

## SCHEDULE 1

### FUNCTIONS

The Independent Certifier will, subject to the provisions of the Project Agreement, provide the services as set out below. In the event of a conflict between any provision of this Agreement, including this Schedule 1, and a provision of the Project Agreement, the Project Agreement will prevail.

- (a) The Independent Certifier will:
  - (1) consult with the Design-Builder and others involved in the Design; and
  - (2) conduct inspections of the Construction,  
  
as the Independent Certifier determines is required for purposes of the Independent Certifier's functions under the Project Agreement and, no later than the 10th day of each month, prepare and deliver to the Authority and Project Co a monthly written report containing a description of:
    - (3) the Design and Construction completed in the previous month; and
    - (4) the progress of the Design and Construction relative to the Updated Project Schedule, with an overview analysis of variances.
- (b) The Independent Certifier will, no later than the 10<sup>th</sup> day of each month in relation to payments under Section 2 and Section 3 of Appendix 8B [Construction Period Payments], prepare and deliver to the Authority and Project Co a certificate certifying the Cost to Date, the Demolition Cost to Date and the Site Works Cost to Date.
- (c) [Not Used]
- (d) The Independent Certifier will, in cooperation with Project Co's Design and Construction Representative and the Authority's Design and Construction Representative with respect to an application for a Certificate of Service Commencement, review and comment on the list of Service Commencement Deficiencies.
- (e) No later than 5 Business Days after application by Project Co for a Certificate of Service Commencement, the Independent Certifier will, in cooperation with Project Co's Design and Construction Representative and the Authority's Design and Construction Representative, make an inspection of the Facility, review the basis for Project Co's application for Service Commencement, and then within a further 5 Business Days after such inspection and review:
  - (1) if Service Commencement has been achieved, issue a Certificate of Service Commencement, together with comments on the list of Service Commencement Deficiencies (if any) and attaching a copy of the list of Service Commencement Deficiencies; or

- (2) if Service Commencement has not been achieved, provide Project Co and the Authority's Design and Construction Representative with a list of all incomplete Design and Construction that must be completed prior to Service Commencement.
- (f) The Independent Certifier will certify completion of any Post-Service Commencement Construction.