

McCrae Landslide Board of Inquiry - additional RFI

From: Tom Haines-Sutherland <tom.haines-sutherland@mornpen.vic.gov.au>
To: Andrew Youngman <andrew.youngman@downergroup.com>
Bcc: Ankush Chauhan <ankush.chauhan@minterellison.com>
Date: Mon, 14 Apr 2025 12:03:00 +1000

Attn: Andrew Youngman Andrew.Youngman@downergroup.com

Dear Mr Youngman

We refer to the Safer Local Roads Contract No 1218 (**SLRC**), and the continuing obligations of Downer EDI Works Pty Ltd (ACN 008 709 608) under the SLRC.

On 18 March 2025, the Governor in Council, on the recommendation of the Premier of Victoria under section 53(1) of the *Inquiries Act 2014* (**Act**), announced a Board of Inquiry into the McCrae landslide (**Board**).

The Governor in Council has appointed Renée Enbom KC to constitute the Board and inquire into, report on, and make any recommendations considered appropriate in relation to the Board's [terms of reference](#).

Under the Act, the Board can require production of documents.

We write to you to refer a request the Board has made, to require production of documents. The Board is seeking:

- 12. In the Between Landslides Period (1 November 2022 to 14 January 2025), for each of Penny Lane, Margaret Street, View Point Road, Prospect Hill Road, Coburn Avenue, Charlesworth Street and the Eyrie, in McCrae, please provide a table which includes:**
 - 12.1 a description of any:**
 - (a) roadworks performed to repair pot holes or other sunken parts of the road or footpath; and**
 - (b) stormwater works performed to address any drainage issues;**
 - 12.2 the location of the works;**
 - 12.3 the date those works were performed; and**
 - 12.4 any photographs depicting the location before and after the works were performed.**

The Board requires this information by no later than **5pm Tuesday 15 April 2025**. We understand this is an expedited timeframe and thank you for your co-operation in assisting the Board.

Please treat this request as a formal request under Clause 23 of the SLRC – which, for ease of reference, provides that Downer must report in writing to the Service Management Team on any aspect of the Services when requested to do so.

We would otherwise highlight the following clauses of the SLRC for your consideration in fulfilling this request:

Part 1 Clause 1.2

The parties agree to co-operate at all times to give effect to the Contract.

Part 4 Clause 29 – Compliance with Law and award obligations

29.1 the Contractor must comply, and must ensure its Agents comply, with all Laws applicable to the Services and the Contract.

Part 12 – Clause 64.1 - Continuing obligations

Any provision of the Contract which is expressed to survive the termination of the Contract or which, although not expressed, needs to survive the termination of the Contract to protect the presumed intentions of the parties as evidenced by the Contract, continues until the first to occur of:

1. Full compliance with the relevant obligation
2. 7 years from the date of termination of the contract

Part 17 Clause 77 - Notices

77.1 A notice required or permitted to be given by one party to another under this Contract must be legible and in writing and must be addressed to the recipient party at the address given in Schedule 1 (Contract Details) or at any other contact address more recently provided.

If you will have any difficulty in providing this information to me by return email, please identify this difficulty by return email and before tomorrow's deadline.

Thank you for your co-operation



TOM HAINES-SUTHERLAND (he/him) | **Manager - Infrastructure Services**

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Personal Information

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