

SCHEDULE 4

SERVICES PROTOCOLS AND SPECIFICATIONS

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APPENDIX 4A PROPOSAL EXTRACTS (SERVICES)

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SCHEDULE 4

SERVICES PROTOCOLS AND SPECIFICATIONS

1. DEFINITIONS

In this Schedule, in addition to the definitions set out in Schedule 1 of the Agreement:

“Authority Policies” means the following policies, or portions of policies where only a portion is indicated, of the Authority as at the Effective Date, copies of which have been provided to Project Co:

- (a) Infection Prevention & Control Policy Procedure Manual – Acute Care (Capital Planning/Construction – Infection Control During Construction and Renovations);
- (b) Infection Prevention & Control Policy Procedure Manual – Complex Care (Construction & Renovation); and
- (c) NH Visual Identity Guidelines Manual,

including, subject to Section 3.3 of this Schedule, as applicable from time to time, any amendments of those policies and any additional policies.

“Annual Service Plan” has the meaning set out in Section 4.2 of this Schedule;

“BMS” means the computerized building management system for the Facility;

“CMMS” means the computerized maintenance management system for the Facility;

“Demand Requisition” means any request for service, report of a Service Failure, report of an Unavailability Event or any other report or inquiry made by a Facility User to the Help Desk or to Project Co;

“Environmental Management Plan” has the meaning set out in Section 4.5 of this Schedule;

“Facility Condition Report” has the meaning set out in Section 2.3(d) of this Schedule;

“Facility Users” means the Authority, Authority Persons, physicians, patients, visitors, students and volunteers using or present at the Facility;

“Five Year Maintenance Plans” has the meaning set out in Section 4.3 of this Schedule;

“Handback Requirements” has the meaning set out in Appendix 4B;

“Help Desk” means the contact point to be established by Project Co in respect of the Help Desk Services for the notification of Demand Requisitions, the occurrence of Events and other matters arising in relation to the provision of Services;

“Help Desk Report” has the meaning set out in Appendix 4D;

“Help Desk Services” has the meaning set out in Appendix 4D;

“**Joint Technical Review**” has the meaning set out in Section 2.3(a) of this Schedule;

“**Life Cycle Plan**” has the meaning set out in Section 4.4 of this Schedule;

“**Operating Period Joint Committee**” means the committee established pursuant to Section 2.2(a) of this Schedule;

“**Operating Period Representative**” has the meaning set out in Section 2.1 of this Schedule;

“**Performance Indicators**” means the performance indicators described in Appendices 4C to 4G;

“**Performance Monitoring Program**” means the performance monitoring system, equipment and procedures in place for monitoring performance of the Services as more particularly described in Section 6.1 of this Schedule;

“**Performance Monitoring Report**” has the meaning set out in Section 6.2 of this Schedule;

“**Plans**” means the Service Commencement and Startup Plan, the Annual Service Plan, the Five Year Maintenance Plans, the Lifecycle Plan and the Environmental Management Plan;

“**Plant Services**” has the meaning set out in Appendix 4C;

“**Proposal Extracts (Services)**” means the proposal extracts attached as Appendix 4A;

“**Rectification**” means, following the occurrence of an Event, making good the Event so that the subject matter of the Event complies with the levels of performance required pursuant to this Agreement, including (a) restoring all functional capability and (b) ensuring that all affected Functional Units comply with the Availability Condition; “**Rectify**” and “**Rectified**” will be construed accordingly;

“**Reporting Error**” has the meaning set out in Section 6.5 of this Schedule;

“**Respond**” and “**Response**” means:

- (a) with respect to all Services, the appropriate personnel attending the location of the Event, making the location, and all affected locations safe, in accordance with Good Industry Practice, and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event; and
- (b) with respect to routine matters for all Services, means either the foregoing or an electronic response from the Help Desk confirming the details of the Event and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event;

“**Response Time**” means the period of time following a Demand Requisition or other electronic report or recording by the BMS during which Project Co must Respond, each as indicated as a “Response Time” for the relevant Service in the Performance Indicators;

“**Roads, Grounds and Landscape Maintenance Services**” has the meaning set out Appendix 4F;

“**Security Services**” has the meaning set out in Appendix 4G;

“**Service Commencement and Startup Plan**” means the plan described in Section 4.1 of this Schedule;

“**Sub-Contractor Termination Notice**” has the meaning set out in Section 6.8(a) of this Schedule; and

“**Utility Management Services**” has the meaning set out in Appendix 4E.

2. ADMINISTRATION

2.1 Operating Period Representatives

- (a) Not less than 1 year before the Target Service Commencement Date, each of the parties will designate in writing a person (the “**Operating Period Representative**”) to be that party’s single point of contact with respect to the Operating Period and the Services.
- (b) A party’s Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- (c) A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing the Operating Period Representative with a person reasonably acceptable to the objecting party.
- (d) Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party’s Operating Period Representative will be for the account of that party.

2.2 Operating Period Committee

- (a) Not less than one year before the Target Service Commencement Date, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the “**Operating Period Joint Committee**”) consisting of the Operating Period Representatives and such other members as the parties may agree from time to time.
- (b) The purpose of the Operating Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Facility during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member’s duties or obligations to the party making such appointment.
- (c) The Operating Period Joint Committee:
 - (1) will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating appropriate authority to permit efficient decision making with respect to the Facility and the Services;

- (2) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
 - (3) will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all Plans submitted to it pursuant to Section 4.6 of this Schedule;
 - (4) may make recommendations to the parties on all matters relating to the Facility and the Services, which the parties may accept or reject in their complete discretion; and
 - (5) will have no authority to agree to any amendments or to give any waivers of this Agreement.
- (d) Subject to the provisions of this Agreement, the members of the Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- (1) invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
 - (2) receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- (e) Recommendations of the Operating Period Joint Committee must be unanimous.
- (f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) at least once each month:
- (1) prior to Service Commencement Date, at the corporate offices of the Authority; and
 - (2) after the Service Commencement Date, at the Facility,
- and from time to time as necessary. Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time. Meetings of the Operating Period Joint Committee will be convened on not less than 10 Business Days' notice (which will also identify the agenda items to be discussed at the meeting) provided that in an emergency a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (g) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by Project Co in accordance with Schedule 14 [Records and Reports] and

copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

2.3 Joint Technical Review

- (a) At the end of each five-year period throughout the Operational Period, Project Co and the Authority, supported by an independent inspector and/or such technical resources as mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”). The Joint Technical Review will assess the performance and effectiveness of both the preventive maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Life Cycle Plan and the Services Protocols and Specifications.
- (b) The current Facility condition standard for each Joint Technical Review will be based on the principle that each Maintained Element of the Facility and Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) During the last five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of the Handback Requirements.
- (d) The findings of the Joint Technical Review shall be documented in a written report (a “**Facility Condition Report**”) that:
 - (1) identifies the condition of the Facility and each element for which Project Co is responsible under the Project Agreement; and
 - (2) identifies any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of the Facility and each element for which Project Co is responsible, including with regard to the technical standards and the Services Protocols and Specifications and Life Cycle Plan.
- (e) Within 15 Business Days of receipt of the Facility Condition Report, Project Co will prepare a remediation plan outlining its approach and proposed schedule for rectification of any identified deficiencies with the objective of Project Co meeting its responsibilities under the Project Agreement.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. If required, the parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.

2.4 Authority Not Responsible for the Services

The Authority's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Authority's benefit only, and no acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or other representative of the Authority

will in any way relieve Project Co of its obligation for all aspects of the Services except as may be expressly set out in this Agreement.

3. PERFORMANCE OF SERVICES

3.1 Delivery of Services

Project Co will at all times during the Operating Period provide the Services in accordance with the:

- (a) specifications set out in this Schedule;
- (b) Proposal Extracts (Services); and
- (c) Plans then in effect.

3.2 Standards

Project Co will at all times during the Operating Period provide the Services:

- (a) in accordance with the standards set out in this Schedule;
- (b) in compliance with all applicable Laws;
- (c) in compliance with all applicable Authority Policies;
- (d) to the standards required to maintain the Facility's full accreditation under Accreditation Canada, to the extent the Services contribute to the maintenance of the accreditation;
- (e) in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and
- (f) to the same standards that an experienced, prudent, and knowledgeable long term owner of a comparable public health care facility in Canada, taking into account the age and use of the comparable facility.

3.3 Changes to Authority Policies

If the Authority changes any Authority Policies, including by any amendments or additional policies referenced in the definition of "Authority Policies", and such changes to Authority Policies are a Change or might reasonably be expected to result in an increase in Project Co's costs of performing the Services, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

4. OPERATING PERIOD PLANS

4.1 Service Commencement and Startup Plans

Project Co will establish and implement a service commencement and startup plan (the "**Service Commencement and Startup Plan**") incorporating the following:

- (a) a schedule identifying the tasks to be completed prior to the Service Commencement Date and the targeted completion dates of such tasks such that Project Co will be in a position to commence delivery of the Services on the Service Commencement Date;
- (b) the Annual Service Plan for the first 12 months of the Operating Period;
- (c) a preliminary Five Year Maintenance Plan;
- (d) a preliminary Environmental Management Plan; and
- (e) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at Service Commencement.

4.2 Annual Service Plans

Project Co will establish and implement an annual service plan (the “**Annual Service Plan**”) for the delivery of the Services in accordance with the terms of this Agreement and Good Industry Practice which will include:

- (a) detailed operational policies, procedures and practices for the Facility and the Services including the methods by which Project Co will deliver the Services such that they:
 - (1) are consistent with the Appendices to this Schedule 4;
 - (2) will not interfere in any material respect with and will be complementary to the delivery of health care and other related services by the Authority and Authority Persons and use of the Facility by Facility Users; and
 - (3) have regard for the needs and interests of all Facility Users;
- (b) a detailed organizational and staffing plan for all employees of Project Co, the Service Provider and Sub-Contractors, which plan will include:
 - (1) provision of:
 - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees or Sub-Contractors with the skills necessary to perform the Services; and
 - (B) a designated site manager or responsible delegates who will be contactable by the Authority and one of whom will be available to be on Site within two hours notice from the Authority;
 - (2) policies and procedures with respect to:
 - (A) occupational health and workplace safety including:
 - (i) infection control policies (including routine precautions, isolation, hand washing, blood, body fluid protocols, Legionella

- precautions, etc.) consistent with those of the Authority in effect for the Facility;
- (ii) the provision of immunization and infection testing programs consistent with those of the Authority in effect for the Facility, including those for influenza, Hepatitis B and Tuberculosis;
 - (iii) personal hygiene and hand washing;
 - (iv) the provision of appropriate dress and appropriate personal protective equipment (gowns, face shields, masks, etc.);
 - (v) the provision of identification systems reasonably required by the Authority;
 - (vi) appropriate rules of conduct for the Facility;
 - (vii) first aid training; and
 - (viii) use of all applicable equipment;
- (B) confidentiality and privacy policies consistent with those of the Authority in effect for the Facility;
 - (C) appropriate Facility orientation and job training;
 - (D) responding to codes and emergency alarms and procedures used by Project Co and the Authority (to the extent the Authority has notified Project Co of such codes, alarms and procedures) at the Facility;
- (3) procedures for reporting to the Authority any employee of Project Co, the Service Provider or any Sub-Contractor:
- (A) suffering from any illness which may compromise the health or safety of any Facility User; and
 - (B) instances of any employee of Project Co, the Service Provider or any Sub-Contractor having had contact with any person suffering from any illness which may compromise the health or safety of any Facility User;
- (4) procedures for obtaining and reviewing with the Authority criminal records checks for all new employees of Project Co, the Service Provider or any Sub-Contractors (and their employees) within 30 days of hire and:
- (A) ensuring no such persons commence work with children or other patients whose condition makes them similarly vulnerable until the results of a recent criminal record check is received, reviewed and is satisfactory; and

- (B) terminating the employment of any person whose criminal record is not satisfactory to the Authority;
- (c) details of any proposed amendments to the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in Section 6 of this Schedule;
- (d) provision for the training and re-training of all Facility Users designated by the Authority, acting reasonably, including the Authority's employees, contractors and sub-contractors, physicians, students and volunteers engaged at the Facility, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;
- (e) an auditable quality assurance control plan based on Good Industry Practice for the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4;
- (f) details of all:
 - (1) Maintenance undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions undertaken; and
 - (2) Scheduled Maintenance plans for the ensuing year, including:
 - (A) date and time when the work is scheduled to be performed;
 - (B) location of the work to be undertaken;
 - (C) identification of activities which may cause disruption to the Authority or other Facility Users and the methods by which Project Co will make appropriate accommodations to minimize such disruptions;
 - (D) a risk assessment, including with respect to health and safety;
 - (E) a method statement in respect of any proposed work; and
 - (F) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;
- (g) a comprehensive preventive maintenance program comprised of planned and scheduled cyclical maintenance of all Maintained Elements planned, scheduled, controlled and monitored utilizing the CMMS and including:
 - (1) hierarchical based component identification;
 - (2) description (make, model, serial #, capacity, etc);
 - (3) location;

- (4) priority classification;
 - (5) unique identification code;
 - (6) Maintenance job plan description including:
 - (A) detailed maintenance procedures;
 - (B) warranty requirements;
 - (C) parts and consumables;
 - (D) regulatory or statutory requirements; and
 - (E) special instructions;
 - (7) frequency;
 - (8) scheduled dates;
 - (9) maintenance history including planned and unplanned;
 - (10) the provider (staff or contractor) of the Service;
 - (11) status; and
 - (12) notes including inspection observations, recommendations and comments;
- (h) provision for undertaking:
- (1) routine inspection and testing and servicing, in accordance with the requirements of the insurers of the Project, recommended manufacturers' guidance and Good Industry Practice, of:
 - (A) Building Systems including but not limited to: Heating, Ventilation and Air Conditioning (HVAC) systems, plumbing and water systems, elevators and conveying devices, mechanical systems, and electrical distribution systems;
 - (B) life safety and emergency systems including but not limited to: standby generators and associated transfer switches, standby domestic pumps, fire alarms, fire fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, etc.; and
 - (C) interior and exterior building finishes and fabric including but not limited to: floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;

- (2) testing for legionella;
 - (3) testing, labeling and recording of all portable appliances, including:
 - (A) testing and certifying all portable test equipment, pressure gauges and recording equipment;
 - (B) testing and certifying all fixed instrumentation and the necessary action to repair, replace and adjust such devices as required; and
 - (C) ensuring that all test equipment is itself tested and carrying the necessary valid certification; and
 - (4) commissioning and re-commissioning plans for all new plant operations, systems and equipment.
- (i) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to the Authority and Facility Users;
 - (j) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Facility which are in accordance with the British Columbia Emergency Response Management System, the Regional District Emergency Response Plan and integrated with those of the Authority, which will include:
 - (1) plans and procedures for:
 - (A) fire drills on all work shifts in conjunction with the Authority and the relevant fire officials;
 - (B) evacuation of the Facility in the event of fire or other emergencies;
 - (C) Project Co's role in a declared outbreak or pandemic;
 - (D) Project Co's role during and after a natural disaster such as a flood or earthquake; and
 - (E) Project Co's business contingency and service resumption plans;
 - (2) training of all Project Co staff with respect to fire safety;
 - (3) provision that all available Site-based Project Co staff or Project Contractor staff will provide whatever assistance can safely be provided in response to an emergency including:
 - (A) responding to a fire or other emergency alarm;
 - (B) reporting blocked fire access routes to the Help Desk and the Authority;

- (C) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
 - (D) assisting in the evacuation of the affected areas; and
 - (E) liaising with external agencies, including the Fire Department as part of its response in relation to an incident; and
- (4) confirmation that:
- (A) all emergency procedures and contingency plans including, fire compartmentalization design, provision of escape routes and provision of fire fighting equipment and systems are compliant with the requirements of this Agreement; and
 - (B) the fire alarm system is properly certified;
- (k) plans detailing procedures for responding to Unavailability Events and Service Failures;
 - (l) protocols and procedures for cooperation with the Authority (and its contractors) in respect to the Authority's operations at the Facility, including repair and maintenance protocols for all infrastructure, utilities, systems and equipment integrated or connected with those of the Authority;
 - (m) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Authority and Authority Persons to facilitate the delivery of the Services and to ensure Project Co is made aware of the day-to-day specific requirements of the Facility Users;
 - (n) details of any proposals for changes to the manner in which Project Co delivers the Services and the anticipated impact of those changes on the Authority and Facility Users;
 - (o) a description of the arrangements and services to be provided by Project Co in respect of religious observances and other special cultural occasions which the Authority notifies Project Co are to be observed and recognized at the Facility provided any such arrangements and services will be consistent with those commonly recognized within the community; and
 - (p) an update of the Five Year Maintenance Plan and the Environmental Management Plan detailing the elements and schedule of each such plan to be implemented during the ensuing 12 month period.

4.3 Five Year Maintenance Plans

Project Co will establish and implement throughout the Operating Period a rolling five year maintenance plan (the "**Five Year Maintenance Plan**") for the Facility and the Maintained Elements based on Good Industry Practice which will include details and scheduling of planned, preventative and replacement maintenance programs, including those set out in the Life Cycle Plan, to be undertaken during that period.

4.4 Life Cycle Plan

Project Co will establish and implement throughout the Operating Period in conjunction with the Five Year Maintenance Plan an asset life cycle and rehabilitation plan (the “**Life Cycle Plan**”) for all Maintained Elements based on the Life Cycle Report and Good Industry Practice which will include:

- (a) the methods and practices by which Project Co will:
 - (1) ensure the long-term integrity and ongoing operational serviceability of the Facility;
 - (2) preserve the design criteria for all aspects of the Facility;
 - (3) ensure that on the Expiry Date all aspects of the Facility for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
 - (4) minimize, to the extent reasonably possible, disruption to the Authority’s activities and programs at the Facility; and
 - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility; and
- (b) specific refurbishment and replacement strategies, key assumptions and annual cost provisions for all aspects of the Facility for which Project Co is responsible, categorized by major elements.

4.5 Environmental Management Plan

Project Co will establish and implement throughout the Operating Period an environmental management plan (the “**Environmental Management Plan**”) for the Facility based on Good Industry Practice which will include Project Co’s polices and procedures for:

- (a) maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;
- (b) ensuring that the Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
- (c) managing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances;
- (d) managing fuel storage tanks;
- (e) managing sound pollution from the Facility;
- (f) implementing a proactive indoor air quality (IAQ) management program;
- (g) ensuring drinking water quality and safety;

- (h) implementing a proactive mould growth and legionellae prevention program;
- (i) developing an occupant environmental awareness program in conjunction with the Authority; and
- (j) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services.

4.6 Preparation of Plans

Project Co will work co-operatively with the Authority's Operating Period Representative in the preparation of all Plans and will submit draft Plans for review and comment by the Operating Period Joint Committee prior to formal submission of such Plans to the Authority pursuant to Section 4.7 of this Schedule.

4.7 Submission of Plans to the Authority

No later than:

- (a) 180 days prior to the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative a preliminary Service Commencement and Startup Plan;
- (b) 90 days before the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative, the Service Commencement and Startup Plan; and
- (c) 90 days before the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative, the first Annual Service Plan for the ensuing year and thereafter for each year, on the anniversary of the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative the Annual Service Plan for the ensuing year.

The Authority will review the Plans and may, but will not be obliged to, provide comments to Project Co proposing changes to such plans that the Authority considers desirable or necessary. Project Co will have due regard to any comments which the Authority may have in relation to any of such Plans and will attend such meetings as the Authority or the Authority's Operating Period Representative may reasonably require in order to discuss the Authority's comments and proposals provided that:

- (d) it will remain Project Co's responsibility to ensure that its obligations in relation to the Facility and the Services are carried out in accordance with this Agreement; and
- (e) no comments or lack of comments will impose any liability on the Authority or in any way relieve Project Co of its obligations under this Agreement.

4.8 Failure to Prepare Plans

Any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 4 will be deemed to be a High Service Failure on the first day each such Plan is due and not submitted and an additional High Service Failure each day thereafter until submitted.

4.9 Amendment of Plans

Project Co will follow the review procedure described in Section 4.7 prior to amending any Plan.

5. SERVICES

5.1 Plant Services

Project Co will perform the Plant Services.

5.2 Help Desk Services

Project Co will perform the Help Desk Services.

5.3 Utility Management Services

Project Co will perform the Utility Management Services.

5.4 Roads, Grounds and Landscape Maintenance Services

Project Co will perform the Roads, Grounds and Landscape Maintenance Services.

5.5 Security Services

Project Co will perform the Security Services.

The Authority and Project Co acknowledge that pricing of the Security Services is included in the Benchmarked Amount, and assumes that:

- (a) the Security Services that require personnel on-site will be performed by the personnel who also provide required plant supervision as part of the Plant Services;
- (b) the jurisdictional plant staffing requirement under applicable Laws, including by the BC Safety Authority and WorkSafe BC, does not require the person in charge of the plant to be present at all times in the plant boiler room, refrigeration machinery room or in the immediate vicinity of the plant.

If the above assumption in (b) is not a correct assumption about applicable Laws in effect as of the Service Commencement Date, Project Co will be entitled to be reimbursed from the Authority for the actual out-of-pocket additional cost resulting from providing the additional labour to perform Security Services or the Authority may elect to eliminate the Security Services requirement. Such interpretation and application to be agreed by the parties within 3 months after Service Commencement, after which either party may refer the interpretation to be resolved pursuant to the Dispute Resolution Procedure.

Project Co will use all reasonable efforts to provide the necessary information and submissions to Governmental Authorities.

This Section 5.5 will not limit either party's entitlements in respect of a Change in Law.

5.6 Additional Services

Project Co agrees that in addition to the Services it will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set out in this Agreement.

6. PERFORMANCE MONITORING AND REPORTING

6.1 Project Co Performance Monitoring

Project Co will at all times during the Operating Period have in place a Performance Monitoring Program pursuant to which Project Co will monitor the delivery of the Services which will include:

- (a) all electronically recorded or written data, information or communications made in respect of the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4, including such data, information or communications made to or generated by the BMS, the CMMS, the Help Desk and any other information system used by Project Co in connection with the Facility and the Services;
- (b) all other Project Co self-monitoring and reporting; and
- (c) all reports in Project Co's possession or otherwise available to Project Co made by or to any Governmental Authority with respect to the Facility or the Services.

6.2 Periodic Reporting

Project Co will prepare and deliver to the Authority's Operating Period Representative within five Business Days of the end of each Payment Period during the Operating Period a performance monitoring report (the "**Performance Monitoring Report**") which will include the following information with respect to the relevant Payment Period:

- (a) all monitoring which has been performed pursuant to the Performance Monitoring Program and a summary of all findings;
- (b) a summary of each Demand Requisition received by the Help Desk including the applicable Response Time and Rectification Period, and Project Co's actual time of Response and Rectification;
- (c) a summary of all Unavailability Events and Services Failures including Project Co's Response Time and Rectification Period in respect of each;
- (d) a summary and calculations of all adjustments to the relevant Periodic Payment;
- (e) all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;

- (f) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing and sprinkler testing conducted during the Payment Period;
- (g) a summary detailing the implementation of the Annual Service Plan then in effect including a summary of:
 - (1) the staffing plan including details of personnel changes, training and methods statements;
 - (2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next reporting period, including schedules and methods statements; and
 - (3) all Demand Maintenance performed during the Payment Period; and
 - (4) the delivery of all other Services; and
- (h) deliver any report required by the Ministry of Health in respect of the failure of any Maintained Element.

6.3 Authority Inspection and Audit

Project Co will, on reasonable notice from the Authority:

- (a) permit the Authority to access, review and audit all records, information and reports maintained by Project Co including all Performance Monitoring Reports and other reports generated by the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;
- (b) ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and
- (c) facilitate and assist the Authority with any audit or inspection of the Facility, the Services or the Performance Monitoring Program undertaken by the Authority.

6.4 Reporting Failures

Any failure of Project Co to prepare and submit to the Authority a Performance Monitoring Report in accordance with this Schedule will be deemed to be a Medium Service Failure on the first day each Performance Monitoring Report is due and not submitted and an additional High Service Failure each day thereafter until submitted.

6.5 Reporting Errors

If any of the matters contained in a Performance Monitoring Report are incorrect or the Performance Monitoring Report fails to refer to any Unavailability Event or Service Failure that was not Rectified within the applicable Rectification Period (each of which is a “**Reporting Error**”):

- (a) Project Co will:

- (1) if the Reporting Error occurred other than as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or if the Reporting Error is discovered by Project Co and reported to the Authority prior to its discovery by the Authority, prior to 5pm on the next Business Day pay to the Authority an amount equal to the amount overpaid by the Authority as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Authority to the date of repayment to the Authority; or
- (2) if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, prior to 5pm on the next Business Day pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error,

provided that in the first year after the Service Commencement Date, Section 6.5(a)(2) will only apply to Reporting Errors that result from wilful acts or omissions of Project Co; and

- (b) the Authority will immediately pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

6.6 Parties to Advise of Reporting Errors

If at any time either the Authority or Project Co becomes aware of a Reporting Error, the party who discovers the error will immediately advise the other party of its nature and, if possible, its effect.

6.7 Increased Monitoring

If:

- (a) Project Co incurs Deductions exceeding \$5,000 (Index Linked) in any Payment Period in respect of any Service; or
- (b) a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 12 month period,

the Authority may:

- (c) on notice to Project Co specifying in reasonable detail the additional measures the Authority intends to take, increase its monitoring of the performance by Project Co under this Agreement; and
- (d) carry out any inspections and audits which it reasonably requires,

for a period of up to 90 days. Project Co will reimburse the Authority for all reasonable costs and expenses incurred by the Authority in carrying out such additional monitoring, inspections and audits within five Business Days after the Authority delivers an invoice to Project Co for such amounts.

6.8 Replacement of Non-Performing Sub-Contractor

If Project Co has accrued Deductions in excess of \$12,500 (Index Linked) in each of any 2 Payment Periods in any 6 consecutive Payment Periods or \$50,000 (Index Linked) in any 6 consecutive Payment Periods in respect of any Service performed by a Sub-Contractor or Sub-Contractors to the Service Provider:

- (a) the Authority may, by notice to Project Co (a “**Sub-Contractor Termination Notice**”), require Project Co to cause the termination of the Sub-Contract of the Sub-Contractor or Sub-Contractors delivering the Service which gave rise to such Deductions; and
- (b) within 90 days of receipt of the Sub-Contractor Termination Notice, Project Co will cause a replacement of such Sub-Contractor or Sub-Contractors in accordance with Sections 4.5 and 4.9 of the Agreement.

6.9 Authority’s Right of Access

The Authority (either itself or by engaging others) may at all times during the Operating Period, without notice, access, audit and inspect the Facility and Project Co’s delivery of the Services so as to confirm:

- (a) the performance by Project Co of its obligations under this Agreement; and
- (b) that the Facility is being maintained in accordance with the terms of this Agreement,

provided that:

- (c) the Authority does not unreasonably interfere with the performance by Project Co of its obligations under this Agreement; and
- (d) the Authority complies with Project Co’s safety and security policies, provided that Project Co has delivered copies of such policies to the Authority and such policies do not unreasonably impair or limit the Authority’s ability to access all aspects of the Facility.

7. HANDBACK

7.1 Handback Requirements

Project Co will carry out the Handback Requirements in accordance with Appendix 4B.

8. AUTHORITY FM SERVICES

Project Co acknowledges that there is an interface between the Services and the Authority FM Services, and that for the Authority to establish Good Industry Practice for the Authority FM Services the Authority requires information from Project Co regarding the interface.

Project Co will from time to time, at such times as Project Co determines or following a reasonable request from the Authority, provide written information to the Authority setting out reasonable measures Project Co considers are required for Good Industry Practice related to the interface between the Services and the Authority FM Services.

The Authority will, acting reasonably, consider the information provided by Project Co and provide comments to Project Co and seek to agree on the implementation of Good Industry Practice for the Authority FM Services.

The Authority reserves the right not to implement any measure identified by Project Co, provided however that such right will not limit Project Co's entitlement to claim for a Compensation Event as provided under this Agreement.

APPENDIX 4A
PROPOSAL EXTRACTS (SERVICES)

DELETED IN ENTIRETY

APPENDIX 4B

HANDBACK REQUIREMENTS

1. INTERPRETATION

1.1 Definitions

In this Appendix, in addition to the definitions set out in Schedule 1 to this Agreement:

“Handback Amount” means Project Co’s estimate of the cost of carrying out the Handback Works Plan;

“Handback Certificate” has the meaning given in Section 4.2(a) of this Appendix;

“Handback Holdback” has the meaning given in Section 3.1(a) of this Appendix;

“Handback Requirements” means the requirements for the condition of the Facility on the Expiry Date described in Section 2.1 of this Appendix;

“Handback Survey” has the meaning given in Section 2.2 of this Appendix;

“Handback Works” has the meaning given in Section 2.3(a) of this Appendix; and

“Handback Works Plan” has the meaning given in Section 2.3(b) of this Appendix.

2. FACILITY HANDBACK

2.1 Facility Condition

On the Expiry Date, the Facility and each element comprising the Facility will be in a condition which is:

- (a) consistent with the Facility and each of the elements of the Facility having been designed and constructed in accordance with the applicable design life requirements set out in Schedule 2 [Design and Construction Protocols] and Schedule 3 [Design and Construction Specifications] of this Agreement; and
- (b) consistent with Project Co having performed the Services and maintained the Facility in accordance with Schedule 4 [Services Protocols and Specifications].

2.2 Handback Survey

In conjunction with the preparation of the Annual Service Plan for the year commencing three years prior to the Expiry Date, Project Co and the Authority will both jointly appoint and pay for an independent party to conduct a joint inspection and survey of the Facility (the **“Handback Survey”**).

The parties will appoint the independent party six months in advance and if they fail to do so, the parties will follow the procedure outlined in Section 3.2 (Appointment and Replacement) of Schedule 2 [Design and Construction Protocols], with such changes as are necessary to refer to the appointment of an independent party under this Section 2.2 rather than the appointment of the Independent Certifier.

2.3 Results of Survey

If the Handback Survey indicates that any element of the Facility will not be in a condition consistent with the Handback Requirements upon Project Co implementing the Plans over the remainder of the Term, within 60 days of completion of the Handback Survey Project Co will deliver to the Authority's Operating Period Representative in accordance with Sections 4.6, 4.7 and 4.8 of Schedule 4:

- (a) Project Co's proposal as to the works (if any) (the "**Handback Works**") required to be carried out in respect of the Facility to satisfy the Handback Requirements as at the Expiry Date;
- (b) Project Co's proposal for the carrying out of the Handback Works (the "**Handback Works Plan**") over the remainder of the Term as part of the Annual Service Plan, Life Cycle Plan and the Five Year Maintenance Plan then in effect and describing the total works to be carried out as well as the method and schedule for carrying out such works; and
- (c) Project Co's calculation and estimate of the Handback Amount.

The Authority's Operating Period Representative may, within 20 Business Days after receipt of the Handback Works and Handback Works Plan, review and comment on such plan in accordance with Section 4.7 of Schedule 4.

3. HANDBACK WORK

3.1 Performance of Handback Work

By agreement between the parties, or determination in accordance with the Dispute Resolution Procedure, of the Handback Works, the Handback Works Plan and the Handback Amount, Project Co will:

- (a) within 10 Business Days of the agreement, or determination in accordance with the Dispute Resolution Procedure, deliver to the Authority a performance bond or letter of credit:
 - (1) issued by a financial institution listed on Schedule 1 of the *Bank Act* or a surety company authorized to carry on business in British Columbia;
 - (2) securing performance by Project Co of the Handback Works; and
 - (3) having a term which expires no sooner than two years after the Expiry Date,
 or other cash collateral acceptable to the Authority, acting reasonably, in an amount equal to the Handback Amount (the "**Handback Holdback**"); and
- (b) at its own cost and expense, carry out the Handback Works in accordance with the Handback Works Plan and Good Industry Practice, notwithstanding that the actual cost of the Handback Works may be higher than the Handback Amount.

3.2 Obligation of Project Co

Notwithstanding:

- (a) the agreement of the Authority's Operating Period Representative to any Handback Works, the Handback Works Plan or the Handback Amount;
- (b) the participation of the Authority's Operating Period Representative in the Handback Survey; or
- (c) the complete or partial carrying out of the Handback Works,

Project Co will not be released from any obligation to conduct any other inspection or to perform any other works in accordance with this Agreement.

4. COMPLETION OF HANDBACK WORK

4.1 Further Inspection

Not later than six months prior to the Expiry Date, Project Co and the Authority will jointly appoint and pay for an independent party to conduct a further joint inspection and survey of the Facility. Such inspection will confirm whether or not the condition of the Facility meets the Handback Requirements. The parties may appoint the same independent party to conduct such inspection as was appointed under Section 2.2 of this Appendix, or may appoint a new independent party. In either case the appointment will be made six months in advance of the date required, failing which the parties will follow the process for appointment set out in Section 2.2 of this Appendix.

4.2 Notice from the Authority

On, or within five Business Days after, the Expiry Date, the Authority's Operating Period Representative will either:

- (a) issue to Project Co a handback certificate confirming completion of the Handback Works (the "**Handback Certificate**") and return the Handback Holdback to Project Co; or
- (b) notify Project Co of its decision not to issue the Handback Certificate:
 - (1) stating the reasons for such decision;
 - (2) setting out each respect in which the Handback Works have not been completed or the Facility does not comply with the Handback Requirements; and
 - (3) stating the Authority's Operating Period Representative's estimate of the cost of completing all work required for the Facility to comply in all respects with the Handback Requirements.

4.3 Response from Project Co

Project Co may, within 30 days after receipt of the notice given in accordance with Section 4.2(b) of this Appendix by notice to the Authority's Operating Period Representative, object to any matter set out in the Authority's Operating Period Representative notice by:

- (a) giving details of the grounds of each such objection; and
- (b) setting out Project Co's proposals in respect of such matters.

4.4 Dispute

If it is agreed between the parties, or determined in accordance with the Dispute Resolution Procedure, that Project Co and the Facility did not meet the Handback Requirements Project Co will:

- (a) complete any outstanding Handback Works within 60 days of the Expiry Date; and
- (b) pay to the Authority no later than 60 days after the Expiry Date an amount, if any, equal to the estimated cost of completing any outstanding Handback Works, so that the Facility is in a condition which complies with the Handback Requirements. Upon payment being received in full by the Authority, the Authority will issue the Handback Certificate and return the Handback Holdback to Project Co and if such payment is not received from Project Co when due, the Authority may draw any unpaid amounts against the Handback Holdback and release the balance of the Handback Holdback to Project Co.

APPENDIX 4C
PLANT SERVICES

1. INTERPRETATION

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

“Building Systems” means the mechanical, electrical and other systems in or servicing the Facility described in Tables 2 and 3 of Attachment 1 to this Appendix;

“Demand Maintenance” means ad hoc and responsive unscheduled Maintenance;

“Elevator Availability” means, in respect of each elevator in the Facility, the amount of time that such elevator was available during a measured period expressed as a percentage and calculated as follows:

$$\text{(Total Time – Down Time) x 100 / Total Time}$$

Where:

Down Time is the number of hours that such elevator was unavailable for normal use other than times during which Scheduled Maintenance was performed on such elevator in accordance with the Annual Service Plan in effect; and

Total Time is the total number of hours during the measured period;

“Maintained Elements” means, for purposes of this Appendix, all elements of the Facility and Site constructed or installed pursuant to this Agreement including:

- (a) the Building Systems;
- (b) the Site Improvements; and
- (c) the Maintained Equipment,

but does not include Equipment other than Maintained Equipment or the Roads, Grounds or Landscape Maintained Elements, but for purposes other than this Appendix also includes the Roads, Grounds or Landscape Maintained Elements;

“Maintained Equipment” means Category 3 Equipment and Category 4 Equipment and any other equipment incorporated into the Facility and Site as building fabric, fixtures and fittings.

“Maintenance” means, for purposes of this Appendix, the commissioning, testing, servicing, maintenance, repair, renewal or replacement of the Maintained Elements, but for purposes other than this Appendix also includes the Roads, Grounds and Landscape Maintenance Services;

“Maintenance Access Times” means the times set out in the Annual Service Plan during which Project Co may perform Maintenance Services;

“Maintenance Services” means Demand Maintenance and Scheduled Maintenance;

“**Miscellaneous Maintenance**” has the meaning given in Section 3.8 of this Appendix;

“**Plant Services**” means all of the services and requirements described in this Appendix, including Demand Maintenance and Scheduled Maintenance;

“**Scheduled Maintenance**” means planned and preventive Maintenance; and

“**Site Improvements**” means all on-Site works and infrastructure, such as a stormwater detention pond, sanitary sewer, water line, street and related works and highway improvements.

2. SERVICES

2.1 General Requirements

In addition to the standards and specifications set out in Schedule 4 [Services Protocols and Specifications], Project Co will deliver the Plant Services:

- (a) 24 hours per day, 365(6) days per year;
- (b) in a manner which:
 - (1) is efficient, comprehensive and responsive to the needs of Facility Users;
 - (2) ensures a collaborative working relationship with the Authority, its employees and contractors;
 - (3) minimizes, to the extent reasonably possible, any interruption to the use and operation of the Facility by Facility Users;
 - (4) is integrated and co-ordinated with the delivery of all:
 - (A) other Services provided by Project Co; and
 - (B) services delivered by the Authority at the Facility;
 - (5) is safe for all Facility Users; and
 - (6) does not create any environmental hazards;
- (c) in a safe, compliant, functional, working and barrier-free healing environment applying safe working practices including:
 - (1) using recognized risk assessment and management systems; and
 - (2) placing, maintaining and keeping records of all hazard notices and safety signage which are consistent with those used by the Authority;
- (d) in accordance with principles consistent with the CaGBC LEED Gold certification points in respect of the Facility;

- (e) having regard for and without limiting the requirements set out in Section 3.2 of Schedule 4 [Services Protocols and Specifications]:
- (1) CAN/CSA-Z317.1 Special Requirements for Plumbing Installations in Health Care Facilities;
 - (2) CAN/CSA-Z317.10 Handling of Waste Materials in Health Care Facilities;
 - (3) CAN/CSA-Z317.11 Area Measurement for Health Care Facilities;
 - (4) CAN/CSA-Z317.2 Special Requirements for Heating, Ventilation, and Air Conditioning (HVAC) Systems in Health Care Facilities;
 - (5) CAN/CSA-Z317.5 Illumination Systems in Health Care Facilities;
 - (6) CAN/CSA-Z317.13 Infection Control during Construction or Renovation of Health Care Facilities;
 - (7) CAN/CSA-Z318.0 Commissioning of Health Care Facilities;
 - (8) CAN/CSA-Z323.5 Mechanical/Electromechanical Lifting Devices for Persons;
 - (9) CAN/CSA-Z7396.1 Medical Gas Pipeline Systems;
 - (10) CAN/CSA-B44 Safety code for Elevators and Escalators;
 - (11) CAN/CSA-C282-00 Emergency Electrical Supply for Buildings;
 - (12) CAN/CSA-Z32 Electrical Safety and Essential Electrical Systems in Health Care Facilities; and
 - (13) the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Landscape and Nursery Association including, but not limited to Pesticide Service License for the application of pesticides/herbicide.

3. PLANT SERVICES REQUIREMENTS

3.1 Annual Service Plan

Project Co will develop and submit to the Authority in accordance with Schedule 4 [Services Protocols and Specifications], including Sections 4.1 and 4.2 of Schedule 4, and implement, as part of the Annual Service Plan, appropriate policies, procedures, practices, schedules and a self-monitoring inspection and reporting system in respect of the delivery of the Plant Services to the Authority.

3.2 Maintenance Services

Project Co will provide the Plant Services in accordance with this Appendix so that:

- (a) each of the Maintained Elements:

- (1) is properly and safely maintained in accordance with all Plans;
 - (2) remains functional, safe, operationally sound and of good appearance;
 - (3) performs in accordance with its respective design criteria as set out in Schedule 3 [Design and Construction Specifications]; and
 - (4) achieves the requirements set out in Tables 2 and 3 of Attachment 1 to this Appendix;
- (b) the Building Systems, including heating, air conditioning, lighting, humidity and mechanical ventilation systems, function in accordance with the requirements set out in Tables 2 and 3 of Attachment 1 to this Appendix; and
 - (c) all Maintained Elements operate as designed and intended.

3.3 First Response Maintenance

Project Co will respond to Demand Requisitions in respect of all Equipment. Project Co will determine whether the problem relates to the Equipment itself or a Maintained Element supporting the Equipment. If:

- (a) the problem relates to a Maintained Element (including Equipment that is a Maintained Element), Project Co will rectify the problem in accordance with this Appendix 4C; or
- (b) the problem does not relate to a Maintained Element, Project Co will promptly give notice of the problem to the Authority together with a summary of the results of the investigation into the problem conducted by Project Co.

3.4 Maintenance Times

Subject to Section 3.5, Project Co will perform the Maintenance Services during the relevant Maintenance Access Times and will:

- (a) perform Scheduled Maintenance during the periods agreed in the Annual Service Plan then in effect and will give the Authority 10 days' notice before commencing any such Maintenance; and
- (b) undertake and complete Demand Maintenance within the relevant Response Time and Rectification Period set out in Section 4 of this Appendix and Schedule 8 [Payments].

3.5 Re-Scheduling of Maintenance

Notwithstanding any notice delivered by Project Co pursuant to Section 3.4 of this Appendix, if the Authority, acting reasonably, determines that the times at which Project Co proposes to perform Maintenance will cause material disruption to the operations of the Authority or other Facility Users, the Authority may give notice to Project Co not to carry out such Maintenance until such time as the Authority and Project Co, each acting reasonably, agree on an alternate time. Upon such agreement, the Response Time and Rectification Period for such Maintenance will be adjusted accordingly.

3.6 Elevators

Project Co will:

- (a) operate and maintain all elevators, elevating devices and related equipment at the speeds and in accordance with the elevator design specifications set out in Schedule 3 [Design and Construction Specifications];
- (b) dispatch its on-Site personnel promptly to respond to all elevator alarms or telephone calls from an elevator and initiate the required action to rectify faults and, if permissible under applicable Laws, release occupants;
- (c) ensure on-Site maintenance staff are properly trained to safely release trapped occupants within the times specified;
- (d) undertake Scheduled Maintenance of elevators such that at no time will any Functional Unit be without elevator service and ensure that not more than one elevator in a bank of two or more elevators is out of service for Scheduled Maintenance; and
- (e) include in each Performance Monitoring Report for the relevant period:
 - (1) the calculation of Elevator Availability; and
 - (2) a summary of any elevator failures and corrective actions.

3.7 Building Management System (BMS)

Project Co will:

- (a) operate the BMS to allow for monitoring of the operation of the Facility and the Services from a single location within the Facility and remotely through internet connections accessible to the Authority;
- (b) monitor, control, indicate alarms and provide trending information for all BMS connected sensors and control points;
- (c) provide for the BMS to automatically initiate an alarm and immediately page or otherwise notify staff designated by the Authority of particulars related to any alarmed equipment specified in Schedule 2 [Design and Construction Protocols] or Schedule 3 [Design and Construction Specifications]; and
- (d) include with each Performance Monitoring Report and provide the Authority with continuous direct access (other than during such reasonable periods as the BMS may be undergoing Scheduled Maintenance or emergency Maintenance) to the following information generated by the BMS during the relevant period:
 - (1) critical incident failures;
 - (2) daily, weekly and periodic status reports;

- (3) exception reports by element status;
- (4) trend log data;
- (5) time of occurrence, Response and Rectification; and
- (6) such other information as the Authority may reasonably require.

3.8 Miscellaneous Maintenance Services

Project Co will provide the following general labour services:

- (a) the installation and hanging of white boards, pictures, art work shelving and other items of a similar nature affixed to the walls of the Facility; and
- (b) other similar services typically performed by the physical plant department of a similar health care facility,

("Miscellaneous Maintenance").

Project Co will within 24 hours of notice (not counting days that are not Business Days) from the Authority respond to Demand Requisitions for Miscellaneous Maintenance and will complete such Miscellaneous Maintenance within two weeks of the Demand Requisition.

3.9 Maintenance Equipment and Supplies

Project Co will provide, maintain, clean and replace as required all equipment, supplies, apparatus and consumable items required to deliver the Plant Services, including scaffolding, craneage, tackle, machinery, tools or other equipment.

4. PERFORMANCE INDICATORS

	Indicator	Service Failure Level	Response Time	Rectification Period (Availability Conditions not breached)	Recording Frequency	Monitoring Method
	Maintenance					
4.1	Demand Maintenance carried out in accordance with this Appendix.	Stat/Emergency –High Urgent – Medium Routine - Low	Stat/Emergency – 20 minutes Urgent –1 hour Routine – 24 hours	Stat/Emergency – 4 hours Urgent – 12 hours Routine – 168 hours	Per Occurrence	Performance Monitoring Report
4.2	Miscellaneous Maintenance (other than Demand Maintenance) carried out in accordance with this Appendix.	Low	24 hours	2 weeks	Per Occurrence	Performance Monitoring Report
4.3	Maintained Elements that are not the subject of Demand Maintenance are maintained in accordance with this Appendix.	Medium	N/A	336 hours	Per Occurrence	Performance Monitoring Report
4.4	Project Co performs Maintenance at the times permitted in Sections 3.4 and 3.5 of this Appendix.	High	N/A	168 hours	Per Occurrence	Performance Monitoring Report
4.5	Project Co carries out 100% of Scheduled Maintenance on life safety and emergency systems and statutory/regulatory requirements within the times scheduled in the Annual Service Plan.	High	N/A	168 hours	Per Occurrence	Performance Monitoring Report

	Indicator	Service Failure Level	Response Time	Rectification Period (Availability Conditions not breached)	Recording Frequency	Monitoring Method
4.6	Project Co carries out 85% of all other Scheduled Maintenance within the times scheduled in the Annual Service Plan, and Project Co carries out all remaining Scheduled Maintenance not carried out within such times within 30 days of its scheduled date.	High	N/A	N/A	Monthly	Performance Monitoring Report
	Elevators					
4.7	Elevator Availability of not less than 96.5% for each elevator within the Facility during each Payment Period.	High – per elevator	N/A	N/A	Monthly	Performance Monitoring Report
4.8	If an elevator is out of service and occupants are trapped, maintenance staff respond and safely release occupants (if permissible under applicable Laws).	High	20 minutes	30 minutes	Per Occurrence	Performance Monitoring Report
	Other					
4.9	Project Co complies with all testing and reporting requirements under all applicable Authority policies, policies of insurance and all applicable Laws.	Medium	N/A	N/A	Monthly	Performance Monitoring Report

	Indicator	Service Failure Level	Response Time	Rectification Period (Availability Conditions not breached)	Recording Frequency	Monitoring Method
4.10	Records and information obtained and accessible to the Authority, in accordance with Schedule 14, including access to the Performance Monitoring Program, the BMS, the CMMS and all Help Desk records.	Low	24 hours	48 hours	Per Occurrence	Performance Monitoring Report
4.11	All hazard notices and safety signs are maintained, recorded, located and displayed correctly, and fully serviceable.	Medium	20 minutes	4 hours	Per Occurrence	Performance Monitoring Report
4.12	Project Co implementing and adhering to all other elements of the Annual Service Plan related to Plant Services and not otherwise addressed in Section 3.	Low	N/A	N/A	Monthly	Performance Monitoring Report

Note: N/A means “not applicable” and that the table does not indicate or specify a Response Time or Rectification Period for the specified Performance Indicator.

ATTACHMENT 1

TABLES TO APPENDIX 4C

Table 1: Failure or Request for Service Categories

Service Category	Definition
Stat/Emergency	Service required immediately and is a serious emergency, including: <ul style="list-style-type: none"> • issues having an immediate impact on patient care; • safety problems exposing Facility Users to danger; • emergency repairs to prevent further damage (i.e. burst pipe); and • equipment failure or operating difficulties which could result in the loss of critical utilities including heat, water, electricity, emergency power and medical gases.
Urgent	Service required as soon as possible to address problems not presenting an immediate danger.
Routine	Maintenance and repairs required for non-emergencies not having an immediate effect on patient care such as leaking taps, faulty doors and windows or equipment breakdowns or work not requiring immediate attention such as repairs to damaged walls, furniture or fixture installations.

Table 2: Service Standards

Element	Standard
General	<ul style="list-style-type: none"> • In general, all elements of building fabric, fixtures and fittings, floor and floor coverings, and furniture and equipment will at all times be functional, operational and satisfy the design and performance requirements as required for Service Commencement. • All elements are to be maintained, repaired and refreshed as required to meet the performance specifications of the design criteria as set out in Schedule 3 [Design & Construction Specifications] and consistent with a building maintained in accordance with all applicable Laws, Authority Policies and Good Industry Practice. • Access to all mechanical & electrical equipment rooms, and service areas will be restricted to authorized personnel. • All elements will be subject to Availability Conditions.
Exterior Enclosure and Building Fabric	<ul style="list-style-type: none"> • Sound, secure and weatherproof. • Substantially free from damp penetration, cracking, spalling and peeling. • Substantially free from stains, graffiti and other cosmetic faults. • Substantially free from debris, algae, moss growth. • Exterior window surfaces cleaned periodically to maintain a reasonable appearance in accordance with Good Industry Practice.

Element	Standard
Internal Finishes, Doors, Partitions, Fixtures, Finishes and Equipment	<ul style="list-style-type: none"> • Will function and operate as intended without fault. • Substantially free from structural cracks, deflection and other defects. • Substantially free from damp penetration, spalling, peeling, lifting. • Substantially free from stains, graffiti and other cosmetic faults. • Substantially free from damage, theft and/or vandalism. • Finishes are complete, free from surface degradation and maintained within an acceptable level of normal wear and tear. • The floors and floor coverings are free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard. • Note: Cleaning of interior window surfaces not performed by Project Co.
Utility Connections and Services	Secure, safe, maintained and serviced in accordance with the Annual Service Plan, the Authority central plant and utility company requirements .
Elevators, Controls & Equipment	All components to be fully functional in accordance with the design criteria as set out in Schedule 3 [Design and Construction Specifications].
Mechanical & Plumbing Systems	<ul style="list-style-type: none"> • All systems will function as intended without unreasonable noise, vibration or leaks. • All elements and components are safe, sound and secure. • Free from dust and corrosion which has a negative impact on health or safety. • Substantially free from dust and corrosion which could have a negative impact on performance or which do not have a reasonable appearance. • Substantially free from erosion and organic growth. • Mechanical ventilation and exhaust systems, units, ductwork and diffusers maintained and cleaned regularly per relevant codes and Good Industry Practice. • Maintained and tested in accordance with the Annual Service Plan. • Maintained to deliver to the design performance criteria and parameters as set out in Schedule 3 [Design and Construction Specifications]. • All life safety and fire fighting equipment will be maintained in accordance with relevant codes and standards.
Electrical Systems	<ul style="list-style-type: none"> • All normal and emergency power systems and associated gear will be operational, secure and tested in accordance with the Annual Service Plan. • All panels, wiring, fittings, fixtures, controls and safety devices will be properly housed, fastened securely and labelled. • All alarms, electrical communications, data transmission installations, cabling and associated equipment to be fully functional, operational and maintained in accordance with the Annual Service Plan. • All controls and Building Management Systems fully functional.

Table 3: Service Standards, Heating, Ventilation, Air Conditioning, Noise and Lighting

Temperature Control	Temperature for designated areas is to be maintained within control tolerances from the set point as per Section 7.3.3.1(2) of Schedule 3 [Design and Construction Specifications].
Humidity Control	Return air humidity for designated areas maintained within humidity control tolerances as per Section 7.3.3.1(2) of Schedule 3 [Design and Construction Specifications].
Supply Air Volumes	Supply air volumes for designated areas maintained to percentage of design airflow quantities as per Schedule 3, Appendix 3B.
Air Exchanges	Minimum outdoor and total air exchanges for designated areas maintained in compliance with design criteria as per Schedule 3, Appendix 3B.
Relative Pressurization	Relative pressurization for designated areas maintained as per Schedule 3, Appendix 3B.
Steam	Steam supplied to the designated areas in accordance with Schedule 3, Appendix 3B.
Sound Transmission	Sound transmission levels for designated areas maintained within the design tolerances as per Schedule 3, Appendix 3E [Sound Transmission Ratings].
Medical Gas	Medical gases supplied to the designated areas in accordance with Schedule 3, Appendix 3B.
Illumination Levels	All lighting systems must be fully functional, safe and remain within 15% of the lux levels specified in CSA Standard Z317.5-98 Illumination Systems in Health Care Facilities and in accordance the requirements of Schedule 3, Appendix 3D [Electrical, Part 4, Lighting].

APPENDIX 4D – HELP DESK SERVICES

1. INTERPRETATION

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

“Help Desk Report” means any Demand Requisition, request for Services, report of a Service Failure or Unavailability Event or any other enquiry or report made to the Help Desk by a Facility User or automatically generated by the BMS or the CMMS; and

“Help Desk Services” means the services and requirements described in this Appendix.

2. SERVICES

2.1 General Requirements

In addition to the standards and specifications set out in Schedule 4 [Services Protocols and Specifications] Project Co will deliver the Help Desk Services:

- (a) 24 hours per day, 365(6) days per year, with provision of back-up plans to ensure continuity of service;
- (b) such that the Help Desk functions as the central communications hub for all Services and management of the Facility including receiving, logging and responding appropriately to telephone, facsimile, e-mail and other communications and liaising with all Facility Users on the progress and status of work; and
- (c) in a comprehensive, effective, flexible and efficient manner to facilitate the smooth operation of the Facility.

2.2 Help Desk Services

In connection with the operation of the Help Desk, Project Co will:

- (a) provide for Facility Users to submit Help Desk Reports by telephone, electronic mail or other electronic means;
- (b) answer or respond initially (i.e. not put “on hold”) to all Help Desk Reports:
 - (1) if made by telephone, within 4 rings of the Help Desk telephone;
 - (2) if made by electronic mail or by other electronic means, within 5 minutes of receipt at the Help Desk;
- (c) keep records of telephone and electronic response times, number of calls on hold, length of calls on hold and number of calls abandoned;
- (d) record and notify the Authority of:

- (1) all Service Failures and Unavailability Events promptly if such failures or events will have a material impact on the use of the Facility by Facility Users and otherwise in accordance with Section 6.2 of Schedule 4 [Services Protocols and Specifications];
- (2) accidents or emergencies promptly after occurrence;
- (3) complaints or compliments and other comments received from Facility Users in connection with the Services promptly following receipt;
- (e) monitor the BMS and the CMMS including the monitoring of alarms, equipment alarms, emergency and security systems;
- (f) create, update and deliver to the Authority and other Facility Users Help Desk user instructions as and when required;
- (g) provide Help Desk user training to the Authority and other Facility Users as and when required;
- (h) maintain a daily electronic log of all Help Desk Reports including:
 - (1) Help Desk operator's name to whom the enquiry was made or the automated electronic system which generated the report;
 - (2) the name of the Facility User;
 - (3) date and time;
 - (4) location;
 - (5) nature of the Help Desk Report;
 - (6) service required;
 - (7) Service Failure level (i.e. High Service Failure, Medium Service Failure, Low Service Failure);
 - (8) unique request reference identifier;
 - (9) date and time request passed to the appropriate person for response;
 - (10) action taken and by whom;
 - (11) the actual Response Time and Rectification Period; and
 - (12) any required follow-up actions.
- (i) not amend, delete or alter any details recorded by the Help Desk unless approved by the Authority and the following information is recorded and maintained:
 - (1) the exact nature and impact of the amendment;

- (2) the reason for the amendment; and
- (3) by whom the amendment was authorized;
- (j) ensure that in the event of emergencies the Help Desk will assist in raising the alarm, reporting the incident to internal and external authorities and log the details; and
- (k) maintain confidentiality consistent with the Authority Policies.

3. PERFORMANCE INDICATORS

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
3.1	The Help Desk Service is available at all times.	High for each hour during operating hours that the Help Desk is not available	N/A	N/A	Per Occurrence	Performance Monitoring Report
3.2	All Demand Requisitions, Service Failures or Unavailability Events are electronically recorded by the Help Desk.	High	N/A	N/A	Per Occurrence	Performance Monitoring Report
3.3	No amendments are made to the information logged with the Help Desk unless the amendments are clearly identified and have been approved by the Authority.	High	N/A	N/A	Per Occurrence	Performance Monitoring Report
3.4	Provide assistance in raising alarms, reporting emergencies to internal and external authorities and logging of the details in the event of an emergency.	High	15 minutes	N/A	Per Occurrence	Performance Monitoring Report
3.5	All telephone calls and other electronic reports to the Help Desk initially answered and responded to (i.e. not put "on hold") as required under Section 2.2(b) of this Appendix.	Low for the first five per day exceeding the answering or response time and then Medium for each occurrence thereafter	N/A	N/A	Daily	Performance Monitoring Report
3.6	Confidentiality is maintained in accordance with Authority's policy.	High	N/A	N/A	Per Occurrence	Performance Monitoring Report

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
3.7	Project Co implementing and adhering to all other elements of the Annual Service Plan related to Help Desk Services and not otherwise addressed in this Section 3.	Low	N/A	N/A	Per Occurrence	Performance Monitoring Report

Note: N/A means “not applicable” and that the table does not indicate or specify a Response Time or Rectification Period for the specified Performance Indicator.

APPENDIX 4E – UTILITY MANAGEMENT SERVICES

1. INTERPRETATION

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

“**Utilities**” includes:

- (a) Energy and emergency power;
- (b) steam and chilled water;
- (c) water;
- (d) sanitary waste;
- (e) storm water;
- (f) medical gas compounds; and
- (g) telephone and data cabling;

“**Utility Company**” means any company designated by the Authority to provide Utilities to the Facility; and

“**Utility Management Services**” means the services and requirements described in this Appendix.

2. SERVICES

2.1 General Requirements

In addition to the standards and specifications set out in Schedule 4 [Services Protocols and Specifications] and the requirements set out in Schedule 2D [Energy], Project Co will deliver the Utility Management Services:

- (a) 24 hours per day, 365(6) days per year; and
- (b) in a manner integrated and coordinated with the Plant Services to facilitate the smooth operation of the Facility.

2.2 Utility Management Services

As part of the delivery of the Utility Management Services, Project Co will:

- (a) manage all Utilities delivered to the Facility by Utility Companies;
- (b) manage, test and troubleshoot all Utilities, associated systems and infrastructure;

- (c) maintain the integrity of the systems that support and deliver Utilities within the Facility and ensure that an adequate continuous supply of all Utilities is available 24 hours a day, 365(6) days per year to all applicable Facility locations;
- (d) in the event that there is a disruption from a Utility Company, supply emergency utilities as defined in the design criteria as set out in Schedule 3 [Design and Construction Specifications] and cooperate and assist the Authority in contingency response including the supply of temporary utilities where feasible;
- (e) respond to all Demand Requisitions in connection with Utilities;
- (f) post hazard and safety notices and record, distribute and evaluate such notices to ensure that all required notification procedures regarding failures are complied with;
- (g) provide, manage and operate an effective BMS that includes an integrated energy and Utilities management system;
- (h) prepare a Utilities report for the Facility as part of the Annual Service Plan (together with progress reports at each Payment Period) that provides user configurable reports, detailing time stamped usage history, status, event history, consumption history and other required energy usage and control information in detailed and summary formats;
- (i) be responsible for:
 - (1) obtaining and maintaining all required permits, licenses, test certificates and approvals; and
 - (2) undertaking all testing, cleaning and maintenance, including as required by the Utility Company(s) and other parties having jurisdiction;
- (j) regularly review and amend as required the Utility supply specifications such that they are consistent with the requirements of the Authority;
- (k) ensure all physical connections and structured cabling for telephone and data services are provided and maintained at all times; and
- (l) inform the Authority's Representative or designate of all scheduled interruptions to any Utility immediately upon notice of disruption.

3. PERFORMANCE INDICATORS

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
	Management					
3.1	An adequate, continuous supply of	High	10 minutes	4 hours	Per	Performance

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
	Management					
	all Utility services is maintained 365 (6) days per year, 24 hours a day. (Excluding disruptions in service caused by a Utility Company).				Occurrence	Monitoring Report
3.2	If there is a disruption to the electricity supply to the Facility, Project Co will provide emergency back-up power as defined in the design criteria as set out in Schedule 3 [Design and Construction Specifications].	High	5 minutes	1 hour	Per Occurrence	Performance Monitoring Report
3.3	Inform the Authority of all scheduled interruptions to any Utility supply.	High	N/A	N/A	Per Occurrence	Performance Monitoring Report
3.4	Project Co implementing and adhering to all other elements of the Annual Service Plan related to Utility Management Services and not otherwise addressed in this Section 3 of this Appendix.	Low	N/A	N/A	Per Occurrence	Performance Monitoring Report

Note: N/A means “not applicable” and that the table does not indicate or specify a Response Time or Rectification Period for the specified Performance Indicator.

APPENDIX 4F – ROADS, GROUNDS AND LANDSCAPE MAINTENANCE SERVICES

1. INTERPRETATION

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

“Roads, Grounds and Landscape Maintenance Services” means the commissioning, testing, servicing, maintenance, repair, renewal or replacement of the Roads, Grounds or Landscape Maintained Elements in either the Developed Areas or Undeveloped Areas, as applicable;

“Roads, Grounds or Landscape Maintained Elements” means all roads, grounds and landscaping at the Facility and Site in either the Developed Areas or Undeveloped Areas, as applicable;

“Developed Areas” means all landscaping adjacent to the hospital facility within the maintenance border as indicated on the Landscape Plans L101 and L102 attached as Attachment 2 to this Appendix and all the roads, sidewalks, pathways and parking surface areas within the entire hospital site; and

“Undeveloped Areas” means all landscaping outside the maintenance border as indicated on the Landscape Plans L101 and L102 attached as Attachment 2 to this Appendix excluding roads, sidewalks, pathways and parking surface areas.

For greater certainty, other than for purposes of Appendix 4C, the definition of “Maintenance” includes Roads, Grounds and Landscape Maintenance Services and the definition of “Maintained Elements” includes Roads, Grounds or Landscape Maintained Elements.

2. SERVICES

2.1 General Requirements

In addition to the standards and specifications set out in Schedule 4 [Services Protocols and Specifications], Project Co will deliver the Roads, Grounds and Landscape Maintenance Services:

- (a) 24 hours per day, 365(6) days per year; and
- (b) in a manner integrated and coordinated with all other Project Co Services to facilitate the smooth operation of the Facility and Site.

2.2 Developed Areas - Roads, Grounds and Landscape Maintenance Services

Project Co will:

- (a) Provide Roads, Grounds and Landscape Maintenance Services for all Roads, Grounds or Landscape Maintained Elements including in the Developed Areas that will provide for:
 - (1) maintenance of irrigation systems, exterior lighting, internal roadways, parking areas and other site improvements;
 - (2) full horticulture services including:
 - (A) tree maintenance/surgery;

- (B) lawn care, including mowing and edging;
 - (C) flower bed maintenance;
 - (D) weeding;
 - (E) planting, including shrubs, trees and flower beds; and
 - (F) effective irrigation procedures;
- (3) snow and ice removal from sidewalks and roadways including:
- (A) snow plowing, clearing, sanding and salting (including the application of other ice melt products); and
 - (B) development of a snow and ice clearing priority protocol in consultation with the Authority,

and as set out in Schedule 8 [Payments], the direct costs of snow plowing and removal for Snow and Ice Removal Standards as listed in the table of Attachment 1 to this Appendix will be flowed through to the Authority and invoiced on a monthly basis without mark up;

- (b) ensure all external areas of the Facility are sound, safe, tidy and maintained in accordance with the Table of Attachment 1 to this Appendix;
- (c) protect from damage, all existing and new plants, site services, curbs, paving, structures, finishes and any other features, during the course of providing services; and
- (d) obtain the approval of the Authority before using any herbicides, pesticides or fertilizers.

2.3 Undeveloped Areas - Roads, Grounds and Landscape Maintenance Services

Project Co will:

- (a) Provide Roads, Grounds and Landscape Maintenance Services for all Roads, Grounds or Landscape Maintained Elements in the Undeveloped Areas that will provide for:
 - (1) maintenance of exterior lighting, internal roadways and pathways;
 - (2) partial horticulture services including (note prairie grass will be allowed to grow to its natural length subject to (4)) :
 - (A) tree maintenance/surgery;
 - (3) snow and ice removal from sidewalks and roadways including:
 - (A) snow plowing, clearing, sanding and salting (including the application of other ice melt products); and

- (B) development of a snow and ice clearing priority protocol in consultation with the Authority,

and as set out in Schedule 8 [Payments], the direct costs of snow plowing and removal for Snow and Ice Removal Standards as listed in Table 1 of Attachment 1 to this Appendix will be flowed through to the Authority and invoiced on a monthly basis without mark up;

- (4) if natural plant materials become a fire hazard in the opinion of the City of Fort St. John or its fire department or if there are complaints from the City or neighbours about weed control, Project Co will take appropriate action to remedy the situation and to eliminate all reasonable complaints.
- (5) maintenance of the stormwater retention pond area. It is anticipated that water levels will fluctuate in the pond and that it may be dry for extended periods. Project Co will ensure that if water is retained and insect, larvae, algae or other health, safety or aesthetic issues arise, Project Co will implement corrective actions such as but not limited to overflows, drain clearing, and pond cleaning to ensure proper functioning of the pond for its intended purpose.

3. PERFORMANCE INDICATORS

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
3.1	Gardens, grounds and other external areas of the Facility are maintained in accordance with this Appendix.	Low for the first week of failure and Medium for each week thereafter until rectified	N/A	N/A	Weekly	Performance Monitoring Report
3.2	Snow and ice removal must be carried out in accordance with this Appendix.	Low for the first hour of failure and Medium for the second hour of failure and High for each hour thereafter until rectified	2 hours	2 hours	Per Occurrence	Performance Monitoring Report

Note: N/A means "not applicable" and that the table does not indicate or specify a Response Time or Rectification Period for the specified Performance Indicator.

ATTACHMENT 1

TABLE TO APPENDIX 4F

Table: Service Standards

Element	Standard
General	<ul style="list-style-type: none"> • All elements are to be maintained, repaired and refreshed as required to meet the performance specifications of the design criteria as set out in Schedule 3 [Design and Construction Specifications] and consistent with a site maintained in accordance with all applicable Laws, Authority Policies and Good Industry Practice.
Site Improvements and Infrastructure (Developed Areas)	<ul style="list-style-type: none"> • Substantially free from litter, graffiti and/or vandalism. • Accessible for the visually and mobility impaired and wheelchair users. • All external furniture, and hard landscaping features maintained in accordance with the design criteria as set out in Schedule 3 [Design and Construction Specifications]. • Waste bins emptied as required. • Irrigation and exterior lighting systems functional and maintained in accordance with the design criteria as set out in Schedule 3 [Design and Construction Specifications]. • Gutters, drains and storm water systems substantially free from litter, leaves, weeds and extraneous material. • Fences, walls and gates safe, sound and secure.
Roads, Grounds and Landscape Maintenance (Developed Areas)	<p>Trees, Shrubs and Hedges:</p> <ul style="list-style-type: none"> • Trimmed, pruned and/or cut to maintain healthy growth. • Substantially free from dead or dying branches. • Substantially free from litter. • Substantially free from disease and/or infestation. • Replaced as and when necessary to maintain appearance. <p>Grassed Areas:</p> <ul style="list-style-type: none"> • Of uniform appearance with no dead patches. • Edges trimmed. • Substantially free from infestation. • Substantially free from fallen leaves, weeds, litter and excrement. • Maintained to a uniform length between 25 and 50 mm. <p>Flower Beds:</p> <ul style="list-style-type: none"> • Fully stocked with an appropriate mix of annual, perennial and display plants to provide aesthetically pleasing beds throughout the year. • Substantially free from fallen leaves, weeds and litter. • Substantially free from disease and/or infestation.
Roads, Grounds and Landscape Maintenance (Undeveloped Areas)	<p>Trees, Shrubs and Hedges:</p> <ul style="list-style-type: none"> • Trimmed, pruned and/or cut to maintain healthy growth. • Substantially free from dead or dying branches.

Element	Standard
	<p>Grassed Areas:</p> <ul style="list-style-type: none"> • Maintained to natural length or as stated in the above clause 2.3(4).
<p>Roads, Grounds and Landscape Maintenance (Developed & Undeveloped Areas)</p>	<p>Roads and Parking Areas:</p> <ul style="list-style-type: none"> • Sound safe and even surface with no potholes, sinking or tripping hazards. • Curbs, paving stones and edging are sound. • Road markings, signage and parking stripes are clear and complete. • Swept and clear of debris and hazards. • Site circulation routes are clear and accessible. <p>Snow and Ice Removal:</p> <ul style="list-style-type: none"> • Application and re-application, as required, of salt, sand and/or ice melting products to all paved and concrete areas including without limitation roadways, emergency routes, parking areas and sidewalks. (Note: This does not include entrance ways, stairs and landings which will be maintained by the Authority's housekeeping staff). • Snow plowing and clearing will commence within two hours of accumulation of 5 cm (2 inches) in depth and will be cleared on an on-going basis as required to reduce the risk of injury, accidents and maintain access to the Site at all times. • Reasonable snow dumping on site is acceptable in designated areas for snow collection that do not impede fire lanes, pedestrian or vehicle traffic or restrict availability of visitor or staff parking. • Site circulation routes are clear and accessible. • Installation of winter fencing if required.

ATTACHMENT 2
LANDSCAPE PLANS



Legend

- Site Line
- Easement to State
- Easement to University
- Easement to Community
- Existing Vegetation
- Planting Area
- Rockwork

Site Notes

1. The site is located in the City of Fort St. John, British Columbia, Canada. The site is bounded by 68th Street to the north, 115th Avenue to the east, and the River to the south. The site is currently undeveloped and is zoned for residential use. The site is to be developed as a hospital facility. The site plan shows the proposed building layout, parking areas, and landscaping. The site plan is subject to the approval of the local planning authority. The site plan is to be used as a guide for the construction of the hospital facility. The site plan is not to be used for any other purpose. The site plan is the property of Cannon Design Architecture Inc. The site plan is not to be reproduced without the written permission of Cannon Design Architecture Inc.

SCHEMATIC DESIGN SET - JUNE 9, 2009

Fort St. John Health Authority

is!health
Health Care Partnership

Fort St. John Hospital Facility, B.C.

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APPENDIX 4G – SECURITY SERVICES

1. INTERPRETATION

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

“**Security Services**” means the services and requirements described in this Appendix 4G; and

“**Security Staff**” means Plant Services personnel or other persons who may be engaged or employed by Project Co from time-to-time to carry out the Security Services.

2. SERVICES

2.1 General Requirements

In addition to the standards and specifications set out in Schedule 4 [Services Protocols and Specifications], Project Co will deliver the Security Services:

- (a) 24 hours per day, 365(6) days per year;
- (b) in a manner integrated and coordinated with all other Project Co Services to facilitate safety and protection of the Facility and Site; and
- (c) in a manner fully integrated and coordinated with the protocols established by the Authority’s human resources department regarding the issuance and recovery of photo identity cards, keys, access cards and parking passes.

3. SECURITY SERVICES REQUIREMENTS

3.1 Annual Security and Risk Assessment Plan

Project Co will develop and submit to the Authority in accordance with Schedule 4 [Services Protocols and Specifications], including Sections 4.1 and 4.2 of Schedule 4, and implement as part of the Annual Service Plan appropriate policies, joint service protocols, procedures, practices, schedules and a self-monitoring inspection and reporting system in respect of the delivery of the Security Services to the Authority, which will include a risk assessment and security plan to deal with all security matters which may occur at the Facility (with police involvement as required) including, but not limited to, theft, terrorism, vandalism, and assault on any patient, member of staff, visitor or their property.

3.2 Access Control

Project Co will provide control of access to the Facility in accordance with the Annual Service Plan, including the risk assessment and security plan, and will:

- (a) comply with joint service protocols established between the parties regarding the issue, programming and recovery of security passes,

parking passes, keys and other security related material to and from authorized personnel;

- (b) maintain and manage an inventory of temporary security access cards for use by Project Co's sub-contractors working on the Site;
- (c) issue unique security cards with photo I.D. to all Project Co staff;
- (d) restrict access into non-public areas;
- (e) ensure that all access points to the Facility and Site are secured and locked down in accordance with scheduled times;
- (f) manage, maintain and program access cards, devices and controls. Protocols for devices for the pharmacy, cashier office, and narcotics cupboards shall be established by the Authority;
- (g) provide out-of-hours access to locked departments and restricted areas upon request by authorized staff, maintaining records of such access; and
- (h) maintain proper and accurate records of controlled access devices and provide the Authority with a periodic summary report on a frequency to be agreed between the parties as to changes that have occurred.

3.3 Monitoring and Incident Reporting

Project Co will:

- (a) maintain, operate and monitor surveillance and alarm systems of all designated areas of the Facility and Site in accordance with the security plan;
- (b) electronically record all incidents through the main security monitors located at the designated security office or satellite monitoring station and maintain a record of all recorded incidents for a minimum of 90 days;
- (c) monitor and respond to any alarm initiated by the security system and take all reasonable action necessary to rectify security breaches and secure the Facility and Site;
- (d) summon the police as required and provide assistance in incident investigation and reporting;
- (e) report all significant security incidents immediately to the Authority's Representative or designate;

- (f) maintain records and provide a periodic written report of all security incidents including date, time, description of incident, location, action taken and a copy of the police report if applicable; and
- (g) assist the Authority in the promotion of security and safety procedures, provide basic crime prevention advice and cooperate with the Authority in the development and implementation of security policies and procedures.

3.4 Security System Maintenance

Project Co will maintain the security system including without limitation all access control devices, locking systems, surveillance cameras, monitors, recording devices, alarms and associated field devices in accordance with the requirements of Appendix 4C (Plant Services).

3.5 Patrol Service

Project Co will:

- (a) provide a security presence on the Site 365(6) days per year from 18:00 to 06:00 hours which may be met by Plant Services personnel to meet the following minimum requirements:
 - (i) three random security patrols of the Facility and Site (including parking areas) per twelve hour coverage period;
- (b) ensure all Security Staff have been screened prior to commencement of employment with a Criminal records search or other current legislation and regulations in force;
- (c) ensure Security Staff receive security services training and take reasonable action by calling the police to apprehend, restrain, detain and/or take other appropriate action in respect of any person who is in the act of, or is about to commit an offence, or any type of disruption or disturbance including aggressive behaviour;
- (d) protect the Facility and the Authority's property against theft, vandalism, malicious tampering and criminal damage;
- (e) take all reasonable steps to maintain the safety of all persons and their belongings in the Facility including the protection of the Authority's employees, medical staff, volunteers, patients and visitors;
- (f) respond to and assist with emergency situations such as fires, elevator entrapment, and the Authority's code system - (Code Red (Fire), Code Blue (Cardiac Arrest), Code Green (Evacuation), etc.);
- (g) undertake the following tasks during patrols:

- (i) ensure sensitive or restricted areas are secure during off hours;
 - (ii) report all security incidents or observed property damage to the Help Desk;
 - (iii) report any facility issues including water, steam or gas leaks, electrical faults, etc. to the Help Desk and take appropriate action as may be necessary to rectify the situation and/or minimize damage;
 - (iv) secure doors and lock windows which may present a security risk and turn off lights in unoccupied areas.
 - (v) summon the police as required to respond to serious incidents.
- (h) provide on-request escort services including:
- (i) Escorting staff after hours; and
 - (ii) Escorting patients; and
- (i) enforce hospital visiting hours and other Authority policies (e.g. smoking).

4. PERFORMANCE INDICATORS

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
4.1	Security systems in full operation including remote surveillance systems in high-risk areas.	High	20 minutes	4 hours	Daily	Performance Monitoring Report
4.2	Access control is performed in accordance with Section 3.2 of this Appendix.	Medium	N/A	N/A	Per Occurrence	Performance Monitoring Report
4.3	Monitoring and incident reporting performed in accordance with Section 3.3 of this Appendix.	Medium	N/A	N/A	Per Occurrence	Performance Monitoring Report
4.4	Patrol service provided in accordance with 3.5(a) of this Appendix.	High	20 minutes	2 hours	Per Occurrence	Performance Monitoring Report

	Indicator	Service Failure Level	Response Time	Rectification Period	Recording Frequency	Monitoring Method
4.5	Response to security alarms and incidents.	Stat/Emergency –High Urgent – Medium Routine - Low	Stat/Emergency – Immediate (up to 5 minutes) Urgent – 30 minutes Routine – 60 minutes	N/A	Per Occurrence	Performance Monitoring Report

Note: N/A means “not applicable” and that the table does not indicate or specify a Response Time or Rectification Period for the specified Performance Indicator.