# **SCHEDULE 4**

# SERVICES PROTOCOLS AND SPECIFICATIONS

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APPENDIX 4A PROPOSAL EXTRACTS (SERVICES)

**APPENDIX 4B RENOVATION SERVICES** 

APPENDIX 4C HANDBACK REQUIREMENTS

APPENDIX 4D PLANT SERVICES (NEW FACILITY ONLY)

APPENDIX 4E PLANT SERVICES (OTHER SITE FACILITIES ONLY)

APPENDIX 4F HELP DESK SERVICES

APPENDIX 4G UTILITY MANAGEMENT SERVICES

**APPENDIX 4H GENERAL MANAGEMENT SERVICES** 

APPENDIX 4I ENVIRONMENTAL AND SUSTAINABILITY SERVICES

APPENDIX 4J PARKING SERVICES

## **SCHEDULE 4**

## SERVICES PROTOCOLS AND SPECIFICATIONS

## 1. DEFINITIONS AND INTERPRETATION

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

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

"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) Plant Services Policy Manual:
  - (1) all subsections;
- (b) Authority Administrative Policy Manual:
  - (1) Safety Footwear in the Workplace Guideline;
  - (2) AU4000 Theft, Fraud and Corruption;
  - (3) AU1000 Workplace Environment;
  - (4) AV0100 Occupational Health and Safety Program;
  - (5) AV0200 Working Alone or in Isolation;
  - (6) AV0400 Workplace Hazardous Materials Information Systems (WHMIS);
  - (7) AV1300 Staff Influenza Immunization and Exclusion;
  - (8) AV2000 Smoke Free Environment;
  - (9) AV2500 Violence Prevention;
  - (10) AW0600 Identification and Access Control;
  - (11) AV0500 Transportation of Dangerous Goods;
  - (12) Plant Services Asbestos Control Plan; and
  - (13) Ministry of Public Safety and Solicitor General Type A Criminal Record Check, or equivalent;
- (c) Emergency Preparedness Manual:
  - (1) General; and
  - (2) RIH specific; and
- (d) Infection Control:
  - (1) Section IX0900 (Construction Projects); and
  - (2) Section IX1000 (Construction and Renovation Guidelines),

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

"BMS" means the computerized building management system for the Facility;

"CMMS" means the computerized maintenance management system for the Facility;

"Continuous Improvement Plan" has the meaning set out in Section 4.8 of this Schedule;

"CSB Service Commencement" has the meaning set out in Section 11.2 of this Schedule;

"**Demand Requisition**" means any request for service, report of a Service Failure, report of an Unavailability Event or any other report or inquiry 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;

"Energy Management Plan" has the meaning set out in Section 4.6 of this Schedule;

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

"Environmental and Sustainability Services" has the meaning set out in Section 5.6 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 Plan" has the meaning set out in Section 4.3 of this Schedule;

"General Management Services" has the meaning set out in Section 5.5 of this Schedule;

"Handback Requirements" means the requirements set out in Appendix 4C;

"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 Section 5.3 of this Schedule;

"Life Cycle Plan" has the meaning set out in Section 4.4 of this Schedule;

"Life Cycle Report" has the meaning set out in Section 4.1 of this Schedule;

"Miscellaneous Occupant Request Services" has the meaning set out in Section 8.1 of this Schedule;

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

"Operating Period Representative" has the meaning set out in Section 2.1 of this Schedule;

"Other Site Service Commencement" has the meaning set out in Section 9.2 of this Schedule;

"Parking Services" has the meaning set out in Section 5.7 of this Schedule;

"**Performance Indicators**" means the performance indicators described in each of Appendix 4D [Plant Services (New Facility Only)], Appendix 4E [Plant Services (Other Site Facilities Only)], Appendix 4F [Help Desk Services], Appendix 4G [Utility Management Services], Appendix 4H [General Management Services], Appendix 4I [Environmental and Sustainability Services] and Appendix 4J [Parking Services];

"**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 Plan, the Life Cycle Plan, the Environmental Management Plan, the Energy Management Plan, the Services Quality Plan and the Continuous Improvement Plan;

"Plant Services" has the meaning set out in Section 5.1 of this Schedule;

"Proposal Extracts (Services)" means the proposal extracts attached as Appendix 4A;

"Renovation Services" has the meaning set out in Section 5.1 of this Schedule;

"Reporting Error" has the meaning set out in Section 6.5 of this Schedule;

"**Respond**" and "**Response**" means 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;

"**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;

"SAP" has the meaning set out in Section 6.9 of this Schedule;

"SAP Due Date" has the meaning set out in Section 6.9 of this Schedule;

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

"Services Quality Plan" has the meaning set out in Section 4.7 of this Schedule;

"Sub-Contractor Termination Notice" has the meaning set out in Section 6.8 of this Schedule; and

"Utility Management Services" has the meaning set out in Section 5.4 of this Schedule.

In the Appendices to this Schedule 4:

- (a) references to the "New Buildings" and similar terms are references to the New Facility; and
- (b) references to the "Existing Buildings" and similar terms are references to the Other Site Facilities.

#### 2. ADMINISTRATION

#### 2.1 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's Operating Period Representative will be a Key Individual. A party's Design and Construction Representative may also be the party's Operating Period Representative.
- d) Subject to Section 2.8 of this Agreement in respect of Key Individuals, a party may at any time and at its discretion by written notice to the other party change the individual appointed as its Operating Period Representative.
- e) 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.
- f) In addition to the individual required in Section 2.3(i) of Appendix 4H [General Management Services], Project Co will appoint, or cause the Service Provider to appoint a site general manager to act as the Service Provider Lead described in Schedule 17 [Key Individuals]. Such individual will be based and perform substantially all of their services onsite at the RIH Campus.

## 2.2 Operating Period Committee

- a) Not more than twenty Business Days after the Effective 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. The Operating Period Joint Committee will have its first meeting within such period of twenty Business Days after the Effective Date.
- 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 subcommittees 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 4.10 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 (nonvoting) 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 Authority or Project Co.
- f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) in person at least once each month and from time to time as necessary at a location in Kamloops to be agreed between the parties. 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 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.

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 Authority 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 Authority.

## 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 and all such Authority Policies will be interpreted to apply to Project Co, the Project Contractors and its Sub-Contractors and each of their respective employees in the same manner as applicable to the employees and sub-contractors of the Authority;
- d) to the standards required to maintain the Facility's full accreditation under the Canadian Council on Health Services Accreditation Program, 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 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, provided that in all cases such standard or standards will be applied taking into account the age, use and reasonable wear and tear of the 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, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

## 3.4 Scored Elements Commitments

For purposes of this Section 3.4, "FTE" refers to full-time equivalent.

Project Co acknowledges that in its proposal for the Project, Project Co proposed, and the Authority considered and awarded Project Co this Agreement on the basis of, the following requirements of Project Co:

a) For staffing levels

Project Co will provide a minimum of 21 total management and tradesperson staff at all times from the Other Site Service Commencement until Service Commencement. Unless otherwise agreed by the Authority, acting reasonably, the following is the breakdown of this staffing solution:

Management	FTE Provided
Facility General Manager	1
Site Service Manager	1
Administrator	1
Administrative Clerk/Help Desk	1
	4

In House FTE Summary – Other Service Commencement					
Tradesperson	FTE Provided				
Chief Power Engineer	1				
Head Electrician FSR	1				
Power Engineer	4				
Electrician	1				
Plumber	1				
Painter	1				
EL Control Tech	1				
Refrigeration/Air Conditioner Mechanic	2				
Maintenance Assistant	4				
Project Coordinator/Carpenter	1				
	17				

Project Co will provide a minimum of 25 total management and tradesperson staff at all times from Service Commencement until the end of the Term. Unless otherwise agreed by the Authority, acting reasonably, the following is the breakdown of the staffing solution:

Management	FTE Provided
Facility General Manager	1
Site Service Manager	1
Administrator	1
Administrative Clerk/Help Desk	2
·	5

In House FTE Summary –Service Commencement					
Tradesperson	FTE Provided				
Chief Power Engineer	1				
Head Electrician FSR	1				
Power Engineer	5				
Electrician	2				
Plumber	1				
Painter	1				
EL Control Tech	1				
Refrigeration/Air Conditioner Mechanic	2				
Maintenance Assistant	5				
Project Coordinator/Carpenter	1				
	20				

Project Co will at all times from Service Commencement until the end of the Term provide the 7day weekly staffing model with the FTE count by labour classification for both Other Site Service Commencement and Service Commencement as presented in the next two Tables and in accordance with the Staffing Schedule set out in the Proposal Extracts (Services).

			WEEKLY S	TAFF SCHE	DULE			
<u>Trade*</u>	<u>Monday</u> <u>Worked</u> <u>Hours</u>	<u>Tuesday</u> <u>Worked</u> <u>Hours</u>	<u>Wednesday</u> <u>Worked</u> <u>Hours</u>	<u>Thursday</u> <u>Worked</u> <u>Hours</u>	<u>Friday</u> <u>Worked</u> <u>Hours</u>	<u>Saturday</u> <u>Worked</u> <u>Hours</u>	<u>Sunday</u> <u>Worked</u> <u>Hours</u>	<u>Worked</u> <u>Hours</u>
Power Engineer	<u>32.00</u>	<u>32.00</u>	<u>32.00</u>	<u>32.00</u>	<u>24.00</u>	<u>24.00</u>	<u>24.00</u>	<u>200.00</u>
Maintenance Assistant	<u>16.00</u>	<u>16.00</u>	<u>12.00</u>	<u>12.00</u>	<u>16.00</u>	<u>24.00</u>	<u>24.00</u>	<u>120.00</u>
<u>Electrician</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>-</u>	<u>-</u>	<u>80.00</u>
EL Controls Tech	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
<u>Maintenance Assistant</u> (Groundskeeper)	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	=	-	<u>40.00</u>
<u>Carpenter</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
<u>Plumber</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
<u>Painter</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
Refrigeration/Air Conditioning Mechanic	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	-	-	<u>80.00</u>
Grand Total	<u>120.00</u>	<u>120.00</u>	<u>116.00</u>	<u>116.00</u>	<u>112.00</u>	<u>48.00</u>	<u>48.00</u>	<u>680.00</u>

		WEEKLY STAFF SCHEDULE						
<u>Trade*</u>	<u>Monday</u> <u>Worked</u> <u>Hours</u>	<u>Tuesday</u> <u>Worked</u> <u>Hours</u>	<u>Wednesday</u> <u>Worked</u> <u>Hours</u>	<u>Thursday</u> <u>Worked</u> <u>Hours</u>	<u>Friday</u> <u>Worked</u> <u>Hours</u>	<u>Saturday</u> <u>Worked</u> <u>Hours</u>	<u>Sunday</u> <u>Worked</u> <u>Hours</u>	<u>Worked</u> <u>Hours</u>
Power Engineer	<u>32.00</u>	<u>32.00</u>	<u>32.00</u>	<u>32.00</u>	<u>24.00</u>	<u>24.00</u>	<u>24.00</u>	200.00
<u>Maintenance</u> <u>Assistant</u>	<u>24.00</u>	<u>24.00</u>	<u>24.00</u>	<u>24.00</u>	<u>16.00</u>	<u>24.00</u>	<u>24.00</u>	<u>160.00</u>
<u>Electrician</u>	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>	<u>20.00</u>	<u>-</u>	<u>-</u>	<u>100.00</u>
EL Controls Tech	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>-</u>	<u>-</u>	<u>60.00</u>
<u>Maintenance</u> <u>Assistant</u> (Groundskeeper)	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	Ξ	=	<u>40.00</u>
<u>Carpenter</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	-	-	<u>40.00</u>
<u>Plumber</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
<u>Painter</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>	<u>-</u>	<u>-</u>	<u>40.00</u>
Refrigeration/Air Conditioning	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>	<u>-</u>	<u>-</u>	<u>80.00</u>

<u>Mechanic</u>								
Grand Total	<u>136.00</u>	<u>136.00</u>	<u>136.00</u>	<u>136.00</u>	<u>120.00</u>	<u>48.00</u>	<u>48.00</u>	<u>760.00</u>

## b) Staff Qualification

Unless otherwise agreed by the Authority, acting reasonably, Project Co will provide staff qualification as described in the staff profiles set out in Attachment 1.

#### c) Specific Staff Training

Unless otherwise agreed by the Authority, acting reasonably, Project Co will provide specific staff training as described in Attachment 2. If employees have previous exposure to site elements and can show competence on building components listed within this matrix, previous experience will, subject to the Authority's agreement acting reasonably, be accepted in place of formal training. Project Co will not be relieved of requirements of applicable Laws.

Project Co acknowledges that such requirements are in addition to any other requirements of Project Co in relation to the Services, and that, without limiting any other Deductions for Unavailability Events or Service Failures, any failure of Project Co to meet any such requirements will be deemed to be a High Service Failure as set out below for each day that such requirements are not met.

Project Co will in the Performance Monitoring Report for each Payment Period report the daily performance of each of the requirements set out in Sections 3.4a), b) and c).

Failure by Project Co to report any such requirement will be deemed to be a failure to meet such requirement for each day in such Payment Period.

In respect of requirements of Section 3.4a), for each Payment Period if (i) Project Co fails to meet in aggregate 90% or more of the requirements, or (ii) Project Co fails to meet 100% of the requirements for more than 15 days, then each day in the Payment Period that Project Co fails to meet 100% of the requirements will be deemed to be a High Service Failure for such day.

In respect of requirements of Section 3.4b), any failure of Project Co in any day to meet any of the requirements will be deemed to be a High Service Failure for such day.

In respect of requirements of Section 3.4c), any failure of Project Co in any day to meet any of the requirements will be deemed to be a High Service Failure for such day.

Project Co may propose a plan to address any failure to meet the requirements of 3.4b) and 3.4c) and the Authority may accept such plan in the Authority's discretion. If such plan is accepted and Project Co meets the requirements of such plan, Project Co will be relieved of the High Service Failures. If Project Co fails to meet any requirements of such plan, Project Co will not be relieved of any of the High Service Failures and such High Service Failures will be applied as if Project Co had not proposed, and the Authority had not accepted, such plan.

#### 4. OPERATING PERIOD PLANS

#### 4.1 Life Cycle Reports and Service Commencement and Startup Plans

a) Project Co will prepare in consultation with the Design-Builder and the Service Provider with respect to each of the Other Site Facilities, the Select Campus-Wide Systems, the CSB and the New Facility (other than the CSB), a service commencement and startup plan (a "Service Commencement and Startup Plan"). The Service Commencement and Startup Plans for the Other Site Facilities, the Select Campus Wide Systems and the CSB may be combined in one submission.

- b) Project Co will prepare in consultation with the Design-Builder and the Service Provider a report ("Life Cycle Report") that sets out the proposed parameters for the anticipated life of major elements and major systems of the New Facility and the Life Cycle Requirements relating thereto, to be used as a basis for the Life Cycle Plan for the New Facility. A Life Cycle Report will be provided to the Authority as part of the Service Commencement and Startup Plan for each of the Other Site Facilities and that part of the Select Campus-wide Systems in the existing facilities on the RIH Campus only, the CSB and the New Facility (other than the CSB) as provided below.
- c) Other Site Facilities

The Service Commencement and Startup Plan for the Other Site Facilities must be reasonable having regard to the requirements of this Agreement and will be developed and finalized in accordance with the following:

- (1) the Service Commencement and Startup Plan for the Other Site Facilities will incorporate the following components:
  - (A) a schedule identifying the tasks to be completed prior to the Other Site 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 Other Site Service Commencement Date;
  - (B) an Annual Service Plan for the period from the Other Site Service Commencement Date until the start of the next Contract Year;
  - (C) a preliminary Environmental Management Plan;
  - (D) a preliminary Services Quality Plan;
  - (E) a preliminary Energy Management Plan;
  - (F) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at Other Site Service Commencement, including a template form of the Performance Monitoring Report; and
  - (G) a Life Cycle Report for those parts of the Select Campus-wide Systems that are included in the existing facilities on the RIH Campus,

and Project Co will implement such Service Commencement and Startup Plan prior to Other Site Service Commencement in respect of the matters set out in Section 4.1(c)(1)(A) and on the Other Site Service Commencement Date in respect of the other matters;

(2) Project Co will deliver the draft components of the Service Commencement and Startup Plan for the Other Site Facilities to the Authority in accordance with the timelines set out in the following table:

Relevant Section of this Schedule	Component of Service Commencement and Startup Plan	Timeline for Delivery
4.1(c)(1)(A)	Schedule of tasks to be completed prior to the Other Site Service Commencement Date	Within 10 Business Days after the Effective Date
4.1(c)(1)(B)	Annual Service Plan	For all parts of the Annual Service Plan other than the comprehensive Preventive Maintenance Plan, within 60 days after the Effective Date
		For the complete draft of the Annual Service Plan, within 120 days after the Effective Date
4.1(c)(1)(C)	Environmental Management Plan	Within 90 days after the Effective Date
4.1(c)(1)(D)	Services Quality Plan	Within 60 days after the Effective Date
4.1(c)(1)(E)	Energy Management Plan	Within 90 days after the Effective Date
4.1(c)(1)(F)	Description of Performance Monitoring Programme, including template form of Performance Monitoring Programme, including a template form of Performance Monitoring Report	Within 60 days after the Effective Date
4.1(c)(1)(G)	Life Cycle Report for those parts of the Select Campus- wide Systems that are included in the existing facilities on the RIH Campus	Within 120 days after the Effective Date

- (3) If Project Co fails to deliver any component of the Service Commencement and Startup Plan for the Other Site Facilities and Select Campus-Wide Systems in accordance with the timelines for delivery of such components set out in the table in 4.1(c)(2) above, the Authority will be entitled to make a Deduction of \$2,500 for each week, or part thereof, from the date such component should have been delivered until the date Project Co has delivered such component to the Authority.
- (4) For purposes of review and revision of the draft Service Commencement and Startup Plan for the Other Site Facilities and Select Campus-Wide Systems, the Authority will provide its comments, if any, on each draft component to Project Co within 20 Business Days of receipt of the draft; Project Co will deliver a revised draft of that component not less than 10 Business Days after receiving the Authority's comments; and the Authority will, within 5 Business Days of receipt of the revised draft of that component, advise Project Co whether the Authority accepts such component, and if the Authority does not accept it the Authority will

provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them.

d) CSB

The Service Commencement and Startup Plan for the CSB must be reasonable having regard to the requirements of this Agreement and will be developed and finalized in accordance with the following:

- (1) the Service Commencement and Startup Plan for the CSB will incorporate the following components:
  - (A) a schedule identifying the tasks to be completed prior to the CSB 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 CSB Service Commencement Date;
  - (B) an Annual Service Plan for the period from the CSB Service Commencement Date until the start of the next Contract Year to the extent there are any updates or changes from that submitted for the Other Site Facilities and Select Campus-Wide Systems;
  - (C) a Life Cycle Report;
  - a preliminary Environmental Management Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities and Select Campus-Wide Systems;
  - (E) a preliminary Services Quality Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities and Select Campus-Wide Systems;
  - (F) a preliminary Energy Management Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities and Select Campus-Wide Systems; and
  - (G) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at CSB Service Commencement, including a template form of the Performance Monitoring Report,

and Project Co will implement such Service Commencement and Startup Plan prior to CSB Service Commencement in respect of the matters set out in Section 4.1(d)(1)(A) and on the CSB Service Commencement Date in respect of the other matters;

(2) Project Co will deliver draft components of the Service Commencement and Startup Plan for the CSB to the Authority in accordance with the timelines set out in the following table:

Relevant Section of this Schedule	Component of Service Commencement and Startup Plan	Timeline for Delivery
4.1(d)(1)(A)	Schedule of tasks to be completed prior to the CSB Service Commencement Date	Within 10 Business Days after the Effective Date
4.1(d)(1)(B)	Annual Service Plan	For all parts of the Annual Service Plan other than the comprehensive Preventive Maintenance Plan, within 60 days after the Effective Date. For the complete draft of the Annual Service Plan, within 120 days after the Effective Date
4.1(d)(1)(C)	Life Cycle Report	Within 120 days after the Effective Date
4.1(d)(1)(C)	Environmental Management Plan	Within 90 days after the Effective Date
4.1(d)(1)(D)	Services Quality Plan	Within 60 days after the Effective Date
4.1(d)(1)(E)	Energy Management Plan	Within 90 days after the Effective Date
4.1(d)(1)(F)	Description of Performance Monitoring Programme, including template form of Performance Monitoring Programme, including a template form of Performance Monitoring Report	Within 60 days after the Effective Date

- (3) If Project Co fails to deliver any component of the Service Commencement and Startup Plan for the CSB in accordance with the timelines for delivery of such components set out in the table in 4.1(d)(2) above, the Authority will be entitled to make a Deduction of \$2,500 for each week, or part thereof, from the date such component should have been delivered until the date Project Co has delivered such component to the Authority.
- (4) For purposes of review and revision of the draft Service Commencement and Startup Plan for the CSB, the Authority will provide its comments, if any, on each draft component to Project Co within 20 Business Days of receipt of the draft; Project Co will deliver a revised draft of that component not less than 10 Business Days after receiving the Authority's comments; and the Authority will, within 5 Business Days of receipt of the revised draft of that component, advise Project Co whether the Authority accepts such component, and if the Authority does not accept it the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them.

e) New Facility (other than the CSB)

The Service Commencement and Startup Plan for the New Facility (other than the CSB) must be reasonable having regard to the requirements of this Agreement and will be developed and finalized in accordance with the following:

- (1) the Service Commencement and Startup Plan for the New Facility (other than the CSB) will incorporate the following components:
  - (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) an Annual Service Plan for the period from the Service Commencement Date until the start of the next Contract Year to the extent there are any updates or changes from that submitted for the Other Site Facilities, Select Campus-Wide Systems or the CSB or there are items specific to the New Facility (other than the CSB);
  - (C) a Life Cycle Report;
  - a preliminary Environmental Management Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities, Select Campus-Wide Systems or the CSB;
  - (E) a preliminary Services Quality Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities, Select Campus-Wide Systems or the CSB;
  - (F) a preliminary Energy Management Plan, to the extent there are any updates or changes from that submitted for the Other Site Facilities, Select Campus-Wide Systems or the CSB; and
  - (G) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at Service Commencement, including a template form of the Performance Monitoring Report,

and Project Co will implement such Service Commencement and Startup Plan prior to Service Commencement in respect of the matters set out in Section 4.1(e)(1)(A) and on the Service Commencement Date in respect of the other matters.

(2) Project Co will submit draft components of the Service Commencement and Startup Plan for the New Facility (other than the CSB) to the Authority in accordance with the following table:

Relevant Section of this Schedule	Component of Service Commencement and Startup Plan	Timeline for Submission of draft Plan
4.1(e)(1)(A)	Schedule of tasks to be completed prior to the Service Commencement Date	At least 365 days before the Target Service Commencement Date
4.1(e)(1)(B)	Annual Service Plan	At least 240 days before the Target Service Commencement Date

Relevant Section of this Schedule	Component of Service Commencement and Startup Plan	Timeline for Submission of draft Plan
4.1(e)(1)(C)	Lifecycle Report	At least 240 days before the Target Service Commencement Date
4.1(d)(2)(D)	Environmental Management Plan	At least 240 days before the Target Service Commencement Date
4.1(d)(2)(E)	Services Quality Plan	At least 240 days before the Target Service Commencement Date
4.1(d)(2)(F)	Energy Management Plan	At least 240 days before the Target Service Commencement Date
4.1(d)(2)(G)	Description of Performance Monitoring Programme, including template form of Performance Monitoring Programme, including a template form of Performance Monitoring Report	At least 240 days before the Target Service Commencement Date

- (3) the Authority will, acting reasonably, make itself available to consult with Project Co, the Service Provider and the Design-Builder in connection with the development of the Service Commencement and Startup Plan for the New Facility (other than the CSB).
- (4) Project Co will deliver preliminary drafts of each of the components of the Service Commencement and Startup Plan to the Authority in accordance with the timelines set out in the table above, failing which the Authority will be entitled to make a Deduction of \$2,500 for each week, or part thereof after, from the date each such component should have been delivered until Project Co has delivered to the Authority a preliminary draft of such component. Provided that if Project Co has not delivered to the Authority a preliminary draft of any component, by the date falling 150 days before the Target Service Commencement Date, the Deduction applicable for each undelivered component under this Section 4.1(e)(4) will increase to \$5000;
- (5) the Authority will provide its comments, if any, on the preliminary drafts of each component of the Service Commencement and Startup Plan for the New Facility (other than the CSB) to Project Co within 20 Business Days of receipt of the preliminary drafts;
- (6) Project Co will deliver revised drafts of each component of the Service Commencement and Startup Plan for the New Facility (other than the CSB) to the Authority not less than 60 days after receiving the Authority's comments on the preliminary drafts of such components, failing which, the Authority will be entitled to make a Deduction of \$5,000 for each week, or part thereof, after the date falling 60 days after the Authority delivered its comments on the preliminary draft of the component until Project Co has delivered such revised draft;
- (7) the Authority will, within 15 Business Days of receipt of the revised drafts, advise Project Co whether the Authority accepts such component of the Service

Commencement and Startup Plan for the New Facility (other than the CSB), and if the Authority does not accept such component the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;

- (8) if the Authority does not accept all components of the Service Commencement and Startup Plan for the New Facility (other than the CSB), the parties will, acting reasonably, diligently work together with a view to revising any component that has not been accepted, to address the Authority's reasons for non-acceptance, and Project Co will submit the Service Commencement and Startup Plan for the New Facility (other than the CSB) to the Authority's Operating Period Representative no later than 120 days before the Target Service Commencement Date;
- (9) if the Authority has not accepted any component of the Service Commencement and Startup Plan for the New Facility (other than the CSB) by the date that is 120 days before the Target Service Commencement Date, Project Co may refer the dispute to the Dispute Resolution Procedure to determine whether Project Co's proposed Service Commencement and Startup Plan for the New Facility (other than the CSB) is reasonable; and
- (10) if the Authority has not accepted all components of the Service Commencement and Startup Plan by the Target Service Commencement Date, unless such components have been determined to be reasonable under the Dispute Resolution Procedure, the Authority will be entitled to make a Deduction of \$6,000 for each week, or part thereof, after the Service Commencement Date until all components of the Service Commencement and Startup Plan for the New Facility (other than the CSB) has been accepted by the Authority or it is determined through the Dispute Resolution Procedure that Project Co's proposed Service Commencement and Startup Plan for the New Facility (other than the CSB) is reasonable.
- f) Any Deduction the Authority is entitled to make pursuant to this Section 4.1 will be made from Service Payments.
- g) Deductions made pursuant to this Section 4.1 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or 6.7 or 6.8 of this Schedule.

## 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 and staffing schedule for all employees of Project Co, the Service Provider and Sub-Contractors which includes:

- (1) provision of:
  - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees with the skills necessary to perform the Services;
  - (B) a designated site manager (who may be the general manager referred to in Section 2.3(i) of Appendix 4H [General Management Services]) or responsible delegates who will be contactable by the Authority and one of whom will be available to be on Site within one hour's notice from the Authority; and
  - (C) sufficient and appropriately qualified, licensed, trained, experienced and competent Sub-Contractors with the skills necessary to perform the Services, for those Services for which specialty labour is required;
- (2) policies and procedures with respect to:
  - (A) occupational health and workplace safety including:
    - 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;
    - 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 or other communicable diseases and otherwise to meet the requirements of Sections 2.8(b)(5) and 2.8(b)(6) of Appendix 4H [General Management Services];
    - (iii) personal hygiene and hand washing;
    - the provision of appropriate dress and appropriate personal protective equipment (gowns, face shields, masks, hard hats, safety vests, safety footwear, eye protection, hearing protection, arc-flash protection, 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; and
  - (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 individual suffering from any illness which may compromise the health or safety of any Facility User;
- (4) procedures for ensuring all new employees of Project Co, the Service Provider or any Sub-Contractors (and their employees) do not commence work until the results of a recent criminal record check is received, reviewed and is satisfactory in accordance with the Authority Policies;
- c) 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, including the Select Campus-wide Systems, all building systems and all other electronic monitoring systems and equipment provided by Project Co;
- d) a schedule of training and re-training as described in Section 4.2c) above that will be provided in the ensuing year;
- e) [Not Used]
- a summary of the Performance Monitoring Reports, relating to Preventive Maintenance, Other Site Demand Maintenance, New Facility Demand Maintenance and Miscellaneous Occupant Request Services undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions undertaken;
- g) a Preventive Maintenance plan for the ensuing year, incorporating a comprehensive Preventive Maintenance program comprised of planned and scheduled cyclical maintenance of all building elements, components, systems and equipment that are planned, scheduled, controlled and monitored utilizing the CMMS and including:
  - (1) hierarchical based component identification;
  - (2) description (make, model, serial #, capacity);
  - (3) location of the work to be undertaken;
  - (4) priority classification;
  - (5) unique identification code;
  - (6) maintenance job plan description including:
    - (A) detailed maintenance procedures;
    - (B) a method statement in respect of any proposed work;
    - (C) warranty requirements;
    - (D) parts and consumables;
    - (E) regulatory or statutory requirements; and
    - (F) special instructions;
  - (7) frequency;

- (8) date and time when the work is scheduled to be performed;
- (9) maintenance history including planned and unplanned;
- (10) service provider (staff or contractor);
- (11) status;
- (12) notes including inspection observations, recommendations and comments;
- (13) 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;
- (14) a risk assessment, including with respect to health and safety;
- (15) any changes to any of Project Co's access times that are proposed by either the Authority or by Project Co; and
- a list of changes made from the previous year's Preventive Maintenance plan, including to outline new equipment and changes to code requirements or manufacturers' requirements;
- h) provision for:
  - (1) updating the cable infrastructure operational plan and communicating any such updates to the Authority as required by the Authority; and
  - (2) evaluating the maximum Facility demand for services and utilities, including the required steam consumption rate and pressure and the normal power and emergency power requirements, and communicating such information to the Authority;
- i) 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:
    - 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, uninterrupted power supplies (UPS) standby domestic pumps, fire alarms, fire fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, medical gas systems, demineralized water system for heating plant etc.;
    - (C) 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;
    - (D) equipment;
    - (E) the Select Campus-wide Systems;

- (F) landscaping, pathways, roads and parking areas; and
- (G) both heliports, such that they meet all certification requirements;
- (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 will take 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;
- (4) commissioning and re-commissioning plans for all new plant operations, systems and equipment; and
- (5) a comprehensive inspection and maintenance program of all parking structures in the manner contemplated in CAN/CSA S413 2007;
- 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 and 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;
- k) comprehensive Campus-Wide Fire Management Plan, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Facility which are in accordance with fire code and the British Columbia Emergency Response Management System and integrated with those of the Authority. These plans 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;
    - evacuation of areas of the Facility or Project Co's role in a declared outbreak or pandemic;
    - (D) Project Co's role during and after a natural disaster such as flood or earthquake; and
    - (E) Project Co's business contingency and service resumption plans;
  - (2) training of all Project Co staff and Facility Users (with the extent of Facility Users as reasonably required by the Authority) with respect to fire safety;
  - (3) maintenance of access to the Facility by emergency vehicles by roadway and alternative fire paths and ensuring that all such routes are well marked by way of road signs and the use of hatched road markings;
  - (4) provision that all available Site-based Project Co 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 to the Authority;
- (C) assisting the Authority's security personnel limit 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
- (5) 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;
- I) [Not Used]
- protocols and procedures for cooperation with the Authority and other Facility Users 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 or other Facility Users;
- n) 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;
- o) a comprehensive electronic inventory control system and asset register developed, managed and operated by Project Co that provides up-to-date records for all aspects of the Facility plant and equipment for which Project Co is responsible including building architectural, mechanical and electrical elements and systems. Provided that Project Co acknowledges that the foregoing does not limit the requirements for the New Facility under Sections 9.1 and 9.2 of Appendix 2E [Equipment and Furniture] and that part of the comprehensive inventory control system and asset register that is for the New Facility (other than the CSB) will be based on the initial Asset Register established under Appendix 2E [Equipment and Furniture] as updated;
- p) [Not Used]
- q) [Not Used]
- r) for the first Annual Service Plan for the first Contract Year following the Other Site Service Commencement Date and the CSB Service Commencement Date, in addition to updates to the Environmental Management Plan, the Energy Management Plan and the Services Quality Plan:
  - the Other Site Facilities Life Cycle Report in accordance with Section 2.6 of Appendix 4E [Plant Service (Other Site Facilities Only)];
  - (2) the first Five Year Maintenance Plan;
  - (3) the first Life Cycle Plan; and

- (4) the first Continuous Improvement Plan; and
- s) for all Annual Service Plans after the first Annual Service Plan, an update of the Five Year Maintenance Plan, the Life Cycle Plan, the Environmental Management Plan, the Energy Management Plan, the Services Quality Plan and the Continuous Improvement Plan and including detailing the elements and schedule of each such Plan to be implemented during the ensuing 12 month period.

#### 4.3 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 all building elements, components, systems and equipment 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 an asset life cycle and rehabilitation plan (the "Life Cycle Plan") for all building elements, components, systems and equipment, in accordance with the following:

- a) For the New Facility, including for greater certainty the CSB and the Select Campus-wide Systems, the Life Cycle Plan will be prepared in conjunction with the Five Year Maintenance Plan and will be based on the Life Cycle Report and Good Industry Practice and will include:
  - (1) the methods and practices by which Project Co will:
    - (A) ensure the long-term integrity and ongoing operational serviceability of the New Facility;
    - (B) preserve the design criteria for all aspects of the New Facility, taking into account technology and clinical practice at the time of replacement;
    - (C) ensure that on the Expiry Date all aspects of the New Facility for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
    - (D) minimize, to the extent reasonably possible, disruption to the Authority's activities and programs at the New Facility;
    - (E) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the New Facility;
    - (F) perform the Life Cycle Requirements with respect to all systems that meet the requirements of Seamless Integration as per Schedule 3 to ensure all interfaces are maintained, including when upgrades are done to IMIT systems;
  - (2) specific refurbishment and replacement strategies, key assumptions and annual cost provisions for all aspects of the New Facility for which Project Co is responsible, categorized by major elements;
  - (3) the planned life cycle work to be completed over the ensuing 12 month-period, together with a report of what life cycle work was completed in the previous 12 month-period.

- b) For the Other Site Facilities, the Life Cycle Plan will be prepared in conjunction with the Five Year Maintenance Plan and will be based on the Other Facilities Life Cycle Report and Good Industry Practice and will include:
  - (1) Project Co's recommendations to the Authority to:
    - (A) ensure the long-term integrity and ongoing operational serviceability of the Other Site Facilities;
    - (B) preserve the design criteria and use for all aspects of the Other Site Facilities;
    - (C) minimize, to the extent reasonably possible, disruption to the Authority's activities and programs at the Other Site Facilities; and
    - initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Other Site Facilities;
  - (2) Project Co's recommendations to the Authority regarding specific refurbishment and replacement, key assumptions and annual cost estimates, categorized by major elements; and
  - (3) To the extent relevant, the methods and practices by which Project Co will perform the requirements of Section 2.6 (Limited Life Cycle Requirements) of Appendix 4E [Plant Services (Other Site Facilities Only)].

## 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 policies and procedures for:

- a) adhering with all applicable Laws including those regarding the handling, storage and disposal of Hazardous Substances;
- 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;
- c) ensuring that the Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
- d) providing monitoring, inspection, testing, handling, storage and clean up of all Hazardous Substances and that all such activities may be audited;
- e) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services;
- f) managing and minimizing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances;
- g) managing fuel storage tanks, including refilling;
- h) managing sound and light pollution from the Facility;
- i) implementing a proactive indoor air quality (IAQ) testing and management program;

- ensuring that all materials used in the maintenance of the elements, components and systems over the life of the New Facility meet the low VOC requirements described in Schedule 3 [Design and Construction Specifications];
- k) ensuring drinking water quality and safety;
- I) implementing a proactive mould growth and legionella prevention program;
- m) developing a Facility Users' environmental awareness program in conjunction with the Authority; and
- n) reporting to the Authority on the development and implementation of all programs and procedures intending to reduce the environmental impact of the delivery of the Services.

## 4.6 Energy Management Plan

Project Co will establish and implement throughout the Operating Period an energy management plan (the "**Energy Management Plan**") for the Facility based on Good Industry Practice which will include Project Co's policies and procedures for:

- a) ensuring full commitment to responsible energy management without comprising the working environment and safety of Authority Persons or Facility Users;
- b) understanding the energy usage and identifying energy consumption variances relating to building operation and proactively identifying inefficient practices and contributions to consumption variances;
- c) setting agreed objectives and targets to reduce energy consumption;
- d) managing the energy usage and reducing the energy operating costs by implementing sound operating and maintenance practices; and
- e) developing and promoting an energy awareness program for all Facility Users in conjunction with the Authority.

The parties will monitor compliance with the Energy Management Plan at each meeting of the Operating Period Joint Committee. Where Project Co does not comply with the Energy Management Plan, then Section 4.3 of Appendix 8C [Energy] will apply to adjust the Annual Regulated Energy Target by an appropriate amount to reflect the effect of non-compliance.

## 4.7 Services Quality Plan

Project Co will establish and implement throughout the Operating Period an auditable services quality plan (the "**Services Quality Plan**") and quality assurance system based on Good Industry Practice, ISO and the requirements of the Authority's quality framework as amended from time to time, for the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4, which will:

- a) track all non-conformances in the performance of the Services;
- b) form part of the Performance Monitoring Report;
- c) include a remedial action plan and continuous business improvement process to address non-conformances including Unavailability Events and Service Failures;
- d) include preparing and implementing surveys, in conjunction with the Authority, to receive feedback from Facility Users regarding the delivery of the Services;
- e) include audits by Project Co of the Service Provider;

- f) include at a minimum all internal and external audits set out in Appendix 4A [Proposal Extracts (Services)]; and
- g) include 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, including any proposed amendments to the template form of Performance Monitoring Report.

All quality assurance and quality monitoring required by this Schedule 4 will form part of, but will not be construed as limiting, Project Co's quality assurance obligations as set out in Schedule 2 [Design and Construction Protocols].

## 4.8 Continuous Improvement Plan

Project Co will establish and implement throughout the Operating Period a continuous improvement plan (the "**Continuous Improvement Plan**") for the Facility and the Services based on Good Industry Practice which will:

- a) include for each year at least five initiatives for modification of the Facility or the Services, or a number of initiatives as agreed by the Authority, set out by reference to the applicable Appendix, relating to improvements, innovations and efficiencies, including in the following areas:
  - (A) provision of any aspect of the Services;
  - (B) timing of any aspect of the Services;
  - (C) the interface between the Authority Activities or the Authority FM Services and the Services; or
  - (D) energy consumption; and
- b) include at the end of each year, a report of which initiatives have been implemented, which have been substituted and a plan for implementation of initiatives in the ensuing year.

Project Co may propose for the Authority's consideration an initiative that constitutes a Change or an Innovation Proposal and if the Authority agrees to such initiative it will be dealt with under Schedule 6 [Changes, Minor Works and Innovation Proposals]. The parties will monitor the implementation of the Continuous Improvement Plan at each meeting of the Operating Period Joint Committee.

## 4.9 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 4.10 of this Schedule.

## 4.10 Submission of Plans to the Authority

a) <u>Service Commencement and Startup Plans</u>:

Project Co will submit to the Authority's Operating Period Representative a Service Commencement and Startup Plan for each of the Other Site Facilities (including Select Campus-Wide Systems in that Plan), the CSB and the New Facility (other than the CSB) in accordance with the timelines set out in Sections 4.1c), 4.1d) and 4.1e) respectively.

- b) <u>Annual Service Plans</u>:
  - (1) In accordance with Section 4.1 of this Schedule, the first Annual Service Plan will be submitted with the Service Commencement and Startup Plans for the Other Site Facilities and the CSB; and
  - (2) With respect to each Contract Year (commencing with the Contract Year that starts April 1 following the Other Site Service Commencement Date and the CSB Service Commencement Date), Project Co will no later than January 15 submit to the Authority's Operating Period Representative the Annual Service Plan for the upcoming Contract Year.
- c) <u>Five Year Maintenance Plans, Life Cycle Plans, Environmental Management Plans,</u> Energy Management Plans, Service Quality Plans and Continuous Improvement Plans:
  - (1) In accordance with Section 4.1 of this Schedule, the Environmental Management Plan (or updates to the same) and the Services Quality Plan (or updates to the same) will be submitted with the Service Commencement and Start-up Plans.
  - (2) In accordance with Section 4.2r) of this Schedule, the Five Year Maintenance Plan, the Life Cycle Plan and the Continuous Improvement Plan will be submitted with the first Annual Service Plan following the Other Site Service Commencement Date and CSB Service Commencement Date.
  - (3) In accordance with Section 4.2r) of this Schedule, updates of the Five Year Maintenance Plan, the Life Cycle Plan, the Environmental Management Plan, the Services Quality Plan, the Energy Management Plan and the Continuous Improvement Plan will be included with the Annual Service Plans.

The Authority will review the Plans and may, but will not be obliged to, provide comments to Project Co within 35 days of receipt (unless a shorter period is otherwise specified in this Schedule including for components of the Service Commencement and Startup Plans, in which case, within such shorter period) proposing changes to such plans that the Authority considers desirable or necessary. Project Co will have due regard for 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.

## 4.11 Failure to Prepare Plans

Any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 4 (other than a failure for which a Deduction could otherwise be made under this Section 4) will be deemed to be a High Service Failure on each day the Plan is due and not submitted.

## 4.12 Amendment of Plans

Project Co will follow the review procedure described in Section 4.10 prior to amending any Plan.

#### 4.13 Authority Comments

The following will apply to the changes to Plans proposed by the Authority:

a) comments provided by the Authority proposing changes to Plans submitted to it by Project Co under the review described in Section 4.10 of this Schedule, are not Changes

and will be completed at Project Co's cost (except to the extent that any such requested change would constitute a material change to this Agreement, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply and such change will not be implemented except under a Change Certificate issued by the Authority); and

b) if and to the extent the Authority requires an amendment to any of the Plans that it has previously reviewed and commented on (other than an amendment required to bring the Services into conformity with the Services Protocols and Specifications) then such amendment will be a Change and the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

## 5. SERVICES

## 5.1 Renovation Services

Project Co will perform the services described in Appendix 4B (the "Renovation Services").

## 5.2 Plant Services

Project Co will perform the services described in Appendix 4D and Appendix 4E (the "Plant Services").

## 5.3 Help Desk Services

Project Co will perform the services described in Appendix 4F (the "Help Desk Services").

## 5.4 Utility Management Services

Project Co will perform the services described in Appendix 4G (the "Utility Management Services").

## 5.5 General Management Services

Project Co will perform the services described in Appendix 4H (the "General Management Services").

## 5.6 Environmental and Sustainability Services

Project Co will perform the services described in Appendix 4I (the "Environmental and Sustainability Services").

## 5.7 Parking Services

Project Co will perform the services described in Appendix 4J (the "Parking Services").

## 5.8 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:

 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 (including trend logs from the BMS), the CMMS, the Help Desk, the Project Co quality assurance system 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) 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.

## 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 Service 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 Service 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 of occupational health and safety events;
- h) 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 Preventive Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next Payment Period, including schedules and method statements;
  - (3) all Demand Maintenance performed during the Payment Period;
  - (4) all life cycle work performed during the Payment Period and all life cycle work planned for the next payment period; and
  - (5) the delivery of all other Services;
- i) a summary of all Miscellaneous Occupant Request Services requested and all Miscellaneous Occupant Request Services performed during the Payment Period with

the date and time all requests were made to Project Co for Miscellaneous Occupant Request Services and the date and time of completion of all such Miscellaneous Occupant Request Services;

- j) any report required by any Governmental Authority, including the Ministry of Health, in respect of the failure of any building elements, components, systems and equipment;
- k) a report of elevator availability, including a summary of all elevator work orders and the total time out of service;
- I) a report identifying all alarms identified through the BMS; and
- m) any other periodic reporting required to substantiate Project Co's performance and compliance with the .Performance Indicators.

#### 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.

The Authority's audit measures may include the analysis of complaints, random visits (checking completeness and quality), validation checks of Project Co data and deliberate testing.

#### 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, immediately 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, immediately pay to the

Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error,

provided that (i) in the three month period after the Other Site Service Commencement Date for Reporting Errors that relate to the Other Site Services, (ii) in the three month period after the CSB Service Commencement Date for Reporting Errors that relate to the CSB or the Select Campus-Wide Systems, and (iii) in the three month period after the Service Commencement Date for Reporting Errors that relate to the New Facility, 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

lf:

- a) Project Co incurs Deductions of \$17,000 (Index Linked) or more in any month or \$50,000 (Index Linked) or more in any 6 consecutive month period; 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 consecutive month period,

the Authority 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 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 Service Provider or Sub-Contractor

If Project Co has accrued Deductions of \$45,000 (Index Linked) or more in any month or \$90,000 (Index Linked) or more in any 6 consecutive month period, the Authority 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.

## 6.9 Services Action Plan

Where the Authority observes a significant or consistent non-performance with respect to any of the Services which triggers or could reasonably be expected to trigger a substantial clinical impact or risk, the Authority may require Project Co to prepare a services action plan ("**SAP**"), which SAP will be submitted by Project Co to the Authority within five Business Days ("**SAP Due Date**").

The SAP will detail the issues, desired outcomes and required actions (with milestone dates for completion) that Project Co will take to improve the relevant Service or component of a Service. Project Co and the Authority will agree on a frequency for meetings and reporting on the status of the implementation of each SAP.

Failure of Project Co to prepare and submit to the Authority a complete SAP by the SAP Due Date will be deemed to be a High Service Failure. Each subsequent week following the SAP Due Date where the SAP is not submitted will be deemed to be a further High Service Failure. Failure by Project Co to implement the key activities listed in the SAP according to the milestone dates included in the SAP will be deemed a Medium Service Failure per milestone date that is not achieved, provided that the milestone dates may be extended with the agreement of the Authority.

## 6.10 Authority's Right of Access

The Authority 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 4C.

## 8. MISCELLANEOUS OCCUPANT REQUEST SERVICES

## 8.1 Performance of Miscellaneous Occupant Request Services

- a) Project Co will provide miscellaneous occupant request project management and project services (collectively the "**Miscellaneous Occupant Request Services**") as set out in this Section 8.
- b) The subjects of the Miscellaneous Occupant Request Services are:
  - (1) alterations to existing space;
  - (2) space optimization;
  - (3) equipment and furniture installation;
  - (4) furniture and office re-configuration;
  - (5) move coordination and moves; and
  - (6) any other Authority-requested projects, including moves, additions and changes.

Order of magnitude estimates for Miscellaneous Occupant Request Services will be provided by Project Co to the Authority at no cost to the Authority and provision of any such estimate will not itself be considered a Miscellaneous Occupant Request Service.

- c) Project Co acknowledges and agrees that Miscellaneous Occupant Request Services:
  - (1) are included in the Services and will be done by Project Co at the Minor Works Rates calculated in accordance with Section 3 of Schedule 6 [Changes, Minor Works and Innovation Proposals] less 5%, and if and to the extent such rates are not applicable, at cost without any mark-up, unless otherwise agreed by the Authority;
  - (2) will not constitute a Change; and
  - (3) will not be performed by a Sub-Contractor without the Authority's prior consent.

## 8.2 Miscellaneous Occupant Request Services

- a) Unless authorized by the Authority, Project Co will not provide any Miscellaneous Occupant Request Services in the New Facility (other than the CSB) from the Service Commencement Date until after the date that is three months after the Service Commencement Date.
- b) Miscellaneous Occupant Request Services are for projects in the amount of \$1500 (Index Linked) or less per project, including the cost of labour and materials. The Authority will annually indicate to Project Co the applicable amount for projects to be Miscellaneous Occupant Request Services.
- c) Miscellaneous Occupant Request Services may be requested as a Demand Requisition by those Facility Users, or classes of Facility Users, authorized by the Authority to make such requests. The Authority shall notify Project Co in writing of the identity of the Facility Users authorized to make requests for Miscellaneous Occupant Request Services and Project Co shall not be required to carry out any Miscellaneous Occupant Request Services requested by a Facility User in respect of whom Project Co has not received such written notification.
- d) Each of the requests for Miscellaneous Occupant Request Services will be completed within 30 days of being requested.
- e) Miscellaneous Occupant Request Services will be requested, scheduled and tracked through the Help Desk.
- f) The Authority may from time to time, including at the Operating Period Joint Committee, provide a prioritized list of Miscellaneous Occupant Request Services to Project Co, and may direct Project Co as to which Miscellaneous Occupant Request Services, or classification of Miscellaneous Occupant Request Services, are not to be performed.
- g) The maximum amount of Miscellaneous Occupant Request Services to be performed by Project Co in any Contract Year is as set out in the following table. The amount in the table is a maximum and is not a guarantee of the amount of Miscellaneous Occupant Request Services to be performed in any Contract Year, provided however that the Authority commits, on an annual basis, to utilize a combined minimum of \$325,000 (Index Linked, pro-rated for partial Contract Years and subject to Section a) of this Schedule) on Miscellaneous Occupant Request Services and Minor Works. The maximum amount of Miscellaneous Occupant Request Services in any Contract Year may be increased by the Authority in its discretion by notifying Project Co of such increased amount and any such amendment to the maximum amount will constitute a Change. The Authority may

increase the maximum amounts in the following table at any time by way of a Change, including if there is a recurring circumstance of exceeding the maximum amount.

Miscellaneous Occupant Request Funding		
Contract Years	\$	
	\$515,000 pro-rated for the portion of that Contract Year from Other Site Service Commencement	
2019/20	and CSB Service Commencement	
2020/21 and 2021/2022	\$515,000	
2022/23	\$515,000, plus	
	\$150,000 pro-rated for the portion of the Contract Year from Service Commencement	
2023/24 and subsequent		
Contract Years	\$665,000	
*Note: values presented unindexed and to be Index Linked		

Project Co will report the amount of Miscellaneous Occupant Request Services for each Payment Period as referred to in Section 6.2 of this Schedule. Upon reaching such maximum amount, Project Co will not perform any Miscellaneous Occupant Request Services without the prior written consent of the Authority.

## 9. OTHER SITE SERVICES

## 9.1 Scope

The parties agree that the Other Site Services include the Services described in:

- a) Appendix 4E [Plant Services (Other Site Facilities Only)];
- b) Appendix 4F [Help Desk Services];
- c) Appendix 4G [Utility Management Services];
- d) Appendix 4H [General Management Services];
- e) Appendix 4I [Environmental and Sustainability Services]; and
- f) Appendix 4J [Parking Services],

whether or not such Appendices include provisions that would otherwise be construed to limit such Services to the New Facility only.

#### 9.2 Commencement

Except as set out in Section 2.1 of Schedule 8 [Payments] or unless otherwise agreed, the Other Site Services will commence on April 18, 2019 (the "Other Site Service Commencement"), and on the same date as CSB Service Commencement.

It is a condition of Other Site Service Commencement that:

- a) Project Co has submitted the Service Commencement and Start-up Plan in accordance with this Schedule; and
- b) Project Co has completed any training of Authority staff reasonably required by the Authority to be completed prior to the commencement of the Other Site Service.

### 10. 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 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.

### 11. CSB SERVICES

### 11.1 Scope

The parties agree that:

- a) during the CSB Handover Period the Services for the CSB include all Services to be performed with respect to the Other Site Facilities (except as noted in Section 2.21(a) of Appendix 4D [Plant Services (New Facility Only)] and in Section 2.4(b) of Appendix 4E [Plant Services (Other Site Facilities Only)]), and the CSB forms part of the Other Site Facilities; and
- b) from and after the CSB Handover Date the Services for the CSB include all Services to be performed with respect to the New Facility, and the CSB forms part of the New Facility.

### 11.2 Commencement

Except as set out in Section 2.1 of Schedule 8 [Payments] or unless otherwise agreed, the Services for the CSB and the Select Campus Wide Systems will commence on April 18, 2019 (the "**CSB Service Commencement**").

It is a condition of CSB Service Commencement that:

- a) Project Co has submitted a Service Commencement and Start-up Plan in accordance with this Schedule; and
- b) Project Co has completed any training of Authority staff reasonably required by the Authority to be completed prior to the commencement of the Services for the CSB, where such training is related to the scope of Services of Project Co.

Attachment 1

**Staff Qualification** 

Attachment 2

Staff Training

# Appendix 4A

**Proposal Extracts (Services)** 

# Appendix 4B

### **Renovation Services**

## Appendix 4C

# Handback Requirements

# Appendix 4D

Plant Services (New Facility Only)

# Appendix 4E

Plant Services (Other Site Facilities Only)

Appendix 4F

Help Desk Services

# Appendix 4G

**Utility Management Services** 

# Appendix 4H

**General Management Services** 

# Appendix 4I

**Environmental and Sustainability Services** 

Appendix 4J

**Parking Services**