

SCHEDULE B1

Tunnelling Contractor's Certificate – Substantial Completion

(Clauses 1.1 and 19.12(d))

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

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [Insert] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 19.12(d) of the Tunnelling Contract, we hereby certify that Substantial Completion of Portion [] has been achieved by the Tunnelling Contractor on [] in accordance with the terms and conditions of the Tunnelling Contract.

.....

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

SCHEDULE B2

Independent Certifier's Form of Design Certification

(Clause 1.1 and Schedule A26)

To: [The Principal's Representative / The Tunnelling Contractor]

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [*Insert*]) dated [*Insert*] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 2(b) of Schedule A26 of the Tunnelling 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:

- (a) the attached Design Stage 3 Design Documentation:
 - (i) complies with all the requirements of the Tunnelling Contract, including the Tunnelling Specification; and
 - (ii) is documented to enable construction in compliance with the Tunnelling Contract (including, to the extent applicable, in respect of correction of Defects); and
- (b) the Tunnelling Contractor has addressed all issues of non-compliance with the Principal and the Independent Certifier in respect of the Design Stage 3 Design Documentation.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

SCHEDULE B3

**Tunnelling Contractor's and Subcontractor's Certificate – Design
([Design Stage 1 / Design Stage 2])**

(Clause 1.1 and Schedule A26)

To: The Principal's Representative

From: [Insert name of Tunnelling Contractor] (ABN [Insert])
[Insert name of Subcontractor] (ABN [Insert])

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [Insert] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This section to be completed by the Tunnelling Contractor:

In accordance with the terms of clause 2(a) of Schedule A26 of the Tunnelling Contract, the Tunnelling Contractor certifies that the attached Design Documentation complies with all requirements of the Tunnelling Contract, including the Tunnelling Specification.

Signed for and on behalf of the Tunnelling 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:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the Tunnelling Specification that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

Attachment A

Tunnelling Contractor's Design Documentation		
Document Name	Reference Number	Revision

Attachment B

Subcontractor's Design Documentation		
Document Name	Reference Number	Revision



SCHEDULE B4

Tunnelling Contractor's and Subcontractor's Certificate – Design (Design Stage 3)

(Clause 1.1 and Schedule A26)

To: The Principal's Representative

From: [Insert name of Tunnelling Contractor] (ABN [Insert])
[Insert name of Subcontractor] (ABN [Insert])

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [Insert] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This section to be completed by the Tunnelling Contractor:

In accordance with the terms of clause 2(b) of Schedule A26 of the Tunnelling Contract, the Tunnelling Contractor certifies that the attached Design Documentation:

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

Signed for and on behalf of the Tunnelling 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:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the Tunnelling Specification that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

Attachment A

Tunnelling Contractor's Design Documentation		
Document Name	Reference Number	Revision



Attachment B

Subcontractor's Design Documentation		
Document Name	Reference Number	Revision

SCHEDULE B5

Environmental Manager's Certificate

(Clauses 1.1 and 13.4(d))

To: The Principal's Representative

From: [Environmental Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.4(d) of the Tunnelling Contract, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Tunnelling Contractor's Environmental Management System was in accordance with AS/NZS ISO 14001;
- (b) any Subcontractors' environmental management systems which form part of the Tunnelling Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001;
- (c) the Tunnelling Contractor complied with and satisfied the requirements of the Principal set out in sections 2.7 and 2.8 of the General Specification;
- (d) the release of Hold Points was undertaken in accordance with the Tunnelling Contract;
- (e) the design, construction, inspection, repairs and monitoring by the Tunnelling Contractor was undertaken in accordance with the Tunnelling Contract; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the Tunnelling Contract.

.....
Signed by
[Environmental Manager]

SCHEDULE B6

Independent Certifier's Certificate - Asset Management Information

(Clauses 1.1 and 16.13(i)(ii)(B))

To: [The Principal's Representative / The Tunnelling Contractor]

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 16.13(i)(ii)(B) of the Tunnelling 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 :

- (a) the final set of the Asset Management Information complies with the requirements of the Tunnelling Contract, including the Tunnelling Specification; and
- (b) the Tunnelling Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.

.....

Signed for and on behalf of
[insert name of Independent Certifier]

SCHEDULE B7

Independent Certifier's Certificate – Work as Executed Design Documentation

(Clauses 1.1 and 16.14(c)(ii)(B))

To: [The Principal's Representative / The Tunnelling Contractor / *[insert name of Operator or Alternative Operator if required (ABN [])]*]

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: *[Insert]*) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 16.14(c)(ii)(B) of the Tunnelling 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 :

- (a) the Work as Executed Design Documentation for Portion [*insert number*] complies with the requirements of the Tunnelling Contract, including the Tunnelling Specification; and
- (b) the Tunnelling Contractor has addressed all issues of non-compliance with the Independent Certifier and the Principal in respect of the Work as Executed Design Documentation.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

SCHEDULE B8

Independent Certifier's Certificate – Segment Manufacturing Facility

(Clauses 1.1 and 16.16(c))

To: [The Principal's Representative / The Tunnelling Contractor]

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 16.16(c) of the Tunnelling 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:

- (a) the relevant parts of the Segment Manufacturing Facility contained in Portion [*insert*]:
 - (i) contain the works, plant and equipment and other things required by section 2.2.2.1 of the Particular Specification; and
 - (ii) satisfies the requirements of section 3.5.1(b) of the Particular Specification; and
- (b) the Tunnelling Contractor has provided final drafts of the operation and maintenance manuals and as-built drawings for the Segment Manufacturing Facility in accordance with the requirements of clause 16.13(d) of the Tunnelling Contract.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

SCHEDULE B9

Quality and Systems Manager's Certificate - Mobilisation

(Clauses 1.1 and 13.4(c)(i))

To: The Principal's Representative

From: [Quality and Systems Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.4(c)(i) of the Tunnelling Contract, I hereby certify that the Tunnelling Contractor's Quality Management System under clause 13.1 of the Tunnelling Contract is in accordance with the Tunnelling Specification and AS/NZS ISO 9001 Quality management systems – Requirements.

.....
Signed by

[Quality and Systems Manager]

SCHEDULE B10

Quality and Systems Manager's Certificate - Progressive

(Clauses 1.1 and 13.4(c)(ii))

To: The Principal's Representative

From: [Quality and Systems Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.4(c)(ii) of the Tunnelling Contract, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Tunnelling Contractor's Quality Management System under clause 13.1 of the Tunnelling Contract was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form part of the Tunnelling Contractor's Quality Management System were in accordance with AS/NZS ISO 9001 - 2008;
- (c) the Tunnelling Contractor complied with and satisfied the requirements of the Tunnelling Specification;
- (d) the release of Hold Points was undertaken in accordance with the Tunnelling Contract;
- (e) the design, construction, inspection, repairs and monitoring by the Tunnelling Contractor was undertaken in accordance with the Tunnelling Contract; and
- (f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the Tunnelling Contract.

.....

Signed by

[Quality and Systems Manager]

SCHEDULE B11

Quality and Systems Manager's Certificate – Substantial Completion

(Clauses 1.1 and 13.4(c)(iii))

To: The Principal's Representative

From: [Quality and Systems Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 13.4(c)(iii) of the Tunnelling Contract, I hereby certify in relation to Portion [] that:

- (a) the Tunnelling Contractor has complied with and satisfied the requirements of the Tunnelling Specification;
- (b) the Tunnelling Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 6 of Schedule A26 of the Tunnelling Contract, subject to Minor Defects, Agreed Defects and Accepted Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the Tunnelling Contract; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the Tunnelling Contract.

.....
Signed by
[Quality and Systems Manager]

SCHEDULE B12

Quality and Systems Manager's Certificate – Final Completion

(Clauses 1.1 and 13.4(c)(iv))

To: The Principal's Representative

From: [Quality and Systems Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.4(c)(iv) of the Tunnelling Contract, I hereby certify that as at the date of Final Completion::

- (a) the release of all Hold Points has been undertaken in accordance with the Tunnelling Contract;
- (b) all design, construction, inspection, repairs and monitoring by the Tunnelling Contractor has been undertaken in accordance with the Tunnelling Contract; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the Tunnelling Contract.

.....

Signed by
[Quality and Systems Manager]

SCHEDULE B13

Quality and Systems Manager's Certificate - Payment Claims

(Clauses 1.1 and 20.4(a)(iv))

To: The Principal's Representative

From: [Quality and Systems Manager]

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 20.4(a)(iv) of the Tunnelling Contract, I hereby certify that all work the subject of the attached progress claim by the Tunnelling Contractor has been executed and is in accordance with the requirements of the Tunnelling Contract, subject to the following:

(a) [Insert details of non-compliances as required]

.....

Signed by

[Quality and Systems Manager]

SCHEDULE B14

Notice of Substantial Completion

(Clauses 1.1 and 19.12(f)(i)(A))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro
[insert address]

Tunnelling Contractor
[insert address]

Dear [insert name]

NOTICE OF SUBSTANTIAL COMPLETION
Sydney Metro West
Central Tunnelling Works Design and Construction Deed
Project Works - Portion [insert number]

This Notice of Substantial Completion is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [insert date] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this notice.

In accordance with clause 19.12(f)(i)(A) of the Tunnelling Contract, the Independent Certifier confirms that Substantial Completion of Portion [insert number] has been achieved. The Date of Substantial Completion of Portion [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Substantial Completion does not relieve the Tunnelling Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 17 of the Tunnelling Contract and to complete any other outstanding obligations under the Tunnelling Contract.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

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

No. Defects	
No. Agreed Defects	
No. Accepted Defects	

SCHEDULE B15

Statutory Declaration

(Clause 20.4(a)(vi))

Statutory Declaration	Oaths Act (NSW) Ninth Schedule
<p>I,..... of </p>	<p>insert full name of Declarant insert address</p>
<p>do solemnly and sincerely declare that:</p>	
<p>1. I am the representative of: </p>	<p>insert name of Contractor, and ACN if applicable</p>
<p>(the Contractor)</p>	
<p>in the Office Bearer capacity of: </p>	<p>insert position title of Declarant</p>
<p>2. The Contractor has a contract with the [.....]: (the Contract)</p>	<p>insert name of Contract</p>
<p>3. I personally know the facts which I have set out in this declaration.</p>	
<p>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</p>	
<p>a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</p>	
<p>b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,</p>	
<p>with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</p>	
<p>Employee:</p>	
<p>Amount unpaid or not accrued:</p>	
<p>..... </p>	<p>insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long</p>

5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).

service leave payments and superannuation entitlement etc.

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:

insert details of any non-compliances

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

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 claim

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

Employee, subcontractor or supplier:

Amount unpaid or not accrued:

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

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration, as Annexure B, is a Subcontractor's Statement given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under Schedule 2 Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and
- (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

- (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 (**Acts**); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in 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)

- * 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.

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1. I saw the face of the deponent.
[OR]
I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.
2. I have known the deponent for at least 12 months.
[OR]
I have confirmed the deponent's identity using the following identification document:
[insert description of ID document]
.....
Signature of witness

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*.

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)

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)

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 s 175B Workers Compensation Act 1987 (NSW), Schedule 2 Part 5 Payroll Tax Act 2007 (NSW), and s 127 Industrial Relations Act 1996 (NSW) 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:

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)

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)

Execution Version

All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007 (NSW), 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)**

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 (NSW).

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). 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 section 127 of the *Industrial Relations Act 1996* (NSW), 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* (NSW) 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* (NSW) 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* (NSW), 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* (NSW) 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 B16

Property Owner's Certificate

(Clause 12.4(a))

THIS DEED POLL is made the _____ day of _____ 20

TO: **Sydney Metro** ABN 12 354 063 515 a New South Wales agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**).

BY: [*To be inserted*]

PROPERTY ADDRESS:

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

[INSERT DESCRIPTION OF PROPERTY WORKS]

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 item 1.

EXECUTED as a Deed Poll.

Signed sealed and delivered by [*Insert name*] in the presence of:

Signature

Signature of Witness

Name of Witness in full

SCHEDULE B17

Proof Engineer's Certificate

(Clause 1.1 and Schedule A26)

To: The Principal's Representative and the Tunnelling Contractor

From: [Insert name of Proof Engineer] (ABN [Insert])

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 2(b)(ii) of Schedule A26 of the Tunnelling Contract, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 13.3(c)(i)(A) of the Tunnelling Contract of the following elements of the Proof Engineered Temporary Works:
 - (i) [Insert description of relevant elements of the Proof Engineered Temporary works]
- (b) certify that those elements of the Proof Engineered Temporary Works identified in the attached Design Documentation:
 - (i) are adequate and suitable for their purpose, intended purpose or intended use stated in, contemplated by or ascertainable from the Tunnelling Contract; and
 - (ii) comply with the requirements of the Tunnelling Contract (including the Tunnelling Specification).

.....

Signed for and on behalf of

[Insert name of Proof Engineer]

SCHEDULE B18

Archaeological Site Clearance Certificate

(Clauses 1.1 and 12.12(b)(ii))

To: The Principal's Representative

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clause 12.12(b)(ii) of the Tunnelling Contract, we hereby certify that in respect of [Insert details of applicable Artefact Risk Area]:

- (a) Archaeological Clearance Works have been carried out and completed in accordance with the requirements of:
 - (i) section 2.7 of the General Specification;
 - (ii) the Construction Heritage Management Plan; and
 - (iii) all applicable Laws and guidelines relating to heritage and conservation;
- (b) we are satisfied that:
 - (i) no further site research and/or testing is required; and
 - (ii) the tests completed are adequate and the results are satisfactory;
- (c) the scope of the Tunnelling Contractor's Activities to be carried out at [Insert details of applicable Artefact Risk Area] is understood and the potential future archaeological impact is assessed as low;
- (d) based on the test findings and all available research material:
 - (i) we have assessed the future archaeological potential as low;
 - (ii) the implementation of the "Unexpected Finds Policy" within the Construction Heritage Management Plan will provide appropriate archaeological risk mitigation; and
 - (iii) additional controls such as archaeological monitoring [are / are not] required; and
- (e) bulk earthworks can commence at [Insert details of applicable Artefact Risk Area].

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

SCHEDULE B19

Tunnelling Contractor and Subcontractor design certificate – Work as Executed Design Documentation

(Clauses 1.1 and 16.14(b)(ii))

To: The Principal's Representative and the Independent Certifier

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

[Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (Tunnelling Contract). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This section to be completed by Tunnelling Contractor:

In accordance with the terms of clause 16.14(b)(ii)(A) of the Tunnelling Contract, the Tunnelling Contractor certifies that the attached Work as Executed Design Documentation for Portion [insert number] complies with all requirements of the Tunnelling Contract, including section 7.8.4 of the General Specification.

Signed for and on behalf of the Tunnelling Contractor by:

Table with 2 columns and 4 rows: Signature, Name, Position, Date

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

In accordance with the terms of clause 16.14(b)(ii)(B) of the Tunnelling Contract, the Subcontractor certifies that the attached Work as Executed Design Documentation complies with all requirements of its Subcontract and section 7.8.4 of the General Specification, to the extent that part of the General Specification is relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Table with 2 columns and 2 rows: Signature, Name

Position:	
Date:	

Attachment A

Tunnelling Contractor's Work as Executed Design Documentation		
Document Name	Reference Number	Revision



Attachment B

Subcontractor's Work as Executed Design Documentation		
Document Name	Reference Number	Revision

SCHEDULE B20

Tunnelling Contractor's Certificate – Completion
(Clauses 1.1 and 19.13(a))

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

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 19.13(a) of the Tunnelling Contract, we hereby certify that Completion of Portion [] has been achieved by the Tunnelling Contractor on [] in accordance with the terms and conditions of the Tunnelling Contract.

.....

Signed for and on behalf of

[insert name of the Tunnelling Contractor]

SCHEDULE B21

Notice of Completion

(Clauses 1.1 and 19.13(b)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro
[insert address]

Tunnelling Contractor
[insert address]

Dear [insert name]

NOTICE OF COMPLETION
Sydney Metro West
Tunnelling Works Design and Construction Deed
Project Works - Portion [insert number]

This Notice of Completion is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [insert date] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this notice.

In accordance with clause 19.13(b)(i) of the Tunnelling 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 B22

Demolition Work Plan Certificate

(Clauses 1.1 and 12.15(c)(i)(A))

To: The Principal's Representative and the Tunnelling Contractor

From: [] (ABN []) (**Demolition Structural Engineer**)

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This certificate is given for the benefit of the Principal's Representative and the Tunnelling Contractor.

In accordance with clause 12.15(c)(i)(A) of the Tunnelling Contract, the Demolition Structural Engineer certifies that it:

- (a) is an independent structural engineer who is a member of The Institution of Engineers Australia with at least 15 years' experience in demolition work; and
- (b) has reviewed the Demolition Work Plan included at Attachment A and that such:
 - (i) complies with the requirements of a "work plan" as detailed in AS 2601-2001 – The demolition of structures;
 - (ii) complies with the requirements of a "demolition plan" as detailed in SafeWork NSW Code of Practice: Demolition Work August 2019; and
 - (iii) is suitable for use, subject to the comments included at Attachment B (if applicable).

.....

Signed for and on behalf of

[insert name of the Demolition Structural Engineer]

Attachment A –Demolition Work Plan

[Relevant Demolition Work Plan to be attached]



Attachment B - Demolition Structural Engineer's comments

[Demolition Structural Engineer's comments in relation to the Demolition Work Plan being suitable for use to be attached (to the extent applicable).]



SCHEDULE B23

Structural Demolition Work Methodology Certificate

(Clauses 1.1 and 12.15(c)(i)(B))

To: The Principal's Representative and the Tunnelling Contractor

From: [] (ABN []) (Demolition Structural Engineer)

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (Tunnelling Contract). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This certificate is given for the benefit of the Principal's Representative and the Tunnelling Contractor.

In accordance with clause 12.15(c)(i)(B) of the Tunnelling Contract, the Demolition Structural Engineer certifies that it:

- (a) is an independent structural engineer who is a member of The Institution of Engineers Australia with at least 15 years' experience in demolition work; and
- (b) has reviewed the structural demolition methodology included at Attachment A and that such:
 - (i) complies with the requirements of:
 - (A) AS2601 - 2001 - The demolition of structures; and
 - (B) SafeWork NSW Code of Practice: Demolition Work August 2019; and
 - (ii) is suitable for use, subject to the comments included at Attachment B (if applicable).

.....

Signed for and on behalf of

[insert name of the Demolition Structural Engineer]

Attachment A –Methodology for structural Demolition Work

[Methodology for relevant structural Demolition Work to be attached]



Attachment B - Demolition Structural Engineer's comments

[Demolition Structural Engineer's comments in relation to the Tunnelling Contractor's methodology being suitable for use to be attached (to the extent applicable).]

SCHEDULE B24

Demolition Temporary Works Design Certificate

(Clauses 1.1 and 12.15(c)(i)(C))

To: The Principal's Representative and the Tunnelling Contractor

From: [] (ABN []) (**Demolition Structural Engineer**)

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This certificate is given for the benefit of the Principal's Representative and the Tunnelling Contractor.

In accordance with clause 12.15(c)(i)(C) of the Tunnelling Contract, the Demolition Structural Engineer certifies that it:

- (a) is an independent structural engineer who is a member of The Institution of Engineers Australia with at least 15 years' experience in demolition work; and
- (b) has reviewed the attached design for the Demolition Temporary Works and that such:
 - (i) complies with the requirements of:
 - (A) the SafeWork NSW Code of Practice: Demolition Work August 2019;
 - (B) AS2601 - 2001 - The demolition of structures;
 - (C) AS1170-0-2002;
 - (D) AS1170-1, 2002; and
 - (E) AS 1170 - 2; and
 - (ii) is suitable for construction.

.....
Signed for and on behalf of

[insert name of the Demolition Structural Engineer]

Attachment –Design for Demolition Temporary Works

[Design for Demolition Temporary Works to be attached]



SCHEDULE B25

Demolition Temporary Works Independent Checker Certificate

(Clauses 1.1 and 12.15(c)(i)(D))

To: The Principal's Representative and the Tunnelling Contractor

From: [] (ABN []) (**Demolition Temporary Works Independent Checker**)

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This certificate is given for the benefit of the Principal's Representative and the Tunnelling Contractor.

In accordance with clause 12.15(c)(i)(D) of the Tunnelling Contract, the Demolition Temporary Works Independent Checker certifies that it:

- (a) is an independent structural engineer who is a member of The Institution of Engineers Australia with at least 10 years' experience in reviewing and checking temporary works in the demolition and structural engineering industry; and
- (b) has reviewed the attached design prepared by the Tunnelling Contractor's Demolition Structural Engineer for the purposes of section 3.3.2(b) of the Particular Specification, and confirms that the design is suitable for construction.

.....

Signed for and on behalf of

[insert name of the Demolition Temporary Works Independent Checker]

Attachment –Design for Demolition Temporary Works

[Design prepared by the Tunnelling Contractor's Demolition Structural Engineer for the Demolition Temporary Works to be attached]



SCHEDULE B26

Demolition Temporary Works Construction Certificate

(Clauses 1.1 and 12.15(c)(i)(E))

To: The Principal's Representative and the Tunnelling Contractor

From: [] (ABN []) (**Demolition Structural Engineer**)

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

This certificate is given for the benefit of the Principal's Representative and the Tunnelling Contractor.

In accordance with clause 12.15(c)(i)(E) of the Tunnelling Contract, the Demolition Structural Engineer certifies that:

- (a) it is an independent structural engineer who is a member of The Institution of Engineers Australia with at least 15 years' experience in demolition work; and
- (b) the Demolition Temporary Works included at Attachment A have been constructed in accordance with the certified design for the Demolition Temporary Works included at Attachment B.

.....

Signed for and on behalf of

[insert name of the Demolition Structural Engineer]

Attachment A –Demolition Temporary Works

[Demolition Temporary Works constructed by the Tunnelling Contractor to be attached]



Attachment B - Certified design for Demolition Temporary Works

[Certified design for the Demolition Temporary Works included at Attachment A to be attached]



SCHEDULE B27

Tunnelling Contractor's Certificate – Milestone Achievement

(Clauses 1.1 and 19.11A(d))

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

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

This certificate is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [Insert] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 19.11A(d) of the Tunnelling Contract, we hereby certify that Milestone Achievement of Milestone [**insert number**] has been achieved by the Tunnelling Contractor on [**insert date**] in accordance with the terms and conditions of the Tunnelling Contract.

.....

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

SCHEDULE B28

Notice of Milestone Achievement

(Clauses 1.1 and 19.11A(f)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro
[insert address]

Tunnelling Contractor
[insert address]

Dear [insert name]

NOTICE OF MILESTONE ACHIEVEMENT
Sydney Metro West
Central Tunnelling Works Design and Construction Deed
Project Works - Milestone [insert number]

This Notice of Milestone Achievement is given in accordance with the "Sydney Metro West, Central Tunnelling Works Design and Construction Deed" (Contract No: [Insert]) dated [insert date] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this notice.

In accordance with clause 19.11A(f)(i) of the Tunnelling Contract, the Independent Certifier confirms that Milestone Achievement of Milestone [insert number] has been achieved. The Date of Milestone Achievement of Milestone [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Milestone Achievement does not relieve the Tunnelling Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 17 of the Tunnelling Contract and to complete any other outstanding obligations under the Tunnelling Contract.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

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

No. Minor Defects	
No. Agreed Defects	
No. Accepted Defects	