

Schedule 10 – Schedule of Certificates and Notices

Part of the Schedule containing the form	Title of certificate or notice	Certificate or notice to be signed by	Clause / Section of the Project Documents
Part 1	Independent Certifier's Certificate – Test Results	Independent Certifier	Clause 20.3(a)(i)
Part 2	Project Co's Notice – Expectation of achieving Services Completion	Project Co	Clause 21.1(a)
Part 3	Project Co's Notice – Services Completion	Project Co	Clause 21.2(a)
Part 4	Territory's Notice – Services Completion	Territory	Clause 21.2(b)
Part 5	Independent Certifier's Certificate – Certificate of Services Completion	Independent Certifier	Clause 21.2(c)(i)
Part 6	Independent Certifier's Notice – Services Completion not achieved (List of work remaining to be undertaken)	Independent Certifier	Clause 21.2(c)(ii)A.
Part 7	Independent Certifier's Notice – Services Completion not achieved (No list of work remaining to be undertaken)	Independent Certifier	Clause 21.2(c)(ii)B.
Part 8	Project Co's Notice – Completion of outstanding work (Services Completion)	Project Co	Clause 21.2(e)
Part 9	Project Co's Notice –Returned Asset	Project Co	Clause 21.3(c)(ii)
Part 10	Independent Certifier's Notice – Returned Asset	Independent Certifier	Clause 21.3(e)
Part 11	Project Co's Notice – Completion of outstanding work (Returned Asset)	Project Co	Clause 21.3(g)
Part 12	Project Co's Notice – Date of Handback of Returned Asset	Project Co	Clause 21.3(j)(i)
Part 13	Project Co's Notice – Final Completion	Project Co	Clause 22.1(b)
Part 14	Independent Certifier's Certificate – Certificate of Final Completion	Independent Certifier	Clause 22.1(c)(i)
Part 15	Independent Certifier's Notice – Final Completion not achieved (List of work remaining to be undertaken)	Independent Certifier	Clause 22.1(c)(ii)
Part 16	Project Co's Notice – Completion of outstanding work (Final Completion)	Project Co	Clause 22.1(e)

Part of the Schedule containing the form	Title of certificate or notice	Certificate or notice to be signed by	Clause / Section of the Project Documents
Part 17	Territory's Notice – Late Final Completion	Territory	Clause 22.2(a)(iii)
Part 18	Independent Certifier's Notice – Late Final Completion (Work remaining and cost)	Independent Certifier	Clause 22.2(a)(iv)
Part 19	Independent Certifier's Certificate – Stage 3 Design Documentation – Full Certification	Independent Certifier	Section 1.5(b)(iii)B of the Design Appendix
Part 20	Independent Certifier's Certificate – Stage 3 Design Documentation – Conditional Certification	Independent Certifier	Section 1.5(b)(iii)C of the Design Appendix
Part 21	Delivery Contractor's Certificate - Non-Reviewable Utility Works	Delivery Contractor	Section 1.11(a)(ii) of the Design Appendix
Part 22	O&M Contractor's Certificate - Stage 3 Design Documentation	O&M Contractor	Section 5.1(a)(v) of the Design Appendix
Part 23	Lead Project Co Architect Certificate - Stage 3 Design Documentation	Lead Project Co architect	Section 5.1(a)(vi) of the Design Appendix

Part 1
Independent Certifier's Certificate – Test Results

(Clause 20.3(a)(i))

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 20.3(a)(i) of the Project Agreement, the Independent Certifier certifies that the results of the Test, as documented in the Test Report set out in the **Attachment** to this certificate, confirm that the Test has been passed in accordance with the relevant Test Procedure.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment to Part 1 – Test Report

[To be inserted.]

Part 2
Project Co's Notice – Expectation of achieving Services Completion

(Clause 21.1(a))

To: [#Insert] (**Territory**)

Copy: [#insert] (**Independent Certifier**)

From: [#Insert name] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.1(a) of the Project Agreement, Project Co notifies the Territory that it reasonably expects to achieve Services Completion on [#insert date].

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 3
Project Co's Notice – Services Completion

(Clause 21.2(a))

To: [#insert] (**Territory**) and [#insert] (**Independent Certifier**)

From: [#insert name] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(a) of the Project Agreement, Project Co hereby:

- (a) notifies the Territory and the Independent Certifier that it considers that it has achieved Services Completion; and
- (b) requests that the Independent Certifier issue a Certificate of Services Completion.

A detailed list of the work (including minor Defect correction and any relevant Remaining Work), which, in Project Co's opinion, remains to be undertaken to achieve Final Completion is listed in the **Attachment** to this notice.

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Attachment to Part 3 – List of work remaining to be undertaken

Item	Description of the work (including minor Defect correction and any relevant Remaining Works) remaining to be undertaken to achieve Final Completion
1.	
2.	
3.	

Part 4
Territory's Notice – Services Completion

(Clause 21.2(b))

To: [#Insert] (**Project Co**) and [#insert] (**Independent Certifier**)

From: [#Insert name] (**Territory**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(b) of the Project Agreement, the Territory hereby:

- (a) notifies the Territory and the Independent Certifier that it considers that Project Co has achieved Services Completion; and
- (b) requests that the Independent Certifier issue a Certificate of Services Completion.

Signed for and on behalf of the Territory by:

Signature:	
Name:	
Position: (Territory's representative)	
Date:	

Part 5
Independent Certifier's Certificate – Certificate of Services Completion

(Clause 21.2(c)(i))

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(c)(i) of the Project Agreement, the Independent Certifier certifies that Project Co has satisfied all requirements for Services Completion and Services Completion has been achieved.

The Date of Services Completion is [#insert].

Defects (including any Defects in a Returned Asset) of the kind referred to in item 1 of the Services Completion Criteria that are to be corrected by Project Co under clause 21.2(d) are identified in **Attachment 1** to this certificate.

Details of the work remaining to be undertaken to achieve Final Completion, including any relevant Remaining Works, are set out in **Attachment 2** to this certificate.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment 1 to Part 5 – List of Defects

Item	Description of Defects (of the kind referred to in item 1 of the Services Completion Criteria)
1.	
2.	
3.	

Attachment 2 to Part 5 – Work remaining to be undertaken to achieve Final Completion

Item	Details of work remaining to be undertaken to achieve Final Completion
1.	
2.	
3.	

Part 6
Independent Certifier's Notice – Services Completion not achieved (List of work remaining to be undertaken)

(Clause 21.2(c)(ii)A.)

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(c)(ii)A. of the Project Agreement, the Independent Certifier hereby notifies the Territory and Project Co that Services Completion has not been achieved.

The work remaining to be undertaken in order for Project Co to achieve Services Completion is listed in the **Attachment** to this notice.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment to Part 6 – Work remaining to be undertaken to achieve Services Completion

Item	Description of the work remaining to be undertaken to achieve Services Completion
1.	
2.	
3.	

Part 7
Independent Certifier's Notice – Services Completion not achieved (No list of work remaining to be undertaken)

(Clause 21.2(c)(ii)B.)

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(c)(ii)B. of the Project Agreement, the Independent Certifier hereby notifies the Territory and Project Co that:

- (a) Services Completion has not been achieved; and
- (b) Services Completion is so far from being achieved that it is not practicable to provide a list of the type referred to in clause 21.2(c)(ii)A. of the Project Agreement.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Part 8
Project Co's Notice – Completion of outstanding work (Services Completion)

(Clause 21.2(e))

To: [#Insert] (**Territory**) and [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.2(e) of the Project Agreement, Project Co hereby notifies the Territory and the Independent Certifier that the work listed in the *Independent's Certifier's Notice – Services Completion not achieved (List of work remaining to be undertaken)*, issued pursuant to clause 21.2(c)(ii)A. of the Project Agreement and dated [#insert date], has been completed.

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 9
Project Co's Notice – Returned Asset

(Clause 21.3(c)(ii))

To: [#Insert] (**Territory**), [#insert] (**Independent Certifier**) and [#insert] (**Returned Asset Owner**)

From: [#Insert name] ABN [#insert] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.3(c)(ii) of the Project Agreement, Project Co hereby notifies the Territory, the Independent Certifier and the Returned Asset Owner that, with the exception of the Defects of the kind referred to in clause 21.3(c)(i) of the Project Agreement and identified in the **Attachment** to this notice, it considers that the Returned Asset generally described below has been completed in accordance with the Territory Project Documents.

Returned Asset:

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Attachment to Part 9 – List of Defects

Item	Description of Defects (of the kind referred to in clause 21.3(c)(i) of the Project Agreement)
1.	
2.	
3.	

**Part 10
Independent Certifier's Notice – Returned Asset**

(Clause 21.3(e))

To: [#Insert] (Territory) and [#insert] (Project Co)

[OPTION 1 – Copy: [#Insert] (Returned Asset Owner)]

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

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (Project Agreement). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.3(e) of the Project Agreement, the Independent Certifier hereby notifies the Territory and Project Co that:

[OPTION 1 – Subject only to the Defects identified in the Attachment to this notice, the Returned Asset generally described below has been completed in accordance with the Territory Project Documents.

OPTION 2 – The Returned Asset generally described below has not yet been completed in accordance with the Territory Project Documents. Before the Independent Certifier can be satisfied that the Returned Asset has been completed in accordance with the Territory Project Documents, Project Co must first undertake the outstanding work listed in the Attachment to this notice.

OPTION 3 – The Returned Asset generally described below has not yet been completed in accordance with the Territory Project Documents. The Returned Asset is so far from being completed that it is not practicable for the Independent Certifier to provide a list of work remaining to be undertaken in order to complete the Returned Asset in accordance with the Territory Project Documents.]

Returned Asset:

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

[Note: Attachment required for Option 1 and Option 2.]

[OPTION 1: Attachment to Part 10 – List of Defects

Item	Description of Defects (of the kind referred to in clause 21.3(c)(i) of the Project Agreement)
1.	
2.	
3.	

OPTION 2: Attachment to Part 10 – Outstanding work]

Item	Description of the work remaining to be undertaken in order to complete the Returned Asset in accordance with the Territory Project Documents
1.	
2.	
3.	

Part 11
Project Co's Notice – Completion of outstanding work (Returned Asset)

(Clause 21.3(g))

To: [#Insert] (**Territory**), [#insert] (**Returned Asset Owner**) and [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.3(g) of the Project Agreement, Project Co hereby notifies the Territory, the Returned Asset Owner and the Independent Certifier that the work listed in the *Independent's Certifier's Notice – Returned Asset*, issued pursuant to clause 21.3(e)(ii)A of the Project Agreement and dated [#insert date], now has been completed.

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 12
Project Co's Notice – Handback of Returned Asset

(Clause 21.3(j)(i))

To: [#Insert] (**Returned Asset Owner**)

From: [#Insert name] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 21.3(j)(i) of the Project Agreement, Project Co hereby notifies the Returned Asset Owner that the date upon which Handback of the Returned Asset described generally below will occur is [#insert date].

Returned Asset:

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 13
Project Co's Notice – Final Completion

(Clause 22.1(b))

To: [#Insert] (**Territory**) and [#insert] (**Independent Certifier**)

From: [#Insert name] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.1(b) of the Project Agreement, Project Co hereby:

- (a) notifies the Territory and the Independent Certifier that it considers that it has achieved Final Completion; and
- (b) requests that the Independent Certifier issue a Certificate of Final Completion.

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 14
Independent Certifier's Certificate – Certificate of Final Completion

(Clause 22.1(c)(i))

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.1(c)(i) of the Project Agreement, the Independent Certifier certifies that, having inspected the Works and being satisfied that Project Co has met the requirements of each of the Final Completion Criteria, Final Completion has been achieved.

The Date of Final Completion is [#insert].

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Part 15
Independent Certifier's Notice – Final Completion not achieved (List of work remaining to be undertaken)

(Clause 22.1(c)(ii))

To: [#insert] (**Territory**) and [#insert] (**Project Co**)

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

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.1(c)(ii) of the Project Agreement, the Independent Certifier hereby notifies the Territory and Project Co that Final Completion has not been achieved.

The work remaining to be undertaken in order for Project Co to achieve Final Completion (including any relevant Remaining Works) is listed in the **Attachment** to this notice.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment to Part 15 – Work remaining to be undertaken to achieve Final Completion

Item	Description of the work remaining to be undertaken to achieve Final Completion
1.	
2.	
3.	

Part 16
Project Co's Notice – Completion of outstanding work (Final Completion)

(Clause 22.1(e))

To: [#Insert] (**Territory**) and [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**Project Co**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.1(e) of the Project Agreement, Project Co hereby notifies the Territory and the Independent Certifier that the work listed in the *Independent's Certifier's Notice – Final Completion not achieved (List of work remaining to be undertaken)*, issued pursuant to clause 22.1(c)(ii) of the Project Agreement and dated [#insert date], has been completed.

Signed for and on behalf of Project Co by:

Signature:	
Name:	
Position: (Project Co's representative)	
Date:	

Part 17
Territory's Notice – Late Final Completion

(Clause 22.2(a)(iii))

To: [#Insert] (**Independent Certifier**) and [#insert] (**Project Co**)

From: [#Insert name] (**Territory**)

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.2(a)(iii) of the Project Agreement, the Territory hereby requests that the Independent Certifier:

- (a) identify the work remaining to be undertaken to achieve Final Completion; and
- (b) determine the cost of performing such work.

Signed for and on behalf of the Territory by:

Signature:	
Name:	
Position: (Territory's representative)	
Date:	

Part 18
Independent Certifier's Notice – Late Final Completion (Work remaining and cost)

(Clause 22.2(a)(iv))

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This notice is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of clause 22.2(a)(iv) of the Project Agreement, the Independent Certifier hereby advises the Territory and Project Co that the **Attachment** to this notice:

- (a) lists the work remaining to be undertaken in order for Project Co to achieve Final Completion; and
- (b) sets out the cost of performing such work.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment to Part 18 – Work remaining to be undertaken to achieve Final Completion

Item	Description of the work remaining to be undertaken to achieve Final Completion	Cost of performing such work
1.		
2.		
3.		

Part 19
Independent Certifier's Certificate – Stage 3 Design Documentation – Full Certification

(Design Appendix Section 1.5(b)(iii)B.)

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of Section 1.5(b)(iii)B. of the Design Appendix, the Independent Certifier hereby certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Agreement (including the SPR), except for the minor errors and omissions identified in the **Attachment** to this certificate; and
- (b) in the case of Stage 3 Design Documentation, is appropriate for construction.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment to Part 19 – List of minor errors and omissions

Item	Description of minor error or omission	Recommended action to be taken by Project Co to address minor error or omission
1.		
2.		
3.		

Part 20
Independent Certifier's Certificate – Stage 3 Design Documentation – Conditional Certification

(Design Appendix, Section 1.5(b)(iii)C.)

To: [#Insert] (**Territory**) and [#insert] (**Project Co**)

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

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of Section 1.5(b)(iii)C of the Design Appendix, the Independent Certifier hereby certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Agreement (including the SPR), except for the minor errors and omissions identified in **Attachment 1** to this certificate;
- (b) is subject to the conditions set out in **Attachment 2** to this certificate, which, if stated as such in **Attachment 2** to this certificate, must be satisfied before construction of the Works in accordance with the attached Design Documentation may commence; and
- (c) subject to paragraph (b), is appropriate for construction.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's representative)	
Date:	

Attachment 1 to Part 20 – List of minor errors and omissions

Item	Description of minor error or omission
1.	
2.	
3.	

Attachment 2 to Part 20 – Conditions of certification of Stage 3 Design Documentation

Item	Conditions of the Independent Certifier's certification of the Design Documentation	Conditions must be satisfied before construction of the Works in accordance with the Design Documentation may commence
1.		
2.		
3.		

Part 21
Delivery Contractor's Certificate – Non-Reviewable Utility Works

(Design Appendix, Section 1.11(a)(ii))

To: [#Insert] (**Territory**) and [#Insert name] ABN [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**Delivery Contractor**)

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of Section 1.11(a)(ii) of the Design Appendix, the Delivery Contractor hereby certifies that the attached Design Documentation:

- (a) complies with the requirements of the relevant Utility provider;
- (b) has been integrated with all other Design Packages; and
- (c) otherwise complies with the requirements of the Project Documents.

Signed for and on behalf of the Delivery Contractor by:

Signature:	
Name:	
Position: (Delivery Contractor's representative)	
Date:	

Part 22
O&M Contractor's Certificate – Stage 3 Design Documentation

(Design Appendix, Section 5.1(a)(v))

To: [#Insert name] ABN [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**O&M Contractor**)

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of Section 5.1(a)(v) of the Design Appendix, the O&M Contractor hereby certifies that the attached Design Documentation is capable of enabling the O&M Contractor to perform the O&M Activities during the Operating Phase.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Contractor's representative)	
Date:	

Part 23
Lead Project Co Architect Certificate – Stage 3 Design Documentation

(Design Appendix, Section 5.1(a)(vi))

To: [#Insert name] ABN [#insert] (**Independent Certifier**)

From: [#Insert name] ABN [#insert] (**Lead Project Co Architect**)

This certificate is given in accordance with the Project Agreement for the Capital Metro Project between the Territory and Project Co dated [#insert] (**Project Agreement**). Words defined in the Project Agreement have the same meaning in this certificate.

In accordance with the terms of Section 5.1(a)(vi) of the Design Appendix, the Lead Project Co Architect hereby certifies that the attached Design Documentation is consistent with the urban design requirements in the Project Agreement.

Signed for and on behalf of the Lead Project Co Architect by:

Signature:	
Name:	
Position: (Lead Project Co Architect representative)	
Date:	