Disclosure of Contract – Class 3 Contract

1. Tender Number:

   1449

2. Name and business address of the contractor:

   Name: AE Smith & Son Pty Ltd
   Address: 21-29 Miles Street, Mulgrave VIC 3170

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:

   N/A

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

   8 December 2014
   Five years with the option to extend for a further five years at the discretion of Council

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:

   Town Hall Trigeneration Project

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

   Design & Construct: $9,224,788.00
   Operation & Maintenance: $2,450,889.00

7. Description of any provisions under which the amount payable to the contractor may be varied:

   N/A

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

   N/A

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:

   Open Tender
   Tender evaluation criteria included:
   - Demonstrated recent experience completing similar projects
   - Expertise and capability demonstrated through proposed key personnel, subcontractors and suppliers
- Ability to complete design/ construction within required timeframe, demonstrated through proposed program; Design/ construct methodology is project specific and addresses key project risks
- Tenderer’s proposal meets performance requirements
- Operate/ maintain methodology demonstrates long-term capability to operate and maintain facility; Demonstrated understanding of requirements for major plant overhaul; Demonstrated flexibility to operate in different scenarios
- Environmental management: Provision of certification or in house system
- Quality Assurance: Provision of certification or in house system
- Workplace Health & Safety
- Financial and commercial trading integrity including insurances

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

N/A

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

N/A

12. Particulars of future transfers of significant assets to the contractor, including the date of the proposed transfer:

N/A

13. The results of any cost-benefit analysis of the contract conducted by the City of Sydney:

N/A

14. The components and quantum of the public sector comparator if used:

N/A

15. If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls of usage charges):

N/A

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

N/A

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

N/A

18. Particulars of any other key elements of the contract:

N/A