

Schedule 7: Governance and Service Management

Part 1 – Groups

1. Composition

1.1 Project Governance Group

Unless otherwise agreed by the parties, the Project Governance Group shall comprise:

- (a) representatives of the Contractor, including:
 - (i) the chairman of the Contractor General Partner's board of directors or the chairman's delegate as agreed with the Transport Agency;
 - (ii) representatives of each of:
 - (A) the holders of equity in HoldCo General Partner; and
 - (B) the HoldCo Limited Partners; and
 - (iii) other members of either the HoldCo General Partner's board of directors or the Contractor General Partner's board of directors, in each case with relevant knowledge and oversight applicable to the current phase of the P2Wk Project;
- (b) representatives of the Transport Agency, who shall be members of the Transport Agency's senior management, in each case with relevant knowledge and oversight applicable to the then-current phase of the P2Wk Project; and
- (c) a representative from each of the Treasury and the Auckland Council in an 'observer' capacity.

1.2 Relationship Management Group

Unless otherwise agreed by the parties, the Relationship Management Group shall comprise six members, being:

- (a) the Contractor's Representative and two other representatives appointed by the Contractor; and
- (b) the Transport Agency's Representative and two other representatives appointed by the Transport Agency.

The parties acknowledge that the Transport Agency may nominate a further representative (in addition to those two other representatives nominated under paragraph 1.2(b)), this third other representative may be interchanged with those two other representatives nominated by the Transport Agency under paragraph 1.2(b) or may attend a Relationship Management Group meeting together with those two other representatives nominated by the Transport Agency under paragraph 1.2(b).

1.3 Notification of membership

- (a) On or prior to Financial Close, each party must give the other party written notice of the representatives (and any alternates to those representatives) it appoints to the

Project Governance Group. Subject to paragraph 1.1, each party may replace a representative or alternate appointed by it by written notice to the other party.

- (b) Subject to paragraphs 6.4 (Notification of appointment) and 7.4 (Notification of appointment), on or prior to Financial Close, each party must give the other party written notice of the representatives (and any alternates to those representatives) it appoints to the Relationship Management Group. Subject to paragraph 1.2, 6.4 (Notification of appointment) and 7.4 (Notification of appointment), each party may replace a representative or alternate appointed by it by written notice to the other party.

1.4 Authority of members

Each party must ensure the members of a Group appointed by it:

- (a) are authorised to represent the respective party in respect of any of the purposes, duties or functions of the Group; and
- (b) attend all meetings as required, subject to the terms of paragraph 3.2 (Method of attendance) and 3.3 (Quorum).

1.5 Sub-groups

A Group may form a sub-group for any purpose. The sub-group will be governed by the same terms as the parent Group unless the sub-group is expressly formed on restricted terms (in which case such restricted terms shall apply to that sub-group).

1.5A C&C sub-Governance Group

Within one month of the 2020 Effective Date, the parties will form a sub-Project Governance Group for the purposes of co-operation and collaboration during the construction phase of the P2WK Project (**C&C sub-Governance Group**). Unless otherwise agreed by the parties, the C&C sub-Governance Group shall comprise two members of the Project Governance Group, one from each of the Contractor and the Transport Agency, together with a representative of the Construction Sub-contractor and another representative or invitee of the Transport Agency.

2. Purposes

2.1 Project Governance Group

The Project Governance Group shall be responsible for the overall governance of the P2Wk Project from the Execution Date until the Expiry Date or the Actual Termination Date (whichever occurs first), such responsibility to include:

- (a) reviewing and setting the overall strategy for the P2Wk Project;
- (b) managing the strategic relationships required within the P2Wk Project;
- (c) informing members of developing and planned strategic matters relating to the transport sector, including those matters impacting, or reasonably capable of impacting, on the P2Wk Project and the delivery of the Services;
- (d) reviewing and discussing ideas for innovation;
- (e) reviewing and discussing key stakeholder relationships;

- (f) discussing issues of public concern;
- (g) acting as a strategic risk management forum; and
- (h) acting as a forum to discuss any other issues arising in relation to the Works Provisioning or the AMM Services, including any issues that may be escalated from the Relationship Management Group.

2.2 Relationship Management Group

The Relationship Management Group shall be responsible for overseeing the implementation and performance of this Agreement from the Execution Date until the Expiry Date or the Actual Termination Date (whichever occurs first), such responsibility to include:

- (a) monitoring the progress and delivery of the Works Provisioning and the AMM Services delivered pursuant to the Agreement, with reference to all applicable Operative Documents;
- (b) reviewing reports prepared by the Contractor, any Major Sub-contractor, the Independent Reviewer or any other person in relation to the Works Provisioning and the AMM Services;
- (c) discussing any issues arising from any manuals, plans, programmes, reports or documents provided by or on behalf of the Contractor or the Independent Reviewer;
- (d) discussing issues of public concern;
- (e) discussing quality assurance;
- (f) reporting on and discussing health and safety and environmental issues;
- (g) raising for discussion any potential Changes, where practicable, prior to the issue of any Change Notice in accordance with Part 12 (Changes) of the Base Agreement;
- (h) monitoring and overseeing the implementation and negotiation of any proposed Change;
- (i) acting as a forum to discuss any other issues arising in relation to the Works Provisioning or the AMM Services; and
- (j) working together to implement any strategy or innovation agreed by the Project Governance Group.

2.3 C&C sub-Governance Group

The C&C sub-Governance Group will seek to act on a 'best for project' basis with a view to timely completion of the construction phase of the P2WK Project, and will:

- (a) discuss aspects of the P2Wk Project in detail;
- (b) attend and continue to attend workshops and will discuss and agree on opportunities to improve collaboration and cooperation for the balance of the construction phase of the P2Wk Project with a particular focus on working through solutions for the following items:
 - (i) improved stakeholder engagement and communications;

- (ii) improved visibility on programme; and
- (iii) prioritisation and improvement in respect of relationships with third parties including, the counterparties to the Third Party Property Agreements and the Deferred Acquisition Land Assumptions regime, Hōkai Nuku and Asia Pacific International Group (New Zealand) Limited.

3. Meetings

3.1 Frequency

- (a) The Project Governance Group shall meet:
 - (i) monthly during the Works Provisioning phase and quarterly hereafter or as otherwise agreed by the Project Governance Group; and
 - (ii) at such other times as the parties may reasonably require.
- (b) The C&C sub-Governance Group shall meet prior to the Project Governance Group (and as otherwise required).
- (c) The Relationship Management Group shall meet:
 - (i) monthly or as otherwise agreed by the Relationship Management Group; and
 - (ii) at such other times as the parties may reasonably require.
- (d) The Contractor shall:
 - (i) within one month after the Execution Date, propose for approval by the Transport Agency (acting reasonably) a schedule of Project Governance Group and Relationship Management Group meetings for the period up until the Planned Service Commencement Date (which shall be updated as necessary to reflect the likely Service Commencement Date); and
 - (ii) within one month before the Planned Service Commencement Date and thereafter within one month before each anniversary of the Service Commencement Date, propose for approval by the Transport Agency (acting reasonably), a schedule of Project Governance Group and Relationship Management Group meetings for the following 12 month period.
- (e) Each party shall use its reasonable endeavours to adhere to the schedules of meetings approved by the Transport Agency under paragraph 3.1(c).

3.2 Method of attendance

Subject to paragraph 3.3, a meeting of a Group may be held:

- (a) by assembly at the place, date, and time appointed for the meeting under paragraph 3.1; and
- (b) where requested by a member not less than five Business Days in advance, by means of audio, or audio and visual, communication by which all members participating can simultaneously hear each other throughout the meeting.

3.3 Quorum

- (a) For a meeting of a Group to proceed there must be in attendance in person at all times during the meeting at least four members, including at least two representatives of the Transport Agency and at least two representatives of the Contractor (a "Quorum").
- (b) If a Quorum is not present within 15 minutes after the time appointed for the meeting, the meeting is adjourned for two Business Days at the same time and place or to such other date, time and place as the members present at the meeting may appoint.
- (c) A member may be represented by an alternate (either in person, by telephone, video conference or similar telecommunication device, but such alternate will only be regarded as present for the purposes of a Quorum if the alternate is present in person).

3.4 Chair

The chair of a Group shall be:

- (a) with respect to the Project Governance Group, one of the Transport Agency's representatives (or his or her alternate); and
- (b) with respect to the Relationship Management Group, the Transport Agency's Representative (or his or her alternate).

3.5 Attendees

During Works Provisioning:

- (a) either party may have other sub-contractors, advisors and consultants present at any Relationship Management Group meeting from time to time as required, subject to giving the other party not less than two Business Days' prior notice of such attendance; and
- (b) the Independent Reviewer shall be required to attend all meetings of the Relationship Management Group where his or her monthly report (verbal or written) will be considered, unless otherwise agreed by the Transport Agency's Representative and the Contractor's Representative in advance of the meeting.

3.6 Procedures and protocols

Subject to this paragraph 3, meetings of a Group will be conducted according to such other procedures and protocols as the members of that Group agree from time to time.

4. Agenda and minutes

4.1 Agenda

- (a) At least five Business Days prior to the scheduled date of each meeting, the Contractor shall prepare and provide to the members of the relevant Group a draft agenda for the next meeting, along with supporting reports and information.
- (b) The Transport Agency shall advise the Contractor within two Business Days whether it wishes to make additions to the agenda and whether it requires the Contractor to provide additional information prior to the meeting.

- (c) The final agenda shall be circulated by the Contractor at least one Business Day prior to the meeting, together with any additional material requested by the Transport Agency.
- (d) The agenda may be amended at the meeting by agreement of at least three members of the relevant Group present at the meeting.

4.2 Minutes

Within five Business Days of the conclusion of each meeting of the relevant Group, the Contractor shall prepare and circulate detailed minutes of the meeting to each member of the relevant Group. The minutes must include:

- (a) a list of attendees;
- (b) details of the matters discussed at the meeting; and
- (c) the actions arising from the meeting as agreed by the relevant Group at that meeting.

4.3 Provision of additional information

The Transport Agency may require, from time to time, the Contractor to provide additional information on matters discussed at any Group meeting and the Contractor must provide such information in a timely manner.

5. Conduct and decisions

5.1 Relationship principles

Each party acknowledges and agrees that the parties will behave and work together, in relation to all aspects of this Agreement and the delivery of the Services, in a manner that is consistent with the following principles:

- (a) **Teamwork:** the Transport Agency and the Contractor will operate as a team, tasked with delivering the Transport Agency's outcomes and objectives. Communication will be open and honest. Each party will respond quickly and proactively to issues raised by the other, and both opportunities and solutions to problems will be shared.
- (b) **Transparency:** transparency is a fundamental requirement in relation to all operational information and matters relating to the P2Wk Project.
- (c) **Reputation:** Each party acknowledges that protection and enhancement of the Transport Agency's reputation is a key Objective of the P2Wk Project.

5.2 Completion of agreed actions

Without prejudice to the right of the Transport Agency to issue directions and Change Notices in accordance with the Base Agreement, each party must seek to complete any actions assigned to it, which are agreed at the relevant Group meeting, within a timely manner and shall be carried out in accordance with the relationship principles set out in paragraph 5.1.

5.3 Effect of decisions

The parties recognise that decisions of a Group shall not be binding nor confer rights or obligations on either the Transport Agency or the Contractor under, or otherwise affect, any

of the Project Documents, unless any such decision of either Group is given as an express direction pursuant to this paragraph 5.3 by the Transport Agency's Representative in writing within five Business Days of the meeting, or a Confirmed Change results after the matter is progressed in accordance with Part 12 (Changes) of the Base Agreement.

5.4 Effect of exercise of rights by Transport Agency

The Transport Agency's exercise of, or omission to exercise, any of its rights and obligations with respect to a Group will not:

- (a) constitute an Event;
- (b) lessen or otherwise affect the Contractor's obligations and the Transport Agency's rights, whether under this Agreement or at Law;
- (c) entitle the Contractor to make any Claim against the Transport Agency; or
- (d) be construed as a Change,

save that in the event of any direction given, or Change initiated, by the Transport Agency following any meeting of a Group, the relevant provisions of this Agreement shall, notwithstanding the foregoing, apply.

Part 2 – Parties’ Representatives

6. Transport Agency’s Representative

6.1 General

The Transport Agency’s Representative will:

- (a) exercise the rights, powers and authority and perform the roles delegated to the Transport Agency’s Representative by the Transport Agency as may be notified to the Contractor from time to time;
- (b) exercise such other power or authority of the Transport Agency under any Project Document, delegated in writing by the Transport Agency to the Transport Agency’s Representative and notified to the Contractor (including any conditions applying to the delegated power);
- (c) bind the Transport Agency under this Agreement or other Project Documents, only to the extent of compliance with the conditions of any lawfully delegated power to do so; and
- (d) exercise all powers, duties, discretions and authorities on behalf of the Transport Agency (and not as an independent certifier, assessor or valuer).

6.2 Notices

Any notice that is required to be given to the Transport Agency under this Agreement or any Project Document can, unless otherwise specified, be given to the Transport Agency’s Representative. Any notice given to, or any information within the possession of, the Transport Agency’s Representative is deemed to have been given to, or to be within the possession of, the Transport Agency.

6.3 Reliance on instruction

- (a) Save where notified in writing by the Transport Agency before such act, instruction, notice or direction, the Contractor and the Contractor’s Representative shall be entitled to treat any act, instruction, notice or direction of the Transport Agency’s Representative that is within the delegated authority of the Transport Agency’s Representative as being expressly authorised by the Transport Agency, and the Contractor and the Contractor’s Representative shall not be required to determine whether authority has in fact been given.
- (b) The Contractor shall be entitled to rely on written instructions given by:
 - (i) the Transport Agency’s Representative or authorised delegate acting within his or her delegation;
 - (ii) the Chief Executive of the Transport Agency; or
 - (iii) a person to whom the Chief Executive of the Transport Agency has delegated appropriate authority, evidence of which has been provided to the Contractor.
- (c) The Contractor shall not be entitled to rely on or claim, and the Transport Agency will not be responsible for, any relief, additional time, losses or expenses, damages, costs or other losses should the Contractor fail to act on any notice, communication or other

purported instruction given by a person alleging to act for or on behalf of the Transport Agency unless such instruction is given in accordance with paragraph 6.3(b).

- (d) The Contractor shall not be required to act on any notice, communication or other purported instruction given by a person alleging to act for or on behalf of the Transport Agency unless such instruction is given in accordance with paragraph 6.3(b).

6.4 Notification of appointment

- (a) The Transport Agency must provide written notice to the Contractor of the name and contact details of, and the extent of the delegation exercisable by, the Transport Agency's Representative on or before Financial Close.
- (b) The Transport Agency may appoint a replacement or additional Transport Agency's Representative at any time by written notice to the Contractor, which notice shall contain the information required by paragraph 6.4(a).

6.5 Delegation of function

For the avoidance of doubt, the Transport Agency's Representative may, from time to time, delegate all or part of his or her functions and powers to a suitably qualified and experienced alternate by written notice to the Contractor's Representative and may at any time revoke such delegation or limit or qualify its extent (in each case) on written notice to the Contractor's Representative.

7. Contractor's Representative

7.1 Generally

The Contractor's Representative will:

- (a) exercise the rights, powers and authority and perform the roles accorded to the Contractor's Representative by the Contractor as may be notified to the Transport Agency from time to time;
- (b) exercise such other power or authority of the Contractor under any Project Document, delegated in writing by the Contractor to the Contractor's Representative and notified to the Transport Agency (including any conditions applying to the delegated power);
- (c) bind the Contractor under this Agreement or other Project Documents, only to the extent of compliance with the conditions of any lawfully delegated power to do so; and
- (d) exercise all powers, duties, discretions and authorities on behalf of the Contractor (and not as an independent certifier, assessor or valuer).

7.2 Notices

Any notice that is required to be given to the Contractor under this Agreement or any Project Document can, unless otherwise specified, be given to the Contractor's Representative. Any notice given to, or any information within the possession of, the Contractor's Representative is deemed to have been given to, or to be within the possession of, the Contractor.

7.3 Reliance on instruction

- (a) Save to the extent notified in writing by the Contractor before such act, instruction, notice or direction, the Transport Agency and the Transport Agency's Representative

shall be entitled to treat any act, instruction, notice or direction of the Contractor's Representative as being expressly authorised by the Contractor, and the Transport Agency and the Transport Agency's Representative shall not be required to determine whether authority has in fact been given.

- (b) The Transport Agency will not be entitled to rely on or claim, and the Contractor shall not be responsible for, any relief, additional time, losses or expenses, damages, costs or other losses should the Transport Agency fail to act on any notice, communication or other instruction given by a person alleging to act for and on behalf of the Contractor unless that person is the Contractor's Representative or authorised delegate acting within his or her delegation.
- (c) The Transport Agency shall not be required to act on or acknowledge any notice, communication or other purported instruction given by a person alleging to act for or on behalf of the Contractor unless such instruction is given by the Contractor's Representative or authorised delegate acting within his or her delegation.

7.4 Notification of appointment

- (a) The Contractor must provide written notice to the Transport Agency of the name and contact details of, and the extent of the delegation exercisable by, the Contractor's Representative on or before Financial Close.
- (b) Subject to clause 15.2 (Service management) of the Base Agreement, the Contractor may appoint a replacement Contractor's Representative at any time by written notice to the Transport Agency, which notice shall contain the information required by paragraph 7.4(a).

7.5 Delegation

For the avoidance of doubt, but subject to clause 15.2 (Service management) of the Base Agreement, the Contractor's Representative may, from time to time, delegate his or her functions and powers:

- (a) to a suitably qualified and experienced alternate appointed when the Contractor's Representative is incapacitated, ill or on holiday; and/or
- (b) to the representative of the relevant Major Sub-contractor but only in respect of those duties that require a response under the Project Agreement of one Business Day or less,

and may at any time revoke such delegation or limit or qualify its extent (in each case) on written notice to the Transport Agency's Representative.

7.6 Independent chairman

The Contractor must, for the duration of the Contract Term, ensure that it has a person appointed as the independent chairman of the General Partner.

Part 3 – Key Personnel

8. Key Personnel

8.1 Key Personnel

- (a) The Contractor must ensure that the persons named as “Key Personnel” in Appendix A (**Key Personnel**) are engaged in the provision of the Services:
 - (i) as an employee or independent contractor of the Contractor or a Contractor Related Person;
 - (ii) in the roles;
 - (iii) having the responsibilities;
 - (iv) on a part time or full time commitment; and
 - (v) for the period,as set out in Appendix A.
- (b) Unless requested to do so by the Transport Agency, the Contractor will only be entitled to change a person named as Key Personnel if he or she leaves the employment or engagement of the Contractor (or the Contractor Related Person, as the case may be), is unable to work by reason of illness or incapacity, or the Contractor obtains the prior written consent of the Transport Agency (which shall not be unreasonably withheld or delayed).
- (c) The Contractor may not transfer, reassign or remove, nor may it permit the transfer, reassignment nor removal, of any Key Personnel until a suitable replacement is nominated by the Contractor, approved by the Transport Agency (which shall not be unreasonably withheld or delayed) and commences work. The nominated replacement must meet the minimum capability requirements for that role as represented by the relevant CV or position description for that role as set out in Appendix C.
- (d) The Contractor shall ensure that Appendix A is updated to reflect any changes permitted under this paragraph 8.1.

Part 4 – Statement of Principles

9. Statement of Principles

A Statement of Principles developed by the Contractor is set out in Appendix B, which the Contractor will adhere to in accordance with, and subject to, its terms unless both parties agree (acting reasonably) to a variation of those terms.

Appendix A Key Personnel

Role	Name	FTE	Period of services for the role	CV or Position Description (Appendix C)
SPV Chairman	[REDACTED]	Part-time	The entire Contract Term	CV available on request
SPV Project Director – D&C Phase	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
SPV Project Director – AMM Phase	TBA	Full-time	Services Phase	Position Description attached
SPV Stakeholder Manager	[REDACTED]	Part-time	12 months following Financial Close	CV available on request
D&C Project Director	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Admin / Financial Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Commercial Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Construction Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Engineering Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Key Relationship Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Environmental Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Consents Manager	[REDACTED]	Full-time	Works Provisioning Phase, as required	CV available on request
D&C Communication and Stakeholder Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
D&C Quality & Works Completion Manager	[REDACTED]	Transition to full-time	Works Provisioning Phase	Position Description attached
D&C Health & Safety Manager	[REDACTED]	Full-time	Works Provisioning Phase	CV available on request
AMM & HSQE Manager	TBA	Full-time	The entire Contract Term	Position Description attached

Appendix B: Statement of Principles

Please refer to the Statement of Principles document enclosed following this page.

1 STATEMENT OF PRINCIPLES

1.1 Purpose

The purpose of this Statement of Principles is to:

- Highlights important features of the Contractors Governance, Leadership and Management Strategy (“Governance Strategy”), as identified by the Transport Agency in the Contractor’s RFP submission,
- Summarise these important features in a clear and concise manner for future reference, and
- Provide an indicative framework that the Contractor intends to adhere to over the life of the P2Wk Project.

The Contractor has developed an innovative and fresh approach to its Governance Strategy, intended to best ensure the successful delivery of the P2Wk Project and that the Transport Agency’s Key Outcomes are delivered by the SPV established by the Contractor (the “SPV”).

The Contractor considers that the obligations enshrined in the Project Agreement are a minimum standard that we should be expected to exceed and we will treat our contractual obligations in this way.

It is important to note that as an outcomes-based contract, the Contractor reserves the right to vary aspects of its SPV or resourcing solution where the proposed change:

- would best ensure the success of the P2Wk Project or the delivery of the Transport Agency’s Key Outcomes,
- is necessary to effectively discharge the Contractor’s obligations under the Project Agreement, or
- the Contractor reasonably believes that changing the resourcing at the SPV level does not negatively affect the project outcomes targeted by the Transport Agency.

Examples of Contractor changes to its resourcing or SPV solution could include:

- Providing additional human resource / third party support where the expected level of human resource / third party support is insufficient,
- Removing human resource / third party support where the expected level of human resource / third party support is no longer required,
- Insourcing services into the SPV currently expected to be provided by third party contractors, or
- Outsourcing services currently expected to be provided within the SPV to a third party contractor.

The Contractor will consult with the Transport Agency, consistent with the principles above, prior to implementing any significant variation to aspects of SPV’s resource allocation.

1.2 Statement of Principles

Independent SPV

The SPV is intended to be a stand-alone entity with dedicated staff. The SPV will be ‘self-performing’, with the core roles and responsibilities it undertakes performed by staff directly employed or contracted by it (ie, its permanent staff will not be staff seconded from or otherwise provided by the Contractor’s constituent organisations, equity or sub-contractors). This is a deliberate strategy on the part of the SPV to ensure that its staff are fully available and committed to the project and that they do not carry conflicts of interest, loyalty, performance or

obligation between their substantive employer and the Contractor whilst there are investors in the vehicle with a range of investing styles:

- (i) Passive
- (ii) Active
- (iii) Industrial

If the mix of ownership changes, it is possible that another structure delivers investor and Transport Agency outcomes more effectively.

Furthermore, if the innovative 'self-performing' SPV strategy does not work effectively, then investors reserve the right to try an alternative strategy that they believe works more effectively. There is no desire to maintain an SPV resourcing strategy that fails to deliver the project appropriately.

However, the 'self-performing' SPV is intended to be an enduring structure which will form long-term relationships with Transport Agency representatives and will over time develop its own inherent knowledge, processes and culture, including innovations which can be applied to the Project.

Role of the Contractor's Board

The SPV's Board (the "Board") will form a direct employment relationship with the SPV management team:

- ▶ The Board will engage recruitment specialists with the requisite skills and experience to identify potential employees,
- ▶ The Board will retain ultimate responsibility for employee offers and will approve all employment offers before they are made, and
- ▶ The Board will review, on an annual basis, the performance of the SPV Project Director and other members of the SPV management team.

The Board's broader role includes:

- ▶ Together with Transport Agency-appointed senior representatives, being responsible for reviewing and setting the overall strategy for the P2Wk Project, which will be reviewed by the Project Governance Group and which will align with and focus on the Project's Key Outcomes.
- ▶ Together with Transport Agency-appointed senior representatives, managing strategic relationships within the project,
- ▶ Setting the budgets and business plans for the P2Wk Project,
- ▶ Providing full and effective management and oversight of the P2Wk Project and the SPV under the stewardship of the SPV Project Director,
- ▶ Ensuring NX2's health and safety obligations are being met,
- ▶ Promoting ethical and responsible decision making within the team, and
- ▶ Providing guidance and direction to the SPV Project Director.

Employee incentivisation and retention

Several strategies will be implemented to ensure that SPV employees are appropriately incentivized to both perform and to remain with the SPV for the duration of their expected employment:

- ▶ A remuneration structure with performance incentives of up to 30% will be payable to the SPV Technical Director and the SPV Commercial Manager. Performance bonuses will be

linked to both individual performance and the achievement by the SPV of the strategic goals set by the Project Governance Group (as determined by the Board),

- ▶ The SPV Project Director will be encouraged to actively promote ongoing learning and training for SPV employees,
- ▶ The SPV Project Director will be encouraged to provide opportunities for SPV staff to work alongside him, developing skills to allow for a potential transition into the SPV Project Director role,
- ▶ Staff will be made aware of opportunities within the parent companies of NX2's consortium members towards the end of the D&C Phase (when some staff positions will become redundant), and
- ▶ A completion bonus has been budgeted for the D&C Phase SPV Project Director which will be linked to the efficient delivery of Works Completion and the fulfilment of their contract to the Board's satisfaction.

In the event that personnel do leave the SPV, the Board will endeavour to ensure that new employees are brought onboard with employment periods overlapping those that they are replacing. Where this is not possible, the Board will seek the advice of the SPV Project Director and if necessary temporarily second staff from equity investors until the vacant position is filled.

Co-location

The SPV will be co-located with its sub-contractors at all points during the Contract Term:

- The SPV management team will be co-located with the D&C delivery team during construction, initially located in our bid office in Auckland, and as construction ramps up will move into the primary D&C site office in Puhoi, and
- around the Service Commencement Date, it will shift to the AMM Contractor's office in Warkworth.

Role of Independent Chairperson

The SPV will engage an independent chairperson for the duration of the Contract Term, in accordance with the terms set out in the Project Agreement.

The independent chairperson will attend Project Governance Group meetings and provide a high-level, independent point of contact for the Transport Agency.

NX2's chairperson will ensure that Board meetings function smoothly and that directors are acting in the best interests of the project / company. The Contractor's independent chairperson will also be responsible for determining:

- ▶ whether a material conflict of interest exists for a particular director/s,
- ▶ whether the flow of information should be controlled to a conflicted director/s, and
- ▶ whether the conflicted director/s should be recused from the period of a Board meeting where the conflicted issue is discussed.

Relationship Management Group (RMG)

RMG attendees to include:

- ▶ the SPV Project Director,
- ▶ either the SPV Technical Director or SPV Commercial Manager,
- ▶ either the D&C Project Director or AMM Manager (depending on the phase), and
- ▶ the Transport Agency Representative and two other representatives appointed by the Transport Agency. The parties acknowledge that the Transport Agency may nominate a

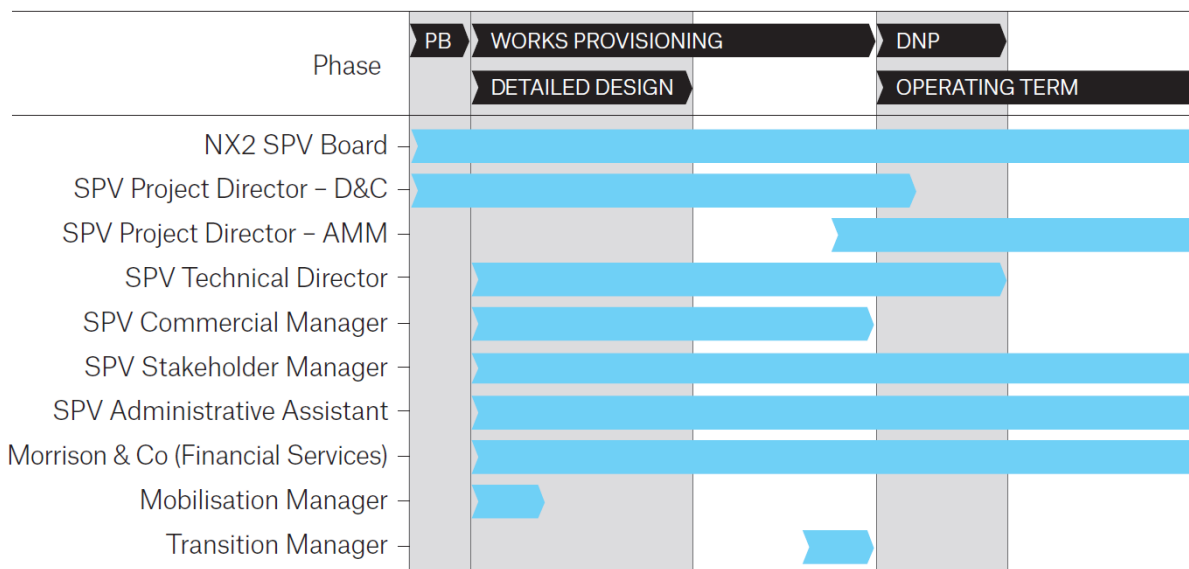
further representative (in addition to those two other representatives nominated under paragraph 1.2(b) of Schedule 7), this third other representative may be interchanged with those two other representatives nominated by the Transport Agency under paragraph 1.2(b) or may attend a Relationship Management Group meeting together with those two other representatives nominated by the Transport Agency under paragraph 1.2(b).

The Independent Reviewer will also be expected to present their report at each Relationship Management Group meeting during the Works Provisioning phase.

The SPV will schedule, attend, minute and distribute action points in relation to these meetings.

Resourcing - general

The roles within the SPV will be adapted to match the different phases of the P2Wk Project as outlined in the diagram below. The SPV will be supported by external consultants during busy periods in Works Provisioning. The SPV will also be supported by seconded experts from consortium members as and when required.



NX2 SPV’s resourcing strategy includes the following features:

- ▶ the Commercial Manager performing the role of Mobilisation Manager during the first year of Works Provisioning, in order to provide support for establishing policies and procedures within the SPV, including auditing processes for the implemented Health & Safety Plan within the SPV,
- ▶ Additional contracted support in the final year of Works Provisioning (collectively or individually providing the functions of SPV Transition Manager), to ensure the SPV Technical Director is adequately supported to manage the Works Completion Tests,
- ▶ Institutional equity provider, Morrison & Co, providing a broad range of specialist financial, accounting and tax services that the SPV required, on a contracted basis,
- ▶ The initial SPV Project Director (contracted as “SPV CEO”) contracted for eighteen months with a contract termination notice of six months. Subsequent SPV Project Directors to be contracted with a minimum termination or notice period of three months.
- ▶ The SPV Project Director during Works Provisioning will be contracted for six months following Service Commencement Date and replaced by an SPV Project Director employed

six months prior to Service Commencement Date (meaning a 12 month overlapping employment period)

- ▶ Following the Service Commencement Date, many of the proposed roles will become less demanding and more part-time in nature, meaning the SPV Project Director for the AMM Services Phase will be a different person to the SPV Project Director during the D&C Phase, with a more commercially focussed skillset.
- ▶ The incoming SPV Project Director will focus on developing a relationship with the AMM Manager and monitoring the mobilisation activities of the AMM Sub-contractor, while the outgoing SPV Project Director will maintain their focus on delivering Works Completion,
- ▶ Provision has been made for a completion bonus for the SPV Project Director. The purpose of this bonus structure is to ensure that Works Completion is efficiently managed and to encourage retention of the incumbent staff member in this key role during the critical transition period between Works Provisioning and the Services period.
- ▶ The SPV Commercial Manager will only be employed until the Service Commencement Date
- ▶ The SPV Technical Director will only be employed until two years following Service Commencement Date

Health and Safety

NX2 SPV will act as a co-ordinating body and PCBU for health and safety matters on the Project. NX2 SPV will implement rigorous health and safety procedures in accordance with industry best practice, and ensure that its sub-contractors have similarly rigorous procedures, to ensure NX2 SPV's obligations under the new Health and Safety at Work Act are met, and the Project is a "zero-harm" workplace.

Moreover, NX2 SPV's sub-contracts with its Major Sub-contractors include:

- ▶ enhanced rights to allow our SPV to monitor and audit our Major Sub-contractors compliance with health and safety policies, and
- ▶ comprehensive procedures to allow our SPV to enforce its statutory rights and take corrective action if the Major Sub-contractors fail to comply with the health and safety policies.

The relevant clauses in the Major Sub-contracts are clauses 17.3 (a) - (b), g (i) and (ii) under the Construction Sub-contract, and clauses 19.6 (a) – (b) under the AMM Sub-contract.

Approach to Partnership with the Transport Agency

The Contractor has committed to be easy to deal with, based on relationship principles of openness, honesty and transparency. The approach to partnership is summarised as follows:

- ▶ **Leadership** – the SPV will lead the delivery and operation of the Project
- ▶ **Active** – we will lead the identification and resolution of project issues
- ▶ **Open dialogue** – our people are good listeners and always willing to talk issues through
- ▶ **Problem solvers** – we will take an outcome-oriented approach to solving all problems on the Project. We will bring you solutions and talk them through
- ▶ **Collaborative** – a successful project in the eyes of the Transport Agency is a successful project to the Contractor
- ▶ **Accountability** – we expect to be judged on the basis of our achievements
- ▶ **Pragmatic** – we understand that points of difference are inevitable and we will focus on equitable resolutions
- ▶ **Integrity** – we have given you our word and we intend to stand by it

- ▶ **Commitment** – the senior people on the bid side of this offer will help deliver the project at the next stage.

Appendix C: Key Personnel CVs / Position Descriptions

Please refer to the CV/ DP documents enclosed following this page.

Pūhoi to Warkworth Motorway PPP

POSITION DESCRIPTION

Asset Management & Maintenance Manager

POSITION DESCRIPTION

POSITION:	Asset Management & Maintenance Manager
DATE:	19 October 2016

PURPOSE

Under a Public-Private Partnership (PPP) with the New Zealand Transport Agency (the Agency), Northern Express Group (NX2) has a concession to, among other things design, construct, finance and later operate and maintain the Puhoi to Warkworth link for a period of 25 years. The NX2 partners are the Accident Compensation Corporation, HRL Morrison & Co Public Infrastructure Partners, Acciona Concesiones S.L and, Fletcher Building Ltd. Acciona Infrastructure Australia Pty Ltd and The Fletcher Construction Company Ltd are the subcontracted D & C partners. Higgins Contractors Ltd and Acciona Concesiones S.L are the subcontracted AMM sub contractors.

The role of the Asset Management & Maintenance Manager (AM&M) is to lead the delivery of all the asset and maintenance services including responsibility for budget management, health and safety, environmental, quality, project/contract resourcing and team leadership and stakeholder relationships.

FUNCTIONAL RELATIONSHIPS

- Clients (NZTA)
- Consultant (s)
- Suppliers
- Key Subcontractors
- Operations Manager
- Depot Managers
- Maintenance crews

SPECIFIC RESPONSIBILITIES

- Ensures everyone on the contract is kept safe
- Acts in a professional and ethical manner with clients, consultants, subordinates and subcontractors
- Ensures that legislative and authority critical issues are communicated quickly and efficiently to the SPV
- Manages the NX2 AMM team to achieve Key Outcomes
- Develop, implement, manage and monitor Services Documentation
- Development and review of the Codes of Maintenance Standards
- Manages the performance regime by driving continuous improvement
- Manages/reviews sub-contractor agreements and performance
- Provides leadership to the Project team, mentor site personal and create positive team dynamic
- Prepares, implements and updates the Forward Works Plan and the Project Operations Plan
- Overall responsibility for health and safety, quality, risk, and environmental outcomes.
- Contract reporting to the SPV
- Responsible for the treatment selections for renewals work and monitoring treatment performance
- Manages compliance with consent conditions and other legal requirements
- Manages the P2Wk Project internal and external QA audit schedules
- Ensures that all matters of health and safety are dealt with swiftly
- Ensures that the Health and Safety Management Plan is fully implemented and regularly reviewed as to its suitability
- Incident management
- Coordination with ATOC

- Ensures compliance with provisions of Health and Safety in Employment Act and subsequent regulations, amendments or codes of practice and guidelines
- Ensures that managers have assessed all risks and hazards that have been identified and actions taken to eliminate, or minimise them
- Ensures all obligations detailed in the Health and Safety Management Plan are met.

GENERAL OBLIGATIONS

- Take all practicable steps to ensure personal safety and the safety of others in the workplace
- Work effectively and collaboratively with others, building and maintaining relationships to achieve work and team related goals
- Ensure protection of the NX2 groups commercial interests at all times and in all circumstances
- At all times act within the law, company policies and rules, and with the highest standards of honesty and integrity
- Support the wider objectives of NX2 groups and uphold its reputation and confidentiality
- Operate within the limits of Delegated Authority
- Such other duties and responsibilities that are from time to time assigned.

HEALTH AND SAFETY RESPONSIBILITIES

- Provide input into the development of Health & Safety plans developed by sub-contractors and monitor and report on their implementation
- Review any updates made to the Construction Health & Safety Plans or the Health and Safety Management Plan
- Prepare and implement health and safety policies for the Project company

EXPERIENCE & SKILLS REQUIRED

- Civil engineering qualification (min NZCE or equivalent)
- Relevant safety qualifications
- STMS Level 2/3 non practicing desirable
- 10+ years' Experience in roading / including asset management on large performance/relationship based maintenance contracts
- Successful track record in leading high performing teams
- Commercially astute including ability to establish and manage commercial teams
- Level One RAMM user, Level 2 desirable
- Passion, integrity, empathy with others.
- Performance management / data analysis / reporting
- Demonstrable experience of building a safety culture across all stakeholders

POSITION DESCRIPTION AUTHORISED BY:

NAME:	
ROLE:	
SIGNATURE:	

DATE:

Curriculum vitae withheld

▶▶▶ SPV Project Director – AMM Services Phase

Reporting Line

- ▶ Reports to the NX2 SPV's Board of Directors

General Role Description

- ▶ Acts as the single point of contact between NX2 SPV and the Transport Agency
- ▶ Manages relationships with the D&C Contractor and the AMM Contractor
- ▶ Oversees NX2 SPV's management team during the AMM Services Phase
- ▶ Overall managerial responsibility for ensuring NX2's compliance with the Project Documents, and
- ▶ Ensures potential project issues are identified and either prevented or quickly resolved.

Area of Responsibility	Responsibilities
General Responsibilities	<ul style="list-style-type: none"> ▶ Act as NX2 SPV's key point of contact with the Transport Agency ▶ Actively manage and maintain collaborative relationships with the Transport Agency, sub-contractors and advisors ▶ Monitor the relationships between the Transport Agency and the Major Sub-contractors and report any issues to the Board ▶ Develop and maintain a detailed understanding of the Project Agreement, the Construction Sub-Contract, the AMM Sub-contract and the Interface Agreement ▶ Oversees the performance of NX2 SPV staff members ▶ Manages the employment and performance of staff, under the direction of the Board ▶ Manage external professionals engaged by NX2 ▶ Receive any correspondence in respect of the Project on behalf of NX2 ▶ Develop procedures for routine communications between the Transport Agency, NX2, the sub-contractors, and debt financiers ▶ Ensure notices and information received under the Project Documents are distributed; adhering to the time limits imposed in the Project Documents ▶ Implement policies and procedures in accordance with the Project Agreement and investor agreements and monitor compliance against those policies ▶ Provide input into the development of plans (the Operative Documents) required under the Project Agreements ▶ Manage project risk management systems, ensuring all risks are identified and appropriately managed ▶ Oversee and manage the Stakeholder management responsibilities for the SPV and represent the SPV in key Stakeholder management activities ▶ Ensure quality assurance, health and safety and environmental performance is achieved as targeted by the Board
Reporting and meetings	<ul style="list-style-type: none"> ▶ Manage the preparation and distribution of Project reports necessary for NX2 to comply with the reporting and compliance requirements of the Project Documents ensuring that NX2 adheres to the timelines set out in the Project Documents

Area of Responsibility	Responsibilities
	<ul style="list-style-type: none"> ▶ Co-ordinate and attend Board meetings, including preparing and disseminating reports to NX2's Board summarizing key project issues ▶ Collate and distribute agenda for Project Governance Group (PGG) and Relationship Management Group (RMG) meetings ▶ Co-ordinate, attend and supervise RMG meetings, including distributing agenda, reports and any other information required by the Transport Agency ▶ Co-ordinate, attend and supervise PGG meetings, including distributing agenda, reports and any other information required by the Transport Agency ▶ Present and seek direction from the PGG on issues that are elevated from the RMG ▶ Prepare and distribute minutes and assigned actions for the PGG and RMG meetings
AMM Services and the AMM Contractor	<ul style="list-style-type: none"> ▶ Receive and review quarterly performance reports from the AMM Contractor ▶ Monitor AMM Contractors performance and compliance with the AMM Sub-contract ▶ Develop and implement procedures for the communication of serious incidents or accidents ▶ Provide input into and review the business continuity plan developed by the AMM Contractor ▶ Attend, supervise and co-ordinate meetings between the Transport Agency and the AMM Contractor to review matters related to the operations of the facilities; minute meetings ▶ Identify and recommend to the Board any requirement to utilise audit or performance reviews of the AMM Contractor under the AMM Sub-contract
Health and Safety Responsibilities	<ul style="list-style-type: none"> ▶ Provide input into the development of Health & Safety plans developed by the AMM Sub-contractor and monitor and report on their implementation ▶ Review any updates made to the Health and Safety Management Plan ▶ Implement health and safety policies for the Project company

Curriculum vitae withheld

Pūhoi to Warkworth Motorway PPP

POSITION DESCRIPTION

Quality & Works Completion Manager

Doc No: 030-P-001-NX2

Contract No: xxxxxxxx

POSITION DESCRIPTION

POSITION:	Quality & Works Completion Manager
REPORTS TO:	Project Director
DATE:	27 September 2016

PURPOSE

The Lead member of the project quality team for ensuring compliance with project systems and procedures including the provision of project deliverables required under the agreement.

FUNCTIONAL RELATIONSHIPS

- The Quality & Works Completion Manager reports to the Project Director and is part of CJV’s Senior Leadership Team (SLT).
- The position has close relationships to the other SLT members. This team provides overall leadership to the project through the active alignment on objectives and principles.
- The position has close relationships with the commercial and accounts departments from the participant organisations.

ACCOUNTABILITIES

The Quality & Works Completion Manager is accountable for the following:

- Develop, implement and manage project systems.
- Ensure project deliverables that are pre-requisites to the achieving of certificates of Practical Completion are complete, accurate and available in a timely manner.

SPECIFIC RESPONSIBILITIES

- Create quality awareness and culture in team.
- Review and approve project specific procedures and forms where required.
- Communicate changes to the Project Execution Manual (PEM) master file to affected project personnel.
- Monitor completeness of quality records for handover to client.
- Establish and implement an internal audit programme with specific focus on Work Packs. Distribute audit reports as appropriate.
- Monitor and analyse quality performance and conformance to standards.
- Ensure that all employees are made aware of the Project Quality Policy (by the most effective means such as prominent display in the project offices and other locations on the site).
- Establish Supplier/Subcontractor quality requirements and include in subcontract documents.
- Establish/plan controls for inspection and testing of construction works, materials and equipment onsite and offsite.
- Identify Client or project hold and witness points and verify their incorporation into relevant CEPs and ITPs.
- Ensure measuring and testing equipment is suitably calibrated and records are maintained.
- Managing control of nonconforming works, materials and equipment.
- Contribute to Project Monthly Report.
- Investigate and identify root causes and implement corrective actions resulting from NCRs and audits.
- Identify and implement preventive actions arising from project reviews and feedback from the Client, company management, site workers etc.
- Set up and maintain ‘lessons learned’ register

- Assist in preparation of the Project Completion Report.
- Manage document control.

COORDINATE AND MANAGE TRAINING FOR THE TEAM.

- ▶ Take all practicable steps to ensure personal safety and the safety of others in the workplace
- ▶ Work effectively and collaboratively with others, building and maintaining relationships to achieve work and team related goals
- ▶ Ensure protection of the company’s commercial interests at all times and in all circumstances
- ▶ At all times act within the law, company policies and rules, and with the highest standards of honesty and integrity
- ▶ Support the wider objectives of the company and uphold it’s reputation and confidentiality
- ▶ Operate within the limits of Delegated Authority
- ▶ Such other duties and responsibilities that are from time to time assigned.

COMPETENCIES

- ▶ Advance level in MS Office especially Excel
- ▶ Excellent in forward planning
- ▶ Excellent communication skills – both verbal and written
- ▶ Accuracy and attention to detail
- ▶ Be able to manage time well and prioritise work
- ▶ Excellent skills at developing effective working relationship with others
- ▶ In depth knowledge and understanding of procurement

LIMITS OF AUTHORITY

- ▶ As per Project Authority Matrix.

EXPERIENCE & SKILLS REQUIRED

- ▶ Civil engineering qualification (min NZCE or equivalent)
- ▶ 10+ years’ Experience in roading / civil projects
- ▶ Successful track record in leading high performing teams
- ▶ Commercially astute including ability to establish and manage commercial teams
- ▶ Passion, integrity, empathy with others.
- ▶ Quality management experience
- ▶ Demonstrable experience of building a quality culture across all stakeholders

POSITION DESCRIPTION AUTHORISED BY:

NAME:	[REDACTED]
ROLE:	Project Director
SIGNATURE:	
DATE:	