

2113294A-CIV-MEM-029 RevA.docx

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdl)/cn=recipients/cn=alexandu">
To: SINGH Jai <jai.singh@rms.nsw.gov.au>, craig.steyn@rms.nsw.gov.au
Date: Thu, 12 Oct 2017 16:47:09 +1100
Attachments: 2113294A-CIV-MEM-029 RevA.docx (691.98 kB)

Jai,

Can you please complete section 10 of the attached and send back to me

Thank you



MEMO

TO: Samer Soliman

FROM: Tender Evaluation Committee

SUBJECT: **Tender Evaluation of Contract No. 17.0000302935.1100.
17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle
Enforcement Programs**

DATE: 12 October 2017

1. PURPOSE

The purpose of this memo is to report on the tender evaluation for Contract No. 17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle Enforcement Programs.

2. BACKGROUND

This is a Standing Offer Contract based on non-price criteria. The works in this contract involves maintenance of Heavy Vehicles Branch assets. These assets include Heavy Vehicle Safety Stations and on-road HV enforcement sites, Safe-T-Cam Sites, Average Speed Camera Sites and Over Height Detection Sites. The work was divided into two categories, as follows:

Category A

- Civil works
- Electrical work
- Steel fabrication and installation
- Signage installation

Category B

- Weigh-in-Motion systems
- Portable weighing scales
- Weighbridges
- Brake testing equipment

The Contract is for an initial period of 3 years, with the option to extend for an additional 2 years.

3. ESTIMATE OF COST

It is anticipated that this panel would serve approximately 6 million dollars' worth of work over the term of the contract covering multiple Heavy Vehicle enforcement programs.



4. OPEN TENDERING

The advertisement was posted on the RMS eTender site on 25/9/2017.

5. PRE-TENDER MEETING

No pre-tender meeting was held.

6. TENDERS RECEIVED AND EXAMINED

The tender closed at 2:30pm on Friday, October 6, 2017. Tenders were opened on the morning of October 9, 2017 by Alex Dubois of Heavy Vehicles Branch, and Nathan Chehoud of WSP.

Thirteen tenders were received. These were checked for conformity with the Request for Tenders.

7. TENDER EVALUATION COMMITTEE AND ASSESSMENT CRITERIA

7.1 TENDER EVALUATION COMMITTEE

The tender evaluation committee was formed to examine and evaluate the tenders received based on the criteria stated below. The committee comprised of the following persons:

- Alexandre Dubois (RMS – Heavy Vehicle Project & Support Officer)
- Craig Steyn (RMS – Heavy Vehicle Project & Support Officer)
- Jai Singh (RMS – Business Systems Analyst)
- Nathan Chehoud (WSP – Principal Civil Engineer)

7.2 TENDER ASSESSMENT CRITERIA

Since this was a non-price tender, the criteria and weightings used for the tender assessment were:

CRITERIA	WEIGHTING
Demonstrated experience in carrying out the specified work	45%
Responsiveness in carrying out the specified work	30%
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%

8. ASSESSMENT OF TENDERS

8.1 GENERAL

The tender assessment has been carried out in accordance with the guidelines in ECM 3.6- Assessing Tenders.

8.2 CONFORMITY OF TENDERS

Tenders were examined for conformance by the tender evaluation committee on Monday 9 October 2017 using the Conforming Tender Checklist as shown in Appendix C.



It was noted that because the nature of their work does not typically involve building, Tenderers for Category B work could not provide evidence of compliance with the Building Code. The tender evaluation committee did not consider this non-conformity to be a disqualifying factor.

8.3 PERFORMANCE AGAINST ASSESSMENT CRITERIA

All thirteen tenderers have the capacity to complete works within the contract period based on similar works successfully completed for the RMS.

Notwithstanding, the quality of tender responses differed, and this was noted by the tender evaluation committee.

The tender evaluation committee's scoring of the tenders against the assessment criteria is tabulated in Appendix B.

9. FUNDING

Funding is available under the current ASC, STC ARP and HV Maintenance budgets.

10. COMPANY AND ABN SEARCH

A Company and ABN search has been undertaken as part of the tender assessment process. A search of the ASIC site has confirmed that the:

1. Entity name as tendered is correct;
2. Company is registered;
3. Company is not under administration.

A search of the business.gov.au ABN register site, has confirmed that:

1. ABN number is correct;
2. ABN status is active;
3. Entity name as tendered is correct;
4. The trading name as tendered is listed on the site;
5. The trading name as listed is current;
6. GST status is active.

Copies of the search results are contained in Appendix D. [JAI: please provide results for inclusion in Appendix D]

11. CONFLICT OF INTEREST

We individually declare that there was no actual or potential conflict or incompatibility between our personal or corporate interests and the impartial fulfilment of our duties in carrying out this tender assessment.

12. ADHERENCE TO TENDER PROCEDURES

We certify that all aspects of the tender process have been conducted in accordance with tender assessment procedures and there are no deviations from the procedures.

13. RECOMMENDATION

It is recommended by the tender evaluation committee that approval be given in accordance with the RMS Delegation Manual (**Delegation No.xx***) to include all thirteen tenderers on the Panel for Maintenance of Heavy Vehicle Enforcement Programs.

Insert signature

Insert signature

Alexandre Dubois

Craig Steyn

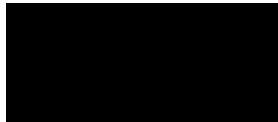
Title

Title

Date

Date

Insert signature



Jai Singh

Nathan Chehoud

Title

Title

Date

Date

Approved By:

Insert signature


Samer Soliman

Title

Date



APPENDIX A SCHEDULE OF TENDERS RECEIVED

Schedule of tenders received  **Transport Roads & Maritime Services**

Notes This form is confidential (when completed). It is for the information of authorised personnel only.

Tenders for:

Contract number	Description
17 0000302935	Heavy vehicle enforcement programs

Office: Paramatta Closing date: 6/10/2017 Closing time: 2:30pm

We certify that at on at RMS Office, we opened and initial all relevant tenders received, as listed below:




Tenders received

No.	Name of Tenderer	Tender Amount (Incl. GST)
1	Novation Engineering Pty Ltd	
2	Accuweigh	
3	LAN COMM	
4	CBE projects	
5	Seina group	
6	weighpack & electrical pty ltd	
7	efficient project management & deliveries	
8	OZcorp civil pty ltd	
9	Euro civil & maintenance	
10	AA steel piping pty ltd	
11	CIC Engineering	
12	SA masters electrical services	

#13 NEPEAN TRANSPORT

RMS estimate

Tender opening committee members

Name	Signature	Date
Alexandre Dubois		9/10/17
Nathan Chehoud (WSP)		9/10/17
JAI SINGH		

The tenders have been handed to:

I accept responsibility for conveying or despatching the tenders received to RMS:

Office:

Signed: → → Date:

#13 was opened on 11/10/2017 but was received before closing time by mail.



APPENDIX B TENDER ANALYSIS



B.1 CATEGORY A TENDERER SCORES AGAINST ASSESSMENT CRITERIA

Criteria	Weighting	LANCOMM	CBF Projects	Seina Group	Efficient Project Management	Ozcorp Civil P/L	EURO Civil & Maintenance	AA Steel Piping P/L	CIC Engineering	SA Masters
Demonstrated experience in carrying out the specified work	45%	0	8	8	8	7	8	8	6.75	6.5
Responsiveness in carrying out the specified work	30%	0	8	7.5	8.5	8	8	7.5	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%	0	8	7.5	8	8	8	8	0	0
Civil works		N	Y	Y	Y	Y	Y	Y	Y	Y
Electrical works		N	Y	Y	Y	Y	Y	Y	Y	Y
Steel fabrication & installation		N	Y	Y	Y	Y	Y	Y	Y	N
Signage		N	Y	Y	Y	Y	Y	Y	Y	Y
Demonstrated experience in carrying out the specified work	Weighted Score	0	36	36	36	31.5	36	36	30.375	29.25
Responsiveness in carrying out the specified work	Weighted Score	0	24	22.5	25.5	24	24	22.5	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	Weighted Score	0	20	18.75	20	20	20	20	0	0
TOTAL		0	80	77.25	81.5	75.5	80	78.5	30.375	29.25



B.2 CATEGORY B TENDERER SCORES AGAINST ASSESSMENT CRITERIA

Criteria	Weighting	Novation Engineering P/L	Accuweigh	Weighpack & Electrical P/L	CIC Engineering	Nepean
Demonstrated experience in carrying out the specified work	45%	6	9	7	5	6
Responsiveness in carrying out the specified work	30%	0	8.5	7	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%	6	8.5	6	0	0
Weight in Motion		N	N	N	Y	Y
Weighbridges		N	Y	Y	N	Y
PAT and HAENNI portable scales *Novation is only authorised supplier - not maintainer		Y	Y	Y	N	Y
MAHA and NEPEAN brake testing		N	N	N	N	Y
Demonstrated experience in carrying out the specified work	Weighted Score	27	40.5	31.5	22.5	27
Responsiveness in carrying out the specified work	Weighted Score	0	25.5	21	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	Weighted Score	15	21.25	15	0	0
	TOTAL	42	87.25	67.5	22.5	27





APPENDIX C CONFORMING TENDER CHECKLIST



Table { STYLEREF 8 s }, { SEQ TableAppendix * ARABIC s 8 } Conforming Tender Checklist

	Novation Engineering P/L	Accuweight	LANCOMMI	CBF Projects	Seina Group	Weighpack & Electrical P/L	Efficient Project Management	Ozcorp Civil P/L	EURO Civil & Maintenance	AA Steel Piping P/L	CIC Engineering	SA Masters	Nepean
Complete the Schedule to the Tender Form (Tender Form Schedule).	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Attach the Tender Form Schedule to the Tender Form.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Sign the Tender Form Schedule in the place provided (or make sure it is signed by a person with authority to sign on your behalf).	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Initial all pages of the Tender Form.	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Complete Form A for Category A works	N	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Complete Form B for Category B works	Y	Y	N	N	N	Y	N	N	N	N	Y	N	Y
Prepare and sign a hard copy of the Schedule of Compliance with the NSW Government's Code of Practice for Procurement and Implementation Guidelines (CTS)	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and make the Statutory Declaration (CT1)	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and sign a hard copy of the Declaration of Compliance with the Building Code, if applicable (CT4A)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Where Declaration of Compliance with the Building Code is required, prepare and include the further information outlined in Attachment A to the Declaration of Compliance	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and sign a Statement as to whether on or after 2 December 2016, the Tenderer or a Related Entity of the Tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by RMS or whether or not the Tenderer or the Tenderer's Related Entity were successful)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Prepare and sign Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme, if applicable (CT4B)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation	N	Y	Y	Y	Y	N	Y	Y	Y	N	Y	Y	N





APPENDIX D RESULTS OF ABN AND ASIC WEBSITES

Civil Maintenance Panel - commencement

From: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
To: STEYN Craig G <craig.steyn@rms.nsw.gov.au>, DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
Date: Mon, 16 Oct 2017 13:07:36 +1100

Gents,
I've already discussed this with Alex...I'm sitting down with Hayes tomorrow for sign off then we can commence work starting with the priority items I've advised Alex.

Civil Maintenance Panel - commencement
Scheduled: Monday, 16 Oct 2017 from 1:00 PM to 2:00 PM
Location:
Invitees: STEYN Craig G, DUBOIS Alexandre

Sent from my iPhone



MEMO

TO: Paul Hayes
FROM: Tender Evaluation Committee
SUBJECT: **Tender Evaluation of Contract No. 17.0000302935.1100.
 17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle
 Enforcement Programs**
DATE: 12 October 2017

1. PURPOSE

The purpose of this memo is to report on the tender evaluation for Contract No. 17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle Enforcement Programs.

2. BACKGROUND

This is a Standing Offer Contract based on non-price criteria. The works in this contract involves maintenance of Heavy Vehicles Branch assets. These assets include Heavy Vehicle Safety Stations and on-road HV enforcement sites, Safe-T-Cam Sites, Average Speed Camera Sites and Over Height Detection Sites. The work was divided into two categories, as follows:

Category A

- Civil works
- Electrical work
- Steel fabrication and installation
- Signage installation

Category B

- Weigh-in-Motion systems
- Portable weighing scales
- Weighbridges
- Brake testing equipment

The Contract is for an initial period of 3 years, with the option to extend for an additional 2 years.

3. ESTIMATE OF COST

It is anticipated that this panel would serve approximately 6 million dollars' worth of work over the term of the contract covering multiple Heavy Vehicle enforcement programs.

4. OPEN TENDERING

The advertisement was posted on the RMS eTender site on 25/9/2017.

5. PRE-TENDER MEETING

No pre-tender meeting was held.

6. TENDERS RECEIVED AND EXAMINED

The tender closed at 2:30pm on Friday, October 6, 2017. Tenders were opened on the morning of October 9, 2017 by Alex Dubois of Heavy Vehicles Branch, and Nathan Chehoud of WSP.

Thirteen tenders were received. These were checked for conformity with the Request for Tenders.

7. TENDER EVALUATION COMMITTEE AND ASSESSMENT CRITERIA

7.1 TENDER EVALUATION COMMITTEE

The tender evaluation committee was formed to examine and evaluate the tenders received based on the criteria stated below. The committee comprised of the following persons:

- Alexandre Dubois (RMS – Heavy Vehicle Project & Support Officer)
- Craig Steyn (RMS – Heavy Vehicle Project & Support Officer)
- Jai Singh (RMS – Business Systems Analyst)
- Nathan Chehoud (WSP – Principal Civil Engineer)

7.2 TENDER ASSESSMENT CRITERIA

Since this was a non-price tender, the criteria and weightings used for the tender assessment were:

CRITERIA	WEIGHTING
Demonstrated experience in carrying out the specified work	45%
Responsiveness in carrying out the specified work	30%
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%

8. ASSESSMENT OF TENDERS

8.1 GENERAL

The tender assessment has been carried out in accordance with the guidelines in ECM 3.6- Assessing Tenders.

8.2 CONFORMITY OF TENDERS

Tenders were examined for conformance by the tender evaluation committee on Monday 9 October 2017 using the Conforming Tender Checklist as shown in Appendix C.



It was noted that because the nature of their work does not typically involve building, Tenderers for Category B work could not provide evidence of compliance with the Building Code. The tender evaluation committee did not consider this non-conformity to be a disqualifying factor.

8.3 PERFORMANCE AGAINST ASSESSMENT CRITERIA

All thirteen tenderers have the capacity to complete works within the contract period based on similar works successfully completed for the RMS.

Notwithstanding, the quality of tender responses differed, and this was noted by the tender evaluation committee.

The tender evaluation committee's scoring of the tenders against the assessment criteria is tabulated in Appendix B.

9. FUNDING

Funding is available under the current ASC, STC ARP and HV Maintenance budgets.

10. COMPANY AND ABN SEARCH

A Company and ABN search has been undertaken as part of the tender assessment process. A search of the ASIC site has confirmed that the:

1. Entity name as tendered is correct;
2. Company is registered;
3. Company is not under administration.

A search of the business.gov.au ABN register site, has confirmed that:

1. ABN number is correct;
2. ABN status is active;
3. Entity name as tendered is correct;
4. The trading name as tendered is listed on the site;
5. The trading name as listed is current;
6. GST status is active.

Copies of the search results are contained in Appendix D.

11. CONFLICT OF INTEREST

We individually declare that there was no actual or potential conflict or incompatibility between our personal or corporate interests and the impartial fulfilment of our duties in carrying out this tender assessment.

12. ADHERENCE TO TENDER PROCEDURES

We certify that all aspects of the tender process have been conducted in accordance with tender assessment procedures and there are no deviations from the procedures.

13. RECOMMENDATION

It is recommended by the tender evaluation committee that approval be given in accordance with the RMS Delegation Manual 5220 to include all thirteen tenderers on the Panel for Maintenance of Heavy Vehicle Enforcement Programs.

Insert signature



Alexandre Dubois

Title: HV Maintenance & program officer

Date 17/10/17

Insert signature




Craig Steyn

Title: HV Maintenance & program officer

Date

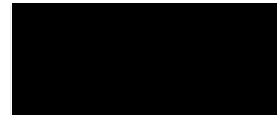
Insert signature



Jai Singh

Title: Business Systems Analyst

Date 17/10/17



Nathan Chehoud

Title: WSP Consultant

Date: 12/10/17

Insert signature

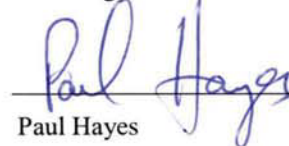


Samer Soliman

Title: Manager Heavy Vehicle Programs

Date 17/10/17

Insert signature




Paul Hayes

Title: Snr Manager Compliance Monitoring

Date 17/10/2017



APPENDIX A SCHEDULE OF TENDERS RECEIVED

Schedule of tenders received  **Transport Roads & Maritime Services**

Notice This form is confidential (when completed). It is for the information of authorised personnel only.

Tenders for:

Contract numbers	Descriptions
17 0000302935	Heavy vehicle enforcement program

Office: Paramatta **Closing date:** 6/10/2017 **Closing time:** 2:30pm

We certify that at 9:30am on 6/10/17 at RMS Office, 29 Phillip St Paramatta we opened and initial all relevant tenders received, as listed below:

Tenders received

No.	Name of Tenderer	Tender Amount (Incl. GST)
1	Novation Engineering Pty Ltd	
2	Accuweigh	
3	LANCOMM	
4	CBE projects	
5	Seina group	
6	weighpack & electrical pty ltd	
7	efficient project management & delivery	
8	OZCORP civil pty ltd	
9	Euro civil & maintenance	
10	AA steel piping pty ltd	
11	CIC Engineering	
12	SA masters electrical services	

RMS estimate

Tender opening committee members

Name	Signature	Date
Alexandre Dubois		9/10/17
Nathan Cheah (CWS)		9/10/17
JAI SINGH		11/10/17

The tenders have been handed to Alex Dubois

I accept responsibility for conveying or despatching the tenders received to RMS Office.

Signed: Date: 9/10/17

#13 was opened on 11/10/2017 but was received before closing time by mail. Tracking details and number attached (48500139550099)

APPENDIX B TENDER ANALYSIS



B.1 CATEGORY A TENDERER SCORES AGAINST ASSESSMENT CRITERIA

Criteria	Weighting	LANCOMM	CBF Projects	Seina Group	Efficient Project Management	Ozcorp Civil P/L	EURO Civil & Maintenance	AA Steel Piping P/L	CIC Engineering	SA Masters
Demonstrated experience in carrying out the specified work	45%	0	8	8	8	7	8	8	6.75	6.5
Responsiveness in carrying out the specified work	30%	0	8	7.5	8.5	8	8	7.5	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%	0	8	7.5	8	8	8	8	0	0
Civil works		N	Y	Y	Y	Y	Y	Y	Y	Y
Electrical works		N	Y	Y	Y	Y	Y	Y	Y	Y
Steel fabrication & installation		N	Y	Y	Y	Y	Y	Y	Y	N
Signage		N	Y	Y	Y	Y	Y	Y	Y	Y
Demonstrated experience in carrying out the specified work	Weighted Score	0	36	36	36	31.5	36	36	30.375	29.25
Responsiveness in carrying out the specified work	Weighted Score	0	24	22.5	25.5	24	24	22.5	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	Weighted Score	0	20	18.75	20	20	20	20	0	0
TOTAL		0	80	77.25	81.5	75.5	80	78.5	30.375	29.25



B.2 CATEGORY B TENDERER SCORES AGAINST ASSESSMENT CRITERIA

Criteria	Weighting	Novation Engineering P/L	Accuweigh	Weighpack & Electrical P/L	CIC Engineering	Nepean
Demonstrated experience in carrying out the specified work	45%	6	9	7	5	6
Responsiveness in carrying out the specified work	30%	0	8.5	7	0	0
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%	6	8.5	6	0	0
Weigh in Motion		N	N	N	Y	Y
Weighbridges		N	Y	Y	N	Y
PAT and HAENNI portable scales *Novation is only authorised supplier - not maintainer		Y	Y	Y	N	Y
MAHA and NEPEAN brake testing		N	N	N	N	Y
Weighted Score		27	40.5	31.5	22.5	27
Weighted Score		0	25.5	21	0	0
Weighted Score		15	21.25	15	0	0
TOTAL		42	87.25	67.5	22.5	27





APPENDIX C CONFORMING TENDER CHECKLIST

Table C.1 Conforming Tender Checklist

	Novation Engineering P/L	Accuweigh	LANCOMM	CBF Projects	Sauna Group	Weightpack & Electrical P/L	Efficient Project Management	Ozcorp Civil P/L	EURO Civil & Maintenance	AA Steel Piping P/L	CIC Engineering	SA Masters	Nepean
Complete the Schedule to the Tender Form (Tender Form Schedule).	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Attach the Tender Form Schedule to the Tender Form.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Sign the Tender Form Schedule in the place provided (or make sure it is signed by a person with authority to sign on your behalf).	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Initial all pages of the Tender Form.	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Complete Form A for Category A works	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Complete Form B for Category B works	Y	Y	N	N	N	Y	N	N	N	N	Y	N	Y
Prepare and sign a hard copy of the Schedule of Compliance with the NSW Government's Code of Practice for Procurement and Implementation Guidelines (CT5)	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and make the Statutory Declaration (CT1)	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and sign a hard copy of the Declaration of Compliance with the Building Code, if applicable (CT4A)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Where Declaration of Compliance with the Building Code is required, prepare and include the further information outlined in Attachment A to the Declaration of Compliance	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Prepare and sign a Statement as to whether on or after 2 December 2016, the Tenderer or a Related Entity of the Tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by RMS or whether or not the Tenderer or the Tenderer's Related Entity were successful)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Prepare and sign Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme, if applicable (CT4B)	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation	N	Y	Y	Y	Y	N	Y	Y	Y	N	Y	Y	N





APPENDIX D RESULTS OF ABN AND ASIC WEBSITES

Name of Tenderer	ABN	Status
NOVATION ENGINEERING PTY LTD	50 608 485 409	Active
ACCUCORP PTY LTD	70 060 173 711	Active
LANCOMM PTY LTD	76 096 940 993	Active
C B F PROJECTS PTY LTD	78 159 482 210	Active
SEINA GROUP PTY LTD	72 142 708 745	Active
WEIGHTPACK & ELECTRICAL PTY LTD	25 614 338 724	Active
EFFICIENT PROJECT MANAGEMENT AND DELIVERIES PTY LTD	93 161 841 407	Active
OZCORP CIVIL PTY LTD	37 607 800 895	Active
EURO CIVIL & MAINTENANCE PTY LTD	26 604 934 698	Active
A A STEEL PIPING PTY LTD	94 108 082 953	Active
C.I.C. ENGINEERING PTY. LIMITED	98 077 463 373	Active
S.A. MASTERS ELECTRICAL SERVICES	79 261 723 977	Active
NEPEAN TRANSPORT EQUIPMENT PTY LTD	30 061 444 880	Active

DUBOIS Alexandre

From: Dan Cleary <Dan.Cleary@nepean.com>
Sent: Wednesday, 11 October 2017 10:59 AM
To: DUBOIS Alexandre
Subject: Tracking of tender submission by NEPEAN 17.0000302935.1100

24/7 parcel collection

Pick up your parcels where and when it suits you with 24/7 Parcel Lockers

Learn more >

Related FAQs

- When tracking my item, what does 'Invalid tracking ID' mean?
- Where can I find my tracking number?
- Can I track the delivery of my parcel or letter?

View more FAQs >

Track

Enter tracking number

48500139550099

You can enter up to 10 tracking numbers, separated by a space or comma

Want email updates?

Track with MyPost

Status	Time & date	Location
Delivered	8:33am Fri 6 Oct	Parramatta, NSW
Delivered		
Awaiting collection	8:33am Fri 6 Oct	Parramatta, NSW
Awaiting Collection at PARRAMATTA CBD POST OFFICE		
In transit	8:40am Fri 6 Oct	Rydalmere, NSW
In transit		
In transit	8:40am Fri 6 Oct	Rydalmere, NSW
In transit		

Service

Express Post

Get more delivery options with MyPost

Learn more

Log in

Sign up for free

Questions? Learn more about our tracking service

https://auspost.com.au/parcels-mail/track.html#/track?id=48500139550099

10:57 AM 11/10/2017

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: AA Steel Piping <aasteelpiping@bigpond.com>
Date: Mon, 23 Oct 2017 15:30:38 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_26_6_681.pdf (80.18 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>
Project RMS file	
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Witness </div> <div style="width: 45%;"> _____ RMS delegate </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Name of witness </div> <div style="width: 45%;"> _____ Name of RMS delegate </div> </div>

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).
RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All 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; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rpt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

*Minor Physical Works and Services**C41 Terms for Contracted Work***Attachment to the Supporting Statement**

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement**Offences for False Statement**

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Ashley Alexander

AA STEEL PIPING Pty Ltd

■ Harold Bentleys Way

Glenmore Park NSW 2745

Attention: Ashley Alexander

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 4th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

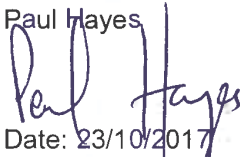
The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes



Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: joe.rahme@lancomm.com.au
Date: Mon, 23 Oct 2017 15:33:07 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_4_20_38.pdf (80.71 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 6 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>
Project RMS file	
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Witness</p> <p>_____ Name of witness</p> </div> <div style="width: 45%;"> <p>_____ RMS delegate</p> <p>_____ Name of RMS delegate</p> </div> </div>

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 & 5 overleaf).

RMS is entitled to withhold payment until this Statement is provided (see Note 2).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (see Note 3)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 & 4).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (see Note 6);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (see Note 7);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(see Notes on page 2)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to “Subcontractor” and “Principal Contractor” in the legislation mentioned below have been changed in this Statement to “Contractor” and “RMS” respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* (“IRA”), section 175B of the *Workers Compensation Act 1987* (“WCA”) and Schedule 2 Part 5 of the *Payroll Tax Act 2007* (“PTA”). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All 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; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Joseph Rahme

LANCOMM PTY LTD

5/116 McCredie Road

Guilford NSW 2161

Attention: Joseph Rahme

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes



Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: simon@epmd.com.au
Date: Mon, 23 Oct 2017 15:35:55 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_4_5_944.pdf (81.11 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
 Project Manager
 Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
 T 02 88370636 | M [REDACTED] 6 298
www.rms.nsw.gov.au

Roads and Maritime Services
 99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>
Project RMS file	
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Witness </div> <div style="width: 45%;"> _____ RMS delegate </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Name of witness </div> <div style="width: 45%;"> _____ Name of RMS delegate </div> </div>

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).
RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

a. All 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; and

b. all remuneration payable to relevant employees for work under the contract has been paid; and

c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

*Minor Physical Works and Services**C41 Terms for Contracted Work***Attachment to the Supporting Statement**

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement**Offences for False Statement**

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Simon Raha

EFFICIENT PROJECT MANAGEMENT AND DELIVERIES Pty Ltd

█ Vineyard Avenue

Smithfield NSW 2164

Attention: Simon Raha

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000 Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes



Date: 28/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdl)/cn=recipients/cn=alexandu">
To: oz corp civil <admin@ozcorpcivil.com>
Date: Mon, 23 Oct 2017 15:36:40 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_3_51_351.pdf (80.44 kB)

odd Afternddn,

Pleasein Attache LetterofAcceptanceforthePanelforMaintenanceofHeavyVehicleEnfrcementPrdgramsContractid:17.0000302935.1100G

PleasecompleteandoftheAttache InstrumentofAgreementon ReturntoRMSwithin14daysfromtheGatedoftheLetter.

Thanks&Regar s,

Alex Dubois
 Project Manager
 Compliance Systems Compliance Operations Branch | Compliance and Regulatory Services
 T 02 88370636 | M 02 88370636
www.rms.nsw.gov

Roads and Maritime Services
 99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>
Project RMS file	
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px; padding-left: 0;"> <p>The Tender Form signed and lodged by you with your tender</p> <p>The Pricing Schedules signed and lodged by you with your tender</p> <p>The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract</p> <p>_____</p> </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Witness</p> <p>_____ Name of witness</p> </div> <div style="width: 45%;"> <p>_____ RMS delegate</p> <p>_____ Name of RMS delegate</p> </div> </div>

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).

RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt



Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to “Subcontractor” and “Principal Contractor” in the legislation mentioned below have been changed in this Statement to “Contractor” and “RMS” respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* (“IRA”), section 175B of the *Workers Compensation Act 1987* (“WCA”) and Schedule 2 Part 5 of the *Payroll Tax Act 2007* (“PTA”). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All 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; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor’s principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Kristin Tui

OZCORP CIVIL Pty Ltd

██████ Luxford Road

Lethridge Park NSW 2770

Attention: Kristin Tui

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

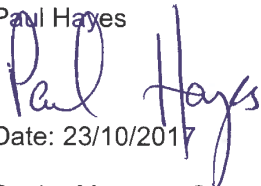
The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes

A handwritten signature in blue ink, appearing to read 'Paul Hayes', is written over the printed name.

Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: Chahid Chahine <cbfprojects@bigpond.com>
Date: Mon, 23 Oct 2017 15:37:28 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_3_31_882.pdf (79.63 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 6 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>
Project RMS file	
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Witness </div> <div style="width: 45%;"> _____ RMS delegate </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Name of witness </div> <div style="width: 45%;"> _____ Name of RMS delegate </div> </div>

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).

RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

a. All 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; and

b. all remuneration payable to relevant employees for work under the contract has been paid; and

c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Chahid Chahine

CBF PROJECTS Pty Ltd

Elouera Crescent

Woodbine NSW 2560

Attention: Chahid Chahine

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000 Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

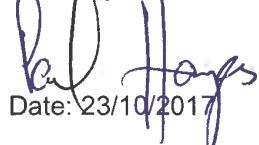
The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes

A handwritten signature in blue ink, appearing to read 'Paul Hayes', is written over the printed name and date.

Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: Harry Alameddine <h.alameddine@seinagroup.com.au>
Date: Mon, 23 Oct 2017 15:38:12 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_3_9_179.pdf (80.45 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
Project Manager
Compliance System Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>				
Project RMS file					
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%; text-align: center;"> _____ Witness </td> <td style="width: 50%; text-align: center;"> _____ RMS delegate </td> </tr> <tr> <td style="text-align: center;"> _____ Name of witness </td> <td style="text-align: center;"> _____ Name of RMS delegate </td> </tr> </table>	_____ Witness	_____ RMS delegate	_____ Name of witness	_____ Name of RMS delegate
_____ Witness	_____ RMS delegate				
_____ Name of witness	_____ Name of RMS delegate				

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).

RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

a. All 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; and

b. all remuneration payable to relevant employees for work under the contract has been paid; and

c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

*Minor Physical Works and Services**C41 Terms for Contracted Work*

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Hassan Alameddine

SEINA GROUP PTY LTD

██████ Rawson Road

Guilford NSW 2161

Attention: Hassan Alameddine

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes



Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: S A. Masters Electrical Services <sames1@bigpond.com>
Date: Mon, 23 Oct 2017 15:41:14 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_2_28_272.pdf (80.7 kB)

Good afternoon,

Please find attached letter of acceptance for the Panel for Maintenance of Heavy Vehicle Enforcement Programs contract no: 17.0000302935.1100 .

Please complete two of the attached Instrument of Agreement and return to RMS within 14 days from the date of the letter.

Thanks & Regards,

Alex Dubois
Project Manager
Compliance System Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 6 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>				
Project RMS file					
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%; text-align: center;"> _____ Witness </td> <td style="width: 50%; text-align: center;"> _____ RMS delegate </td> </tr> <tr> <td style="text-align: center;"> _____ Name of witness </td> <td style="text-align: center;"> _____ Name of RMS delegate </td> </tr> </table>	_____ Witness	_____ RMS delegate	_____ Name of witness	_____ Name of RMS delegate
_____ Witness	_____ RMS delegate				
_____ Name of witness	_____ Name of RMS delegate				

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).
RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All 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; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rpt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

*Minor Physical Works and Services**C41 Terms for Contracted Work***Attachment to the Supporting Statement**

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement**Offences for False Statement**

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Steven Masters

SA MASTERS ELECTRICAL SERVICES

██████ Slopes Road

████████████████████

Attention: Steven Masters

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 04/10/2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

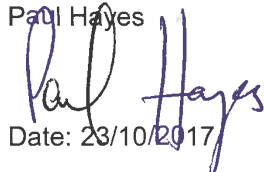
The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes

A handwritten signature in blue ink, appearing to read 'Paul Hayes', is written over the printed name.

Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

Letter of Acceptance

From: DUBOIS Alexandre </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=alexandu">
To: info <info@eurocandm.com.au>
Date: Mon, 23 Oct 2017 16:01:30 +1100
Attachments: 03 Instrument of Agreement.pdf (95.09 kB); C41 - Schedule 2.pdf (389.77 kB); IGA_23_10_2017_15_1_21_444.pdf (80.21 kB)

G
odd @fternddn,
G
Pleasein @ttache @etter@f@acceptance@dr@he@Panel@dr@Maintenance@f@Heavy@ehicle@nfdr cement@rdgrams@dnttract@d:17.0000302935.1100G
G
Please@dmp@ete@d@d@f@he@ttache @nstrument@f@Agreement@n @eturn@d@dRMS@with@n@4G ays@rdm@he@ate@d@f@he@etter.
G
Thanks@&@egars,
G
Alex Dubois
Project Manager
Compliance System @pliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M @ 5 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150
G

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: _____ <div style="text-align: right;">ACN :.....</div>				
Project RMS file					
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract _____ </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td> <td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You:SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

SCHEDULE 2 CONTRACTOR STATEMENT AND SUPPORTING STATEMENT

Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



Transport
Roads & Maritime
Services

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (*see Notes 1 & 5 overleaf*).

RMS is entitled to withhold payment until this Statement is provided (*see Note 2*).

Workers Compensation
Insurance Certificate of
Currency for the work
period in question. Unless
the contractor is exempt

Attach

Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (*see Notes 3 & 4*).

Declaration

Tick one
in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (*print*)

Date

Position / Job Title of Signatory (*print - see Note 4*)

(*see Notes on page 2*)

Notes for Contractor Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All 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; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the 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.

Supporting Statement

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

For the purposes of this Statement the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Roads and Maritime Services

Contract description

Contract
number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

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

Signature: _____

Date: _____

Full Name: _____

Position / Title: _____

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.



Transport
Roads & Maritime
Services

20/10/2017

Barrak Hadid

Euro Civil and Maintenance Pty Ltd

Donaldson St

Attention: Barrak Hadid

Panel for Maintenance of Heavy Vehicle Enforcement Programs

CONTRACT NO. 17.0000302935.1100

LETTER OF ACCEPTANCE

Dear Sir,

I advise that Roads and Maritime Services accepts your Company's tender dated 6th of October 2017 for the above Contract.

The Instrument of Agreement is attached for signing. Please arrange for both copies of the Contract to be signed by a person who is authorised to make the Contract in the name of, and on behalf of, your company.

Stamp duty may be payable on this contract if you executed the Contract outside New South Wales. It is your responsibility to ensure that the Contract is stamped in accordance with the laws of the place of execution.

Both copies of the executed Contract should be provided to Mr Alex Dubois, Roads and Maritime Services, 99 Phillip Street, Parramatta NSW 2150, within 14 days of the date of this letter:

Aon Risk Services Australia Limited, Level 33, Aon Tower, 201 Kent Street, SYDNEY NSW 2000
Telephone 61 2 9253 8303 (General), Facsimile 61 2 9253 7002 is Roads and Maritime Services Insurance Broker and within 10 Business days you are required to contact them in regard to Principal Arranged Insurance (PAI) and provide them with the following:

I. Certificate of Currency of your Company's workers compensation policy pursuant to the Workers' Compensation Act 1987 (NSW);

Roads and Maritime Services

99 Phillip Street, Parramatta NSW 2150 |

www.rms.nsw.gov.au | 13 17 82

II. Certificate of Currency of your Company's motor vehicle policy and the motor vehicle policies of your subcontractors in accordance with Clauses 3 and 19 of the 'Terms for Contracted Work', and the Contract Schedule.

Please note that the insurance policy referred to in II above should include Roads and Maritime Services as an additional named insured, where possible.

The provision of insurance is a precondition to the commencement of work under the contract. Your Company will be in breach of the Contract if it fails to lodge the security or execute the Contract within the times set down in Clause 3 of the 'Terms for Contracted Work' and the Contract Schedule.

Upon receipt of signed copies of the Contract, I will arrange for the Contract to be executed by Roads and Maritime Services. An executed copy will then be returned to your company for its records.

The RMS Representative under the contract is the Heavy Vehicle Project & Support, Compliance. The present occupant of that position is Mr Alexandre Dubois.

You are reminded that this contract will be carried out in accordance with Roads and Maritime Services Quality System specifications and that you will be required to provide a Project Quality Plan, Safe Work Method Statement or Environmental Management Plan and accompanying information as set out in any Work Order within the required time frame.

Enclosed are copies of Roads and Maritime Services (Schedule 2, C41) - Form of Contractor Statement and Supporting Statement, one of which is to be completed and submitted with each Payment Claim.

Yours faithfully

Paul Hayes



Date: 23/10/2017

Senior Manager Compliance Monitoring

Compliance

RE: HVP Maintenance Panel (qA2827920) - 17.0000302935.1100

From: JABSON Theresa T </o=exchangelabs/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=eb022b00a8904bd59b9fa983662a66ca-jabson ther">
To: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>, SALIB Danielle <danielle.salib@rms.nsw.gov.au>
Date: Thu, 06 Dec 2018 15:08:55 +1100

HI

Alex can I get copies or objective location of all the vendors under the above contract number
 The vendors are the following

Accucorp Pty Ltd (Accuweigh)
 Steven Allan Masters
 Ozcorp Civil Pty Ltd
 A A Steel Piping Pty Ltd
 Vehicle Inspection Systems Pty Ltd
 Lancomm Pty Ltd
 Euro Civil & Maintenance Pty Ltd
 Novation Engineering Pty Ltd
 Weighpack & Electrical Pty Ltd
 CBF Projects Pty Ltd

Dan if you can assist tomorrow to get these documents saved in objective thanks

Regards

Theresa Jabson
 Team Leader Administration
 Service Relationships | Compliance & Regulatory Services
 T: 02 8848 8918 M [REDACTED] 3 032
www.rms.nsw.gov.au

Every journey matters

Roads and Maritime Services
 Level 6, 110 George Street Parramatta NSW 2150

-----Original Message-----

From: DUBOIS Alexandre
 Sent: Monday, 26 February 2018 12:27 PM
 To: JABSON Theresa T; MUHUNTHAN Suja
 Cc: EVANS Christopher A; STEYN Craig G; SALIB Danielle
 Subject: HVP Maintenance Panel (qA2827920)

Hi Theresa/Suja,

This is the objective link to our contracts file, I will be adding our work-orders to this objective folder.

Thank you

DUBOIS Alexandre has sent you a link to "HVP Maintenance Panel" (qA2827920) from Objective.

Open in Navigator
 Double click on the attachment

Open in Supported Smartphone Application
[url:objective://id:qA2827920@edm.rta.nsw.gov.au](http://objective://id:qA2827920@edm.rta.nsw.gov.au)

Open in Your Browser
<https://edm.rta.nsw.gov.au/id:qA2827920>

AA steel- Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:10:06 +1100
Attachments: RMS SIGNED ACCEPTANCE.pdf (8.45 MB)

Alex Dubois

Project Manager

Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services

T 02 88370636 | M [REDACTED] 6 298

www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.



Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Transport
Roads & Maritime
Services

© Roads and Maritime Services

MWSWOAG

June 2016 Ed1 Rev7

Page 1 of 4

Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: <div style="font-family: cursive; font-size: 1.2em;">AA STEEL PIPING PTY LTD ACN 108082953</div>				
Project RMS file					
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract <div style="border-bottom: 1px solid black; width: 300px; margin: 5px 0;">17.0000302935.1100</div> </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td> <td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You: SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)



Secretary/Director

Director*

ASHLEY ALEXANDER

Name printed

Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

Business Insurance Certificate of Currency



Policy Number: 15T1806483

Certificate Date

08 March, 2017

Insurer

CGU Insurance Limited
ABN: 27 004 478 371
AFS License No: 238291

Important Information

The policy referred to below is current as at the date of issue of this certificate. Whilst a policy expiration date has been indicated, please note that the policy may be cancelled prior to this date.

Accordingly, reliance should not be placed on the policy expiration date.

Period of Cover

28/03/2017 to 28/03/2018 at 4pm

Insured

Insured Name

AA Steel Piping Pty Ltd

ABN

94 108 082 953

Address

Harold Bentleys Way

Policy Wording

Steadfast

Situation Details

Situation: Unit 3 / 8 Wainwright Road MOUNT DRUITT NSW 2770 (Principal)

Business Details

Steel Tube Or Pipe Manufacturing
Pipe Fabrication, welding, grinding

Interested Parties

No Interested Parties noted

Public and Products Liability

Limit of Liability

Limit of Liability - Public & Products Liability \$ 10,000,000

Additional Benefit

Property in Physical & Legal Control - Limit \$ 250,000

Imposed Conditions

Condition # 1

Name Welding Condition
Code LE63

Wording

We do not cover any liability in respect of claims arising out of grinding, cutting, heating, welding or similar operation in which welding equipment is used, unless such activity is conducted in strict compliance with the Australian Standard(s) issued by the Standards Association of Australia.

This is to certify cover has been granted in terms of CGU's standard policy (a copy of which is available on request) and that cover is subject to the terms, conditions, exclusions and endorsements of that policy.

This certificate is not a substitute for the Policy of Insurance issued. The policy, not this certificate, details the rights and obligations and the extent of your insurance cover.

Yours faithfully,

Commercial Underwriting

CGU Insurance Limited
General Enquiries no: 13 24 81
Document template version: 02.21.00.00

Claims Enquiries no: 13 24 80

Website: www.cgu.com.au
Page 1 of 2

icare[™]
workers
insurance

certificate of currency nsw

Ashley Alexander
 A A STEEL PIPING PTY LTD
 HAROLD BENTLEYS WAY
 [REDACTED]

issue date

02/07/2017

print date

03/07/2017

Dear Sir/Madam

statement of coverage

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987 (NSW)*.

valid until
30/06/2018

policy number

112250301

legal name

A A STEEL PIPING PTY LTD

trading name

abn

94 108 082 953

acn

108 082 953

industry classification number (WIC)

286900

industry

Industrial Machinery and Equipment Manufacturing nec

number of workers*

4

wages*

\$212,236.10

* Number of workers includes contractors/deemed workers

+ Total wages estimated for the current period

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987 (NSW)*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate.

A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,

Ian David
 Manager, Underwriting Operations

icare[™] is the brand of Insurance & Care NSW and acts for the *Workers Compensation Nominal Insurer* ABN 83 564 379 108

NI_WI_CERT_CURRENCY



Policy Number: MOT7356473

View the PDS at:

commbank.com.au/insurance**3. Your Vehicle**

You must contact us in advance if, during the Period of Insurance:

- the drivers of your vehicle change; and/or
- the overnight location changes; and/or
- the usage or finance of your vehicle changes; or
- your vehicle is altered or modified.

Your Cover

Period of Insurance: 13 October 2017 to 13 October 2018

Policyholder/s: A A STEEL PIPING PTY LTD
ASHLEY ALEXANDER DOB [REDACTED] 1960

Cover Type: Comprehensive No Claim Discount: 70% Discount/Rating A1

Overnight Location: GLENMORE PARK NSW 2745

Your Vehicle: 2004 NISSAN NAVARA DX (4x4) D22 SERIES 2 DUAL CAB P/UP MULTI POINT F/INJ V6 3.3L 5 SP MANUAL
4x4 which you have told us:

- is in good condition
- is used for Business Use
- has an Input Tax Credit of 100%

Registration Number: [REDACTED] 918 VIN / Chassis: [REDACTED] 11708

Financier: No finance advised Finance Type: Not applicable

Your Comprehensive CoverYour vehicle sum insured is **Agreed value of \$9,100.**

The table to the right lists the Insured Events and Cover Options. For full details, including exclusions, claim limits and the terms and conditions of cover, please refer to the PDS.

Insured Events and Cover Options	Am I Covered?
Insured Events	
Collision or impact damage	Yes
Fire damage	Yes
Legal liability	Yes
Storm, hail or flood damage	Yes
Theft of keys	Yes
Theft or attempted theft	Yes
Vandalism or malicious act	Yes
Cover Options	
Removal of Excess for Glass Damage	Not Selected
Hire Car following an incident	Not Selected
Optional Additional Basic excess	Not Selected
Driver Age Restriction (No Drivers under 30)	Not Selected
Protected No Claim Discount	Not Selected

Page 3 of 6

Declared Drivers

You have told us that the following people will drive your vehicle:

Declared Driver	Date of Birth	Years Licenced	Your Declared Drivers attract the following policy conditions:
ASHLEY ALEXANDER	[REDACTED] 1960	10+ years	Standard policy terms and conditions apply

Accident, Incident and Loss of Licence History

You have told us of the following events in the last 5 years:

Declared Driver	Date of Birth	Event	Date
ASHLEY ALEXANDER	[REDACTED] 1960	No accidents, incidents or Loss of Licence/Restrictions	Not applicable

Contact us

Phone: 13 24 23
Fax: 1300 901 218

Email: contactus@comminsurance.com.au
Mail: PO Box 317, Silverwater NSW 2128

CommInsure is a registered business name of Commonwealth Insurance Limited (CIL) ABN 96 067 524 216 AFSL 235630

004344/038016

3. Your Vehicle

You must contact us in advance if, during the Period of Insurance:

- the drivers of your vehicle change; and/or
- the overnight location changes; and/or
- the usage or finance of your vehicle changes; or
- your vehicle is altered or modified.

Your Cover

Period of Insurance: 13 October 2017 to 13 October 2018

Policyholder/s: A A STEEL PIPING PTY LTD
ASHLEY ALEXANDER **DOB:** [REDACTED] 1960

Cover Type: Comprehensive **No Claim Discount:** 70% Discount/Rating A1

Overnight Location: GLENMORE PARK NSW 2745

Your Vehicle: 2007 TOYOTA HILUX WORKMATE TGN16R 07 UPGRADE C/CHAS MULTI POINT F/INJ 4CYL 2.7L 5 SP MANUAL which you have told us:

- is in good condition
- is used for Business Use
- has an Input Tax Credit of 100%

Registration Number: [REDACTED] 3H **VIN / Chassis:** [REDACTED] 30892

Financier: No finance advised **Finance Type:** Not applicable

Your Comprehensive CoverYour vehicle sum insured is **Agreed value of \$8,200.**

The table to the right lists the Insured Events and Cover Options. For full details, including exclusions, claim limits and the terms and conditions of cover, please refer to the PDS.

Insured Events and Cover Options	Are I Covered?
Insured Events	
Collision or impact damage	Yes
Fire damage	Yes
Legal liability	Yes
Storm, hail or flood damage	Yes
Theft of keys	Yes
Theft or attempted theft	Yes
Vandalism or malicious act	Yes
Cover Options	
Removal of Excess for Glass Damage	Not Selected
Hire Car following an incident	Not Selected
Optional Additional Basic excess	Not Selected
Driver Age Restriction (No Drivers under 30)	Not Selected
Protected No Claim Discount	Not Selected

Page 3 of 6

Declared Drivers

You have told us that the following people will drive your vehicle:

Declared Driver	Date of Birth	Years Licenced	Your Declared Drivers attract the following policy conditions:
ASHLEY ALEXANDER	[REDACTED] 1960	10+ years	Standard policy terms and conditions apply

Accident, Incident and Loss of Licence History

You have told us of the following events in the last 5 years:

Declared Driver	Date of Birth	Event	Date
ASHLEY ALEXANDER	[REDACTED] 1960	No accidents, Incidents or Loss of Licence/Restrictions	Not applicable

MTR002

Contact us

Phone: 13 24 23

Fax: 1300 901 218

Email: contactus@comminsurance.com.au

Mail: PO Box 317, Silverwater NSW 2128

CommInsure is a registered business name of Commonwealth Insurance Limited (CIL) ABN 96 067 524 216 AFSL 235030

004343038006

3. Your Vehicle

You must contact us in advance if, during the Period of Insurance:

- the drivers of your vehicle change; and/or
- the overnight location changes; and/or
- the usage or finance of your vehicle changes; or
- your vehicle is altered or modified.

Your Cover

Period of Insurance: 13 October 2017 to 13 October 2018

Policyholder/s: A A STEEL PIPING PTY LTD
ASHLEY ALEXANDER

DOB: [REDACTED] 1960

Cover Type: Comprehensive

No Claim Discount: 70% Discount/Rating A1

Overnight Location: GLENMORE PARK NSW 2745

Your Vehicle: 1986 TOYOTA DYNA 100 C/CHAS DIESEL D4CYL 2.4L 5 SP MANUAL which you have told us:

- is in good condition
- is used for Business Use
- has an Input Tax Credit of 100%

Registration Number: [REDACTED] NX

VIN / Chassis: [REDACTED] 02454

Financier: No finance advised

Finance Type: Not applicable

Your Comprehensive Cover

Your vehicle sum insured is **Market Value**.

The table to the right lists the Insured Events and Cover Options. For full details, including exclusions, claim limits and the terms and conditions of cover, please refer to the PDS.

Insured Events and Cover Options	Am I Covered?
Insured Events	
Collision or impact damage	Yes
Fire damage	Yes
Legal liability	Yes
Storm, hail or flood damage	Yes
Theft of keys	Yes
Theft or attempted theft	Yes
Vandalism or malicious act	Yes
Cover Options	
Removal of Excess for Glass Damage	Not Selected
Hire Car following an incident	Not Selected
Optional Additional Basic excess	Not Selected
Driver Age Restriction (No Drivers under 30)	Not Selected
Protected No Claim Discount	Not Selected

Page 3 of 6

Declared Drivers

You have told us that the following people will drive your vehicle:

Declared Driver	Date of Birth	Years Licensed	Your Declared Drivers agree to the following policy condition:
ASHLEY ALEXANDER	[REDACTED] 1960	10+ years	Standard policy terms and conditions apply

Accident, Incident and Loss of Licence History

You have told us of the following events in the last 5 years:

Declared Driver	Date of Birth	Event	Date
ASHLEY ALEXANDER	[REDACTED] 1960	No accidents, Incidents or Loss of Licence/Restrictions	Not applicable

Contact us

Phone: 13 24 23

Fax: 1300 901 218

Email: contactus@comminsurance.com.au

Mail: PO Box 317, Silverwater NSW 2128

CommInsure is a registered business name of Commonwealth Insurance Limited (CIL) ABN 96 067 524 216 AFSL 235030

MOT7356755

CommInsure

Policy Number: MOT7357518

View the PDS at:
commbank.com.au/insurance**3. Your Vehicle**

You must contact us in advance if, during the Period of Insurance:

- the drivers of your vehicle change; and/or
- the overnight location changes; and/or
- the usage or finance of your vehicle changes; or
- your vehicle is altered or modified.

Your Cover

Period of Insurance: 13 October 2017 to 13 October 2018

Policyholder/s: ASHLEY ALEXANDER DOB [REDACTED] 960

Cover Type: Comprehensive No Claim Discount: 70% Discount/Rating A1

Overnight Location: GLENMORE PARK NSW 2745

Your Vehicle: 2001 MERCEDES-BENZ VITO 108CDI VAN TURBO CDI DT4CYL 2.2L 5 SP MANUAL which you have told us:

- is in good condition
- is used for Private Use

Registration Number: [REDACTED] 96 VIN / Chassis: [REDACTED] 53367

Financier: No finance advised Finance Type: Not applicable

Your Comprehensive CoverYour vehicle sum insured is **Market Value**.

The table to the right lists the Insured Events and Cover Options. For full details, including exclusions, claim limits and the terms and conditions of cover, please refer to the PDS.

Insured Events and Cover Options	Am I Covered?
Insured Events	
Collision or impact damage	Yes
Fire damage	Yes
Legal liability	Yes
Storm, hail or flood damage	Yes
Theft of keys	Yes
Theft or attempted theft	Yes
Vandalism or malicious act	Yes
Cover Options	
Removal of Excess for Glass Damage	Not Selected
Hire Car following an incident	Not Selected
Optional Additional Basic excess	Not Selected
Driver Age Restriction (No Drivers under 30)	Not Selected
Protected No Claim Discount	Not Selected

Page 3 of 6

Declared Drivers

You have told us that the following people will drive your vehicle:

Declared Driver	Date of Birth	Years Licenced	Your Declared Drivers attract the following policy conditions:
ASHLEY ALEXANDER	[REDACTED] 960	10+ years	Standard policy terms and conditions apply

MRN12

Accident, Incident and Loss of Licence History

You have told us of the following events in the last 5 years:

Declared Driver	Date of Birth	Event	Date
ASHLEY ALEXANDER	[REDACTED] 960	No accidents, Incidents or Loss of Licence/Restrictions	Not applicable

Contact us

Phone: 13 24 23
Fax: 1300 901 218

Email: contactus@comminsurance.com.au
Mail: PO Box 317, Silverwater NSW 2128

CommInsure is a registered business name of Commonwealth Insurance Limited (CIL) ABN 96 067 524 216 AFSL 235030

CommInsure

Policy Number: MOT7356672

View the PDS at:

commbank.com.au/insurance**3. Your Vehicle**

You must contact us in advance if, during the Period of Insurance:

- the drivers of your vehicle change; and/or
- the overnight location changes; and/or
- the usage or finance of your vehicle changes; or
- your vehicle is altered or modified.

004342/037936

Your Cover

Period of Insurance: 13 October 2017 to 13 October 2018

Policyholder/s: A A STEEL PIPING PTY LTD
ASHLEY ALEXANDER **DOB** [REDACTED] 1960

Cover Type: Comprehensive **No Claim Discount:** 70% Discount/Rating A1

Overnight Location: GLENMORE PARK NSW 2745

Your Vehicle: 2005 MAZDA B2600 BRAVO DX C/CHAS MULTI POINT F/INJ 4CYL 2.6L 4 SP AUTOMATIC which you have told us:

- is in good condition
- is used for Business Use
- has an Input Tax Credit of 100%

Registration Number: [REDACTED] AR **VIN / Chassis:** [REDACTED] 02174

Financier: No finance advised **Finance Type:** Not applicable

Your Comprehensive CoverYour vehicle sum insured is **Agreed value of \$5,800.**

The table to the right lists the Insured Events and Cover Options. For full details, including exclusions, claim limits and the terms and conditions of cover, please refer to the PDS.

Insured Events and Cover Options	Am I Covered?
Insured Events	
Collision or impact damage	Yes
Fire damage	Yes
Legal liability	Yes
Storm, hail or flood damage	Yes
Theft of keys	Yes
Theft or attempted theft	Yes
Vandalism or malicious act	Yes
Cover Options	
Removal of Excess for Glass Damage	Not Selected
Hire Car following an incident	Not Selected
Optional Additional Basic excess	Not Selected
Driver Age Restriction (No Drivers under 30)	Not Selected
Protected No Claim Discount	Not Selected

Page 3 of 6

Declared Drivers

You have told us that the following people will drive your vehicle:

Declared Driver	Date of Birth	Years Licenced	Your Declared Drivers attract the following policy conditions:
ASHLEY ALEXANDER	[REDACTED] 960	10+ years	Standard policy terms and conditions apply

Accident, Incident and Loss of Licence History

You have told us of the following events in the last 5 years:

Declared Driver	Date of Birth	Event	Date
ASHLEY ALEXANDER	[REDACTED] 960	No accidents, incidents or Loss of Licence/Restrictions	Not applicable

Contact us

Phone: 13 24 23

Fax: 1300 901 218

Email: contactus@comminsurance.com.au

Mail: PO Box 317, Silverwater NSW 2128

CommInsure is a registered business name of Commonwealth Insurance Limited (CIL) ABN 96 067 524 216 AFSL 235030

CBF Projects - Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:15:10 +1100
Attachments: CBF Contract signed.pdf (411.86 kB)

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 6 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.

 Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date	25/10/2017				
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: CBF PROJECTS Pty Ltd. ACN 159 782 210				
Project RMS file					
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td><td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td></tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td><td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td></tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You: SIGNED by YOU in accordance with section 127 of the
Corporations Act 2001 (Cth)

Secretary/Director


Director*

Name printed


Name printed

(* I am the sole Director and Company Secretary of the Contractor
and I occupy both offices - Strike out if not applicable)

Efficient project management and deliveries- Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:19:44 +1100
Attachments: scan0010.pdf (395.01 kB)

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.



Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: <u>Efficient Project Management and deliveries PTY LTD</u> ACN <u>161841407</u>				
Project RMS file	<u>170000302935.1100</u>				
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-top: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: center;">Name of witness</td> <td style="border-top: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You: SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Simon Raha
Name printed

(* I am the sole Director and Company Secretary of the Contractor and I occupy both offices - Strike out if not applicable)

Lancomm- Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:24:27 +1100
Attachments: Contract for Maintenance at Heavy Vehicle Enforcement Sites - Signed.pdf (1.72 MB)

Alex Dubois

Project Manager

Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services

T 02 88370636 | M [REDACTED] 6 298

www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.



Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Transport
**Roads & Maritime
Services**

JK

LR

Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date							
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: LANCOMM PTY LTD <div style="text-align: right;">ACN 096 940 993</div>						
Project RMS file							
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 						
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td> <td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>			Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate						
Name of witness	Name of RMS delegate						

JK

You: SIGNED by YOU in accordance with section 127 of the Corporations Act 2001 (Qh)

Secretary/Director

Director*

Name printed

JOSEPH RAHME
Name printed

(*I am the sole Director ~~and Company Secretary~~ of the Contractor and I occupy both offices - Strike out if not applicable)

JK

Ozcorp- Category A

From: DUBOIS Alexandre </o=exchangelabs/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=42481e1151cb4547a1f6920ea823f13e-dubois alex">
To: "JABSON Theresa T (Theresa.JABSON@rms.nsw.gov.au)" <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:26:52 +1100
Attachments: Ozcorp Civil RMS panel contract.pdf (408.5 kB)

Alex Dubois
Project Manager
Compliance System Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M 02 88370636 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



duo 20

Roads and Maritime Services (RMS)

Minor Physical Works and Services

Work-as-Ordered Contract

Form of Agreement

Date	
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: OZ CORP CIVIL PTY LTD
Project RMS file	Panel for Maintenance at heavy ACN 607800895 Vehicle Enforcement Sites
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Witness _____ Name of witness </div> <div style="width: 45%;"> _____ RMS delegate _____ Name of RMS delegate </div> </div>

You:**SIGNED** by YOU in accordance with section 127 of the
Corporations Act 2001 (Cth)

Secretary/Director

Director*

Name printed

Kristen Tui

Name printed

(* I am the sole Director and Company Secretary of the Contractor
and I occupy both offices - Strike out if not applicable)

Steve masters- Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:28:24 +1100
Attachments: RMS Contract Form of Agreement - S.A. Masters Electrical Services.pdf (1.58 MB)

Alex Dubois
Project Manager
Compliance Systems | Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 5 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.

 Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites




Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date	26.10.17		
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: S.A. MASTERS ELECTRICAL SERVICES ACN 79 261 723977 STEVEN MASTERS.		
Project RMS file	RMS HEAVY VEHICLE MAINTENANCE CONTRACT # 17.0000302935.1100		
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 		
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:		
	_____ Witness	_____ RMS delegate	
	_____ Name of witness	_____ Name of RMS delegate	

You: SIGNED by YOU in accordance with section 127 of the
Corporations Act 2001 (Qh)

Secretary/Director



Director*

Name printed

STEVEN MASTERS.

Name printed

(* I am the sole Director and Company Secretary of the Contractor
and I occupy both offices - ~~Strike out if not applicable~~)

euro Civil and maintenance - Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:32:05 +1100
Attachments: ECM Contract.pdf (404.97 kB)

Alex Dubois
Project Manager
Compliance System Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M [REDACTED] 5 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.

 Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date	26-10-2017				
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: Euro civil & maintenance PTY LTD <div style="text-align: right;">ACN 604 934 698</div>				
Project RMS file	panel for maintenance at Heavy vehicle Enforcement Sites				
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td> <td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You:SIGNED by YOU in accordance with section 127 of the
Corporations Act 2001 (Cth)

Secretary/Director

B_____
Director*

Name printed

BARRAK HADID
Name printed

(* I am the sole Director and Company Secretary of the Contractor
and I occupy both offices - Strike out if not applicable)

Seina- Category A

From: DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
To: JABSON Theresa T <theresa.jabson@rms.nsw.gov.au>
Date: Tue, 11 Dec 2018 11:33:02 +1100
Attachments: Signed Contract.pdf (396.38 kB)

Alex Dubois
Project Manager
Compliance System Compliance Operations Branch | Compliance and Regulatory Services
T 02 88370636 | M 02 88370636 298
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

This email is intended only for the addressee and may contain confidential information. If you receive this email in error please delete it and any attachments and notify the sender immediately by reply email. Transport for NSW takes all care to ensure that attachments are free from viruses or other defects. Transport for NSW assume no liability for any loss, damage or other consequences which may arise from opening or using an attachment.

 Consider the environment. Please don't print this e-mail unless really necessary.

Minor Physical Works and Services Work-as-Ordered Contract

Contract for Panel for Maintenance at Heavy Vehicle Enforcement Sites



Roads and Maritime Services (RMS) Minor Physical Works and Services Work-as-Ordered Contract Form of Agreement

Date					
Parties	Roads and Maritime services (RMS) of 20-44 Ennis Road, Milsons Point, New South Wales 2061 Your name: <u>Seina Group Pty Ltd</u> <div style="text-align: right;">ACN <u>142 708 745</u></div>				
Project RMS file	<u>17.0000302935.1100</u>				
Deed of Agreement:	<ol style="list-style-type: none"> 1. You agree to carry out Contracted Work whenever a Work Order is issued to you during the Offer Term. 2. RMS agrees to pay you for performing Work Orders as set out in the Contract. 3. Both parties agree to perform their obligations under the Contract. 4. The Contract incorporates the Tender Documents and the following post-tender documents: <div style="margin-left: 40px;"> The Tender Form signed and lodged by you with your tender The Pricing Schedules signed and lodged by you with your tender The RMS letter accepting your tender and the documents listed in that letter as forming part of the Contract </div> 5. You acknowledge that RMS might not issue any Work Orders to you. 6. Capitalised terms used in this Form of Agreement, unless otherwise defined or indicated in this Form of Agreement, have the meaning given to those terms in the Minor Physical Works and Services Terms for Contracted Work 				
Execution as a deed	<p>RMS: Signed sealed and delivered by Roads and Maritime Services by its delegate in the presence of:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Witness</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">RMS delegate</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name of witness</td> <td style="border-bottom: 1px solid black; text-align: center;">Name of RMS delegate</td> </tr> </table>	Witness	RMS delegate	Name of witness	Name of RMS delegate
Witness	RMS delegate				
Name of witness	Name of RMS delegate				

You: SIGNED by YOU in accordance with section 127 of the
Corporations Act 2001 (Qh)

Secretary/Director



Director*

Name printed

Hassan Alameddine,

Name printed

(*I am the sole Director and Company Secretary of the Contractor
and I occupy both offices - Strike out if not applicable)