Disclosure of Contract – Class 1 Contract

Green Square Trunk Stormwater Project
Project Alliance Agreement

Parties:
The Council of the City of Sydney and Sydney Water Corporation (as project owners)
DG Alliance, comprising of UGL Engineering Pty Ltd, Seymour Whyte Constructions Pty Ltd, Parsons Brinckerhoff Australia Pty Ltd and RPS Manidis Roberts Pty Ltd (as non-owner participants)

1. Tender Number:

| Request for Proposals No 0510024971 was advertised by Sydney Water Corporation (on behalf of The Council of the City of Sydney and Sydney Water Corporation as joint project owners) |

2. Name and business address of the contractor:

| DG Alliance (comprising of UGL Engineering Pty Ltd, Seymour Whyte Constructions Pty Ltd, Parsons Brinckerhoff Australia Pty Ltd and RPS Manidis Roberts Pty Ltd) |
| Level 3, 40 Miller Street |
| North Sydney NSW 2060 |

3. Particulars of any related body corporate 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:

| As the contract date of 13 February 2015, and as far as the City is aware, Rob Carr Pty Ltd |

4. Date on which the contract becomes effective and the duration of the contract:

| Effective Date: 13 February 2015 |
| Duration: The last date for practical completion of a separable portion for the alliance works is 22 December 2017, with a defect liability period ending 24 months after the last date of practical completion of all separable portions. |

5. Particulars of the project to be undertaken, the goods or services to be provided or the real property to be transferred or leased under the contract:

| The DG Alliance will design and construct the Green Square Trunk Stormwater Project, being a new 2.5km trunk stormwater drain extending from Link Road Zetland to the head of Alexandra Canal (downstream of Huntley Street Alexandria). |

6. Estimated amount payable to the contractor under the contract:

| The target outturn cost is $87,891,516 excluding GST. |
7. Description of any provisions under which the amount payable to the contractor may be varied:

The Project Alliance Agreement sets out when the amount payable to the contractor can be varied including adjustments to the target outturn cost if there is an Adjustment Event, if a Provisional Sum Item is deleted, if the non-owner participants become entitled to a Reward Payment or have to pay a Risk Payment under the Risk/Reward Regime or if the Project Owner Procured Items exceed $15.25M.

8. Description of any provision with respect to the renegotiation of the contract:

Not Applicable.

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

Method of tendering: competitive alliance tender.

Criteria summary:

Technical Aspects:
- Appropriateness of the proposed technical design solution, in particular:
  - Design arrangement, layout and alignment, whole of life costs
  - Compliance to performance requirements
  - Consideration of operational and maintenance requirements
  - Innovation
  - Sustainability

Methodology:
- Appropriateness of the detailed management plans for delivery of the project, in particular:
  - Construction methodology and staging works
  - Interface management
  - Environmental management
  - Community and stakeholder management

Proponent team:
- Appropriateness of resources proposed, including:
  - Ability to work collaboratively with Sydney Water and the City of Sydney
  - Ability to work as an integrated team
  - Demonstrated alliance behaviours

10. Description of any provision under which it is agreed that the contractor is to review payment for providing operational or maintenance services:

Not Applicable.