
PART 1 OF SCHEDULE 8

PROVINCE'S REPRESENTATIVE

The functions to be performed by the Province's Representative include the following:

1. monitor the design, construction, completion, commissioning, testing and maintenance of the Works and the design and completion of the Decommissioning by means of the system of inspection, testing, surveys, certification and review set out, *inter alia*, in Sections 11 [Design and Construction], 13 [Inspection and Completion], 14 [Operation, Maintenance and Rehabilitation], 15 [Traffic Management and Police Services], 16 [Signing, Traffic Control Devices and Communications], 23 [Quality Management], 25.2 [Audit and Inspection], 26 [Monitoring of Performance], Part 3 of Schedule 5 [Design and Certification Procedure], and Part 2 of this Schedule 8 [Review Procedure];
2. attend site and other progress and technical meetings (including in the company of such other Province representatives, consultants, contractors and/or advisors as the Province's Representative considers appropriate) and receive and review minutes and reports;
3. review reports and records of safety, health and welfare and damage or injury to persons and to property;
4. audit the Concessionaire's Quality Management System in accordance with Section 23 [Quality Management] and monitor and verify the operation of such Quality Management System by, *inter alia*, carrying out spot checks and making independent inspections and tests of any Plant or material including any Plant or material which fails any test or is suspected of not complying with the requirements of this Agreement;
5. review and comment upon the Quality Documentation and any additional parts of or changes to the Quality Documentation submitted by the Concessionaire in accordance with Section 23 [Quality Management] and periodically review the Quality Documentation with the Concessionaire;
6. monitor and review schedules prepared by the Concessionaire or the Contractor, including the Project Schedule and the Works Schedule, and all amended or varied versions thereof, and require reports or revised Project Schedules in accordance with Section 12.2 [Variations to Project Schedule] and reports or revised Works Schedules in accordance with Section 12.3 [Preparation of Works Schedule];
7. receive, consider and make decisions with respect to applications by the Concessionaire and other matters relating to delay under Section 12.6 [Delay];
8. receive and consider applications for issue of the Substantial Completion Certificate, make and cause to be made all necessary inspections to be carried out in connection therewith, and issue a Substantial Completion Certificate when appropriate;

9. receive and consider applications for issue of the Completion Certificate, make and cause to be made all necessary inspections to be carried out in connection therewith, and issue the Completion Certificate when appropriate;
10. receive, consider and make decisions with respect to applications in respect of traffic and other signage and traffic control devices and take other actions required in accordance with Section 16 [Signing, Traffic Control Devices and Communications];
11. settle with the Concessionaire the form of and receive from the Concessionaire the reports referred to in Part 2 of Schedule 15 [Reports] (including construction progress reports, Monthly Reports, Annual Reports and such other reports as may be required in accordance with the provisions of this Agreement, including to comply with the Requirements of Interested Parties) and any other reports or information provided by the Concessionaire and, where applicable, serve notices of objection to such reports in accordance with Section 24.4.1;
12. inspect and audit the records referred to in Part 1 of Schedule 15 [Records];
13. monitor and review the obtaining and, where applicable, renewal or extension by the Concessionaire of Permits, Licences and Approvals and compliance by the Concessionaire with Permits, Licences and Approvals and the Requirements of Interested Parties;
14. monitor the performance by the Concessionaire of the Concessionaire's Environmental Obligations and compliance by the Concessionaire with its other obligations under Section 8.13 [Environmental Obligations of the Province and the Concessionaire] and Section 8.18 [Environmental Matters];
15. request Province Changes and Additional Works where the Province so instructs and receive and negotiate on behalf of the Province consequential applications by the Concessionaire relating to additional payment, and countersign Province Change Certificates;
16. notify the Concessionaire when a Concessionaire Change is required in order that the Concessionaire will comply with its obligations under this Agreement;
17. receive, consider and make decisions with respect to applications by the Concessionaire for revisions to or substitutions for the O&M Requirements;
18. receive and deal with any request by the Concessionaire for a revision to the Traffic Management Requirements and submissions by the Concessionaire of the Traffic Management Plan and Schedules of Lane Closures and revisions thereto in accordance with Section 11.8 [Traffic Management During Construction] or Section 15 [Traffic Management and Police Services];

19. negotiate with the Concessionaire the need for or location of any Measurement Points in accordance with the provisions of Part 7 of Schedule 10 [Monitoring and Measurement] and receive and deal with any notice of installation or replacement of any Measuring Equipment;
20. monitor the measurement of traffic by means of the system of inspections, verifications, testing, surveys, certification, review and correction of defects set out in, and deal with any other matters arising under Part 7 of Schedule 10 [Monitoring and Measurement];
21. receive and deal with all matters submitted in accordance with the Review Procedure, including requests for a Concessionaire Change;
22. receive notification of discovery of any items referred to in Section 18.2 [Items of Geological, Historical or Archaeological Interest or Value] and give instructions to the Concessionaire as to the manner of dealing with the same;
23. receive notices and other information and give instructions in respect of environmental matters in accordance with Section 8.18 [Environmental Matters], including notification of discovery of any Existing Contamination referred to in Section 8.18.12 and instructions given to the Concessionaire as to the manner of dealing with the same;
24. receive details of, review and comment on insurances in accordance with Section 20.1 [Insurance Cover];
25. inspect the register of insurance claims kept by the Concessionaire in accordance with Section 20.6 [Claims];
26. receive and respond to proposed amendments to the Project Documents in accordance with Section 2.3.2 or any appointment of or change in the identity of the Contractor, Designer, Reviewer, Operator, Quality Management Representative or the Audit Team;
27. receive or give any notice in accordance with Section 26 [Monitoring of Performance] and take any actions in respect of any such notice or any remedial measures;
28. receive and deal with all matters submitted in respect of any Eligible Change in accordance with Schedule 13 [Changes];
29. negotiate on behalf of the Province the amount of any compensation payable under Section 44 [Compensation on Termination];
30. receive and, as instructed by the Province, deal with any request by the Concessionaire in respect of a Subsequent Scheme or an Improvement;
31. receive and deal with all matters in respect of a claim of Force Majeure or Eligible Force Majeure;

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32. liaise with the Concessionaire and other persons, including Interested Parties, as required by any Liaison Procedure;
 33. perform any functions under the Technical Requirements which are to be carried out by the Province's Representative, the Province or a representative of the Province;
 34. receive notification of the discovery of any protected species and how the Concessionaire intends to deal with them;
 35. receive and consider any certificates of compliance required by the Technical Requirements;
 36. participate in any Initial, Second or End of Term Inspection and exercise the other functions specified in Section 19 [End of Term];
 37. receive and consider applications for the issue of Reinstatement Certificates and Renewal Certificates, make or cause to be made all necessary inspections in connection therewith, and issue Reinstatement Certificates and Renewal Certificates when appropriate;
 38. receive, consider and make decisions with respect to any applications for approval of any matters referred to in the Technical Requirements or any other provisions of this Agreement as requiring the approval of the Province or the Province's Representative;
 39. conduct any other general or specific inspections of the Existing Highway, the Project Facilities (including the Works), the Site, the Adjacent Areas and the Graving Dock Site provided for in this Agreement;
 40. perform such other functions as may be ascribed to the Province's Representative under this Agreement including the Technical Requirements; and
 41. such other functions as may from time to time be designated by the Province.