

**WESTCONNEX – STAGE 2
KING GEORGES ROAD CONSTRUCTION DEED**

**INFORMATION REQUIRED TO BE DISCLOSED BY SECTIONS 29 AND 30 OF THE
GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009 (NSW) IN CONNECTION WITH
THE KING GEORGES ROAD CONSTRUCTION DEED**

The table below sets out the information which is required to be disclosed by WestConnex Delivery Authority (**WDA**) in relation to the King Georges Road Construction Deed (**Construction Deed**) in accordance with sections 29 and 30 of the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**).

Capitalised terms used in this table have the meaning given to them in the Construction Deed unless the context indicates otherwise.

Item	GIPA Act requirements	Information
1.	<i>Name and business address of the contractor</i>	Section 29(a) Fulton Hogan Construction Pty Ltd (ABN 43 010 240 758) Level 3, Dunning Avenue Rosebery, NSW, 2018
2.	<i>Particulars of any related body corporate in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract</i>	Section 29(b) Asphalt paving will be subcontracted to Fulton Hogan Industries Pty Ltd (ABN 54 000 538 689), which is a related body corporate of the Contractor.
3.	<i>Date on which the contract became effective and the duration of the contract</i>	Section 29(c) The Construction Deed became effective on 11 May 2015. The Date for Completion of the Project Works is 7 February 2017 (as that date may be extended in accordance with the Construction Deed) and the Project Works have a 2 year Defects Correction Period. The Construction Deed does not have a fixed duration.
4.	<i>Particulars of the project to be undertaken, the goods or</i>	Section 29(d) The Construction Deed provides for the: <ul style="list-style-type: none"> Contractor to construct the Project Works and Temporary Works in accordance with the requirements of the

Item	GIPA Act requirements	Information
	<i>services to be provided or the real property to be leased or transferred under the contract</i>	Construction Deed; and <ul style="list-style-type: none"> Principal to pay the Contractor the Project Contract Sum in accordance with the requirements of the Construction Deed.
5.	<i>Estimated amount payable to the contractor under the contract</i>	Section 29(e) \$84,913,299
6.	<i>Description of any provisions under which the amount payable to the contractor may be varied</i>	Section 29(f) Payments to the Contractor may be adjusted if: <ul style="list-style-type: none"> a Variation is directed or otherwise arises under clause 15 of the Construction Deed; or there occurs an event that entitles the Contractor to both an extension of time and a payment for delay costs as set out in clause 17.
7.	<i>Description of any provisions under which the contract could be renegotiated</i>	Section 29(g) Pursuant to clause 23.4, the Construction Deed may be varied by written agreement between the parties.
8.	<i>Method of tendering and a summary of the criteria against which the various tenders were assessed</i>	Section 29(h) Method of tendering Invitation for expressions of interest followed by select tender process. Criteria <ul style="list-style-type: none"> Tenderer's delivery strategy including proposed construction program, construction staging and methodology, and management plans to achieve successful delivery of the Contractor's Work; Identification of key project risks and appropriate risk management strategies; Tenderer's proposed traffic management methodology and staging strategy; Structure, experience, capacity and performance of the Tenderer's proposed team (including key personnel, participants and subcontractors); Tenderer's proposed stakeholder and interface management strategies and demonstrated ability of the Tenderer to satisfy community expectations in respect of traffic, environmental and safety management; and Comparative price evaluation.
9.	<i>A description</i>	Section The Contractor must carry out:

Item	GIPA Act requirements		Information
	<i>of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	29(i)	<ul style="list-style-type: none"> • all maintenance work on the Existing Motorway, Local Roads and all relevant completed parts of the Works during the construction period; • any maintenance work that is required on roads and paths outside the Site which results from the Project Works, the Temporary Works or the Contractor's Work; and • Landscape Maintenance work in accordance with clause 14 of the Construction Deed.
10.	<i>Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer</i>	Section 30(2)(a)	Not applicable.
11.	<i>Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer</i>	Section 30(2)(b)	Not applicable.
12.	<i>Results of any cost-benefit analysis of the contract conducted by the agency</i>	Section 30(2)(c)	Not applicable
13.	<i>Components and quantum of the public sector comparator if used</i>	Section 30(2)(d)	Not applicable.
14.	<i>A summary of information used in the contractor's full base case</i>	Section 30(2)(e)	Not applicable.

Item	GIPA Act requirements		Information
	<i>financial model</i>		
15.	<i>Particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved</i>	Section 30(2)(f)	Please refer to the published copy of the Construction Deed.
16.	<i>Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into</i>	Section 30(2)(g)	<p>The Contractor must give the Principal three unconditional undertakings with a total value equal to 5% of the Project Contract Sum.</p> <p>The Contractor must also give the Principal a duly executed Parent Company Guarantee in favour of the Principal.</p>
17.	<i>Particulars of any other key elements of the contract</i>	Section 30(2)(h)	Please refer to the published copy of the Construction Deed.

The table below sets out the information which is required to be disclosed by WestConnex Delivery Authority in relation to the Construction Deed in accordance with section 32 of the GIPA Act.

Item	Additional info	Information
18.	<i>Has the contract or any provisions within it been withheld from this disclosure under the exemptions provisions of the GIPA Act section 32?</i>	Yes
19.	<i>If yes to above, what are the reasons why the contract, or provisions therein, have not been provided?</i> (section 32(2)(a))	There is an overriding public interest against disclosure of certain information as there are public interest considerations against disclosure and, on balance, those considerations outweigh the public interest considerations in favour of disclosure.
20.	<i>If yes to above, is it intended that the contract or those provisions be published at a later date, and if so, when?</i> (section 32(2)(b))	No.
21.	<i>If yes to above, when some but not all provisions of the contract have been published, a general description of the types of provisions that have not been provided here</i> (section 32(2)(c))	<ul style="list-style-type: none"> • Amount of the Contractor's liability cap and liquidated damages cap; • Amount of lost profit that the Contractor will be entitled to if the Construction Deed is terminated in certain circumstances; • Delay cost rates; • Amount of the Contractor's margin; • Dollar amounts and other particulars in the contract payment schedule; • Quantum of Lane Occupancy Fees payable in connection with traffic adjustments on the M5 East Motorway; • Allocation of responsibilities between Principal and Contractor to satisfy obligations and liabilities under an interface agreement between the State and Interlink; and • Terms of an interface agreement between the State and Interlink.