

REVISION REGISTER

Issue/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Issue 1 / Rev 2	Attachment A	Addition of Safety in Design requirements and update to 'WHS Laws'	Manager Developer Works	3/11/17
Issue 1 / Rev 2	Attachment F	Removed as forms body of Major WAD document	Manager Developer Works	3/11/17
Ed 1 / Ver 10	11.10	Update references from RMS to TfNSW	Manager Developer Works	19/2/2020

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Attachment A - Project Requirements

The Developer must ensure that the Project Requirements are complied with at all times.

General

1. All plans and documents required to be prepared under this Deed (including without limitation the Design Documents and Project Plans) must comply with all standards set by TfNSW (including Technical Directions), Australian Standards and Austroads Guides with TfNSW Supplements and relevant Codes of Practice.
2. The Design Documents must include the provision of all necessary road markings and sign posting.
3. The Design Documents must include:
 - a. Health & Safety in Design Report including the Register for concept and detailed design stages showing:
 - i. all hazards eliminated or mitigated So Far As Is Reasonably Practicable (SFAIRP);
 - ii. Hazards for construction, maintenance operations and demolition clearly identified and the most appropriate controls proposed; and
 - iii. All information pertaining to resolved and residual health and safety hazards is recorded.
4. A Stage three detailed design Road Safety Audit (RSA) is to be submitted as part of the final design submission. The RSA must be carried out by an independent auditor. The auditor cannot be from the same organisation that carried out the detailed design. In addition, for works with a construction value in excess of \$500,000 (in the road reserve) a Stage four Pre-opening Road Safety Audit must be undertaken prior to practical completion.
5. A minimum footpath reserve of 3.5m is to be provided to accommodate pedestrian facilities and public utilities. If the 3.5m footpath reserve, in respect of both the Works encroaches onto private land the necessary land is to be acquired and dedicated as public road at no cost to TfNSW.

Community Consultation

6. Liaison with the community concerning the project is the responsibility of the Developer. If the completed works or the construction activities are likely to be perceived as having an adverse impact on the amenity of road users or pedestrians, consultation with stakeholders must be undertaken.
7. Any media releases, letterbox drops or other publications concerning the Works, must be approved by TfNSW prior to release. The TfNSW Project Manager will assess the extent of any TfNSW response, depending on the nature of the Works.
8. Where private driveway crossovers and stormwater drainage connections abut the works, the design of the driveway and drainage connections are to be agreed with the property owners. This is to include consideration of, and agreement to, the type and width of driveway and the method of disposal of property stormwater.

Construction

9. Approval to commence construction works is not permitted until TfNSW issues an Approval to Commence Construction. This will be issued after the receipt and acceptance of all statutory approvals, pre-construction documentation and Project Plans. These include:
 - Verification and Monitoring Plan
 - Quality Plan
 - Detailed Construction Program showing critical path
 - Construction Environmental Management Plan, including an Erosion & Sediment Control Plan and any safeguards or requirements identified in any environmental approvals
 - Inspection & Test Plans
 - Traffic Management (including Traffic Control Plans)
10. The Works must be carried out and completed to TfNSW QA Specifications, Environmental and Planning Approvals current at the date of execution of this Works Authorisation Deed. "TfNSW QA

Specifications” means all specifications published from time to time by TfNSW on its website (www.rms.nsw.gov.au) and any other specification prepared as approved and notified by TfNSW.

11. The roadwork and bridgework components are to be undertaken by suitably prequalified and registered contractors acceptable to TfNSW. The contractors are to be prequalified and registered at a class appropriate to the value and type of works in accordance with the TfNSW Prequalification and Registration Schemes.
12. The Quality Plan must make provision for internal quality audits and the results of those audits must be provided to TfNSW within ten business days of the audit being undertaken.
13. All affected utilities are to be relocated to allow for the Works and meet the requirements of TfNSW and all relevant utility authorities, at no cost to TfNSW. TfNSW approval must be obtained prior to utilities being relocated outside of the standard Public Utility Space Allocations as detailed in the NSW Streets Opening Conference's Guide to Codes and Practices for Streets Opening. In particular, power poles and lighting columns must be relocated at least three metres behind the back of kerb.
14. A dated construction schedule is to be submitted and routinely updated so that TfNSW can plan timely inspections. TfNSW reserves the right to carry out surveillance and auditing of the quality system and/or works at any time. Following a written request from TfNSW, the Developer and/or Developer's Contractor must make resources available for the audit process.
15. Road condition reports must be prepared and submitted to TfNSW for all roads likely to be affected by the construction prior to commencement and post completion of construction. Prior to Completion, any damage to the existing road infrastructure (including without limitation road signage, signalling equipment and footpaths) caused during the course of the Works is to be restored and made good to the satisfaction of TfNSW and Council.
16. A summary of the results of all inspections and tests, described in the Inspection and Testing Plans, carried out within a particular month during the course of the Works are to be forwarded to TfNSW within ten Business Days of the end of that month.
17. All final linemarking on asphalt pavements (including transverse and median pavement markings) shall be Thermoplastic material. On a spray seal pavements a reapplication of waterborne paint is required no less than 2 months and no later than 3 months after initial linemarking.
18. The Developer is responsible for all road maintenance between the limit of works from the start of construction until the end of the Defects Liability Period.
19. “Works-as-Executed” (WAE) drawings must be submitted within 4 weeks from the date of Practical Completion, including electronic copies of CAD drawings for signal designs.

Traffic Management

20. A Traffic Management Plan (TMP) must be prepared and submitted for acceptance. Approval to commence construction will not be issued until the TMP is accepted. The TMP must:
 - Be drawn in accordance with AS1742.3 and the TfNSW Traffic Control at Work Sites (TCAWS) Manual.
 - Include Traffic Control Plans (TCPs) for the proposed work. The TCPs must be on scaled drawings of the affected section of road including lane widths, sign spacings and traffic control devices proposed. If temporary pavement marking changes are proposed then a TCP is also required for the pavement marking. The designer should visit the site to ensure that the proposed location of signage is suitable and practical.
 - Include appropriate signage to warn road users of construction vehicle entry/exit points and of excavations.
 - Include a Vehicle Movement Plan (where required by TCAWS) showing signage and other directional devices.
 - Show how pedestrians and cyclists will be directed safely through or around the work site.
 - Be prepared by a designer with a current certificate of training as required by TCAWS. The TCP shall be signed and dated including the designer's certificate number.
21. All pavement markings requiring removal must be removed by water blasting or grinding. Waterborne paint may be used for interim traffic stages. Retro-reflective raised pavement markings must be installed for all traffic stages.
22. A Road Occupancy Licence is required for all Works, including any approved maintenance period. The Road Occupancy Licence is separate and additional to the approval for the traffic management plan and the traffic control plans.
23. Where roadworks speed zone restrictions are proposed, a Speed Zone Authorisation is required.

Practical Completion

24. Prior to Practical Completion deposited plans of subdivision for any land to be dedicated as Public Road must be Registered at no cost to TfNSW or council.

Traffic Control Signals (if included in the Works)

25. The traffic signal installation work must be in accordance with TfNSW specification SI/TCS/8. Due to the specialised nature of traffic control signal installations, TfNSW requires that adequate notice be given to it for release of signal specification hold points, so that its representative can witness these achievements.
26. All traffic signal equipment must be new, must be supplied by the Developer or its contractor (including without limitation housing labels) and must comply with TfNSW Specifications. LED (Light Emitting Diode) traffic signal lanterns must be used for all traffic signal works. Reconstruction of existing sites which currently utilise Incandescent or Quartz Halogen lanterns must be upgraded to LED lantern sites in accordance with Technical direction TDT2008/05a.
27. The Developer is to engage TfNSW Service Provider to certify that all the traffic signal works are in accordance with the Design Documents and specifications.

Attachment B - Description of Works

In describing the Works - identify the following:

- (a) roadworks;
- (b) traffic control facilities;
- (c) Works required to be undertaken to interface with the Road, which may include connecting a private road to a classified road; or
- (d) Works, not being roadworks or traffic control facilities, required to be undertaken including the placement, erection or carrying out of work in, on or over the Road.

Attachment C – Insurance Schedule

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
i	Broadform Public and Products Liability effected with an approved insurer as defined in Definitions and Notes clause 1 below. * If products are not involved in performance of the Services, it will be acceptable not to obtain Products Liability.	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences. The total aggregate liability during any one period of insurance for all claims arising out of the Developer's and Contractor's Products shall not exceed \$20 million.	From the earlier of the Works commencing or time construction contract is awarded to the end of each Defects Liability Period.	<p>(a) lists the Developer and all contractors for their respective rights, interests and liabilities as named insureds.</p> <p>(b) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below.</p> <p>(c) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</p> <p>(d) liability arising out of the use of hoists, cranes, unregistered vehicles, boilers and pressure vessels.</p> <p>(e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.</p>	
ii	Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved insurer as defined in Definitions and Notes clause 1 below.	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences.	From the earlier of the Works commencing or time construction contract is awarded to completion of the Deed including any warranty / maintenance / service period.	<p>(a) all plant, equipment and motor vehicles owned or used by the Developer or contractors directly or indirectly engaged in performance of the Works.</p> <p>(b) lists the Developer and all contractors for their respective rights, interests and liabilities as named insureds.</p> <p>(c) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below.</p> <p>(d) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</p> <p>(e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.</p>	
iii	Workers	As per the Act.	From the earlier of	To cover all persons directly or	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
	Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below.		the Works commencing or time construction contract is awarded to completion of the Deed including any warranty / maintenance / service period.	indirectly engaged in performance of the Works under the Deed for loss, damage, claims and all direct and associated costs and expenses arising under any statute relating to workers or accident compensation or at common law.	
iv	Professional Indemnity* effected with an approved insurer as defined in Definitions and Notes clause 1 below.	\$10 million per occurrence and in the aggregate annually.	From the earlier of the design of the Works commencing or time construction contract is awarded to completion of the Deed plus 7 years following completion of the contract. The insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of this contract.	<ul style="list-style-type: none"> (a) is effected by the contractor and each consultant providing design services. (b) a description of the risk covered by the policy. (c) cancellation clause requiring not less than 30 days' notice to be given by the insurer of an intent to cancel. (d) one automatic restatement per period of insurance. (e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below. 	
v	Contract, works, plant and equipment insurance	To cover the replacement value of Works, including any TfNSW supplied materials.	From the earlier of the Works commencing or time construction contract is awarded to the end of each Defects Liability Period.	<ul style="list-style-type: none"> (a) material damage in relation to Works, temporary works, form works and all other material as supplied in the construction contract. (b) includes Architect, Engineer's and Surveyor's fees. (c) includes owner supplied materials, equipment, temporary buildings and the like, including all additional costs of reconstruction, rectification or repair. (d) lists the Developer and all contractors and subcontractors for their respective rights, interests and liabilities as named insureds. (e) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below. 	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
				(f) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below. (g) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.	
vi	[Other*]			[*Include additional specific risk policies as required].	

Definitions and Notes:

1. Approved insurer means:
 - (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority ('APRA') to conduct general insurance business in Australia; or
 - (b) Lloyds Underwriters; or
 - (c) if there is any placement of the risk overseas, a related general insurance company in Australia which is approved by the APRA and who has accepted the insurance transfer; or
 - (d) if there is any placement of the risk overseas, and does not apply to items (b) and (c) above, the following actions/documentation need to take place and be provided to TfNSW:
 - (1) The Contractor's Finance Committee or appropriate finance personnel of the Contractor, must undertake a full financial risk assessment of the insurer/s being proposed for insurance where the following points must be achieved:
 - (i) the financial rating of the insurer by independent financial advisers must have credit rating of at least 'A' Standard & Poors (S&P) or the equivalent rating by the Moody's Investment Service or AM Best;
 - (ii) the Contractor's Insurance Brokers' Financial Committee or appropriate financial personnel of the Insurance Broker, must have its own report and approve the dealing
 - (e) a Treasury Managed Fund insurance scheme with the NSW State Government; or
 - (f) the Comcover insurance scheme for the Australian Federal Government.
2. TfNSW as an additional named insured for liability arising out of the Developer's / Contractor's activities. This extension includes liability:
 - (a) for injury to any TfNSW employee;
 - (b) arising from work undertaken away from the Developer's / Contractor's premises;
 - (c) for damage to TfNSW's property not in the Developer's / Contractor's physical or legal control.
3. Cross Liability and Waiver of Subrogation Clause

 Cross liability clause means the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance has been issued to each of them (subject always to the overall insured sum).
4. Insurances to be subject to Australian jurisdiction and law of New South Wales

 All insurances held by the *Developer* to provide that the insurer consents to the jurisdiction of all States and Territories of Australia and is subject to the law of New South Wales.

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)
BROADFORM PUBLIC AND PRODUCTS LIABILITY INSURANCE**

Contract Document Number:	
TfNSW:	Transport for NSW
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No.

This is to certify this Policy covers the Insured for work undertaken for and on behalf of TfNSW and Others as described below. Specifically the policy:

1. Covers the Insured's liability arising from bodily injury or damage caused by any act or omission of the Insured, its employees and vicarious liability for subcontractors or agents subject to the attached standard policy terms and conditions.
2. Indemnifies the Insured's contractors and subcontractors Yes / No
below # see note
3. Includes TfNSW as an additional named insured for liability arising out of the Insured's activities. This extension includes liability:
 - for injury to any TfNSW employee;
 - arising from work undertaken away from the Insured's premises;
 - for damage to TfNSW's property not in the Insured's physical or legal control.
4. Includes a cross liability clause operates as if there was a separate policy of insurance covering each of the insured.
5. Covers liability arising out of the use of hoists, cranes, unregistered vehicles, boilers and pressure vessels.
6. Covers property of TfNSW whilst in the Insured's legal and physical control.
7. Agrees to waiver of subrogation clause against any Insured where they are indemnified by the policy.
8. Provides a limit of indemnity of not less than:
 - Public - \$20,000,000 for any single occurrence and unlimited in the aggregate to the number of occurrences;
 - Products - \$20,000,000 for any single occurrence and total aggregate liability during any one period of insurance for all claims arising out of the Insured's products.
9. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
10. Is current for the period to
11. Protects the interest of the Insured for the business activity of:
.....
.....
.....

Signed

Insurance Company Stamp

Dated

Note:

*If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.*

The following COC's are deemed to be acceptable:

- (a) *TfNSW's printed COC as above, signed and stamped by the insurer;*
- (b) *TfNSW's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;*
- (c) *Insurer issuing their own COC which incorporates all TfNSW extensions as listed above.*

CERTIFICATE OF CURRENCY (PROJECT SPECIFIC) **MOTOR VEHICLE FLEET AND MOBILE PLANT INSURANCE**

Contract Document Number:	
TfNSW:	Transport for NSW
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No.

This is to certify this Policy covers the Insured for work undertaken for and on behalf of TfNSW and Others as described below.

Specifically the policy (subject to the attached standard policy terms and conditions):

1. Covers the Insured's liability arising from bodily injury or damage caused by any act or omission of the Insured, its employees and vicarious liability for subcontractors or agents.
2. Indemnifies the Insured's contractors and subcontractors Yes / No
see note below
3. Includes TfNSW as an additional named insured for liability arising out of the Insured's activities. This extension includes liability:
 - ☐ arising from work undertaken at and away from the Insured's premises;
 - for damage to TfNSW's property not in the Insured's physical or legal control.
4. Is either a comprehensive policy or third party property damage policy covering all motor vehicles and mobile plant.
5. Includes a cross liability clause and operates as if there was a separate policy of insurance covering each of the insured.
6. Contains a waiver of subrogation clause waiving all rights, remedies or relief to which the insurer might become entitled by way of subrogation.
7. Contains a clause providing that failure by the insured to observe and fulfil the terms of the policy does not prejudice the insurance in regard to TfNSW.
8. Provides a limit of indemnity of not less than \$20,000,000 for any single occurrence and unlimited in the aggregate to the number of occurrences.
9. Attached is a copy of the policy wording.
10. Is current for the period to
11. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
12. Protects the interests of the Insured relating to the business activity of:
.....
.....

Signed

Insurance Company Stamp

Dated

Notes:

- # ***If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.***
- (i) ***If the Insured does not have a motor vehicle fleet policy but instead has a single motor vehicle insurance policy, a Certificate of Currency (COC) will not be required, instead copies of the following documents are required:***
- (a) ***current registration paper;***
 - (b) ***paid current renewal or new business certificate for motor vehicle insurance;***
 - (c) ***motor vehicle policy.***
- (ii) ***The following COC's are deemed to be acceptable:***
- (a) ***TfNSW's printed COC as above, signed and stamped by the insurer;***
 - (b) ***TfNSW's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;***
 - (c) ***Insurer issuing their own COC which incorporates all TfNSW extensions as listed above.***

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)
NSW WORKERS COMPENSATION INSURANCE**

Contract Document Number:	
TfNSW:	Transport for NSW
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No.

This is to certify this Policy covers the Insured for work undertaken for and on behalf of TfNSW and Others as described below.

Specifically the policy:

1. Protects the interests of the Insured for the business activity of:
.....
.....
2. Covers liability for death or injury to persons employed by the Insured arising under legislation or at common law.
3. Is current for to

Signed

Insurance Company Stamp

Dated

Note: *The following COC's are deemed to be acceptable:*

- (a) *TfNSW's printed COC as above, signed and stamped by the insurer;*
- (b) *Insurer issuing their own COC which incorporates all TfNSW extensions as listed above.*

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)
PROFESSIONAL INDEMNITY INSURANCE**

Contract Document Number:	
TfNSW:	Transport for NSW
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No.

This is to certify this Policy covers the Insured for work undertaken for and on behalf of TfNSW and Others as described below.

Specifically the policy

1. Covers the Insured's liability arising from a breach of professional duty, whether owed in contract or otherwise, caused by any act or omission of the Insured, its employees and vicarious liability for contractors, consultants or agents subject to the attached standard policy terms and conditions.
2. Provides a limit of indemnity of not less than \$.....
3. Is current from to
4. Protects the interests of the Insured for the business activity of:
.....
.....
.....
5. Includes one automatic reinstatement provision.
6. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
7. Retroactive date is unlimited.

Signed

Insurance Company Stamp

Dated

Note: The following COC's are deemed to be acceptable:

- (a) TfNSW's printed COC as above, signed and stamped by the insurer;
- (b) TfNSW's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;
- (c) Insurer issuing their own COC which incorporates all TfNSW extensions as listed above.

CERTIFICATE OF CURRENCY (PROJECT SPECIFIC) **CONTRACT WORKS INSURANCE**

Contract Document Number:	
TfNSW:	Transport for NSW
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No.

This is to certify this Policy covers the Insured for work undertaken for and on behalf of TfNSW and Others as described below.

Specifically the policy (subject to the attached standard policy terms and conditions):

1. Covers loss and / or damage or destruction of the following for an amount not less than the following amounts:

THE WORKS	\$.....
TEMPORARY WORKS	\$.....
EQUIPMENT AND MATERIALS ON SITE	\$.....
CONSTRUCTIONAL PLANT	\$.....
REMOVAL OF DEBRIS	\$.....
ARCHITECT'S / ENGINEER'S FEES	\$.....
2. Indemnifies the Insured's contractors and subcontractors Yes / No # see note below
3. Location anywhere in Australia.
4. Covers property of TfNSW whilst in the Insured's legal and physical control, limited to \$..... any one occurrence.
5. Includes a cross liability clause and operates as if there was a separate policy of insurance covering each of the insured.
6. Agrees to waiver of subrogation clause against any Insured where they are indemnified by the policy.
7. Contains a clause providing that failure by the Insured to observe and fulfil the terms of the policy does not prejudice the insurance in regard to TfNSW.
8. Provides a limit of indemnity of not less than \$..... for any single occurrence and unlimited in the aggregate to the number of occurrences.
9. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
10. Is current for the period to Plus Defects Liability Period of months.
11. Protects the interests of the Insured for the business activity of:

Signed Insurance Company Stamp

Dated

Note:

If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.

The following COC's are deemed to be acceptable:

- (a) ***TfNSW's printed COC as above, signed and stamped by the insurer;***
- (b) ***TfNSW's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;***
- (c) ***Insurer issuing their own COC which incorporates all TfNSW extensions as listed above***

Attachment D - Statutory Declaration and Subcontractor Statement regarding Workers Compensation, Pay-roll Tax and Remuneration

Schedule	
<p style="text-align: center;">Statutory Declaration</p> <p>I, _____ of _____ do solemnly and sincerely declare that:</p> <p>1. I am a representative of _____ ("Developer") in the Office Bearer capacity of _____</p> <p>2. The Developer has a contract with Transport for NSW to carry out certain works for _____ ("Contract").</p> <p>3. Attached to and forming part of this declaration is a Subcontractor's Statement given by the Developer 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:</p> <p style="margin-left: 40px;">a. under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;</p> <p style="margin-left: 40px;">b. under the Payroll Tax Act 2007, Schedule 2 Part 5, in the form and providing the detail required by that legislation; and</p> <p style="margin-left: 40px;">c. under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.</p> <p>4. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</p> <p>5. The obligations of the Developer under the Contract relating to Security of Payment, if any, including payment of employees, workers and Subcontractors of the Developer have been complied with by the Developer.</p> <p>6. If the Developer has contractors, the Developer has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).</p> <p>7. All statutory declarations and Subcontractor's Statements received by the Developer from contractors referred to in clause 6 were:</p> <p style="margin-left: 40px;">(a) given to the Developer 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</p> <p style="margin-left: 40px;">(b) given by the contractors in their capacity as 'Subcontractors' as defined in the Acts.</p>	<p>Insert name of Declarant</p> <p>Insert address</p> <p>Insert name of Developer and ABN if applicable</p> <p>Insert position title of Declarant</p> <p>Insert name of Contract</p> <p>Insert the relevant payment period</p>

8. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Developer by its Subcontractors.
9. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.
10. The Developer is not, under any law, insolvent or unable to pay its debts as and when they fall due.

And 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 _____ (place where declaration made) on
_____ (date of declaration) by

Signature of person making the declaration

before me: _____

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place]

Certificate under section 34 (1)(c) of Oaths Act 1900

**Please cross out any text that does not apply*

I _____, a _____,
insert name of authorised witness *insert qualification to be authorised witness*

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person *or* *I did not see the face of the person because the person's face was covered, but I am satisfied that the person had a special justification for not removing the covering.
2. *I have known the person for at least 12 months *or* *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was
describe identification document relied on

Signature of authorised witness (print)

Date



SUBCONTRACTOR'S STATEMENT REGARDING WORKER'S 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)

(f) Signature Full name.....

(g) 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*.

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 Relations 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.

Attachment E – Land to be Dedicated

If road widening is required to accommodate road infrastructure facilities and/or utilities, a drawing indicating the existing and proposed boundaries is required. If the proposed road boundary has not been finalised, a draft plan will suffice.

If no road widening identified at time of executing WAD include text "Not Used" and strike through item in Table of Contents.

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Attachment F – Deed of Appointment of Project Verifier

Deed of Appointment of Project Verifier

This Deed made at Sydney on

Parties

[Insert Developer's name] (ABN [Insert Developer's ABN]) of [Insert Developer's address] ("Developer")

[Insert Contractor's name] (ABN [Insert Contractor's ABN]) of [Insert Contractor's address] ("Contractor")

Transport for NSW (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point 2061 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) ("TfNSW")

[Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) of [Insert Project Verifier's address] ("Project Verifier")

Recitals

- A. On **[insert date]** the Developer entered into a Works Authorisation Deed with TfNSW in respect of the Works.
- B. The Contractor has entered into the Contract with the Developer in respect of the Works.
- C. The Project Verifier represents that it is experienced generally in construction and project management and, in particular, in the construction and project management of works similar to the Works and offers its expertise in those fields.
- D. The Works Authorisation Deed contemplates that the Project Verifier will discharge those functions set out in Schedule 2 of this Deed.
- E. The Project Verifier will perform its obligations on the terms and conditions of this Deed.

This Deed provides:

1. Definitions and interpretation

1.1 Definitions

In this Deed words and expressions which have a defined meaning in the Works Authorisation Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and

Construction Phase Services means all Services relating to the verification of the construction of the Works and the performance by the Developer of its construction obligations under the Works Authorisation Deed.

Construction Program means the construction program under the Contract.

Construction Site means the "Site" as defined in the Works Authorisation Deed.

Contract means the contract for the design and construction of the Works between the Developer, as principal under the Contract, and the Contractor.

Date of Final Completion has the meaning set out in the Works Authorisation Deed.

Design Phase Services means all Services relating to the verification of the design of the Works and the performance by the Developer of its design obligations under the Works Authorisation Deed.

Fee means the amount payable to the Project Verifier for the performance of the Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 8.3 have the meanings used in the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time) or any replacement or other relevant legislation and regulations, except "GST law" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 8.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Initial Verification and Monitoring Plan means the initial verification and monitoring plan contained in Part 1 of Schedule 4 to this Deed.

Insolvency Event means when:

- (a) one party informs the other parties in writing, or its creditors generally, that it is insolvent or is unable to proceed with its obligations under this Deed for financial reasons;
- (b) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge; or
- (c) in relation to a corporation any one of the following:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement);
 - (ii) the corporation enters a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement) or composition with creditors;
 - (iii) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for, a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator to be appointed to the corporation;
 - (iv) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;
- (d) an application is made to a court for the sequestration or winding up of the corporation and not stayed, dismissed or discontinued within 21 days;
- (e) a sequestration order or winding up order is made in respect of the corporation;
- (f) the corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up), or a meeting of creditors of a party under administration or a deed of company arrangement resolves that the corporation be wound up;
- (g) a mortgagee of any property of the corporation takes possession of that property; or
- (h) the corporation ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business, or disposes or threatens to dispose of all or a substantial part of its assets.

Minimum Requirements means the minimum requirements for the Verification and Monitoring Plan, as set out in Schedule 6 to this Deed.

NCR means a non-conformity report.

Other Parties means TfNSW, the Developer and the Contractor.

Payment Schedule means Schedule 3 to this Deed.

Project Documents means those agreements described in Schedule 1 to this Deed.

Project Verifier's Representative means the relevant person referred to in clause 3.3(c)(i) or clause 3.3(c)(ii) and any person holding that position in accordance with clause 3.3(b).

Services means those services listed in Schedule 2 to this Deed and such other services as the Project Verifier may be required to perform and/or provide under this Deed.

Verification and Monitoring Plan means the plan the Project Verifier is required to prepare in accordance with clause 3.6, and in respect of which the Developer has not issued a notice under clause 3.6(b)(ii), as that plan is updated from time to time in accordance with clause 3.7 of this Deed.

Works means the "Works" as defined in the Works Authorisation Deed.

Works Authorisation Deed means the document entitled "Works Authorisation Deed –[INSERT]" dated [insert date] between TfNSW and the Developer.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

1.3 Governing Law

This Deed is governed by and will be construed according to the laws of New South Wales.

2. Appointment of the Project Verifier

2.1 Appointment

- (a) Each of the Other Parties appoints the Project Verifier under this Deed to perform the Services.
 - (b) The Project Verifier confirms its acceptance of the appointment referred to in clause 2.1(a).
-

2.2 **Payment**

- (a) The Developer must pay the Project Verifier, and warrants to TfNSW and the Contractor that it will pay the Project Verifier, the Fee in accordance with the Payment Schedule.
- (b) The Project Verifier must notify TfNSW in writing if any part of the Fee that is due and payable by the Developer under and in accordance with this Deed remains unpaid 90 days after the due date for payment under and in accordance with this Deed.

2.3 **Nature of Services**

The Project Verifier and the Other Parties acknowledge and agree that the Verification and Monitoring Plan is incidental to, and does not limit or otherwise affect the Services or the Project Verifier's obligations under this Deed.

3. **Project Verifier's obligations**

3.1 **Acknowledgement**

The Project Verifier acknowledges that:

- (a) it has received a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
- (b) its obligations extend to and include the obligations, functions, duties and services of the "Project Verifier" under the Project Documents.

3.2 **Further acknowledgements and warranties**

The Project Verifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the knowledge, skill, expertise and experience of the Project Verifier in the performance of its obligations under this Deed; and
 - (ii) may suffer loss if the Project Verifier does not perform its obligations in accordance with the requirements of this Deed;
 - (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular;
 - (c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this Deed and the Project Documents, and where no time is prescribed, within a reasonable time, and will comply with the requirements of the Payment Schedule;
 - (d) without limiting clauses 3.2(a) and 3.2(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Project Verifier under or pursuant to this Deed or the Project Documents;
 - (e) without limiting its obligations under any provision of this Deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services in accordance with this Deed; and
 - (ii) without limiting subparagraph (i), to the extent the Verification and Monitoring Plan is not inconsistent with:
 - A. the Project Documents; or
 - B. the nature of the Services,it will carry out and perform the Services in accordance with the Verification and Monitoring Plan; and
 - (f) will provide transport on site for the use of its site personnel.
-

3.3 Key Personnel

- (a) The Project Verifier must provide personnel with a sufficient degree of knowledge, skill, expertise and experience to perform its obligations under this Deed.
- (b) The Project Verifier must ensure that the people referred to in clause 3.3(c):
 - (i) perform the services required of their respective positions;
 - (ii) are not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if any of the people are removed:
 - A. they must be replaced by people of at least equivalent knowledge, skill, expertise and experience; and
 - B. prior to removal and replacement, there must be a proper and adequate handover to ensure that the new personnel have a reasonable understanding of the Project and the Services; and
 - (iii) are available for consultation as any party may reasonably require from time to time.
- (c) The people required to perform the Services are:
 - (i) **[Insert name]** as the Project Verifier's Representative for the Design Phase Services;
 - (ii) **[Insert name]** as the Project Verifier's Representative for the Construction Phase Services;
 - (iii) **[Insert name]** as the Project Verifier's project director; and
 - (iv) the other persons listed in clause 6 of the Payment Schedule.
- (d) The Other Parties may jointly direct the Project Verifier to remove from the performance of the Services any of the people referred to in clause 3.3(c) and the Project Verifier must comply with any such direction.
- (e) The Project Verifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 2 which the Project Verifier is required to execute as part of the Services. The Project Verifier must ensure that these certificates and documents are signed by the person or persons so notified.

3.4 Subcontracting

- (a) Subject to clause 3.3, the Project Verifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed).
- (b) The Project Verifier remains responsible for the performance of the Services in accordance with this Deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts and omissions of the Project Verifier.
- (c) Unless the Other Parties otherwise approve in writing, the Project Verifier must contract with the subcontractors set out below in respect of the relevant part of the Services set out below:

Name of subcontractor

Relevant Services

[Name to be inserted]

[Details of Services to be inserted]

3.5 Quality Assurance

- (a) The Project Verifier must implement a quality system in accordance with ISO9000 and ISO9001, and otherwise in a form reasonably acceptable to the

Other Parties to ensure compliance of the Services with the requirements of this Deed.

- (b) The Project Verifier will not be relieved of any requirement to perform any obligation under this Deed as a result of:
 - (i) compliance with the quality assurance requirements of this Deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this Deed, including any review of, comments upon, or notice in respect of, the Verification and Monitoring Plan or any audit under clause 3.9.

3.6 Verification and Monitoring Plan

- (a) The Project Verifier must prepare and submit to the Other Parties within 10 Business Days of the date of this Deed a "Verification and Monitoring Plan" which must:
 - (i) be based on the Initial Verification and Monitoring Plan;
 - (ii) address the matters identified in Part 2 of Schedule 4 to this Deed; and
 - (iii) comply with the Minimum Requirements.
- (b) TfNSW and the Developer may:
 - (i) review the Verification and Monitoring Plan submitted under clause 3.6(a); and
 - (ii) if the Verification and Monitoring Plan does not comply with this Deed, or if TfNSW believes that the Verification and Monitoring Plan does not comply with the Minimum Requirements,notify the Project Verifier with details of the non-compliance.
- (c) If the Project Verifier receives a notice under clause 3.6(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clause 3.6(b) will reapply.
- (d) If the Project Verifier does not receive a notice under clause 3.6(b)(ii) within 21 days after the submission of the relevant Verification and Monitoring Plan, the relevant Verification and Monitoring Plan submitted will be the Verification and Monitoring Plan with which the Project Verifier must comply (as it is updated from time to time under and in accordance with clause 3.7).

3.7 Revisions to the Verification and Monitoring Plan

- (a) The Project Verifier must:
 - (i) progressively amend, update and develop the Verification and Monitoring Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Works, and variations under the Works Authorisation Deed and any changes in the manner of performing the Services;
 - (ii) ensure that any amendments, updates or developments of the Verification and Monitoring Plan under clause 3.7(a)(i) are consistent with, and comply with, the Minimum Requirements; and
 - (iii) submit each revision of the Verification and Monitoring Plan to the Other Parties.
 - (b) TfNSW and the Developer may:
 - (i) review the Verification and Monitoring Plan submitted under clause 3.7(a); and
 - (ii) if the Verification and Monitoring Plan does not comply with this Deed, including that the revised Verification and Monitoring Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan,notify the Project Verifier with details of the non-compliance or reduction.
-

- (c) If the Project Verifier receives a notice under clause 3.7(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clauses 3.7(a) to 3.7(c) will re-apply.
- (d) TfNSW, the Developer and the Contractor owe no duty to the Project Verifier to review the Verification and Monitoring Plan for errors, omissions or compliance with this Deed.
- (e) Without limiting clause 3.2(e), the Project Verifier must not, either in the preparation of the Verification and Monitoring Plan required by clause 3.6(a) or the amending, updating and development of the Verification and Monitoring Plan required by clause 3.7(a)(i), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan without the prior written approval of TfNSW's Authorised Officer.
- (f) The Project Verifier must not amend the Verification and Monitoring Plan other than in accordance with this clause 3.7.

3.8 **Progress Reports by the Project Verifier**

During the period from the date of this Deed until the Date of Final Completion under the Works Authorisation Deed, the Project Verifier must provide a monthly progress report (one hard copy plus simultaneous provision of an electronic copy) to the Other Parties by the seventh day of each calendar month and in such format as is required by TfNSW's Authorised Officer, containing, identifying or setting out in relation to the Works Authorisation Deed:

- (a) a description of the verification activities undertaken during the reporting period;
- (b) a list or schedule of design and construction surveillance, monitoring and audits undertaken by the Project Verifier during the reporting period (which must, as a minimum, include the surveillance activities specified in Schedule 5);
- (c) a summary of key risks and issues relating to the Services;
- (d) the Project Verifier's current and planned resources and staffing levels;
- (e) details of any Developer non-conformities raised by the Project Verifier or TfNSW and details on the verification of the rectification by the Developer of non-conformities;
- (f) details of the surveillance, monitoring and auditing proposed to be undertaken by the Project Verifier in the forthcoming reporting period (which must, as a minimum, include the surveillance activities specified in Schedule 5), including the outcomes of the risk management processes used to determine the levels and scope of the surveillance activities;
- (g) details of the current version of the Verification and Monitoring Plan and a summary of any amendments, updates and developments to the Verification and Monitoring Plan during the reporting period; and
- (h) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Services, together with detailed particulars on how the Project Verifier is dealing or proposes to deal with any such act, matter or thing.

3.9 **Audit and surveillance**

- (a) The Project Verifier must:
 - (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of the Other Parties or any one of them; and
 - (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.
 - (b) Without limiting the foregoing, the Project Verifier must, at all times:
 - (i) give to the third party access to premises occupied by the Project Verifier where the Services are being undertaken; and
 - (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.
-

3.10 **Access to records**

From the date of this Deed and for a period of seven years following completion of the Services, the Project Verifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents prepared or generated by or on behalf of the Project Verifier arising out of or in connection with the carrying out the Services.

4. **Independence and Confidentiality**

4.1 **Project Verifier to be independent**

- (a) The Project Verifier warrants to the Other Parties that in performing the Services, it will act:
 - (i) independently of the Other Parties;
 - (ii) honestly, diligently and reasonably;
 - (iii) with the degree of professional, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the construction industry generally and the design and construction of major engineering works in particular; and
 - (iv) within the time prescribed under this Deed or the Project Documents or as anticipated by the Construction Program.
- (b) Clauses 4.1(a)(i) and 4.1(a)(ii) do not prevent the Project Verifier from meeting with any of the Other Parties without all of the Other Parties being present.

4.2 **Confidentiality**

The Project Verifier must keep confidential details of this Deed and all information and documents provided to, or by, the Project Verifier relating to the Services, the Project or the Project Documents and not provide, disclose or use the information or documents except:

- (a) to the Other Parties;
- (b) for the purposes of performing the Services;
- (c) where required by law or to obtain legal advice on this Deed; or
- (d) with the prior written consent of the Other Parties.

This obligation will survive completion of the Services and the termination of this Deed.

5. **Obligations of the Other Parties**

5.1 **No Interference or Influence**

- (a) The Other Parties will not interfere with or attempt to improperly influence the Project Verifier in the performance of any of the Services. The parties acknowledge that any communication allowed by this Deed will not of itself constitute a breach of this clause.
- (b) Clause 5.1(a) does not prevent the Other Parties from providing written comments to the Project Verifier in respect of a Design Document or any other aspect of the Works.

5.2 **Co-operation by the Developer and the Contractor**

Without limiting or otherwise affecting any of:

- (a) the Developer's obligations under this Deed or the Works Authorisation Deed; or
- (b) the Contractor's obligations under this Deed or the Contract,

the Developer and the Contractor must:

- (c) co-operate with and provide the Project Verifier with all information and documents necessary or reasonably required by the Project Verifier to perform
-

the Services, or otherwise requested by the Project Verifier or directed by TfNSW;

- (d) allow the Project Verifier to attend all design meetings and procure for the Project Verifier access to such premises as may be reasonably necessary to enable the Project Verifier to perform the Services or as requested by the Project Verifier or directed by TfNSW, including allowing access to the Construction Site and all places at which the Developer's activities under the Works Authorisation Deed are being undertaken;
- (e) ensure that Hold Points and Witness Points are included in the Project Documents as required by the Project Verifier to enable the Project Verifier to perform the Services; and
- (f) not proceed beyond any Hold Point until it has been released by the Project Verifier.

5.3 TfNSW to have no liability

- (a) Each party acknowledges that TfNSW does not, nor will it be taken to have, a liability, or to have assumed or become (on enforcement of any of its powers or otherwise), liable:
 - (i) to any party to this Deed by reason of them being a party to this Deed; or
 - (ii) for the performance of any obligation of the Developer, the Contractor or the Project Verifier under this Deed or the Project Documents.
- (b) Without limiting clause 5.3(a), each party acknowledges and agrees that the Project Verifier does not have the authority to authorise any non-compliance with the Project Documents.

6. Liability, insurance and indemnity

6.1 Limitation of liability

Subject to clause 6.2, the Project Verifier's liability under this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to \$[10] million.

6.2 Exclusions

The limitation of liability in clause 6.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Project Verifier or anyone for whom it is responsible:

- (a) fraud or criminal conduct;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious, reckless or intentional indifference to any provision of this Deed or the rights or welfare of, or the foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or
- (c) gross negligence being any negligent act or omission which the Project Verifier knew, or ought reasonably to have been aware, would result in substantial losses being incurred by, or substantial harmful consequences being suffered by, another party to the Deed.

6.3 Insurances

The Project Verifier must, from the date of the Works Authorisation Deed hold and maintain:

- (a) professional indemnity insurance with:
 - (i) a limit of indemnity of not less than \$[10] million for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the Project Verifier or its employees, agents or consultants; and
 - (ii) a deductible of not more than \$[500,000];
-

- (b) workers compensation insurance in accordance with the requirements of Law; and
- (c) public liability insurance with a limit of liability of no less than \$[20] million for any single claim for any loss of, or damage to, any real or personal property and personal injury to any person, arising out of this Deed and which names TfNSW and the Developer as insured parties.

6.4 Notice of matter affecting insurance

The Project Verifier must notify the Other Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.

6.5 Provision of information

Before the Project Verifier starts any work for or in connection with this Deed and whenever requested in writing by any of the Other Parties, the Project Verifier must supply proof that all insurance policies which the Project Verifier is required to hold and maintain under this Deed (including insurance policies required to be taken out by subcontractors) are current.

6.6 Periods for insurance

The Project Verifier must keep:

- (a) the professional indemnity insurance current until 12 years after the Project Verifier ceases to perform the Services; and
- (b) the workers compensation insurance current until it ceases to perform the Services.

6.7 Obligations unaffected by insurance

The requirement to effect and maintain insurance in this clause 6 does not limit the liability or other obligations of the Project Verifier under this Deed.

6.8 Indemnity

Subject to clause 6.1, the Project Verifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of the negligent act, error or omission of the Project Verifier, its employees, agents, subcontractors or consultants.

7. Termination of appointment

7.1 Notice of termination

The Other Parties may jointly terminate this Deed by notice in writing served on the Project Verifier if:

- (a) the Project Verifier is in breach of this Deed and the breach is not remediable in the reasonable opinion of the Other Parties;
 - (b) the Project Verifier is in breach of this Deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
 - (c) an Insolvency Event occurs in relation to the Project Verifier; or
 - (d) the Other Parties in their absolute discretion for any reason whatsoever serve on the Project Verifier a notice of termination of this Deed, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.
-

7.2 Prior agreement on replacement

Prior to serving a notice under clause 7.1, the Other Parties must have agreed upon another person to act as a replacement for the Project Verifier.

7.3 Termination

Where a notice is served on the Project Verifier under clause 7.1, the appointment of the Project Verifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 7.1; or
- (b) the appointment of a replacement for the Project Verifier.

7.4 Delivery of documents

Upon the date of termination of the appointment of the Project Verifier, the Project Verifier:

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Project Verifier relating to the Services; and
- (b) acknowledges that the Other Parties have the right to use all such documents for the purposes of the Project Documents and the Works.

7.5 Reasonable assistance

Where the Other Parties give a notice of termination under clause 7.1, the Project Verifier must provide full assistance to the Other Parties and any replacement for the Project Verifier appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

7.6 Payment until date of termination

Where this Deed is terminated under clause 7.1(d), the Project Verifier is only entitled to be paid by the Developer the proportion of the Fee for Services performed up to the date of the termination.

7.7 Termination without payment

Termination of this Deed will be without prejudice to any claim which the Other Parties or any one of them may have in respect of any breach of the terms of this Deed which occurred prior to the date of termination.

7.8 Survive termination

This clause 7 will survive the termination of this Deed by the Other Parties under clause 7.1.

7.9 Rights upon Termination

If this Deed is terminated pursuant to clauses 7.1(a), 7.1(b) or 7.1(c), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing the Deed had the Project Verifier repudiated the Deed and the Other Parties elected to treat the Deed as at an end and recover damages.

8. Expenses, Stamp Duty and GST

8.1 Expenses

Except as otherwise provided in this Deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed.

8.2 Stamp Duties

- (a) The Contractor must:
 - (i) pay all stamp duties (apart from financial institutions duties or bank account debit taxes which will lie between the parties as they fall) and any related fines and penalties in respect of this Deed, the performance of this
-

Deed and each transaction effected by or made under or pursuant to this Deed; and

- (ii) indemnify each other party against any liability arising from failure to comply with clause 8.2(a)(i).
- (b) The Contractor is authorised to make any application for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

8.3 **GST**

- (a) Notwithstanding any other provision of this Deed, any amount payable for a supply made under this Deed which is calculated by reference to a cost, expense or other amount paid or incurred by a Party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.
- (b) If GST becomes payable on any supply made by a party (the "**Supplier**") under or in connection with this Deed:
 - (i) any amount payable or consideration to be provided under this Deed for that supply ("**Agreed Amount**") is exclusive of GST;
 - (ii) an additional amount will be payable by the party to whom that supply is made (the "**Recipient**"), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
 - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this Deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this Deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this Deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination.

9. **Miscellaneous**

9.1 **Further acts**

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Deed.

9.2 **Notices**

Any communication under or in connection with this Deed:

- (a) must be in writing;
-

(b) must be addressed as shown below:

Name: Transport for NSW
Address: ***[Insert address for notices]***
Fax no: ***[Insert fax number]***
For the attention of: ***[Insert name and/or position details]***

Name: TfNSW's Authorised Officer
Address: ***[Insert address for notices]***
Fax no: ***[insert fax number]***
For the attention of: ***[Insert name and/or position details]***

Name: The Developer
Address: ***[Insert address for notices]***
Fax no: ***[Insert fax number]***
For the attention of: ***[Insert name and/or position details]***

Name: The Developer's Authorised Officer
Address: ***[Insert address for notices]***
Fax no: ***[Insert fax number]***
For the attention of: ***[Insert name and/or position details]***

Name: The Contractor
Address: ***[Insert Contractor's address]***
Fax no: ***[Insert Contractor's facsimile]***
For the attention of: ***[Insert contact name and/or position details]***

Name: ***[Insert Project Verifier's name]***
Address: ***[Insert Project Verifier's address]***
Fax no: ***[Insert Project Verifier's facsimile]***
For the attention of: ***[Insert contact name and/or position details]***

(or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.2(b); and
- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non Business Day, or is after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
-

- (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9.2(b), unless that delivery is made on a non Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day.

9.3 **Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 9.3(a).

9.4 **Amendments**

This Deed may only be varied by a document signed by or on behalf of each of the parties.

9.5 **Assignment**

No party to this Deed may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party to this Deed.

9.6 **Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by any party under this Deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Deed will operate as a waiver of any breach of that term or of a breach of any other term of this Deed.

9.7 **Consents**

Any consent or approval referred to in, or required under, this Deed from any party may be given or withheld, or may be given subject to any conditions as that party (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

9.8 **Counterparts**

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

9.9 **Indemnities**

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.

It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.

9.10 **Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
 - (b) supersedes any prior agreement (whether or not in writing) between the parties.
-

9.11 **No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Deed.

9.12 **Relationship of the parties**

- (a) The relationship between and among the parties to this Deed will not be that of partners or joint venturers and nothing herein contained will be deemed to constitute a partnership or joint venture among them and no party will have authority or power to act unilaterally as agent for the other.
- (b) It is understood that the Project Verifier is acting as an independent contractor for the Other Parties and therefore, the Project Verifier is not authorised to enter into any binding obligations on behalf of any or all of the Other Parties.

9.13 **Replacement Body Interpretation**

If an authority or body referred to in this Deed:

- (a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation; or
- (b) ceases to exist,

this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

9.14 **Severance**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

9.15 **Moratorium Legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this Deed or otherwise, are expressly waived.

9.16 **Civil Liability Act**

- (a) It is agreed that the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
 - (b) Without limiting the generality of clause 9.16(a) it is further agreed that the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.
-

EXECUTED as a deed.

Date:

EXECUTED by *[INSERT NAME
AND ABN OF DEVELOPER]*:

Signature of director

Signature of director/secretary

Name

Name

EXECUTED for and on behalf of
**Transport for NSW (ABN 18 804
239 602)** by its authorised
delegate in the presence of:

Signature of witness

Signature of authorised delegate

Full name of witness

Name of authorised delegate

EXECUTED by *[INSERT NAME
AND ABN OF CONTRACTOR]*:

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by **[NOTE: INSERT
NAME AND ABN OF PROJECT
VERIFIER]**:

Signature of director

Signature of director/secretary

Name

Name

DRAFT

Schedule 1 - Project Documents

The Project Documents are as follows:

1. Works Authorisation Deed.
 2. Developer's Development Application.
 3. Developer's Development Consent.
 4. Project Plans:
 - a. Construction Program;
 - b. Traffic Management (including Traffic Control Plans);
 - c. Quality Plan;
 - d. Environmental Management Plan; and
 - e. Inspection and Testing Plan.
 5. Concept Design Documentation.
 6. Detailed Design Documentation (including full engineering design documentation and drawings, including design report, geotechnical report, specification, document, calculation, software, sample, model, pattern and the like, required by the Works Authorisation Deed or the Developer's Development Consent or created for the construction of the Works).
 7. TfNSW QA Specifications.
 8. Schedule of delegated Hold and Witness Points.
 9. Road Safety Audits.
 10. Project Verification Certificates (being those certificates set out in Schedules 7 – 11 of Attachment F).
 11. Other relevant documents which are agreed, in writing, by TfNSW and the Developer to be Project Documents for the purposes of this Deed.
 12. Documents related to Health & Safety in Design and Constructability Workshops.
-

Schedule 2 - Project Verifier Services

SECTION 1 – SCOPE OF SERVICES

The Project Verifier must discharge the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Project Verifier, including the following:

1. Receive and review each revision of the Project Plans within 15 days of submission of the plan to the TfNSW Authorised Representative and provide Project Plan Certificates in the form of Schedule 7.
2. Provide a certification stating that all findings / non-conformances of Road Safety Audits have been satisfactorily addressed and closed out prior to their acceptance by TfNSW.
3. Receive all information and documents, attend all design meetings (as required) and obtain access to such premises as may be necessary or reasonably required for the performance of the obligations of the Project Verifier.
4. Verify the final version of Detailed Design Documentation for each design component and providing design certification in the form of Schedule 8.
5. Review the Developer's Schedule of delegated Hold and Witness Points and obtain TfNSW acceptance.
6. Observe, monitor, review and assess the quality of the Works and the durability of the Works to verify the Developer's compliance with the requirements of the Project Documents.
7. Independently verify that the Works comply with the Project Documents.
8. Execute and provide certificates in the form of:
 - a) Schedule 7 - Project Plan Certificate;
 - b) Schedule 8 –Design Documents Certificate;
 - c) Schedule 9 - Monthly Construction Certificate;
 - d) Schedule 10 - Construction Completion Certificate; and
 - e) Schedule 11 - Final Verification Certificate (upon expiry of the Defects Liability Period);
9. Provide a monthly progress report, by the tenth day of the following month, including details on:
 - a) the status and progress made by the Developer in the previous month in respect of the Works;
 - b) register of all Inspection and Test Plans current and closed out during the month;
 - c) outline of any construction issues not closed out within a 2 week period;
 - d) the Project Verifier's current and planned resources and staffing levels; and
 - e) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Project Verifier Services, together with detailed particulars on how the Project Verifier is dealing or proposes to deal with any such act, manner or thing.

SECTION 2 – VERIFICATION ACTIVITIES

1. Application of verification activities

The provision of verification services in respect of the Works undertaken by the Developer is the key process to be implemented by the Project Verifier during the design and construction phases of this project.

The independent Project Verifier will implement and operate systems for undertaking the following functions for this project:

2. Review and certification of project plans

The Developer is required by the Works Authorisation Deed to prepare and submit to TfNSW the Project Plans referred to in Schedule 1. The purpose of each Project Plan is for the Developer to describe in detail how he intends to carry out the Works in accordance with the requirements of the Project Documents.

Project Plans are controlled documents that will require ongoing development, amendment and updating throughout the duration of the Works.

The Project Verifier will maintain a register of all Project Plans received from the Developer. The Project Verifier will make itself familiar with all received Project Plans and raise comments where applicable. The Project Verifier will issue the Project Verification Certificates.

3. Risk assessment

The level and scope of verification of the design and verification/surveillance of the construction activity will be based on a continuous risk assessment process taking into account the importance of:

- commercial, safety, community involvement elements etc;
- results of previous audits/ surveillance;
- engineering/environmental constraints/ difficulties;
- effect on future work; and
- any other item identified during the Works.

The Project Verifier's Representative (to be notified to TfNSW upon the appointment of the Project Verifier by the Developer), will determine the extent and type of verification required for the project, having regard to the following:

- complexity of the design;
- assessed risk and the likelihood and consequence of failure;
- requirements of the Project Documents;
- durability implications;
- adequacy of documentation content;
- compliance with project specific requirements; and
- any direction given by TfNSW.

4. Design verification

The Project Verifier will independently verify that the design of the Works including temporary works complies with the requirements of the Project Documents.

Design verification will be carried out to confirm compliance of the design with the current input documents, design criteria, design codes and standards, specifications and accepted engineering practice on all design elements.

Process

The Project Verifier will review, where appropriate, the design documents (drawings, specifications and reports) generally at the concept design documentation (15% complete) and detail design documentation (85%) and review and verify on 100% complete stages. At

the successful completion of the 100% reviews the Project Verifier will issue the Project Verifier's Design Documents Certificate.

During the review process the Project Verifier is to ensure that any TfNSW comment on the design has been incorporated or determined before the issue of the Design Documents Certificate.

Following resolution of any outstanding qualifications and issues raised by the Verifier or TfNSW, the Developer shall issue accepted "For Construction" documents including final drawings, final specifications, and final design reports.

The Project Verifier will exercise discretion when carrying out independent design checks on key elements and specific issues of the design to satisfy himself that the design complies with the Project Documents. Key elements will be defined by a risk assessment process.

If the structures are propriety items, design inputs and design outputs (inclusive of drawings, fabrication process and technical specifications) must be certified by the sub-contractors for compliance with the Project Documents before the verification process commences.

The design outputs, drawings and technical specifications will be reviewed to verify that the intended design inputs and technical requirements have been incorporated in the Project Documents and design output meets the requirements of design criteria, project objectives, codes and standards.

If any design documentation is rejected, then the design amendments will be subjected to the same verification process outlined above.

The response time by the Project Verifier will be mutually agreed with the Developer and TfNSW for each design package (generally within 15 days).

Other Outputs

- Progressively review and certify accepted 'For Construction' detailed design documentation (drawings and specifications) of both permanent and temporary staging works.
- Review and certify Amended Design Documents that might arise during the course of construction.

5. Construction works verification

General

The Project Verifier will independently verify that the Works as constructed, including temporary works and product and process, comply with the requirements of the Project Documents. It is acknowledged, the majority of the construction obligations will be met by the Developer's Principal Contractor.

Site Surveillance

The Project Verifier will monitor the construction activities on site and will identify, raise and document observations, which indicate non-compliance with the requirements of the Technical Specifications, Project Documents and the Project Quality Plan including the Technical Procedures ('TPs') and Inspections and Tests Plans ('ITPs'). These observations together with comments of agreed actions and Project Verifier acceptance will be recorded by the Developer in a register of Construction Issues.

Construction Control - Inspection and Test Plans

The Developer is required to establish ITPs for all manufacturing and construction activities to comply with the requirements of the Project Documents. TPs, ITPs and Verification Checklists ('VCs') are controlled documents that will be subject to review and amendment during the term of this Deed.

The Project Verifier will review all ITPs, TPs and VCs issued by the Developer based on the requirements of the (Project) Documents to ensure that adequate construction and verification steps are included to provide an adequate level of control of the construction process. The Documents will also be reviewed to ensure that all the Hold Points, Witness Points, acceptance criteria, methods of testing, frequency of testing, time limits for testing, time

constraints for submissions, responsibilities, traceability and evidence of conformance in the form of quality records have been identified.

All comments raised during the review process will be forwarded to the Developer for action. The Developer's response, which will be required on the same review form, will be reviewed and if found satisfactory the latest document will be used as the basis for monitoring and surveillance.

Progressive Certification Reports

Throughout the construction phase there is to be a monthly issuing of Quality Assurance Verification.

The Project Verifier will carry out quality record audits to verify that all required quality records that provide evidence of conformance of individual work components (lots) have been obtained, verified, analysed as required, stored and maintained with adequate product and record traceability. Examples of such quality records includes Test and Commissioning Certificates, Supplier's/Manufacturer's Conformance Certificates, survey conformance reports, verification checklists and ITPs, delivery dockets, measurements, inspection reports, verification reports, conformance reports, NCRs, CARs and calibration records.

Hold Points

The Developer's appointed Quality Manager must be satisfied that all activities in the process including methods of work, sequence of activities, inspections and tests preceding any Hold / Witness Point specified in the Quality Plan comply fully with the requirements of the Project Documents prior to release of any Hold Point or request release of the Hold Points from the appropriate delegated representative as detailed in the approved schedule of delegated Hold & Witness Points.

Hold Points for recommendation for release by the Project Verifier can be described under the following categories and will be determined by the Project Verifier undertaking a risk assessment process to ensure critical items are identified:

- release of document, information or notice Hold Points. The Developer is responsible for the verification of all information prior to submission to the Project Verifier. Submissions related to critical work items (such as concrete mix designs) will be reviewed to ensure that the requirements of the Specifications have been met. The Project Verifier will review all submissions and raise comments where applicable; and
- release of construction activity Hold Points after a satisfactory outcome of inspection, witness, testing and verification of conformance records. The Project Verifier will inspect the product or the work activity at the stage specified, review testing and quality records that provide evidence of conformance including evidence of verification by the nominated personnel of the preceding procedural steps or activities.

The Developer must not proceed beyond any Hold Point referred to in the Quality Plan without release by the delegated representative.

Non-conformances

The Developer must establish an appropriate method for identification and control of all occasions where the product or service fails to pass any inspection or test in accordance with the defined acceptance criteria.

Upon the identification of a non-compliance during monitoring or surveillance audits, the Project Verifier will document the finding and immediately advise the Developer. Even if the non-compliance can be fixed on the spot or during the conduct of the surveillance audit, the action shall still be documented in a register of construction issues (Construction Issues Register). If the non-compliance cannot be fixed on the spot, the issue will be documented in the Construction Issues Register and the Developer will be given the opportunity to raise a NCR under its Quality System, within two working days of identifying the non-compliance, or a Non-conformance Notice will be issued. The Project Verifier may request the Developer to propose a Corrective Action to prevent recurrence of the non-conformance.

TfNSW may also issue a 'Non-conforming Product Notification' upon the identification of a nonconforming product. Non-conformances identified by TfNSW or the Project Verifier must be dealt with in the same manner as if the Developer had identified it.

All construction issues shall be documented in the Construction Issues Register and then categorised under the appropriate resolution process eg: NCR, RFI, Design Change, CAR etc.

TfNSW must immediately be notified of issues that have the potential to adversely impact the quality and/or durability of the Works. In this regard, the Project Verifier will use its professional judgment, based on risk, as to when the issue must be communicated to TfNSW. Irrespective, any construction issues not satisfactorily closed out within a two week period must be communicated to TfNSW's Authorised Representative.

Construction Issue Register

A Construction Issues Register must be maintained by the Developer on a spreadsheet file, to identify and document issues highlighted during the construction period as a result of surveillance and monitoring.

The Construction Issue Register will also document any follow up action, reference relevant documentation/filing and record date of close out.

Construction Completion

When Practical Completion is achieved, the Project Verifier shall issue the Construction Completion Certificate, as set out in Schedule 10, verifying the Works have been completed in accordance with the Project Documents, subject to minor defects and/or omissions.

Final Completion

Subject to satisfactory defect rectification and acceptance by TfNSW, at the end of the Defects Liability Period, the Project Verifier shall issue the Final Verification Certificate.

Schedule 3 - Payment Schedule

1. Payment claim

At the end of each month (from and including the month in which the Works Authorisation Deed is executed), the Project Verifier must submit to the Developer an account for payment on account of the Fee:

- (a) setting out the value of the Services performed in accordance with this Deed during the relevant month;
- (b) calculated in accordance with this Payment Schedule; and
- (c) in such form and with such details and supporting documentation as the Developer may reasonably require (which shall include a signed statutory declaration in the form set out in Schedule 12),

(Payment Claim).

The Project Verifier must, at the time of submission of its Payment Claim to the Developer, provide a copy of the Payment Claim to TfNSW.

2. Payment

Subject to clause 3 of this Payment Schedule, the Developer must, within 30 days after receipt of the Payment Claim for the month, pay the Project Verifier that portion of the Fee attributable to the Services performed during the month.

3. Notification of disputed amounts

The Developer must pay the Project Verifier any amount included in a Payment Claim which it does not dispute. If the Developer disagrees with an amount included in the Payment Claim, the Developer must within 10 Business Days after receipt of the relevant Payment Claim notify the Project Verifier and TfNSW in writing of the reasons for any amount which is disputed. If the Developer fails to give any such notice, the Developer must pay the Project Verifier the amount claimed by the Project Verifier in the Payment Claim.

4. The Fee

- (a) The Fee shall comprise of:

- (i) with respect to the Design Phase Services, a lump sum of \$[**insert**] exclusive of GST; and
- (ii) with respect to the Construction Phase Services, an amount payable on a cost-reimbursable schedule of rates basis and calculated in accordance with the rates set out in the schedule of rates in clause 6(b) of this Payment Schedule,

subject to adjustment in accordance with clause 4(b) of this Payment Schedule (as the case may be).

- (b) Adjustments will be made to the lump sum referred to in clause 4(a)(i) of this Payment Schedule in accordance with the appropriate rates set out in the schedule of rates in clause 6(a) of this Payment Schedule, for reasonable increases or decreases in the cost to the Project Verifier of performing the Design Phase Services which arise as a result of (without double counting):

- (iii) a variation agreed under the Works Authorisation Deed;
- (iv) any re-verification of previously certified design packages due to changes in Design Documents. [In relation to the re-verification of any design packages during the provision of the Construction Phase Services, adjustments will be made to the lump sum for the Design Phase Services referred to in clause 4(a)(i) of this Payment Schedule only to the extent that the time involved in undertaking the re-verification work, and

addressing non-conformities, by the Project Verifier exceeds [insert] hours in total;

- (v) a significant delay to the performance of the Design Phase Services having regard to the Construction Program, but only to the extent that the Design Phase Services are required to be carried out for longer than [insert] months;
- (vi) the review and verification of more than [insert] design packages in total; or
- (vii) any additional services jointly directed in writing by the Other Parties under this Deed.

In this clause, a "design package" means each submission of the Design Documentation to the Project Verifier relating to each discrete design element of the Works and includes the Design Documentation that is produced for each of the Developed Concept Design, Preliminary Detailed Design, Substantial Detailed Design and Final Design Documentation stages.

- (c) The Project Verifier acknowledges that (except as described in and payable under clause 7 of this Payment Schedule) it has allowed in the lump sum referred to in clause 4(a)(i) of this Payment Schedule for the provision of all labour, materials, work, vehicles, telecommunications, travel, accommodation (including travel and/or accommodation for personnel relocating to and from the Construction Site and provision of the Project Verifier site facilities), disbursements and other costs necessary for and arising out of or in connection with the Services referred to above as covered by the lump sums, whether or not expressly mentioned in this Deed or the Project Documents.

5. Not used

6. Schedule of Rates

(a) Design Phase Services – adjustments pursuant to clause 4(b) above

[Note: The roles, nominated personnel and daily rates below will be completed in accordance with the successful tenderer's tender.]

Role	Nominated Personnel	Daily Rate (\$)
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]

(b) Construction Phase Services

Role	Nominated Personnel	Daily Rate (\$)
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]

These rates contain allowances for the provision of all labour, materials, work, telecommunications, disbursements and other costs necessary for and arising out of or in connection with the Services for which the Project Verifier is to be paid on a schedule of rates basis under this Deed, excluding disbursements described in and payable under clause 7 of this Payment Schedule and reasonable costs for transport outside the Greater Sydney area, which incorporates Newcastle and Wollongong, and the areas within and in the vicinity of the Construction Site.

When claiming payment for any Services for which the Project Verifier is to be paid on a schedule of rates basis the Project Verifier must provide details and evidence of the time expended by the Project Verifier in performing the Services for which the Project Verifier is entitled to be paid on a schedule of rates basis.

7. Disbursements

- (a) The Project Verifier will be entitled to reimbursement of disbursements incurred in the course of carrying out the Construction Phase Services, provided that any such disbursements:
 - (i) have been reasonably and properly incurred for the sole purpose of performing the Construction Phase Services;
 - (ii) do not fall into the category of one of the disbursements described in clause 7(b) of this Payment Schedule;
 - (iii) were approved in writing by the Developer prior to being incurred where they exceed \$1,000; and
 - (iv) are supported by documentation provided to the Developer which is satisfactory to the Developer.
- (b) The Project Verifier is not entitled to reimbursement of costs relating to vehicles, local transport (within the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site), car parking, computers, insurance, general office consumables and telecommunications.
- (c) Not used.
- (d) The Project Verifier will not be entitled to make any claim against the Developer arising out of or in connection with disbursements incurred in connection with the performance of the Services other than in accordance with clause 7(a) of this Payment Schedule.

8. Monthly payment schedule for lump sums

The Project Verifier is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sum is set out in the following table:

Month after the date	Payment (\$ excluding GST)
----------------------	----------------------------

the Works Authorisation Deed was entered into by TfNSW and the Developer	
1	<i>[Insert]</i>
2	<i>[Insert]</i>
3	<i>[Insert]</i>
etc	<i>[Insert]</i>
TOTAL	<i>[Insert]</i>

9. GST

All lump sums, rates and amounts in this Payment Schedule exclude GST.

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Schedule 4 - Initial Verification and Monitoring Plan

Part 1

[Note: insert Initial Verification and Monitoring Plan covering the services to be performed under the Works Authorisation Deed]

Part 2



[Note: insert matters to be addressed for the Works Authorisation Deed]

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Schedule 5 - Minimum surveillance by Project Verifier during the Works

The surveillance activities set out in the table below must be performed in relation to the Works Authorisation Deed.

Surveillance Activity	Minimum Frequency
Environmental Surveillance [Note: TfNSW to insert relevant Environmental Surveillance Requirements. The requirements below are suggested]	
Traffic Surveillance 1. Monitor traffic management and traffic controls to assess compliance with the conditions of Road Occupancy Licences, including: 2. as-built layouts for compliance with approved traffic control plans, including sign maintenance and delineation; 3. provisions for cyclists, pedestrians, disabled persons and buses; 4. timing and duration of road occupancies; 5. qualifications of traffic control personnel; 6. haulage routes off the Construction Site; and 7. night inspections of roadworks.	

Surveillance Activity	Minimum Frequency
Work Health Safety and Rehabilitation Surveillance [Note: TfNSW to insert relevant Work Health & Safety Surveillance Requirements. The requirements below are suggested]	
Construction Surveillance Monitor the Developer's obligation to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses. Monitor on-site design changes. Check that the Works and Temporary Works are being constructed using Design Documentation that has been endorsed in accordance with clause 7.2 of the Works Authorisation Deed. Check that durability requirements of the Works are being addressed and satisfied. Witness construction trials and commissioning tests, including: <ul style="list-style-type: none"> all operations management and control systems and infrastructure; use of materials, plant and equipment that differs from accepted industry practices; concrete and AC pavements; and blasting. Record general and detailed work in progress using photographs.	Monthly All changes 50% of design lots 20% of design lots  Each trial and test 20 photographs/month

Surveillance Activity	Minimum Frequency
Quality Management Surveillance Inspect work in progress for compliance with the requirements of the Works Authorisation Deed. Inspect Construction Site circumstances where significant non-conformities are or are likely to be reported. Check compliance with method statements	Twice/week Each occurrence Each method statement
Check implementation of inspection and test plans, including: <ul style="list-style-type: none"> • testing frequencies; • test methods; • test result verifications; and • release of hold points. Monitor the implementation of significant approved NCR dispositions.	} Weekly All dispositions
Quality Product Surveillance Monitor foundation and subgrade preparation and treatments, including: <ul style="list-style-type: none"> • structure foundations; • pavement subgrades; • cast-in-place pile foundations; and • inaccessible drainage foundations. 	} Initial preparation and treatment and twice/week thereafter
Monitor compaction of earthworks and reinforced soil. Monitor: <ul style="list-style-type: none"> • water testing and grouting. Monitor: <ul style="list-style-type: none"> • preparation and testing of grout test specimens. 	} Initial testing, grouting and stressing and twice/week thereafter Initial test specimens and testing, then weekly

Surveillance Activity	Minimum Frequency
<p>Monitor preparation of shotcrete test specimens</p> <p>Monitor concrete supply, including:</p> <ul style="list-style-type: none"> audits of each batch plant; reviews of grout, mortar, concrete and shotcrete mix designs (including offsite work); and monitoring of supplied mixes compared with mix designs. 	<p>for four weeks and fortnightly thereafter.</p> <p>Monthly</p> <p>Four times Each mix</p> <p>Twice/mix</p>
<p>Monitor concreting (road and bridge), including:</p> <ul style="list-style-type: none"> preparation; production conformity records formwork (including certification); bracing; reinforcement (including heating and welding); placing; finishing; curing; and stripping formwork. <p>Monitor:</p> <ul style="list-style-type: none"> water testing and grouting; and stressing operation, of post-tensioned concrete. <p>Monitor concrete pavement subbases and bases, including:</p> <ul style="list-style-type: none"> thickness, levels, relative density, curing, cracking and surface profile for rideability; 	<p>Initial activity and twice/week thereafter</p> <p>Twice/structure</p> <p>Daily</p>

Surveillance Activity	Minimum Frequency
<ul style="list-style-type: none"> pavement strengths prior to trafficking by vehicular traffic; and conditions for trafficking of pavements by heavy (off road) vehicles. 	<p>Daily</p> <p>Initial conditions</p>
<p>Asphaltic concrete supply, including:</p> <ul style="list-style-type: none"> audits of each batch plant; reviews of AC mix designs; and monitoring of supplied mixes compared with mix designs. <p>Monitor the laying of asphaltic concrete.</p> <ul style="list-style-type: none"> Steel fabrication, including: reviews of welding procedures; and monitoring of the fabrication and welding processes for major members (off-site). <p>Monitor protective treatment systems (off-site).</p> <p>Monitor the interfaces of civil and electrical works, including:</p> <ul style="list-style-type: none"> backfilling of cabling conduit trenches. <p>Monitor landscaping preparation and implementation</p> <p>Monitor Landscaping Maintenance</p>	<p>Four times</p> <p>Each mix</p> <p>Twice/mix</p> <p>Daily</p> <p>Each procedure</p> <p>Twice/week</p> <p>Twice/week</p> <p>Initial backfilling and weekly thereafter</p>

Schedule 6 - Minimum Requirements

The Verification and Monitoring Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;
 - (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
 - (c) the Project Verifier's internal and external lines of authority, communication and reporting, including those with TfNSW's Authorised Officer, the Developer's Authorised Officer and the Contractor;
 - (d) the identification of delegated authorities of the Project Verifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Project Verifier;
 - (e) all compliance records to be maintained, in the form of a schedule;
 - (f) the proposed timing of progressive verification for the performance of discrete elements of the Services, including the timing for conducting audits of Project Plans and other aspects of the Works;
 - (g) Hold Point and Witness Point requirements, including the identification of all Witness Points and Hold Points required by the Project Verifier, in the form of a schedule which identifies all Hold Points to be released by the Project Verifier;
 - (h) the Project Verifier's comprehensive plans for:
 - A. continual observation, monitoring, auditing, reviewing, assessment and testing of the Developer's compliance with design and construction obligations, including methodology for certification of Design Documentation;
 - B. without limiting paragraph (h)A, continual observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Works and the Temporary Works to determine, verify and ensure the Developer's compliance with the requirements of the Works Authorisation Deed;
 - C. audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
 - D. off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication;
 - (i) the Project Verifier's strategies, processes, methodologies and procedures for:
 - A. reviewing and assessing the Project Plans;
 - B. addressing environmental monitoring and protection;
 - C. audit, surveillance and monitoring of the Developer's design and construction activities, including the processes used for determining the levels and scope of surveillance of the Developer's design and construction activities, including in relation to work health safety;
 - D. identifying and managing the Project Verifier's work to be subcontracted, including quality, reporting and communication aspects of the work;
 - E. ensuring that the Developer has addressed all issues of review, comment and consultation with TfNSW in relation to Design Documentation and construction; and
 - F. risk management of the work covered by items B, C and D above; and
 - (j) the Project Verifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied to achieve and satisfy the following requirements:
 - A. verification of the Developer's processes for ongoing checking of testing, calibration and parallel testing to check compliance and test error;
 - B. verification of the Developer's interface issues between processes and elements and Project Plans;
 - C. verification of the Developer's processes for the control of the Contractor and its subcontractors;
-

- D. verification of the Developer's processes for environmental monitoring and protection;
- E. verification of the Developer's processes to address safety in design issues;
- F. verification of the Developer's processes to ensure that durability is incorporated into all aspects of the design and construction of the Project Works;
- G. verification of the Developer's processes to address constructability issues; and
- H. verification of the rectification by the Developer's of non-conformities.

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Schedule 7 – Project Plan Certificate

Project: *[Insert Project Name]*

In accordance with the terms of the Works Authorisation Deed (Deed) between Transport for NSW and the Developer with respect to the Works, we hereby certify that:

The *[insert Project Plan referred to in Schedule 1, eg. Quality Plan]*:

- (a) complies with all the requirements of the Deed and the Project Documents; and
- (b) the Developer's quality system complies with AS/NZS ISO 9001:2008.

.....
Signed for and on behalf of
[Insert name of Project Verifier]
[Insert date]

Schedule 8 – Design Documents Certificate

Project: ***[Insert Project Name]***

In accordance with the terms of the Works Authorisation Deed (Deed) between Transport for NSW and the Developer with respect to the Works, we hereby certify that:

- (a) The attached Design Documents:
 - (i) comply with all the requirements of the Deed and the Project Documents;
and
 - (ii) are documented to enable construction in compliance with the Project Documents.
- (b) The Developer has addressed all issues of review, comment and consultation with Transport for NSW in respect of the Design Documents.

.....
Signed for and on behalf of

[Insert name of Project Verifier]

[Insert date]

Schedule 9 – Monthly Construction Certificate – Quality Assurance

Project: *[Insert Project Name]*

In accordance with the terms of the Works Authorisation Deed between Transport for NSW and the Developer with respect to the Works, for the work activities carried out between *[insert date]* to *[insert date]* we hereby certify that for this period:

- (a) all activities (lots) and the associated Inspection and Test Plans (ITP's) carried out are detailed in the attached ITP register; and
- (b) all work carried out by the Developer has been executed and is in accordance with the requirements of the ITP's and the Project Documents, subject to the following:

[insert]

.....
Signed for and on behalf of
[Insert name of Project Verifier]
[Insert date]

Schedule 10 – Construction Completion Certificate

Project: *[Insert Project Name]*

In accordance with the terms of the Works Authorisation Deed between Transport for NSW and the Developer with respect to the Works, we hereby certify that:

- (a) The Developer and its contractors have complied with and satisfied the requirements of the TfNSW' Quality Assurance Specification Q6;
- (b) The Developer has completed construction in accordance with the Design Documents and the Project Documents it was entitled to use for construction purposes, subject to minor defects or omissions;
- (c) The release of all Hold & Witness Points has been undertaken in accordance with the Project Documents;
- (d) All documentation has been recorded and submitted to TfNSW in accordance with the Deed; and
- (e) The Works comply with the requirements of the Deed and the Project Documents.

.....
Signed for and on behalf of
[Insert name of Project Verifier]
[Insert date]

Schedule 11 – Final Verification Certificate

Project: *[Insert Project Name]*

In accordance with the terms of the Works Authorisation Deed (Deed) between Transport for NSW and the Developer with respect to the Works, we hereby certify that at the date of the expiration of the Defects Liability Period as defined in the Deed:

- (a) all design, construction, inspection, repairs, maintenance and monitoring by the Developer has been undertaken in accordance with the Deed and the Project Documents; and
- (b) all documentation has been recorded and submitted to Transport for NSW in accordance with the Deed.

.....
Signed for and on behalf of

[Insert name of Project Verifier]

[Insert date]

Schedule 12 – Form of Statutory Declaration

I.....ofdo solemnly and sincerely declare that:

1. I am an authorised officer of (the **Project Verifier**).
2. I personally know the facts which I have set out in this declaration.
3. The Project Verifier has entered into a Deed with **[Note: Insert name of Contractor]** (amongst others) for (the **Deed**)
4. All workers engaged by the Project Verifier in connection with the work under the Deed:
 - a. have been paid all monies which as at the date of this declaration are due and payable to them in respect of their employment on work under the Deed; and
 - b. have otherwise received or had accrued to their account all benefits to which they are entitled as at the date of this declaration in respect of their employment on work under the Deed pursuant to any award, enterprise Deed, act or regulation, apart from the workers listed in the attached "Schedule of Unpaid Workers" for the respective amounts and benefits shown in this schedule. (The schedule also shows the addresses of each worker listed and a description of the amount or benefit not paid or received or accrued—for example wages, holiday pay, allowances and superannuation).
5. All subcontractors, subconsultants and other service providers ("subcontractors") engaged by or contracted to the Project Verifier in connection with the work under the Deed have been paid all monies which at the date of this declaration are due and payable to them in respect of work or services performed by them in connection with the Deed apart from the subcontractors listed in the attached "Schedule of Unpaid subcontractors" for the respective amounts shown in that schedule. (The schedule also shows the address of each subcontractor listed and a description of the work or services of each such subcontractor).
6. In all cases where a subcontractor has provided services and/or materials in respect of the Deed and has submitted a payment claim to the Project Verifier for these services or materials which as at the date of this declaration would have been payable but which the Project Verifier disputes, the reasons for such dispute have been notified in writing to the Project Verifier by the subcontractor prior to the date of this declaration. Where such dispute relates to part only of the Project Verifier's payment claim, that part not in dispute has been paid by the Project Verifier to the subcontractor as at the date of this declaration except for the amounts listed in 5 above.
7. The provisions of the Deed relating to security of payment, if any, including payment of employees, workers and subcontractors of the Project Verifier have been complied with by the Project Verifier

8. The Project Verifier has been informed by each subcontractor to the Project Verifier by statutory declaration in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration);
- a) that their subcontracts with their subcontractors comply with the requirements of Deed relating to payment or employees, workers and subcontractors of the Project Verifier or
 - b) that all employees, workers and contractors, as at the date of making of such a declaration:-
 - have been paid all monies due and payable to them by; or
 - had accrued to their account or received all benefits to which they are entitled from;the subcontractor of the Project Verifier or from any other contractor in respect of any work under the Deed; and
 - c) of details of any amounts due and payable or benefits due to be received or accrued described in b. above which have not been paid, received or accrued, except for the following subcontractors to the Project Verifier who have failed to provide such a declaration. (Next to the name of each subcontractor listed as follows is the amount due to that subcontractor by the subcontractor and the subcontractor's address):

.....
.....
9. Where a subcontractor to the Project Verifier 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 involved, the names and addresses of the affected employees, workers and subcontractors of that subcontractor, and the respective amounts or benefits either unpaid or not received or accrued are as follows:-

.....
.....
10. All Worker Compensation premiums due and payable have been paid.
11. All pay-roll tax due and payable in respect of employees who performed work has been paid.
12. I am not aware of anything which would contradict the statements made in the statutory declarations provided to the Project Verifier by its subcontractors.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the [*insert the name of the relevant legislation for the state for the making of Statutory Declarations*]. I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at.....(place where declaration made)

on.....(date of declaration)

by.....

Signature of person making the declaration

before me:

Justice of the Peace/ Practising Solicitor of the Supreme Court of the State or other person legally authorised to administer an oath under the *[insert the name of the relevant legislation of the State for the making of Statutory Declarations or where the declaration is sworn outside the State of [], 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 statutory declaration (the **declarant**):

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 have confirmed the declarant's identity using the following identification document:

[insert description of ID document]

.....
(Signature of witness)