

ATTACHMENT A

**KEY TERMS OF THE PROJECT
AGREEMENT – SYDNEY HARBOUR
BRIDGE SOUTHERN CYCLEWAY, ROADS
AND MARITIME SERVICES AND CITY OF
SYDNEY**

KEY TERMS OF THE PROJECT AGREEMENT

- Roads and Maritime Services (RMS) is responsible for obtaining all authorisations for the project and for all community consultation.
- The City is to provide the design and construction documentation for the project.
- As a service provider, the City is required to comply with the Minimum Design Criteria (which includes the City's codes and cycleway design guidelines) and exercise reasonable skill and care to provide the design services. The City provides RMS with an indemnity for damage to property and personal injury to the extent such a loss or claim arises from the services.
- The City is required to use skilled design sub-consultants as it sees fit and is responsible for the acts of sub-consultants.
- If RMS directs a variation to the services, the City is able to object if in its view the direction would have a detrimental impact on the Minimum Design Criteria. In such circumstances the parties must meet. If RMS wishes to proceed despite the City's objections, the City's liability in relation to such services will reduce.
- RMS will pay the City \$535,657 (ex GST) for the services and will pay for any variations to the services.
- A working group of two RMS and two City representatives for the design services is to be set up to discuss any issues arising out of the services. One of the City's representatives is Maren Parry.
- Separately, each party will have a representative in the capacity of stakeholder, and a Project Control Group is to be set up for the project to meet quarterly for its duration to discuss project issues. As a stakeholder, RMS must regularly consult with the City and must provide the design to the City for comment and have regard to such comments. The City's stakeholder representative is Chris Lawlor.
- The City grants RMS a license to use the design for any purpose, and is provided with a limited license to use RMS's documents for the services.
- The agreement may be terminated if the NSW Government decides not to proceed with the project.
- The City is not allowed to make any press or other announcements or releases relating to the agreement without the prior written approval of RMS (acting reasonably) unless that announcement or release is required by law (for example, if required under the Local Government Act).
- No license to occupy and use public land for the construction of the cycleway is provided under the agreement.