

**APPENDIX 4I
SERVICES DURING CONSTRUCTION PERIOD**

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APPENDIX 4I
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PART 1. EARLY FM SERVICES

- 1.1 **Application** – The provisions of this Appendix 4I [Services During Construction Period] shall apply during the period from the Services Start Date to the Service Commencement Date (the “*Early FM Period*”).
- 1.2 **General Requirements** – Project Co's obligations with respect to the provision and performance of the Early FM Services in connection with the Non-Upgraded Infrastructure and the Upgraded Infrastructure during the Early FM Period and after the Service Commencement Date shall be the same, except where, and to the extent that, a different standard or requirement is specified in this Appendix 4I [Services During Construction Period]. For greater certainty, except where, and to the extent that, a different standard or requirement is specified in this Appendix 4I [Services During Construction Period], each of the provisions of Schedule 4 [Services Protocols and Specifications] shall apply during the Early FM Period notwithstanding any statement limiting its application to the Operating Period.
- 1.2.1 Without limiting Section 1.2 [General Requirements] of this Appendix 4I [Services During Construction Period], Project Co shall perform all:
- 1.2.1.1 Maintenance Services required for the Non-Upgraded Infrastructure and the Upgraded Infrastructure in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices; and
- 1.2.1.2 all Repairs and Life Cycle Requirements required for the Non-Upgraded Infrastructure and the Upgraded Infrastructure in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices.
- 1.2.2 The cost of Repairs performed by Project Co in connection with the Non-Upgraded Infrastructure and the Upgraded Infrastructure during the Early FM Period shall be funded by the Authority in accordance with Section 3.4 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] and paid in accordance with the provisions of Schedule 8 [Payments] or Section 10.1 [Lump Sum Payments] of this Agreement, as applicable.
- 1.2.3 Where the Authority agrees to fund any life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure the applicable Life Cycle Costs shall be paid in accordance with Section 5.1.3 [Plant Services] of this Appendix 4I [Services During Construction Period].
- 1.2.4 Project Co acknowledges and agrees that all applicable Response Times and Rectification Periods, as set out in Schedule 4 [Services Protocols and Specifications],

including the Appendices, shall apply to the Non-Upgraded Infrastructure and the Upgraded Infrastructure and that all Demand Requisitions, Demand Maintenance, Scheduled Maintenance, Repairs and Life Cycle Requirements shall be documented in the CMMS.

PART 2. PROJECT CO PLANS

2.1 **Project Co Plans** – Subject to PART 8 [New Infrastructure] of this Appendix 4I [Services During Construction Period], the provisions of Part 4 [Operating Period Plans] of Schedule 4 [Services Protocols and Specifications] do not apply during the Early FM Period. Project Co will prepare, and submit to the Authority the following plans and operating policies, procedures and practices with respect to the delivery of the Early FM Services: *[SP1, Performance Indicators Chart]*

2.1.1 **Early FM Service Commencement and Start-up Plan** – Project Co will prepare and submit to the Authority, Project Co's proposed Early FM Service commencement and start-up plan (the "**Early FM Service Commencement and Start-up Plan**") incorporating the following:

- 2.1.1.1 a comprehensive system of financial and management controls relating to the delivery of the Early FM Services;
- 2.1.1.2 a schedule identifying the tasks to be completed prior to the Service Start Date and the targeted completion dates of such tasks, such that Project Co will be in a position to commence delivery of the Early FM Services on the Service Start Date;
- 2.1.1.3 the Early FM Annual Service Plan for the first 12 months of the Early FM Period;
- 2.1.1.4 the Early FM Five Year Maintenance Plan;
- 2.1.1.5 the Early FM Life Cycle Plan;
- 2.1.1.6 the Early FM Environmental Management Plan;
- 2.1.1.7 Early FM Policies and Procedures; and
- 2.1.1.8 a detailed description of all elements of the Performance Monitoring Program and the mechanism for implementation of the Performance Monitoring Program, in respect of the Early FM Services, by the Service Start Date.

2.1.2 **Early FM Annual Service Plan** – Project Co will establish and implement an annual service plan (the "**Early FM Annual Service Plan**") for the delivery of the Early FM Services in accordance with the terms of this Agreement and Good Industry Practice. The Early FM Annual Service Plan will include:

- 2.1.2.1 Early FM Operational Plan – an operational plan detailing the methods by which Project Co will deliver the Early FM Services, including the application of the Early FM Policies and Procedures, such that the Early FM Services:
- 2.1.2.1(1) are delivered, consistent with this Appendix 4I [Services During Construction Period];
 - 2.1.2.1(2) will not interfere in any material respect with, and will be complementary to, the operation of the Upgraded Infrastructure and the Non-Upgraded Infrastructure, including the delivery of custodial care and other related services by the Authority and Authority Persons and the use of the Upgraded Infrastructure and the Non-Upgraded Infrastructure by the Facility Administrators and Inmates; and
 - 2.1.2.1(3) have regard for the needs and interests of the Authority, Facility Administrators and Inmates.
- 2.1.2.2 Early FM Contingency Failure Plan – a contingency failure plan (the "**Early FM Contingency Failure Plan**") demonstrating the mechanisms by which Project Co will perform the Early FM Services and ensure the continuing operability of the Upgraded Infrastructure and the Non-Upgraded Infrastructure in the event of:
- 2.1.2.2(1) any malfunction or failure of the Facility's systems, including the CMMS or the BSCS;
 - 2.1.2.2(2) a failure of critical equipment in the Upgraded Infrastructure and the Non-Upgraded Infrastructure;
 - 2.1.2.2(3) the unavailability of primary or backup Utilities; or
 - 2.1.2.2(4) the occurrence of a declared emergency, riot, outbreak, pandemic, labour disruption or other major disaster.
- 2.1.2.3 Early FM Staffing Plan – a staffing plan (the "**Early FM Staffing Plan**") detailing the organizational structure and staffing plan for all Project Co Persons engaged to perform the obligations of Project Co under this Appendix 4I [Services During Construction Period]. The Early FM Staffing Plan will include:
- 2.1.2.3(1) designation of a Site manager and responsible delegate(s) who will be contactable by the Authority 24 hours per day, 365 or 366 of the year, as applicable, through the Help Desk and who will be available to attend at the Facility within two hours after receipt of notice;

- 2.1.2.3(2) job role descriptions, tasks and responsibilities, reporting relationships and lines of communication, for all Project Co Persons engaged in the delivery of the Early FM Services;
- 2.1.2.3(3) Project Co's 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* BCREg 296/97, and including detailed policies, practices and procedures relating to:
- (a) infection control (including routine precautions, isolation, hand washing, blood, body fluid protocols, Legionella precautions, etc.);
 - (b) provision of immunization and infection testing programs (including those for influenza, Hepatitis B and Tuberculosis), consistent with those of the Authority in effect for the Facility;
 - (c) reporting to the Authority any Project Co Person engaged in the delivery of the Early FM Services suffering from any illness which may compromise the health or safety of any Inmate, Authority Person or other Facility Administrator;
 - (d) reporting to the Authority instances of any Project Co Person engaged in the delivery of the Early FM Services having had contact with any person suffering from any illness which may compromise the health or safety of any Inmate, Authority Person or other Facility Administrator;
 - (e) personal hygiene and hand washing;
 - (f) pandemic planning;
 - (g) early return to work/transitional work programs;
 - (h) appropriate dress and use of personal protective equipment (including gowns, face shields, masks, etc.);
 - (i) first aid training;
 - (j) use and application of the Workplace Hazardous Materials Information System (WHMIS), including Material Safety Data Sheets (MSDS); and
 - (k) use of all applicable equipment and machines;

- 2.1.2.3(4) Project Co's 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 materials, finishes and colour coding system for the Non-Upgraded Infrastructure and Upgraded Infrastructure;
 - (b) manual material handling;
 - (c) customer care and mutual respect standards;
 - (d) use and operation of the CMMS;
 - (e) working with, and in proximity to, an inmate population;
 - (f) 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;
 - (g) prevention of violence in the workplace;
 - (h) human rights matters;
 - (i) confidentiality and privacy, consistent with those of the Authority in effect for the Facility, as notified by the Authority to Project Co from time to time, and the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165;
 - (j) appropriate rules of conduct for the Facility; and
 - (k) roles, responsibilities and obligations pursuant to the Contingency/Crisis Management Plan;
- 2.1.2.3(5) Project Co's policies, practices and procedures for ensuring compliance with the requirements of Section 17.3 [Security Sensitive Work] of this Agreement; and
- 2.1.2.3(6) copies of all training and orientation materials to be utilized by Project Co,

in each case, consistent with the applicable Authority Policies and Procedures, in effect for the Facility.

- 2.1.2.4 Early FM Training Program – a training program including provision for the bi-monthly training and re-training of all Facility Administrators designated by the Authority, acting reasonably, including the Authority's employees, contractors, sub-contractors, and volunteers engaged in the Upgraded Infrastructure or the Non-Upgraded Infrastructure, as to the use and

operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;

- 2.1.2.5 Early FM Operating Period Quality Assurance Program – an auditable quality assurance control plan based on Good Industry Practice for monitoring the performance of the Early FM Services and all aspects of the Upgraded Infrastructure and Non-Upgraded Infrastructure for which Project Co is responsible;
- 2.1.2.6 Early FM Maintenance History – details of all Maintenance undertaken during the year preceding the Services Start Date, as provided by the Authority. Each plan update required pursuant to Section 2.1.2.15 [Early FM Plan Updates] will require details of all Maintenance undertaken during the previous year, including a summary of all Unavailability Events and Service Failures incurred and corrective actions undertaken to comply with the requirements of this Appendix 4I [Services During Construction Period];
- 2.1.2.7 Early FM One-Year Scheduled Maintenance Plan – a detailed one year plan of Scheduled Maintenance for the ensuing year, including:
 - 2.1.2.7(1) the planned date and time when all work is scheduled to be performed;
 - 2.1.2.7(2) location of the work to be undertaken;
 - 2.1.2.7(3) identification of activities which may cause disruption to the Authority, Facility Administrators or Inmates and the methods by which Project Co will make appropriate accommodations to minimize any disruptions;
 - 2.1.2.7(4) a risk assessment, including any health and safety impacts with respect to the work to be undertaken;
 - 2.1.2.7(5) a method statement in respect of any proposed work; and
 - 2.1.2.7(6) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;
- 2.1.2.8 Early FM Preventive Maintenance Program - a comprehensive preventive maintenance program comprised of planned and scheduled cyclical Maintenance of each Maintained Element, planned, scheduled, controlled and monitored utilizing the CMMS and including:
 - 2.1.2.8(1) hierarchical based component identification;
 - 2.1.2.8(2) description (make, model, serial #, capacity, etc);
 - 2.1.2.8(3) location;

- 2.1.2.8(4) priority classification;
 - 2.1.2.8(5) unique identification code;
 - 2.1.2.8(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;
 - 2.1.2.8(7) frequency;
 - 2.1.2.8(8) scheduled dates;
 - 2.1.2.8(9) maintenance history including planned and unplanned Maintenance;
 - 2.1.2.8(10) the provider (staff or contractor) of the Early FM Service;
 - 2.1.2.8(11) status; and
 - 2.1.2.8(12) notes, including inspection observations, recommendations and comments.
- 2.1.2.9 Early FM Critical Spare Parts List – a listing of the inventory of spare parts and supplies provided by the Authority, together with a listing of any other spare parts and supplies Project Co deems necessary to retain at the Facility in order to enable it to rapidly perform Demand Maintenance and minimize the duration of any Service Failures and Unavailability Events during the Early FM Period;
- 2.1.2.10 Early FM Testing, Inspections and Reports – 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 Project; (ii) recommended by the applicable manufacturers, to the extent required to maintain applicable warranty coverage; (iii) required by applicable Laws; (iv) required by local, regional and provincial health authorities and other Governmental Authorities; and (v) prescribed by Good Industry Practice, of:
- 2.1.2.10(1) Building Systems, including heating, ventilation and air conditioning (HVAC) systems, plumbing and water systems, de-mineralized water system for heating plant, elevators and

conveying devices, mechanical systems, and electrical distribution systems;

- 2.1.2.10(2) life safety and emergency systems, including uninterruptible power supply systems, standby generators and associated transfer switches, standby domestic pumps, fire alarms, fire-fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, etc.;
- 2.1.2.10(3) interior and exterior building finishes and fabric, including floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems and other architectural and structural components;
- 2.1.2.10(4) the potable and non-potable water supply (including testing for Legionella); and
- 2.1.2.10(5) all portable appliances, including:
 - (a) testing and certifying all portable test equipment, pressure gauges and recording equipment;
 - (b) testing and certifying all fixed instrumentation and the necessary action to repair, replace and adjust such devices as required; and
 - (c) ensuring that all test equipment is itself tested and carrying the necessary valid certification;

2.1.2.11 Early FM Fire and Life Safety Plan - a comprehensive fire, life safety, emergency, disaster preparedness, post-disaster operational and contingency response plan for the Upgraded Infrastructure and the Non-Upgraded Infrastructure (the "**Early FM Fire and Life Safety Plan**"), which is: (i) compliant with the British Columbia Emergency Response Management System; (ii) compliant with all applicable local, regional, Provincial and Federal emergency response plans and procedures; and (iii) integrated with the Authority's emergency response systems, plans and procedures. The Early FM Fire and Life Safety Plan will be coordinated and integrated with the Contingency/Crisis Management Plan and will include:

- 2.1.2.11(1) plans and procedures for:
 - (a) conducting fire drills on all work shifts, in conjunction with the Authority and the relevant fire officials;
 - (b) 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, including:

- details of conditions under which an evacuation would be necessary, and conditions under which it may be better to shelter in-place;
- details of the chain of command for the Facility, including identification of the person(s) authorized by the Authority to order an evacuation or shutdown of the Facility;
- details of evacuation procedures, routes and exits, and Facility specific procedures for assisting with the evacuation of Authority Persons and other Facility Administrators, including those with disabilities and those who do not speak English;
- designation of Project Co Persons required to remain in the Facility after an evacuation alarm to shut down critical operations or perform other duties prior to evacuating;
- a method of accounting for Inmates, Project Co Persons, Authority Persons and other Facility Administrators after an evacuation;
- details of special equipment required during an evacuation, including respirators;

- (c) fulfilling Project Co's roles during and after a declared outbreak or pandemic;
- (d) fulfilling Project Co's roles during and after a natural disaster such as a flood or earthquake; and
- (e) implementing Project Co's business contingency and Early FM Service resumption plans, including, where applicable, the Early FM Contingency Failure Plan included in the then current Early FM Annual Service Plan.

2.1.2.11(2) training of all Project Co Persons engaged in the delivery of Early FM Services with respect to fire and life safety;

2.1.2.11(3) provision that all available Site-based Project Co Persons will provide whatever assistance can safely be provided in response to an emergency including:

- (a) responding to a fire or other emergency alarm;

- (b) reporting blocked fire access routes to the Help Desk and the Authority;
- (c) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
- (d) assisting in the evacuation of the affected areas; and
- (e) liaising with external agencies, including the fire department as part of its response in relation to an incident; and

2.1.2.11(4) confirmation that:

- (a) all emergency procedures and contingency plans and provision of fire-fighting equipment are compliant with the requirements of all applicable Laws and of this Agreement;
- (b) up-to-date, "as-built" drawings for any completed New Infrastructure and completed portions of the Upgraded Infrastructure, together with any other "as-built" drawings provided by the Authority, are maintained at the Facility and accessible to emergency personnel at a designated location, acceptable to the Authority; and
- (c) the fire alarm system is properly certified.

2.1.2.12 Early FM Service Failure Response Plan – detailed procedures for responding to Unavailability Events and Service Failures;

2.1.2.13 Early FM Communication and Cooperation Protocol – protocols and procedures for ensuring:

2.1.2.13(1) that all Project Co Persons cooperate with the Authority (and its employees, contractors and subcontractors) with respect to the Authority's operations at the Facility, including detailed protocols and procedures with respect to Project Co's Maintenance of infrastructure, Utilities, systems and equipment which may impact the Authority's operations at the Facility or which are integrated with, or connected to, any infrastructure, systems or equipment required to be maintained by the Authority; and

2.1.2.13(2) regular liaison and communication between Project Co's managers and supervisors and the Authority, Authority Persons and required Governmental Authorities, in order to facilitate the delivery of the Early FM Services and ensure Project Co is

aware of the day-to-day specific requirements of the Authority, the Facility Administrators and the Inmates;

- 2.1.2.14 Early FM Special Event Plan – a description of the arrangements and Early FM Services to be provided by Project Co in respect of religious observances and other special cultural occasions which the Authority notifies Project Co are to be observed and recognized at the Facility, provided any such arrangements and services will be consistent with those commonly recognized within the community; and
- 2.1.2.15 Early FM Plan Updates – details of any proposed updates or amendments to:
 - 2.1.2.15(1) the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in Part 9 [Performance Monitoring and Reporting] of Schedule 4 [Services Protocols and Specifications]; and
 - 2.1.2.15(2) the Early FM Five Year Maintenance Plan, the Early FM Life Cycle Plan, the Early FM Environmental Management Plan and any other Plan, detailing the elements of, and schedule for, each such update to be implemented during the ensuing 12 month period.
- 2.1.3 **Early FM Five Year Maintenance Plan** – Project Co will establish and implement throughout the Early FM Period, a rolling five year maintenance plan (the "**Early FM Five Year Maintenance Plan**") for the Upgraded Infrastructure and the Non-Upgraded Infrastructure and the applicable Maintained Elements based on Good Industry Practice. The Early FM Five Year Maintenance Plan will include details and scheduling of planned, preventative and replacement maintenance programs, including those set out in the Early FM Life Cycle Plan, to be undertaken during the applicable period.
- 2.1.4 **Early FM Life Cycle Plan** – Subject to PART 5 [Plant Services] of this Appendix 4I [Services During Construction Period], Project Co will implement throughout the Early FM Period, in conjunction with the Early FM Five Year Maintenance Plan, the asset life cycle and rehabilitation plan provided, and agreed to, by the Authority (the "**Early FM Life Cycle Plan**") for all Maintained Elements in the Upgraded Infrastructure and the Non-Upgraded Infrastructure.
- 2.1.5 **Early FM Environmental Management Plan** – Project Co will establish and implement throughout the Early FM Period, an environmental management plan for the Upgraded Infrastructure and the Non-Upgraded Infrastructure (the "**Early FM Environmental Management Plan**"). The Early FM Environmental Management Plan will be consistent with the Authority's Environmental Policy and Good Industry Practice and will include details of Project Co's policies and procedures for:

- 2.1.5.1 maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;
 - 2.1.5.2 ensuring that the Early FM Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
 - 2.1.5.3 managing air and waste water emissions including greenhouse gasses, halocarbons and other ozone depleting substances;
 - 2.1.5.4 managing fuel storage tanks;
 - 2.1.5.5 managing sound pollution from the Facility;
 - 2.1.5.6 implementing a proactive indoor air quality (IAQ) management program;
 - 2.1.5.7 ensuring drinking water quality and safety;
 - 2.1.5.8 implementing a proactive mould growth and Legionella prevention program;
 - 2.1.5.9 developing, in conjunction with the Authority, an environmental awareness program for Facility Administrators; and
 - 2.1.5.10 adhering to, updating and maintaining as current the Early FM Policies and Procedures.
- 2.1.6 **Project Co Early FM Policies and Procedures** – Project Co will develop and submit to the Authority appropriate written operational policies, procedures and practices, incorporating a customer service philosophy, for each of the Early FM Services (collectively the "**Early FM Policies and Procedures**").
- 2.2 **Preparation of Plans and Early FM Policies and Procedures** - Project Co will work co-operatively with the Authority's Design and Construction Representative in the preparation of all Plans and the Early FM Policies and Procedures and will submit drafts for review and comment by the Authority's Design and Construction Representative prior to formal submission of such Plans and Early FM Policies and Procedures to the Authority in accordance with Section 2.3 [Submission of Plans and Early FM Policies and Procedures] of this Appendix 4I [Services During Construction Period], and Appendix 4G [Operating Period Review Procedure].
- 2.3 **Submission of Plans and Early FM Policies and Procedures** - Project Co will submit each Plan and the Early FM Policies and Procedures to the Authority as follows:
- 2.3.1 not later than 60 days prior to the Services Start Date, the following preliminary drafts will be submitted to the Authority's Design and Construction Representative:
 - 2.3.1.1 Early FM Service Commencement and Start-up Plan;

- 2.3.1.2 Early FM Annual Service Plan;
 - 2.3.1.3 Early FM Five Year Maintenance Plan;
 - 2.3.1.4 Early FM Environmental Management Plan; and
 - 2.3.1.5 Early FM Policies and Procedures;
- 2.3.2 not later than 30 days prior to the Services Start Date, a finalized draft of each Early FM Period Submittal listed in Section 2.3.1 [Submission of Plans and Early FM Policies and Procedures] of this Appendix 4I [Services During Construction Period] will be submitted to the Authority's Design and Construction Representative in accordance with Appendix 4G [Operating Period Review Procedure];
- 2.3.3 throughout the Early FM Period, not later than 90 days prior to each anniversary of the Services Start Date, Project Co will submit to the Authority's Design and Construction Representative a new Early FM Annual Service Plan, and an updated Early FM Five Year Maintenance Plan, Early FM Life Cycle Plan and Early FM Environmental Management Plan for the forthcoming year along with any updates to the Early FM Policies and Procedures; and
- 2.3.4 throughout the Early FM Period, not later than 30 days before each anniversary of the Services Start Date, Project Co will submit a finalized draft of each Early FM Period Submittal referred to in Section 2.3.3 [Submission of Plans and Early FM Policies and Procedures] of this Appendix 4I [Services During Construction Period] to the Authority's Design and Construction Representative in accordance with Appendix 4G [Operating Period Review Procedure].
- 2.4 **Failure to Prepare Plans or Early FM Policies and Procedures** - Any failure of Project Co to prepare and submit to the Authority any Plan or the Early FM Policies and Procedures in accordance with this Appendix 4I [Services During Construction Period] will be deemed to be a Low Service Failure on the first day each such Plan or Early FM Policies and Procedures is due and not submitted, a Medium Service Failure on the second day and an additional High Service Failure each day thereafter until submitted.
- 2.5 **Amendment of Plans and Early FM Policies and Procedures** - All revisions, and any proposed amendments, to a Plan or to the Early FM Policies and Procedures will be submitted in accordance with Appendix 4G [Operating Period Review Procedure].
- 2.6 **Compliance with "REVIEWED" Early FM Period Submittals** [SP2, Performance Indicators Chart] - Following receipt by Project Co of a "REVIEWED" Early FM Period Submittal from the Authority, Project Co will implement and, at all times, comply with the applicable plans, policies, procedures, measures and other provisions set out in such "REVIEWED" Early FM Period Submittal.

2.7 **Operating Period Review Procedure-** The provisions of Appendix 4G [Operating Period Review Procedure] will apply during the Early FM Period with such revisions as are necessary in the circumstances.

PART 3. PAYMENT

3.1 **Early FM Payments** – Throughout the Early FM Period, the Authority will pay Project Co in respect of each Payment Period the Early FM Period Payment, calculated as follows:

$$\text{Early FM Period Payment} = F + R - D$$

Where:

F = [REDACTED]

R = [REDACTED]

D = [REDACTED]

[REDACTED]

The Early FM Period Payment shall be paid to Project Co in accordance with Schedule 8 [Payments].

3.2 **Payment for Early FM Services** – The Early FM Fixed Payment shall include all costs, expenses, fees, overheads and profits associated with the performance of the Early FM Services except those which are subject to reimbursement under Section 3.4 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period].

3.3 **Entitlement to Make Adjustments** – If at any time during the Early FM Period an Unavailability Event or a Service Failure occurs in connection with the Non-Upgraded Infrastructure or the Upgraded Infrastructure, the Authority will be entitled to make Deductions in accordance with Schedule 8 [Payments], in the same manner, and to the same extent, as if such Unavailability Event or Service Failure had occurred after the Service Commencement Date, except that:

- 3.3.1 the relevant Deductions will be deducted from the Early FM Period Payment instead of the applicable Service Payment, except that Deductions occurring in the final two full calendar months of the Early FM Period, and any partial month in which the Service Commencement Date occurs, may be deducted from the Service Payments in accordance with 3.1 [Entitlement to Make Deductions] of Schedule 8 [Payments];
- 3.3.2 the aggregate of all Deductions that the Authority may make from an Early FM Period Payment may not exceed the amount of the Early FM Period Payment, or Service Payment, as applicable, in respect of that Payment Period;
- 3.3.3 to the extent that an Unavailability Event or Service Failure is the result of an Excusing Event or a Compensation Event, the Authority will not be entitled to make Deductions;
- 3.3.4 in respect of each Early FM Service, there will be a period of 90 days (the “**Early FM Transition Period**” for transition beginning on the Services Start Date. During the Early FM Transition Period, the following provisions will apply:

- 3.3.4.1 during the first 30 days of the Early FM Transition Period, the amount of any Service Failure Deductions will be reduced by 75%;
- 3.3.4.2 during the next 30 days of the Early FM Transition Period, the amount of any Service Failure Deductions will be reduced by 50%; and
- 3.3.4.3 during the final 30 days of the Early FM Transition Period, the amount of any Service Failure Deductions will be reduced by 25%;

This Section 3.3.4 [Entitlement to Make Adjustments] will not give any relief in respect of Unavailability Deductions.

3.4 Early FM Annual Repair Budget

- 3.4.1 Except to the extent that Repairs to the Non-Upgraded Infrastructure or the Upgraded Infrastructure are caused, or contributed to, by Project Co, including by the performance of, or failure to perform, the Design and Construction in accordance with the Design and Construction Protocols, Project Co shall not be responsible for the cost of performing such Repairs. Subject to the preceding sentence, the Authority shall reimburse Project Co for the cost of performing Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure, at the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%.
- 3.4.2 At least 60 days before: (i) the Services Start Date; and (ii) the commencement of each Contract Year during the Early FM Period, Project Co shall prepare and deliver to the Authority's Design and Construction Representative a proposed budget, including quarterly projections, for all costs associated with the performance of Repairs (exclusive of the Early FM Fixed Amount) for the Non-Upgraded Infrastructure and the Upgraded Infrastructure during the applicable Contract Year.
- 3.4.3 The Authority's Design and Construction Representative shall review each proposed annual Repair budget in accordance with Appendix 4G [Operating Period Review Procedure], and may, in its discretion modify or amend the proposed annual Repair budget prepared by Project Co. Once satisfied with the proposed annual Repair budget, as it may be modified or amended by the Authority's Design and Construction Representative, the Authority's Design and Construction Representative shall mark such annual Repair budget "REVIEWED", and the "REVIEWED" budget shall thereafter be referred to as the "**Early FM Annual Repair Budget**" for Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure during such Contract Year.
- 3.4.4 Project Co shall monitor, and include a report with respect to, all variances from the applicable Early FM Annual Repair Budget, as part of each Performance Monitoring Report.
- 3.4.5 Project Co shall prepare and deliver a quarterly trending report to the Authority's Design and Construction Representative within five business days after the end of each of the Authority's fiscal quarters. Each quarterly trending report shall:

- 3.4.5.1 track previous expenditures for Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure, organized by the actual cost of materials, labour, supervision and overhead; and
 - 3.4.5.2 explain the cause of any variances from the Early FM Annual Repair Budget, and any anticipated revisions to the Early FM Annual Repair Budget and the quarterly projections.
- 3.4.6 The Authority may, from time to time, adjust the Early FM Annual Repair Budget based on information received from Project Co pursuant to a Performance Monitoring Report or any quarterly trending report, and Project Co shall cooperate and provide reasonable technical advice and support to assist the Authority with respect to any adjustment of the Early FM Annual Repair Budget.
- 3.4.7 Where the cost of Repairs performed for the Non-Upgraded Infrastructure and the Upgraded Infrastructure during a Contract Year, exceeds the applicable Early FM Annual Repair Budget, Project Co shall be reimbursed for the cost of performing such Repairs in accordance with the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, to the extent that: (i) Project Co did not cause or contribute to the need for such Repairs; and (ii) the need for such Repairs could not reasonably have been mitigated or avoided by Project Co.
- 3.4.8 Within 30 days after the end of each Contract Year, Project Co shall prepare and submit a reconciliation statement to the Authority's Design and Construction Representative. Project Co's reconciliation statement shall specify:
 - 3.4.8.1 the aggregate cost, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, of all Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure performed by Project Co during the applicable Contract Year;
 - 3.4.8.2 the aggregate sum of all payments received by Project Co (excluding the amount of any Deductions), on account of Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure performed by Project Co during the applicable Contract Year; and
 - 3.4.8.3 a reconciliation of the costs incurred, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, and payments received by Project Co (excluding the amount of any Deductions), on account of Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure performed by Project Co during the applicable Contract Year.
- 3.4.9 Concurrently with each reconciliation statement, Project Co shall prepare and submit an invoice (or credit memo) with respect to the difference between:

- 3.4.9.1 the aggregate Repair costs incurred in connection with the Non-Upgraded Infrastructure and the Upgraded Infrastructure during the Contract Year; and
- 3.4.9.2 the aggregate sum of all payments received by Project Co (excluding the amount of any Deductions), on account of Repairs to the Non-Upgraded Infrastructure and the Upgraded Infrastructure performed by Project Co during the applicable Contract Year,

and Section 10.1 [Lump Sum Payments] of this Agreement shall apply with respect to payment.

- 3.4.10 Project Co acknowledges and agrees that the Authority's refusal to approve a proposed annual Repair budget, or to approve any replacement of, or upgrade to, the Non-Upgraded Infrastructure or the Upgraded Infrastructure, shall not alter or reduce Project Co's obligation to perform the Maintenance Services in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices, and the Authority's refusal shall not constitute a Change.

3.5 Run to Failure

- 3.5.1 The Authority, by notice to Project Co, may from time to time designate specific components of the Non-Upgraded Infrastructure or the Upgraded Infrastructure to be "Run to Failure", meaning that, rather than replace failing infrastructure or component(s), the identified infrastructure or component(s) will be Repaired by Project Co until such time as it can no longer meet the minimum performance criteria agreed to by Project Co and the Authority, acting reasonably.
- 3.5.2 If the Authority elects to designate specific components of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, to be "Run to Failure" the Early FM Annual Repair Budget and the quarterly projections shall be adjusted accordingly and Project Co shall be reimbursed for all reasonable costs, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, incurred as a direct result of the Authority's designation of the specific components of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, to be "Run to Failure".
- 3.5.3 Notwithstanding designation of any infrastructure or component(s) as "Run to Failure", Project Co shall not be relieved of its obligation to comply with all applicable Response Times and Rectification Periods affected by such infrastructure or component(s).

PART 4. REPAIRS

- 4.1 **Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure** – This Section 4.1 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] applies to all Demand Requisitions, and any other situations whereby Project Co identifies damage or failure, related to

the Non-Upgraded Infrastructure or the Upgraded Infrastructure which are not the result of Malicious Damage.

- 4.1.1 Project Co will respond to all Demand Requisitions in respect of the Non-Upgraded Infrastructure and the Upgraded Infrastructure, and any other damage to, or failure of, the Non-Upgraded Infrastructure or the Upgraded Infrastructure identified by Project Co, and shall make a prompt initial determination whether the Demand Requisition relates to damage or a failure which:
 - 4.1.1.1 In the case of the Non-Upgraded Infrastructure and any Upgraded Infrastructure in respect of which Project Co has not yet completed the required renovation, replacement, refurbishment, reconditioning, expansion, modification or upgrading work:
 - 4.1.1.1(1) could have been anticipated and prevented, or substantially mitigated, though proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget);
or
 - 4.1.1.1(2) could not have been anticipated and prevented or substantially mitigated, through proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget);
or
 - 4.1.1.2 In the case of any Upgraded Infrastructure in respect of which Project Co has completed the required renovation, replacement, refurbishment, reconditioning, expansion, modification or upgrading work:
 - 4.1.1.2(1) could have been anticipated and prevented, or substantially mitigated, through proper performance of the Design or Construction in accordance with the Design and Construction Specifications;
 - 4.1.1.2(2) could have been anticipated and prevented, or substantially mitigated, though proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget);
or
 - 4.1.1.2(3) could not have been anticipated and prevented or substantially mitigated, through proper performance of the Design and Construction in accordance with the Design and Construction

Specifications or proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget).

4.1.2 Where Section 4.1.1.1(1), 4.1.1.2(1) or 4.1.1.2(2) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] of this Appendix 4I [Services During Construction Period], applies, Project Co will, as a part of the Early FM Services, and without reimbursement from the Authority, perform the Repair within the applicable Rectification Period, and:

4.1.2.1 in the case of Section 4.1.1.2(1) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], undertake such additional modifications or adjustments to the Design and Construction of the Upgraded Infrastructure; and

4.1.2.2 in the case of Section 4.1.1.1(1), 4.1.1.2(1) or 4.1.1.2(2) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], undertake such additional modifications or adjustments to the performance of the Early FM Services,

as are necessary to maximize the Upgraded Infrastructure's and/or Non-Upgraded Infrastructure's sustainability and resistance to further or future damage or failure, provided that any modifications or adjustments will be subject to:

4.1.2.3 compliance with the Design and Construction Specifications and the Services Protocols and Specifications, as applicable;

4.1.2.4 minimization of disruption to the operation of the Facility; and

4.1.2.5 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.

4.1.3 Where Section 4.1.1.1(2) or 4.1.1.2(3) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] of this Appendix 4I [Services During Construction Period], applies, then, subject to Section 4.2 [Emergency Repair] of this Appendix 4I [Services During Construction Period], where Project Co estimates the cost to Repair the damage or failure is:

4.1.3.1 less than or equal to \$2,000, Index Linked, Project Co will complete the Repairs within the applicable Response Time and Rectification Period, without any further direction from the Authority, and the provisions of Section 3.4.9 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] will apply to such Repairs; or

4.1.3.2 greater than \$2,000, Index Linked, Project Co will:

- 4.1.3.2(1) within 24 hours after the Demand Requisition, or identification of the damage or failure by Project Co, prepare and deliver to the Authority's Design and Construction Representative, an estimate of the cost to Repair the damage or failure, 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 10%; and
- 4.1.3.2(2) not Repair the damage or failure, unless and until directed to do so by the Authority in writing.

Where the Authority directs Project Co to Repair the damage or failure pursuant to this Section 4.1.3.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 3.4.9 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] will apply to such Repairs.

- 4.2 **Emergency Repairs** - Notwithstanding Section 4.1.3.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] or 6.1.4.2 [Malicious Damage] of this Appendix 4I [Services During Construction Period], where the Authority or Project Co determines, acting reasonably, that the continuing existence of Malicious Damage or other damage or failure of a Maintained Element 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 within 4 hours after becoming aware of the Malicious Damage or other damage or failure of a Maintained Element, and will thereafter diligently complete such work as quickly as practicable. The provisions of Section 3.4.9 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] will apply to such remedial steps. The provisions of this Section 4.2 [Emergency Repairs] do not apply in the case of Repairs pursuant to Section 4.1.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] or 6.1.3 [Malicious Damage] of this Appendix 4I [Services During Construction Period].

PART 5. PLANT SERVICES

- 5.1 **Plant Services** – *(Reference Section 3.4.3 of Appendix 4C [Plant Services])*
 - 5.1.1 The Provisions of Section 3.4.3 [Life Cycle Replacement and Refurbishment] of Appendix 4C [Plant Services] do not apply during the Early FM Period.
 - 5.1.2 Project Co shall perform life cycle rehabilitation of Non-Upgraded Infrastructure and Upgraded Infrastructure in accordance with the “REVIEWED” Early FM Life Cycle Plan, subject to the Authority's agreement to fund such life cycle rehabilitation. *[SP3(a), Performance Indicators Chart]*
 - 5.1.3 Where the Authority agrees to fund any life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, it shall be deemed a Change and the

procedure set out in Schedule 6 [Changes, Minor Works and Innovation Proposals] shall apply. Under no circumstances shall the Authority be required to accept or fund any proposed life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, and where the Authority does not agree to fund such a rehabilitation, Project Co shall continue to perform the Maintenance Services for such Non-Upgraded Infrastructure and Upgraded Infrastructure as described in the applicable "REVIEWED" Early FM Annual Service Plan and the Early FM Five Year Maintenance Plan. *[SP3(b), Performance Indicators Chart]*

PART 6. MALICIOUS DAMAGE

(Reference Section 6 [Malicious Damage] of Schedule 4 [Service Protocols and Specifications])

6.1 **Malicious Damage** – During the Early FM Period, Section 6 [Malicious Damage] of Schedule 4 [Service Protocols and Specifications], does not apply to Malicious Damage to Non-Upgraded Infrastructure, or to any Upgraded Infrastructure in respect of which Project Co has not yet completed the required renovation, replacement, refurbishment, reconditioning, expansion, modification or upgrading work.

6.1.1 The provisions of Section 6 [Malicious Damage] of Schedule 4 [Service Protocols and Specifications] shall apply in the case of Malicious Damage to any Upgraded Infrastructure in respect of which Project Co has completed the required renovation, replacement, refurbishment, reconditioning, expansion, modification or upgrading work.

6.1.2 Project Co will respond to Demand Requisitions in respect of all Malicious Damage, and any other situation whereby Project Co identifies the occurrence of Malicious Damage, to the Non-Upgraded Infrastructure or any Upgraded Infrastructure in respect of which Project Co has not yet completed the required renovation, replacement, refurbishment, reconditioning, expansion, modification or upgrading work, and shall make a prompt initial determination whether the occurrence of such Malicious Damage:

6.1.2.1 could have been anticipated and prevented, or substantially mitigated, though proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget); or

6.1.2.2 could not have been anticipated and prevented or substantially mitigated, through proper performance of the Early FM Services in accordance with this Appendix 4I [Services During Construction Period] (within the context of the applicable Early FM Annual Service Plan and Early FM Annual Repair Budget).

6.1.3 Where Section 6.1.2.1 [Malicious Damage] of this Appendix 4I [Services During Construction Period], applies, Project Co will, as a part of the Early FM Services, and without reimbursement from the Authority, Repair the Malicious Damage within the applicable Rectification Period and promptly undertake such additional modifications or

adjustments to the performance of the Early FM Services as are necessary to maximize the Non-Upgraded Infrastructure's and/or Upgraded Infrastructure's sustainability and resistance to further or future Malicious Damage, provided that any modifications or adjustments will be subject to:

- 6.1.3.1 compliance with the Services Protocols and Specifications;
- 6.1.3.2 minimization of disruption to the operation of the Facility; and
- 6.1.3.3 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.

6.1.4 Where Section 6.1.2.2 [Malicious Damage] of this Appendix 4I [Services During Construction Period], applies then, subject to Section 4.2 [Emergency Repair] of this Appendix 4I [Services During Construction Period], where Project Co estimates the cost to Repair the Malicious Damage is:

- 6.1.4.1 less than or equal to \$2,000, Index Linked, Project Co will complete the Repairs within 48 hours after becoming aware of the Malicious Damage and without any further direction from the Authority, and the provisions of Section 3.4.9 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] will apply to such Repairs; or
- 6.1.4.2 greater than \$2,000, Index Linked, Project Co will:
 - 6.1.4.2(1) within 24 hours after becoming aware of the Malicious Damage prepare and deliver to the Authority's Design and Construction Representative, an estimate of the cost to Repair the Malicious Damage, 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 10%; and
 - 6.1.4.2(2) not Repair the Malicious Damage, unless and until directed to do so by the Authority in writing.

Where the Authority directs Project Co to Repair Malicious Damage pursuant to this Section 6.1.4.2 [Malicious Damage], Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 3.4.9 [Early FM Annual Repair Budget] of this Appendix 4I [Services During Construction Period] will apply to such Repairs.

PART 7. HANDBACK REQUIREMENTS

7.1 Handback Requirements – (Reference Appendix 4B [Handback Requirements])

- 7.1.1 The provisions of Appendix 4B [Handback Requirements] do not apply during the Early FM Period.

PART 8. NEW INFRASTRUCTURE

8.1 **Services** – Where, and to the extent that, as a result of the requirements of the Project Schedule, the maintenance of the Facility’s operation and functionality necessitates the Authority occupying, or placing into operation, portions of the New Infrastructure prior to the Service Commencement Date, Project Co shall be obligated to perform all Services in respect of such areas in accordance with the provisions of Schedule 4 [Services Protocols and Specifications], including Appendix 4A [Proposal Extracts (Services)] through 4G [Operating Period and Review Procedures], and:

- 8.1.1 the provisions of Appendix 4H [Services Exceptions] and Appendix 4I [Services During Construction Period], including the payment provisions, shall not apply to such New Infrastructure; and
- 8.1.2 if an Unavailability Event or a Service Failure occurs in respect of such New Infrastructure, whether before or after the Service Commencement Date, the provisions of Schedule 8 [Payments], relating to the Authority’s right to make Deductions shall apply in the same manner, and to the same extent, as if such Unavailability Event or Service Failure had occurred after the Service Commencement Date.

PART 9. PERFORMANCE INDICATORS CHART

Section	Reference	Parameter	Service Failure Category	Response Time	Rectification Period	Recording Frequency
2.1	SP1	Prepare, and submit to the Authority the plans and operating policies, procedures and practices specified in Part 2 [Project Co Plans] of this Appendix 4I [Services During Construction Period].	High	30 min	4 hrs	PE
2.6	SP2	Following receipt by Project Co of a "REVIEWED" Early FM Period Submittal from the Authority, Project Co will implement and, at all times, comply with the applicable plans, policies, procedures, measures and other provisions set out in such "REVIEWED" Early FM Period Submittal.	High	30 min	4 hrs	D
5.1.2	SP3(a)	Project Co shall perform life cycle rehabilitation of Non-Upgraded Infrastructure and Upgraded Infrastructure in accordance with the "REVIEWED" Early FM Life Cycle Plan, subject to the Authority’s agreement to fund such life cycle rehabilitation.	High	30 min	4 hrs	PE

Section	Reference	Parameter	Service Failure Category	Response Time	Rectification Period	Recording Frequency
5.1.3	SP3(b)	Where the Authority agrees to fund any life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, it shall be deemed a Change and the procedure set out in Schedule 6 [Changes, Minor Works and Innovation Proposals] shall apply. Under no circumstances shall the Authority be required to accept or fund any proposed life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, and where the Authority does not agree to fund such a rehabilitation, Project Co shall continue to perform the Maintenance Services for such Non-Upgraded Infrastructure and Upgraded Infrastructure as described in the applicable "REVIEWED" Early FM Annual Service Plan and the Early FM Five Year Maintenance Plan	High	See Table 1, Appendix 4C [Plant Services]	See Table 1, Appendix 4C [Plant Services]	PE

Legend:

Recording Frequency:

PE--Per Event

D=Daily

M=Monthly

A=Annually

N/A= Not Applicable