

Disclosure of Information

Class 3 Contract

Contract No/ID:	21.0000139268.2541
Contract Description:	Collaborative Design and Construct Deed M1 Pacific Motorway Extension to Raymond Terrace Heatherbrae Bypass
Contract Commencement Date:	20 December 2022 (subject to the Conditions Precedent specified in clause 1.4(b) of the deed being satisfied by the Contractor)
Period of Contract:	288 weeks
Contractor:	Seymour Whyte Constructions Pty Ltd ABN: 48 105 493 187
Contractor Address:	Brisbane Technology Park12 Electronics Street Eight Mile Plains QLD 4113
Trading Name:	As above
Trading Name Address:	As above
Estimated Payable (\$ Incl GST) :	\$262,471,031
Method of Tendering:	Open Registration of Interest (ROI), followed by a Request For Tender.

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) 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

Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website.

A description of any provisions under which the amount payable to the contractor may be varied

Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website

A description of any provisions with respect to the renegotiation of the contract

N/A

<ul style="list-style-type: none"> ● In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed <p>Tender was assessed against numerous criteria under the following main headings:</p> <ol style="list-style-type: none"> 1. Technical Solution 2. Delivery Approach and Program 3. Delivery Team 4. Commercial and Financial Capacity 5. Price
<ul style="list-style-type: none"> ● A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services <p>Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● 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 <p>N/A</p>
<ul style="list-style-type: none"> ● Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer <p>N/A</p>
<ul style="list-style-type: none"> ● The results of any cost-benefit analysis of the contract conducted by the agency <p>TfNSW has entered into a Collaborative Design and Construct Deed with the Contractor.</p>
<ul style="list-style-type: none"> ● The components and quantum of the public sector comparator if used <p>N/A</p>
<ul style="list-style-type: none"> ● Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges) <p>N/A</p>
<ul style="list-style-type: none"> ● Where relevant, 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 <p>Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● 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 <p>Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● Particulars of any other key elements of the contract <p>Refer to Collaborative Design and Construct Deed, redacted version published on the TfNSW website.</p>

- **Has the contract or any provisions within it been withheld from this disclosure under the exemptions provisions of the GIPA Act Section 32? (YES or NO)**

Yes. Refer to GIPA Explanatory Table published on the TfNSW website.

- **If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions**

Refer to GIPA Explanatory Table published on the TfNSW website.

- **If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when**

Refer to GIPA Explanatory Table published on the TfNSW website.

- **If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published**

Refer to GIPA Explanatory Table published on the TfNSW website.

- **The reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil Liability Act**

Contract value and risk profile.