

SCHEDULE B1. – CSM CONTRACTOR'S DESIGN CERTIFICATE – DESIGN STAGES 1 & 2

(Clause 9.6(a))

To: The Principal's Representative

From: [Insert name of CSM Contractor] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clause 9.6(a) of the CSM Contract, the CSM Contractor certifies that the attached Design Documentation complies with all requirements of the CSM Contract, including the SWTC.

Signed for and on behalf of the CSM Contractor by:

| | |
|------------|--|
| Signature: | |
| Name: | |
| Position: | |
| Date: | |

**SCHEDULE B2. – CSM CONTRACTOR AND SUBCONTRACTOR DESIGN CERTIFICATE –
DESIGN STAGE 3**

(Clause 9.6(b))

To: The Principal's Representative

From: [Insert name of CSM Contractor] (ABN [])

[Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

This section to be completed by CSM Contractor:

In accordance with the terms of clause 9.6(b)(i) of the CSM Contract, the CSM Contractor certifies that the attached Design Documentation:

- (a) complies with all requirements of the CSM Contract, including the SWTC; and
- (b) is suitable for construction.

Signed for and on behalf of the CSM Contractor by:

| | |
|------------|--|
| Signature: | |
| Name: | |
| Position: | |
| Date: | |

This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:

In accordance with the terms of clause 9.6(b)(ii) of the CSM Contract, the Subcontractor certifies that the attached Design Documentation complies with all requirements of the CSM Contract, including the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

| | |
|------------|--|
| Signature: | |
| Name: | |
| Position: | |
| Date: | |



SCHEDULE B3. – CSM CONTRACTOR'S CERTIFICATE OF COMPLETION

(Clauses 16.4(a) and (b))

[The Principal's Representative / The Independent Certifier]

From: [] (ABN []) (**CSM Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clause [16.4(a)]/[16.4(b)] of the CSM Contract, we hereby certify that Completion of Portion [] has been achieved by the CSM Contractor on [] in accordance with the terms of the CSM Contract.

.....

Signed for and on behalf of ·
[insert name of the CSM Contractor]

SCHEDULE B4. – CSM CONTRACTOR'S CERTIFICATE – CONSTRUCTION COMPLETION

(Clauses 1.1 and 16.2(e))

To: [The Principal's Representative / The Independent Certifier]

From: [] (ABN []) (**CSM Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 16.2(e) of the CSM Contract, we hereby certify that Construction Completion of Portion [] has been achieved by the CSM Contractor on [] in accordance with the terms of the CSM Contract.

.....

Signed for and on behalf of
[insert name of the CSM Contractor]

5A Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:

.....
.....
.....
.....

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
 - i) have been paid all remuneration and benefits due and payable to them by; or
 - ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and

(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

| | |
|----------------|-----|
| Subcontractor: | Due |
| amount unpaid: | |
| | |

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this

declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on
.....
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

[*strike out the text that does not apply]

1. *I saw the face of the declarant.
OR
*I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.
OR
*I confirmed the declarant's identity using the following identification document:

Identification document relied on
(may be original or certified copy)

Signature of person before whom the declaration is made

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

** The declaration must be made before one of the following persons:*

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;*
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
- (iii) a notary public.*

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or*
- (ii) any person having authority to administer an oath in that place.*

ANNEXURE A

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Head contractor: [*business name of head contractor*]

ABN: [*ABN*]

* 1. has entered into a contract with:[*business name of subcontractor*]

ABN: [*ABN*]

Contract number/identifier: [*contract number/identifier*]

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [*date*].

I, [*full name*], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature:

Date:

Full name:

Position/Title:

Attachment

Schedule of subcontractors paid all amounts due and payable

| Subcontractor | ABN | Contract number / identifier | Date of works (period) | Date of payment claim (head contractor claim) |
|----------------------|------------|-------------------------------------|-------------------------------|--|
| | | | | |
| | | | | |
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Schedule of subcontractors for which an amount is in dispute and has not been paid

| Subcontractor | ABN | Contract number / identifier | Date of works (period) | Date of payment claim (head contractor claim) |
|----------------------|------------|-------------------------------------|-------------------------------|--|
| | | | | |
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ANNEXURE B

Subcontractor's Statement

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:.....
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature

Full name.....

Position/Title

Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the **subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

SCHEDULE B6. – PROPERTY OWNER'S CERTIFICATE

(Clauses 1.1 and 7.4(c)(ii))

THIS DEED POLL is made the _____ day of _____ 20

To: **Transport for NSW** (ABN 18 804 239 602) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

By: [Insert]

Property Address: [Insert]

1. [I/We] confirm that the following works has been carried out and completed on my/our property to [my/our] satisfaction:

[Insert description of works on property and property]
2. [I/We] confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. [I/We] release the Principal from all claims and actions which [I/we] may have arising out of or in connection with the works referred to in paragraph 1.
4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

EXECUTED as a deed poll.

[Note: Correct execution block to be inserted prior to execution.]

Executed by [insert name] ABN [insert ABN] by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

EXECUTED by **[NAME OF PARTY]**:

Signature of director

Signature of director/secretary

Name

Name



SCHEDULE B7. – FORM OF CONFIDENTIALITY UNDERTAKING

(Clauses 1.1, 11.7(c)(iii) and 22.11(c)(i))

To: [Insert]

We [Insert name and ABN] of [Insert] the engaged [Designer/Supplier/Contractor/Subcontractor] body, undertake to treat as confidential all information received/generated from Transport for NSW (ABN 18 804 239 602) (**Principal**) in respect of work performed by the Principal.

The Designer/Supplier/Contractor/Subcontractor hereby undertakes:

- (a) to disclose information to its employees only on a need-to-know basis;
- (b) not to disclose information to any other person without first obtaining the written consent of the Principal; and
- (c) to ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the [Designer/Supplier/Contractor/Subcontractor], its employees or agents) or which was already known to the [Designer/Supplier/Contractor/Subcontractor].

Any breach of this undertaking by the [Designer/Supplier/Contractor/Subcontractor]'s employee or agent will constitute a breach of this undertaking by the [Designer/Supplier/Contractor/Subcontractor] and at the direction of the Principal the [Designer/Supplier/Contractor/Subcontractor] must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The [Designer/Supplier/Contractor/Subcontractor] undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The [Designer/Supplier/Contractor/Subcontractor] also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.

This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated: *[Insert]*

EXECUTED by **[NAME OF PARTY]**:

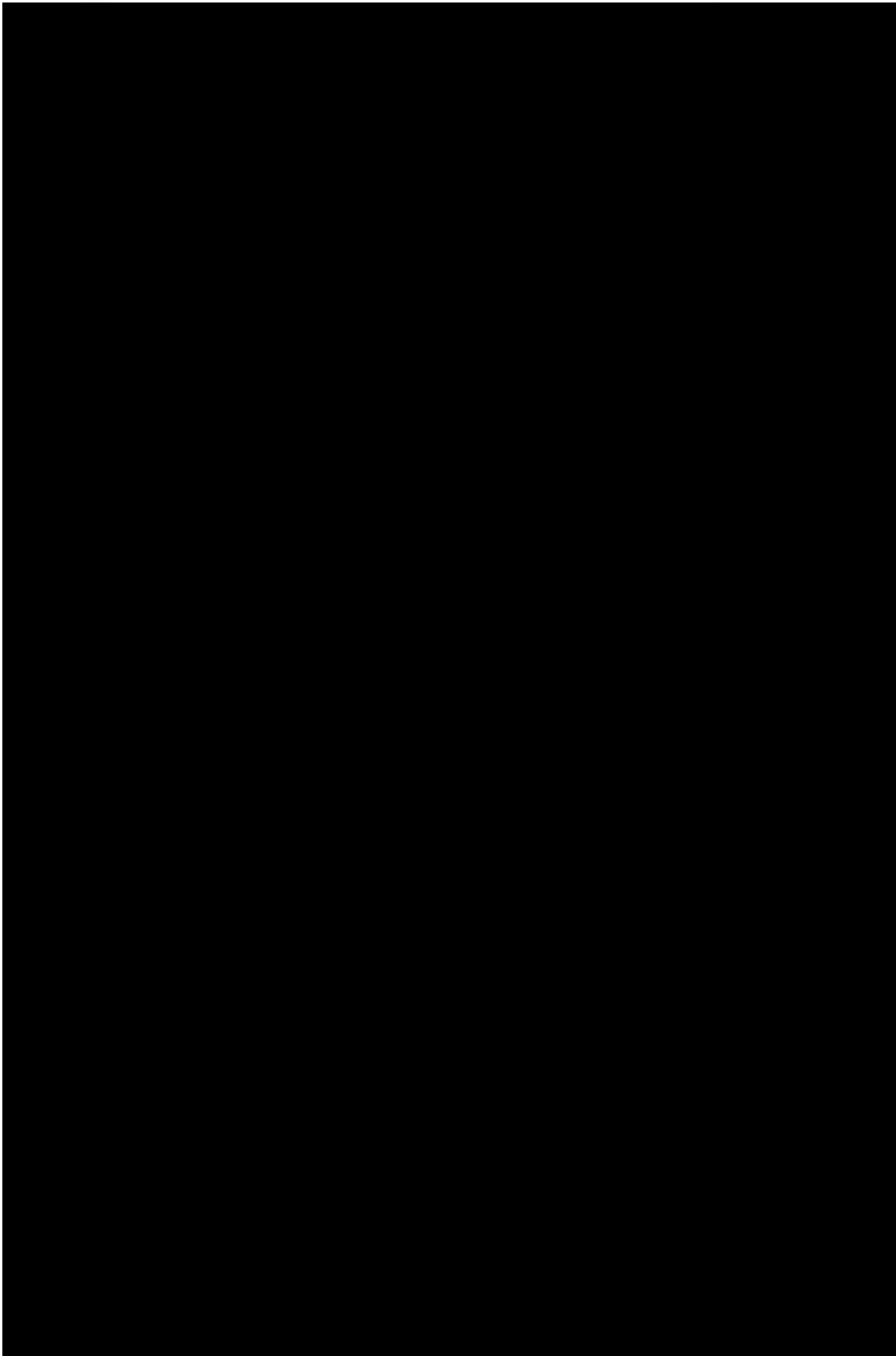
Signature of director

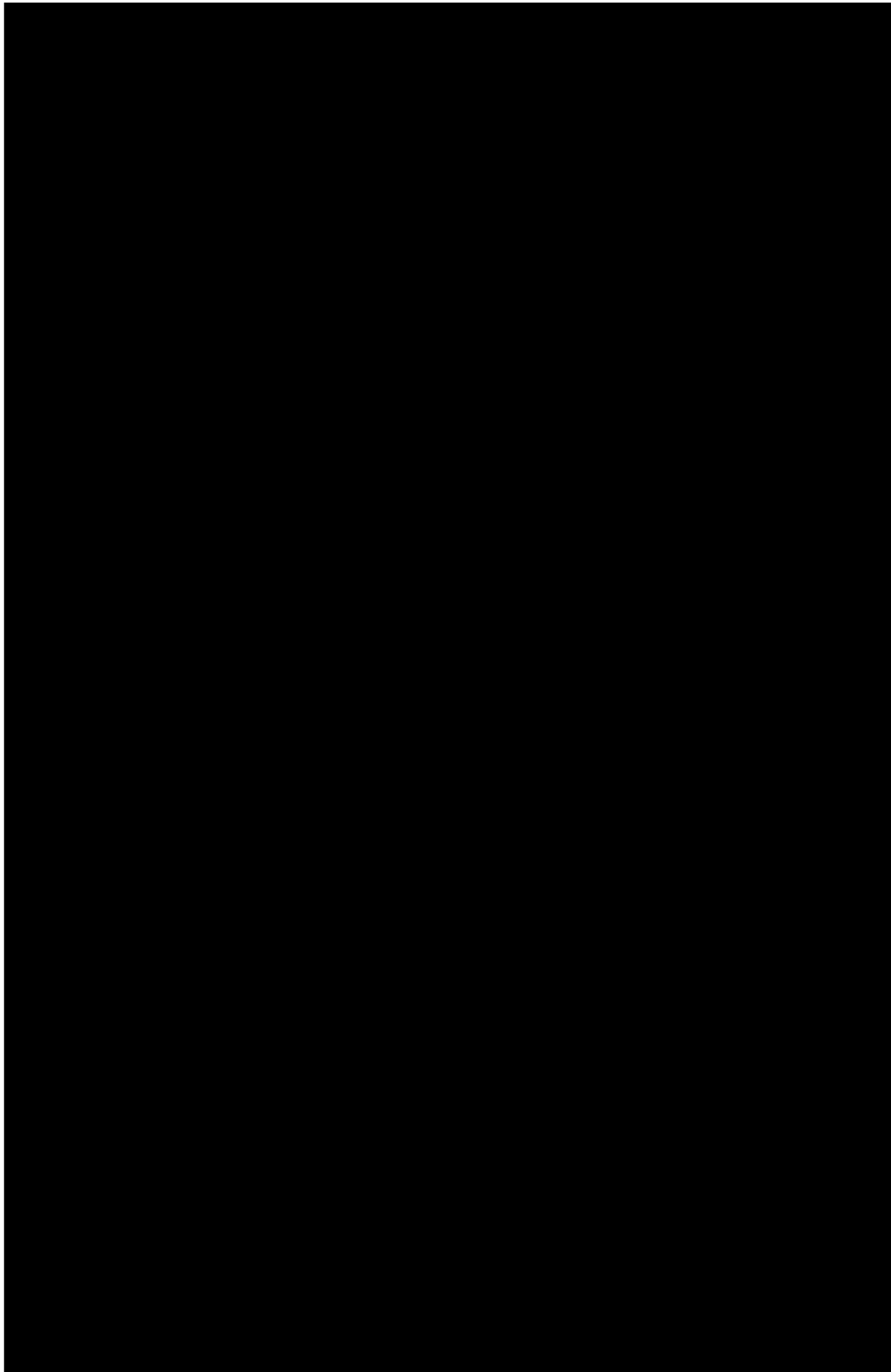
Signature of director/secretary

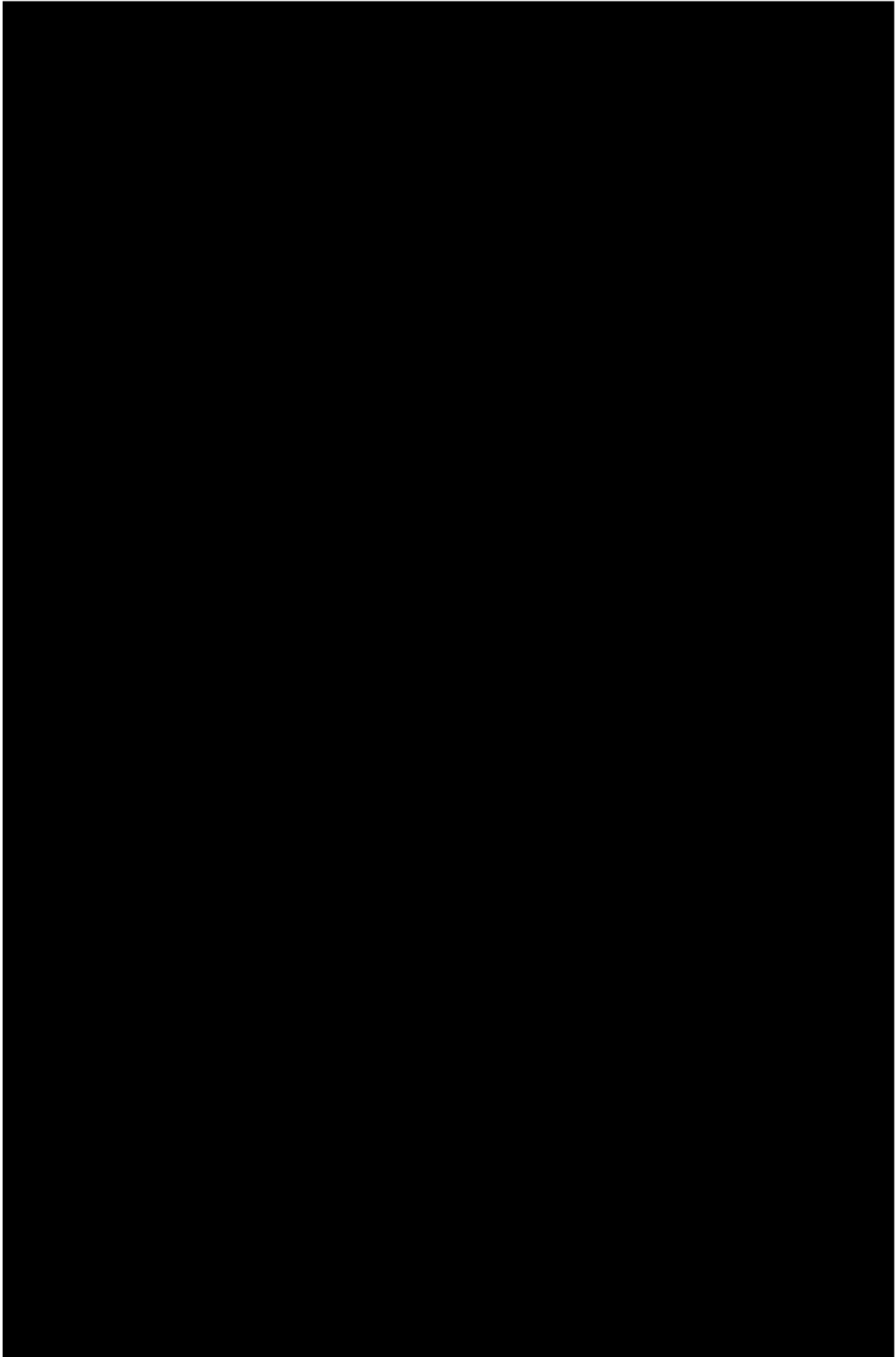
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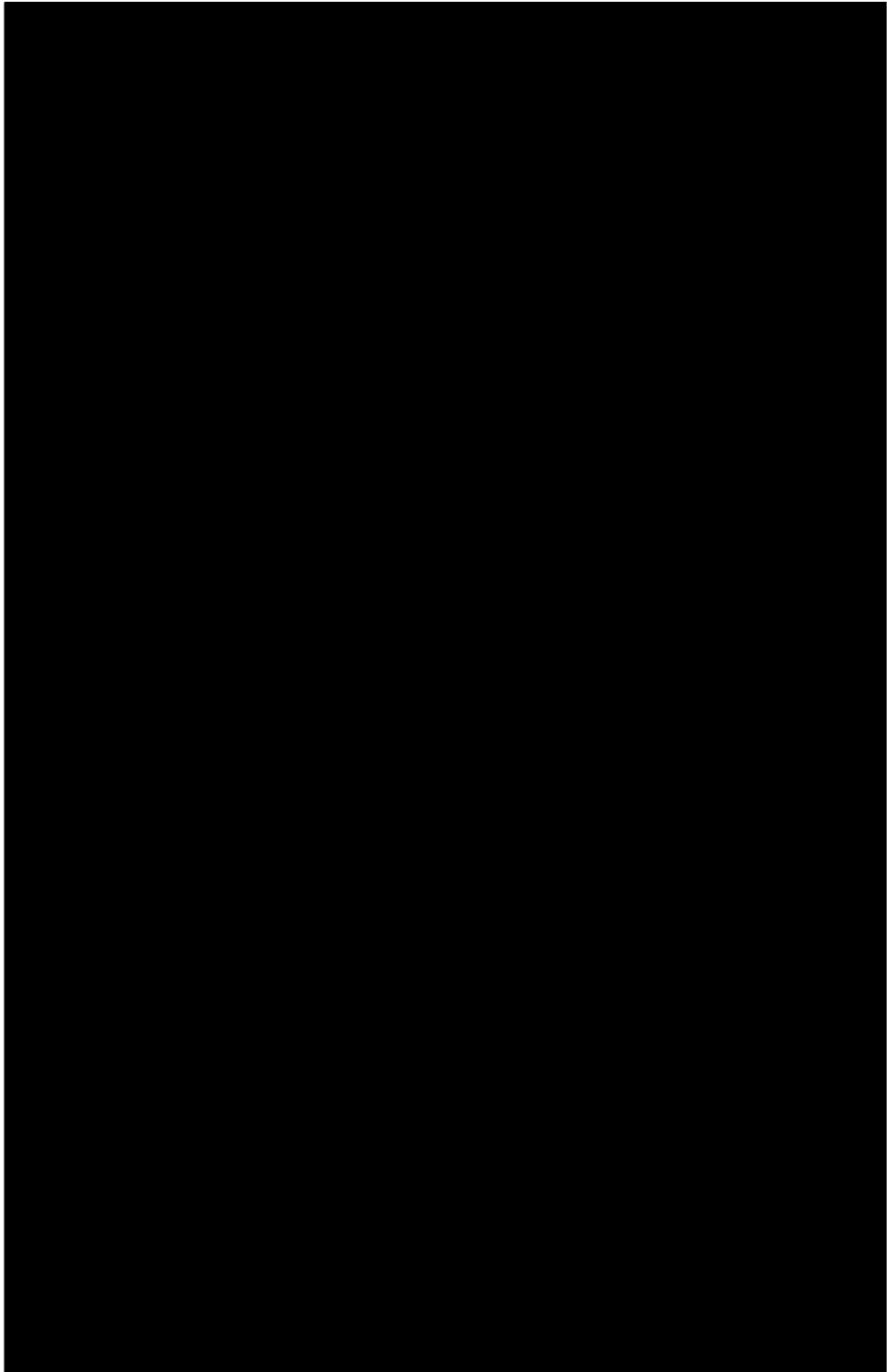
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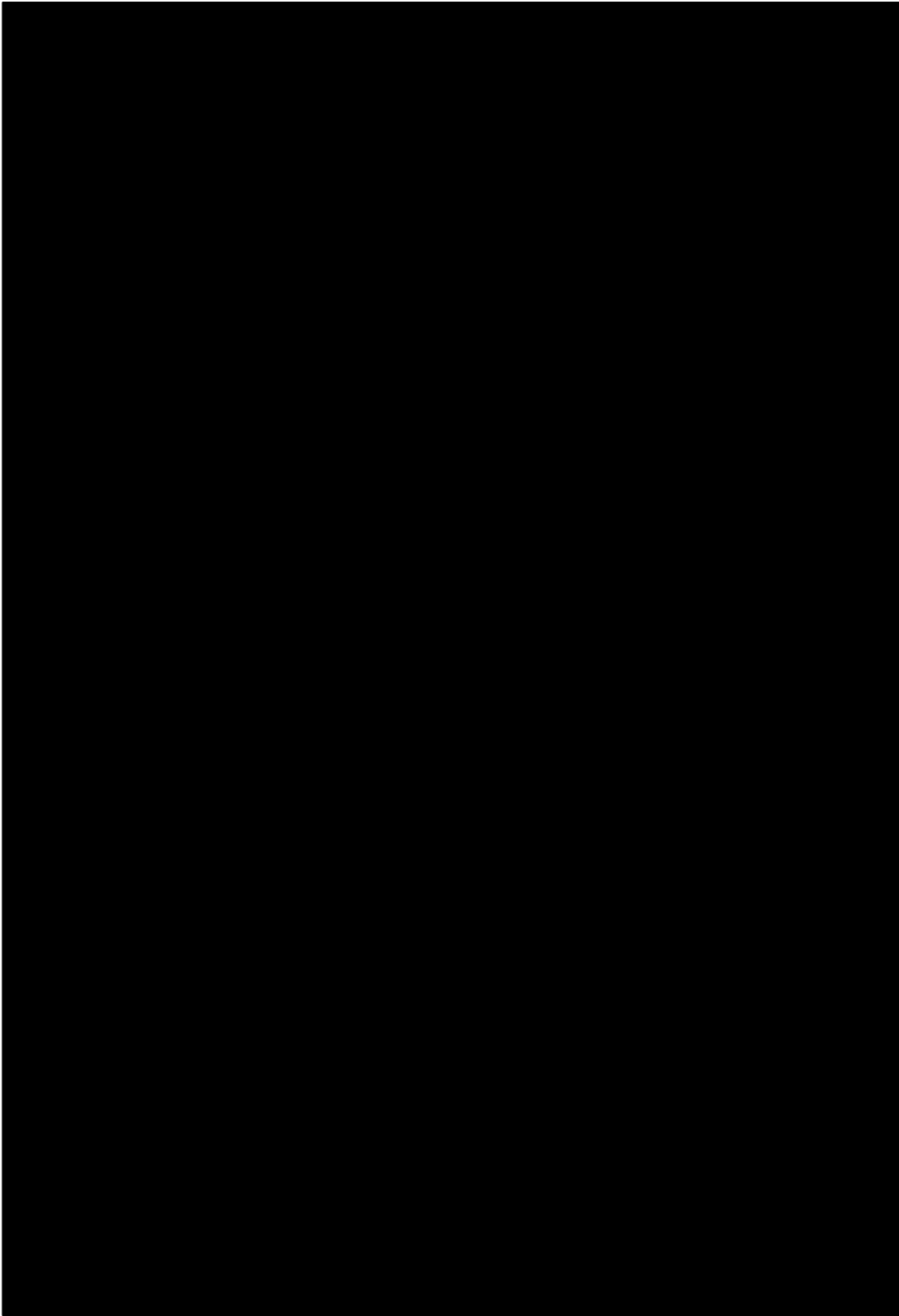


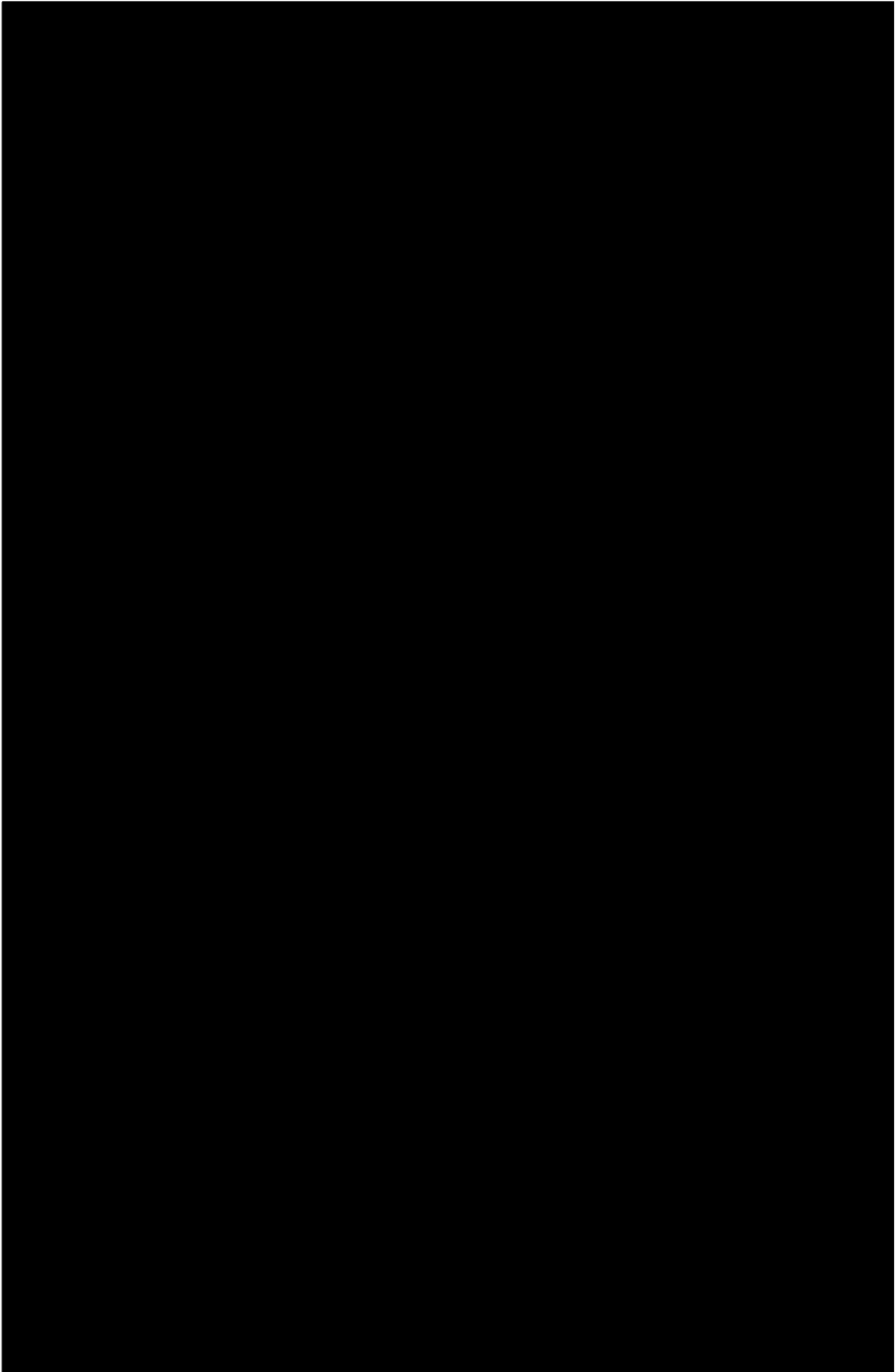


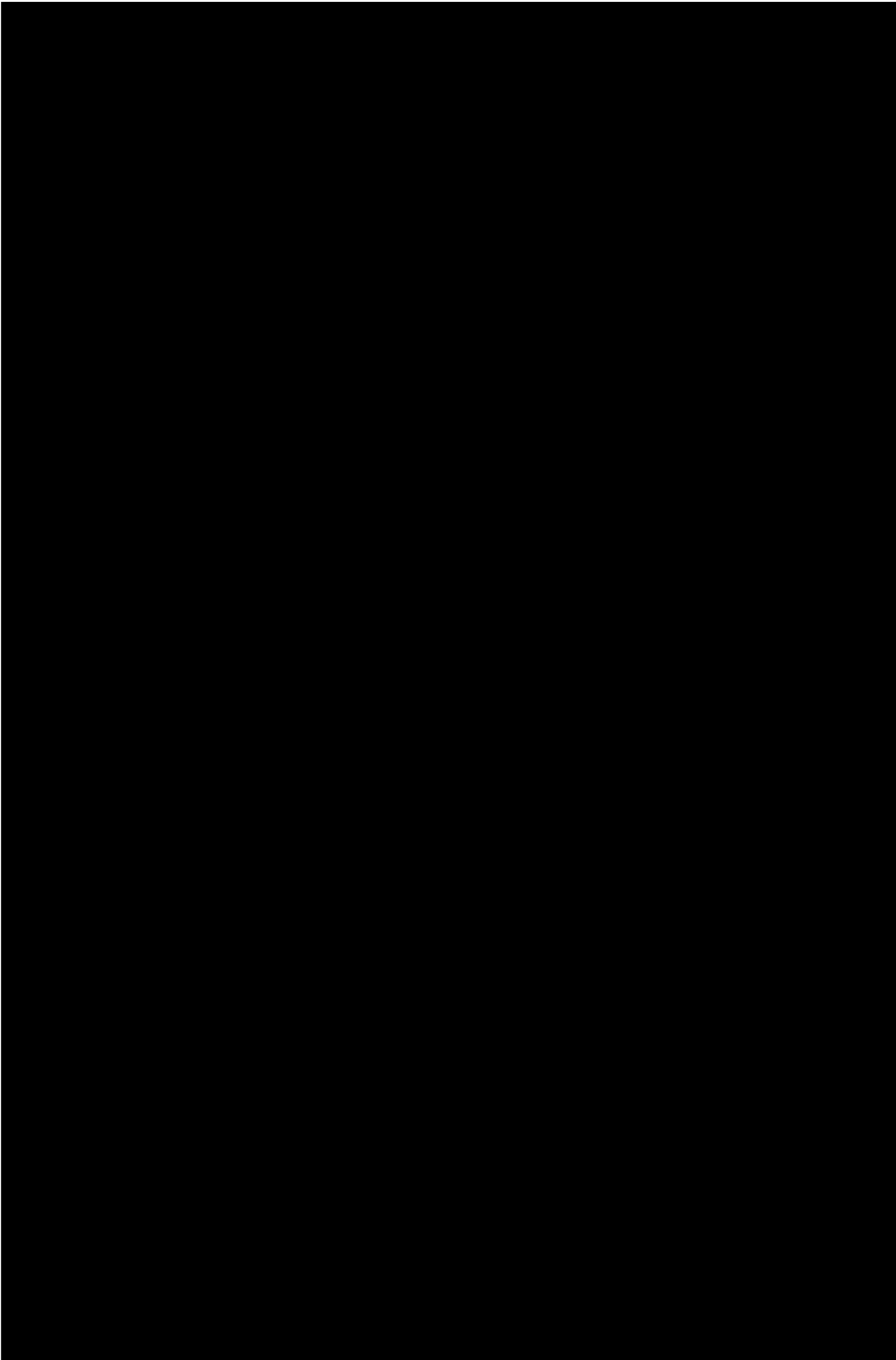


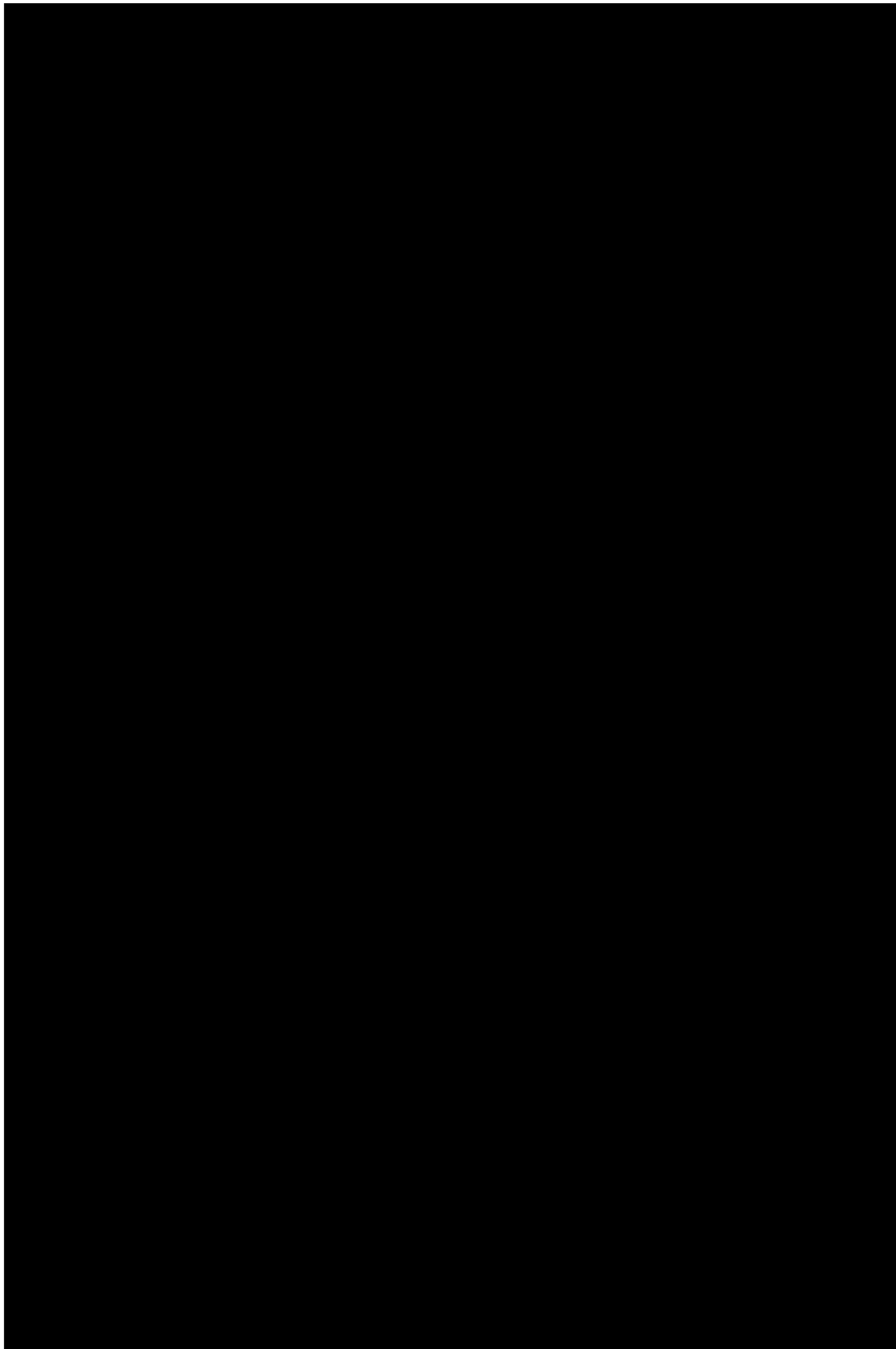


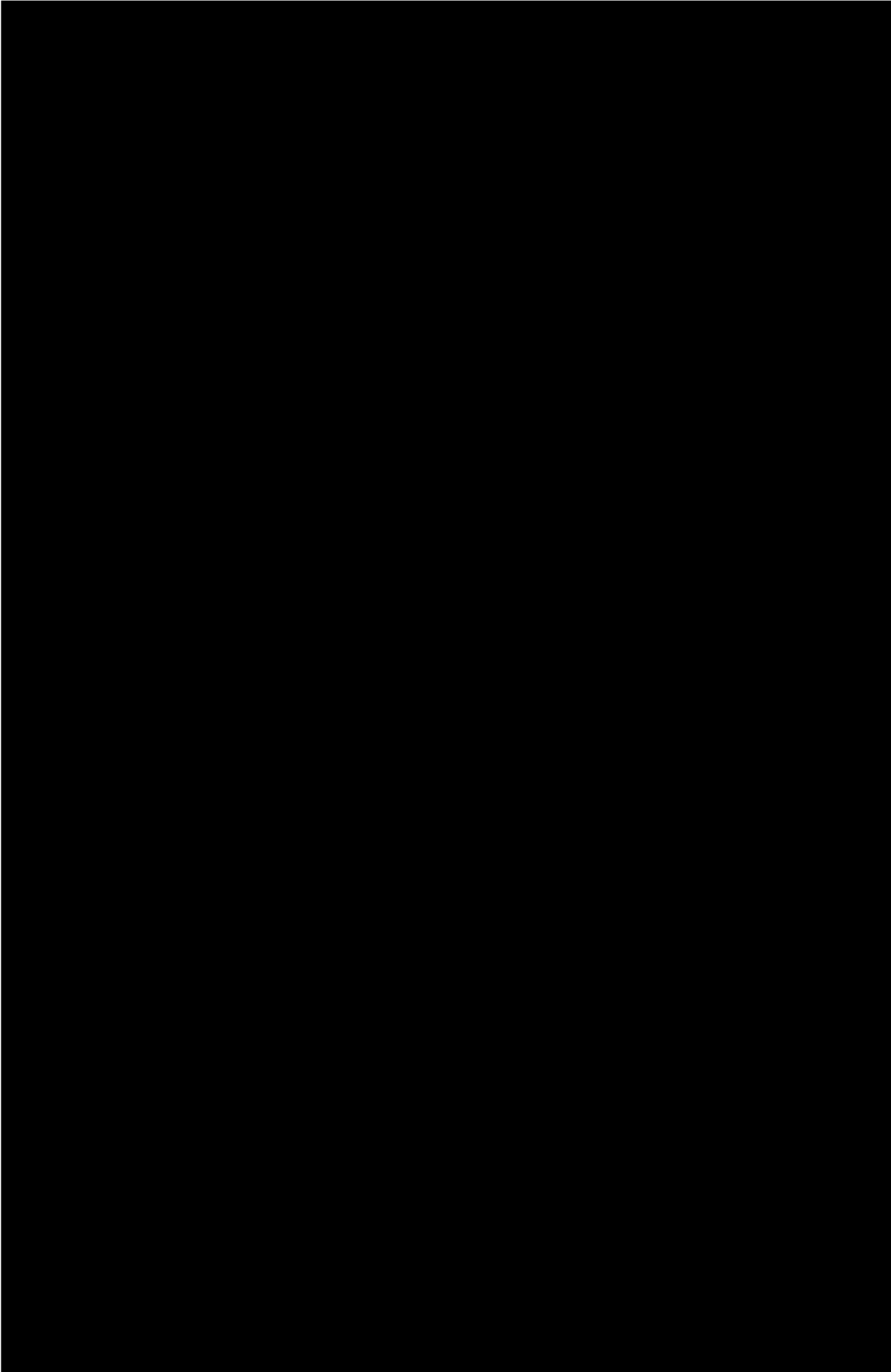


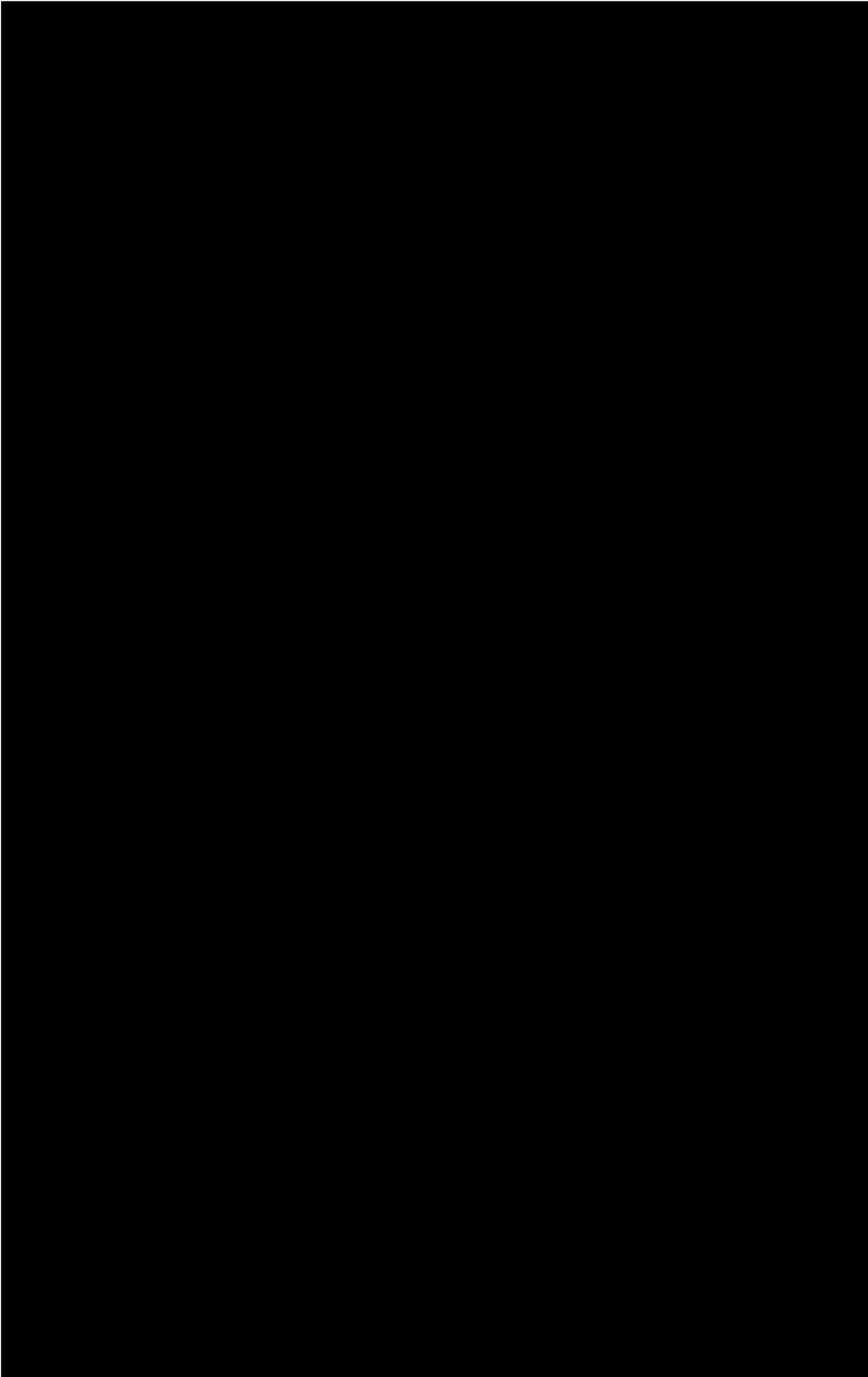


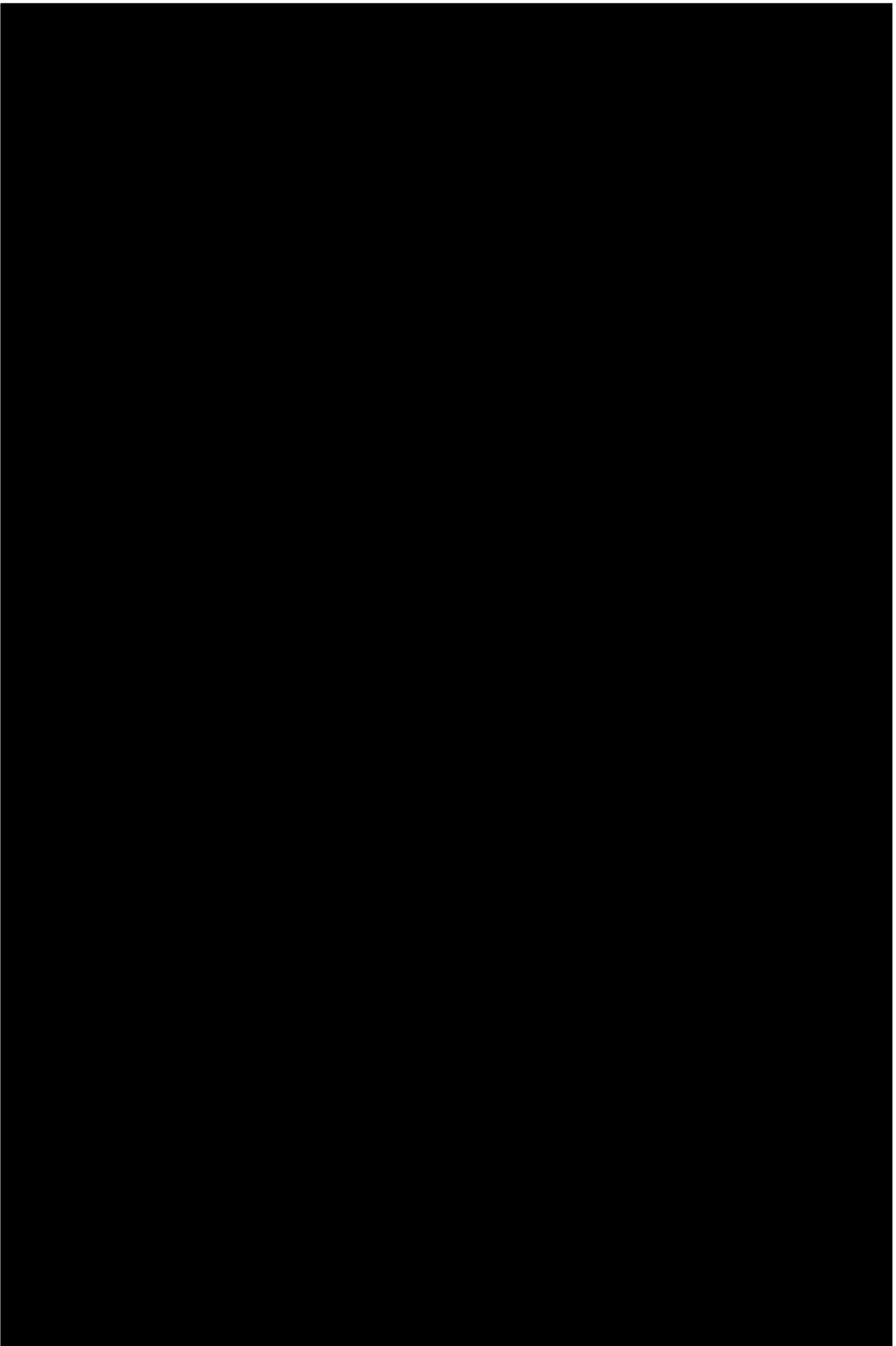


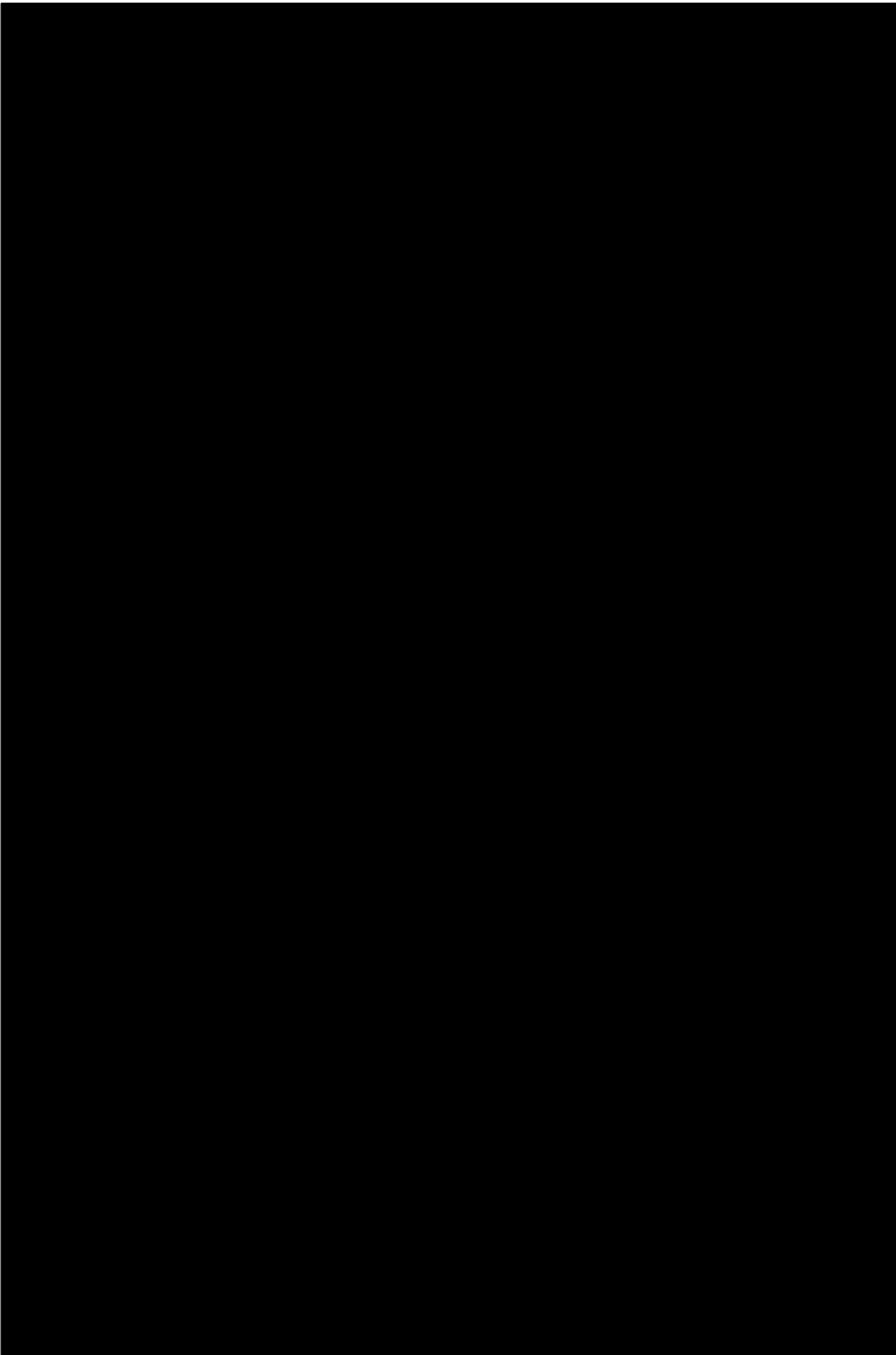


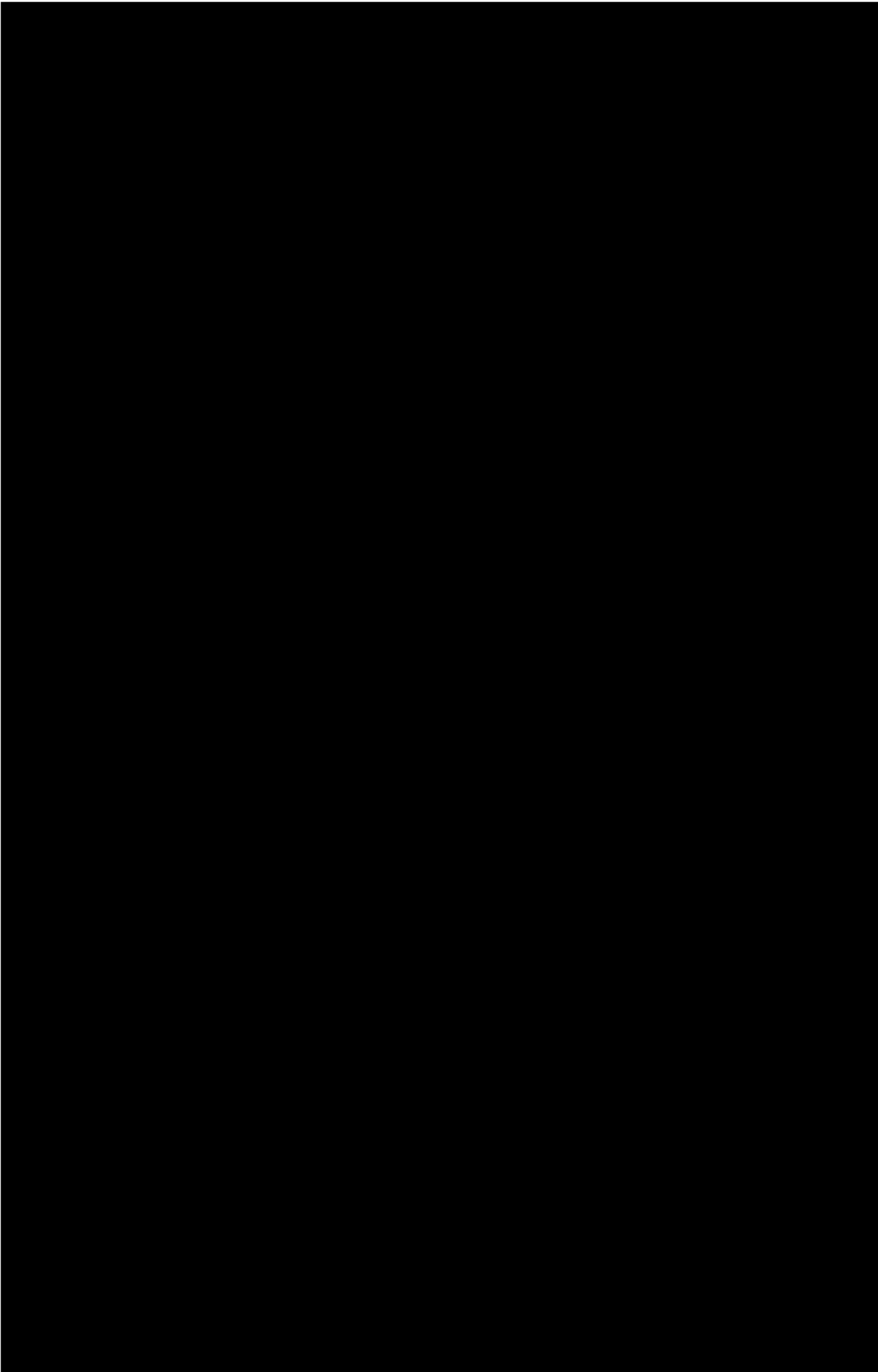


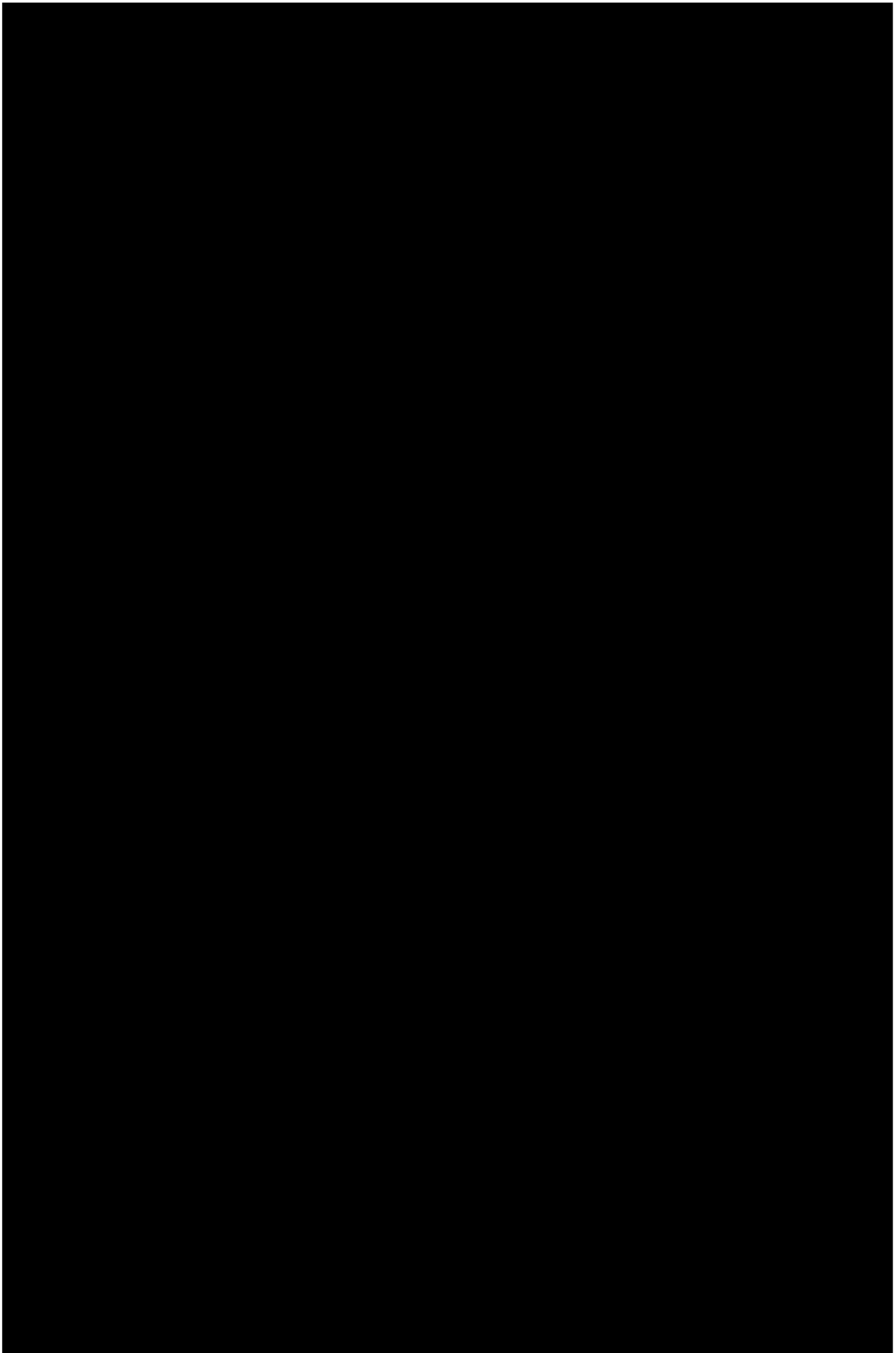


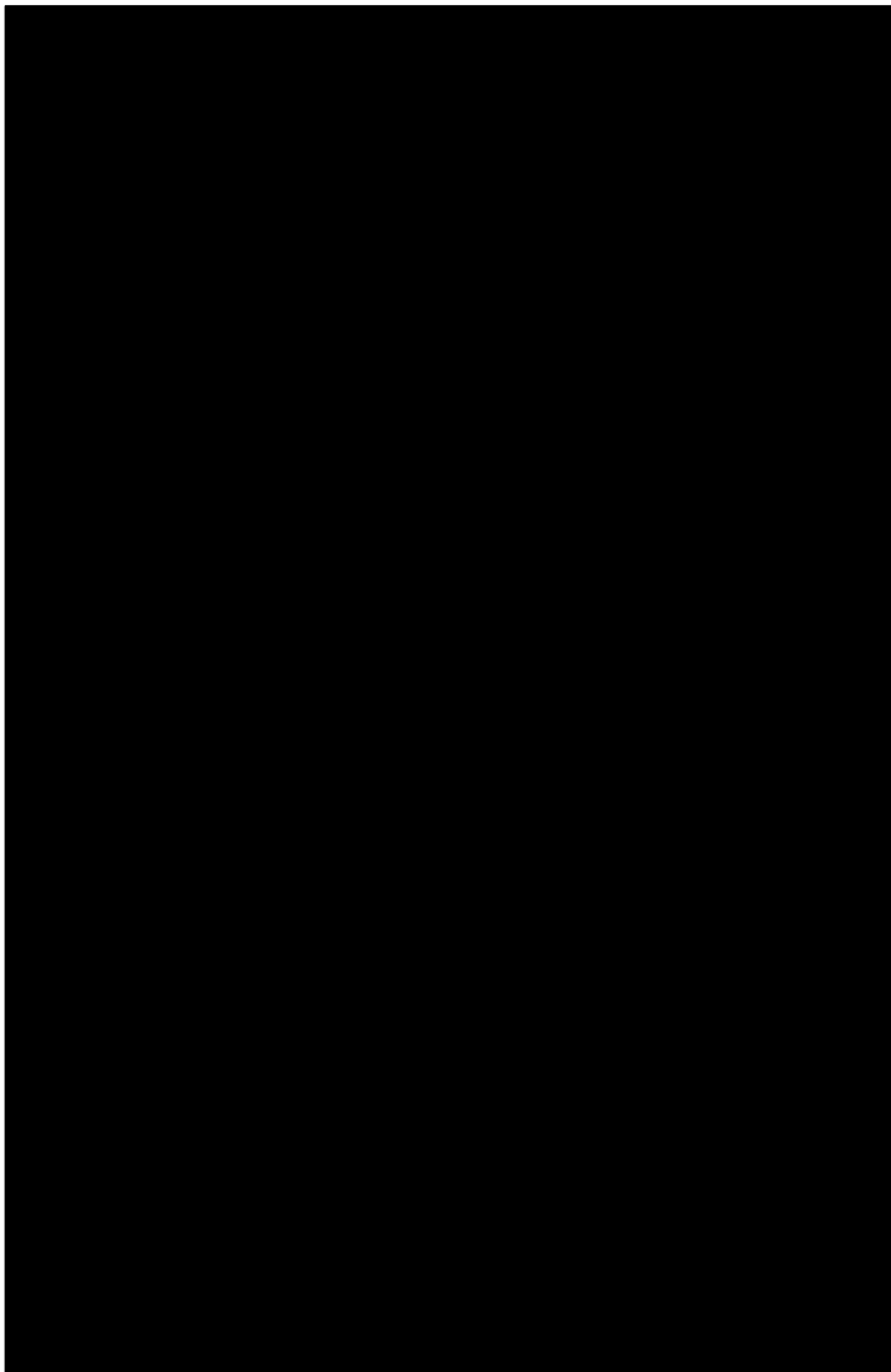


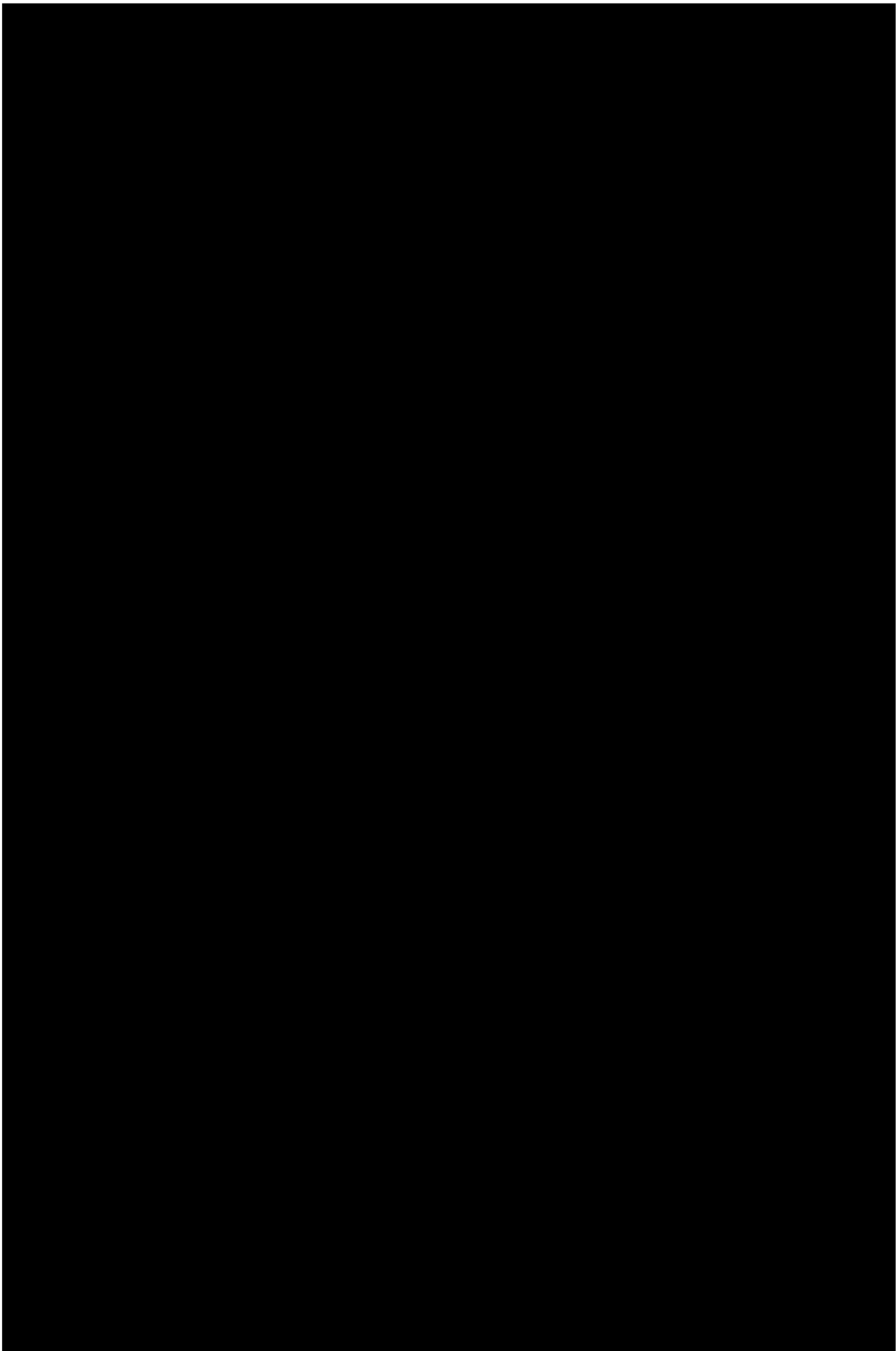


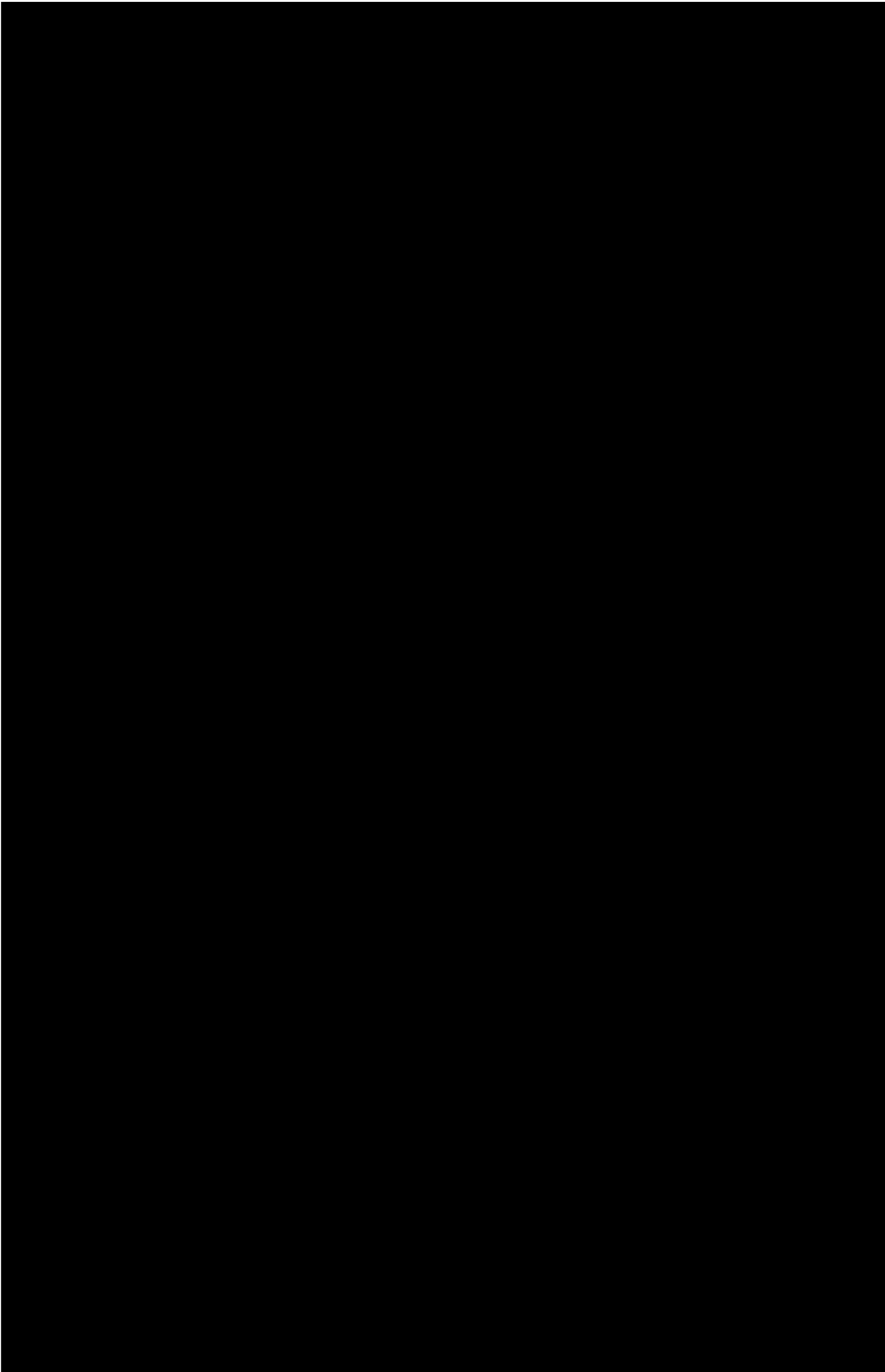


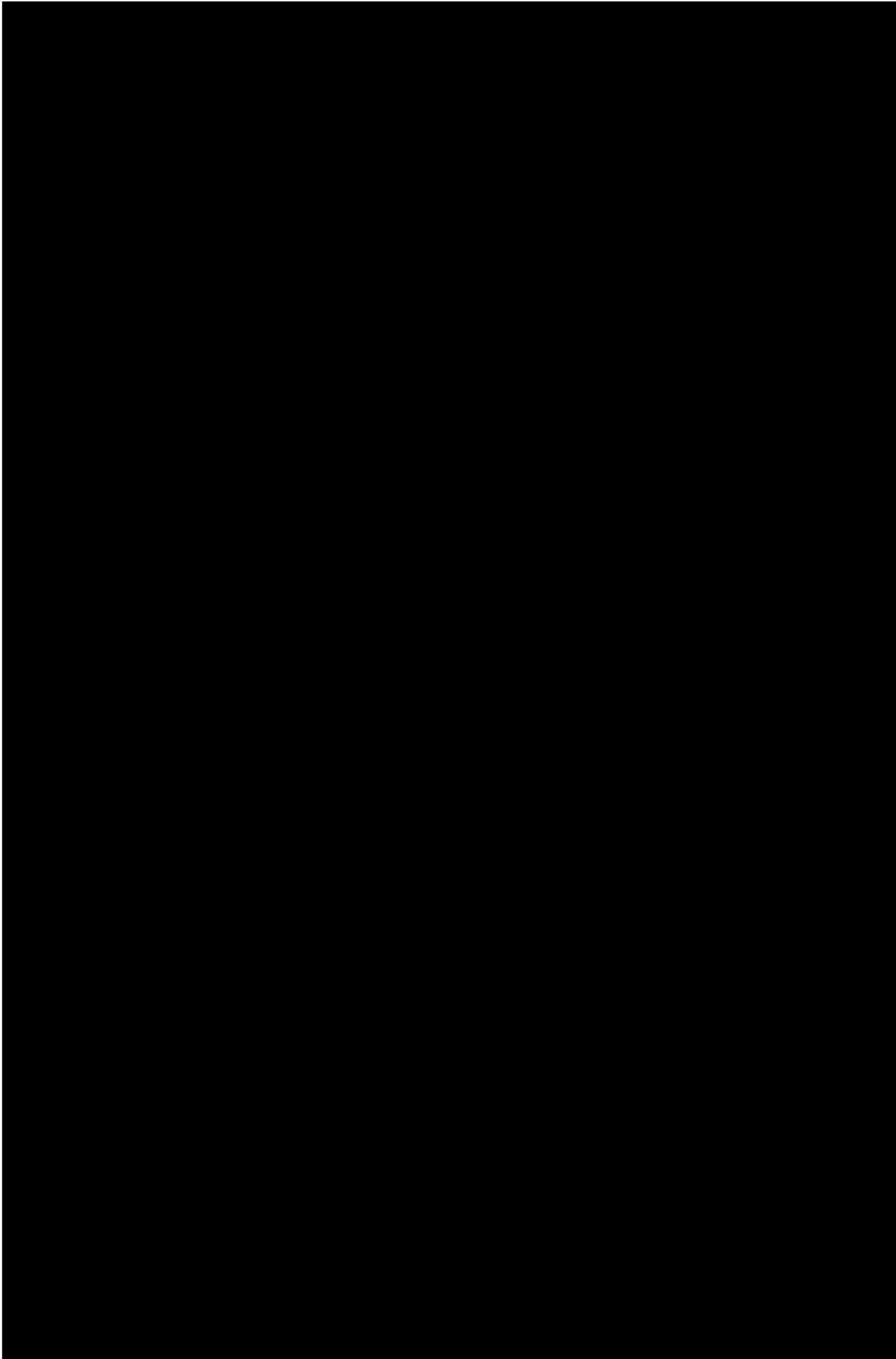


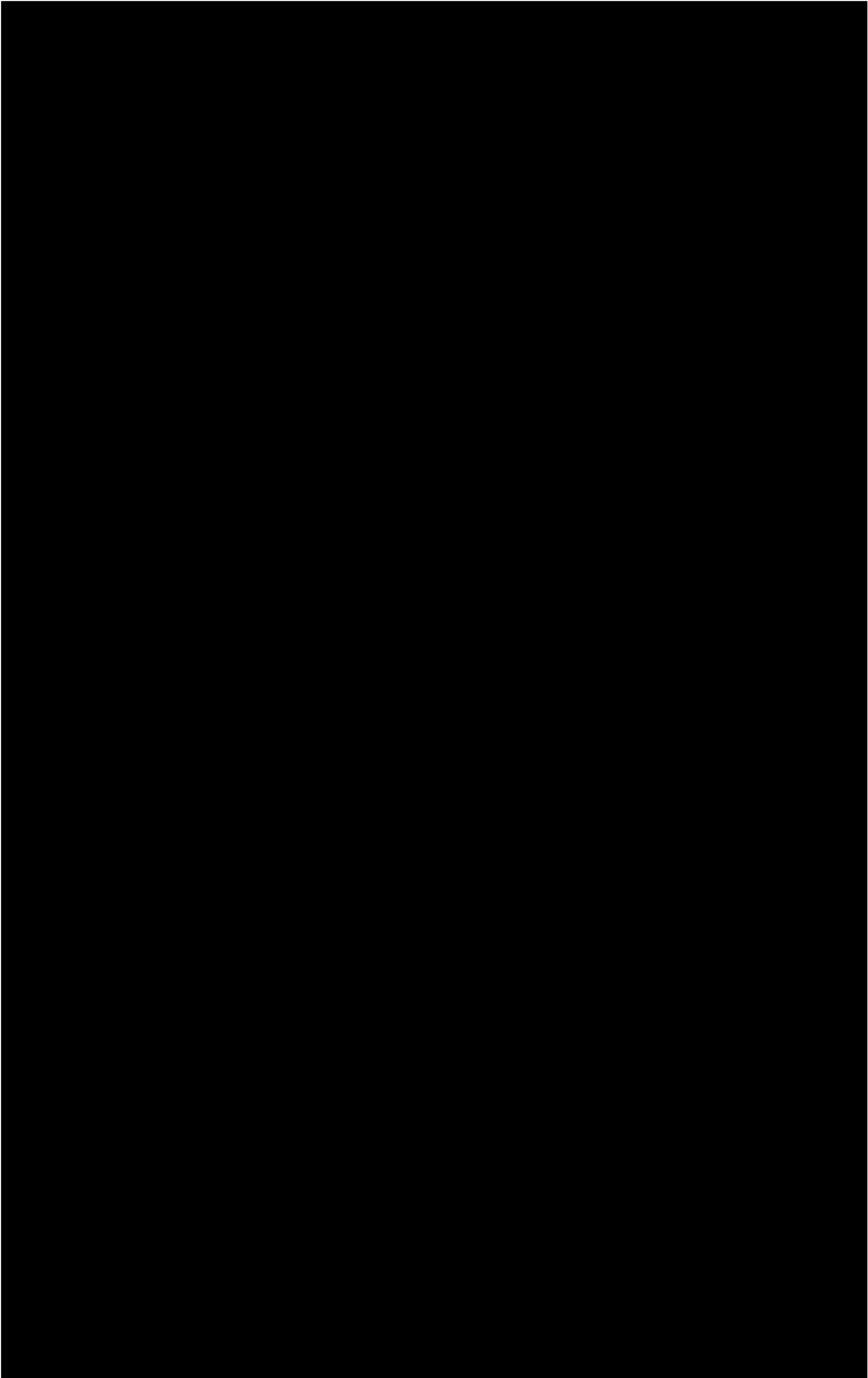


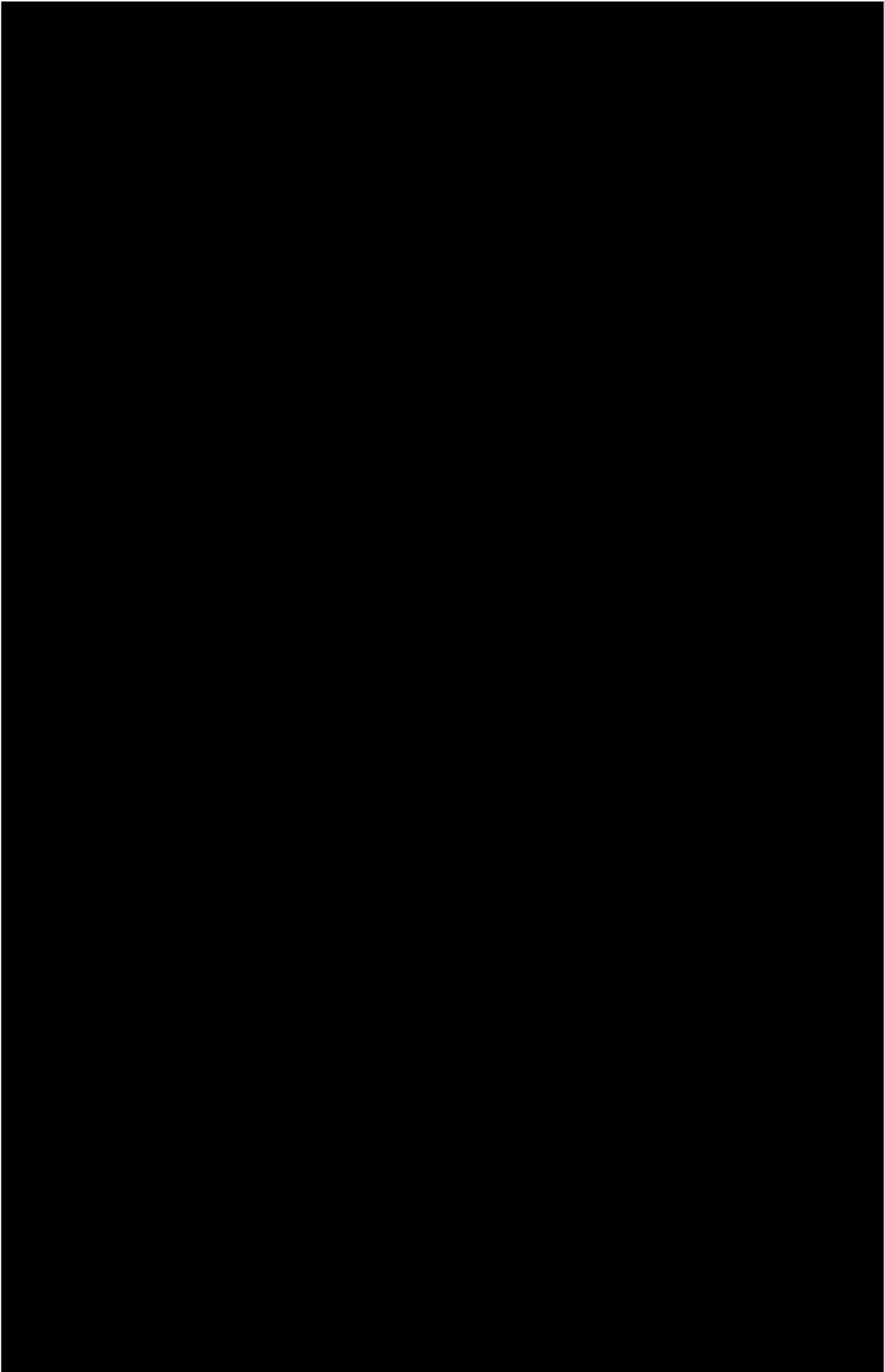


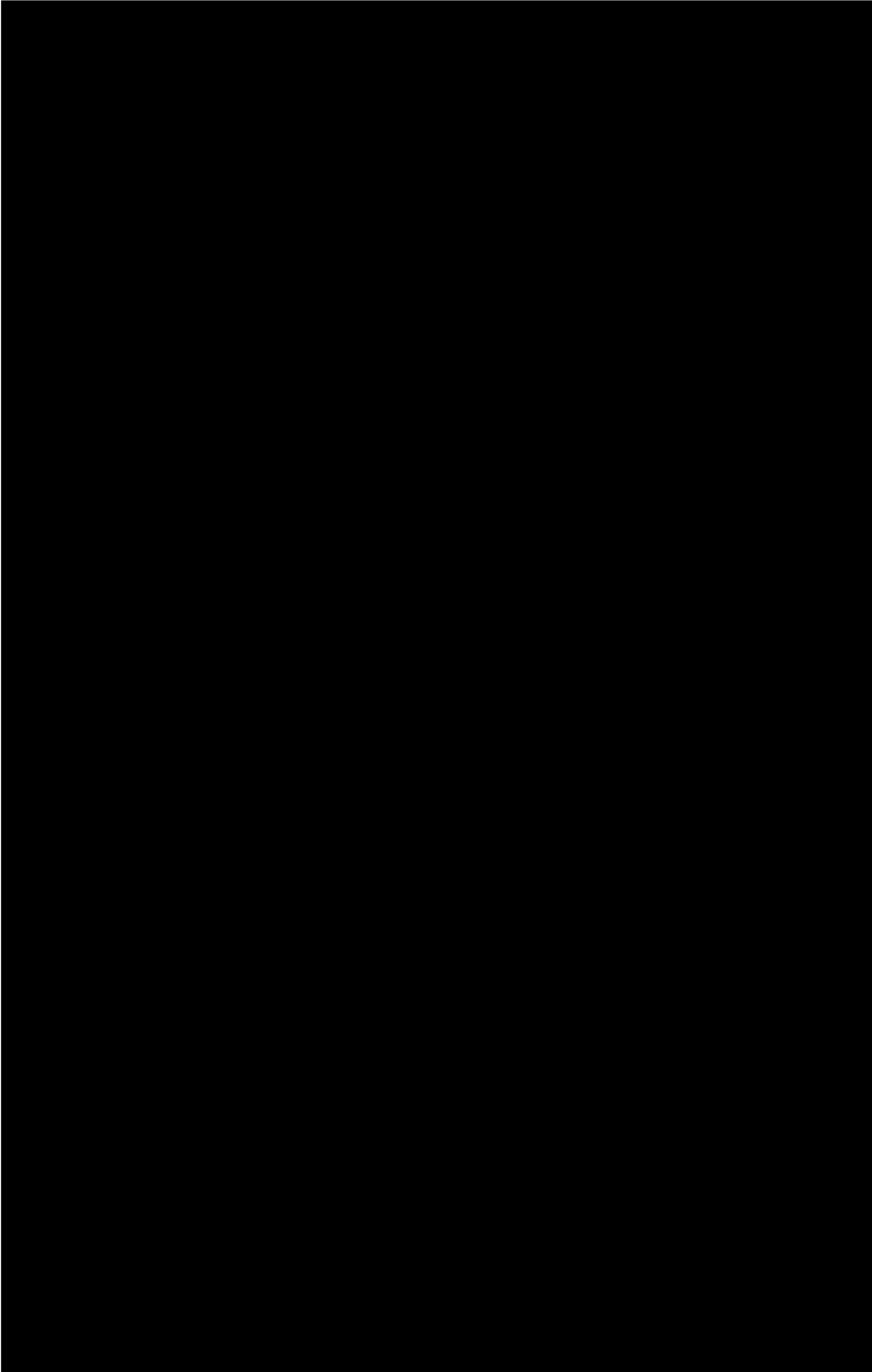


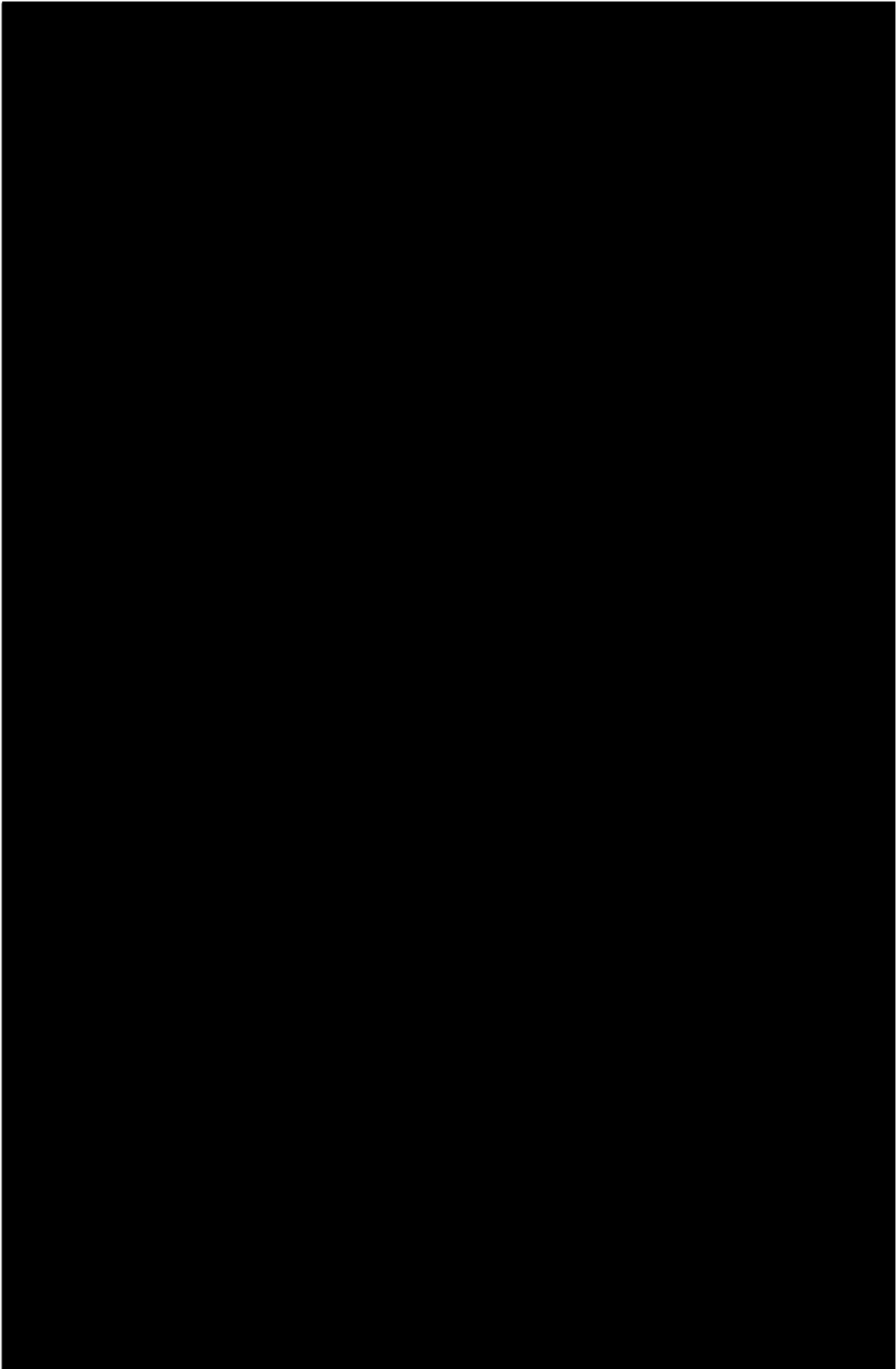


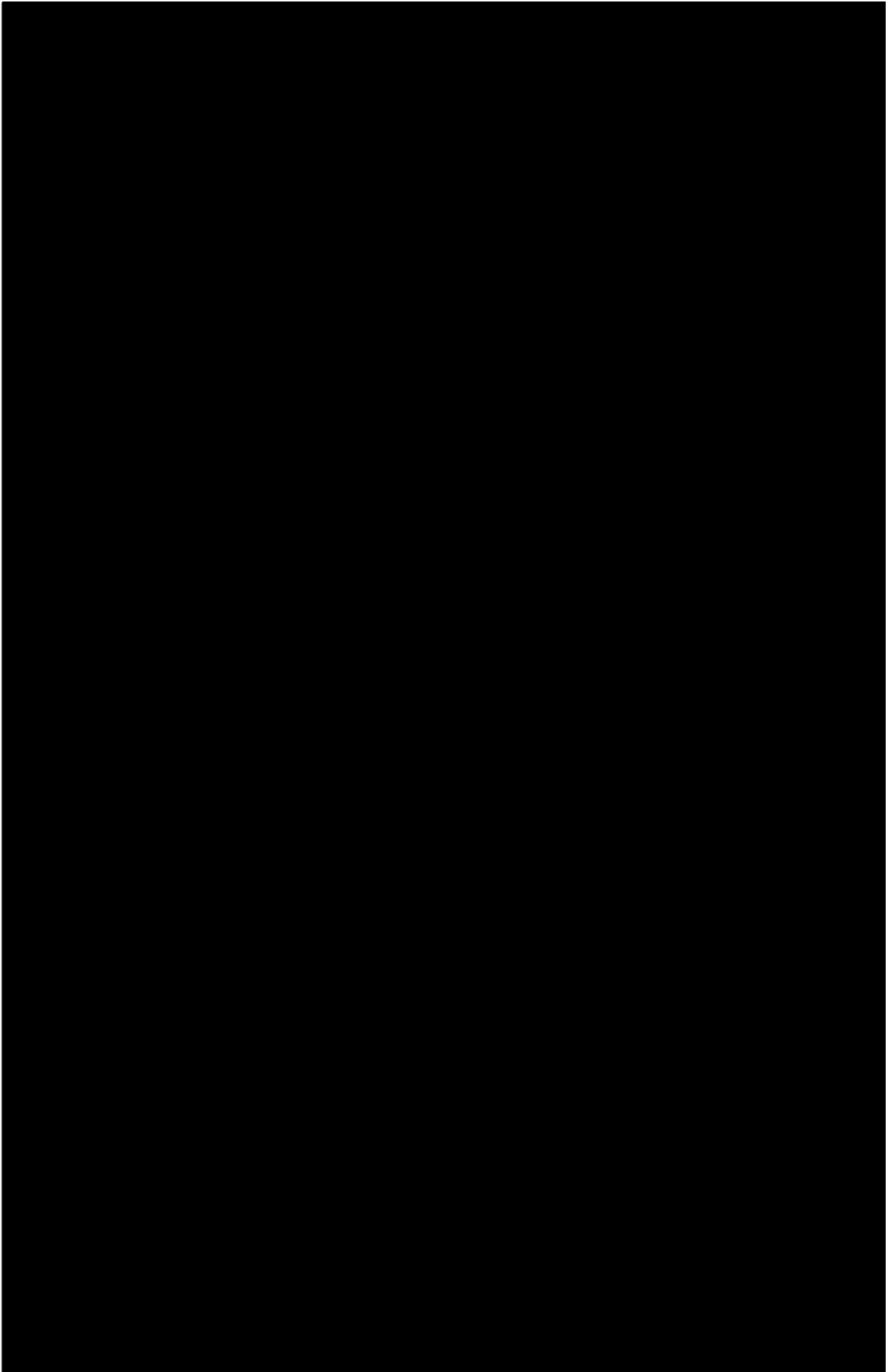


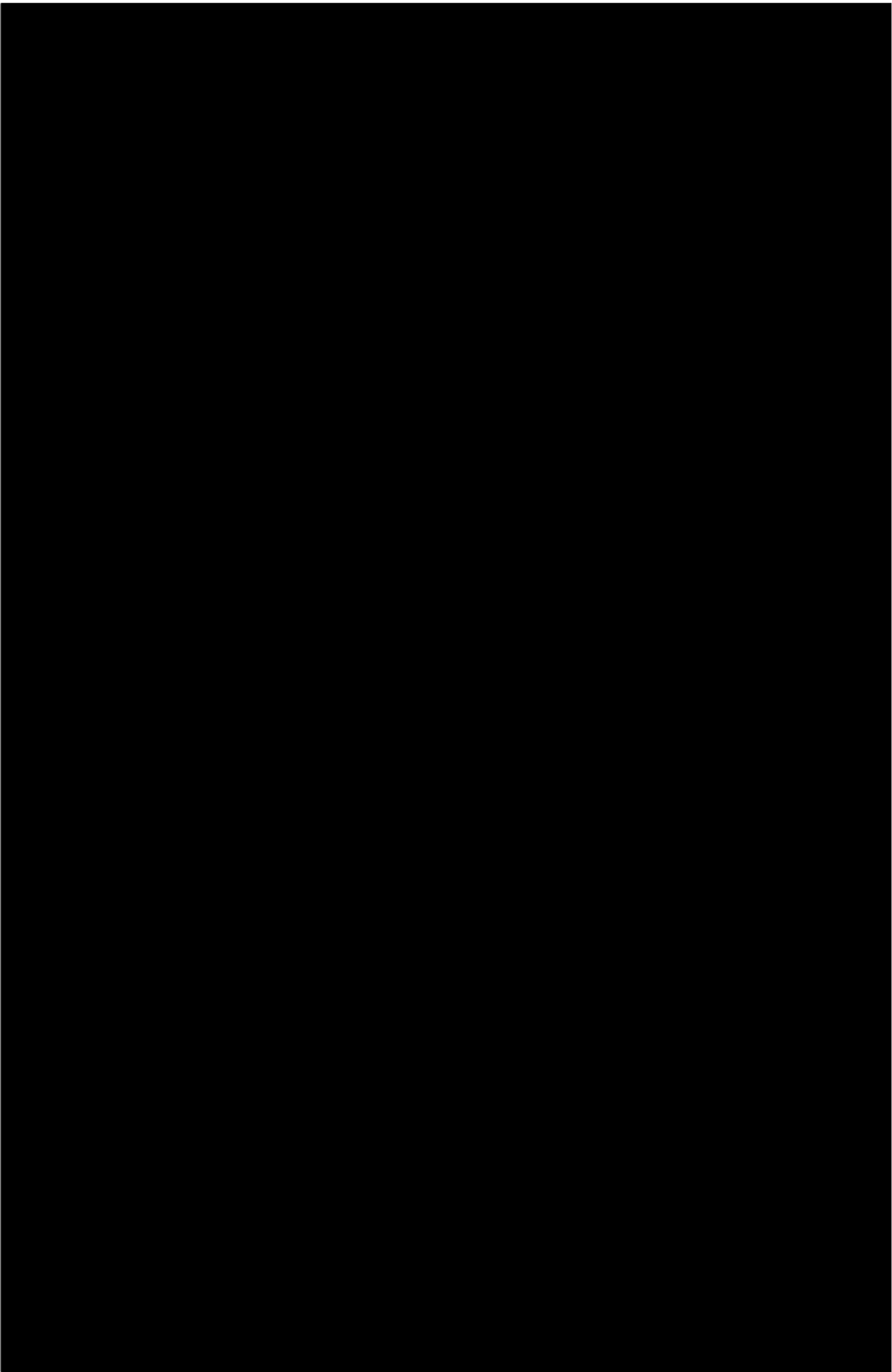


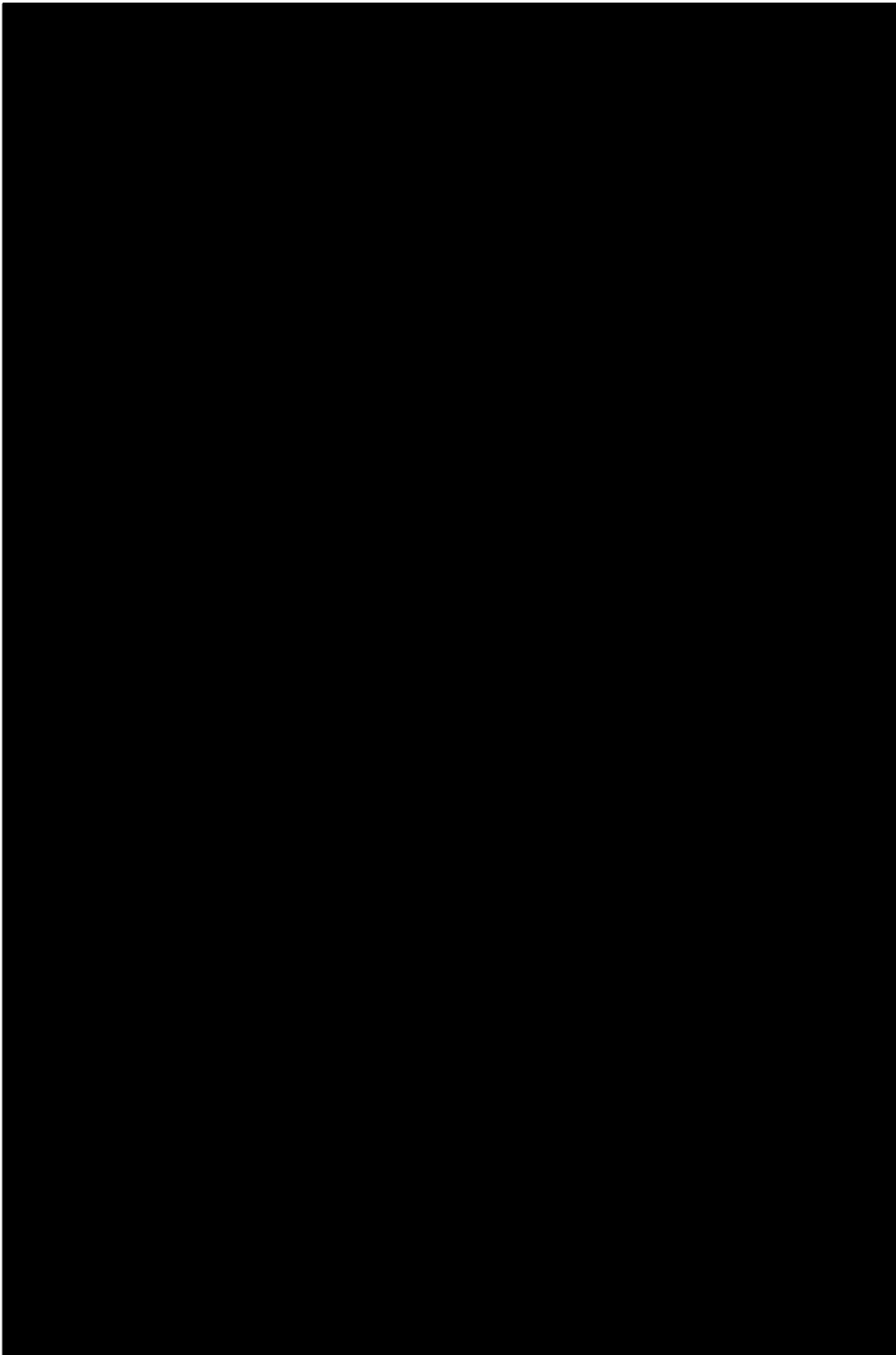


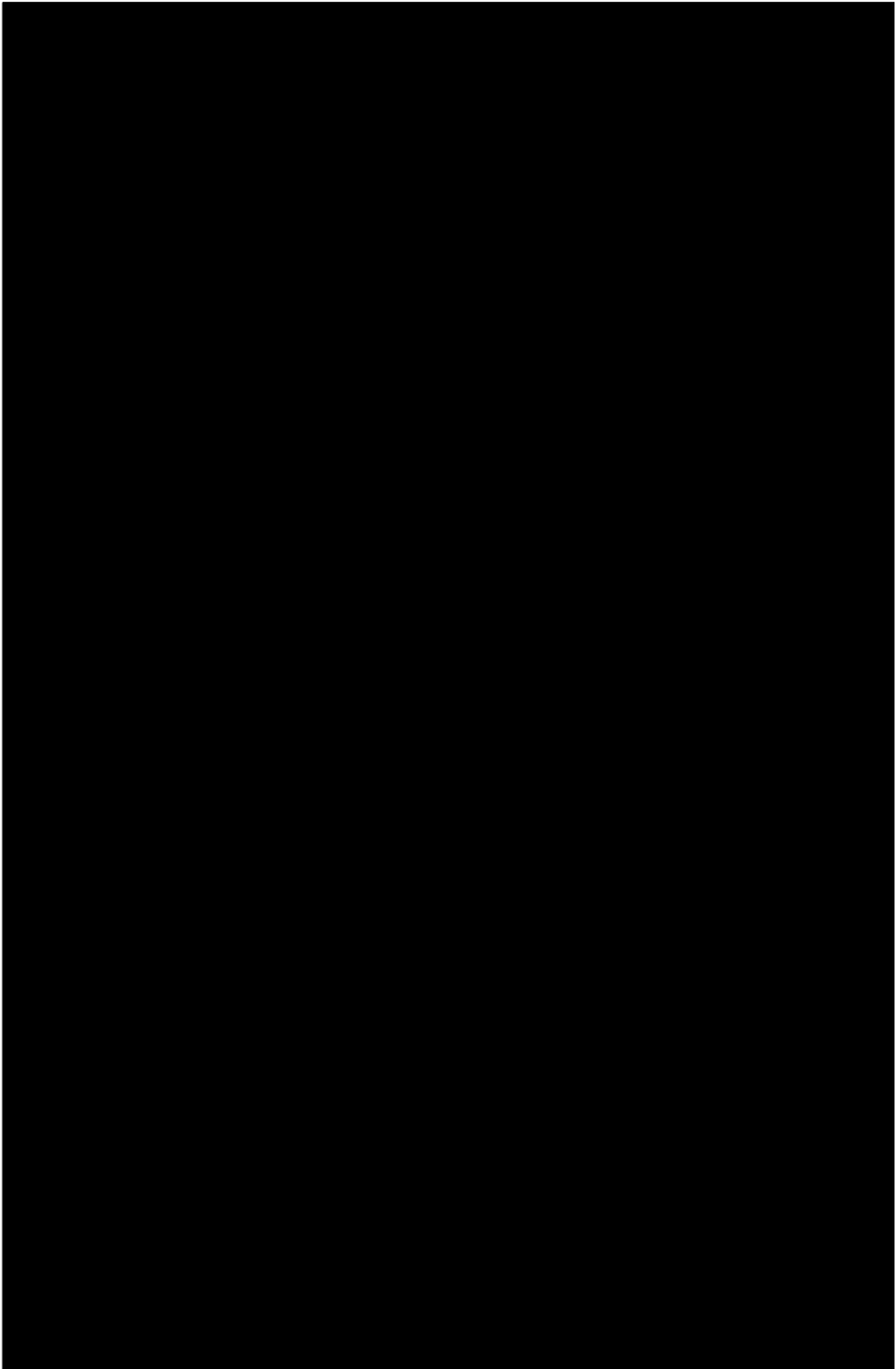


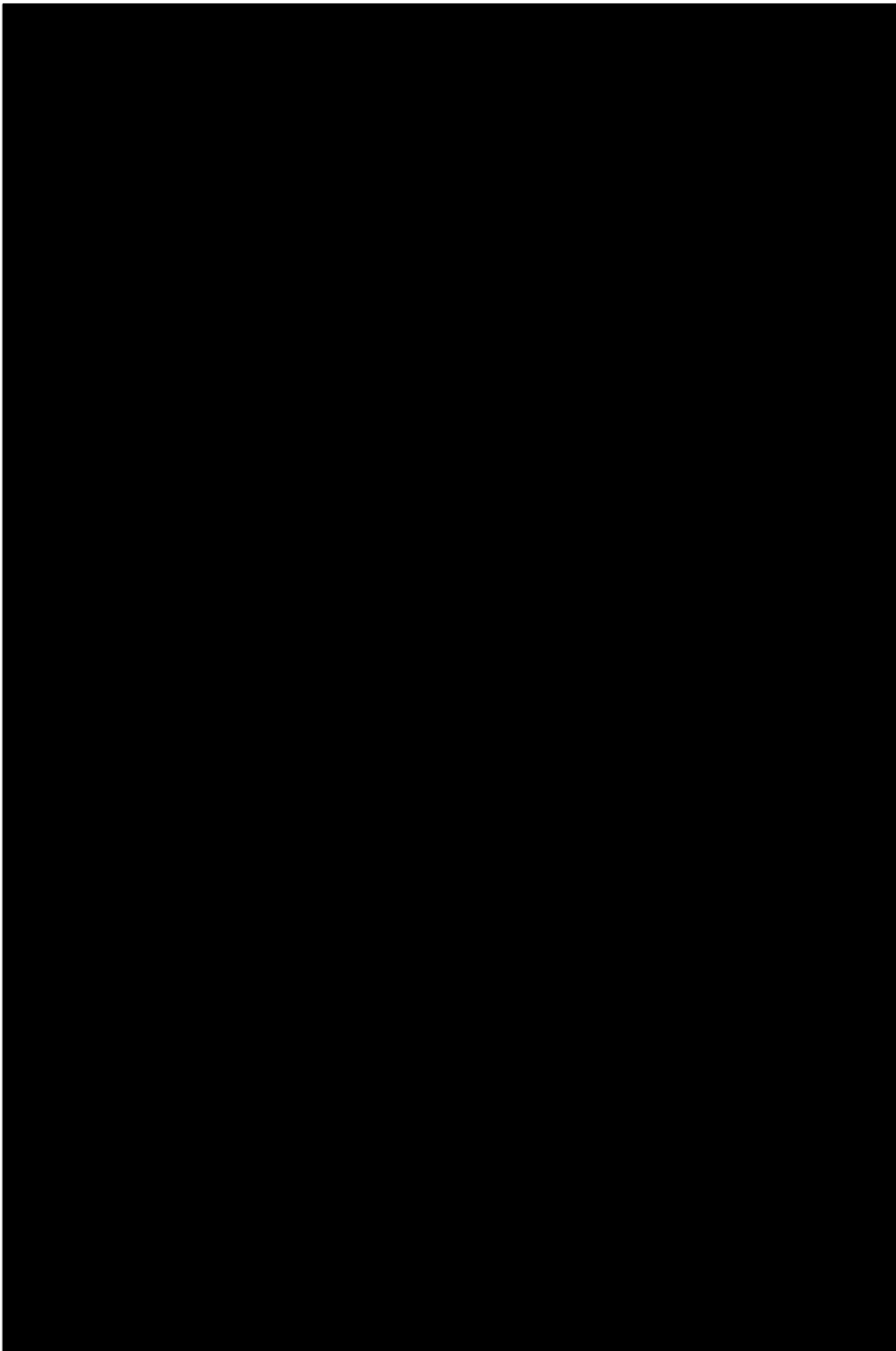


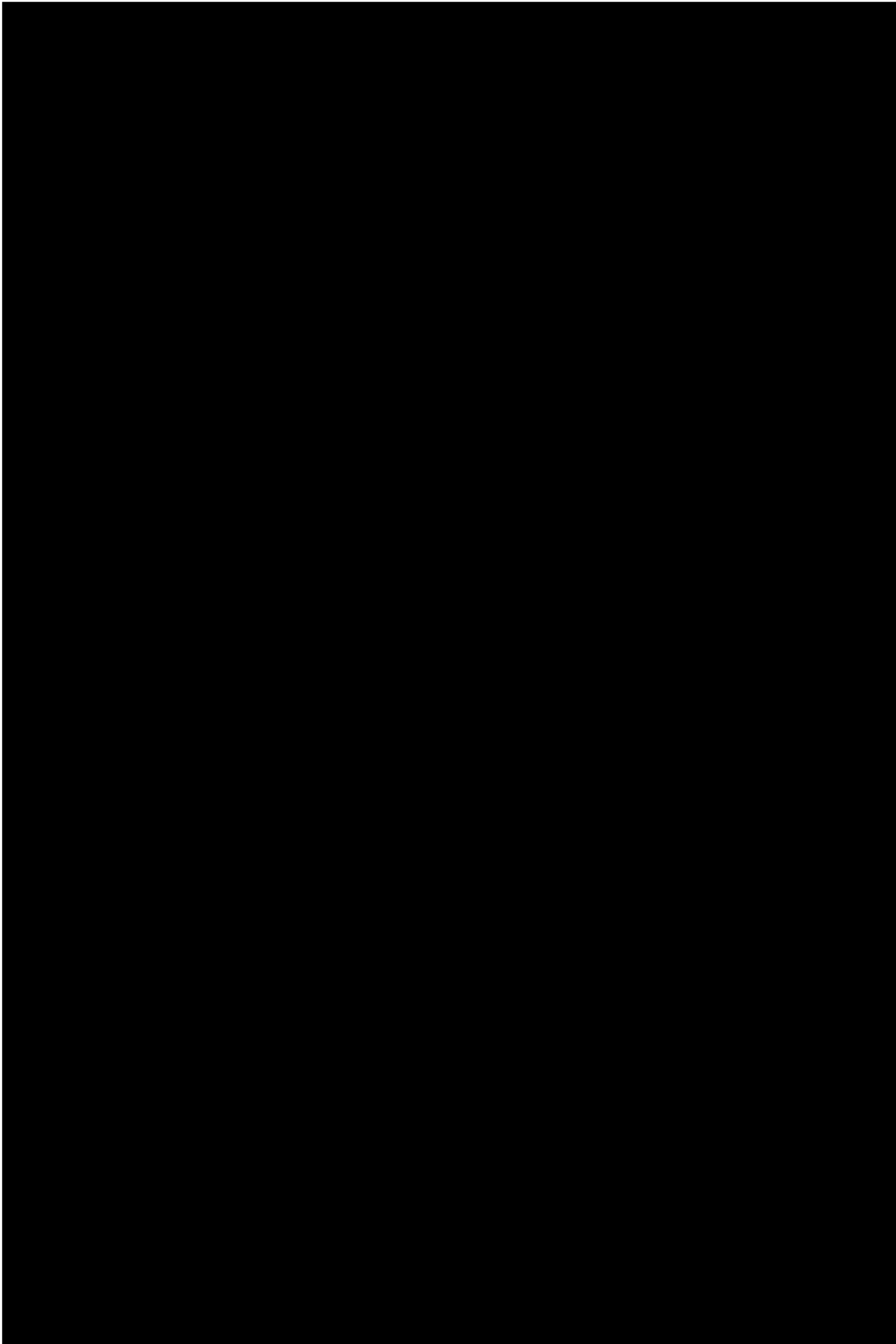


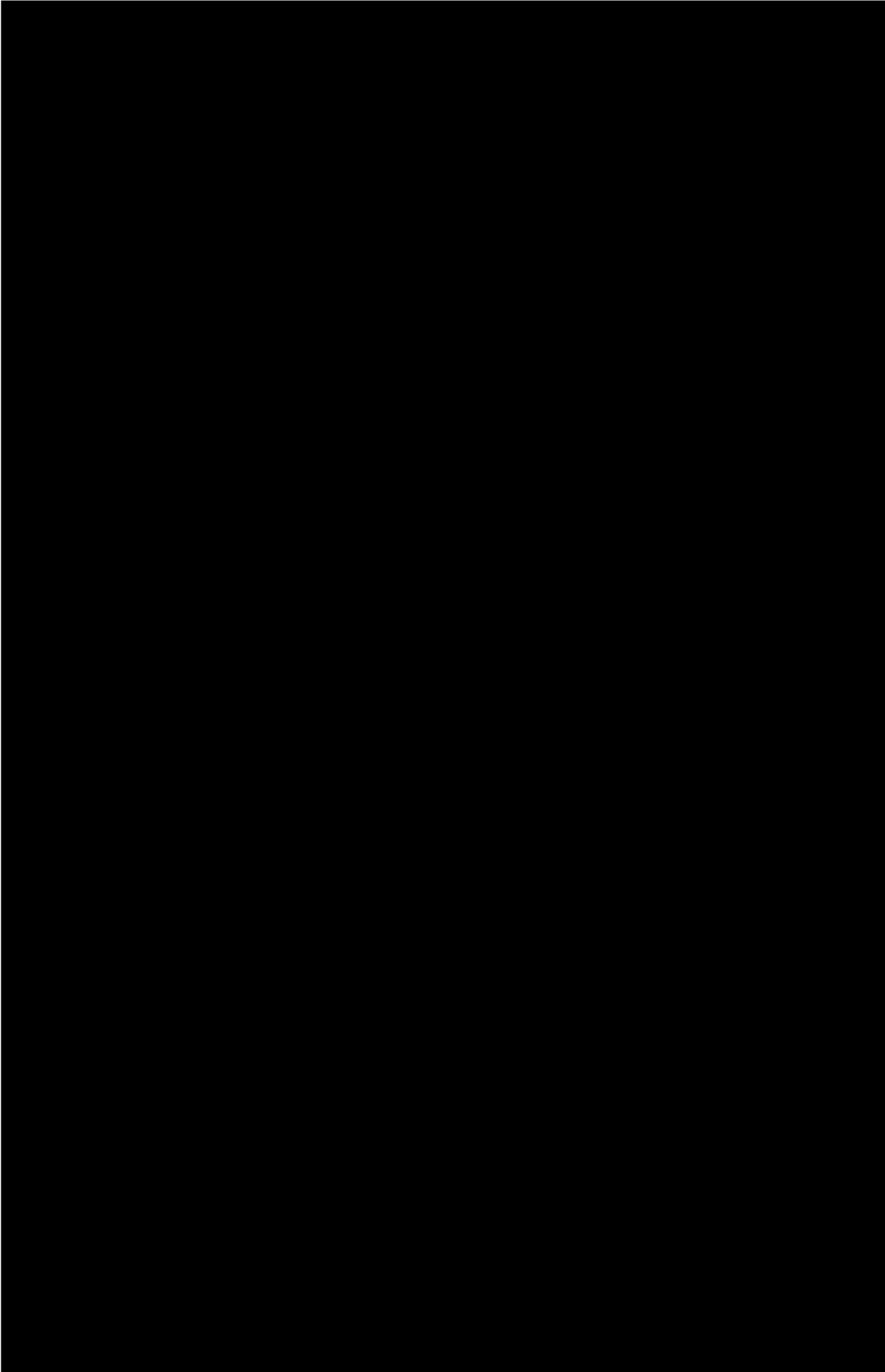


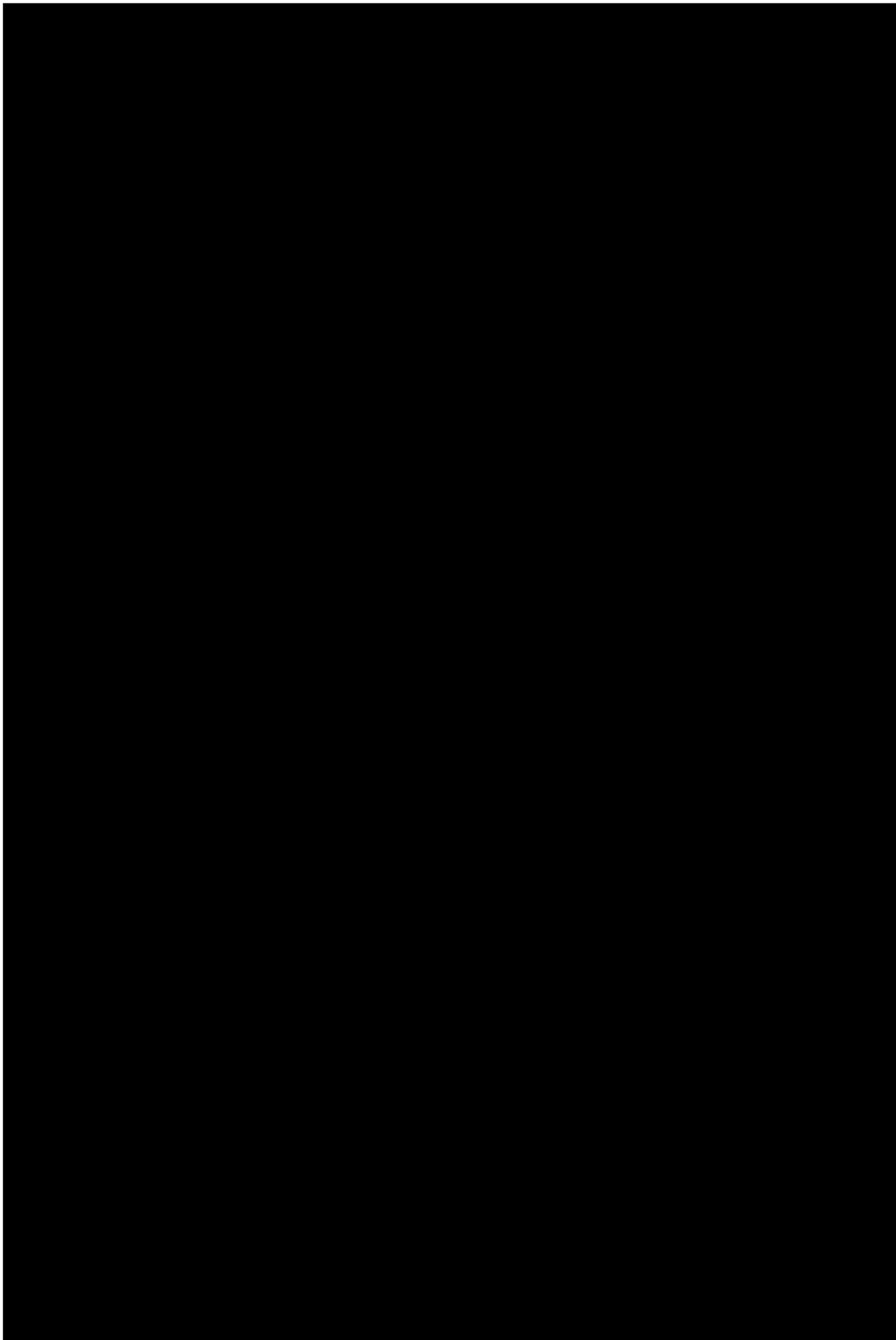


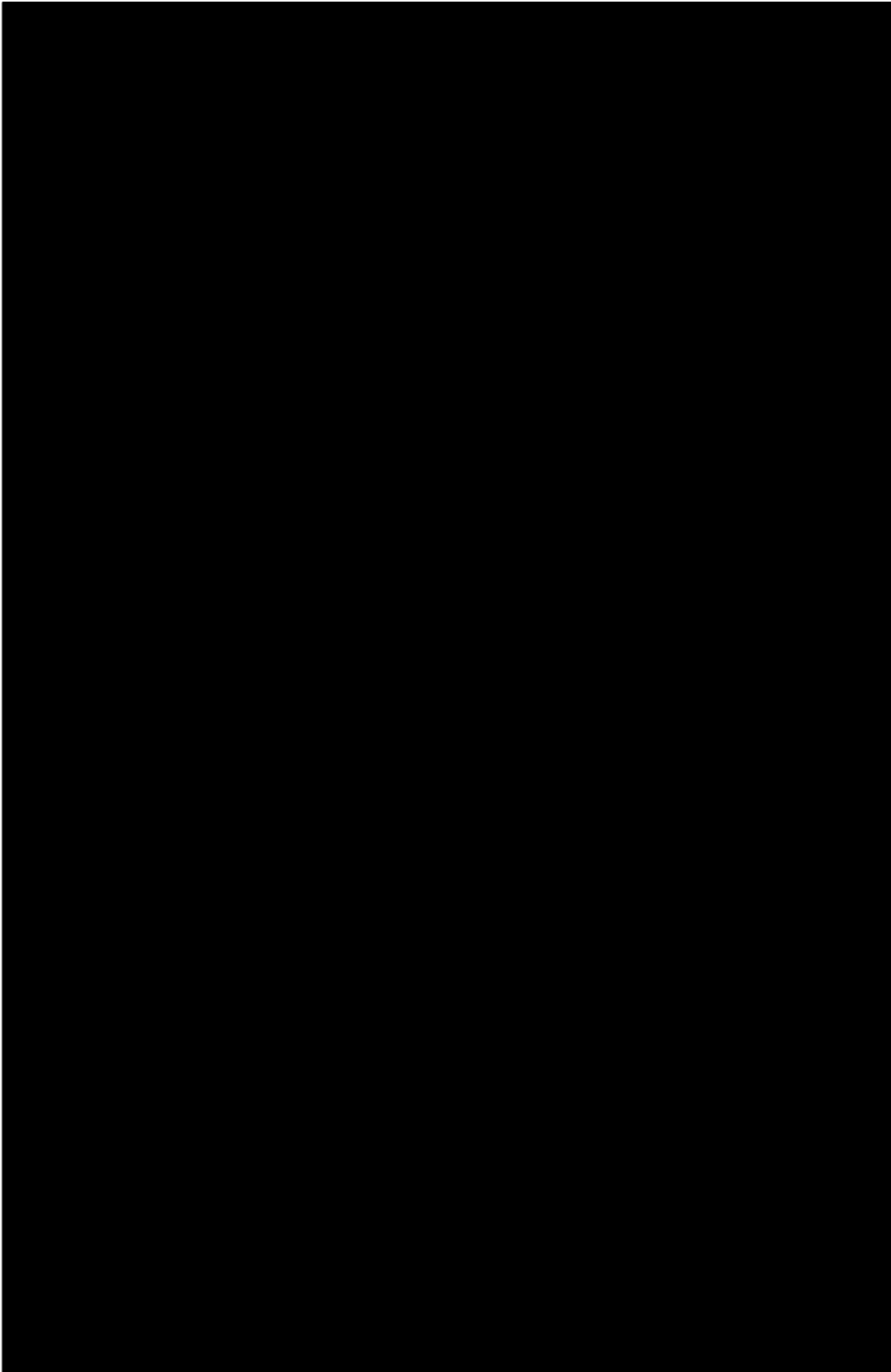


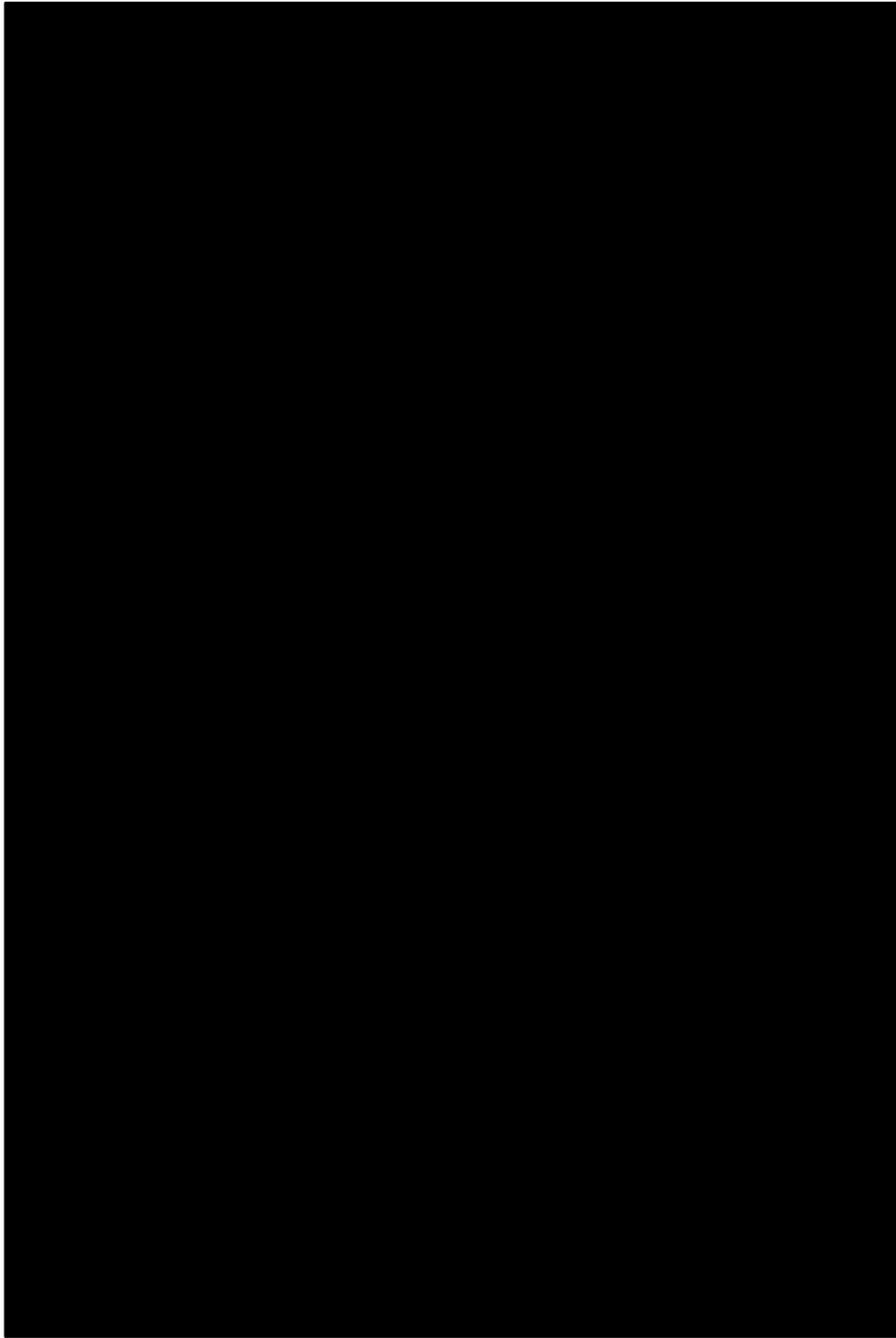


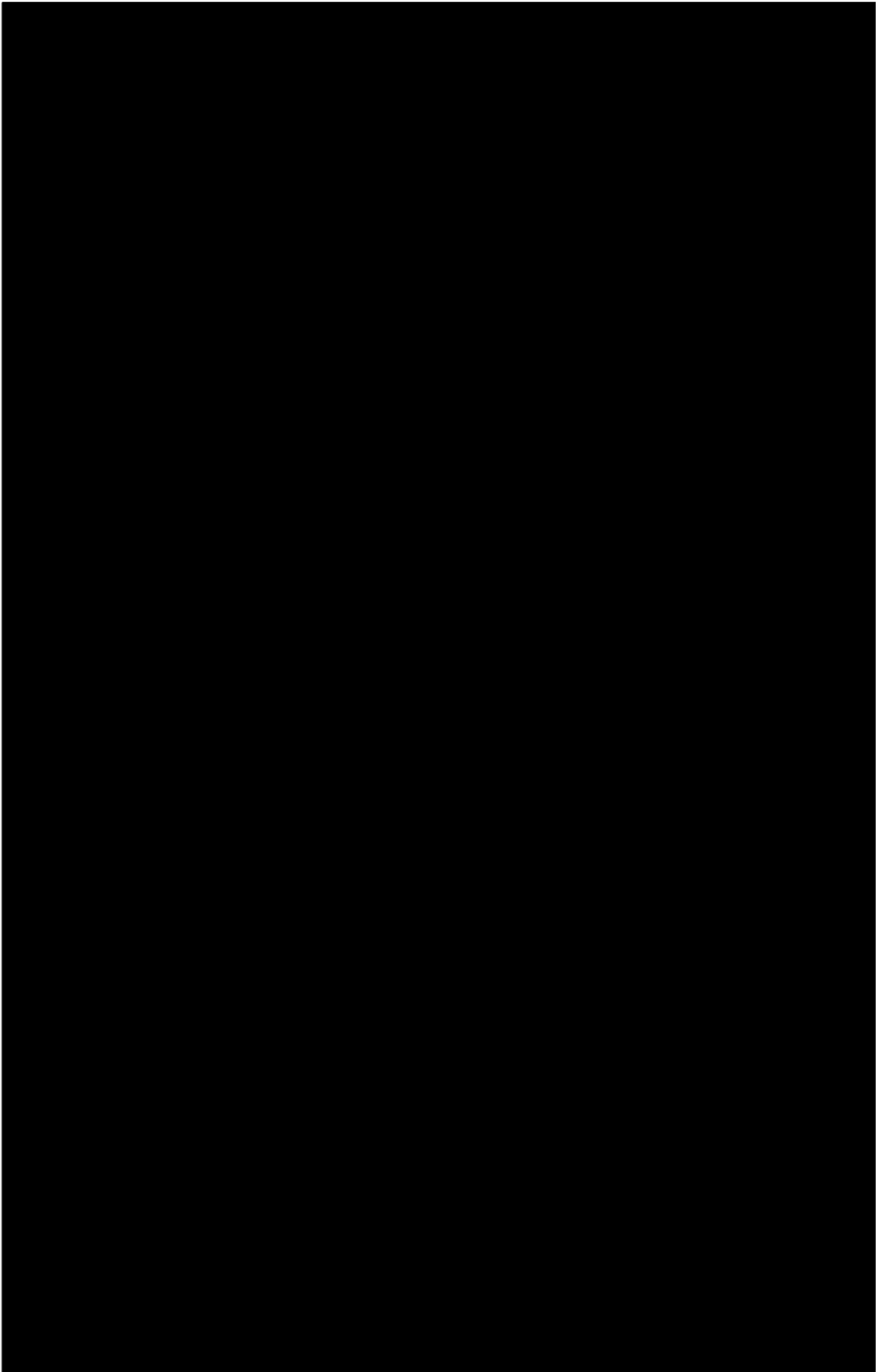


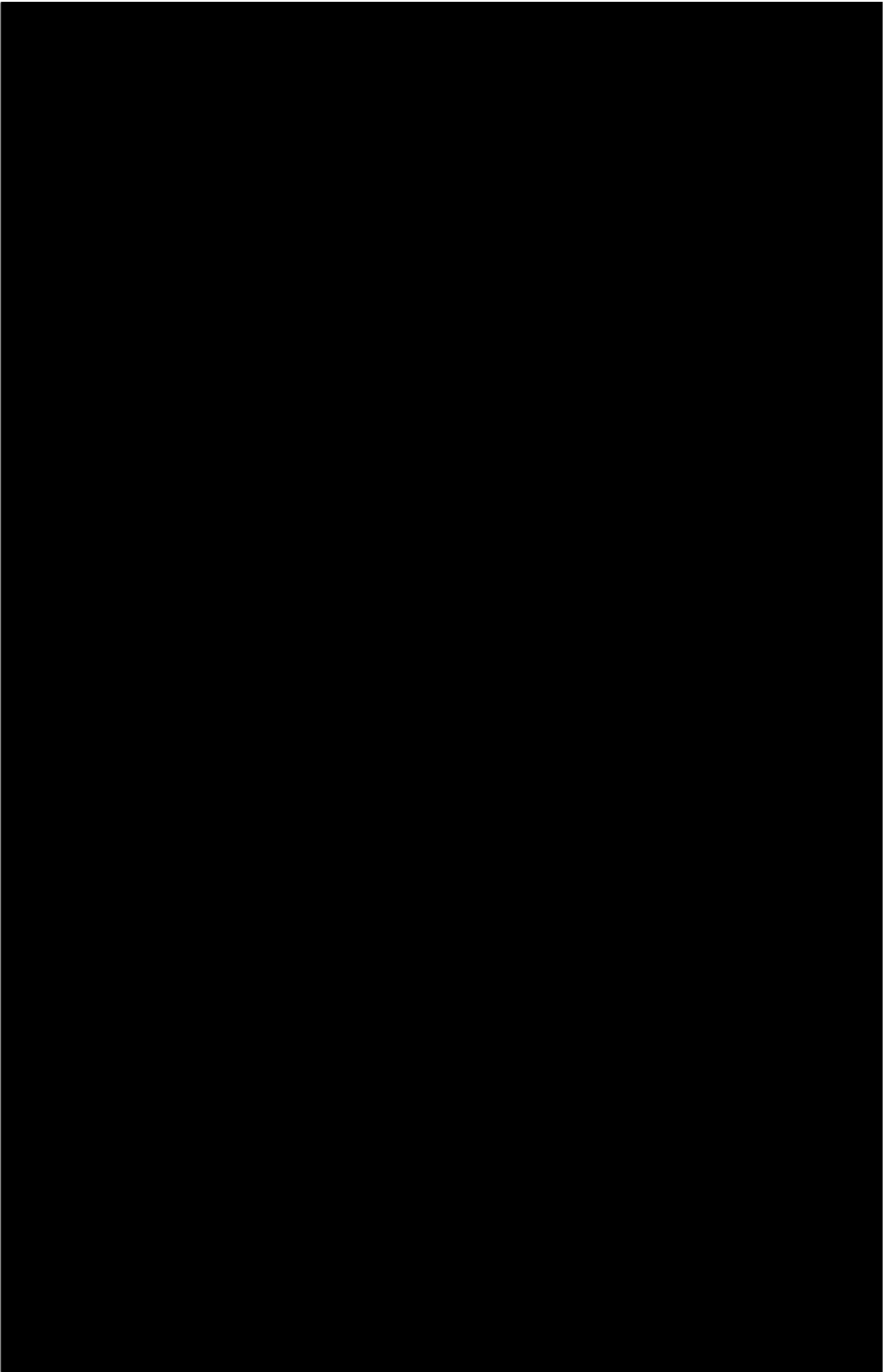


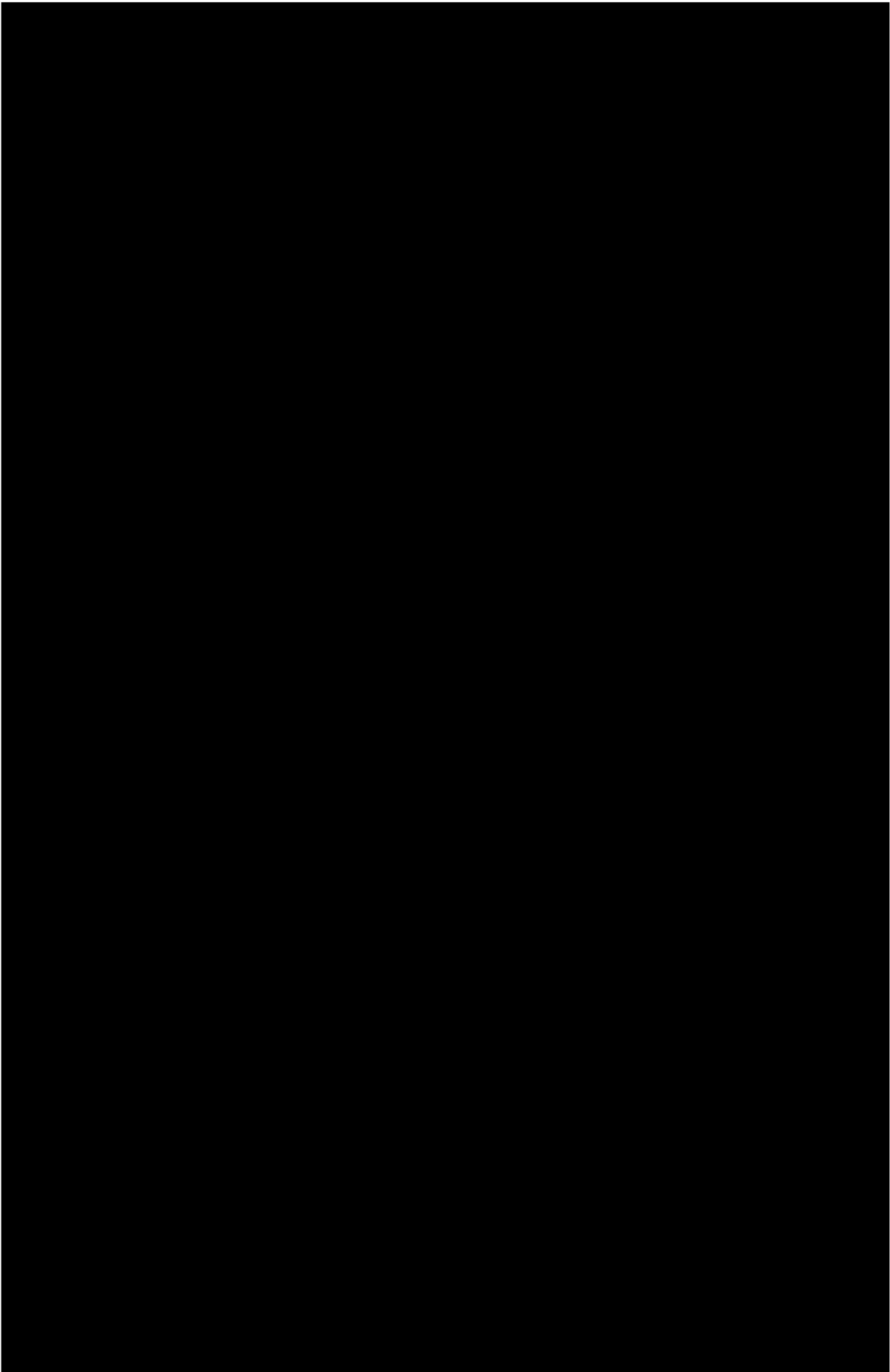


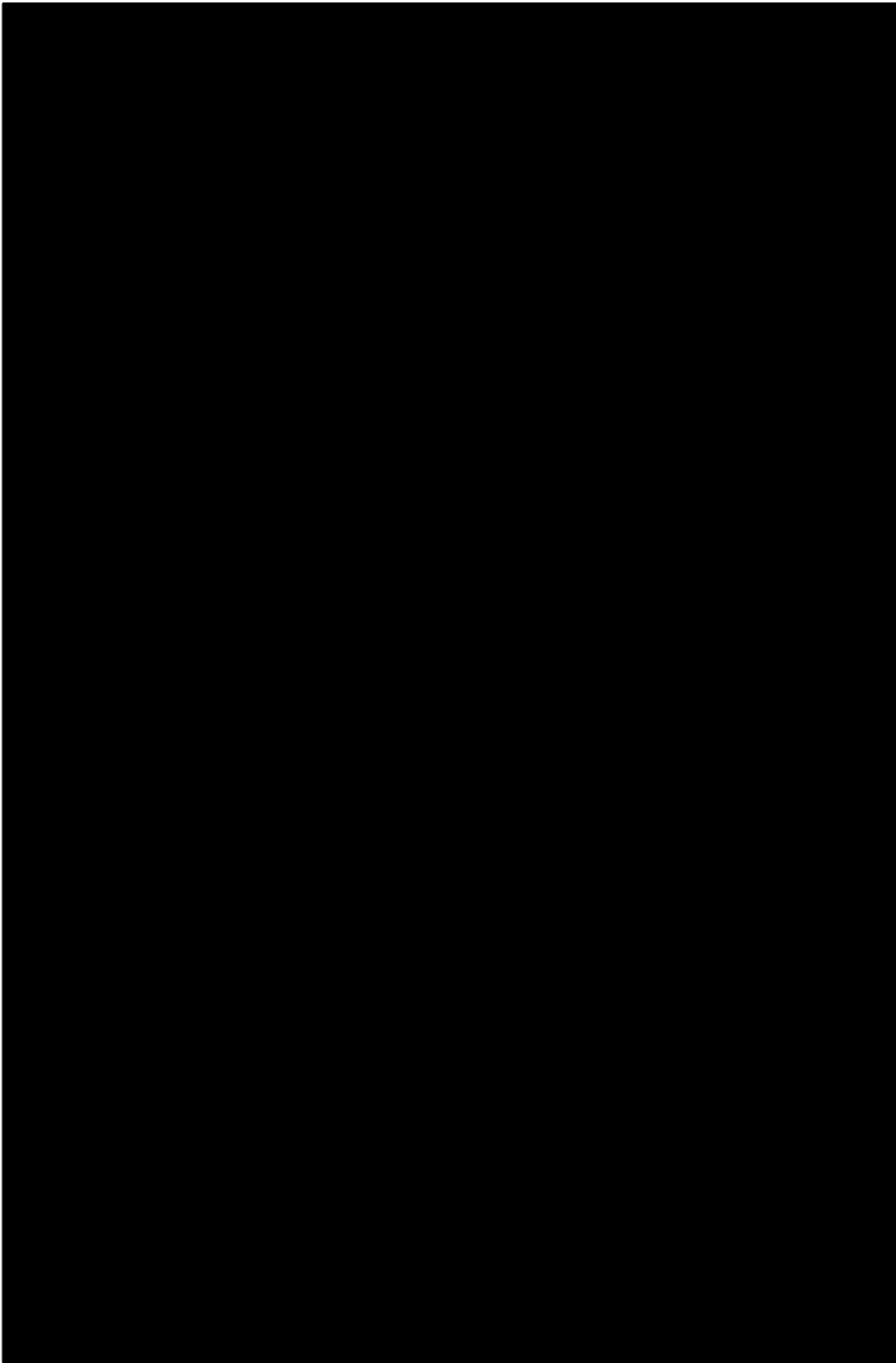


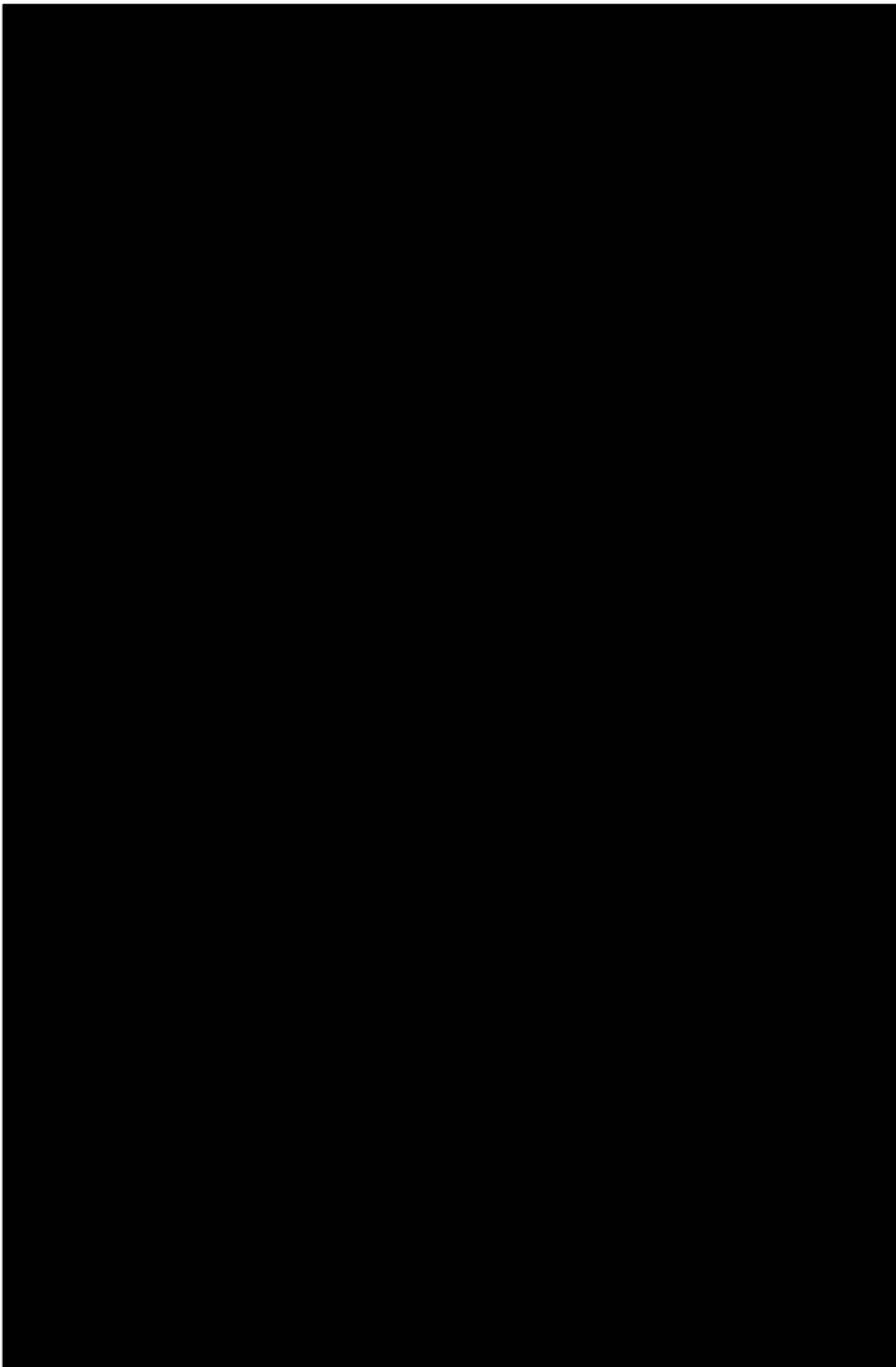


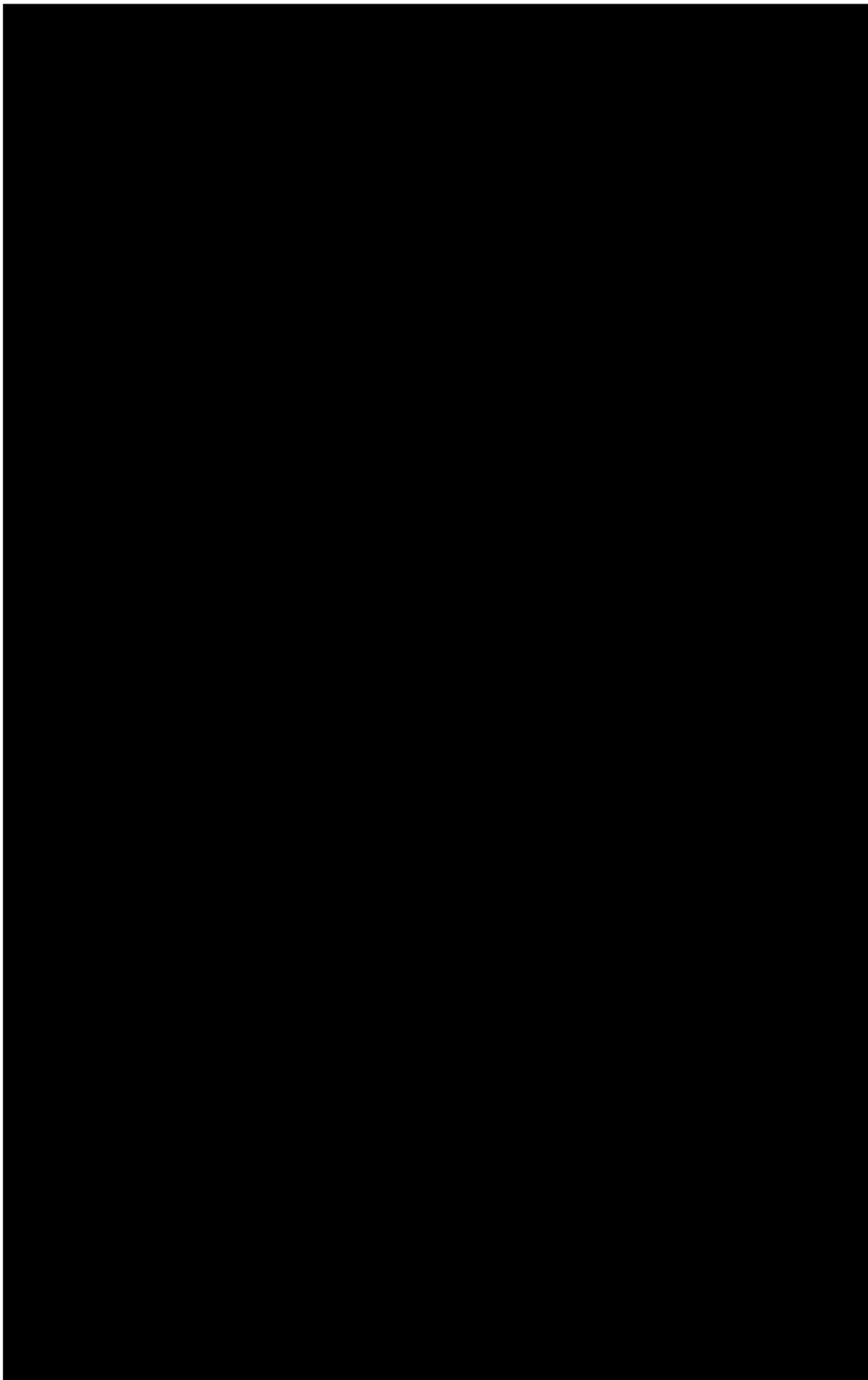


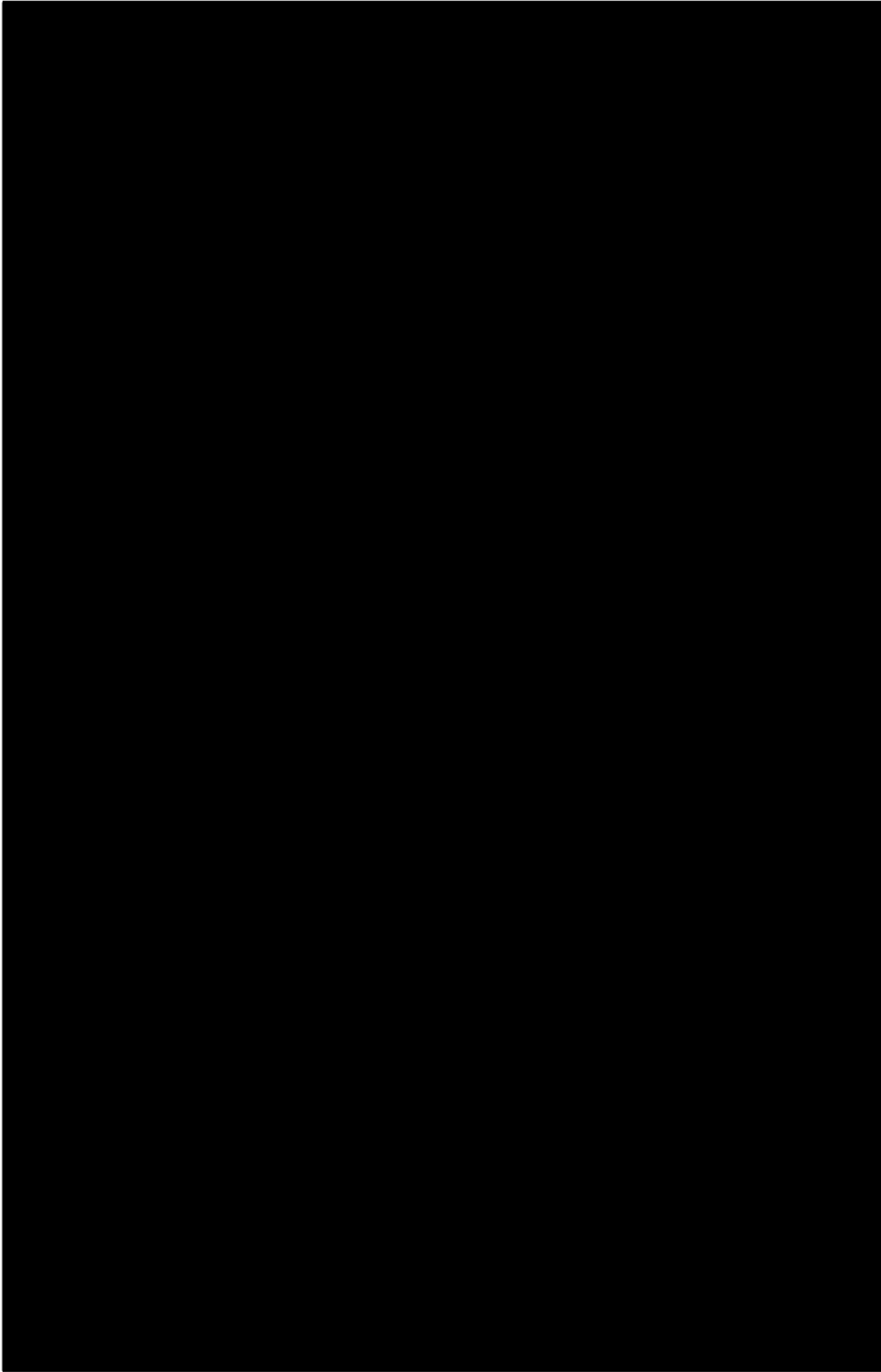


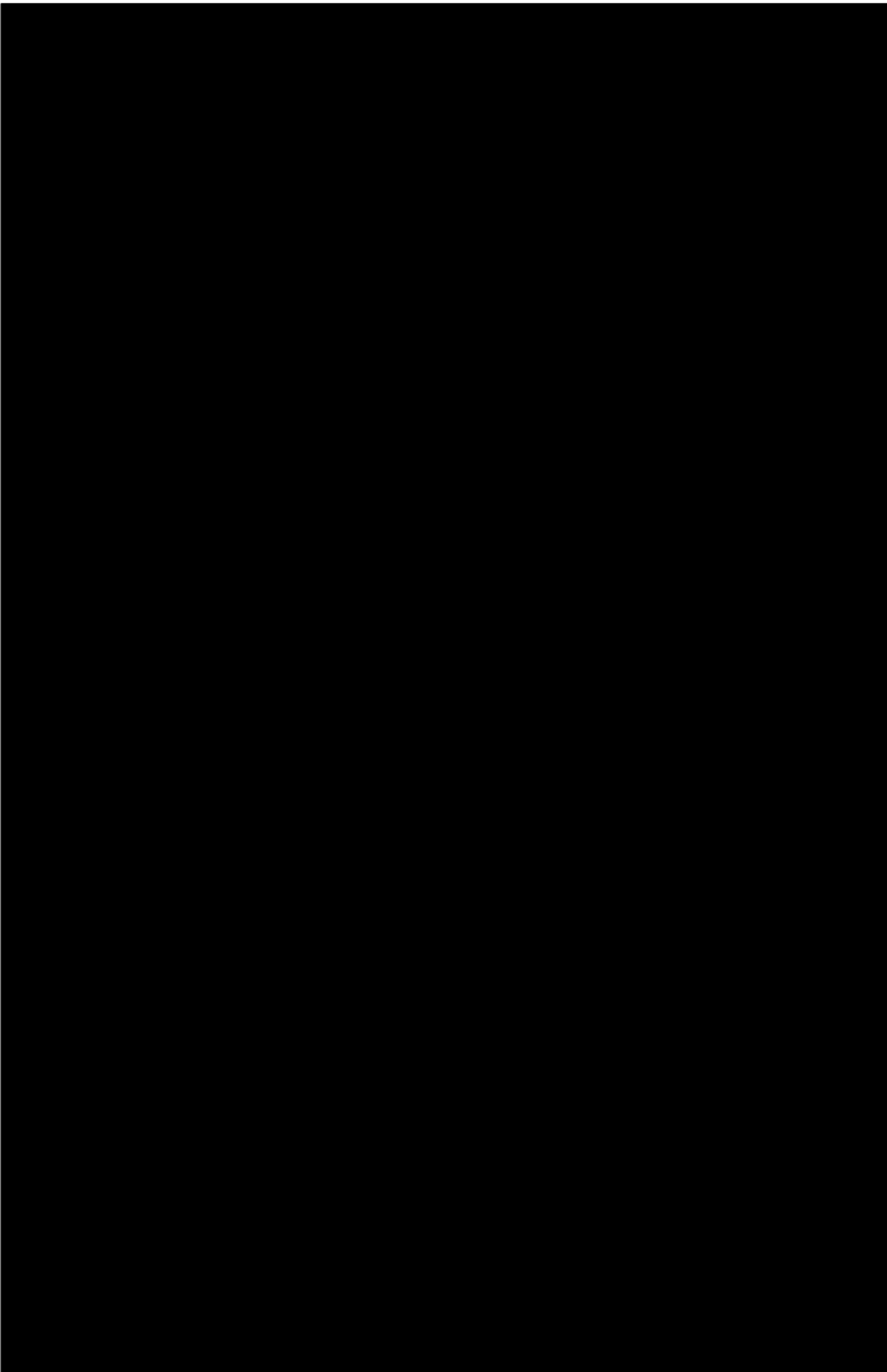


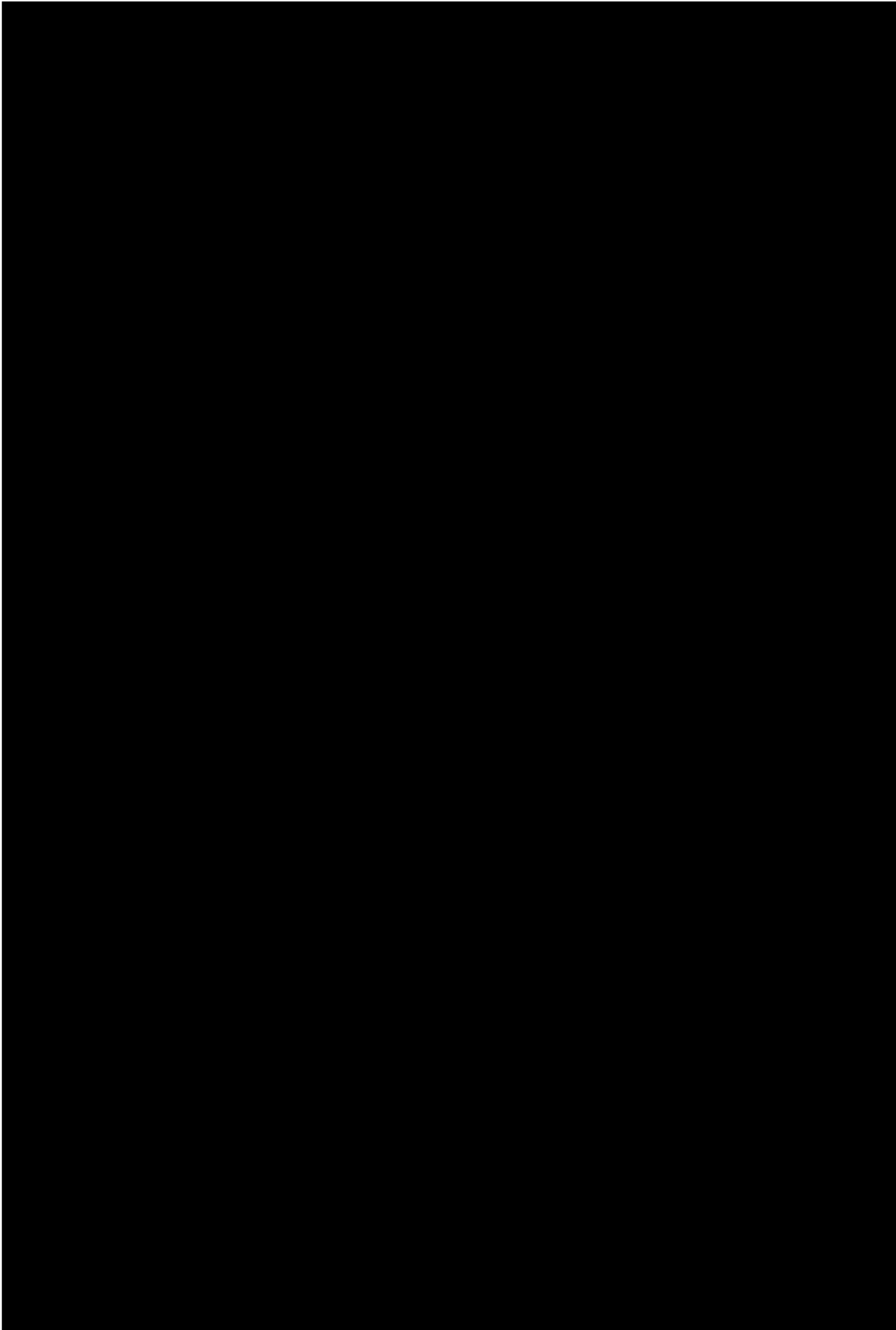


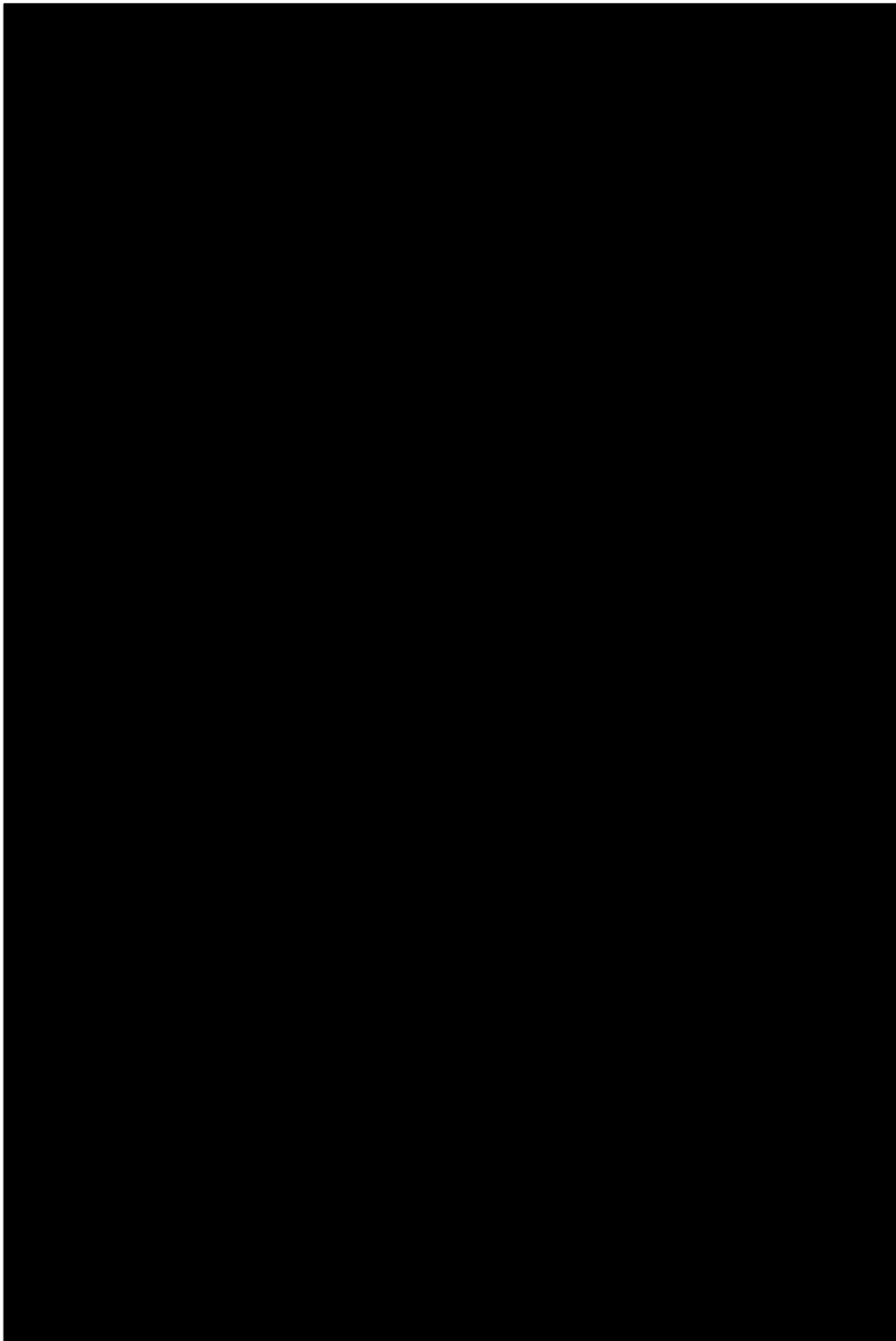


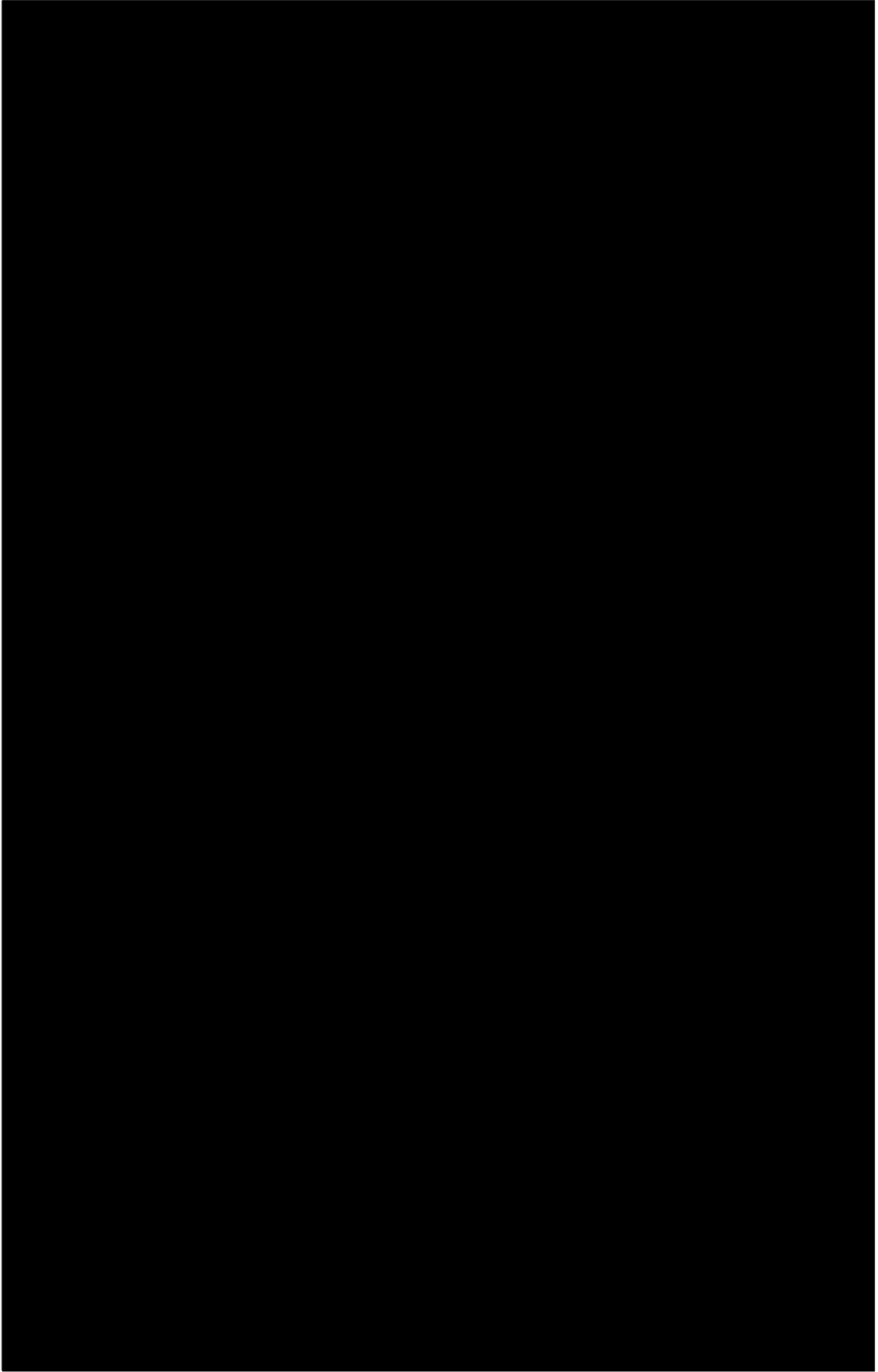


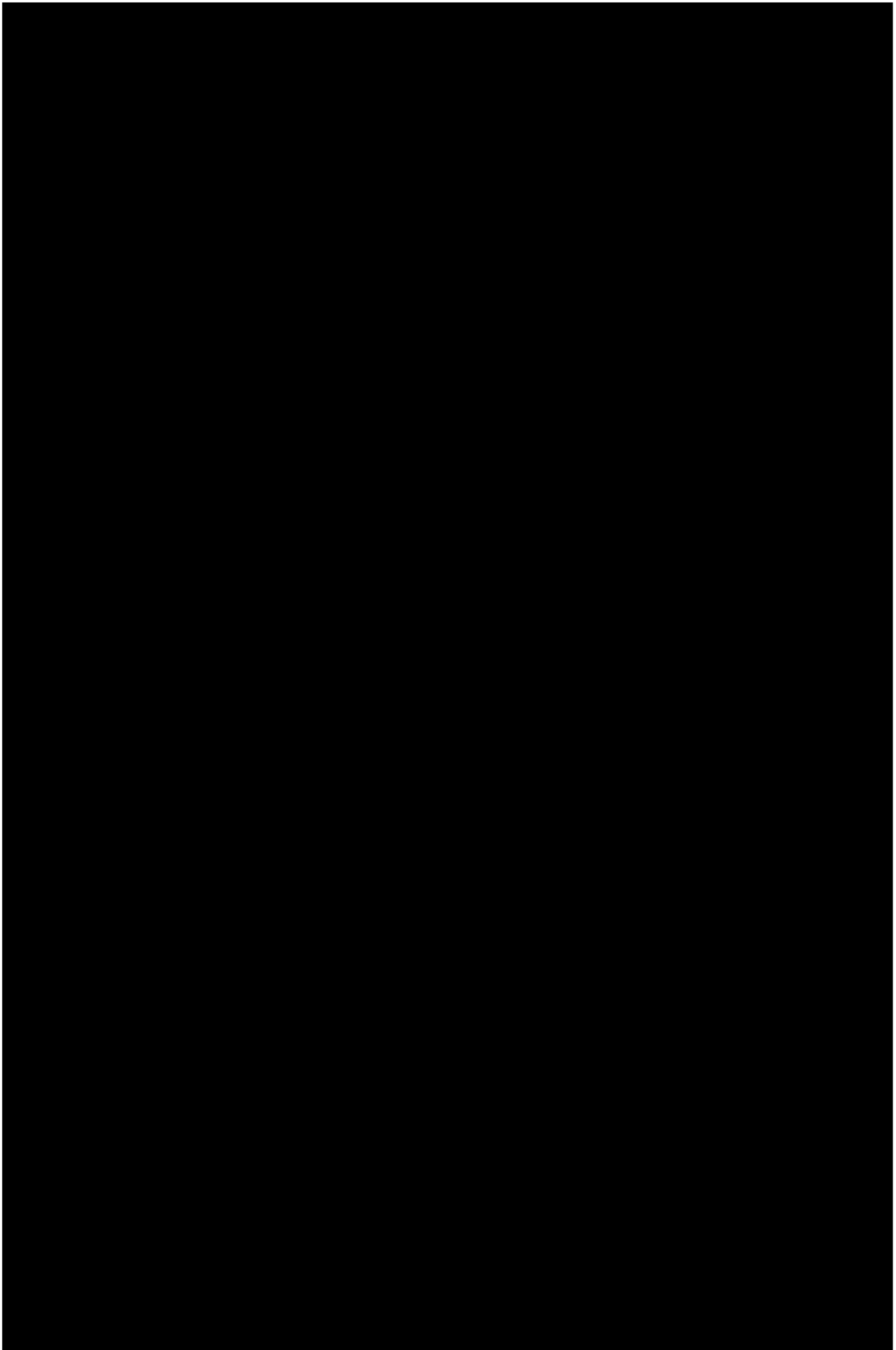


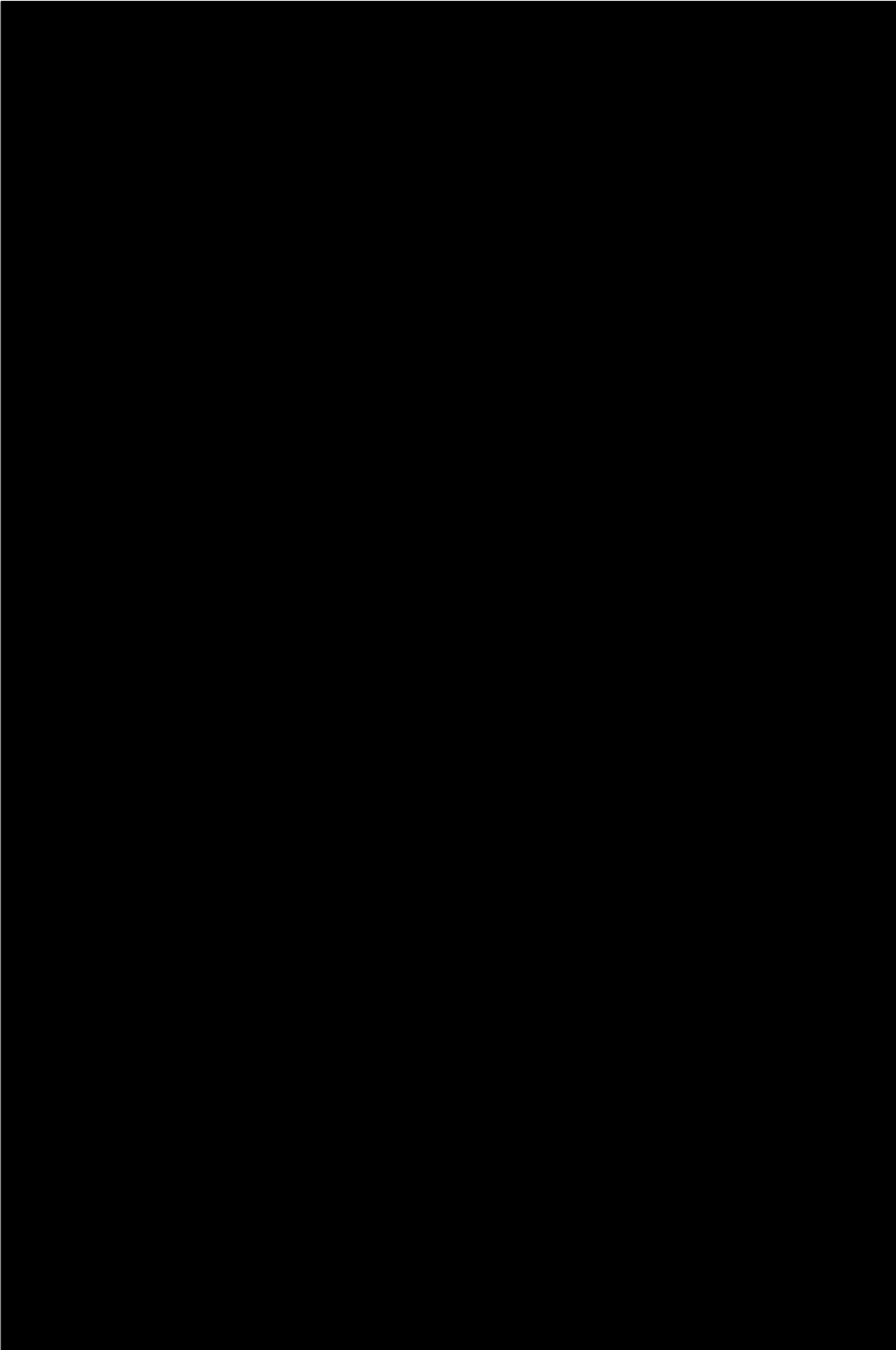


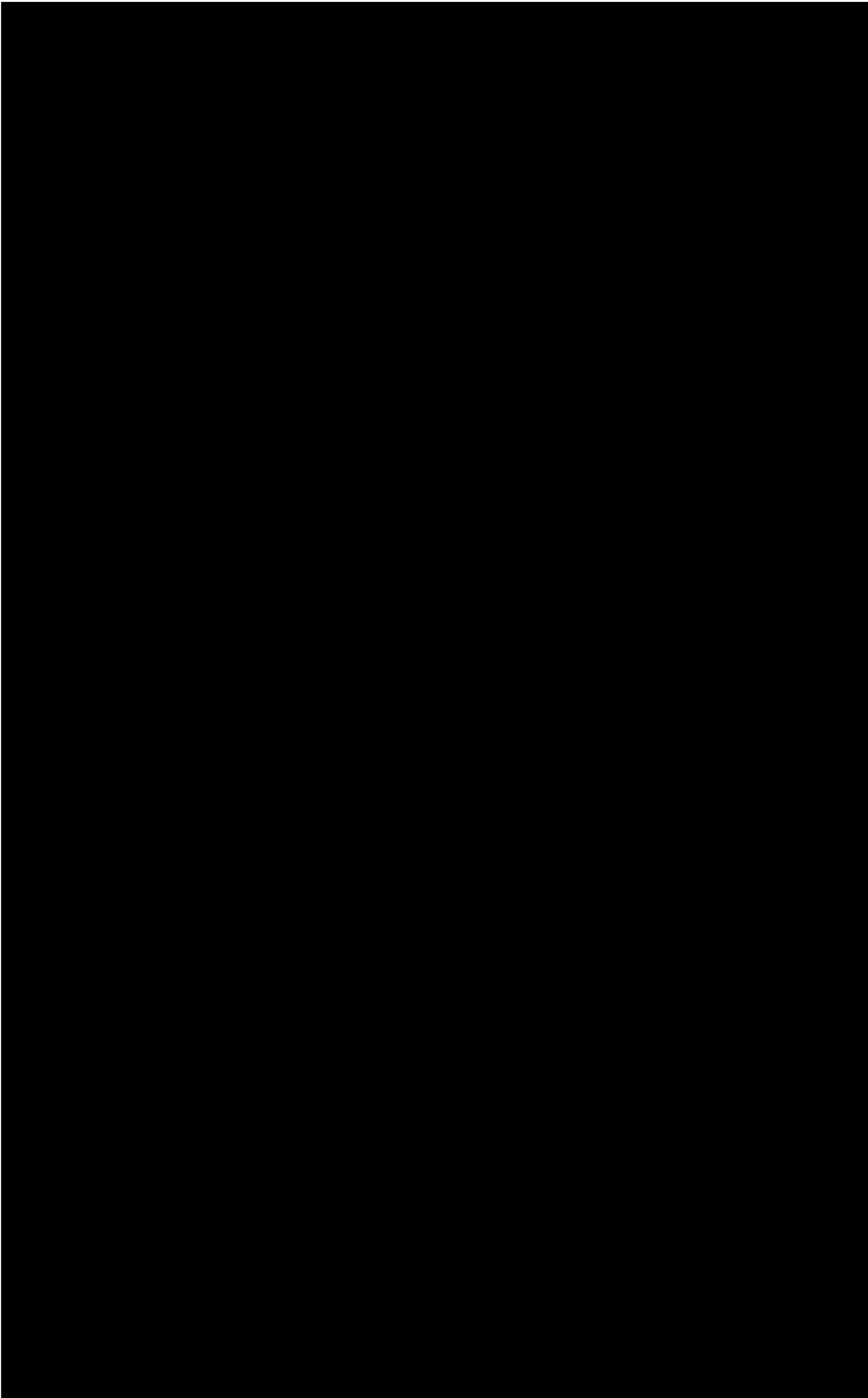


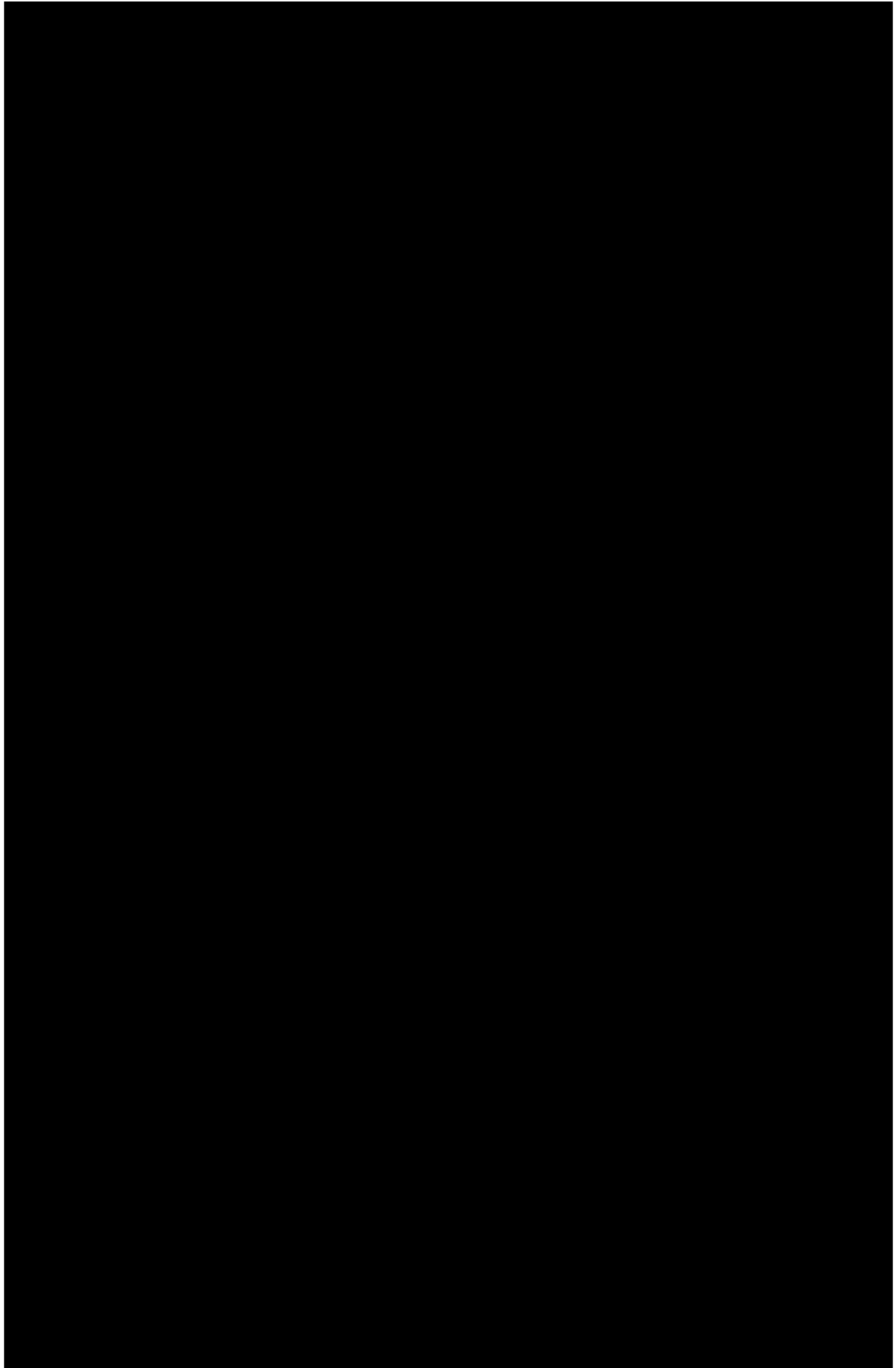


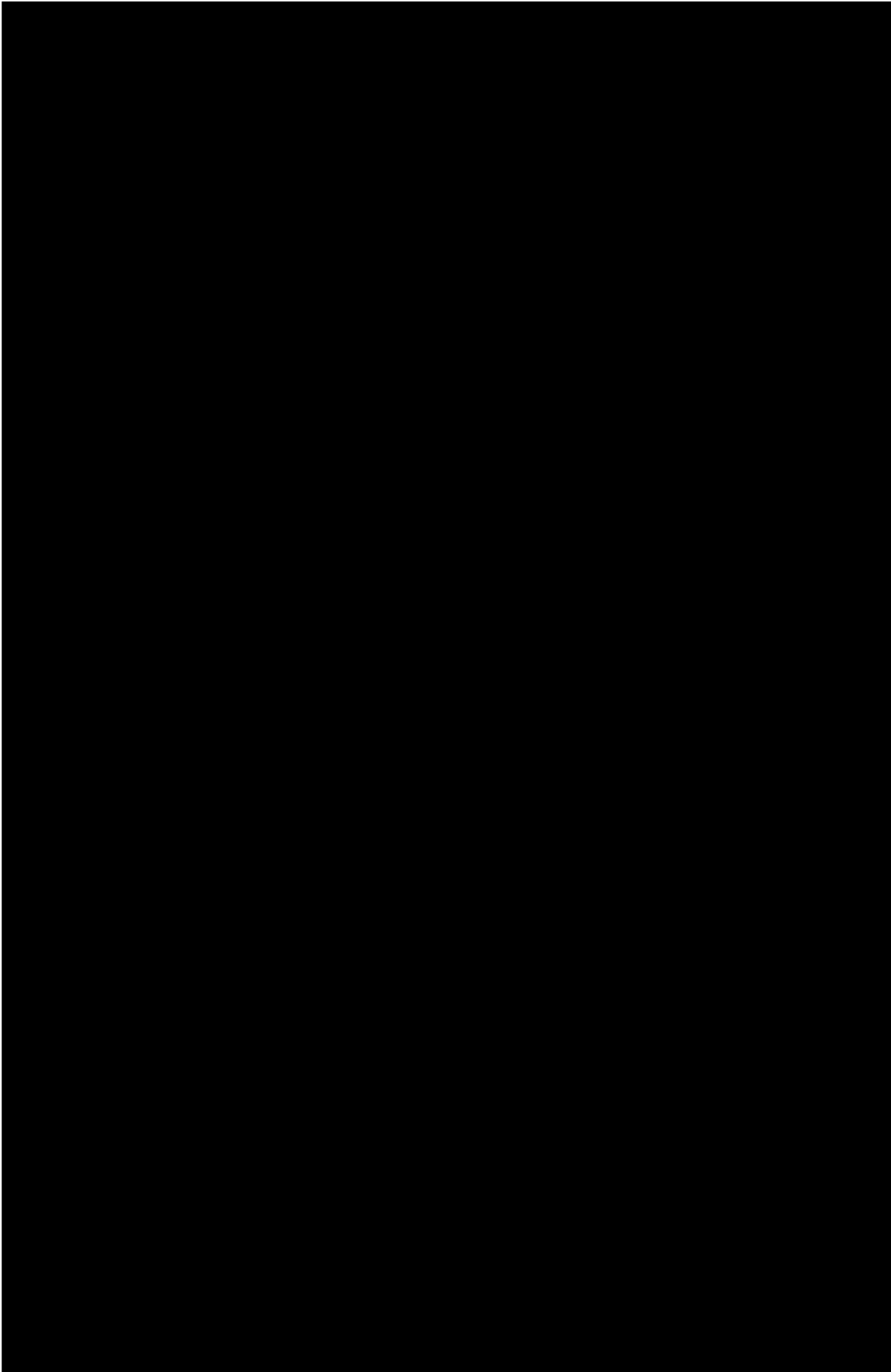


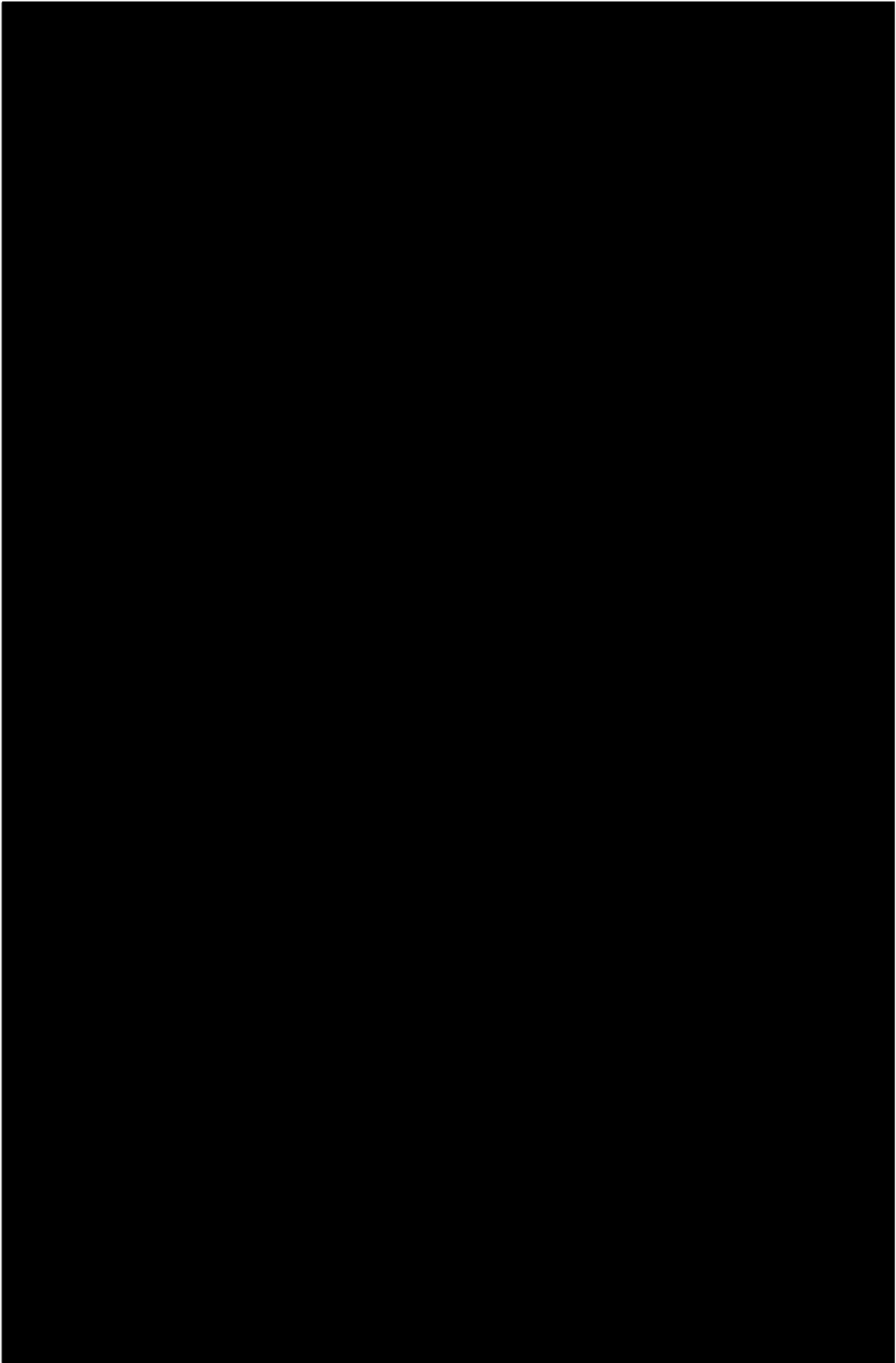


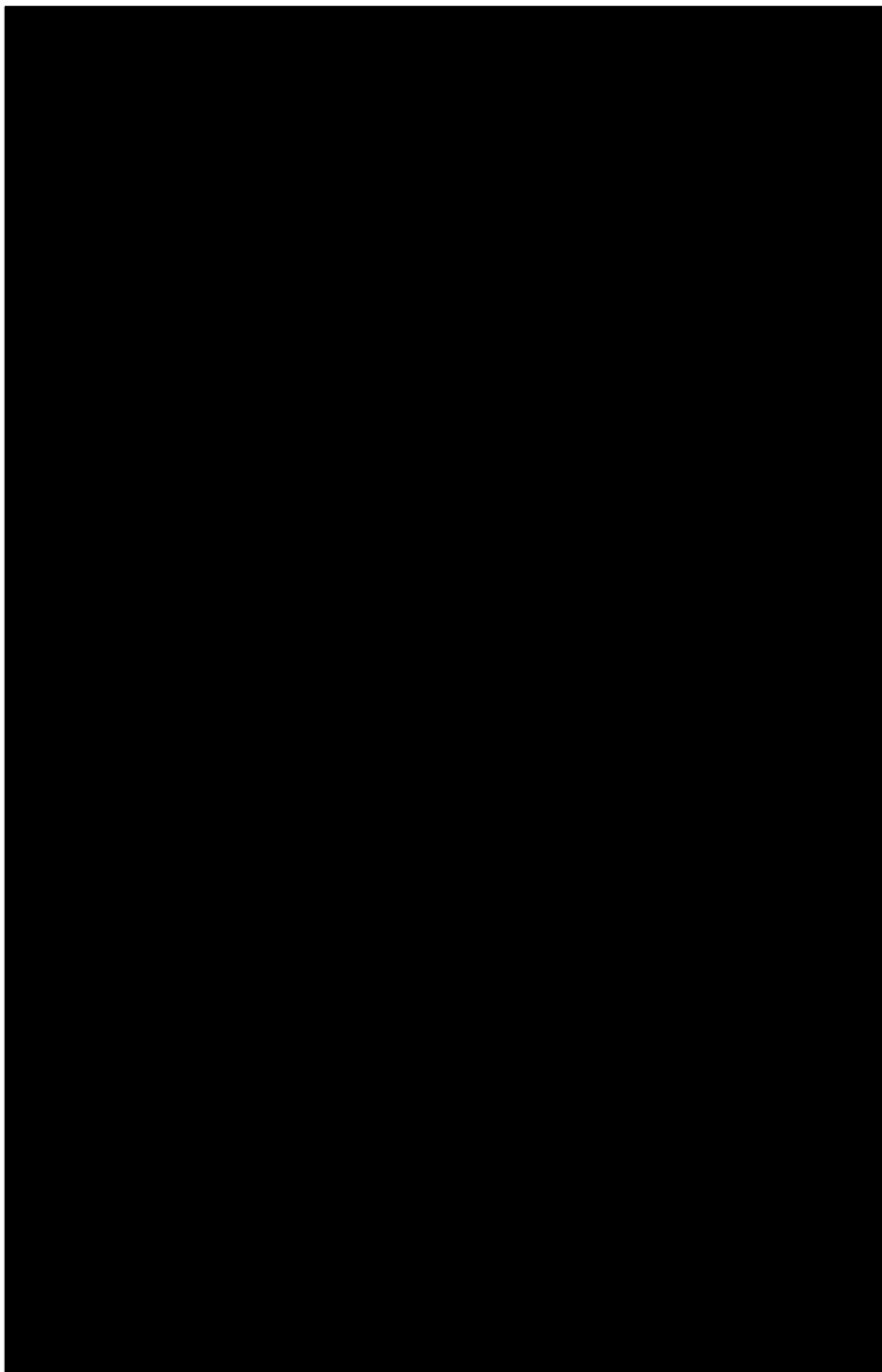


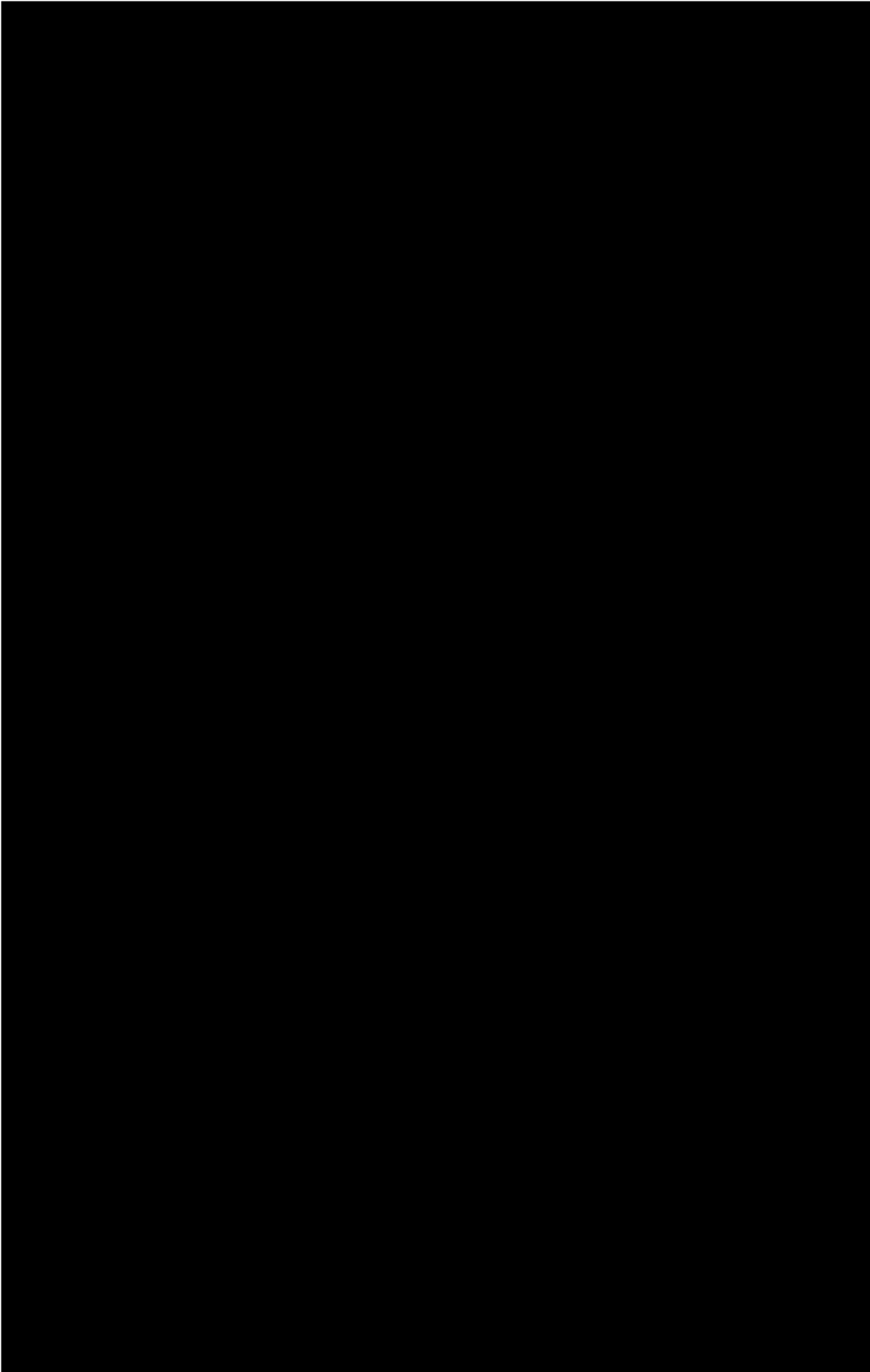


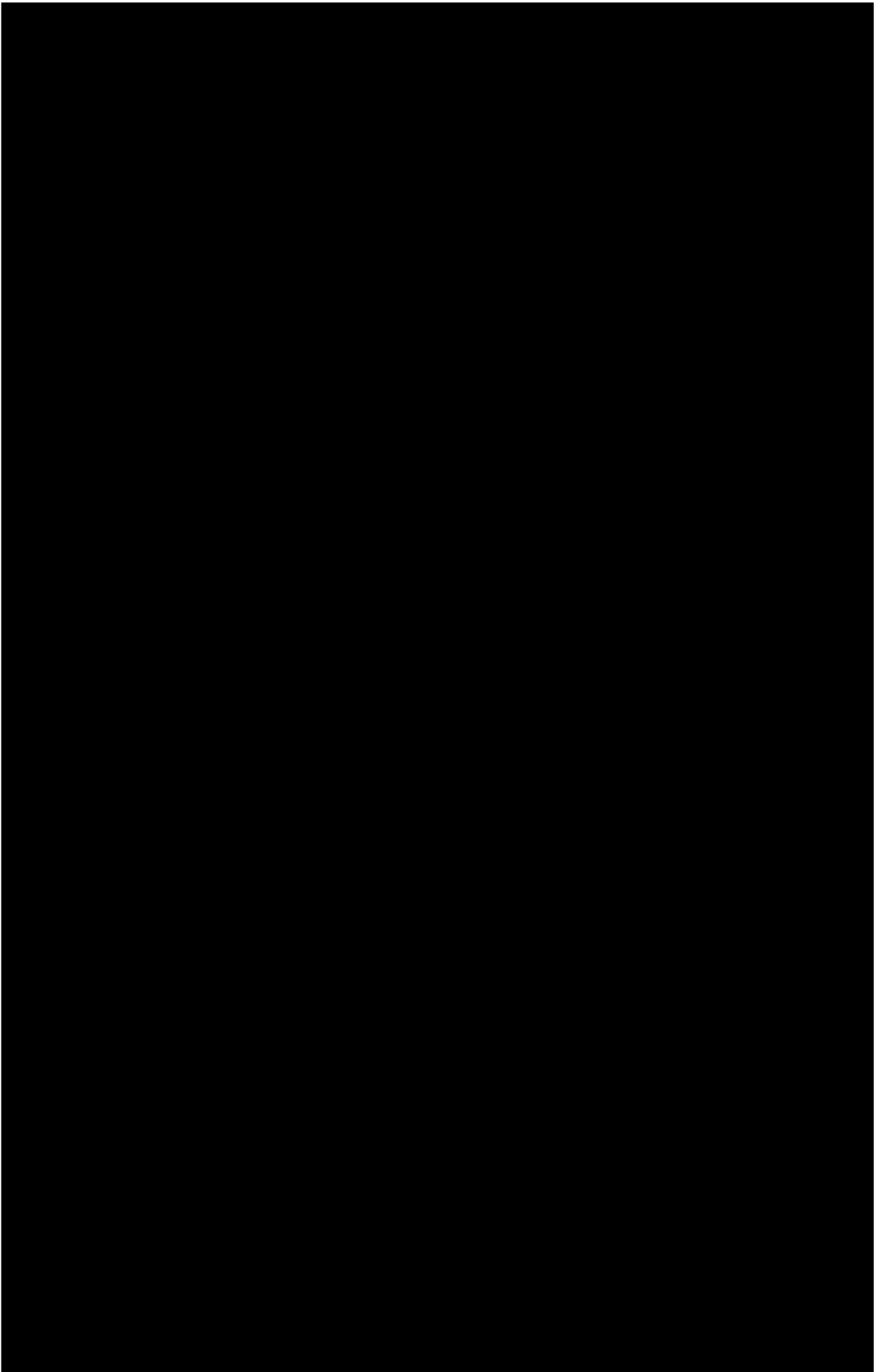


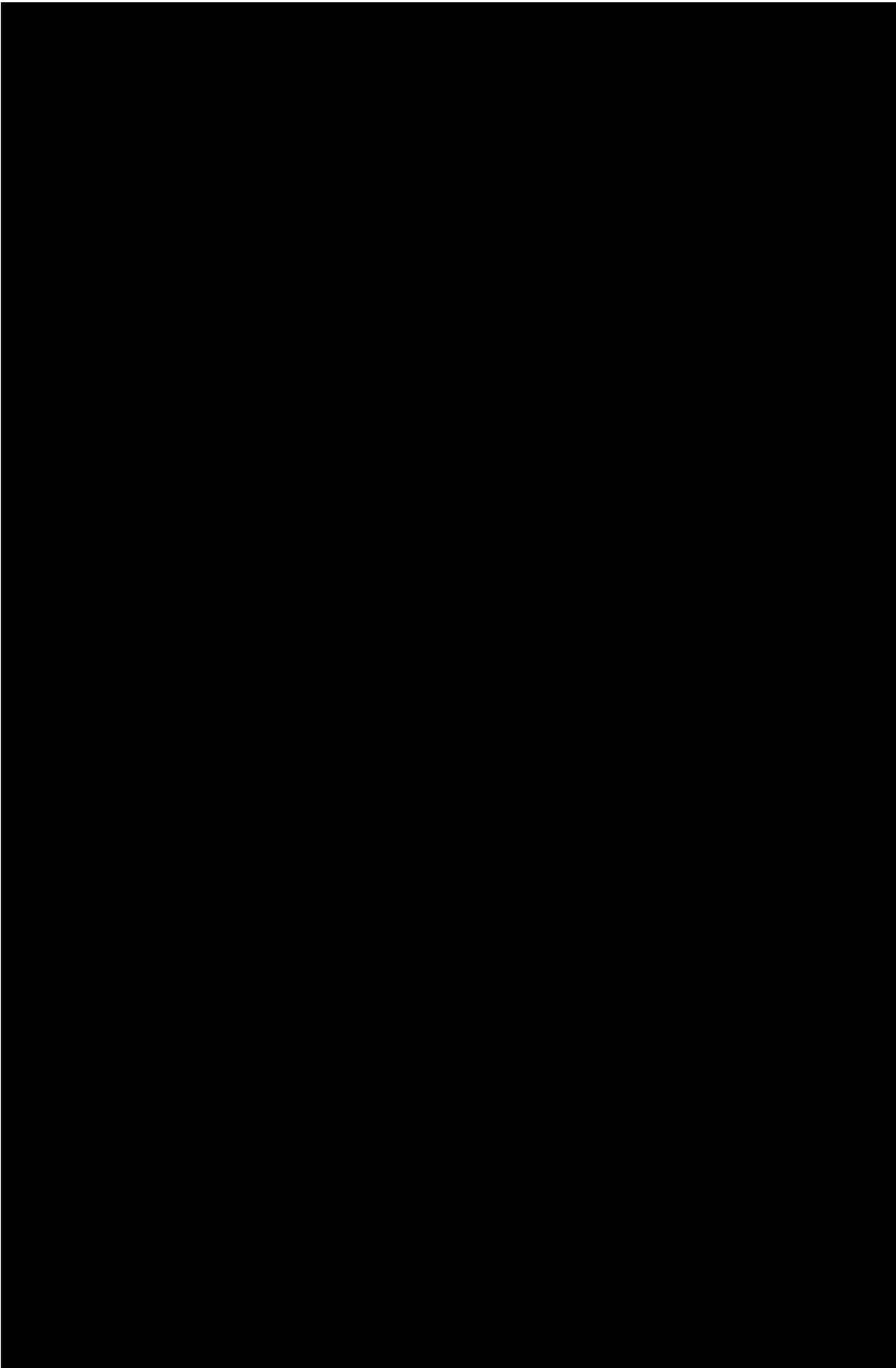


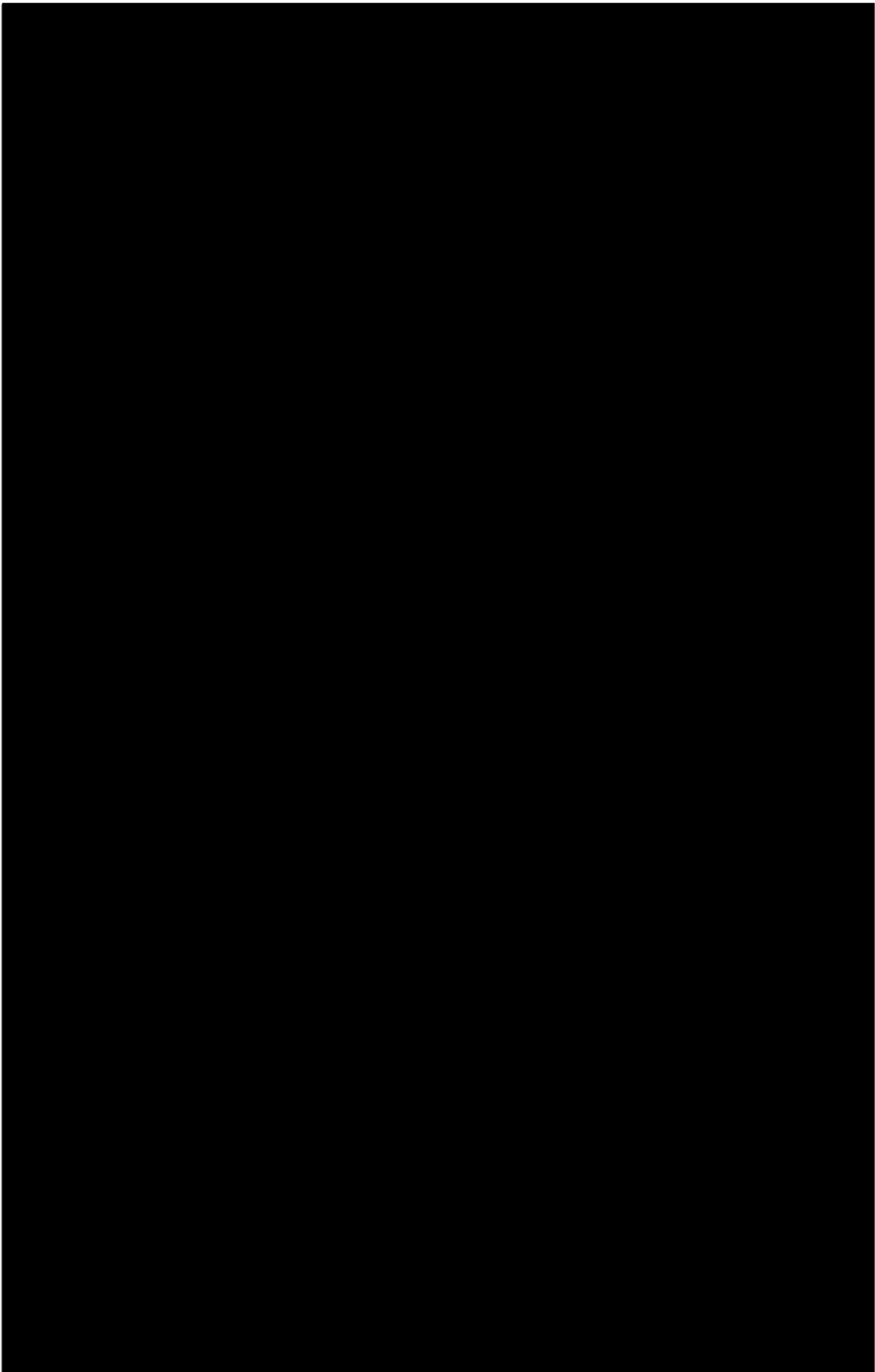


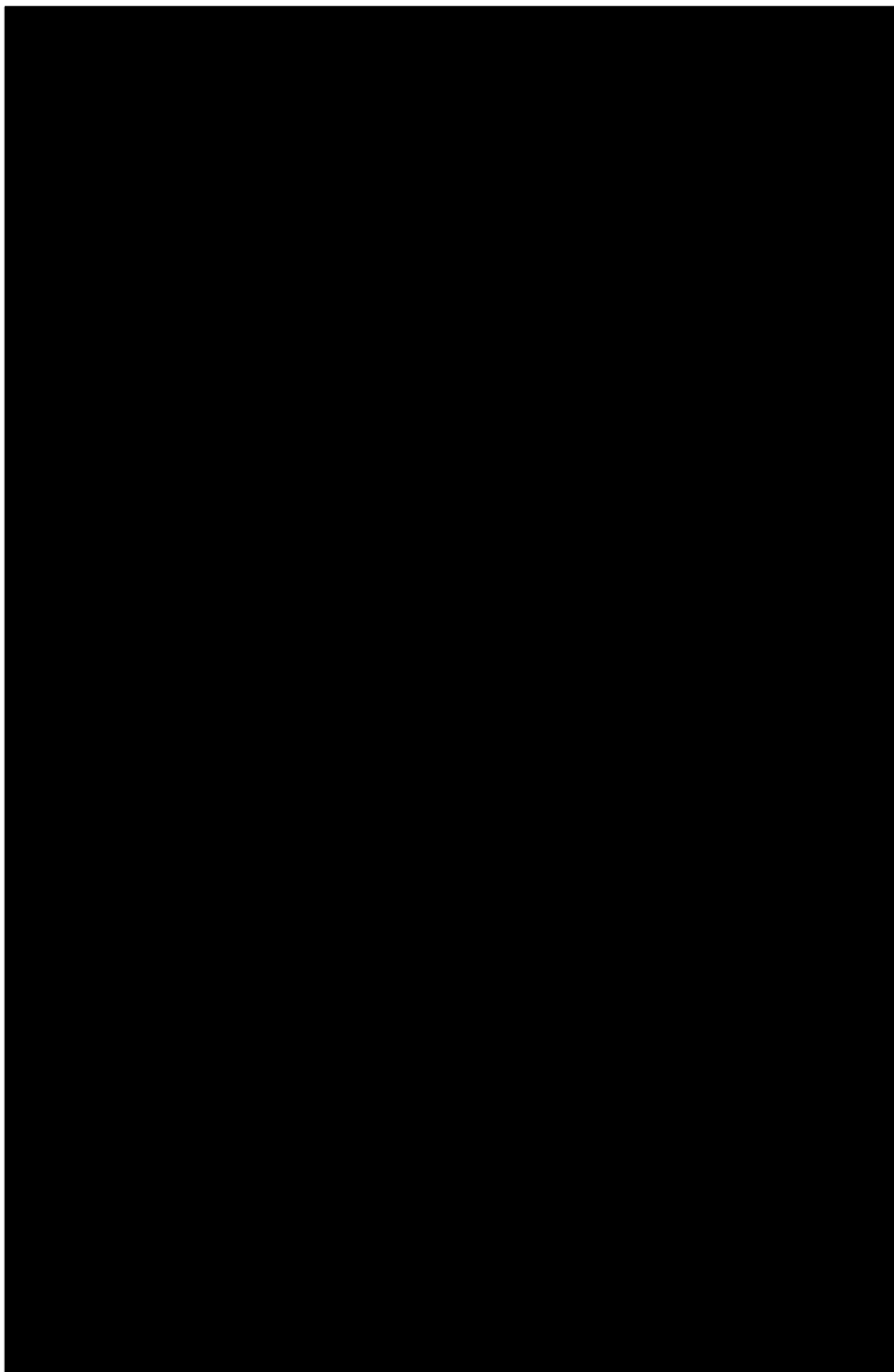


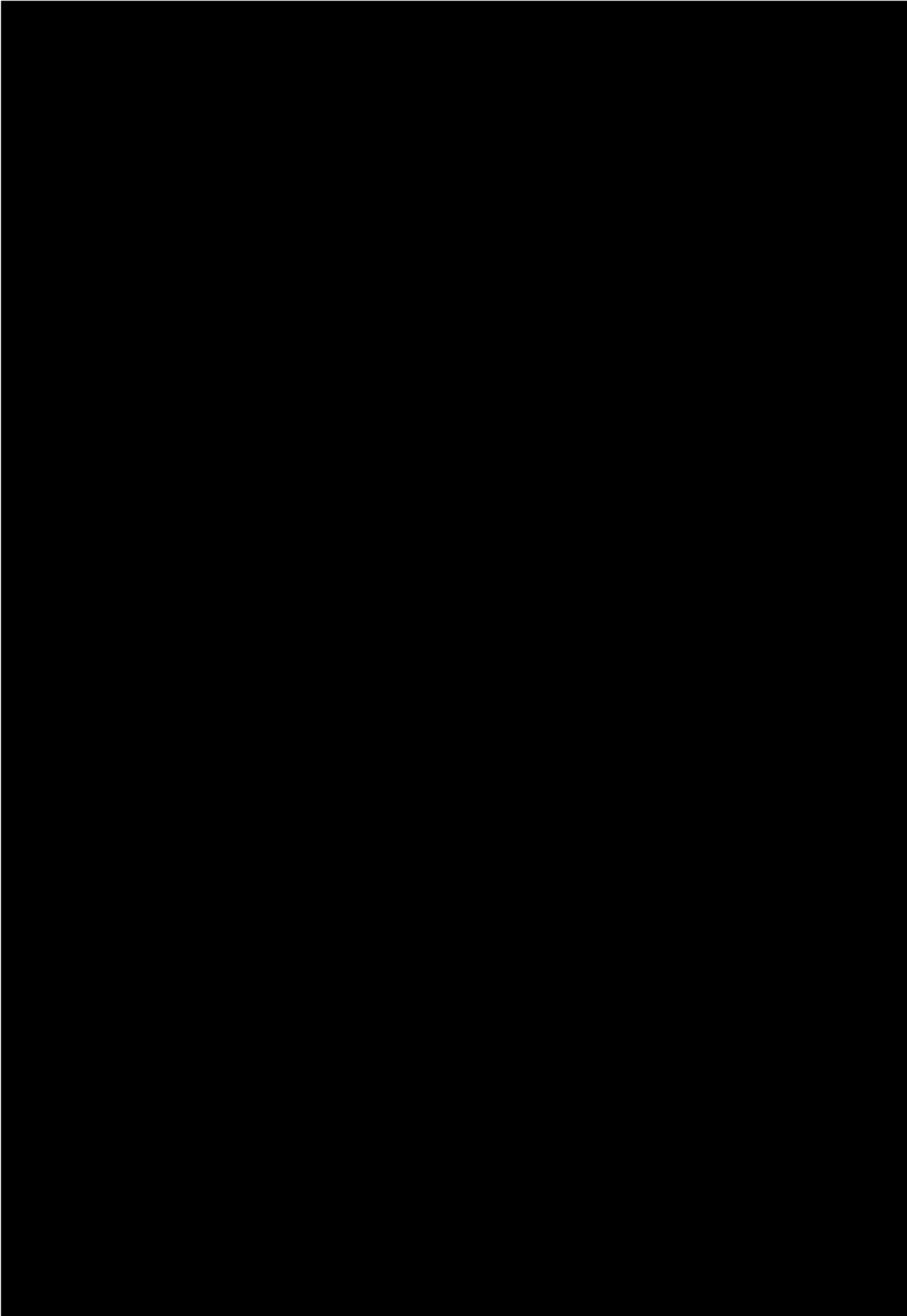


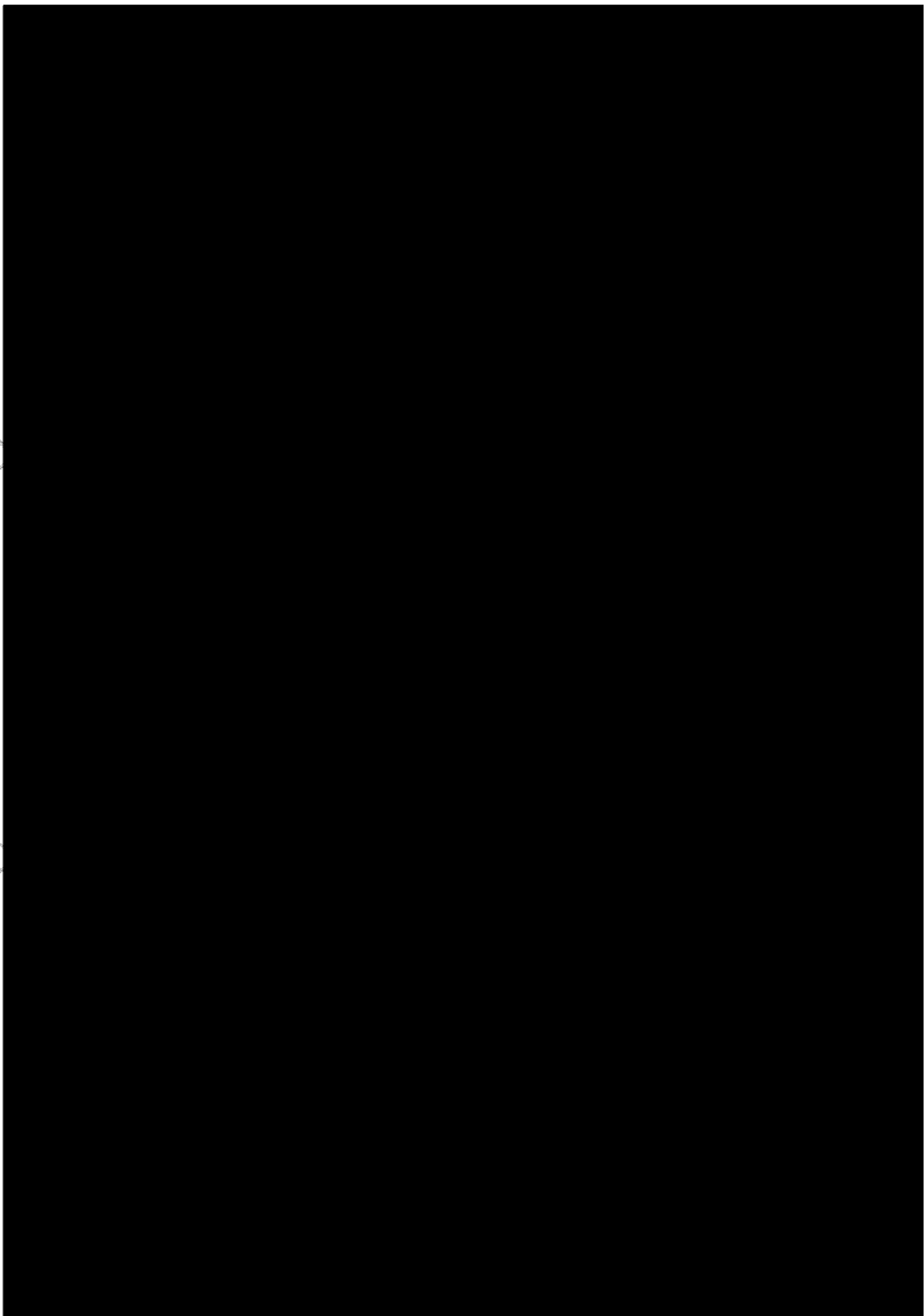


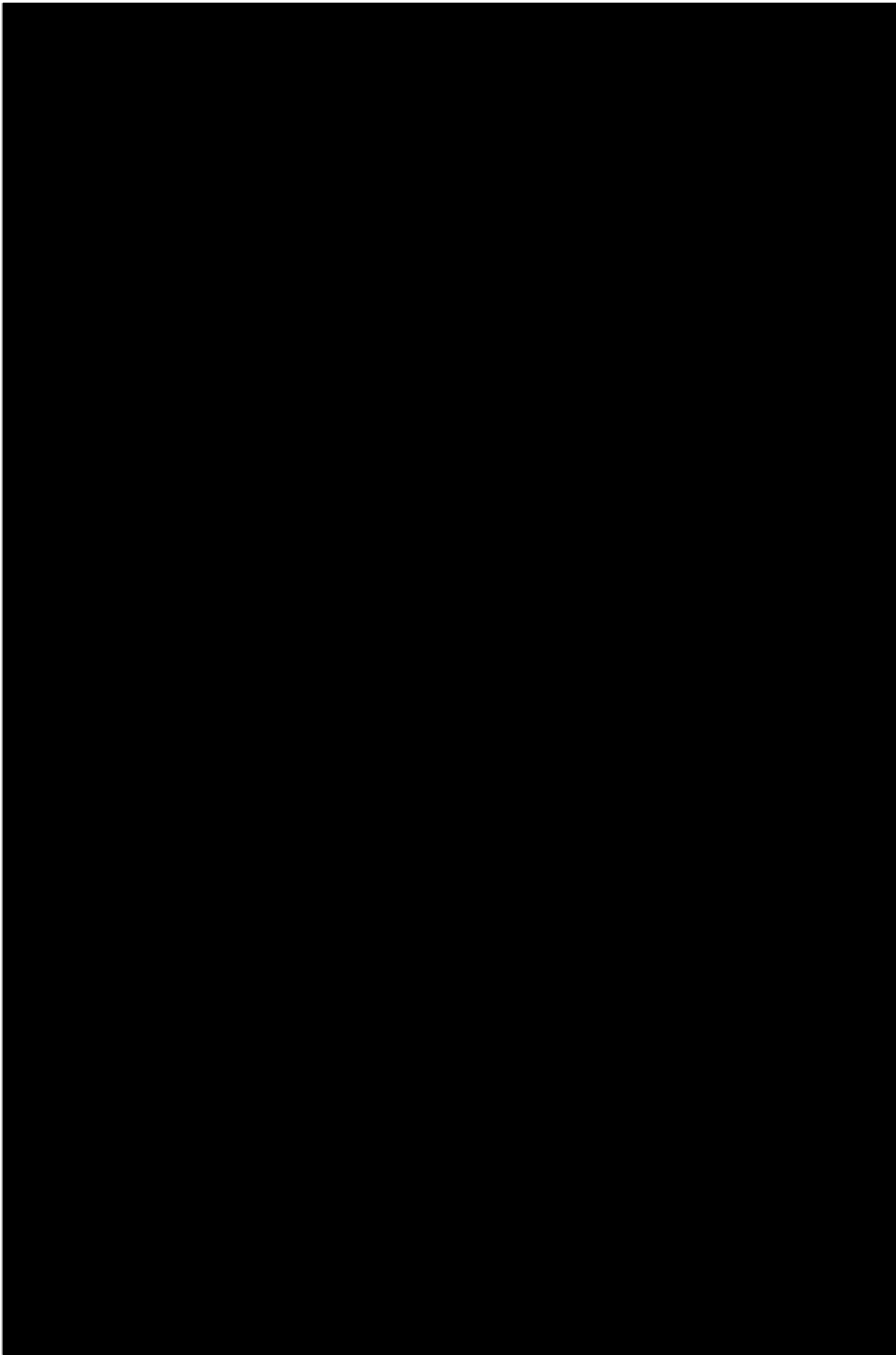


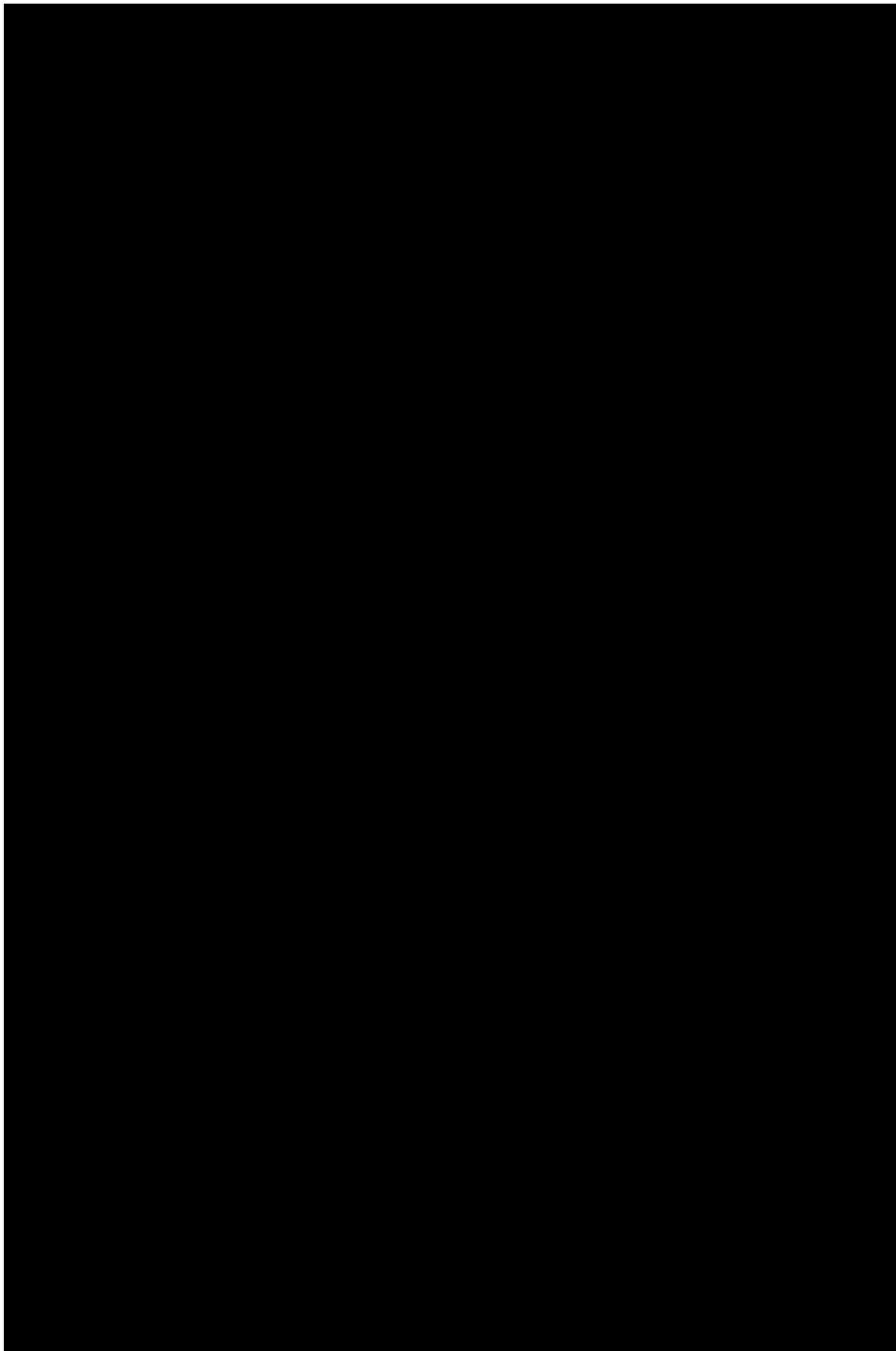


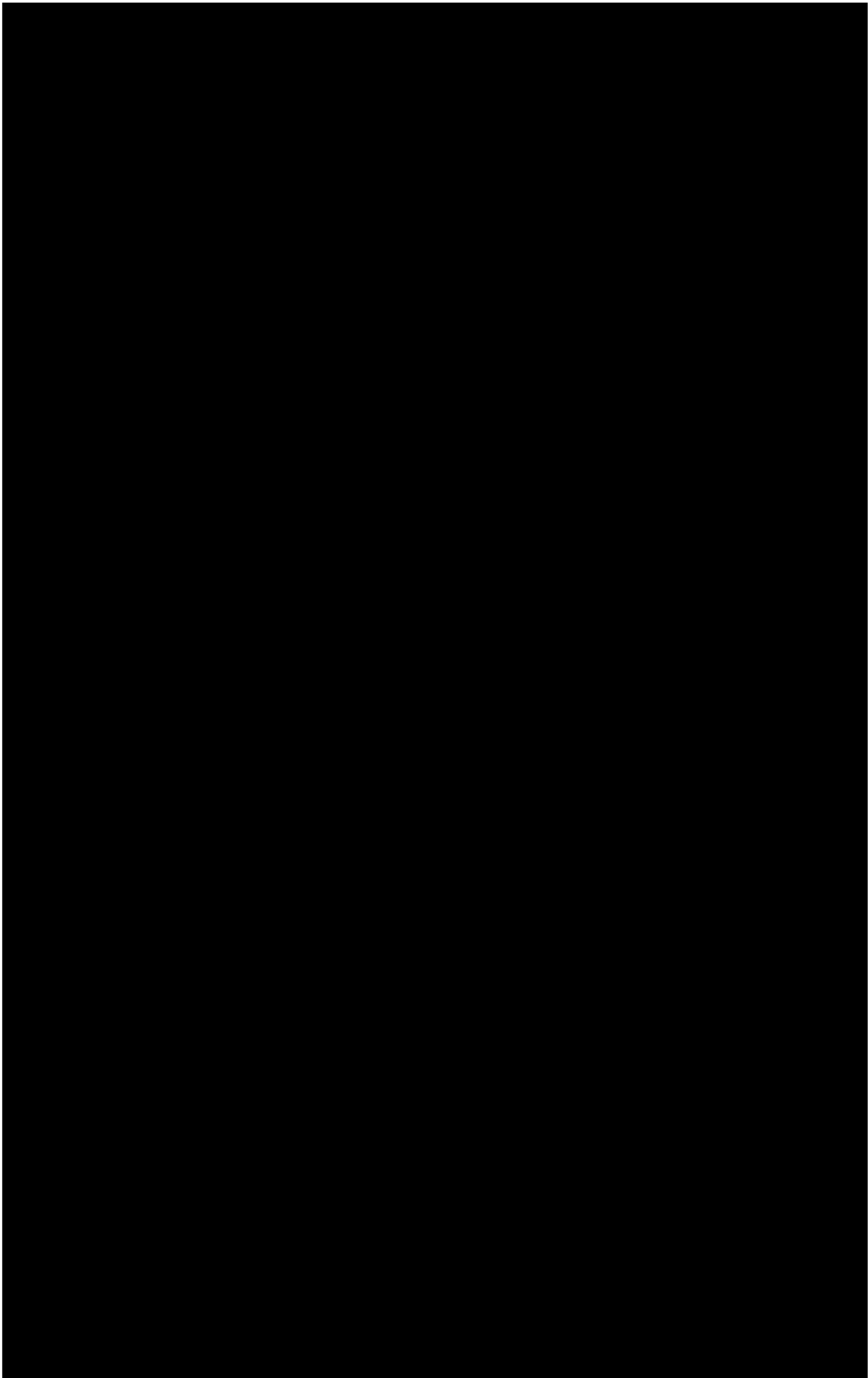


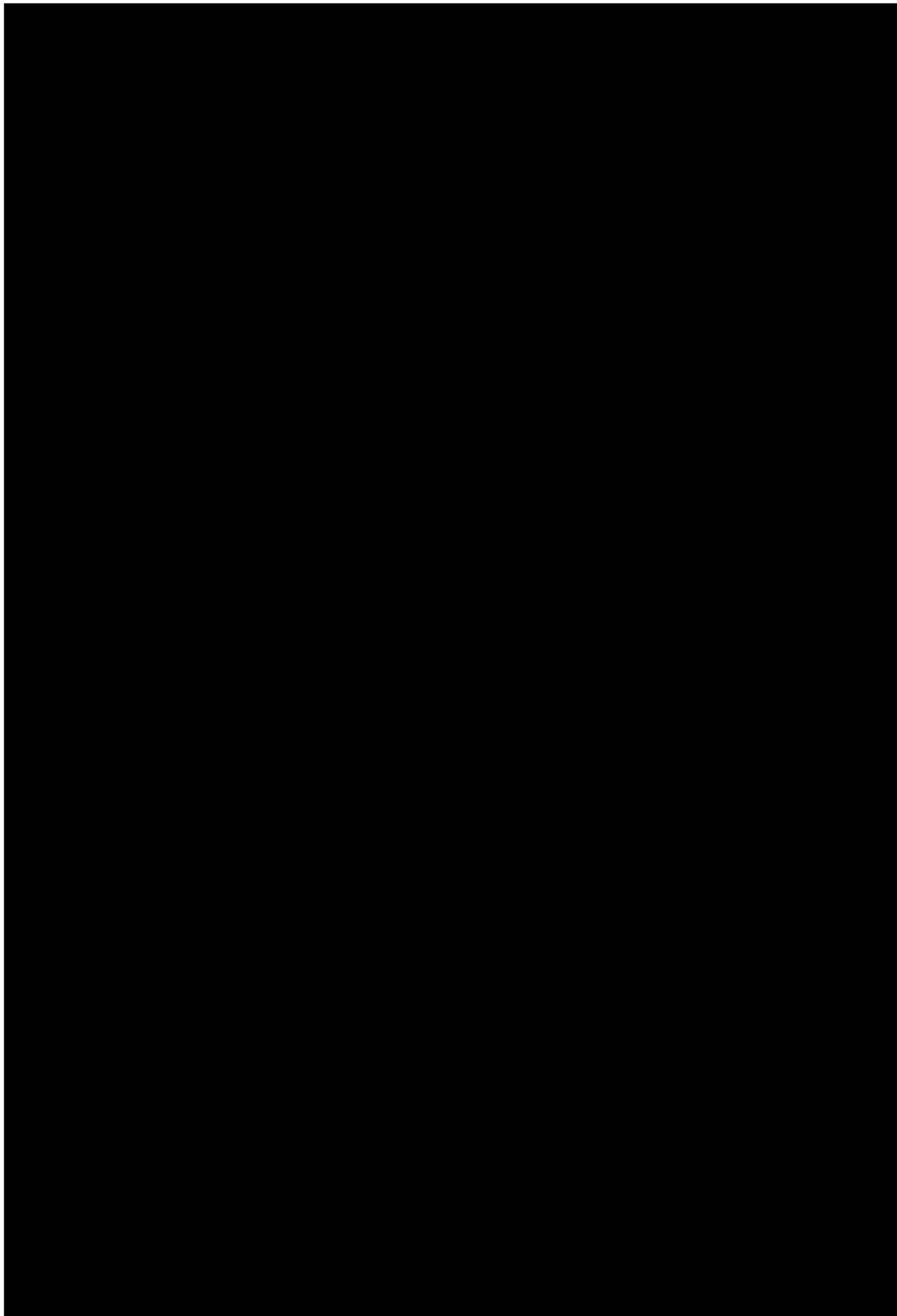


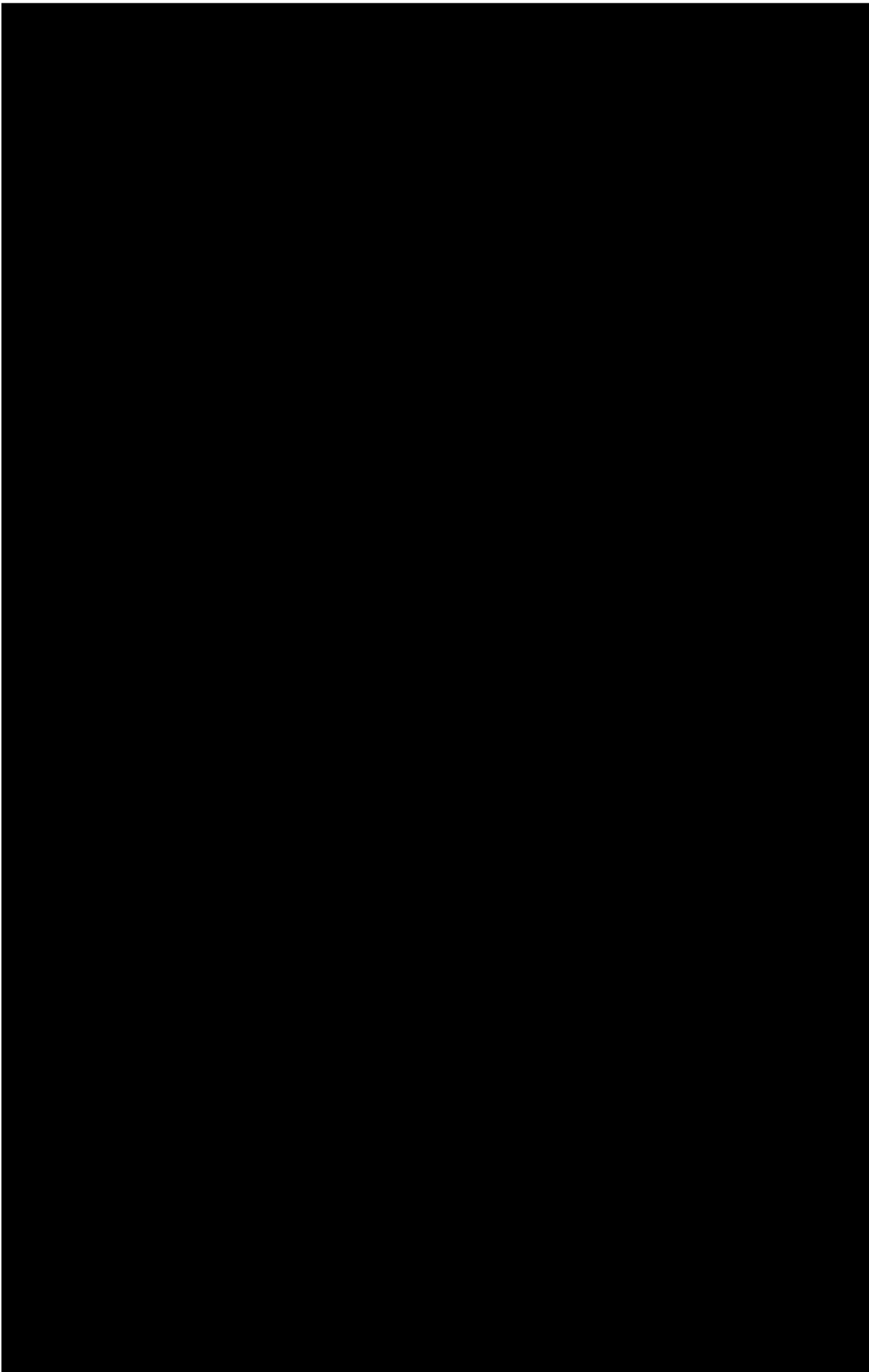


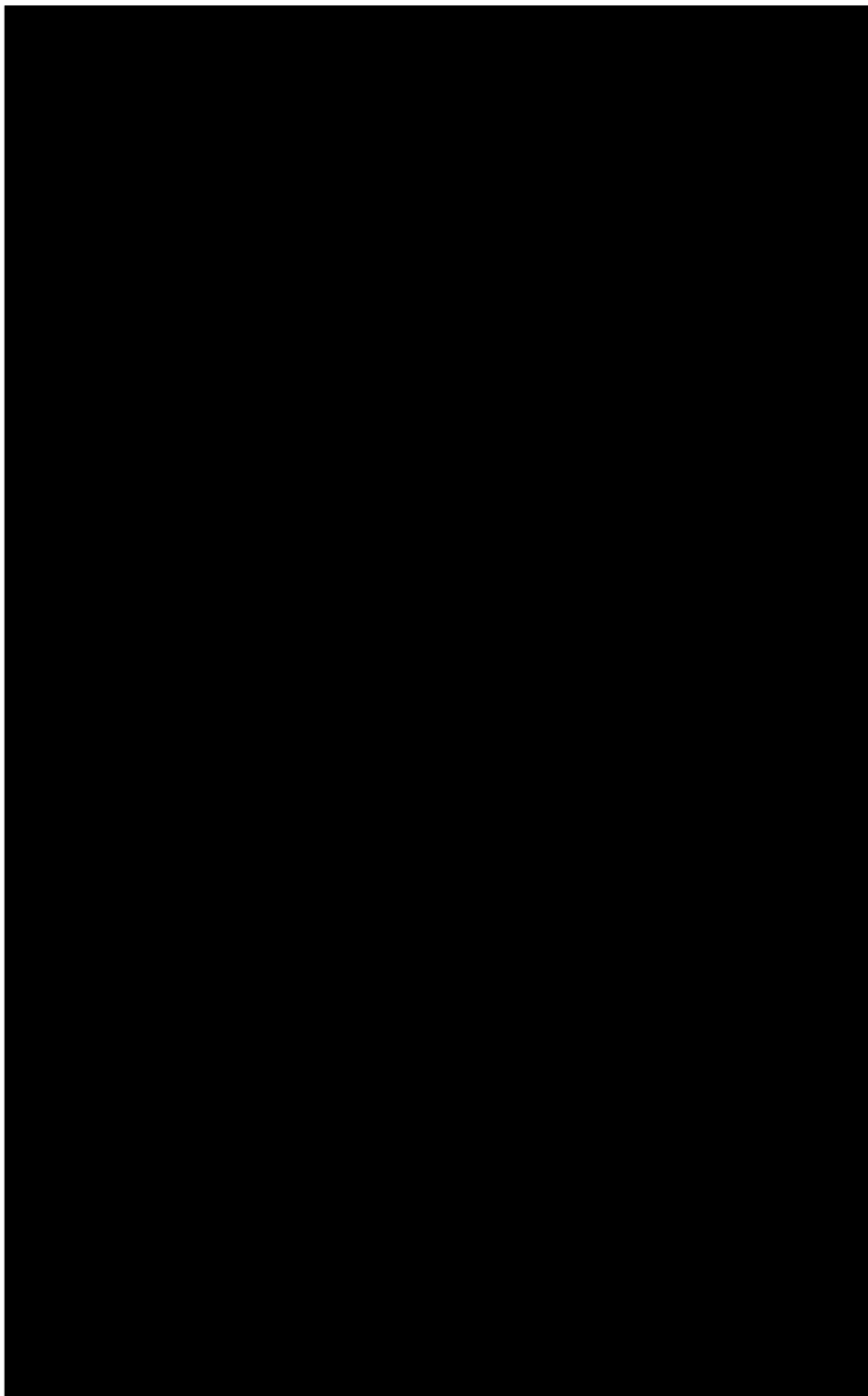


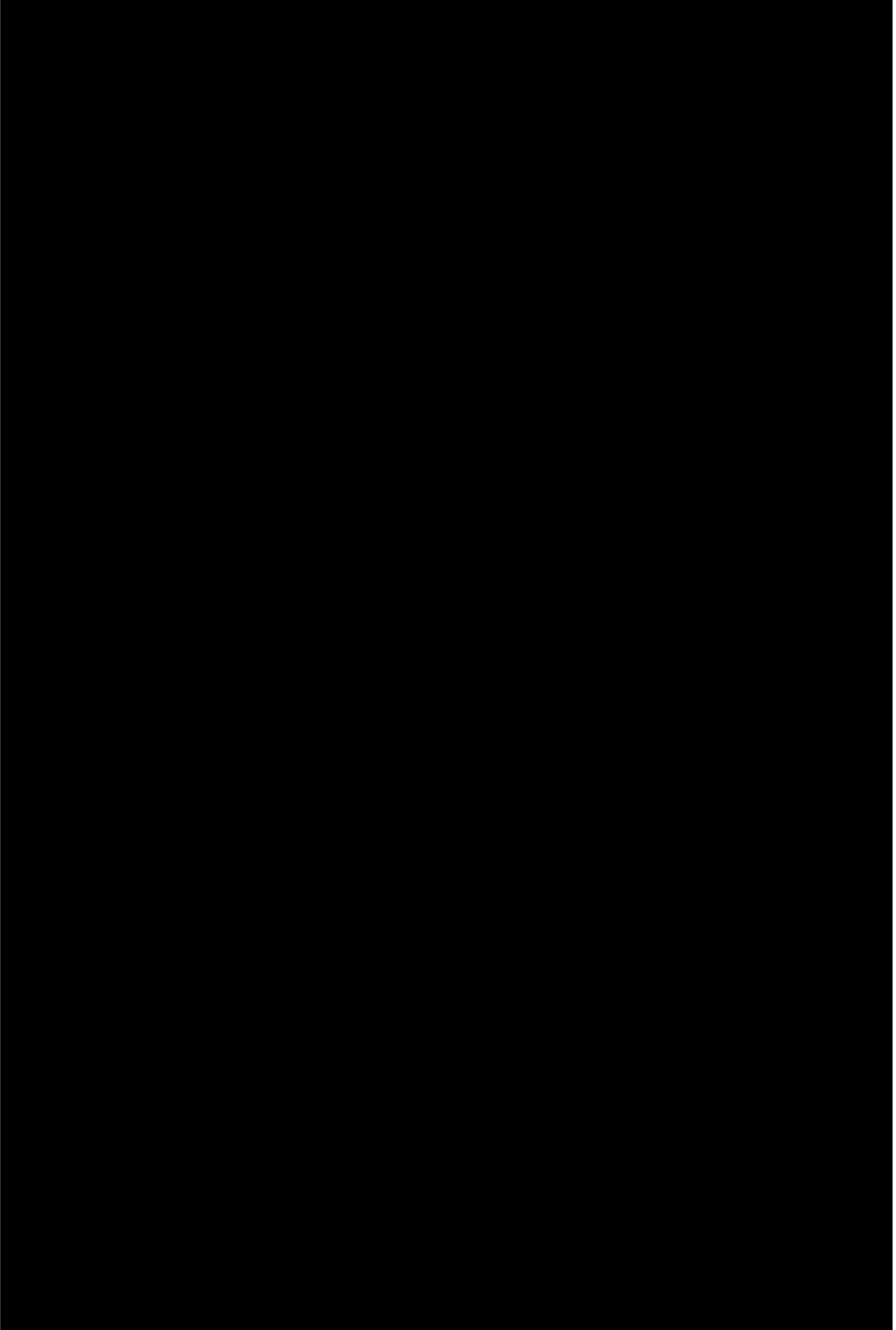


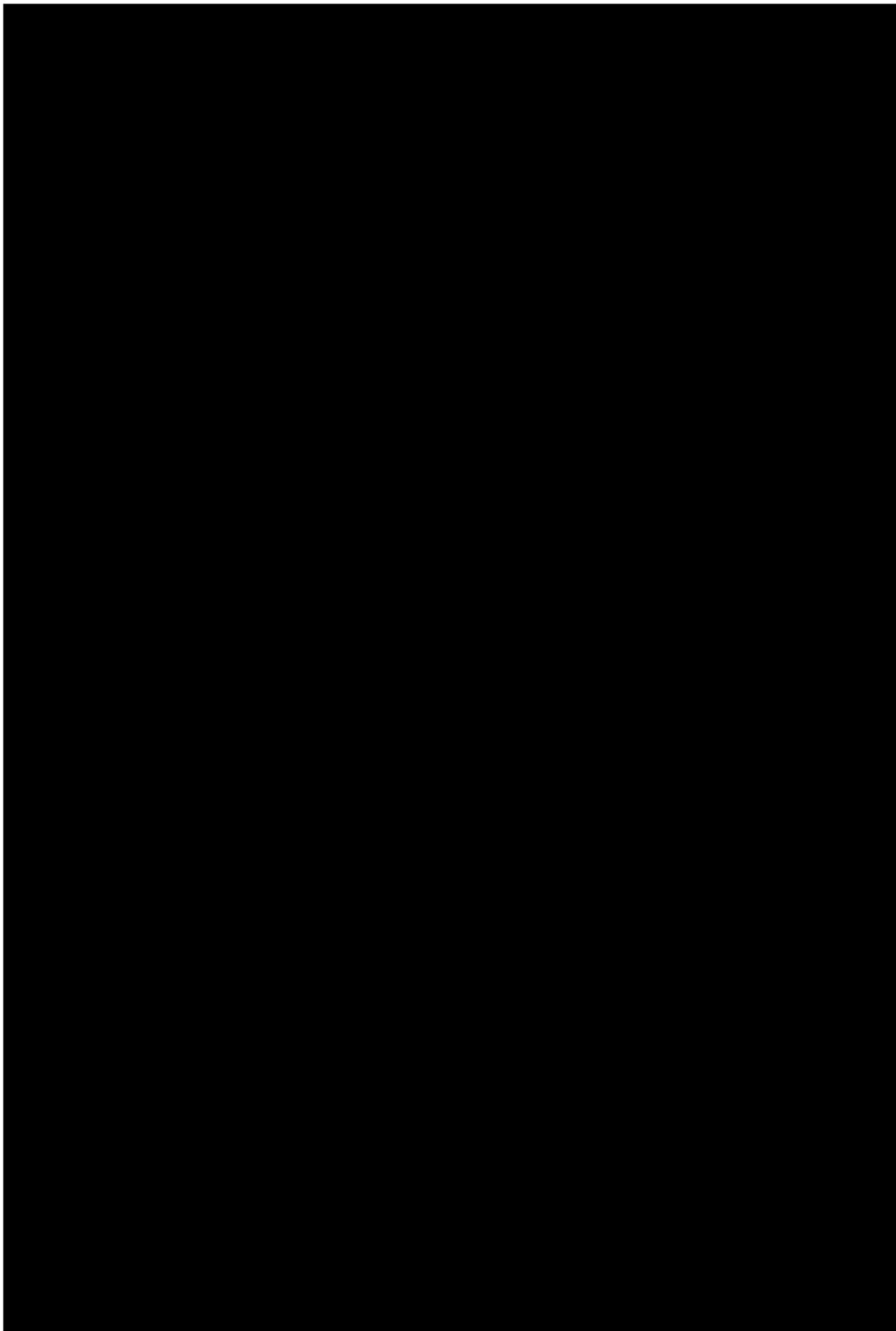


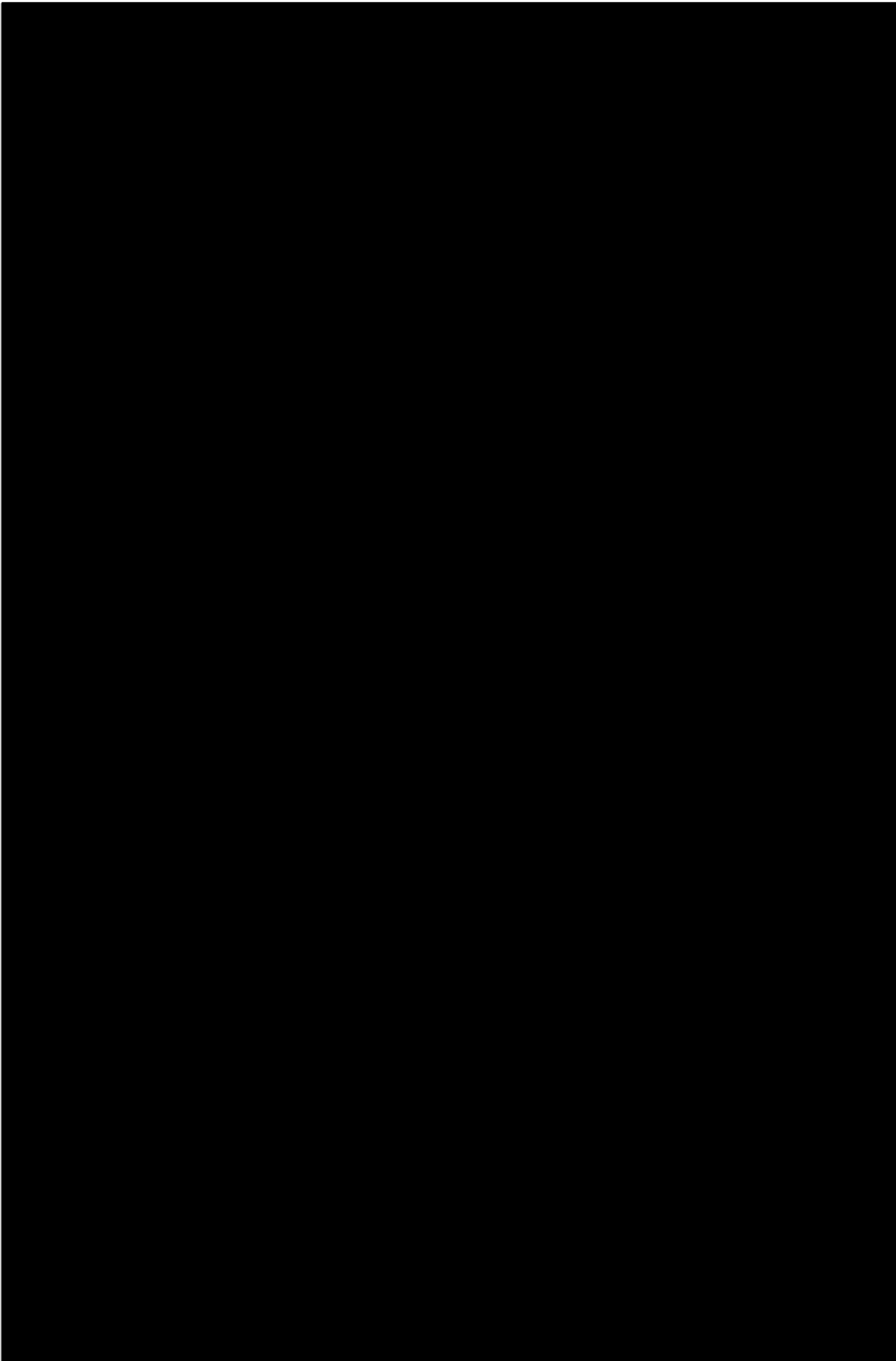


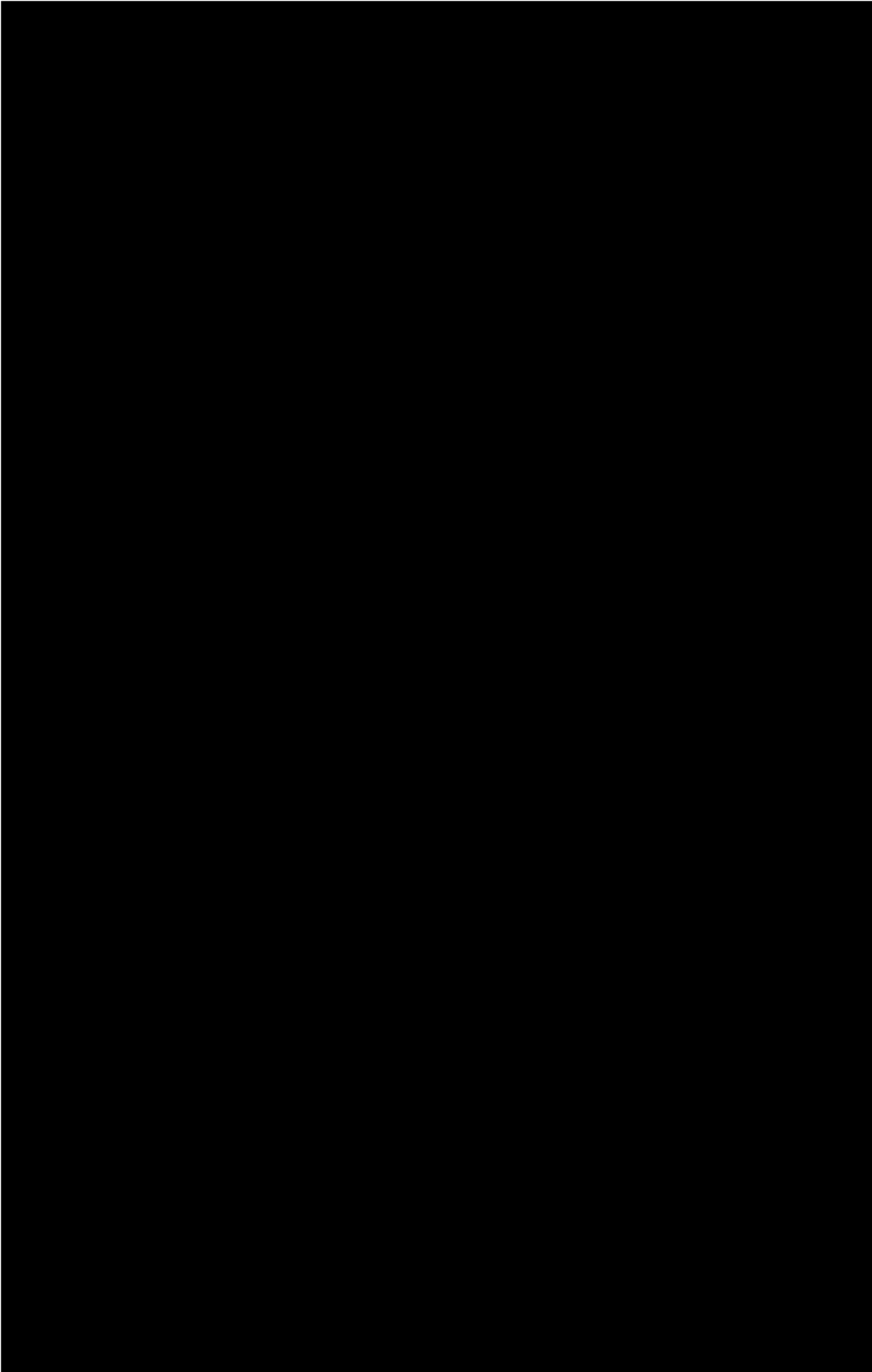


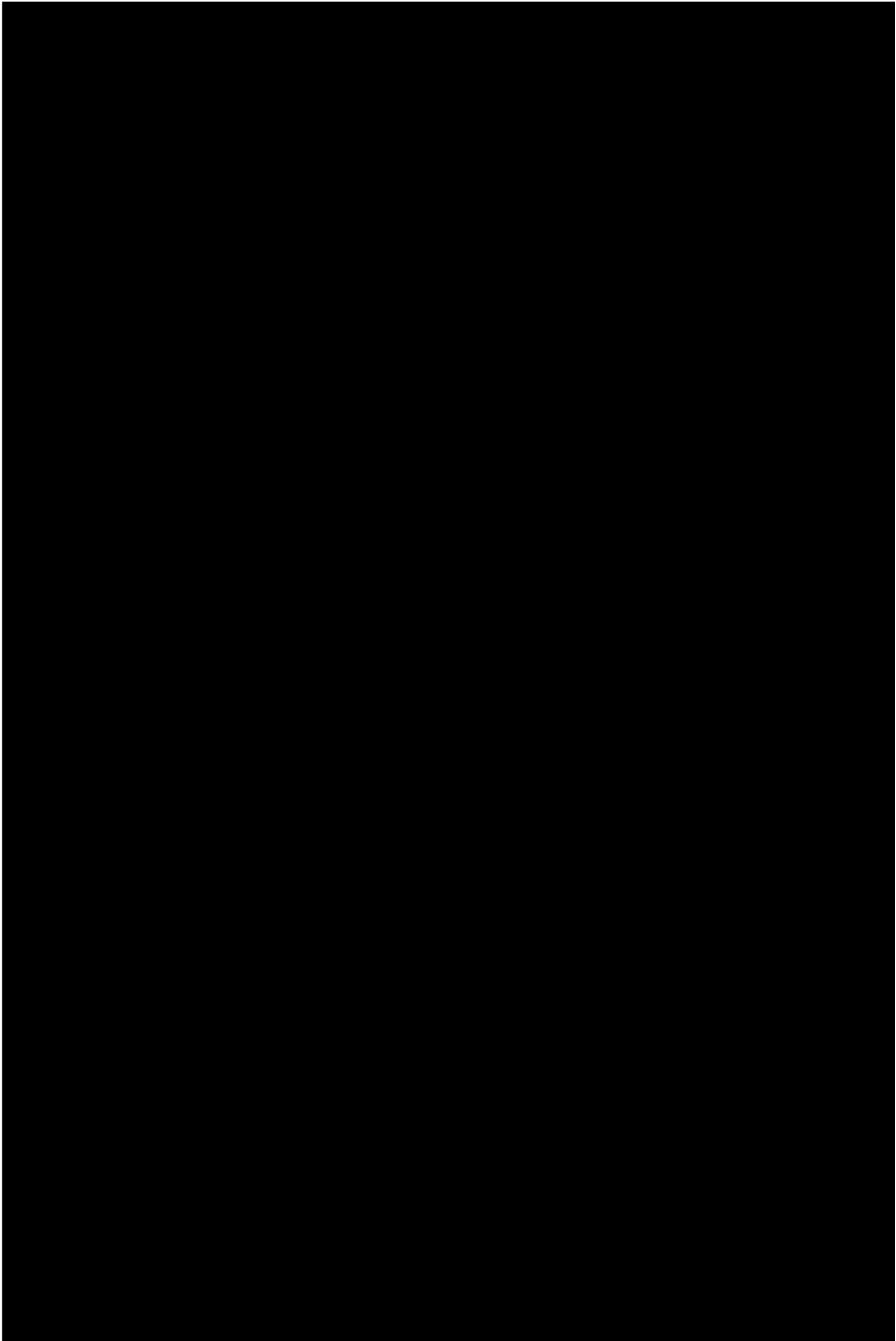


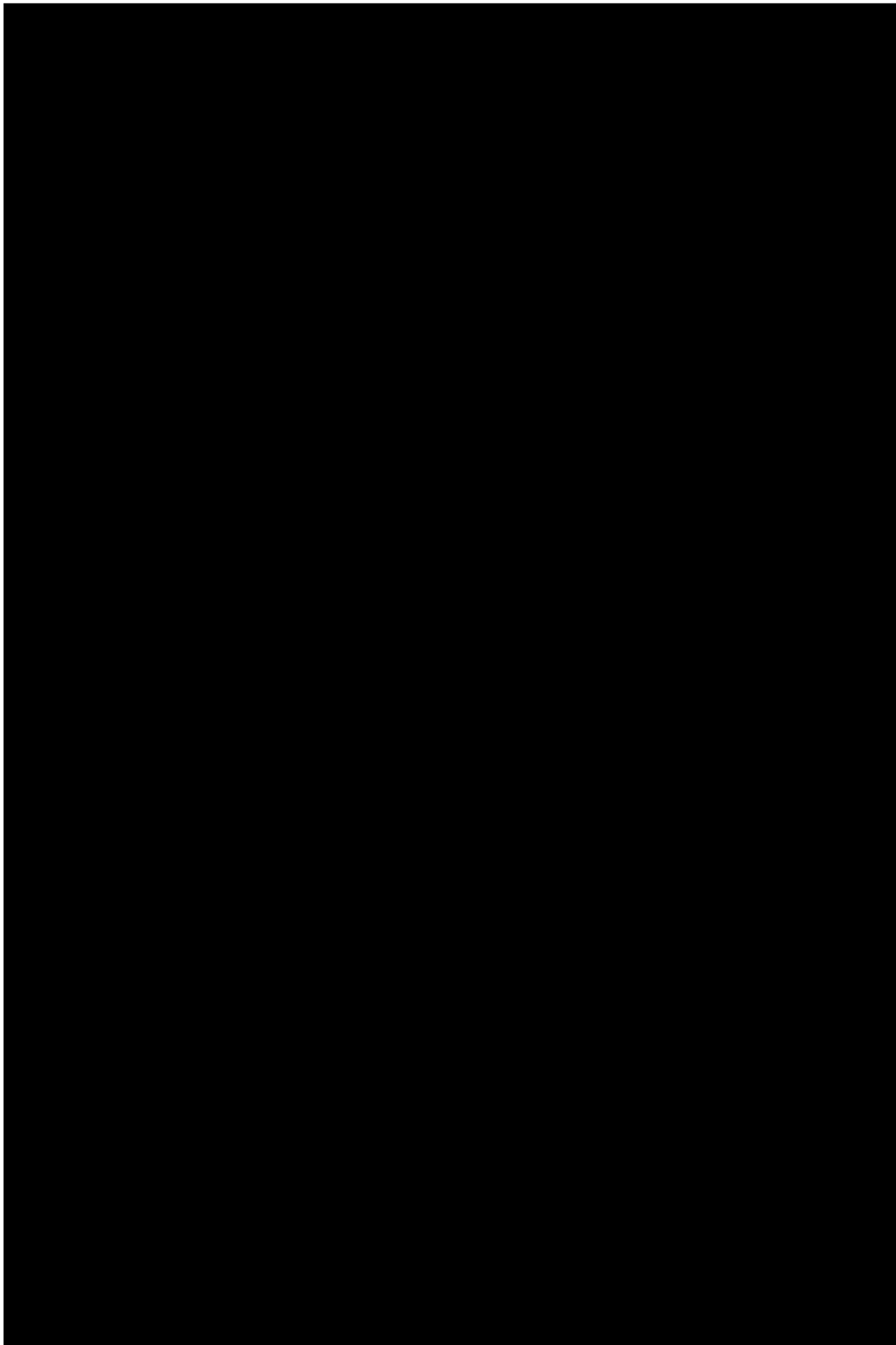


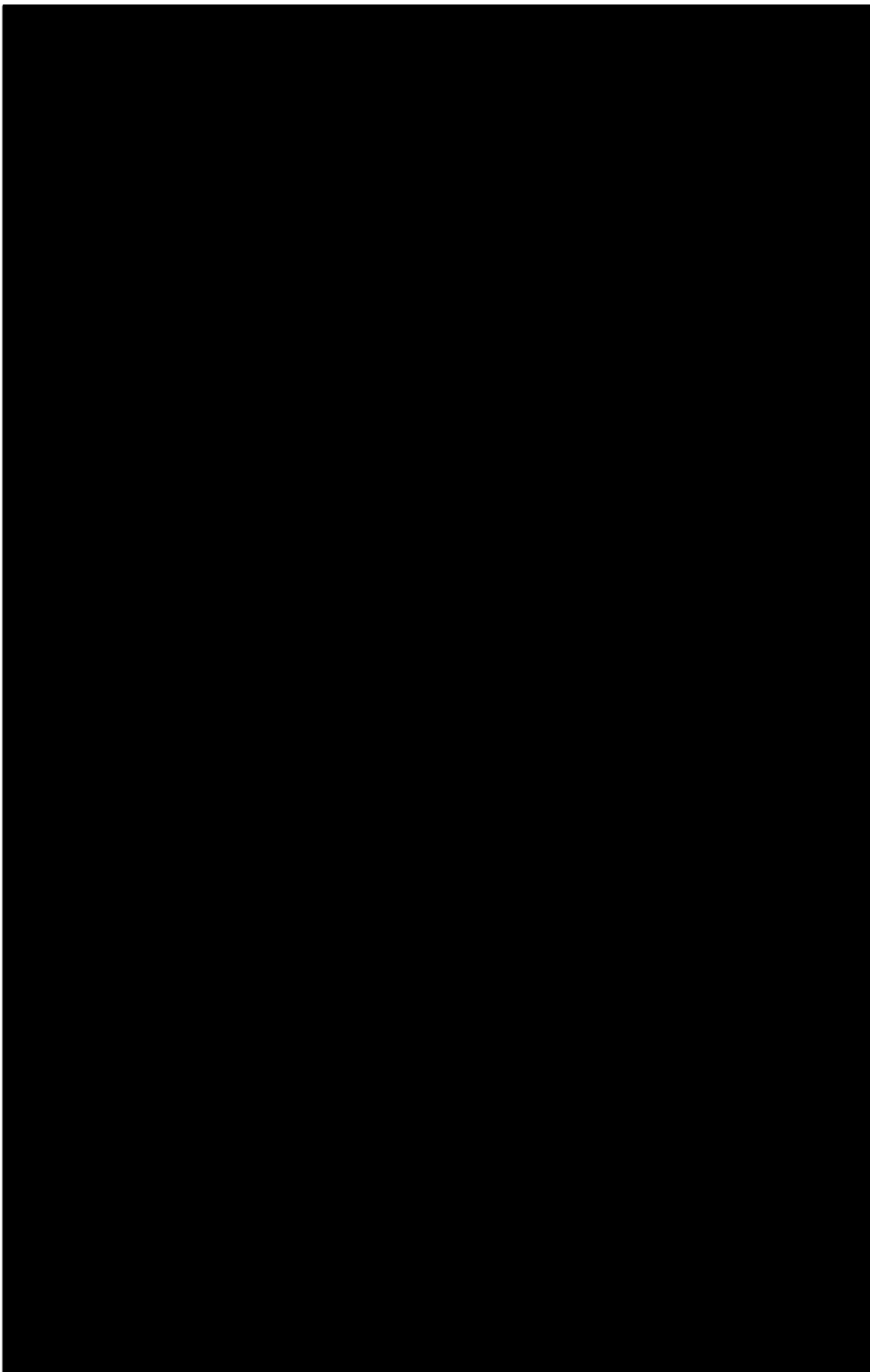


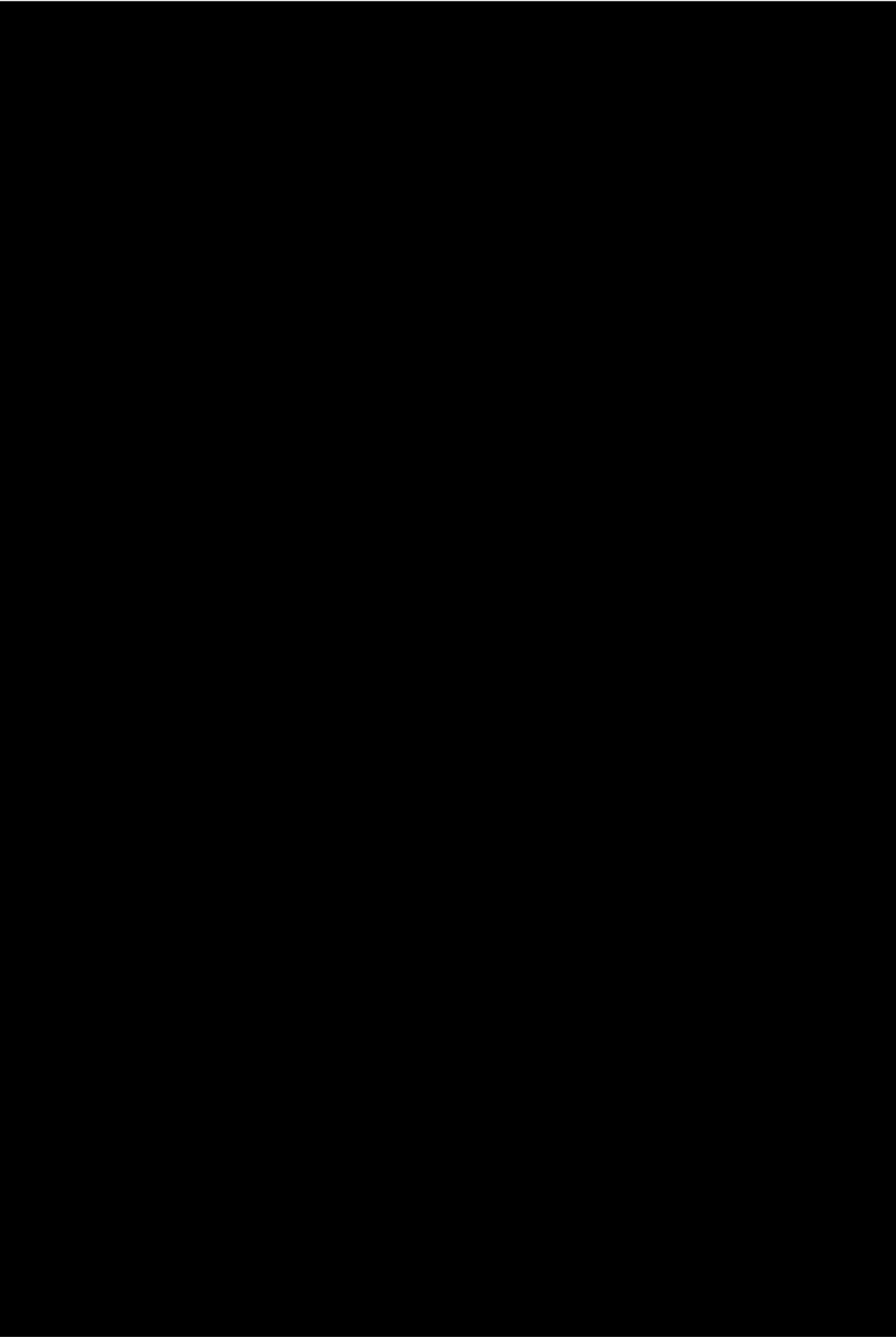


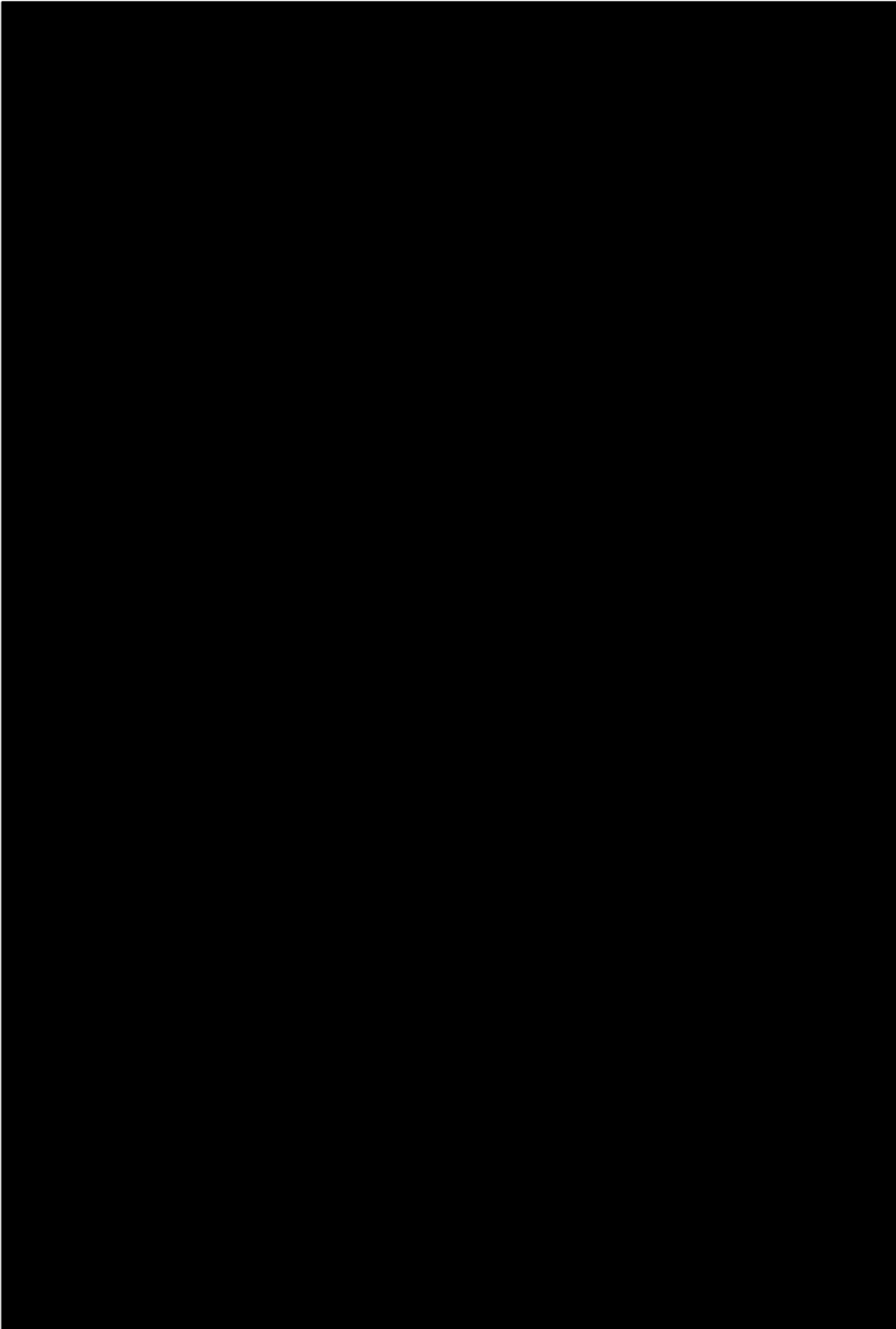


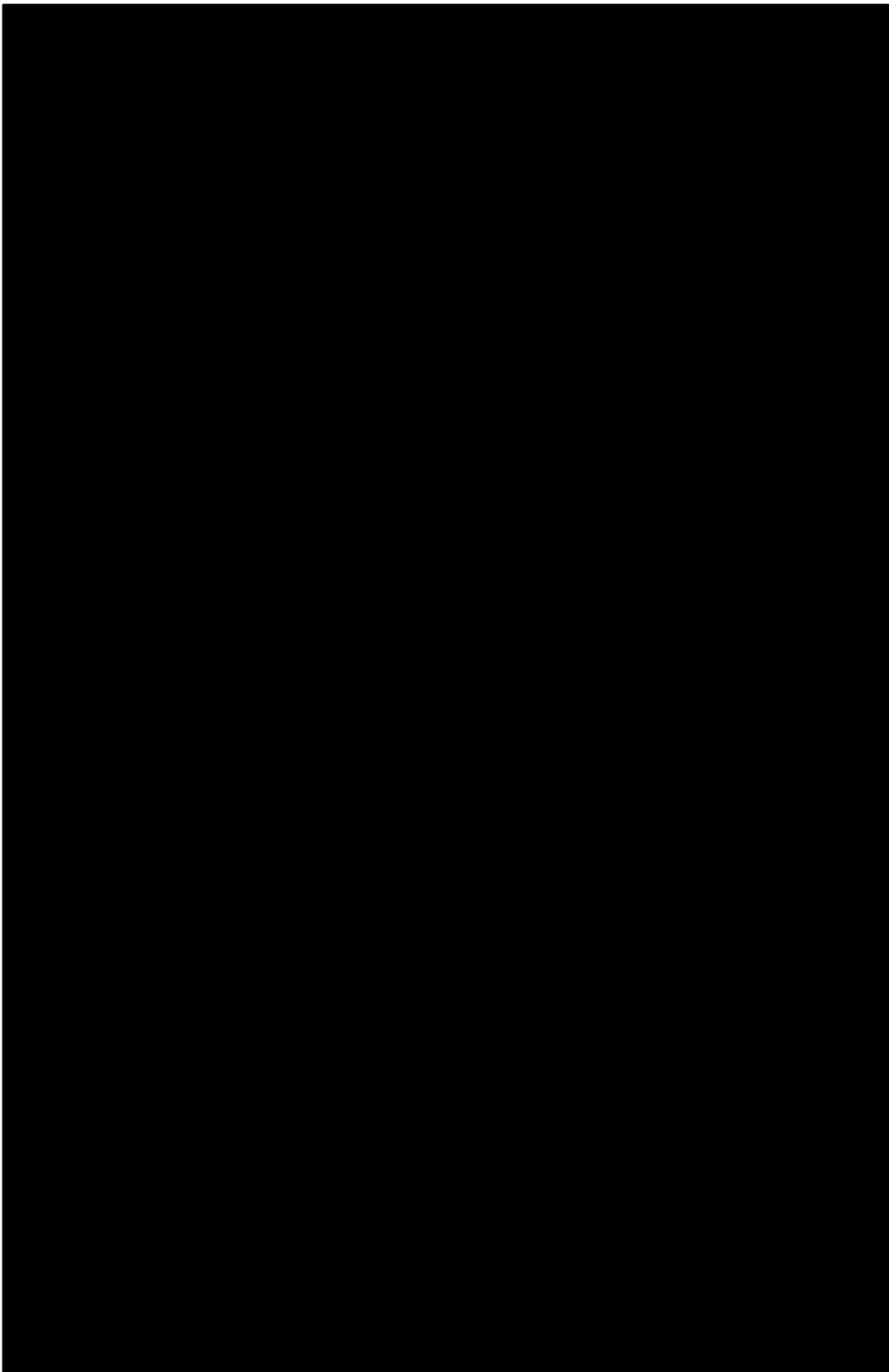


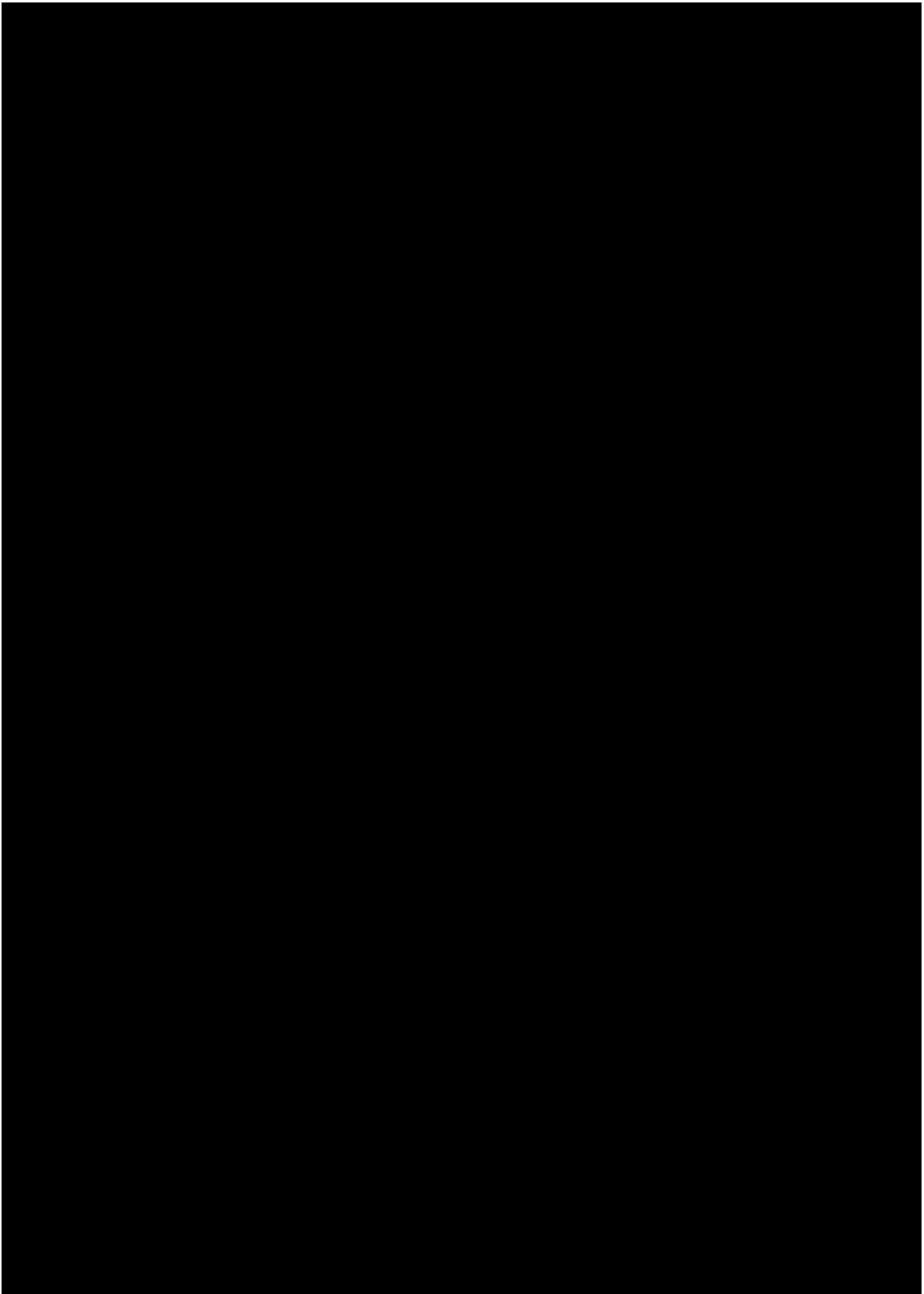


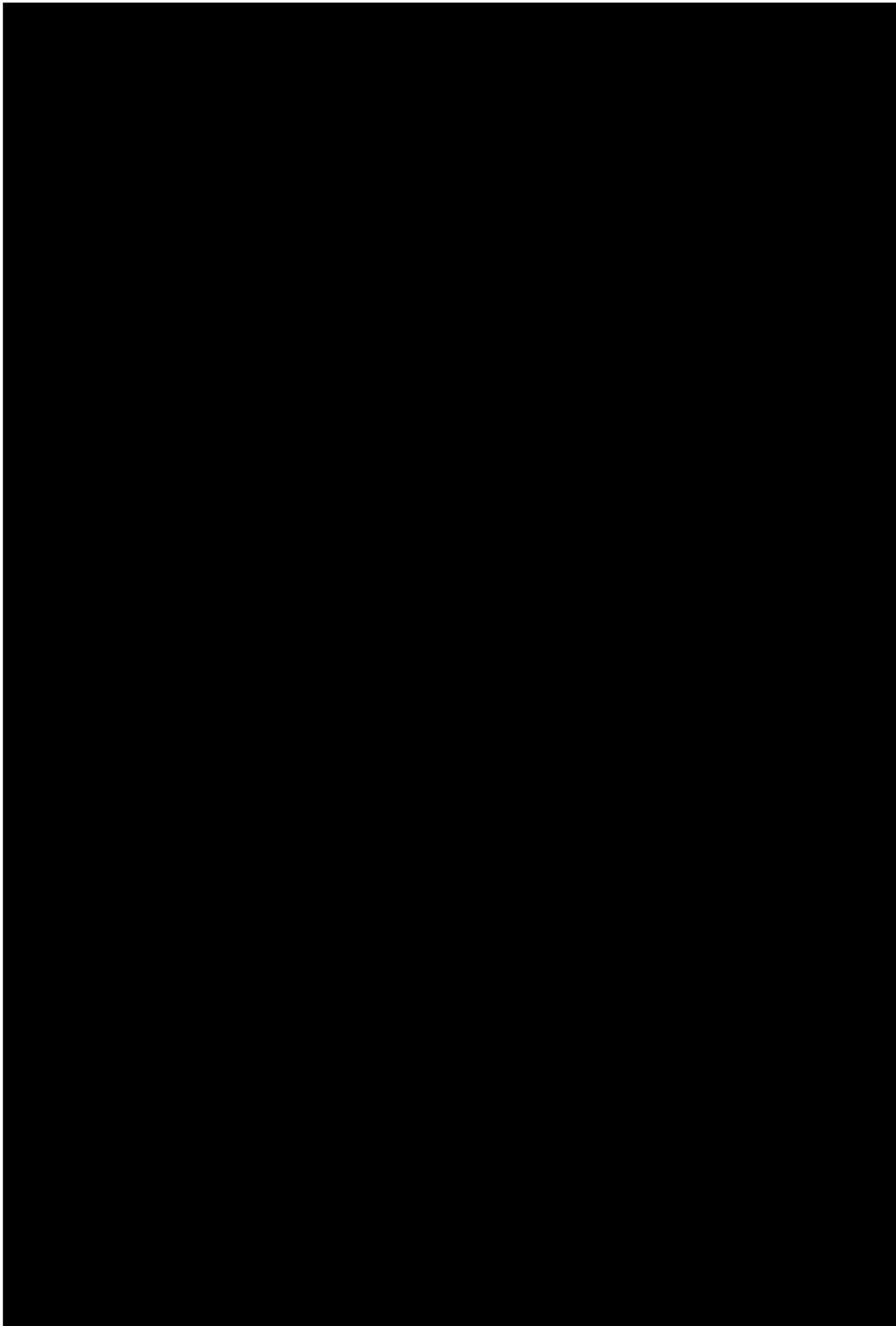


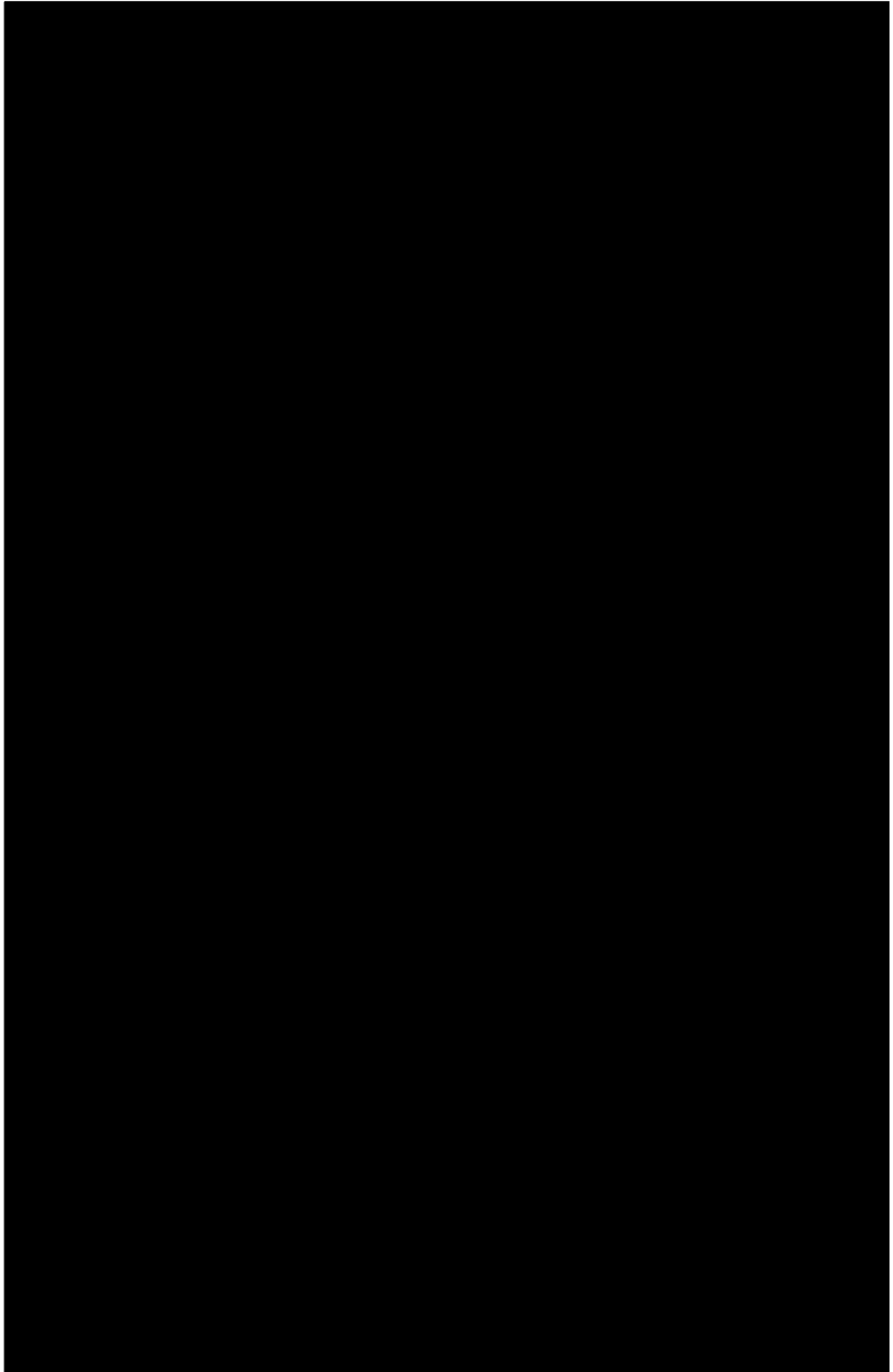


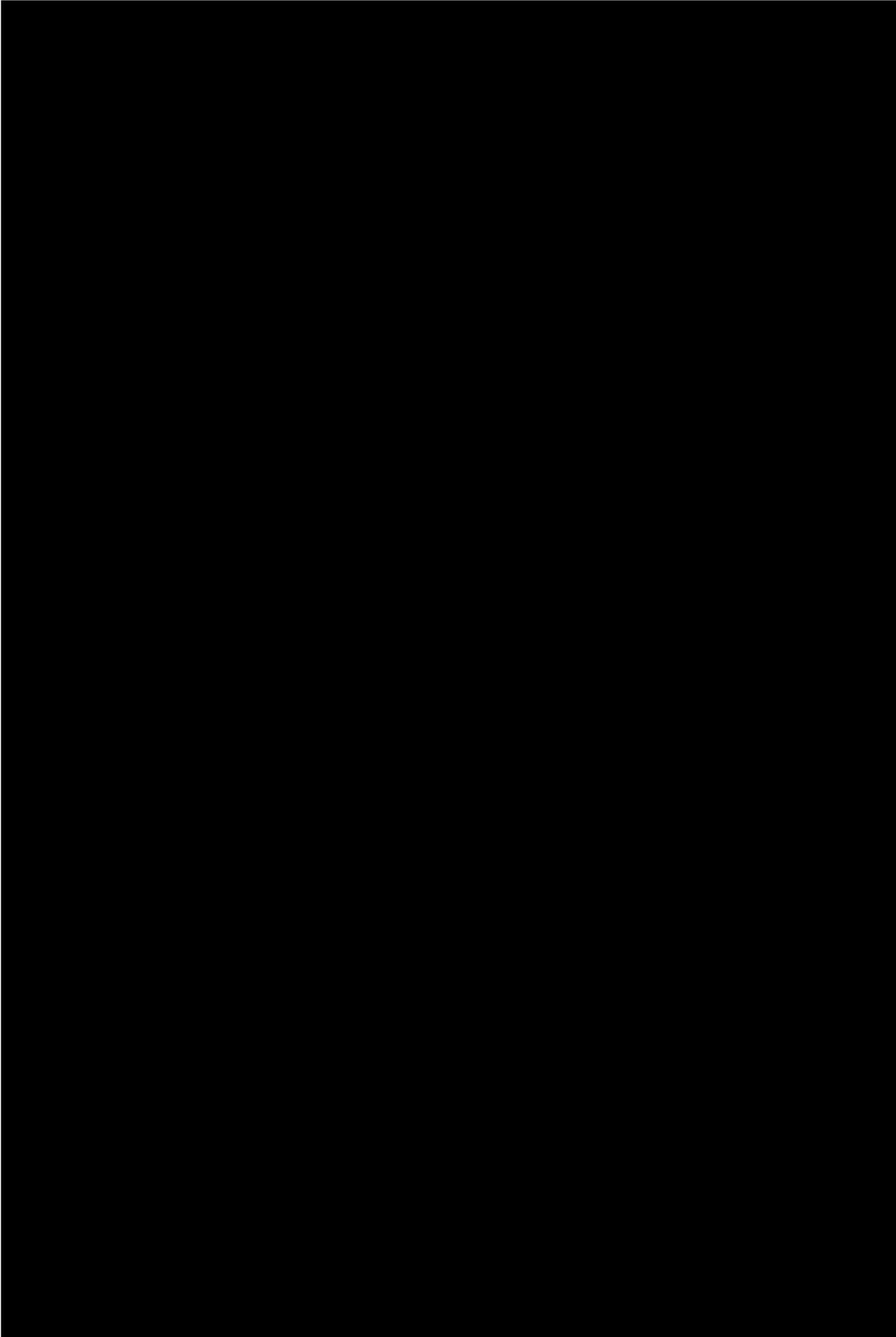


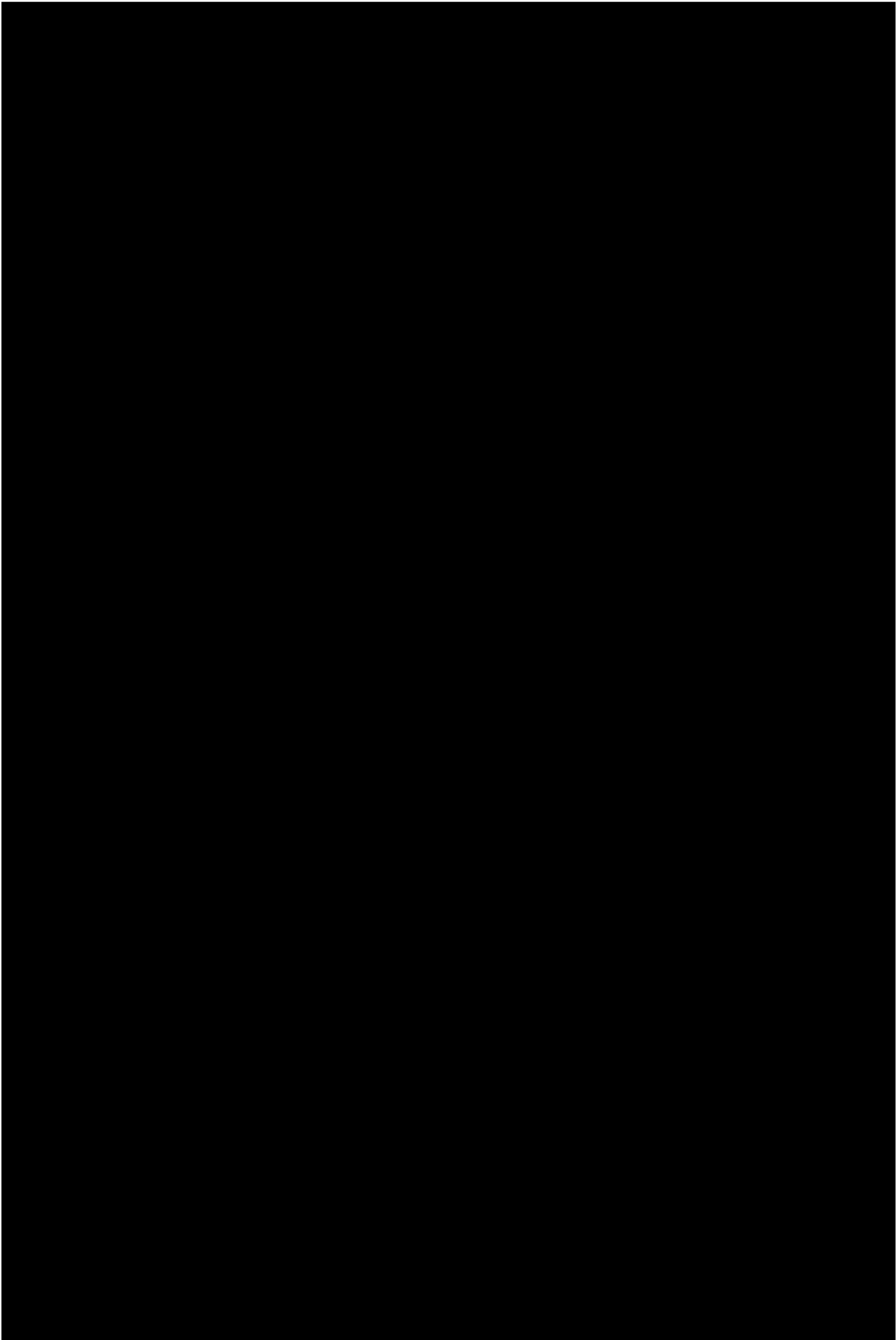


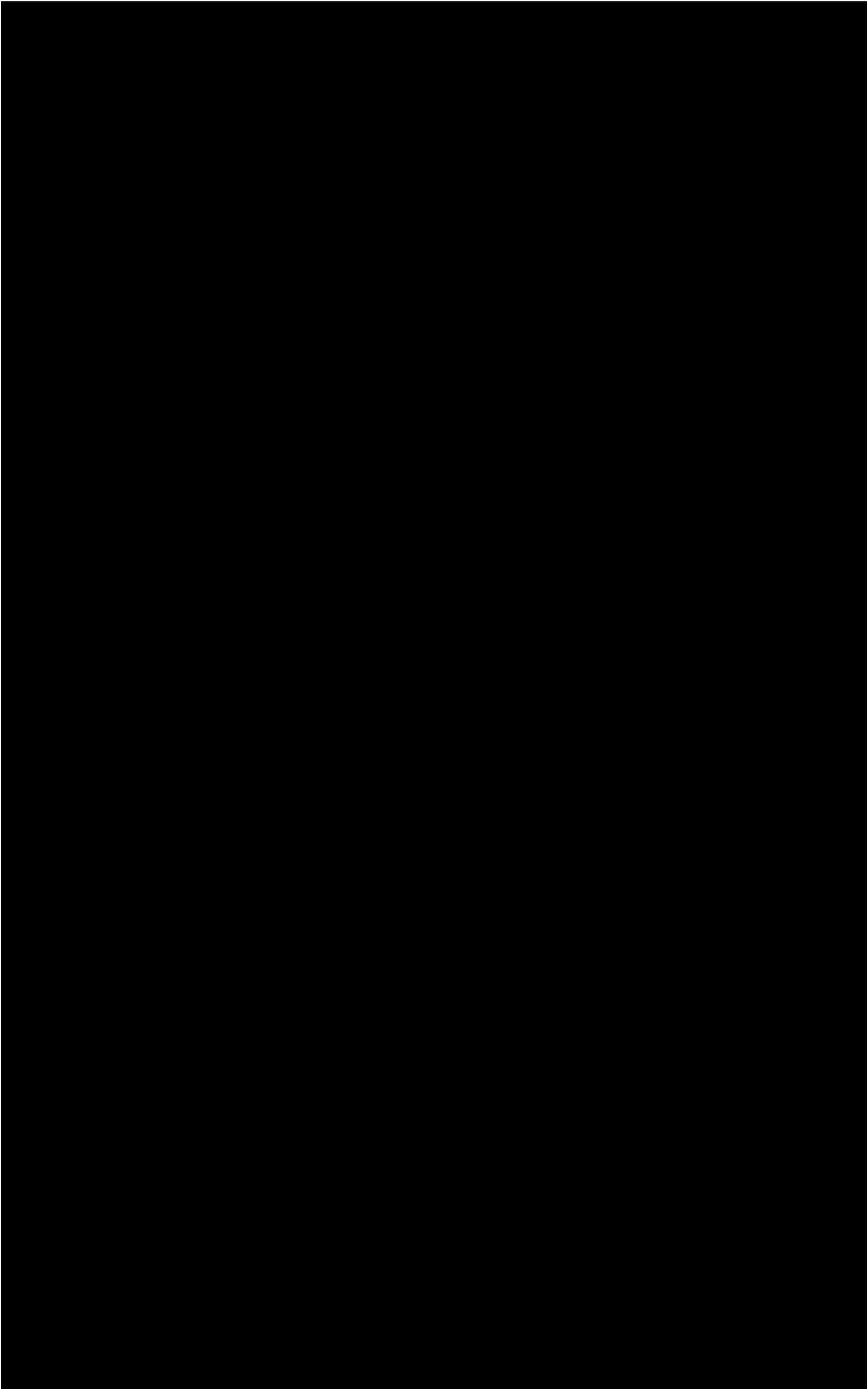


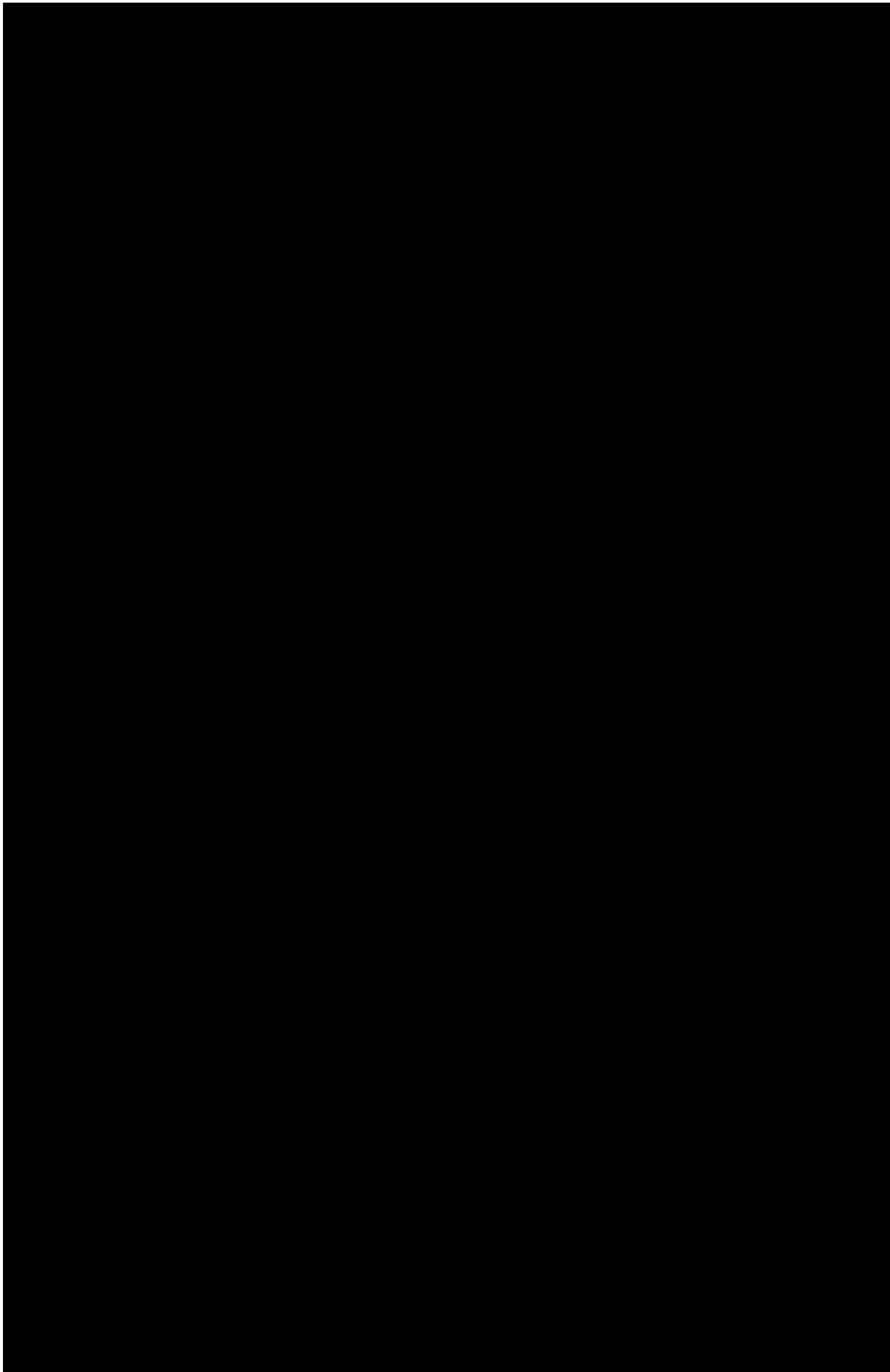


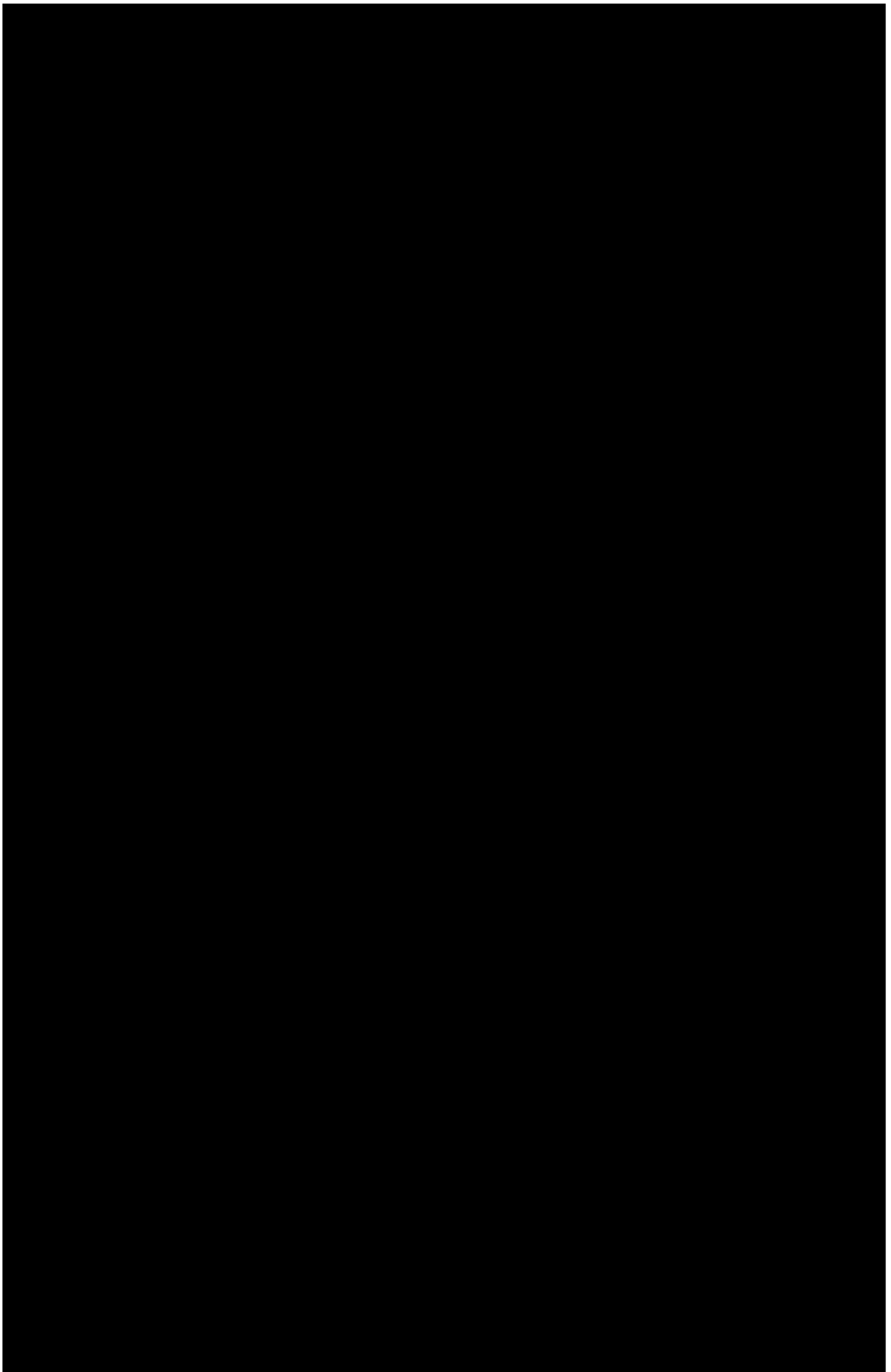


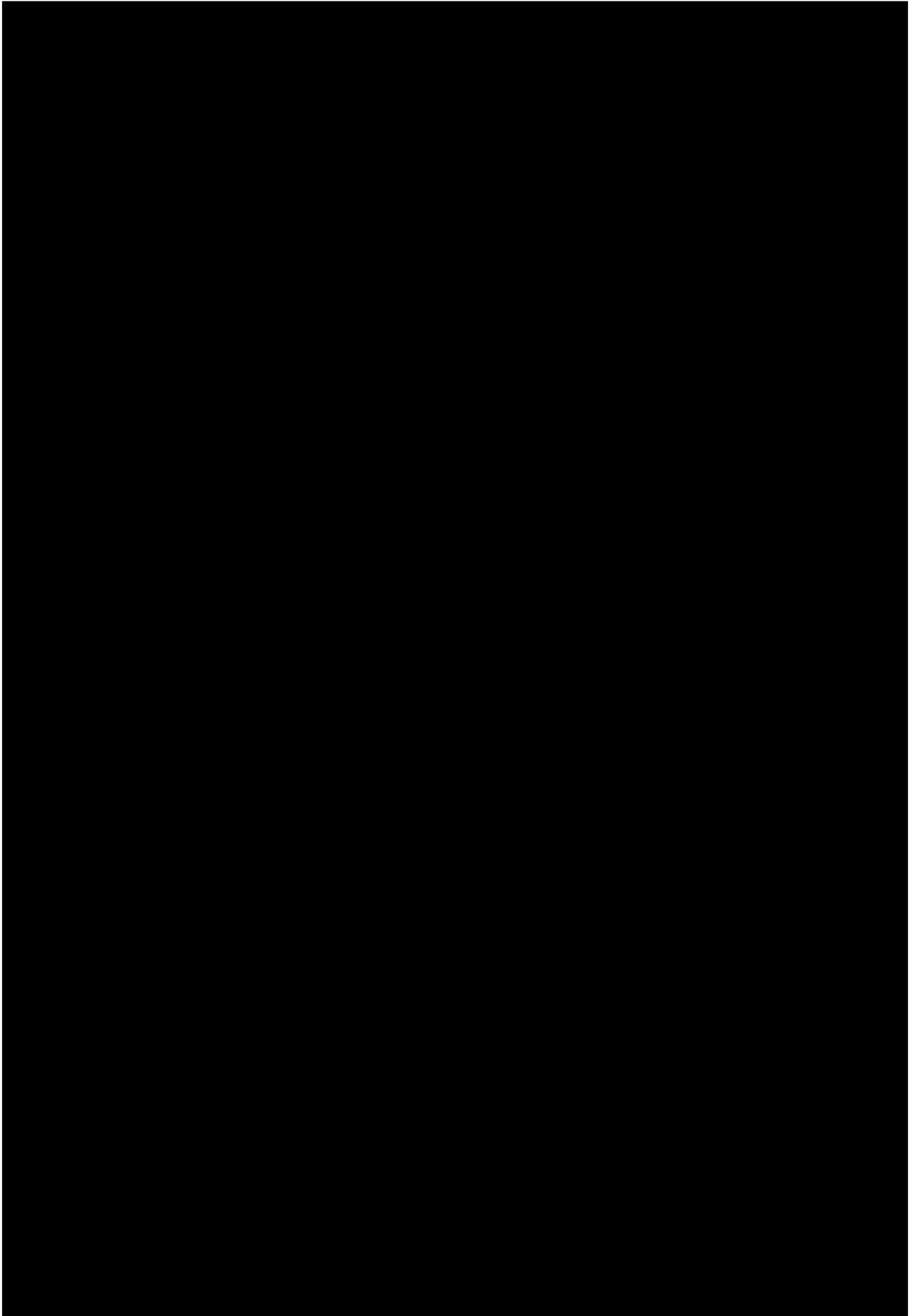


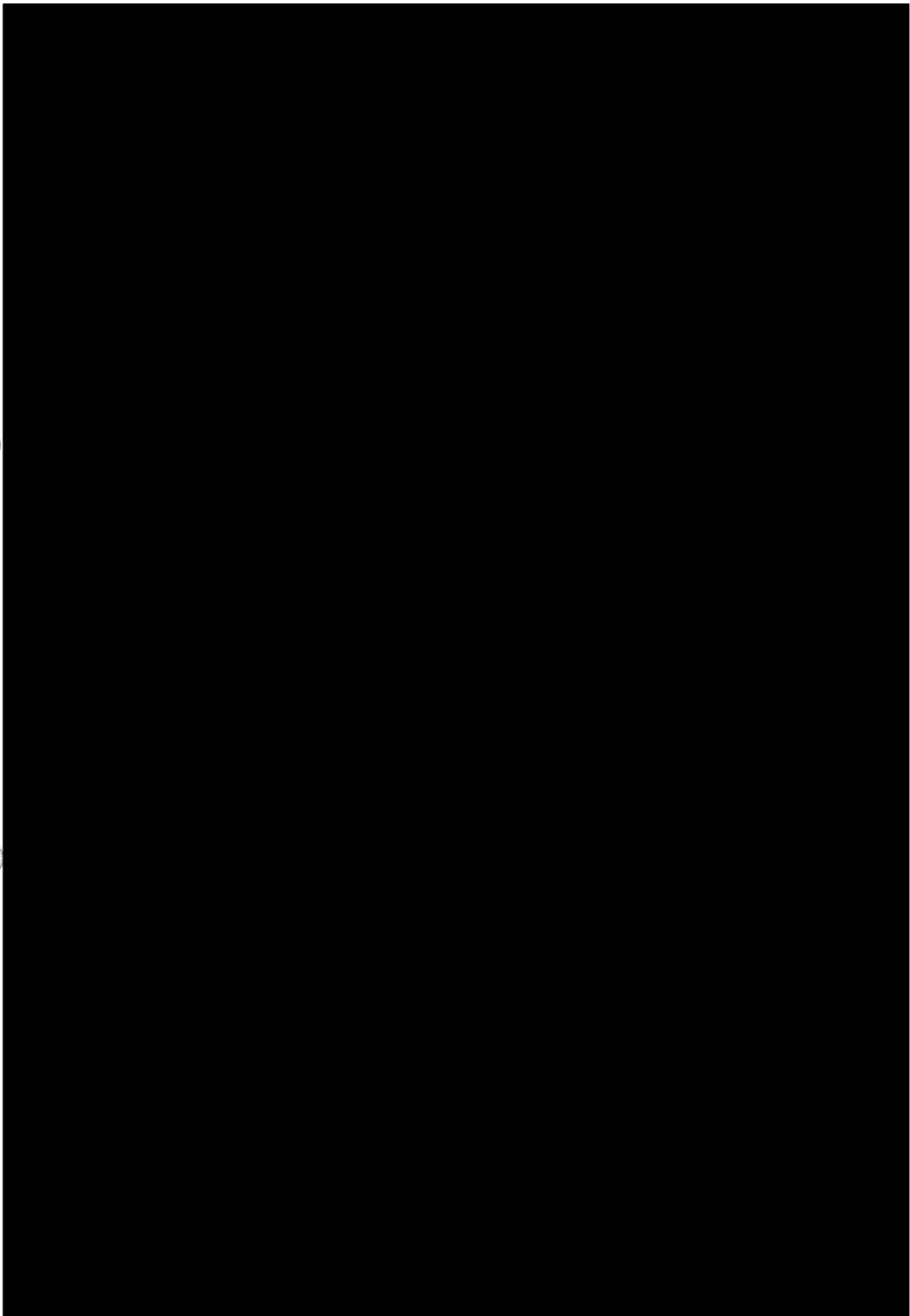


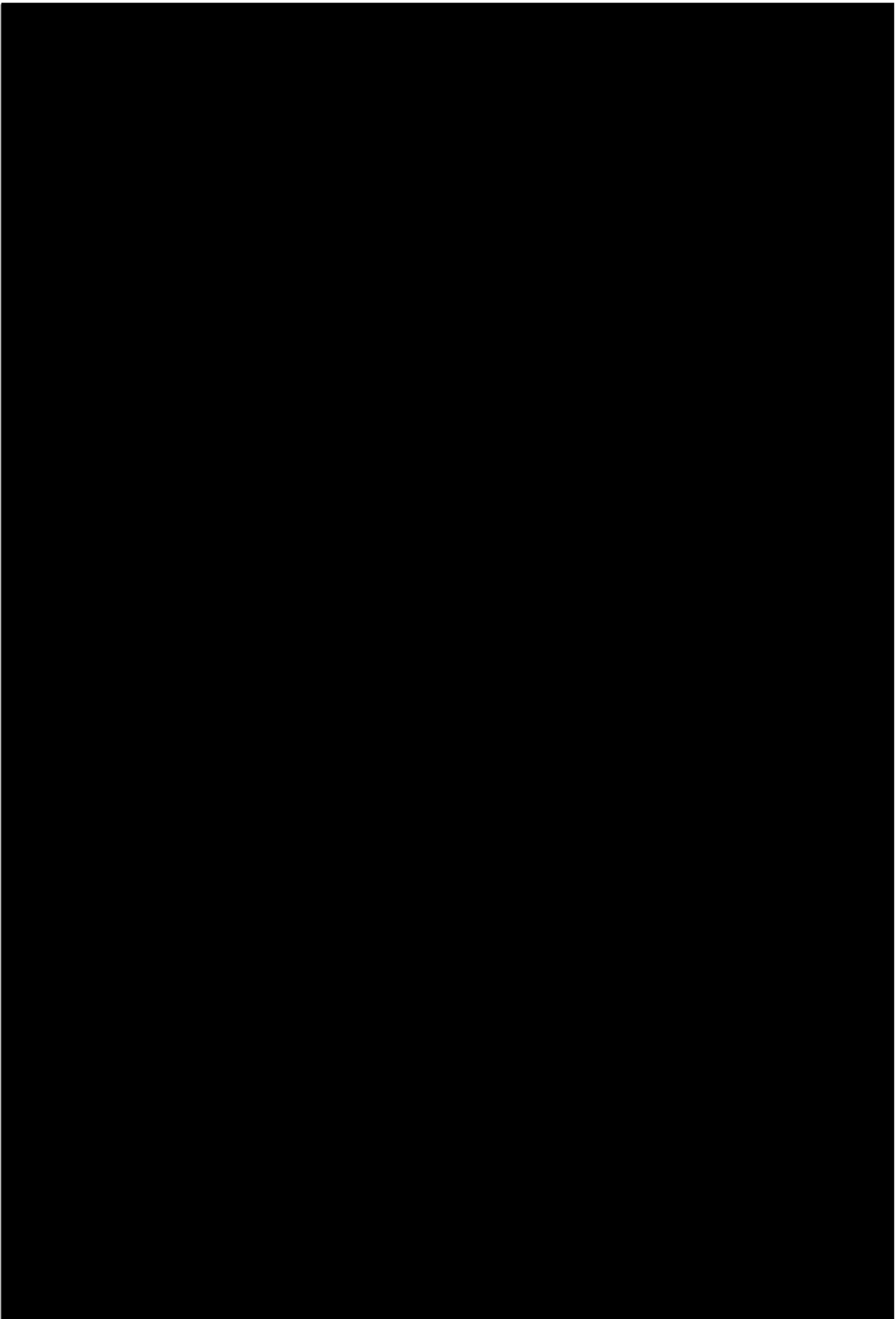


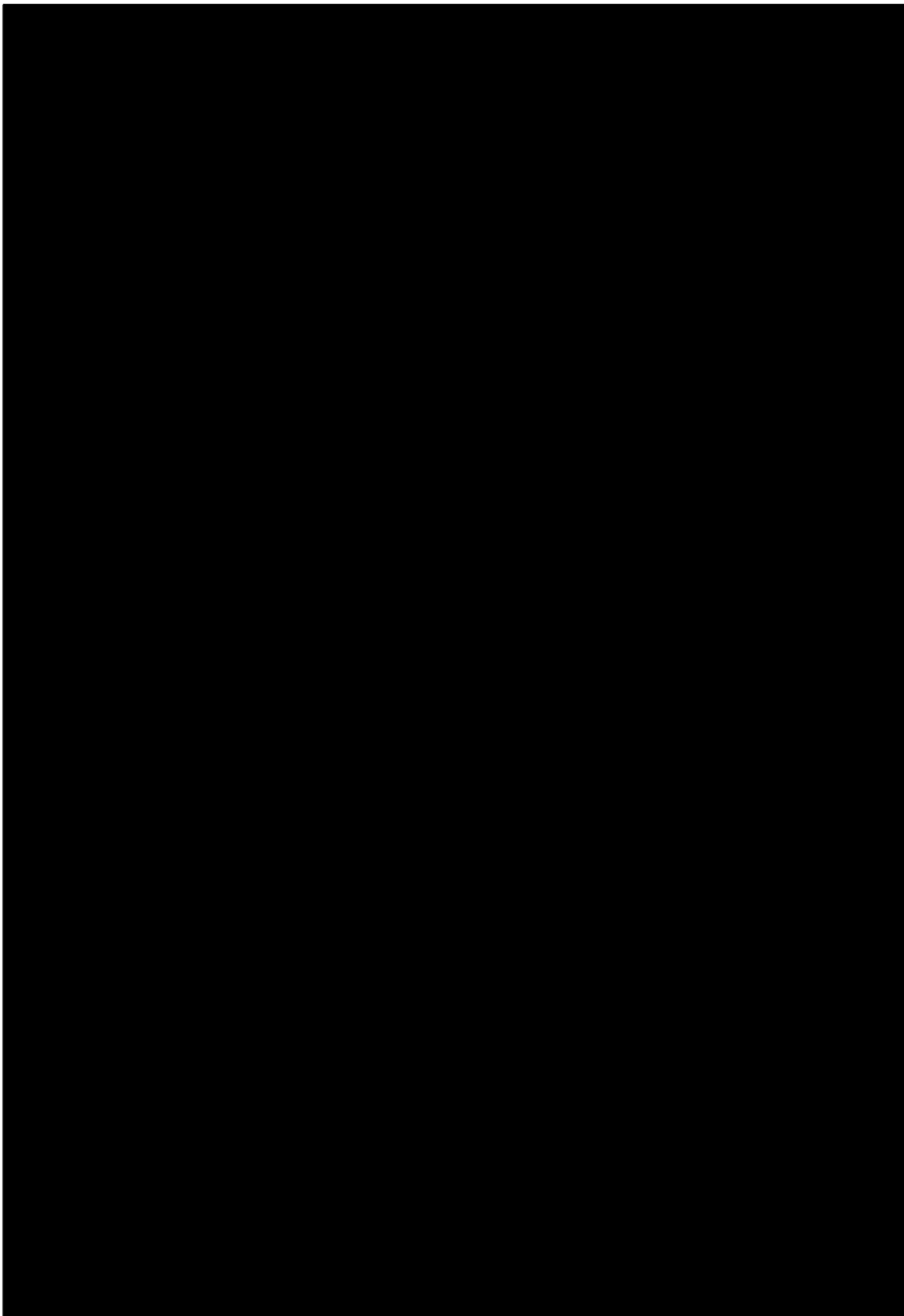


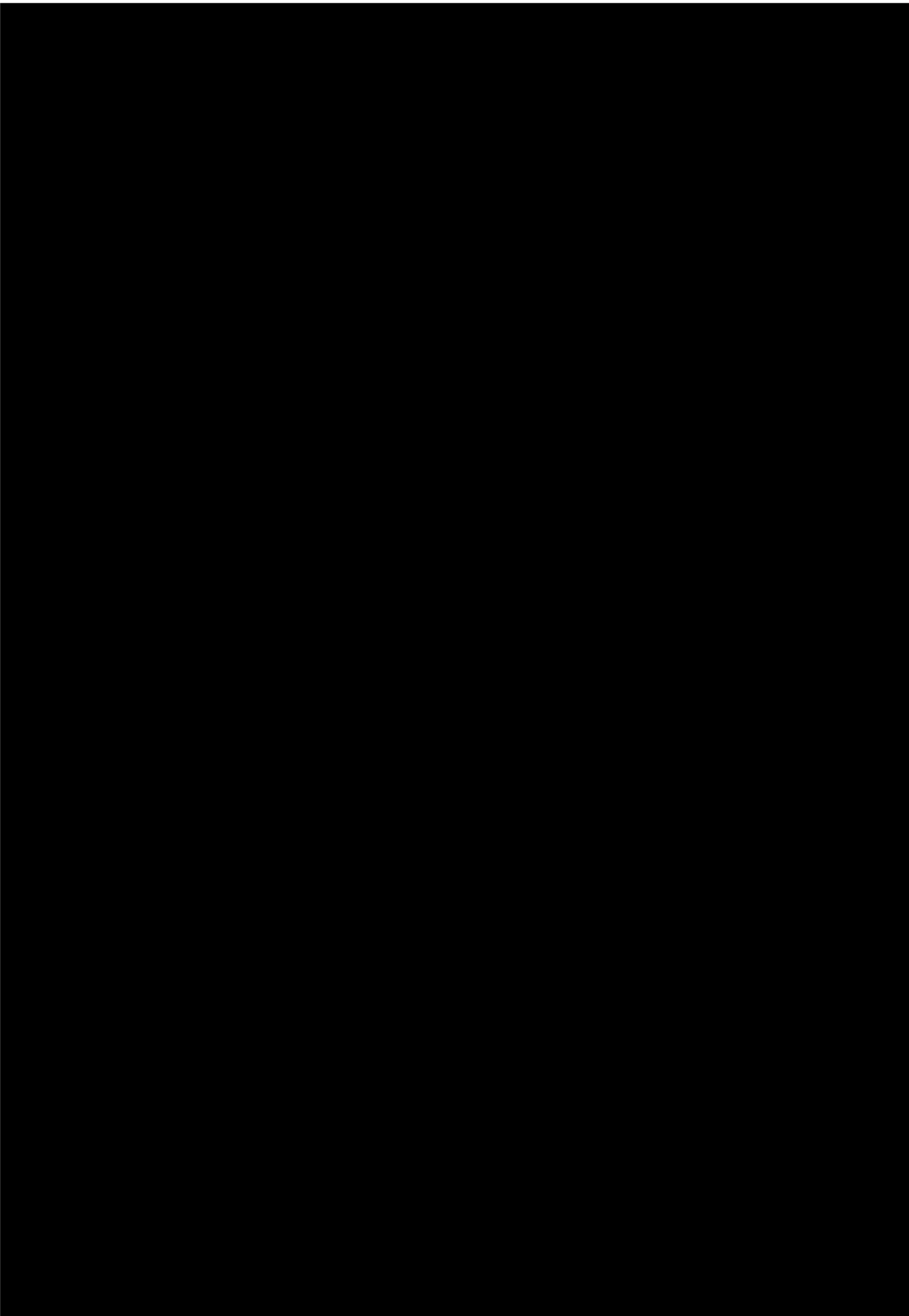


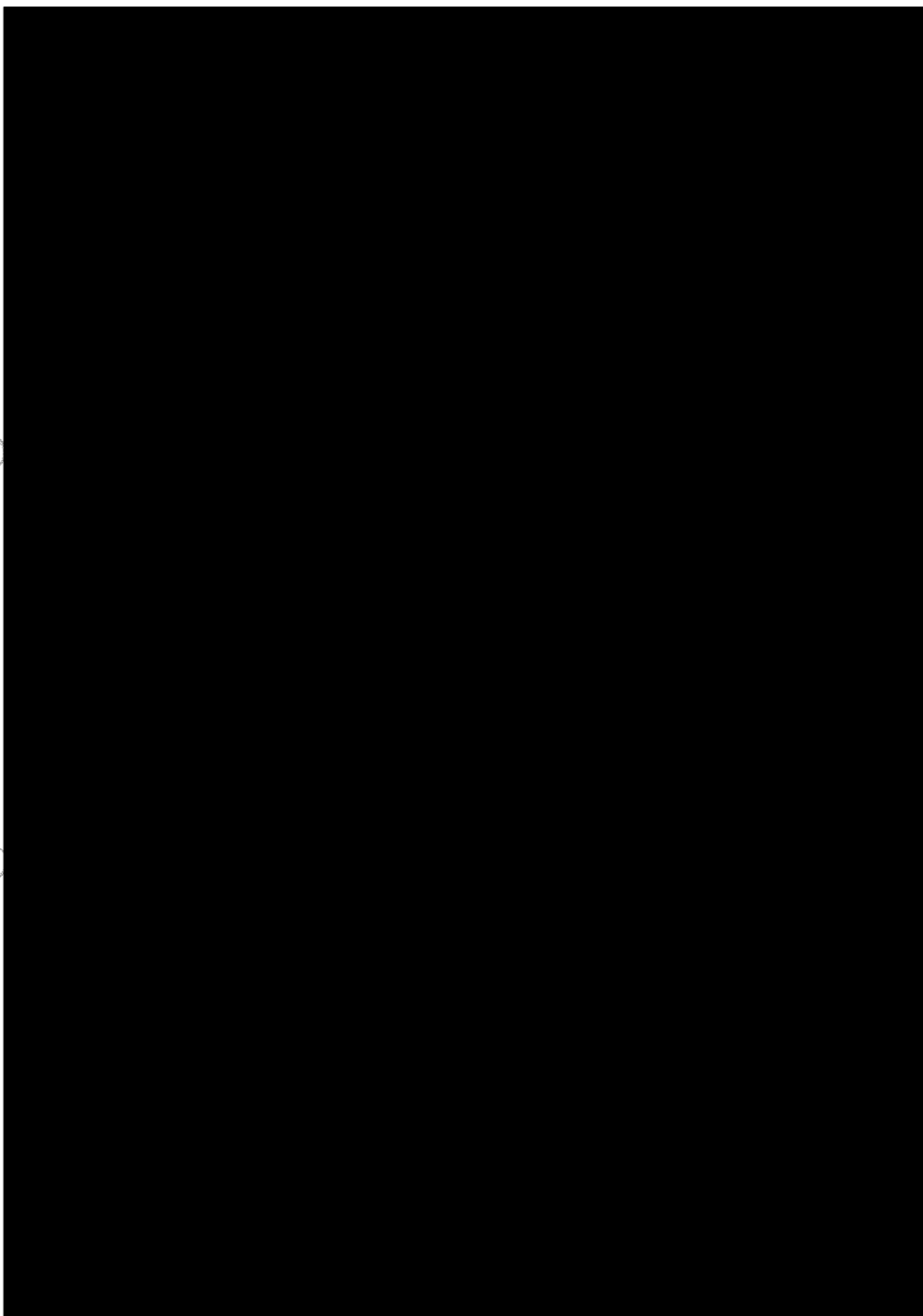


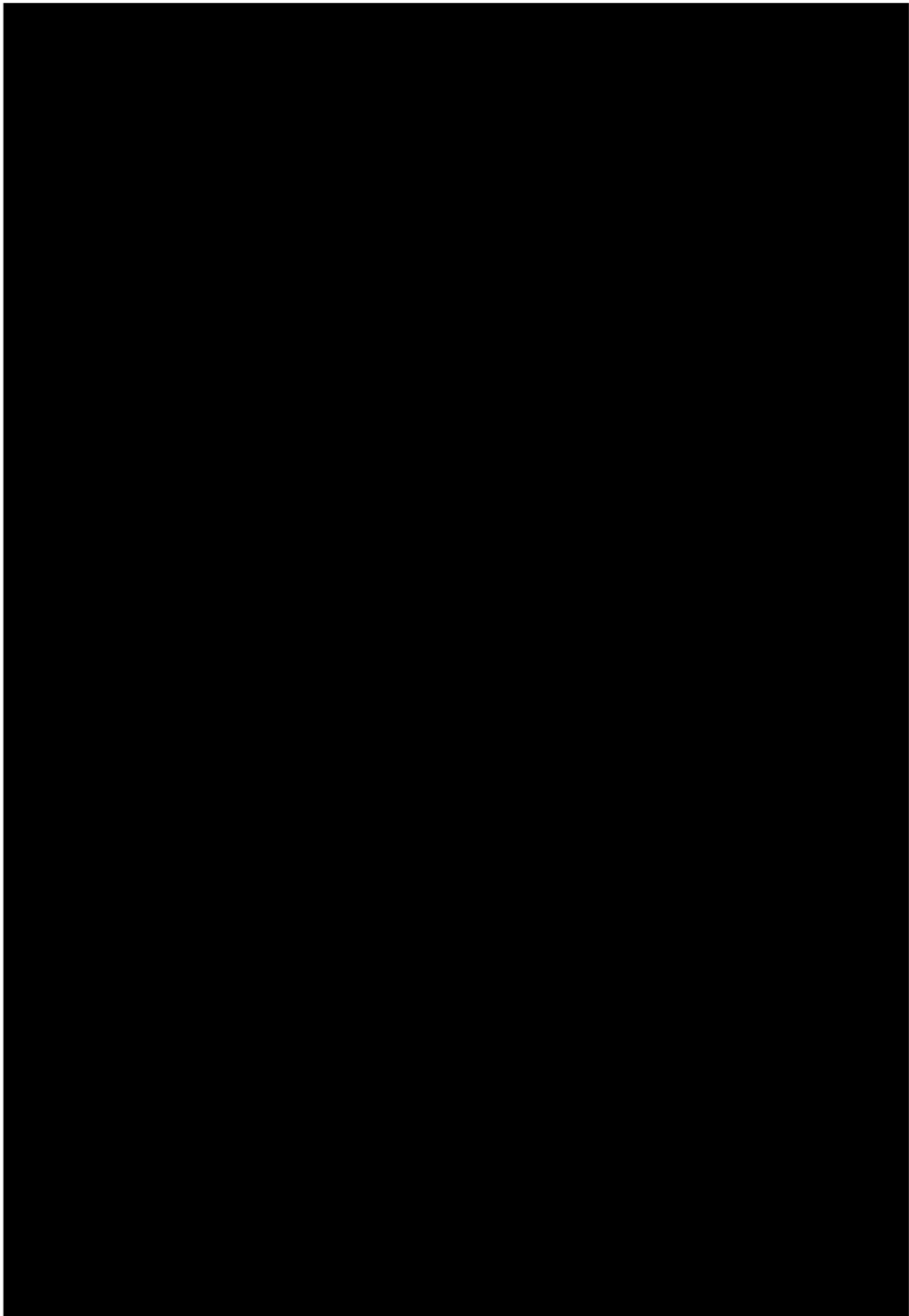


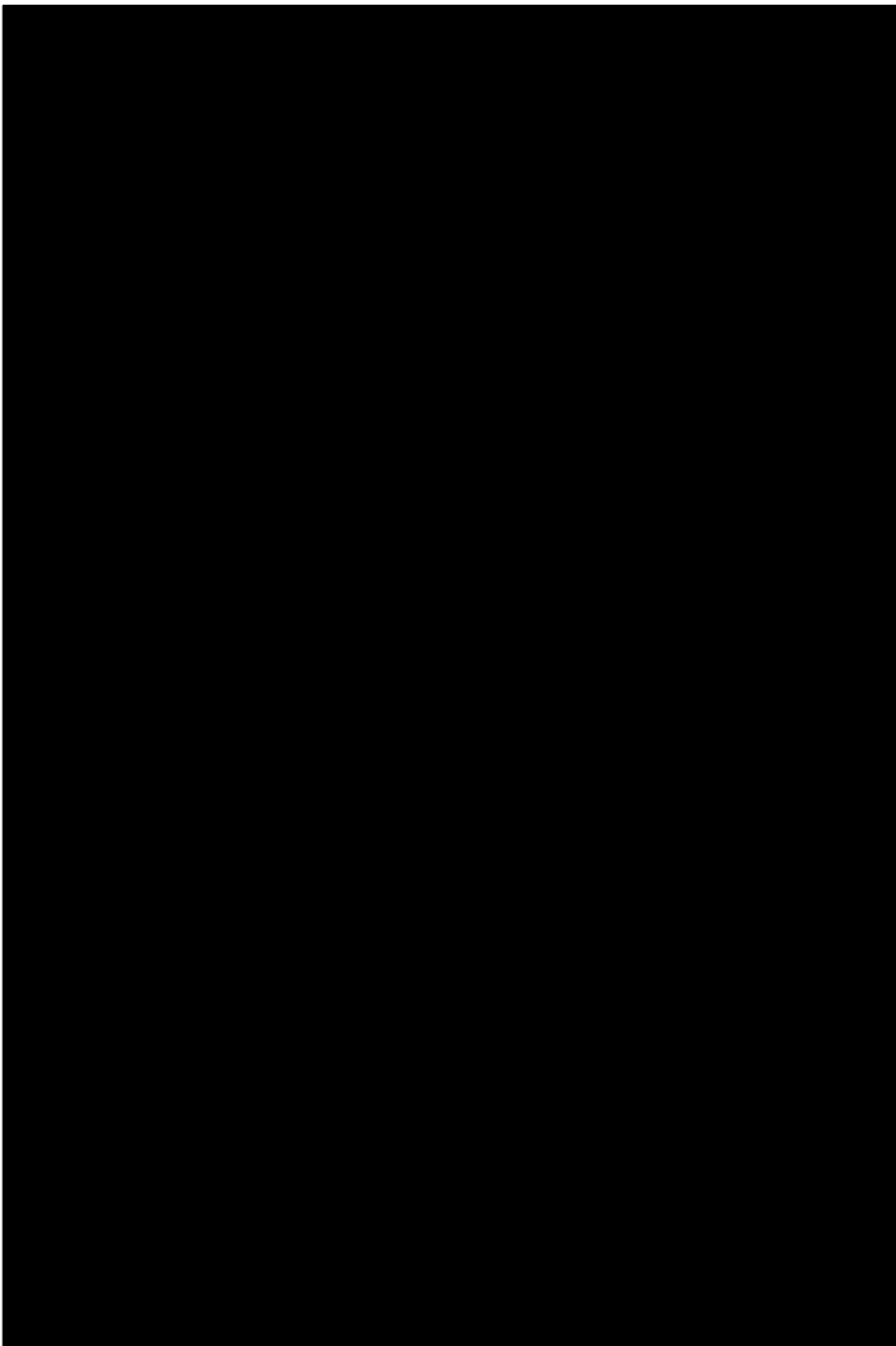


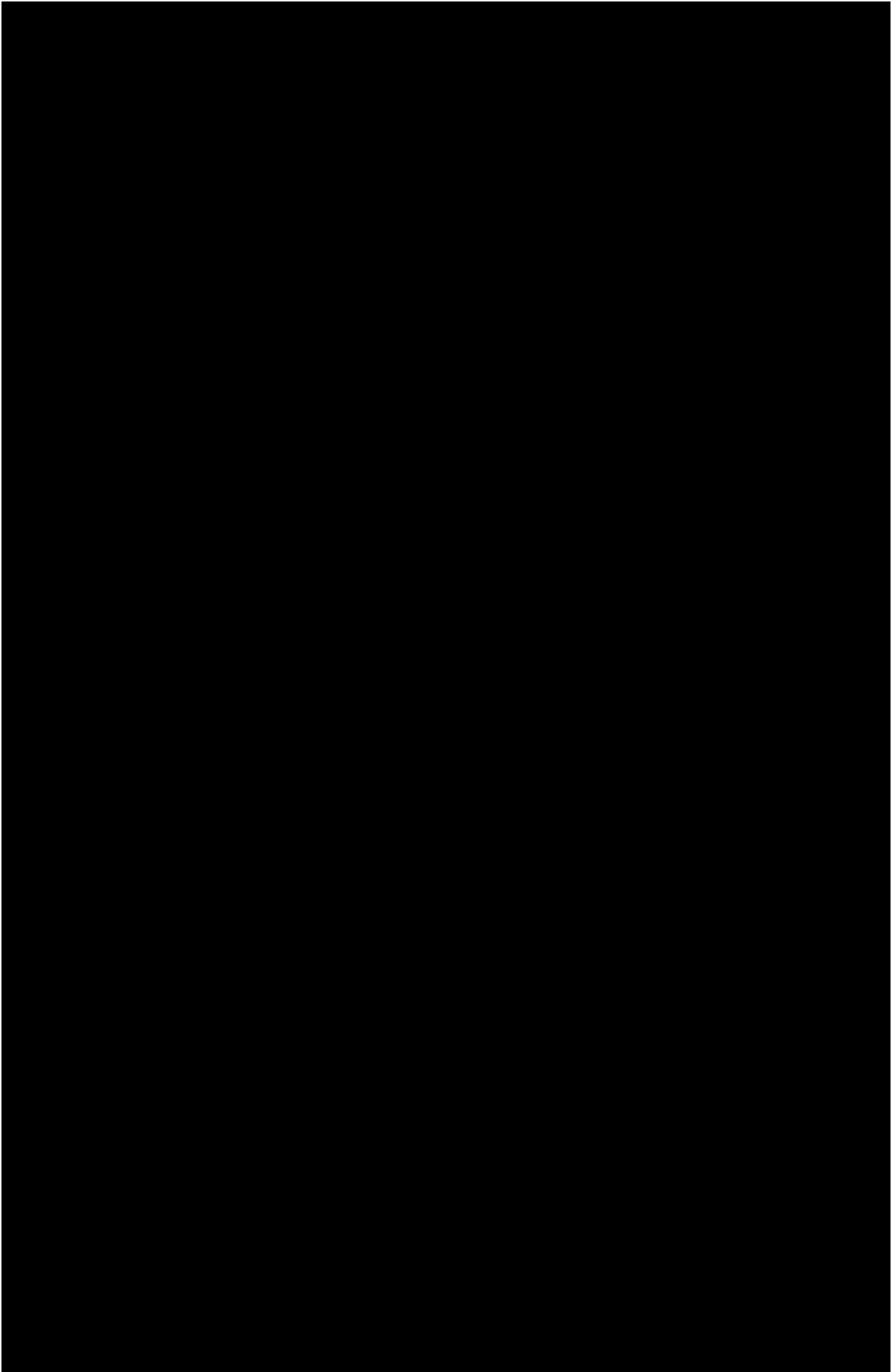












SCHEDULE B9 - INDEPENDENT CERTIFIER'S FORM OF DESIGN CERTIFICATION

(Clause 9.8(d)(ii)(B)(bb))

To: The Principal's Representative / The CSM Contractor / the Operator (if it accedes to the Independent Certifier Deed)

From: [] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clause 9.8(d)(ii)(B)(bb) of the CSM Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all the requirements of the CSM Contract (including the SWTC) except for the Minor Non-Compliances identified in the attached list.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

ATTACHMENT A

List of Minor Non-Compliances

| No. | Minor Non-Compliance | Recommended action to be taken by the TSE Contractor to address Minor Non-Compliance |
|------------|-----------------------------|---|
| | | |
| | | |
| | | |

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

| No. Minor Defects | |
|-----------------------------|--|
| | |
| | |
| No. Agreed Defects | |
| | |
| | |
| No. Accepted Defects | |
| | |
| | |

SCHEDULE B11. - NOTICE OF COMPLETION

(Clauses 1.1, 16.4(a)(ii)(A) and 16.4(b)(viii)(A))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Transport for NSW
[insert address]

CSM Contractor
[insert address]

Dear **[insert name]**

**NOTICE OF COMPLETION
Sydney Metro City & Southwest
Central Station Main Works (Incentivised Target Cost Contract) Deed
Project Works - Portion [insert number]**

This Notice of Completion is given in accordance with the Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract) between the Principal and the CSM Contractor dated **[insert date]** (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this notice.

In accordance with clause [16.4(a)(ii)(A)]/[16.4(b)(viii)(A)] of the CSM Contract, the Independent Certifier confirms that Completion of Portion **[insert number]** has been achieved. The Date of Completion of Portion **[insert number]** is [insert date].

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

SCHEDULE B12 –MILESTONE ACHIEVEMENT

(Clauses 1.1 and 17.2(d) and (e)(i))

Part 1 – CSM Contractor's Certificate – Milestone Achievement

[The Principal's Representative / The Independent Certifier]

From: [] (ABN []) (**CSM Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 17.2(d) of the CSM Contract, we hereby certify that Milestone Achievement [] has been achieved by the CSM Contractor on [] in accordance with the terms of the CSM Contract.

.....

Signed for and on behalf of
[insert name of the CSM Contractor]

SCHEDULE B13 – INDEPENDENT CERTIFIER'S CERTIFICATE – SYDNEY TRAINS WORKS

(Clause 16.2(f)(i)(B)(aa))

To: The Principal's Representative / The CSM Contractor

From: [insert name of Independent Certifier] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Central Station Main Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**CSM Contract**). Words defined in the CSM Contract have the same meaning in this certificate.

In accordance with the terms of clause 16.2(f)(i)(B)(aa) of the CSM Contract, we hereby certify in relation to the Sydney Trains Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [Insert date]:

- (a) the CSM Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 9.10 of the CSM Contract, subject to Minor Defects;
- (b) the release of all hold points has been undertaken in accordance with the CSM Contract;
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the CSM Contract; and
- (d) the construction complies with the requirements of the CSM Contract, including the SWTC, subject to Minor Defects.

Schedule

[Insert description of Sydney Trains Works]