

**SCHEDULE 4  
SERVICES PROTOCOLS AND SPECIFICATIONS**

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## **SCHEDULE 4 SERVICES PROTOCOLS AND SPECIFICATIONS**

### **PART 1. PERFORMANCE OF SERVICES**

1.1 **Services** This Schedule (together with the Appendices, including the Proposal Extracts (Services) [Appendix 4A]) describes the following main categories of facilities management Services to be delivered by Project Co:

- 1.1.1 General Requirements [Schedule 4];
- 1.1.2 Handback Requirements [Appendix 4B];
- 1.1.3 Performance Indicators [Appendix 4C];
- 1.1.4 Plant Services [Appendix 4D];
- 1.1.5 Roads, Grounds and Landscape Maintenance Services [Appendix 4E];
- 1.1.6 Help Desk Services [Appendix 4F];
- 1.1.7 Utility Management Services [Appendix 4G];
- 1.1.8 Environmental and Sustainability Services [Appendix 4H];
- 1.1.9 Operating Period Review Procedure [Appendix 4I];
- 1.1.10 Definitions and Interpretation [Appendix 4J];
- 1.1.11 Market Testing [Appendix 4K]; and
- 1.1.12 Security Services (Appendix 4L)
- 1.1.13 Additional Services - in addition to the services expressly described in this Schedule 4 [Services Protocols and Specifications], Project Co will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set out in this Agreement and as required by Good Industry Practice.

### **1.2 Services Performance Indicators**

- 1.2.1 Certain Services described within these Services Protocols and Specifications have a corresponding Performance Indicator that describes the criteria used to determine whether Project Co has delivered the Services in accordance with the requirements of this Agreement. The Performance Indicators identified will not limit the scope of the

Services to be performed. Appendix 4C [Performance Indicators] contains the consolidated list of the Performance Indicators.

### 1.3 Delivery of Services

1.3.1 Project Co will continuously perform the Services, including provision of comprehensive general management with respect to the delivery of the Services, from the Service Commencement Date to the Termination Date, 24 hours per day 365 (366) days per year, as applicable, and in accordance with:

- 1.3.1.1 this Agreement, including the specifications set out in this Schedule and the Appendices;
- 1.3.1.2 all applicable Laws;
- 1.3.1.3 Appendix 4A [Proposal Extracts (Services)];
- 1.3.1.4 the Plans and Operational Policies and Procedures then in effect; and
- 1.3.1.5 Good Industry Practice.

1.3.2 Without limiting the requirements of this Agreement, including the provisions of each Appendix to this Schedule, Project Co will:

- 1.3.2.1 provide high quality, efficient and flexible Services at all times;
- 1.3.2.2 meet all requirements of applicable Law, Building Code and Authority Policies and Procedures. Where there are conflicts between Operational Policies and Procedures and Authority Policies and Procedures, Authority Policies and Procedures will prevail;
- 1.3.2.3 research and develop new service delivery methods and apprise the Authority of their benefits;
- 1.3.2.4 manage matters and marshal resources as required to respond to Demand Requisitions, including emergencies, and to provide a high level of customer care;
- 1.3.2.5 keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding Project Co Persons;

- 1.3.2.6 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 it's Sub-Contractors;
- 1.3.2.7 ensure a collaborative working relationship with the Authority, Authority Persons and Facility Users, including ensuring that all interactions are conducted with mutual respect;
- 1.3.2.8 exercise competent supervision of the Services at all times;
- 1.3.2.9 administer all insurance and warranty claims in connection with the provision of the Services at the Facility; and
- 1.3.2.10 provide all quality assurance and quality monitoring relevant to the Services.

#### 1.4 **Service Standards**

- 1.4.1 Without limiting Section 1.3.1 Project Co will at all times during the Operating Period provide the Services:
  - 1.4.1.1 in accordance with the standards set out in this Schedule (including the Appendices), including the applicable Response Times and Rectification Periods;
  - 1.4.1.2 in compliance with all applicable Laws, all agreed upon service protocols, and all applicable Authority Policies and Procedures, as they may be amended from time-to-time;
  - 1.4.1.3 without interfering (except to the extent approved, in advance, by the Authority), with: (i) the Authority Operations; (ii) the day-to-day operation of the Facility or any other Authority Activities
  - 1.4.1.4 to standards consistent with ISO 14001 standards; and
  - 1.4.1.5 continuously and in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and
  - 1.4.1.6 to the service standards that an experienced, prudent and knowledgeable long term owner of a comparable university facility in Canada would employ taking into account the age and use of the comparable facility.

1.4.2 Where more than one of the standards described in Section 1.4 [Service Standards] of this Schedule is applicable to any particular Service, Project Co will at all times perform the Services in accordance with the highest of such standards.

## 1.5 **Changes to Authority Policies and Procedures**

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

## 1.6 **General and Emergency Communications**

1.6.1 Project Co’s management and supervisory staff will, at all times, liaise and communicate with: (i) the Authority’s Operating Period Representative; (ii) designated external advisors to the Authority; and (iii) all applicable Governmental Authorities, in accordance with the communication and cooperation protocol included in the then current Annual Service Plan.

1.6.2 Project Co will promptly notify the Authority’s Operating Period Representative upon becoming aware of any hazard that has resulted, or which may result, in a serious injury or a life threatening outcome to any Project Co Person, Authority Person or other Facility User.

## 1.7 **Staffing**

1.7.1 Project Co will comply with the requirements of this Section to deliver the Services and to meet the obligations set out in this Agreement, including these Services Protocols and Specifications, and will ensure that each Project Co Person engaged in the delivery of the Services has all authorizations, qualifications, licenses, training, experience, skills, expertise, trade certifications, registrations and professional designations required to perform all Services to which they are assigned.

1.7.2 Project Co will:

1.7.2.1 carry out all necessary recruitment in order to fulfil its obligations under Section 1.7 [Staffing] of this Schedule 4 [Services Protocols and Specifications];

- 1.7.2.2 ensure that prior to the performance of any Services, each Project Co Person engaged in the delivery of the Services:
  - 1.7.2.2(1) executes a pledge of confidentiality, in a form approved by the Authority; and
  - 1.7.2.2(2) successfully completes: (i) an orientation and training course which is consistent with, and incorporates, all relevant aspects of the Authority's Facility Orientation Course, and (ii) all other orientation and training as specified in the Staffing Plan included in the then current Annual Service Plan;
- 1.7.2.3 cause each Project Co Person engaged in the delivery of the Services to attend any additional orientation and training required by the Authority;
- 1.7.2.4 provide, and ensure that each Project Co Person engaged in the delivery of the Services provides, a high level of customer care in connection with their performance of all Services;
- 1.7.2.5 deliver to the Authority's Operating Period Representative, once every six (6) months, a list identifying:
  - 1.7.2.5(1) each Project Co Person engaged to perform Services during the preceding six-month period; and
  - 1.7.2.5(2) the date on which each Project Co Person engaged to perform Services during the preceding six-month period successfully completed his or her orientation and training;
- 1.7.2.6 ensure that each Project Co Person engaged in the delivery of the Services:
  - 1.7.2.6(1) has a good command of the verbal and written English language;
  - 1.7.2.6(2) receives all ongoing training, knowledge and skills development and other professional development required by applicable Laws and the Staffing Plan included in the then current Annual Service Plan;

1.7.2.6(3) at all times complies with all applicable Laws, Authority Policies and Procedures, Operational Policies and Procedures, and other requirements of this Agreement, including those related to:

- (a) security clearances;
- (b) personal identification and Facility access control;
- (c) immunization and infection control; and
- (d) tool control.

1.7.2.6(4) is at all times properly and adequately notified, trained and instructed with regard to:

- (a) the tasks that such Project Co Person is required to perform;
- (b) the Services Protocols and Specifications applicable to the Services to be performed;
- (c) the contents of all manuals, standard operating procedures and business processes established by Project Co, to the extent applicable to the Services to be performed;
- (d) all relevant health and safety hazards associated with the Services to be performed and the rules, policies and procedures established by Project Co concerning health and safety at the Facility;
- (e) all applicable fire precautions, procedures and contingency plans;
- (f) all contents of the Authority's emergency preparedness management plan, policy and protocols;
- (g) use of all equipment and machines applicable to the Services to be performed;
- (h) handling and usage of chemicals, including pesticides, herbicides and fertilizers, and other Hazardous Substances applicable to the Services to be performed;
- (i) use of personal protective equipment applicable to the Services to be performed;
- (j) the requirements of all applicable Laws; and



- (k) the requirements of all applicable Authority Policies and Procedures and all Operational Policies and Procedures;
  - (l) Appendix 4D Part 10 Security and Appendix 4L Security Services
- 1.7.2.7 ensure that all training, knowledge and skills development and professional development activities, including continuing professional development, are recorded and retained in the personnel records of the applicable Project Co Persons;
- 1.7.2.8 manage all human resource matters in respect of Project Co Persons and performance of the Services including:
- 1.7.2.8(1) ensuring that all Project Co Persons, when on duty at the Facility:
    - (a) are properly and presentably dressed in appropriate uniforms, and which otherwise comply with all applicable Authority Policies and Procedures;
    - (b) wear appropriate work wear, including personal protective equipment;
    - (c) maintain a high standard of personal hygiene, courtesy and consideration and conduct themselves in a professional manner at all times; and
    - (d) wear identification badges provided by the Authority, and comply with all applicable identification systems, at all times while at the Facility; and
  - 1.7.2.8(2) ensuring all Project Co Persons engaged in the delivery of the Services understand the Authority's employment and labour relations environment and that they conduct themselves according to the requirements and obligations of the applicable collective agreement(s) and work to promote good relationships with the Authority's unions and employees;
- 1.7.2.9 carry out all occupational health and safety and risk management responsibilities with respect to the Services, including:

- 1.7.2.9(1) establishing a Project Co health and safety committee and participating in any joint health and safety committees established by the Authority;
- 1.7.2.9(2) ensuring that all Project Co Persons engaged in the delivery of the Services comply with the Operational Policies and Procedures with respect to occupational health and workplace safety, as detailed in the Staffing Plan, included in the then current Annual Service Plan;
- 1.7.2.9(3) administering and managing Project Co's compliance with its health and safety obligations insofar as they relate to the provision of the Services;
- 1.7.2.9(4) ensuring that Project Co Persons engaged in the delivery of the Services:
  - (a) have received any and all immunizations required by applicable Authority Policies and Procedures, Operational Policies and Procedures, and this Agreement. Project Co to retain records of such immunizations in accordance with Schedule 14 [Records and Reports]; and
  - (b) have received training in proper hand washing procedures;
- 1.7.2.9(5) retaining the services of a Qualified (as defined in Part 1 of the *Occupational Health and Safety Regulation* (British Columbia)) safety advisor and causing such advisor to review and coordinate the production, amendment and updating of the occupational health and workplace safety policies and procedures of Project Co, the Project Contractors and any Sub-Contractors engaged in the delivery of the Services;
- 1.7.2.9(6) ensuring first aid training and first aid facilities are provided to all Project Co Persons engaged in the delivery of Services, to the extent required by the *Workers Compensation Act*, R.S.B.C. 1996, c.492 and the *Occupational Health and Safety Regulation* BC Reg 296/97;

1.7.2.9(7) maintaining up-to-date health and safety records in accordance with Schedule 14 and making these available, upon demand, for inspection by the Authority, and authorized Governmental Authorities, including:

- (a) occupational health and safety risk assessments in respect of all of the Services;
- (b) health and safety program manuals;
- (c) public health and safety notices;
- (d) health and safety monthly reports, identifying the occurrence of any health and safety incidents and whether each incident led to a loss of work days; and

1.7.2.9(8) providing an annual statement of compliance with all health and safety aspects of the applicable Laws, in a form acceptable to the Authority.

1.7.3 Project Co will ensure that all Project Co Persons providing Services are trained and coordinated with Authority Persons on Emergency Management Plans as required. As a minimum, the Service Provider Lead shall participate in all Authority emergency drills and training with respect to contingency and emergency preparedness.

1.7.4 Without limiting any of Project Co's obligations pursuant to Section 1.7 [Staffing] of this Schedule 4 [Services Protocols and Specifications], Project Co will advise the Authority, in writing, promptly upon becoming aware of any occupational health and safety or risk management concerns, whether within or outside of Project Co's scope of responsibility. Where such concerns relate to elements outside of Project Co's scope of responsibility, Project Co will provide reasonable assistance to the Authority to minimize the cost and disruptions of addressing such concerns.

## 1.8 **Supervision**

1.8.1 Not less than 90 days before the Target Service Commencement Date, Project Co will designate, in writing, a Service Provider Lead and an Assistant Service Provider Lead:

1.8.1.1 one of whom may also be Project Co's Operating Period Representative;

1.8.1.2 who will be the representatives of Project Co at the Facility, with full authority to act on behalf of and bind Project Co with respect to the

Services, except that the Service Provider Lead and Assistant Service Provider Lead will not have the authority to execute or to agree to any amendments or to grant any waivers in relation to this Agreement; and

1.8.1.3 at least one of whom will be available and contactable through the Help Desk, 24 hours per day, 365 (366) days of the year; and who will at all times exercise competent management of the Services and of all Project Co Persons engaged in the delivery of Services.

1.8.2 Project Co may at any time and at its discretion by written notice to the Authority change the person appointed, Service Provider Lead or Assistant Service Provider Lead. If at any time the Authority objects to the Service Provider Lead or Assistant Service Provider Lead, then Project Co will give reasonable consideration to replacing the Service Provider Lead, or Assistant Service Provider Lead, as applicable, with a person with equal experience and qualifications, and who is reasonably acceptable to the Authority.

#### 1.9 **Other General Management Services**

1.9.1 Project Co will coordinate communication between Project Contractors, Sub-Contractors and Project Co, and, as may be reasonably required from time to time, between Project Contractors, Sub-Contractors and the Authority.

1.9.2 Project Co will cooperate with and assist the Authority in the interface and coordination with the Authority Activities and the Authority's contractors.

1.9.3 Project Co will prepare and maintain Operational Policies and Procedures.

1.9.4 In connection with the provision of the Services, Project Co will liaise with:

1.9.4.1 the Authority to schedule Lifecycle Maintenance throughout the academic year during times of minimal activity, and

1.9.4.2 external advisors and Governmental Authorities in respect of the Services, as reasonably required by the Authority.

1.9.5 Project Co will keep the Authority informed, in such detail as the Authority may reasonably require, of the progress of collective agreement negotiations with Project Co Persons, if any.

- 1.9.6 Upon request by the Authority, Project Co will provide for, and cooperate with the Authority in the management of, visits to the Facility by visitors and other invitees of the Authority.
- 1.9.7 Project Co will actively participate, and ensure that all Project Co Persons engaged in the delivery of the Services actively participate, in the response to, and mitigation of, any declared emergencies, riots, outbreaks, pandemics, labour disruptions and other major disasters at, or affecting the Facility, as described in Section 3.14 [Contingency Planning and Crisis Management] of this Schedule.

## **PART 2. OPERATING PERIOD ADMINISTRATION**

### **2.1 Operating Period Representatives**

- 2.1.1 Not less than one year before the Target Service Commencement Date, each of the parties will designate in writing a person (the "**Operating Period Representative**") to be that party's single point of contact with respect to the Operating Period and the Services.
- 2.1.2 A party's Operating Period Representative will have full authority to act on behalf of and bind the party with respect to the Services, provided that an Operating Period Representative will not have the authority to execute or to agree to any amendments or to grant any waivers in relation to this Agreement.
- 2.1.3 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

### **2.2 Operating Period Committee**

- 2.2.1 Not less than one year before the Target Service Commencement Date, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the "**Operating Period Joint Committee**") consisting of the Operating Period Representatives and such other members as the parties may agree from time to time.
- 2.2.2 The purpose of the Operating Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Facility and the Services during the Operating Period 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.

2.2.3 The Operating Period Joint Committee:

- 2.2.3.1 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;
- 2.2.3.2 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;
- 2.2.3.3 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 Part 3 [Operating Period Plans] of this Schedule;
- 2.2.3.4 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
- 2.2.3.5 will have no authority to agree to any amendments or to grant any waivers in relation to this Agreement.

2.2.4 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:

- 2.2.4.1 invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
- 2.2.4.2 receive and review a report from any person agreed by the members of the Operating Period Joint Committee.

- 2.2.5 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 for dispute resolution, in accordance with the Dispute Resolution Procedure by either the Authority or Project Co.
- 2.2.6 The Operating Period Joint Committee will meet (unless otherwise agreed by its members) in person at least once each month:
- 2.2.6.1 prior to Service Commencement Date, at an agreed upon site in Vancouver; and
  - 2.2.6.2 after the Service Commencement Date, at the Facility, unless otherwise agreed.
- 2.2.7 Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time by giving not less than 10 Business Days' notice to the other party (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.
- 2.2.8 Records of recommendations and decisions of the Operating Period Joint Committee will be kept by Project Co in accordance with Schedule 14 [Records and Reports] and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

### 2.3 **Joint Technical Review**

- 2.3.1 At the end of each five-year period throughout the Operating Period, Project Co and the Authority, supported by a 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 independent inspector shall be experienced in conducting facility condition assessment for facilities that are required to operate 24 hours per day 365 (366) days per year. The Joint Technical Review will assess the performance and effectiveness of both the Scheduled Maintenance and life cycle works completed over the previous five-year period and the work planned and scheduled for the upcoming five-year period in accordance with the then current Five-Year Maintenance Plan, Life Cycle Plan and these Services Protocols and

Specifications. The cost of the independent inspector engaged to conduct Joint Technical Review will be split equally between the Authority and Project Co.

- 2.3.2 The current Facility condition standard for each Joint Technical Review will be based on the principle that each Maintained Element of the Facility will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- 2.3.3 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.
- 2.3.4 The findings of each Joint Technical Review will be documented in a written report prepared by the independent inspector (the “**Facility Condition Reports**”). Each report will identify:
- 2.3.4.1 the condition of the Facility;
  - 2.3.4.2 any elements of the Facility that do not meet the standard in Section 2.3.2 [Joint Technical Review] of this Schedule; and
  - 2.3.4.3 any deficiencies in the performance of the obligations of Project Co under this Agreement by referring to the Services Protocols and Specifications and the Life Cycle Plan.
- 2.3.5 Within 30 days after receipt of the Facility Condition Report, Project Co will prepare a remediation plan (the “**Remediation Plan**”) outlining its approach and proposed schedule for rectification of any identified deficiencies.
- 2.3.6 The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of each Joint Technical Review and the Remediation Plan. If, in the opinion of the Operating Period Joint Committee, a subsequent inspection of the remediation work completed by Project Co is necessary, the inspector will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.
- 2.3.7 The Life Cycle Plan and the Five-Year Maintenance Plan, including any life cycle replacement and/or refurbishment works will be amended and updated, as applicable, to include all remediation work identified in the Facility Condition Report and/or the revised Facility Condition Report. Project Co will rectify any identified deficiencies to



the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee.

#### **2.4 Authority Not Responsible for the Services**

2.4.1 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 review, acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or any other representative of the Authority will in any way relieve Project Co of its obligation for all aspects of the Services.

### **PART 3. OPERATING PERIOD PLANS**

#### **3.1 Preparation of Plans**

3.1.1 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 3.2 [Submission of Plans to the Authority] of this Schedule.

#### **3.2 Submission of Plans to the Authority**

3.2.1 Project Co will submit each of the Plans and the Operational Policies and Procedures to the Authority as Operating Period Submittals in accordance with the processes and deadlines described in Appendix 4I [Operating Period Review Procedure].

#### **3.3 Failure to Prepare Plans**

3.3.1 Any failure of Project Co to prepare and submit to the Authority any of the Plans or Operational Policies and Procedures in accordance with this Part 3 and Appendix 4I [Operational Period Review Procedure] will be a Service Failure pursuant to Appendix 4C [Performance Indicators].

#### **3.4 Amendment of Plans**

3.4.1 Any proposed amendment to Reviewed Operating Period Submittals will be subject to the review procedure described in Appendix 4I [Operating Period Review Procedure].

#### **3.5 Implementation of Plans**

3.5.1 Project Co will implement and comply with all Reviewed Operating Period Submittals.

### 3.6 Operating Period Submittal Deadlines

- 3.6.1 Project Co will, in consultation with the Design-Builder and the Service Provider:
- 3.6.1.1 submit and finalize a draft Start-up Plan and a draft Life Cycle Schedule in accordance with Part 6 of Appendix 4I [Operating Period Review Procedure];
  - 3.6.1.2 180 days prior to the Target Service Commencement Date submit an outline of all Operation Period Submittals;
  - 3.6.1.3 not later than 90 days prior to Target Service Commencement Date, Project Co will submit:
    - 3.6.1.3(1) the Authority Satisfaction System; and
    - 3.6.1.3(2) a final draft of all Operating Period Submittals;
  - 3.6.1.4 for each year after the Service Commencement Date (commencing with the Contract Year that starts April 1 of the year following the Service Commencement Date) and not later than March 1, submit:
    - 3.6.1.4(1) the Annual Service Plan;
    - 3.6.1.4(2) the Life Cycle Plan;
    - 3.6.1.4(3) the Environmental Management Plan;
    - 3.6.1.4(4) the Energy Management Plan;
    - 3.6.1.4(5) an updated Five-Year Maintenance Plan; and
    - 3.6.1.4(6) any updates to the Operational Policies and Procedures;
  - 3.6.1.5 no more than 360 days after the Effective Date, submit the Energy Management Plan;
  - 3.6.1.6 work with Authority and submit to the Authority:
    - 3.6.1.6(1) the Contingency/Crisis Management Plan; and
    - 3.6.1.6(2) any Remediation Plan in accordance with Section 2.3.5 of this Schedule.

### 3.7 Life Cycle Schedule

- 3.7.1 Project Co will prepare a report that sets out the design or anticipated service life of each major element in the Facility and the initial Project Co plans and strategies for life cycle replacement and/or refurbishment relating thereto (“**Life Cycle Schedule**”). The Life Cycle Schedule will be used as the basis for the Life Cycle Plan.

### 3.8 Start-up Plan

- 3.8.1 Project Co will establish and implement a start-up plan (the “**Start-up Plan**”) which will include each of the following:
- 3.8.1.1 a comprehensive system of financial and management controls relating to the delivery of the Services;
  - 3.8.1.2 a schedule identifying the tasks to be completed prior to the Service Commencement Date and the targeted completion dates of each task so that Project Co will be in a position to commence delivery of the Services on the Service Commencement Date;
  - 3.8.1.3 the Annual Service Plan for the first 12 months of the Operating Period, in accordance with Section 3.9 [Annual Service Plans] of this Schedule;
  - 3.8.1.4 a preliminary Five Year Maintenance Plan in accordance with Section 3.10 [Five Year Maintenance Plan] of this Schedule;
  - 3.8.1.5 a preliminary Environmental Management Plan in accordance with Section 3.12 [Environmental Management Plan] of this Schedule;
  - 3.8.1.6 preliminary Operational Policies and Procedures; and
  - 3.8.1.7 a detailed description of all elements of the Performance Monitoring Program and the mechanism for implementation of the Performance Monitoring Program by the Service Commencement Date.

### 3.9 Annual Service Plans

- 3.9.1 Project Co will establish and implement an annual service plan (the “**Annual Service Plan**”) for the delivery of Services, in accordance with the terms of this Agreement and Good Industry Practice, which will include each of the following sub-sections:
- Operational Plan –Section 3.9.1.1
  - Staffing Plan – Section 3.9.1.2

- Training Program – Section 3.9.1.3
- Quality Monitoring Program – Section 3.9.1.4
- Maintenance History – Section 3.9.1.5
- One-Year Scheduled Maintenance Plan – Section 3.9.1.6
- Scheduled Maintenance Program – Section 3.9.1.7
- Critical Spare Parts List – Section 3.9.1.8
- Building Systems – Section 3.9.1.9
- Roads, Grounds and Landscape Maintenance – Section 3.9.1.10
- Equipment and Systems Commissioning – Section 3.9.1.11
- Maintained Equipment – Section 3.9.1.12
- Fire, Life Safety and Emergency Plan – Section 3.9.1.13
- Service Failure Response Plan – Section 3.9.1.14
- Communication and Cooperation Protocol – Section 3.9.1.15

3.9.1.1 **Operational Plan** – an operational plan detailing the methods by which Project Co will deliver the Services, such that the Services:

3.9.1.1(1) comply with these Services Protocols and Specifications and the Appendices to this Schedule 4 [Services Protocols and Specifications];

3.9.1.1(2) will not interfere in any material respect with, and will be complementary to, the delivery of Authority Activities and use of the Facility by Facility Users; and

3.9.1.2 **Staffing Plan** – a detailed organizational and Staffing Plan for all Project Co Persons, including the personnel of the Service Provider and the Sub-Contractors engaged to perform the Services, which will include:

3.9.1.2(1) provision of sufficient and appropriately qualified, licensed, trained, experienced and competent Project Co Persons or Sub-Contractors with the skills necessary to perform the Services;

3.9.1.2(2) job role descriptions, tasks and responsibilities, reporting relationships and lines of communication, for all Project Co Persons engaged in the delivery of the Services;

3.9.1.2(3) personnel policies, practices and procedures with respect to occupational health and workplace safety, consistent with the requirements of the *Workers Compensation Act*, R.S.B.C. 1996, c.492 and the *Occupational Health and Safety*

*Regulation BC Reg 296/97*, and including detailed policies, practices and procedures relating to:

- (a) personal hygiene and hand washing;
- (b) early return to work/transitional work programs;
- (c) appropriate dress and use of personal protective equipment;
- (d) first aid training;
- (e) emergency preparedness training in keeping with the Authority's plan, policy and procedures;
- (f) use and application of the Workplace Hazardous Materials Information System (WHMIS), including Material Data Safety Sheets (MSDS); and
- (g) use of all applicable equipment and machines;

3.9.1.2(4) personnel policies, practices and procedures with respect to job training and orientation, including Project Co's policies, practices and procedures relating to:

- (a) handling, storage and use of cleaning materials and equipment and the Facility's materials and finishes;
- (b) manual material handling;
- (c) mutual respect standards, including anti-harassment and anti-bullying standards;
- (d) use and operation of the CMMS;
- (e) tool controls;
- (f) working with, and in proximity to, a student population;
- (g) 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;
- (h) prevention of violence in the workplace;
- (i) human rights matters;
- (j) confidentiality and privacy, consistent with those of the Authority in effect for the Facility and the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165;
- (k) appropriate rules of conduct for the Facility;

- (l) roles, responsibilities and obligations pursuant to the Contingency/Crisis Management Plan;
  - (m) roles, responsibilities and obligations pursuant to a strike contingency plan, providing for performance of the Services in the event of disruption by a labour dispute;
  - (n) appropriate Facility orientation and job training; and
  - (o) Part 10 Security of Appendix 4D.
- 3.9.1.2(5) copies of all training and Facility orientation materials to be utilized by Project Co, in each case, consistent with the applicable Authority Policies and Procedures in effect for the Facility;
- 3.9.1.2(6) procedures for reporting to the Authority:
- (a) any Project Co Person engaged in the delivery of the Services suffering from any illness which may compromise the health or safety of any Facility User;
  - (b) instances of any Project Co Person engaged in the delivery of the Services having had contact with any person suffering from any illness which may compromise the health or safety of any Facility User; and
  - (c) instances of any Project Co Person engaged in violence, coercion, possession of contraband or other known violation of law or policy and procedures; and
- 3.9.1.2(7) procedures for obtaining and reviewing criminal record checks for any new Project Co Person engaged in the delivery of the Services in accordance with the *Criminal Records Review Act* (British Columbia) and procedures for reporting compliance with such requirements to the Authority..
- 3.9.1.3 **Help Desk Training Program** – a training program that begins no later than 60 days before Service Commencement and includes provision for the bi-annual training and re-training of all Facility Users designated by the Authority as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co.

- 3.9.1.4 **Quality Monitoring Program** – a comprehensive quality monitoring program including both quality assurance and quality control plans that are derived from Good Industry Practice for monitoring the performance of the Services and all aspects of the Facility.
- 3.9.1.5 **Maintenance History** - details of all Maintenance undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions taken.
- 3.9.1.6 **One-Year Scheduled Maintenance Plan** – a detailed one year plan of Scheduled Maintenance for the ensuing year, including:
- 3.9.1.6(1) a description of the proposed work and job plan;
  - 3.9.1.6(2) the planned date and time when the work is scheduled to be performed;
  - 3.9.1.6(3) location of the work to be undertaken;
  - 3.9.1.6(4) identification of activities which may cause disruption to the Authority, Facility Users and the methods by which Project Co will make accommodations to minimize such disruptions; and
  - 3.9.1.6(5) any changes proposed either by the Authority or Project Co.
- 3.9.1.7 **Scheduled Maintenance Program** - 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, including:
- 3.9.1.7(1) hierarchical based component identification;
  - 3.9.1.7(2) description (make, model, serial #, capacity, etc);
  - 3.9.1.7(3) location;
  - 3.9.1.7(4) priority classification;
  - 3.9.1.7(5) unique identification code;
  - 3.9.1.7(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;
- 3.9.1.7(7) frequency;
- 3.9.1.7(8) scheduled dates;
- 3.9.1.7(9) maintenance history including planned and unplanned Maintenance;
- 3.9.1.7(10) the provider (Project Co Person or Contractor) of the Service;
- 3.9.1.7(11) status;
- 3.9.1.7(12) notes, including inspection observations, recommendations and comments; and
- 3.9.1.7(13) a schedule for planned tests, inspections and issuance of reports, including observations, recommendations and comments. The testing and inspection schedule will include all routine inspection, testing and servicing i) required by the insurers of the Facility; ii) required by applicable Laws; iii) required by local, regional and provincial health authorities and other Governmental Authorities; (iv) recommended by the applicable manufacturers, to the extent required to maintain applicable warranty coverage; and (v) in accordance with Good Industry Practice.
- 3.9.1.8 **Critical Spare Parts List** - a listing and inventory of spare parts and supplies to retain at the Facility, so as to comply with the applicable Rectification Times;
- 3.9.1.9 **Building Systems:** a schedule for routine inspection, testing and servicing of all Building Systems, including:
- 3.9.1.9(1) HVAC;



- 3.9.1.9(2) plumbing and water systems;
- 3.9.1.9(3) boilers and related systems and components;
- 3.9.1.9(4) elevators and conveying devices;
- 3.9.1.9(5) mechanical systems;
- 3.9.1.9(6) electrical distribution systems;
- 3.9.1.9(7) 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, firefighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, and voice communication systems;
- 3.9.1.9(8) 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;
- 3.9.1.9(9) the potable and non-potable water supply (including testing for Legionella); and
- 3.9.1.9(10) all portable tools and testing devices.

3.9.1.10 **Roads, Grounds and Landscape Maintenance**

- 3.9.1.10(1) Refer to Appendix 4E [Roads, Grounds and Landscape Maintenance Services].

3.9.1.11 **Equipment and Systems Commissioning** – details of Project Co's plans and procedures for commissioning and re-commissioning all new plant operations, systems and equipment installed by Project Co during the Operating Period.

3.9.1.12 **Maintained Equipment**

- 3.9.1.12(1) Refer to Schedule 2 Appendix 2E [Equipment and Furniture].

3.9.1.13 **Fire, Life Safety and Emergency Plan** – a comprehensive fire, life safety, emergency, disaster preparedness, post-disaster operational and contingency response plan for the Facility (the "***Fire, Life Safety and Emergency Plan***"), which is: (i) compliant with the British Columbia Emergency Response Management System; (ii) compliant with all applicable Governmental Authorities' emergency response plans and procedures; and (iii) integrated with the Authority's emergency response systems, plans and procedures. The Fire, Life Safety and Emergency Plan will be coordinated and integrated with the Authority's Contingency/Crisis Management Plan and will include plans and procedures for:

- 3.9.1.13(1) conducting fire drills on all work shifts in conjunction with the Authority and the relevant fire officials;
- 3.9.1.13(2) evacuation of the Facility under different emergency scenarios including fire, explosion, flood, earthquake, hurricane, tornado, toxic material release, radiological and biological accident, civil disturbance and workplace violence, and details of the means by which Project Co will ensure fulfillment of its role in the evacuation of the Facility;
- 3.9.1.13(3) fulfilling Project Co's roles during and after a declared outbreak or pandemic;
- 3.9.1.13(4) fulfilling Project Co's role during and after a natural disaster such as floods or earthquakes;
- 3.9.1.13(5) implementing Project Co's business contingency and service resumption plans, including, where applicable, the Contingency/Crisis Management Plan included in the then current Annual Service Plan;
- 3.9.1.13(6) training of all Project Co Persons engaged in the delivery of Services with respect to fire and life safety;
- 3.9.1.13(7) 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;

- 3.9.1.13(8) provision that all available Project Co Persons on Site will provide whatever assistance can safely be provided in response to an emergency including:
  - (a) responding to a fire or other emergency alarm; and
  - (b) reporting blocked fire access routes to the Help Desk and to the Authority;
- 3.9.1.13(9) assisting Authority Persons to limit unauthorized access to the scene of a fire or other emergency;
- 3.9.1.13(10) assisting in the evacuation of the affected areas;
- 3.9.1.13(11) providing for the adequate storage and maintenance of the Authority's emergency preparedness supplies and equipment, to the Authority's standard;
- 3.9.1.13(12) liaising with external agencies, including the fire department as part of its response in relation to an incident; and
- 3.9.1.13(13) confirming that:
  - (a) all emergency procedures and contingency plans including, fire compartmentalization design, provision of escape routes and provision of firefighting equipment and systems are compliant with the requirements of this Agreement;
  - (b) up-to-date, Record drawings are maintained at the Facility and accessible to emergency personnel at a designated location, acceptable to the Authority;
  - (c) the fire alarm system is properly certified; and
  - (d) the emergency or standby generator is properly tested, including simulation of power interruptions, and the generator is successfully performing under full load.

3.9.1.14 **Service Failure Response Plan** – detailed procedures for responding to Unavailability Events and Service Failures;

3.9.1.15 **Communication and Cooperation Protocol** - protocols and procedures for cooperation with the Authority and other Facility Users in respect to the Authority Activities at the Facility, including:

- 3.9.1.15(1) repair and maintenance protocols for all infrastructure, utilities, systems and equipment integrated or connected with those of the Authority or other Facility Users;
- 3.9.1.15(2) the receipt at the loading dock of goods and supplies required by Project Co to perform the Services and Project Co's movement and control of such goods and supplies within the Facility;
- 3.9.1.15(3) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Authority, Authority Persons and relevant Governmental Authorities, in order to facilitate the delivery of the Services and ensure Project Co is aware of the day-to-day specific requirements of the Authority and other Facility Users; and
- 3.9.1.15(4) a description of the arrangements and services to be provided by Project Co in respect of religious observances and other special cultural occasions which the Authority notifies Project Co are to be observed and recognized at the Facility, provided any such arrangements and services will be consistent with those commonly recognized within the community.

### 3.10 **Five Year Maintenance Plan**

3.10.1 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 all Maintained Elements based on Good Industry Practice. The Five Year Maintenance Plan 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.

### 3.11 **Life Cycle Plan**

3.11.1 Project Co will establish and implement throughout the Operating Period, in conjunction with the Five Year Maintenance Plan, an asset life cycle and rehabilitation

plan (the “**Life Cycle Plan**”) for the Term for all Maintained Elements based on the Life Cycle Schedule and Good Industry Practice. The Life Cycle Plan will include:

- 3.11.1.1 the methods, procedures and practices by which Project Co will:
  - 3.11.1.1(1) ensure the long-term integrity and ongoing operational serviceability of the Facility;
  - 3.11.1.1(2) ensure that on the Expiry Date all aspects of the Facility are functional to the standard specified in the Handback Requirements;
  - 3.11.1.1(3) minimize, to the extent reasonably possible, disruption to the Authority’s Activities and programs at the Facility; and
  - 3.11.1.1(4) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility; and
- 3.11.1.2 specific refurbishment and replacement plans, key assumptions and annual cost provisions for all aspects of the Facility, categorized by major elements.

### 3.12 **Environmental Management Plan and System**

3.12.1 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 and the Environmental Management System developed in accordance with Appendix 4H [Environmental and Sustainability Services] and consistent with the Authority’s Environmental Policy. The Environmental Management Plan will include:

- 3.12.1.1 maintaining compliance with all applicable Laws, including those regarding the handling, storage and disposal of Hazardous Substances;
- 3.12.1.2 maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;

3.12.1.3 ensuring that the Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment; and

3.12.1.4 providing monitoring, inspection, testing, handling, storage and cleanup of all Hazardous Substances introduced by Project Co.

3.12.2 Environmental Management System

3.12.2.1 Project Co will develop, implement and maintain throughout the Operating Period a comprehensive environmental management system (the “Environmental Management System” or “EMS”) for the Facility that is in compliance with the Authority's sustainability practices, and is consistent with ISO 14001 standards. The Environmental Management System will include:

3.12.2.1(1) emissions management (air and wastewater);

3.12.2.1(2) GHG emission reduction;

3.12.2.1(3) halocarbons (ozone depleting substance) management;

3.12.2.1(4) hazardous materials and hazardous waste management;

3.12.2.1(5) non-hazardous solid waste management and recycling;

3.12.2.1(6) storage tanks management;

3.12.2.1(7) potable water quality management;

3.12.2.1(8) water conservation;

3.12.2.1(9) indoor air quality management;

3.12.2.1(10) green materials and supplies;

3.12.2.1(11) proactive mold growth prevention;

3.12.2.1(12) continuous hazardous gas monitoring;

3.12.2.1(13) managing sound pollution;

3.12.2.1(14) developing an occupant environmental awareness program in conjunction with the Authority; and

3.12.2.1(15) reporting to the Authority on the development and implementation of all programs and procedures intended to reduce the environmental impact of the delivery of Services.

3.12.2.2 Project Co will perform the Services in accordance with the EMS on an ongoing basis in a careful and environmentally responsible fashion to minimize effects on health and the environment.

3.12.2.3 Project Co will employ environmentally sound processes, materials, supplies and equipment.

3.12.2.4 Project Co will put programs in place to ensure monitoring, inspection, testing, handling, storage and clean up as required for all elements of the EMS.

### 3.13 **Energy Management Plan**

3.13.1 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 and developed in accordance with Appendix 2D [Energy] and Appendix 4H [Environmental and Sustainability Services] and will include Project Co’s policies and procedures for developing and promoting an energy awareness program for all employees in conjunction with the Authority.

3.13.2 The parties will monitor compliance with the Energy Management Plan at each meeting of the Operating Period Joint Committee.

### 3.14 **Contingency Planning and Crisis Management:**

3.14.1 Project Co will cooperate with the Authority and assist the Authority to develop a Facility contingency/crisis management plan (the “**Contingency/Crisis Management Plan**”), including:

3.14.1.1 measures to protect the safety and well-being of Project Co Persons, visitors, Students, Authority Persons and other Facility Users, in the event of a declared emergency, riot, outbreak, pandemic, labour disruption or other major incident; and

- 3.14.1.2 a description of Project Co's role and obligations in support of the Authority during a declared emergency, riot, outbreak, pandemic, labour disruption or other major incident.

### 3.15 **Plan Updates**

- 3.15.1 Project Co will provide details of any proposed updates or amendments to:
  - 3.15.1.1 the manner in which Project Co delivers the Services and the anticipated impact of those changes on the Authority and Facility Users; and
  - 3.15.1.2 the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in this Schedule.

## **PART 4. PERFORMANCE MONITORING AND REPORTING**

### 4.1 **Project Co Performance Monitoring**

- 4.1.1 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 and which will, at all times, permit the Authority to determine whether or not Project Co has delivered the Services in accordance with the applicable performance requirements. The Performance Monitoring Program will include monitoring the following:
  - 4.1.1.1 all electronically recorded or written data, information or communications made in respect of the Services and the Facility, including:
    - 4.1.1.1(1) such data, information, communications and records made to or generated by the BMS, the CMMS, the Help Desk and any other information systems used by Project Co in connection with the Facility and the Services;
    - 4.1.1.1(2) trend logs from the BMS; and
  - 4.1.1.2 all other Project Co self-monitoring and reporting, including:
    - 4.1.1.2(1) records of compliance with Response Times and Rectification Periods;



- 4.1.1.2(2) Help Desk Reports and other Help Desk records;
- 4.1.1.2(3) tracking of any failure to comply with these Services Protocols and Specifications, including failures to comply with any applicable Laws, Authority Policies and Procedures and any other service quality issues identified through Project Co's Operating Period quality monitoring program, included in the then current Annual Service Plan; and
- 4.1.1.2(4) 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;
- 4.1.1.2(5) 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.

## 4.2 Periodic Reporting

- 4.2.1 Project Co will prepare and deliver a performance monitoring report (the "**Performance Monitoring Report**") to the Authority's Operating Period Representative within ten Business Days after the end of each Payment Period during the Operating Period. Each Performance Monitoring Report will include the following information for the relevant Payment Period:
  - 4.2.1.1 all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
  - 4.2.1.2 all regulatory testing and actions taken as required by:
    - 4.2.1.2(1) insurers of the Facility;
    - 4.2.1.2(2) applicable Laws; and
    - 4.2.1.2(3) other Governmental Authorities;
  - 4.2.1.3 all monitoring which has been performed by Project Co in accordance with the Performance Monitoring Program with a summary of all findings;

- 4.2.1.4 a summary of all Unavailability Events, Service Failures and Demand Requisitions, including:
  - 4.2.1.4(1) the number and a summary of each individual Demand Requisition;
  - 4.2.1.4(2) the applicable Response Time and Rectification Period for each Demand Requisition in accordance with Appendix 8D [Response Time and Rectification Period Requirements];
  - 4.2.1.4(3) identification of the affected Functional Unit(s); and
  - 4.2.1.4(4) actual Response Time and Rectification Period for each;
- 4.2.1.5 a summary detailing the implementation of the Annual Service Plan then in effect, including a summary of:
  - 4.2.1.5(1) the Staffing Plan;
  - 4.2.1.5(2) all Scheduled Maintenance and planned shutdowns implemented during the applicable Payment Period and planned for the next reporting period, including schedules and job plans;
  - 4.2.1.5(3) all Demand Maintenance performed during the applicable Payment Period;
  - 4.2.1.5(4) the delivery of all other Services; and
  - 4.2.1.5(5) a summary of all failures by Project Co Persons to comply with, or fulfil the requirements of, any applicable Laws, Authority Policies and Procedures or the then current Operational Policies and Procedures or Plans;
- 4.2.1.6 a copy of any reports required by a Governmental Authority in respect of any failure of a Maintained Element; and
- 4.2.1.7 a summary and calculation of all adjustments to the relevant Periodic Payment and details of the root cause(s) of each Deduction.

### 4.3 Periodic Authority Reporting

- 4.3.1 In addition to the monthly performance reporting, Project Co will prepare and deliver other reporting as reasonably requested by the Authority, including details of completed Minor Works and Changes.

#### 4.4 **Authority Inspection and Audit**

- 4.4.1 Project Co will ensure that systems and controls, acceptable to the Authority are in place to safeguard property, Student and Authority information, confidentiality, cash and commodities, and that appropriate records of such systems and controls are kept and available for inspection by the Authority;

- 4.4.2 Project Co will:

- 4.4.2.1 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 in accordance with the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;
- 4.4.2.2 ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and
- 4.4.2.3 facilitate and assist the Authority with, and participate in, any audit or inspection undertaken by the Authority with respect to the Facility, the Services or the Performance Monitoring Program.

#### 4.5 **Reporting Failures**

- 4.5.1 Any failure of Project Co to prepare and submit to the Authority a Performance Monitoring Report in accordance with this Schedule will be a failure to satisfy a Performance Indicator and will be a Service Failure as described in Appendix 4C [Performance Indicators].

#### 4.6 **Reporting Errors**

- 4.6.1 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**”), Project Co will:

4.6.1.1 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

4.6.1.2 if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or the Reporting Error is discovered by the Authority before it is discovered and reported to the Authority by Project Co, immediately pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error.

4.6.2 The Authority will promptly pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

#### 4.7 **Parties to Advise of Reporting Errors**

4.7.1 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.

#### 4.8 **Increased Monitoring**

4.8.1 If Project Co incurs:

4.8.1.1 Deductions, in respect of any Service, exceeding \$27,000 (Index Linked) in the aggregate in any two consecutive Payment Periods or \$135,000 (Index Linked) in the aggregate in any 6 consecutive payment ; or

4.8.1.2 a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 6 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.

#### 4.9 Replacement of Non-Performing Service Provider or Sub-Contractor

4.9.1 If Project Co has accrued Deductions in excess of \$90,000 (Index Linked) in any two consecutive Payment Periods or \$180,000 (Index Linked) in any six consecutive Payment Periods in respect of any Services performed by a Service Provider, Sub-Contractor or Sub-Contractors to the Service Provider:

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

4.9.1.1(1) the termination of the Sub-Contract or Sub-Contracts of the Sub-Contractor or Sub-Contractors delivering the Service(s) which gave rise to such Deductions; or

4.9.1.1(2) if the Services 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(s).

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

#### 4.10 Authority's Right of Access

4.10.1 Without in any way limiting Project Co’s exclusive responsibility for the Services, the Authority (either itself or by engaging others) may at all times during the Operating Period, without notice, access, audit and inspect the Facility and Project Co’s records of delivery of the Services so as to confirm:

4.10.1.1 the performance by Project Co of its obligations under this Agreement;  
and

4.10.1.2 that the Facility is being maintained in accordance with the terms of this Agreement,

provided that:

- 4.10.1.3 the Authority does not unreasonably interfere with the performance by Project Co of its obligations under this Agreement; and
- 4.10.1.4 the Authority complies with Project Co's reasonable 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.

#### 4.11 Authority Satisfaction System

4.11.1 No fewer than 120 days prior to the Target Service Commencement Date, Project Co will submit to the Authority, Project Co's proposed system for assessment of designated Authority Persons' and other Facility Users' satisfaction with Project Co's provision of the Services (the "**Authority Satisfaction System**"). Project Co's proposed Authority Satisfaction System will:

- 4.11.1.1 include a breakdown of each element of the Services to be surveyed (i.e. cleanliness, security, building and plant equipment, emergency response, asset management, general maintenance, facility condition, environmental controls, communication, cooperation, management of personnel and Sub-Contractors, responsiveness, reporting, invoicing, relationship management, realization of Authority priorities, etc.), (each, a "**Surveyed Element**");
- 4.11.1.2 specifically identify any questions designed to elicit information only ("**Informational Questions**"), and all questions to which the rated provisions of this section will apply ("**Rated Questions**"), provided that, no more than 40% of the questions on a survey may be Informational Questions;
- 4.11.1.3 include the weighting to be applied to each Surveyed Element and to each sub-component comprising the Surveyed Element;
- 4.11.1.4 provide for each Rated Question to be measured using the following scale:

1 = Very Dissatisfied	2 = Dissatisfied
3 = Neither Satisfied nor Dissatisfied	4 = Satisfied
5 = Very Satisfied	N/A = Don't Know or Unable to Answer

- 4.11.1.5 provide for each Informational Question to be answered using either the same scale as set out in Section 4.11.1.4 [Authority Satisfaction System] of this Schedule, narrative responses or a combination of both; and
  - 4.11.1.6 be generally consistent with the Authority satisfaction system described in Appendix 4A [Proposal Extracts (Services)].
- 4.11.2 No fewer than 90 days prior to the Target Service Commencement Date, Project Co will submit a finalized draft of the Authority Satisfaction System to the Authority's Operating Period Representative in accordance with Appendix 4I [Operating Period Review Procedure].
- 4.11.2.1 Following the deeming of the Authority Satisfaction System as a Reviewed Operating Period Submittal in accordance with Appendix 4I [Operating Period Review Procedure], Project Co will implement the Authority Satisfaction System by no later than the Service Commencement Date and will thereafter survey those Authority Persons and other Facility Users designated by the Authority, in accordance with the requirements of the Authority Satisfaction System, at least once each Contract Year.
  - 4.11.2.2 Following completion of each survey of designated Authority Persons and other Facility Users, Project Co will document the survey results in a written report, including a detailed breakdown of all satisfaction ratings on each Surveyed Element and a consolidated list of all narrative comments (each, an "**Authority Satisfaction Report**"). For the purpose of this Section, Project Co's satisfaction rating in respect of a Surveyed Element will be the weighted average of all scores received in respect of the relevant Surveyed Element.
- 4.11.3 Within 30 Days of completion of each survey, Project Co will deliver to the Authority's Operating Period Representative a copy of the Authority Satisfaction Report, together with details of Project Co's proposed remedial plan if required in accordance with Section 4.11.4 [Authority Satisfaction System] of this Schedule.
- 4.11.4 For each Surveyed Element in respect of which:
- 4.11.4.1 Project Co's satisfaction rating is [85%] or greater, no remedial action will be required;

- 4.11.4.2 Project Co's satisfaction rating is between [65%] and [84.9%], Project Co will prepare a plan, acceptable to the Authority, to promptly address and improve its performance of the relevant Services; and
- 4.11.4.3 Project Co's satisfaction rating is [65%] or less, there will be deemed a Service Failure as set out in Appendix 4C [Performance Indicators] will apply.
- 4.11.5 Where Section 4.11.4.2 [Authority Satisfaction System] of this Schedule applies, unless Project Co achieves a satisfaction rating of [85%] or greater in respect of the relevant Surveyed Element during the next scheduled survey then, without limiting the other requirements of this Section, such failure to achieve a satisfaction rating of [85%] or greater will be deemed to be a Service Failure as set out in Appendix 4C [Performance Indicators].
- 4.11.6 At least once every five years throughout the Term, Project Co will review and propose revisions to the Authority Satisfaction System to:
  - 4.11.6.1 ensure that it at all times constitutes a meaningful and informative tool for assessment of Authority Persons' and other Facility Users' satisfaction with Project Co's provision of the Services; and
  - 4.11.6.2 address any deficiencies or other weaknesses in the Authority Satisfaction System which are identified by Project Co, the Authority, the Operating Period Joint Committee or the survey respondents.
- 4.11.7 Project Co will submit all proposed Authority Satisfaction System revisions to the Authority's Operating Period Representative in accordance with Appendix 4I [Operating Period Review Procedure].

## **PART 5. CREATIVE ACTIVITY**

### **5.1 Acknowledgement**

- 5.1.1 Project Co acknowledges and agrees that the nature of operating an art and design university creates a higher instance of wear and tear than would be expected for other types of institutional facilities, including damage resulting from the Creative Activity of Facility Users including Students, faculty, staff and exhibiting artists.
- 5.1.2 Project Co further acknowledges and agrees that Creative Activity is an expected occurrence throughout the Facility. As a result of the expected occurrence of Creative



Activity at the Facility, Project Co, as part of its obligations pursuant to this Agreement, is obligated to maximize the Facility's sustainability, resilience, and resistance to damage through the Design and Construction, in accordance with Schedule 3 [Design and Construction Specifications], and to perform the Services, including Maintenance, so as to minimize the susceptibility of the Facility to such activity.

- 5.1.3 Facility Users are required to bring back to original condition any Finishes that are damaged after their exhibit is removed. This may involve walls, floor or ceiling Finishes. Students are required to remedy Minor Damage caused by approved Creative Activity, as an expectation of their academic studies.

## 5.2 Facility User Creative Activity

- 5.2.1 Where the Authority has approved Creative Activity, Facility Users will be responsible for installing their own projects for exhibition in the area approved for installation.
- 5.2.2 Where Creative Activity causes damage to the Finishes on walls, floors, or ceilings, Facility Users will be required to restore the Finishes to a reasonable standard as a part of their academic requirements.
- 5.2.3 Repairs will be carried out by the Facility Users under the supervision of the Authority.
- 5.2.4 Materials for repairs will be provided by the Authority and Facility Users, except that Project Co will maintain a reasonable quantity of consumable supplies for use by Facility Users.
- 5.2.5 Repairs that do not meet the quality standards of the Authority will be considered Unrepaired Damage and will be the responsibility of Project Co to repair pursuant to Section 5.3 of this Schedule.
- 5.2.6 As part of the preparation and review of the Five Year Maintenance Plan, Project Co and the Authority will work together to determine the timing of the cyclical refresh and overall repair of areas that have been the subject of Creative Activity.

## 5.3 Repair

- 5.3.1 Where, Section 5.2.5 [Facility User Creative Activity] of this Schedule applies, Project Co will, as part of the Services, promptly Repair the Unrepaired Damage and undertake such additional modifications or adjustments to the Design and Construction of the Facility and to the performance of the Services as are necessary

to maximize the Facility's sustainability and resistance to further or future Unrepaired Damage, provided that any modifications or adjustments will be subject to:

- 5.3.1.1 compliance with the Design and Construction Specifications and the Services Protocols and Specifications;
- 5.3.1.2 minimization of disruption to the operation of the Facility; and
- 5.3.1.3 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.

#### 5.4 **Repair Estimate**

5.4.1 Where Section 5.3 [Repair] of this Schedule applies then, subject to Section 5.4.2 of this Schedule, Project Co will, within 72 hours after being directed by the Authority to Repair Unrepaired Damage caused by Creative Activity, prepare and deliver to the Authority's Operating Period Representative, an estimate of the cost to make the necessary Repairs in a standardized form acceptable to the Authority, acting reasonably (the "**Repair Estimate**"). The Repair Estimate will be calculated in accordance with the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 5%. Material costs, as defined in Schedule 6 [Changes, Minor Works, and Innovations Proposals], will be charged at cost plus 5%. Where the Repair Estimate is:

- 5.4.1.1 less than or equal to \$2,000 (Index Linked) Project Co will complete the Repairs within 120 hours after becoming aware of the Unrepaired Damage, without any further direction from the Authority, and the provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if the Repairs were Minor Works; or
- 5.4.1.2 greater than \$2,000 (Index Linked) Project Co will not Repair the Unrepaired Damage, unless and until directed to do so by the Authority in writing. Where the Authority directs Project Co to Repair Unrepaired Damage pursuant to this Section, Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if the Repairs were Minor Works.

- 5.4.2 Notwithstanding this Section 5.4 [Repair Estimate] of this Schedule, where the Authority or Project Co determines, acting reasonably, that the continuing existence of the Unrepaired Damage resulting from Creative Activity poses a material risk to human safety or to Facility security, Project Co will, without any further direction from the Authority, commence taking such reasonable steps as are necessary in the circumstances to eliminate the risk to human safety and ensure the security of the Facility. The provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if such remedial steps were Minor Works.

## **PART 6. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

### **6.1 Supply of CMMS**

- 6.1.1 Prior to the Target Service Commencement Date, Project Co will supply and install a Computerized Maintenance Management System that will have as its users both Project Co Persons engaged in the delivery of Services and designated Authority Persons.

6.1.1.1 In addition to the number of CMMS user licenses required by Project Co for performance of the Services, Project Co will provide a minimum of five concurrent user licenses to the Authority, which licenses will be sufficient to permit Authority Persons to obtain full "read only" access, including continuous access to reporting as provided in this Schedule, at all times throughout the Term, to all non-financial CMMS data and other CMMS information related to the operation and maintenance of the Facility.

6.1.1.2 Project Co will ensure that all information regarding the CMMS is at all times correct and current and will provide updated information regarding the CMMS to the Authority on a timely basis. Project Co will ensure that all information regarding the CMMS which it provides to the Authority is sufficient and appropriate to enable the Authority to train and orient designated Authority Persons with respect to the use and operation of the CMMS.

6.1.1.3 Once the CMMS is established, Project Co will be required to maintain the CMMS so as to accurately reflect all existing Maintained Elements.

### **6.2 Functionality Requirements**

6.2.1 The CMMS will, at a minimum:

- 6.2.1.1 be a comprehensive maintenance work management solution for planned and unplanned activities including predictive, preventive and corrective Maintenance, schedule management, resource optimization, inventory planning, asset management, monitoring and costing, long and short-term planning, report creation and management, warranty tracking, and Performance Indicator tracking;
- 6.2.1.2 use a non-proprietary, industry standard, database which: (i) provides ease of data migration to Excel tables, comma delimited or tab delimited format if one becomes available to the Authority in the future; and (ii) at all times remains compatible with the database systems then being employed by the Authority;
- 6.2.1.3 have application functionality that does not occur at the database level;
- 6.2.1.4 operate on a performance based internet browser program that is compatible with the Authority's operating system, as it may be updated or replaced from time to time;
- 6.2.1.5 not require any PC client software;
- 6.2.1.6 have the capability to trace duplicate work requests and work orders;
- 6.2.1.7 have the capability to track and report Response Times and Rectification Periods;
- 6.2.1.8 have the capability to track Malicious Damage as a separate category and report it separately;
- 6.2.1.9 track work orders for Services Activities; and
- 6.2.1.10 employ appropriate security, data protection and access protocols, all in accordance with Good Industry Practice.

6.3 **Project Co Services**

6.3.1 Project Co will:

- 6.3.1.1 load each building element, component systems and piece of equipment that will be planned, scheduled, controlled and monitored on to the

CMMS with the information described in Section 3.9.1.7 [Annual Service Plans] of this Schedule;

- 6.3.1.2 perform all CMMS Maintenance, administration and support and provide initial and annual refresher training (or on an as needed basis, as determined by the Authority) to designated Project Co Persons, Authority Persons and other Facility Users with respect to the use and operation of the CMMS;
  - 6.3.1.3 be responsible for all CMMS hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates and for maintaining all system and associated equipment;
  - 6.3.1.4 maintain all nameplate data for every piece of equipment in the CMMS and ensure that every piece of equipment has a unique identifier code;
  - 6.3.1.5 provide the Authority with customized CMMS reports on request;
  - 6.3.1.6 affix a CMMS integrated identifier sticker with barcode on each piece of Equipment, and ensure that identifier and barcode information will be printed on each service ticket and work order; and
- 6.3.2 Data created and captured in the wireless mobile devices must be capable of being wirelessly transmitted in a secure manner to the CMMS. Project Co is responsible for all equipment and costs associated with wireless mobile devices.

END OF SECTION