

Volume 1 of 3

Stewardship Maintenance Contract Sydney West Zone

Roads and Maritime Services

ABN 76 236 371 088

and

Downer EDI Works Pty Ltd

ABN 66 008 709 608

and

Mouchel International (Jersey) Limited

ABN 74 136 475 879



GZS\BK\02-3001-1107

CONTENTS

CLAUSE	PAGE
PART AA – CONDITIONS PRECEDENT	1
1A. CONDITIONS PRECEDENT	1
1A.1 Conditions precedent	1
1A.2 Waiver of conditions precedent	2
1A.3 Termination due to failure to satisfy conditions precedent	2
PART A – CONTRACT FRAMEWORK	2
1. FUNDAMENTAL RIGHTS AND OBLIGATIONS	2
1.1 RMS Objectives	2
1.2 Stewardship Principles	3
1.3 Contract Framework	3
1.4 Service Provider's fundamental obligations	4
1.5 RMS' fundamental obligations	5
1.6 Right to direct the Service Provider	5
1.7 Duty not to hinder performance	5
1.8 Co-operation	5
1.9 RMS as an Authority	5
1.10 Compliance with the terms of the Road Maintenance Transitional Agreement.....	6
2. CONTRACT TERM AND COMMENCEMENT OF SERVICES	6
2.1 Duration of the Contract Term	6
2.2 Extension of the Contract Term	6
2.3 Holding over	6
2.4 Commencement of Services	6
2.5 Failure to complete the Transition Services prior to the Full Services Commencement Date	7
2.6 Failure to agree Initial Forward Works Program	7
3. SECURITY	8
3.1 Security Bonds	8
3.2 Requirements for Security Bonds	8
3.3 Recourse to Security	8
3.4 Return of Security	8
3.5 Replacement of Security	9
3.6 No injunction	10
3.7 Deed of Guarantee and Indemnity	10
3.8 Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement)	10
4. ACCESS	10
4.1 RMS grants access	10
4.2 Access for RMS, its contractors and others	11
4.3 Road closure	11
4.4 Lane Closures	11
4.5 Compliance with Road Occupancy Licence	11
4.6 Directions to re-open a Lane or Lanes	12
4.7 Instructions from Emergency Services	12
4.8 Access to property and Roads	12
4.9 RMS Interface Agreements	12
5. RMS ASSETS	12
5.1 RMS Plant and Equipment	12

5.2	RMS Leased Plant and Equipment.....	13
5.3	RMS Depots.....	14
6.	THE SERVICES	14
6.1	General.....	14
6.2	Scope of Services.....	14
6.3	Services for third parties	15
6.4	Material supply	16
6.5	RMS may engage other contractors to carry out works and services within the Zone	16
7.	FORWARD WORKS PROGRAMS.....	16
7.1	Compliance with the Forward Works Program	16
7.2	Completion of the Services contemplated by the Forward Works Program	16
7.3	Development of the Forward Works Program	17
7.4	Failure to agree the Forward Works Program	17
8.	SPECIAL PROJECTS	18
8.1	General.....	18
8.2	Special Project Proposal	19
8.3	Special Project Orders.....	20
8.4	Special Projects to be carried out concurrently with other Services	20
9.	PROJECT WORKS.....	20
9.1	Work Terms.....	20
9.2	Expiry of the Contract Term.....	20
10.	CHANGES	20
10.1	RMS may direct Changes.....	20
10.2	Proposed Changes	21
10.3	Valuation of Changes	21
10.4	Carrying out a Change	21
10.5	Claim for Change by the Service Provider.....	21
10.6	Pre-Agreed Change	22
10.7	Omissions	22
10.8	Change Events.....	22
11.	LAW GUIDELINES AND GOVERNMENT REQUIREMENTS	23
11.1	Law	23
11.2	Relevant Authorities	23
11.3	Other Authorities.....	23
11.4	Compliance with policies, codes and guidelines	24
11.4A	NSW Code and NSW Guidelines.....	24
11.5	Accreditation and prequalification	26
11.6	Work health and safety management.....	26
11.7	Engagement as Principal Contractor under the WHS Regulation	27
11.8	Industrial relations management.....	28
11.9	Quality management	28
11.10	Long service levy	29
11.11	Registration and licences.....	29
11.12	Liability under the NGER Legislation.....	29
11.13	Emissions and Energy Data	30
12.	SUBCONTRACTING	30
12.1	Service Provider's responsibility	30
12.2	Engaging Subcontractors.....	31
12.3	Responsibility for Subcontractors.....	31
12.4	Subcontract provisions.....	32

12.5	Application of clause 12 to the JV Labour Guarantee Deed.....	32
PART B	– CONTRACT MANAGEMENT.....	33
13.	INTEGRATED CONTRACT MANAGEMENT SYSTEM (ICMS).....	33
13.1	Purpose	33
13.2	ICMS	33
13.3	Monitoring and auditing	33
14.	SERVICE PLANS	33
14.1	Service Plans	33
14.2	Review of Service Plans	35
14.3	No restriction on RMS' rights	35
14.4	No relief.....	36
PART C	– ADMINISTRATION.....	36
15.	MANAGEMENT REVIEW GROUP	36
15.1	Structure, purpose and role of the Management Review Group	36
15.2	Mobilisation of Management Review Group	37
15.3	Meetings of Management Review Group	37
15.4	Quorum and voting	37
15.5	Minutes.....	37
15.6	Resolutions.....	38
15.7	Non-delegation of power	38
16.	REPRESENTATIVES	38
16.1	Service Provider's Authorised Person	38
16.2	RMS' Representative.....	38
17.	MANAGEMENT TEAM	38
17.1	Structure, purpose and role of the Management Team	38
17.2	Meetings of Management Team.....	39
17.3	Minutes.....	40
17.4	Resolutions.....	40
17.5	Non-delegation of power.....	40
18.	PERSONNEL.....	40
18.1	Requirements for Personnel.....	40
18.2	Key Personnel.....	40
18.3	Removal of persons	41
PART D	– PERFORMANCE MANAGEMENT.....	41
19.	PERFORMANCE REPORTING	41
19.1	Monthly Report	41
19.2	Annual Report.....	41
19.3	Performance improvement plan.....	42
20.	ANNUAL PERFORMANCE REVIEWS	42
20.1	Annual performance review meeting.....	42
20.2	Review and updating of the Forward Works Program	43
21.	ACCESS TO INFORMATION	43
21.1	Access to Data	43
21.2	Access to AMS	43
22.	AUDIT.....	44
22.1	RMS audit	44

22.2	Service Provider must assist	44
22.3	Audit of Performance Data.....	45
22.4	Method of accounting.....	45
22.5	Owner's Estimator	45
22.6	Financial Auditor	46
23.	BENCHMARKING ACROSS ZONES	46
PART E – FINANCIAL PROVISIONS		47
24.	PRICING.....	47
24.1	Reference Pricing Schedule.....	47
24.2	Pricing Schedule for each Works Period	47
25.	PAYMENT	47
25.1	General.....	47
25.2	Deductions and set off	48
25.3	Payment Claims and payment.....	48
25.4	Unfixed Materials	49
25.5	Payment on account	50
25.6	Correction of Payment Schedule.....	50
25.7	Interest on overdue monies.....	50
25.8	Goods and Services Tax	50
26.	WORKERS AND SUBCONTRACTORS	52
26.1	Direct payment	52
27.	FINAL PAYMENT CLAIMS	52
27.1	Final Forward Works Program Payment Claim	52
27.2	Final Special Project Payment Claim	52
27.3	Effect of Final Certificates.....	53
PART F – CARE OF WORK, INDEMNITIES, INSURANCE AND LIABILITY		53
28.	CARE OF PEOPLE, PROPERTY AND ENVIRONMENT	53
28.1	Service Provider to prevent damage	53
28.2	Safety and protection of persons and property.....	54
28.3	Urgent Protection	55
28.4	Control of traffic.....	55
29.	INDEMNITIES	55
29.1	General indemnity	55
29.2	Reduction of Service Provider's liability	56
29.3	Intellectual Property indemnity	56
29.4	Environmental indemnity.....	56
29.5	Product Liability indemnity	56
29.6	Survival and enforcement of indemnities.....	56
29.7	Obligations and rights not affected	57
30.	INSURANCE	57
30.1	Insurances to be provided by RMS.....	57
30.2	Insurances provided by Service Provider	58
30.3	Other insurance requirements.....	58
30.4	Notices from or to the insurer	59
30.5	Insurance claim procedures	59
31.	LIABILITY	60
31.1	Limitation of liability	60
31.2	Exclusion of certain loss	61

31.3	Civil Liability Act.....	61
PART G	– WARRANTIES.....	61
32.	WARRANTIES.....	61
32.1	General warranties.....	61
32.2	Service Provider's warranties (performance).....	62
32.3	Service Provider's warranties (general).....	63
32.4	No warranty by RMS.....	64
32.5	Non-merger and survival of warranties.....	65
32.6	Collusive arrangements.....	65
32.7	Conflict of interest.....	65
PART H	– INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY.....	66
33.	INTELLECTUAL PROPERTY.....	66
33.1	RMS Material.....	66
33.2	Data.....	66
33.3	Deliverables.....	66
33.4	Further requirements.....	67
33.5	Pre-Existing Material.....	67
33.6	Know-how and methodologies.....	67
33.7	Licence by RMS for the purpose of the Services.....	68
33.8	Licence by RMS for other purposes.....	68
33.9	Service Provider warranty.....	68
34.	CONFIDENTIALITY.....	69
34.1	Use and disclosure of confidential information.....	69
34.2	Provision of information to other NSW Government Authorities and ministries.....	70
34.3	Publicity.....	70
34.4	Communication and Stakeholder Engagement.....	70
35.	PRIVACY.....	71
35.1	Privacy Acts.....	71
PART I	– DISPUTE RESOLUTION.....	71
36.	DISPUTE RESOLUTION.....	71
36.1	Dispute.....	71
36.2	Notice of Dispute.....	71
36.3	Referral to representatives.....	71
36.4	Management Review Group.....	72
36.5	Executive negotiations.....	72
36.6	Referral to Dispute Avoidance Board.....	72
36.7	Obtaining Dispute Avoidance Board's decision.....	72
36.8	Amicable settlement.....	73
36.9	Failure to comply with Dispute Avoidance Board's decision.....	74
36.10	No Dispute Avoidance Board in place.....	74
36.11	Constitution and function of the Dispute Avoidance Board.....	74
36.12	Replacement of Dispute Avoidance Board Member.....	75
36.13	Termination of Dispute Avoidance Board.....	75
36.14	Payments.....	75
36.15	Service Provider to continue performing obligations.....	76
36.16	Urgent relief.....	76
36.17	Survive termination.....	76
PART J	– SUSPENSION AND FORCE MAJEURE.....	76
37.	SUSPENSION.....	76
37.1	RMS' power to suspend Services.....	76

38.	FORCE MAJEURE	77
	38.1 Notification.....	77
	38.2 Meeting.....	77
	38.3 Suspension of obligations	78
	38.4 Payments.....	78
	38.5 Best endeavours to mitigate effect	78
	38.6 Alternative arrangements	78
	38.7 Cessation of Force Majeure Event.....	78
	38.8 No financial relief to the Service Provider	78
	38.9 No compensation to RMS.....	78
	PART K – STEP-IN, TERMINATION, DEMOBILISATION AND HANDOVER	79
39.	RMS STEP-IN	79
	39.1 Notice to remedy breach	79
	39.2 RMS step-in.....	79
	39.3 Suspension of Service Provider's obligations	79
	39.4 Service Provider must assist RMS.....	79
	39.5 Step-in right ceases.....	79
	39.6 RMS not required to remedy breach	79
	39.7 Service Provider to compensate RMS	79
	39.8 No payments by RMS.....	79
	39.9 RMS may suspend Service Provider's authorisation.....	80
	39.10 No prejudice to other rights.....	80
40.	TERMINATION FOR DEFAULT OR INSOLVENCY OF THE SERVICE PROVIDER.....	80
	40.1 Termination for Service Provider's Default.....	80
	40.2 Termination for insolvency of the Service Provider or the Guarantor	80
	40.3 Consequences of termination.....	80
41.	TERMINATION FOR CONVENIENCE	81
	41.1 RMS may terminate Contract for convenience	81
	41.2 Service Provider's obligations.....	81
	41.3 Payments on termination for convenience	81
	41.4 Return of Security following termination for convenience.....	82
42.	TERMINATION FOR RMS DEFAULT	82
	42.1 Service Provider may terminate	82
	42.2 Sole remedy	82
43.	TERMINATION FOR CONTINUED FORCE MAJEURE EVENTS	82
	43.1 Either party may terminate	82
44.	DEMOBILISATION AND HANDOVER	83
	44.1 Demobilisation and Handover Services.....	83
	44.2 Service Provider's obligations.....	83
	44.3 End of Contract Term obligations.....	84
	44.4 Pricing of the Demobilisation and Handover Services	84
	44.5 Tactical Road Pavement Works Defects Liability Period.....	84
	PART L – GENERAL	85
45.	NOTICES	85
	45.1 How to give a notice	85
	45.2 When a notice is given.....	85
	45.3 Address for notices.....	86
46.	ASSISTANCE BY SERVICE PROVIDER.....	86

46.1	RMS' legal and public obligations	86
46.2	Public and Ministerial inquiries	86
47.	AMENDMENT AND ASSIGNMENT	87
47.1	Amendment	87
47.2	Assignment	87
48.	GENERAL	87
48.1	Governing law	87
48.2	Survival of terms	87
48.3	Relationship of parties	87
48.4	Liability for expenses, duty, taxes and other imposts	87
48.5	Attorneys	87
48.6	Giving effect to this document	88
48.7	Waiver of rights	88
48.8	Operation of this document	88
48.9	Consents	88
48.10	Entire Agreement	88
48.11	Counterparts	88

Schedules

1	Definitions and Interpretation	89
2	SMC Service Requirements	114
3	Commercial Framework	115
4	Performance Framework	116
5	Major Traffic Incident Support and Event Management Requirements	117
6	Communication and Stakeholder Engagement Requirements	118
7	Payment Schedule	119
8	Reference Pricing Schedule	124
9	Brief for Transition Services	125
10	Procedure for developing and updating the Forward Works Program	126
11	Initial Forward Works Program Brief	129
12	Draft Initial Forward Works Program	130
13	Work Terms	131
14	Key Personnel	132
15	Criteria for appointment and nomination	133
16	DAB Agreement	135
17	Form of Security Bond	136
18	Deed of Guarantee and Indemnity	138
19	Insurance Schedule and Policy Summaries	139
20	Statutory Declaration and Subcontractors Statement	142
21	RMS Interface Agreements	147
22	Pre-Agreed Changes	148
23	Sale Agreement	149
24	RMS Depot Licence	150

Exhibits

1	Asset Definition Specification
2	Initial Service Plans
3	Information Documents
4	Sydney Running Festival Event Management Plan
5	Appendices to the Initial Forward Works Program Brief

THIS DEED is made on 4 November 2013

BETWEEN:

(1) **Roads and Maritime Services** ABN 76 236 371 088 ("**RMS**"); and

(2) **Downer EDI Works Pty Ltd** ABN 66 008 709 608; and

Mouchel International (Jersey) Limited ABN 74 136 475 879,

(together trading as "DownerMouchel" (ABN 92 646 425 631) and referred to in this document as the "**Service Provider**").

RECITALS:

(A) RMS requires the Assets to be maintained and operated (where required) in a manner consistent with:

- (1) the Stewardship Principles; and
- (2) the achievement of the RMS Objectives.

(B) This document sets out the terms upon which the Service Provider will:

- (1) perform the Services and its other obligations in a manner consistent with the Stewardship Principles; and
- (2) achieve the RMS Objectives.

THE PARTIES AGREE AS FOLLOWS:

PART AA – CONDITIONS PRECEDENT

1A. CONDITIONS PRECEDENT

1A.1 Conditions precedent

(a) Subject to paragraph (b), the rights and obligations of the parties under this document will not commence unless and until the following conditions precedent have been satisfied or waived:

- (i) the Service Provider has provided to RMS the Security Bonds in accordance with clause 3.1;
- (ii) the Service Provider has provided to RMS a Road Maintenance Transitional Agreement executed by the Service Provider and the Employing Entity;
- (iii) the Service Provider has provided to RMS a JV Labour Guarantee Deed executed by the Service Provider and the Employing Entity;
- (iv) the Service Provider has provided to RMS a Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement) executed by the Service Provider;
- (v) the Service Provider has provided to RMS a Deed of Guarantee and Indemnity executed by an entity acceptable to RMS; and
- (vi) the Service Provider has obtained and provided to RMS a legal opinion, in a form and substance satisfactory to RMS, regarding the validity and

enforceability of the Deed of Guarantee and Indemnity in relation to MRBL Limited (Company Number 8177998).

- (b) The rights and obligations of the parties under clauses 1A, 1, 2, 3, 29, 30, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 45, 46, 47, 48 of these General Conditions and clauses 1 to 6 of Schedule 1 commence on the date of execution of this document.

1A.2 Waiver of conditions precedent

The conditions precedent set out in clauses 1A.1(a) are solely for the benefit of RMS and may only be waived by RMS in its absolute discretion.

1A.3 Termination due to failure to satisfy conditions precedent

The parties acknowledge and agree that if the conditions precedent set out in clause 1A.1(a) are not satisfied or waived by the Condition Precedent Deadline Date:

- (a) RMS may immediately terminate this document by notice in writing to the Service Provider; and
- (b) neither party will have any liability to the other arising out of or in connection with this document or its termination.

PART A – CONTRACT FRAMEWORK

1. FUNDAMENTAL RIGHTS AND OBLIGATIONS

1.1 RMS Objectives

The parties acknowledge and agree that the primary objectives of RMS in entering into this document are to:

- (a) consider customer and stakeholder requirements in all decision making;
- (b) drive efficiency through competition and business process and productivity improvements;
- (c) improve effectiveness of road maintenance through improved planning and Asset management;
- (d) ensure RMS retains network knowledge and capability to make intelligent decisions as an informed client;
- (e) improve Asset performance and innovation through focused delivery of Services to achieve the desired outcomes;
- (f) develop and sustain competition in contractor and supply markets;
- (g) create an environment that values and promotes teamwork and collaboration between the Service Provider and RMS;
- (h) provide flexibility to readily adapt to changing priorities and operating environments; and
- (i) promote stewardship, with a shared set of values, attitudes and behaviours between RMS and the Service Provider, which will enable the Service Provider to manage the Assets on RMS' behalf.

1.2 Stewardship Principles

- (a) In the context of this document, "Stewardship Principles" are a broad set of values, attitudes and behaviours, required of the Service Provider to effectively manage the Assets on RMS' behalf.
- (b) The parties acknowledge and agree that the key "Stewardship Principles" applying include:
 - (i) putting RMS' customers first and being responsive to them;
 - (ii) performing the Services in the best interests of RMS as the owner as well as the users of the Assets;
 - (iii) being responsible and accountable for the outcomes resulting from the management of the Assets;
 - (iv) managing the Assets diligently, efficiently and effectively with limited direction from RMS;
 - (v) working collaboratively with RMS to deliver Services that are tailored to best meet RMS' evolving needs; and
 - (vi) acting with integrity and transparency in the performance of the Services and all other obligations under this document.

1.3 Contract Framework

The parties acknowledge and agree that:

- (a) the Initial Forward Works Program and future Forward Works Programs will describe:
 - (i) the Services to be carried out by the Service Provider; and
 - (ii) how the Service Provider will be paid for those Services;
- (b) this document sets out the basis upon which the parties will agree the Initial Forward Works Program and future Forward Works Programs;
- (c) in seeking to reach agreement on both the Initial Forward Works Program and future Forward Works Programs, the parties will have due regard to:
 - (i) the RMS Objectives;
 - (ii) the Stewardship Principles; and
 - (iii) RMS' requirements as detailed in the Asset Maintenance Plan, the Initial Forward Works Program Brief and subsequent Forward Works Program Briefs (as appropriate);
- (d) the Service Provider may be required to carry out Services which are additional to those described in any Forward Works Program as Special Projects;
- (e) this document sets out the basis upon which the parties will agree the Services the subject of a Special Project and the basis on which the Service Provider will be paid for such Services;

- (f) the Services will be paid for by a mix of Payment Types which will be specified by RMS in the Initial Forward Works Program Brief and each subsequent Forward Works Program Brief having regard to:
 - (i) the RMS Objectives;
 - (ii) the Stewardship Principles;
 - (iii) the principle that as the Service Provider's knowledge of the Assets increases, more Services will be priced on a Priced Component basis; and
 - (iv) the principle that the Margin Rates for different Payment Types will reflect that where the Service Provider takes less risk, the Margin that it receives will be lower;
- (g) the performance of the Service Provider will be measured against simple and easily measurable Key Performance Indicators with a proportion of the Margin staked against performance; and
- (h) the Service Provider will provide RMS with open book access to all financial information in any way connected with this document, including details of:
 - (i) all costs incurred by the Service Provider in carrying out the Services, regardless of the basis upon which RMS is paying for the Services; and
 - (ii) all cost estimates prepared by the Service Provider under this document.

1.4 **Service Provider's fundamental obligations**

- (a) The Service Provider must:
 - (i) carry out the Services and its other obligations in accordance with the requirements of this document;
 - (ii) act in a timely and expeditious manner;
 - (iii) manage and maintain all Assets in accordance with the terms of this document so that they are in safe, efficient and reliable operation for the benefit of road users;
 - (iv) operate specified Assets safely and efficiently for the benefit of road users; and
 - (v) support the Transport Management Centre in managing impacts on the Zone Network resulting from incidents, and in the efficient management of planned events.
- (b) RMS, as the owner of the Assets, will determine the strategic direction for its Assets. RMS will provide the Service Provider with a Forward Works Program Brief which details the outcomes required for Assets under the Service Provider's stewardship. The Service Provider must manage the Assets accordingly, including developing and delivering programs of routine maintenance, capital renewals and asset improvements to achieve these outcomes.
- (c) The Service Provider must, in carrying out its obligations under paragraph (a), have regard to the Forward Works Program Brief, however, the obligations under paragraph (a) are not limited by the content of the Forward Works Program Brief.

1.5 **RMS' fundamental obligations**

RMS must:

- (a) pay the Service Provider for the performance of the Services and its other obligations under this document in accordance with and subject to the terms of this document; and
- (b) perform and observe its other obligations under this document.

1.6 **Right to direct the Service Provider**

RMS and RMS' Representative may give directions to the Service Provider concerning the Services and anything connected with the Services and the Service Provider must comply with such directions.

1.7 **Duty not to hinder performance**

- (a) Each party must do all it reasonably can to avoid hindering the performance of the other under this document.
- (b) In undertaking the Services, the Service Provider must:
 - (i) not interfere, or cause interference, with the exercise or performance by RMS of any of its powers or duties under any applicable Law except to the extent necessary for the proper performance by the Service Provider of its obligations under this document; and
 - (ii) carry out its obligations under this document so as to ensure performance of those obligations and functions imposed on RMS under any applicable Law which are, by virtue of this document, to be performed by the Service Provider.

1.8 **Co-operation**

- (a) The parties must do all they reasonably can to co-operate in all matters relating to this document, but their rights and responsibilities under this document (or otherwise) remain unchanged unless the parties agree in writing to change them.
- (b) The Service Provider must:
 - (i) fully co-operate with other contractors and RMS employees carrying out work within the Zone, whether for RMS or for a third party;
 - (ii) carefully coordinate and interface the Services with the work carried out by such other contractors and RMS employees; and
 - (iii) perform the Services so as to avoid interfering with, disrupting or delaying the work of other contractors and RMS employees.

1.9 **RMS as an Authority**

The Service Provider acknowledges and agrees that:

- (a) this document will not restrict or affect the unfettered discretion of RMS to exercise any of its statutory functions or powers; and
- (b) anything RMS does, fails to do or purports to do, pursuant to its statutory functions and powers will be deemed to not be an act or omission of RMS under or in

connection with this document (including a breach of contract) and will not entitle the Service Provider to make any Claim against RMS.

1.10 **Compliance with the terms of the Road Maintenance Transitional Agreement**

The Service Provider must:

- (a) comply; and
 - (b) ensure that the Employing Entity complies,
- with the terms of the Road Maintenance Transitional Agreement.

2. **CONTRACT TERM AND COMMENCEMENT OF SERVICES**

2.1 **Duration of the Contract Term**

The Contract Term commences on the Commencement Date and expires on:

- (a) the Expiry Date; or
 - (b) 3 months after the issue of a notice under clause 2.3(c),
- unless terminated earlier.

2.2 **Extension of the Contract Term**

- (a) RMS may, at its absolute discretion, extend the Expiry Date by the Option Period by issuing a written notice to the Service Provider no later than 9 months prior to the Expiry Date.
- (b) If RMS does not issue a notice under paragraph (a), the Contract Term will expire in accordance with clause 2.1.

2.3 **Holding over**

If RMS and the Service Provider agree that the Service Provider is to continue to perform any part of the Services after the Expiry Date:

- (a) the terms of this document will continue to apply in respect of those parts of the Services;
- (b) the Service Provider will be entitled to be paid for performing such parts of the Services on:
 - (i) the basis set out in the Forward Works Program for the final Works Period of the Contract Term; or
 - (ii) such other basis as may be agreed between the parties; and
- (c) either party may terminate the continued performance of the Services by the Service Provider by giving no less than 3 months prior written notice to the other or as otherwise specified in this document.

2.4 **Commencement of Services**

The Service Provider must:

- (a) commence provision of the Transition Services on the Commencement Date;

- (b) use its best endeavours to carry out and complete the Transition Services prior to the Full Services Commencement Date;
- (c) subject to the terms of this document, commence provision of the Services (other than the Transition Services) on the Full Services Commencement Date and thereafter provide the Services throughout the Contract Term; and
- (d) if required by RMS, commence provision of any part of the Services prior to the Full Services Commencement Date.

2.5 **Failure to complete the Transition Services prior to the Full Services Commencement Date**

If the Service Provider does not complete the Transition Services by the Full Services Commencement Date the amounts which the Service Provider is entitled to be paid in respect of Management Services for the Initial Forward Works Program will be reduced on a pro-rata basis, having regard to:

- (a) the number of days between the Full Services Commencement Date and the date on which the Transition Services are completed; and
- (b) the duration of the Initial Works Period.

2.6 **Failure to agree Initial Forward Works Program**

- (a) If the parties are unable to agree the Initial Forward Works Program by the date which is 10 Business Days prior to the Full Services Commencement Date, then, unless RMS issues a notice under paragraph (b) this document will automatically terminate on that date.
- (b) RMS may, in its absolute discretion, extend the period for development of the Initial Forward Works Program by such further period as RMS considers appropriate. RMS may do so by issuing a written notice to the Service Provider prior to the date contemplated by paragraph (a).
- (c) If RMS issues a notice under paragraph (b):
 - (i) the process set out in section 1 of Schedule 10 will continue to apply in respect of those parts of the Initial Forward Works Program not agreed; and
 - (ii) RMS may, in its absolute discretion, direct the Service Provider to carry out:
 - (A) such elements of the Initial Forward Works Program as have been agreed between the parties, specifying the Service Provider's entitlement to payment in respect of these elements; and/or
 - (B) such road maintenance services within the Zone as are required by RMS in consideration for payments calculated in accordance with the rates set out in Pricing Tables 8A, 8B and 9A.
- (d) If RMS and the Service Provider have not agreed the Initial Forward Works Program by the period specified in a notice issued under paragraph (b) and:
 - (i) RMS has not issued a direction under paragraph (c)(ii), this document will automatically terminate on the expiry of such period; or
 - (ii) RMS has issued a direction under paragraph (c)(ii):

- (A) RMS may by notice in writing require the Service Provider to continue providing such services for a period required by RMS, which will not exceed the duration of the Initial Works Period; and
- (B) following the expiry of such period this document will automatically terminate.

3. SECURITY

3.1 Security Bonds

- (a) On or before the Conditions Precedent Deadline Date, the Service Provider must provide to RMS Security of \$15 million in the form of two Security Bonds each for an amount of \$7.5 million.
- (b) The Service Provider must pay all costs (including stamp duty or other taxes) of and incidental to providing the Security.
- (c) The Service Provider must ensure that the Security remains valid and enforceable until such date as RMS is required under this document to return the Security to the Service Provider.

3.2 Requirements for Security Bonds

Each Security Bond must be:

- (a) in the form of Schedule 17 or as otherwise approved by RMS;
- (b) in favour of RMS;
- (c) given by a financial institution acceptable to RMS that is regulated by the Australian Prudential Regulation Authority and maintains the Mandatory Credit Rating;
- (d) payable at an office of the bank or financial institution in Sydney (or such other place as RMS may approve); and
- (e) a continuing liability without expiry or, if the Security Bond is to have an expiry date, such date must be no earlier than the Original Expiry Date.

3.3 Recourse to Security

RMS may have recourse to any Security provided by the Service Provider under this document:

- (a) when RMS has a bona fide claim against the Service Provider arising out of or in connection with this document or the performance of the Services by the Service Provider; or
- (b) upon termination of this document under clause 40.

3.4 Return of Security

- (a) Subject to its rights under this document, including any right of setoff, RMS must return the Security in accordance with this clause 3.4.
- (b) RMS must return 50% of the Security then held to the Service Provider within 40 Business Days of the latest of:
 - (i) the end of the Contract Term; and

- (ii) the completion of the Demobilisation and Handover Services.
- (c) Within 40 Business Days of the date which is 12 months after the end of the Contract Term, RMS must return the balance of the Security to the Service Provider less the amount that RMS determines, in its absolute discretion, as being required as security for:
 - (i) all Project Works that have not achieved Completion;
 - (ii) all Defect Liability Periods that have not yet expired for Project Works;
 - (iii) the performance by the Service Provider of its obligations under clause 44.5; and
 - (iv) the performance of any Services that are required to be performed by the Service Provider after the expiry of the Contract Term under clause 7.2(b)(ii).
- (d) RMS must return any remaining Security to the Service Provider within 40 Business Days of the later of:
 - (i) the expiry of all Tactical Road Pavement Works Defects Liability Periods;
 - (ii) the expiry of all Defect Liability Periods for Project Works;
 - (iii) rectification of all Defects notified to the Service Provider in accordance with the Work Terms; and
 - (iv) completion of any Services that are required to be performed by the Service Provider after the expiry of the Contract Term under clause 7.2(b)(ii).
- (e) If this document terminates under clause 1A.3 or clause 2.6, RMS must return the Security to the Service Provider within 20 Business Days of such termination.

3.5 Replacement of Security

- (a) Not less than 30 Business Days before:
 - (i) the expiry of any Security Bond; or
 - (ii) RMS is required to return any Security under clause 3.4 or 41.4,
 the Service Provider must procure the issue to RMS of a Security Bond which:
 - (iii) has a face value equal to the amount of Security that RMS is entitled to hold in accordance with clause 3.1, 3.4 or 41.4(b), as applicable;
 - (iv) satisfies the requirements of clause 3.2 (other than clause 3.2(e)); and
 - (v) is a continuing liability without expiry or, if the Security Bond is to have an expiry date, such date must be no earlier than 12 months from the date of issue of the replacement Security Bond,
 and RMS must promptly surrender the relevant Security Bond to the Service Provider following the issue of the replacement Security Bond.
- (b) If the Service Provider fails to replace any Security Bond when required under paragraph (a), RMS may have recourse to the Security. RMS may hold any such

proceeds as security in lieu of the replacement Security Bond until the Security Bond is replaced in accordance with paragraph (a).

- (c) If the issuer of any Security Bond ceases to have the Mandatory Credit Rating, the Service Provider must:
 - (i) promptly notify RMS of that circumstance; and
 - (ii) within 15 Business Days of being requested to do so, procure the issue to RMS of a replacement Security Bond which must have a face value equal to that of the Security Bond being replaced and must satisfy the requirements of clause 3.2,

and RMS will promptly surrender the Security Bond being replaced to the Service Provider following the issue of the replacement Security Bond.

3.6 **No injunction**

The Service Provider must not institute any proceedings, exercise any right or take any steps to injunct or otherwise restrain:

- (a) the issuer of a Security Bond from paying RMS pursuant to that Security Bond;
- (b) RMS from having recourse to the Security or receiving payment under the Security; or
- (c) RMS from using the proceeds of the Security,

even when the Service Provider disputes RMS' right to have recourse to the Security or to payment (including where the dispute resolution procedure in clause 36 has been commenced).

3.7 **Deed of Guarantee and Indemnity**

On or before the Condition Precedent Deadline Date, the Service Provider must provide to RMS a Deed of Guarantee and Indemnity executed by an entity acceptable to RMS.

3.8 **Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement)**

On or before the Condition Precedent Deadline Date, the Service Provider must provide to RMS a Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement) executed by the Service Provider.

4. **ACCESS**

4.1 **RMS grants access**

RMS will allow the Service Provider and its Subcontractors sufficient access to:

- (a) the Zone; and
- (b) the Assets within the Zone,

to enable the Service Provider to carry out the Services on the terms set out in this document.

4.2 Access for RMS, its contractors and others

- (a) The access granted to the Service Provider and its Subcontractors under clause 4.1 is not exclusive.
- (b) RMS and its employees, contractors and agents may access the Zone and any Assets within the Zone at any time, including:
 - (i) for RMS' operational purposes;
 - (ii) for the purpose of inspecting and verifying the Service Provider's performance of the Services; and
 - (iii) to perform work which is outside the scope of this document.
- (c) RMS may also give approval to other contractors to access any Assets within the Zone to perform works for third parties.

4.3 Road closure

- (a) A Relevant Body may require that any Road within the Zone Network or any part of any Road within the Zone Network (including a Lane or Lanes) is closed for a specified period of time.
- (b) Where a Relevant Body closes any Road within the Zone Network or any part of any Road within the Zone Network (including a Lane or Lanes), for the period that the Road or part of the Road is closed, the Service Provider must:
 - (i) ensure that the Road or part of the Road that is closed is kept clean and tidy; and
 - (ii) if directed by a Relevant Body:
 - (A) cease provision of the Services to the extent specified by the Relevant Body; and/or
 - (B) remove any Service Provider's Plant and Materials from any Road or part of any Road that is closed.

4.4 Lane Closures

- (a) Where the Service Provider proposes to undertake any Services which will or are likely to obstruct or have the effect of restricting, closing, interfering with or obstructing the free flow of traffic on any Lane of any Road, it must obtain a Road Occupancy Licence in accordance with the process set out in section 4.13 of the SMCSR.
- (b) Notwithstanding that the Service Provider is entitled to close any Lane, RMS may at any time direct the Service Provider to temporarily cease any work and to re-open the Lane of any Road.

4.5 Compliance with Road Occupancy Licence

- (a) In undertaking any Services which result in a closure of a Lane or Lanes, the Service Provider must comply with the terms of the applicable Road Occupancy Licence and all other necessary Approvals.

- (b) If the Service Provider closes a Lane on any Road outside the times permitted by an applicable Road Occupancy Licence, the Service Provider must pay to RMS the relevant Road Occupancy Rental.

4.6 Directions to re-open a Lane or Lanes

- (a) A Relevant Body may at any time direct the Service Provider to cease any Services the subject of a Road Occupancy Licence and to re-open any closed Lane or Lanes, notwithstanding the terms of any Road Occupancy Licence issued by TMC to the Service Provider.
- (b) The Service Provider must ensure that any re-opened Lane is clean and tidy and, if directed by a Relevant Body, remove any Service Provider's Plant and Materials from any re-opened Lane and the surrounding area of the Zone Network.

4.7 Instructions from Emergency Services

Notwithstanding any other provision of this document, the Service Provider:

- (a) must not restrict, close, interfere with or obstruct the free flow of traffic on any Lane contrary to the instructions of any Emergency Service; and
- (b) in restricting, closing, interfering with or obstructing the free flow of traffic on any Lane or Lanes, must act in accordance with any instructions of an Emergency Service including to cease any of the Services and to re-open the Lane or Lanes.

4.8 Access to property and Roads

- (a) The Service Provider must obtain all necessary permissions, permits, licences and consents to enter upon any property for the purpose of performing the Services.
- (b) The Service Provider must use all reasonable endeavours not to interfere with the operation and use of any Roads which are not included in the Assets, including without limitation, any privately owned and operated Roads.

4.9 RMS Interface Agreements

The Service Provider must:

- (a) ensure that it has read and understood the terms of all RMS Interface Agreements; and
- (b) carry out and complete the Services so as to enable RMS to comply with the terms of the RMS Interface Agreements.

5. RMS ASSETS

5.1 RMS Plant and Equipment

- (a) During the Mobilisation Stage the Service Provider may purchase RMS Plant and Equipment in accordance with the procedure set out in section 7.2 of the Brief for Transition Services.
- (b) RMS makes no representation and gives no warranty as to the adequacy or suitability of any RMS Plant and Equipment and nothing in this document will constitute or imply a warranty or undertaking by or on behalf of RMS as to the fitness or suitability of the RMS Plant and Equipment for the performance of the Services or any other purpose.

- (c) If the Service Provider elects to purchase any RMS Plant and Equipment:
 - (i) the parties must enter into a Sale Agreement in respect of such RMS Plant and Equipment;
 - (ii) RMS will:
 - (A) transfer and surrender to the Service Provider all of RMS' right, title and interest in and to such RMS Plant and Equipment free of any Security Interests;
 - (B) cooperate with the Service Provider in connection with the transfer of ownership of the RMS Plant and Equipment; and
 - (C) use its best endeavours to provide the Service Provider with the benefit of any warranties which RMS holds with respect to the RMS Plant and Equipment to the extent that RMS is permitted to do so by Law or under the terms of the relevant warranties; and
 - (iii) the Service Provider:
 - (A) accepts the RMS Plant and Equipment in its condition and state of repair at the time of purchase; and
 - (B) releases RMS from all Claims that the Service Provider may have which in any way arise out of or are connected with the RMS Plant and Equipment or the Service Provider's use of the RMS Plant and Equipment.

5.2 **RMS Leased Plant and Equipment**

- (a) During the Mobilisation Stage the Service Provider may negotiate with RMS and any RMS Plant and Equipment Lessor to take over the lease of any RMS Leased Plant and Equipment.
- (b) RMS makes no representation and gives no warranty as to the adequacy or suitability of any RMS Leased Plant and Equipment and nothing in this document will constitute or imply a warranty or undertaking by or on behalf of RMS as to the fitness or suitability of the RMS Leased Plant and Equipment for the performance of the Services or any other purpose.
- (c) If the Service Provider elects to take over the lease for any RMS Leased Plant and Equipment:
 - (i) RMS will:
 - (A) cooperate with the Service Provider in connection with any negotiations with the RMS Plant and Equipment Lessor; and
 - (B) execute such deeds of novation or other documents as may be requested by the Service Provider to enable the Service Provider to take over the lease for such RMS Leased Plant and Equipment; and
 - (ii) the Service Provider:
 - (A) accepts the RMS Leased Plant and Equipment in its condition and state of repair at the time of taking over the lease; and

- (B) releases RMS from all Claims that the Service Provider may have which in any way arise out of or are connected with the RMS Leased Plant and Equipment or the Service Provider's use of the RMS Leased Plant and Equipment.

5.3 **RMS Depots**

- (a) During the Mobilisation Stage the Service Provider may negotiate with RMS to use the RMS Depots for the purpose of providing the Services.
- (b) If the Service Provider and RMS agree that the Service Provider may use any RMS Depots the Service Provider must:
 - (i) enter into an RMS Depot Licence in respect of such RMS Depots; and
 - (ii) access and use the RMS Depots subject to the terms of the RMS Depot Licence.

6. **THE SERVICES**

6.1 **General**

Without limiting clauses 1.1, 1.2 and 1.4, the Service Provider must:

- (a) perform the Services in accordance with this document;
- (b) exercise and cause to be exercised all reasonable skill, care, judgment and diligence in the performance of the Services and its other obligations under this document;
- (c) keep the Zone and all Assets and any Service Provider's Plant clean and tidy and regularly remove from any place where the Services are being performed any Waste arising from such performance or surplus Service Provider's Plant or Material;
- (d) maintain and promptly update the AMS; and
- (e) comply with its other obligations under this document.

6.2 **Scope of Services**

- (a) Without limiting clauses 1.1, 1.2 and 1.4, the Services include:
 - (i) all works and services specifically referred to in or otherwise contemplated by this document;
 - (ii) all works and services not specifically referred to or described in this document which nonetheless are required to complete the Services;
 - (iii) all works and services referred to in this document or otherwise necessary for the Services to meet the standards required by this document but omitted from this document (those omitted items are included in the Services unless the context requires otherwise); and
 - (iv) all works and services reasonably inferred from this document as necessary to properly execute and complete the Services.
- (b) The Service Provider acknowledges and warrants that:

- (i) it is both experienced and expert in services of the type and scale of the Services; and
- (ii) each Forward Works Program and Special Project Proposal makes full allowance for the matters referred to in this clause 6.2.

6.3 Services for third parties

- (a) The Service Provider may provide road maintenance services for third parties inside or outside of the Zone which utilise SMC Resources subject to the terms of this clause 6.3.
- (b) Prior to providing any services of the nature contemplated by paragraph (a) for any third party, the Service Provider must notify RMS in writing and provide details regarding:
 - (i) the services that are proposed to be provided;
 - (ii) the third party for which services are proposed to be provided;
 - (iii) the SMC Resources that are proposed to be utilised to provide such services; and
 - (iv) any benefits or cost savings to the Service Provider which will arise from the utilisation of the SMC Resources to provide the services.
- (c) Following receipt by RMS of a notice under paragraph (b), the parties must meet and seek to agree the operational and commercial basis upon which the Service Provider will utilise the relevant SMC Resources to provide the road maintenance services for the third party.
- (d) The Service Provider acknowledges and agrees that:
 - (i) it may not utilise SMC Resources to provide road maintenance services for any third party where doing so would adversely affect:
 - (A) the Service Provider's ability to perform the Services or any of its other obligations under this document in accordance with the requirements of this document; or
 - (B) RMS' ability to utilise any RMS Depots (which are shared by RMS and the Service Provider) to carry out works or services not otherwise connected with this document;
 - (ii) any benefits or cost savings to the Service Provider which may arise from the use of any SMC Resources to provide road maintenance services for any third party must be shared equally with RMS.
- (e) If:
 - (i) the parties are unable to agree the matters contemplated by paragraph (c); or
 - (ii) RMS, acting reasonably, considers that the requirements of paragraph (d) are not satisfied,

RMS may direct that the Service Provider not use all or part of the relevant SMC Resources to provide the road maintenance services to the relevant third party and the Service Provider must comply with such direction.

6.4 **Material supply**

- (a) From time to time RMS may, by notice in writing, request the Service Provider to supply materials to RMS for use in projects not connected with the Services.
- (b) If RMS issues a notice to the Service Provider under paragraph (a):
 - (i) the parties must seek to agree the terms on which the Service Provider will supply the relevant materials to RMS; and
 - (ii) the Service Provider will be entitled to be paid for such supply on a cost plus basis, with the amount payable calculated using the Margin Rate for material supply specified in Pricing Table 3A.

6.5 **RMS may engage other contractors to carry out works and services within the Zone**

The Service Provider acknowledges and agrees that:

- (a) this document does not grant the Service Provider an exclusive right to carry out all works and services required to maintain, repair, upgrade or improve the road assets and infrastructure within the Zone; and
- (b) RMS may engage other contractors to carry out any such works and services within the Zone for any reason.

7. **FORWARD WORKS PROGRAMS**

7.1 **Compliance with the Forward Works Program**

The Service Provider must:

- (a) carry out and complete the Services contemplated by the Forward Works Program prior to the expiry of the relevant Works Period; and
- (b) comply with the Forward Works Program.

7.2 **Completion of the Services contemplated by the Forward Works Program**

- (a) No later than 20 Business Days after the expiry of each Works Period, RMS will provide the Service Provider with written notice which:
 - (i) states that all Services contemplated by the Forward Works Program have been carried out and completed; or
 - (ii) notifies the Service Provider of the Services contemplated by the Forward Works Program that have not been carried out and/or completed.
- (b) If RMS issues a notice under paragraph (a)(ii) and the expiry of the Works Period:
 - (i) is earlier than the Expiry Date:
 - (A) the Service Provider must complete the Services specified in the notice and the terms of the Forward Works Program for the expired Works Period will continue to apply; and
 - (B) without limiting paragraph (A), RMS, at its absolute discretion, may direct that any element of such Services not commenced by the Service Provider prior to the expiry of the Works Period will form part

of the Forward Works Program for the next Works Period, in which case RMS will direct a Change to the Forward Works Programs for the current Works Period and the expired Works Period (to the extent that it is necessary to do so); or

- (ii) corresponds with the Expiry Date, RMS may, at its absolute discretion, direct the Service Provider carry out and complete any Services remaining to be completed following the Expiry Date and the terms of this document will continue to apply.
- (c) A notice issued by RMS under paragraph (a) will not:
 - (i) constitute an approval by RMS of the Service Provider's performance of its obligations under this document;
 - (ii) be taken as an admission or evidence that the Services, or any part of the Services complies with the requirements of this document; or
 - (iii) prejudice any rights or powers of RMS under this document or otherwise at law.
- (d) If RMS issues a notice under clause 7.2(a)(ii), the Service Provider will not be entitled to any additional payment for the provision of:
 - (i) such elements of the Services; and
 - (ii) Program Management in respect of such elements of the Services.
- (e) Paragraph (d) will apply irrespective of whether or not RMS directs under clause 7.2(b)(i)(B) that such elements of the Services will form part of the next Forward Works Program.

7.3 Development of the Forward Works Program

- (a) The parties will develop and agree the Forward Works Program for each Works Period in accordance with the process set out in section 1 of Schedule 10.
- (b) The Forward Works Program for each Works Period must be finalised by no later than 3 months prior to the expiry of the current Works Period.

7.4 Failure to agree the Forward Works Program

- (a) If the parties are unable to agree the Forward Works Program by the time contemplated by clause 7.3(b), then, unless RMS issues a notice under paragraph (c):
 - (i) the Service Provider must immediately commence provision of the Demobilisation and Handover Services; and
 - (ii) this document will automatically terminate at the end of the current Works Period.
- (b) Following termination as contemplated by paragraph (a)(ii), the Service Provider will be entitled to payment of:
 - (i) the amounts contemplated by clauses 41.3(a)(i) to 41.3(a)(iii); and
 - (ii) any other amounts payable under the terms of this document for Services performed after termination.

- (c) RMS may, in its absolute discretion, extend the period for development of the Forward Works Program by such further period as RMS considers appropriate. RMS may do so by issuing a written notice to the Service Provider.
- (d) If RMS issues a notice under paragraph (c):
 - (i) the process set out in section 1 of Schedule 10 will continue to apply in respect of those parts of the Forward Works Program not agreed; and
 - (ii) following the expiry of the current Works Period, RMS, at its election, may:
 - (A) direct the Service Provider to carry out:
 - (aa) such elements of the Forward Works Program as have been agreed between the parties; and/or
 - (bb) such road maintenance services within the Zone as are required by RMS in consideration for payments calculated in accordance with Pricing Tables 8A, 8B and 9A; or
 - (B) carry out itself, or engage other contractors to carry out any maintenance services within the Zone.
- (e) If RMS directs the Service Provider under paragraph (d)(ii)(A)(aa) to carry out agreed elements of the Forward Works Program, the Service Provider will be paid for such Services:
 - (i) if the basis of payment for such Services has been agreed between the parties, on such agreed basis; or
 - (ii) if the basis of payment for such Services has not been agreed between the parties, on the basis contemplated by the previous Forward Works Plan.
- (f) If RMS and the Service Provider have not agreed the Forward Works Program by the period specified in a notice issued under paragraph (c):
 - (i) if RMS has not issued a direction under paragraph (d)(ii)(A), this document will automatically terminate on the expiry of such period; or
 - (ii) if RMS has issued a direction under paragraph (d)(ii)(A):
 - (A) RMS may by notice in writing require the Service Provider to continue providing such services for a period required by RMS which will not exceed the duration of the next Works Period; and
 - (B) following the expiry of such period this document will automatically terminate.

8. SPECIAL PROJECTS

8.1 General

The parties acknowledge and agree that during the Contract Term RMS:

- (a) may require works to be undertaken inside or outside the Zone as Special Projects which are in addition to the Services contemplated by the Forward Works Program;
- (b) may, in its absolute discretion, seek a Special Project Proposal from the Service Provider in respect of such works; and

- (c) is under no obligation to engage the Service Provider to undertake such works as a Special Project and may carry out such works itself or engage any other person to carry out such works.

8.2 Special Project Proposal

- (a) RMS may, at any time during the Contract Term, issue to the Service Provider a notice in respect of a proposed Special Project entitled "Special Project Proposal Request".
- (b) Within 10 Business Days of receipt of a notice under paragraph (a), the Service Provider must, at its cost, provide RMS with:
 - (i) a scope of works for the preparation of the Special Project Proposal;
 - (ii) a program for the preparation of the Special Project Proposal;
 - (iii) an estimate of the costs of preparing the Special Project Proposal which are additional to the amounts payable in respect of Program Management for the current Forward Works Program; and
 - (iv) the effect (if any) which the Service Provider anticipates that the performance of the Special Project will have on the Service Provider's current Forward Works Program and any other Services which are required to be performed by the Service Provider under this document.
- (c) Within the time set out in the program contemplated by paragraph (b)(ii) (or such other period agreed between the parties), the Service Provider must provide RMS with a Special Project Proposal which must set out:
 - (i) a proposal for delivery of the Special Project;
 - (ii) details of the scope and proposed specifications for the Special Project;
 - (iii) the Service Provider's proposed method and program for the Special Project;
 - (iv) the Service Provider's estimate for the cost of undertaking the Special Project calculated in accordance with the Pricing Schedule having regards to the Payment Type for the Special Project specified by RMS in its Special Project Proposal Request;
 - (v) further details regarding the effect (if any) which the Service Provider anticipates that the performance of the Special Project will have on the Service Provider's current Forward Works Program and any other Services which are required to be performed by the Service Provider under this document; and
 - (vi) any other details specified by RMS in its "Special Project Proposal Request".
- (d) RMS and the Service Provider must seek to agree within 10 Business Days of the Service Provider's notice under paragraph (c):
 - (i) the price for the Special Project calculated in accordance with the Pricing Schedule; and
 - (ii) the inputs for Schedule 1 of the Work Terms applicable to the Special Project (including the Date for Completion).

- (e) RMS will, if the parties agree the terms on which the Service Provider will carry out the Special Project, issue a Special Project Order.
- (f) If the parties cannot reach agreement within the time specified in paragraph (d) or such other period as the parties may agree, RMS may seek competitive tenders for the work comprising the Special Project.
- (g) In the circumstances set out in paragraph (f), RMS will pay the Service Provider the reasonable and properly incurred cost of preparing its Special Project Proposal provided that RMS, acting reasonably, considers that the Special Project Proposal, despite not being acceptable to RMS, was nevertheless technically and commercially reasonable.

8.3 Special Project Orders

- (a) The Service Provider must not commence the carrying out of a Special Project unless RMS has issued a Special Project Order.
- (b) RMS may issue a Special Project Order by email, facsimile, post or verbally. RMS will only issue a Special Project Order verbally where RMS considers it appropriate to do so and where the work is urgently required. RMS will confirm the Special Project Order issued verbally in writing as soon as possible.

8.4 Special Projects to be carried out concurrently with other Services

The Service Provider acknowledges and agrees that, except as specified in a Special Project Proposal and agreed by RMS, the Service Provider must carry out Special Projects concurrently with other work and must ensure that Special Projects do not impact on any other elements of the Services.

9. PROJECT WORKS

9.1 Work Terms

- (a) The Service Provider must carry out all Project Works in accordance with the relevant Work Terms and this document.
- (b) The terms of the General Conditions will take precedence over the Work Terms to the extent of any inconsistency.

9.2 Expiry of the Contract Term

To the extent that the Service Provider has not, prior to the Expiry Date, satisfied any of its obligations under the Work Terms or this document for:

- (a) any Special Project; or
- (b) any Complex Minor Improvement Works that are the subject of a direction under clause 7.2(b)(ii),

such obligations will survive the expiry of the Contract Term.

10. CHANGES

10.1 RMS may direct Changes

- (a) RMS may direct a Change in writing at any time during the Contract Term, and the Service Provider must comply with such direction.

- (b) Without limiting the generality of paragraph (a), the Service Provider acknowledges and agrees that during the Contract Term RMS may direct a Change which arises out of or is connected with any road projects commissioned by RMS, TfNSW or any other Authority and the Service Provider must comply with such direction.

10.2 **Proposed Changes**

- (a) If requested by RMS, the Service Provider must advise RMS in writing of:
 - (i) the cost and quality implications (if any) of a proposed Change; and
 - (ii) any other effect on the Services or on any matter specified, within the time specified in the request.
- (b) In advising RMS of its effect on the Services, the Service Provider acknowledges its responsibilities under clause 10.4.

10.3 **Valuation of Changes**

- (a) The parties must endeavour to agree the value and effect of a proposed Change having regard to the Pricing Schedule.
- (b) The Service Provider must not implement any proposed Change until:
 - (i) the parties have agreed on its cost, time and quality implications and other effects (if any) on the Services; or
 - (ii) RMS directs the Service Provider to proceed under clause 10.1.
- (c) If RMS has directed a Change under clause 10.1 and the parties are unable to agree the value and effect of the Change under this clause 10.3:
 - (i) the Service Provider must implement the Change if directed to do so by RMS; and
 - (ii) either party may refer the matter for resolution under clause 36.

10.4 **Carrying out a Change**

In carrying out a Change, the Service Provider must:

- (a) carry out any additional work associated with the Change concurrently with other work wherever possible; and
- (b) otherwise minimise the effect of the Change on the carrying out of the Services.

10.5 **Claim for Change by the Service Provider**

- (a) Regardless of any other provision of this document, if the Service Provider considers that a Change applies but RMS has not directed a Change, the Service Provider may, by notice in writing to RMS, make a claim within 10 Business Days from the occurrence of the event giving rise to the Change, or from the time when the event should have become known to the Service Provider with reasonable diligence on its part.
- (b) If an event that is the subject of a notice issued by the Service Provider under paragraph (a) constitutes a Change, such Change will be valued under clause 10.3.

10.6 Pre-Agreed Change

- (a) RMS may in its absolute discretion, direct by way of Change any Pre-Agreed Change described in section 1 of Schedule 22, by giving written notice to the Service Provider by the applicable date specified in section 1 of Schedule 22.
- (b) RMS and the Service Provider agree that if RMS directs the Service Provider to carry out a Pre-Agreed Change under paragraph (a) by the relevant dates specified in section 1 of Schedule 22, this document will be deemed to be amended to include the relevant amendments set out in section 1 of Schedule 22 from the date the Service Provider receives such notice until 5 years after the Full Services Commencement Date (or such other period specified in the notice issued by RMS). The Service Provider acknowledges and agrees that after the expiry of this period, the works and services which comprise the Pre-Agreed Change will not form part of the Services.
- (c) Where RMS directs a Pre-Agreed Change under paragraph (a), the Service Provider, in respect of that Pre-Agreed Change:
 - (i) must carry out its obligations under this document as amended by paragraph (b); and
 - (ii) acknowledges that the payments contemplated by section 2 of Schedule 22 will be full compensation for any cost, loss, damage or delay it suffers or incurs arising out of or in connection with the issue of such notice.
- (d) RMS may direct a Change under clause 10.1 that involves the same (or similar) changes to the Services as a Pre-Agreed Change after the relevant date for giving notice of the Pre-Agreed Change specified in section 1 of Schedule 22.
- (e) If RMS takes the action described in paragraph (d), the Change will be valued in accordance with clause 10.3.

10.7 Omissions

If RMS directs a Change decreasing or omitting any work or services from the Services:

- (a) RMS may thereafter either perform such work or services itself or employ or engage another person or persons to do so; and
- (b) RMS will not be liable in respect of any Claim (insofar as is permitted by Law) by the Service Provider as a result of any work or services being omitted or deleted from the Services whether or not RMS thereafter performs such work or services itself or employs or engages another person or persons to do so.

10.8 Change Events

- (a) If the Service Provider considers that a Change Event has occurred, the Service Provider may, by notice in writing to RMS, make a claim within 5 Business Days from the occurrence of the Change Event, or from the time when the Change Event should have become known to the Service Provider with reasonable diligence on its part. Any notice issued by the Service Provider under this paragraph (a) must include details of the Change Event.
- (b) As soon as practicable but no later than 15 Business Days after the issue of notice under paragraph (a), the Service Provider must provide RMS with details of:
 - (i) the impact of the Change Event on:

- (A) the Services;
 - (B) the cost to the Service Provider of providing the Services; and
 - (C) the program for provision of the Services, including any Milestone; and
- (ii) any other matters that the Service Provider considers relevant or are required by RMS.
- (c) Following receipt of the information under paragraph (b), the parties must endeavour to agree the value and effect of a Change Event having regard to the Change Benchmarking Guide and the Pricing Schedule.
- (d) If the parties are unable to agree the value and effect of a Change Event either party may refer the matter for resolution under clause 36.
- (e) The Service Provider must take all reasonable steps to avoid or minimise the consequences of any Change Event.

11. LAW GUIDELINES AND GOVERNMENT REQUIREMENTS

11.1 Law

The Service Provider must:

- (a) in carrying out the Services comply with all Law;
- (b) give all notices necessary to comply with all Law; and
- (c) pay all fees, charges and other imposts necessary to comply with the requirements of all Law, including all Approvals.

11.2 Relevant Authorities

- (a) Unless otherwise provided in this document, the Service Provider must, before carrying out any Services, notify all relevant Authorities whose approval is required for the Services or whose interests may be affected by the carrying out of the Services.
- (b) The Service Provider must:
 - (i) obtain and maintain all Approvals necessary for the performance of the Services; and
 - (ii) give all notices necessary to comply with the requirements of any Authority.
- (c) The Service Provider must give to RMS upon request copies of documents issued to the Service Provider by any Authority or to any Authority by the Service Provider, in respect of the Services and in particular, any Approvals in connection with the Services and the Zone Network. The Service Provider must provide the original documents to RMS at the end of the Contract Term.

11.3 Other Authorities

The Service Provider acknowledges and agrees that:

- (a) there are Authorities (other than RMS) with jurisdiction over aspects of the Zone Network or the Services; and

- (b) such Authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Services.

11.4 Compliance with policies, codes and guidelines

Without limiting its other obligations under this document, the Service Provider must:

- (a) comply with:
 - (i) all RMS policies that are applicable to the Services and which are notified to the Service Provider;
 - (ii) the RMS Statement of Business Ethics;
 - (iii) the RMS Customer Charter;
 - (iv) NSW Government Policy Documents;
 - (v) all relevant statutory reporting requirements; and
 - (vi) its obligations under clauses 11.5 to 11.13; and
- (b) demonstrate to RMS its compliance with paragraph (a) whenever RMS requests it to do so.

11.4A NSW Code and NSW Guidelines

(a) Interpretation of this clause

In addition to terms defined in this document, terms used in this clause 11.4A have the same meaning as is attributed to them in the NSW Code and the NSW Guidelines. The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

(b) Primary obligations

- (i) The Service Provider must at all times comply with, and meet any obligations imposed by, the NSW Code and NSW Guidelines.
- (ii) The Service Provider must notify the CCU and RMS of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- (iii) Where the Service Provider engages a subcontractor or consultant, the Service Provider must ensure that that contract imposes on the subcontractor or consultant equivalent obligations to those in this clause 11.4A (under the heading NSW Code and NSW Guidelines), including that the subcontractor or consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- (iv) The Service Provider must not appoint or engage another party in relation to the project where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

(c) Access and information

- (i) The Service Provider must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its subcontractors, consultants and related entities.

- (ii) The Service Provider must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (A) enter and have access to sites and premises controlled by the Service Provider, including but not limited to the project site;
 - (B) inspect any work, material, machinery, appliance, article or facility;
 - (C) access information and documents;
 - (D) inspect and copy any record relevant to the project;
 - (E) have access to personnel; and
 - (F) interview any person,as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Service Provider, its subcontractors, consultants, and related entities.
- (iii) The Service Provider, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

(d) **Sanctions**

- (i) The Service Provider warrants that at the time of entering into this document, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- (ii) The Service Provider acknowledges that:
 - (A) if the Service Provider does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
 - (B) where a sanction is imposed:
 - (aa) it is without prejudice to any rights that would otherwise accrue to the parties; and
 - (bb) the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - (cc) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and
 - (dd) take them into account in the evaluation of future procurement processes and responses that may be submitted by the Service Provider, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

(e) **Compliance**

- (i) The Service Provider bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Service Provider is not entitled to make a claim for reimbursement or an extension of time from RMS or the State of NSW for such costs.
- (ii) Compliance with the NSW Code and NSW Guidelines does not relieve the Service Provider from responsibility to perform the works and any other obligation under the contract, or from liability for any defect in the works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
- (iii) Where a change in the contract or works is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Service Provider must immediately notify RMS (or nominee) of the change, or likely change and specify:
 - (A) the circumstances of the proposed change;
 - (B) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
 - (C) what steps the Service Provider proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to the Industrial Relations Plan or the WHS Management Plan)
- (iv) RMS will direct the Service Provider as to the course it must adopt within 10 Business Days of receiving notice.

11.5 Accreditation and prequalification

- (a) The Service Provider (or one or more of the entities that comprise the Service Provider) must achieve and maintain the prequalification levels required by RMS from time to time for each Prequalified Area of Work.
- (b) Without limiting paragraph (a), the Service Provider (or one or more of the entities that comprise the Service Provider) must achieve and maintain prequalification in the R4, B2 and F150 categories throughout the Contract Term.

11.6 Work health and safety management

- (a) The Service Provider is responsible for and must comply with the requirements of this document for work health and safety in accordance with the express provisions of the WHS Act and the WHS Regulation. This includes the NSW Government "Work Health and Safety Management Systems and Auditing Guidelines" (**WHS Management Systems and Auditing Guidelines**).
- (b) The Service Provider must have in place a work health and safety system and ensure such system complies with, and is accredited in accordance with, the WHS Management Systems and Auditing Guidelines.
- (c) The Service Provider must systematically manage its work health and safety management processes in accordance with the systems, plans, standards and codes specified in this document.
- (d) The Service Provider must review and update the WHS Management Plan so that it remains at all times compliant with Law.

11.7 Engagement as Principal Contractor under the WHS Regulation

- (a) To the extent that the Service Provider carries out construction work as part of the Services or as otherwise required under this document, RMS:
 - (i) engages Downer EDI Works Pty Ltd ABN 66 008 709 608 as the principal contractor under clause 293 of the WHS Regulation for the construction project(s) which form the relevant parts of the Services, and the Service Provider accepts such engagement; and
 - (ii) authorises the Service Provider to have management or control of those workplaces necessary to discharge the duties of a principal contractor under Chapter 6 of the WHS Regulation.
- (b) The Service Provider shall carry out and ensure compliance with its duties as principal contractor under the WHS Regulation in respect of the engagement referred to in paragraph (a).
- (c) If the Service Provider fails to comply with any of its duties referred to in paragraph (b), RMS may have the Service Provider's obligations carried out by RMS or by others and the cost incurred by RMS in having those obligations carried out will be a debt due from the Service Provider to RMS.
- (d) To the extent permitted by Law, the Service Provider indemnifies RMS from and against any damage, expense, loss, liability or claim suffered or incurred by or against RMS to the extent caused or contributed to by a breach by the Service Provider of its obligations under this clause 11.7.
- (e) Without limiting the Service Provider's obligations elsewhere under this document, the Service Provider must, so far as is reasonably practicable:
 - (i) manage risks associated with the carrying out of the construction project(s); and
 - (ii) ensure that all workplaces are secured from unauthorised access, and in doing so, have regard to all relevant matters including risks to health and safety arising from unauthorised access to the workplace, the likelihood of unauthorised access occurring and to the extent that unauthorised access to the workplace cannot be prevented, how to isolate hazards within the workplace.
- (f) Without limiting the Service Provider's reporting or other obligations elsewhere under this document, the Service Provider must promptly provide RMS with a copy of:
 - (i) the written WHS Management Plan for the workplace, including any revisions that are made to the WHS Management Plan under clause 311 of the WHS Regulation;
 - (ii) the site induction process;
 - (iii) any safe work method statements which have been obtained under clause 312 of the WHS Regulation;
 - (iv) the Service Provider's records in relation to the steps the Service Provider has taken to make persons carrying out work aware of the content of the WHS Management Plan in accordance with clause 310 of the WHS Regulation;

- (v) the Service Provider's records in relation to the steps the Service Provider has taken to comply with clause 314 of the WHS Regulation;
- (vi) the Service Provider's records in relation to the steps the Service Provider has taken to comply with clause 315 of the WHS Regulation; and
- (vii) any other registers, records and documents,

that the Service Provider prepares, maintains, keeps or obtains in connection with its obligations as a principal contractor under the WHS Regulation.

- (g) Nothing in this clause 11.7 or elsewhere in this document in any way limits or excludes the obligations the Service Provider has as a principal contractor under the WHS Regulation.
- (h) Nothing in this clause 11.7 requires RMS to monitor the Service Provider's compliance with this clause 11.7 and the WHS Regulation. Any monitoring or review by RMS is solely for the benefit of RMS and no monitoring, review or approval (or failure to do those actions) by RMS will relieve the Service Provider from its obligations under this clause 11.7 and/or the WHS Regulation.
- (i) In this clause 11.7:
 - (i) the terms principal contractor and construction project have the same meanings given to those terms under the WHS Regulation; and
 - (ii) the term workplace has the meaning given to that term under the WHS Act.

11.8 **Industrial relations management**

- (a) The Service Provider must manage all aspects of industrial relations on the Zone and otherwise in connection with this document, and keep RMS informed of industrial relations issues which affect or are likely to affect the carrying out of the Services.
- (b) Subject to the provisions of any Law and the express provisions of this document, the Service Provider must comply with the NSW Government "Industrial Relations Management Guidelines".

11.9 **Quality management**

- (a) The Service Provider must systematically manage its processes in accordance with the Quality Management Plan and monitor its own performance and compliance with the systems, processes and procedures specified in the Quality Management Plan.
- (b) The Service Provider must:
 - (i) review and update the Service Provider's quality management procedures and documentation (including the Quality Management Plan) so as to ensure the quality of the Services complies with the requirements of this document;
 - (ii) establish, maintain and keep records of all activities related to the management of quality; and
 - (iii) provide sufficient access to the workplace, and to information, records and other relevant documentation, resources (including personnel) and all other things necessary to allow RMS to carry out reviews, surveillance and audit of

the Service Provider's procedures and conformance with the quality management requirements under this document.

11.10 Long service levy

- (a) The Service Provider must:
 - (i) pay to the Long Service Corporation or its agent, the amount of the long service levy payable in respect of the construction work under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
 - (ii) produce to RMS the documentary evidence of payment of the levy, unless RMS agrees to pay the levy directly to the Long Service Corporation.
- (b) If the Service Provider applies to the Long Service Corporation to pay the long services levy by instalments, RMS will provide documentation to support the Service Provider's application for instalment payment on an annual basis to the Long Service Corporation. This will include RMS' determination of the cost for the purpose of calculating the levy.
- (c) Following receipt of documentary evidence of payment of the levy, RMS will reimburse the Service Provider in accordance with Schedule 7.

11.11 Registration and licences

- (a) The Service Provider must register all vehicles and Service Provider's Plant used in performing work in connection with this document which are required by Law to be registered.
- (b) The Service Provider must ensure that all drivers who operate vehicles and Service Provider's Plant in performing work in connection with this document are properly and appropriately licensed as required by Law to operate the vehicles or Service Provider's Plant.

11.12 Liability under the NGER Legislation

- (a) The Service Provider and RMS acknowledge and agree that, subject to paragraph (c), if any of the Services constitute a "facility" within the meaning of the NGER Legislation, then for the purposes of the NGER Legislation, the Service Provider has operational control of that facility or facilities.
- (b) If, despite the operation of paragraph (a), RMS incurs a liability under the NGER Legislation as a result of or in connection with the Services, and the NGER Legislation provides that such liability can be transferred by RMS to the Service Provider, the Service Provider must, upon the request of RMS, do all things reasonably necessary to transfer the liability to the Service Provider.
- (c) Nothing in this clause 11.12 is intended to confer any liability on the Service Provider under the NGER Legislation in respect of the:
 - (i) operation of the Zone Network or any Road that forms part of the Zone Network; or
 - (ii) use of the Zone Network or any Road that forms part of the Zone Network by the public.

11.13 Emissions and Energy Data

- (a) If requested by RMS, the Service Provider must provide RMS with a copy of the Service Provider's Emissions and Energy Data in accordance with paragraph (b). The Service Provider acknowledges and agrees that RMS may use the Service Provider's Emissions and Energy Data for any purpose as it sees fit.
- (b) The Service Provider must:
 - (i) provide the Service Provider's Emissions and Energy Data to RMS in the same manner, form and level of detail and based on the same methods as if the Service Provider were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and RMS was that Authority;
 - (ii) retain records of its activities that are the basis of the Service Provider's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
 - (iii) permit the Service Provider's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by RMS or any Authority, and co-operate with and provide all reasonable assistance to any such persons, including giving access to premises and materials, producing and giving access to documents (including any records kept and retained under this paragraph (b)) and answering questions.
- (c) Without limiting paragraph (b), the Service Provider must assist RMS to comply with the NGER Legislation in relation to any aspect of the Services.
- (d) The Service Provider acknowledges and agrees that RMS may provide or otherwise disclose the Service Provider's Emissions and Energy Data to any Authority.
- (e) The Service Provider warrants that any Emissions and Energy Data provided to RMS under this clause 11.13 is not false or misleading.

12. SUBCONTRACTING

12.1 Service Provider's responsibility

- (a) The Service Provider is solely responsible for:
 - (i) all Personnel and all Subcontractor's subcontractors, consultants and suppliers (of any tier in this contracting chain) and their officers, employees and agents, including any act or omission by such persons; and
 - (ii) the consequences of the termination of any Subcontract.
- (b) The Service Provider must not subcontract the whole of the Services, but may subcontract parts of the Services in accordance with this clause 12.
- (c) The Service Provider must employ, and must ensure that its Subcontractors employ, in connection with the Services only such persons as are careful, skilled and experienced in their respective trades and callings and who are competent to perform any work or services for which they are engaged.
- (d) The Service Provider must maintain a register of all Subcontractors engaged in the provision of the Services, which must include:

- (i) the names and addresses of all Subcontractors; and
- (ii) details of the scope of work for all Subcontractors.

12.2 Engaging Subcontractors

- (a) Before engaging any Subcontractor the Service Provider must:
 - (i) provide RMS with:
 - (A) the name and address of the proposed Subcontractor; and
 - (B) details of the proposed scope of work for the Subcontractor; and
 - (ii) if requested by RMS, provide to RMS copies of any Subcontracts (including all pricing information).
- (b) RMS may object to the appointment of any proposed Subcontractor on reasonable grounds. If RMS objects to any proposed Subcontractor the Service Provider must at its own cost propose another Subcontractor.
- (c) For each trade or area of work or services which is a Prequalified Area of Work the Service Provider must use only Subcontractors prequalified in that category unless the Service Provider is itself prequalified in that category. Upon request, RMS will provide to the Service Provider a list of prequalified contractors for each Prequalified Area of Work.
- (d) If the Service Provider terminates a Subcontract, this clause 12 will apply to any replacement Subcontract.
- (e) The Service Provider may permit a Subcontractor to subcontract part, but not all, of its work.

12.3 Responsibility for Subcontractors

- (a) The Service Provider must ensure that all workers who may at any time be employed on activities connected with the Services, either by the Service Provider or any Subcontractor, are engaged on terms which are no worse than those prescribed by any:
 - (i) relevant Law;
 - (ii) award applicable to the worker; or
 - (iii) determination, judgment or agreement,concerning the worker's minimum terms of employment.
- (b) The Service Provider must include in any Subcontract a clause requiring the Subcontractor to:
 - (i) comply with the provisions of paragraph (a);
 - (ii) include clauses to the effect of this clause in that Subcontract or any subsequent Subcontract or consultancy agreement; and
 - (iii) cooperate with and provide access to the Service Provider or any auditor appointed pursuant to paragraph (d) all books, ledgers and other records relating to the payment of wages and other benefits to workers engaged by

that Subcontractor in performing any part of the Services so as to verify compliance by the Subcontractor with the requirements of paragraph (a).

- (c) The Service Provider must enforce the provisions required by paragraph (b) for each and any part of the Services.
- (d) RMS is entitled to inspect all books, ledgers and other records of wages or other payments made to any persons employed by the Service Provider on any Services in respect of that employment, to verify compliance by the Service Provider with the requirements of paragraph (a). If directed by RMS, the Service Provider must commission a third party auditor (whose identity must first be approved by RMS) to audit the payment of wages and other benefits to all workers engaged on any Services.

12.4 **Subcontract provisions**

- (a) The Service Provider must ensure that each Subcontract includes the following provisions:
 - (i) **(payment)**: payment terms which require the Service Provider to make all payments to its Subcontractors within 20 Business Days of receipt of a valid claim for payment from any Subcontractor;
 - (ii) **(audit)**: audit provisions which require the Subcontractor to permit RMS and the Service Provider to carry out audits and inspections of the Subcontractors records on the same terms as clause 22;
 - (iii) **(novation)**: provisions to allow the novation of each Subcontract to RMS in the circumstances contemplated by clause 44.2(a)(vi); and
 - (iv) **(step-in)**: provisions which will require the Subcontractor to co-operate with and assist RMS if RMS exercises its step-in rights under clause 39.2.
 - (v) **(insurance)**: provisions relating to insurance which will enable the Service Provider to comply with its obligations under clause 30.2.
- (b) Where the Service Provider is a joint venture, the Service Provider must ensure that each Subcontract between the Service Provider and any of its joint venture participants includes provisions which require the Subcontractor to provide the Service Provider and RMS with open book access to all financial information in any way connected with the Subcontract, including details of:
 - (i) all costs incurred by the Subcontractor in carrying out any part of the Services, regardless of the basis upon which the Service Provider is paying for such parts of the Services; and
 - (ii) all cost estimates prepared by the Subcontractor under the Subcontract.

12.5 **Application of clause 12 to the JV Labour Guarantee Deed**

The parties acknowledge and agree that:

- (a) the JV Labour Guarantee Deed is not a Subcontract for the purpose of clause 12.1(b) or clause 12.2; and
- (b) this clause 12 does not limit or otherwise affect the terms of the JV Labour Guarantee Deed.

PART B – CONTRACT MANAGEMENT

13. INTEGRATED CONTRACT MANAGEMENT SYSTEM (ICMS)

13.1 Purpose

- (a) The intended purpose of and requirements for the ICMS is set out in section 5.1 of the SMCSR.
- (b) The Service Provider warrants that the ICMS will at all times be fit for its intended purpose.

13.2 ICMS

The Service Provider must establish and implement the ICMS, which must:

- (a) cover all management systems required for the performance of the Services and its other obligations under this document (including the interface with RMS' management systems);
- (b) satisfy the requirements of, as applicable:
 - (i) AS/NZS ISO 9001:2008 for quality management;
 - (ii) AS/NZS ISO 14001:2004 for environmental management;
 - (iii) AS4801:2001 for occupational health and safety;
 - (iv) AS4360:2004 for risk management;
 - (v) all amendments and updates to the standards listed in paragraphs (b)(i) to (b)(iv) (both inclusive) (as from the date of issue of the relevant amendment or update); and
 - (vi) any applicable Authority;
- (c) align the management processes of the Service Provider, its Subcontractors and RMS;
- (d) satisfy the other requirements of this document, including section 5 of the SMCSR; and
- (e) maximise the understanding and acceptance by the Service Provider, its Subcontractors and RMS of the management processes to be used for the performance of the Services and other obligations under this document.

13.3 Monitoring and auditing

The Service Provider must allow RMS, and persons authorised by RMS, access to the ICMS and the document management systems of each Subcontractor and their subcontractors, consultants and suppliers (of any tier in this documenting chain) to enable monitoring and auditing. RMS will carry out any such inspections in a manner which does not unreasonably interfere with the Service Provider's performance of the Services.

14. SERVICE PLANS

14.1 Service Plans

- (a) Each Service Plan must:

- (i) comply with the requirements of the SMCSR; and
 - (ii) be consistent with the Initial Service Plans.
- (b) The Service Provider:
- (i) must comply with the Service Plans; and
 - (ii) agrees that complying with the Service Plans will not in any way lessen or affect:
 - (A) its liabilities or responsibilities under this document or otherwise according to Law; or
 - (B) RMS' rights against the Service Provider, whether under this document or otherwise according to Law.
- (c) The Service Provider acknowledges and agrees that the Service Plans will require ongoing development, amendment and updating during the Contract Term, including to take into account:
- (i) the requirements of any Forward Works Program;
 - (ii) updates to any Forward Works Program;
 - (iii) Changes;
 - (iv) Changes in Law;
 - (v) the carrying out of any Special Projects;
 - (vi) the outcomes from each performance review meeting contemplated by clause 20.1; and
 - (vii) any other events or circumstances which occur or come into existence and which have, or may have, an effect on the manner in which the Service Provider carries out the Services.
- (d) The Service Provider warrants that each Service Plan:
- (i) will:
 - (A) contain the contents required by the SMCSR;
 - (B) be fit for its intended purpose; and
 - (C) otherwise comply with the requirements of this document; and
 - (ii) does not infringe any Intellectual Property Rights and any use by RMS (or any person authorised by RMS) of that Service Plan for its intended purpose will not infringe any Intellectual Property Rights.
- (e) The Service Provider must promptly develop, amend or update each Service Plan to take into account:
- (i) the circumstances and events referred to in paragraph (c) as those circumstances and events occur or come into existence; and
 - (ii) any breach or potential breach of the warranties referred to in paragraph (d),

and submit to RMS the developed, amended or updated Service Plan as soon as the further development, amendment or updating is complete. Clause 14.2 will apply to RMS' review of the developed, amended or updated Service Plan.

14.2 Review of Service Plans

- (a) The Service Provider must submit the Service Plans to RMS:
 - (i) no later than 30 Business Days prior to the end of the Mobilisation Stage;
 - (ii) within 10 Business Days of the end of each performance review meeting contemplated by clause 20.1; and
 - (iii) in accordance with clause 14.1(e) when the Service Plans are developed, amended or updated.
- (b) The Service Provider must, if required by RMS, ensure that appropriate personnel are available to:
 - (i) explain the Service Plans; and
 - (ii) provide such information regarding the Service Plans as RMS reasonably requests.
- (c) Within 20 Business Days after submission by the Service Provider of a Service Plan to RMS, RMS will notify the Service Provider in writing that:
 - (i) the Service Plan is "Not Rejected"; or
 - (ii) the Service Plan is "Rejected", if in the reasonable opinion of RMS, that Service Plan does not comply with the requirements of this document, and provide written reasons for the rejection.
- (d) If RMS does not issue a notice under paragraph (c) within the required timeframe, the relevant Service Plan will be deemed to be "Not Rejected".
- (e) The Service Provider must, within 10 Business Days of receipt of notice from RMS that a Service Plan is "Rejected", amend that Service Plan and submit it to RMS.
- (f) Paragraph (c) will reapply to the amended Service Plan submitted under paragraph (e), except that the amended Service Plan may be "Rejected" by RMS only in respect of a failure by the Service Provider to address the reasons given by RMS when it notified the Service Provider that such Service Plan was "Rejected".

14.3 No restriction on RMS' rights

RMS and the Service Provider acknowledge and agree that:

- (a) RMS and RMS' Representative do not owe a duty to the Service Provider:
 - (i) to review any Service Plan submitted by the Service Provider to RMS for errors or compliance with the requirements of this document;
 - (ii) in any review undertaken of any Service Plan; or
 - (iii) to consult with the Service Provider or to make any comments regarding any Service Plan;

- (b) RMS' or RMS' Representative's review or rejection of, or consultation or comments on, or any other direction or act or omission with respect to any Service Plan (including any failure by RMS or RMS' Representative to review, reject, consult or comment regarding any Service Plan), will not lessen or otherwise affect:
 - (i) the Service Provider's warranties under clause 14.1(d) and any of its obligations or liabilities under this document or according to Law; or
 - (ii) RMS' rights against the Service Provider under this document or according to Law; and
- (c) RMS' exercise of (or failure to exercise) any of its rights under clause 14.2 will not preclude RMS from subsequently asserting that a Service Plan does not comply with the requirements of this document.

14.4 **No relief**

- (a) The Service Provider will not be relieved from any of its obligations under this document or from any of its liabilities under this document or according to Law as a result of:
 - (i) complying with its obligations under clauses 14.1 and 14.2 to develop, amend, update and submit to RMS each Service Plan; or
 - (ii) RMS, or anyone acting on behalf of RMS, failing to detect any non-compliance in any Service Plan or the Service Provider's obligations under clauses 14.1 and 14.2, including where any failure arises from any negligence on the part of RMS, RMS' Representative or any other person.
- (b) The Service Provider complying with its obligations under clauses 14.1 and 14.2 is not evidence of the Service Provider complying with its other obligations under this document.

PART C – ADMINISTRATION

15. **MANAGEMENT REVIEW GROUP**

15.1 **Structure, purpose and role of the Management Review Group**

- (a) The Management Review Group will consist of two high level executives from each of RMS and the Service Provider.
- (b) The members of the Management Review Group must not have any role in the day to day management of the Services.
- (c) The purpose and role of the Management Review Group is to:
 - (i) provide:
 - (A) leadership to the relationship between RMS and the Service Provider;
 - (B) strategic direction to ensure:
 - (aa) the achievement of the RMS Objectives; and
 - (bb) that the Services are carried out in a manner consistent with the Stewardship Principles;

- (C) high level review of the Service Provider's performance of the Services including the achievement of all Milestones; and
 - (D) a forum for resolving those Disputes referred to it pursuant to clause 36.3(b).
- (ii) determine the matters referred to it in accordance with the terms of this document, including the Service Provider's performance against the KPIs and KRAs; and
 - (iii) approve each Forward Works Program.
- (d) The Management Review Group may obtain expert assistance, the cost of which will be borne equally by the parties unless the Management Review Group resolves otherwise.

15.2 Mobilisation of Management Review Group

- (a) For the purposes of the Management Review Group, each party appoints its respective Initial MRG Appointees as its Management Review Group members for a period of no less than two years.
- (b) Each party may replace their appointed Management Review Group members on 10 Business Days' notice with a new member or members of equivalent or higher seniority.
- (c) RMS will nominate one of its appointed Management Review Group members to be the Management Review Group Chairperson.

15.3 Meetings of Management Review Group

- (a) Meetings of the Management Review Group must be held:
 - (i) at intervals not exceeding 3 months; or
 - (ii) within 10 Business Days of:
 - (A) any Management Review Group member requesting a meeting; or
 - (B) a Dispute being referred to it pursuant to clause 36.3(b).
- (b) The Management Review Group Chairperson (or their delegate) will convene and chair meetings of the Management Review Group.

15.4 Quorum and voting

- (a) A quorum for meetings of the Management Review Group is four members.
- (b) Any resolution of the Management Review Group must be unanimous.
- (c) There is no obligation on any member of the Management Review Group to agree to any resolution.

15.5 Minutes

The Management Review Group Chairperson or their delegate will produce minutes which record in writing all resolutions of the Management Review Group and any other agreed matters within one week of each Management Review Group meeting.

15.6 **Resolutions**

Resolutions of the Management Review Group are binding on both parties.

15.7 **Non-delegation of power**

No member of the Management Review Group may delegate any of the member's rights or duties under this clause 15.7 except where:

- (a) the proposed delegate is of equivalent or higher seniority; and
- (b) the other members of the Management Review Group agree in writing to such delegation.

16. **REPRESENTATIVES**

16.1 **Service Provider's Authorised Person**

- (a) The Service Provider must ensure that at all times there is a person appointed to act with its full authority in all matters relating to this document as the Service Provider's Authorised Person.
- (b) If RMS reasonably objects to the person appointed as the Service Provider's Authorised Person, the Service Provider must replace that person.

16.2 **RMS' Representative**

- (a) RMS must:
 - (i) ensure that there is a person appointed to act on behalf of RMS in relation to this document as RMS' Representative;
 - (ii) advise the Service Provider in writing of any limitations or qualifications to the powers of RMS' Representative; and
 - (iii) keep the Service Provider informed in writing of the name of RMS' Representative and promptly notify the Service Provider if the person appointed as RMS' Representative is changed.
- (b) RMS' Representative:
 - (i) acts only as an agent of RMS; and
 - (ii) does not act as an independent certifier, assessor or valuer.
- (c) RMS' Representative may delegate any of its powers to others except the power to delegate. RMS will advise the Service Provider in writing if RMS' Representative delegates any of its powers to others.

17. **MANAGEMENT TEAM**

17.1 **Structure, purpose and role of the Management Team**

- (a) The Management Team will consist of RMS' Representative and the Service Provider's Authorised Person.
- (b) The purpose and role of the Management Team is to:

- (i) discuss and review the progress of the Service Provider's delivery of the Services (including the performance against the Performance Framework) and to identify priorities for improvement;
 - (ii) discuss and review matters addressed in the Monthly Report;
 - (iii) prepare agenda items for discussion at meetings of the Management Review Group and, where appropriate, prepare recommendations for the Management Review Group;
 - (iv) measure, forecast and report performance to the Management Review Group and others, as required;
 - (v) implement the resolutions of the Management Review Group;
 - (vi) review the Service Provider's performance against the agreed program and its achievement of all Milestones;
 - (vii) review issues arising out of community relations and community concerns;
 - (viii) review issues arising out of the quality of the Services;
 - (ix) review environmental issues; and
 - (x) review safety issues.
- (c) The Management Team will evaluate and monitor performance of the Service Provider's obligations under the Contract.

17.2 Meetings of Management Team

- (a) Meetings of the Management Team must be held at intervals not exceeding one month or within 5 Business Days of any member of the Management Team requesting a meeting.
- (b) RMS' Representative will convene and chair the first meeting of the Management Team. Thereafter, RMS' Representative and the Service Provider's Authorised Person will alternate to convene and chair meetings of the Management Team.
- (c) RMS' Representative may direct the Service Provider to procure the attendance at Management Team meetings of:
 - (i) any Key Personnel;
 - (ii) any Personnel; and
 - (iii) any Subcontractor's subcontractor(s), supplier(s) or consultant(s) (of any tier in the contracting chain) concerned with the matters to be discussed at such meeting.
- (d) The parties must decide jointly on participation in Management Team meetings by other persons concerned with the Services, such as representatives of Authorities, Road users and local community representatives. Participation in meetings does not give the participants any additional rights or responsibilities.
- (e) Each party and any others who participate in the Management Team meetings must meet their own costs for attendance at the meetings and the parties will share equally the other costs.

17.3 **Minutes**

The person chairing the Management Team meeting or their delegate must, within one week of the Management Team meeting, produce minutes which record in writing the discussions and resolutions of the Management Team and any other agreed matters.

17.4 **Resolutions**

Resolutions of the Management Team are binding on both parties, except to the extent RMS has under clause 16.2(a)(ii) relevantly limited or qualified RMS' Representative's powers.

17.5 **Non-delegation of power**

No member of the Management Team may delegate any of their duties under this clause 17 except where:

- (a) the proposed delegate is of equivalent or higher seniority; and
- (b) the other member of the Management Team agrees in writing to such delegation.

18. **PERSONNEL**

18.1 **Requirements for Personnel**

- (a) The Service Provider must engage Personnel who:
 - (i) are appropriately qualified, competent and experienced in the provision of the type of services required under this document; and
 - (ii) hold and maintain all necessary licences and registrations (if applicable).
- (b) The Service Provider must not permit a person appointed in respect of this document to undertake any other assignment which would conflict with the Service Provider's obligations under this document or RMS' interests generally.
- (c) The Service Provider's responsibility for the performance of the Services and for the performance of its Personnel is not altered in any way by this clause 18 or by anything done in accordance with this clause 18.
- (d) The Service Provider must promptly replace any member of its team involved in carrying out the Services who in the reasonable opinion of RMS does not fulfil the criteria set out in paragraph (a).

18.2 **Key Personnel**

The Service Provider must:

- (a) employ the Key Personnel in the jobs specified in Schedule 14;
- (b) ensure that its Subcontractors employ the Key Personnel in the jobs specified in Schedule 14;
- (c) if no name has been specified for a particular position, promptly employ, or ensure that its Subcontractors promptly employ (as applicable), in that position a person:
 - (i) possessing at least the experience, ability and expertise required in relation to the relevant job, as set out in the "Position Description Attributes" column of the table set out in Schedule 14; and

- (ii) approved by RMS (such approval not to be unreasonably withheld);
- (d) subject to paragraph (e) and clause 15.2(a), not replace, or permit its Subcontractors to replace, any Key Personnel without the prior written approval of RMS; and
- (e) if any Key Personnel dies, becomes seriously ill or resigns from the employment of the Service Provider or a Subcontractor (as the case may be), replace, or procure that the relevant Subcontractor replaces, him or her in a timely manner with a person:
 - (i) possessing at least the experience, ability and expertise required in relation to the relevant job, as set out in the "Position Description Attributes" column of the table set out in Schedule 14; and
 - (ii) approved by RMS, which approval must not be unreasonably withheld, (except in the case of the Service Provider's Authorised Person, in which case RMS may withhold its approval in its absolute discretion).

18.3 Removal of persons

- (a) RMS may direct the Service Provider to remove from any activity connected with the Services, within such time as RMS may direct, any person employed or engaged in connection with the Services who, in the opinion of RMS, is guilty of misconduct or is incompetent or negligent. Misconduct under this clause includes discourteous behaviour towards a member of the public or other user of the Assets.
- (b) Any person who is the subject of:
 - (i) a direction under paragraph (a); or
 - (ii) a similar direction issued by RMS under any other maintenance contract between RMS and any other service provider,

must not be re-employed on activities connected with the Services without the prior written approval of RMS, which approval will not be unreasonably withheld or delayed.
- (c) The Service Provider must not allow any Personnel to use the Zone or any of the Assets for any purpose other than in connection with the Services or in connection with their rights as members of the public.

PART D – PERFORMANCE MANAGEMENT

19. PERFORMANCE REPORTING

19.1 Monthly Report

By no later than 10 Business Days after the end of each month, the Service Provider must provide RMS with a Monthly Report which includes:

- (a) the details required by section 4.12.3 of the SMCSR; and
- (b) such other information reasonably requested by RMS.

19.2 Annual Report

By no later than 20 Business Days after the end of each Contract Year, the Service Provider must provide RMS with an Annual Report which includes:

- (a) the details required by section 4.12.9 of the SMCSR; and
- (b) such other information reasonably requested by RMS.

19.3 **Performance improvement plan**

- (a) No later than 2 years prior to the Original Expiry Date, the Service Provider must submit to RMS a report which:
 - (i) details the Service Provider's performance against the Performance Framework prior to this date, including details of:
 - (A) KPI Scores;
 - (B) KRA Scores;
 - (C) Overall Performance Scores; and
 - (D) any other performance related information reasonably required by RMS; and
 - (ii) sets out a plan outlining the measures that the Service Provider proposes to implement for the remainder of the Contract Term to improve its performance.
- (b) RMS may have regard to the report contemplated by paragraph (a) when considering whether or not to exercise its discretion to extend the Contract Term under clause 2.2.

20. **ANNUAL PERFORMANCE REVIEWS**

20.1 **Annual performance review meeting**

- (a) No later than 20 Business Days after the end of each Contract Year, RMS and the Service Provider must meet to review and discuss the Service Provider's performance of the Services and its other obligations under this document during the past Contract Year.
- (b) At the meeting contemplated by paragraph (a), the parties must review and discuss:
 - (i) the Service Provider's general performance against the current Forward Works Program;
 - (ii) the Service Provider's performance against the Performance Framework, including:
 - (A) KPI Scores;
 - (B) KRA Scores; and
 - (C) Overall Performance Scores; and
 - (iii) any other matters required by RMS.

20.2 **Review and updating of the Forward Works Program**

- (a) As part of the annual performance review contemplated by clause 20.1, RMS and the Service Provider must agree if any amendments are required to the current Forward Works Program.
- (b) If RMS and the Service Provider agree that amendments to the Forward Works Program are:
 - (i) required, the process in section 2 of Schedule 10 will apply and the parties must agree any amendments to the Forward Works Program by no later than 2 months after the meeting contemplated by clause 20.1 or such other period as may be agreed between the parties; or
 - (ii) not required, the Forward Works Program will, subject to the terms of this document, remain unchanged for the remainder of the Contract Year.
- (c) If, through the process set out in section 2 of Schedule 10, the parties are unable to agree amendments to the Forward Works Program within the time contemplated by paragraph (b)(i), the Forward Works Program will, subject to the terms of this document, remain unchanged for the remainder of the Contract Year.

21. **ACCESS TO INFORMATION**

21.1 **Access to Data**

The Service Provider must:

- (a) give RMS access to Data at all reasonable times;
- (b) provide Data:
 - (i) in a readable format acceptable to RMS (acting reasonably); and
 - (ii) in respect of Performance Data, via an online portal if so requested by RMS;
- (c) ensure the availability and continuous integrity of the Data;
- (d) ensure that all Data is not amended or deleted without RMS' consent; and
- (e) ensure that all Data is accurate; and
- (f) retain a copy of all Data for no less than 3 years after the expiry of the Contract Term.

21.2 **Access to AMS**

- (a) The Service Provider must provide:
 - (i) RMS' Representative; and
 - (ii) four other persons nominated by RMS,

with sufficient access to the AMS to enable those persons to audit, inspect and carry out surveillance:
 - (iii) of the Service Provider's performance under this document, including compliance with its obligations in relation to the AMS; and
 - (iv) to check that the AMS complies with section 5.8 of the SMCSR.

- (b) The persons set out in paragraph (a) must be able to access the AMS online at any time.
- (c) RMS will provide written notice to the Service Provider confirming the details of the persons it nominates to have access to the AMS pursuant to paragraph (a).
- (d) RMS may, at any time, by written notice to the Service Provider replace any person with access to the AMS pursuant to paragraph (a)(ii) with another person nominated by RMS. Once access to the AMS has been given to the replacement person nominated by RMS, the Service Provider may cancel the access rights to the AMS of the RMS nominee that has been replaced.

22. **AUDIT**

22.1 **RMS audit**

- (a) RMS (or any person authorised by RMS) may audit, inspect and carry out surveillance of (as relevant) the Service Provider's:
 - (i) performance under this document, including performance against the KPIs and KRAs;
 - (ii) compliance with the systems, processes and procedures specified in the ICMS, Quality Management Plan and any requirements of this document; and
 - (iii) records and Data, to verify the accuracy of any Data, reports and claims provided to RMS, including the Performance Data, the Performance Reports, the Performance Adjustments and the Performance Incentives.
- (b) RMS may carry out audit, inspection and surveillance contemplated by paragraph (a) at any time up to 24 months after the end of the Contract Term.

22.2 **Service Provider must assist**

The Service Provider must:

- (a) give RMS and any person authorised by RMS access to all accounts and records relating to the carrying out of the Services to the extent necessary to enable an audit as contemplated by this document;
- (b) allow RMS and any person authorised by RMS to have access to the Service Provider's premises and Personnel to the extent necessary to inspect or audit the Service Provider's documents relating to the carrying out of the Services;
- (c) procure for RMS and any person authorised by RMS access to:
 - (i) Subcontractor's documents relating to any Subcontract and, where reasonably necessary to inspect or audit the Subcontractor's documents, access to a Subcontractor's premises and personnel; and
 - (ii) documents relating to any contract in respect of the carrying out of the Services by a subcontractor, consultant or supplier (of any tier in the contracting chain) of a Subcontractor and, where reasonably necessary to inspect or audit such documents, access to the premises and personnel of that subcontractor, consultant or supplier;
- (d) provide RMS and any person authorised by RMS with such assistance as they may reasonably require in connection with their inspection or audit, including making

the Service Provider's documents available and installing and operating any compatible audit software; and

- (e) supply to RMS and any person authorised by RMS, at the reasonable cost of RMS, photocopies or electronic copies of information requested.

22.3 **Audit of Performance Data**

If an audit of the Performance Data or the Performance Reports reveals any error in, or inaccuracy of, the Performance Data or the Performance Report, the Service Provider must:

- (a) fix the inaccuracy or error and reissue the relevant data or report to RMS;
- (b) use the reissued data or report to:
 - (i) reassess any KRA Scores, KPI Scores or Overall Performance Scores; and
 - (ii) recalculate any Performance Adjustment or Performance Incentive affected by the error or inaccuracy in the Performance Data or the Performance Report;
- (c) pay an amount to RMS equal to:
 - (i) any underpayment of the Performance Adjustment; or
 - (ii) any overpayment of:
 - (A) the Performance Incentive; or
 - (B) any payment under this document received by the Service Provider as a result of the error in, or inaccuracy of, the Performance Data or the Performance Report,

together with interest at the Default Rate; and

- (d) pay the costs of the audit incurred by RMS.

22.4 **Method of accounting**

The Service Provider must maintain a method of accounting in accordance with generally accepted accounting principles and practices in respect of all matters pertinent to this document and on all the Service Provider's costs in relation to the Services.

22.5 **Owner's Estimator**

- (a) RMS may, at any time, appoint an Owner's Estimator to:
 - (i) verify any estimates or commercial proposals prepared by the Service Provider for any works or services which form part of:
 - (A) a Forward Works Program Proposal;
 - (B) a Forward Works Program Amendment Proposal; or
 - (C) a Special Project Proposal; or
 - (ii) assist with any benchmarking activities carried out by RMS under clause 23.

- (b) The Service Provider must provide the Owner's Estimator with such assistance as it may reasonably require in connection with its verification activities, including making available all cost estimation files, supporting cost databases and supporting records which are required by the Owner's Estimator to verify the Service Provider's estimates or commercial proposals.

22.6 Financial Auditor

- (a) RMS may, at any time, appoint a Financial Auditor to audit or verify any financial transactions under or in connection with this document, including:
 - (i) auditing any payment claims to confirm that:
 - (A) Margin Rates have been correctly applied;
 - (B) unit rates are in accordance with the Payment Schedule;
 - (C) actual costs have been reasonably and properly incurred; and
 - (D) the Service Provider has made all payments due to employees, Subcontractors and other third parties;
 - (ii) auditing calculations of the KPI Scores, KRA Scores, Overall Performance Scores, Performance Adjustments and Performance Incentives; and
 - (iii) verifying any benchmarking conducted by the Service Provider.
- (b) The Service Provider must provide the Financial Auditor with such assistance as it may reasonably require in connection with its verification activities, including providing the Financial Auditor with access to all necessary people, systems and information required for the purpose of conducting the audit.

23. BENCHMARKING ACROSS ZONES

- (a) The Service Provider acknowledges that RMS will benchmark the Service Provider's performance of the Services against that of:
 - (i) providers of similar services to RMS within the Sydney metropolitan area or other parts of New South Wales; and
 - (ii) providers of similar services to other government bodies in other jurisdictions.
- (b) When benchmarking the performance of the Service Provider under paragraph (a), RMS will consider:
 - (i) the Service Provider's performance against the KPIs and KRAs;
 - (ii) the cost to RMS of the Services;
 - (iii) any innovations implemented by the Service Provider;
 - (iv) the safety and environmental performance of the Service Provider;
 - (v) the effect that the Services have on traffic within the Zone Network; and
 - (vi) any other matters that RMS considers relevant.

- (c) RMS may use the benchmarking information to assess the overall performance of the Service Provider and in negotiations and discussions with the Service Provider regarding the development and amendment of Forward Works Programs and Special Projects.

PART E – FINANCIAL PROVISIONS

24. PRICING

24.1 Reference Pricing Schedule

The Service Provider acknowledges and agrees that:

- (a) the Reference Pricing Schedule will be used as a basis for agreeing the Pricing Schedules for the Initial Works Period and (to the extent relevant) each subsequent Works Period; and
- (b) each of:
 - (i) the Margin Rates set out in Pricing Table 3A of the Reference Pricing Schedule; and
 - (ii) the escalation mechanism set out in section 12 of the Reference Pricing Schedule; and
 - (iii) the Efficiency Commitment set out in section 13 of the Reference Pricing Schedule,

are fixed for the Contract Term.

24.2 Pricing Schedule for each Works Period

The parties acknowledge and agree that the Pricing Schedule for each Works Period will be agreed in accordance with the process set out in section 1 of Schedule 10.

25. PAYMENT

25.1 General

- (a) In consideration for the Service Provider carrying out its obligations under this document, RMS will pay the Service Provider in accordance with the provisions of this document, subject to the Service Provider satisfying the requirements of this clause 25 and any right of RMS to withhold payment (including under clause 25.3(e)) or to set off any part of the payment in accordance with this document.
- (b) Except as expressly provided in this document, where the Service Provider is obliged to do anything under this document:
 - (i) it must do so at no additional cost to RMS; and
 - (ii) the only consideration the Service Provider is entitled to is payment of the amounts specified in paragraph (a).
- (c) The Service Provider acknowledges and agrees that it has no entitlement under this document to payment of any Excluded Costs and RMS has no liability to pay such costs to the Service Provider.

25.2 Deductions and set off

RMS may deduct from any payment under this document:

- (a) any debt due or other amount payable by the Service Provider to RMS; or
- (b) any bona fide claim to money which RMS may have against the Service Provider, whether for damages or otherwise,

whether under this document or any other contract between RMS and the Service Provider.

25.3 Payment Claims and payment

- (a) During the Contract Term, the Service Provider may submit a Payment Claim to RMS no later than 5 Business Days after the end of each month in respect of those Services for which it is entitled to payment as determined by reference to the Payment Schedule.
- (b) The Service Provider must submit Payment Claims:
 - (i) at the times permitted by the Payment Schedule;
 - (ii) in such form as is acceptable to RMS;
 - (iii) supported by any information reasonably required by RMS; and
 - (iv) accompanied by:
 - (A) details of the Services provided in the period covered by the Payment Claim;
 - (B) all relevant calculations and other information required for assessment of the Payment Claim;
 - (C) details of payments to all Subcontractors, including:
 - (aa) amounts payable to all Subcontractors in respect of the Services the subject of the Payment Claim;
 - (bb) a summary of:
 - (a) amounts paid to date; and
 - (b) total contract value,for each Subcontract;
 - (cc) any other information required by RMS in relation to Subcontractor payments; and
 - (D) a statutory declaration and statement in the form of Schedule 20, signed not before the date of the Payment Claim, relating to the payment of employees, Subcontractors, workers compensation insurance premiums and payroll tax payments, which meets the requirements of the *Industrial Relations Act 1996* (NSW), *Pay Roll Tax Act 2007* (NSW), *Workers Compensation Act 1987* (NSW) and all other relevant legislation.

- (c) RMS will, within 10 Business Days after receipt of a Payment Claim (including the documents and information referred to in paragraph (b) above, as applicable) issue to the Service Provider a Payment Schedule. The Payment Schedule must identify the Payment Claim to which it relates. If a Payment Schedule shows a Scheduled Amount less than the claimed amount (excluding payments already made), the Payment Schedule must state why the amount is less.
- (d) Subject to paragraph (e), RMS will, within 5 Business Days of issuing the Payment Schedule referred to in paragraph (c) above, and provided the Service Provider has complied with its obligations under clauses 3, 19.1 and 30, pay to the Service Provider the Scheduled Amount.
- (e) Without limiting clause 25.2, where RMS receives a payment withholding request from a Subcontractor, RMS may withhold:
 - (i) from any payment under this document the amount of the Subcontractor's payment claim set out in the payment withholding request; or
 - (ii) the amount then owed by RMS to the Service Provider under this Contract where that amount is less than the amount of the Subcontractor's payment claim set out in the payment withholding request.

In this paragraph (e), "payment withholding request" has the meaning given to that term in the *Building and Construction Industry Security of Payment Act 1999* (NSW).

- (f) RMS will not be liable in respect of any Claim by the Service Provider arising out of or in connection with RMS withholding payment under paragraph (e), including any claim under clause 25.7 for interest on such amounts.

25.4 **Unfixed Materials**

- (a) The Service Provider may not include the value of unfixed Materials in a Payment Claim (and RMS is under no obligation to pay such value) unless:
 - (i) the Service Provider:
 - (A) has provided to RMS at the same time as the relevant Payment Claim an unconditional undertaking in a form satisfactory to RMS for an amount equal to the Payment Claim for the unfixed Materials; and
 - (B) gives RMS such evidence as may be required by RMS that title to the unfixed Materials will vest in RMS on payment;
 - (ii) the Materials are clearly marked as the property of RMS and are in the Service Provider's possession; and
 - (iii) the Materials are properly stored in a secure place approved by RMS.
- (b) Upon payment of the Scheduled Amount which includes unfixed Materials, title in the unfixed Materials will vest in RMS.
- (c) If the Service Provider provides an unconditional undertaking for payment for unfixed Materials, RMS must release the unconditional undertaking to the Service Provider within 5 Business Days of the Materials:
 - (i) being incorporated into the Zone Network or any Asset; and
 - (ii) complying with the requirements of this document.

25.5 **Payment on account**

- (a) A payment made under this document does not prejudice the right of either party to dispute the amount properly due and payable. If the amount determined to be due and payable differs from that paid, the difference between the amount paid and the amount which was properly due and payable will be payable or repayable, as the case may be, as a debt due.
- (b) No payment by RMS will be evidence of the value of work, an admission of liability or that the work has been executed satisfactorily or meets any standard, including any standard of fitness for purpose, which the Service Provider has agreed to achieve under this document, but will be a payment on account only.
- (c) The Service Provider acknowledges and agrees that:
 - (i) its entitlement to the Margin at Risk in each Contract Year will be determined in accordance with section 3 of the Commercial Framework; and
 - (ii) all payments of Margin in respect of a Contract Year made prior to such determination are on account only.

25.6 **Correction of Payment Schedule**

RMS may at any time correct any error which has been discovered in a Payment Schedule or in any payment under this document.

25.7 **Interest on overdue monies**

Subject to clause 25.3(f), interest at the Default Rate is payable on any monies due under this document which remain unpaid after the date upon which they should have been paid. Interest is payable from, but excluding the date upon which payment should have been made, up to and including the date of payment.

25.8 **Goods and Services Tax**

- (a) Words defined in the GST Law have the same meaning in clauses about GST, unless it is clear that a different meaning is intended.
- (b) Unless otherwise expressly stated in this document, all amounts, prices, rates or other sums payable or for which payment is to be made to the Service Provider under or in accordance with this document, are exclusive of GST.
- (c) If GST is or will be payable on a supply made under or in connection with this document, to the extent the consideration otherwise provided for that supply under this document is not expressly stated to be inclusive of GST:
 - (i) where the consideration provided for that supply under this document is expressed as an amount of money, the consideration is increased by the amount of the GST relating to the amount of money otherwise payable; and
 - (ii) the recipient must make payment of the increase as and when it is required to pay or provide the consideration for the supply (or relevant part of it) in accordance with this document or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (d) Any contract entered into by a party to this document with a third party which involves supplies being made, the cost of which will affect the cost of any supplies made under or in connection with this document, must include a clause including equivalent terms to this paragraph (d) and paragraphs (b), (c) and (l).

- (e) RMS will issue a tax invoice for each taxable supply it makes to the Service Provider without request.
- (f) RMS will issue to the Service Provider a recipient created tax invoice (**RCTI**) for each taxable supply (other than an excluded supply) made by the Service Provider to RMS under or in connection with this document and will issue an adjustment note for any adjustment event. The parties may agree in writing from time to time which supplies are excluded supplies.
- (g) The Service Provider must not issue a tax invoice or adjustment note in respect of any supply it makes to RMS other than for an excluded supply. The Service Provider must give RMS a tax invoice for an excluded supply at or before the time the Service Provider invoices RMS for that supply.
- (h) Each party must immediately notify the other party if it ceases to be registered for GST or it ceases to comply with any of the requirements relating to the creation of RCTIs.
- (i) Each party acknowledges and warrants that at the time of:
 - (i) entering into this document;
 - (ii) each supply under this document occurring or being deemed to have occurred; and
 - (iii) each RCTI or adjustment note being issued by RMS to the Service Provider under this document,
 it is registered for GST.
- (j) The supplier indemnifies the recipient against any loss resulting from the supplier not being registered in accordance with paragraph (i).
- (k) RMS will not issue a document that will otherwise be an RCTI or adjustment note on or after the date when the Service Provider or the Australian Taxation Office notifies RMS that either RMS or the Service Provider does not comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.
- (l) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is:
 - (i) required to be reimbursed or indemnified by another party; or
 - (ii) used as the basis for calculation of consideration for a supply under this document,
 must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue. RMS may treat the Service Provider as entitled to full input tax credits unless the Service Provider provides evidence satisfactory to RMS to the contrary.
- (m) If the Service Provider does not quote its ABN in its tender or on its Payment Claims or invoices, or the Service Provider does not otherwise advise RMS of its ABN relating to the service, RMS may withhold tax from payments in accordance with the *Taxation Administration Act 1953* (Cth).

26. **WORKERS AND SUBCONTRACTORS**

26.1 **Direct payment**

- (a) Where RMS is entitled to or is required to make payment to a subcontractor of a sum certified by RMS as owing to the Subcontractor under a Subcontract, RMS may, on behalf of the Service Provider, make the payment directly to the Subcontractor and the amount so paid will be a debt due from the Service Provider to RMS.
- (b) If any worker or Subcontractor obtains a court order in respect of money referred to in clause 25.3(b)(iv)(C) and produces to RMS the court order and a statutory declaration that it remains unpaid, RMS may pay the amount of the order, and costs included in the order, to the worker or Subcontractor and the amount paid will be a debt due from the Service Provider to RMS.

27. **FINAL PAYMENT CLAIMS**

27.1 **Final Forward Works Program Payment Claim**

- (a) Within 40 Business Days of completion of all Services contemplated by each Forward Works Program, the Service Provider must submit to RMS a Payment Claim endorsed 'Final Forward Works Program Payment Claim'.
- (b) The Service Provider must include in the Final Forward Works Program Payment Claim, in addition to claims required to be included in a payment claim under clause 25.3, all other claims for money in connection with the applicable Forward Works Program.
- (c) All Claims in relation to the Forward Works Program, whether under clause 25.3 or this clause 27.1, will be barred after the expiry of the period for submission of the Final Forward Works Program Payment Claim.
- (d) Within:
 - (i) 10 Business Days after receipt of the Final Forward Works Program Payment Claim; or
 - (ii) 50 Business Days after completion of all Services contemplated by each Forward Works Program, if the Service Provider has not submitted a Final Forward Works Program Payment Claim,

RMS will issue to the Service Provider a Final Certificate which, subject to 27.3, evidences the moneys due and payable between the Service Provider and RMS on any account whatsoever in connection with the Services that are the subject of the applicable Forward Works Program.

27.2 **Final Special Project Payment Claim**

- (a) Within 40 Business Days of the expiry of the last Defects Liability Period applicable to any Special Project, the Service Provider must submit to RMS a Payment Claim endorsed 'Final Special Project Payment Claim'.
- (b) The Service Provider must include in the Final Special Project Payment Claim, in addition to claims required to be included in a payment claim under clause 25.3, all other claims for money in connection with the applicable Special Project.
- (c) Within:

- (i) 10 Business Days after receipt of the Final Special Project Payment Claim; or
- (ii) 50 Business Days after the expiry of the last Defects Liability Period applicable to the Special Project, if the Service Provider has not submitted a Final Special Project Payment Claim,

RMS will issue to the Service Provider a Final Certificate which, subject to subject to 27.3, evidences the moneys due and payable between the Service Provider and RMS on any account whatsoever in connection with the Special Project.

27.3 **Effect of Final Certificates**

The parties agree that a Final Certificate is conclusive evidence of the amounts due and payable by either party in connection with a Forward Works Program or a Special Project, as applicable, except:

- (a) for:
 - (i) fraud, dishonesty or fraudulent concealment relating to the Services;
 - (ii) the cost of rectifying any Defect in any Project Works which:
 - (A) was not apparent on completion of such Project Works; or
 - (B) would not have been disclosed upon reasonable inspection at the time of issue of the Final Certificate; or
 - (iii) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation; or
- (b) to the extent that:
 - (i) the parties have otherwise agreed that there are amounts which need to be reconciled or amended after the Final Certificate, including in respect of Defects notified on Completion of Project Works and any Pain Gain Adjustment, Performance Adjustment or Performance Incentive; and/or
 - (ii) a Dispute has been raised under clause 36 by either party:
 - (A) in connection with the applicable Forward Works Program or Special Project and which remains outstanding; or
 - (B) in relation to the Final Certificate.

PART F – CARE OF WORK, INDEMNITIES, INSURANCE AND LIABILITY

28. CARE OF PEOPLE, PROPERTY AND ENVIRONMENT

28.1 Service Provider to prevent damage

- (a) The Service Provider must, in carrying out the Services:
 - (i) not cause, and to the extent reasonably practicable, prevent:
 - (A) personal injury or death, or loss or damage to the Zone Network, any Asset and the physical works undertaken by the Service Provider as part of the Services (including temporary works); and

- (B) loss or damage to any other property and the environment; and
 - (ii) locate and prevent damage to or interruption of existing Utilities.
- (b) The Service Provider is responsible for the care of and must provide all storage and other protection necessary to preserve the condition of:
 - (i) anything entrusted to the Service Provider by RMS for the purpose of carrying out any Services;
 - (ii) anything brought onto the Zone Network by any person for the purpose of carrying out the Services;
 - (iii) all physical works undertaken by the Service Provider while carrying out the Services (including temporary works); and
 - (iv) all Service Provider's Plant.
- (c) The Service Provider must:
 - (i) at its cost, repair or make good loss or damage to the Zone Network, any Asset and the environment arising out of:
 - (A) the carrying out of the Services; or
 - (B) any other act or omission of the Service Provider or of any person for whom the Service Provider is responsible; and
 - (ii) bear the cost of repairing, or making good, loss or damage to any property (being property other than the Zone Network and any Asset) arising out of:
 - (A) the carrying out of the Services; or
 - (B) any other act or omission of the Service Provider or of any person for whom the Service Provider is responsible.

28.2 Safety and protection of persons and property

- (a) The Service Provider must, in carrying out the Services:
 - (i) ensure, to the extent reasonably practicable, the safety of motorists, pedestrians, cyclists and any other users of the Zone Network or persons or property otherwise affected by the performance of the Services;
 - (ii) minimise the impact of the Services on motorists, pedestrians and other users of the Zone Network;
 - (iii) coordinate its activities so as to ensure that no unnecessary interference is caused to members of the public on or in the vicinity of the Zone Network or the operations of RMS or other Authorities;
 - (iv) provide all things and take all measures necessary to protect people and property; and
 - (v) prevent nuisance and unreasonable noise and disturbance (except to the extent any of them are the unavoidable consequence of performing the Services in accordance with this document).

- (b) The Service Provider must immediately notify RMS as soon as it becomes aware of any part of the Zone Network or any Asset which is defective and threatens the health and safety of members of the public.

28.3 **Urgent Protection**

- (a) RMS may take any action necessary (without relieving the Service Provider of its obligations) to:
 - (i) protect the Zone Network, any Asset or the environment;
 - (ii) avoid death or injury to any person or loss or damage to any property; or
 - (iii) keep the Zone Network open to the public for the continuous, safe and efficient passage of vehicles,which the Service Provider must take but does not take.
- (b) The amount of any Loss RMS suffers or incurs in taking the action contemplated in this clause 28.3 or as a result of the Service Provider's failure to take such action will be a debt due from the Service Provider to RMS.

28.4 **Control of traffic**

The Service Provider:

- (a) is responsible for the control, direction and protection of all traffic in any way affected by the Services or the Service Provider's carrying out of its obligations under this document;
- (b) must manage all such traffic to ensure:
 - (i) its continuous, safe and efficient movement;
 - (ii) the traffic carrying capacity of the Zone Network is maintained (except for closure of a Lane or Lanes in accordance with this document); and
 - (iii) that any delay and disruption to traffic and the movement of traffic are kept to an absolute minimum;
- (c) must at all times comply with the Traffic Management and Safety Plan and the requirements of the SMCSR in respect of traffic management and safety; and
- (d) must comply with the directions of all Relevant Bodies with respect to such management.

29. **INDEMNITIES**

29.1 **General indemnity**

- (a) The Service Provider is responsible for, and bears the risk of, and must indemnify RMS, its officers and employees against any and all Claims and Losses arising out of or in connection with:
 - (i) loss of, loss of use of (whether partial or total), destruction of or damage to property of RMS, including the Zone Network, any Asset and existing property in or upon which the Service Provider is carrying out the Services;

- (ii) any loss of, loss of use of (whether partial or total), or any destruction of or damage to any real or personal property (other than property covered under paragraph (a)(i));
- (iii) bodily injury, illness, disease or death; and
- (iv) disruption of any Utilities,

arising out of or as a consequence of the Service Provider or any of its Personnel or Subcontractor's subcontractors, consultants and suppliers (of any tier in the contracting chain) and their officers, employees and agents carrying out or failing to carry out the Services.

- (b) The Service Provider is responsible for and must indemnify RMS, its officers and employees against all Claims and Loss arising out of or in connection with any:
 - (i) breach of the terms of this document by the Service Provider; or
 - (ii) negligent or unlawful act or omission or wilful misconduct by the Service Provider or any person for whom it is responsible.

29.2 Reduction of Service Provider's liability

- (a) The Service Provider's liability and responsibility to indemnify RMS its officers and employees under clause 29.1 is reduced to the extent that an Excepted Risk contributes to loss, loss of use, damage, destruction, death, disease, illness or personal injury.
- (b) The Service Provider's liability and responsibility to indemnify RMS its officers and employees under clauses 29.3, 29.4 and 29.5 is reduced to the extent that an Excepted Risk contributes to the Claim or Loss.

29.3 Intellectual Property indemnity

The Service Provider must indemnify RMS against any and all Claims and Losses arising out of or in connection with any infringement or alleged infringement of any Intellectual Property Right which occurs as a result of the carrying out of the Services or a breach by the Service Provider of its obligations or warranties under this document other than for Claims or Losses arising from the use by the Service Provider of RMS Material in accordance with this document.

29.4 Environmental indemnity

The Service Provider must indemnify RMS against any and all Claims and Losses arising out of or in connection with a Hazardous Discharge or Environmental Event which occurs as a result of the carrying out of the Services or a breach by the Service Provider of its obligations or warranties under this document.

29.5 Product Liability indemnity

The Service Provider must indemnify RMS against any and all Claims and Losses arising out of the failure or defect of any product, materials or equipment supplied by the Service Provider either directly or through a Subcontractor and irrespective of whether the failure is caused by design, manufacture, construction or installation.

29.6 Survival and enforcement of indemnities

- (a) The indemnities in this document survive the expiry or termination of this document.

- (b) It is not necessary for RMS to incur expense or make any payment before enforcing a right of indemnity conferred by this document.
- (c) RMS holds the indemnities in this clause 29.1 in favour of RMS' officers and employees on trust for its officers and employees and can enforce them on behalf of its officers and employees.

29.7 **Obligations and rights not affected**

The indemnities in this clause 29:

- (a) do not lessen the Service Provider's other obligations under this document; and
- (b) will not apply to exclude any other right of RMS under this document or according to Law.

30. **INSURANCE**

30.1 **Insurances to be provided by RMS**

- (a) RMS has effected contract works and public and products liability insurance on the terms set out in Schedule 19.
- (b) RMS may in its discretion have other insureds named or included in the policy or policies referred to in paragraph (a), including any other government entity with an interest in the Services or the Zone.
- (c) RMS will maintain contract works and public and products liability insurance until expiry of the Contract Term.
- (d) The Service Provider must contact RMS' insurance broker (as nominated in writing to the Service Provider) before the earlier of:
 - (i) 10 Business Days after the Commencement Date; or
 - (ii) the Service Provider commencing any part of the Services,to provide all details reasonably requested for the purposes of the insurances referred to in paragraph (a).
- (e) The Service Provider will be responsible for paying or bearing all excesses, deductibles, self insured retentions and co-insurance amounts in relation to insured matters under any policy referred to in paragraph (a) as set out in Schedule 19. The Service Provider may effect its own insurance to cover the amount of any excesses, deductibles, self insured retentions and co-insurance amounts.
- (f) The Service Provider acknowledges that:
 - (i) the insurances referred to in paragraph (a) have been obtained at RMS' cost; and
 - (ii) the Service Provider will not be entitled to payment of any allowance for the cost of obtaining such insurances or any additional insurance cover it considers necessary in relation to the risks the subject matter of that insurance.
- (g) The obtaining of insurance by RMS in accordance with this clause 30.1 will not reduce, vary or otherwise affect the Service Provider's liabilities and obligations

pursuant to clause 29, warranties given or otherwise under this document or in connection with the Services.

- (h) If there is a claim for significant damage or destruction to physical works the subject of the Services under the policy of insurance referred to in paragraph (a) (as determined by RMS acting reasonably):
 - (i) all amounts recovered from insurers must be paid directly to RMS;
 - (ii) RMS may decide to have the physical works the subject of the Services reinstated, or may decide not to proceed with the physical works the subject of the Services, without creating any default by RMS under this document; and
 - (iii) the Service Provider must reinstate the physical works the subject of the Services if directed by RMS and except as otherwise provided in this document may only make a claim for payment of reinstatement for the physical works the subject of the Services up to the amount of any insurance recovery.

30.2 **Insurances provided by Service Provider**

- (a) The Service Provider must effect and maintain (or cause to be effected and maintained) and pay all premiums for motor vehicle and workers compensation insurance on the terms set out in Schedule 19.
- (b) The Service Provider must ensure that every Subcontractor is insured at all times for workers compensation and related liability in accordance with the requirements of the *Workers Compensation Act 1987* (NSW).
- (c) The Service Provider must ensure that each policy required to be effected and maintained by the Service Provider or its Subcontractors under this document or Subcontracts is in effect for the Contract Term.
- (d) All policies (other than statutory policies) to be effected by the Service Provider must require the insurer to notify the insured at least 7 days before any proposed cancellation or non-renewal by the insurer of the policy.
- (e) If the Service Provider fails to comply with paragraph (a), RMS may effect and maintain that insurance and pay the necessary premiums. RMS may recover from the Service Provider the cost of the premiums and RMS' reasonable costs of effecting and maintaining the insurance, as a debt due from the Service Provider.

30.3 **Other insurance requirements**

- (a) Any other insurances required by the Management Review Group will be taken out by either the Service Provider or RMS as directed by the Management Review Group.
- (b) The effecting or approval of any or all insurance as required under this document will not in any way limit the liabilities or obligations of the Service Provider or RMS under other provisions of this document.
- (c) The Service Provider must ensure that in respect of each insurance required to be effected or taken out as required by clause 30.2 by the Service Provider or any Subcontractor, it:
 - (i) does not, and any Subcontractor does not, do anything which prejudices any insurance;

- (ii) if necessary, rectifies anything which might prejudice any insurance;
- (iii) reinstates an insurance policy if it lapses;
- (iv) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of RMS;
- (v) immediately notifies RMS of any event which may result in an insurance policy lapsing or being cancelled; and
- (vi) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.

30.4 Notices from or to the insurer

The Service Provider must, as soon as practicable after receiving any notice from the insurer that is:

- (a) a notice of cancellation relevant to this document; or
 - (b) any other notice relevant to this document under or in relation to the policy,
- inform RMS in writing that the notice has been given or served on the Service Provider.

30.5 Insurance claim procedures

- (a) The Service Provider and RMS must, as relevant to this document:
 - (i) provide full particulars of any occurrence likely to give rise to a claim under any insurance policy effected as required by this document or of any notice of any claim or subsequent proceeding as soon as practicable after becoming aware of any such event to:
 - (A) the relevant insurer or insurance broker; and
 - (B) each other (other than a potential claim by one party against another);
 - (ii) not, without the consent of the insurer and each other, make any admission, offer, promise or payment in connection with any occurrence or claim;
 - (iii) give all information and reasonable assistance as the insurer may require in the prosecution, defence or settlement of any claim; and
 - (iv) give notice to each other as soon as practicable after discovery that a term, condition or clause of any insurance policy has been unintentionally or inadvertently breached.
- (b) Notwithstanding the provisions of this clause 30.5, either party may take immediate action to avoid loss of life or damage to property where that is reasonably necessary in the circumstances and any such action will not prejudice the position of either party under the policies of insurance contemplated by clause 30.1 in respect of any loss, destruction or damage.
- (c) The Service Provider must take such steps as are necessary or appropriate to ensure that a Subcontractor will, in respect of an event or claim of like nature arising out of or relating to the operations or responsibilities of the Subcontractor,

take in relation to RMS similar action to that which the Service Provider is required to take under this clause 30.5.

31. LIABILITY

31.1 Limitation of liability

- (a) Subject to paragraph (b) and clause 31.2, the Service Provider's total aggregate liability to RMS arising out of or in connection with the Services and this document whether in contract, tort (including negligence), under an indemnity or otherwise at law or in equity is limited to an amount which is equal to [REDACTED].
- (b) Paragraph (a) and clause 31.2 do not limit the Service Provider's liability:
 - (i) to the extent that it:
 - (A) cannot be limited at Law;
 - (B) arises out of or in connection with the Service Provider's Wilful Misconduct, Wilful Default, reckless act or omission, gross negligence, fraud or criminal conduct; or
 - (C) arises out of or in connection with the Service Provider's abandonment of its obligations under this document;
 - (ii) to the extent that the Service Provider is entitled to be indemnified for that liability under a policy of insurance, or would have been entitled to be indemnified for that liability under the policy of insurance but for:
 - (A) any act or omission of the Service Provider; or
 - (B) a failure by the Service Provider to diligently lodge and pursue a claim under the policy of insurance;
 - (C) a reduction in the amount payable under a policy of insurance because the insurer makes a Derogation Assertion (where Derogation Assertion means any:
 - (aa) denial of liability; or
 - (bb) reduction of liability;by the insurer by reason of inclusion in this document of any provision);or
 - (iii) under clause 4.5(b) in respect of any Road Occupancy Rental;
 - (iv) under clause 29.1 in respect of personal injury (including death) or illness of any person or for loss of, loss of use of or destruction of or damage to any third party property; or
 - (v) for breach of confidence, privacy or misuse of Personal Information;
 - (vi) which arises under clause 29.3; or
 - (vii) for any Performance Adjustment or Interim Performance Adjustment,

and amounts of any liability referred to in paragraphs (b)(i) to (b)(vii) will not be included in any calculation of the limit of the Service Provider's total aggregate liability under paragraph (a).

31.2 Exclusion of certain loss

- (a) Except as contemplated by clause 31.1(b), neither RMS nor the Service Provider are liable to each other under any circumstances whatsoever for any indirect loss (being loss which, at the date of this document, was not in the reasonable contemplation of the parties except by reason of knowledge of special circumstance), pure economic loss, loss of revenue, loss of profit or anticipated profit, loss of patronage, loss of opportunity, loss of goodwill, loss of contract, loss arising from business interruption, loss of production, loss of anticipated savings or the cost of capital or other financing costs arising out of, or in any way in connection with this document, whether arising in contract, in tort (including negligence), in equity, by operation of law or otherwise.
- (b) This clause 31.2 will survive the expiry or termination of this document.

31.3 Civil Liability Act

- (a) The operation of Part 4 of the *Civil Liability Act 2002 (NSW)* is excluded in relation to any rights, obligations and liabilities arising under or in relation to this document regardless of how such rights, obligations or liabilities are sought to be enforced.
- (b) The Service Provider further agrees that:
 - (i) in each Subcontract into which it enters for the carrying out of any Services, it will include provisions that, to the extent permitted by Law, effectively exclude the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* in relation to all rights, obligations or liabilities arising under or in relation to each Subcontract howsoever such rights, obligations or liabilities are sought to be enforced; and
 - (ii) it will require and ensure that each Subcontractor will include in any further contract that it enters into with others for the carrying out of any Services, provisions that, to the extent permitted by Law, each such further contract will include provisions that effectively exclude the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* in relation to all rights, obligations or liabilities arising under or in relation to such further contract howsoever such rights, obligations or liabilities are sought to be enforced.

PART G – WARRANTIES

32. WARRANTIES

32.1 General warranties

The Service Provider represents and warrants that:

- (a) **(status)** each entity that comprises the Service Provider is a company limited by shares under the *Corporations Act 2001 (Cth)*;
- (b) **(power)** it has full legal capacity and power:
 - (i) to own its property and assets and to carry on its business; and
 - (ii) to enter into this document and to carry out the transactions that it contemplates;

- (c) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions that it contemplates;
- (d) (**authorisations**) it holds each authorisation that is necessary or desirable:
 - (i) to execute this document and to carry out the transactions that it contemplates; and
 - (ii) to ensure that this document is legal, valid, binding and admissible in evidence,
 and it is complying with any conditions to which any of these authorisations is subject;
- (e) (**document effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and Laws affecting creditors' rights generally);
- (f) (**no contravention**) neither its execution of this document, nor the carrying out by it of the transactions that it contemplates, does or will:
 - (i) contravene any Law to which it or any of its property is subject or any order of any Authority that is binding on it or any of its property;
 - (ii) contravene any authorisation;
 - (iii) contravene any undertaking or instrument binding on it or any of its property; or
 - (iv) contravene its constitution; and
- (g) (**no trust**) it is not entering into this document as trustee of any trust or settlement.

32.2 **Service Provider's warranties (performance)**

The Service Provider represents and warrants that:

- (a) it has the skill, competence, experience and capability to perform the Services;
- (b) it will perform the Services using workmanship and materials which are fit for their intended purpose;
- (c) if, in the performance of the Services, it is required to replace any worn, failed or defective Asset or a part of an Asset, the replacement Asset or part of an Asset will be:
 - (i) of equal quality to those required under this document; and
 - (ii) fit for their intended purpose and consistent with the nature and character of the Asset; and
- (d) any Data collected by or on behalf of the Service Provider for the purposes of this document will be accurate and comply with the requirements of this document.

32.3 Service Provider's warranties (general)

- (a) The Service Provider warrants that prior to the date of this document it:
- (i) examined this document and any other information that was made available in writing by RMS, or any other person on RMS' behalf, to the Service Provider;
 - (ii) examined, and relied solely upon its own assessment, skill, expertise and enquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on its tender and its obligations under this document;
 - (iii) satisfied itself as to the correctness and sufficiency of its tender and that it has made adequate allowance for the costs of complying with all the obligations of this document and of all matters and things necessary for the due and proper performance and completion of the Services;
 - (iv) satisfied itself that:
 - (A) this document adequately and appropriately describes the Services in sufficient detail to enable the Service Provider to fulfil its obligations under this document; and
 - (B) the Services can be carried out so that the Service Provider will achieve an Overall Performance Score of no less than 70;
 - (v) informed itself of all industrial matters relevant to the Zone and the Services;
 - (vi) was given the opportunity to itself undertake, and to request others to undertake, tests, enquiries and investigations relating to the subject matter of Information Documents and otherwise for this purpose was given access to such parts of the Zone, the Zone Network and Assets as it required; and
 - (vii) it has inspected the Zone, the Zone Network and Assets and the surrounding conditions and accepts the condition of the Zone, the Zone Network and Assets.
- (b) Prior to the date of this document, the Service Provider signed the Deed of Disclaimer and provided this to RMS. Without limiting paragraph (c) or the warranties or acknowledgements in the Deed of Disclaimer:
- (i) RMS does not warrant, guarantee, assume any duty of care or other responsibility for, or make any representation about, the accuracy, adequacy, suitability or completeness of the Information Documents;
 - (ii) the Service Provider acknowledges that the Information Documents do not form part of this document and that paragraph (d) applies to the Information Documents; and
 - (iii) insofar as is permitted by Law, RMS will not be liable upon any Claim by the Service Provider arising out of or in any way in connection with:
 - (A) the Information Documents; or
 - (B) a failure by RMS to provide any information to the Service Provider.
- (c) The Service Provider:

- (i) warrants that it did not in any way rely upon:
 - (A) any information, data, representation, statement or document made, or provided to the Service Provider, by RMS or anyone on behalf of RMS or any other information, data, representation, statement or document for which RMS is responsible or may be responsible whether or not obtained from RMS or anyone on behalf of RMS; or
 - (B) the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,
 for the purposes of entering into this document;
 - (ii) warrants that it enters into this document based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that RMS has entered into this document relying upon the warranties, acknowledgements and agreements in paragraphs (c)(i) and (c)(ii) and in the Deed of Disclaimer.
- (d) The Service Provider releases and must indemnify RMS from and against:
- (i) any Claim against RMS by, or liability of RMS to, any person; or
 - (ii) (without being limited by paragraph (d)(i)) any Loss suffered or incurred by RMS,
- arising out of or in any way in connection with:
- (iii) the provision of, or the purported reliance upon, or use of, the Information Documents by the Service Provider or any other person to whom the Information Documents are disclosed by the Service Provider or any person on the Service Provider's behalf;
 - (iv) any breach by the Service Provider of this clause 32.3; or
 - (v) the Information Documents being relied upon or otherwise used by the Service Provider or any other person to whom the Information Documents are disclosed by the Service Provider or any person on the Service Provider's behalf in the preparation of any information or document, including any Information Document which is misleading or deceptive or contains false or misleading information as referred to in sections 18 and 29 (respectively) of the *Competition and Consumer Act 2010* (Cth), or any equivalent provisions of State or Territory legislation).
- (e) The parties acknowledge and agree that paragraphs (a)(vi) and (a)(vii) do not in any way limit or affect the Service Provider's entitlements arising from a Change Event.

32.4 **No warranty by RMS**

RMS makes no representations and gives no warranty to the Service Provider in respect of:

- (a) the condition of:
 - (i) the Zone Network;
 - (ii) any Asset; or

- (iii) any structure or other thing on, above or adjacent to, or under the surface of, the Zone; or
- (b) the existence, location, condition or availability of any Utility in respect of the Zone or any Asset,

but acknowledges that the circumstances described in paragraphs (a) and (b) may constitute a Change Event.

32.5 **Non-merger and survival of warranties**

- (a) The warranties made by the Service Provider in this clause 32 are repeated whenever this document is varied.
- (b) The warranties contained in this clause 32 survive and do not merge irrespective of any change or amendment to this document.
- (c) The warranties contained in this clause 32 survive the expiry or termination of this document.

32.6 **Collusive arrangements**

- (a) The Service Provider warrants and represents to RMS and agrees with RMS that it is a fundamental condition of this document that:
 - (i) the Service Provider has no knowledge of the tender price of any other tenderer for this document; and
 - (ii) except as disclosed in its tender, and by agreement in writing with RMS, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association or to or on behalf of any other tenderer in relation to its tender or this document, nor paid or allowed any money on that account, nor will it pay or allow any money on that account.
- (b) If the Service Provider pays to a trade association, industry association or another tenderer or pays to anyone on behalf of a trade association, industry association or another tenderer any money in breach of paragraph (a)(ii), the Service Provider must immediately give RMS written notice of such an event and such money is deemed to be held on trust for and becomes immediately payable to RMS.
- (c) The Service Provider must use its best endeavours to recover the money referred to in paragraph (b) and pay it to RMS. If it fails to do so within the time specified in a notice by RMS to the Service Provider or otherwise (in the absence of a notice) within a reasonable time, RMS may withhold, deduct or set off from any payment due to the Service Provider on any account an equivalent sum or make a demand against the Security provided under clause 3.

32.7 **Conflict of interest**

The Service Provider must:

- (a) disclose the full particulars of any actual, alleged or potential conflict of interest which arises or may arise in connection with this document, whether that conflict concerns the Service Provider or any person employed or retained by the Service Provider for or in connection with the provision of the Services;

- (b) not allow itself to be placed in a position of conflict of interest or duty in regard to any of its rights or obligations under this document (without the prior written consent of RMS);
- (c) ensure that the Service Provider's Authorised Person and its Personnel also comply with the requirements of paragraphs (a) and (b) when acting in connection with this document; and
- (d) if a conflict of interest or risk of conflict of interest arises:
 - (i) immediately notify RMS in writing, setting out details of the conflict of interest; and
 - (ii) take all steps required by RMS to avoid or minimise the conflict of interest or risk of conflict of interest.

PART H – INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY

33. INTELLECTUAL PROPERTY

33.1 RMS Material

- (a) RMS owns all Intellectual Property Rights in RMS Material.
- (b) The Service Provider assigns to RMS, on creation, all Intellectual Property Rights in:
 - (i) any improvement, modification or development of RMS Material made by the Service Provider or its Subcontractors; and
 - (ii) anything created by the Service Provider or its Subcontractors using RMS Material.

33.2 Data

- (a) RMS owns all Intellectual Property Rights in all Data.
- (b) The Service Provider assigns to RMS, on creation, all Intellectual Property Rights in all Data.

33.3 Deliverables

- (a) Subject to the terms of this clause 33, the Service Provider owns all Intellectual Property Rights in all Deliverables.
- (b) The Service Provider grants to RMS an irrevocable, non-exclusive, royalty-free, non-transferable licence to:
 - (i) use, reproduce, add to, modify and communicate to the public any Deliverable provided by the Service Provider for the purpose of designing, constructing, operating, maintaining, repairing, upgrading and improving roads in New South Wales;
 - (ii) permit any person to assist RMS to do any of the things referred to in paragraph (i); and
 - (iii) sublicense any of the rights described in paragraphs (i) or (ii).

33.4 Further requirements

- (a) The Service Provider must do, and procure the doing of, any further acts needed to perfect the assignment to RMS of the Intellectual Property Rights in the Developed Material and all Data.
- (b) The Service Provider will include on all Developed Material such notices in relation to RMS' ownership of the Intellectual Property Rights as RMS requires.
- (c) The Service Provider must ensure, and warrants, that it will obtain from all holders of Moral Rights in any Developed Materials, Deliverables, Data or other materials provided by the Service Provider under this document, consent to the following specific acts or omissions by RMS and its successors, assigns or sub-licensees:
 - (i) reproducing, publishing, adapting, changing or communicating the Developed Materials, Deliverables, Data and other materials to the public without attributing their authorship or otherwise identifying the author of the Developed Materials, Deliverables, Data and other materials; and
 - (ii) subjecting the Developed Materials, Deliverables, Data and other materials to derogatory treatment.

33.5 Pre-Existing Material

Clause 33.1 does not affect the ownership of Intellectual Property Rights in any Pre-Existing Material. The Service Provider grants to RMS an irrevocable, non-exclusive, royalty-free, non-transferable licence to:

- (a) use, reproduce, add to and modify any of the Pre-Existing Material which is incorporated into any Developed Material, Deliverable, material provided by the Service Provider or Data for the purpose of designing, constructing, operating, maintaining, repairing, upgrading and improving roads in New South Wales;
- (b) permit any person to assist RMS to do any of the things referred to in paragraph (a); and
- (c) sublicense any of the rights described in paragraphs (a) or (b).

33.6 Know-how and methodologies

- (a) Subject to the terms of this clause 33, the Service Provider owns all Intellectual Property Rights in any know-how, skills or methodologies the Service Provider develops in performing its obligations under this document.
- (b) The Service Provider grants to RMS an irrevocable, non-exclusive, royalty-free, non-transferable licence to:
 - (i) use, reproduce, add to and modify any know-how, skills or methodologies the Service Provider develops in performing its obligations under this document for the purpose of designing, constructing, operating, maintaining, repairing, upgrading and improving roads in New South Wales;
 - (ii) permit any person to assist RMS to do any of the things referred to in paragraph (i); and
 - (iii) sublicense any of the rights described in paragraphs (i) or (ii).

33.7 **Licence by RMS for the purpose of the Services**

- (a) RMS grants to the Service Provider a non-exclusive, royalty free, non-transferable licence for the Contract Term:
 - (i) to use; and
 - (ii) subject to RMS' prior written consent, reproduce, add to and modify, RMS Material, the Data, the Developed Material and any know-how, skills or methodologies referred to in clause 33.6 for the sole purpose of performing the Service Provider's obligations under this document.
- (b) The Service Provider may sublicense its rights set out in this clause 33.7 to Subcontractors for the sole purpose of the Subcontractor performing its obligations under the relevant Subcontract. The Service Provider may not sublicense its right to sublicense except with RMS' prior written consent.

33.8 **Licence by RMS for other purposes**

- (a) If the Service Provider wishes to use, reproduce, add to or modify any Data or Developed Material for any purpose other than the purpose contemplated by clause 33.7, the Service Provider must, by written notice, request a licence from RMS.
- (b) Following receipt of a notice under paragraph (a), RMS:
 - (i) will consider the Service Provider's request; and
 - (ii) may, in its absolute discretion, either:
 - (A) reject the request; or
 - (B) grant the licence on terms acceptable to RMS.

33.9 **Service Provider warranty**

- (a) The Service Provider warrants to RMS that:
 - (i) it will not infringe the Intellectual Property Rights or Moral Rights of any person in performing the Services or its other obligations under this document;
 - (ii) it has sufficient rights to assign or license Intellectual Property Rights on the terms set out in this clause 33; and
 - (iii) use of the Developed Materials, Deliverables, Data and other materials provided or assigned by the Service Provider under this document to RMS (including the Pre-Existing Material) will not infringe any Intellectual Property Rights of third parties in or in respect of such material.
- (b) The warranty in paragraph (a) will be repeated by reference to the circumstances then subsisting at the date any licences or rights are granted under this clause 33.
- (c) If the Service Provider becomes aware of a breach or possible breach of the warranty given by it under paragraph (a), the Service Provider must, following consultation with RMS, take all actions approved by RMS to facilitate RMS' continued use of the relevant material as contemplated by this document.

34. CONFIDENTIALITY

34.1 Use and disclosure of confidential information

- (a) The Service Provider will not, and will ensure that any persons employed by it and its Subcontractors do not:
- (i) disclose to any person any information;
 - (ii) use any information; or
 - (iii) publish any photographs, texts, documents, articles, advertisements or any other information,
- relating to this document, the Services, or any Asset for purposes not connected with the performance of the Services without obtaining RMS' prior written consent.
- (b) If requested by RMS, the Service Provider will execute a confidentiality agreement on terms reasonably required by RMS, in relation to any information obtained for the purposes of this document or the performance of the Services.
- (c) This clause 34.1 does not apply to any information that:
- (i) is in or enters the public domain, except through disclosure contrary to this document; or
 - (ii) was made available to the Service Provider by a person who is or was not under any obligation of confidence in relation to that information.
- (d) The obligations of confidentiality set out in this clause 34.1 do not apply to the extent that the Service Provider is required by any applicable Law, the requirement of any relevant Authority or the rules of any stock exchange to disclose any information, provided the Service Provider:
- (i) promptly gives notice to RMS of that requirement;
 - (ii) takes all lawful measures available, and allows RMS to take all lawful measures available to restrict disclosure of information; and
 - (iii) discloses only that portion of information which it is legally required to disclose.
- (e) The Service Provider:
- (i) acknowledges and agrees that RMS will disclose information in relation to this document to the extent it is required to do so under the *Government Information (Public Access) Act 2009* (NSW); and
 - (ii) must provide RMS with details of any Related Body Corporate or any other private sector entity in which the Service Provider has an interest that will be involved in performing any of the Service Provider's obligations under this document or that will receive a benefit under this document; and
- (f) agrees that the obligation under paragraph (e)(ii) is a continuing obligation under this document.

34.2 **Provision of information to other NSW Government Authorities and ministries**

- (a) RMS may make any information concerning the Service Provider available to other NSW Government authorities and ministries and relevant Commonwealth Government bodies, authorities and ministries. This information may include, but is not limited to, any information provided by the Service Provider to RMS and any information relating to the Service Provider's performance under this document.
- (b) Information about the Service Provider from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW Government authorities in considering whether to offer the Service Provider future opportunities for NSW Government work.
- (c) In making available information under paragraph (a), the Service Provider acknowledges that RMS will be entitled to rely on the defence of qualified privilege for the purposes of section 30 of the *Defamation Act 2005* (NSW).
- (d) The Service Provider releases and must indemnify RMS from and against any Claim in respect of any matter arising out of:
 - (i) information being made available under paragraph (a); and
 - (ii) the use of such information by a recipient of the information.

34.3 **Publicity**

Except for notices which the Service Provider is required to disclose to any recognised stock exchange, the Service Provider must:

- (a) not make any public announcements or statements in relation to this document or the Services (including by posting any information relating to this document or the Services on any website) without the prior consent of RMS;
- (b) use reasonable endeavours to agree with RMS the wording and timing of all public announcements and statements by it or its Personnel relating to this document or the Services before the relevant announcement or statement is made;
- (c) give RMS a draft of any proposed media release relating to this document or the Services and obtain RMS' approval of the media release before distributing it;
- (d) give RMS a copy of any announcement or media release as soon as practicable after it is made or distributed; and
- (e) ensure that all of its Personnel comply with the requirements referred to in this clause 34.3.

34.4 **Communication and Stakeholder Engagement**

- (a) Without limiting clause 34.3, all communications by the Service Provider with the public in connection with the Services must be carried out in accordance with the Communication and Stakeholder Engagement Requirements.
- (b) The Service Provider must ensure that all of its Personnel comply with the requirements of paragraph (a).

35. **PRIVACY**

35.1 **Privacy Acts**

If under this document the Service Provider is required to disclose Personal Information, the Service Provider must:

- (a) if the disclosure is not authorised under the Privacy Acts, prior to disclosure obtain the consent of the natural person to whom that Personal Information relates in relation to RMS' collection and use of that Personal Information for the purposes of this document or the purposes authorised by this document;
- (b) ensure that the Personal Information disclosed is accurate; and
- (c) inform that natural person:
 - (i) that the Personal information has been collected by or on behalf of RMS; and
 - (ii) of any other matters required by the Privacy Acts.

PART I – DISPUTE RESOLUTION

36. **DISPUTE RESOLUTION**

36.1 **Dispute**

Subject to clause 36.16, if a dispute or difference arises between the parties in respect of any fact, matter or thing arising out of, or in any way in connection with, the Services or this document, or either party's conduct before the date of this document (**Dispute**), and a party requires the Dispute to be resolved, the Dispute must be determined in accordance with the procedure in this clause 36.

36.2 **Notice of Dispute**

Where such a Dispute arises, the party requiring the Dispute to be resolved must promptly give a notice in writing to the other party (**Notice of Dispute**). The Notice of Dispute must:

- (a) specify the Dispute;
- (b) provide particulars of the party's reasons for being dissatisfied; and
- (c) set out the position which the party believes is correct.

36.3 **Referral to representatives**

- (a) Where a Notice of Dispute is given under clause 36.2, the Dispute must in the first instance be referred to RMS' Representative and the Service Provider's Authorised Person who must meet and seek to resolve the Dispute.
- (b) If the Dispute is not fully resolved within 10 Business Days (or such other period as may be agreed between the parties) after a Notice of Dispute is given under clause 36.2, either party may, by giving notice in writing to the other party, require the Dispute, or parts of the Dispute, be referred to the Management Review Group for resolution in accordance with clause 36.4.

36.4 Management Review Group

- (a) Where a notice is given under clause 36.3(b), a meeting of the Management Review Group must be convened in accordance with clause 15.3 and the Management Review Group must seek to resolve the Dispute.
- (b) Either party may require that the Dispute Avoidance Board attend a meeting of the Management Review Group contemplated by paragraph (a) to advise in relation to the Dispute.
- (c) If the Dispute is not fully resolved within 20 Business Days (or such other period as may be agreed between the parties) after a notice is given under clause 36.3(b), either party may, by giving notice in writing to the other party, require the Dispute, or parts of the Dispute, be referred to the chief executive officers of the parties for resolution in accordance with clause 36.5.

36.5 Executive negotiations

- (a) Where a notice is given under clause 36.4(c), the chief executive officers of the parties (or their respective delegates) must meet and seek to resolve the Dispute.
- (b) If the Dispute is not fully resolved within 20 Business Days (or such other period as may be agreed between the parties) after a notice is given under clause 36.4(c), either party may, by giving notice in writing to the other party and the Dispute Avoidance Board in accordance with clause 36.6, require the Dispute, or parts of the Dispute, be referred to the Dispute Avoidance Board for resolution in accordance with clause 36.7.

36.6 Referral to Dispute Avoidance Board

- (a) If a party wishes to refer a Dispute, or parts of a Dispute, to the Dispute Avoidance Board, it must give notice in writing to the other party and the Dispute Avoidance Board (**Notice of Referral to DAB**).
- (b) A Notice of Referral to DAB must:
 - (i) state that it is a Notice of Referral to DAB under this clause 36.6; and
 - (ii) include or be accompanied by reasonable particulars of the Dispute referred to the Dispute Avoidance Board for resolution, or those parts of the Dispute which the party requires to be resolved by the Dispute Avoidance Board, as the case may be.

36.7 Obtaining Dispute Avoidance Board's decision

- (a) If a Dispute is referred to the Dispute Avoidance Board under clause 36.6, the Dispute Avoidance Board will be deemed to have received such reference on the date when the Notice of Referral to DAB is received by the chairperson of the Dispute Avoidance Board. The decision of a Dispute by the Dispute Avoidance Board under this clause 36.7 must be made in accordance with the rules in Schedule 2 of the DAB Agreement, or such other rules as are agreed between the parties and the Dispute Avoidance Board.
- (b) Both parties must promptly make available to the Dispute Avoidance Board all such information, access and facilities as the Dispute Avoidance Board may require for the purposes of making a decision on the Dispute.
- (c) The function of the Dispute Avoidance Board is not arbitration and the members of the Dispute Avoidance Board do not act as arbitrators.

- (d) Despite anything else, to the extent permitted by Law, the Dispute Avoidance Board will have no power to apply or have regard to the provisions of Part 4 of the *Civil Liability Act 2002 (NSW)*.
- (e) Within 25 Business Days after receiving a Notice of Referral to DAB under clause 36.6, or within such other period as may be proposed by the Dispute Avoidance Board and approved by both parties, the Dispute Avoidance Board must give its decision. The decision of the Dispute Avoidance Board:
 - (iii) must be in writing, must state that it is given under this clause 36.7(e) and must set out reasons for the decision;
 - (iv) will be final and binding unless a party gives a notice of its dissatisfaction to the other party in accordance with clause 36.7(f); and
 - (v) subject to clause 36.7(i) and clause 36.14, is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under the procedure in the following clauses.
- (f) If the Dispute Avoidance Board gives a decision that either party is dissatisfied with, then, subject to clause 36.7(i), the dissatisfied party may give a notice to the other party of its dissatisfaction within 20 Business Days after receipt of the decision.
- (g) If the Dispute Avoidance Board fails to give its decision within the period of 25 Business Days (or such other period as is approved by both parties) after receiving a Notice of Referral to DAB under clause 36.6, then either party may give notice to the other party of its dissatisfaction.
- (h) If a notice of dissatisfaction is given in accordance with either clause 36.7(f) or clause 36.7(g), the notice of dissatisfaction must state that it is given under clause 36.7(f) or clause 36.7(g) (as the case may be), and must set out the matter in dispute and the reason(s) for dissatisfaction. Except as provided under clause 36.9 and clause 36.7, neither party will be entitled to commence court proceedings in respect of a Dispute unless a notice of dissatisfaction has been given in accordance with clause 36.7(g).
- (i) Where the decision of the Dispute Avoidance Board requires that one party (**first party**) owes the other (**second party**) money, the first party must pay the second party the money within 20 Business Days of the receipt of the decision, provided that neither:
 - (i) payment of any money; nor
 - (ii) a failure by the first party to give a notice of dissatisfaction,
 within 20 Business Days of receipt of the decision prejudices the rights of the first party under clause 36.7(f).
- (j) Once a decision of the Dispute Avoidance Board has become final and binding under clause 36.7(e), clause 36.7(h) or clause 36.7(b) as the case may be, neither party will be entitled to challenge the decision on the basis that a member of the Dispute Avoidance Board did not, at the time of making the decision, meet the criteria set out in Schedule 15.

36.8 Amicable settlement

Where a notice of dissatisfaction has been given under clause 36.7(f) or clause 36.7(g), the parties may attempt to settle the Dispute amicably before the commencement of

court proceedings. However, if no amicable settlement has been reached within 10 Business Days after the day on which the notice of dissatisfaction was given (or such longer period as the parties agree in writing):

- (a) either party may commence court proceedings in respect of the Dispute; or
- (b) if neither party has commenced court proceedings in respect of the Dispute within 40 Business Days after the day on which the notice of dissatisfaction was given, the decision of the Dispute Avoidance Board will be final and binding.

36.9 Failure to comply with Dispute Avoidance Board's decision

If in respect of any binding or final and binding decision of the Dispute Avoidance Board a party fails to comply with the decision, then the other party may, without prejudice to any other rights it may have, commence court proceedings in relation to such failure.

36.10 No Dispute Avoidance Board in place

If a Dispute arises and there is no Dispute Avoidance Board in place, whether by reason of the expiry of the Dispute Avoidance Board's appointment or otherwise (including the Dispute Avoidance Board not being properly constituted, by reason of unavailability of one or more members), clause 36.5(a) will still apply, and if the Dispute is not resolved within 20 Business Days after a Notice of Dispute is given under clause 36.2:

- (a) clauses 36.6 to 36.8 will not apply; and
- (b) either party may commence court proceedings in respect of the Dispute.

36.11 Constitution and function of the Dispute Avoidance Board

- (a) The parties acknowledge and agree that the Dispute Avoidance Board:
 - (i) will be:
 - (A) constituted under the DAB Agreement; and
 - (B) engaged for:
 - (aa) the Initial Works Period; and
 - (bb) any subsequent period required by RMS; and
 - (ii) must, in performing its functions, comply with this document and the DAB Agreement.
- (b) In addition to its function of determining disputes under clause 36.7 the Dispute Avoidance Board will attend meetings of the Management Review Group when requested by either party and will undertake site visits when agreed by the parties for the purpose of:
 - (i) familiarising itself with the performance and progress of the Services and issues or potential issues between the parties; and
 - (ii) advising in relation to such issues or potential issues between the parties.
- (c) To enable the Dispute Avoidance Board to fulfil its functions under this document, the parties must provide all reasonable assistance to the Dispute Avoidance Board, including providing all information that the Dispute Avoidance Board reasonably requires or requests.

36.12 Replacement of Dispute Avoidance Board Member

- (a) The parties agree that the initial members of the Dispute Avoidance Board and any replacement member must satisfy the criteria set out in Schedule 15, unless the parties agree otherwise.
- (b) If a member of the Dispute Avoidance Board declines to act or is unable to act as a result of death, disability, resignation or termination of appointment:
 - (i) if that member is the chairperson, the remaining two members will appoint a replacement member; and
 - (ii) if that member is not the chairperson:
 - (A) if the parties have previously agreed upon one or more reserve members for the Dispute Avoidance Board and one or more such members are willing and able to act on the Dispute Avoidance Board, the party that nominated the member to be replaced will appoint one of the reserve members of the Dispute Avoidance Board; or
 - (B) if no reserve members have been agreed between the parties or none of the reserve members are willing and able to act on the Dispute Avoidance Board, the party that nominated the member to be replaced must nominate a replacement member satisfactory to the other party.
- (c) If, within 30 Business Days of a member declining to act or being unable to act on the Dispute Avoidance Board, the member has not been replaced by a person appointed in accordance with this clause 36.12, either party may request the President of the Institute of Arbitrators and Mediators Australia to appoint a replacement member. This appointment will be final and conclusive.
- (d) The parties agree that if the circumstances contemplated by paragraph (b) arise, the parties, the remaining members of the Dispute Avoidance Board and the new member of the Dispute Avoidance Board must enter into a replacement dispute avoidance board agreement on substantially the same terms as the DAB Agreement.

36.13 Termination of Dispute Avoidance Board

- (a) The appointment of any member of the Dispute Avoidance Board may be terminated by mutual agreement of both parties, but not by RMS or the Service Provider alone.
- (b) Unless otherwise agreed by both parties, the Dispute Avoidance Board will terminate upon the later of:
 - (i) the Dispute Avoidance Board having made a decision in accordance with clause 36.7 in respect of all Disputes that were referred to it; and
 - (ii) expiry of the Contract Term or termination of this document.

36.14 Payments

RMS may withhold payment of that part of any amount which is the subject of a Dispute.

36.15 Service Provider to continue performing obligations

Despite the existence of a Dispute between the parties to this document, the Service Provider must:

- (a) continue to carry out the Services; and
- (b) otherwise comply with its obligations under this document.

36.16 Urgent relief

Nothing in this clause 36 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court in respect of a Dispute. In respect of any such proceedings, the parties agree that the Supreme Court of New South Wales shall have exclusive jurisdiction in respect of those proceedings.

36.17 Survive termination

This clause 36 will survive the termination or expiry of this document.

PART J – SUSPENSION AND FORCE MAJEURE

37. SUSPENSION

37.1 RMS' power to suspend Services

- (a) Where suspension of all or part of the Services becomes necessary:
 - (i) because of an act, omission or default of:
 - (A) RMS or any employee or contractor of RMS (other than the Service Provider or its Subcontractors);
 - (B) the Service Provider or an employee or agent of the Service Provider;
or
 - (C) a Subcontractor or an employee or agent of that Subcontractor; or
 - (ii) for the safety or protection of any person or property,

RMS may direct the Service Provider to suspend part or all of the Services until such time as RMS considers appropriate.

- (b) If RMS exercises the right in paragraph (a), the Service Provider must:
 - (i) immediately cease performance of all or part of the Services as directed by RMS;
 - (ii) if RMS requires, remove Service Provider's Plant and Materials in the area of the Zone; and
 - (iii) comply with any other RMS direction.
- (c) Except as provided by paragraph (d), nothing in this clause 37 limits or affects the Service Provider's liability and obligations under any Environmental Law or for the protection and safety of any person or property which may be affected by the Service Provider's acts or omissions or acts or omissions for which the Service Provider is responsible.

- (d) The Service Provider is not liable for any failure to carry out any activity suspended under this clause 37 during the suspension period nominated by RMS.
- (e) The Service Provider must resume carrying out the Services when directed to do so by RMS.
- (f) If the need for suspension arises from RMS' own act or omission or the acts or omissions of the employees or contractors of RMS (other than the Service Provider or its Subcontractors), then provided that the Service Provider has taken all reasonable steps to minimise the costs, the Service Provider will be entitled to, as an addition to any payment under this document, any additional Reimbursable Costs that it unavoidably incurs as a result of the suspension.
- (g) The Service Provider has no other remedies in connection with the suspension.

38. **FORCE MAJEURE**

38.1 **Notification**

- (a) If the Affected Party alleges or wishes to claim that a Force Majeure Event has occurred, it must promptly give the other party notice of the Force Majeure Event as soon as the Affected Party becomes aware of the occurrence of the Force Majeure Event.
- (b) As soon as reasonably practicable after giving notice under paragraph (a), if the Affected Party is the Service Provider, the Service Provider must give RMS (progressively if necessary) full particulars of relevant matters pertaining to the Force Majeure Event including:
 - (i) the nature of the Force Majeure Event;
 - (ii) the obligations affected;
 - (iii) the action that the Service Provider has taken and/or proposes to take to remedy, overcome or mitigate the situation;
 - (iv) an estimate of the time during which the Service Provider will be unable to carry out the affected obligations due to the Force Majeure Event;
 - (v) an estimate of the costs that the Service Provider will incur to remedy, overcome or mitigate the situation; and
 - (vi) all insurance moneys to which the Service Provider believes it will be entitled if required to make good damage caused by the Force Majeure Event.
- (c) After giving notice under paragraph (a) and, if the Affected Party is the Service Provider, paragraph (b), the Service Provider must continue to keep RMS informed of all relevant information pertaining to the Force Majeure Event.

38.2 **Meeting**

The parties must meet within 10 Business Days of delivery of a notice under clause 38.1(a) to determine:

- (a) whether a Force Majeure Event has occurred;
- (b) the extent to which the Force Majeure Event is covered by insurance effected under this document; and

- (c) the estimated duration of the Force Majeure Event.

38.3 Suspension of obligations

- (a) If a Force Majeure Event occurs and the Affected Party gives notice under clause 38.1(a), then:
 - (i) the Affected Party's obligations under this document (other than this clause 38.3) which are affected by the Force Majeure Event will be suspended, but only to the extent and for so long as the Force Majeure Event prevents or delays the Affected Party from performing those obligations; and
 - (ii) RMS may not issue a notice to remedy or show cause under clause 39 or terminate this document under clause 40 in respect of a breach of such obligations during the period of suspension.
- (b) Upon the Affected Party becoming able to recommence performing its obligations which were suspended under paragraph (a)(i), subject to a reasonable period in order to remobilise, the Affected Party must recommence the performance of those obligations.

38.4 Payments

RMS is not obliged to make any payments under this document with respect to those Services which are not performed due to a Force Majeure Event.

38.5 Best endeavours to mitigate effect

During the period of suspension under clause 38.3, the Affected Party must use its best endeavours to overcome or mitigate the effects of the Force Majeure Event. This may include incurring reasonable expenditure, rescheduling resources or implementing appropriate temporary measures.

38.6 Alternative arrangements

During the period of suspension under clause 38.3, RMS may make alternative arrangements for the performance of any suspended obligations of the Service Provider (without incurring any liability to the Service Provider).

38.7 Cessation of Force Majeure Event

The Affected Party must notify the other party immediately after it ceases to be prevented or delayed from performing its obligations as a result of a Force Majeure Event.

38.8 No financial relief to the Service Provider

RMS will not be obliged to provide any financial relief to the Service Provider during the period of suspension under clause 38.3, to the extent of the suspension.

38.9 No compensation to RMS

The Service Provider will not be liable to compensate RMS for any Losses which RMS incurs during the period of suspension under clause 38.3 in respect of the suspended obligations.

PART K – STEP-IN, TERMINATION, DEMOBILISATION AND HANDOVER

39. RMS STEP-IN

39.1 Notice to remedy breach

Without limiting RMS' rights under clause 40.1, if the Service Provider breaches an obligation under this document (including committing a Service Provider's Default), RMS may in writing direct the Service Provider to remedy the breach and specify the time and date by which the breach must be remedied, if the breach is capable of being remedied.

39.2 RMS step-in

If:

- (a) the Service Provider fails to comply with a notice served under clause 39.1; or
- (b) RMS reasonably believes that action must be taken to discharge its duty as an Authority,

RMS may remedy, or procure the remedy of, the default or perform (or procure performance of) such action.

39.3 Suspension of Service Provider's obligations

If RMS exercises its rights under clause 39.2, the Service Provider's obligations under this document are suspended to the extent and for such period as the Service Provider is prevented from performing such obligations by RMS exercising its step-in right.

39.4 Service Provider must assist RMS

If RMS exercises its step-in right under clause 39.2, the Service Provider must assist RMS (and ensure that its Subcontractors assist RMS) to ensure RMS is able to exercise its step-in right effectively and expeditiously, including giving RMS or its nominees access to the Service Provider's Plant, Materials and documents and materials produced by the Service Provider.

39.5 Step-in right ceases

- (a) If RMS exercises its step-in right, RMS may, after giving reasonable prior notice to the Service Provider, cease to exercise the right.
- (b) RMS' step-in right will cease once the relevant breach has been remedied.

39.6 RMS not required to remedy breach

The Service Provider acknowledges and agrees that RMS is not obliged to remedy any breach, or to overcome or mitigate any risk or risk consequences, in respect of which RMS exercises its step-in right.

39.7 Service Provider to compensate RMS

The Service Provider must indemnify RMS in respect of any Loss incurred by RMS arising out of or in connection with the exercise of its step-in right under this clause 39.

39.8 No payments by RMS

RMS will have no liability to the Service Provider:

- (a) arising out of or in connection with the exercise by RMS of its step-in right under this clause 39; or
- (b) for payment of all or part of any payment under this document referable to the Service Provider's obligations suspended under this clause 39.

39.9 RMS may suspend Service Provider's authorisation

If RMS issues a notice to the Service Provider under clause 39.1, RMS may immediately by written notice to the Service Provider cancel any authorisation granted by RMS to the Service Provider other than an authorisation required to enable the Service Provider to remedy the breach.

39.10 No prejudice to other rights

Nothing in this clause 39 prejudices RMS' other rights under this document or according to Law with respect to the Service Provider's default.

40. TERMINATION FOR DEFAULT OR INSOLVENCY OF THE SERVICE PROVIDER

40.1 Termination for Service Provider's Default

- (a) RMS may, by notice in writing to the Service Provider, immediately terminate this document if:
 - (i) a Service Provider's Default occurs which, in RMS' opinion, is not capable of being remedied;
 - (ii) the Service Provider fails to comply with a notice served under clause 39.1 to the reasonable satisfaction of RMS within the period specified in the notice;
 - (iii) the Service Provider commits a Persistent Breach;
 - (iv) in RMS' opinion, there is a Change of Control of any entity that comprises the Service Provider; or
 - (v) the Service Provider's aggregate liability to RMS is equal to or exceeds [REDACTED].
- (b) Nothing in this clause 40 affects or negates RMS' common law rights to terminate or for damages.

40.2 Termination for insolvency of the Service Provider or the Guarantor

RMS may, by notice in writing to the Service Provider, immediately terminate this document if an Insolvency Event occurs in relation to the Service Provider or the Guarantor.

40.3 Consequences of termination

- (a) If RMS terminates this document under clause 40.1 or 40.2, RMS may at its sole discretion employ others to complete the Services.
- (b) If the cost of appointing others to complete the Services exceeds the amount that would have been paid to the Service Provider to complete the Services, then the difference will be a debt due by the Service Provider to RMS.

- (c) RMS may make a provisional assessment of the amounts payable to RMS under paragraph (b) and:
 - (i) deduct such amount or any part of that amount from the Security; and/or
 - (ii) set off such amount or any part of that amount from amounts otherwise payable to the Service Provider.

41. TERMINATION FOR CONVENIENCE

41.1 RMS may terminate Contract for convenience

- (a) RMS may, by giving 1 month written notice, terminate this document for its convenience and without the need to give reasons.
- (b) In any notice issued under paragraph (a), RMS may specify Project Works which the Service Provider must carry out and complete following such termination.
- (c) If, in a notice issued under paragraph (a), RMS specifies any such Project Works, the Work Terms and any terms of this document applicable to such Project Works will survive the termination of this document.

41.2 Service Provider's obligations

If RMS issues a termination notice under clause 41.1, the Service Provider must comply with any directions of RMS to wind down and stop work.

41.3 Payments on termination for convenience

- (a) After termination under clause 41.1, subject to its rights under this document, including any right of set-off, RMS must pay the Service Provider:
 - (i) the value completed for all Services carried out (as determined under clause 25) to the date the termination notice takes effect, after taking into account previous payments and any deductions, retentions or set-offs;
 - (ii) the cost of unfixed Materials reasonably ordered by the Service Provider for the Services which it is legally liable to accept, but only if on payment these unfixed Materials become the property of RMS, free of any Encumbrances;
 - (iii) where a Payment Type includes payment of any Reimbursable Costs in accordance with the Amortised Cost Principle, such Reimbursable Costs for a period of 2 months following the date of termination;
 - (iv) any Subcontractor Breakage Costs payable to Subcontractors arising from the termination of Subcontracts; and
 - (v) where this document is terminated under clause 41.1 within 2 years from the Full Services Commencement Date, the Transferring Employees Payment, but only where the Service Provider can demonstrate to RMS that for each Transferring Employee for which it is claiming payment:
 - (A) the Transferring Employee remained employed with the Service Provider for the relevant period; and
 - (B) the Transferring Employee was not redeployed by the Service Provider.

- (b) The payments referred to in paragraph (a) are in full compensation for termination under this clause 41, and the Service Provider has no Claim for damages or other entitlement whether under this document or otherwise.

41.4 Return of Security following termination for convenience

- (a) RMS must, subject to paragraphs (b) and (c) and its other rights under this document, return all Security within 40 Business Days of termination under clause 41.1.
- (b) If in a notice issued under clause 41.1(a), RMS specifies any Project Works that the Service Provider must carry out and complete following termination, RMS may retain such amount of Security as RMS determines, in its absolute discretion, as being required as security for such Project Works.
- (c) RMS must return any Security held pursuant to paragraph (b) within 40 Business Days of the later of:
 - (i) the expiry of all Defect Liability Periods for the relevant Project Works; or
 - (ii) rectification of all Defects notified to the Service Provider in accordance with the Work Terms for the relevant Project Works.

42. TERMINATION FOR RMS DEFAULT

42.1 Service Provider may terminate

- (a) If RMS fails to pay the Service Provider any amount in accordance with this document which is not the subject of a Dispute, then the Service Provider may give notice requiring RMS to remedy the default within 20 Business Days after receiving the notice.
- (b) If RMS fails to remedy the default, or fails to propose steps reasonably acceptable to the Service Provider to do so, then the Service Provider may issue a notice terminating this document. Clause 41.3 will then apply and RMS must pay the Service Provider the applicable amounts referred to in clause 41.3(a) as its sole remedy and in full compensation for RMS' breach.

42.2 Sole remedy

The Service Provider has no other right to terminate this document, under the common law or otherwise.

43. TERMINATION FOR CONTINUED FORCE MAJEURE EVENTS

43.1 Either party may terminate

- (a) If the Service Provider is rendered wholly or partially unable to carry out its major obligations under this document by a Force Majeure Event for a continuous period of more than 60 Business Days, the Management Review Group will meet to identify any alternate viable means to provide the suspended Services and failing an alternate means being agreed within 20 Business Days of the end of the period referred to above, either party may terminate this document immediately by written notice.
- (b) If this document is terminated under paragraph (a), RMS must pay the Service Provider the applicable amounts referred to in clause 41.3(a) and such amounts will be the Service Provider's sole remedy and full compensation for such termination.

44. DEMOBILISATION AND HANDOVER

44.1 Demobilisation and Handover Services

The Service Provider must carry out the Demobilisation and Handover Services within the Demobilisation and Handover Period.

44.2 Service Provider's obligations

- (a) Without limiting the other provisions of this document, prior to the end of the Demobilisation and Handover Period, the Service Provider acknowledges and agrees that it must:
- (i) deliver to RMS an electronic (MS Word format) and hard copy of the then current version of:
 - (A) each Service Plan;
 - (B) each of the RMS Specifications; and
 - (C) all Data on the AMS;
 - (ii) pay to RMS any insurance proceeds received by the Service Provider from any insurances for reinstatement or replacement of any part of the Zone Network or any Asset to the extent not already reinstated or replaced;
 - (iii) provide induction and training to any personnel nominated by RMS in relation to any aspect of the Services required by RMS;
 - (iv) if directed by RMS, transfer to RMS or its nominee all Subcontractor warranties and guarantees relating to any part of the Zone Network or any Asset;
 - (v) if directed by RMS, assign to RMS the Service Provider's rights and benefits in all its contracts concerning the Services and security bonds, bank guarantees, insurance bonds, other security of a similar nature or purpose and retention held by the Service Provider under those contracts, with effect from the expiry of the Demobilisation and Handover Period;
 - (vi) if directed by RMS, novate to RMS or its nominee any Subcontract or agreement with a supplier (eg, licences) or consultant relating to the Services;
 - (vii) if directed by RMS, provide RMS with the benefit of any interface arrangements that the Service Provider has implemented with any Authority or Utility provider;
 - (viii) remove all temporary works, Service Provider's Plant and Materials it has brought into the Zone (other than temporary work, Service Provider's Plant and Materials that RMS requires to be retained in the Zone);
 - (ix) provide to RMS or its nominee a pool of rotables equivalent in identity, quantity, functionality, performance and useful life to those provided to the Service Provider;
 - (x) make available for purchase (at cost) by RMS or its nominee all consumables held in relation to the Zone Network or any Asset;

- (xi) return to RMS anything entrusted to the Service Provider by RMS for the purpose of carrying out the Services;
 - (xii) if this document terminates or expires within 2 years of the Full Services Commencement Date, do all things reasonably required by RMS to procure the transfer of employment of all Transferring Employees that are not required by the Service Provider to any service provider nominated by RMS; and
 - (xiii) do all other reasonable acts and things to enable RMS to properly maintain the Zone Network and all Assets.
- (b) The Service Provider irrevocably appoints RMS as its attorney to do the things contemplated by paragraphs (a)(iv) to (a)(vii) in the Service Provider's name if the Service Provider fails to do so by the expiry of the Demobilisation and Handover Period.

44.3 End of Contract Term obligations

The Service Provider must ensure that:

- (a) as at the Expiry Date there is no immediate repair work required to the Zone Network or any Asset (other than repair work identified in the Forward Works Program); and
- (b) anything made available to the Service Provider by RMS for the purpose of carrying out the Services is in an operational condition and there is no immediate repair work required to any such item, part or thing to return it to the condition required by this document.

44.4 Pricing of the Demobilisation and Handover Services

The Pricing Schedule applicable to each Works Period must include a pre-agreed price for the performance of the Demobilisation and Handover Services.

44.5 Tactical Road Pavement Works Defects Liability Period

- (a) During the Tactical Road Pavement Works Defects Liability Period, RMS may give the Service Provider a written direction to rectify any Tactical Road Pavement Works Defect.
- (b) A direction given by RMS under paragraph (a) must:
 - (i) identify the Tactical Road Pavement Works Defect; and
 - (ii) specify a reasonable time within which the Service Provider must rectify such Tactical Road Pavement Works Defect.
- (c) If the Service Provider fails to rectify a Tactical Road Pavement Works Defect that is the subject of a direction under paragraph (b) within the time specified in such direction, RMS may either perform such rectification itself or employ or engage another person to do so and the costs incurred by RMS will be a debt due and payable to RMS by the Service Provider.
- (d) Any rectification works carried out by the Service Provider under this clause 44.5 will have a separate defects liability period of 12 months.

PART L – GENERAL

45. NOTICES

45.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it;
- (b) addressed to the party to whom it is to be given; and
- (c) it is:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that party's address;
 - (ii) sent by fax to that party's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
 - (iii) sent by email in the form of a .pdf file of a letter to that party's email address.

45.2 When a notice is given

A notice, consent or other communication that complies with this clause 45 is regarded as given and received:

- (a) if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia – 3 Business Days after posting; or
 - (ii) to or from a place outside Australia – 7 Business Days after posting.
- (c) if it is delivered or sent by email:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

45.3 **Address for notices**

Each party's address, fax number and email address are as set out below or as the party notifies the other party.

RMS

Address: Level 9, 101 Miller Street
North Sydney NSW 2060

Fax: (02) 8588 4134

Email: stephen.cowdery@rms.nsw.gov.au

Attention: Stephen Cowdery, General Manager, Contract Management Office
(With a copy to Christine Lithgow, General Counsel)

Service Provider

Address: Level 3, Triniti 3, Trinti Business Campus
39 Delhi Road
North Ryde NSW 2113

Fax: (02) 9813 8917

Email: peter.tompkins@downergroup.com

Attention: Downer Group Company Secretary

46. **ASSISTANCE BY SERVICE PROVIDER**

46.1 **RMS' legal and public obligations**

The Service Provider must provide all reasonable assistance to RMS and its agents in seeking to meet its legal and public obligations.

46.2 **Public and Ministerial inquiries**

- (a) The Service Provider must provide all reasonable advice, assistance and documentation required by RMS to enable it to:
- (i) respond to any:
 - (A) governmental inquiry; or
 - (B) governmental request pursuant to any legitimate government purpose or process; and
 - (ii) satisfy any disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary accountability, including tabling information concerning this document or the Services in Parliament.
- (b) The Service Provider must provide any advice, assistance or documentation that is required by RMS under paragraph (a) within such time as is reasonably required by RMS.

47. AMENDMENT AND ASSIGNMENT

47.1 Amendment

This document may only be amended, supplemented, replaced or novated by another document signed by each of the parties.

47.2 Assignment

The Service Provider must not assign, transfer or otherwise deal with any of its rights or obligations under this document except with the prior written consent of RMS.

48. GENERAL

48.1 Governing law

This document is governed by the laws of New South Wales and both parties submit irrevocably to the non-exclusive jurisdiction of the courts of New South Wales.

48.2 Survival of terms

- (a) The invalidity or unenforceability of any part or provision of this document does not affect the enforceability of any other part or provision of this document and the invalid or unenforceable part is severable.
- (b) Clauses 1.9, 3, 7.4(b), 9, 11.3, 11.7(d), 12.1(c), 11.12, 11.13, 21, 22, 25.2, 25.6, 25.7, 25.8, 29, 31, 32, 33, 34, 36, 39, 40, 41, 42, 43, 44, 45 and 48 (and any provisions of this document necessary for or incidental to the operation of these clauses) survive the expiry or termination of this document.

48.3 Relationship of parties

- (a) Except as expressly provided in this clause 48.3, this document is not intended to create and should not be construed as creating any partnership, joint venture or fiduciary relationship between the parties, or confer a right in favour of either party to enter into any commitment on behalf of the other or otherwise to act as its agent.
- (b) Each party is an independent entity, and for the purposes of this document, the officers, employees, agents or subcontractors of each party will not be deemed to be officers, agents or subcontractors of the other, unless deemed otherwise by Law and without limiting the generality of this clause 48.3 each party will pay all costs associated with its own officers and employees including any fringe benefits tax liability attaching to the grant of any fringe benefit to such officers and employees in respect of their appointment.

48.4 Liability for expenses, duty, taxes and other imposts

The Service Provider must pay any duty, taxes or other imposts payable in respect of this document or payable in connection with the performance of the Services or any of its other obligations under this document.

48.5 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

48.6 Giving effect to this document

RMS and the Service Provider must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this document.

48.7 Waiver of rights

Waiver or relaxation partly or wholly of any of the terms of this document will:

- (a) be effective only if in writing and signed by each party;
- (b) apply only to a particular occasion unless otherwise expressed to be continuing; and
- (c) not constitute a waiver or relaxation of any other term of this document.

48.8 Operation of this document

This document applies to the Services, whether the Services are undertaken before, on or after the Commencement Date.

48.9 Consents

Subject to any express provision in this document to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this document.

48.10 Entire Agreement

- (a) This document contains the entire agreement between the parties about its subject matter.
- (b) Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

48.11 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same document.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

The following definitions apply in this document.

Aboriginal Participation Plan means the plan contemplated by section 5.12.3 of the SMCSR, as may be updated in accordance with this document.

Affected Party means a party affected, or which alleges it is affected, by a Force Majeure Event.

Amortised Cost Principle has the meaning set out in Appendix 1 of the Commercial Framework.

Annual Report means the report contemplated by clause 19.2.

Approval means any certificate, licence, consent, permit, approval, direction or determination of any Authority or under any Legislation.

Asset Definition Specification means the document set out in Exhibit 1, as may be updated or varied in accordance with this document.

Asset Maintenance Plan or **AMP** means the plan contemplated by section 4.3.3 of the SMCSR, as updated from time to time by RMS.

Asset Management Planning means the works and services contemplated by section S.2 of Table 1 set out in section 2.2 of the SMCSR.

Asset Management System or **AMS** means a system complying with the requirements of section 5.8 of the SMCSR.

Assets means the physical assets of the Zone Network described in the Asset Definition Specification.

Authority means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of legislation or which has a right to give any consent or impose any requirements in relation to the Services.

Brief for Transition Services means the document set out in Schedule 9.

Business Continuity Plan means the plan contemplated by section 5.2.8 of the SMCSR, as may be updated in accordance with this document.

Business Day means a day which is not a Saturday, Sunday or public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

CCU means the "Construction Compliance Unit" established within NSW Industrial Relations to monitor compliance with, and receive reports of alleged breaches of the NSW Guidelines.

Change means a change or variation to the Services including additions, increases, decreases omissions and deductions to and from the Services, including a variation to:

- (a) the Performance Framework;
- (b) the SMCSR;
- (c) the Asset Definition Specification;
- (d) the Zone; or
- (e) the Assets,

but does not include directions contemplated by clause 5(c) of this Schedule.

Change Benchmarking Guide means the document set out in Appendix 5 of the Commercial Framework, as may be updated or varied in accordance with this document.

Change Event means:

- (a) a Qualifying Change in Law; or
- (b) an event contemplated by the Change Benchmarking Guide which entitles the Service Provider to additional time and/or cost.

Change in Law means:

- (a) the amendment, repeal or change of any Law;
- (b) the enactment of any new Law;
- (c) a judgment of a relevant court of law which changes a binding precedent on the interpretation or application of any Law; or
- (d) a change in Codes and Standards,

which occurs after the Commencement Date but excluding:

- (e) any amendment, repeal or change of the *Income Tax Assessment Act 1936* (Cth), the GST Law or the *Income Tax Assessment Act 1997* (Cth);
- (f) any amendment, repeal or change of the WHS Act or WHS Regulation;
- (g) any amendment, repeal, change or enactment of any Law, or any Code or Standard, which, as at the Commencement Date:
 - (i) was published or of which public notice had been given; or
 - (ii) a party experienced and competent in the delivery of services similar to the Services would have reasonably foreseen or anticipated; and
- (h) any amendment, repeal, change or enactment of any Law, or any Code or Standard, effected in response to an illegal act or omission by the Service Provider (not including an act or omission which became illegal as the result of the amendment, repeal, change or enactment).

Change of Control means that:

- (a) a holding company of a body corporate ceases to be its holding company; or
- (b) a body corporate which was not a holding company of the body corporate becomes its holding company,

except where the old and new holding companies of the body corporate both have the same holding company (and **holding company** means the same as in the Corporations Act).

Claim means any claim, action, demand or proceeding:

- (a) under, arising out of, or in any way in connection with, this document;
- (b) arising out of, or in any way in connection with, the Services or any party's conduct prior to the date of this document; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment.

Clean Energy Regulator means the person that administers the NGER Legislation.

Codes and Standards means:

- (a) the codes, standards, specifications and guidelines specified in the SMCSR and any relevant Standards Australia codes, standards, specifications and guidelines, current as at the Commencement Date; and
- (b) if and to the extent there is no relevant:
 - (i) code, standard, specification or guideline specified in the SMCSR; or
 - (ii) Standards Australia code, standard, specification or guideline,relevant international codes, standards, specifications and guidelines current as at the Commencement Date,

and in each case being a code, standard, specification or guideline:

- (c) with which the Service Provider is required to comply pursuant to the terms of the this document; and
- (d) which is not Legislation.

Commencement Date means the date of execution of this document.

Commercial Framework means the document set out in Schedule 3, as may be updated or varied in accordance with this document.

Communications and Community Engagement Plan means the plan contemplated by section 5.2.6 of the SMCSR, as may be updated in accordance with this document.

Communication and Stakeholder Engagement Requirements means the document set out in Schedule 6, as updated from time to time by RMS.

Completion has the meaning given in the Work Terms.

Complex Minor Improvement Works means the works and services contemplated by section 5.9 of Table 1 set out in section 2.2 of the SMCSR.

Condition Precedent Deadline Date means the date which is 5 Business Days after the Commencement Date or such later date as RMS may specify by notice in writing to the Service Provider.

Contract Road has the meaning given in section 2.4 of the Asset Definition Specification.

Contract Term means the period specified in clause 2.1.

Contract Year means:

- (a) the period commencing on (and including) 30 June 2014 and expiring 12 months thereafter; and
- (b) each subsequent 12 month period.

Controller has the same meaning as in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Cost Plus or **CP** means the basis for payment contemplated by section 2.4 of the Commercial Framework.

DAB Agreement means the agreement between RMS, the Service Provider and the members of the Dispute Avoidance Board in the form set out in Schedule 16.

Data means:

- (a) data (in any format or medium including in electronic form or written) generated by or stored within the Asset Management System, other than financially sensitive information (as agreed between the parties) relating to the Service Provider or its Subcontractors; and
- (c) Performance Data (including all source data from which it is derived).

Date for Completion has the meaning set out in the Work Terms.

Date of Completion has the meaning set out in the Work Terms.

Deed of Disclaimer means the deed poll executed by the Service Provider dated 15 August 2013.

Deed of Guarantee and Indemnity means a guarantee and indemnity in the form of Schedule 18.

Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement) means a guarantee and indemnity in the form of Schedule 4 to the Road Maintenance Transitional Agreement.

Default Rate means 2% above:

- (a) the rate, expressed as a yield per cent per annum (rounded up (if necessary) to four decimal places) that is quoted as the average bid rate on the Reuters monitor system page "BBSY" (or any page that replaces that page) at about 10.30 am on the day the relevant payment becomes due, for bank-accepted bills of exchange that have a tenor equal to 90 days; or
- (b) if no average bid rate is published in accordance with paragraph (a), the bid rate available to the payee at about 11.00 am on the day the relevant payment

becomes due, as conclusively determined in good faith by the payee, for bank-accepted bills of exchange that have the tenor equal to 90 days.

Defect has the meaning given in the Work Terms.

Defects Liability Period has the meaning given in the Work Terms.

Deliverable means each item, document, report, submission or Data that the Service Provider must provide to RMS under this document, including the Service Plans, all Performance Reports, all Performance Data and any amendments to the RMS Specifications.

Demobilisation and Handover Period means:

- (a) the last 3 months of the Contract Term;
- (b) where the parties have failed to agree the Forward Works Program within the time required by clause 7.3(b) and RMS has not issued a notice under clause 7.4(c), the last 3 months of the current Works Period;
- (c) where RMS has issued a notice under clause 7.4(c) but the parties fail to agree the Forward Works Program within the period specified in the notice, a 3 month period commencing on a date notified by RMS; or
- (d) if this document is terminated under clause 40, 41, 42 or 43, 3 months from the date of the notice of termination.

Demobilisation and Handover Services means the works and services contemplated by:

- (a) section S.13 of Table 1 set out in section 2.2 of the SMCSR; and
- (b) clause 44.2.

Depot Management Plan means the plan contemplated by section 5.2.5 of the SMCSR and section 8.2 of the Brief for Transition Services, as may be updated in accordance with this document.

Developed Material means the materials contemplated by clause 33.1(b).

Dispute has the meaning given in clause 36.1.

Dispute Avoidance Board means the board constituted under the DAB Agreement or their replacements referred to in clause 36.12.

Efficiency Commitment means the efficiency commitment described in section 2.8 of the Commercial Framework.

Emergency Management Plan means the plan contemplated by section 5.2.10 of the SMCSR, as may be updated in accordance with this document.

Emergency Services means the NSW Police Force, Fire and Rescue NSW and the Ambulance Service of NSW (and each is an **Emergency Service**).

Emissions and Energy Data means:

- (a) any data, information, records and reports of the type that a registered corporation or any other person may be required by the NGER Legislation to keep or to provide

to the Clean Energy Regulator concerning greenhouse gas emissions, energy production or energy consumption;

- (b) any data, information, records and reports of the type that a registered corporation or any other person may be entitled to provide to the Clean Energy Regulator under the NGER Legislation concerning reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project; and
- (c) any other data, information, records and reports concerning environmental emissions or energy production, use, consumption or efficiency of the type that any person may be required by any other Law to keep or to provide to any Authority.

Employing Entity means the party identified as the "Employing Entity" in the Road Maintenance Transitional Agreement.

Encumbrance means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge;
- (c) an easement, restrictive covenant, caveat or similar restriction over property; or
- (d) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Environmental Event means:

- (a) non-compliance with or the violation of any Environmental Law; or
- (b) an offence under any Environmental Law.

Environmental Law means any Law relating to the Environment (as defined in the *Contaminated Land Management Act 1997* (NSW)), building, planning, health, safety or occupational health and safety and obligations under the common law.

Environmental Management Plan means the plan contemplated by sections 5.3.1 to 5.3.3 of the SMCSR, as may be updated in accordance with this document.

Environmental Management System means the management system contemplated by section 5.3 of the SMCSR.

Estimating Plan means the plan contemplated by section 5.10.1 of the SMCSR, as may be updated in accordance with this document.

Event Management Services means the works and services contemplated by section S.11 of Table 1 set out in section 2.2 of the SMCSR and the Major Traffic Incident Support and Event Management Requirements.

Excepted Risk means any of the following:

- (a) any breach of the terms of this document by, or negligent or unlawful act or omission of RMS or the employees, consultants or agents of RMS; or
- (b) a Force Majeure Event.

Excluded Assets means the assets contemplated by section 3.5 of the SMCSR.

Excluded Costs means the costs contemplated by Appendix 2 of the Commercial Framework which may be incurred by the Service Provider in performing the Services but which the Service Provider is not entitled to payment under this document.

Expiry Date means:

- (a) the Original Expiry Date; or
- (b) if RMS issues a notice under clause 2.2(a), the date contemplated by paragraph (a) as extended by the Option Period.

Final Certificate means a certificate issued under:

- (a) clause 27.1(b) in respect of the Services that are the subject of a Forward Works Program; or
- (b) clause 27.2(b) in respect of a Special Project.

Final Forward Works Program Payment Claim means a payment claim submitted under clause 27.1(a).

Final Special Project Payment Claim means a payment claim submitted under clause 27.2 (a).

Financial Management Plan means the plan contemplated by section 5.9.2 of the SMCSR, as may be updated in accordance with this document.

Force Majeure Event means each of the following events:

- (a) earthquake, cyclone, hurricane, storm, flood, natural disaster, lightning, landslide, mudslide, epidemic, fire damage caused by aircraft and explosion;
- (b) a "terrorist act" (as defined in section 5 of the *Terrorism Insurance Act 2003* (Cth) as at the date of this document);
- (c) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any Authority;
- (d) statewide or nationwide strikes or other industrial actions that:
 - (i) affect the road construction and maintenance sectors; and
 - (ii) which do not only affect the Service Provider and/or any of its Subcontractors; or
- (e) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

which:

- (f) is beyond the reasonable control of the Affected Party; and
- (g) prevents or delays the Affected Party from performing any of its obligations under this document where that cause or the consequences of the cause:
 - (i) has not resulted from the Affected Party breaching a term of this document; and

- (ii) if the Affected Party is the Service Provider, could not have been prevented, avoided, remedied or overcome by the Service Provider or its Subcontractors taking those steps which a prudent, experienced and competent contractor would have taken.

Forward Works Program or **FWP** means the document outlining the Services to be performed in each Works Period developed in accordance with clause 7.3 and section 1 of Schedule 10.

Forward Works Program Amendment Proposal or **FWP Amendment Proposal** means a proposal contemplated by section 2 of Schedule 10.

Forward Works Program Brief or **FWP Brief** means:

- (a) the Initial Forward Works Program Brief; and
- (b) each subsequent "Forward Works Program Brief" provided to the Service Provider by RMS which sets out the outcomes and requirements contemplated by section 4 of Schedule 10.

Forward Works Program Proposal or **FWP Proposal** means a proposal contemplated by section 1 of Schedule 10.

Full Services Commencement Date means 31 March 2014.

Gainshare has the meaning given in section 2.3.2 of the Commercial Framework.

General Conditions means clauses 1 to 48 of this document.

GST has the meaning given in the GST Law.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantor means the guarantor under the Deed of Guarantee and Indemnity.

Hazardous Discharge means any emission, spill, leak, release, escape or discharge into or upon:

- (a) the air;
- (b) any soil;
- (c) any improvements;
- (d) any surface water or ground water; or
- (e) any Asset,

of any Waste, other than Hazardous Discharge permitted by an Environmental Law.

Incident Management Plan means the plan contemplated by section 5.2.11 of the SMCSR, as may be updated in accordance with this document.

Industrial Relations Plan means the plan contemplated by section 5.12.2 of the SMCSR, as may be updated in accordance with this document.

Industry Participation Plan means the plan contemplated by section 5.11.2 of the SMCSR, as may be updated in accordance with this document.

Information Document means any information, data or document (in any format or medium including in electronic form and whether oral or written):

- (a) listed in Exhibit 3; or
- (b) referred to, or incorporated by reference, in any information, data or document listed in Exhibit 3, unless such information, data or document is otherwise expressly stated to form part of this document,

whether issued or made available:

- (c) on, before or after the date of submission of the Service Provider's tender; or
- (d) on, before or after the date of this document,

other than any information, data or document which RMS is obliged by the terms of this document to provide to the Service Provider and the Service Provider is expressly obliged by the terms of this document to rely on.

Initial Forward Works Program means the Forward Works Program for the Initial Works Period.

Initial Forward Works Program Brief means the document set out in Schedule 11.

Initial MRG Appointees means:

- (a) in the case of RMS;
 - (i) Greg Evans; and
 - (ii) Stephen Cowdery; and
- (b) in the case of the Service Provider:
 - (i) Paddy Kirwan; and
 - (ii) Malcolm Frost.

Initial Service Plans means the service plans set out in Exhibit 2.

Initial Transition Management Plan means the initial Transition Management Plan set out in Exhibit 2.

Initial Works Period means period commencing on the Full Services Commencement Date and expiring on 30 June 2015.

Insolvency Event means in respect of a person:

- (a) an administrator being appointed to a person;
- (b) a person resolving to appoint a Controller or analogous person to a person or any of a person's property;
- (c) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to a person or any of a person's property;
- (d) an appointment of the kind referred to in paragraph (c) being made (whether or not following a resolution or application);

- (e) the holder of a Security Interest or any agent on its behalf, appointing a Controller or taking possession of any of a person's property (including seizing the person's property within the meaning of section 123 of the PPSA) or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;
- (f) a person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (g) an application being made to a court for an order for a person's winding up;
- (h) an order being made, or a person passing a resolution, for a person's winding up;
- (i) a person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (j) a person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (k) a court or other authority enforcing any judgment or order against a person for the payment of money or the recovery of any property; or
- (l) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved in writing by RMS.

Integrated Contract Management System or **ICMS** means the systems, processes, procedures and Service Plans contemplated by section 5 of the SMCSR.

Intellectual Property Right means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, patents, designs, circuit layouts, plant varieties, business and domain names, inventions and confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as moral rights.

Interim Performance Adjustment means the amount determined in accordance with section 3.3.5 of the Commercial Framework.

JV Labour Guarantee Deed means a deed between the Service Provider and the Employing Entity in the form set out in Schedule 3 of the Road Maintenance Transitional Agreement.

Key Performance Indicator or **KPI** means a key performance indicator specified in Appendix 1 of the Performance Framework or otherwise agreed between the parties in accordance with this document.

Key Personnel means the personnel specified in Schedule 14.

Key Result Area or **KRA** means a key result area specified in Appendix 1 of the Performance Framework or otherwise agreed between the parties in accordance with this document.

KPI Score means the score achieved for each Key Performance Indicator in the relevant measurement period, as determined in accordance with section 3 and Appendix 1 of the Performance Framework.

KRA Score means the score achieved for each Key Result Area in the relevant measurement period, as determined in accordance with section 3 and Appendix 1 of the Performance Framework.

Lane means any traffic lane, ramp or hard shoulder of the Zone Network.

Law means:

- (a) Legislation;
- (b) common law and principles of equity; and
- (c) Approvals (including any condition or requirement under them).

Leave has the meaning given in the Road Maintenance Transitional Agreement.

Legislation means, in relation to NSW or the Commonwealth of Australia:

- (a) any act of parliament or statute;
- (b) any subordinate legislation, rules, regulations or by-laws; and
- (c) any document or policy issued under such legislation or delegated legislation with which the Service Provider is legally required to comply.

Long Service Corporation means Long Service Corporation established under the *Long Service Corporation Act 2010* (NSW).

Loss includes:

- (a) any cost, expense, loss, damage or liability, whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent; and
- (b) without being limited by paragraph (a) and only to the extent not prohibited by Law, any fine or penalty.

Maintenance Clear Zone has the meaning given in section 2.2 of the Asset Definition Specification.

Maintenance Management System means the management system contemplated by section 5.8.9 of the SMCSR.

Major Traffic Incident Support means the works and services contemplated by section S.10 of Table 1 set out in section 2.2 of the SMCSR and the Major Traffic Incident Support and Event Management Requirements.

Major Traffic Incident Support and Event Management Requirements means the document set out in Schedule 5, as may be updated or varied in accordance with this document.

Management Review Group means the group established under clause 15.1.

Management Review Group Chairperson means the person nominated under clause 15.2(d).

Management Services means:

- (a) Program Management; and
- (b) Asset Management Planning.

Management Team has the meaning given in clause 17.1.

Mandatory Credit Rating means a credit rating or financial security rating (as applicable to the issuer) of at least A by Standard & Poor's or A2 by Moody's.

Margin means the amount payable to the Service Provider in respect of:

- (a) off-site or corporate overheads, profit and other costs and expenses that are not payable as Reimbursable Costs; or
- (b) cost and expenses contemplated by Appendix 3 of the Commercial Framework, calculated in accordance with the Commercial Framework for each Payment Type.

Margin at Risk has the meaning set out in section 3.3.3 of the Commercial Framework.

Margin Rates means the margin rates specified in Pricing Table 3A of the Pricing Schedule which are applicable to:

- (a) each Payment Type; and
- (b) the supply of materials under clause 6.4.

Materials means any raw or manufactured material, goods or things (other than the Service Provider's Plant) required for use in providing the Services.

Milestone means:

- (a) the Date for Completion of any Project Works; or
- (b) any other date agreed between the parties as being the date by which a particular element of the Services must be completed.

Minor Improvement Works means:

- (a) Simple Minor Improvement Works; and
- (b) Complex Minor Improvement Works.

Mobilisation Stage means the period from the Commencement Date until the Full Services Commencement Date.

Modifier means a positive or negative modifier contemplated by Appendix 1 of the Performance Framework.

Monthly Report means the report contemplated by clause 19.1.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Negotiated Terms or **NT** means the basis for payment contemplated by section 2.5 of the Commercial Framework.

NGER Legislation means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act.

Nominal Work Limits has the meaning given in sections 2.2 and 2.3 of the Asset Definition Specification.

NSW Code means the NSW Government's Code of Practice for Procurement (January 2005), or any substitute for, or update to, such code.

NSW Government Policy Documents means any document issued by the NSW Government or any NSW Government Authority and any documents adding to or replacing those documents from time to time.

NSW Guidelines means the NSW Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (as published by the NSW Treasury in July 2013), or any substitute for, or update to, such guidelines.

Operations Plan means the plan contemplated by section 5.2.12 of the SMCSR, as may be updated in accordance with this document.

Option Period means a period of between 1 and 3 years, as determined by RMS at its absolute discretion.

Overall Performance Score or **OPS** means the "Overall Performance Score" calculated in accordance with section 4 of the Performance Framework.

Original Expiry Date means 30 June 2021.

Owner's Estimator means any person appointed by RMS for the purposes contemplated by clause 22.5.

Pain Gain Adjustment means the adjustment contemplated by section 2.3.2 of the Commercial Framework for all elements of the Service that are carried out on a Target Cost basis.

Painshare has the meaning given in section 2.3.2 of the Commercial Framework.

Payment Claim means a claim for payment as referred to in clause 25.3.

Payment Schedule means Schedule 7.

Payment Type means each payment type contemplated by section 2 of the Commercial Framework, being:

- (a) Priced Component;
- (b) Target Cost;
- (c) Cost Plus; and
- (d) Negotiated Terms.

Performance Adjustment means the amount determined in accordance with Steps 1 to 3 of section 3.3.3 of the Commercial Framework.

Performance Data means all data and information that is contained in a Performance Report.

Performance Framework means the document set out in Schedule 4, as may be updated or varied in accordance with this document.

Performance Incentive means an amount determined in accordance with Steps 4 and 5 of section 3.3.3 of the Commercial Framework.

Performance Report means the Monthly Report and the Annual Report.

Persistent Breach means:

- (a) in any rolling 90 day period, the Service Provider:
 - (i) closes a Lane or Lanes on any Road with a Subnetwork Rank of 4,5 or 6 outside the times permitted by a Road Occupancy Licence on more than 2 occasions each for a continuous duration of greater than 1 hour;
 - (ii) closes a Lane or Lanes on any Road with a Subnetwork Rank of 1, 2 or 3 outside the times permitted by a Road Occupancy Licence on more than 4 occasions each for a continuous duration of greater than 1 hour;
- (b) for 2 consecutive Contract Years the Service Provider achieves an Overall Performance Score of less than 30; or
- (c) the reduction to the Overall Performance Score in a Contract Year attributable to negative Modifiers is greater than or equal to 4.

Personal Information has the meaning given to that term in:

- (a) the Privacy and Personal Information Protection Act 1998 (NSW); and
- (b) the Health Records and Information Privacy Act 2002 (NSW).

Personnel means:

- (a) officers, employees, agents or Subcontractors of the Service Provider;
- (b) officers, employees, agents or Subcontractors of the Employing Entity; and
- (c) officers, employees or agents of any Subcontractor of the Service Provider.

PPS Security Interest means a security interest that is subject to the PPSA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Pre-Agreed Change means a Change described in Schedule 22.

Pre-Existing Material means any material provided by or on behalf of the Service Provider that is existing at the Commencement Date, is not developed specifically for RMS or in contemplation of this document and is:

- (a) incorporated with any Deliverable; or
- (b) otherwise provided to RMS under this document.

Prequalified Areas of Work means those works and services identified on the RMS website as requiring pre-qualification, as updated from time to time.

Priced Component or **PC** means the basis for payment contemplated by section 2.2 of the Commercial Framework.

Pricing Schedule means the pricing schedule agreed by the parties as being applicable for the relevant Works Period under the terms of this document and which is generally in the form of the Reference Pricing Schedule.

Pricing Table means a pricing table set out in:

- (a) the Reference Pricing Schedule; or
- (b) the Pricing Schedule,

as applicable.

Procurement Plan means the plan contemplated by section 5.11.1 of the SMCSR, as may be updated in accordance with this document.

Program Management means the works and services contemplated by section S.1 of Table 1 set out in section 2.2 of the SMCSR.

Program Management System means the management system contemplated by section 5.7.1 of the SMCSR.

Project Works means:

- (a) Special Projects;
- (b) Complex Minor Improvement Works; and
- (c) any other element of the Services that RMS directs to be Project Works.

Privacy Acts means:

- (a) the Privacy and Personal Information Protection Act 1998 (NSW); and
- (b) the Health Records and Information Privacy Act 2002 (NSW).

Qualifying Change in Law means a Change in Law occurring after the Commencement Date which increases or decreases the cost to the Service Provider of providing the Services other than a Change in Law in relation to Tax.

Quality Management Plan means the plan contemplated by section 5.6 of the SMCSR, as may be updated in accordance with this document.

Quality Management System means the management system contemplated by section 5.6 of the SMCSR.

Records Management Plan means the management system contemplated by section 5.2.9 of the SMCSR.

Reference Pricing Schedule means the pricing schedule set out in Schedule 8.

Reimbursable Costs means the costs contemplated by Appendix 1 of the Commercial Framework which the Service Provider is entitled to payment under this document and which do not form part of the Margin.

Related Body Corporate has the meaning set out in section 50 of the Corporations Act.

Relevant Body means TMC, RMS, an Authority with jurisdiction over the Zone Network or an Emergency Service.

Risk Management Plan means the plan contemplated by section 5.2.7 of the SMCSR, as may be updated in accordance with this document.

RMS Customer Charter means the document entitled "Roads and Maritime Services Customer Charter" which is published by RMS on its website, as updated from time to time.

RMS Depot Licence means the licence agreement to be entered into by RMS and the Service Provider in respect of the RMS Depots in the form of Schedule 24.

RMS Depots means the depots and other facilities specified in Appendix 1 of the Brief for Transition Services.

RMS Interface Agreements means:

- (a) the agreements listed in Schedule 21; and
- (b) any other agreement between RMS and any Relevant Authority, Utility owner or other stakeholder affected by the Services which is provided to the Service Provider by RMS.

RMS Leased Plant and Equipment means plant and equipment which is leased by RMS.

RMS Material means all material (in any format or medium) owned by or licensed to RMS and provided to the Service Provider under this document, including materials published on the RMS website.

RMS Objectives means the objectives set out in clause 1.1.

RMS Plant and Equipment means the plant and equipment specified in Appendix 2 of the Brief for Transition Services.

RMS Plant and Equipment Lessor means the lessor of any RMS Leased Plant and Equipment.

RMS Representative means the person appointed as such by RMS under clause 16.2.

RMS Retained Entitlements means those entitlements designated as the responsibility of RMS in Schedule 1 of the Road Maintenance Transitional Agreement.

RMS Specifications means the specifications listed in Appendix 7 of the SMCSR, as may be updated in accordance with this document.

RMS Statement of Business Ethics means the document entitled "Statement of business ethics required in dealings between Roads and Maritime Services and the private sector" which is published by RMS on its website, as updated from time to time.

Road has the same meaning as given to it by the *Roads Act 1993* (NSW).

Road Maintenance Transitional Agreement means the agreement between RMS and the Service Provider entitled "Road Maintenance Transitional Agreement" dated on or after the date of this document.

Road Occupancy Licence means a licence issued by TMC as contemplated by section 2.4 of RMS QA Specification G10.

Road Occupancy Rental means an amount calculated by reference to Appendix 1 of the Performance Framework.

Routine Services means the works and services contemplated by section S.3 of Table 1 set out in section 2.2 of the SMCSR.

Sale Agreement means an agreement in the form of Schedule 23.

Scheduled Amount means the amount of payment (if any) stated in a Payment Schedule, that RMS proposes to make in relation to a Payment Claim as referred to in clause 25.3.

Scheduling Plan means the plan contemplated by section 5.10.2 of the SMCSR, as may be updated in accordance with this document.

Security means the Security Bond or Security Bonds and all monies held by RMS pursuant to clause 3.

Security Bond means an unconditional undertaking which satisfies the requirements of clause 3.2.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Service Category means:

- (a) each category of works and services contemplated by Table 1 set out in section 2.2 of the SMCSR, being:
 - (i) Program Management;
 - (ii) Asset Management Planning;
 - (iii) Routine Services;
 - (iv) Tactical Road Pavement Works;
 - (v) Tactical Corridor Upgrades;
 - (vi) Tactical Bridge and Tunnel Works;
 - (vii) Simple Minor Improvement Works;
 - (viii) Complex Minor Improvement Works;
 - (ix) Major Traffic Incident Support;
 - (x) Event Management Services;
 - (xi) Transition Services; and
 - (xii) Demobilisation and Handover Services; and

- (b) any other category of Services that the Service Provider is required to perform under this document.

Service Plans means all plans that the Service Provider is required to prepare under this document which outline the manner in which the Service Provider will manage and perform the Services and its other obligations under this document, including:

- (a) the Aboriginal Participation Plan;
- (b) the Business Continuity Plan;
- (c) the Communications and Community Engagement Plan;
- (d) the Services Demobilisation and Handover Plan;
- (e) the Depot Management Plan;
- (f) the Emergency Management Plan;
- (g) the Environmental Management Plan;
- (h) the Estimating Plan;
- (i) the Financial Management Plan;
- (j) the Incident Management Plan;
- (k) the Industrial Relations Plan;
- (l) the Industry Participation Plan;
- (m) the Operations Plan;
- (n) the Procurement Plan;
- (o) the Quality Management Plan;
- (p) the Risk Management Plan;
- (q) the Scheduling Plan;
- (r) the Services Management Plan;
- (s) the Sustainability Plan;
- (t) the Traffic Management Plan;
- (u) the Training Management Plan;
- (v) the Transition Management Plan;
- (w) the WHS Management Plan;
- (x) the Zone Asset Maintenance Plan;
- (y) the Zone Road Maintenance Annual Plan; and
- (z) any other such plans required to be prepared by the Service Provider under this document.

Service Provider's Authorised Person means the person appointed as such by the Service Provider under clause 16.1.

Service Provider's Default means:

- (a) a substantial breach of this document by the Service Provider, including any of the following:
 - (i) abandoning the carrying out of the Services;
 - (ii) suspending the performance of the Services, in whole or in part without the written agreement of RMS, except for suspension under clause 37.1(a)(i)(A);
 - (iii) failing to comply with a direction in writing or confirmed in writing by RMS;
 - (iv) failing to carry out the Services with professional skill, care and competence;
 - (v) failing to maintain any registration or licence required by Law to carry on activities required under this document;
 - (vi) failing to provide Security as required under clause 3;
 - (vii) failing to provide the Deed of Guarantee and Indemnity as required under clause 3.7;
 - (viii) failing to provide the Deed of Guarantee and Indemnity (Road Maintenance Transitional Agreement) as required under clause 3.8; or
 - (ix) failing to effect and maintain insurance policies as required under this document; or
- (b) a breach of the Road Maintenance Transitional Agreement by the Service Provider or the Employing Entity.

Service Provider's Plant means all plant, equipment and facilities used or required for the performance of the Services (irrespective of ownership).

Services means:

- (a) all works and services that the Service Provider must perform under a Forward Works Program;
- (b) any Special Projects that are the subject of a Special Project Order; and
- (c) any other works or services which the parties agree will form part of the Services.

Services Demobilisation and Handover Plan means the plan contemplated by sections 5.2.13 to 5.2.15 of the SMCSR, as may be updated in accordance with this document.

Services Management Plan means the plan contemplated by section 5.2.2 of the SMCSR, as may be updated in accordance with this document.

Simple Minor Improvement Works means the works and services contemplated by section 5.8 of Table 1 set out in section 2.2 of the SMCSR.

Stewardship Maintenance Contract or **SMC** means this document.

SMC Resources means any Service Provider's Plant, Materials, Personnel and/or other resources or facilities that are utilised by the Service Provider for the provision of the Services including any RMS Depots that are the subject of a RMS Depot Licence.

SMCSR means the SMC Services Requirements set out in Schedule 2.

Special Project means those works or services which the Service Provider must carry out in accordance with clause 8.

Special Project Order means a direction from RMS to the Service Provider to carry out a Special Project under clause 8.3.

Special Project Proposal means a proposal submitted by the Service Provider in respect of a Special Project under clause 8.2(b).

Special Project Proposal Request means a notice issued by RMS under clause 8.2(a) requesting the Service Provider to submit a Special Project Proposal.

Start-up Stage means the period from the Full Services Commencement Date until the date specified in the Initial Transition Management Plan.

Stewardship Principles means the principles set out in clause 1.2.

Subcontract means any subcontract between the Service Provider and a Subcontractor.

Subcontractor means an entity engaged by the Service Provider to carry out part of the Services, including a consultant or supplier.

Subcontractor Breakage Costs means any costs incurred by the Service Provider directly as a result of the termination of Subcontracts which:

- (a) would not have been incurred had this document continued until its natural expiry;
- (b) relate directly to the termination of the Subcontract; and
- (c) are incurred under terms that have been entered into in the ordinary course of business and on reasonable commercial terms.

Subnetwork Rank means, in relation to any Road forming part of the Zone Network, the subnetwork rank shown in the drawings set out in section 2.1 of the Asset Definition Specification.

Sustainability Plan means the plan contemplated by section 5.3.5 of the SMCSR, as may be updated in accordance with this document.

Tactical Bridge and Tunnel Works means the works and services contemplated by section S.6 of Table 1 set out in section 2.2 of the SMCSR.

Tactical Corridor Upgrades means the works and services contemplated by section S.5 of Table 1 set out in section 2.2 of the SMCSR.

Tactical Road Pavement Works means the works and services contemplated by section S.4 of Table 1 set out in section 2.2 of the SMCSR.

Tactical Road Pavement Works Defect means any defect, error, omission, shrinkage, blemish in appearance or other fault in the Tactical Road Pavement Works or which affects the Tactical Road Pavement Works, which results from a failure of the Service Provider to comply with the requirements of this document.

Tactical Road Pavement Works Defects Liability Period means the period commencing at the end of the Contract Term and expiring 12 months thereafter.

Target Cost or **TC** means the basis for payment contemplated by section 2.3 of the Commercial Framework.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a government agency, together with any related interest, penalty, fine or other charge.

TfNSW means Transport for NSW, a New South Wales Government agency constituted under section 3C of the *Transport Administration Act 1988 (NSW)*.

Traffic Management Plan means the plan contemplated by section 5.5 of the SMCSR, as may be updated in accordance with this document.

Training Management Plan means the plan contemplated by section 5.12.1 of the SMCSR, as may be updated in accordance with this document.

Transferring Employee has the meaning given in the Road Maintenance Transitional Agreement.

Transferring Employees Payment means an amount equal to the salary costs or wages payable by the Service Provider to Transferring Employees from the date of termination under clause 41.1(a) until the expiry of the 2 year period referred to in clause 41.3(a)(v).

Transition Management Plan means the plan contemplated by section 5.2.4 of the SMCSR and section 4.2 of the Brief for Transition Services, as may be updated in accordance with this document.

Transition Management Team means the Service Provider's team for managing the transition of services from RMS as described in section 4.3 of the Brief for Transition Services.

Transition Services means the works and services contemplated by section S.12 of Table 1 set out in section 2.2 of the SMCSR.

Transition Stage means the Mobilisation Stage and the Start-up Stage.

Transport Management Centre or **TMC** means (as the context requires) the transport management facility and the transport management organisation under the control of Transport for NSW.

Utility means any utility, including water, gas, electricity, fuel, telephone, drainage, sewerage and electronic communications services.

Vegetation-Free Zone has the meaning given in section 2.2 of the Asset Definition Specification.

Waste includes any Asset to be removed and/or disposed of in the course of performing the Services together with any extraneous by-products of the Services including but not limited to:

- (a) trade waste, being any matter or thing, whether solid, liquid or gaseous or a combination of solids, liquids and gases (or any of them), which is of a kind that comprises refuse from any industrial, chemical, trade, commercial or business process or operation, including any building or demolition work;
- (b) garbage, being all refuse other than trade waste and effluent;

- (c) any flammable materials, explosives, radioactive materials, hazardous or toxic substances, asbestos or any material containing asbestos or similar or related materials;
- (d) any emission into the air of any impurity as defined in the Protection of the Environment Operations Act 1997 (NSW);
- (e) any chemical waste, whether declared or not, as defined in the Environmentally Hazardous Chemicals Act 1985 (NSW);
- (f) any waste as defined in the Protection of the Environment Operations Act 1997 (NSW);
- (g) any other substance or material as so characterised or listed or defined and regulated by any Environmental Law; and
- (h) effluent, being any matter or thing, whether solid or liquid or a combination of solids and liquids, which is of a kind that may be removed from a septic tank, septic closet, chemical closet, sullage pit or grease trap, or from any holding tank or other container forming part of or used in connection with a septic tank, septic closet, chemical closet, sullage pit or grease trap.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Management Plan means the plan contemplated by section 4.15 of the SMCSR, as may be updated in accordance with this document.

WHS Regulation means the *Work Health and Safety Regulation 2011* (NSW).

WHS Management System means the management system contemplated by section 4.15 of the SMCSR.

Wilful Default means an intentional and conscious breach of this document which the party knew or ought reasonably to have known was a fundamental breach of this document which would likely have harmful consequences but does not include any innocent or negligent act, omission, mistake or error of judgement.

Wilful Misconduct means an intentional act or omission with knowledge that the act or omission was likely to have harmful consequences but does not include any innocent or negligent act, omission, mistake or error of judgement.

Work Terms means the terms governing the carrying out of any Project Works, the form of which is set out in Schedule 13.

Works Period means:

- (a) the Initial Works Period; and
- (b) each subsequent 36 month period of the Contract Term,

or such other period as may be agreed between the parties.

Zone means the geographic region labelled "Sydney West" shown as within the Zone Boundary in section 2.1 of the Asset Definition Specification including the Zone Network.

Zone Asset Maintenance Plan or **Zone AMP** means the plan contemplated by section 4.3.5 of the SMCSR, as may be updated in accordance with this document.

Zone Boundary means the boundary of the Zone as shown in section 2.1 of the Asset Definition Specification.

Zone Network means the network of roads described in section 2.1 of the Asset Definition Specification.

Zone Road Maintenance Annual Plan or **Zone RMAP** means the plan contemplated by section 4.3.15 of the SMCSR, as may be updated in accordance with this document.

Zone Strategic Plan means the plan contemplated by section 4.3.4 of the SMCSR, as updated from time to time by RMS.

2. RULES FOR INTERPRETING THIS DOCUMENT

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a NSW Government policy document or guideline is to that policy document or guideline as amended, re-enacted or replaced;
 - (iii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iv) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) A reference to "**information**" is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (h) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.

- (i) The expression "**this document**" includes the agreement, arrangement, understanding or transaction recorded in this document.
- (j) The expressions "**subsidiary**", "**holding company**" and "**related body corporate**" have the same meanings as in the Corporations Act.
- (k) A reference to "**dollars**" or "**\$**" is to an amount in Australian currency.

3. **NON BUSINESS DAYS**

If the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by this document falls on a non-Business Day, then the time for giving the notice, issuing the certificate, making the payment or doing the other act will be deemed to be on the next Business Day.

4. **JOINT AND SEVERAL LIABILITY**

- (a) The obligations of the Service Provider, if more than one person, under this document, are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be responsible for the acts and omissions (including breaches of this document) of the other as if those acts or omissions were its own.
- (b) The rights of the Service Provider, if more than one person, under this document (including the right to payment) jointly benefit each person constituting the Service Provider (and not severally or jointly and severally).
- (c) A payment by RMS under this document to an account nominated in writing by the Service Provider, or failing such nomination, to any one or more persons constituting the Service Provider, will be deemed to be payment to all persons constituting the Service Provider.
- (d) The Service Provider may not exercise any right under this document unless that right is exercised concurrently by all persons constituting the Service Provider.

5. **AMBIGUITY, DISCREPANCY OR INCONSISTENCY**

- (a) The following applies in the event of any ambiguity, discrepancy or inconsistency in, or between, the documents comprising this document:
 - (i) if the ambiguity, discrepancy or inconsistency relates to the quality or standard of the Services, then the requirement which delivers the greatest level of service or is of the highest standard is to apply;
 - (ii) where the inconsistency, ambiguity, omission or discrepancy is not resolved by the application of the principle in paragraph (a)(i), the following order of precedence applies:
 - (A) the General Conditions;
 - (B) the Work Terms;
 - (C) the current Forward Works Program;
 - (D) the SMCSR; and
 - (E) the RMS Specifications; and

- (iii) where the inconsistency, ambiguity, omission or discrepancy is not resolved by the application of the principles in paragraphs (a)(i) and (a)(ii), RMS must direct the interpretation of this document which the Service Provider must follow.
- (b) If a party considers there to be an ambiguity, discrepancy or inconsistency in, or between, the documents comprising this document, that party must notify the other party within 5 Business Days of becoming aware of the ambiguity, discrepancy or inconsistency.
- (c) RMS must, within 20 Business Days of receipt of a notice under paragraph (a)(iii) of this clause 5, direct the Service Provider as to the interpretation to be followed so as to resolve the ambiguity, discrepancy or inconsistency in accordance with paragraph (a).
- (d) In giving a direction in accordance with paragraph (c), RMS is not required to determine whether or not there is an ambiguity or discrepancy or inconsistency in, or between, the documents comprising this document.
- (e) Any direction RMS gives in accordance with paragraph (c) does not in any way lessen or otherwise affect:
 - (i) the Service Provider's obligations under this document or according to Law; and
 - (ii) RMS' rights against the Service Provider, whether under this document or according to Law.

6. THE RULE ABOUT "CONTRA PROFERENTEM"

This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

SCHEDULE 2
SMC SERVICE REQUIREMENTS

Stewardship Maintenance Contracts (SMCs) – Sydney

Schedule 2 – SMC Services Requirements

21 October 2013

Contents

1	Introduction	6
1.1	Purpose of this document	6
1.2	Key principles	6
1.3	Compliance with the SMCSR	7
1.4	Structure of this SMCSR	7
2	Description of Services	8
2.1	Overview	8
2.2	Service Categories	8
3	Service Exclusions	17
3.1	Overview	17
3.2	Strategic Asset Management and Ownership	17
3.3	Driver Aid Services and Traffic Emergency Patrol Services	18
3.4	Sydney Harbour Bridge Precinct Works	18
3.5	Excluded Assets	18
3.6	Legacy maintenance contracts	19
4	Overarching Services Requirements	22
4.1	Overview	22
4.2	Provision of and Access to Contract Information	22
4.3	Asset Management Planning	22
4.4	Pavement Asset Management System (PAMS)	24
4.5	Asset Inspection, Survey and Condition Assessment Requirements	24
4.6	Bridge Inspection Requirements	24
4.7	Slope Inspection Requirements	25
4.8	Inspection and Condition Assessment of Traffic Asset Structures	25
4.9	Tidal Flow Operations and Maintenance	25
4.10	Emergencies and Incidents	26
4.11	Management of third party works	26
4.12	Meetings and Reporting	28
4.13	Traffic management	30
4.14	Road occupancy	30
4.15	Work Health and Safety Management	30
4.16	Environmental Management	31
4.17	Interfaces, Communication and Stakeholder Engagement	31
4.18	Quality Management and Records	31
4.19	Procurement	32
4.20	Asset Replacement or Renewal	32
4.21	Use of RMS Specifications	32
4.22	Use of Traffic and Safety Management Standards and Technical References	35
5	Integrated Contract Management System	37
5.1	Overview	37
5.2	Service Plans - general	37
5.3	Environmental Management System	40
5.4	WH&S Management System	41
5.5	Traffic Management Plans	41
5.6	Quality Management Plan	42
5.7	Program and Project Management	42
5.8	Asset Management System	43
5.9	Cost control and financial accounting	44

5.10	Estimating and scheduling.....	44
5.11	Procurement.....	44
5.12	Human resources.....	45

Appendices

Appendix 1	RMS Program Position Descriptions	46
Appendix 2	SHB Support Services.....	50
Appendix 3	RMS Asset Management Systems.....	52
Appendix 4	Asset Data Requirements	53
Appendix 5	Conceptual Framework for use of PAMS.....	55
Appendix 6	Minimum asset inspection requirements	57
Appendix 7	Schedule of RMS Specifications	59
Appendix 8	Schedule of RMS Traffic Management Technical References	68

Definitions

Defined terms used in this document have the same meaning as those used in the Stewardship Maintenance Contract document.

List of Abbreviations:

AMP	Asset Maintenance Plan
ARL	Assessed Risk Level
BIS	Bridge Information System
DAB	Dispute Avoidance Board
DAS	Driver Aid Services
DCM	Design Construct and Maintain contract for the North West Transitway
FWP	Forward Works Program
ICAC	Independent Commission Against Corruption
ICMS	Integrated Contract Management System
MIW	Minor Improvement Works
MoU	Memorandum of Understanding
MRG	Management Review Group
OHS&R	Occupational Health, Safety and Rehabilitation
PAMS	Pavement Asset Management System
PSMC	Performance-Specified Maintenance Contract for North East Sydney let to Downer
RMAP	Routine Maintenance Annual Plan
RSMS	Road Slope Management System
RMS	Roads and Maritime Services
SHB	Sydney Harbour Bridge

SMC	Stewardship Maintenance Contract
SPP	Special Projects Proposal
SMCSR	Scope and Services Requirements
STEP	Structural Testing and Evaluation of Pavements
TEPS	Traffic Emergency Patrol Services
TIRTL	The Infra Red Traffic Logger
TfNSW	Transport for New South Wales
TMC	New South Wales Transport Management Centre
TMU	Traffic Monitoring Units
VMS	Variable Message Signs
VSLs	Variable Speed Limit Signs
WADS	Works Authorisation Deeds
WH&S	Work Health and Safety
WIM	Weigh-In-Motion
ZSP	Zone Strategic Plan

I Introduction

I.1 Purpose of this document

- 1.1.1 This document describes the key requirements for the Services which will be delivered by the Service Provider under the SMC, along with the specific elements that will be provided by RMS. This document should be read in conjunction with other contract documents including:
- a) The Initial Forward Works Program and any applicable subsequent Forward Works Programs (FWPs) and Special Project Proposals (SPPs) which describe the agreed scope of Services to be delivered by the Service Provider in a specific timeframe;
 - b) The Asset Definition Specification which defines the Assets which are under the Service Provider's Stewardship;
 - c) The Commercial Framework which sets out the processes for development of commercial proposals for Services under the SMC; and
 - d) The Performance Framework which sets out the processes for development of performance measurement for Services under the SMC.

I.2 Key principles

- 1.2.1 The Service Provider must undertake the Services within the Zone in accordance with the requirements of the SMC, including this SMC Services Requirements (SMCSR) document.
- 1.2.2 In order to meet the contract objectives for flexibility and adaptability in scope development, the SMC will use two mechanisms by which RMS and the Service Provider will develop and agree the scope of Services. These mechanisms are:
- a) **Forward Works Programs (FWPs)**, which will set out a broad range of Services to be performed by the Service Provider and the outcomes to be achieved from those Services within an agreed timeframe. RMS intends that this timeframe is nominally three years but an alternative timeframe may otherwise be agreed by RMS and the Service Provider; and
 - b) **Special Project Proposals (SPPs)** will set out specific Services requested by RMS that are not otherwise included in the FWP. This may include but not be limited to atypical upgrade works such as complex Minor Improvement Works (MIW) or bridge upgrades.
- 1.2.3 The key underlying principles of the scope of Services under the SMC are listed below.
- a) The scope of Services is broadly defined to engender stewardship by a Service Provider. Except for limited specified exclusions, the Service Provider will be responsible for carrying out all necessary Services required and agreed for the effective management of the Assets in accordance with the SMC;
 - b) Wherever practicable, the SMC will provide mechanisms by which large packages of Services can be committed to the Service Provider for efficient delivery;
 - c) The Service Provider will develop and implement an Integrated Contract Management System (ICMS) which will describe and coordinate the various systems, processes and plans required for the delivery of the Services under the SMC;
 - d) RMS will retain flexibility to manage the scope of Services being provided including but not limited to:
 - (i) setting appropriate strategic direction and funding levels for a FWP and SPP, such as determining desired outcomes for different Assets and setting targets for the value of Services to achieve those outcomes;
 - (ii) determining specific Services to be carried out within a FWP or SPP; and
 - (iii) directing Changes to an agreed FWP or SPP at its discretion.

- e) RMS may have works within the Zone priced and/or carried out by other parties, including works which may otherwise typically be carried out by the Service Provider. This may be for a number of reasons including but not limited to:
 - (i) the performance of the Service Provider providing Services below minimum acceptable standards;
 - (ii) the value of a project or program of works in question being above a designated threshold value defined by RMS;
 - (iii) the work in question not being suited to the Service Provider's capabilities;
 - (iv) the works are more suitably managed through a Sydney-wide or state-wide arrangement; and/or
 - (v) other reasons.
- 1.2.4 RMS may also from time to time adjust the boundaries of the Zones so as to add or remove Assets from the scope of the SMC. Again, there may be a number of reasons for these adjustments such as improving efficiency in the delivery of Services, aligning with other boundaries such as Local Government Areas, or to facilitate better management of particular roads or corridors.
- 1.2.5 In consideration of the challenges associated with transition from current arrangements, RMS has prepared an Initial FWP Brief (for a 15 month period) which sets out the initial scope of Services to be delivered by the Service Provider after transition.

1.3 Compliance with the SMCSR

- 1.3.1 The Service Provider must not depart from this SMCSR without agreement of RMS e.g. through an agreed departure documented in an agreed FWP.
- 1.3.2 If the Service Provider does not identify any departure from this SMCSR, then any Services performed under an agreed FWP or SPP are to be compliant with the SMCSR.

1.4 Structure of this SMCSR

- 1.4.1 This SMCSR is structured as follows:
 - a) Section 2 provides an overview of the type and scope of Services to be delivered by the Service Provider;
 - b) Section 3 provides the exclusions to the Services which will be performed by RMS and/or other service providers;
 - c) Section 4 provides further details about the specific requirements for delivery of the Services;
 - d) Section 5 provides details of the requirements for the Integrated Contract Management System (ICMS).

2 Description of Services

2.1 Overview

- 2.1.1 In defining the scope of the SMC, the key principle is to promote Stewardship of the road network through broad service provision. RMS intends to engage a Service Provider that is a Steward of the network and has substantive control and responsibility for delivering the intended outcomes. As far as practicable, the scope is broadly defined to encompass this intention, with limited exclusions.
- 2.1.2 These limited exclusions include particular activities that will be performed by RMS or other service providers. These are outlined in Section 3.5.
- 2.1.3 RMS recognises that there are Services listed as exclusions which may be suitable for inclusion in the SMC at a later date. Excluded services may be included in the SMC, subject to agreement of suitable arrangements including a commercial proposal that demonstrates value-for-money.
- 2.1.4 The Services to be undertaken by the Service Provider under the SMC are categorised as follows (refer to section 2.2 for detailed descriptions):
- S.1 Program Management**
 - S.2 Asset Management Planning**
 - S.3 Routine Maintenance Works**
 - S.4 Tactical Road Pavement Works**
 - S.5 Tactical Corridor Upgrades**
 - S.6 Tactical Bridge and Tunnel Works**
 - S.7 Not used**
 - S.8 Simple Minor Improvement Works**
 - S.9 Complex Minor Improvement Works**
 - S.10 Major Traffic Incident Support**
 - S.11 Event Management Services**
 - S.12 Transition Services**
 - S.13 Demobilisation and Handover Services**
- 2.1.5 Further description of these headings can be found in Table 1: Service Category Descriptions below.
- 2.1.6 In performing the Services, the Service Provider will be required to comply with the requirements as detailed in Section 4.

2.2 Service Categories

- 2.2.1 RMS funds asset maintenance and improvements through a series of programs (referred to as program positions). Each program will typically represent a key strategy and/or type of work e.g. pavement resurfacing to improve ride quality. In some cases expenditure against program positions will be tied to the funding purpose e.g. funding for blackspot safety programs must be spent on these types of projects. For other programs there will be opportunity for the Service Provider to have influence e.g. to modify the mix of funding for different pavement treatments.
- 2.2.2 Descriptions of the relevant RMS program positions are referenced below and included in Appendix 1, *RMS Program Position Descriptions*. The Service Provider is required to allocate and report all expenditure under the SMC against the RMS program positions, as well as asset class and sub-class for the purposes of RMS accounting and financial management.

2.2.3 Whilst Table I sets out the type of Services to be performed, the detailed scope of Services will be documented in FWP's and SPP'S.

Table I: Service Category Descriptions

Service Category	Description
S.I Program Management	<p>Program Management includes all things necessary to support and manage the delivery of the Services under the SMC.</p> <p>This may include, but is not limited to:</p> <ul style="list-style-type: none"> a) Provision of depots, compounds, workshops and associated facilities; b) Project management, supervision and administration; c) Stakeholder engagement and consultation; d) Customer liaison; e) Management of claims for damage to Assets or property by any party; f) Financial and commercial management; g) Procurement management; h) Risk Management; i) Quality management and assurance; j) Environmental and sustainability management; k) WH&S management; l) Management and surveillance of third party works; m) Correspondence including responses to Ministerials; n) Regular reporting to RMS to meet corporate reporting requirements; and o) Provision of insurances and management of insurance claims.

Service Category	Description
S.2 Asset Management Planning	<p>Asset management planning is an important subset of Program Management which includes a broad range of Services which typically have a low cost but provide high value in managing the Assets. The types of Services to be performed include but are not limited to:</p> <ol style="list-style-type: none"> a) Asset inspection and condition assessments; excluding network vehicle based surveys; b) Analysis of Asset condition information to identify and establish maintenance strategies and to develop and maintain a Zone Asset Maintenance Plan that provides a sustainable level of service and minimal whole of life cost; c) Investigate and establish programs of works to achieve performance outcomes and maximise efficiency within agreed budget allocations; and d) Maintenance and updating of asset information including inventory, condition, accomplishment and cost data. e) Operation of the RMS Pavement Asset Management System (PAMS) to assist in the development of the Forward Work Program (FWP) f) Ongoing improvement and calibration of PAMS to correlate with field characteristics and costs (in collaboration with RMS).
S.3 Routine Services	<p>Routine Services includes routine and preventative maintenance, minor repairs of defects, and other operational services needed to provide a safe, reliable and efficient road network for the benefit of road users. This includes:</p> <ol style="list-style-type: none"> a) Scheduled and reactive maintenance to various Assets including: <ul style="list-style-type: none"> • Pavements; • Corridor and drainage assets; • Static signs and delineation; • Cleaning and removal of graffiti; • Bridges and tunnels; • Pedestrian lifts and escalators; • High and low voltage power systems; • Ventilation and air-conditioning systems; • Plumbing / hydraulic systems; • Fire safety systems; • Pumping stations and rising mains; • Over height vehicle warning systems; • Navigation and other lighting located on bridge structures; and • Elements of the Sydney Harbour Bridge (SHB) Precinct

Service Category	Description
	<p>which are not maintained by the SHB Alliance (refer Section 3.4 and Appendix 2).</p> <ul style="list-style-type: none"> b) Patching typically < 20 m² or other treatments performed on a reactive basis; c) Bridge operations (North Zone only) d) Tidal Flow operations, excluding automated systems (South Zone only) e) Maintenance of Street lights located on Controlled Access Roads, Motorways, bridges and cycleways; f) Maintenance of Emergency phones; g) Services relating to emergencies and incidents except for those Services categorised as a Major Traffic Incident under Service Category S.10; and h) Rectification of Assets damaged by third parties. <p>RMS Programs that may be included within this category are:</p> <ul style="list-style-type: none"> a) Reactive Routine Maintenance b) Scheduled Routine Maintenance
S.4 Tactical Road Pavement Works	<p>Tactical road pavement works include structural and non-structural road surface and pavement treatments identified through an asset management planning process to meet outcomes specified for the Assets. The works are typically performed to:</p> <ul style="list-style-type: none"> a) Enhance structural capacity; b) Address deficiencies against current standards or road loadings; c) Improve ride quality; and/or d) Retain the Asset value by preserving the integrity of the pavement. <p>RMS Programs included in this category are:</p> <ul style="list-style-type: none"> a) Asphalt Resurfacing (which may include some heavy patching); b) Sprayed Resealing (which may include some heavy patching); c) Flexible Pavement Patching (>20m²); d) Flexible Pavement Rehabilitation; and e) Concrete Pavement Rehabilitation.

Service Category	Description
S.5 Tactical Corridor Upgrades	<p>Tactical corridor works are performed within the road corridor to rehabilitate and/or improve safety, reliability or performance of the Assets.</p> <p>The relevant RMS Programs include:</p> <ul style="list-style-type: none"> a) Slope and Wall Stability; b) Major Drainage Rehabilitation; c) Major Drainage Upgrade; d) Other Corridor Asset Rehabilitation; and e) Upgrade of Safety Barriers. f) Noise Abatement Program
S.6 Tactical Bridge and Tunnel Works	<p>Tactical bridge and tunnel works are performed to enhance structural capacity, address current deficiencies against current standards, improve condition and restore or retain value through preserving the integrity of the Asset.</p> <p>Tactical Bridge and tunnels works may include activities such as;</p> <ul style="list-style-type: none"> a) Strengthening work; b) Joint or bearing replacements; c) Repainting and corrosion treatments; d) Upgrades to services; e) Replacement; f) Major hydraulic, mechanical and electrical systems upgrades; and g) Cathodic protection of bridges. <p>The relevant RMS Programs include:</p> <ul style="list-style-type: none"> a) Bridge Major Rehabilitation; b) Bridge Repainting; and c) Bridge Structural Capacity.
S.7 Not used	Not used

Service Category	Description
S.8 Simple Minor Improvement Works	<p>Simple minor improvement works are works designed to improve safety and/or traffic efficiency, and which require minimal design, civil construction work, and stakeholder engagement and consultation. Examples of these works include:</p> <ul style="list-style-type: none"> a) Installation of safety barriers; b) Installation of medians and re-directive kerbing, c) Erection of new signposting or delineation; d) Changes to existing signposting or delineation; e) Installation of new pedestrian fencing; and f) Installation of on-road bicycle facilities. <p>The relevant RMS Program Positions include:</p> <ul style="list-style-type: none"> a) Guide Signposting Improvements; b) Speed Management Engineering; c) State Blackspot Treatments; d) Mass Action Treatments; e) Safety Barrier Program; f) Pedestrian Fencing; g) Strategic Cycleways and Cycleways h) Pedestrian Crossing Upgrades; i) State Government Pedestrian Facilities; j) State Blackspot Treatment; and k) Sign Maintenance l) Directional Signposting,, and m) Delineation Maintenance

Service Category	Description
S.9 Complex Minor Improvement Works	<p>Complex minor improvement works are works designed to improve safety and/or traffic efficiency and which require more significant design, civil construction work, stakeholder engagement / consultation, and/or multiple service provider interfaces.</p> <p>Complex minor improvement work activities may include:</p> <ul style="list-style-type: none"> a) Localised widening and intersection upgrades; b) Traffic signal reconstruction; c) Pedestrian bridge construction; d) Bicycle facilities; e) Major direction signposting; f) Installation or replacement of lifts; and g) Other infrastructure or special projects associated with the road network. <p>The relevant RMS Program Positions include:</p> <ul style="list-style-type: none"> a) State Blackspot Treatment; b) Mass Action Treatments; c) Roadside Safety Facilities; d) Federal Blackspot Treatment; e) Management of Structure Clearances; f) Strategic Bus Network Enhancement; g) Strategic Cycleways and Cycleways; h) Mass Action Treatment; i) Pedestrian Bridges; and j) Traffic Facilities Asset Upgrades.

Service Category	Description
<p>S.10 Major Traffic Incident Support</p>	<p>Major Traffic Incident Support includes the provision of resources to assist in the management of major incidents that affect traffic flow or safety on the network. This may include:</p> <ul style="list-style-type: none"> a) Providing safe traffic control, including contra-flows and traffic detours to minimise disruption to road users; b) Cleaning up the incident site; c) Making good any damage to assets so that the road is safe for operation; and d) Verifying that damaged assets are safe to be brought back into operation. <p>These Services are provided to support the TfNSW Transport Management Centre (TMC) in meeting its incident response targets.</p> <p>A major traffic incident support event will be considered to have occurred if it results from a significant event affecting road operations (e.g. major weather impacts and incidents with vehicles, pedestrians and live animals, tidal flow system failure, etc.) and where the TMC or other authority requires the Service Provider to provide resources to assist it in recovering the network to an efficient operational state. A major traffic incident support event will include instances where the Service Provider is requested to provide resources and does so in a timely manner but the resources are not required (e.g. if the incident is resolved earlier than expected).</p> <p>The scope of the Services accounted for under this category does not include those required to be performed under another service category (e.g. routine maintenance). For the avoidance of doubt, a Major Traffic Incident Support event will not be considered to have occurred where it relates to a request for the Service Provider to perform Routine Services on an urgent basis (e.g. an urgent request to repair a pothole or clearing a blocked drain which is considered to be a hazard but which should be dealt with under routine maintenance).</p> <p>Further details of Service requirements are provided in the Major Traffic Incident Support and Event Management Requirements document.</p>
<p>S.11 Event Management Services</p>	<p>Event Management Services include the provision of resources to implement special event traffic management schemes for planned events and to support the management of these schemes during the events.</p> <p>The Services are to be coordinated with the TMC.</p> <p>Further details of Service requirements are provided in the Major Traffic Incident Support and Event Management Requirements document.</p>

Service Category	Description
S.12 Transition Services	The Service Provider is responsible for the provision of Transition Services, as described in the Brief for Transition Services and Transition Management Plan.
S.13 Demobilisation and Handover Services	<p>A range of Demobilisation and Handover Services will be required prior to completion of the SMC. Activities required will include:</p> <ul style="list-style-type: none"> a) Completion of the delivery of Services under any FWP and SPP; b) Induction and training of all personnel nominated by RMS; c) Provision of access to all records relating to the management and maintenance of the network assets to RMS and its nominees; d) Transfer of all warranties and guarantees to RMS or its nominees; e) Collation and handover of all maintenance data recorded for the Assets; f) Provision of access to all supply and subcontract arrangements (including utilities) to RMS and its nominees, and provision of assistance to RMS and its nominees in negotiating transfer of arrangements to RMS as requested by RMS; g) Provision of access to interface arrangements for RMS; h) Detailed assessment of the existing condition of the Assets, including a detailed reconciliation against the agreed performance in the respective FWP and any SPPs; i) Removal from site and making good any materials, plant or temporary facilities used in the performance of the Services, including any RMS site which has been made available to the Service Provider e.g. depots; and j) Provision of suitable, experienced, and dedicated person(s) to act as the primary interface between the Service Provider and RMS and its nominees throughout the handover period.

3 Service Exclusions

3.1 Overview

3.1.1 The following outlines the services which are excluded from the scope of Services. The exclusions are:

- a) Strategic asset management and ownership.
- b) Driver Aid Services (DAS) and Traffic Emergency Patrol Services (TEPS);
- c) Sydney Harbour Bridge Precinct Alliance work;
- d) Services for Excluded Assets; and
- e) Services performed under existing 'legacy' maintenance contracts.

3.2 Strategic Asset Management and Ownership

3.2.1 RMS, as the owner of the Assets, will retain the responsibility for setting the strategic direction for the management of its Assets, with greater involvement in high risk and/or critical assets. A key requirement for the SMC is for RMS to remain an informed client such that it can manage the new arrangements.

3.2.2 In performing this role, RMS will be responsible for:

- a) Developing and maintaining its overarching 10 year Asset Maintenance Plan (AMP);
- b) Developing Zone Strategic Plans (ZSP) to reflect the AMP outcomes in each Zone;
- c) Developing FWP Briefs that set out the outcomes required for Zones reflecting the ZSP;
- d) Developing and maintaining asset standards and specifications;
- e) Reviewing and approving the Service Provider's Zone Asset Maintenance Plan (Zone AMP) and FWP;
- f) Collecting the automated network pavement condition data as described in Section 3;
- g) Authorising works to the Assets performed by third parties (refer Section 4.11);
- h) Identifying the requirement for and developing Project Briefs for tactical bridge projects, tactical corridor projects and minor improvement works;
- i) Maintaining critical asset management systems such as those outlined in Appendix 3, with the support of the Service Provider;
- j) Maintaining slope and culvert risk management plans;
- k) Providing the overarching framework for interface, communication and stakeholder engagement as described in Section 4.17;
- l) Working with the Service Provider to improve and calibrate Pavement Asset Management System (PAMS) modelling (refer Section 4.4); and
- m) Securing funding for the Services.

3.2.3 The Service Provider must support the RMS in these tasks through the performance of the Services including the provision of timely and accurate information.

3.2.4 A key input required from the Service Provider to enable RMS to carry out the strategic management of the assets is the provision of the inspection data gathered in relation to high risk and/or critical assets i.e. the Slope and Bridge Inspections. The data from these inspections will be fed into RMS' BIS (Bridge Information System) for bridges and RSMS (Road Slope Management System) for slopes and it is therefore critical that the data provided to RMS is in a compatible format (refer also Appendix 4).

- 3.2.5 At present all culverts are in the process of being assessed and assigned a risk rating similar to those assigned to the slopes. It is expected that this process will be completed by RMS in 2014. Thereafter, RMS may seek proposals from the Service Provider to carry out similar inspections to those described for slopes.

3.3 Driver Aid Services and Traffic Emergency Patrol Services

- 3.3.1 RMS has a dedicated workforce which performs Driver Aid Services (DAS) and Traffic Emergency Patrol Services (TEPS). DAS and TEPS provide a number of key operational services with the objective of maintaining safe and efficiency flow of traffic. This includes assisting with vehicle breakdowns and minor incidents, assisting the TMC with initial response on major incidents.
- 3.3.2 These services are excluded from the SMC.

3.4 Sydney Harbour Bridge Precinct Works

- 3.4.1 RMS has a dedicated workforce which performs a variety of maintenance services on the Sydney Harbour Bridge (SHB) Precinct under an internal alliance arrangement – the Sydney Harbour Bridge Alliance (SHB Alliance). These services are excluded from the SMC.
- 3.4.2 The limits of the SHB Precinct have been set as follows: (refer Appendix 2)
- a) High Street overpass in northern approach
 - b) Northern abutment of the Western Distributor viaduct (near Grosvenor St) as the southern limit
 - c) Art Gallery Rd overpass (abutting to the Eastern Distributor - Airport Motorway lease area) as the eastern limit (See Appendix 2 for map)
- 3.4.3 It is noted that several assets required for operation of the Electronic Lane Changing System (ELCS) such as signage, moveable medians, power supply and control panels fall outside this area, but will be included in the responsibilities for SHB Precinct.
- 3.4.4 The services that will continue to be performed by RMS within the SHB Precinct include routine maintenance, security surveillance, rehabilitation, repainting and operation of the SHB Precinct and associated infrastructure.
- 3.4.5 There are some services required to maintain the SHB Precinct which are not performed by RMS. These Services are required to be performed by the Service Provider in the South Zone SMC. A description of the Services included in the South Zone SMC is included at Appendix 2.

3.5 Excluded Assets

- 3.5.1 Maintenance of some Assets is not included in the SMC. The Assets that are excluded from the SMC are:
- a) Vehicular ferries;
 - b) Traffic control signals;
 - c) Traffic signal control loops;
 - d) Regional signal control units;
 - e) Variable message signs (VMS);
 - f) Variable speed limit signs (VSLS);
 - g) Lane usage signs;
 - h) Lane control signs;
 - i) Traffic monitoring units (TMU);
 - j) Traffic counters including The Infra Red Traffic Loggers (TIRTL);

- k) Weigh-In-Motion (WIM) devices;
- l) Weather stations;
- m) Advanced warning sirens;
- n) Electromechanical shutter signs;
- o) Electromechanical prismatic signs;
- p) Travel readers;
- q) Flashing and advanced warning signs;
- r) School Zone alert systems;
- s) Flood detection systems;
- t) Mechanical and electrical devices for tidal flow systems;
- u) Pavement lights;
- v) Enforcement cameras; and
- w) Closed circuit televisions units.

3.5.2 Structures such as gantries which support Excluded Assets are also excluded. However any static signs or other Assets attached to these structures will be the responsibility of the Service Provider.

3.5.3 The Service Provider will be responsible for repair or reinstatement of Excluded Assets where they are affected by the Services.

3.5.4 In performing the Services, the Service Provider must minimise operational impacts on traffic signal loops. Traffic signal loops must not be out of operation for a period longer than three days as a result of the Services.

3.6 Legacy maintenance contracts

3.6.1 RMS has in place a number of “legacy” maintenance contracts which provide maintenance services to some Assets within under the SMC Zone. Whilst these legacy contracts are in place, the Service Provider is not required to perform the respective services but will be required to coordinate its Services with these other service providers to ensure that the Assets are effectively maintained in a seamless manner. RMS will continue to administer the legacy contracts with the support of the Service Provider. A summary of the legacy contracts and the role of the Service Provider are provided in Table 2 below.

3.6.2 It is RMS' intention that some of the services performed under the legacy contracts to Assets may be performed by the Service Provider at completion of the contracts, subject to RMS and the Service Provider agreeing on an appropriate commercial arrangement that demonstrates value for money.

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Table 2: Legacy contracts

Legacy contract	Completion date	Service Provider	Scope of services	Role of Service Provider
Operation and maintenance services for the M5 East	2021	Leighton	Operation and maintenance of the M5 East and associated infrastructure.	Assets maintained under the M5 East contract are not included in the SMC. The Service Provider must coordinate its Services with those of the M5 East service provider.
North Zone PSMC	2018	Downer	Maintenance of road, corridor, traffic and bridge assets under a lump sum performance-specified maintenance contract (PSMC).	<p>The services provided under the PSMC do not cover all RMS assets and in some cases do not cover all maintenance activities. Asset improvements are not included in the lump sum.</p> <p>RMS may instruct a Service Provider to perform the balance of maintenance services, and may also seek proposals for improvement works in the North Zone.</p> <p>In addition a Service Provider may be instructed to provide Major Traffic Incident Support Services and Event Management Services within the North Zone.</p> <p>In all cases, the Service Provider must coordinate its Services with those of the PSMC service provider.</p>
North-west transitway Design Construct and Maintain (DCM) contract	2016	Leighton	Maintenance of the north-west transitway.	The assets maintained under the DCM contract are not included in the SMC. The Service Provider must coordinate its Services with those of the DCM service provider.

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Legacy contract	Completion date	Service Provider	Scope of services	Role of Service Provider
Longitudinal linemarking	2015	Avante Linemarking	<p>Inspection and maintenance of longitudinal linemarking on a performance specified basis for Sydney West and South Zones.</p> <p>Avante is required to maintain all existing longitudinal lines to a minimum performance requirement set out in RMS RI45 specification.</p>	<p>The Service Provider must coordinate the Services with Avante and RMS, particular where the Services may impact linemarking.</p> <p>Where the Services impact existing longitudinal linemarking, the Service Provider must reinstate new longitudinal linemarking and maintain it for a period of 1 year.</p> <p>The Service Provider must conduct routine visual inspections and advise RMS of any non-conformances with existing linemarking.</p>
Signpost maintenance	2015	G+B	Maintenance of signposts on a schedule of rates basis.	<p>The Service Provider will conduct asset inspections and identify maintenance needs for signposting. The Service Provider will provide details and draft work orders to RMS of any maintenance requirements such that RMS can issue work orders to the service provider.</p> <p>The Service Provider will provide verification to RMS that maintenance works have been carried out.</p>
Tunnel Washing	2015	Specialised Pressure Cleaning	<p>Washing of tunnels:</p> <ul style="list-style-type: none"> • Domain Tunnel, Cahill Expressway • Mascot Tunnel on General Holmes • Bradfield Tunnel on Cahill Expressway • Kings Cross Tunnel (William Street) • Rozelle, The Crescent (White Bay) • Hotel Nikko Tunnel, Darling Harbour • Pymble, under Pacific Highway • Pennant Hills/Castle Hill Rd • Leura, Great Western HWY • Top Ryde, Devlin Street 	<p>The Service Provider will conduct asset inspections and identify maintenance needs for tunnel washing. The Service Provider will provide details and draft work orders to RMS so that RMS can issue work orders to the service provider.</p> <p>The Service Provider will provide verification to RMS that services have been carried out.</p>

4 Overarching Services Requirements

4.1 Overview

- 4.1.1 The Service Provider must undertake the overarching Service requirements as described in the following sections.

4.2 Provision of and Access to Contract Information

- 4.2.1 Transparency in the SMC is a fundamental principle to embed trust in the arrangements and to ensure that RMS remains an informed owner. All key contractual information including commercial and performance data will be fully transparent and conducted on an open book basis between RMS and the Service Provider.
- 4.2.2 The Services include the provision of assurance on outcomes including for the Service Provider to provide detailed reports on actual performance and incentives for continual improvement. Wherever possible, benchmarking provided by the Service Provider will align with benchmarking conducted by RMS across its NSW network. This includes providing cost information that is aligned to the RMS program positions.
- 4.2.3 Transparency will apply to all financial transactions conducted under the SMC. Cost estimates and actual costs will be fully transparent and available for RMS to inspect and audit (regardless of the payment arrangement). Cost information is to be made available to RMS on a real time basis through access to the primary estimating, accounting and cost control system. This will embed trust in the SMC, avoid concerns about cross-subsidisation of different payment arrangements, and avoid information asymmetry in negotiating commercial arrangements.
- 4.2.4 To assist in the administration of the SMC, RMS may appoint an Owner's Estimator and/or Financial Auditor as described in the Commercial Framework. The transparency provisions outlined above will also apply to information reasonably needed for the Owner's Estimator and Financial Auditor to fulfil their roles. To the extent that these roles are fulfilled by third party organisations, then those organisations will be required to be bound by reasonable provisions to protect the confidentiality of any commercial information provided by the Service Provider.

4.3 Asset Management Planning

- 4.3.1 Asset management planning will be conducted by the Service Provider so as to develop programs of maintenance that provide an optimal balance between capital and whole-of-life cost expenditure, available funding, value-for-money, RMS Objectives and agreed outcomes.
- 4.3.2 Asset management planning for the SMC will be carried out on a continual basis and will be documented at three levels:
- a) Strategic planning, documented in a Zone Asset Management Plan (AMP);
 - b) Tactical planning, documented in the Forward Works Program (FWP); and
 - c) Operational planning, documented in the Road Maintenance Annual Plan (RMAP) along with project plans, specific asset plans (e.g. tunnels, off road assets and critical assets) and other maintenance records.

Zone AMP

- 4.3.3 RMS has developed an Asset Maintenance Plan (AMP) for the period from 2013/14 to 2023/24 which provides an assessment of the long-term funding needs for the effective sustainment of the road and maritime infrastructure for the whole of NSW. When read in conjunction with other asset strategies and policies (e.g. Slope Asset Management Strategy and Culvert Asset Management Strategy) the AMP provides a high level strategy for the next 10-years. RMS updates the AMP annually.

- 4.3.4 RMS will also develop Zone Strategic Plans (ZSPs) with indicative program allocations and objectives for each Zone using the agenda set by the AMP.
- 4.3.5 The Service Provider is to develop a **Zone Asset Maintenance Plan (Zone AMP)**, for all Assets in the Zone based on the information provided from the ZSP and asset strategy documents. The Zone AMP will set how the Service Provider will comply with the longer term strategy set by the ZSP, including:
- a) A broad range of types of Services to be carried out;
 - b) Programs of work and/or treatments by Service Category;
 - c) Specific projects, where identifiable;
 - d) Key constraints or issues; and
 - e) Indicative expenditure.
- 4.3.6 The Zone AMP will take account of any services which will be performed on the Assets by RMS or other service providers (e.g. line marking performed by others). RMS will provide information to assist.
- 4.3.7 The Zone AMP, once agreed with RMS, will be used to document the intended strategy for the SMC term and will establish the expected scope and intensity of work to be performed in each year.
- 4.3.8 The Zone AMP must be updated annually to provide a rolling 10-year forward plan.

Forward Work Program

- 4.3.9 Over the course of the SMC, RMS will also provide **Forward Work Program Briefs (FWP Briefs)** which will outline the overall objectives, outcomes and indicative funding available to support its asset strategy.
- 4.3.10 The Service Provider is required to prepare a **Forward Work Program (FWP)** in response to the FWP Brief which also meets the Zone AMP objectives. The FWP is required to broadly set out the projects, program and outputs and outcomes to be achieved by the Services within the timeframe of the FWP.
- 4.3.11 The FWP is intended to provide the Service Provider with a scope of forward works that has been developed through collaboration with RMS that can then be managed and delivered by the Service Provider in a way that will drive efficient delivery and resourcing.
- 4.3.12 The Service Provider is required to develop project briefs in support of the FWP for any projects which it puts forward. RMS will provide the tactical project briefs for the assets which it retains strategic asset management responsibility.
- 4.3.13 The Service Provider must update the FWP annually to provide a rolling 3-year look-ahead.
- 4.3.14 The update is also required to provide a retrospective review of the previous year including a comparison against time and cost of delivering the Services against the FWP proposal.

Operational Planning

- 4.3.15 From the agreed FWP, the Service Provider must prepare and maintain annual **Zone Road Maintenance Annual Plans (Zone RMAPs)** which schedules in sufficient detail the planned routine services and projects to be carried out by the Service Provider in each financial year as required by the M3 specification.
- 4.3.16 The Zone RMAPs must be updated by the Service Provider every quarter to reflect the actual Services performed and at the end of the first quarter provide the draft Zone RMAP for the following year.
- 4.3.17 In addition, the Service Provider must develop and implement any other asset planning needed for the SMC including but not limited to specific project plans maintenance plans for unique assets, and processes and procedures for management of routine maintenance activities.
- 4.3.18 A template RMAP is incorporated at Annexure B.1 of the M3 Specification.

4.4 Pavement Asset Management System (PAMS)

- 4.4.1 To develop its strategic and tactical program of tactical pavement works, RMS has developed a Pavement Asset Management System (PAMS) using the dTIMS (Deighton’s Total Infrastructure Management System) software platform.
- 4.4.2 In keeping with the SMC Objectives, it is intended that RMS and the Service Provider will work collaboratively to adopt a shared approach and methods to pavement asset modelling so as to facilitate the agreement and integration of FVPs. RMS intends that this approach will provide opportunities for the Service Provider and RMS to jointly implement innovation and to continue to improve the pavement modelling conducted.
- 4.4.3 To facilitate this approach, RMS will make available the PAMS platform for use by the Service Provider at no cost for SMC related Services only.
- 4.4.4 A conceptual framework for the shared use of PAMS by the Service Provider is provided at Appendix 5. This may be further developed during the Contract Term with input from the Service Provider.

4.5 Asset Inspection, Survey and Condition Assessment Requirements

- 4.5.1 The Service Provider must conduct any inspections, condition assessments, field investigation and survey required to develop and deliver the Services.
- 4.5.2 RMS will however continue to provide the Service Provider with condition assessment data which it collects at the frequency indicated in Table 3.

Table 3: RMS Collected Condition Assessment Data

Inspection type	Frequency	Timing for provision
Profilometer survey	Annually	July – September
Roadcrack survey	Annually	July – September
Gipsicam	Every 3 years	October – May
Traffic Speed Deflectometer (TSD) survey	Every 2 years	October – December
Sideway-force Coefficient Routine Investigation Machine (SCRIM)	Annually (only partial network survey in accordance with AMC-2010-401 Network skid monitoring using SCRIM)	October - May
Mobile Retroreflectivity Linemarking Survey	Annually	June - July

- 4.5.3 The Service Provider will be required to develop its own schedules for inspections in order to meet the SMC requirements. In doing so, the Service Provider must meet the minimum inspection requirements as detailed in Appendix 6.
- 4.5.4 All asset inspections must be carried out using trained and competent personnel.

4.6 Bridge Inspection Requirements

- 4.6.1 The following applies to any person engaged to carry out bridge inspections over and above those which are carried out on a routine basis (i.e. Level I inspections under the RMS’ Bridge Inventory, Inspection and Condition rating Policy (PN158).

- 4.6.2 Level 2 bridge inspections must be performed by a RMS trained Bridge Inspector as defined in RMS' Bridge Inventory, Inspection and Condition rating Policy (PNI58).
- 4.6.3 RMS provides training for bridge inspectors including field testing to verify competence. There is no formal accreditation process with bridge inspectors being assessed for competence.
- 4.6.4 If the Service Provider employs bridge inspectors who have already been trained and assessed as competent by RMS within the last two (2) years then no further demonstration of competence is needed.
- 4.6.5 If the Service Provider proposes other people to perform level 2 bridge inspections then RMS will provide training and field testing on request at the Service Provider's cost.

4.7 Slope Inspection Requirements

- 4.7.1 The Service Provider is required to carry out re-assessment of the Assessed Risk Level (ARL) rating of the slopes nominated by RMS.
- 4.7.2 Slope reassessment inspections are to be undertaken by geotechnical professionals who have been specifically trained in Slope Risk Analysis techniques and using systems which meet the RMS requirements outlined in the document "Guide to Slope Risk Analysis" dated November 2001 and contained in the "Other Policy and Guideline Documents" Section of the Technical Specifications.
- 4.7.3 Successful completion of the RMS Slope Risk Analysis course is required for accreditation of practitioners analysing slopes for the RMS in NSW.
- 4.7.4 RMS has a prequalified panel of consultants to undertake the assessments. The Service Provider may apply to obtain accreditation or use consultants from the panel.
- 4.7.5 The Service Provider will provide the slope reassessments to RMS. Where the reassessment identifies a material change in risk associated with a slope, RMS will decide on any actions required e.g. tactical upgrades required.
- 4.7.6 In addition to the reassessment inspections, the Service Provider is to undertake nominated and / or prompted inspections as detailed in the RMS Slope Risk Management Plans (SRMP).
- 4.7.7 Most if not all ARL 1 & 2 slopes have SRMP's. These broadly categorise the different inspection frequencies into the 12 geographical zones in Sydney based on rainfall thresholds. The 12 geographical zones are described in the URS "Report on Slope Risk Management Plans for Various Sites in the Sydney Region - Stage 1". The frequency of visits are highly dependent on the geographical locations with those having rain gauges closer to the coast resulting in higher rainfall and thus increased frequency of inspections.
- 4.7.8 The Service Provider must also conduct routine inspections as required under the M3 specification.

4.8 Inspection and Condition Assessment of Traffic Asset Structures

- 4.8.1 The Service Provider is to comply with the requirements of the Draft Procedures Manual for Structural Integrity Inspection and Condition Assessment of Traffic Asset Structures (the Manual).
- 4.8.2 The Service Provider will be responsible for Routine inspections (described as Level 1 inspections in the Manual).
- 4.8.3 Level 2 inspections are to be carried out in accordance with Appendix 6 or where issues are raised requiring further investigation.
- 4.8.4 Significant defects or issues identified in Level 1 or 2 inspections which may require a structural assessment are to be referred to RMS for direction.

4.9 Tidal Flow Operations and Maintenance

- 4.9.1 There are two manual tidal flow (candy bar) schemes, both located in the South Zone that are required to be operated by the Service Provider (South Zone only). These are:

- a) at the intersection of Princes Highway, Forest Rd and Wickham Rd at Arncliffe; and
- b) along the Princes Highway at Blakehurst.

4.9.2 The Service provider is to carry out four (4) lane changes per day.

4.9.3 In addition, the Service Provider must carry out fortnightly (or more frequently if required) cleaning of sockets using hand tool (drill) to remove debris.

4.9.4 The Services also include repair or replacement of elements of tidal flow equipment as required to maintain functionality and condition.

4.10 Emergencies and Incidents

4.10.1 The Service Provider is required to support the management of major incidents as described in Section 2.

4.10.2 In addition, the Service Provider will promptly advise the TMC of any known major incidents including but not necessarily limited to:

- a) Serious accidents;
- b) Known or suspected hazardous material spillage;
- c) Incidents causing significant delays to traffic (e.g. >10 minutes); and/or
- d) Illegally parked, abandoned or unattended vehicles that are hazardous or obstructing traffic or pedestrian movement.

4.10.3 The Service Provider will, wherever practical, attend all incidents so as to identify damage to Assets and plan for rectification of the affected Assets. Where possible, the Service Provider is to gather as much information as possible to enable RMS to recover the cost of repairing the damage from the responsible party or their insurers. The Service Provider must liaise with RMS and its insurers as required.

4.10.4 The Services include for the rectification of Assets damaged by third parties. Where the cost of an individual repair to Assets exceeds ██████ then the Service Provider's price for Routine Services will be increased to account for the additional cost over and above ██████. This does not apply to the removal of graffiti and posters.

4.10.5 Where instructed by an authorised officer or TMC, RMS or NSW Police, the Service Provider will remove illegally parked, abandoned or unattended vehicles. The Service Provider may be required to tow such a vehicle to a designated area within the vicinity (e.g. a side road), or to remove it to a secure compound. The Service Provider is required if instructed by RMS or NSW Police, to temporarily store these vehicles and keep them safe pending any investigations or legal proceedings.

4.11 Management of third party works

4.11.1 As well as improvement works and other projects sponsored and/or funded by RMS, there are a number of third parties who perform work that impact RMS road assets. These include but are not limited to service providers for utility owners and developers.

4.11.2 Prior to obtaining a road occupancy licence, these third parties are required to identify whether the works will have an impact on RMS assets and obtain permission from RMS to carry out the works.

4.11.3 The types of work performed by third parties subject to RMS approval will include:

- a) **Road openings:** Temporary and permanent restoration of pavements and other assets impacted by road openings (e.g. due to utility modifications);
- b) **Works Authorisation Deeds (WADS):** Typically these include changes in configuration of road assets to support new development projects; and
- c) **Other works:** This may include various other minor works which are not dealt with under the categories above.

4.11.4 In keeping with the role of objectives of the SMC, the Service Provider will be responsible for assisting RMS in the management and coordination of works performed by third parties on the Assets. The Services will include:

- a) Advising RMS in respect of site-related issues;
- b) Conducting inspections, audits and/or surveillance of the works;
- c) Managing the handover of RMS assets and verifying that the assets meet RMS requirements; and
- d) Assistance with administration of WADs between RMS and third parties.

4.11.5 Details of the specific involvement for the Service Provider are included below.

Road openings

4.11.6 Once a utility owner identifies a need to upgrade or install new services within the road corridor, they must seek approval from RMS to perform the work.

4.11.7 RMS will provide details of any road opening approval requests to the Service Provider and may request information from the Service Provider relating to the request including the estimated value of the restoration so an appropriate performance bond can be obtained by RMS from the proponent.

4.11.8 After any road opening request is approved, the Service Provider will monitor the works performed and verify that completed restorations meet RMS requirements.

4.11.9 Once temporary restoration works are completed the Service Provider will be responsible for identifying any potential hazards in the works and coordinating their rectification with the respective utility owner.

4.11.10 Once permanent restoration works are completed the Service Provider will be responsible for identifying defects and co-ordinating their rectification by the proponent until the defined defects liability period is expired and then undertaking ongoing maintenance of the Assets.

4.11.11 Road opening and Restoration works carried out by third parties generally are to comply with RMS Specification M208 and/or M209.

Works Authorisation Deeds (WADs)

4.11.12 A Works Authorisation Deed (WAD) is an agreement between RMS and a third party developer, authorising the developer to construct road / traffic infrastructure within the NSW road network.

4.11.13 Such infrastructure generally facilitates traffic access and flow into, or around land use developments such as shopping centres, residential and industrial estates. The works are typically financed, designed and constructed by the developer. At completion, the works become an RMS asset and the responsibility of the Service Provider for ongoing maintenance where they are Assets located on a Contract Road within the Nominal Work Limits.

4.11.14 Once RMS and a developer identify the need for a change to the Assets, this may be administered under three different arrangements:

- a) **Driveway project**, where the works are simple and involving only the provision of a new driveway access and associated kerb and gutter modifications;
- b) **Minor WAD**, where the works required are typically less than \$500,000 in value and are low risk;
- c) **Major WAD**, where the works required are typically greater than \$500,000 in value or are considered to be high risk.

4.11.15 To the extent described in an approved FWP, the Service Provider will be responsible for assisting RMS to administer the WAD. This may include, in so far as it impacts on the network:

- a) Verifying that the developer has in place all relevant documentation and approvals to carry out the work;
- b) Reviewing proposed design changes arising from construction-related issues;

- c) Reviewing developer contract documentation such as project management plans;
- d) Verifying that the developer has conducted any necessary road safety audits and undertaken any works required as a result;
- e) Monitoring and reporting progress of the works by the developer;
- f) Attending inspections and verifying that practical completion has been achieved;
- g) Verifying that identified defects have been completed;
- h) Ensuring that all necessary asset information is captured and provided to RMS for its use;
- i) Certifying that final completion has been achieved so that the bonds may be released.

Other works

- 4.11.16 There may be other minor works carried out on RMS Assets which are not dealt with using the arrangements above (e.g. minor works carried out within the corridor but outside the kerb line). Where these works are carried out the Service Provider will provide a similar role as described above.
- 4.11.17 Section 138 agreements between RMS and a third party may be entered into for a structure within the road corridor. These agreements will outline conditions of approval for the consent and the Service Provider will be responsible for ensuring these conditions are met.

4.12 Meetings and Reporting

- 4.12.1 The following sets out the minimum meeting and reporting requirements of the SMC.
- 4.12.2 A **Management Team** consisting of the RMS' Representative and the Service Provider's Authorised Person will meet in accordance with clause 17.2 of the General Conditions to discuss and review the matters contemplated by clause 17.1 of the General Conditions.
- 4.12.3 The Monthly Report must contain:
 - a) Services progress report which as a minimum will report the quantity of planned and actual Services against the FWP and SPPs with details of any variances;
 - b) Asset report which includes:
 - (i) Summary of Asset inventory updates for additions, deletions and modifications of Asset inventory including condition updating;
 - (ii) Inspection report confirming inspections carried out, actions to be addressed identified and exceptions requiring RMS input;
 - (iii) Defect report including schedule of defects identified and status.
 - c) Accomplishment report summarising total quantities of work completed for each of the Routine Maintenance items codes detailed in the M3 specification;
 - d) Quality report with summary statistics, details of audits carried out, and any other key issues;
 - e) Safety information including details of any incidents, summary safety statistics and any particular issues relating to compliance with the WH&S Management Plan;
 - f) Environmental information including details of any incidents, and any particular issues relating to compliance with the Environmental Management System in accordance with G36M;
 - g) Performance against the requirements of the Communications and Stakeholder Engagement Plan with a summary of engagement activities carried out, and any other key issues including:
 - (i) Stakeholder and community enquiries including:
 - Number and types of enquiries received
 - Number of compliments received

- Location of enquirer
 - Issues raised
 - Response times
 - Status
 - How lessons learnt are being applied to avoid reoccurrence
 - (ii) Media or government enquiries
 - (iii) Complaints report for the month including current status
 - (iv) Incident and crisis communications
 - (v) Notifications including number of notifications sent, notification topics, notification recipients and notification period achieved (Including doorknocks, signage, traffic alerts and advertising)
 - (vi) Look ahead including upcoming site visits, upcoming milestones, updated stakeholder and community engagement program, changes to scope of work, night works, potential impacts and proposed communications strategy and opportunities for media or government promotion
 - h) Reporting performance against key cost rates and benchmarks
 - i) Cost report and cashflow forecast
 - j) Summary and status of any change requests
 - k) Status of emerging SPPs and FWP
 - l) KPI status and trend information
 - m) Any requirements as set out in Clause 3.4.1 of the Performance Framework.
- 4.12.4 A **Management Review Group (MRG)** is to be formed in accordance with clause 15 of the General Conditions.
- 4.12.5 The MRG will meet in accordance with clause 15.3 of the General Conditions to discuss and review the matters contemplated by clause 15.1 of the General Conditions.
- 4.12.6 The Service Provider must provide all members of the MRG with a copy of the Monthly Report.
- 4.12.7 An **Annual Performance Review** meeting will be held in accordance with clause 20.1 of the General Conditions.
- 4.12.8 Before any Annual Performance Review meeting, the Service Provider is to provide an Annual Report to relevant parties and meeting attendees in accordance with clause 19.2 of the General Conditions .
- 4.12.9 The Annual Report must contain summary and supporting details of:
- a) Review of performance against the RMS Objectives and Stewardship Principles;
 - b) Planned vs actual Services performed during the year;
 - c) Asset Management Planning performance including details of all key activities and a summary schedule of all changes made to Assets with dates of the changes and dates that updated Asset data has been provided to RMS;
 - d) WH&S, environmental and quality performance;
 - e) Communication and Stakeholder Engagement activities and performance including results of any stakeholder surveys;
 - f) Cost performance including agreed prices, actual cost incurred and revenue generated (including for Priced Component Services);
 - g) Actual time performance compared with Milestones;

- h) Agreed KPI scores, along with any outstanding measurements or calculations to be performed;
- i) Innovations developed and implemented by the Service Provider and RMS;
- j) Audits conducted during the year, results and resolution of any issues;
- k) Planned improvements to the Services for the upcoming year including plans to improve performance against any KPIs and resolve any variances between planned and actual performance of Services including cost variances;
- l) Any particular areas of performance which the Service Provider wishes to be considered for a positive OPS modifier, including supporting details;
- m) Key issues for consideration by MRG; and
- n) Any other items agreed by the RMS and the Service Provider.

4.13 Traffic management

- 4.13.1 The Service Provider is required to provide efficient and effective traffic management for the Services to keep disruption to traffic on the road network to a minimum.
- 4.13.2 The Service Provider will be responsible for its traffic management on the road network. At a minimum, the Service Provider will be responsible for:
 - a) the coordination and liaison with TMC;
 - b) development of Traffic Management Plans;
 - c) development of project specific traffic management proposals;
 - d) coordinating its traffic management activities on the road network; and
 - e) traffic management planning and reporting.
- 4.13.3 The Service Provider must ensure that it has all personnel, plant and equipment available to manage users of the road network in response to any traffic incident and all other events or circumstances likely to occur during the SMC.
- 4.13.4 The Service Provider must keep the TMC informed at all times of any matter within its knowledge which is likely to affect or is affecting the free flow of traffic on the road network.
- 4.13.5 All Services (except for unavoidable urgent work required in response to an incident) must be planned to avoid delay or detours that will inconvenience users of the road network or will interfere with traffic during periods of heavy traffic flow.
- 4.13.6 The Service Provider must comply with any traffic direction or instruction given by a relevant Authority (including but not limited to the New South Wales Police Force, RMS and TMC).
- 4.13.7 The Service Provider must comply with the requirements described in RMS Specification G10.

4.14 Road occupancy

- 4.14.1 The Service Provider must obtain approval before carrying out any Services which require the Service Provider to restrict, close, interfere with or obstruct the free flow of traffic on any lane or shoulder of a road. TMC on behalf of RMS issues the consent which is referred to as a Road Occupancy Licence (ROL).
- 4.14.2 For some routine services, the Service Provider may be able to procure from TMC a Road Occupancy Licence for Bulk Approval of Minor Impact and Mobile Work Activities.
- 4.14.3 The Service Provider must comply with any ROL requirement.

4.15 Work Health and Safety Management

- 4.15.1 The Service Provider will be the designated principal contractor pursuant to the Work Health and Safety Regulation 2011 (NSW) and will be required to discharge the duties of a principal contractor under the Work Health and Safety Regulation 2011 (NSW).
- 4.15.2 The Service Provider must also comply with all other aspects of the Work Health & Safety Act 2011 (NSW) and the Work Health & Safety Regulation 2011 (NSW).
- 4.15.3 The Service Provider must have a WHS Management System accredited for RMS works under the NSW Government's OHS Management Systems Guidelines. ("Guidelines") Accreditation with the Federal Safety Commissioner is deemed to meet the Guidelines.
- 4.15.4 The Service Provider must comply with the RMS Work Health and Safety (Construction and Maintenance Works) Specification, G22, (where applicable and as amended from time to time). G22 sets out the requirements for the corporate, programme and project WH&S management plans, unless otherwise agreed with RMS. Where the Service Provider believes a more productive method or better outcome can be attained through a departure from G22, the onus is on the Service Provider to demonstrate that the departure does not increase the risk to the health and safety of any person or contravene any WH&S legislation.
- 4.15.5 The Service Provider must develop site specific WHS Management Plan(s) in accordance with the Guidelines, prior to commencing the Services.

4.16 Environmental Management

- 4.16.1 The Service Provider must comply with all environmental legislation.
- 4.16.2 The Service Provider must apply best practice as per ISO 14001 *Environmental Management System - Requirements* to avoid or mitigate any detrimental effects on the environment in fulfilling obligations under the SMC.
- 4.16.3 The Service Provider will be required to develop, implement and maintain an Environmental Management System that complies with New South Wales Government *Environmental System Guidelines*, (2nd Ed. April 2007), and RMS Specifications G36M.
- 4.16.4 The Service Provider must also comply with all the requirements described in RMS Specification G36M.

4.17 Interfaces, Communication and Stakeholder Engagement

- 4.17.1 The Service Provider is to comply with the requirements of G36M and the Communication and Stakeholder Engagement Requirements.
- 4.17.2 RMS has in place a number of Memoranda of Understanding (MoU) with some utility asset owners, outlining intended principles for working collaboratively and coordinating works conducted in the road reserve.
- 4.17.3 Wherever practicable, RMS intends that the Service Provider will be able to gain the benefit of these MoU and that there is also further opportunity to improve interfaces with a number of entities, including through development of formal interface agreements.
- 4.17.4 RMS is also a member of the Street Opening Conference Association and the Service Provider is required to co-operate with RMS in relation to RMS' participation.

4.18 Quality Management and Records

- 4.18.1 The Service Provider must develop, implement and maintain a Quality Management System in accordance with the SMC and the requirements described in RMS Specification Q6.
- 4.18.2 The Quality Plan will be required to be developed for all Services under the SMC, however a need may arise where the Service Provider will be required to develop a project specific plan or procedures where the overarching plan does not cover the specific circumstances.

- 4.18.3 The requirements of the Quality Management System are discussed further in Section 5.6.
- 4.18.4 The Service Provider must implement a Records Management System in accordance with RMS QA Specification Q6, and satisfy the State Records Act 1998, the State Records Regulation 2010 and other relevant legislation.
- 4.18.5 The Service Provider must prepare a Records Management System for the Services, the requirements of which are discussed further in Section 5.2.9.

4.19 Procurement

- 4.19.1 For procurement of any materials or services, the Service Provider must adhere to NSW Government Goods and Services procurement policies including (but not limited to) the *Code of Practice for Procurement*, 18 January 2005.
- 4.19.2 Purchasing is also to comply with the requirements as set out in the RMS Specification Q6.

4.20 Asset Replacement or Renewal

- 4.20.1 Unless otherwise agreed with RMS, where the Service Provider replaces or renews existing Assets, the Service Provider must replace these Assets:
 - a) on a “like-for-like” basis such that the new Asset meets or exceeds the standard, original quality and performance of the existing Asset; or
 - b) replace the Assets in accordance with the relevant specification;whichever is of higher quality or standard.
- 4.20.2 For example:
 - a) Resheeting to existing anti-skid rhyolite asphalt surfaces must be carried out using an asphalt surface with equivalent durability and skid resistance (which may exceed the RMS standard specification for asphalt);
 - b) Design of pavements for tactical pavement rebuild projects must be carried out using traffic growth forecasts that are current at the time;
 - c) Existing non-complying drainage grates should be replaced with bicycle safe grates in accordance with RMS relevant specification(s); and
 - d) Existing non-complying safety barriers should be replaced with barriers that comply with the relevant RMS specification(s).
- 4.20.3 Items c) and d) above apply in situations where the non-complying Asset is no longer performing its function e.g. where it has been damaged, failed or is to be replaced as part of an asset renewal.
- 4.20.4 Any replacement of Assets needs to be accurately recorded in the Asset Management System (see Section 5.8).

4.21 Use of RMS Specifications

- 4.21.1 RMS has a suite of standard specifications which set out general and technical requirements for the performance of maintenance services. The specifications include comprehensive requirements including but not limited to:
 - a) general requirements such as health, safety, environmental and traffic management requirements;
 - b) material specifications;
 - c) maintenance intervention standards and methods;
 - d) testing methods; and
 - e) other requirements.

- 4.21.2 Details of the relevant specifications are included in Appendix 7. Where the Service Provider considers that their Services are not covered by a specification listed, they are to refer to RMS for guidance.
- 4.21.3 Unless otherwise agreed by RMS, the Service Provider must meet the requirements of these specifications in performing the Services.
- 4.21.4 These specifications are reviewed and updated by RMS from time to time. If and when this occurs the Service Provider will be required to comply with the updated standards for the Services performed under any future FWP or SPP.
- 4.21.5 These specifications have been derived from the RMS Model Contract Documents and therefore use defined terms that differ from that of the SMC. Table 4 aligns the defined terms in the standard specifications with those of the SMC:

Table 4: Alignment of terms used in specifications

Defined term in standard specification	Term used in SMC
Construction Work (s)	Services
Contract	SMC
Contractor or contractor	Service Provider
Principal	RMS
Project	Services
Works	Services
Work Under the Contract	the Services
You	the Service Provider
Your	the Service Provider's

- 4.21.6 To the extent that the specifications include clauses relating to payment then these clauses do not apply to the SMC. However the methods of measurement and inclusions for pay items are to be applied in the development of output rates for each Works Period.
- 4.21.7 Various Specifications and Annexures to Specifications require “Project Specific Details” or “Project Requirements” to be provided. Where this occurs, the Service Provider is to consider the obligations required by the specification and develop the specific requirements.
- 4.21.8 Where applicable, the Service Provider will also use the same Specification as at a program level as well as individual projects within the Services. By way of example, the Work Health and Safety Specification G22 provides for the production and implementation of the WHS Management System. It is the Service Providers responsibility to ensure at a program level that an appropriate system is put in place, but also to establish additional plans and processes for individual projects or where needed.
- 4.21.9 The standard specifications specify “Hold Points” beyond which work must not proceed without RMS inspection and authorisation, and “Witness Points” for which RMS must receive prior notice with an opportunity to attend the work. In consideration of the objectives and scope of the SMC, RMS does not require the Service Provider to notify or obtain authorisation from RMS with respect to Hold Points and Witness Points, except where otherwise required by the SMC e.g. approval of Services Plans. However, it is the Service Provider’s obligation to ensure that its Quality Management System has in place equivalent controls to ensure that the Services are performed in accordance with the SMC. RMS will from time to time audit the Quality Management System to verify that this is being achieved and they require additional controls including Hold Points and Witness Points, in its absolute discretion.
- 4.21.10 Within the standard RMS specifications reference is made to “the Principal” carrying out the setting out or marking out on site for the Services. Where this occurs, the Service Provider is to note that

this requirement will not apply and that the Service Provider will be responsible for their own setting out for the Services.

4.21.11 Where reference is made to other referenced specifications, the Service Provider is to refer to the following table to determine the relevant specification applicable to the SMC:

Referenced Specification	SMC Relevant Specification
M1	Services Requirements and FWP's
M2	M3 and Asset Definition Specification
M20 – M60 Series	M3
M200 – M700 Series	M3
G21, G21M, G23	G22
G34M, G35	G36M
Q	Q6

4.21.12 M208 and M209 Specifications provide the requirements developed for use by third parties undertaking road opening work within an existing trafficked pavement on a Contract Road for the purpose of buried public utilities, services or drainage. Beyond the specifications for carrying out the physical works, it also contains requirements for warranties, performance bonds, public liability insurance, etc. that would be required from third parties. Where the Service Provider is required to assist RMS in the management and coordination of restoration works performed by third parties, it will generally be to these specifications and requirements.

4.21.13 Where the Service Provider carries out the type of works that are covered by the M208 and M209 specifications, such as installation of ducts, etc. the Service Provider will be bound by the requirements for carrying out the physical works, however requirements for warranties, performance bonds and public liability insurance will not be applicable as these requirements will be stipulated by the SMC.

4.21.14 Certain reference documents and specifications are currently marked as “Draft” or “Under Review”, however these are the best currently available information which the Service Provider is to adopt and consider for the Contract unless advised otherwise.

4.21.15 In recognition of the RMS Objectives, it is acknowledged that there will be benefit in reviewing some standard specification requirements where there is an opportunity to improve value and/or save costs for example through:

- a) innovation;
- b) moving from prescriptive requirements towards a performance-based approach; and/or
- c) other compelling reasons for change.

4.21.16 RMS will review any proposed departures from standard specifications, including any agreement on service levels for maintenance intervention, when identified and brought to the attention of RMS. Any agreed departures will be incorporated into the Services as applicable.

4.21.17 The nature of the Services and Assets may mean that there are occasions when its standard suite of specifications does not apply and/or where there are gaps within RMS' suite of specifications. This may particularly be the case for maintenance and upgrade works required to high risk Assets such as bridges and tunnels, but may also apply to other Assets. The Service Provider is responsible for identifying and advising RMS of any such omissions. By agreement the Service Provider may adopt or develop an alternative suitable specification.

4.22 Use of Traffic and Safety Management Standards and Technical References

- 4.22.1 RMS uses the Austroads 'Guide to Traffic Management', "Guide to Road Safety" and Australian Standards AS1742, AS1743 and AS2890 as its primary technical references for traffic and safety management. An RMS Supplement has been developed for each Part of the 'Guide to Traffic Management', for the 'Guide to Road Safety' and relevant Australian Standard. The Supplement documents are mandatory RMS practice.
- 4.22.2 Unless otherwise agreed by RMS, the Service Provider must meet the requirements of the RMS Supplements. If any conflict arises, RMS Supplements, the Austroads Guides and the Australian Standards are to prevail.
- 4.22.3 The RMS Supplements can be accessed as detailed below.
- a) Austroads Traffic and Safety Supplements
www.rta.nsw.gov.au/doingbusinesswithus/ausroadsguides/index.html
 - b) Australian Standards Supplements
www.rta.nsw.gov.au/doingbusinesswithus/guidelines/trafficstandardssups.html
- 4.22.4 RMS uses two types of complementary traffic management guidelines, technical manuals which are reference documents dealing with specific topics for and technical notes, known as Technical Directions, which detail new practice, or update existing practice, not shown in current RMS manuals.
- 4.22.5 Unless otherwise agreed by RMS, the Service Provider is required to comply with the RMS technical manuals and technical directions.
- 4.22.6 RMS Traffic Manuals and Technical Directions can be accessed as detailed below.
- a) RMS Traffic Manuals – Register and Document Location
www.rta.nsw.gov.au/doingbusinesswithus/guidelines/documentregister/techmanualscurrent.htm
www.rta.nsw.gov.au/doingbusinesswithus/downloads/technicalmanuals/technicalmanuals_d11.html
 - b) RMS Traffic Technical Directions – Register and Document Location
www.rta.nsw.gov.au/doingbusinesswithus/guidelines/documentregister/techdirectionscurrent.htm
www.rta.nsw.gov.au/trafficinformation/downloads/tmdirections_d11.html
 - c) RMS Safety Technical Directions and Guidelines – Document Location
www.rta.nsw.gov.au/roadsafety/downloads/roadsafetytechnicaldirections_d11.html
www.rta.nsw.gov.au/roadsafety/downloads/road_safety_audit_practices.html
- 4.22.7 RMS uses an established signs database as a key reference for the selection of regulatory, temporary and warning signs in NSW. The signs database is available to the industry and business partners in the production of signs in NSW.
- 4.22.8 The Service Provider is required to reference the signs database to ensure:
- the currency of sign (non-standard signs should not be used in NSW)
 - available sign sizes
 - sign materials, and
 - the sign drawing (for specific RMS signs)
- 4.22.9 The RMS traffic signs database can be accessed as detailed below.

www.rta.nsw.gov.au/cgi-bin/index.cgi?action=searchtrafficsigns.form

4.22.10 A schedule of the relevant documents is provided at Appendix 8.

5 Integrated Contract Management System

5.1 Overview

- 5.1.1 An Integrated Contract Management System (ICMS) must be developed and maintained by the Service Provider.
- 5.1.2 The ICMS must provide the framework, systems, operation plans, processes and procures to demonstrate to RMS that the Service Provider has the understanding, capacity and capability at all times to carry out the Services safely and in accordance with the requirements of the SMC. It will also allow RMS to understand how the Service Provider will achieve the performance of the Services or otherwise fulfil its obligations under the SMC and ensure continual improvement over the duration of the SMC.
- 5.1.3 The ICMS will be based on, but is not limited to, a suite of management system documents and defined responsibilities.
- 5.1.4 The Service Provider shall appoint an ICMS Manager with the appropriate skill, experience and qualifications who will be responsible for the coordination of all issues relating to the ICMS. As a minimum, the ICMS Manager shall be responsible for:
- a) Development, implementation and maintenance of the ICMS;
 - b) Scheduling and coordination of internal ICMS audits;
 - c) Coordinating compliance monitoring;
 - d) Initiating and recording reviews of the ICMS;
 - e) Implementation and coordination of continual improvements of the ICMS;
 - f) Implementation and coordination of non-compliance management including the management of corrections and corrective and/or preventative actions;
 - g) Scheduling follow up audits to ensure the timely completion of identified corrections, corrective and/or preventative actions;
 - h) Coordination of all ICMS certification related issues;
 - i) ICMS reporting; and
 - j) Attendance at meetings as required.
- 5.1.5 The ICMS shall be developed, implemented and maintained to conform to the requirements of RMS Specification Q6.
- 5.1.6 The Service Provider must prepare a range of Service Plans to support the ICMS in accordance with the requirements listed in Sections 5.2 through 5.12.

5.2 Service Plans - general

- 5.2.1 All Service Plans required under the ICMS must be substantively based on and consistent with any Initial Service Plan.
- 5.2.2 The Service Provider is to provide a **Services Management Plan** that identifies the procedures, processes and management systems that the Service Provider intends to apply to ensure delivery of the Services in accordance with the SMC. As a minimum (unless dealt with elsewhere), the Services Management Plan must address:
- a) The management team structures; nominated management and supervisory personnel and other key personnel; the authority and minimum skill levels of each position; the lines of responsibility and communication; interfaces with the overall organisation structure; and the performance milestones for the management team for each phase of the Services;

- b) Details for key management personnel;
 - c) Management strategies for the provision of an integrated approach to performing the Services;
 - d) Management strategies for information and documentation management, including those relating to the use of the ICMS;
 - e) Methods of dealing with relevant stakeholders including the development and maintenance of a working relationship with and between RMS and key stakeholders that will support the achievement of the RMS Objectives;
 - f) Strategies and processes for a cooperative and non adversarial approach for issue resolution;
 - g) Time and quality control;
 - h) Resources management;
 - i) Management reporting;
 - j) The strategy for managing risk including risk reduction strategies that apply to the Services;
 - k) Record management;
 - l) Reporting;
 - m) Document management;
 - n) Industrial relations strategy;
 - o) Local industry participation plan;
 - p) Strategy for obtaining necessary approvals;
 - q) Condition monitoring; and
 - r) Financial management issues.
- 5.2.3 The Service Provider must keep accurate records of the performance of Services. The records to be kept include documents, drawings, and reports of performance.
- 5.2.4 The Service Provider is to provide a **Transition Management Plan** in accordance with the Brief for Transition Services.
- 5.2.5 The Service Provider is to provide a **Depot Management Plan** in accordance with the Brief for Transition Services.
- 5.2.6 The Service Provider is to provide a **Communications and Stakeholder Engagement Plan** conforming to the RMS Specification G36M and the Communication and Stakeholder Engagement Requirements document.
- 5.2.7 The Service Provider is to provide a **Risk Management Plan** which shall describe in detail the Service Provider's approach and strategies to manage risks. The plan should include;
- a) Identification of risks;
 - b) Evaluation of the likelihood and severity of risks;
 - c) Control and mitigation of risks including insurances; and
 - d) Management responsibilities.
- 5.2.8 The Service Provider must develop, implement and maintain a **Business Continuity Plan** which details how the Service Provider will address the continuity of the Services and contractual obligations during natural or man made disasters, incidents and events, including those events that disrupt the Service Provider's performance. The Business Continuity Plan must address, as minimum:
- a) How, and over what time frames, the Services will be restored to normal operations after any disaster, incident or event, including any intermediate stages and timings;
 - b) Damage assessment, management and control measures;

- c) Organisational arrangements including crisis teams' identification, roles, authorities, training, management and succession, and information dissemination.
 - d) Establishment and operation of crisis centres;
 - e) Management of critical information and communication systems, including restoration and protection of data; and
 - f) Management of critical business processes including but not limited to financial and accounting, HR and payroll, legal, information and communications technology and procurement, including identification of critical suppliers, sub-contractors, and other support businesses.
- 5.2.9 The Service Provider is to provide a **Records Management Plan** which shall describe in detail the Service Provider's approach and strategies to perform among other things, the following key functions:
- a) The organisation's policies, objectives and responsibilities for the records;
 - b) The resources needed for implementation and verification of records management policies and practices;
 - c) Processes and practices for managing records;
 - d) Design of the records management system;
 - e) Details of the Asset inventory;
 - f) Quality control processes for managing the records; and
 - g) The minimisation of manual and paper based processes and procedures.
- 5.2.10 The Service Provider is to provide an **Emergency Management Plan** which will describe in detail the Service Provider's approach and strategies to perform the following key functions:
- a) Definition of events that constitute an emergency;
 - b) Emergency incident communication procedures;
 - c) Emergency incident management;
 - d) Liaison with the TMC and emergency services;
 - e) Road closure protocols;
 - f) Business interruption protocols; and
 - g) Quality control processes for emergency management.
- 5.2.11 The Service Provider is to provide an **Incident Management Plan** which shall describe in details the Service Provider's approach and strategies to perform the following key functions:
- a) Definition of events that constitute an incident;
 - b) Incident communication procedures;
 - c) Incident management;
 - d) Liaison with the TMC and emergency services;
 - e) Incident records and reporting; and
 - f) Quality control processes for incident management.
- 5.2.12 The Service Provider is to provide an **Operations Plan** that must identify the methods, systems and procedures whereby the Service Provider will comply with the operations Services of the SMC. The operations plan must include as a minimum:
- a) Organisation and operations methodologies;
 - b) Operating procedures;
 - c) Interface with the Incident Management Plan;

- d) Interface with the Asset Management System; and
 - e) Methodology, processes and procedures for compliance with operation standards including the monitoring and reporting of performance to the standards.
- 5.2.13 The Service Provider is to provide a **Services Demobilisation and Handover Plan**.
- 5.2.14 The Services Demobilisation and Handover Plan will incorporate processes for completion and handover of Assets including:
- a) Handover of Assets provided or modified under the SMC;
 - b) Handover of Assets provided or modified by third parties; and
 - c) Update of RMS asset management systems.
- 5.2.15 The description of processes will include, but not limited to:
- a) Induction and training of all nominated RMS personnel;
 - b) Access to all records relating to the Services and Assets;
 - c) Access to inspect and assess all Assets (including systems and software);
 - d) All supplier warranties and guarantees;
 - e) The collation and handover of all data recorded on the Asset Management System (in a format acceptable to RMS);
 - f) Provision of all Asset Management Plans i.e. tunnel and bridge maintenance plans.
 - g) Access to all supply and subcontract arrangements;
 - h) Access to interface arrangements; and
 - i) Provision of suitable, experienced, dedicated person(s) to act as the primary interface between the Service Provider and RMS through out the Demobilisation and Handover period.

5.3 Environmental Management System

- 5.3.1 The Service Provider must implement an **Environmental Management System (EMS)** that complies with the NSW Government Environmental Management Systems Guideline, apply best practices as per ISO 14001 Environmental Management Systems Requirements and conforms to the requirements of RMS Specification G36M, including the preparation of an **Environmental Management Plan (EMP)**.
- 5.3.2 The EMP shall describe in detail the Service Provider's approach and strategies to avoid or mitigate any detrimental effects on the environment in fulfilling obligations under the SMC. The plan should define the environmental responsibilities of the Service Provider and each position within the Service Provider's management team including key personnel, authority and roles of key personnel, lines of responsibility and communication, minimum skill levels of each role and interfaces with the overall organisational structure.
- 5.3.3 The EMP shall describe in detail the Service Provider's approach and strategies to perform the following key functions:
- a) Identification of environmentally sensitive areas;
 - b) Cooperation and coordination with environmental response and regulatory agencies;
 - c) Identification and assessment of environmental impacts;
 - d) Development and implementation of mitigation measures;
 - e) Development and implementation of monitoring programs;
 - f) Review of effectiveness of mitigation measures;

- g) Development and implementation of environmental incident response measures; and
 - h) Quality control processes for environmental management.
- 5.3.4 Engagement with the community affected by the works carries the utmost importance. The Service Provider will be required to work closely with RMS and strictly comply with the requirements of G36M and the Communication and Stakeholder Engagement Requirements for the Communication and Stakeholder Engagement Plan to be incorporated into the EMS & EMP.
- 5.3.5 The Service Provider must develop, implement, maintain and update a **Sustainability Plan** which complies with G36M.
- 5.3.6 The Service Provider is to periodically (at least quarterly and include RMS) review the effectiveness and proper implementation of the Environmental Management System and look to identify opportunities for continuous improvement.

5.4 WH&S Management System

- 5.4.1 The Service Provider must prepare a **WH&S Management Plan** that meets the requirements of the NSW Government *Occupational Health and Safety Management System Guidelines*, and the RMS Specification G22.
- 5.4.2 The WH&S management plan will describe:
- a) The Service Provider's policies, objectives, responsibilities and commitment to WH&S;
 - b) The resources needed for implementation and verification of the policies, objectives, responsibilities and commitment;
 - c) Communication and consultation processes for sharing WH&S information;
 - d) Selection and management of service providers;
 - e) Purchasing processes to ensure conformance to WH&S standards;
 - f) WH&S risk identification and management in design;
 - g) WH&S risk identification and management in work processes;
 - h) Training;
 - i) Inspection, testing and monitoring;
 - j) Incident management and corrective actions;
 - k) Handling, storage, packaging and delivery;
 - l) Internal reviews;
 - m) Documentation and records; and
 - n) Quality control processes for WH&S.

5.5 Traffic Management Plans

- 5.5.1 The Service Provider must develop and implement **Traffic Management Plans** that meet the requirements of RMS Specification G10.
- 5.5.2 The **Traffic Management Plan** shall incorporate the planning for the traffic management functions under the Services and shall describe and detail the following:
- a) Responsibilities for traffic management, planning and control at worksites;
 - b) Liaison arrangements with the TMC;
 - c) Standard Traffic Staging Plans to be used for routine works on the network;
 - d) Procedures for the development of Project Specific Traffic Management Plans; and

- e) Quality control processes for traffic management.

5.6 Quality Management Plan

- 5.6.1 The Service Provider is to provide a **Quality Management Plan** in accordance with RMS Specification Q6]. The Quality Management System shall inform and direct personnel about the specific quality practices, resources, sequence of activities, controls and checks they have to implement during the SMC.
- 5.6.2 The Quality Management Plan shall cover all Services under the SMC whether permanent or temporary, both on-site and off-site.
- 5.6.3 The Quality Management Plan must address as a minimum the requirements of Q6, including:
 - a) Nominated resources for its management;
 - b) Change control processes;
 - c) Document control and retention;
 - d) Inspection and auditing requirement, program and processes;
 - e) Compliance monitoring;
 - f) Non conformance management;
 - g) Subcontractor management; and
 - h) Continuous improvement.
- 5.6.4 The Quality Management Plan must be further developed and updated:
 - a) To address changes in the operation and maintenance process including the use of and development of new equipment, assets, practices and materials; and
 - b) For processes requiring documentation which the existing quality system does not address.

5.7 Program and Project Management

- 5.7.1 The Service Provider must develop an overarching **Program Management System**, including specific project management plans in accordance with RMS Infrastructure Lifecycle management as needed which will set out the framework, processes, roles and responsibilities for the delivery of programs and projects.
- 5.7.2 The system will also set out the framework and processes for project management including:
 - a) Project Management Plans
 - b) Risk Management
 - c) Concept Design
 - d) Urban Design
 - e) Cost Estimation
 - f) Review of environmental factors
 - g) OHS
 - h) Property Acquisition
 - i) Utility Adjustment requirements
 - j) Scope Management
 - k) Detailed Design

- l) Project
- m) Project Handover

5.8 Asset Management System

- 5.8.1 RMS maintains a number of asset management systems which will provide a platform for its strategic management of Assets (See Appendix 3 for details of the systems).
- 5.8.2 The Service Provider must develop and maintain its own **Asset Management System** which contains the processes and procedures needed to demonstrate and record how the Service Provider addresses its obligations under the SMC and ensures the objectives are achieved in an effective and cost efficient manner. It is required to be accurate and complete at all times and be available for independent interrogation by RMS.
- 5.8.3 It is not required for the Service Provider's Asset Management System to align with RMS' own Asset Management Systems, however Asset information supplied from the Service Provider's Asset Management System must be provided in a format compatible with RMS' Asset Management Systems and must meet RMS' minimum data requirements, as detailed in Appendix 4.
- 5.8.4 The data the Service Provider is to provide for all Assets in accordance with the RMS Handover procedures, includes:
 - a) Identification of Asset;
 - b) Description of Asset;
 - c) Location of Asset;
 - d) Condition of Asset;
 - e) Date of installation of Asset;
 - f) Maintenance or replacement works performed on the Asset; and
 - g) Any other data reasonably requested by RMS.
- 5.8.5 Changes to the Asset are to be captured in the Asset Management System and provided to RMS no later than 3 months after the work is complete.
- 5.8.6 RMS will, wherever practicable, work collaboratively with the Service Provider to provide access to Asset data and information maintained within its own Asset Management Systems. RMS and the Service Provider are to jointly review and align Asset data such that the Asset records remain consistent.
- 5.8.7 The Service Provider's Asset Management System must provide real time access to RMS to any computerised database management system(s) which comprises part of the Asset Management System.
- 5.8.8 It is expected that asset information exchange and integration or open access across RMS and Service Provider asset databases will be a joint area for continuous improvement through the contract.
- 5.8.9 The Asset Management System will also incorporate a **Maintenance Management System (MMS)**. The MMS must also be able to determine and prioritise the Service Provider's maintenance activities. Key components required of the system are:
 - Support the analysis of the contract inspection data derived from the Asset Inspection System (or by notification from other stakeholders or community) to enable preparation and implementation of reactive or planned work programs.
 - Enable the prioritisation of work activities to meet SMC outcomes and deliverables.

- Assist in the development of annual, quarterly, monthly, weekly, daily program and Forward Work Program.
- Provide accurate records of accomplishment of work and work outstanding.
- Allow for fluctuations in work load and that specific, catch up or new work can be allocated if necessary. For example, provision to be made for seasonal peaks such as clearing of leaves / debris from the channels, catchpit grates, pre-reseal repairs, etc.
- Assign and record costs against each activity (or group of activities).

5.8.10 Furthermore, the Asset Management System is to incorporate the **Asset Inspection System** and **Maintenance Defects Register** to support the management of asset inspections and defect rectification as required by the M3 Specification.

5.8.11 TfNSW is in the process of developing an Enterprise Asset Management (EAM) framework with the objective of moving towards a common asset management system for all of the transport agencies. The timeframe for implementation of the new EAM system is expected to be within the currency of the SMC.

5.8.12 Once the EAM system is in place, the Service Provider will be required to provide and align Asset data with this system. Opportunities to adopt a more integrated approach to use of asset management systems can also be explored at this time.

5.9 Cost control and financial accounting

5.9.1 Transparency will apply to all financial transactions conducted under the SMC. Cost estimates and actual costs will be fully transparent and available for RMS to inspect and audit (regardless of the payment arrangement). Cost information is to be made available to RMS on a real time basis through access to the primary estimating, accounting and cost control system

5.9.2 The Service Provider must provide a **Financial Management Plan** that outlines in detail how the Service Provider will develop and implement a suite of systems for cost control and financial accounting. The Service Provider must provide details of the types of systems they will use. The Service Provider must ensure that the systems align with RMS' systems and that reporting functions are acceptable to RMS.

5.10 Estimating and scheduling

5.10.1 The Service Provider must prepare an **Estimating Plan** that details the process of preparation and benchmarking of cost estimates for the Services. The Estimating Plan will set out:

- a) The structure of the cost estimates;
- b) Processes and source data to prepare first principles estimates;
- c) Framework and process for capturing and benchmarking actual costs against estimates;
- d) How contingency, escalation and efficiency commitments will be developed and incorporated into the estimates;
- e) Framework and process for benchmarking against RMS program positions;
- f) Tools to be used to prepare estimating, including software systems; and
- g) How access to cost estimates will be provided to RMS.

5.10.2 The Service Provider must also prepare a **Scheduling Plan** setting the framework, processes and tools to be used to develop and maintain project schedules.

5.11 Procurement

5.11.1 The Service Provider is to provide a **Procurement Plan** that outlines how the Service Provider will conduct procurement processes. Details of the systems, processes and procedures the Service

Provider will use are required, including how the Service Provider will comply with relevant government guidelines in respect of procurement practice.

- 5.11.2 As part of the Procurement Plan the Service Provider must develop an **Industry Participation Plan** which shall describe in detail the following:
- a) Engagement, evaluation and award of suppliers / service providers;
 - b) Use of existing subcontract resources and suppliers; and
 - c) How transparency for RMS and competitive industry markets will be achieved.

5.12 Human resources

- 5.12.1 The Service Provider is to provide a **Training Management Plan** which shall describe in detail the Service Provider's approach and strategies applied to meeting any training obligations and employment of apprentices by the Service Provider. The Training Management Plan shall comply with the requirements of the NSW Government *Training Management Guidelines*.
- 5.12.2 The Service Provider is to provide an **Industrial Relations Plan** which shall comply with the requirements of the NSW Government *Industrial Relations Management Guidelines*. The Industrial Relations Plan shall describe in detail the Service Provider's approach and strategies for the management of industrial relations and the processes for keeping RMS informed of industrial relation issues.
- 5.12.3 The Service Provider is to provide an **Aboriginal Participation Plan** which shall describe in detail the Service Provider's approach, strategies and processes to implement Aboriginal participation in the delivery of the Services, in accordance with the NSW Government *Aboriginal Participation in Construction Implementation Guidelines*.

Appendix I RMS Program Position Descriptions

PROGRAM POSITION	DESCRIPTION	SERVICE CATEGORY
Bridge, Tunnel & Ferry Operations	Operation of ferries, opening bridges and tunnels.	Some Excluded
Causeway and Ferry Replacement	Capital replacement of vehicular ferry and construction of bridge or culvert to replace causeway.	N/A
Sydney Harbour Bridge	Routine maintenance, rehabilitation, repainting and operation of the Sydney Harbour Bridge.	Largely excluded
Bridge Maintenance	Routine maintenance and minor rehabilitation of bridges.	S.3
Delineation Maintenance	Maintenance of delineation assets on state roads.	S.3
Reactive Routine Maintenance	Reactive Routine Maintenance involves routine maintenance activities needed to ensure compliance with intervention and response time standards nominated in QA Specification RMS M3. Includes activities such as pothole repair, edge repair, debris removal, repairing roadside assets, major traffic incident support and snow and ice removal.	S.3
Scheduled Routine Maintenance	Scheduled Routine maintenance involves planned routine maintenance interventions as per the agreed RMAP. QA Specification RMS M3 includes guidance on the extent, timing and prioritisation of interventions. Includes activities such as crack sealing joint repairs, mowing, rest area and minor sign maintenance.	S.3
Signs Maintenance	Maintenance of road signs on state roads.	S.3
Pavement Patching - Flexible	Flexible Pavement Patching includes isolated or small-scale structural patching. Flexible Pavement Patching may be employed: <ul style="list-style-type: none"> • As a holding treatment in response to hazardous pavement failure. • To target improvement in the integrity of the pavement prior to surface treatment. • To replace failed concrete slabs. • To restore the capacity of pavement to a similar standard to adjacent sound pavement. 	S.4
Pavement Rehabilitation - Flexible	Flexible pavement rehabilitation is a structural treatment that improves the structural capacity of the flexible pavement and generally improving ride quality. Flexible pavement rehabilitation projects require a site-specific pavement design to assure effective life of the treatment.	S.4

PROGRAM POSITION	DESCRIPTION	SERVICE CATEGORY
Pavement Rehabilitation - Concrete	Concrete pavement rehabilitation includes major structural treatments that improve the structural capacity of the concrete pavement isolated slab replacement and diamond grinding (smoothing treatments that renew the surface. Pavement rehabilitation projects require a site specific pavement design to assure effective life of the treatment.	S.4
Asphalt Resurfacing	Asphalt resurfacing is a non-structural surface treatment. Asphalt resurfacing provides some protection to the pavement structure, slows the rate of pavement deterioration, corrects many pavement surface deficiencies and improves the ride quality of the road surface. Asphalt resurface forms a crucial component of the RMS' pavement preserving strategy by delaying the need for costly, time-consuming pavement rebuilding activities.	S.4
Sprayed Resealing	Bitumen resealing is a non-structural surface treatment. Bitumen resealing forms a crucial component of the RMS' pavement preservation strategy by delaying the need for costly, time-consuming pavement rebuilding activities.	S.4
Major Drainage Rehabilitation	Rehabilitation of culverts, roadside drainage and stormwater quality devices.	S.5
Major Drainage Upgrade	Major replacement or enhancement of pipes, roadside drainage and stormwater quality devices.	S.5
Corridor Capital Works	Replacement of corridor assets such as noise walls, rest area facilities, toilets and formal landscaping.	S.5
Major Roadscape Rehabilitation	Rehabilitation of corridor assets such as noise walls, rest area facilities, toilets and formal landscaping.	S.5
Slope and Wall Stability	Slope stability remediation inspections, monitoring and preventative maintenance to manage risks.	S.5
Bridge Major Rehabilitation	Major rehabilitation of bridges.	S.6
Bridge Repainting	Repainting steel bridges.	S.6
Bridge Structural Capacity	Structural strengthening or replacement of bridges.	S.6
Upgrade of Safety Barriers	Replacement or upgrade of road safety barriers.	S.8
Directional Signposting Improvements	Improve network efficiency by providing guide signposting that is relevant, consistent and able to be read, understood and acted upon safely.	S.8 & S.9
Noise Abatement	Funding of noise abatement measures. The capital program facilitates the installation of noise barriers, noise mounds and quieter pavement surfaces. The recurrent program facilitates the provision of architectural acoustic treatments to qualifying residences.	S.8

PROGRAM POSITION	DESCRIPTION	SERVICE CATEGORY
Pedestrian Crossing Upgrades	Safety Improvements to pedestrian crossings across multi-lane roads.	S.8
State Government Pedestrian Facilities	Provide facilities on State Roads to improve pedestrian safety, mobility and access, particularly in areas of high pedestrian concentration.	S.8
Roadside Safety Facilities	Reduce road trauma by implementing road safety engineering solutions in the roadside environment.	S.8
State Blackspot Treatments	Reduce the occurrence and severity of crashes at known crash locations by installing engineering treatments.	S.8 or S.9
Federal Blackspot Treatments	Reduce the social and economic costs of road trauma.	S8. and S.9
Safer Roads Investigation	The investigation of crash locations and remedial minor works to improve road safety.	S.8
Cycleways	Design and construction of on-road and off-road cycle ways in line with Bikeplan 2010 and local government bike plans.	S.9
Bicycle Facilities	Improvements to the operation of existing cycle ways.	S.9
Federal Blackspot Treatment	Reduce the social and economic costs of road trauma.	S.9
Management of Structure Clearances	Widen and improve height clearances of structures. Provision of protection and warning	S.9
Mass Action Treatment	Address hazards within a predefined route or area.	S.9
Operational Efficiency Infrastructure	Improve the efficiency and reliability of corridors on the state road network by the implementation of operational efficiency infrastructure and systems.	S.9
Railway Level Crossings Improvements	Improve the safety at public road/ public railway level crossings on all state, regional and local roads in NSW by the implementation of road and rail management infrastructure and systems.	S.9
Pedestrian Bridges	Provide bridge facilities to improve pedestrian safety and access, particularly in areas of high pedestrian concentration.	S.9
Sydney Congestion Treatments and Traffic Efficiency Improvements	Improve the efficiency and reliability of corridors through the implementation of infrastructure and operational improvements on the state road network.	S.9
Speed Management Engineering	Speed zone assessment and implementation in NSW.	S.8
Strategic Bus Network Enhancement	Improve the efficiency and reliability of buses through the implementation of bus priority infrastructure and operational improvements on the road network.	S.9
Traffic Efficiency Improvements	Improve the efficiency and access of corridors on the state road network by the implementation of traffic efficiency infrastructure.	S.9

PROGRAM POSITION	DESCRIPTION	SERVICE CATEGORY
Traffic Facilities Asset Upgrades	Upgrade high cost traffic equipment and systems to maintain them in good working condition.	S.8 or S.9

Appendix 2 SHB Support Services

RMS has a dedicated workforce (including the Sydney Harbour Bridge Alliance) which performs a range of maintenance services on the Sydney Harbour Bridge including routine maintenance, security surveillance, repainting, structural repairs and maintenance of traffic systems across the bridge and approach roadways as defined by the SHB Special Precinct.

The SHB Special Precinct incorporates the SHB, Cahill Expressway and approach roadways bounded by the Eastern Distributor (lease area), Western Distributor (northern abutment) and Warringah Freeway (High St overpass).



Within the SHB Special Precinct, RMS will retain asset management responsibility and operational control of this critical corridor. The focus of the Special Precinct team will be to provide specialist operational support where an immediate response is required to maintain traffic operations.

RMS will supplement in-house resources with those of the South Zone Service Provider to perform less critical activities where an immediate response is not required. Where requested, the Service Provider for the South Zone may be responsible for:

- Maintenance of electrical services not covered by SHB Alliance
- Maintenance of signage and delineation;
- Street and path sweeping; and
- Asphalt and other wearing surface treatments.

The South Zone Service Provider will develop appropriate interface arrangements with the SHB Alliance during the Transition phase setting out the respective responsibilities and methods of coordination of the Services.

Appendix 3 RMS Asset Management Systems

The Following outlines the key Asset Management Systems that RMS maintains:

PAMS Pavement Asset Management System

PAMS is a computer modelling system used to predict future pavement condition and investment strategies based on data inputs of condition, traffic, pavement type, strength, etc. The system uses dTIMS software from Deighton Associates (Canada). It has modeling and built-in life cycle costing structure and optimisation capabilities that are tailored to RMS requirements.

RAMS Road Asset Management System

Is a computer system used to store asset information about the NSW road network. RAMS uses an Oracle Database with ESRI Arcview for the GIS module. The system contains the road network definitions along with administrative, pavement, surface and condition data.

TAIMS Traffic Asset Information System

TAIMS is a computer system used to store traffic facility inventory information for the NSW road network. TAIMS uses an Oracle Database with ESRI Arview for the GIS module. The system contains inventory information for line and pavement markings and static signposting .

RSMS Road Slope Management System

RSMS is a computer system use to store slope site data and analysis information. The term “slope” for the purpose of RSMS includes all geotechnical structures associated with RMS managed roads and includes batters, cuts, fill embankments, retaining walls and other assets.

BIS Bridge Information System

BIS is a computer system used to store bridge inventory, inspection and condition information. The bridge and related assets across NSW including inspection frequencies condition assessments and required maintenance. The term “bridge” within BIS includes large culverts(over 6m spans), tunnels, pedestrian subways, stock and wildlife crossing structures, vehicular ferries and other structures managed by RMS as considered necessary.

STEP Structural Testing and Evaluation of Pavements

STEP is an analysis tool for the estimation of structural remaining life of flexible pavements. STEP input parameters include pavement condition and inventory data, pavement deflection data, traffic data and detailed climatic data on rainfall and temperature. The outputs from STEP are used in PAMS to improve the timing and selection of appropriate maintenance treatments.

Appendix 4 Asset Data Requirements

- All data definitions, forms, formats, terms, nomenclature, abbreviations, names and types must be clearly defined prior to any data being supplied to RMS as these definitions will form the basis for understanding of all data passing between the Service Provider and RMS. Any changes to these definitions must not be done unilaterally.
- Any data or metadata relating to an Asset such as description, identification, location, condition, installation, maintenance or replacement must be recorded in a form acceptable to RMS.
- All information (metadata) about the data such as format must be recorded in a global data dictionary that is accessible to both Service Provider and RMS staff.
- The Service Provider must clearly identify and record each Asset with the use of a unique ID or RFID and provide links or connections to any existing asset IDs. This must be done in a manner that clearly and absolutely identifies each and every Asset and each and every piece of data about that Asset from all others.
- The Service Provider must allocate and record a unique ID for any Asset that does not already have a unique Asset ID so that any Asset is clearly and absolutely identifiable and locatable amongst all other Assets.
- The Service Provider must, when a connection is found between old IDs and new Asset IDs, make and record the connection. This connection must also be retrospectively applied to any existing Asset data if the required data is available.
- The Service Provider must clearly identify the details of each change to an Asset or change of an Asset item. Example – an Asset is added, subtracted, repaired, relocated or replaced from the Zone. All minimum data requirements must be met in recording all these changes.
- The Service Provider must provide a clear description of the Asset, including type, to help in the identification of the Asset. The Service Provider must comply with the acceptance of assets policy and procedures related to completion and handover of works. For guidance the Service Provider should refer to IAM-POL-106 Acceptance of Infrastructure Assets for Ongoing Management (Policy), ILC-GEN-TP4-120 Asset Acceptance Procedure, ILC-GEN-TP4-120-G01 Asset Information, ILC-GEN-TP4-120-V01 Asset Acceptance Report and ILC-GEN-TP4-120-F01 Asset Information Template.
- The Service Provider must provide a definite location for the Asset with the use of GPS (latitude and longitude) (with better than or equal to 5 metres accuracy), RoadLoc, Road Number and Name. The minimum must be Latitude and Longitude.
- The Service Provider must record a description of the size or extent, number, units, method used, materials used, of the actual maintenance work carried out on the Assets.
- The Service Provider must record the date and nature of all maintenance activities carried out on a particular Asset so that a complete lifestyle picture of the Asset can be obtained. Intervention descriptions need to be standardised and agreed with RMS.

- The Service Provider must provide a description of the actual maintenance responsibility of the Asset.

Appendix 5 Conceptual Framework for use of PAMS

RMS introduced its Pavement Asset Management System (PAMS) to ensure the efficient and effective use of available funding and to manage the associated risks to the provision of a safe and reliable road system. PAMS is based on dTIMS (Deighton's Total Infrastructure Management System) software which allows user access at three levels as described in Figure A5.1 below.

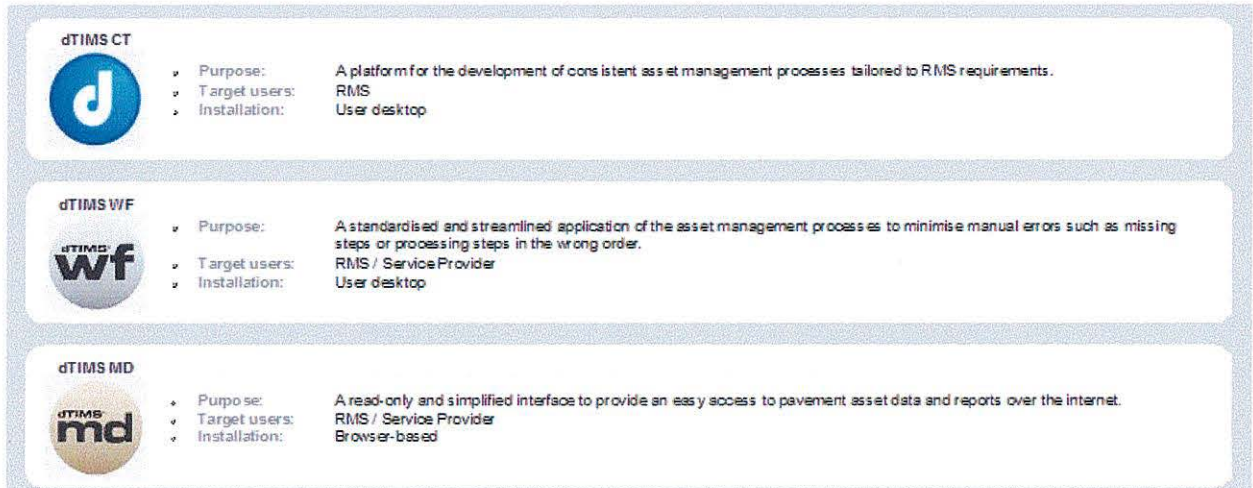
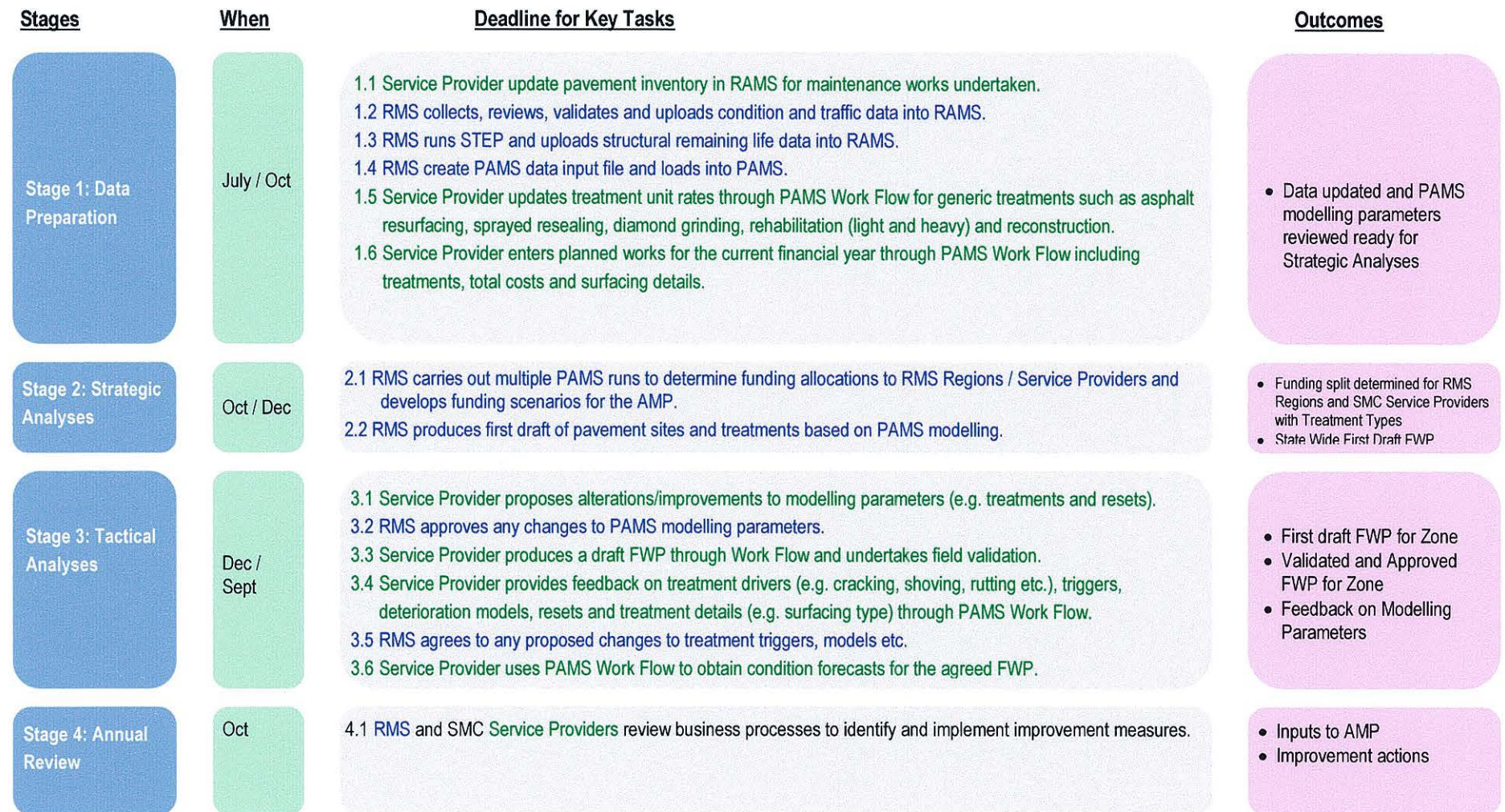


Figure A5.1: dTIMS interfaces

The Pavement Business Process broadly comprises four stages (see Figure A5.2).

- Stage 1 - Processing of inventory, condition and traffic data to prepare for PAMS analyses.
- Stage 2 - Funding allocation among service providers/regions and treatment types through trade-off analyses and production of first state-wide draft forward works program (FWP).
- Stage 3 - Tactical analyses. This stage involves RMS producing a first draft of the FWP which is supplied to the Service Provider. The Service Provider can make agreed changes to modelling parameters and rerun PAMS to produce an updated FWP requiring field validation to produce an agreed FWP.
- Stage 4 – Annual Review. Review of annual business process, agreement on the improvements required and implementation plan.

The process and timing of stages described in Figure A.5.1 will need to be refined with the Service Provider.



Legend: RMS Service Provider

Figure A5.2 Pavement Business Process for Works Program and Interface with Service Provider

Appendix 6 Minimum asset inspection requirements

Asset	Inspection Type	Minimum Frequency	Procedure
All Assets	Routine inspections	In accordance with QA Specification M3	Refer to QA Specification M3
Slopes and retaining walls	Nominated and Prompted inspections	As scheduled in the agreed RMAP Compliance with relevant RMS Slope Risk Management Plan (SRMP).	In accordance with each SRMP RMS to provide schedule of inspections required as part of FWP Brief.
	Re-assessment inspection	ARL 1&2 without SRMP: 3 yearly ARL 1&2 with SRMP: 5 yearly ARL 3, H 1&2: 5 yearly ARL 3, H 3-5: 10 yearly ARL 4&5: Upon change noted in condition	In accordance with RMS Corporate Policy: Slope asset management. RMS to provide schedule of inspections required as part of FWP Brief. See also Section 4.7
Culverts and other Drainage Assets	Nominated inspection	As required to meet M3 specification requirements and/or as scheduled in the Approved RMAP.	Refer to QA Specification M3
Culverts	Re-assessment inspection	ARL 1 culverts – yearly until remediated ARL 2 culverts – 3 yearly ARL 3 culverts – 5 yearly Other culverts > 900 mm – 10% per year	RMS to provide schedule of inspections required as part of FWP Brief.
Safety barriers	Nominated inspection	Each barrier to be inspected every 5 years (20% of barriers inspected every per year)	Refer to QA Specification M3
Fences	Nominated inspection	As scheduled in the agreed RMAP	Refer to QA Specification M3

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Asset	Inspection Type	Minimum Frequency	Procedure
Noise walls	Nominated inspection (Structural)	Each noise wall to be inspected every 3 years (33% of noise walls to be inspected every per year)	Refer to QA Specification M3
Other corridor assets	Nominated Inspections	As required to meet M3 specification requirements and/or as scheduled in the Approved RMAP.	Refer to QA Specification M3
Bridges	Level 1 Inspection	As per Bridge Inventory, Inspection and Condition Rating Policy (PN 158)	As per Bridge Inventory, Inspection and Condition Rating Policy (PN 158)
Bridges	Level 2 Inspection Condition rating	As per Bridge Inventory, Inspection and Condition Rating Policy (PN 158)	RMS Bridge Inspection Procedure. RMS will confirm schedule of inspections as part of FWP Brief.
Bridges	Level 3 Inspection Condition rating	As directed by RMS	RMS Bridge Inspection Procedure
Bridges	Level 4 Inspection load assessment	As directed by RMS	RMS Bridge Inspection Procedure
Sign Structures and Gantries	Level 2 Condition rating	As per Procedures Manual for Structural Integrity Inspection and Condition Assessment of Traffic Asset Structures (Draft VI.2)	Procedures Manual for Structural Integrity Inspection and Condition Assessment of Traffic Asset Structures (Draft VI.2)
Sign Structures and Gantries	Level 3 Condition rating	As directed by RMS	Procedures Manual for Structural Integrity Inspection and Condition Assessment of Traffic Asset Structures (Draft VI.2)

Appendix 7 Schedule of RMS Specifications

Except where noted in the table below, RMS specifications are available for download from the following website:

<http://www.rta.nsw.gov.au/doingbusinesswithus/specifications/index.html>

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
General Specifications			
G10	Control of Traffic	Yes	Edition 5, Rev 3, Nov 2011
G22	Occupational Health and Safety	Yes	Edition 5, Rev 3, June 2013
G36M	Environmental Protection (Management system)	No	Edition 1, Rev 0.1, Oct 2013
Quality System Specifications			
Q6	Quality Management System (Type 6)	Yes	Edition 1, Rev 10, Sept 2013
RMS Specifications			
M3	Routine Services	No	Edition 1, Rev 0, Mar 2013
M208	Road Opening and Restoration (Low Risk)	Yes	Edition 1, Rev 0, May 2008
M209	Road Opening and Restoration	Yes	Edition 2, Rev 0, Nov 2012
M211	Crack Sealing (Bituminous Surface)	Yes	Edition 3, Rev 0, Apr 2013
M212	Routing and Sealing of Cracks (Concrete Pavement)	Yes	Edition 3, Rev 0, Apr 2013
M213	Cross Stitching of Cracks and Joints (Concrete Pavement)	Yes	Edition 3, Rev 0, Nov 2012
M214	Repair of Joint Seals in Concrete Pavement	Yes	Edition 3, Rev 0, Apr 2013
M215	Repair of Surface Spalls in Concrete Pavement	Yes	Edition 3, Rev 0, Apr 2013
M231	Pressure Grouting for Slab Jacking/Stabilisation	Yes	Edition 3, Rev 0, Nov 2012
M232	Injected Expanding Foam Slab Jacking/Stabilisation	Yes	Edition 2, Rev 0, Jul 2008
M240	Shoulder Grading	Yes	Edition 3, Rev 0, Nov 2012

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
M244	Earthworks for Road Rebuilding	No	Has been replaced by R44
M250	Heavy Patching (Flexible Pavement)	Yes	Edition 2, Rev 0, Nov 2012
M258	Slab Replacement (Concrete Pavement)	Yes	Edition 3, Rev 0, Nov 2012
M290	Pavement Reconstruction (Bound and Unbound Material)	Yes	Edition 3, Rev 0, Nov 2012
M321	Landscape Maintenance	Yes	Edition 2, Rev 0, Aug 2008
M322	Landscape Restoration	Yes	Edition 2, Rev 0, Aug 2008
M620	Maintenance of Road Safety Barrier Systems	Yes	Edition 1, Rev 0, Aug 08
Roadworks Specifications			
R11	Stormwater Drainage	Yes	Edition 4, Rev 2, May 2013
R15	Kerbs and Getters	Yes	Edition 4, Rev 2, Jan 2010
R16	Precast Reinforced Concrete Box Culverts	Yes	Edition 3, Rev 1, Sept 2010
R23	Plastic Flexible Pipes	Yes	Edition 4, Rev 4, Jul 2013
R24	Precast Concrete Arches	Yes	Edition 1, Rev 0, Sept 2009
R31	Vertical Wick Drains	Yes	Edition 1, Rev 0, Jun 2009
R33	Trench Drains	Yes	Edition 4, Rev 2, Sept 2013
R37	Intra-Pavement Drains	Yes	Edition 4, Rev 2, Sept 2013
R38	Edge Drains	Yes	Edition 4, Rev 2, Sept 2013
R40	Horizontal Drains	Yes	Edition 1, Rev 2, Jun 2011
R44	Earthworks	Yes	Edition 4, Rev 1, Apr 2013
R49	Construction of Verges	Yes	Edition 3, Rev 1, Feb 2012
R50	Stabilisation of Earthworks	Yes	Edition 3, Rev 3,

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
			Apr 2011
R53	Concrete (for General Use), Mortar and Grout	Yes	Edition 2, Rev 2, Jun 2013
R55	Rock Filled Gabions & Mattresses	Yes	Edition 3, Rev 1, Jul 2009
R56	Ground Anchors	Yes	Edition 3, Rev 4, Apr 2012
R57	Design of Reinforced Soil Walls	Yes	Edition 2, Rev 6, Jun 2012
R58	Construction of Reinforced Soil Walls (Contractor's Design)	Yes	Edition 3, Rev 2, Jun 2012
R59	Construction of Reinforced Soil Walls (Principal's Design)	Yes	Edition 3, Rev 2, Jun 2012
R63	Geotextiles (Separation and Filtration)	Yes	Edition 4, Rev 0, May 2013
R64	Soil Nailing	Yes	Edition 1, Rev 3, Nov 2012
R67	High Strength Geosynthetic Reinforcement	Yes	Edition 1, Rev 1, Nov 2010
R68	Shotcrete Work Without Steel Fibres	Yes	Edition 1, Rev 2, Aug 2011
R71	Unbound and Modified Pavement Course	Yes	Edition 4, Rev 0, Mar 2013
R73	Construction of Plant Mixed Heavily Bound Pavement Course	Yes	Edition 2, Rev 3, Jan 2013
R75	Insitu Pavement Stabilisation using Slow Setting Binders	Yes	Edition 2, Rev 2, Dec 2012
R82	Lean-Mix Concrete Sub base	Yes	Edition 3, Rev 7, Oct 2010
R83	Jointed Concrete Base	Yes	Edition 2, Rev 8, Sept 2010
R84	Continuously Reinforced Concrete Base	Yes	Edition 2, Rev 8, Sept 2010
R90	Roller Compacted Concrete Sub base	Yes	Edition 1, Rev 0, Jun 2007
R93	Diamond Grinding of Concrete Pavement	Yes	Edition 1, Rev 0, Nov 2011
R101	Cold Milling of Road Pavement Materials	Yes	Edition 3, Rev 0, Apr 2009
R103	High Pressure Waterblasting of Bituminous Seals	Yes	Edition 1, Rev 2, Jun 2009

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
R106	Sprayed Bituminous Surfacing (with Cutback Bitumen)	Yes	Edition 4, Rev 1, Oct 2012
R107	Sprayed Bituminous Surfacing (with Polymer Modified Binder)	Yes	Edition 3, Rev 1, Oct 2012
R109	Bituminous Slurry Surfacing	Yes	Edition 2, Rev 0, Mar 2009
R110	Coloured Surface Coatings for Bus Lanes and Cycleways	Yes	Edition 2, Rev 1, Mar 2011
R111	Sprayed Bituminous Surfacing (with Bitumen Emulsion)	Yes	Edition 2, Rev 0, Aug 2006
R112	Sprayed Bituminous Surfacing (for Enrichment & Rejuvenation)	Yes	Edition 2, Rev 0, Mar 2009
R113	Sprayed Bituminous Surfacing (with Fibre Reinforcement)	Yes	Edition 2, Rev 0, Mar 2009
R116	Heavy Duty Dense Graded Asphalt	Yes	Edition 8, Rev 4, July 2013
R119	Open Graded Asphalt	Yes	Edition 1, Rev 2, Jan 2012
R121	Stone Mastic Asphalt	Yes	Edition 3, Rev 0, Jul 2013
R123	Thin Open Graded Asphalt Surfacing	Yes	Edition 2, Rev 0, Nov 2009
R131	Guide Posts	Yes	Edition 4, Rev 1, Apr 2009
R132	Safety Barrier Systems	Yes	Edition 3, Rev 3, Feb 2012
R141	Pavement Marking	Yes	Edition 6, Rev 6, Jun 2013
R142	Retroreflective Raised Pavement Markers	Yes	Edition 4, Rev 6, Jun 2013
R143	Signposting	Yes	Edition 4, Rev 3, Aug 2012
R145	Pavement Marking (Performance-Based)	No	Edition 2, Rev 5, Jun 2013
R151	Street Lighting	Yes	Edition 4, Rev 1, Sept 2013
R152	Emergency Telephones	Yes	Edition 3, Rev 0, Apr 2009
R153	Tunnel and Underpass Main Switchboard, Distribution Boards and Control Panels	Yes	Edition 1, Rev 1, Oct 2009
R154	Tunnel and Underpass Electrical Services	Yes	Edition 1, Rev 1,

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
	Works		Oct 2009
R158	Road Tunnel and Underpass Lighting	Yes	Edition 1, Rev 1, Oct 2009
R173	General Concrete Paving	Yes	Revision 2, Rev 2, Aug 2003
R178	Vegetation	Yes	Edition 5, Rev 4, Aug 2008
R179	Landscape Planting	Yes	Edition 1, Rev 1, Aug 2009
R201	Fencing (including model drawings)	Yes	Edition 4, Rev 5, Apr 2013
R271	Design & Construction of Noise Walls	Yes	Edition 2, Rev 2, May 2012
R421	Measurement of Longitudinal Line Markings by Mobile Reflectometer.	Yes	Edition 1, Rev 0, Jul 2010
R422	Measurement of Roughness, Rutting and Texture by Laser Profilometer	No	Edition 1, Rev 2, Oct 2013
R423	Measurement of Surface Friction by Sideways force Coefficient Routine Investigation Machine (SCRIM)	No	Edition 1, Rev 1, Oct 2013
R424	Measurement of Surface Cracking by Road Crack	No	Edition 1, Rev 0, Oct 2013
R425	Measurement of Deflection by Falling Weight Deflectometer (FWD)	No	Edition 1, Rev 4, Oct 2013
R426	Measurement of Traffic Volume and Classification at permanent Installations	No	Edition 1, Rev Draft 1, Feb 2008
Bridgeworks Specifications			
B80	Concrete work for Bridges	Yes	Edition 6, Rev 5, Jul 2013
B82	Shotcrete Work	Yes	Edition 2, Rev 3, Aug 2011
B204	Welding of Bridges and Other Road Structures	Yes	Edition 2, Rev 1, Feb 2007
B220	Protective Treatment of Bridge Steelwork.	Yes	Edition 3, Rev 2, Apr 2012
B240	Supply of Bolts Nuts Screws and Washers	Yes	Edition 5, Rev 0, Jun 2012
B241	Manufacture and Supply of Minor Steel Items	Yes	Edition 4, Rev 2, Sept 2012
B242	Manufacture and Supply of Aluminium Barriers	Yes	Edition 3, Rev 0,

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
			Jun 2009
B245	Fabrication of Aluminium Structural Members	Yes	Edition 3, Rev 0, May 2009
B246	Manufacture and Supply of Minor Aluminium Items	Yes	Edition 3, Rev 0, May 2009
B264	Erection of Barrier Railings and Minor Components	Yes	Edition 3, Rev 1, Jun 2009
B280	Unreinforced Elastomeric Bearing Pads and Strips	Yes	Edition 4, Rev 1, Apr 2012
B281	Laminated Elastomeric Bearings	Yes	Edition 4, Rev 2, Apr 2012
B282	Pot Bearings – Structural Steel	Yes	Edition 4, Rev 2, Apr 2012
B283	Pot Bearings – Stainless Steel	Yes	Edition 4, Rev 0, Oct 2005
B310	Compression Seal Expansion Joints	Yes	Edition 5, Rev 1, Apr 2012
B312	Cold Applied Elastomeric Joint Sealants	Yes	Edition 4, Rev 1, Apr 2012
B315	Elastomeric Strip Seal Expansion Joints	Yes	Edition 4, Rev 1, Apr 2012
B316	Modular Bridge Expansion Joints	Yes	Edition 2, Rev 1, Jun 2005
B318	Bonded Metal-Elastomer Expansion Joints	Yes	Edition 2, Rev 0, Aug 2008
B319	Proprietary Aluminium Expansion Joints	Yes	Edition 1, Rev 0, Jun 2008
B341	Demolition of Existing Structure	Yes	Edition 2, Rev 0, Apr 2012
B344	Sprayed Bituminous Waterproofing Membrane for Concrete Bridge Decks	Yes	Edition 2, Rev 4, Oct 2012
B345	Supply of Bridge Nameplates	Yes	Edition 3, Rev 2, Apr 2012
B349	Supply of Precast Concrete Noise Walls (Not Pretensioned)	Yes	Edition 1, Rev 0, Mar 2012
B350	Underwater Bridge Inspections	Yes	Edition 1, Rev 0, Apr 2009
B381	Design, Supply and Installation of Pedestrian Bridge Lifts	Yes	Edition 1, Rev 0, Nov 2012
Material Specifications			

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
3051	Granular Base and Subbase Materials for Surfaced Road Pavements	Yes	Edition 6, Rev 2, Apr 2011
3151	Cover Aggregate for Sprayed Bituminous Surfacing	Yes	Edition 10, Rev 0, May 2009
3201	Concrete Supply for Maintenance	Yes	Edition 4, Rev 0, Nov 2012
3202	Wax Emulsion Concrete Curing Compound	Yes	Edition 6, Rev 0, Feb 2009
3204	Preformed Joint Fillers for Concrete Road Pavements and Structures	Yes	Edition 3, Rev 0, Feb 2009
3211	Cements, Binders and Fillers	Yes	Edition 4, Rev 6, Nov 2012
3221	Roller Compacted Concrete	Yes	Edition 1, Rev 1, Jan 2009
3252	Polymer Modified Binder	Yes	Edition 10, Rev 0, Jul 2009
3253	Bitumen for Pavements	Yes	Edition 12, Rev 1, Feb 2009
3254	Bitumen Emulsion	Yes	Edition 9, Rev 0, May 2009
3256	Comminuted Scrap Rubber	Yes	Edition 6, Rev 0, May 2011
3258	Aggregate Precoating Agent (for Bitumen)	Yes	Edition 8, Rev 0, Jul 2009
3259	Bitumen Adhesion Agent (for Bitumen)	Yes	Edition 9, Rev 0, Jul 2009
3261	Cutback Bitumen	Yes	Edition 9, Rev 0, Apr 2009
3266	Coldmix Asphalt	Yes	Edition 5, Rev 0, Sept 2009
3268	Aggregate Precoating Agent (for Polymer Modified Binder)	Yes	Edition 5, Rev 0, Jul 2009
3269	Bitumen Adhesion Agent (for Polymer Modified Binder)	Yes	Edition 5, Rev 0, Jul 2009
3351	Road Marking Paint	Yes	Edition 4, Rev 0, Jul 2009
3353	Glass Beads (for Application to Road Marking Materials)	Yes	Edition 7, Rev 1, Jul 2009
3354	Adhesives for Raised Pavement Marker Installation	Yes	Edition 5, Rev 0, Apr 2009
3359	Profile Thermoplastic Road Marking Material	Yes	Edition 3, Rev 0,

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Number	Name	Available on RMS website	Rev (as of 4 Oct 2013)
			Apr 2009
3360	Two Part Cold Applied Road Marking Material	Yes	Edition 3, Rev 0, Jul 2009
3385	Barrier Boards	Yes	Edition 3, Rev 0, Apr 2009
3400	Manufacture and Delivery of Road Signs	Yes	Edition 8, Rev 2, Apr 2013
3412	Supply of Guide Posts Non-Timber	Yes	Edition 2, Rev 0, Apr 2009
3553	Seamless Tubular Filter Fabric	Yes	Edition 3, Rev 0, Apr 2011
3555	Subsurface Drainage Pipe (Slotted and Unslotted Fibre- reinforced Concrete)	Yes	Edition 4, Rev 0, Apr 2011
Other RMS Policy and Guidance Documents			
PN 158	Bridge Inventory inspection and condition rating policy	No	Version 2, Feb 2011
BIPM 01	Bridge Inspection Procedure (June 2007)	No	Second Edition, June 2007
IAM-POL-106	Acceptance of Infrastructure Assets for Ongoing Management (Policy)	No	Draft, 15 March 2013
ILC-GEN-TP4-120	Asset Acceptance Procedure	No	Draft, 4 June 2013
ILC-GEN-TP4-120-G01	Asset Information	No	Draft, 4 June 2013
ILC-GEN-TP4-120-V01	Asset Acceptance Report	No	Issued in e-data room 5 June 2013
ILC-GEN-TP4-120-F01	Asset Information Template	No	Issued in e-data room 5 June 2013
MM-00-05	Business rules for the development and management of the slope stability remediation program	No	Version 1, Jan 2003
ILC-AM-TPI-601	Managing geotechnical slope structures	No	Issue 5, Jun 2008
ILC-AM-TPI-607	draft Slope Asset Management Policy	No	Version 1.7
Nov-2001	Guide to Slope Risk Analysis	No	Version 3.1, Nov 2011
	URS "Report on Slope Risk Management Plans for Various Sites in the Sydney Region - Stage 1"	No	Volume 1, Jun 2009
Draft 1.2	Procedures Manual for Structural Integrity Inspection and Condition Assessment of Traffic Asset Structures	No	Draft 1.2, Dec 2009

Appendix 8 Schedule of RMS Traffic Management Technical References

8.1.1 RMS Supplements can be accessed as detailed below.

a) Austroads Traffic and Safety Supplements

www.rta.nsw.gov.au/doingbusinesswithus/ausroadsguides/index.html

b) Australian Standards Supplements

www.rta.nsw.gov.au/doingbusinesswithus/guidelines/trafficstandardssups.html

8.1.2 RMS Traffic Manuals and Technical Directions can be accessed as detailed below.

a) RMS Traffic Manuals – Register and Document Location

www.rta.nsw.gov.au/doingbusinesswithus/guidelines/documentregister/techmanualscurrent.html

www.rta.nsw.gov.au/doingbusinesswithus/downloads/technicalmanuals/technicalmanuals_dll.html

b) RMS Traffic Technical Directions – Register and Document Location

www.rta.nsw.gov.au/doingbusinesswithus/guidelines/documentregister/techdirectionscurrent.html

www.rta.nsw.gov.au/trafficinformation/downloads/tmdirections_dll.html

c) RMS Safety Technical Directions and Guidelines – Document Location

www.rta.nsw.gov.au/roadsafety/downloads/roadsafetytechnicaldirections_dll.html

www.rta.nsw.gov.au/roadsafety/downloads/road_safety_audit_practices.html

8.1.3 RMS traffic signs database can be accessed as detailed below.

www.rta.nsw.gov.au/cgi-bin/index.cgi?action=searchtrafficsigns.form

Document List (as at 30/5/2013)

Subject	Reference	Date of original issue	Date of last electronic update
Austroads Guide to Traffic Management Supplements	Part 1 (Version 1.1) Part 2 (Version 1.1) Part 3 (Version 1.1) Part 4 (Version 1.1) Part 5 (Version 1.1) Part 6 (Version 1.1) Part 7 (Version 1.1) Part 8 (Version 1.1) Part 9 (Version 1.1) Part 10 (Version 1.0) Part 11 (Version 1.0) Part 12 (Version 1.0) Part 13 (Version 1.0)		
Australian Standards	Australian Standard AS1742 (Version 1.4) Australian Standard AS1743 (Version 1.1)		

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Subject	Reference	Date of original issue	Date of last electronic update
	Australian Standard AS 2890 (Version 1.1)		
Manuals			
Bike Plan, How to Prepare a	RMS 12.595	Nov '12 (Version 2.0)	
Buses - Route Assessment for 14.5 metre Buses	TTT-044	Nov '98 (Version 2.0)	
Delegation to Councils for the Regulation of Traffic (including the operation of Traffic Committees), A Guide to the	RTA/Pub 06.358	Nov '06 (Version 1.0)	Mar '09 (Version 1.3)
Delineation (19 Sections + Appendix)	RTA/Pub 08.091	Apr '08	Nov '12 (Sections 7, 9 & 13)
Filming Projects - Guidelines for parking and road closures	RTA/Pub 09.126	Apr '09	
NSW Bicycle Guidelines	RTA/Pub 03.286	Nov '03 (Version 1.0)	Jul '05 (Version 1.2)
Parking		[Yet to be released]	
Pay Parking	Pub 12.002	Mar '12 (Version 4.0)	
Pedestrian Access and Mobility Plan, How to Prepare a	RTA/Pub 02.024	Mar '02	
Permit Parking	RMS 12.225	Nov '12 (Version 3.0)	
Restricted Parking Areas	RTA/Pub 03.118	Jun '03 (Version 2.0)	
RTA Traffic Management Document Reference List	RTA/Pub 11.163	Apr '11 (Version 1.0)	Jun '11 (Version 1.1)
Tourist Signposting	RMS 12.029	Feb '12 (Version 4.0)	
Traffic Control at Work Sites	RTA/Pub 10.164	Jun '10 (Version 4.0)	Jul '10 (Version 4.0 Issue 2)
Traffic Modelling Guidelines	RMS 13.184	Feb '13	

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Subject	Reference	Date of original issue	Date of last electronic update
Traffic Signal Design (16 Sections + 7 Appendices)	RTA/Pub 08.092	Feb '08 (Initial Sections) Aug '08 (Remaining Sections)	Aug '12 (Sections 5, 8, 9, 11, 14 & 15 and Appendix D) Mar '13 (Appendix D)
Traffic Signal Operation Specifications	Various	May '09	Jun '10
RTA-TC-106		Oct '91 (Version 1.0)	Apr '10 (Version 1.3)
Technical Directions			
TD 93/21	Requirements for Design of RTA Road Lighting Installations	Nov '03	
TM P98/3	Advertising on RTA Infrastructure	Aug '98	
TD 98/7	Use of Waterborne Paints	Jun '98	
TD 98/13	Route Assessment for 14.5 metre Buses	Nov '98	
TM P99/2 (Supplements P98/3)	Advertising on RTA Infrastructure	Apr '99	
TM P99/4	Bicycle Policy (Maintenance Work), RTA	Oct '99	
TM P99/6	Significant Roadside Environment Area Signs	Dec '99	
TM P00/1	Bicycle Policy (Grates), RTA	Jan '00	
TD 2000/6	Shared Zone Signs	May '00	
TDT 2001/04a	Use of Traffic Calming Devices as Pedestrian Crossings	Jun '01	May '11
TDT 2001/06a	AUTOTURN Swept Path Computer Program - RTA Policy	Sep '01	Nov '01
TDT 2002/04	How to Prepare a Pedestrian Access and Mobility Plan	Mar '02	
TDT 2002/12c	Stopping and Parking Restrictions at Intersections and Crossings	Aug '02	Oct '11
TDT 2003/03	Traffic Light Inventory - RTA Policy	Jun '03	
TDT 2003/04	Traffic Facilities Inventory - RTA Policy	Jun '03	
TDT 2003/05	Restricted Parking Areas	Jun '03	
TDT 2003/08	NSW Bicycle Guidelines	Dec '03	
TDT 2004/01a	Use of Class 1 Retroreflective Sheeting on Roadworks Signs	Mar '04	Apr '04
TDT 2004/02	Motor Bike Parking	Mar '04	
TDT 2005/01	Planning Guidelines for Walking and Cycling	Mar '05	
TDT 2005/02b	Location and Placement of Variable Message Signs (VMS)	Mar '05	Dec '08
TDT 2006/01	Design Vehicles and Turning Path Templates	Feb '06	
TDT 2006/05	Signposting for Temporary Rural Road Closures	Sep '06	
TDT 2006/07	A Guide to the Delegation to Councils for the Regulation of	Nov '06	

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Subject	Reference	Date of original issue	Date of last electronic update
	Traffic (including the operation of Traffic Committees)		
TDT 2007/01	Use of Fluorescent Material for Road Signs	Jan '07	
TDT 2007/04	Guidelines for the Implementation of On-street Car Share Parking	Sep '07	
TDT 2008/01	Use of Portable Variable Message Signs with Radar Speed Indicators	Sep '08	
TDT 2008/03	Use of Traffic Management Equipment on Multi-function Poles	Sep '08	
TDT 2008/04a	Land Use Development Assessment - RTA Guidelines	Dec '08	Jul '09
TDT 2008/06	Guidelines for the Use of 'No Stopping Taxis Excepted 1 Minute Limit' Zones and Signposting	Dec '08	
TDT 2009/03b	Implementation of New Intersection Layout at Traffic Signals	May '09	Oct '09
TDT 2009/04	Use of Type Approved Illuminated Flashing Arrow Signs	Jun '09	
TDT 2009/06	Bicycle Storage Areas and Advanced Bicycle Stop Lines	Jul '09	
TDT 2009/07	Police Speed Enforcement or Presence on RTA Work Sites	Aug '09	
TDT 2010/01	Traffic Control at Work Sites Training	Feb '10	
TDT 2010/02	Use of Prefabricated Detector Loops	Apr '10	
TDT 2010/03	Traffic Control At Work Sites	Jul '10	
TDT 2010/04	Guidelines for the Selection of Bus Priority Enforcement Camera Sites	Oct '10	
TDT 2010/05	Signposting of Truck Parking Areas and Bus Parking Areas on Freeways/Motorways	Nov '10	
TDT 2010/06	Use of Ground Mounted Controllers for Pedestrian or Small Traffic Signal Sites	Nov '10	
TDT 2010/07	Use of Variable Message Signs (VMS) - RTA Policy	Dec '10	
TDT 2011/01a	Pedestrian Refuges	May '11	Jun '11
TDT 2011/02	Use of Portable Speed Hump Devices	May '11	
TDT 2011/03	Communication Modems for Traffic Control Signals	May '11	
TDT 2011/04	Implementation of Revised Pavement Marking Layouts	May '11	
TDT 2011/06	Use of Uninterrupted Power Supply for Traffic Signals	May '11	
TDT 2011/07	Attachment of Equipment to Traffic Facilities Assets	May '11	
TDT 2011/08	Use of Type Approved Portable Variable Message Signs	Jun '11	
TDT 2011/10	Prequalified retro-reflective raised pavement markers	Nov '11	
TDT 2012/01	Economic Analysis of Traffic Management Projects when using Sidra or Paramics	Jul '12	
TDT 2012/02	Economic Analysis of Variable Message Signs	Jul '12	
TDT 2012/03	Economic Analysis of Closed Circuit Television Cameras	Jul '12	
TDT 2012/04	Footway Parking Schemes	Aug '12	
TDT 2012/05	Pedestrian Bridge Eligibility & Prioritisation Assessment	Sep '12	

Stewardship Maintenance Contract (SMC) – Sydney – SMC Services Requirements

Subject	Reference	Date of original issue	Date of last electronic update
TDT 2012/06	Approved Retroreflective Sheeting Materials for Road Signs	Sep '12	
TDT 2012/07	Installation of Light Emitting Diode (LED) Traffic Signal Lanterns	Sep '12	
TDT 2012/08	Approval Requirements for New Traffic Assets	Sep '12	
TDT 2012/09	Pavement Depth for Vehicle & Bicycle Loop Detectors	Sep '12	
TDT 2012/10	Energy Management for New Traffic Assets	Sep '12	
TDT 2013/01	Management of changes to a road name for a State Road in NSW	Jan '13	
TDT 2013/02	Management of changes to the Alphanumeric (MAB) Route Marking system in NSW	Jan '13	
TDT 2013/03	Revised Traffic Signal Cable Installation and Connection	May '13	
TDT 2013/04	Guide to Traffic Generating Developments Updated traffic surveys	May '13	

SCHEDULE 3
COMMERCIAL FRAMEWORK

Stewardship Maintenance Contracts (SMCs) – Sydney

Schedule 3 – Commercial Framework

30 October 2013

Contents

1	Introduction.....	5
1.1	Purpose of this document.....	5
2	Payment types	6
2.1	Overview	6
2.2	Priced Component.....	7
2.3	Target Cost	7
2.4	Cost Plus.....	8
2.5	Negotiated Terms.....	8
2.6	Contingency and Escalation	8
2.7	Use of unit rates	9
2.8	Efficiency Commitment.....	9
2.9	Evolution of commercial arrangements.....	10
3	Performance-based arrangements	11
3.1	Overview	11
3.2	Cost outcomes of FWPs and SPPs	11
3.3	Performance Adjustment and Incentive	11
4	Adjustments to Commercial Arrangements.....	15
4.1	Overview	15
4.2	Change Benchmarking Guide	15
4.3	Development of Forward Works Programs.....	15

Appendices

Appendix 1	Reimbursable Costs	17
Appendix 2	Excluded Costs.....	20
Appendix 3	Inclusions to Margin.....	21
Appendix 4	Worked Examples of Commercial Framework.....	23
Appendix 5	Change Benchmarking Guide	25

Definitions

Defined terms used in this document have the same meaning as those used in the Stewardship Maintenance Contract document.

List of Abbreviations

CP	Cost Plus
FWP	Forward Works Program
NT	Negotiated Terms
OPS	Overall Performance Score
PC	Priced Component
RFP	Request for Proposal
RMCR	Road Maintenance Contestability Reform
RMS	Roads and Maritime Services
SMC	Stewardship Maintenance Contract
SPP	Special Project Proposal
TC	Target Cost
TMC	Transport Management Centre

I Introduction

I.1 Purpose of this document

- I.1.1 The purpose of this document is to set out the overarching Commercial Framework under which the Stewardship Maintenance Contract (SMC) will operate. This document sets out the commercial arrangements that seek to align the commercial interests of the Service Provider with the RMS Objectives and the Stewardship Principles. If the interests of RMS and the Service Provider are aligned, then better outcomes should be achievable in the performance of the Services.
- I.1.2 This Commercial Framework:
- a) defines how payments to the Service Provider will be structured;
 - b) defines how the performance assessment will impact payments made to the Service Provider; and
 - c) describes the key commercial principles that the Services Provider must adhere to in performing the Services.
- I.1.3 The objectives of this Commercial Framework are to:
- a) allocate performance and cost risk to the party best able to bear and manage the risk;
 - b) correlate the level of Margin payable with the level of risk taken;
 - c) align payment arrangements with the desired behaviour for the Service Provider; and
 - d) provide incentives for the Service Provider to:
 - (i) perform the Services in a manner consistent with the Stewardship Principles; and
 - (ii) achieve the RMS Objectives and the outcomes specified in the Forward Works Program Brief.

2 Payment types

2.1 Overview

- 2.1.1 In return for performing the Services under FWP's and SPP's, RMS will pay the Service Provider under four proposed payment types:
- Priced Component (PC)** applies in situations where the scope and costs can be well defined and where the risk of cost performance is best allocated to the Service Provider. This arrangement is also suitable where opportunities for productivity improvements are likely to be relatively small;
 - Target Cost (TC)** with painshare / gainshare, applied in situations where scope and costs can be reasonably well defined but where there are potential risks and opportunities that are best shared by RMS and the Service Provider;
 - Cost Plus (CP)** only to be applied in limited circumstances where scope or costs cannot be reasonably foreseen or forecast, and/or where an alternative payment structure may encourage misaligned behaviours between RMS and the Service Provider in the provision of high risk or critical Services; or
 - Negotiated Terms (NT)** applies where there are Services to be provided that cannot suitably be delivered under the other three arrangements.
- 2.1.2 Payment types are based on the principle that where the Service Provider takes less risk, the Margin that it receives will be lower.
- 2.1.3 In addition, payments made by RMS will be subject to a Performance Adjustment based on measured performance as outlined in Section 3.
- 2.1.4 An indicative comparison of the risk allocation of the first three payment types is shown in Figure 1 below. The payment types are discussed in more detail in the following sections.

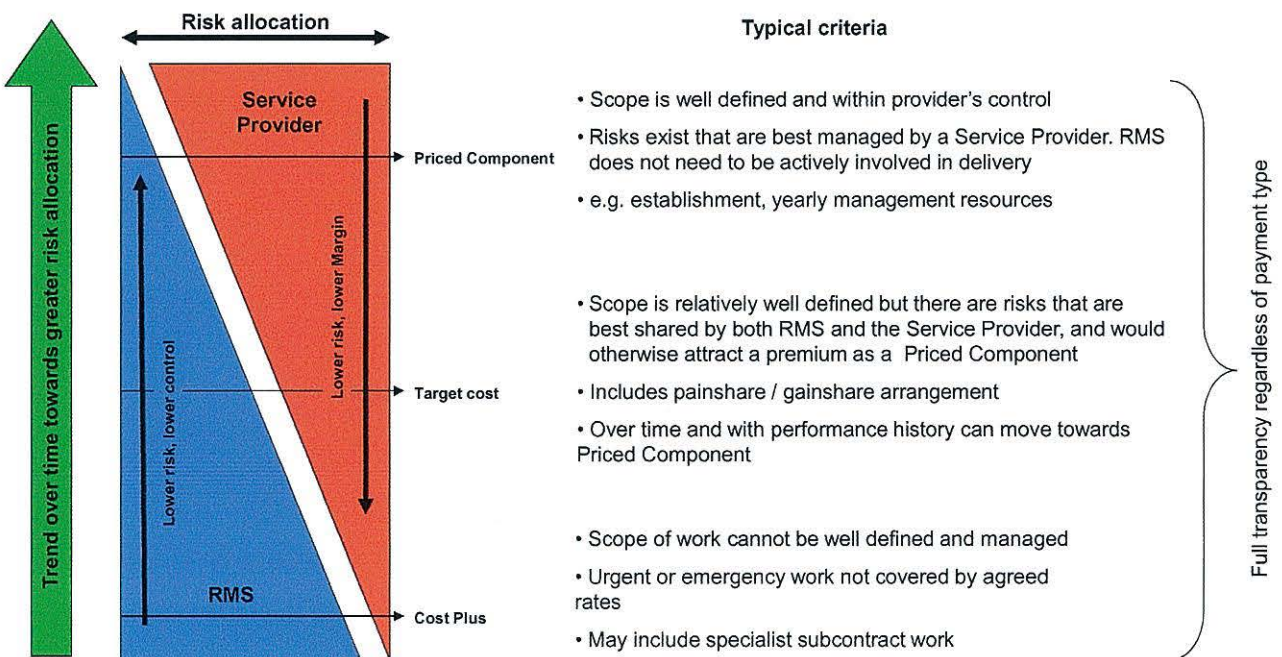


Figure 1 Comparison of payment types

2.2 Priced Component

- 2.2.1 RMS will specify in the Forward Works Program Brief the elements of the Services that will be priced and paid for on a Priced Component basis. For elements of the Services that are carried out on this basis, RMS will pay the Service Provider the agreed amount for the element of the Services, regardless of the actual costs incurred by the Service Provider. In practical terms, this means that the Service Provider assumes all pricing risk, will bear the full cost of any overruns, and will gain the full benefit of any underruns.
- 2.2.2 For elements of the Services that are carried out on a Priced Component basis, the amount payable will be calculated as the sum of:
- a) The agreed estimate of Reimbursable Costs for the relevant elements of the Services, which should include a provision for contingency; and
 - b) Margin calculated by multiplying the appropriate Margin Rates by the price for the relevant element of the Services, agreed at the time of setting the Priced Component.
- 2.2.3 RMS intends that Services will be priced and paid for on a Priced Component basis where one or more of the following criteria apply:
- a) The scope of the Services is well defined and/or the Services can be clearly specified on a performance basis which is within the Service Provider's control to manage;
 - b) The cost risks associated with the Services are best managed by the Service Provider; and/or
 - c) There is little or no need for RMS to directly influence the delivery of the Services.

2.3 Target Cost

- 2.3.1 RMS will specify in the Forward Works Program Brief the elements of the Services that will be priced and paid for on a Target Cost basis. For elements of the Services that are carried out on this basis, RMS will pay the Service Provider:
- a) The actual costs reasonably and properly incurred by the Service Provider that are Reimbursable Costs, not including any Excluded Costs, as adjusted in accordance with paragraph 2.3.2; and
 - b) Margin calculated by multiplying the appropriate Margin Rates by the estimate of Reimbursable Costs for the relevant element of the Services, agreed at the time of setting the Target Cost.
- 2.3.2 For all elements of the Services carried out on a Target Cost basis a painshare / gainshare regime will apply as follows:
- a) Where Services are carried out under a TC arrangement, then the actual cost will be compared with the agreed estimate of the Reimbursable Costs and any overruns or underruns will be shared between RMS and the Service Provider, or allocated to the Performance Incentive Pool, on the following basis.
 - (i) **Gainshare**
 - RMS – 50%
 - Service Provider – 25%
 - Contribution to Performance Incentive Pool – 25%
 - (ii) **Painshare**
 - RMS – 50%
 - Service Provider – 50%
 - b) For the purposes of calculating the painshare / gainshare on TC arrangements, all Services performed under a TC arrangement as part of a FWP and any SPPs completed during a Contract Year will be aggregated for the purposes of the calculation.

- c) Painshare and gainshare will be calculated and paid annually, along with contributions to the Performance Incentive Pool (refer Section 3.3).

2.3.3 RMS intends that Services will be priced and paid for on a Target Cost basis where one or more of the following criteria apply:

- a) The scope of the Services is relatively well defined but there are risks which are best managed by both RMS and the Service Provider, and/or risks which would otherwise attract a premium if delivered as a Priced Component; and/or
- b) There are opportunities for improvement in the productivity and performance of the Services, particularly through collaboration between RMS and the Service Provider.

2.4 Cost Plus

2.4.1 RMS will specify in the Forward Works Program Brief the elements of the Services that will be priced and paid for on a Cost Plus basis. For elements of the Services that are carried out on this basis, RMS will pay the Service Provider:

- a) The actual costs reasonably and properly incurred by the Service Provider that are Reimbursable Costs; and
- b) Margin calculated by multiplying the appropriate Margin Rates by the actual costs incurred that are Reimbursable Costs for the relevant element of the Services.

2.4.2 RMS intends that Services will be priced and paid for on a Cost Plus basis where one or more of the following criteria apply:

- a) The scope and risk in the Services is not well defined;
- b) The Services are unforeseen and/or need to be carried out on an urgent basis (for example to manage emergencies on the road network);
- c) The Services need to be directed by RMS or another third party such as the Traffic Management Centre (TMC); and/or
- d) The use of an alternative payment type may result in a situation where the commercial outcomes for the Service Provider being significantly misaligned with the intended outcomes of the SMC.

2.5 Negotiated Terms

2.5.1 It may be necessary for the parties to negotiate and agree other payment arrangements for particular elements of the Services. Typically, the payment terms will fall into the above categories of Priced Component, Target Cost or Cost Plus. However, other arrangements may be negotiated and agreed as required.

2.5.2 Examples of situations where this may be required include where:

- a) There are Services for which the type of work to be performed is well defined but the quantum is not. In this case, payment may be based on an agreed fixed “output” unit rate multiplied by the actual quantum of work performed.
- b) There is a Special Project Proposal (SPP) to be performed by a specialist or nominated (sub)contractor and there is benefit in the Service Provider managing or coordinating the project. To the extent that the time and management effort of the project is able to be defined and is within the Service Provider’s control then the cost of the specialist (sub)contractor may be delivered on a CP or TC arrangement or may be contracted directly to RMS, with the direct management costs paid on a PC basis.

2.6 Contingency and Escalation

2.6.1 In preparing a FWP or SPP, the Service Provider must make appropriate provision for contingencies for risk & opportunity and for cost escalation.

- 2.6.2 For each FWP or SPP the Service Provider, with assistance from RMS, will prepare a Risk Management Plan including a detailed risk & opportunity register and treatment plans for the delivery of the corresponding Services.
- 2.6.3 The Risk Management Plan is to serve as a management tool - it will not qualify the Service Provider's proposal. For the avoidance of doubt, where a PC or TC payment type is used, the emergence of new risks or the incorrect estimation of risk parameters will not give grounds for an adjustment to the PC or TC.
- 2.6.4 Residual risks will typically be allocated (for example in a PC arrangement) or shared (e.g. in a TC arrangement). Notwithstanding the payment type adopted, RMS and the Service Provider may agree to share or allocate any particular risk (including a broad type or class of risk). This will be documented in a specific Change Benchmark Guide (refer also Section 4.2).
- 2.6.5 For all residual risks with a commercial consequence, RMS and the Service Provider will calculate and agree an appropriate assessment of cost, which may be expressed in terms of both likelihood and range of consequences.
- 2.6.6 For any Services delivered under a PC or TC arrangement, RMS and the Service Provider will use the agreed risk assessment to develop and agree an appropriate contingency allowance. The contingency allowance is not intended to provide substantive coverage against all risks but is intended to provide an appropriate target for driving efficiency through exercising opportunities and managing risks.
- 2.6.7 In addition to contingency, RMS and the Service Provider will agree an appropriate allowance for escalation. In so doing, regard shall be made to both historical and forecast escalation of input costs, including wherever possible pre-agreed future increases.
- 2.6.8 Assumptions developed in preparing estimates are for information and do not qualify the Service Provider's pricing for a FWP or SPP. The contingency allowance will be used to manage errors and variances in pricing assumptions. If and where the parties have agreed to specifically exclude any particular risk or item of scope from a proposal it will be documented in the Change Benchmarking Guide or as a specific exclusion in the SPP or FWP.

2.7 Use of unit rates

- 2.7.1 The unit rates set out in the Reference Pricing Schedule may be classified as follows:
- a) "Input" unit rates which set out the cost of providing a particular input to the Services, for example labour and plant rates;
 - b) "Output" unit rates which set out the cost of providing a particular output e.g. a rate per square metre for pavement resurfacing.
- 2.7.2 These unit rates must be used for preparing estimates of the cost of the Services.
- 2.7.3 The unit rates set out in the Reference Pricing Schedule will apply for each Works Period and may be adjusted by agreement as part of the process for the developing the Forward Works Program.

2.8 Efficiency Commitment

- 2.8.1 The Service Provider has undertaken to reduce the cost of providing the Services, in real dollars, by a tendered percentage which will apply to Services performed in each Works Period following the Initial Works Period (the Efficiency Commitment).
- 2.8.2 The Service Provider must provide pricing for Services which accounts for this Efficiency Commitment, and must demonstrate to RMS how the Efficiency Commitment is accounted for in its pricing. By default this will be a simple application of the committed percentage reduction to the output rates (after adjustment for escalation, if applicable) and applicable labour and plant productivity rates used in its estimates.
- 2.8.3 Alternatively, the Service Provider may otherwise demonstrate that it has reduced the overall cost of the Services e.g by:
- a) Offsetting any applicable cost escalation by the Efficiency Commitment;

- b) Applying varying percentage changes in individual rates but such that the Efficiency Commitment is achieved in the aggregate price for performing the Services; and/or
- c) Otherwise demonstrating and assuring that equivalent outcomes will be achieved for reduced expenditure.

2.9 Evolution of commercial arrangements

- 2.9.1 Over time, and as the Service Provider gains better knowledge and becomes more efficient in the performance of the Services, it is recognised that it will be more difficult for the Service Provider to gain the benefit of productivity improvements for Services performed as a TC.
- 2.9.2 In keeping with the objectives of the SMC, it is intended that the payment types will move towards a greater transfer of risk to the Service Provider over time.
- 2.9.3 Figure 2 below sets out an indicative guide for how the payment types may change over the Contract Term.

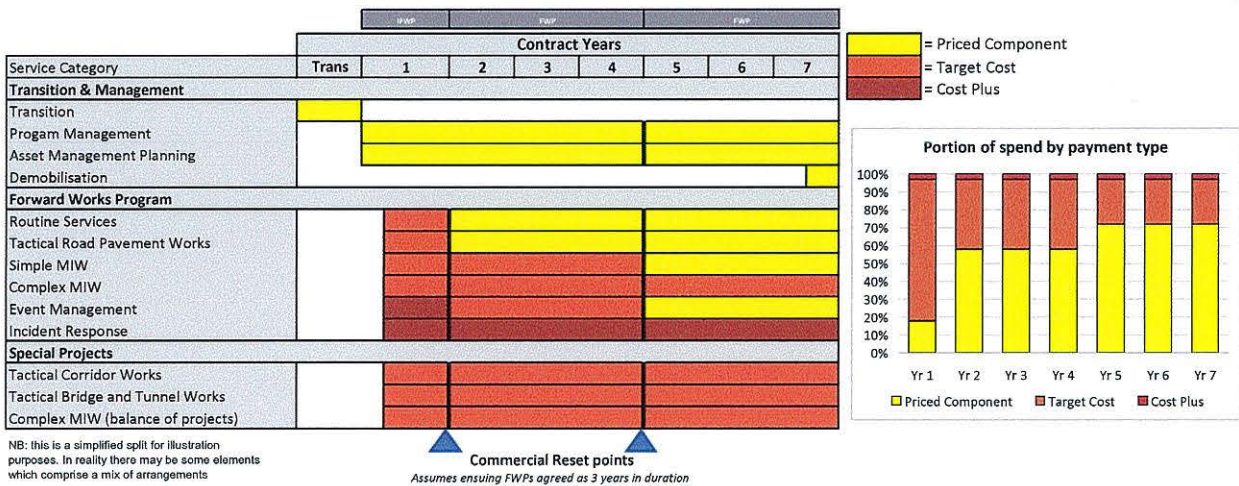


Figure 3 Risk transfer by payment type over the Contract Term

3 Performance-based arrangements

3.1 Overview

- 3.1.1 RMS wishes to encourage the Service Provider to provide outstanding performance in meeting the RMS Objectives outcomes contemplated by the Forward Works Program Brief, and in particular RMS wishes to encourage the Service Provider to assume the role of “steward” of the road network and carry out the Services in a manner consistent with the Stewardship Principles.
- 3.1.2 To this end, the SMC includes for commercial outcomes to be linked to performance by the following mechanisms:
- Through shared or allocated savings or overruns on cost outcomes on FWP and SPPs;
 - Through a Performance Adjustment to the Service Provider's Margin, dependent on the Service Provider's performance against specified outcomes for Services across the FWP and SPPs; and
 - Through opportunities to perform additional Services such as SPPs.
- 3.1.3 The objective of the incentive arrangements is to align the outcomes of RMS and the Service Provider such that the commercial outcomes for the Service Provider are linked to the commercial and non-commercial outcomes for RMS.

3.2 Cost outcomes of FWPs and SPPs

- 3.2.1 Depending on the payment type adopted for elements of the Services, the risk in the commercial outcomes of FWPs and SPPs will be shared or allocated as follows:
- For Price Component (PC) arrangements, all cost risk will be allocated to the Service Provider;
 - For Target Cost (TC) arrangements, the risk will be shared between RMS and the Service Provider under the “painshare / gainshare” arrangement contemplated by section 2.3.2; or
 - For Cost Plus (CP) arrangements, all cost risk will be allocated to RMS.

3.3 Performance Adjustment and Incentive

- 3.3.1 In addition to the measurement of cost outcomes within a FWP or SPP, RMS and the Service Provider will measure the Service Provider's performance against the Performance Framework.
- 3.3.2 The performance outcomes for FWPs and SPPs will be determined and agreed in accordance with the Performance Framework using an Overall Performance Score (OPS). If the parties are unable to agree on the KPI Scores and KRA Scores comprising the OPS, these will be determined by RMS.
- 3.3.3 Within 30 Business Days of the end of each Contract Year, RMS will determine the Performance Adjustment which will be calculated as follows:

Step 1 – Determination of the Overall Performance Score for the Contract Year

The Overall Performance Score for each Contract Year will be determined in accordance with the Performance Framework. If:

- The OPS \leq 70, a negative Performance Adjustment will apply calculated in accordance with Steps 2 and 3;
- The OPS $>$ 70, a positive Performance Incentive may apply calculated in accordance with Steps 4 and 5.

Step 2 – Calculation of the Margin At Risk

The Margin At Risk for each Contract Year will be calculated in accordance with the following formula.

Margin At Risk = Total Margin x Percentage at Risk

Where:

Total Margin = The total Margin paid to the Service Provider in respect of the Services for the relevant Contract Year across all Payment Types following the application of pain/gain to the total margin for the contract year.

Percentage at Risk = 75%

Step 3 – Determination of the Performance Adjustment (OPS ≤ 70)

The Performance Adjustment for each Contract Year where the OPS ≤ 70 will be determined in accordance with the table set out below.

OPS (Contract Year)	Performance Adjustment (\$ Amount)
0 < OPS < 30	Margin At Risk
30 < OPS < 70	$(1 - 2.5 \times (OPS/100 - 0.3)) \times \text{Margin At Risk}$
OPS=70	Nil

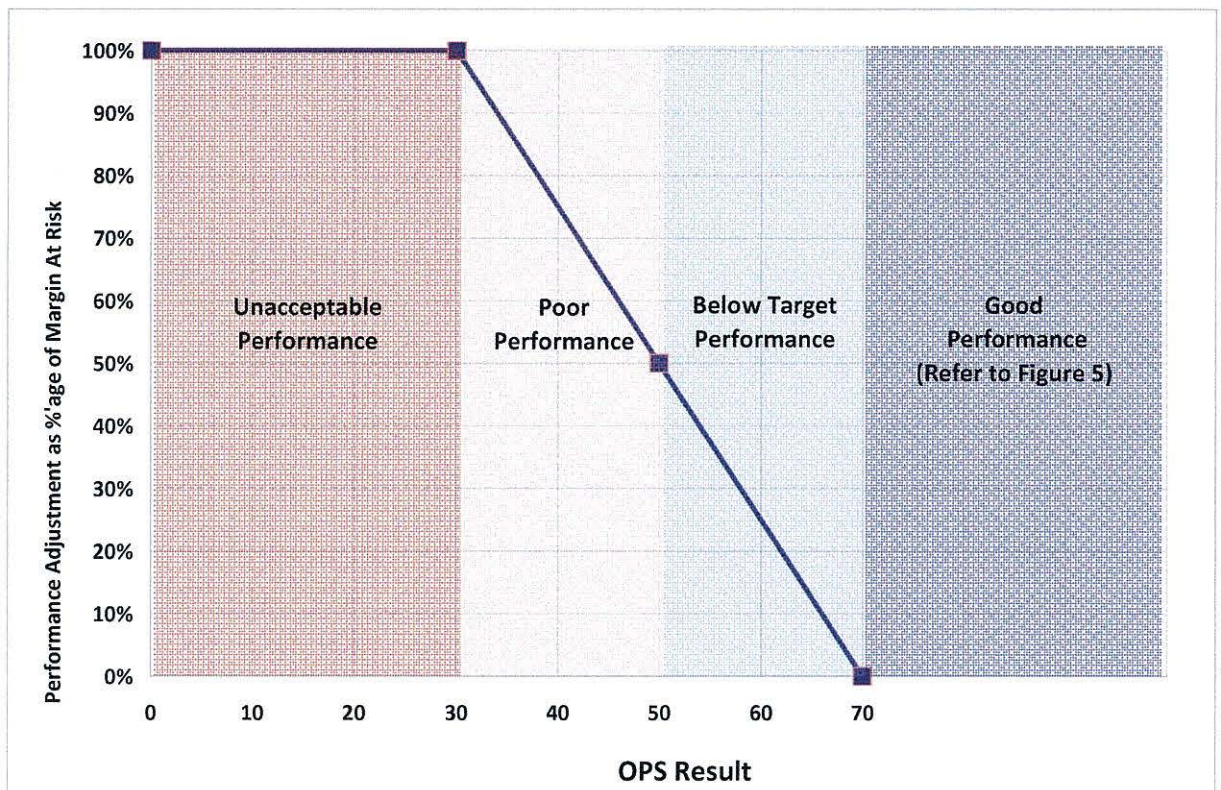


Figure 4 Negative Performance Adjustment where OPS ≤ 70 for the Contract Year

Step 4 – Performance Incentive Pool

The Performance Incentive Pool is determined as follows:

Period	Performance Incentive Pool includes:
Contract Year 1 31 March 2014 to 30 June 2015	<ol style="list-style-type: none"> 1. contribution from TC gainshares within the Initial Works Period; plus 2. up to [REDACTED] contribution from RMS (if the Available Performance Incentive from item 1 is less than [REDACTED]).
Contract Year 2 1 July 2015 to 30 June 2016	<ol style="list-style-type: none"> 1. any remaining Performance Incentive Pool from previous Contract Year; plus 2. any contributions from TC gainshares in the Contract Year; plus 3. an amount equal to any Performance Adjustment deducted in the previous Contract Year; plus 4. up to [REDACTED] contribution from RMS (but only to the extent that the Available Performance Incentive from items 1 to 3 is less than [REDACTED]).
Contract Year 3 1 July 2016 to 30 June 2017	As per Contract Year 2.
Contract Year 4 1 July 2017 to 30 June 2018	<ol style="list-style-type: none"> 1. any remaining Performance Incentive Pool from previous Contract Year; plus 2. any contributions from TC gainshares in the Contract Year; plus 3. an amount equal to any Performance Adjustment deducted in the previous Contract Year.
Contract Year 5, 6, 7 (and optionally 8, 9 and 10)	As per Contract Year 4.

NOTE: the maximum available incentive pool to be applied against the OPS score in a given Contract Year is [REDACTED]

Step 5 – Determination of the Performance Incentive (OPS > 70)

The maximum Performance Incentive payable is [REDACTED] in a Contract Year.

The Performance Adjustment for each Contract Year where the OPS > 70 will be determined in accordance with the table set out below:

Contract Year	OPS	Performance Incentive
1	70<OPS<90	$(OPS-70)/20 \times (\text{Performance Incentive Pool or [REDACTED]}, \text{whichever is less})$
	OPS≥90	$100\% \times (\text{Performance Incentive Pool or [REDACTED]}, \text{whichever is less})$
2 to 4	70<OPS<75	Nil
	75<OPS<95	$(OPS-75)/20 \times (\text{Performance Incentive Pool or [REDACTED]}, \text{whichever is less})$

	OPS ≥ 95	100% x (Performance Incentive Pool or █████, whichever is less)
5 and beyond	70 < OPS < 75	Nil
	OPS ≥ 75	(OPS – 75)/25 x (Performance Incentive Pool or █████, whichever is less)



Figure 5 Performance Incentive where OPS > 70 for Contract Year

- 3.3.4 At the completion of the SMC term any remaining amounts in the Performance Incentive Pool will remain with RMS.
- 3.3.5 The Interim Performance Adjustment will be calculated using the same process described in Steps 1 through 3 of Section 3.3.3 of the Commercial Framework, using the interim assessment of the OPS, calculated in accordance with the Performance Framework.

4 Adjustments to Commercial Arrangements

4.1 Overview

- 4.1.1 The SMC contemplates a variety of mechanisms under which the commercial arrangements can be adjusted over the Contract Term.
- 4.1.2 This section sets out procedures that will govern any amendment to the commercial arrangements for the provision of the Services.

4.2 Change Benchmarking Guide

- 4.2.1 In agreeing an FWP or SPP, RMS and the Service Provider will have regard to the Change Benchmarking Guide which sets out the agreed risk allocation for the delivery of the Services.
- 4.2.2 The Change Benchmarking Guide is not intended to be a comprehensive allocation of risks, but is intended to be used to provide guidance as to whether any particular works or services constitute a Change.
- 4.2.3 After being agreed, FWPs and SPPs may be subject to a Change when:
 - a) RMS directs a Change to the Services;
 - b) an event occurs that is a Change Event in the Change Benchmarking Guide; or
 - c) an event occurs that is not specifically dealt with in the Change Benchmarking Guide but is agreed to be consistent with one or more risks that are specifically allocated to RMS in the Change Benchmarking Guide.
- 4.2.4 If an event occurs that is considered by RMS or the Service Provider to be a Change but not agreed by the other, then it may be raised as a Dispute.

4.3 Development of Forward Works Programs

- 4.3.1 The commercial arrangements for the provision of the Services will be agreed by the parties as part of the process for developing each Forward Works Program. Subject to the terms of the SMC, the commercial arrangements will be fixed for the duration of each Works Period.
- 4.3.2 When agreeing the commercial arrangements for the provision of the Services, the following principles will apply:
 - a) the onus is on the Service Provider to provide detailed reconciliation and benchmarking of its historical costs against all tendered cost parameters. With the benefit of this information, RMS and the Service Provider may agree new cost parameters to be used for future FWPs and SPPs.
 - b) In agreeing new cost parameters, RMS and the Service Provider will agree on a cost parameter that will drive the following outcomes:
 - (i) Demonstrates that the Service Provider has accounted for its Efficiency Commitment;
 - (ii) Ensures that the RMS Objectives are achieved and that the Services are carried out in a manner consistent with the Stewardship Principles;
 - (iii) Encourages ongoing efficiency in the delivery of Services;
 - (iv) Discourages preferential selection of Services to improve commercial outcomes for one party at the expense of the other; and
 - (v) Gains from the benefit of lessons learnt and in particular to continue to adopt practices that have beneficial outcomes and to improve on practices that do not.
 - c) In the absence of any other agreement by RMS and the Service Provider, the current rates will apply to the next Forward Works Program, adjusted for escalation and the Service Provider's Efficiency Commitment.

- 4.3.3 It is intended that the adoption of these principles will result in the real cost of providing the Services decreasing over time. It is expected that this will result in a real saving on 'output' costs as well as a demonstrable benchmark improvement in total asset management costs. It is intended that such savings be actively pursued.
- 4.3.4 The Margin Rates set out in the Reference Pricing Schedule will be fixed for the duration of the Contract Term.
- 4.3.5 In agreeing the commercial arrangements for each Forward Works Program, RMS and the Service Provider will take account of historical and future cost escalation. Wherever possible the cost escalation will be calculated with the benefit of appropriate historical and forecast cost indices such as those prepared by Australian Bureau of Statistics or other reputable organisations or publications.

Appendix I Reimbursable Costs

I	Labour
1.1	Salary & wages
	Direct salary or wages paid, adjusted by the Labour Costs Multiplier ¹ to cover all related costs and on-costs (relevant on-costs) for labour employed for the carrying out the Services. Such relevant on-costs included in the Labour Costs Multiplier are (but are not limited to) the following:
A	Workers compensation insurance;
B	Payroll taxes;
C	Long service leave (evaluated for actual use);
D	Annual leave and leave loading;
E	Superannuation;
F	Sick leave (evaluated for actual use);
G	Statutory and public holidays;
H	Site and job allowances;
I	Termination benefits;
J	Fringe benefits taxes;
K	Any other payments made pursuant to an enterprise bargaining agreement;
	The Service Provider must not claim these relevant on-costs separately or in addition to the Labour Costs Multiplier.
1.2	Mobilisation & Demobilisation
	Mobilisation/demobilisation costs including relocation of employees for the purposes of performing the Services as supported by invoices or evidence of payment, to be used in special cases where prior approval of RMS has been obtained.
2	Plant & Equipment (including traffic control devices for temporary roadworks)
2.1	Owned/Purchased Plant & Equipment
	Where any Plant and Equipment and other capital items are owned by the Service Provider or purchased specifically for use on the Services, costs will be those invoiced to the Service Provider unless the Amortised Cost Principle ² applies.
2.2	Hired Plant & Equipment
	Where any Plant and Equipment and other capital items are hired by the Service Provider for use on the Services, costs will be those invoiced to and paid by the Service Provider.
3	Materials
3.1	Materials Generally
	Cost of materials at the cost invoiced to the Service Provider inclusive of any rebates or credits from the vendor.
4	Subcontract and Supply Costs
4.1	Subcontract and Supply Costs Generally
	Actual invoiced amount for subcontract works and materials in respect of subcontractors and suppliers engaged by the Service Provider to carry out the Services, in accordance with progress certificates, less any amounts the Service Provider is able to recover (or would be recoverable, if prosecuted diligently) from the subcontractor.

¹ The Labour Costs Multiplier(s) will be priced by proponents at RFP stage.

² Where the Service Provider proposes to acquire any building or Plant and Equipment which exceeds █████ Indexed by CPI, the Reimbursable Costs will be calculated as the amortised cost of the item over its useful life, even if the useful life exceeds the SMC term.

5	Other Costs
5.1	Other Costs Generally
	Other project-specific costs incurred in relation to specific projects arising after the date of this Deed for the carrying out of specific parts of the Services (and not the carrying out of the Services as a whole), to the extent that those costs are supported by invoices or evidence of payment, as follows:
A	Program/project offices, welfare and parking facilities to be reimbursed on an amortised basis, or else on the basis of costs invoiced to the Service Provider;
B	Phones – lease and installation, rental and charges including mobiles;
C	Management and running costs of storage areas, depots and facilities required for use in performing the Services, including lease and licence costs.
D	Office supplies, consumables and outgoings;
E	Site services/utilities installations and charges;
F	Office furniture and fittings;
G	Any permits, allowances, certificates or the like that the Service Provider is required to obtain and surrender in connection with the carbon pricing scheme;
H	Specialist consultants and advisers as agreed by RMS;
I	Interstate or international travel and accommodation for program/project employees where prior approval is provided by RMS;
J	Reasonable program related taxi charges;
K	Parking costs where reasonably incurred;
L	Computers, network and server hardware and peripherals;
M	Printing, photocopying and stationary;
N	Reproduction of drawings;
O	Purchase costs of dedicated project vehicles purchased by the Service Provider, with costs calculated on the Amortised Cost Principle
P	Running costs of dedicated project vehicles including fuel, registration and motorway tolls;
Q	Insurance premiums and excesses required to be effected by the Service Provider which are not provided for directly by RMS (contract works / product & public liability) or included under corporate insurance policies including but not limited to: <ul style="list-style-type: none"> i. Motor vehicles ii. Special plant
QI	Insurance excesses for insurances effected by RMS
R	Permits and approvals;
S	Statutory charges;
T	Project specific software licences including CAD/design systems, data processing and network systems;
U	Surveying engineering costs;
V	Site establishment costs;
W	Security;
X	Cleaning;
Y	Postage;
Z	Site communications;
AA	Temporary fencing and drainage;
BB	Temporary utilities;
CC	Personal protective equipment;
DD	Site signage;
EE	Small tools;
FF	Waste disposal;
GG	Testing equipment;
HH	Licence and fees;
II	Employee recruitment and relocation costs (in special cases with the prior approval of RMS);
JJ	In-state travel costs incurred in respect of the Services
KK	Program/project specific training requirements (in special cases with the prior approval of RMS)
LL	Other expenses as may be approved by RMS

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

MM	Research and development carried out for the benefit of the SMC Services and agreed by RMS to be a reimbursable cost.
6	Existing Improvements
<u>6.1</u>	<u>Existing Improvements Generally</u>
	Other than where required as a result of any breach of the Contract by the Service Provider, its subcontractors or the employees or agents of any of them, the cost incurred by the Service Provider in respect of any work required to be undertaken on existing facilities, utilities or structures shall be a Reimbursable Cost.
7	Foreign Exchange
<u>7.1</u>	<u>Foreign Exchange Generally</u>
	Where foreign currency (non-AUD) transactions are required, the parties agree that the Service Provider shall not make any gain or loss thereon. Accordingly, for any Reimbursable Costs incurred by the Service Provider in a foreign currency, the Service Provider shall be reimbursed at the AUD equivalent of the foreign currency amount paid by the Service Provider calculated using the exchange rate available to the Service Provider on the date of the relevant payment by the Service Provider (or, if converted by the Service Provider to the relevant foreign currency on a different date to the date of payment, calculated on the conversion date), provided those amounts are not referred to, or captured or paid for as Fee.

Appendix 2 Excluded Costs

I	Excluded Costs
	The Service Provider shall not be reimbursed for any of the following costs:
A	Costs, expenses, damages or liabilities which arise from, are contributed to by, or are incurred to mitigate the effect of: <ol style="list-style-type: none"> <li data-bbox="304 376 1374 409">i. any breach of this SMC by the Service Provider, its employees, agents or subcontractors; <li data-bbox="304 409 1422 472">ii. breach by the Service Provider of any contract or arrangement between the Service Provider and any third party (including any of the Service Provider's subcontractors); <li data-bbox="304 472 1422 535">iii. a breach by the Service Provider, its employees, agents or subcontractors of any Law (or any failure to comply with Law); <li data-bbox="304 535 1382 598">iv. claims by third parties in connection with any breach by the Service Provider or any of its subcontractors of any Intellectual Property Rights; <li data-bbox="304 598 1442 658">v. any negligent or unlawful act or omission of the Service Provider, its employees, agents or sub-contractors.
B	Income tax or other tax payable by the Service Provider in respect of income or capital gains of the Service Provider or any third party (including any of the Service Provider's subcontractors).
C	Costs and expenses for which the Service Provider is, or has the right to be, reimbursed or compensated (whether or not it actually recovers that amount) by any third party (including without limitation any insurer or the Service Provider's subcontractors, or any government or other rebate).
D	Amounts by which costs and expenses are rebated, refunded or discounted.
E	Any amounts in respect of which the Service Provider indemnifies or pays by way of damages to, or is obliged to indemnify or pay by way of damages to, RMS under the SMC.
F	Any amounts which the SMC expressly provides are to be incurred at the cost of the Service Provider or are payable by the Service Provider to RMS under the SMC.
G	Road Occupancy Rental amounts.
H	Any amounts which are included in the Margin.
I	Any amount payable for work done or Services carried out that is not in accordance with this SMC.
J	Legal fees in respect of legal services provided in house by the Service Provider, that in RMS' reasonable opinion: <ol style="list-style-type: none"> <li data-bbox="304 1155 1075 1189">i. relate to activities that would not have been carried out by; or <li data-bbox="304 1189 1394 1279">ii. that exceed the amount that would have been charged by, external legal advisors (acting reasonably), had external legal advisors been engaged to perform the work.
K	Any other amounts which are described in the SMC as Excluded Costs.

Appendix 3 Inclusions to Margin

	All costs and expenses related to general business functions of the Service Provider which are incurred in providing the Services, as well as program overhead costs and expenses not specified as a Reimbursable Cost. This includes but is not limited to the following.
A	Safety and quality in so far as it relates to provision of corporate management systems, auditing and accreditation of corporate systems, ongoing development and continuous improvement of corporate systems, corporate safety and quality professionals, organisation wide reporting.
B	Research and development unless carried out for the benefit of the Services and agreed with RMS as a reimbursable cost.
C	Business development, sales and marketing.
D	Financial, legal, human resources (excluding employees engaged exclusively for carrying out the Services) and commercial in so far as it relates to provision of relevant aspects of an integrated management system, corporate specialists in these areas and organisation wide reporting.
E	Executive management.
F	Corporate services (including treasury, taxation and accounting audit services).
G	Internal audit, quality assurance and company continuous improvement or business re-engineering programs (as they broadly relate to the Service Provider but excludes those specifically required as part of the Services).
H	Visits to program or project offices by head office personnel to perform management functions (including salary or performance reviews).
I	Parent company fees.
J	Corporate head office's running costs and payroll.
K	Corporate legal costs including regulatory reporting and compliance.
L	The following insurances: <ul style="list-style-type: none"> i. public liability (corporate policy); ii. professional indemnity; iii. directors and officers liability insurance; iv. industrial special risk insurance (including loss or damage to or destruction of off-site buildings); v. trustees liability insurance; vi. travel insurance; vii. excess liability insurance; viii. carriers liability insurance.
M	The costs of the provision of the Management Review Group (MRG) by the Service Provider.
N	The cost of the Dispute Avoidance Board (DAB) and any other costs incurred in respect of a dispute in connection with the SMC.
O	General training requirements for all head office based personnel and program specific personnel.
P	The following information communications technology (ICT) services: <ul style="list-style-type: none"> i. All corporate ICT support staff salaries and travel costs; ii. Corporate ICT office charges; iii. Licensing and usage costs/fees of all software required by the Service Provider to perform the Services except for project specific licences outlined in Appendix I, Item T; and iv. Web blocking software & hardware.
Q	The following services provided by corporate support services, head office personnel or Management Review Group members: <ul style="list-style-type: none"> i. Recruitment, mentoring and performance management of Service Provider employees; ii. Internal audits; iii. Assistance with management system implementation for the RMCR Program; iv. Provision of 'subject matter expert' advice; v. Review and input into specific program or project risk assessments; vi. Human resources administrative oversight; vii. Workers compensation case management; viii. Safety intervention and innovation programs; ix. Safety forums.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

R	Fines and penalties resulting from regulatory breaches
S	Staff bonuses
T	Provision of security under the SMC including Security Bonds and Deeds of Guarantee and Indemnity
U	Professional Associations
V	Costs associated with managing joint venture arrangements (if the Service Provider is a joint venture)

Appendix 4 Worked Examples of Commercial Framework

Example 1: TC Underspend + OPS >70

1		AGREED PRICE				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Priced Component payment type		Reimbursables	PC Rate	PC Margin	Total	Reimbursables	Reimbursables	PC Margin	Total	Total
Ref	Description of Services	\$ Million	%	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [A]	[G] = [C]	[H] = [F] + [G]	[I] = [H] - [E]
1.1	Program Management									
1.2	Asset Management Planning									
Priced Component Total										
2		AGREED TARGET				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Target Cost payment type		Reimbursables	TC Rate	TC Margin	Total	Reimbursables	Reimbursables	TC Margin	Total	Total
Ref	Description of Services	\$ Million	%	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [E]	[G] = [C] + pain/gain	[H] = [F] + [G]	[I] = [H] - [E]
2.1	Maintenance - Roads & Corridor									
2.2	Maintenance & Minor Repairs - Bridges & Tunnels									
2.3	Bridge Operations (N/A South Zone)									
2.4	Tactical Road Pavement									
2.5	Simple MIW									
2.6	Complex MIW									
2.7	Tactical Corridor									
2.8	Tactical Bridge and Tunnel Works									
Target Cost Subtotal										
		Under this scenario, paid Margin = Target Margin () + (Underspend () x SP Share of Gains (25%)) = ()								
3		ESTIMATE ONLY				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Cost Plus payment type		Reimbursables	CP Rate	CP Margin	Total	\$ Million	Reimbursables	CP Margin	Total	Total
Ref	Description of Services	\$ Million	%	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million	\$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [E]	[G] = [B] x [E]	[H] = [F] + [G]	[I] = [H] - [E]
3.1	Incident Response									
3.2	Event Management									
Cost Plus Total										
All Payment Types Sub-total										
OPS Performance Adjustment							0.75	0.75	0.75	
Total										

Performance Adjustment calculated in accordance with Performance Framework based on:
 1. OPS of 80 in Contract Year 1 entitling Service Provider to 50% of Yearly Performance Incentive.
 2. Notional Incentive Pool of ()

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

Example 2: TC Overspend + OPS <70

1		AGREED PRICE				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Ref	Description of Services	Reimbursables \$ Million	PC Rate %	PC Margin \$ Million	Total \$ Million	Reimbursables \$ Million	Reimbursables \$ Million	PC Margin \$ Million	Total \$ Million	Total \$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [A]	[G] = [C]	[H] = [F] + [G]	[I] = [H] - [E]
1.1	Program Management									
1.2	Asset Management Planning									
Priced Component Total										
2		AGREED TARGET				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Ref	Description of Services	Reimbursables \$ Million	TC Rate %	TC Margin \$ Million	Total \$ Million	Reimbursables \$ Million	Reimbursables \$ Million	TC Margin \$ Million	Total \$ Million	Total \$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [E]	[G] = [C] + pain/gain	[H] = [F] + [G]	[I] = [H] - [E]
2.1	Maintenance - Roads & Corridor									
2.2	Maintenance & Minor Repairs - Bridges & Tunnels									
2.3	Bridge Operations (N/A South Zone)									
2.4	Tactical Road Pavement									
2.5	Simple MIW									
2.6	Complex MIW									
2.7	Tactical Corridor									
2.8	Tactical Bridge and Tunnel Works									
Target Cost Subtotal										
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Under this scenario, paid Margin = Target Margin [redacted] - (Overspend [redacted] x SP Share of Pain (50%)) = [redacted] </div>										
3		ESTIMATE ONLY				Cost Incurred by SP	RMS Payment to SP			Net Outcome for SP (Total Paid less Costs Incurred)
Ref	Description of Services	Reimbursables \$ Million	CP Rate %	CP Margin \$ Million	Total \$ Million	\$ Million	Reimbursables \$ Million	CP Margin \$ Million	Total \$ Million	Total \$ Million
Calculations:		[A]	[B]	[C] = [A] x [B]	[D] = [A] + [C]	[E]	[F] = [E]	[G] = [B] x [E]	[H] = [F] + [G]	[I] = [H] - [E]
3.1	Incident Response									
3.2	Event Management									
Cost Plus Total										
All Payment Types Sub-total										
OPS Performance Adjustment										
Total										

Performance Adjustment calculated in accordance with Performance Framework based on:
 1. OPS of 60 in Contract Year 1 with Percentage at Risk of 75% = [redacted] x 75% x 25% (Performance Adjustment) = [redacted]



Appendix 5 Change Benchmarking Guide

KEY

N	NO
Y	YES
D	DEPENDS

No	Change Driver	Situation / Circumstance	Change Event	Reasoning
1	Agency Approvals and actions of Authorities	Environmental Approvals are delayed beyond the time allowed for in the Service Provider's Program, resulting in a delay to the planned commencement date of a project.	N	Service Provider responsible for planning and obtaining Approvals.
2		An Authority or Relevant Body requires the Service Provider to stop work on a project due to an alleged breach of an Approval condition.	N	Service Provider responsible for managing compliance with Approval conditions.
3		An Authority or Relevant Body exercise its statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Services.	N	Service Provider responsible for managing interface with Authorities and Relevant Bodies.
4	Community Action	Community action groups cause delay and disruption to a project, where the Service Provider is undertaking RMS approved work in accordance with an RMS approved method statement.	N	Service Provider responsible for stakeholder management.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

5		Residents complain about property damage caused by construction activities (for example, vibration causing cracks)	N	Service Provider responsible for stakeholder management.
6		Residents complain about noise.	N	Service Provider responsible for stakeholder management.
7		RMS provides the Service Provider with a concept design from which the Service Provider must complete the design. RMS has accepted the Service Provider's price to complete the design however it is subsequently determined that the concept design is flawed and additional design and/or redesign needs to be completed by the Service Provider.	N	Service Provider takes responsibility for the design once it has priced to complete the design. It is expected that the Service Provider will carefully review design work undertaken by RMS when pricing to complete design work.
8	Design issues	RMS provides Service Provider with completed design for any element of the Services and requests it to deliver the works in accordance with the design. The design requires modification for reasons that were not known by the Service Provider and could not have been reasonably foreseen by a competent contractor during the period of proposal preparation.	Y	Time and cost risk retained by RMS.
9		Re-design and / or delays result from the discovery of a new heritage or rare flora site or any things of value or archaeological or special interest (including aboriginal artefacts).	Y	Time and cost risk retained by RMS.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

10		An innovation assumed as viable by the Service Provider within its price is in fact, not viable and does not proceed. The eventual solution costs less than the originally proposed solution.	Y	The Service Provider's price will be adjusted accordingly.
11		An innovation assumed as viable by the Service Provider within its price is in fact, not viable and does not proceed. The eventual solution is more expensive than the originally proposed solution.	D	The Service Provider's price may be adjusted accordingly if the innovation is not viable due to circumstances beyond the reasonable control of the Service Provider.
12	Latent Conditions	Actual ground conditions vary significantly to those indicated within information provided by RMS, or where no information has been provided, to conditions that could have been reasonably foreseen by a competent Service Provider (Does not apply to Routine Services).	D	<p>Depends if Service Provider was not able to, or not permitted to, undertake investigations during preparation of proposal (Change Event) or whether Service Provider was able to undertake all investigations (no Change Event).</p> <p>If the site conditions constitute a Change Event, time and cost risk retained by RMS.</p> <p>Note: see Item 14 below in respect of contamination.</p>
13		Service Provider hits a Utility installation that is not identified during survey (Does not apply to Routine Services).	N	Service Provider required to manage this risk.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

<p>14</p>		<p>Contaminated ground conditions (e.g. asbestos; tar bound) which were not discoverable by reasonable investigations agreed between the parties (Does not apply to Routine Services).</p>	<p>Y</p>	<p>If the condition was concealed (e.g. a tunnel lining covers condition; lead paint on underwater structures; underground utilities with asbestos protection), the Service Provider conducted reasonable investigations as previously agreed with RMS and was unable to ascertain that contaminated conditions existed (e.g. information not available from RMS or utility owner and the Service Provider's reasonable attempts to investigate prior to works being undertaken indicated nothing)</p> <p>Time and cost risk retained by RMS.</p>
<p>14A</p>		<p>Hazardous Materials encountered in performing Routine Services which require the Service Provider to carry out additional works and services to ensure the safety of its personnel and the public.</p> <p>"Hazardous Materials" means material which, because it is toxic, corrosive, flammable, explosive, or infectious or because it possesses some other dangerous characteristic, is potentially dangerous to persons or the environment when stored or handled or any part of the environment that is exposed to it.</p> <p>"Hazardous Materials" include asbestos and coal tar.</p>	<p>Y</p>	<p>Time and cost risk retained by RMS.</p>

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

15		A Utility service is not in the position marked on 'As Built' drawings supplied by RMS or by a third party Utility company. The Utility is damaged with consequential losses.	N	The Service Provider is expected to complete its own surveys to determine the definitive location of Utility services before undertaking physical works
16	Asset Definition	Asset Schedules provided by RMS are not exhaustive and the Service Provider incurs additional costs in maintaining Assets located outside of the Nominal Work Limits which were not included in the Schedule.	D	Change Event subject to the Threshold [1]* .
17		New Assets are constructed or inherited during an FWP.	D	Change Event subject to the Threshold [1]* .
18	Estimate Errors or Omissions	With regards to setting a TC or PC, an arithmetical error is identified after the price has been agreed by RMS.	N	The Service Provider is responsible for the correctness and integrity of its pricing documents.
19		Service Provider has missed or excluded a cost in error from a PC or TC and the price has already been accepted by RMS.	N	The Service Provider is responsible for providing pricing that is inclusive of all costs applicable to performing the Services.
20	Owner Initiated	RMS accelerates existing or adds additional high priority Special Project	D	This may change priorities for programme but impact may be redeployment of resource rather than additional resource over and above that already allowed for in the programme development costs.
21		RMS directs a change to a specification which impacts a Milestone or price that has already been agreed between the Service Provider and RMS.	Y	Time and cost risk retained by RMS.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

22	Management Effort	The actual Target Costs for physical works differs compared to the Provisional Sums in the FWP. Issue is with regard to management costs for delivery of the respective services.	D	A Change Event will apply if RMS directs a change to increase or decrease services. A Change Event may also apply where the aggregate scope of services allowed for as a provisional sum is shown to have increased by more than 20%, resulting in a need for additional management. For example, the aggregate quantity of simple MIW and tactical road pavement projects increases. A Change Event will not apply where the aggregate scope of services allowed for as a provisional sum has increased by less than 20%. For the avoidance of doubt, a comparison of the value of services against the provisional sum alone is not sufficient to demonstrate that the scope of services has increased.
23	Market Factors	Subcontract availability is much more problematic than assumed, due to the large amount of infrastructure work in the market as a result of a government policy / funding change.	N	Service Provider retains all risk associated with subcontractual matters.
24	Risk Assessment	Risk events quantified within a TC or PC don't eventuate and the contingency is not spent.	N	No adjustment to Target Costs or Priced Components for more or less risks eventuating
25	Qualifying Change in Law	A Qualifying Change in Law increases or decreases the cost to the Service Provider of performing the Services.	D	Change Event subject to the Threshold [1]* .

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

<p>26</p>	<p>Third Party</p>	<p>Crash or other incident adjacent to work site caused by 3rd party - Service Provider may be directed by a Relevant Body to take action and this may impact progress on work site under ROL.</p>	<p>D</p>	<p>The Service Provider may have taken all reasonable steps to mitigate the delay but still found it is unavoidable.</p> <p>Alternatively the delay may have been avoidable but it may have been acknowledged to be in the best interests of RMS and TMC for the Service Provider to reassign its available crews to assist with the incident instead – resulting in a delay on the work site.</p> <p>Service Provider would be given relief against Road Occupancy Rentals and Overall Performance Score Modifier impacts in these instances.</p> <p>A Change Event may also apply to the extent that the additional costs have not been met under Service Category S.10. For example this may include additional cost of remobilising to perform works deferred due to the incident.</p>
<p>27</p>		<p>Council fails to perform maintenance to drainage assets on adjacent road, resulting in blockage causing flooding on a Contract Road. The Service Provider notifies the Council who is unable to respond in time, and the Service Provider agrees to rectify the blockage on Council's behalf.</p>		<p>N</p>

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

<p>28</p>	<p>Traffic Growth</p>	<p>Traffic increases during the period of a FWP result in additional Routine Services to pavements.</p>	<p>D</p>	<p>Depends whether traffic increases are a result of expected factors such as urban expansion and population growth (no Change Event) or whether increases are due to major diversions resulting from projects being undertaken by third parties (Change Event).</p> <p>Change Event subject to the Threshold [1]*.</p>
<p>29</p>	<p>Third Party (Specifically, Incident Management and Response Services)</p>	<p>There is an incident that results in damage to Assets. The Service Provider rectifies the Assets.</p>	<p>D</p>	<p>Depends if the Service Provider is:</p> <p>[A] Required to attend the incident immediately - Major Incident: Service Provider paid under a Cost Plus arrangement for securing work site (if the responding crew was occupied on a work site), travel time to incident, inspection of incident, and any temporary measures implemented to enable the safe flow of traffic and return to work site (if applicable). The cost of permanent repairs will be included in Routine Services but subject to the Threshold [2]**.</p> <p>[B] Not required to attend the incident immediately - Minor Incident: Costs generally included within Routine Services with the cost of any permanent repairs subject to the Threshold [2]**.</p>

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

30		TMC asks Service Provider to attend to a major traffic incident immediately, but the incident is already cleared by time crew arrives and no Services need to be performed at incident site.	N	Service Provider paid under a Cost Plus basis for securing work site (if the responding crew was occupied on a work site), travel time to incident, inspection of incident, and return to work site (if applicable).
31		TMC notifies the Service Provider of an incident that may have resulted in damage to the network, but the Service Provider is not required to attend immediately and may schedule a suitable time to attend and inspect the incident site.	N	Costs generally included within Routine Services with the cost of any permanent repairs subject to the Threshold [2]** .
32	Weather Events	A severe storm results in a flash flood which causes significant damage to works under construction.	N	Service Provider prepares insurance claim under the Contract Works Insurance Policy.
33		Severe flood or storm event results in damage to an Asset resulting in additional Routine Services	D	Costs generally included within Routine Services with the cost of any permanent repairs subject to the Threshold [2]**. Repairs may become a SPP depending on scale of issue.

Stewardship Maintenance Contracts (SMCs) – Sydney - Commercial Framework

34		Sustained period of wet weather results in peak Routine Services requirements e.g. additional vegetation control, pothole repair and additional resources need to be mobilised to meet the increased workload.	D	<p>Only a Change Event if Service Provider can demonstrate that weather conditions experienced were outside of the conditions that a competent and experienced provider of similar services would have reasonably anticipated based on the past 10 years of available weather data and that these conditions resulted in a significant increase in costs.</p> <p>The Service Provider, in consultation with RMS, may re-prioritise Routine Services to manage costs and may seek a dispensation from service level requirements.</p>
35	Other	RMS gives an instruction to stop or not to start any element of the Services (unless the reason for RMS giving such instruction is, in whole or in part, an act or omission of the Service Provider or its Personnel).	Y	Time and cost retained by RMS.

** Threshold [1]: For all events against which Threshold [1] applies, if the aggregate change in cost to maintain the Assets exceeds ██████ per annum, then it is a Change Event. The differential cost over and above ██████ per annum will be the value of the Change.*

***Threshold [2]: For each event against which Threshold [2] applies, if the actual cost of permanent repair exceeds ██████ for each repair, then it is a Change Event. The Change will be valued at the additional cost of the permanent repairs over and above ██████.*

SCHEDULE 4
PERFORMANCE FRAMEWORK

Stewardship Maintenance Contracts (SMCs) – Sydney

Schedule 4 – Performance Framework

17 July 2013

Contents

- 1 Introduction4**
- 2 General5**
- 3 Measurement of Performance6**
 - 3.1 Key Result Areas.....6
 - 3.2 Key Performance Indicators6
 - 3.3 Positive and Negative Modifiers6
 - 3.4 Measurement of Performance against KPIs and Modifiers6
- 4 Calculation of the Overall Performance Score7**
 - 4.1 General7
 - 4.2 Procedure for Calculation of the Overall Performance Score.....7
 - 4.3 Expected Risks and Force Majeure Events8
- 5 Amendments to the Performance Measures9**

Appendices

- Appendix 1 Performance Measures 10**
- Appendix 2 Performance Measurement Principles and Policy Objectives 11**

Definitions

Defined terms used in this document have the same meaning as those used in the Stewardship Maintenance Contract document.

I Introduction

- I.1.1 This Performance Framework provides mechanisms by which the performance of the Service Provider will be regularly assessed against a number of Key Result Areas which are aligned to NSW Government policy and the RMS Objectives.
- I.1.2 In developing this Performance Framework, including the Key Result Areas and Key Performance Indicators, RMS has had regard to the performance measurement principles and policy objectives set out in Appendix 2. Any amendments to this Performance Framework agreed under this document must align with these performance measurement principles and policy objectives.

2 General

- 2.1.1 From the Full Services Commencement Date, the Service Provider's performance of the Services will be measured by RMS against:
- a) the Key Performance Indicators and Key Result Areas contemplated by this Performance Framework; and/or
 - b) any new or amended Key Performance Indicators or Key Result Areas that may be agreed as part of a Forward Works Program.
- 2.1.2 The Service Provider's performance against the Key Performance Indicators and Key Result Areas will be used to:
- a) monitor the performance of the Service Provider;
 - b) calculate the Overall Performance Score (OPS); and
 - c) determine the Performance Adjustment.

3 Measurement of Performance

3.1 Key Result Areas

- 3.1.1 The Key Result Areas against which the Service Provider's performance will be measured are set out in Appendix I and include:
- a) Customer Outcomes;
 - b) Network Outcomes;
 - c) Environment;
 - d) Asset Outcomes;
 - e) Program Governance; and
 - f) Efficiency.
- 3.1.2 The weightings applicable to each Key Result Area are specified in Appendix I.
- a) The Service Provider's performance against each Key Result Area will be measured by the Key Performance Indicators associated with each Key Result Area.

3.2 Key Performance Indicators

- 3.2.1 The Key Performance Indicators associated with each Key Result Area and the weightings applicable to each Key Performance Indicator are specified in Appendix I.

3.3 Positive and Negative Modifiers

- 3.3.1 In addition to the KPIs, there are a limited number of positive and negative Modifiers which reflect critical areas of performance for RMS. These Modifiers are not subject to weighting and will directly affect the Overall Performance Score. The Modifiers are included at Appendix I under the Stewardship Key Result Area.

3.4 Measurement of Performance against KPIs and Modifiers

- 3.4.1 Measurement of performance against the KPIs and Modifiers will occur monthly wherever possible. Where the measurement cannot be performed monthly (e.g. where the data is available less frequently) then the score from the previous Contract Year will be adopted as an interim KPI score for the purpose of monitoring OPS trending on a monthly basis. The Service Provider must provide the data within the monthly report.
- 3.4.2 The Service Provider will be responsible for collecting all data and information relevant to the measurement of KPIs, except where the data is collected by RMS in accordance with Section 4 of the SMC Services Requirements.
- 3.4.3 RMS and the Service Provider will jointly review and analyse data so as to agree the Service Provider's performance against the KPIs and any Modifiers.
- 3.4.4 If and where RMS and the Service Provider are unable to agree the scoring of the KPIs then the KPIs will be referred to the Management Review Group (MRG) for determination.
- 3.4.5 If the MRG is unable to agree KPI scores then RMS will determine the KPI score.

4 Calculation of the Overall Performance Score

4.1 General

- 4.1.1 The Overall Performance Score (OPS) will be calculated in accordance with the procedures set out in this section 4.
- 4.1.2 RMS will determine the Overall Performance Score within 15 Business Days of the end of each Contract Year. The Overall Performance Score will be used to calculate the Performance Adjustment or Performance Incentive in accordance with the Commercial Framework.
- 4.1.3 In addition to the annual determination, RMS and the Service Provider will make an interim assessment of the Overall Performance Score on a quarterly basis for the purposes of managing performance and for interim calculation of Performance Adjustment (if any) relative to the amount of Margin paid to date to the total expected for the Contract Year. If RMS and the Service Provider are unable to agree on an interim assessment then RMS may make a determination. The interim assessment of the OPS will be calculated using the current average of the KPI scores, for those KPIs that are measured monthly. For KPIs which are measured annually, RMS and the Service Provider may adopt a forecast based on cumulative performance at the time (where KPI data is available), the prior Contract Year's KPI score (where KPI data is not available), or the baseline KPI score (where KPI data is not available during the Initial Works Period). Modifiers will be applied based on actual performance at the time of the interim assessment.

4.2 Procedure for Calculation of the Overall Performance Score

- 4.2.1 The procedure for calculation of the Overall Performance Score is as follows:

Step 1 – Assessment of performance against KPIs

Performance against KPIs will be assessed in accordance with Section 3 and Appendix 1.

Step 2 – Assessment of performance against KRAs

The Service Provider's performance against each Key Result Area will be determined for each Contract Year in accordance with the following formula:

$$\text{KRA Score} = \text{SUM (KPI Score} \times \text{KPI Weighting)}$$

Where:

KPI Score = The KPI Score for each Key Performance Indicator within each Key Result Area as determined in accordance with Step 1 above.

KPI Weighting = The weighting associated with each Key Performance Indicator within the applicable Key Result Area, as specified in Appendix 1.

Step 3 – Calculation of the OPS Modifiers

The value of any negative or positive Modifiers will be assessed in accordance with Section 3 and Appendix 1.

Step 4 – Calculation of the OPS

The OPS for each Contract Year will be determined in accordance with the following formula:

$$\text{OPS} = (\text{SUM(KRA Score} \times \text{KRA Weighting)}) - \text{SUM (Negative Modifiers)} + \text{SUM(Positive Modifiers)}$$

Where:

KRA Score = The KRA Score for each Key Result Area as determined in accordance with Step 2 above.

KRA Weighting = The weighting associated with each Key Result Area, as specified in Appendix I.

OPS Modifiers = The OPS Modifiers as determined in accordance with Step 3 above.

4.2.2 **Note:** the first assessment of the Overall Performance Score will be done over the period from 1 July 2014 through to 30 June 2015. Whilst the performance in the Initial Works Period before 1 July 2014 will not be included in the assessment, the KPI data and related scores must still be recorded and determined.

4.3 Excepted Risks and Force Majeure Events

4.3.1 To the extent that the Service Provider's performance against any Key Performance Indicator is adversely affected by an Excepted Risk or a Force Majeure Event, such adverse effects will not be considered by RMS in calculation of the Overall Performance Score.

5 Amendments to the Performance Measures

- 5.1.1 The Key Performance Indicators and Key Result Areas will be fixed for each Works Period.
- 5.1.2 As part of the process for agreeing the Forward Works Program, the parties may agree changes to the Key Performance Indicators or Key Result Areas in accordance with the procedure set out in Section 1 of Schedule 10.
- 5.1.3 Any changes to the Key Performance Indicators or Key Result Areas agreed by the parties under Section 5.1.2 will not take effect until the commencement of the next Works Period.
- 5.1.4 When agreeing any amendment to the Key Result Areas or Key Performance Indicators the parties must have regard to:
 - a) the RMS Objectives;
 - b) the Stewardship Principles; and
 - c) the performance measurement principles and policy objectives set out in Appendix 2.

Appendix I Performance Measures

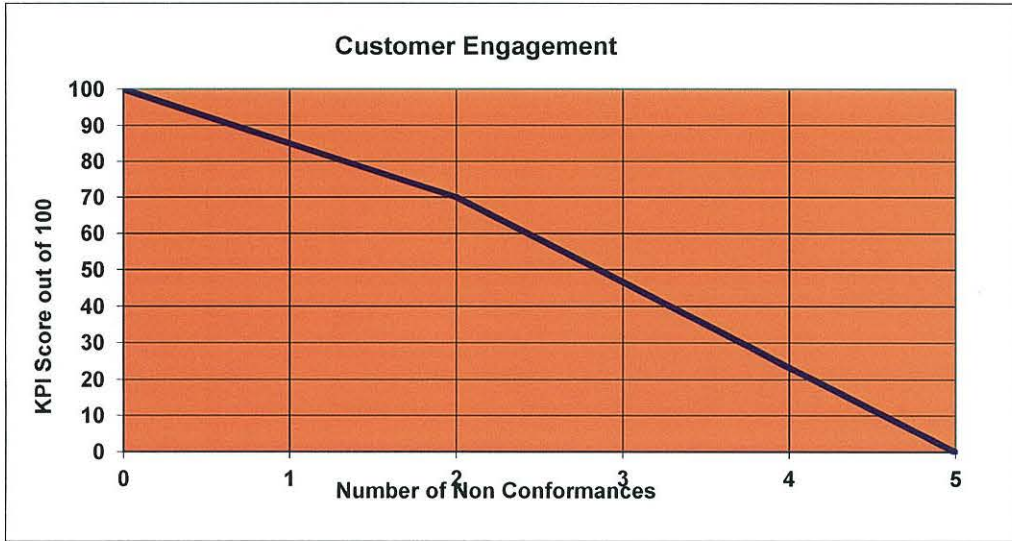
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POLICY & STRATEGY			PROGRAM LEVEL KEY RESULT AREAS																																							
NSW GOVERNMENT POLICY	STRATEGY AREA	STRATEGY SUBGROUP	PROGRAM OBJECTIVES	KEY RESULT AREA (KRA)	KRA SUBGROUP	KPI Weighting in KRA	ROAD MAINTENANCE PROGRAM PERFORMANCE FRAMEWORK - KPIs																																			
				Stewardship	Overall Performance		<p>1) Unweighted Discretionary Positive Modifier: Excellence in consultation, collaboration, planning and management leading to demonstrably improved planning processes, demonstrably improved value for money, demonstrably improved network performance, demonstrably improved asset life, demonstrably improved network safety and demonstrably improved work health and safety will result in an increase in OPS of an amount to be determined by RMS (maximum of 5 OPS points may be awarded in a Contract Year).</p> <p>2) Unweighted Negative Modifier: Works in a road carriageway performed outside approved Road Occupancy Licence will result in a Road Occupancy Rental being charged. In addition, an unweighted reduction in OPS points per event in accordance with the following table will also occur.</p> <table border="1"> <thead> <tr> <th>Subnetwork Rank</th> <th>Rental / 5 min</th> <th>0 - 5 min</th> <th>5 - 15 min</th> <th>15 - 30 min</th> <th>30 - 60 min</th> <th>> 60 min</th> </tr> </thead> <tbody> <tr> <td>4/5/6 (1 lane)</td> <td>\$ █</td> <td>0.1</td> <td>0.15</td> <td>0.2</td> <td>0.25</td> <td>0.5</td> </tr> <tr> <td>4/5/6 (2 lanes)</td> <td>\$ █</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> <td>0.5</td> <td>1</td> </tr> <tr> <td>4/5/6 (each additional lane over 2nd)</td> <td>\$ █</td> <td>0.1</td> <td>0.15</td> <td>0.2</td> <td>0.25</td> <td>0.5</td> </tr> <tr> <td>1/2/3 (per lane)</td> <td>\$ █</td> <td>0</td> <td>0</td> <td>0.05</td> <td>0.1</td> <td>0.2</td> </tr> </tbody> </table> <p>3) Unweighted Negative Modifier: Failure to respond to reasonable requests in regard to natural disasters or requested emergency responses to weather events in accordance with the Major Traffic Incident Support and Event Management Requirements will result an unweighted reduction in OPS of 1 point per validated natural disaster or other event response performance failure.</p> <p>4) Unweighted Negative Modifier: Any validated reports of creation by the Service Provider of hazards to public safety or workforce safety, including failure to rectify identified defects in the Assets, will result in a reduction in OPS of 0.2 points per validated report. Hazards may include failure to implement safe traffic and pedestrian control, failure to properly follow traffic control plans, and failure to address safety hazards in the Assets in accordance with the SMC Services Requirements (e.g. failure to achieve intervention standards in M3 Specification).</p>	Subnetwork Rank	Rental / 5 min	0 - 5 min	5 - 15 min	15 - 30 min	30 - 60 min	> 60 min	4/5/6 (1 lane)	\$ █	0.1	0.15	0.2	0.25	0.5	4/5/6 (2 lanes)	\$ █	0.2	0.3	0.4	0.5	1	4/5/6 (each additional lane over 2nd)	\$ █	0.1	0.15	0.2	0.25	0.5	1/2/3 (per lane)	\$ █	0	0	0.05	0.1	0.2
Subnetwork Rank	Rental / 5 min	0 - 5 min	5 - 15 min		15 - 30 min	30 - 60 min		> 60 min																																		
4/5/6 (1 lane)	\$ █	0.1	0.15	0.2	0.25	0.5																																				
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4/5/6 (each additional lane over 2nd)	\$ █	0.1	0.15	0.2	0.25	0.5																																				
1/2/3 (per lane)	\$ █	0	0	0.05	0.1	0.2																																				
				RMS Imperatives																																						
<p>Aligned with TfNSW Corporate Framework 2012-17.</p>				Customer experience Weighting = 15%	Information	40%	<p>Customer Engagement</p> <p>1) Customer engagement and consultation processes and information to customers and public re activities and projects in accordance with the approved Communication and Community Engagement Plan. (Linear allocation from 100 points for 100% of Communication and Community Engagement Plan requirements met to 70 points for 2 non conformances with the approved Communications Plan, to zero points for 5 or more non conformances with the approved Communications Plan in the relevant year).</p>																																			
			Improve customer information, feedback and reactivity.		Customer feedback and responsiveness	30%	<p>Customer Complaints</p> <p>2) Number of validated reasonable avoidable complaints against Service Provider from all sources, including driving and non-driving public, RMS stakeholders and other stakeholders (Linear allocation from 100 points for zero complaints to 70 points for 10 complaints in year to zero points for 20 or more complaints in year).</p>																																			
<p>Strategic Framework NSW 2021 Long Term Transport Masterplan State Infrastructure Strategy Metropolitan Strategy for Sydney TfNSW Corporate Plan 2012-17 RMS Corporate Strategy 2012-2016 Draft NSW Freight and Ports Strategy RMS Asset Maintenance Plan Sep-12 TfNSW Customer Survey Customer Attributes and Citizen Expectation Survey</p>				Network outcomes Weighting = 10%	Accidents and incidents		<p>Responses to Customer Complaints and Enquiries</p> <p>3) Management of responses to customer and stakeholder complaints/enquiries (close out in reasonable time) in accordance with the approved Communication and Community Engagement Plan. (Linear allocation from 100 points for 100% of complaints dealt with in accordance with Communication and Community Engagement Plan to 70 points for 2 complaints in year not dealt with in accordance with Communications Plan, to zero points for 5 or more complaints in year not dealt with in accordance with Communications Plan.)</p>																																			
					No increase in accidents and incidents on the road network.	Network access and performance		Covered in Stewardship KRA																																		
				Maintenance activities to minimise impact on the operation of the road network measured as journey times.	Incident management	100%	<p>Incident Management</p> <p>1) Support of major traffic incidents, in accordance with the Major Traffic Incident Support and Event Management Requirements. (For the Initial FWP: A linear allocation will apply between 100 points if there are no unfavourable reports from TMC, 70 points if there are 2 unfavourable reports and zero points for 5 or more unfavourable reports. For subsequent FWPs: Linear application of 100 points scored for nil unfavourable reports to zero points for 5 or more unfavourable reports.</p>																																			
				Maintenance activities to minimise impact (and improve where possible) access and reliability to the network	Environment	100%	<p>Environmental Management</p> <p>1) Environmental management rated monthly jointly by RMS Representative and Service Provider Authorised Person. Rating will consider balanced assessment of historical performance (e.g. any non-conformance with CEMP) as well as Service Provider's demonstration of proactive approach to management of sustainability and environmental risks. (Rating: 80+ points for Excellence e.g. above and beyond compliance with the relevant plans; 75 points for full compliance with relevant plans; 50 points for barely satisfactory; and 30 points for unsatisfactory. Any incident resulting in prosecution will result in zero points for the year.)</p>																																			
				Environmental impacts from maintenance activities to be minimised using an EMS. Incorporate sustainability targets. Service Providers to provide resources to assist response to natural disasters where required.	Natural Disaster		Covered in Stewardship KRA																																			

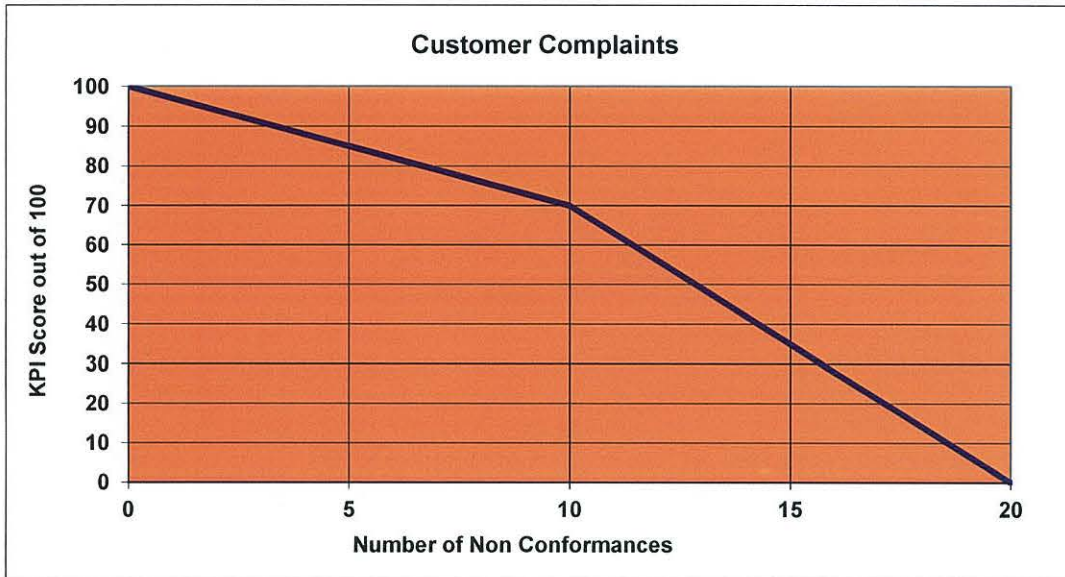
POLICY & STRATEGY			PROGRAM LEVEL KEY RESULT AREAS					
NSW GOVERNMENT POLICY	STRATEGY AREA	STRATEGY SUBGROUP	PROGRAM OBJECTIVES	KEY RESULT AREA (KRA)	KRA SUBGROUP	KPI Weighting in KRA	ROAD MAINTENANCE PROGRAM PERFORMANCE FRAMEWORK - KPI's	
Strategic Framework NSW 2021 Long Term Transport Masterplan State Infrastructure Strategy Metropolitan Strategy for Sydney TINSW Corporate Plan 2012-17 RMS Corporate Strategy 2012-2016 Draft NSW Freight and Ports Strategy RMS Asset Maintenance Plan Sep-12 TINSW Customer Survey Customer Attributes and Citizen Expectation Survey	Asset	Asset information	Asset information and performance measures to be defined.	Asset outcomes Weighting = 40%	Asset measurement and reporting		Covered in Stewardship and Program Governance KRAs	
		Prioritisation	Process for prioritisation and managing assets to be defined based on a risk based process.					
		Asset value	Overall asset value to be measured to reflect performance				1) Smooth Travel Exposure determined and reported annually (NPM 201, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for achievement of 1.5% greater than the target for the zone to 70 points for achievement of the target (86.4% for South Zone and 91.8% for West Zone in 2016-17), to zero points for the baseline condition measured at the start of the Initial Works Period. NOTE: The baseline condition will be measured and determined during the Transition Period. Interim targets will be interpolated between the baseline and 2016-17 target. 2) Road Surface Cracking determined and reported annually (NPM 304, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero Lane Kms in Red Band to 70 points for maintaining the baseline condition. Nil point condition will be determined by linear extrapolation using the 100 point and 70 point conditions). NOTE: The baseline condition will be measured and determined during the Transition Period. 3) Road Surface Rutting determined and reported annually (NPM 305, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero Lane Kms in Red Band to 70 points for maintaining the baseline condition. Nil point condition will be determined by linear extrapolation using the 100 point and 70 point conditions). NOTE: The baseline condition will be measured and determined during the Transition Period. 4) Skid Resistance determined and reported annually (NPM 307, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero Lane Kms in Red Band to 70 points for maintaining the baseline condition. Nil point condition will be determined by linear extrapolation using the 100 point and 70 point conditions). NOTE: The baseline condition will be measured and determined during the Transition Period. 5) Road Slope Assessed Risk Level determined and reported annually (NPM 502, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero slopes in Red and Amber Bands to 70 points for maintaining the baseline condition. Nil point condition will be determined by linear extrapolation using the 100 point and 70 point conditions). This KPI has been included with a zero weighting for the Initial Works Period but may be considered in a future Works Period. NOTE: The baseline condition will be measured and determined during the Initial Works Period. 6) Road Culvert Assessed Risk Level determined and reported annually (NPM 503, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero culverts in Red and Amber Bands to 70 points for maintaining the baseline condition. Nil point condition will be determined by linear extrapolation using the 100 point and 70 point conditions). This KPI has been included with a zero weighting for the Initial Works Period but may be considered in a future Works Period. NOTE: The baseline condition will be measured and determined during the Initial Works Period. 7) Bridge Health Index (NPM 401, Definition of Network Performance Measures and Indicators, IAM, May 2012) (Linear allocation from 100 points for zero Bridges in Red Band to 70 points for baseline condition in Red Band). This KPI has been included with a zero weighting for the Initial Works Period but may be considered in a future Works Period. NOTE: The baseline condition will be measured and determined during the Initial Works Period.	
		Managing assets						
		Asset outcomes	Asset performance outcomes to be defined.			Asset planning & stewardship		See Stewardship Overall Performance Unweighted Positive Modifier above.

Stewardship Maintenance Contract (SMC) - Sydney - KPI's

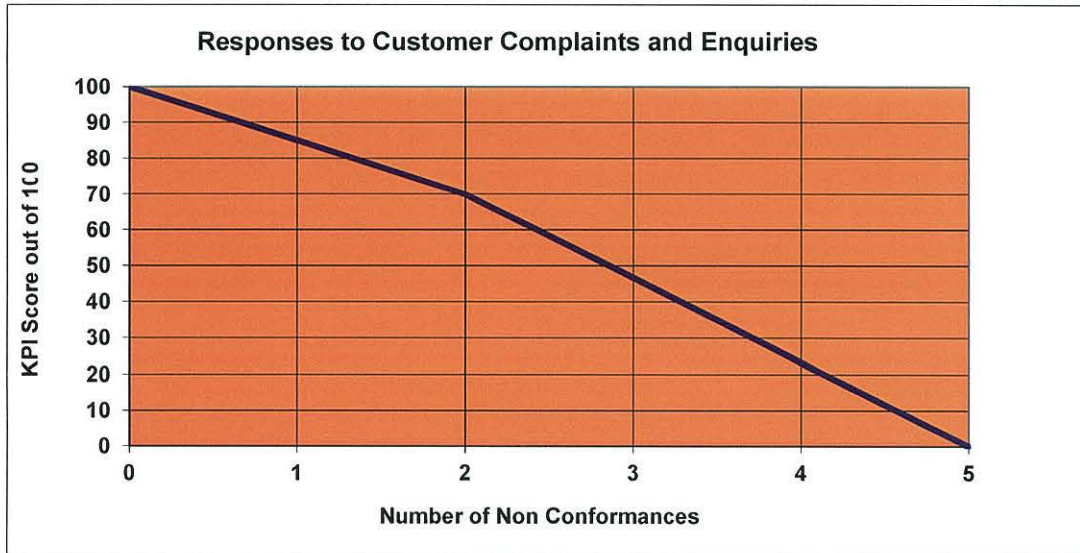
POLICY & STRATEGY			PROGRAM LEVEL KEY RESULT AREAS			
NSW GOVERNMENT POLICY	STRATEGY AREA	STRATEGY SUBGROUP	PROGRAM OBJECTIVES	KEY RESULT AREA (KRA)	KRA SUBGROUP	KPI Weighting In KRA
Strategic Framework NSW 2021 Long Term Transport Masterplan State Infrastructure Strategy Metropolitan Strategy for Sydney TNSW Corporate Plan 2012-17 RMS Corporate Strategy 2012-2016 Draft NSW Freight and Ports Strategy RMS Asset Maintenance Plan Sep-12 TNSW Customer Survey Customer Attributes and Citizen Expectation Survey	Business	Financial control	Program Governance for the maintenance contracts to be provided	Program Governance Weighting = 20%	Financial control	40% Compliance with Contract Requirements 1) Corrective Action Requests created in accordance with Q6 specification caused by noncompliance of contract work or contract activity reported by either scheduled or unscheduled audit initiated or conducted by RMS. (Linear allocation from 100 points for nil reported non conformances resulting in Corrective Action Requests, 70 points for 2, and zero points for 5 or more reported Corrective Action Requests in a Contract Year). EXPLANATORY NOTE: The operation of the Service Provider Quality Management System to record and act upon non conformances would not cause any impact on the KPI score.
		Collaboration	Collaboration between RMS and Service Providers to be maximised.		Reporting	
		Workforce development & safety	workplace for all staff.		Collaboration	
					People	
	Efficiency	Reduce cost	Efficiency targets to reduce cost of maintenance to be incorporated.	Efficiency Weighting = 10%	Cost efficiency	30% Relationship 2) Relationship quality rated monthly jointly by RMS Representative and Service Provider Authorised Person. (Rating from 80+ points for Excellence, 70 for effective relationship, 50 points for barely satisfactory, 30 points for unsatisfactory, zero points for "toxic".) Safety 3) Safety management rated monthly jointly by RMS Representative and Service Provider Authorised Person. (Rating from 80+ points for Excellence, 70 points for effective management, 50 points for barely satisfactory, 30 points for unsatisfactory. Any serious safety incident such as permanent injury or death will result in a zero score for the Contract Year)
		Minimise whole of life costs			Agreed time targets	
		Innovation	Innovation proposed by the Contractor to be measured in cost savings.		Innovation	
						100% Time performance 1) Achievement of Milestones pursuant to the contract, which may include provision of Asset Management Plans, Forward Works Programs and completion of Special Projects. (Linear scale from 75 for achievement on or before the Milestone date to 30 points for completion on any specified maximum overrun period in time. All Milestones to be averaged for each contract year.) NOTE: If a maximum overrun period is not specified then 45 business days will apply.
						Incorporated into commercial terms. See Stewardship Overall Performance Unweighted Positive Modifier above.



Stewardship Maintenance Contract (SMC) - Sydney - KPI's

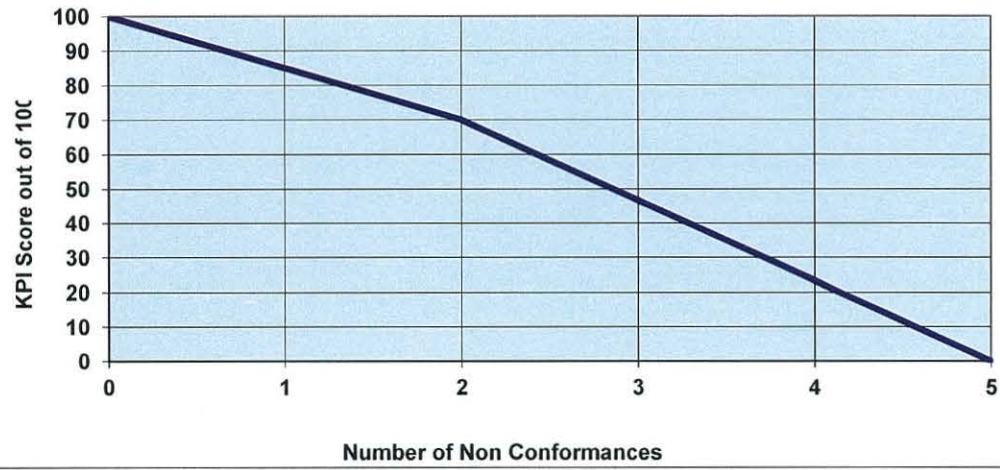


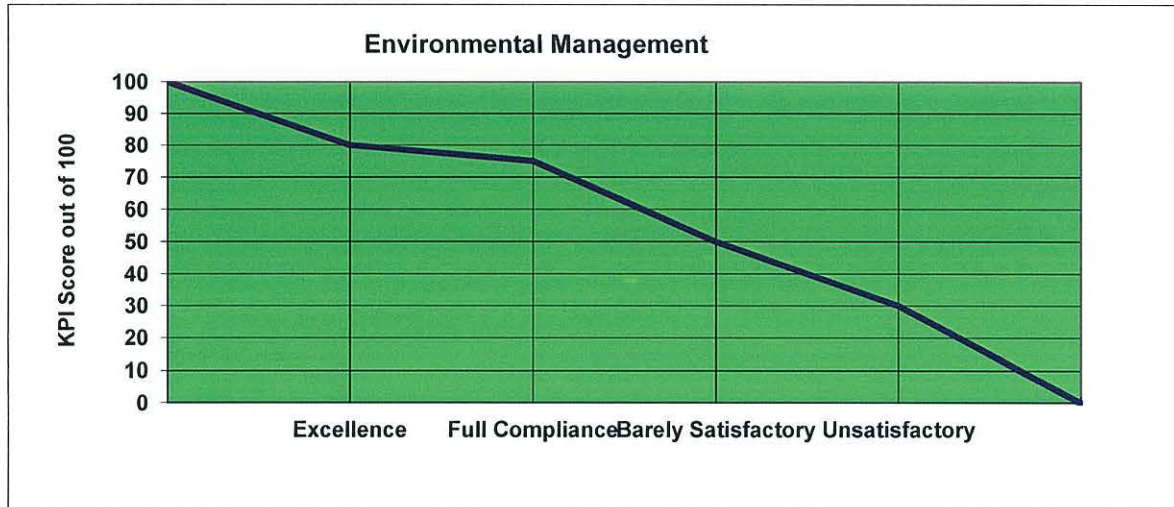
Stewardship Maintenance Contract (SMC) - Sydney - KPI's



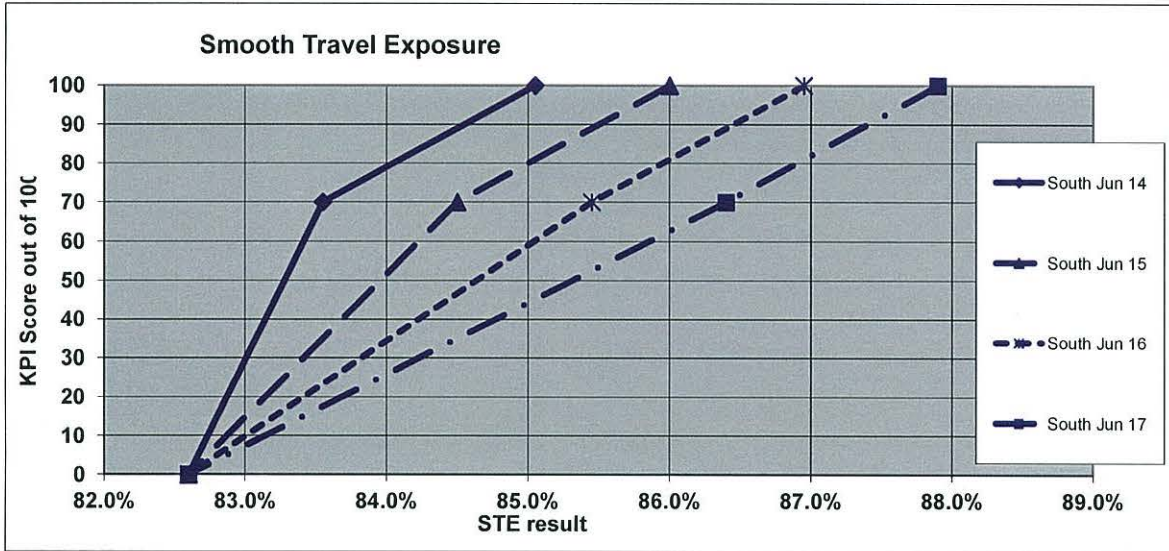
Stewardship Maintenance Contract (SMC) - Sydney - KPI's

Incident Management

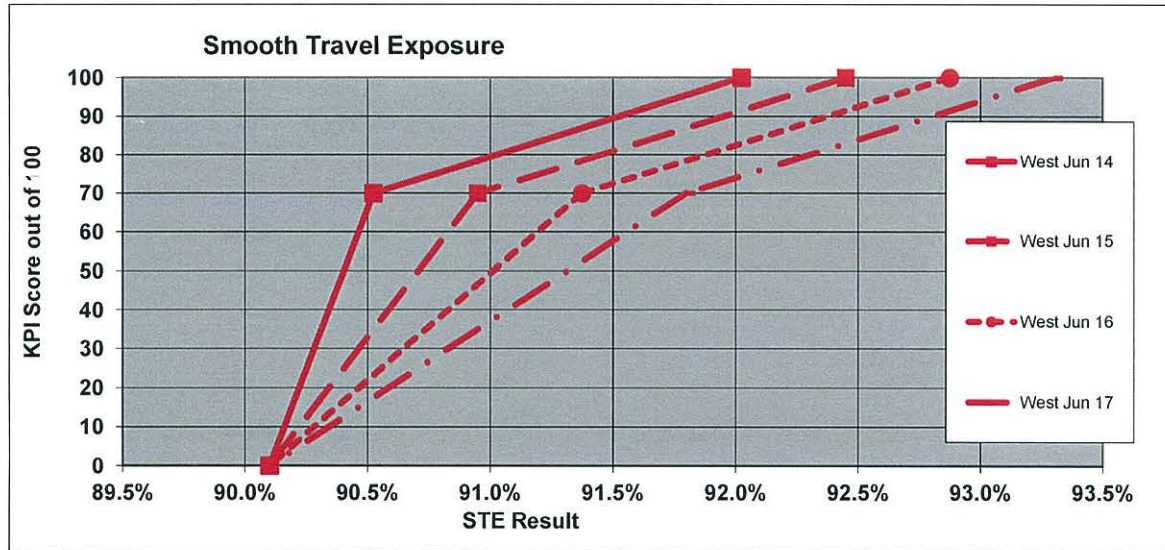




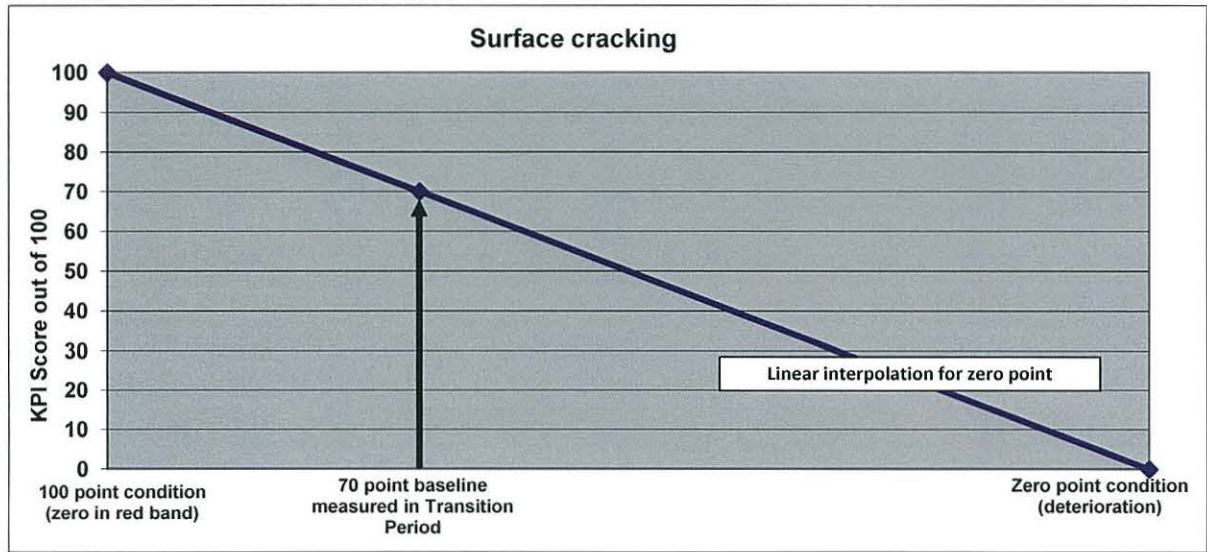
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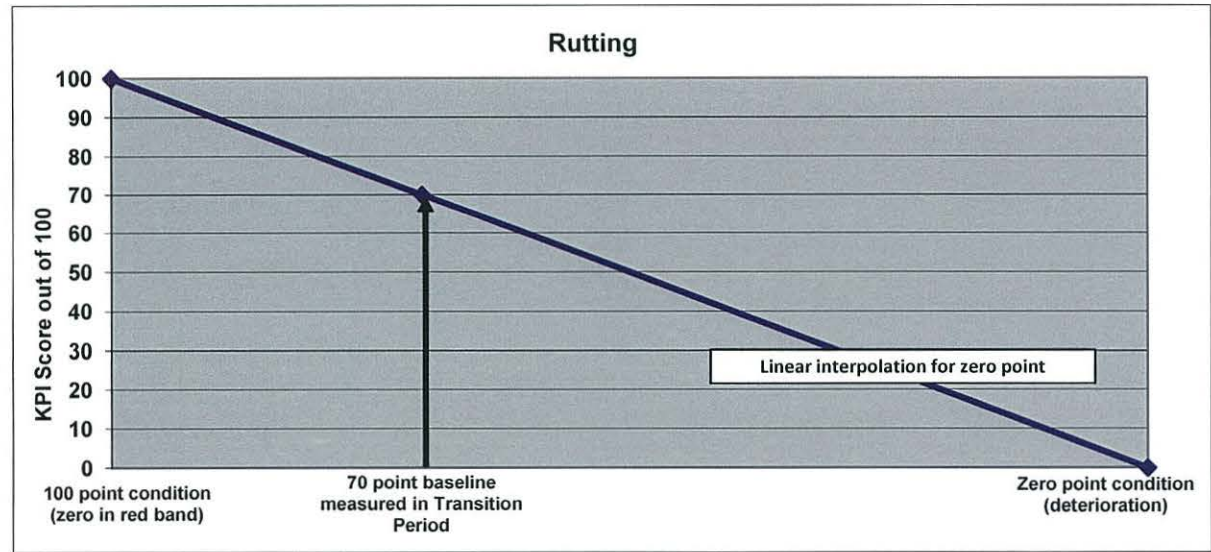
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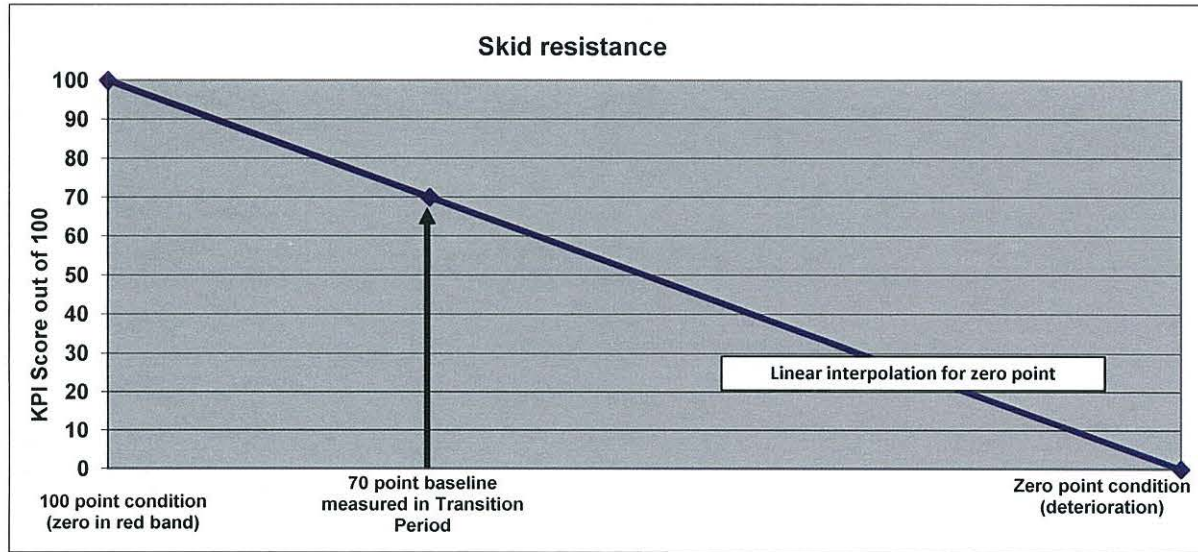
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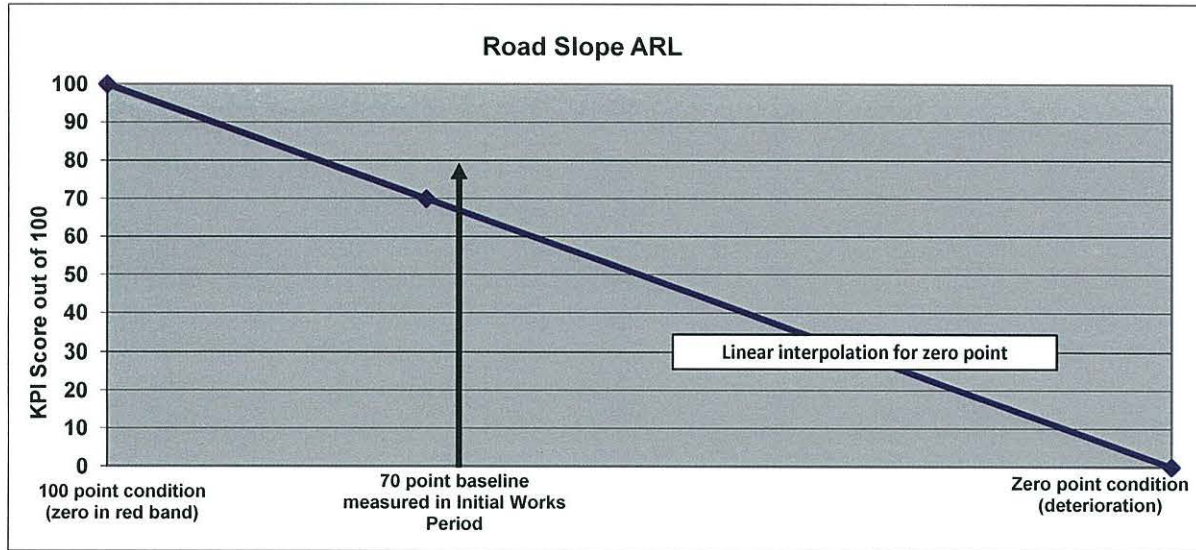
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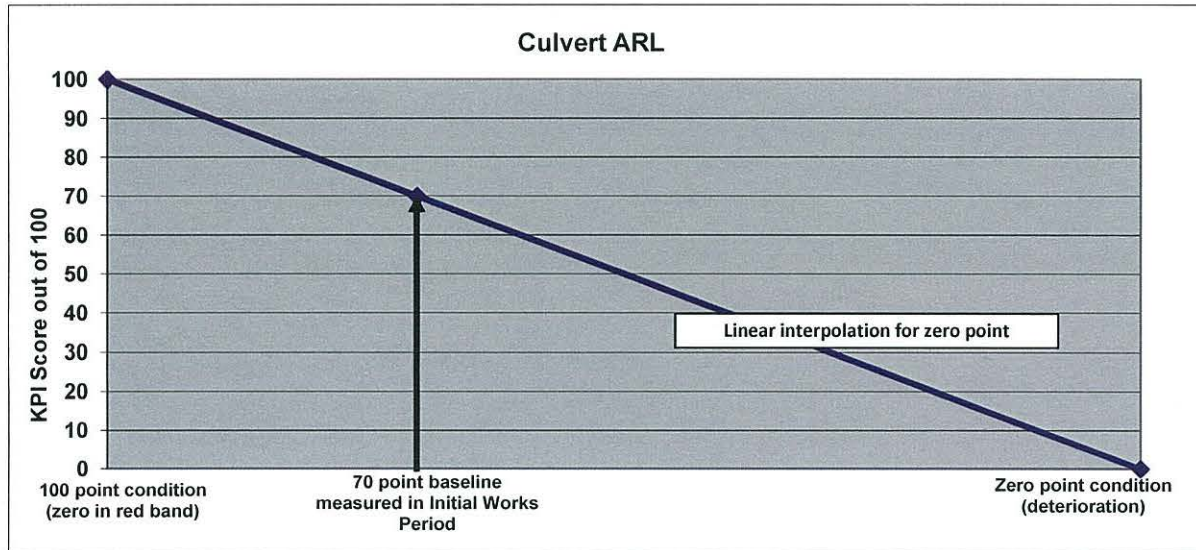
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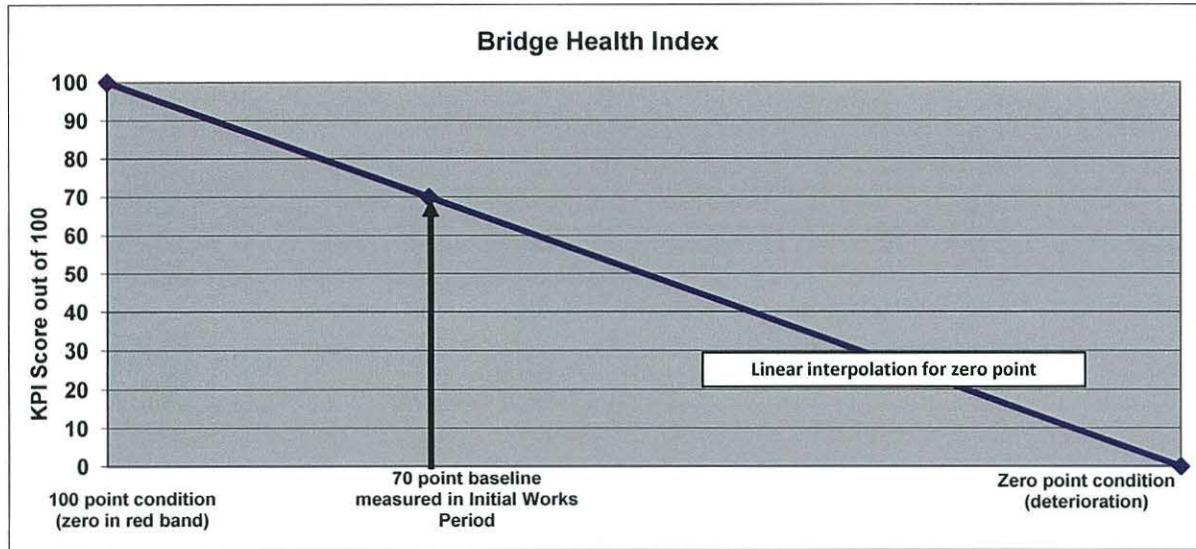


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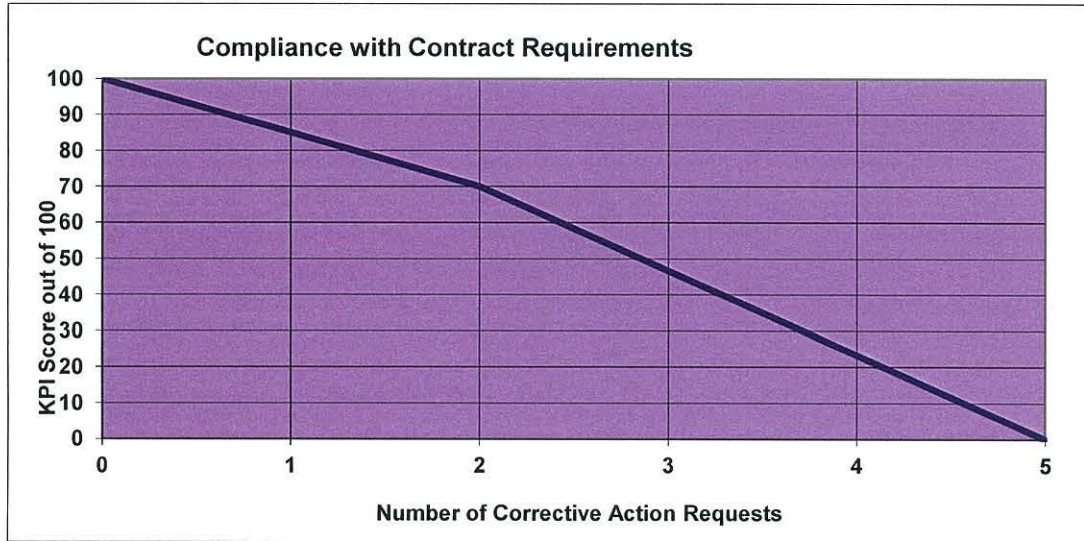


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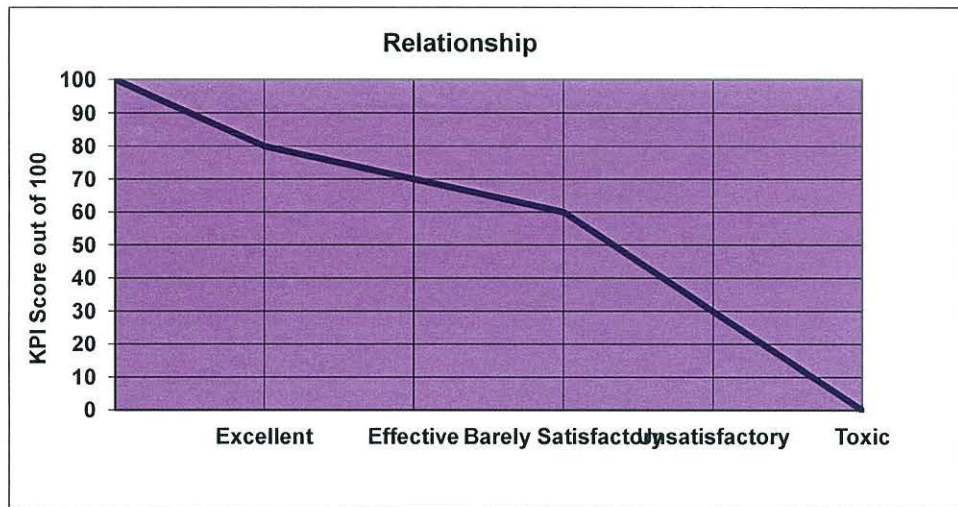




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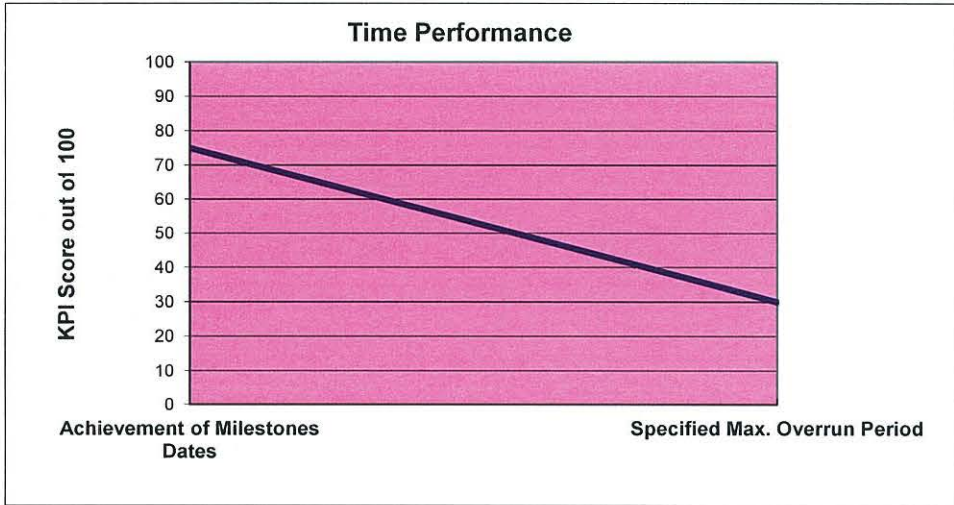
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Stewardship Maintenance Contract (SMC) - Sydney - KPI's



Stewardship Maintenance Contract (SMC) - Sydney - KPI's



Appendix 2 Performance Measurement Principles and Policy Objectives

1. General

The objectives and principles that RMS has had regard to in developing this Performance Framework and which the parties must have regard to in agreeing any amendment to this Performance Framework include:

- a) the Performance Measurement Principles set out in section 2 of this Appendix; and
- b) the NSW Government policy objectives details in section 3 of this Appendix.

2. Performance Measures Principles

The key principles for the Performance Framework are:

- c) performance measures are aligned with NSW Government and RMS policy and strategy;
- d) the Performance Framework will provide a consistent performance measurement across different service providers for different Zones;
- e) the commercial outcomes for the Service Provider will be aligned to the performance outcomes which RMS wishes to achieve under this document;
- f) the Service Provider is encouraged to take a "Stewardship" role over the network and be involved in defining and delivering good performance;
- g) the Performance Framework will be as simple and practical as possible and not require undue effort to manage. Wherever possible the effort expended in measuring and assessing performance will be to assist in the management of the Assets, rather than for the administration of this document.
- h) the Performance Framework will be flexible to allow adjustments subject to lesson learnt, performance of the Service Providers and RMS, and changes to NSW Government policy or RMS strategy.

3. NSW Government Policy Objectives

3.1 Key Policy Documents

Key NSW Government policy documents that provide the context for the Performance Framework include:

- a) NSW Government, NSW 2021 – A plan to make NSW number one (NSW2021)
- b) TfNSW, Long Term Transport Masterplan (LTTMP)
- c) NSW Road Safety Strategy (NSW2021)
- d) Infrastructure NSW, First things first - The State Infrastructure Strategy 2012-2032 (SIS)
- e) TfNSW, Connections – 2012-17 Corporate Plan (TfNSW Corp Plan)
- f) NSW Planning, Sydney towards 2036 - Metropolitan Strategy Review
- g) Draft NSW Freight and Ports Strategy
- h) Roads and Maritime Services 2012–2016 Corporate Strategy (RMS Corp Strategy)
- i) Roads and Maritime Services 2012–2013 Corporate Delivery Plan (RMS Corp Plan)
- j) RTA Customer Attributes & Citizen Expectation Survey 2011 (CA&CES)

In particular it is intended that the Performance Framework will be aligned with the TfNSW Corporate Plan and the RMS Corporate Plan to ensure that the Program contributes to the performance measures included in these documents.

Over the course of the Contract Term it is expected that policy may evolve and the Performance Framework may need to be adjusted to suit.

3.2 Policy and Strategy Overview

The key strategy areas and strategy subgroups identified from the NSW Government policy document listed in section 3.1 of this Appendix above are summarized in Figure 1 below.

NSW GOVERNMENT POLICY	STRATEGY AREA	PROGRAM OBJECTIVES	
<p>Strategic Framework NSW 2021 Long Term Transport Masterplan State Infrastructure Strategy Metropolitan Strategy for Sydney TfNSW Corporate Plan 2012-17 RMS Corporate Strategy 2012-2016 Draft NSW Freight and Ports Strategy RMS Asset Maintenance Plan Sep-12 TfNSW Customer Survey Customer Attributes and Citizen Expectation Survey</p>	Aligned with TfNSW Corporate Framework 2012-17.		
	Customer	Customer focus Information Feedback	Improve customer information, feedback and reactivity.
	Road safety	Accident and incidents	No increase in accidents and incidents on the road network.
	Travel	Journey times Incident management	Maintenance activities to minimise impact on the operation of the road network measured as journey times.
	Access	Access Reliability	Maintenance activities to minimise impact (and improve where possible) access and reliability to the network.
	Environment	Environmental impacts Sustainability Natural disaster	Environmental impacts from maintenance activities to be minimised using an EMS. Incorporate sustainability targets. Service Providers to provide resources to assist response to natural disasters where required.
	Asset	Asset information Prioritisation Asset value Managing assets Asset outcomes	Asset information and performance measures to be defined. Process for prioritisation and managing assets to be defined based on a risk based process. Overall asset value to be measured to reflect performance Asset performance outcomes to be defined.
	Business	Financial control Collaboration Workforce development & safety	Program Governance for the maintenance contracts to be provided Collaboration between RMS and Service Providers to be maximised. Program to ensure a well managed and safe workplace for all staff.
	Efficiency	Reduce cost Minimise whole of life costs Innovation	Efficiency targets to reduce cost of maintenance to be incorporated. Innovation proposed by the Contractor to be measured in cost savings.

Figure 1 – Policy and strategy framework

3.3 Strategy Objectives and Key Result Areas

The manner in which the NSW Government Strategy objectives have been translated into the Key Result Areas for the Performance Framework are detailed below.

3.4 Customer Outcomes

Transport policy statements emphasise the need to focus on the customer as the user of the road network. The key focus of Transport for NSW (TfNSW) is “We place the customer at the centre of everything we do”.

Other key policy statements carry through this intent as follows:

- a) Improve customer experience/satisfaction with transport services (NSW2021)
- b) Develop customer satisfaction measure (NSW2021)
- c) Increase real-time information to customers (NSW2021)
- d) Improve government transparency by increasing access to government information (NSW2021)
- e) Greater understanding of customer issues to allow service measures to be established (LTTMP)
- f) Customer feedback to inform decision making (RMS Corp Strategy)
- g) Easy for customers to interact with RMS (RMS Corp Strategy)

The definition of customer for the purposes of this performance framework, includes road users, local communities and the general public.

Based on the policy statements, the strategy areas and program objectives in relation to the customer fall into three sub-groups as follows:

Strategy	Strategy objective
Customer focus	<ul style="list-style-type: none"> • Responsive to customers through review and reprioritisation of maintenance based on customer feedback. • Efficient management of customer correspondence and complaints • Make it easy for customers to interact with RMS and Service Providers regarding road maintenance.
Information	<ul style="list-style-type: none"> • Improve transparency on the priorities and outcomes of road maintenance in each area through regular communication with customers. • Ensuring availability of advance warning to customers of road maintenance activities. • Provide real-time information to customers relating to road maintenance activities
Feedback	<ul style="list-style-type: none"> • Proactively provide opportunities for customers to provide feedback on the road network • Develop customer satisfaction measure for the road contestability program • Increase opportunities for customers to look after their own neighbourhoods

3.5 Network Outcomes

NSW transport policy encourages a focus on improving the performance of the road network with focus on improving road safety, travel and access. These two areas have been combined into a “Network outcomes” KRA, as they both relate to how the road network is performing from the perspective of road users and other customers.

Key policy statements include as follows:

- a) *Improve road safety – reduce fatalities to 4.3 per 100,000 population by 2016 (NSW2021)*
- b) *Implement the NSW Road Safety Strategy (NSW2021)*
- c) *Improve road safety assessments – implement Austroads National Risk Assessment Model (LTTMP)*
- d) *Deliver key safety compliance schemes (RMS Corp Strategy)*
- e) *Reduce travel times – improve efficiency of the road network in peak periods (NSW2021)*
- f) *Incremental projects that yield substantial benefits by addressing critical pinch points (SIS2012)*
- g) *Maximise the use of existing assets (SIS2012)*
- h) *Improve the efficiency of services and operations – reduce journey times (TfNSW Corporate Framework)*

Based on the above policy statements, the strategy areas and program objectives in relation to the network fall into six sub-groups as follows:

Strategy	Strategy objective
Crash and incidents	<ul style="list-style-type: none"> • Improved safety outcomes for the road network • Contribute to the implementation of the Road Safety Strategy. • Improve road safety assessment process by complying with the Austroads National Risk Assessment Model
Incident management	<ul style="list-style-type: none"> • Reduce impacts of incidents on the road efficiency.
Event management	<ul style="list-style-type: none"> • Assisting with the management of major events.
Journey times	<ul style="list-style-type: none"> • Reduce travel times. • Improve efficiency of the road network during peak periods.
Access to the network	<ul style="list-style-type: none"> • Maximise access to the road network
Network reliability	<ul style="list-style-type: none"> • Improve the reliability and availability of the road network.

3.6 Environment and Sustainability

The environment and sustainability has increasingly become a key area of focus within transport. Current policy requires that impacts be minimised on the environment and that continuous improvement is sought in the delivery of Services.

Relevant policy statements include as follows:

- a) *Develop a coordinated Transport Environmental and Sustainability Policy Framework (LTTMP)*
- b) *Mitigate noise and emission impacts from road projects (LTTMP and RMS Corp Strategy)*
- c) *Incorporate sustainability principles in procurement policy (LTTMP)*
- d) *Reduce carbon emissions from transport (TfNSW Corp Plan)*
- e) *Improve environmental management skills (TfNSW Corporate Framework)*

- f) *Appropriate arrangement to respond to natural disasters (NSW2021)*
- g) *Partner with regulators for an effective EMS framework (RMS Corp Strategy)*

Based on the above policy statements, the strategy areas and program objectives in relation to the environment and sustainability fall into three sub-groups as follows:

Strategy	Strategy objective
Environmental impacts	<ul style="list-style-type: none"> • Environmental impacts are minimised. • Environmental management skills are improved. • Partnership with regulators for effective Environmental Management System frameworks.
Sustainability	<ul style="list-style-type: none"> • Incorporate sustainability principles in procurement policy. • Reduce carbon emissions
Natural disaster	<ul style="list-style-type: none"> • Respond to natural disasters

3.7 Asset Outcomes

Transport policy encourages a focus on improving the performance of the road asset to ensure that there are flow-on effects into other outcomes. Performances measures in relation to assets will focus on ensuring that the asset is maintained to minimum expected standards and will provide the best outcomes on a whole of life basis.

Relevant policy statements include as follows:

- a) *Improve quality of urban and state roads - 93% of state roads meeting national road smoothness standard (NSW2021)*
- b) *Work with maintenance providers to support priority road maintenance programs (NSW2021)*
- c) *Establish greater understanding of the transport asset portfolio, asset condition and performance (LTTMP)*
- d) *Priorities for maintenance identified using a risk based approach (LTTMP)*
- e) *Road rebuilding target of 2% of the network per year (LTTMP)*
- f) *Maintain the condition and long-term value of assets to deliver desired service standards (RMS Corporate Strategy)*
- g) *Specific asset performance measures defined in RMS Asset Maintenance Plan*

Based on the above policy statements, the strategy areas and program objectives in relation to the assets fall into five sub-groups as follows:

Strategy	Strategy objectives
Asset information	<ul style="list-style-type: none"> • Continually improve the data used for decision making • Establish greater understanding of the transport asset portfolio, asset condition and performance. • Identify critical service gaps through monitoring and analysis
Prioritisation	<ul style="list-style-type: none"> • Priorities identified using a risk-based approach incorporating both service risks and asset risks • Appraise and rank options for maintenance investment.
Asset value	<ul style="list-style-type: none"> • Maintain the condition and long-term value of assets for delivery of desired service standards
Managing assets	<ul style="list-style-type: none"> • Establish an improved set of performance indicators • Develop a more rigorous and reliable method to assess future

Strategy	Strategy objectives
	<ul style="list-style-type: none"> condition of bridges Develop a pavement condition model to predict structural performance of roads and assets
Asset outcomes	<ul style="list-style-type: none"> Quality of road network is improved.

3.8 Program Governance

Ensuring that the RMCP is managed in an effective way is a key requirement of transport policy. A set of performance measures for Program Governance will ensure that appropriate management systems, processes and controls are put in place by the Service Providers. By ensuring effective governance of the Service Provider the reputation of the RMS and NSW Government will be protected.

Relevant policy statements include as follows:

- a) *Restore trust in state and local government as a service provider (NSW2021)*
- b) *Improved financial management and control (NSW2021)*
- c) *Enhance our partnerships across government and industry to deliver quality transport outcomes (TfNSW Corp Plan)*
- d) *Ensure RMS Governance is aligned with TfNSW (RMS Corp Strategy)*
- e) *Partnership based approach to service delivery (RMS Corp Plan)*
- f) *Support the development of a capable cohesive and safe workforce (TfNSW Corp Plan)*
- g) *Leader in industry for workforce safety (RMS Corp Plan)*

Based on the above policy statements, the strategy areas and program objectives in relation to the Program Governance fall into three sub-groups as follows:

Strategy	Strategy objectives
Financial control	<ul style="list-style-type: none"> Improved financial management and control
Collaboration	<ul style="list-style-type: none"> Partnership approach to service delivery. Enhance reputation of RMS, TfNSW and service providers.
Workforce development & safety	<ul style="list-style-type: none"> Support development of capable and cohesive workforce Leader in industry for workforce safety

3.9 Efficiency

The key reason for developing the Program is to improve the efficiency in delivery of road maintenance and minor improvement works. On this basis efficiency has been identified as a specific KRA to incorporate a number of outcome measures. Efficiency must be measured not only in the cost of works, but also the benefits measured in the whole of life costs for the assets.

Relevant policy statements include as follows:

- a) *Rebuild State finances – Improve efficiency and effectiveness of expenditure (NSW2021)*
- b) *Effective balance sheet management of funding (NSW2021)*
- c) *Implement asset maintenance improvement program – contestability (LTTMP)*
- d) *Efficient public sector operating models – better performance and increased productivity (LTTMP)*
- e) *Increase efficiency of our maintenance through innovation in planning, delivery and procurement (TfNSW Corporate Plan)*
- f) *Efficient services and align business operations with Service NSW (RMS Corp Strategy)*

Based on the above policy statements, the strategy areas and program objectives in relation to the efficiency fall into three sub-groups as follows:

Strategy	Strategy objectives
Reduce cost	<ul style="list-style-type: none">• Ensure agreed efficiency targets, savings and revenue targets are met• Improve efficiency and effectiveness of expenditure
Minimise asset whole of life costs	<ul style="list-style-type: none">• Minimising whole of life costs• Capture value from public investments.
Innovation	<ul style="list-style-type: none">• Improve innovation in the public sector and Service Providers

SCHEDULE 5

MAJOR TRAFFIC INCIDENT SUPPORT AND EVENT MANAGEMENT REQUIREMENTS

Stewardship Maintenance Contracts (SMCs) – Sydney

Schedule 5 – Major Traffic Incident Support and Event Management Requirements

6 June 2013

Contents

1	Background and Introduction.....	5
1.1	Purpose of this Document	5
1.2	Introduction	5
2	Major Traffic Incident Support.....	6
2.1	Overview	6
2.2	Examples of incidents.....	7
3	Natural Disaster and Weather Event Support	8
3.1	Overview	8
3.2	Example of incident	8
4	Event Management Support	9
4.1	Overview	9
4.2	Examples of events	10
5	Expected behaviours of Service Provider	11
6	Minimum requirements for crews	12
7	Interface protocols and plans.....	13
7.1	Overview	13

Appendices

Appendix 1	Emergency and Incident Response - 3 month log (Jan to Mar).....	14
Appendix 2	2013 Event Calendar.....	22
Appendix 3	Sydney Running Festival Event Management Plan	25
Appendix 4	Supervisor Vehicle Equipment List.....	26

Definitions

Defined terms used in this document have the same meaning as those used in the Stewardship Maintenance Contract document.

List of Abbreviations

CBD	Central Business District
RFS	Road and Fleet Services
RMCR PMO	Road Maintenance Contestability Reform Program Management Office
RMCR Program	Road Maintenance Contestability Reform Program
RMS	Roads and Maritime Services
SMC	Stewardship Maintenance Contract
TCP	Traffic Control Plan
TEP	Traffic Emergency Patrol
TfNSW	Transport for New South Wales
TMC	Transport Management Centre

I Background and Introduction

I.1 Purpose of this Document

- 1.1.1 The purpose of this document is to establish the Major Traffic Incident Support and Event Management requirements which will be delivered under the Stewardship Maintenance Contract (SMC).
- 1.1.2 This document describes the Services associated with Major Traffic Incident Support and Event Management which will be delivered by the Service Provider under the SMC, along with specific activities and functions that will be performed by Transport Management Centre (TMC) and RMS.
- 1.1.3 This document should be read in conjunction with other SMC contract documents including the SMC Services Requirements, Commercial Framework, and Performance Framework.

I.2 Introduction

- 1.2.1 The TMC is a division of Transport for New South Wales (TfNSW) with responsibility for managing road incidents and events across New South Wales as well as public transport in Sydney with an emphasis on the commuter task. The TMC accountabilities and responsibilities include:
 - a) Managing the day to day traffic operations on the state road network;
 - b) Developing and implementing plans for managing road incidents in the RMS Sydney region including privately operated motorways;
 - c) Leading the traffic and transport management elements of designated major events;
 - d) Assisting RMS, local government and Police with the management of non-designated events;
 - e) Developing and maintaining the “Guide to Traffic and Transport Management for Special Events” through websites, state-wide workshops and printed material, as Secretariat to NSW Department of Premier and Cabinet;
 - f) Managing the issue of road occupancy licences within the Sydney Metropolitan Area; and
 - g) Providing real time road information to the public regarding incidents and events in a timely fashion.
- 1.2.2 To ensure the effective functioning of the network the Service Provider is required to support the TMC in the following circumstances:
 - a) Managing and providing resources for traffic diversions and site clean up in the event of a major traffic incident (Section 2);
 - b) Restoring access in the event of a weather event natural disaster e.g. flood, snow, fire, earthquake (Section 3); and
 - c) Managing road closures and detours for an annual schedule of special events e.g. New Years Eve, marathons, road cycling events as well as short notice events with minimal lead time e.g. State funerals, protest marches, and police operations (refer Section 4).
- 1.2.3 It is anticipated that the Service Provider will work collaboratively with RMS to determine the detailed scope of services to be provided by the Service Provider. However, a broad range of likely Services required is described in the following sections.

2 Major Traffic Incident Support

2.1 Overview

- 2.1.1 TMC has a key performance indicator (TMC KPI) to ensure that major traffic incidents on the major highways are cleared within 4 hours of identification and within an average of 40 minutes for 98% of the incidents occurring on principal transport routes in Sydney. These TMC KPIs are aligned with government goals in the NSW 2021 Plan and are regularly reported.
- 2.1.2 To achieve these TMC KPIs, TMC will need assistance from Sydney SMC Service Providers, on average, for 1 to 2 major traffic incidents per month. However the number of events may be highly variable over time and across Zones.
- 2.1.3 In responding to major traffic incidents, the objectives are:
- a) Maintain the safe operation of the network;
 - b) Maximise network availability;
 - c) Minimise disruption to the road user; and
 - d) Restore network capacity as soon as possible.
- 2.1.4 The first line of response to a traffic incident will be provided by dedicated RMS units, the Driver Aid Services (DAS) and Traffic Emergency Patrol Service (TEPS) teams. As at April 2013, there are eight dedicated units patrolling the arterial road network throughout Sydney. In many cases, the DAS/TEPS teams will respond to incidents and restore the network without needing further support from the Service Provider.
- 2.1.5 Where needed, support from the Service Provider will be required on an 'as needs' basis to provide a second line of support. Historically, service providers have not had crews dedicated to this response, but have mobilised or redeployed maintenance and construction crews from other tasks to attend major traffic incident sites. It is anticipated that a Service Provider will provide at least an equivalent response.
- 2.1.6 To the extent that the Service Provider diverts crews from an operational work site then it must first ensure that the work site is made safe.
- 2.1.7 The Service Provider may be requested to provide incident support Services outside the Zone and to private motorways and local roads within the Zone. In some cases, more than one service provider may be requested to respond and will need to work collaboratively to achieve a joint incident response.
- 2.1.8 The services to be performed by the Service Provider for major traffic incident support include but are not limited to:
- a) Providing safe traffic control, including contra-flows and traffic detours to minimise disruption to road users;
 - b) Cleaning up the incident site;
 - c) Preparing the affected site for traffic flow, making good damage to assets so that the road is safe for operation; and
 - d) Verifying that damaged assets are safe to be brought back into operation. This may require specialist technical advice in the event of damage to structures.
- 2.1.9 The Service Provider crews attending the scene will be required to respond to directives from the Principal Manager, Transport Operations, Transport Management Centre (TMC) or delegate. The major traffic incident site is usually controlled by a TMC Traffic Commander who will issue directives to the Service Provider crews. In some circumstances emergency services (police, fire brigade and/or

ambulance) will control the major traffic incident and issue directives. The Service Provider must work cooperatively with the emergency services to meet the objectives above.

- 2.1.10 The permitted working time for attending major traffic incidents is unrestricted. The Service Provider is required to attend incident sites and make available support services at any time. The Service Provider must attend major traffic incidents regardless of the time they occur. All major traffic incidents must be addressed as a priority.
- 2.1.11 A major incident response event will be considered to have occurred if it results from a significant event affecting network operations (e.g. major weather impacts and incidents with vehicles, pedestrians and live animals) and where the TMC requires the Service Provider to provide resources to assist it in recovering the network to efficient operation. A major incident response event will include instances where the Service Provider is requested to provide resources and does so in a timely manner but where the resources are not required (e.g. if the incident is resolved earlier than expected).
- 2.1.12 For the avoidance of doubt, a major incident response event will not be considered to have occurred where it relates to a request for the Service Provider to perform Routine Services on an urgent basis (e.g. an urgent request to repair a pothole or clearing a blocked drain which is considered to be a hazard but which should be dealt with under routine maintenance).

2.2 Examples of incidents

- 2.2.1 The services to be provided by the Service Provider will depend on the nature of the major traffic incident. An example of a major traffic incident which required Service Provider support is described below:

A serious multi vehicle accident occurred on the M4 motorway on Thursday, 11 October 2012 at 12:18 pm which involved two trucks and a light vehicle resulting in the M4 being closed to all traffic at a point just west of the Silverwater Road Overpass. Road & Fleet Services (RFS) staff were requested to attend the incident site to assist with the closures at Silverwater Road (west bound) and Church Street (east bound) while the site was cleared. RFS road maintenance staff swept the road pavement using a vacuum truck, replaced the centre concrete road barriers with a backhoe and removed debris from the site. The M4 was reopened prior to the afternoon peak hour at 3:00 pm.
- 2.2.2 Examples of requests for urgent response in the West Zone for the period from 1 January 2012 to 31 March 2012 are provided in Appendix I for information. This includes urgent requests to perform routine maintenance services (e.g. to repair large potholes where there is a safety concern) as well as requests to provide support to major incidents (e.g. to support network recovery after a motor vehicle accident).

3 Natural Disaster and Weather Event Support

3.1 Overview

- 3.1.1 The Service Provider may be required to provide support in the event of a natural disaster or unseasonable weather events, such as snow, storms, large scale flooding, bushfires and high winds.
- 3.1.2 The requirements for supporting these types of events will be the same or similar to that described in Section 2. It should be noted that major natural disasters may require a large and sustainable response and the Service Provider must have in place contingency plans that ensure resourcing levels are able to be maintained over multiple shifts.

3.2 Example of incident

- 3.2.1 An example of a historical weather event that required service provider support is described below:

On Friday 12 October 2012, the Great Western Highway was closed to all traffic due to snow falls across this area. Initially this was confined to the Katoomba to Mount Victoria section of the highway commencing at around 8:15 am. The snow fall extended further east to Bullaburra resulting in the closure of the Bells Line of Road. This effectively meant the isolation of the Western part of NSW from Sydney. RFS staff were deployed to undertake traffic control duties at the eastern (Lawson) and western end of the road closures (assistance was provided through RFS Country West Road Services). RFS additionally deployed heavy machines to clear the snow from the roads and engaged industry partners to remove / cut any large trees which had fallen or posed a safety hazard. The roads were reopened to all traffic by 4:00 pm. RFS staff then proceeded with clean up operations into the early part of the night and returned on Saturday to complete this operation.

4 Event Management Support

4.1 Overview

- 4.1.1 Sydney hosts a multitude and variety of events which can impact on the effective operation of the road network and needs to be effectively planned and managed. The NSW Government has set a goal of increasing the number of events hosted by Sydney by 10% by 2016.
- 4.1.2 The events include:
- a) Those which are scheduled and planned in advance such as the Sydney Marathon, New Years Eve Harbour Bridge closures, Sydney to Gong bike ride; and
 - b) Those which are scheduled and planned at short notice such as visits from foreign dignitaries e.g. US President, sporting celebrations such as returning Olympians, and protest rallies.
- 4.1.3 The majority of the events occur in the South Sydney Zone which encompasses Sydney's Central and North Sydney Business Districts (CBDs), Centennial and Moore Park precincts as well as the Sydney Cricket Ground and Randwick Racecourse. Events also occur in the West Zone (e.g. V8 Supercars at Eastern Creek) as well as the North Zone (e.g. Sydney Olympic Park, Rosehill Racecourse).
- 4.1.4 Events may be sponsored and organised by a variety of stakeholders such as Department of Premier and Cabinet, entertainment facility owners and others. TMC is responsible for leading and coordinating the traffic and transport management in conjunction with RMS and other agencies such as NSW Police.
- 4.1.5 The Service Provider is required to provide services to support the delivery of these events, including events that are not located within the Zone.
- 4.1.6 The activities for event management include but are not limited to:
- a) Preparing Traffic Control Plans (TCPs) for events;
 - b) Setting up and removing temporary signs and devices (e.g. special event clearway advisory tape, portable variable message signs, eye-level corflute signage to improve compliance) up to 14 days in advance of an event;
 - c) Manufacturing, installing and removing specific event signposting; and
 - d) Provision of traffic control services including establishing route detours for major events.
- 4.1.7 The Service Provider is expected to make available resources as required by TMC however TMC may also contract works to other parties for the supporting road networks.
- 4.1.8 The level of event management support may vary e.g. as many as 350 people for large events such as New Years Eve and the, Sydney Running Festival, or as few as 6 people. This will be dependent on the event scale and may span several days.
- 4.1.9 The requirements for the Service Provider at each event will be documented through an Event Management Plan prepared by the TMC in collaboration with the Service Provider. Smaller events and events scheduled at short notice may have less prescriptive requirements.
- 4.1.10 The frequency and complexity of events is expected to increase over time in line with the Government's goals, and this will require increased support from the Service Provider.
- 4.1.11 The delivery of the event management services must be coordinated with other service providers across the network, with one service provider taking the lead co-ordinating role for deployment of assets and staff resources. Where the event, or majority part thereof is within the Zone, the responsibility for the management of the event support services will usually reside with the Service Provider. However RMS and/or TMC may elect to assign the responsibility for coordinating the services to another service provider at its discretion.

- 4.1.12 The Service Provider is required to participate in event planning meetings, pre-event briefings and post-event debriefings. Cost estimates will also need to be prepared for the services as part of the planning process, with actual costs then separately reported.
- 4.1.13 Wherever possible RMS will provide previous Traffic Control Plans (TCPs) for similar events however these plans may vary each year due to learning from prior events or change in scope of the event.
- 4.1.14 The Service Provider will be required to store, maintain and renew signage for recurring events and to investigate and implement (as part of any signage renewal) emerging technologies such as LED signage and wireless communication technologies that continually update public information for events. The ability to store assets in close proximity to the Sydney CBD will enable quick turn around in the event of last minute changes.

4.2 Examples of events

- 4.2.1 The event calendar for 2013 is included at Appendix 2. There are numerous events not listed in Appendix 2 which require assistance from service providers, including smaller events and/or events scheduled at short notice. It is anticipated that a similar series of events will be supported by the Service Provider.
- 4.2.2 An example Event Management Plan prepared by TMC for a large event (the Sydney Running Festival) is provided at Appendix 3.

5 Expected behaviours of Service Provider

- 5.1.1 The efficient and effective management of incidents and events is paramount for RMS and TMC. The Service Provider is expected to demonstrate commitment to this imperative by making resources available to support the TMC in delivering requested services as necessary.
- 5.1.2 It is not practicable to specify every type of activity or circumstance that may arise in respect of delivering these types of services. Instead RMS has outlined the key behavioural attributes expected of a successful Service Provider in the table below:

Desired behaviour	Demonstration of successful behaviour
Preparedness	<p>Support crews can respond at short notice.</p> <p>Service Provider can arrange immediate access to a range of plant and equipment such as traffic control devices, signage, spare parts, sweepers, bobcats, backhoes, pumps and chainsaws.</p> <p>Service Provider has in place emergency contact details at all times.</p> <p>Service Provider has in place arrangements for incident response at all times including nights, weekends and public holidays.</p> <p>All staff of the Service Provider recognise incident support and event management as a core part of the Services.</p>
Responsiveness	<p>Service Provider anticipates requirements by despatching crews promptly to incident sites and events that are well equipped and able to deal with a range of potential issues, rather than waiting to establish precise requirements.</p> <p>Service Provider communicates effectively with the TMC, keeping them informed as to what and when support resources will be available, and responding to directions from TMC and other stakeholders.</p> <p>Service Provider can be relied on to provide support services without requiring commercial negotiation or significant management.</p>
Flexibility	<p>Service Provider responds quickly and redeploys crews from other maintenance or construction work on the network.</p> <p>Service Provider responds regardless of the type or location of the incident.</p> <p>Service Provider prioritises major incident support over other services.</p> <p>Service Provider assists in mobilising additional resources (e.g. other service providers) when needed.</p>
Capability	<p>Response crews are trained and competent in providing effective and safe traffic control.</p> <p>Response crews are able to provide support with limited direct supervision, and anticipate likely requirements of TMC and other stakeholders.</p> <p>Response crews have experience and knowledge of the road network e.g. understand heavy vehicle limitations that may affect a detour route.</p> <p>Service Provider is able to provide accurate estimates and/or actual costs for each incident or event.</p>

6 Minimum requirements for crews

- 6.1.1 The minimum requirements for crews and equipment attending major traffic incidents, natural disasters or events are detailed below:
- a) Any employees performing traffic control must have the minimum Traffic Controller qualifications required by Law (i.e. blue and yellow cards) and all employees must have personal protection and safety equipment necessary for carrying out duties under traffic;
 - b) A crew attending a major traffic incident site will have a minimum of three employees;
 - c) The crew vehicle attending the site will be equipped with basic materials including brooms (2), shovels (2), traffic cones (100), barriers with legs (4), cold mix (2 bags) and absorbent materials (dry sorb (4 bags)) and basic traffic control signage; and
 - d) The crew truck is to be equipped with mobile phones or two-way radios (either installed or hand held units) so that crew staff can communicate with the TMC (on nominated channels) and other field resources (traffic commander, TEP crews, special event staff) at major traffic incident and event sites;
 - e) Traffic control equipment and Personnel Protective Equipment (PPE) as may be required under the Service Provider's Safe Work Method Statements
- 6.1.2 It is expected that a works supervisor with appropriate vehicle will attend major traffic incidents as required by the TMC. There are more extensive requirements for a supervisor's vehicle from than for a crew vehicle. The minimum requirements for a supervisor's vehicle is included at Appendix 4.
- 6.1.3 In order to maintain rapid response to incidents it is envisaged that where the nature of the incident is confirmed, that an incident response crew will be dispatched concurrently with a supervisor. In practical terms, this means that there is little or no opportunity for the Service Provider to send a supervisor to assess specific requirements. , instead the Service Provider will dispatch a fully equipped support crew.
- 6.1.4 The Service Provider must have sufficient vehicles, equipment and stores readily available to allow appropriate response to major traffic incidents, natural disaster support and event management traffic control.
- 6.1.5 The TMC may also require resources in addition to the requirements detailed above in support of major traffic incidents. This may include specialist equipment needed to manage hazardous waste.

7 Interface protocols and plans

7.1 Overview

- 7.1.1 The Service Provider will develop and maintain an interface protocol with TMC. The interface protocol must include all key operational requirements for major traffic incident support and event management, and will include communication protocols, specific training and competency requirements, roles and responsibilities and emergency contact numbers.
- 7.1.2 In developing this interface protocol, It is also intended that RMS and TMC will work together to develop and formalise the expected behaviours outlined in Section 5.
- 7.1.3 As part of the Integrated Contract Management System (ICMS), the Service Provider must also prepare and make available to RMS and TMC for review its proposed Service Management Plan and Incident Management Plan setting out the arrangements performing the services outlined in this document.

Appendix I Emergency and Incident Response - 3 month log (Jan to Mar)

2012- West Zone)

Date Call Received	Incident Description	Incident Location	Incident Type
St Mary's			
29/Mar/2012	Vehicle accident at approx 1500 28-3-2012 - Police in attendance a blue 4x4 suv	M4 W/B 2 Klm west of Northern Rd	Damaged Wire Rope Flex Posts
19/Mar/2012	Spill - Gravel	Park Rd Wallacia - 150 metres east of Silverdale Rd	Gravel Spill
16/Mar/2012	3 Car Accident & Injury	NORTHERN RD, PENRITH	CAR ACCIDENT
10/Mar/2012	assist police and fire brigade with cleanup	Russell St Emu Plains	DEBRIS ON ROAD
10/Mar/2012	Flooding - Water over road bridge	YARRAMUNDI BRIDGE	Flooding road bridge
09/Mar/2012	Flooding - Water over road bridge	YARRAMUNDI BRIDGE	Flooding road bridge
09/Mar/2012	Flooding - Water over road bridge	YARRAMUNDI BRIDGE	Flooding road bridge
05/Mar/2012	Accident damage	M4 E/B 700 metres east of Wallgrove Rd on median	Damaged median Brifen fence
05/Mar/2012	Accident between 2-3-12 & 5-3-12	M4 300 Mtrs east of Mulgoa Rd E/B	Damaged approach terminal
05/Mar/2012	Large gum tree has fallen and lying beside fog line	Darling Causeway 80 metres south of Hartley Vale Rd	Large gum tree fallen
04/Mar/2012	Flooding - Water over road bridge	YARRAMUNDI BRIDGE	Flooding road bridge
03/Mar/2012	Flooding - Water over road bridge	Hawkesbury Rd Yarramundi Bridge	Flooding road bridge
02/Mar/2012	Vehicle damage between 9-2-12 & 13-2-12	M4 2.3Klm west of Wallgrove Rd W/B	Median Wire rope posts damage
01/Mar/2012	Vehicle damage between 9-2-12 & 13-2-12	M4 W/B 700 metres west of Wallgrove Rd	Median Wire rope posts damage
01/Mar/2012	Vehicle damage between 9-2-12 & 13-2-12	M4 W/B in front of MacDonalds Eastern Creek	Wire rope Brifen posts damaged
01/Mar/2012	Vehicle damaged guardrail between 23-2-12 & 27-2-12	GWHway Leura between rifle range & crematorium E/B	W beam guard rail damaged
01/Mar/2012	Vehicle damaged between 9-2-12 & 13-2-12	M4 2.3 klm west of The Northern Rd W/B on median	Damage to Wire Rope fence post

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
01/Mar/2012	Large tree hanging onto roadway Rang Henry Kruba who arranged for Sydney Metro tree services to remove	GWHway W/B near Woodford railway station	Tree fallen on top of batter
27/Feb/2012	Damaged Brifen Fence	M4 W/B just before Erskine Park Rd off ramp	BRIFFEN fence
27/Feb/2012	Vehicle accident between 9-2-12 & 17-2-12	M4 E/B 1.2Klm east of The Northern Rd	Damage to guardrail
27/Feb/2012	Large building fire at Harvey Noman building - Traffic control required for smoke going over the M4 + lane closures Mulgoa Rd & at Tunnel	M4 Jamison Town at Mulgo Rd	Smoke Hazard on M4
26/Feb/2012	Damaged Briffen Fence	M4 JUST BEFORE ROPER RD W/B	BRIFFEN fence
25/Feb/2012	Oil Spill	LONDONDERRY RD intersection	OIL SPILL
24/Feb/2012	HARVEY NORMAN FIRE TRAFFIC CONTROLLERS	Mulgoa Rd.	harvey norman FIRE
23/Feb/2012	four wheel drive hit explorers tree wall	GWH at Explorers tree Katoomba	CAR ACCIDENT
21/Feb/2012	Damaged guardrail	M4 E/B at Ropes Creek on Median	Damage to guardrail
19/Feb/2012	Fatal Accident	Mt Victoria	CAR ACCIDENT
10/Feb/2012	CLEAN UP AFTER FLOODING	G W Hay & Kingswood	CLEAN UP AFTER FLOODING
09/Feb/2012	Flooding – traffic management	Parker Rd	Flooding road
09/Feb/2012	BATTER SLID AFTER HEAVY RAIN	Hawkesbury Rd 800 mtrs n/b past Hawkesbury lookout	BATTER SID
09/Feb/2012	Vehicle accident between 7 & 9/2/2012. Made safe by St Marys Maintenance crew (Brian)	Mamre Rd Kemps Creek at caltex service station N/B	Damage to guardrail
09/Feb/2012	Vehicle accident between 6th & 9th - 2 - 2012	M4 700 metres west of Northern Rd W/B on median	Median Wire Flex Posts damaged
08/Feb/2012	Large pot hole in construction site area	GWH Hazelbrook	POT HOLE
05/Feb/2012	DANGEROUS POT HOLE	ST MARYS GWH E/B LANE 3	DANEROUS POT HOLE
03/Feb/2012	Potholes -TWO LARGE BLOW OUT	M4 E BOUND OFF LOAD RAMP TO SERVICE STATION	2 BLOW OUT pothole
02/Feb/2012	OIL SPILL	LONDONDERRY RD & Carrington RD londonerry	OIL SPILL
01/Feb/2012	Unknown accident -- Not sure when this happened	Wallgrove Rd N/B before M4 bridge	Damaged approach

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
			terminal
31/Jan/2012	Vandal damaged median pedestrian fence -- 2nd time	Prospect Hwy Seven Hills Opp Best Rd	Damaged median pedestrian fence
30/Jan/2012	Truck Roll Over - Shredded metal	Mamre Rd ON RAMP EAST BOUND	TRUCK ROLL OVER
30/Jan/2012	6 x flex wire rope median fence posts damaged between 24-1-2010 and 30-1-2012 -- No inspection on Thursday 26th as public holiday	M4 between Mulgoa Rd and Nepean River bridge	Median Wire Flex Posts damaged
29/Jan/2012	DANGEROUS POT HOLES FILL AND MADE SAFE	GLENBROOK	POT HOLES
29/Jan/2012	Fallen Tree on road caused accident	GW Hwy at MACQUIRE RD Springwood & G	TREE ON ROAD
27/Jan/2012	DANGEROUS POT HOLE	GW Hwy at Faulconbridge	POT HOLES
27/Jan/2012	Dangerous Pothole	GLENBROOK	DANEROUS POT HOLE
27/Jan/2012	Vehicle accident on Friday 27-1-2012 -- Adam doyle attended	GWHwy Faulconbridge on west side of Bellevue Rd	Median Crash Cushion
26/Jan/2012	Blocked Drain	UNDER RAILWAY BRIGDE	Blocked Drain
26/Jan/2012	Blocked Drain	JUST BEFORE COREEN AVE	Blocked Drain
25/Jan/2012	Dangerous Pothole	WALLGROVE RD.	DANEROUS POT HOLE
25/Jan/2012	DANGEROUS POT HOLES FILL AND MADE SAFE	GW Hway & Hazelbrook	POT HOLES
25/Jan/2012	Blocked drain	Mamre Road	Blocked Drain
25/Jan/2012	Blocked Drain	Mamre Rd.	Blocked Drain
23/Jan/2012	Accident mid morning on the 23-1-2012 - RMS not called but Police onsite	M4 Lapstone 80 metres west of Railway bridge	Median Wire Flex Posts damaged
22/Jan/2012	Accident Unknown	GWH Glenbrook	BRIFFEN POST
22/Jan/2012	Vehicle damage to Flex Wire rope median fence - Wires hanging into lane 3 westbound	M4 on east side of Governors Dr on median	Damaged Wire Rope Flex Posts
22/Jan/2012	Serious vehicle accident - Crash Investigation Called - Need to relieve OSCAR crews at the above roads - Traffic diversions inplace	The Northern Rd Cranebrook - Between Borrowdale & Ninth Ave	Motor Vehicle accident

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
22/Jan/2012	Dead Dog On Shoulder	GWHway Wentworthfalls E/B near the Rest Easy Motel	DEAD ANIMAL
18/Jan/2012	Accident at 12:45 PM on 18th January 2012 - Fire Brigade onsite	M4 Emu Plains 100 metres west of Nepean river bridge	Damaged Wire Rope Flex Posts
17/Jan/2012	Vehicle damage to guardrail found on the 17/1/2012. Damage possibly happened between 10th & 17th January 2012	Top of W/B on ramp to M4 from Wallgrove Rd	Approach guard rail terminal
16/Jan/2012	Vehicle damaged Wire Flex median posts	M4 Emu Plains - 80 metres east of Russell St	Median Wire Flex Posts damaged
16/Jan/2012	Vehicle damage to wire brifen fence found on the 16/1/2012. Damage possibly happened between 12th & 16th January 2012	M4 W/B 1Klm west of Wallgrove Rd on median	Damage to Wire Rope fence post
15/Jan/2012	Road Flooding	Castlereagh Rd Penrith	ROAD FLOODING
14/Jan/2012	Damage found on the 13/1/2012. Damaged possibly between 10th and 13th January 2012	Sunnyholt Rd at Stanhope Pkwy	Damage to guardrail terminal
09/Jan/2012	Damage found on the 9/1/2012. Damaged possibly between 5th and 9th January 2012	M4 W/B 700 metres before Mamre Rd off ramp on median	Damaged median Brifen fence
08/Jan/2012	TREE ON ROAD	GWH EB 300M East Knapsack St Glenbrook	TREE ON ROAD
05/Jan/2012	Motor vehicle accident -- White Ford Falcon on the 1-1-2012 - - CMCS job 017 --Police – Mt Druitt 15 attended	M4 500 metres west of Service Centres W/B opp Arnotts	Damage to guardrail
04/Jan/2012	Accident damage	Prospect Hwy Seven Hills Opp Best Rd	Pedestrian fence damaged
03/Jan/2012	Dead Kangaroo ,	GWHway Blaxland 150 mtrs east of Wilson Way	DEAD ANIMAL
02/Jan/2012	DEAD AMIMAL ON ROAD	M4 & Mamre rd off ramp	DEAD ANIMAL
01/Jan/2012	Car Accident	GWH Medlow Bath	Traffic Accident
Yennora			
30/Mar/2012	Cleanup car park after shooting/ambulance	OPPOSIT MILER BUS STATION-RTA CAR PARK AT MILER TAFE	CLEANUP
27/Mar/2012	Paint bucket on road	W/B AT THE NORTHERN RD R/B	Paint bucket on road
27/Mar/2012	ASPHALT SPILL	W/B BETWEEN ASH RD & JOADJA RD	SPILLAGE
23/Mar/2012	BROKEN PIT	100m B4 COWPASTURE RD NTH	BROKEN PIT

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
23/Mar/2012		S/B 1KM B4 DWYER RD	TRAFFIC ACCIDENT
21/Mar/2012	DIRT SPILL	S/B AT ELIZABETH DR	SPILLAGE
21/Mar/2012	Dislodged concrete lintel on road	S/B AT ELIZABETH DR	Dislodged concrete lintel
18/Mar/2012	Concrete fell from building	N/B AT SMITH ST & DARCY ST	Concrete fell from building
16/Mar/2012	Fallen tree	W/B 500M W OF AVON RD	Fallen tree
15/Mar/2012	Fallen tree	500M W OF TAYLORS RD	Fallen tree
14/Mar/2012	Fallen tree	N/B 540M N OF ROSE PAYTEN DR	Fallen tree
12/Mar/2012	Oil Spill	AT FITZGIBBON LANE	Oil Spill
12/Mar/2012	CAR HIT MEDIAN WIRE ROPE BARRIER MAP REF 288 B 8	HUME HWY NORTH BOUND 350M BEFORE CAMPBELLTOWN RD BRIDGE	VEHICLE IMPACT
08/Mar/2012	Flooding on multiple roads due to continuous heavy rain	VARIOUS ROADS	Flooding
08/Mar/2012	Flooding	S/B 100M S OF FAIRFIELED RD	Flooding
08/Mar/2012	Flooding	N/B 300M N OF ROY WATTS RD R/B	Flooding
08/Mar/2012	Flooding	AT GREENWAY RD	Flooding
08/Mar/2012	Flooding	Hume Hwy	ROAD FLOODING
05/Mar/2012	TRUCK ROLL OVER - RUBBISH	W/B AT MAMRE RD R/B	TRUCK ROLL OVER
02/Mar/2012	Diesal spill	AT BEECH RD INTERSECTION (CAMDEN VALLEY WAY)	SPILLAGE
02/Mar/2012	Hole on grass verge	APPIN RD S/B 80M S OF WOODLAND RD	Hole on grass verge
29/Feb/2012	Flooded road	S/B 500M S0F GLEN LEE RD (ORIGINAL AT GLEN ALPINE RD- 582)	Flooding
25/Feb/2012	Dangerous Pothole	at Mill Rd SB	ROAD FAILURE
24/Feb/2012	Truck Break Down	wb before Cowpasture Rd	Truck Break Down
24/Feb/2012	DAMAGED WIRE ROPE BARRIER - INCIDENT OCCURED BETWEEN 20/02/2012 & 24/02/2012	hume hwy n/b 100m north of sappho rd map ref 249 L 13	VEHICLE IMPACT

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
24/Feb/2012	DAMAGED GUARD RAIL - INCIDENT OCCURED BETWEEN 17/02/2012 & 24/02/2012	hume hwy n/b 1.1km north of bridge over macdonald r map ref 287 p 13	VEHICLE IMPACT
23/Feb/2012	DAMAGED GUARD RAIL	HUME HWY NORTH BOUND 100M BEFORE BRIDGE OVER MACDONALD RD MAP REF 287 K 16	VEHICLE IMPACT
22/Feb/2012	Police Line Search due to shooting	Hoxton Park Rd EB between Hill Rd and Webster Rd	Police Line Search
22/Feb/2012	DAMAGED GUARD RAIL - INCIDENT OCCURED BETWEEN 15/02/2012 & 22/02/2012	THE NORTHERN RD S/B 500M SOUTH OF HILLSIDE DR MAP REF 324 H 4	VEHICLE IMPACT
20/Feb/2012	Paint Spill	Intersection Hume Hwy & Hoxton Park Rd	Paint Spill
21/Feb/2012	TREE FALL ON THE ROAD, REMOVED THE TREE FROM THE ROAD,CUT & PUSH WITH BOBCAT ON THE SHOLDER	S/B 100M B4 ROY WATTS RD R/B	TREE FALL ON THE ROAD
14/Feb/2012	DAMAGED GUARD RAIL - INCIDENT OCCURED BETWEEN 7/02/2012 & 14/02/2012	NARELLAN RD E/B 500M EAST OF THE HUME HWY MAP REF 346 B 3	DAMAGED GUARD RAIL
13/Feb/2012	DAMAGED GUARD RAIL - INCIDENT OCCURED 13/02/2012 BETWEEN 06:00 & 07:00	THE NORTHERN RD S/B 100M SOF ROBINSON RD (900M SOF BRINGELLY RD)	DAMAGED GUARD RAIL
07/Feb/2012	Gas Leak	cnr Camden Bypass and Burragorang Rd	Gas Leak
06/Feb/2012	DAMAGED GUARD RAIL - INCIDENT OCCURED BETWEEN 2/2/2012 & 6/02/2012	HUME HWY N/B 380M NORTH OF JIM AFFLECK BRIDGE MAP REF 345 K 10	DAMAGED GUARD RAIL
04/Feb/2012	Dangerous pothole	w/b 100m west of Bowden St	ROAD FAILURE
03/Feb/2012	Accident damage	HUME HWY S/B 1.7KM SOUTH OF BEECH RD MAP REF 287 Q 12	VEHICLE IMPACT
02/Feb/2012	Flooding-blocked pit	W/B 30m west of Cumberland Hwy	Flooding
01/Feb/2012	5km oil spill	E/B From M7 to Cowpasture Rd Nth	Oil Spill
30/Jan/2012	Gravel spill	WB 300M b4 Mamre Rd	Gravel spill
28/Jan/2012	DAMAGED MEDIAN PEDESTRIAN FENCE	CUMBERLAND HWY S/B 10M B4 BRENAN ST LIGHTS MAP REF 229 H 6	VEHICLE IMPACT
29/Jan/2012	Oil Spill	SB from Cobbitty Rd for 300m sth of cobbity Rd	Oil Spill
28/Jan/2012	Car crashed into electricity pole	Hume Hwy at Forbes St	TRAFFIC ACCIDENT
27/Jan/2012	Truck rollover	SB Hume Hwy Brooks Rd 300m east of Hume Hwy	TRAFFIC ACCIDENT

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
20/Jan/2012	Wire rope fence hit-location in construction zone looked after by contractor-fixed by contractor in Feb 2012	Hume Hwy NB 200m b4 Brook Rd	TRAFFIC ACCIDENT
20/Jan/2012	DAMAGED GUARD RAIL-INCIDENT OCCURED BETWEEN 16/01/2012 & 20/01/2012. COULDN'T FIND TMC INCIDENT FOR BETWEEN THESE DATES.	S/B 50M B4 NEPEAN RV	VEHICLE IMPACT
19/Jan/2012	Oil Spill-called then cancelled by TMC	The Horsley Dr WB 900m west of Ferrers Rd	Oil Spill
16/Jan/2012	Flooding-blocked pits	WB 100m B4 Towers St & EB 100m East of Grant Ave	Flooding
13/Jan/2012	TRAFFIC ACCIDENT	The Northern Rd, N/B 500m nth of Dwyer Rd	TRAFFIC ACCIDENT
11/Jan/2012	Rock fall on road in cutting	eb 470m east of Water Canal	Rock fall
10/Jan/2012	Missing pit lid	5m east of Horsley Drive	Missing pit lid
09/Jan/2012	DEAD DOG	nb 900m nth of Dwyer Rd	DEAD DOG
07/Jan/2012	Traffic management for police investigation	eb 300m b4 Prospect Hwy	Traffic Management
Windsor			
17/Mar/2012	potholes in road	Springwood Road	Potholes in road
05/Mar/2012	rear hatch came loose on bitumen truck going uphill causing it to spill out onto roadway	bells line 250m nth of hermitage rd w/b	bitumen spill on road
03/Mar/2012	road closure due to flooding over bridge	intersection of Cattai Rd and Mitchell Park Rd	flooding
03/Mar/2012	road closure due to flooding over bridge	springwood rd at Yarramundi bridge	flooding
03/Mar/2012	road closure due to flooding over bridge	Bells line of Road at north Richmond bridge	flooding
03/Mar/2012	road closure due to flooding over bridge	intersection of Wilberforce Rd and Freemans Reach Road	flooding
13/Feb/2012	truck ran across road and hit rock wall on opposite side	Putty Rd 9.3km nth of Colo River Colo Heights n/b	truck hit rock wall
09/Feb/2012	rock slide left debris in drain after heavy rain	Springwood Rd	rock slide
08/Feb/2012	semi trailer lost control and ended up in gully off the side of the road	Putty Rd 1km nth of Colo Heights service station s/b	truck rollover
08/Feb/2012	multiple cars invovled in 5	Old Windsor Rd	traffic accident

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Date Call Received	Incident Description	Incident Location	Incident Type
07/Feb/2012	Damage found on inspection on 7/2/2012. Incident occurred between 31/1/12 & 7/2/12 UBD Map 47 H-14 (Defect No DN06790)	Bells Line of rd 0.7 km west of Hermitage rd e/b Kurrajong Heights	Traffic accident
20/Jan/2012	Sinkhole against guardrail	Richmonmd Rd 200m west of the Driftway	
17/Jan/2012	Gravel spill		Gravel spill
17/Jan/2012	debris on road		debris on road
12/Jan/2012	traffic accident (Defect No DN06692) UBD Map 128 Q-10. Incident occurred between 10/1/12 and 13/1/12. Found TMC incident 64 12/1/2012 possible match.	Windsor rd 0.1 km sth of Mile End rd s/b Rouse Hill	Vehicle impact
12/Jan/2012	Traffic accident (Defect No DN06691) UBD Map 128 L-6. Incident occurred between 10/1/12 and 13/1/12. Found TMC incident 36 report for 12/1/2012 which is probabaly same accident.	Windsor rd 0.4 km nth of Annangrove rd n/b Box Hill	Vehicle impact
08/Jan/2012	Rock fall	6.1 km west of Mt Tomah Botanical Gardens Mt Charles	debris on roadway

Appendix 2 2013 Event Calendar

Ref	Scheduled Events	Date From	Date To	Days	Location	Clearways	Closures
1	Test Cricket – Australia v Sri Lanka	03-Jan-13	07-Jan-13	5	SCG	N	N
2	Sydney Festival Launch (First Nite)	05-Jan-13	05-Jan-13	1	Sydney CBD	Y	Y
3	Sydney Festival	05-Jan-13	27-Jan-13	23	Sydney CBD	N	Y
4	Sydney Festival, Parramatta Opening Party	17-Jan-13	19-Jan-13	3	Parramatta	N	Y
5	Big Bash League T20 Final (subject to Sydney Sixers qualifying)	19-Jan-13	19-Jan-13	1	SCG	N	N
6	A League, Syd FC v Wellington	19-Jan-13	19-Jan-13	1	Allianz	N	N
7	ODI Cricket – Australia v Sri Lanka	20-Jan-13	20-Jan-13	1	SCG	Y	N
8	Opera in the Domain	January	January			N	N
9	Australia Day	26-Jan-13	26-Jan-13	1		Y	Y
10	T20 Cricket International – Australia v Sri Lanka	26-Jan-13	26-Jan-13	1	ANZ Stadium	N	N
11	Sydney Festival Parramatta closing night concert & fireworks	26-Jan-13	26-Jan-13	1	Parramatta Park	N	N
12	A League, Western Sydney Wanderers v Melbourne Heart	26-Jan-13	26-Jan-13	1	Parramatta Stadium	N	N
13	Korean Lunar New Year Festival	28-Jan-13	28-Jan-13	1		N	Y
14	Sydney Morning Herald Sun Run	02-Feb-13	02-Feb-13	1	Dee Why to Manly	Y	Y
15	St Jerome's Laneway Festival	02-Feb-13	02-Feb-13	1	Rozelle	N	Y
16	ODI Cricket – Australia v West Indies	08-Feb-13	08-Feb-13	1	SCG	Y	N
17	Mardi Gras Fair Day	10-Feb-13	10-Feb-13	1	Broadway	Y	N
18	Chinese New Year Parade	17-Feb-13	17-Feb-13	1	Haymarket	Y	Y
19	Tropfest	17-Feb-13	17-Feb-13	1	RBG	N	N
20	Soundwave	24-Jan-13	24-Jan-13	1	SS, ANZ, SOP	N	N
21	Mardi Gras	02-Mar-13	02-Mar-13	1	Oxford St	Y	Y
22	Inter-Dominion	03-Mar-13	03-Mar-13	1	Menangle Park	N	Y
23	Future Music Festival	09-Mar-13	09-Mar-13	1	Royal Randwick Racecourse	Y	Y
24	A League, Syd FC v CCM	09-Mar-13	09-Mar-13	1	Allianz	Y	N
25	Top Gear Festival Sydney	09-Mar-13	10-Mar-13	2	Sydney Motorsport Park - Eastern Creek	Y	N
26	St. Patrick's Day Parade	17-Mar-13	17-Mar-13	1	CBD	Y	Y
27	Premiers Senior Week Concerts	17-Mar-13	24-Mar-13	8	Sydney Entertainment Centre	N	Y
28	Sydney International Rowing Regatta	18-Mar-13	24-Mar-13	7	Penrith Lakes	N	N
29	Opera On Sydney Harbour 2013 (18 performances)	22-Mar-13	12-Apr-13	22	Fleet Steps, Mrs Macq's Pt, RBG & Domain	N	N
30	Sydney Royal Easter Show	21-Mar-13	03-Apr-13	14	Sydney Showground	N	N
31	Bobbin Head Cycle Classic	24-Mar-13	24-Mar-13	1	Bobbin Head	N	Y
32	Catholic Procession (Schedule 1)	March	March		CBD	N	Y
33	Greek Independence Day (Schedule 1)	25-Mar-13	25-Mar-13	1	CBD	N	Y
34	Socceroos v Oman	26-Mar-13	26-Mar-13	1	ANZ Stadium	N	N
35	Supafest	N/A	N/A		ANZ Stadium	N	N

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Ref	Scheduled Events	Date From	Date To	Days	Location	Clearways	Closures
36	Greek Orthodox Easter Services	05-Apr-13	05-Apr-13	1	Gardeners Rd, KingsfordKingsord	N	Y
37	IQon Music festival	20-Apr-13	20-Apr-13	1	Sydney International Dragway, Western Sydney Parklands, Ferrers Rd, Eastern Creek	Y	Y
38	Anzac Day	25-Apr-13	25-Apr-13	1	CBD	Y	Y
39	A/C Chiller Replacement	01-May-13	01-May-13	1	TMC JOC	N	N
40	She Runs the Night - NIKE Women's Run	May	May		Moore Park	N	Y
41	Port Macquarie Ironman	05-May-13	05-May-13	1	Port Macquarie	N	N
42	May Day March	06-May-13	06-May-13	1	Hyde Park/ Macquarie St	N	Y
43	Annual Falun Dafa Parade	May	May		CBD	N	Y
44	Mothers Day Classic	12-May-13	12-May-13	1	Domain	Y	Y
45	Waratahs v Brumbies	18-May-13	18-May-13	1	ANZ Stadium	N	N
46	SMH Half Marathon	19-May-13	19-May-13	1	CBD	Y	Y
47	Vivid Festival	24-May-13	10-Jun-13	18	CBD, Opera House	N	N
48	Procession of the Blessed Sacrament	02-Jun-13	02-Jun-13	1	Church Hill to St Mary's Cathedral	Y	Y
49	State of Origin 1	05-Jun-13	05-Jun-13	1	ANZ Stadium	N	N
50	Sydney Film Festival	05-Jun-13	16-Jun-13	12	State Theatre - Market St	N	N
51	Waratahs v British & Irish Lions	15-Jun-13	15-Jun-13	1	Allianz Stadium	Y	N
52	Socceroos v Iran	18-Jun-13	18-Jun-13	1	ANZ Stadium	N	N
53	Wallabies v British & Irish Lions	06-Jul-13	06-Jul-13	1	ANZ Stadium	N	N
54	Reserve Forces Day	07-Jul-13	07-Jul-13	1	Hyde Park Nth, Macquarie St,Hunter St,Phillip St	Y	Y
55	Waratahs v Reds	13-Jul-13	13-Jul-13	1	ANZ Stadium	N	N
56	Sydney Harbour 10km	14-Jul-13	14-Jul-13	1	Rocks, Darling Harbour	Y	Y
57	Super Rugby, Waratahs v Reds	13-Jul-13	13-Jul-13	1	ANZ Stadium	N	N
58	State of Origin 3	17-Jul-13	17-Jul-13	1	ANZ Stadium	N	N
59	A-League All Stars vs Manchester United	20-Jul-13	20-Jul-13	1	ANZ Stadium	N	N
60	Sutherland To Surf	July	July			Y	Y
61	Aroma Coffee Festival	28-Jul-13	28-Jul-13	1	The Rocks	Y	N
62	Super Rugby Final (subject to Waratahs qualifying)	03-Aug-13	03-Aug-13	1	ANZ Stadium	N	N
63	Ferragosta Festival	12-Aug-13	12-Aug-13	1	Five Dock	Y	Y
64	Sydney Swans v Collingwood	10-Aug-13	10-Aug-13	1		Y	N
65	Wallabies v All Blacks	17-Aug-13	17-Aug-13	1		N	N
66	City To Surf	11-Aug-13	11-Aug-13		Sydney to Bondi	Y	Y
67	Pub2Pub Fun Run	August	August		Dee Why-Newport	Y	N
68	Sydney Swans v Hawthorn	29-Aug-13	01-Sep-13	4		Y	N
69	WRC Sydney Rally Show	08-Sep-13	08-Sep-13	1	Sydney	Y	Y
70	WRC Rally	13-Sep-13	15-Sep-13	3	Coffs Harbour	Y	Y

Road Maintenance Contestability Reform Program Incident Support and Event Management Requirements

Ref	Scheduled Events	Date From	Date To	Days	Location	Clearways	Closures
71	Big Red Walk (Schedule 1)	September	September		First Fleet Park to Bradfield Park	N	N
72	AFL & NRL Finals Week 1 (subject to qualifying teams & venue allocation)	September	September		ANZ Stadium	N	N
73	AFL & NRL Finals Week 2 (subject to qualifying teams & venue allocation)	September	September		ANZ Stadium	N	N
74	Sydney Running Festival (Marathon)	22-Sep-13	22-Sep-13	1	Nth Syd-Randwick-Haberfield-SOH	Y	Y
75	AFL & NRL Finals Week 3 (subject to qualifying teams & venue allocation)	September	September		ANZ Stadium	N	N
76	NRL Grand Final	06-Oct-13	06-Oct-13		ANZ Stadium	N	N
77	Navy International Fleet Review	03-Oct-13	11-Oct-13	9	Sydney Harbour/ Sydney CBD / Jervis Bay / Parramatta	Y	Y
78	Int'l Naval Review - 1st HMAS Class vessel in Syd Harbour	04-Oct-13	05-Oct-13	2		Y	Y
79	NRL Grand Final, ANZ Stadium	06-Oct-13	06-Oct-13	1	ANZ Stadium	N	N
80	The Ride to Conquer Cancer	October	October			N	Y
81	World Firefighters Games - NOT OCCURRING IN 2013	N/A	N/A		Cockle Bay, Darling Harbour, Pyrmont Park, Randwick	N/A	N/A
82	Moveable Feast	October	October		George St	Y	Y
83	Sydney Spring Cycle	October	October			Y	Y
84	Seven Bridges Walk	October	October		Sydney	N	N
85	MS Sydney to the Gong	November	November		Sydney-Wollongong-(St Peters)	Y	Y
86	Santa Fun Run	November	November		CBD	N	N
87	Sydney Telstra V8 Supercars	November	November		ANZ Stadium	Y	N
88	Special Olympics Asia Pacific Games	30-Nov-13	07-Dec-13	8	Newcastle	Y	N
89	Grand Fondo Cycling Event	December	December		Wollongong	Y	Y
90	Australian Open Golf	December	December		The Lakes Golf Club	Y	Y
91	Sydney to Hobart Yacht Race	December	December			Y	N
92	New Years Eve Concert	December	December			Y	Y
93	NYE celebrations	31-Dec-13	31-Dec-13	1		Y	Y

Appendix 3 Sydney Running Festival Event Management Plan

Refer to Exhibit 4.

Appendix 4 Supervisor Vehicle Equipment List

- Height stick
- Dry sorb x 10 bags
- Sledge hammer
- 2 x brooms
- Workshop type floor jack
- First aid kit
- Rechargeable maglight
- Safety vests x 3
- Rattle gun (rechargeable with various size sockets)
- Booster pack 12-24v
- Bolt cutters
- Camera photo
- Small tool box (fishing box size)
- Tow strap with cluster hooks
- Fire extinguisher
- Blower vac
- Fitted draw system with draws side by side
- Bush saw
- 2 x 5 litres of fuel
- Racing tape
- Hand cleaner
- Ear plugs
- Dust masks
- Safety glass
- Nylon straps
- Garbage bags
- 24 x 300ml drinking water
- Shovel
- Traffic cones and Personnel Protective Equipment (PPE) as may be required under the Service Provider's Safe Work Method Statements

SCHEDULE 6

COMMUNICATION AND STAKEHOLDER ENGAGEMENT REQUIREMENTS

Stewardship Maintenance Contracts (SMCs) – Sydney

Schedule 6 – Communication and Stakeholder Engagement Requirements

30 October 2013

Contents

1	Introduction	3
1.1	Purpose of this document.....	3
1.2	Structure of this document.....	3
1.3	Key principles	3
1.4	Communication and Stakeholder Engagement Objectives	4
2	Key requirements	5
2.1	Overview	5
2.2	Service Provider's responsibilities	5
2.3	Communication and Stakeholder Engagement team	6
3	Media Requirements	10
4	Branding	11
5	Stakeholder identification and management	12
6	Site/Activity Specific Stakeholder Engagement Plans.....	14
6.1	Overview	14
6.2	Identifying the issues	14
6.3	Key issues.....	14
6.4	Impact Management.....	16
7	Communication tools and requirements.....	18
8	Enquiries and complaints management.....	23
8.1	Overview	23
8.2	Classification of complaints	23
9	Team communication and training.....	25
9.1	Overview	25
9.2	Site inductions	25
9.3	Meetings and toolbox talks	26
9.4	Specific training	26
10	Monitoring, evaluation and reporting	27

I Introduction

I.1 Purpose of this document

- I.1.1 This document outlines the requirements and framework for communication and stakeholder engagement carried out by the Service Provider under the Stewardship Maintenance Contract (SMC).
- I.1.2 This document should be read in conjunction with other contract documents including the SMC Services Requirements, Forward Works Program and Brief for Transition Services.

I.2 Structure of this document

- I.2.1 This document includes:
 - a) Key principles and objectives;
 - b) Key Requirements and Service Provider's Responsibilities;
 - c) The team;
 - d) Media requirements;
 - e) Branding;
 - f) Stakeholder identification and management;
 - g) Site / Activity Specific Engagement;
 - h) Issue and impact management;
 - i) Communication tools and requirements;
 - j) Enquiries and Complaint management;
 - k) Internal communication and training requirements; and
 - l) Monitoring, evaluation and reporting.

I.3 Key principles

- I.3.1 Responding to the promises and commitments outlined in Roads and Maritime Services Customer Charter will help to ensure the high standard of communication and stakeholder engagement is achieved in the delivery of the Services.
- I.3.2 The key principles relating to Services relating to communication and stakeholder engagement are listed below;
 - a) Roads and Maritime and the Service Provider will adopt shared objectives in communication and stakeholder engagement in relation to the Services, and be consistent in delivery of key messages;
 - b) The Service Provider will be transparent and accountable for their communication and stakeholder engagement;
 - c) Roads and Maritime and the Service Provider will work together to protect and enhance the reputations of Roads and Maritime and the Service Provider;
 - d) The Service Provider will comply with Roads and Maritime requirements with respect to communication and stakeholder engagement
 - e) Effective communication and stakeholder engagement will be used to enhance and demonstrate value for Roads and Maritime customers;

- f) Effective communication and stakeholder engagement will be an integral part of the Services, planned and coordinated with the delivery of physical maintenance and improvements in a way that considers the needs of stakeholders; and
- g) The Service Provider will be reasonable, responsive, timely and accurate in the provision of information to Roads and Maritime and stakeholders.

I.4 Communication and Stakeholder Engagement Objectives

I.4.1 Roads and Maritime intends that the Service Provider will adopt shared program objectives including to:

- a) Generate widespread approval of the delivery of the Services and performance of the Assets;
 - b) Develop trust in the contractual relationship such that the Service Provider can be relied on to manage the wide range of stakeholders with little or no supervision;
 - c) Ensure stakeholders are well informed and have sufficient opportunity to understand the activities to be undertaken by the Service Provider, and the objectives, benefits, potential impacts, and expected outcomes of those Services;
 - d) Minimise, where possible, project impacts on stakeholders;
 - e) Communicate appropriately, clearly, early and often;
 - f) Appropriately address stakeholder and stakeholder issues; and
- (i) Clearly communicate points of contact to stakeholders for all Services, including the provision of multi-lingual communication options for stakeholders.

2 Key requirements

2.1 Overview

- 2.1.1 Roads and Maritime has developed a defined set of communication and stakeholder engagement protocols, processes and tools. The Service Provider is required to understand and comply with these requirements .
- 2.1.2 The Service Provider must ensure that all people employed in the Services including employees, contractors, sub-contractors and consultants are also accountable for ensuring these requirements are implemented within their area of responsibility.
- 2.1.3 The Service Provider must also comply with the requirements of the NSW State Government and Roads and Maritime guidelines and policies including but not limited to the following reference documents:
- a) NSW Government Advertising Guidelines;
 - b) Roads and Maritime Visual Identity guidelines
 - c) Roads and Maritime Editorial Style Guide.;
 - d) Privacy and Personal Information Protection Act 1998; (NSW);
 - e) Roads and Maritime Communication and Stakeholder Engagement guidelines and procedures; and
 - f) Roads and Maritime Media guidelines and protocols
- (i) Any direction of Roads and Maritime relating to stakeholder communication and engagement not covered in a – f.

2.2 Service Provider's responsibilities

- 2.2.1 The responsibilities required of the Service Provider include but are not limited to:
- a) Appointing a suitably qualified, experienced and resourced Communication and Community/Stakeholder Engagement Manager (e.g. with appropriate tertiary qualifications, IAP2 Certificate in Public Participation and stakeholder engagement experience) to manage communication and stakeholder engagement for the Services;
 - b) Ensuring there is at all times (24/7) a point of contact available for communication and stakeholder engagement the details of which are available via website;
 - c) Developing and implementing a comprehensive Communication and Stakeholder Engagement Plan which complies with SMC requirements, during the Transition Period;
 - d) Developing and implementing site/activity specific communications and stakeholder engagement plans in accordance with Section 6.
 - e) Ensuring all team members, contractors and sub-contractors are properly briefed and trained through inductions, team meetings, tool box talks and training where needed;
 - f) Providing Roads and Maritime with programs to describe all upcoming Services and mitigation strategies that may impact stakeholders;
 - g) Coordinating in advance and minimising the impacts of the Services with other service providers performing work on the road network, with Roads and Maritime assistance where needed;

- h) Responding to Roads and Maritime requests for information to support urgent briefings expediently (e.g. Four hour turnaround) on request, including the provision of appropriately delegated staff to provided approved materials within prescribed timeframes;
- i) Maintaining a community telephone information line which is staffed at all times during business hours or at any other time Services are being performed;
- j) Responding in a timely way (within an agreed turnaround) for all out of hours enquiries by Roads and Maritime or members of the public;
- k) Providing to the Roads and Maritime representative updated material for the website as new information becomes publicly available or monthly at a minimum. All material for the website must comply with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documents must be optimised for the web and supplied in both Word and PDF format. The Contractor must utilise appropriate accessibility resources to ensure content compliance as per The World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 and checklists at <http://www.w3.org/TR/WCAG20/>
- k) Consulting Roads and Maritime prior to taking any action that may impact on the community or other stakeholders.

2.3 Communication and Stakeholder Engagement team

- 2.3.1 There is a requirement for regular, consistent and high quality stakeholder and community liaison during the delivery of the Services. To achieve this, a strong, collaborative working relationship between Roads and Maritime and the Service Provider must be maintained. This extends to ensuring regular and consistent communication between the Service Provider and Roads and Maritime for the duration of the SMC contract.
- 2.3.2 The key members of the Communication and Stakeholder Engagement team are envisaged as follows:
 - a) Roads and Maritime Asset Maintenance Representative;
 - b) Roads and Maritime GM Communication and Stakeholder Engagement;
 - c) Roads and Maritime Communication and Stakeholder Engagement Manager, Sydney Region;
 - d) Roads and Maritime Communication and Stakeholder Engagement Officers, Sydney Region;
 - e) Roads and Maritime Media Manager, Sydney Region;
 - f) Roads and Maritime Media Officer, Sydney Region;
 - g) Service Provider's Authorised Person;
 - h) Service Provider's Communication and Stakeholder Engagement Manager;
 - i) Service Provider's Communication and Stakeholder Engagement Officers and/or other team members.
 - j) Roads and Maritime Regional Manager (Journey Management)
- 2.3.3 The Service Provider Communication and Stakeholder Engagement team must:
 - a) Have read and understood all relevant Roads and Maritime policies, guidelines and procedures;

Stewardship Maintenance Contracts (SMCs) – Sydney – Communication and Stakeholder Engagement Requirements

- b) Deliver Services to the standard set within all relevant communication and stakeholder engagement guidelines and protocols provided by Roads and Maritime
- c) Be proactive in providing stakeholders and the community with accurate and adequate information on the progress of Services and any associated impacts, as set out in this document;
- d) Ensure timeframes and resources for communication material, stakeholder notification and consultation are incorporated into Service planning and the delivery program;
- e) Be closely involved in the planning and delivery of Services so that stakeholder issues are properly considered and to ensure that timeframes and resources for communication material, consultation and notifications are included; and
- f) Share information and escalate any stakeholder concerns or issues to Roads and Maritime in a proactive and timely manner.

2.3.4 The Service Provider’s Communication and Stakeholder Engagement team will be responsible for all stakeholder engagement in relation to the Services it performs.. There will be occasions where Roads and Maritime will also play a role and therefore it is important that there is an effective working relationship. Examples of these occasions include:

- a) For communication with the media (refer Section 2.3.6);
- b) Where there is a need to engage with government including local councillors, State MPs and Federal MPs. In these instances the Service Provider must consult with Roads and Maritime who may elect to coordinate this engagement;
- c) Where the delivery of the Services need approval or cooperation from government agencies and where Roads and Maritime can assist;
- d) Where Roads and Maritime has previously conducted stakeholder engagement for example, in the development of briefs for Special Projects. In these instances Roads and Maritime will work with the Service Provider to provide a “hand over” for development and delivery.

2.3.5 Responsibilities for Roads and Maritime and Service Provider Communication and Stakeholder Engagement team members are set out in Table I.

Table I Communication and stakeholder engagement team roles and responsibilities

Role	Responsibilities
Roads and Maritime General Manager, Communication and Stakeholder Engagement	Oversees all communication and stakeholder engagement activity across NSW. Provides oversight on performance of Roads and Maritime service providers with respect to communication and stakeholder engagement.
Roads and Maritime Communication and Stakeholder Engagement Manager, Sydney Region	Approves Service Provider’s Communication and Stakeholder Engagement Plan. Approves site specific stakeholder engagement plans Manages complaint escalation. Facilitates relationships and communication between the Service Provider and Roads and Maritime communication team. Approves engagement materials.

Stewardship Maintenance Contracts (SMCs) – Sydney – Communication and Stakeholder Engagement Requirements

Role	Responsibilities
Roads and Maritime Communication and Stakeholder Engagement Officers, Sydney Region	Provides approved formats for resident/business owner/or other stakeholder notification letters, advertisements, and other project communication material Reviews drafts of notification materials, advertisements and project communication material. Audits compliance with over-arching Communication and Stakeholder Engagement Plan and any site specific stakeholder engagement plans. Day to day interface with Service Provider. Attends combined communication team meetings
Roads and Maritime Media Manager	Approves all media engagement activity. Ensures requirements of media guidelines are met. Co-ordinates government relations
Roads and Maritime Media Officer, Sydney Region	Reviews all media communication material on behalf of Roads and Maritime
Service Provider Communication and Stakeholder Engagement Manager.	Leads all communication and stakeholder engagement activities. Provides Roads and Maritime with overview of all communication activity Escalates contentious or sensitive issues to Roads and Maritime
Service Provider Communication and Stakeholder Engagement Manager or delegated team members	Develops and implements the Service Provider's Communication and Stakeholder Engagement Implementation Plan. Develops site/activity specific stakeholder engagement plans Prepares communication material in accordance with Roads and Maritime guidelines and templates Arranges timely delivery of notifications and other public material Responds with appropriate information to calls received on the stakeholder information line within agreed timeframes Responds to correspondence received in the project email box and letters within agreed timeframes Co-ordinates combined communication team meetings Manages all complaints investigation, response and closeout and project enquiries within agreed timeframes Reports weekly on complaints Enters all interactions with stakeholders on on-line stakeholder management database such as "Consultation Manager" Organises and/or attends meetings and project briefings, with stakeholders, interest groups or community members as required Deliver a doorknocking campaign and other targeted correspondence

2.3.6 Where the Service Provider intends to provide in-house resources to perform communication and stakeholder engagement Services then the Service Provider must

provide to Roads and Maritime the proposed key personnel for Roads and Maritime approval. Such approval shall not be unreasonably withheld.

- 2.3.7 Alternatively if the Service Provider intends to employ a third party organisation to perform the Services then the Service Provider must provide to Roads and Maritime the proposed organisation and key personnel for Roads and Maritime approval. Such approval shall not be unreasonably withheld.

3 Media Requirements

- 3.1.1 If the Service Provider is contacted by the media (including industry magazines and associations) in relation to the Services, the Service Provider must advise Roads and Maritime Media immediately, providing relevant contact and inquiry details, and must not respond without Roads and Maritime consent. Roads and Maritime Media Officers can be contacted on 8588 5999 at all hours.
- 3.1.2 The Service Provider must provide Roads and Maritime Media with contacts within its Communication and Stakeholder Engagement team, including a 24/7 on call capability.
- 3.1.3 The Service Provider must ensure an appropriately trained media spokesperson is available to discuss operational matters if required and as approved by Roads and Maritime Media. The details of the spokesperson must be provided to Roads and Maritime.
- 3.1.4 Roads and Maritime Media must be provided with visibility of the Service Provider's entire forward program of works including key milestones relating to works which may impact road users and journey times. The Service Provider must provide regular updates where works are intended to be brought forward or completed late.
- 3.1.5 Any reported injuries, incidents, or other unplanned issues which pose a risk or potential risk to the Services or reputation of the Service Provider or Roads and Maritime must be escalated to Roads and Maritime Media immediately.
- 3.1.6 The Service Provider must not publicly announce any project milestones or arrange any media or promotional event relating to the Services without the approval of Roads and Maritime. All relevant announcements or media events must be coordinated by Roads and Maritime Media in consultation with the Service Provider.
- 3.1.7 The Service Provider's Communication and Stakeholder Engagement team must plan for and assist Roads and Maritime with media events organised by Roads and Maritime in relation to the Services.
- 3.1.8 The Service Provider must not display company specific promotional banners at worksites or related media events unless approved by Roads and Maritime or where necessary to comply with work health and safety legislation.
- 3.1.9 Roads and Maritime role must be recognised and identified in all promotional material including award submissions which are developed by the Service Provider.
- 3.1.10 Any development of marketing or communication material including digital tools must be approved by Roads and Maritime for objectives, format and content.
- 3.1.11 The Service Provider must obtain Roads and Maritime written consent:
 - a) Before preparing any press release or promotional advertisement mentioning the SMC, Roads and Maritime or the Services; and
 - b) Before the release of media information, including radio interviews, mentioning the SMC, Roads and Maritime or the Services.
- 3.1.12 All consultants, subcontractors and suppliers of the Service Provider must comply with the requirements above.
- 3.1.13 Where Roads and Maritime consent is required in relation to the above, consent will be at the discretion of Roads and Maritime.

4 Branding

- 4.1.1 The Service Provider, in consultation with Roads and Maritime, will develop suitable templates with branding or co-branding by agreement for all communication material. The templates will include specific layouts for advertisements, progress updates, public displays, stakeholder newsletters, fact sheets, DL flyers and leaflets and the like. These templates will be prepared during the Transition Period and submitted to Roads and Maritime for approval.
- 4.1.2 Except where approved in these templates, the Service Provider's logo must not appear on any public project communication, including publications, display material, website, project videos, non-moving plant (including containers) or roadside signage without approval of Roads and Maritime
- 4.1.3 The Service Provider's logo or banners must not appear on bridges, retaining walls or other structures on the construction site or areas where work is being carried out unless approved by Roads and Maritime or where necessary to comply with work health and safety legislation.
- 4.1.4 The Service Provider must reasonably provide access to site fencing and buildings for the purposes of display of Roads and Maritime promotional material.
- 4.1.5 The Service Provider must ensure the most recent templates are being used for communication materials and use these for the preparation of stakeholder information. These templates provide clear instruction on logo placement and visual style.

5 Stakeholder identification and management

- 5.1.1 Stakeholders are persons or groups affected by or with an interest in the Services. The management of stakeholder relationships and interfaces throughout the delivery of the Services is an integral component of the SMC.
- 5.1.2 The Communication and Stakeholder Engagement Plan must include stakeholder analysis that lists and prioritises project stakeholders. The plan should also set out the Service Provider’s preferred methods and tools for communication with stakeholders, which may be dependent on their level of interest and potential influence on the Services.
- 5.1.3 The Service Provider must be responsible and accountable to stakeholders in respect of the Services it provides. In doing so the Service Provider must be
- a) cognisant and respectful of the relationships that Roads and Maritime also has with these stakeholders,
 - b) keep Roads and Maritime informed of the status of stakeholder engagement,
 - c) seek feedback to Roads and Maritime and
 - d) escalate issues where there is a potential impact to Roads and Maritime.
- 5.1.4 Roads and Maritime has a commitment to engaging with all stakeholders. As a principle, the Service Provider must consult with Roads and Maritime where it intends to engage with stakeholders that represent a collective reach as opposed to individual (e.g. business groups as opposed to individual businesses).
- 5.1.5 Stakeholders may include, but are not limited to those listed in Table 2.

Table 2 Stakeholder scan

Sector	Stakeholders
Community stakeholders	Residents and residents groups Businesses and business groups Property owners Education and religious facilities Peak community groups Road users and road user interest groups Transport users Sensitive receivers (hospitals, schools etc)
Government members and senior officials	Premier of New South Wales NSW Government Minister for Transport NSW Government Minister for Roads and Ports Federal elected members and their electoral offices Office of Department of Premier and Cabinet Office of Ministers State elected members and their electoral offices

Stewardship Maintenance Contracts (SMCs) – Sydney – Communication and Stakeholder Engagement Requirements

Sector	Stakeholders
	Local elected members Local Council General Managers/CEOs
Emergency Services	NSW Police Ambulance NSW Fire & Rescue Rural Fire Services State Emergency Services
Government agencies	Rail Corporation NSW (RailCorp) Roads and Maritime Services New South Wales Transport Management Centre (TMC) Transport for NSW National Parks and Wildlife Services Local council officers Other NSW government departments and agencies
Utilities	Sydney Water Ausgrid Endeavour Energy Gas network owners Telcos
Other service providers	Other Service providers performing services or works for Roads and Maritime utility owners, developers, councils, rubbish collection, postal delivery and the like.
Industry – infrastructure and transport	Motorway owners and operators Freight operators Unions Street Opening Conference Industry associations
Media	All media

6 Site/Activity Specific Stakeholder Engagement Plans

6.1 Overview

- 6.1.1 The nature of the SMC means that the specific scope of Services to be carried out will be developed over time. It is therefore necessary for the Service Provider to implement a dynamic risk management approach to identify, assess and mitigate or avoid the impact of the Services on all relevant stakeholders.
- 6.1.2 For all Services carried out, the Service Provider must conduct a site or activity-specific assessment of potential risks and develop mitigation strategies for each. This will be documented in a site/activity specific stakeholder engagement plan provided to Roads and Maritime for approval 2 weeks before implementation.
- 6.1.3 The steps to be taken in developing the plan will include:
- a) Identifying the risks/issues;
 - b) Assessing the potential impacts;
 - c) Developing mitigation strategies.

6.2 Identifying the issues

- 6.2.1 The Service Provider must assess the issues and determine potential stakeholder and community issues including from the following information sources:
- a) Visits to the future work site;
 - b) Previous communications received by the Service Provider (e.g. enquiries referred by Roads and Maritime, calls to information lines or written correspondence);
 - c) Drawing on the knowledge of key stakeholders such as from Roads and Maritime and within the Service Provider's team;
 - d) Holding meetings, door knocks and other interactions with stakeholders;
 - e) Analysis of media coverage; and/or
 - f) Other sources.

6.3 Key issues

- 6.3.1 Potential issues for the delivery of the Services that must be considered by the Service Provider include (but are not limited to) impacts outlined in Table 3.

Table 3 Issues and impacts

Issue	Potential impact
Noise and vibration	Night work: sleep disturbance, amenity
Traffic and access	Driveway access disruption Pedestrian access disruption Loss of parking Traffic detours

Stewardship Maintenance Contracts (SMCs) – Sydney – Communication and Stakeholder Engagement Requirements

Issue	Potential impact
	Traffic delays Public transport/ bus stop disruption Garbage bin emptying arrangements Post delivery Deliveries to businesses Access to businesses
Air Quality	Dust control
Flora and Fauna	Tree trimming and removal Loss of habitat Impacts to natural environment
Social and economic	Temporary or permanent impacts on businesses, noise and vibration, employee and customer amenity Property damage Planned or unplanned disruption of utilities Impact on community facilities Safety and security Conflict with major event, other work Consultation
Heritage	Vibration, access
Duration of work	Cumulative impacts
Other construction impacts	Light spill, visual amenity

6.4 Impact Management

6.4.1 Management strategies for anticipated issues and impacts must be identified in the site/activity specific stakeholder engagement plans. The following table provides an example of matching tools and activities to manage potential issues.

Table 4 Example of risk management strategy

Issues/Risk	Risk Ranking	Possible Management Strategy
<p>Night work impacts</p> <ul style="list-style-type: none"> • Light spill • Vibration • Noise • Safety • Sleep disturbance • Business disturbance • Sensitive receivers 	<p>High</p>	<ul style="list-style-type: none"> • Develop and implement site/activity specific communication and stakeholder engagement plan • Implement Construction Environmental Management Plan • Multi-discipline team approach to identifying, monitoring issues and mitigating impacts, cover issues in inductions and toolbox talks • At least seven working days community updates/alerts/notifications, website • Provide 24 hour work site contact details. , follow up of complaints • Door knock properties identified to be directly affected by works • Conduct property condition surveys prior to construction • Consider temporary relocation / respite offers • Consider alternative timing for the works to minimise impacts, where possible

Issues/Risk	Risk Ranking	Possible Management Strategy
<p>Traffic and access impacts</p> <ul style="list-style-type: none"> • Driveway access disruption • Pedestrian access disruption • Loss of parking • Traffic detours • Traffic delays • Public transport/ bus stop disruption • Garbage bin emptying arrangements 	<p>High</p>	<ul style="list-style-type: none"> • Consult with TMC and ensure the latest traffic information is on livetraffic.com • Advise work hours and dates on Variable Message Signs well in advance at least five days prior to work being carried out • Advise commuters via radio and newspaper advertising • Provide traffic controllers on-site to assist residents with local access • Provide updates/notifications via all relevant communication channels including mail, signage, notifications, email to database, website • Door knock affected properties • Consider alternative timing for the works to minimise impacts, where possible

7 Communication tools and requirements

- 7.1.1 The following is a list of communication tools that may be implemented throughout the life of the project. This range of tools is required to communicate the key messages and other project information. The tools and techniques used vary from stakeholder to stakeholder and activity to activity. This list is not exhaustive and other tools may be used.
- 7.1.2 The tools below have been categorised as either:
- Mandatory:** where the Service Provider must use the designated communication tool in provision of the Services;
 - Activity dependent:** where the Service Provider may apply some discretion in adopting the designated communication tool where appropriate to do so, based on the assessment of potential issues, prior discussion and agreement with Roads and Maritime and impacts associated with the site or activity.
- 7.1.3 The broad tools to be adopted must be described in the Service Provider's Communication and Stakeholder Engagement Plan.
- 7.1.4 The specific adoption will be documented in each site/activity specific communication and stakeholder engagement plan.

Table 5 Possible communication tools

Tool	Explanation and purpose	Roads and Maritime Approval timeframe
Stakeholder contact tools		
Community information line	<p>Mandatory: The Service Provider must provide a free to call (1800) phone number which must be staffed during business hours <u>and at any time</u> that Services are being carried out after hours.</p> <p>The number must provide the caller with immediate access to a representative of the Service Provider who can contact the work site immediately and/or provide information and feedback about the Services being performed.</p> <p>The Service Provider must include the number on communication materials including information letters, websites, email notifications and site signage. General enquiries must be responded to within 48 hours.</p>	The information line must be established and working as part of the Transition Readiness Assessment.
Stakeholder email address	<p>Mandatory: The Service Provider must provide an email contact address which allows stakeholders to email enquiries or complaints. All communication materials must include the stakeholder email contact address. Enquiries must be responded to within 48 hours.</p>	To be established and working as part of Transition Readiness Assessment.
Stakeholder post box	<p>Mandatory: The Service Provider must provide a postal address so that stakeholders can lodge written enquiries or complaints by mail. All communication materials must include the postal address. Enquiries must be responded to within five business days of receipt.</p>	To be established and working as part of Transition

Tool	Explanation and purpose	Roads and Maritime Approval timeframe
		Readiness Assessment.
Communicating with community members of non-English speaking background	<p>Mandatory: Make arrangements with the Translating and Interpreting Service (TIS National) to provide interpreter services. Include a panel in the main community languages in a region inviting people to call the Translating and Interpreting Service and ask them to call the relevant 1800 number established for the project.</p> <p>(Note that in Sydney Region, Cantonese, Vietnamese, Arabic, Mandarin, Greek, Italian and Korean speakers represent 150,000 out of 250,000 persons from a NESB background.)</p>	
Doorknock meetings	<p>Activity dependent: Individual doorknock meetings can be used as required to discuss the potential impacts of work with highly impacted stakeholders, especially residents and businesses directly impacted by project work.</p> <p>The requirement for doorknock meetings should be identified in the site/activity specific stakeholder engagement plan prepared in consultation with Roads and Maritime</p>	Approval provided as part of site/activity specific plan.
Stakeholder meetings	<p>Activity dependent: Meetings can be useful to consult with stakeholders about the potential impacts of the work, progress, milestones and, mitigation strategies.</p> <p>Stakeholder meetings are likely to be more effective where there are limited stakeholders or groups of stakeholders with representatives (e.g. council officers, road user groups, School Principals).</p> <p>In some cases the Service Provider may also consider holding open stakeholder forums as a means of informing and consulting with stakeholders.</p> <p>The requirement for stakeholder meetings should be identified in the site/activity specific stakeholder engagement plan prepared in consultation with Roads and Maritime</p>	Approval provided as part of site/activity specific plan. Where requested, communication material to submitted to Roads and Maritime for approval
Information tools		
Notification letters	<p>Mandatory: The Service Provider must use notification letters to advise the community and stakeholders where the Services may impact access or amenity. The information provided must include:</p> <ul style="list-style-type: none"> • Start of work • Scope of work • Location of work • Hours of work • Duration of activity 	1 week

Tool	Explanation and purpose	Roads and Maritime Approval timeframe
	<ul style="list-style-type: none"> • Type of equipment to be used • Likely impacts e.g. noise, vibration, traffic, access and dust and mitigation measures • Contact information. <p>Notification letters must be issued five working days in advance of works being commenced or seven working days where the works are carried out at night.</p>	
Advertisements	Mandatory: Advertisements in local newspapers must be used to notify stakeholders where there will be significant traffic management changes, detours and/or traffic disruptions.	Two weeks
Site signage	Mandatory: Site signage must be used to assist stakeholders to understand the work being performed and to communicate contact information.	Two weeks
Newsletter	<p>Activity dependent: For works which are expected to carry on for an extended duration, a newsletter distributed via mail, email, letterbox drop, and uploaded to the website, can provide useful updates. A quarterly update (or more frequently if appropriate) could include information on:</p> <ul style="list-style-type: none"> • Construction progress • Upcoming construction stages • Environmental management achievements • Stakeholder involvement achievements • Short term look-ahead • Stakeholder contact information. 	Two weeks
Stakeholder email updates	<p>Activity dependent: Targeted email updates can be created for major construction sites. These email updates are intended to supplement, not replace, newsletters or notifications. Stakeholders can be offered the opportunity to register to receive these updates via public materials produced for the project.</p> <p>Distribution (email) lists must be managed on a stakeholder database and private information must be kept confidential.</p>	N/A
Community information displays	Activity dependent: A display can assist stakeholders to better understand a particular aspect of a major project. Staff should be on hand to answer questions and explain aspects of the proposal.	Two weeks
Online tools		
Livetraffic	Mandatory: Weekly traffic reports must be provided to Roads and Maritime and Traffic Management Centre to identify upcoming work which may impact road users and/or journey	To be provided

Tool	Explanation and purpose	Roads and Maritime Approval timeframe
	times. TMC will use the material to update the Livetraffic website. The website must also be referenced in all communication materials prepared by the Service Provider. http://livetraffic.rta.nsw.gov.au/desktop.html	weekly
Roads and Maritime Road Projects webpages	Mandatory: The Service Provider must provide details and data where requested relating to the Services for Roads and Maritime to upload on its Road Projects webpages: http://www.rms.nsw.gov.au/roadprojects/index.html	On request
Websites	Activity dependent: A specific website may be created for the program or for specific projects that will have a significant impact. This page may include: <ul style="list-style-type: none"> • Copies of relevant reports and notifications • Photos, images and maps • Contact information • Other information 	In accordance with Sections 3 and 4.
Briefings and media		
MP, local elected members and Ministerial briefings	Activity dependent: MP, Local elected members and Ministerial briefings may be held to update these stakeholders on the scope of work, issue and impact management and major project milestones. Engagement with government must be closely coordinated with and approved by Roads and Maritime who may elect to manage such engagement.	As agreed with Roads and Maritime
Media briefings and releases	Activity dependent: Media briefings and releases may be developed with prior written consent of Roads and Maritime and in accordance with Section 3.	As per Section 3.
Project specific communication management and training		
Site inductions and toolbox talks	Mandatory: Site inductions must address key communication requirements to ensure all personnel performing the Services are aware of the need to comply with these requirements and the Service Provider's Communication and Stakeholder Engagement Plan. Toolbox talks must also be held to address any specific requirements identified in a site/activity specific stakeholder engagement plan. Refer also to Section 9.	Site induction material must be provided as part of Transition Readiness Assessment.
Consultation	Mandatory: The Service Provider must develop and implement a Consultation Management System for the	Required as part of

Tool	Explanation and purpose	Roads and Maritime Approval timeframe
Management System	<p>collection and recording of details regarding stakeholder and community contacts and correspondence, including enquiries and complaints. The system must include a reporting facility to track complaint trends and stakeholder interaction.</p> <p>Roads and Maritime must be provided with real time access to the system.</p>	Transition Readiness Assessment.
Communication and stakeholder engagement team meetings	<p>Mandatory: Roads and Maritime and the Service Provider's communication team will meet monthly or as required to:</p> <ul style="list-style-type: none"> • Provide an update on current and upcoming milestones, construction program and stakeholder and stakeholder issues; and • Provide a forum to exchange information and coordinate communication and consultation activities to ensure a consistent approach to stakeholders, the stakeholder and others is delivered. <p>Relevant team members should attend regular meetings as requested to provide details of stakeholder engagement activities.</p> <p>In addition, the Service Provider will be required to attend meetings with other service providers or stakeholders to coordinate communication and stakeholder engagement, and in particular to coordinate the Services to minimise impacts on stakeholders.</p>	N/A
Communication and stakeholder engagement training	<p>Activity dependent: The Service Provider should conduct or organise specific training where appropriate for its personnel and subcontractors, in particular those who in the 'frontline' that are in regular contact with stakeholders and the community.</p>	Training materials to be provided to Roads and Maritime 2 weeks in advance

8 Enquiries and complaints management

8.1 Overview

- 8.1.1 The Service Provider must develop and implement a system for the management of enquiries and complaints.
- 8.1.2 The system must incorporate the following requirements:
- a) A Service Provider team member, not an answering machine, will answer all phone calls to the stakeholder information line during normal business hours and at any time Services are being carried out. The answerer must be aware of work taking place and be able to contact the work site directly for immediate response if needed, or provide information in response to enquiries or complaints
 - b) Direct callers to TMC phone numbers for calls received outside normal construction hours.
 - c) Refer complaints not associated with Service Provider activities to Roads and Maritime as soon as practicable.
 - d) Investigate and determine the source of a complaint immediately, and provide a follow-up call to the complainant (when received by phone).
 - e) Provide an initial response to all complaints within two hours (where a phone number is provided) from the time of the complaint unless the enquirer agrees otherwise.
 - f) Provide an initial written response acknowledging the receipt of the email noting a response will be provided within 48 hours and that a call can be placed to the 1800 number if urgent or verbally within two hours if the caller has left a phone number, within two hours. Provide an initial written response to letters/faxes within 48 hours (and verbally within two hours if a phone number is provided).
 - g) Keep the complainant informed of the process and timeframes until the complaint is resolved.
 - h) Provide feedback to requests for information from Roads and Maritime within two hours.
 - i) Comply with all directions from Roads and Maritime in relation to the resolution of an escalated complaint.
 - j) Take all actions and implement all reasonable measures to prevent the reoccurrence of the complaint.
 - k) Effectively manage complaints consistent with the Transport for NSW customer feedback policy within a timeframe agreed with the complainant.
 - l) Record all complaints in the Communication Management System within 24 hours.

8.2 Classification of complaints

- 8.2.1 Complaints may include any interaction with a stakeholder who expresses dissatisfaction with the performance of the Services, policies, personnel, actions or proposed actions during the Services.
- 8.2.2 Any complaints will fall into one of two categories for reporting purposes:
- a) Unavoidable complaints, or
 - b) Avoidable complaints.
- 8.2.3 Unavoidable complaints are those which relate to activities that cannot be avoided by the Service Provider in providing the Services in compliance with SMC requirements. Examples include:
- a) Opposition to a project or government policy:

- b) Complaint about noise generated at night when the Service Provider has consulted with the stakeholder, provided information about the timing and duration of the works, obtained approval for night works, and performed the works in accordance with approved criteria;
- c) Complaint about traffic being delayed in compliance with an approved Road Occupancy Licence and where effective Traffic Management Plan is being implemented;
- d) Complaint about a road defect not evident from a routine inspection (or arising after the last inspection) and which has not yet exceeded any intervention standard.
- e) Complaints agreed with Roads and Maritime Communication and Stakeholder Engagement team to be genuinely vexatious

8.2.4 Avoidable complaints about activities may arise where the Service Provider does not comply with any contract requirement or does not meet a commitment that has been given to the community or stakeholders (e.g. commitments may be contained in staff inductions or written notifications.)

For example:

- a) Complaint about noise at night where work is being performed outside of approved criteria. For example: work outside of approved (or notified) construction hours or approved noise levels;
- b) Failure to recognise impact of potential stakeholder impacts e.g. performing maintenance works during affecting access to schools during HSC exam periods;
- c) Failure to properly plan and manage the works resulting in impacts e.g. insufficient notice periods for works, failure to conduct services investigations;
- d) Complaint about how traffic is being controlled where working outside of approved ROL constraints or not in accordance with traffic management plans;
- e) Complaint about Service Provider's vehicles or plant parking in public spaces unless the Service Provider has obtained any necessary approval and notified the community in advance;
- f) Complaints about worker behavior, for example: rudeness, littering, swearing, poor driving;
- g) Failure to address road defects in accordance with intervention specifications, and/or provide feedback on a road defect reported by a member of the public (e.g. pothole);
- h) Failure to respond to enquiries within a reasonable time or at all.

9 Team communication and training

9.1 Overview

- 9.1.1 Clear communication within the Service Provider's personnel, and between the Service Provider's personnel and stakeholders is vital to the success of the SMC.
- 9.1.2 The Service Provider must provide communication and training to reinforce key messages and the team's roles and responsibilities in regards to communication and stakeholder engagement.
- 9.1.3 Training and communication provided by the Service Provider to personnel must address:
- a) The importance of being a good neighbour;
 - b) Team engagement to maintain interest and morale;
 - c) Adopting shared values including, safety, honesty, integrity, and respect;
 - d) Evidence of putting the customer at the centre of everything we do, e.g. by asking the four key questions:
 - Is there a flexible solution here?
 - How will that work for you?
 - What can we do to influence this?
 - Now can we work with you to make this better?
- 9.1.4 Training and communications provided by the Service Provider must include but not be limited to:
- a) Site inductions;
 - b) Team meetings including toolbox talks;
 - c) Specific training.
- 9.1.5 Roads and Maritime communication personnel will be available to assist in the preparation of, or contribute to site inductions for personnel, and reinforce the importance of the team's role in creating positive relationships in the local stakeholder through sensible, thoughtful and acceptable behaviour.
- 9.1.6 Communications and training requirements for team members are to be described in the Communication and Stakeholder Engagement Plan.

9.2 Site inductions

- 9.2.1 Stakeholder engagement must be included in the site induction of all personnel engaged in the Services.
- 9.2.2 The Service Provider must ensure all personnel behave in a courteous and professional manner when liaising with the stakeholder. All personnel must:
- a) Be trained on how to respond to stakeholder inquiries;
 - b) Be aware of and abide by the requirements for the release of information;
 - c) Be aware of the views of the stakeholder within which they are working.
- 9.2.3 Site inductions for all employees and contractors must include information about Roads and Maritime's commitment to positively engaging with, and minimising disruption to the stakeholder, local residents, businesses, transport providers and transport users.
- 9.2.4 The site inductions will reinforce to all the importance in:
- a) Upholding the program values;
 - b) Demonstrating respect for local communities and the environment;

- c) Supporting local businesses where possible; and
- d) Behaving professionally at all times.

9.3 Meetings and toolbox talks

- 9.3.1 Team meetings and tool box talks will be used when needed to update the project team and reinforce project messaging and appropriate behaviours.
- 9.3.2 Roads and Maritime personnel will be available to contribute to inductions for construction crews, site personnel and sub-contractors and reinforce the importance of the team's role in creating positive relationships in the local stakeholder through sensible, thoughtful and acceptable behaviour. The Service Provider is to consider providing staff with contact cards to hand to members of the community with project contacts and an explanation of protocols to direct enquiries and/or complaints.

9.4 Specific training

- 9.4.1 The Service Provider must develop and implement specific training where needed for its personnel who are “front of house” in delivery of Services. This will include workers, managers and the communication and stakeholder engagement specialists, whether directly employed by or contracting to the Service provider .

I0 Monitoring, evaluation and reporting

- 10.1.1 Monitoring and reporting on communication and stakeholder engagement, and the effectiveness of the implementation of the Communication and Stakeholder Engagement Plan will be undertaken by Roads and Maritime the Service Provider regularly.
- 10.1.2 Monthly reporting requirements for the Service Provider are identified in the SMC Services Requirements.
- 10.1.3 Key Performance Indicators (KPIs) relating to the effectiveness and compliance with the Communication and Stakeholder Engagements Plan have been identified in the Performance Framework. These KPIs will be measured and reported monthly by the Service Provider.
- 10.1.4 The Service Provider must also conduct a rolling program of stakeholder surveys over each Contract Year. The survey will be used to inform Roads and Maritime and the Service Provider of the performance of the Services and feedback from customers, focusing on the stewardship. The survey will include the following features:
- a) Conducted by an appropriately qualified third party provider;
 - b) Random sampling of stakeholders that have been impacted by the Services;
 - c) Provision for qualitative and quantitative evaluation techniques and reporting.
- 10.1.5 Roads and Maritime and the Service Provider will agree the survey format during the Transition Period.
- 10.1.6 The results of the surveys must be provided to Roads and Maritime. A joint review of complaints will take place at least monthly with the Service Provider required to provide details of complaints received and analysis indicating the number of complaints, issue, resolution and time taken to resolve.
- 10.1.7 Roads and Maritime may also conduct further evaluation of the performance of communication and stakeholder engagement. This may include but not be limited to:
- a) Roads and Maritime audit of compliance against the approved Communication and Stakeholder Engagement Plan;
 - b) Stakeholder and customer surveys, including trending over time;
 - c) Analysis of media reports and feedback;
 - d) Number of issues escalated (e.g. Ministerial briefings); and
 - e) Analysis of enquiries or complaints received from the stakeholders and the quality and effectiveness of responses.
- 10.1.8 The Service Provider will be invited to participate in any such evaluations, with the results provided to the Management Review Group as part of its quarterly meeting and annual performance reviews.

SCHEDULE 7
PAYMENT SCHEDULE

1. GENERAL

1.1 This Schedule sets out the basis for determining the amounts payable by:

- (a) RMS to the Service Provider; and
- (b) the Service Provider to RMS,

in each month of the Contract Term or following the termination or expiry of this document.

1.2 All amounts payable under this Schedule are exclusive of GST.

1.3 Provisional sums in the Pricing Schedule will not themselves be payable and the parties will agree a Payment Type for all elements of the Services that are the subject of a provisional sum.

2. TRANSITION SERVICES

In consideration for the provision of the Transition Services, the Service Provider is entitled to claim the amounts specified in Pricing Table 4B on the basis set out below.

(a) **Milestone payments**

Item	Milestone Description	Service Provider entitlement to claim payment
1.	Transition Readiness Assessment	The Service Provider may claim payment following completion of the "Transition Readiness Assessment" contemplated by section 3.3 of the Brief for Transition Services to the reasonable satisfaction of RMS.
2.	Completion of the Transition Services	The Service Provider may claim payment following completion of the Transition Services as determined by RMS.

(b) **Monthly payments**

In each month of the Mobilisation Stage, the Service Provider may claim payment of the amount specified in Table 4B as being payable in the relevant month.

The amounts contemplated by Pricing Table 4B are a limit on RMS' liability to the Service Provider in respect of the Transition Services and the Service Provider will have no entitlement to any additional payments in respect of the Transition Services other than those specified in Pricing Table 4B.

3. **RMS PLANT AND EQUIPMENT**

If the Service Provider purchases any RMS Plant and Equipment, the Service Provider must pay to RMS the purchase price for the relevant RMS Plant and Equipment in accordance with the applicable agreement for sale.

When these amounts become due and payable under any agreement for sale they will be a debt due and payable to RMS by the Service Provider and RMS may deduct such amounts from any amounts that are due and payable to the Service Provider under this document.

4. **LICENCE PAYMENTS IN RESPECT OF RMS DEPOTS**

If the Service Provider and RMS agree that the Service Provider may use any RMS Depots, the Service Provider must pay to RMS the licence fee for use of such RMS Depots in accordance with the terms of the RMS Depot Licence.

When these amounts become due and payable under any RMS Depot Licence they will be a debt due and payable to RMS by the Service Provider and RMS may deduct such amounts from any amounts that are due and payable to the Service Provider under this document.

5. **FORWARD WORKS PROGRAM PAYMENTS**

In consideration for the provision of each Service Category contemplated by the Forward Works Program (other than Demobilisation and Handover Services which are dealt with in clause 14 of this Schedule), in each month the Service Provider may claim payment in the manner set out in this section 5.

(a) **Priced Component**

For each Service Category that the Forward Works Program contemplates will be carried out on a Priced Component basis, the Service Provider may claim the value of work completed in the relevant month calculated by reference to section 2.2 of the Commercial Framework.

For each Service Category that is carried out on a Priced Component Basis, the total amount contemplated by relevant Pricing Table of the Pricing Schedule is a limit on RMS' liability to the Service Provider in respect of such Service Category and the Service Provider will have no entitlement to claim any additional payments in respect of such Service Category once it has claimed the full amount contemplated by the relevant Pricing Table.

(b) **Target Cost**

For each Service Category that the Forward Works Program contemplates will be carried out on a Target Cost basis, the Service Provider may claim an amount calculated by reference to section 2.3 of the Commercial Framework for the relevant month.

The Service Provider acknowledges and agrees that any amounts claimed under this clause 5(b) are payable by RMS on account only and remain subject to the Pain Gain Adjustment contemplated by clause 12 of this Schedule.

(c) **Cost Plus**

For each Service Category that the Forward Works Program contemplates will be carried out on a Cost Plus basis, the Service Provider may claim the value of work

completed in the relevant month calculated by reference to section 2.4 of the Commercial Framework.

(d) **Negotiated Terms**

For each Service Category that the Forward Works Program contemplates will be carried out on a Negotiated Terms basis, the Service Provider may claim such amounts as are permitted in the relevant month under the payment terms applicable to the relevant Service Category as agreed by the parties as part of the Forward Works Program.

6. **SPECIAL PROJECT PAYMENTS**

In consideration for the provision any element of the Services that is carried out as a Special Project, in each month the Service Provider may claim payment in the manner set out in this section 6.

(a) **Priced Component**

For each Special Project that is carried out on a Priced Component basis, the Service Provider may claim the value of work completed in the relevant month calculated by reference to section 2.2 of the Commercial Framework.

For each Special Project that is carried out on a Priced Component Basis, the total amount contemplated by the applicable Work Terms is a limit on RMS' liability to the Service Provider in respect of such Special Project and the Service Provider will have no entitlement to claim any additional amounts in respect of such Special Project once it has claimed the total amount contemplated by the applicable Work Terms.

(b) **Target Cost**

For each Special Project carried out on a Target Cost basis, the Service Provider may claim an amount calculated by reference to section 2.3 of the Commercial Framework for the relevant month.

(c) **Cost Plus**

For each Special Project carried out on a Cost Plus basis, the Service Provider may claim the value of work completed in the relevant month calculated by reference to section 2.4 of the Commercial Framework.

(d) **Negotiated Terms**

For each Special Project carried out on a Negotiated Terms basis, the Service Provider may claim such amounts as are permitted in the relevant month under the Work Terms applicable to the relevant Special Project.

7. **MATERIAL SUPPLY**

If RMS requires the Service Provider to supply materials under clause 6.4 of the General Conditions, in each month the Service Provider may claim the amounts that become payable in that month under the agreed terms of supply.

8. **ROAD OCCUPANCY RENTAL**

For each month the Service Provider must pay to RMS the sum of all Road Occupancy Rental amounts for which the Service Provider is liable in the relevant month pursuant to clause 4.5(b) of the General Conditions.

These amounts are a debt due and payable to RMS by the Service Provider and RMS may deduct such amounts from any amounts that are due and payable to the Service Provider under this document.

9. INTERIM PERFORMANCE ADJUSTMENT

The Service Provider must pay RMS the Interim Performance Adjustment for each quarter following receipt of written notice from RMS of Interim Performance Adjustment for the relevant quarter.

Following the issue by RMS of such notice the Interim Performance Adjustment is a debt due and payable to RMS by the Service Provider and RMS may deduct the Interim Performance Adjustment from any amounts that are due and payable to the Service Provider under this document following the issue of such notice.

10. PERFORMANCE ADJUSTMENT

The Service Provider must pay RMS the Performance Adjustment for each Contract Year following receipt of written notice from RMS of Performance Adjustment for the relevant Contract Year.

Following the issue by RMS of such notice the Performance Adjustment is a debt due and payable to RMS by the Service Provider and RMS may deduct the Performance Adjustment from any amounts that are due and payable to the Service Provider under this document following the issue of such notice.

11. PERFORMANCE INCENTIVE

The Service Provider may claim the Performance Incentive for each Contract Year, if any, following receipt of written notice from RMS of the amount of the Performance Incentive for the Contract Year.

12. PAIN GAIN ADJUSTMENT

If the Pain Gain Adjustment for a Contract Year results in:

- (a) Gainshare, the Service Provider may claim any Gainshare to which it is entitled following receipt of written notice from RMS of the Pain Gain Adjustment for the Contract Year; or
- (b) Painshare, any Painshare for which the Service Provider is liable will be a debt due and payable to RMS by the Service Provider and RMS may deduct such Painshare from any amounts that are due and payable to the Service Provider under this document following the issue of written notice to the Service Provider of the Pain Gain Adjustment for the Contract Year.

13. RMS RETAINED ENTITLEMENTS

In any month during the period commencing on the full Services Commencement Date and expiring on the Original Expiry Date, the Service Provider may claim payment for any RMS Retained Entitlements that become payable in such month under the terms of the Road Maintenance Transitional Agreement.

14. DEMOBILISATION AND HANDOVER SERVICES

In consideration for the provision of the Demobilisation and Handover Services, the Service Provider is entitled to claim the amount specified in Pricing Table 4C following receipt of notification from RMS that the Demobilisation and Handover Services have been completed to the reasonable satisfaction of RMS.

The amount contemplated by Pricing Table 4C is a limit on RMS' liability to the Service Provider in respect of the Demobilisation and Handover Services and the Service Provider will have no entitlement to claim any additional payments in respect of the Demobilisation and Handover Services other than those specified in Pricing Table 4C.

15. **CHANGES**

In each month the Service Provider may claim amounts payable in respect of any Changes that are agreed or directed under the terms of the General Conditions.

16. **LONG SERVICE LEAVE LEVY**

In any month where the long service leave levy is paid by the Service Provider in accordance with clause 11.10 of the General Conditions, RMS will reimburse the Service Provider the actual cost of the levy plus a margin calculated using the Cost Plus Margin Rate following receipt of documentary evidence of payment of the levy.

17. **OTHER AMOUNTS**

The Service Provider may claim other amounts to which it is entitled under this document when they become due and payable under the terms of this document.