

SCHEDULE 4

SERVICES PROTOCOLS AND SPECIFICATIONS

TABLE OF CONTENTS

1. ADMINISTRATION	1
1.1 Operating Period Representatives	1
1.2 Operating Period Committee	1
1.3 Joint Technical Review	3
1.4 Authority Not Responsible for the Services.....	4
2. PERFORMANCE OF SERVICES	4
2.1 Delivery of Services	4
2.2 Standards	4
2.3 Changes to Authority Policies.....	5
3. OPERATING PERIOD PLANS	5
3.1 Life Cycle Schedule and Start-up Plan.....	5
3.2 Annual Service Plans	8
3.3 Five Year Maintenance Plans.....	14
3.4 Life Cycle Plan.....	14
3.5 Environmental Management Plan	15
3.6 Energy Management Plan	16
3.7 Quality Management System and Plan	16
3.8 Preparation of Plans	17
3.9 Submission of Plans to the Authority.....	17
3.10 Failure to Prepare Plans.....	17
3.11 Amendment of Plans	17
3.12 Authority Comments	17
4. SERVICES	18
4.1 General Requirements	18
4.2 FM Services.....	19
4.3 Help Desk Services	19
4.4 Additional Services	19
5. PERFORMANCE MONITORING AND REPORTING	19
5.1 Project Co Performance Monitoring	19
5.2 Periodic Reporting	20
5.3 Authority Inspection and Audit.....	20
5.4 Reporting Failures	21
5.5 Reporting Errors	21
5.6 Parties to Advise of Reporting Errors	21
5.7 Increased Monitoring	21

5.8	Replacement of Non-Performing Service Provider or Sub-Contractor.....	22
5.9	Authority's Right of Access.....	22
6.	HANDBACK.....	23
6.1	Handback Requirements.....	23
7.	SITE SERVICE INTERFACES.....	23
7.1	Interfaces.....	23

APPENDIX 4A PROPOSAL EXTRACTS (SERVICES)

APPENDIX 4B HANDBACK REQUIREMENTS

APPENDIX 4C FM SERVICES

APPENDIX 4D HELP DESK SERVICES

APPENDIX 4E LIFE CYCLE SCHEDULE

SCHEDULE 4

SERVICES PROTOCOLS AND SPECIFICATIONS

1. ADMINISTRATION

1.1 Operating Period Representatives

- (a) Within 5 Business Days of the Effective Date, each of the parties will designate in writing a person (the "**Operating Period Representative**") to be that party's single point of contact with respect to the Operating Period and the Services.
- (b) A party's Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- (c) A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing the Operating Period Representative with a person reasonably acceptable to the objecting party.
- (d) Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party's Operating Period Representative will be for the account of that party.

1.2 Operating Period Committee

- (a) Not more than six months 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**"):
 - (1) consisting of the Operating Period Representatives and such other members as the parties may agree from time to time; and
 - (2) until one year following the Service Commencement Date, 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 Services during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member's duties or obligations to the party making such appointment.
- (c) The Operating Period Joint Committee:
 - (1) will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating

- appropriate authority to permit efficient decision making with respect to the Facility and the Services;
- (2) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
 - (3) will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all Plans submitted to it pursuant to Section 3.6 of this Schedule;
 - (4) may make recommendations to the parties on all matters relating to the Facility and the Services, which the parties may accept or reject in their complete discretion; and
 - (5) will have no authority to agree to any amendments or to give any waivers of this Agreement.
- (d) Subject to the provisions of this Agreement, the members of the Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- (1) invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
 - (2) receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- (e) Recommendations of the Operating Period Joint Committee must be unanimous 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) at least once each month:
- (1) prior to the Service Commencement Date, at the offices of the Authority; and
 - (2) after the Service Commencement Date, at 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 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.

- (h) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by the Authority 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; and
 - (C) 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 Authority Activities by the Authority during the Operating Period.

1.3 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period, Project Co and the Authority, 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 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 Joint Technical Review will be shared evenly between Project Co and the Authority.
- (b) The current Facility condition standard for each Joint Technical Review will be based on the principle that each Maintained Element of the Facility and Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) During the 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 Reports**”) 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 to the technical standards and specifically, the Services Protocols and Specifications and Life Cycle Plan.
- (e) Within 15 Business Days of receipt of the Facility Condition Reports, 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 the Project Co 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(s).

1.4 Authority Not Responsible for the Services

The Authority's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Authority's benefit only, and no acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or other representative of the Authority will in any way relieve Project Co of its obligation for all aspects of the Services except as may be expressly set out in this Agreement.

2. PERFORMANCE OF SERVICES

2.1 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.

2.2 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 agreed upon service protocols and applicable Authority Policies and all such policies will be interpreted to apply to Project Co and its Subcontractors and employees in the same manner as applicable to the employees and subcontractors of the Authority;

- (d) to the standards required to maintain full accreditation under the Accreditation Canada to the extent the Services contribute to the maintenance of the Accreditations;
- (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 long-term 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.

2.3 Changes to Authority Policies

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

3. OPERATING PERIOD PLANS

3.1 Life Cycle Schedule and Start-up 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 4E ("**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 Facility Life Cycle Plan; and
- (b) a Start-up Plan incorporating the following:
 - (1) 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 for the Facility upon Service Commencement;
 - (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 and monitor and measure its Services activities commencing on the Service Commencement Date,

each of which must be reasonable having regard to the requirements of this Agreement and which will be developed and finalized as follows:

- (c) 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 Life Cycle Schedule and the Start-up Plan;
- (d) Project Co will deliver to the Authority and the Operating Period Joint Committee:
 - (1) an outline for each of the Life Cycle Schedule and the Start-up Plan no later than the date that is 18 months before the Target Service Commencement Date; and
 - (2) preliminary drafts of each of the Life Cycle Schedule and the Start-up Plan (based on the outline plans reviewed by the Authority and the Joint Operating Period Committee) no later than the date that is 12 months before the Target Service Commencement Date, failing which the Authority will be entitled to make a Deduction of:
 - (A) \$1,000 for each week, or part thereof after, from the date falling 18 months before the Target Service Commencement Date until Project Co has delivered to the Authority and the Joint Operating Period Committee:
 - (i) an outline plan of the Life Cycle Schedule; and
 - (ii) an outline plan of the Start-up Plan,

provided that if Project Co has not delivered to the Authority an outline plan of the Life Cycle Schedule or Start-up Plan, as the case may be, by the date falling 17 months before the Target Service Commencement Date, the Deduction applicable under this Section 3.1(d) will increase to \$2,500 per week;

- (B) \$2,500 for each week, or part thereof after, from the date falling 12 months before the Target Service Commencement Date until Project Co has delivered to the Authority and the Joint Operating Period Committee:
 - (i) a preliminary draft of the Life Cycle Schedule; and
 - (ii) a preliminary draft of the Start-up Plan,

provided that if Project Co has not delivered to the Authority a preliminary draft of the Life Cycle Schedule or Start-up Plan, as the case may be, by the date falling 11 months before the Target Service Commencement Date, the Deduction applicable under this Section 3.1(d) will increase to \$5,000 per week;

- (e) the Authority will provide its comments, if any, on the preliminary drafts of such Plans to Project Co within 20 Business Days of receipt of the preliminary drafts;
- (f) Project Co will deliver revised drafts of each of the Life Cycle Schedule and the Start-up Plan to the Authority not later than 60 days after receiving the Authority's comments on the preliminary drafts of such Plans, failing which, the Authority will be entitled to make a deduction of:
 - (1) \$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 Life Cycle Schedule; and
 - (2) \$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 Start-up Plan;
- (g) the Authority will, within 15 Business Days of receipt of the revised drafts, advise Project Co whether the Authority accepts the Life Cycle Schedule and the Start-up Plan, and if the Authority does not accept one or both the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;
- (h) if the Authority does not accept one or both of the Life Cycle Schedule and the Start-up Plan, the parties will, acting reasonably, diligently work together with a view to revising the Life Cycle Schedule or the Start-up Plan, as the case may be, to address the Authority's reasons for non-acceptance;
- (i) if the Authority has not accepted one or both of the Life Cycle Schedule and Start-up Plan 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 Life Cycle Schedule or Start-up Plan, as the case may be, is reasonable;
- (j) if the Authority has not accepted one or both of the Life Cycle Schedule and Start-up Plan by the Target Service Commencement Date, unless such plans have been determined to be reasonable under the Dispute Resolution Procedure, the Authority will be entitled to make a Deduction of:
 - (1) \$6,000 for each week, or part thereof, after the Service Commencement Date until the Life Cycle Schedule has been accepted by the Authority or it is determined through the Dispute Resolution Procedure to be reasonable; and
 - (2) \$6,000 for each week, or part thereof, after the Service Commencement Date until the Start-up Plan has been accepted by the Authority or it is determined through the Dispute Resolution Procedure that Project Co's proposed Start-up Plan is reasonable;
- (k) any Deduction the Authority is entitled to make pursuant to this Section 3.1 will be made from the first Periodic Payment, or subsequent Periodic Payments with respect to Deductions arising from Section 3.1(j), payable to Project Co; and

- (l) Deductions made pursuant to this Section 3.1 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or 5.7 or 5.8 of this Schedule.

3.2 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 long-term health care and other related services by the Authority and Authority Persons and use of the Facility by Facility Users; and
 - (3) have regard for the needs and interests of all Facility Users;
- (b) a detailed organizational and staffing plan for all employees of Project Co, the Service Provider and Sub-Contractors 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 employees or Sub-Contractors with the skills necessary to perform the Services; and
 - (B) a designated site manager for the Facility 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;
 - (2) policies and procedures with respect to:
 - (A) occupational health and workplace safety including:
 - (i) infection control policies (including routine precautions, isolation, hand washing, blood and body fluid protocols, Legionella precautions, etc.) consistent with those of the Authority in effect for the Facility;
 - (ii) the provision of appropriate dress and appropriate personal protective equipment (gloves, masks, etc.);
 - (iii) the provision of identification systems reasonably required by the Authority;

- (iv) appropriate rules of conduct for the Facility;
 - (v) first aid training; and
 - (vi) 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 person suffering from any illness which may compromise the health or safety of any Facility User;
- (4) procedures for obtaining and reviewing with the Authority criminal records checks for all new employees of Project Co, the Service Provider or any Sub-Contractors (and their employees) within 30 days of hire and:
- (A) ensuring no such persons commence work with residents whose condition makes them similarly vulnerable until the results of a recent criminal record check is received, reviewed and is satisfactory; and
 - (B) prohibiting any person whose criminal record is not satisfactory to the Authority from accessing the Facility in his or her capacity as an employees, consultant or contractor to Project Co or any Sub-Contractor;
- (5) a code of conduct for all employees of Project Co, the Service Provider and any Sub-Contractor working at the Facility consistent with the policies, procedures, practices and expectations of the Authority with respect to its own employees and sub-contractors, as amended from time to time, and will include but not be limited to:
- (A) human rights, mutual respect and workplace harassment;
 - (B) patient engagement, dignity and privacy;
 - (C) violence in the workplace;

- (D) employee dishonesty;
- (E) standards of personal hygiene;
- (F) alcohol or drug impairment;
- (G) use of foul or offensive language including ensuring that uniforms and work wear are free of badges or other accoutrements that express personal opinions inconsistent with Authority values or which others may find offensive;
- (H) compliance with Applicable Law and Authority policies such as non-smoking, fragrance free environment, hand washing protocols, etc.; and
- (I) general comportment.

Project Co will require all employees of Project Co, the Service Provider and any Sub-Contractor working at the Facility to sign the code of conduct as a condition of their employment or engagement at the Facility. The Authority may, acting reasonably, refuse access to the Facility to any individual that it deems to be unacceptable or who exhibits inappropriate behavior towards residents, Authority staff or other Facility Users. Project Co will remove such individual from the Facility immediately upon notification from the Authority Representative;

- (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 5 of this Schedule;
- (d) provision for the training and re-training of all Facility Users designated by the Authority, acting reasonably, including the Authority's contractors and sub-contractors, physicians, care givers, students and volunteers engaged at the Facility, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;
- (e) provision for the training and re-training of designated Authority staff in procedures for the safe release of individuals trapped in elevators;
- (f) an auditable quality assurance control plan based on Good Industry Practice for the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4, including preparing, in conjunction with the Authority, and implementing surveys to receive direct feedback from 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 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 Authority or other Facility Users and the methods by which Project Co will make appropriate accommodations to minimize such disruptions;
 - (D) a risk assessment, including with respect to health and safety;
 - (E) a method statement in respect of any proposed work; and
 - (F) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;
- (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) hierarchical based component identification;
 - (2) description (make, model, serial #, capacity, etc.);
 - (3) location;
 - (4) priority classification;
 - (5) unique identification code;
 - (6) Maintenance job plan description including:
 - (A) detailed maintenance procedures;
 - (B) warranty requirements;
 - (C) parts and consumables;
 - (D) regulatory or statutory requirements; and
 - (E) special instructions;
 - (7) frequency;
 - (8) scheduled dates;

- (9) maintenance history including planned and unplanned;
 - (10) Service provider (staff or contractor) of the Service;
 - (11) status; and
 - (12) notes including inspection observations, recommendations and comments;
- (j) provision for undertaking:
- (1) routine inspection and testing and servicing, in accordance with the requirements of the insurers of the Project, recommended manufacturers' guidance and Good Industry Practice, of:
 - (A) Building Systems including: 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 but not limited to: 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, etc.;
 - (C) specialized systems such as medical gas distribution,; and
 - (D) interior and exterior building finishes and fabric including but not limited to: floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;
 - (2) testing for legionella;
 - (3) testing, labeling and recording of all portable appliances, including:
 - (A) testing and certifying all portable test equipment, pressure gauges and recording equipment;
 - (B) testing and certifying all fixed instrumentation and 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 Authority 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 Authority, which will include:
 - (1) plans and procedures for:
 - (A) Project Co's role in fire drills on all work shifts in conjunction with the Authority 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 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 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 Authority;
 - (C) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
 - (D) assisting in the evacuation of the affected areas; and
 - (E) liaising with external agencies, including the Fire Department as part of its response in relation to an incident;
 - (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 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; and
 - (3) maintenance of hard landscaping and site infrastructure elements such as exterior lighting, internal roadways, sidewalks, parking lots, drainage systems, fencing, etc.
- (n) plans detailing procedures for responding to Unavailability Events and Service Failures;
- (o) 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;
- (p) 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;
- (q) 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; and
- (r) an update to the QMS and Quality Management Plan.

3.3 Five Year Maintenance Plans

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

3.4 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 Authority's activities and programs at the Facility; and
 - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility;
- (b) 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
 - (c) the life cycle and replacement of Maintained Equipment with replacement equipment and components which meet or exceed the standards set out in Section 5.17 of Appendix 2D [Equipment and Furniture].

3.5 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) 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;
- (b) ensuring that the Services are integrated and performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
- (c) 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 Authority;
- (d) managing fuel storage tanks;
- (e) managing sound pollution from the Facility;
- (f) implementing a proactive indoor air quality (IAQ) management program;
- (g) ensuring drinking water quality and safety;
- (h) implementing a proactive mould growth and legionella prevention program;
- (i) developing an occupant environmental awareness program in conjunction with the Authority;

- (j) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services; and
- (k) 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.

3.6 Energy Management Plan

Project Co will work with the Authority'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 Authority Policies and 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;
- (b) understanding the energy usage and identifying inefficient practices;
- (c) setting mutually agreed objectives and targets to reduce energy consumption;
- (d) managing the 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 staff in conjunction with the Authority;
- (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 2C [Energy].

3.7 Quality Management System and Plan

Project Co will develop, implement and maintain throughout the Operating Period, a QMS and Quality Management Plan. The QMS will include:

- (a) the requirements and principles of Good Industry Practice 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; and

- (f) quality issues or non-conformances related to the Services that may be reasonably identified by the Authority from time to time.

3.8 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 3.9 of this Schedule.

3.9 Submission of Plans to the Authority

No later than:

- (a) the dates set out in Section 3.1 of this Schedule, Project Co will submit to the Authority's Representative drafts of the Life Cycle Schedule and the Start-up Plan; and
- (b) December 31 of each year after the Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative the Annual Service Plan for the Authority's next fiscal year commencing April 1.

The Authority will review the Plans and may, but will not be obliged to, provide comments to Project Co within 60 days of receipt (or such shorter period as may be specified in this Schedule) 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:

- (c) 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
- (d) 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.

3.10 Failure to Prepare Plans

Other than with respect to the Plans described in Section 3.1, any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 3 will be deemed to be a Low Service Failure on the first day each such Plan is due and not submitted, a Medium Service Failure on the second day and a High Service Failure each day thereafter until submitted.

3.11 Amendment of Plans

Project Co will follow the review procedure described in Section 3.9 prior to amending any Plan.

3.12 Authority Comments

The following will apply to 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 3.10 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, in which case 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);
- (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.

4. SERVICES

4.1 General Requirements

With respect to all Services:

- (a) Project Co will perform the Services in compliance with this Schedule, its Appendices and all other requirements of this Agreement;
- (b) Project Co will continuously perform the Services from the Service Commencement Date to the Termination Date;
- (c) the Performance Indicators set out in the Appendices to this Schedule represent the minimum standards for performance of the Services by Project Co and do not limit the scope the of the Services that Project Co will provide;
- (d) without limiting the requirements of the Agreement, including the provisions of each Appendix to this Schedule, Project Co will:
 - (1) provide high quality, efficient, innovative and flexible Services at all times;
 - (2) provide sufficient number 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 Authority of their benefits;
 - (4) manage matters and marshal resources as required to respond to emergencies and to provide a high level of customer care;
 - (5) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;

- (6) provide Services that are integrated and coordinated with the delivery of other services by the Authority, Authority Persons, and their contractors other than Project Co, the Service Provider and its Sub-Contractors;
- (7) ensure a collaborative working relationship with the Authority, Authority Persons 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.

4.2 FM Services

Project Co will perform the facility maintenance services described in Appendix 4C (the “**FM Services**”).

4.3 Help Desk Services

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

4.4 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.

5. PERFORMANCE MONITORING AND REPORTING

5.1 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 computerized 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.

5.2 Periodic Reporting

Project Co will prepare and deliver to the Authority in accordance with Section 5.1 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) all monitoring which has been performed pursuant to the Performance Monitoring Program and a summary of all findings;
- (b) a summary of each Demand Requisition received by the Help Desk including the applicable Response Time and Rectification Period, and Project Co’s actual time of Response and Rectification;
- (c) a summary of all Unavailability Events and Services Failures including Project Co’s Response Time and Rectification Period in respect of each;
- (d) a summary and calculations of all adjustments to the relevant Periodic Payment;
- (e) all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
- (f) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing and sprinkler testing conducted during the Payment Period;
- (g) a summary detailing the implementation of the Annual Service Plan then in effect including a summary of:
 - (1) the staffing plan including details of personnel changes, training and methods statements;
 - (2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next reporting period, including schedules and methods statements;
 - (3) all Demand Maintenance performed during the Payment Period; and
 - (4) the delivery of all other Services; and
- (h) deliver any report required by the Authority in respect of the failure of any Maintained Element.

5.3 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.

5.4 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.

5.5 Reporting Errors

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

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

provided that from the Service Commencement Date to the end of the first year after the Service Commencement Date, Section 5.5(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.

5.6 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.

5.7 Increased Monitoring

If:

- (a) Project Co incurs Deductions of \$9,000 (Index Linked) or more in any month or \$90,000 (Index Linked) or more in any 12 consecutive month period in respect of any of 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 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.

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

If Project Co has accrued Deductions in excess of \$45,000 (Index Linked) in any two consecutive Payment Periods or \$150,000 (Index Linked) in any twelve consecutive Payment Periods in relation to the Help Desk Services or the FM Services, 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.

5.9 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 are 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.

6. HANDBACK

6.1 Handback Requirements

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

7. SITE SERVICE INTERFACES

7.1 Interfaces

Project Co:

- (a) acknowledges that there is an interface between the Services and other services delivered at the Site and within the Facility by the Authority or Authority Persons; and
- (b) will co-operate with the Authority and Authority 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.

APPENDIX 4A

PROPOSAL EXTRACTS (SERVICES)

APPENDIX 4B
HANDBACK REQUIREMENTS

APPENDIX 4C

FM SERVICES

APPENDIX 4D
HELP DESK SERVICES

APPENDIX 4E

LIFE CYCLE SCHEDULE