

SCHEDULE 4
SERVICES PROTOCOLS AND SPECIFICATIONS

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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 to the Agreement:

“**ALC Representative**” has the meaning set out in Section 3.3 of this Schedule;

“**Bio-Hazardous Waste**” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“**Cleaned Elements**” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“**Cleaning and Waste Management Services**” has the meaning set out in Section 10.4 of this Schedule;

“**Cleared Person**” has the meaning set out in Section 6.1(d)(5) of this Schedule;

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

“**Core Hours**” has the meaning set out in Section 5.1 of this Schedule;

“**Critical**” has the meaning set out in Appendix 4 H [Performance Indicators];

“**Demand Requisition**” means any request for service, report of a Service Failure, report of an Unavailability Event or any other report or inquiry made to the Help Desk or to Project Co, including reports generated electronically by the BMS, the CMMS or other electronic monitoring systems operated by Project Co in the Facility;

“**Emergency**” has the meaning set out in Appendix 4 H [Performance Indicators] ;

“**Energy Management Plan**” has the meaning set out in Section 7.10 of this Schedule;

“**Facility Users**” means the Province, Province Persons, and other individuals using or present at the Facility;

“**Facility Condition Index**” or “**FCI**” means the facility condition index utilized by the Province as a comparative indicator of the relative condition of buildings in its portfolio expressed as a ratio of the cost of remedying maintenance and capital deficiencies to the current replacement value;

“**Help Desk**” means the contact point 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 Services**” has the meaning set out in Appendix 4D [Help Desk Services];

“**IMIT Services**” has the meaning set out in Section 2.10 of Appendix 4C [Operations and Maintenance Services];

“**ISO**” means the International Organization for Standardization;

“**ITIL**” means Information Technology Library;

“**ITSM**” means Information Technology Service Management;

“**Maintained Elements**” means all elements of the Facility constructed or installed pursuant to this Agreement including:

- (a) the Building Systems;
- (b) improvements to the Site; and
- (c) the Maintained Equipment and Furniture,

but expressly excludes any Category 1 Equipment and Furniture, Category 2 Equipment and Furniture and Category 4 Equipment and Furniture.

“**Maintained Equipment and Furniture**” means Category 3 Equipment and Furniture;

“**Maintenance**” means commissioning, testing, servicing, maintenance, repair, renewal or replacement of the Maintained Elements and includes without limitation Scheduled Maintenance and Demand Maintenance;

“**Maintenance Access Times**” has the meaning set out in Section 5.2 of this Schedule;

“**Maintenance Services**” means Demand Maintenance and Scheduled Maintenance;

“**Operations and Maintenance Services**” has the meaning given in Section 10.1 of this Schedule;

“**Operating Period Joint Committee**” means the committee established pursuant to Section 3.2 of this Schedule;

“**Performance Action Plan**” or “**PAP**” has the meaning set out in Section 7.11 of this Schedule;

“**Performance Indicators**” means the performance indicators described in Appendix 4H;

“**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 11.1 of this Schedule;

“**Periodic Cleaning**” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“**Plans**” means the Start-Up and Transition Plan, the Annual Service Plan and its sub-components, the Five Year Maintenance Plans, the Lifecycle Plan, the Environmental Management Plan, the Energy Management Plan, the Quality Management Plan and the Handback Works Plan;

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

“**Quality Management Plan**” has the meaning set out in Section 7.11 of this Schedule;

“**Quality Management System**” or “**QMS**” has the meaning set out in Section 7.11 of this Schedule;

“Reactive Cleaning” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“Recyclable Waste” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“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 Province, acting reasonably, for the Rectification of the Event; and
- (b) with respect to Routine matters for all Services, means either the Response set out in paragraph (a) or an electronic response from the Help Desk confirming the details of the Event and providing a plan acceptable to the Province, 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 Services” has the meaning set out in in Section 10.3 of this Schedule;

“Routine” has the meaning set out in Appendix 4H [Performance Indicators];

“Routine Cleaning” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“Secure Area” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services];

“Security and Surveillance Services” has the meaning set out in Section 10.5 of this Schedule;

“Start-up and Transition Plan” means the plan described in Section 7.5 of this Schedule;

“Sub-Contractor Termination Notice” has the meaning set out in Section 11.9 of this Schedule;

“Vending Service Plan” has the meaning set out in Appendix 4K [Vending Services];

“Vending Services” has the meaning set out in Section 10.6 of this Schedule; and

“Waste” has the meaning set out in Appendix 4F [Cleaning and Waste Management Services].

2. GENERAL REQUIREMENTS

With respect to all Services:

- (a) Project Co will continuously perform the Services from the Service Commencement Date to the Expiry Date;
- (b) without limiting the requirements of this Agreement, including the provisions of each Appendix to this Schedule 4, Project Co will:

- (1) provide high quality, efficient, innovative and flexible Services at all times;
- (2) provide sufficient numbers of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Provider and Sub-Contractors) with the skills necessary to perform the Services, including back-up provisions where required;
- (3) research and develop new service delivery methods and apprise the Province of their benefits;
- (4) manage matters and marshal resources as required to respond to emergencies and to provide a high level of ongoing service delivery;
- (5) keep the Province informed in such detail as the Province may reasonably require of the progress of any negotiations regarding employees;
- (6) provide Services that are integrated and coordinated with the delivery of Province Activities, other services by the Province, Province Persons, and their contractors other than Project Co, the Project Contractors and their Sub-Contractors;
- (7) ensure a collaborative working relationship with the Province, Province Persons, the ALC Representative and Facility Users;
- (8) exercise competent supervision of the Services at all times;
- (9) administer all insurance and warranty claims in connection with the provision of the Services at the Facility; and
- (10) provide all quality assurance and quality monitoring relevant to the Services.

3. ADMINISTRATION

3.1 Operating Period Representatives

- (a) Within five Business Days of the Effective Date, each of the parties will designate in writing an individual (the “**Operating Period Representative**”) to be that party’s single point of contact with respect to the Operating Period and the Services.
- (b) Subject to the limits of signing authority pursuant to Section 2.7 of this Agreement, 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) Project Co may change the person appointed as its Operating Period Representative in accordance with the provisions of Section 2.8 (Key Individuals) of this Agreement.
- (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.

3.2 Operating Period Committee

- (a) Not more than six months after the Effective Date, the Province and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the "**Operating Period Joint Committee**"):
- (1) consisting of the Operating Period Representatives and such other members as the parties may agree from time to time;
 - (2) the ALC Representative and a representative from Project Co's Service Provider will be members of the Operating Period Joint Committee; and
 - (3) until one year following the Service Commencement Date or the date by which the Province is satisfied that all Deficiencies have been fully addressed and corrected by Project Co, the Operating Period Joint Committee will include the Design and Construction Representatives.
- (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 and the Services during the Operating Period. 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 Province 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. The initial standing sub-committees include:
 - (A) energy management; and
 - (B) environmental management;
 - (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 7.2 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 and any matters which cannot be resolved by the Operating Period Joint Committee may be referred to the Dispute Resolution Procedure by either the Province or Project Co.
- (f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) at least once each month:
- (1) prior to the Service Commencement Date, at the offices of the Province or a location to be agreed between the parties; and
 - (2) after the Service Commencement Date, at the Facility or a location to be agreed between the parties.
- (g) 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 ten 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.
- (h) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by the Province and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.
- (i) Prior to Service Commencement, the Operating Period Joint Committee and the Construction Period Joint Committee will meet as and when reasonably required to consider and discuss:
- (A) operational issues as they relate to the Design and Construction of the Facility;
 - (B) commissioning of all aspects of the Facility;
 - (C) operational readiness including the Start-up and Transition Plan, the transition from the Construction Period to the Operating Period, Project Co's coordination of the handover of the Facility from the Design Builder to the Service Provider and any issues that may have a material impact on delivery of the Services or the Province Activities;
 - (D) any other relevant matters related to the integration of the Design and the Construction with the delivery of the Services by Project Co and the

performance of Province Activities by the Province during the Operating Period.

3.3 Site Services Interface and Liaison with Local ALC Representative(s)

- (a) Project Co acknowledges that there is an interface between the Services and Province Activities delivered at the Facility by the Province or Province Persons and will co-operate with the Province and Province Persons and will act reasonably in the preparation and implementation of service plans which address the coordination and integration of such services at the Facility.
- (b) In order to facilitate day-to-day communications between Project Co and Province Persons at the Facility during the Operating Period, the Province will appoint one or more local representatives the ("**ALC Representative(s)**").
- (c) Project Co's Operating Period Representative or delegate will be responsible for all communications with the ALC Representative regarding the day-to-day performance of the Services at the Facility, scheduling and coordination, complaints, Help Desk requests, any Service Failures occurring at the Facility, and the performance of the responsibilities of the Province with respect to the Facility.
- (d) Provided that such communications do not purport to amend or alter any obligation of Project Co or the Province under this Agreement, Project Co will be entitled to rely upon the communications of the ALC Representative(s) regarding the day-to-day performance of the Services at the Facility, scheduling and coordination, complaints, status of repairs, Help Desk requests, any Service Failures occurring at the Facility, and the performance of the responsibilities of the Province with respect to the Facility.
- (e) In the event of a dispute arising between Project Co's Service Provider and the ALC Representative(s), the matter will be referred to the Operating Period Joint Committee for resolution.

3.4 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period, Project Co and the Province, supported by a mutually agreed and duly qualified independent inspector and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the "**Joint Technical Review**") of the Facility. The Joint Technical Review will assess the Facility Condition Index, performance and effectiveness of both the Scheduled 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 Five Year Maintenance Plan, Life Cycle Plan and the Services Protocols and Specifications. The cost of the independent inspector engaged to conduct the Joint Technical Review will be shared evenly between Project Co and the Province.
- (b) The Joint Technical Review will be based on the principle that each Maintained Element of the Facility will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) During the final 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 will be documented in a written report prepared by the independent inspector (the “**Facility Condition Report**”) that:
- (1) identifies the condition of the Facility and each Maintained Element; 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 Maintained Element when compared to the Design and Construction Specifications, the Services Protocols and Specifications and the 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 through integration with the Five Year Maintenance Plan and the Life Cycle Plan.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and Project Co’s remediation plans for the Facility. If required, the parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.

3.5 Malicious Damage

- (a) Project Co acknowledges the intended uses of the Facility and that ongoing Maintenance, Repair, renewal or replacement of the Maintained Elements is the responsibility of Project Co under this Agreement . All incidents of Malicious Damage having a repair value of less than \$1,500 (Index Linked), will be for the account of Project Co, as will all incidents of Malicious Damage, of whatever amount, to the extent they are caused by Project Co or any Project Co Person. Any incident of Malicious Damage caused in whole or in part by Project Co or any Project Co Person will trigger Demand Maintenance, including with respect to the calculation of Deductions. Incidents of Malicious Damage that exceed the individual incident threshold are addressed in Section 4 (Province Funded Rectification) of Schedule 8. For greater certainty, Project Co will not delay, accumulate or bundle the repair of individual incidents (unless such incidents are reasonably connected or related) such that the individual incident value threshold is exceeded.
- (b) In the event that Malicious Damage has occurred that could have been anticipated, prevented, or substantially mitigated through proper performance of the Design and Construction of the Facility or delivery of the Services, Project Co will, as part of the Services and with no additional payment, except to the extent such Malicious Damage is also Property Loss falling within paragraph (a) of the definition of Province Funded Rectification, promptly Repair the Malicious Damage and in all cases at its cost undertake such additional modifications or adjustments to the Design and Construction of the Facility and to the performance of the Services as are necessary to maximize the Facility's sustainability and resistance to further or future Malicious Damage, provided that any modifications or adjustments will be subject to:
- (1) compliance with the Design and Construction Specifications and the Services Protocols and Specifications;
 - (2) minimization of disruption to the operation of the Facility; and

- (3) consultation with, and prior approval of, the Province, such approval not to be unreasonably withheld or delayed.
- (c) With respect to all Malicious Damage, Project Co will:
- (1) Respond to and Rectify, forthwith, all incidents of Malicious Damage reported to the Help Desk. All such reported incidents will constitute Demand Maintenance and be classified in accordance with the requirements of this Schedule 4;
 - (2) investigate, document, photograph and provide a description in a report to the Province of the damage along with a justification of the classification of the Event as Malicious Damage along with identification, to the extent possible, of the individual(s) responsible for such damage;
 - (3) provide such documentation as may be reasonably required by the Province, police and other parties having jurisdiction; and
 - (4) provide monthly incident and financial reporting of all Malicious Damage as part of the Performance Monitoring Report.

3.6 Province Not Responsible for the Services

The Province's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Province's benefit only, and no review, acceptance, approval or confirmation of compliance by the Province's Operating Period Representative, the ALC Representative or any other representative of the Province will in any way relieve Project Co of its obligation for all aspects of the Services.

Except as otherwise set out in this Agreement, all costs (explicit or implied) of performing the Services and complying with the requirements of this Agreement are to be borne by Project Co. The Province will pay for or contribute towards a cost if, and only to the extent that, this Agreement explicitly identifies that such cost will be shared or borne fully by the Province.

4. PERFORMANCE OF SERVICES

4.1 Services Performance Indicators

Certain Services described within these Services Protocols and Specifications have a corresponding Performance Indicator that describes the criteria used to determine whether Project Co has delivered the Services in accordance with the requirements of this Agreement. The Performance Indicators include all provisions of the relevant Section of each Appendix and all other Services required or reasonably inferred to be required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the Services to be performed. Appendix 4H [Performance Indicators] contains the consolidated list of the Performance Indicators.

Project Co acknowledges that there may be Services or tasks to be performed that are not described herein, but are necessarily ancillary to the delivery of the Services and these will be performed by Project Co as part of the Services.

4.2 Delivery of Services

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

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

4.3 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 agreed upon service protocols and applicable Province Policies and Procedures and all such policies will be interpreted to apply to Project Co, the Project Contractors and all Sub-Contractors and each of their respective employees in the same manner as applicable to the employees and sub-contractors of the Province.
- (d) in a manner designed to maintain the performance standards and design criteria set out in Schedule 3 [Design and Construction Specifications];
- (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 law court in Canada would employ, taking into account the age and use of the comparable facility.

If one or more of the foregoing standards is applicable to any particular Service, then the highest of such standards will apply.

4.4 Changes to Province Policies and Procedures

The Province may develop new policies for the operation of the Facility both before and after Service Commencement. To the extent that these new policies may impact Project Co and the performance of their Services, the Province will consult with Project Co and attempt to resolve Project Co's concerns. If the Province changes any Province Policies and Procedures, including by any amendments or additional policies referenced in the definition of "Province Policies and Procedures", and such changes to Province Policies and Procedures 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.

5. SCHEDULING OF SERVICES

5.1 Core Hours

The core hours of operation of the Facility are from 6:00 am to 8:00 pm, Monday to Friday excluding statutory holidays (the "**Core Hours**"). Project Co may carry out the Services as follows:

- (a) Repairs or other actions required to Rectify an Emergency may be undertaken by Project Co during the Core Hours, upon notice to and in coordination with the Province and the ALC Representative, in the affected area(s) of the Facility, whether occupied or not, provided that in doing so Project Co does not compromise the health and safety of Facility Users. In coordination with the ALC Representative, Project Co will make all reasonable efforts to perform such emergency maintenance and repairs before 6:00 am, after 8:00 pm or during scheduled court breaks and in a manner designed to minimize disruption to any Province Activities;
- (b) Demand Maintenance requested by the Province to restore functionality of a Maintained Element or Rectify an Event may be undertaken by Project Co during the Core Hours, upon notice to and in coordination with the Province and the ALC Representative, in the affected area(s) of the Facility, provided that in doing so Project Co does not disrupt any Province Activities carried out in occupied areas of the Facility or compromise the health and safety of Facility Users;
- (c) all other non-disruptive Maintenance Services and Repairs may be undertaken by Project Co during the Core Hours in unoccupied areas of the Facility only, provided that in doing so Project Co does not disrupt any Province Activities carried out in occupied areas of the Facility or compromise the health and safety of Facility Users. The Province may, at its discretion, require Project Co to cease such work if the Province determines, acting reasonably, that the work or activity is disruptive to the Province Activities. Project Co will comply with such requirements and reschedule the work outside of the Core Hours;
- (d) all noisy and/or disruptive Maintenance Services and Repairs performed at the Facility such as testing of systems, shutdowns, painting, welding, lifecycle work, etc. must be scheduled and performed by Project Co outside of the Core Hours; and
- (e) Project Co will employ safe work practices at all times and will coordinate and schedule the Services in accordance with the daily routines at the Facility, in accordance with notifications received from the Province or the ALC Representative.

If Project Co is denied access by the Province under the provisions of this Section 5.1, the start of the relevant Rectification Period will be extended until Project Co has such access or, if earlier, the end of the Core Hours and Project Co will liaise with the Province to agree upon an alternative time to carry out the Services.

5.2 Maintenance Access Times

- (a) Subject to Section 5.1 of this Schedule, Project Co will ensure that all Cleared Persons performing the Services at the Facility comply with the Maintenance Access Times as follows:

| Location/Area | Maintenance Access Times | Access Protocol |
|---------------|---------------------------|---|
| Courtrooms | Outside of the Core Hours | Card access by Cleared Persons Escort required for individuals who |

| Location/Area | Maintenance Access Times | Access Protocol |
|--------------------------------------|---------------------------------|--|
| | | are not Cleared Persons |
| Judiciary | Outside of the Core Hours | Card access by Cleared Persons Escort required for individuals who are not Cleared Persons |
| Accused Holding areas and sally port | Outside of the Core Hours | Restricted access – escort required when occupied otherwise Card access by Cleared Persons Escort required for individuals who are not Cleared Persons Advance notice to sheriffs required for other than scheduled cleaning |
| Sheriff's offices | Outside of the Core Hours | Card access by Cleared Persons |
| General offices | Outside of the Core Hours | Card access by Cleared Persons |
| Court Administration | Outside of the Core Hours | Card access by Cleared Persons |
| Community Corrections | Outside of the Core Hours | Card access by Cleared Persons |
| Justice Access Centre | Outside of the Core Hours | Card access by Cleared Persons |
| Crown Counsel | Outside of the Core Hours | Card access by Cleared Persons |
| Crown Counsel file storage | N/A | Restricted access – escort required |

| Location/Area | Maintenance Access Times | Access Protocol |
|--|---|-------------------------------------|
| Elevators and lobbies | Outside of the Core Hours | Card access by Cleared Persons |
| Data and telecommunication rooms and closets | Coordinated with the ALC Representative | Restricted access – escort required |
| Exhibit Storage | Coordinated with the ALC Representative | Restricted access– escort required |
| Armoury | Coordinated with the ALC Representative | Restricted access– escort required |

- (b) The Province and Project Co will review and may modify the requirements of the Province, the Maintenance Access Times and associated access protocols for each area of the Facility:
- (1) prior to Service Commencement;
 - (2) annually as part of the Annual Service Plan; and
 - (3) periodically as required throughout the Term.

5.3 Re-scheduled Services and Maintenance Work

- (a) If Project Co has Scheduled Maintenance or other planned Services work at the Facility and Project Co is subsequently denied access to Secure Areas, notified of extended court hours or other ad hoc usage of the Facility:
- (1) in the area of the Facility in which Project Co's Scheduled Maintenance or other planned Services work was to occur; and
 - (2) during the period set for the Scheduled Maintenance or planned Services work,

then Project Co will be required to accommodate such extended court hours or ad hoc usage of the Facility in the performance of the Services unless otherwise agreed by the Province or the ALC Representative. The Province will make all reasonable efforts to provide Project Co with 24 hours' notice of such extended court hours and ad hoc Facility usage. Project Co acknowledges the intended uses of the Facility, including the unpredictable scheduling of the Province Activities that may occur from time to time, and will work cooperatively with the Province and the ALC Representative in the coordination and delivery of the Services at the Facility at all times.

- (b) Project Co will liaise with the Province to agree upon an alternative time to carry out the Services. Where Project Co subsequently performs the postponed Services at the agreed alternative time, Project Co will be deemed to have complied with its obligation to carry out such Services at the required time.

6. SECURITY CLEARANCE AND ACCESS PROTOCOLS

6.1 Security Clearances

- (a) During the Operating Period Project Co will not permit any individual engaged by Project Co or a Project Co Person to:
 - (1) perform any work in relation to the Services, unless such individual has:
 - (A) successfully completed an Operating Background Check within the one calendar year period prior to the date on which he or she first performs any work in relation to the Services; and
 - (B) signed an Individual Confidentiality Agreement; or
 - (2) be designated as a Key Individual, unless such individual and their employer has:
 - (A) successfully completed an Operating Background Check within the one calendar year period prior the date of his or her appointment to such position; and
 - (B) signed an Individual Confidentiality Agreement.
- (b) Throughout the Operating Period, Project Co shall ensure that the Operating Background Check is repeated for each relevant individual:
 - (1) if any information is received by Project Co (including from the Province) that suggests that the risk in respect of such individual has materially changed;
 - (2) every two years for the CPIC criminal record database search;
 - (3) every two years for the criminal record check in accordance with the Criminal Records Review Act (British Columbia); and
 - (4) every two years for any other database check as notified to Project Co from time to time.
- (c) An Operating Background Check includes a criminal records check from the Canadian Police Information Centre (CPIC) as well as other records and requires personal identification by a BC Sheriff.
- (d) In order to obtain an Operating Background Check:
 - (1) Each individual must provide the following:
 - (A) a completed and signed CPIC consent form;
 - (B) a credit card payment form;

- (C) two pieces of current government identification, one of which must be a current valid government photo identification (e.g. driver's licence, passport);
 - (D) at least one piece of identification must have the current residential address on it; otherwise, a copy of a current hydro or telephone bill showing the applicant's name and address is also required; and
 - (E) all consents required in relation to the performance of the Operating Background Checks, in accordance with Section 17.2 (Personal Information).
- (2) Each individual must attend at one of the two locations below, Monday to Friday between 9:00 am and 3:00 pm, with the required identification and original forms noted above for identification by a BC Sheriff.
- (A) Abbotsford Law Courts
32375 Veterans Way
Abbotsford B.C.
 - (B) New Westminster Law Courts
651 Carnarvon Street, Begbie Square
New Westminster, BC
- (3) A database check will be performed with the personal information collected. Occasionally a person with a similar name and date of birth could cause a record to be generated that will not enable further consideration of the applicant in this process without a finger print check being done. If required, the finger print process will be an additional cost as charged by the police agency where the individual resides. This additional fingerprint check can only be done after prior consultation with the BC Sheriffs and does not guarantee a security clearance will be granted.
- (4) The database checks are performed for the Province by a third party who cannot guarantee processing times. If all forms are completed legibly, accurately and as indicated above, clearances are typically processed within four weeks' time of identification verification.
- (5) The decision of BC Sheriffs as to whether an individual has successfully completed an Operating Background Check is final. Applicants will receive email notification of the status of their clearance and such information will also be provided to the Province and Project Co. Any individual who satisfies all the requirements of this Section 6 of this Schedule is a "Cleared Person".
- (e) All costs and fees associated with the Operating Background Checks are for the account of Project Co. However, each individual who is applying for an Operating Background Check must provide an individual credit card payment form in their own name.
- (f) The Province, in its sole discretion, may revoke security clearances based on notification by law enforcement agencies of an individual's personal relationships, affiliation with criminal elements and or participation in criminal activities or violations of provincial statutes.

- (g) The Province's refusal to grant access to any individual on account of an Operating Background Check will not relieve Project Co of any of its obligations under this Agreement.

7. OPERATING PERIOD PLANS

7.1 Preparation of Plans

Project Co will work co-operatively with the Province'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 Province pursuant to Section 7.2 (Submission of Plans to the Province) of this Schedule.

7.2 Submission of Plans to the Province

Project Co will submit each Plan and the Operational Policies and Procedures to the Province in accordance with the processes and deadlines described in Appendix 4G [Operating Period Review Procedure].

7.3 Failure to Prepare Plans

Any failure of Project Co to prepare and submit to the Province any Plan in accordance with this Section 7 and Appendix 4G [Operating Period Review Procedures] will be deemed a Service Failure in accordance with Appendix 4H [Performance Indicators].

7.4 Amendment of Plans

Any proposed amendment to a Reviewed Plan will be subject to the review procedure described in Appendix 4G [Operating Period Review Procedures].

7.5 Life Cycle Schedule and Start-up and Transition Plan

Project Co will prepare in consultation with the Design-Builder and the Service Provider:

- (a) a report for the Facility, in substantially the form as the model plan attached as Appendix 4I ("**Life Cycle Schedule**") that sets out the design or anticipated service life of major elements in the Facility and the initial Project Co plans and strategies for Life Cycle replacement and/or refurbishment relating thereto, to be used as a basis for the Life Cycle Plan; and
- (b) a Start-up and Transition Plan incorporating the following:
 - (1) a work schedule, including a Gantt chart, identifying the tasks to be completed prior to the Service Commencement Date through to the end of the first six months of the Operating Period and the targeted completion dates of each task such that Project Co will be in a position to commence delivery of the Services upon Service Commencement and manage the transition from the Construction Period to the Operating Period, including:
 - (A) submittal and finalization of all Plans;
 - (B) establishment of the Service Provider's site office;

- (C) set up of Project Co's information and communication systems;
 - (D) set up of Project Co's administration, finance and reporting systems;
 - (E) Project Co's human resource activities including staff recruitment, training, orientation and security clearances;
 - (F) creation of a comprehensive asset inventory, maintenance schedules and job plans for each Maintained Element and population and configuration of the CMMS in compliance with the requirements of this Schedule;
 - (G) procurement of Sub-contracts;
 - (H) security clearance in accordance with Section 6;
 - (I) development and coordination of joint services protocols with the Province;
 - (J) participation in commissioning;
 - (K) configuration of the BMS and energy monitoring systems;
 - (L) establishment, testing and user training of the Help Desk;
 - (M) coordination of Facility handover and transition activities from the Design Builder to the Service Provider;
 - (N) identification of key transition activities commencing 30 days prior to Service Commencement and for 30 days, 60 days and 90 days following Service Commencement including such measures as may be required to fully implement and comply with the requirements set out in Schedule 4;
 - (O) a plan and schedule for the correction of operational readiness deficiencies included in the Service Commencement Deficiencies in accordance with the provisions of Sections 13.1 and 13.5 of Schedule 2 [Design and Construction Protocols];
 - (P) a security risk assessment plan in accordance with WorkSafe BC requirements; and
 - (Q) other start-up activities;
- (2) the Annual Service Plan for the first 12 months of the Operating Period;
 - (3) a preliminary Five Year Maintenance Plan;
 - (4) a preliminary Environmental Management Plan;
 - (5) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at the Service Commencement Date; and

- (6) a preliminary Quality Management Plan that indicates how Project Co will establish and implement the QMS, register for ISO 9001 : 2015 Certification and monitor and measure its Services activities commencing on the Service Commencement Date.

7.6 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 the Province Activities, and other related services by the Province and Province 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 engaged to perform the obligations of Project Co under this Agreement which plan will include:
 - (1) provision of:
 - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent Persons with the skills necessary to perform the Services; and
 - (B) a designated site manager for the Facility or responsible delegates who will be contactable at all times through the Help Desk by the Province and one of whom will be available to be on Site within one hour’s notice from the Province;
 - (2) a code of conduct, approved by the Province, for all employees of Project Co, the Project Contractors and any Sub-Contractor working at the Facility. Project Co will require all employees of Project Co, the Project Contractors and any Sub-Contractor working at the Facility to sign the code of conduct as a condition of their employment or engagement. The Province and the ALC Representative have the right, acting reasonably, to refuse access to the Facility to any individual whom either deems unacceptable, constitutes a security risk or who exhibits inappropriate behavior towards Facility Users. Project Co will remove any such individual from the Facility immediately upon notification from the Province’s Operating Period Representative or the ALC Representative and such individual shall then cease to be a Cleared Person. The code of conduct will comply with applicable Law and Province Policies and Procedures, as amended from time to time including:
 - (A) human rights, mutual respect and workplace harassment;

- (B) privacy;
 - (C) violence in the workplace;
 - (D) non-smoking;
 - (E) employee dishonesty and fidelity;
 - (F) contraband and smuggling;
 - (G) standards of personal hygiene;
 - (H) alcohol or drug impairment;
 - (I) use of foul or offensive language including ensuring that uniforms and work wear are free of badges or other accoutrements that express personal opinions which others may find offensive;
 - (J) general comportment;
 - (K) Facility security protocols; and
 - (L) confidentiality of information within the Facility.
- (3) policies and procedures with respect to:
- (A) occupational health and workplace safety including:
 - (i) development of a comprehensive health and safety manual and associated training program for all Project Co employees and Project Contractors and Sub-Contractors and their employees engaged in delivery of the Services;
 - (ii) infection control policies (including routine precautions, isolation, hand washing, blood and body fluid protocols, legionella precautions, etc.) consistent with those of the Province in effect for the Facility;
 - (iii) the provision of appropriate dress and appropriate personal protective equipment (gloves, masks, etc.);
 - (iv) appropriate rules of conduct for the Facility;
 - (v) first aid training;
 - (vi) use of all applicable equipment;
 - (vii) tool control and safe work practices in Secure Areas;
 - (viii) dealing with coercion, aggressive behaviour and violent situations;

- (ix) notification of hazards or situations that may result in life safety or security issues in the Facility;
 - (x) handling, storage and use of chemicals, materials and equipment including Workplace Hazardous Materials Information System (WHMIS); and
 - (xi) work notification and safe work permit system including provisions for welding and other work at the Facility that may produce fumes, smoke, noise or disruption to Facility Users;
- (B) confidentiality and privacy policies consistent with those of the Province in effect for the Facility;
- (C) security policies and protocols consistent with those of the Province in effect for the Facility including:
- (i) policies and procedures;
 - (ii) security clearances in accordance with Section 6;
 - (iii) identification cards;
 - (iv) escort requirements;
 - (v) secure work practices;
 - (vi) access control;
 - (vii) tool control;
 - (viii) contraband and smuggling;
 - (ix) emergency and Lockdown procedures; and
 - (x) precautions;
- (D) appropriate Facility orientation and job training; and
- (E) responding to codes and emergency alarms and procedures used by Project Co and the Province (to the extent the Province has notified Project Co of such codes, alarms and procedures) at the Facility;
- (4) procedures for reporting to the Province 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 individual suffering from any illness which may compromise the health or safety of any Facility User;

- (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 11 of this Schedule;
- (d) provision for the training and re-training of all Province Persons designated by the Province, acting reasonably, 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) provision of tools, training and re-training as required by the Province of designated Province staff in procedures for the safe release of individuals trapped in elevators;
- (f) a quality assurance control plan for the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4, including conducting and implementing, in conjunction with the Province, annual customer satisfaction surveys to receive direct feedback from selected Facility Users regarding the delivery of the Services;
- (g) routine and reactive pest management plan and program including the management of pest management contracts for the interior and exterior of Facility;
- (h) 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 Province 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 security, 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 Province or by Project Co;
- (i) a comprehensive scheduled maintenance program comprised of preventive and planned cyclical maintenance of all Maintained Elements planned, scheduled, controlled and monitored utilizing the CMMS and including:
 - (1) an asset registry of all Maintained Elements;
 - (2) hierarchical based component identification;
 - (3) description (make, model, serial #, capacity, etc.);

- (4) location;
- (5) priority classification;
- (6) unique identification code;
- (7) Maintenance job plan description including:
 - (A) detailed maintenance procedures;
 - (B) warranty requirements;
 - (C) parts, consumables and critical spares;
 - (D) regulatory or statutory requirements; and
 - (E) security precautions and special instructions;
- (8) frequency;
- (9) scheduled dates;
- (10) maintenance history including planned and unplanned;
- (11) service provider (staff or contractor) of the Service;
- (12) status; and
- (13) notes including inspection observations, recommendations and comments;
- (j) provision for undertaking:
 - (1) routine inspection and testing and servicing, recommended manufacturers' guidance and Good Industry Practice, of:
 - (A) Building Systems including: Heating, Ventilation and Air Conditioning (HVAC) systems, plumbing and water systems, boilers and related systems and components, elevators and conveying devices, mechanical systems, and electrical distribution systems;
 - (B) life safety and emergency systems including: standby generators and associated transfer switches, uninterrupt power supplies (UPS) standby domestic pumps, fire alarms, fire-fighting equipment and suppression systems, emergency lighting systems and exit signs, voice communication systems;
 - (C) communications, electronic security and surveillance systems and associated components;
 - (D) building automation and control systems, equipment, devices and associated software along with interconnections and/or interoperability with other Building Systems or Province systems;

- (E) specialized systems; and
 - (F) interior and exterior building finishes and fabric including: 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 taking 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 Facility systems and equipment;
- (k) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to the Province and Facility Users;
 - (l) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Facility which are integrated and consistent with those of the Province, which will include:
 - (1) plans and procedures for:
 - (A) Project Co's role in fire drills on all work shifts in conjunction with the Province and the relevant fire officials;
 - (B) Project Co's role in the evacuation of areas of the Facility or the whole Facility in the event of fire or other emergencies;
 - (C) Project Co's role during a Lockdown or other security event;
 - (D) Project Co's role in a declared outbreak or pandemic;
 - (E) Project Co's role during and after a natural disaster such as flood or earthquake; and
 - (F) 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 Project Co 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 Province;
 - (C) assisting the Province's 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;
- (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 systems are properly certified for the Facility;
- (m) a comprehensive Cleaning and Waste Management Plan for the Facility that details the appropriate policies, procedures, practices and schedules to meet the requirements of Appendix 4F, including:
 - (A) staffing schedules, including verification of security clearances for individuals performing the Services at the Facility;
 - (B) daily and cyclical work routines and cleaning frequencies for all Periodic Cleaning and Routine Cleaning of the Cleaned Elements including hours of operation and access protocols for Secure Areas in accordance with Section 5.2(a) of this Schedule;
 - (C) staffing schedules for Reactive Cleaning;
 - (D) floor cleaning, care and maintenance plan and program;
 - (E) an upholstery and furniture cleaning, care and maintenance plan and program;
 - (F) an exterior area cleaning program for exterior areas of the Facility included in the Cleaned Elements;
 - (G) details of all cleaning products, including material safety data sheets, to be used in the Facility, all of which must be subject to review by the Province as meeting environmental, infection control and workplace health and safety standards then in effect;

- (H) procedures and protocols for the cleaning, collection, storage and disposal of Bio-Hazardous Waste including the disinfection of contaminated areas of the Facility; and
- (I) use of personal protective equipment;
- (2) a self-monitoring inspection and reporting system relative to the Cleaning and Waste Management Services set out in Appendix 4F; and
- (3) policies and procedures for:
 - (A) collection, handling, storage, segregation and removal of Waste and Recyclable Waste at the Facility; and
 - (B) operation of compactors and other waste disposal
- (n) a comprehensive Roads, Grounds and Landscape Maintenance Plan for the Facility including:
 - (1) snow clearing and ice control;
 - (2) general grounds maintenance and horticultural services including grass cutting, tree and shrub maintenance, seasonal plantings and weed and pest control;
 - (3) maintenance of hard landscaping and site infrastructure elements such as exterior lighting, internal roadways, sidewalks, parking lots, drainage systems, irrigation, fencing, etc.; and
 - (4) maintenance of Secure Areas, courtyards, sally port;
- (o) plans detailing procedures for responding to Unavailability Events and Service Failures;
- (p) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Province, the ALC Representative and Province Persons to facilitate the delivery of the Services and to ensure Project Co is made aware of the day-to-day specific requirements at the Facility;
- (q) a description of the arrangements and services to be provided by Project Co in respect of flag protocols, religious observances and other special cultural occasions which the Province notifies Project Co are to be observed and recognized at the Facility;
- (r) 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 Province and Facility Users;
- (s) an update of the Five Year Maintenance Plan (including the Life Cycle Plan), the Environmental Management Plan and the Energy Management Plan for the Facility detailing the elements and schedule of each such plan to be implemented during the ensuing 12 month period;
- (t) an update to the QMS and Quality Management Plan;
- (u) a comprehensive information management and information technology (IMIT) services plan based on ITIL and ITSM best practices including:

- (1) scheduled system and infrastructure maintenance for all Category 3 Equipment and Furniture elements identified in Appendix 2E [Equipment and Furniture];
 - (2) scheduled system and infrastructure maintenance for all Building Systems and core business systems that interface with or connect to Province systems;
 - (3) database administration, storage administration, data security and backup procedures, practices and policies consistent with those of the Province;
 - (4) service interruption contingency plans and incident management protocols;
 - (5) planned lifecycle replacements and/or software upgrades for the ensuing year consistent with the Province's Policies and Procedures and change management processes;
 - (6) service strategy including the use of appropriately qualified and trained staff and Sub-Contractors;
 - (7) quality assurance measures including identification of non-conformances and continuous process improvements ;
 - (8) procedures for ongoing interaction and coordination of the Services with the Province including testing and verification of the functionality and interoperability of all Building Systems, Maintained Elements and interconnections with Province systems; and
 - (9) a network Disaster and Recovery Plan (DRP) for the Building Security and Communications System (BSCS).
- (v) an annual compliance statement with respect to adherence to the Environmental Management Plan;
 - (w) a comprehensive Security and Surveillance Services Plan as set out in Appendix 4J [Security and Surveillance Services];
 - (x) a Vending Services Plan to meet the requirements as set out in Appendix 4K [Vending Services]; and
 - (y) updates to all other Plans as required to reflect any changes in policies, procedures and delivery methodologies employed by Project Co in its performance of the Services.

7.7 Five Year Maintenance Plan

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, preventive and replacement maintenance programs, including those set out in the Life Cycle Plan, to be undertaken during that period.

7.8 Life Cycle Plan

Project Co will establish and implement throughout the Operating Period in conjunction with, and include as a component of, the Five Year Maintenance Plan, an asset life cycle and rehabilitation plan for the

Facility (the “**Life Cycle Plan**”) for all Maintained Elements based on the Life Cycle Schedule 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 and performance 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 Province’s activities and programs at the Facility;
 - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility;
 - (6) specific refurbishment and life cycle replacement strategies, key assumptions and other provisions for all aspects of the Facility for which Project Co is responsible, categorized by major components within each category of the Maintained Elements; and
 - (7) the life cycle and replacement of Category 3 Equipment and Furniture with replacement equipment, furniture and/or components which meet or exceed the standards set out in Appendix 2E [Equipment and Furniture].

7.9 Environmental Management Plan

Project Co will, within one year of the Service Commencement Date, establish and implement throughout the Operating Period an ISO 14001 certified environmental management plan (the “**Environmental Management Plan**”) for the Facility and performance of the Services, (consistent with the Province’s Environmental Stewardship Policy, Environmental Management Plan and Environmental Management System) certified under ISO 14001, which will include Project Co’s policies and procedures for:

- (a) maintenance of a safe, compliant, working environment for the Facility and delivery of the Services through the use of processes, practices, materials, supplies and products that avoid or minimize the production of pollutants and waste thereby reducing the overall impact to human health systems, building components, life cycle and the environment;
- (b) maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances and reporting and recording the use of any such materials and products;
- (c) utilization of recognized risk assessment/management systems to ensure that standards are maintained in the performance of the Services, and that any adverse variance is recognized and corrected. Any non-conformances will be tracked and monitored in Project Co’s QMS;

- (d) compliance with all obligations under any Permits obtained for Design and Construction of the Facility that remain outstanding at the Service Commencement Date or that continue in effect after the Service Commencement Date;
- (e) investigation of all environmental incidents and preparation and delivery to the Province and other parties having jurisdiction, environmental incident reports. Such reports will be provided to the Province within 24 hours of occurrence of an incident and included in the PMR on a monthly basis;
- (f) managing and minimizing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances and reporting and recording all emissions to the Province;
- (g) managing fuel storage tanks;
- (h) managing sound pollution from the Facility;
- (i) implementing a proactive indoor air quality (IAQ) management program;
- (j) ensuring drinking water quality and safety;
- (k) implementing a proactive mould growth and legionella prevention program;
- (l) developing an environmental awareness program in conjunction with the Province;
- (m) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services;
- (n) reporting to the Province on the development and implementation of all programs and procedures intending to reduce the environmental impact of the delivery of the Services; and
- (o) providing an annual environmental compliance statement with respect to the Services and the Facility as part of the Annual Services Plan.

7.10 Energy Management Plan

Project Co will work with the Province's designate to establish and implement throughout the Operating Period an energy management plan (the "**Energy Management Plan**"). The Energy Management Plan for the Facility will be based on Good Industry Practice and will include Province Policies and Procedures and Project Co's policies and procedures for:

- (a) ensuring full commitment to responsible energy management without compromising the working environment and safety of Province Persons;
- (b) understanding Energy usage and identifying inefficient practices;
- (c) setting mutually agreed objectives and Annual Energy Targets to reduce Energy Consumption;
- (d) managing Energy usage and reducing the energy costs by implementing sound operating and maintenance practices, and more efficient technology, equipment or building systems as can be economically supported;

- (e) developing and promoting an energy awareness program for all persons working in the Building in conjunction with the Province;
- (f) participating in any government agency or utility programs that support or foster behaviour change programs relating to sustainability and energy conservation; and
- (g) meeting the requirements of Appendix 8C [Energy].

7.11 Quality Management System and Quality Management Plan

Project Co will develop, implement and maintain throughout the Operating Period, a Quality Management System (“**QMS**”) and Quality Management Plan certified by an independent ISO accredited auditor to comply with the ISO 9001: 2015 Standard as may be amended from time to time. The scope of the ISO certification of the QMS will include:

- (a) the requirements and principles of the ISO standard and all other applicable standards specified in this Schedule;
- (b) all Plans;
- (c) the operation, maintenance, lifecycle renewal and Handback of the Facility in accordance with the requirements of this Schedule;
- (d) the delivery of all Services;
- (e) the Performance Indicators;
- (f) the Performance Monitoring Report including the Payment Adjustment Report;
- (g) third party verification, audit and review procedures including preparing and implementing, in conjunction with the Province, surveys to receive direct feedback from the Facility Users regarding the delivery of the Services;
- (h) quality issues or non-conformances related to the Services that may be reasonably identified by the Province from time to time. Where the Province observes a significant or consistent non-performance on any Project Co Service, determined at the Province discretion, Project Co shall prepare a Performance Action Plan (“**PAP**”), upon written request by the Province. The PAP will be delivered within five Business Days and will describe the issues, identify the root cause(s) and contain a plan to address the identified issue(s), including a reasonable implementation schedule, with milestone dates for each key activity (8-9 activities per PAP), in accordance with Good Industry Practices;
- (i) preparation and delivery to the Province, an annual quality management report detailing the results of quality audits, non-conformances identified throughout the preceding year, quality measures and/or business process improvements to address such non-conformances and the results of customer satisfaction surveys; and
- (j) the Province Satisfaction System.

8. QMS CERTIFICATION

The Quality Management System will be certified as being compliant with the ISO 9001:2015 Standard within 365 days from the Service Commencement Date. If the QMS is not so certified within that time, failure will be:

- (a) a High Service Failure for the initial failure to achieve ISO certification of the QMS; and
- (b) a High Service Failure for each week, or part thereof until Project Co has delivered to the Province proof of certification of the QMS to the ISO 9001:2015 Standard.

9. PROVINCE SATISFACTION SYSTEM

9.1 Satisfaction System

- (a) No fewer than 120 days prior to the Target Service Commencement Date, Project Co will submit to the Province, Project Co's proposed system for assessment of designated Facility User' satisfaction with Project Co's provision of the Services (the "**Province Satisfaction System**"). Project Co's proposed Province Satisfaction System will:
 - (1) include a breakdown of each element of the Services to be surveyed (e.g. cleanliness, building and plant equipment, emergency response, asset management, general maintenance, facility condition, environmental controls, communication, cooperation, management of personnel and Sub-Contractors, responsiveness, reporting, invoicing, relationship management, realization of Province priorities, etc.) (each, a "**Surveyed Element**");
 - (2) specifically identify any questions designed to elicit information only ("**Informational Questions**"), and all questions to which the rated provisions of this Section will apply ("**Rated Questions**"), provided that, no more than 40% of the questions on a survey may be Informational Questions;
 - (3) include the weighting to be applied to each Surveyed Element and to each sub-component comprising the Surveyed Element;
 - (4) provide for each Rated Question to be measured using the following scale:

| | |
|--|--------------------------------------|
| 1 = Very Dissatisfied | 2 = Dissatisfied |
| 3 = Neither Satisfied nor Dissatisfied | 4 = Satisfied |
| 5 = Very Satisfied | N/A = Don't Know or Unable to Answer |
 - (5) provide for each Informational Question to be answered using either the same scale as set out in Section 9.1(a)(4)(4) of this Schedule, narrative responses or a combination of both; and
 - (6) be generally consistent with the Province's satisfaction system described in Appendix 4A [Proposal Extracts (Services)].
- (b) No fewer than 90 days prior to the Target Service Commencement Date, Project Co will submit a finalized draft of the Province Satisfaction System to the Province's Operating

Period Representative in accordance with Appendix 4G [Operating Period Review Procedures].

- (c) Project Co will implement the "REVIEWED" Province Satisfaction System by no later than the Service Commencement Date and will thereafter survey those Province Persons and other Facility Users designated by the Province, in accordance with the requirements of the Province Satisfaction System, at least once each Contract year.
- (d) Following completion of each survey of designated Province Persons and other Facility Users, Project Co will document the survey results in a written report, including a detailed breakdown of all satisfaction ratings on each Surveyed Element and a consolidated list of all narrative comments (each, a "**Province Satisfaction Report**"). For the purpose of this Section, Project Co's satisfaction rating in respect of a Surveyed Element will be the weighted average of all scores received in respect of the relevant Surveyed Element.
- (e) Within 30 Days of completion of each survey, Project Co will deliver to the Province's Operating Period Representative a copy of the Province Satisfaction Report, together with details of Project Co's proposed remedial plan if required in accordance with Section 9.1(f) of this Schedule.
- (f) For each Surveyed Element in respect of which:
 - (1) Project Co's satisfaction rating is 85% or greater, no remedial action will be required;
 - (2) Project Co's satisfaction rating is between 65% and 84.9%, Project Co will prepare a plan, acceptable to the Province, to promptly address and improve its performance of the relevant Services; and
 - (3) Project Co's satisfaction rating is less than 65%, Project Co will prepare a Performance Action Plan, acceptable to the Province, to promptly address and improve its performance of the relevant Services and review the progress of such plan monthly at the Operating Period Joint Committee meeting.
- (g) Where Section 9.1(f)(2) of this Schedule applies, unless Project Co achieves a satisfaction rating of 85% or greater in respect of the relevant Surveyed Element during the next scheduled survey then, without limiting the other requirements of this Section, such failure to achieve a satisfaction rating of 85% or greater shall be deemed to be a Medium Service Failure as described in Appendix 4H [Performance Indicators].
- (h) At least once every five years throughout the Term, Project Co will review and propose revisions to the Province Satisfaction System to:
 - (1) ensure that it at all times constitutes a meaningful and informative tool for assessment of Province Persons' and other Facility Users' satisfaction with Project Co's provision of the Services; and
 - (2) address any deficiencies or other weaknesses in the Province Satisfaction System which are identified by Project Co, the Province, the Operating Period Joint Committee or the survey respondents.

- (i) Project Co will submit all proposed Province Satisfaction System revisions to the Province's Operating Period Representative in accordance with Appendix 4G [Operating Period Review Procedures].

10. SERVICES

10.1 Operations and Maintenance Services

Project Co will perform the facility operations, maintenance and repair services described in Appendix 4C (the "**Operations and Maintenance Services**").

10.2 Help Desk Services

Project Co will perform the help desk services described in Appendix 4D (the "**Help Desk Services**").

10.3 Roads, Grounds and Landscape Services

Project Co will perform the maintenance services at the Site described in Appendix 4E (the "**Roads, Grounds and Landscape Services**").

10.4 Cleaning and Waste Management Services

Project Co will perform the cleaning and waste management and pest control services described in Appendix 4F (the "**Cleaning and Waste Management Services**").

10.5 Security and Surveillance Services

Project Co will perform the security and surveillance services described in Appendix 4J (the "**Security and Surveillance Services**").

10.6 Vending Services

Project Co will perform the vending services described in Appendix 4K (the "**Vending Services**").

10.7 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.

11. PERFORMANCE MONITORING AND REPORTING

11.1 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;

- (c) Project Co reporting all Demand Requisitions through the Help Desk, including those Demand Requisitions reported to or identified by Project Co separately from the Help Desk, with the intent that the Help Desk will produce a complete record of all Demand Requisitions; and
- (d) 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.

11.2 Periodic Reporting

Project Co will prepare and deliver to the Province in accordance with Sections 7 and 8 of Schedule 8 [Payments] a performance monitoring report (the "**Performance Monitoring Report**") for each Payment Period which will include the following information with respect to the relevant Payment Period:

- (a) a certification statement from Project Co that performance monitoring and reporting for the Payment Period has been performed in accordance with the requirements of this Agreement and that other than the exceptions noted in the Performance Monitoring Report, all Services have been performed in accordance with the requirements of this Agreement;
- (b) an executive summary narrative of the Services and all monitoring which has been performed pursuant to the Performance Monitoring Program for the Reporting Period highlighting key events and/or incidents at the Facility, an overview of service delivery performance, Deductions and Province-funded activities;
- (c) the Payment Adjustment Report in accordance with Schedule 8 [Payments];
- (d) a summary of Demand Requisitions received by the Help Desk including the applicable Response Time and Rectification Period, and Project Co's actual time of Response and Rectification; to include for that Payment Period;
 - (1) all new Demand Requisitions opened and closed and their present status;
 - (2) all Demand Requisitions brought forward from the prior Payment Period and their present status; and
 - (3) all open Demand Requisitions carried forward from the prior Payment Period and their present status;
- (e) identification of all Service Failures including Project Co's Response Time and Rectification Time for each event along with a narrative describing the event, action(s) taken and what quality assurance measures, if any, will be implemented to prevent future similar failures;
- (f) identification of all Unavailability Events, areas and Functional Units affected, duration, cause and Project Co's Response Time and Rectification Time for each event including a narrative describing the event, action(s) taken and what quality assurance measures, if any, will be implemented to prevent future similar failures;
- (g) identification of any Temporary Repairs and/or Temporary Alternative Accommodation as described in Schedule 8 [Payments];

- (h) a summary of the correction of Deficiencies, including all operational readiness deficiencies;
- (i) identification of any Reporting Errors from previous reporting periods;
- (j) all statistical data required for any provincial or federal reports or returns reasonably required by the Province;
- (k) 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;
- (l) 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;
 - (3) any deferred maintenance for the period and completion of any deferred maintenance from the previous reporting period; and
 - (4) the delivery of all other Services.
- (m) energy reports;
- (n) environmental reports;
- (o) waste management and recycling reports;
- (p) cleaning reports and audits; .
- (q) Malicious Damage reports;
- (r) security reports;
- (s) all incident reports;
- (t) quality assurance reports and audits including:
 - (1) summary of quality assurance activities;
 - (2) non-conformance reports;
 - (3) quality and business process improvement initiatives; and
 - (4) a summary of any satisfaction surveys;
- (u) an IMIT report for the period including:

- (1) a summary of all system and infrastructure maintenance, upgrades and repairs undertaken during the period;
- (2) results of any testing of systems and infrastructure including verification of interoperability with Province systems;
- (3) details of all incidents, failures, issues and a summary of remedial actions taken including identification of non-conformances in Project Co's QMS; and
- (4) details of any planned system and infrastructure maintenance, upgrades and repairs for the ensuing period consistent with the Province's change management processes as applicable;
- (v) reports required by the Province in respect of the failure of any Maintained Element;
- (w) proposed changes to Services or delivery methodology; and
- (x) notices and/or issues for referral to the Operating Period Joint Committee

11.3 Incident Reporting

Project Co will deliver written incident reports related to any Event, failure or other circumstances related to the Services as may be reasonably requested by the Province within 24 hours of such requests in a format acceptable to the Province. Critical incidents will be reported immediately by telephone to the ALC Representative. Project Co will work collaboratively with the Province in the development of standardized incident reports and protocols;

11.4 Province Inspection and Audit

Project Co will, on reasonable notice from the Province:

- (a) permit the Province 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 Province with any audit or inspection of the Facility, the Services or the Performance Monitoring Program undertaken by the Province.

11.5 Reporting Failures

Any failure of Project Co to prepare and submit to the Province 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.

11.6 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 Province prior to its discovery by the Province, prior to 5:00 p.m. on the next Business Day pay to the Province an amount equal to the amount overpaid by the Province as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Province to the date of repayment to the Province; or
 - (2) if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, prior to 5:00 p.m. on the next Business Day pay to the Province an amount equal to twice the amount overpaid by the Province as a result of the Reporting Error,

provided that from the Service Commencement Date to the end of the first year after the Service Commencement Date, Section 11.6(a)(2) will only apply to Reporting Errors that result from wilful acts or omissions of Project Co; and
- (b) the Province will immediately pay to Project Co an amount equal to the amount underpaid by the Province as a result of the Reporting Error.

11.7 Parties to Advise of Reporting Errors

If at any time either the Province 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.

11.8 Increased Monitoring

If:

- (a) Project Co incurs Deductions exceeding \$30,000 (Index Linked) in any Payment Period in relation to the Services; 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 Province may increase its monitoring of the performance by Project Co under this Agreement and carry out any inspections and audits which it reasonably requires for a period of up to 90 days. Project Co will reimburse the Province for all reasonable costs and expenses incurred by the Province in carrying out such additional monitoring, inspections and audits within five Business Days after the Province delivers an invoice to Project Co for such amounts.

11.9 Replacement of Non-Performing Service Provider or Sub-Contractor

If Project Co has accrued Deductions in excess of \$80,000 (Index Linked) in any two consecutive Payment Periods or \$160,000 (Index Linked) in any twelve consecutive Payment Periods in relation to the

Services, the Province may, by notice to Project Co (a “**Sub-Contractor Termination Notice**”), require Project Co to cause:

- (a) the termination of the Sub-Contract of the Sub-Contractor or Sub-Contractors, if any, delivering the Service which gave rise to such Deductions; or
- (b) if the Service which gave rise to such Deductions is being provided directly by the Service Provider, the termination of the Service Provider’s engagement to provide such Service.

Within 90 days of receipt of the Sub-Contractor Termination Notice, Project Co will cause a replacement of such Sub-Contractor or Sub-Contractors or Service Provider (in respect of such Services) as the case may be, in accordance with Sections 4.5 to 4.9 of this Agreement.

11.10 Province’s Right of Access

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

12. HANDBACK

12.1 Handback Requirements

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

**APPENDIX 4A
PROPOSAL EXTRACTS (SERVICES)**

Nil.

APPENDIX 4B
HANDBACK REQUIREMENTS

APPENDIX 4C
OPERATIONS AND MAINTENANCE SERVICES

APPENDIX 4D
HELP DESK SERVICES

APPENDIX 4E

ROADS, GROUNDS AND LANDSCAPE SERVICES

APPENDIX 4F
CLEANING AND WASTE MANAGEMENT SERVICES

APPENDIX 4G
OPERATING PERIOD REVIEW PROCEDURES

APPENDIX 4H
PERFORMANCE INDICATORS

APPENDIX 4I
LIFE CYCLE SCHEDULE

APPENDIX 4J
SECURITY AND SURVEILLANCE SERVICES

**APPENDIX 4K
VENDING SERVICES**