

**APPENDIX 1C.1 - EQUIPMENT RESPONSIBILITY****1. DEFINITIONS**

1.1 In this Appendix 1C.1 – Equipment Responsibility:

- (a) “Acceptance Protocol” has the meaning set out in Section 6.10 of this Appendix;
- (b) “Category 1 Equipment” means the equipment described and listed as “Category 1” in the Equipment Lists (or similar equipment);
- (c) “Category 2 Equipment” means the equipment described and listed as “Category 2” in the Equipment Lists (or similar equipment);
- (d) “Category 3 Equipment” means the equipment described and listed as “Category 3” in the Equipment Lists (or similar equipment);
- (e) “Category 4 Equipment” means the equipment described and listed as “Category 4” in the Equipment Lists (or similar equipment);
- (f) “Commission” means to test, calibrate, certify or otherwise verify the equipment or system in accordance with any commissioning requirements set out in this Agreement, and applicable standards and good industry practice, including to ensure that the Equipment is operating in accordance with the manufacturer’s requirements and specifications, and “Commissioned” and “Commissioning” have a corresponding meaning;
- (g) “Coordinate” means project management to coordinate, schedule, manage, contact and solicit input or arrange services required to ensure the Receiving, Setup, Installation and Commissioning of Equipment and any required documentation is completed to the satisfaction of the Authority and may include vendors and/or other parties as required, and “Coordination” and “Coordinating” have corresponding meanings;
- (h) “Deliver” means to ensure the Equipment is sent to and arrives at the Facility,, and “Delivered” and “Delivery” have corresponding meanings;
- (i) “Equipment” means the Category 1 Equipment, the Category 2 Equipment, the Category 3 Equipment and the Category 4 Equipment as described in Appendix 1D;
- (j) “Equipment Committee” means the committee established pursuant to Section 6.7 of this Appendix;
- (k) “Equipment Data Sheets” means the equipment data sheets set out in the Equipment List containing specifications for items of equipment on the Equipment List, as those data sheets may be updated in accordance with this Agreement;
- (l) “Equipment Lists” means Appendix 1D: INDICATIVE EQUIPMENT LIST, attached to the Statement of Requirements;
- (m) “Equipment Logistics Schedule” has the meaning set out in Section 6.11 of this Appendix;
- (n) “Install” means to put in place or attach to the Facility, including making connections to necessary building services (including plumbing, heating, cooling, ventilation and electricity) and connections to necessary communication or network interfaces or

devices, by qualified tradespeople where necessary, all in coordination with the Authorities IMIT or Biomedical Staff and in compliance with the work permits issued and “Installed” and “Installation” have corresponding meanings;

- (o) “Receive” means the provision of equipment and staff to accept Delivery and provide an appropriate and secure staging and storage area to be used prior to Setup, and “Received” and “Receiving” have corresponding meanings;
- (p) “Setup” includes:
  - (i) transportation and movement within the Facility from the Delivery or storage location to the final installation location;
  - (ii) placement in the final location within the Facility; and
  - (iii) any necessary unwrapping, unpacking, disposing and/or recycling all wrapping and packaging materials, assembly.
- (q) “Storage” means the provision of secure space with appropriate environment to allow Received Equipment to be set, placed, loaded, unloaded or otherwise warehoused without damage while awaiting Setup, and “Store”, “Stored” and “Storing” have corresponding meanings;
- (r) “Supply” means the management and completion of procurement processes, up to and including Delivery, for Equipment, including the payment to vendors, and “Supplied” has a corresponding meaning

## **2. CATEGORY 1 EQUIPMENT (AUTHORITY SUPPLIED, AUTHORITY INSTALLED)**

### **2.1 Responsibilities For Category 1 Equipment**

The Authority intends to, but is not obligated to, Supply, Receive, Setup, Install Coordinate and Commission the Category 1 Equipment.

### **2.2 Timing of Delivery and Installation of Category 1 Equipment**

The Design-Builder will:

- (a) as early as practicable:
  - (i) for each item of Category 1 Equipment, provide on the Equipment Logistics Schedule the earliest date when the Facility will be available to the Authority to Install such item, which date must, for all Category 1 Equipment and any required Setup or Installation equipment that will not fit through the constructed doorways and other physical constraints on access, be a reasonable period in advance of the construction of such doorways and other physical constraints on access; and
  - (ii) identify to the Authority the date by which each item of Category 1 Equipment must be Delivered, Installed and Commissioned so as not to delay the Design, the Construction, Substantial Completion of the Building or the Authority’s use and occupation of the Facility; and
- (b) as required from time to time until Substantial Completion of the Building, but no less than once per calendar month, update the information in Section 2.2(a) above so that at

all times it is an accurate, reasonable and realistic representation of the Design-Builder's plans for the completion of the Design and Construction of the Facility.

The Authority will cause the relevant item of Category 1 Equipment the Authority wishes to have Installed in the Facility to be Delivered by the date specified by the Design-Builder under Section 2.2(a) above.

### **2.3 Timing of Delivery and Installation of Category 1 Equipment**

Subject to Section 2.2(a)(i) above and unless otherwise noted on the Equipment List or the Equipment Logistics Schedule, no Category 1 Equipment will be Delivered prior to Substantial Completion of the Building. Delivery after Substantial Completion of the Building will not relieve the Design-Builder of its obligations under the Design-Build Agreement to complete the Design and Construction to accommodate the Equipment in the Facility and the obligations under this Appendix.

## **3. CATEGORY 2 EQUIPMENT (AUTHORITY SUPPLIED, DESIGN-BUILDER INSTALLED)**

### **3.1 Responsibilities For Category 2 Equipment**

The Authority intends to, but is not obligated to, Supply the Category 2 Equipment.

The Design-Builder will Receive, Setup, Install, Coordinate and Commission all Category 2 Equipment either pre or post Substantial Completion as applicable to each Category 2 Equipment.

The Design-Builder will be responsible for notifying the Authority of any Category 2 Equipment that is Delivered damaged or short of the complete quantities on the weigh bill/bill of lading. Such discrepancy will be noted on the weigh bill/bill of lading provided to the shipper.

### **3.2 Timing of Delivery and Installation of Category 2 Equipment**

The Design-Builder will:

- (a) as early as practicable provide on the Equipment Logistics Schedule the dates by which each item of Category 2 Equipment must be Delivered, Installed and Commissioned so as not to delay the Design, the Construction, Substantial Completion of the Building or the Authority's use and occupation of the Facility; and
- (b) as required from time to time until Substantial Completion of the Building, but no less than once per calendar month, update the information in Section 3.2(a) above so that at all times it is an accurate, reasonable and realistic representation of the Design-Builder's plans for the completion of the Design and Construction of the Facility.

The Authority will cause each item of Category 2 Equipment to be Delivered by the date specified by the Design-Builder under Section 3.2(a) above.

## **4. CATEGORY 3 EQUIPMENT (DESIGN-BUILDER SUPPLIED, DESIGN-BUILDER INSTALLED)**

### **4.1 Responsibilities for Category 3 Equipment**

The Design-Builder will Supply, Deliver, Receive, Setup, Install and Commission all Category 3 Equipment.

### **4.2 Standards for Equipment**

The Design-Builder will cause all Category 3 Equipment to be:

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with the Equipment List;
- (c) of the type specified in the Statement of Requirements, if applicable;
- (d) in compliance with all Laws; and
- (e) in compliance with all certifications or standards that would be reasonable for similar equipment in a similar application if Supplied and Installed by the Authority.

The Design-Builder will, as soon as practicable after receiving a request from the Authority, supply to the Authority evidence demonstrating its compliance with this Section 4.2.

#### **4.3 Warranties**

The Design-Builder will ensure that all manufacturer's and vendor's warranties for all Category 3 Equipment:

- (a) commence no earlier than the date of first clinical use of the relevant item of Category 3 Equipment; and
- (b) are in the Authority's name.

#### **4.4 Training**

The Design-Builder will include the Authority staff and other representatives to be notified and included in all stages of the Receiving, Setup, Installation and Commissioning to ensure there is a comprehensive overview of the Equipment, including its features, calibration and interfaces.

The Design-Builder will be knowledgeable on the proper use and maintenance of all Category 3 Equipment and will provide sufficient training and education of the Authority and persons designated by the Authority to enable proper use and maintenance of the Category 3 Equipment. The Design-Builder will not be responsible for providing the Authority with training and education in respect of Category 1 Equipment, Category 2 Equipment and Category 4 Equipment.

On or before the Target Building Substantial Completion Date, the Design-Builder will transfer and deliver to the Authority all guidance material and manuals relating to Category 3 Equipment items as produced and provided by the manufacturer or the vendor of such items.

### **5. CATEGORY 4 EQUIPMENT (AUTHORITY RELOCATED)**

#### **5.1 Responsibilities for Category 4 Equipment**

The Authority intends to, but is not obligated to, relocate the Category 4 Equipment from its existing location to the new Facility. The Authority may, at its discretion, Supply new Category 4 Equipment in lieu of relocating existing Category 4 Equipment and may designate it for purposes of this Appendix 1D.1 – Equipment as Category 4 Equipment or alternatively as Category 1 Equipment, Category 2 Equipment or Category 3 Equipment. A change to the Design-Builder's obligations by a re-designation as Category 2 Equipment or Category 3 Equipment will be implemented as a Change.

#### **5.2 Timing of Delivery and Installation of Category 4 Equipment**

Unless otherwise noted on the Equipment List or the Equipment Logistics Schedule, no Category 4 Equipment will be Delivered prior to Substantial Completion of the Building. Delivery after Substantial Completion of the Building will not relieve the Design-Builder of its obligations under the Design-Build Agreement to complete the Design and Construction to accommodate the Equipment in the Facility and the obligations under this Appendix.

## **6. GENERAL**

### **6.1 Integration of Equipment with Design of Facility**

The Design-Builder will ensure that all Equipment is integrated with the overall Design of the Facility and will include such Equipment as part of the development of Design under this Agreement. To the extent practicable, any required changes to the Design of the Facility as a result of changes to Equipment requirements will be resolved as part of the Design development process.

### **6.2 Changes affecting Design or Construction**

If the Authority increases or decreases the quantities of Equipment, procures other items in substitution for those identified on the Equipment List or otherwise changes the items to be procured and there is an effect on the Design or Construction, such increase, decrease, procurement or change, and the effect thereof, will constitute a Change. The parties will endeavour to agree to an expedited Change process to deal with Equipment changes.

### **6.3 Staging and Storage**

The Design-Builder will:

- (a) provide a secure, dry space to accommodate staging and storage of Equipment;
- (b) allow Authority representatives to access and work within the space;
- (c) will ensure that the space is able to maintain a reasonable temperature to store and work in; and
- (d) provide power and data to the space and will notify the Authority, in advance, of any power interruptions.

### **6.4 Storage Costs**

The Authority will reimburse the Design-Builder for any incremental out of pocket storage costs for any item of Category 1 Equipment or Category 2 Equipment if such item is Delivered materially in advance of the earliest delivery date for such item as identified by the Design-Builder under Section 2.2(a) or 3.2(a) of this Appendix in the Equipment Logistics Schedule.

Any storage costs incurred by the Design-Builder due to Equipment being Delivered by the delivery date as set out in the Equipment Logistics Schedule delivery date, but not ready for Setup, will be borne by the Design-Builder.

### **6.5 Equipment Commissioning**

The Design-Builder will incorporate its Commissioning responsibilities under this Appendix into its commissioning activities for the Facility as contemplated in this Agreement.

All Category 2 and Category 3 Equipment must be Commissioned, and the Acceptance Protocol completed where applicable, prior to Substantial Completion of the Building.

#### 6.6 **Addition of Additional Equipment or Replacement of Existing Equipment**

If the Authority identifies Equipment that is in addition to, or in replacement of certain items of, the Equipment, the Authority may in its discretion:

- (a) elect to have the Design-Builder Supply, Deliver, Receive, Setup, Install and/or Commission such additional Equipment, in accordance with and subject to the procedures for Changes; or
- (b) itself perform any of such activities.

#### 6.7 **Equipment Committee**

The parties will establish an Equipment Committee composed of 2 (or any other number agreed between the parties) representatives of each party. The Equipment Committee will meet regularly (and not less than once per month) to review the status of, and to provide advice to the parties with respect to the Equipment Supply, Delivery, Receiving, Setup, Installation and Commissioning.

#### 6.8 **Title**

The Design-Builder will cause the procurement arrangements for Category 3 Equipment to provide for a direct transfer of title to such Equipment from the vendors to the Authority. Title to Category 3 Equipment may be reserved by third party unpaid vendors until the earlier of the date of payment and the Target Building Substantial Completion Date. The Design-Builder will pay all such unpaid vendors prior to the Target Building Substantial Completion Date for amounts owing on outstanding invoices.

#### 6.9 **Damage and Loss**

Any damage or loss occurring prior to the Target Building Substantial Completion Date to:

- (a) Category 2 Equipment or Category 3 Equipment after it has been Received; or
- (b) Category 1 Equipment or Category 4 Equipment after it is Installed if it is installed prior to the Target Building Substantial Completion Date,

is the responsibility of the Design-Builder.

#### 6.10 **Acceptance Protocol**

A document will be provided by the Design-Builder to the Authority for each Category 2 and Category 3 item that certifies all testing of the relevant Equipment has been completed to demonstrate that it has been installed in accordance with the manufacturer's requirements and is functioning in accordance with the specifications included in the relevant equipment purchase contract or purchase order (the "Acceptance Protocol").

Without limiting the Design-Builder's obligation to Commission the relevant Equipment, the Design-Builder will, to the Authority's reasonable satisfaction, complete all of the aspects of the Acceptance Protocol for each item of Category 2 and Category 3 Equipment.

If:

- (a) prior to the Target Building Substantial Completion Date, the Design-Builder fails to complete any aspect of an Acceptance Protocol for any item of Category 2 or Category 3 Equipment; and
- (b) the Authority waives the requirement for the Design-Builder to complete the relevant Acceptance Protocol prior to the Target Building Substantial Completion Date, then subject to meeting the other requirements for Substantial Completion of the Building each such failure will be a deficiency and the Authority may make the withholding described in Section 44.5(b) of the Design-Build Agreement.

#### 6.11 Equipment Logistics Schedule

The Design-Builder will propose a draft schedule (the "Equipment Logistics Schedule") within 30 days after the Effective Date and the parties will seek to finalize the Equipment Logistics Schedule, each party acting reasonably, within 90 days after the Effective Date, in accordance with the following principles:

- (a) in order to take advantage of the most recent technological advances, final decisions on the selection of Equipment sensitive to or anticipated to be revised with newer technology prior to the Target Building Substantial Completion Date, together with any training or service requirements, will not be made by the Authority until as late as possible in the period for Construction;
- (b) the Design-Builder will require adequate time to issue competitive bidding documents, receive proposals, clarify aspects of proposals, and Receive, Install and Commission the Equipment;
- (c) the Authority will require the ability to take advantage of bulk or other purchase opportunities advantageous to it; and
- (d) the Design-Builder will undertake the precautions set out by Equipment vendors to protect any Equipment that is required to be Delivered or Installed while construction is still underway; however, as an additional precaution some sensitive Equipment (such as medical devices and equipment with electronic components) may require Delivery, Installation and Commissioning dates that are late in the period for Construction.

The parties may modify the Equipment Logistics Schedule by mutual agreement, each acting reasonably.