
Schedule 2

CONSTRUCTION COMPLETION AND FINAL COMPLETION PRE-CONDITIONS

(Clause 1.1)

PART 1 – CONSTRUCTION COMPLETION

1. The M5 West Widening Works and the M5 West Widening Temporary Works must be completed in accordance with the M5 West Widening Deed except for minor Defects that:
 - (a) do not prevent the Tollroad, the M5 Western Link and M5 West Widening from being reasonably capable of being used for the safe, efficient and continuous passage of motor vehicles;
 - (b) the Independent Verifier determines that the Company has reasonable grounds for not promptly rectifying; and
 - (c) can be rectified without prejudicing the safe, efficient and continuous passage of vehicles on the Tollroad, the M5 Western Link and M5 West Widening.
2. RMS has been provided with:
 - (a) all certificates required by the Certification Schedule (other than the certificates or statements (as the case may be) required in respect of Property Works under clause 7.9(a)(ii) of annexure A);
 - (b) a copy of all the independent road safety audits required by section 7.17 and section 10 of the Scope of Works and Technical Criteria;
 - (c) copies of all Approvals required to open, use and operate the M5 West Widening Works;
 - (d) evidence of the insurance policies required by clause 15.4 of annexure A being effected in accordance with the M5 West Widening Deed; and
 - (e) the relevant sections of the Maintenance Manual applicable to new items of traffic control infrastructure (including VMS, cameras and associated cables) in accordance with clause 13.1(a) of annexure A and RMS has not provided a notice to the Company under clause 13.1(e)(ii) of annexure A in respect of the last Maintenance Manual submitted under clause 13 of annexure A.
3. RMS has been provided with or the Company is using reasonable endeavours to provide RMS with:
 - (a) copies of Approvals from Authorities for the drainage design pursuant to section 7.12.1(b) of the Scope of Works and Technical Criteria; and
 - (b) a written notice of the kind referred to in clause 11.6(a)(i) of annexure A from the relevant Authority for each discrete part of the Service Works which is necessary or required to be completed so that the M5 West Widening may be opened to the public for the safe, efficient and continuous passage of motor vehicles.

PART 2 – FINAL COMPLETION

1. The following requirements have been satisfied:
 - (a) RMS has received:
 - (i) a report prepared by the Quality Manager pursuant to clause 3.3(b)(ii) of annexure A on all quality issues;
 - (ii) all documents relating to all non-conformances pursuant to clause 3.4(c) of annexure A;
 - (iii) copies of all audit reports pursuant to clause 3.5(c) of annexure A;
 - (iv) copies of all site investigation reports and property conditions surveys pursuant to section 4 of the Scope of Works and Technical Criteria;
 - (v) details of the location of Services pursuant to section 6.3(i) of the Scope of Works and Technical Criteria;
 - (vi) copies of all durability and design reports, including MX models required by the Company Documentation Schedule;
 - (vii) a written notice of the kind referred to in clause 11.5(e)(i) of annexure A from the relevant Authority for each discrete part of the M5 West Widening Local Road Works;
 - (viii) copies of "As Constructed Documentation" of the M5 West Widening Works and other as constructed documentation required by the Company Documentation Schedule;
 - (ix) to the extent not provided as part of Construction Completion, copies of Approvals from Authorities for the drainage design pursuant to section 7.12.1(b) of the Scope of Works and Technical Criteria; and
 - (x) to the extent not provided as part of Construction Completion, a written notice of the kind referred to in clause 11.6(a)(i) of annexure A from the relevant Authority for each discrete part of the Service Works which is necessary or required to be completed so that the M5 West Widening may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
 - (b) the Company has vacated and reinstated any land affected by or used for the purposes of the M5 West Widening Temporary Works;
 - (c) the Company has provided RMS with the written releases or statements required by clause 2.3(a)(ii) of this annexure A in respect of any Extra Land;
 - (d) the Company has submitted the Maintenance Manual in accordance with clause 13.1(b) of annexure A and RMS has not provided a notice to the Company under clause 13.1(e)(ii) of annexure A in respect of the last Maintenance Manual submitted under clause 13 of annexure A; and
 - (e) the Company has obtained and provided RMS with all warranties required by the M5 West Widening Deed from the Contractor and their relevant Subcontractors in favour of RMS. The provision of those warranties will not derogate from any rights which RMS may have against the Company in respect of the subject matter of those warranties.