

APPENDIX 2E

CLINICAL EQUIPMENT AND FURNITURE

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APPENDIX 2E

CLINICAL EQUIPMENT AND FURNITURE

1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 [Definitions and Interpretation] to this Agreement:

“Acceptance Protocol” has the meaning given in Section 3.1(a)(6) (Solicitation of Proposals) of this Appendix;

“Clinical Equipment Committee” has the meaning given in Section 6.1 (Clinical Equipment Lead) of this Appendix;

“Clinical Equipment Lead” has the meaning given in Section 6.2 (Clinical Equipment Committee) of this Appendix;

“Clinical Equipment Logistics Plan” the schedule attached as Attachment 3 to this Appendix, as updated in accordance with Section 7 (Clinical Equipment Logistics Plan) of this Appendix;

“Commissioning” means testing and commissioning the equipment (including the Equipment on the Equipment List) or system in accordance with any commissioning requirements set out in this Agreement including, in respect of Category 3 Equipment, Category 4 Equipment and Category 5 Equipment, the requirements set out in Attachment 5 [Equipment Commissioning] to this Appendix, all applicable standards and Good Industry Practice, including to ensure that the Equipment is operating in accordance with the manufacturer’s requirements and specifications;

“Coordinate” means to manage and arrange the involvement and input for the Authority and suppliers in determining the Facilities’ requirements for the Equipment and the Equipment layout drawings so as to ensure that the requirements of the Authority, including Facility Users, are met;

“Delivery” means delivery to the Facilities;

“Equipment” means, collectively, the Category 1 Equipment, the Category 2 Equipment, the Category 3 Equipment, the Category 4 Equipment, the Category 5 Equipment, the Category 6 Equipment, and the Relocated Equipment;

“Equipment Cash Allowance” means the monies to be deposited by the Authority into the Equipment Cash Allowance Account in the amounts and at the times required pursuant to this Appendix and paid from the Equipment Cash Allowance Account for:

- (a) the purchase of Category 4 Equipment and Category 5 Equipment pursuant to this Appendix; and
- (b) office moves in accordance with Section 11 of this Appendix;

“Equipment Cash Allowance Account” means a separate, interest-bearing bank account for all Category 4 Equipment and Category 5 Equipment and office move related cash flows that is maintained by Project Co at the Authority’s direction as contemplated in this Appendix;

“Equipment Data Sheets” means the equipment data sheets set out in Attachment 2 to this Appendix containing specifications for items of Equipment on the Equipment List, as those data sheets may be updated in accordance with this Agreement;

“Equipment List” means the list of Equipment set out in Attachment 1 to this Appendix;

“Form of Relationship Agreement” has the meaning given in Section 8.1 (Relationship Agreement) of this Appendix;

“Installation” means, as applicable, to put in place or attach to the Facilities, including making connections to necessary building services (including plumbing, heating, cooling, ventilation and electricity, as well as support structures, seismic restraints, or other infrastructure required by or supplied by the supplier), and connection to necessary communication or network interfaces or devices by qualified tradespeople where necessary, all in coordination with the relevant staff of the Authority and according to manufacturer requirements so that the Equipment is fully functional and ready for acceptance testing, and includes the carrying out of acceptance testing to demonstrate that such Equipment has been Installed in accordance with the relevant requirements;

“Infrastructure Preparation” means to provide the essential services required to Install and Commission a piece of Equipment, which information will be provided by the supplier’s installation specifications, shop drawings, as well as the Equipment Data Sheets;

“Procurement” means the management and completion of procurement processes for Category 4 Equipment and Category 5 Equipment pursuant to Section 3 (Procurement of and Payment for Category 4 Equipment and Category 5 Equipment) of this Appendix, including the payment for such Category 4 Equipment and Category 5 Equipment as set out therein;

“Purchase” means the process of purchasing Equipment by the Authority, including preparation of procurement documentation, including specifications and contract documents, management and completion of procurement processes and contracting, and payment to the supplier, including the costs of standard Delivery and training to the extent included in the relevant purchase order;

“Receive” means the provision of facilities, devices, equipment, and staff to accept and document the condition and acceptance of Delivered Equipment and, where necessary, prepare and manage the return of Equipment;

“Relocated Equipment” means the Equipment that has been previously received or utilized by the Authority and would require a transfer from its current location elsewhere on the BH Campus to the Facilities, and includes the Category 6 Equipment as well as any Equipment that the Authority designates as Relocated Equipment pursuant to Section 4.4 (Relocation Services);

“Relocation Subcontractor” has the meaning given in Section 4.4 (Relocation Services) of this Appendix;

“Request for Payment Approval” has the meaning given in Section 3.10 (Request for Payment Approval) of this Appendix;

“Site Readiness Checklist” has the meaning given in Section 9.5(a) (Site Readiness for Delivery and Receipt) of this Appendix;

“Setup” includes:

- (a) transportation and movement of Equipment within the Facilities from the Receiving location, Staging location, Storage location, or existing location in the BH Campus to the final location, including the provision of adequate devices, equipment, or other materials to safely move such Equipment;
- (b) placement of Equipment in the final location within the Facilities;
- (c) attachment of any required accessories to the Equipment;
- (d) any necessary unwrapping, unpacking, labelling, and assembling, including the correct disposal of all dunnage, packing, or other waste materials (except where the removal of waste is addressed elsewhere); and
- (e) cleaning of Equipment as per infection control requirements for its final location;

“Staging” means the provision of a secure space or spaces with an appropriate environment and appropriate infrastructure (all in consideration of infection control requirements) to allow the assembly, programming, testing, cleaning, or other functions to be carried out on Equipment prior to such time as the Equipment is Setup at its final location within the Facilities;

“Storage” means the provision of a secure space or spaces with an appropriate environment to allow Equipment to be set, placed, loaded, unloaded, or otherwise warehoused without damage while awaiting Setup; and

“Total Cost of Ownership” has the meaning given in Section 3.4(h) (Project Co Analysis and Recommendation) of this Appendix.

2. CATEGORIES OF EQUIPMENT

2.1 Project Co’s General Responsibilities

- (a) Without limiting any other provision of this Appendix or this Agreement, Project Co will be responsible, at its cost, for the Design Integration, Coordination, Equipment layout, Infrastructure Preparation, Staging, and Storage of all Equipment. Project Co will also be responsible, at its cost, for the correct disposal of all dunnage, packing or other waste materials for all Equipment, to the extent such disposal is not carried out by the relevant Supplier of the Equipment.
- (b) For the purposes of Equipment layout, Project Co will provide shop drawings to the Authority with respect to any item of Equipment after selection of the supplier and before

the execution of an equipment purchase contract or issuance of a purchase order to the supplier.

- (c) Any Installation carried out by Project Co shall be completed to the Authority's reasonable satisfaction, and any deficiencies identified by the Authority in respect of such Installation will be corrected by Project Co, at its cost, to the Authority's reasonable satisfaction prior to the SFB Expansion Substantial Completion Date or the New Tower Substantial Completion Date, as applicable.
- (d) Except to the extent expressly allocated to the Authority, all costs and expenses in relation to the performance by Project Co of its obligations under this Appendix are allocated to, and accepted by, Project Co as its responsibility.

2.2 Authority's General Responsibilities

Without limiting any other provision of this Appendix or this Agreement, the Authority will be responsible, at its cost, for the selection of all Equipment.

2.3 Category 1 Equipment

The Authority will be responsible for the Purchase, Receipt, Setup, Installation, and Commissioning of all Category 1 Equipment.

Project Co will facilitate the Setup, Installation, and Commissioning of Category 1 Equipment by the Authority and provide all reasonable cooperation to the Authority in connection with its obligations in respect of Category 1 Equipment.

2.4 Category 2 Equipment

The Authority will be responsible for the Purchase of all Category 2 Equipment.

The supplier of the relevant Category 2 Equipment selected by the Authority will be responsible for the Setup and Installation of such Category 2 Equipment.

Project Co will facilitate the Setup and Installation of Category 2 Equipment by the suppliers and provide all reasonable cooperation to the Authority and the suppliers in connection with their obligations in respect of Category 2 Equipment.

Project Co will be responsible for the Receipt of all Category 2 Equipment and ensuring that it is properly located in the Facilities. After Installation, Project Co will be responsible to protect all Category 2 Equipment against damage and to ensure that it is available for use by the Authority as at the New Tower Substantial Completion Date or the SFB Expansion Substantial Completion Date, as the case may be.

2.5 Category 3 Equipment

The Authority will be responsible for the Purchase of all Category 3 Equipment.

Project Co will provide all reasonable cooperation to the Authority in connection with its obligations in respect of Category 3 Equipment.

Project Co will be responsible for the Receipt, Setup, Installation, and Commissioning of all Category 3 Equipment. The Authority may decide to carry out some or all of these functions itself and shall provide directions to Project Co to this effect. Any such direction shall not be a Change.

2.6 Category 4 Equipment

The supplier of the relevant Category 4 Equipment selected by the Authority will be responsible for the Setup, Installation, and Commissioning of such Category 4 Equipment.

Project Co will facilitate the Setup, Installation, and Commissioning of Category 4 Equipment by the suppliers and provide all reasonable cooperation to the Authority and the suppliers in connection with their obligations in respect of Category 4 Equipment. After Installation, Project Co will be responsible to protect all Category 4 Equipment against damage and to ensure that it is available for use by the Authority as at the New Tower Substantial Completion Date or the SFB Expansion Substantial Completion Date, as the case may be.

Project Co will be responsible for the Procurement and Receipt of all Category 4 Equipment, and for obtaining all permits, approvals, and licences required in connection therewith.

2.7 Category 5 Equipment

Project Co will provide all reasonable cooperation to the Authority in connection with its obligations in respect of Category 5 Equipment.

Project Co will be responsible for the Procurement, Receipt, Setup, Installation, and Commissioning of all Category 5 Equipment, and for obtaining all permits, approvals, and licences required in connection therewith. The Authority may decide to carry out some or all of these functions itself and shall provide directions to Project Co to this effect. Any such direction shall not be a Change.

After Installation, Project Co will be responsible to protect all Category 5 Equipment against damage and to ensure that it is available for use by the Authority as at the New Tower Substantial Completion Date or the SFB Expansion Substantial Completion Date, as the case may be.

2.8 Category 6 Equipment

The Authority will be responsible for the relocation, Setup, Installation, and Commissioning of all Category 6 Equipment.

Project Co will facilitate the Setup, Installation, and Commissioning of Category 6 Equipment by the Authority and provide all reasonable cooperation to the Authority in connection with its obligations in respect of Category 6 Equipment.

2.9 Other Equipment

This Appendix sets out the obligations of Project Co and the Authority in respect of clinical equipment for the Facilities. The obligations of Project Co and the Authority in respect of IM/IT equipment for the Facilities is set out in Appendix 3F [IM/IT Equipment List] of Schedule 3 [Design and Construction Specifications], and in respect of other equipment in Appendix 2J [Construction Items] and Appendix 2L [Food Services Equipment] and nothing herein is intended to limit anything in such Appendices.

3. PROCUREMENT OF AND PAYMENT FOR CATEGORY 4 EQUIPMENT AND CATEGORY 5 EQUIPMENT

3.1 Solicitation of Proposals

For each item of Category 4 Equipment and Category 5 Equipment, Project Co will:

- (a) in consultation with the Authority, draft competitive procurement documents, such documents to include:
 - (1) the specifications for the relevant Equipment, including any options that may be available;
 - (2) a table for a total cost breakdown, including ongoing operation costs and Total Cost of Ownership;
 - (3) terms and conditions for the relevant equipment purchase contract or purchase order, including training for Authority staff;
 - (4) a description of the evaluation criteria and a summary of the evaluation process;
 - (5) terms that indicate a direct transfer of title for such Equipment from the supplier to the Authority;
 - (6) a protocol for testing the relevant Equipment 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 (an "**Acceptance Protocol**");
 - (7) the scope of any Setup, Installation, or Commissioning work that the supplier will perform; and
 - (8) a technology clause to ensure the suppliers are required to provide the latest model and technology available at the time of Delivery, with this clause being at the discretion of the Authority;
- (b) in consultation with the Authority, identify and take advantage of standardization opportunities, including by:
 - (1) utilizing applicable existing Authority supply agreements; and
 - (2) coordinating bundle purchases of Equipment where there is a financial or logistical benefit (including bundled purchases of Equipment);
- (c) issue competitive procurement documents to at least three different suppliers for proposals for at least three different makes and models (unless less than three suppliers or less than three models for such Equipment exist), such proposals to be on comparable terms and conditions and to reflect at least the same standard of formality,

comprehensiveness and competitiveness that the Authority would itself have followed;
and

- (d) actively consult with and solicit input from the Authority's Representative during the evaluation of proposals or other responses from suppliers.

Project Co assumes all risk of delays to the Project Schedule caused by late Procurement or Delivery of any Category 4 Equipment or Category 5 Equipment, unless such delay is caused by, or directly attributable to, a delay by the Authority in the approval process pursuant to Section 3.5 (Authority Approval) of this Appendix.

3.2 Alternative Procurement

Notwithstanding Section 3.1 (Solicitation of Proposals) of this Appendix, the Authority may, in its sole discretion, require Project Co to undertake or integrate alternative procurement methods, including:

- (a) unrestricted public procurement offers;
- (b) Authority provided supplier short lists;
- (c) standing offer arrangements;
- (d) direct awards; and
- (e) any other procurement method that the Authority sees fit.

If the Authority chooses to utilize an alternative procurement method, then the requirements of Section 3.1 (Solicitation of Proposals) of this Appendix will be modified in accordance with the requirements of such method.

3.3 Compliance with Trade Agreements

Project Co will comply with the requirements of the Canada Free Trade Agreement (including Chapter 5 thereof), the New West Partnership Trade Agreement and any other trade agreements to the same extent that such requirements are, by policy of the Province of British Columbia or the Authority, or by Law, applicable to the Authority.

3.4 Project Co Analysis and Recommendation

Based on the proposals received in response to the competitive procurement documents issued under Section 3.1 (Solicitation of Proposals) of this Appendix, Project Co will provide a written analysis to the Authority for the procurement of each item of Category 4 Equipment and Category 5 Equipment, which will include the following:

- (a) item description, item number, and quantities;
- (b) the manufacturer, model number, supplier, specifications, and options for the item;

- (c) an analysis, including consideration of compliance with the requirements of Section 3.18 (Standards for Equipment) of this Appendix, and a recommendation as to which make, model, and supplier of the item provides, in Project Co's opinion, the overall best value to the Authority, and any other benefits of the recommended item;
- (d) an analysis of the effect the item will have on the overall design of the Facilities and the relevant areas within the Facilities;
- (e) an analysis of the effect on the Authority's operations, including coordination with consumables contracts and effects on end users;
- (f) details of the warranties, Installation services, training, spare parts, start-up consumables, and any services contract included with the item by the relevant manufacturer or supplier;
- (g) the date and time when the item will be available to be Delivered;
- (h) the cost of the item, including a breakdown of:
 - (1) subject to Section 3.9(b) (Minimizing Costs) of this Appendix, costs associated with Delivery, Setup, Installation, and Commissioning to be performed by the supplier;
 - (2) all warranties, included service and maintenance, and any service and maintenance reasonably expected over the life of the item of Equipment but not included; and
 - (3) applicable Taxes,

and net of all direct or indirect discounts, rebates, refunds, chargebacks, credits, price adjustments, or any other allowances obtained across all items of Category 4 Equipment and Category 5 Equipment that effectively reduce the net selling price (collectively, the "**Total Cost of Ownership**");
- (i) based on the information in Section 3.4(h) of this Appendix, the total amounts and timing of payment required to implement the recommendation and the full details of the calculation of such amounts;
- (j) whether the procurement is a purchase, a lease, part of a managed equipment program, based on usage pricing or other arrangement, and the terms and timing of payments thereof;
- (k) if so requested by the Authority, a reasonable number of copies of each quote or proposal and all other relevant information in respect of the item and such other documentation as the Authority may reasonably require, all of which Project Co will provide on a fully transparent and open basis to the Authority;
- (l) the latest date (not to be less than 30 Business Days after receipt by the Authority of the recommendation or such other period as the parties may agree each acting reasonably

and no earlier than the date for a decision set out in the latest Clinical Equipment Logistics Plan) by which a final procurement decision on the item is required from the Authority without causing delays to the Construction, SFB Expansion Substantial Completion, or New Tower Substantial Completion, or additional costs for that item; and

- (m) if no proposals for any items of Category 4 Equipment or Category 5 Equipment are available or have been received by Project Co, an alternate recommended course of action for procurement by Project Co, including possible substitutes for such items.

The Authority may request additional information from Project Co regarding the analysis and recommendations of Project Co, which Project Co will provide to the Authority as soon as reasonably practicable thereafter and in any event, within 30 days of receipt of such request.

3.5 Authority Approval

In response to the recommendations for items of Category 4 Equipment or Category 5 Equipment made by Project Co to the Authority under Section 3.4 (Project Co Analysis and Recommendation) of this Appendix, the Authority may, on or before the latest date for such decision as set out in the written analysis pursuant to Section 3.4(l) (Project Co Analysis and Recommendation) of this Appendix, do any of the following with respect to some or all of the items:

- (a) select a supplier and product with associated options, accessories, and design details, and instruct Project Co to proceed with the procurement process, including supplier engagement to inform design, meetings with User Consultation Groups, supplier presentations, meetings to provide information and confirm accessories, and meetings to confirm and validate purchase order information. A tracking number will be assigned to each item of Equipment for the purpose of tracking and updating the Authority of the status of each item;
- (b) withdraw the requirement for Project Co to proceed with the procurement;
- (c) subject to Section 5.4 (Updates to the Equipment List and the Equipment Data Sheets) of this Appendix, increase or decrease the quantities, require the procurement of other items in substitution for such items, or otherwise change the items to be procured;
- (d) acting reasonably, reject any supplier or item of Category 4 Equipment or Category 5 Equipment as unacceptable to the Authority;
- (e) elect to obtain certain items of Category 4 Equipment or Category 5 Equipment for the Project by obtaining, transferring, or relocating existing equipment from the Authority or others; or
- (f) elect to procure directly certain items of Category 4 Equipment or Category 5 Equipment.

3.6 Project Co To Implement Authority Instructions

Project Co will proceed diligently to implement the instructions given by the Authority pursuant to Section 3.5 (Authority Approval) of this Appendix, including promptly making alternate recommendations for any

item for which the proposed supplier has been rejected under Section 3.5(d) (Authority Approval) of this Appendix.

3.7 Management of Equipment Cash Allowance Account

The Authority may direct Project Co to establish up to four Equipment Cash Allowance Accounts, an interest bearing account and a higher-rate deposit account for Canadian currency and an interest bearing account and a higher-rate deposit account for US currency. References in this Appendix to the Equipment Cash Allowance Account will be deemed to refer to all or any of such accounts, as applicable.

Project Co will establish the Equipment Cash Allowance Account and will manage all monies deposited in the Equipment Cash Allowance Account by the Authority in trust for, for the benefit of, and as directed by, the Authority as follows:

- (a) interest earned will accrue in the Equipment Cash Allowance Account and will be for the benefit of the Authority. Where practicable, Project Co will take reasonable steps to maximize interest earned through, for example, a standing arrangement with the bank to place funds on overnight deposit at a higher interest rate;
- (b) Project Co will grant to the Authority a first priority security interest in and to the Equipment Cash Allowance Account and the funds deposited therein and will execute all documents reasonably required by the Authority in connection with such security;
- (c) Project Co will withdraw monies from the Equipment Cash Allowance Account as and at the times directed by the Authority as required to pay for:
 - (1) invoices approved by the Authority pursuant to Section 3.11 (Payment Approval) of this Appendix, net of all direct or indirect discounts, rebates, refunds, chargebacks, credits, price adjustments, or any other allowances obtained across all Category 4 Equipment and Category 5 Equipment that effectively reduce the net selling price; and
 - (2) invoices approved by the Authority pursuant to Section 11.3(e) (Payment for Moving Services) of this Appendix;
- (d) Project Co will provide a reconciliation of the Equipment Cash Allowance Account to the Authority on a monthly basis, which will include any Equipment tracking numbers assigned by the Authority under Section 3.5(a) (Authority Approval) of this Appendix and copies of supplier or other invoices paid by Project Co from the Equipment Cash Allowance Account during the month;
- (e) Project Co will provide copies of monthly bank statements for the Equipment Cash Allowance Account to the Authority by the 15th day of the following month;
- (f) as procurements are completed, Project Co will keep and update an overall budget for the Equipment Cash Allowance and will provide access to and copies of such budget to the Authority monthly and as otherwise required by the Authority;

- (g) if on the earlier of two months after the Substantial Completion Date and the Termination Date, there is a positive balance in the Equipment Cash Allowance Account, such balance will be the property of the Authority and will be paid by Project Co to the Authority or as directed by the Authority (less any amounts provisioned for settlement on certain Category 4 Equipment and Category 5 Equipment);
- (h) any costs, expenses or delays related to managing the Equipment Cash Allowance Account are the responsibility of Project Co; and
- (i) the parties will review the operation of the Equipment Cash Allowance Account on a regular basis and agree to any appropriate modifications to ensure its efficient operation.

3.8 Deposits to Equipment Cash Allowance Account

The Authority will deposit funds into the Equipment Cash Allowance Account for Equipment approved under Section 3.5(a) (Authority Approval) in accordance with the Clinical Equipment Logistics Plan.

The Authority will make deposits into the Equipment Cash Allowance Account if the payment requirements, including applicable Taxes, for invoices approved by the Authority pursuant to Section 3.11 (Payment Approval) and Section 11.3(e) (Payment for Moving Services) of this Appendix exceed the then balance of the Equipment Cash Allowance Account.

3.9 Minimizing Costs

Project Co will:

- (a) use all reasonable efforts to minimize the cost to the Authority of Category 4 Equipment and Category 5 Equipment and to conduct its procurement so as to minimize any reasonably avoidable adverse effect on the cost to the Authority of Category 4 Equipment and Category 5 Equipment;
- (b) ensure that the cost to the Authority of Category 4 Equipment and Category 5 Equipment includes direct costs for Setup, Installation, and Commissioning performed by the supplier only to the extent that such Setup, Installation or Commissioning is in the normal scope of the purchase and sale of equipment similar to the Category 4 Equipment or Category 5 Equipment for a project similar to the Project and is commonly performed by the supplier;
- (c) cause all discounts, rebates, refunds, chargebacks, credits, price adjustments, and other allowances available in connection with the Category 4 Equipment and Category 5 Equipment to be attributed solely to and to benefit the pricing of Category 4 Equipment and Category 5 Equipment;
- (d) ensure all costs and expenses related to the administration of the Equipment Cash Allowance Account, including the preparation of Requests for Payment Approval and any required reporting, will be borne by Project Co and will not be charged to the Equipment Cash Allowance Account.

3.10 Request for Payment Approval

Project Co will provide a written request to the Authority for payment approval (the "**Request for Payment Approval**") on the first Business Day of each month for Category 4 Equipment and Category 5 Equipment that will include the following:

- (a) details of all supplier invoices received by Project Co that are due for payment that month, including relevant supporting documentation, including a running tally of each purchase order and the payments made to the supplier in the cases where the payment is requested in stages. The Request for Payment Approval will show the original amount due, less any previous payments, and the amount outstanding after the current payment is made;
- (b) reconciliation with the Equipment List of the Category 4 Equipment and the Category 5 Equipment for which payment approval is requested;
- (c) any discounts, rebates, refunds, chargebacks, credits, price adjustments, and other allowances available in connection with the Category 4 Equipment or the Category 5 Equipment;
- (d) the cash flow process with respect to the Equipment Cash Allowance as set out in Section 3.7 (Management of Equipment Cash Allowance Account) of this Appendix; and
- (e) a summary document containing a brief description of the information set out in Sections 3.10(a) to 3.10(c).

3.11 Payment Approval

- (a) The Authority will, acting reasonably and within seven Business Days of receipt of a Request for Payment Approval, advise Project Co in writing whether or not payment of the invoices set out in such Request for Payment Approval is approved.
- (b) If the Authority rejects any invoice set out in a Request for Payment Approval, the Authority will provide full details as to the reason for not approving such payment. Project Co will resubmit a Request for Payment Approval to the Authority containing the information in Section 3.10 (Request for Payment Approval) of this Appendix within seven days of receiving notice of such rejection.

3.12 Payment of Approved Invoices

Project Co will, within seven days of receipt of the Authority's approval of the payment of invoices set out in a Request for Payment Approval pursuant to Section 3.11 (Payment Approval) of this Appendix, as agent for the Authority only for purposes of payment from the Equipment Cash Allowance Account, make payment to the relevant suppliers as set out in such approved invoices in such Request for Payment Approval from the Equipment Cash Allowance Account.

3.13 Taxes

Project Co will pay the Category 4 Equipment and Category 5 Equipment supplier invoices approved by the Authority pursuant to Section 3.11 (Payment Approval) of this Appendix, including all applicable Taxes, and will not claim any rebate on GST, PST, or other Taxes for the benefit of Project Co. The Authority may claim all available rebates on such Taxes or self-assess such Taxes in respect of any Category 4 Equipment or Category 5 Equipment that Project Co procures from outside of Canada.

3.14 Responsibility for Authority-Obtained Category 4 Equipment or Category 5 Equipment

If the Authority elects to obtain or procure certain items of Category 4 Equipment or Category 5 Equipment pursuant to Sections 3.5(e) or 3.5(f) (Authority Approval) of this Appendix:

- (a) as soon as is reasonably practicable after such election, Project Co will advise the Authority:
 - (1) if such Equipment must be Installed in either the SFB Expansion or the New Tower for Project Co to achieve SFB Expansion Substantial Completion or New Tower Substantial Completion, respectively; and
 - (2) if applicable, the date by which such Equipment must be Delivered so as not to delay the Design, the Construction, SFB Expansion Substantial Completion, New Tower Substantial Completion, or the Authority's use and occupation of the Facilities;
- (b) the Authority will cause each item of Category 4 Equipment and Category 5 Equipment that the Authority elected to obtain or procure pursuant to Sections 3.5(e) or 3.5(f) (Authority Approval) of this Appendix identified by Project Co under Section 3.14(a)(1) to be Delivered by the date specified by Project Co under Section 3.14(a)(2); and
- (c) Project Co will:
 - (1) relocate, Coordinate, Receive, Stage, Store, Setup, Install and Commission such Equipment and the provisions of Section 4 (Relocated Equipment) of this Appendix will apply, except that in respect of Section 4.3 (Integration of Relocated Equipment with Design of Facilities), Project Co will only be reimbursed for costs that are additional or incremental to the services that Project Co is otherwise required to provide under this Section 3; and
 - (2) not be responsible for any failure of such Equipment to meet Commissioning requirements.

3.15 Payment

- (a) Project Co will only be permitted to make payment for the direct cost (as provided by a supplier invoice) of:
 - (1) supplying, Delivering, and training for Category 4 Equipment and Category 5 Equipment; and

- (2) Setup, Installing, and Commissioning Category 4 Equipment.
- (b) Notwithstanding any other provision of this Appendix, Project Co agrees that:
 - (1) any amount paid from the Equipment Cash Allowance Account will not include any mark-up for overhead, other costs, or profit of Project Co or any other Project Co Person, other than the suppliers of Category 4 Equipment and Category 5 Equipment; and
 - (2) there will be no adjustment to the payment out of the Equipment Cash Allowance Account on account of profit, overhead, or other costs associated with procurement, expediting Delivery, Coordination, Receiving, Setup, Staging, Storage, Installation, Commissioning, or training of Category 4 Equipment or Category 5 Equipment by Project Co or any other Project Co Persons, other than the suppliers of Category 4 Equipment and Category 5 Equipment, all of which Project Co has already included in, and will be paid by the Authority to Project Co as part of, the payments for the Design and the Construction properly performed pursuant to this Agreement.

3.16 Category 4 Equipment and Category 5 Equipment Reports

On or before the fifth day of each month during the Construction Period, and again at each of the SFB Expansion Substantial Completion Date and the New Tower Substantial Completion Date, Project Co will provide reports to the Authority that include the following information for the preceding calendar month:

- (a) itemized and aggregate amounts committed to date for all costs to the Authority of Category 4 Equipment and Category 5 Equipment, including proof of monthly payments;
- (b) which Category 4 Equipment or Category 5 Equipment item numbers have been procured and the itemized and aggregate costs to the Authority of such items;
- (c) the projected procurement of remaining Category 4 Equipment and Category 5 Equipment and the projected effect of such procurement on the Equipment Cash Allowance;
- (d) the Delivery dates for each item of Category 4 Equipment and Category 5 Equipment procured;
- (e) any authorized or agreed changes in the Equipment List, and the Equipment Data Sheets, and the Clinical Equipment Logistics Plan since the previous report, and the financial impact of such changes; and
- (f) any commentary on communication methods, the reporting method and approval process, frequency of communication and similar matters regarding Category 4 Equipment and Category 5 Equipment procurement and selection,

provided that the information set out in Sections 3.16(a) and 3.16(b) in respect of those items of Category 4 Equipment and Category 5 Equipment that the Authority has elected to obtain or

procure pursuant to Sections 3.5(e) or 3.5(f) (Authority Approval) of this Appendix will only be required to the extent that the Authority provides Project Co with such information.

3.17 Warranties

Project Co will ensure that all manufacturers' and suppliers' warranties for all Category 4 Equipment and Category 5 Equipment (except for those items of Category 4 Equipment and Category 5 Equipment that the Authority elects to obtain or procure pursuant to Sections 3.5(e) or 3.5(f) (Authority Approval) of this Appendix):

- (a) commence no earlier than the date of first clinical use of the relevant item of Category 4 Equipment or Category 5 Equipment; and
- (b) are in the Authority's name.

Project Co is not obligated to purchase any extended warranties beyond the minimum standard manufacturers' warranty, which shall be no less than one year.

3.18 Standards for Equipment

Project Co will cause all Category 4 Equipment and Category 5 Equipment (except Category 4 Equipment or Category 5 Equipment procured by the Authority pursuant to Sections 3.5(e) or 3.5(f) (Authority Approval) of this Appendix), to be:

- (a) new or refurbished as approved by the Authority;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with Good Industry Practice;
- (c) in accordance with the Equipment List and the Equipment Data Sheets;
- (d) supplied by an entity that holds a valid medical device license, unless waived by the Authority;
- (e) CSA approved; and
- (f) in compliance with all Laws.

Project Co will, as soon as practicable after receiving a request from the Authority, supply to the Authority evidence to demonstrate its compliance with this Section 3.18.

4. RELOCATED EQUIPMENT

4.1 Relocated Equipment

The Authority will be responsible for the relocation of Relocated Equipment, including any Coordination, Setup, Installation, and Commissioning thereof.

4.2 Design to Incorporate Relocated Equipment

Project Co will ensure that the design of the Facilities accommodates the Relocated Equipment. Project Co will ensure that the design of the Facilities will accommodate the act of relocating the Relocated Equipment (for example, sufficiently wide doorways, clearance under door releases).

4.3 Integration of Relocated Equipment with Design of Facilities

Project Co will cooperate with the Authority to ensure that the Relocated Equipment is integrated in accordance with Good Industry Practice with the overall design of the Facilities and will include such Relocated Equipment as part of the design development process described in Section 5.3 (Design Process) of Schedule 2 [Design and Construction Protocols].

4.4 Relocation Services

The Authority will, either directly or through a subcontractor (the “**Relocation Subcontractor**”), provide relocation services for purposes of relocating the Relocated Equipment from other facilities on the BH Campus to the SFB Expansion or the New Tower, as applicable. If applicable, the Authority will procure the services of the Relocation Subcontractor directly, and the Authority may require the coordination and cooperation of Project Co in this regard. If the Authority makes the decision to change any Category 1 Equipment, Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, or Category 5 Equipment to be Relocated Equipment, Project Co will cooperate with the decision and accommodate the changes.

5. EQUIPMENT LIST AND EQUIPMENT DATA SHEETS

5.1 No Obligation

Notwithstanding anything else in this Appendix or this Agreement, but subject to Section 5.4 (Updates to the Equipment List and the Equipment Data Sheets) of this Appendix, although the Authority intends to procure, approve the procurement of, or relocate, as applicable, the items of Equipment shown on the Equipment List and Equipment Data Sheet, the Authority has no obligation to do so.

5.2 No Limitation

Without limiting this Appendix, the Equipment shown on the Equipment List and in the Equipment Data Sheets is not intended to be exhaustive or be an indication of the minimum or maximum Equipment required. It is not intended to be relied upon by Project Co, does not limit the requirements of the Design and Construction Specifications, and provides only an indication of some of the Equipment that the Authority may require. The Authority may add or delete Equipment from the Equipment List at any time, in its sole discretion.

5.3 Equipment Data Sheets

- (a) The Authority will provide Equipment Data Sheets, where available, to Project Co, containing the basic information for each particular piece of Equipment.

- (b) Project Co acknowledges and agrees that the Design of the Facilities will be neutral as to which supplier is selected by the Authority and will be capable of accommodating the requirements of Equipment from each of the suggested manufacturers.
- (c) Project Co will consider, at minimum, the detailed integration of generic Equipment's spatial and service requirements into the base architectural, structural, mechanical, electrical, and information management and information technology designs.
- (d) The Equipment Data Sheets will be used as a guideline and Project Co is responsible for finalizing the required Equipment with the supplier in accordance with the applicable specifications and any supplier provided shop drawings.
- (e) At the discretion of the Authority, Project Co will provide infrastructure that will accommodate and allow for future adaptability in moving to Equipment with higher infrastructure needs.

5.4 Updates to the Equipment List and the Equipment Data Sheets

The parties acknowledge that:

- (a) as at the Effective Date, the Equipment List and the Equipment Data Sheets have not been finalized, and changes to the Equipment List and the Equipment Data Sheets may be required by the Authority or may be required as part of the design development process described in Section 5.3 (Design Process) of Schedule 2 [Design and Construction Protocols];
- (b) as at the Effective Date, the Equipment Data Sheets may not be comprehensive and have not been provided for all Equipment on the Equipment List. It will be the responsibility of Project Co to seek clarification from the Authority related to any piece of listed Equipment (including supplementary Equipment Data Sheets);
- (c) updates to the Equipment List and the Equipment Data Sheets may be required from time to time because of manufacturers' or suppliers' changes, including changes to equipment availability, specifications, and models, and changes in clinical practice;
- (d) the Authority may substitute Relocated Equipment for any piece of Equipment on the Equipment List; and
- (e) multiple models and brands of equipment may be referred to on the Equipment Data Sheets, but the Authority retains the right to select an alternative Equipment design that had not been mentioned on the Equipment Data Sheets provided.

Accordingly:

- (f) the parties will cooperate to identify no net cost solutions to any proposed changes to the Equipment List or the Equipment Data Sheets;
- (g) Project Co agrees that if updates (including additional Equipment Data Sheets) are required to the Equipment List or the Equipment Data Sheets, including additional

Equipment, as a result of the design development process prior to the 50% Design Submittal, Project Co will not be entitled to a Change;

- (h) if material updates (including additional Equipment Data Sheets) are required to the Equipment List or the Equipment Data Sheets, including additional Equipment, after the 50% Design Submittal, such updates shall be addressed as a Change; and
- (i) if the Authority requests a Change to the Design of the Facilities that impacts the Equipment required and results in a Change to Equipment, the Change to Equipment will also be considered as part of the Change to the Facilities.

6. CLINICAL EQUIPMENT LEAD AND EQUIPMENT COMMITTEE

6.1 Clinical Equipment Lead

Project Co will, at its cost, engage a consultant (the “**Clinical Equipment Lead**”) experienced with the equipment requirements of Canadian healthcare facilities similar to the Facilities and experienced with the specification, procurement, installation and commissioning of equipment similar to the Equipment. The Clinical Equipment Lead will contribute to the development of the Clinical Equipment Logistics Plan. If, for any reason, the Clinical Equipment Lead resigns or is otherwise unavailable, then Project Co will use all reasonable efforts to retain a replacement with similar expertise and experience to the Clinical Equipment Lead, satisfactory to the Authority acting reasonably. Project Co will not replace the Clinical Equipment Lead without the Authority’s consent, acting reasonably.

Project Co will cause the Clinical Equipment Lead to:

- (a) work with the Design team and the Construction team in an integrated project development methodology to ensure seamless dissemination of clinical, technical, and emerging knowledge during the design process;
- (b) participate in the design development process as described in Section 5.3 (Design Process) of Schedule 2 [Design and Construction Protocols], including attending relevant consultations with the User Consultation Groups, and identifying and addressing issues related to Equipment;
- (c) attend Clinical Equipment Committee meetings and provide progress reports on the status of site readiness activities described in Section 9.5 (Site Readiness for Delivery and Receipt) of this Appendix;
- (d) consult regularly with the Authority throughout the Procurement process described in Section 3 (Procurement of and Payment for Category 4 Equipment and Category 5 Equipment) of this Appendix, including as reasonably requested by the Authority;
- (e) as part of the drafting process, review and provide input on any competitive procurement documents required pursuant to Section 3.1(a) (Solicitation of Proposals) of this Appendix;

- (f) when required, represent Project Co's interests during the selection and procurement of all Equipment, including in relation to Design Integration, Infrastructure Preparation, Receiving, and Delivery of Equipment, and will communicate relevant information required to update the Clinical Equipment Logistics Plan as described in Section 7 (Clinical Equipment Logistics Plan) of this Appendix;
- (g) lead with clinically based theory and capabilities;
- (h) coordinate all mechanical, electrical, structure, and architectural needs for Equipment to ensure planning incorporates accurate data;
- (i) ensure that the clinical usage of the Equipment is paramount in the design development process;
- (j) provide input into the Commissioning Plan, Commissioning Schedule and Training Plans in relation to the Equipment; and
- (k) contribute to and review the analysis and recommendations included in each of Project Co's reports to the Authority pursuant to Section 3.4 (Project Co Analysis and Recommendation) of this Appendix.

6.2 Clinical Equipment Committee

The parties will establish a clinical equipment committee (the "**Clinical Equipment Committee**") composed of two (or any other number agreed between the parties) representatives of each party and the Clinical Equipment Lead. The Clinical Equipment Committee will meet regularly during the Construction Period (and not less than bi-weekly) to review the status of, and to provide advice to the parties with respect to, the Equipment.

7. CLINICAL EQUIPMENT LOGISTICS PLAN

7.1 Clinical Equipment Logistics Plan

- (a) The Clinical Equipment Logistics Plan will include the expected dates for Authority supplier selection, purchase order issuance, shop drawing presentation by the supplier, Delivery, Installation, acceptance testing, and Commissioning for all categories of Equipment on the Equipment List.
- (b) The Clinical Equipment Logistics Plan will include:
 - (1) timing for consultation and specification;
 - (2) timing for procurement reasonably associated with the planned dates of subsequent activities;
 - (3) Delivery requirements as described in Section 9.5 (Site Readiness for Delivery and Receipt) and Section 9.6 (Delivery Coordination) of this Appendix, including the Site Readiness Checklist; and

- (4) Installation and Commissioning requirements.
- (c) The preliminary Clinical Equipment Logistics Plan has been developed by the Authority as an example outlining the structure and is included as Attachment 3 to this Appendix. This preliminary Clinical Equipment Logistics Plan is to be adjusted to align with the design development process. The Clinical Equipment Logistics Plan will be the responsibility of Project Co to develop, maintain, and complete, and will be submitted as a submission in accordance with the requirements of Appendix 2C (User Consultation and Review Procedure) together with the Design submittals set out in Section 5.3 of Schedule 2 [Design and Construction Protocols].
- (d) The parties will, each acting reasonably and within 40 Business Days after the Effective Date, collaborate to finalize the Clinical Equipment Logistics Plan.

7.2 Development of Clinical Equipment Logistics Plan

The parties will develop and finalize the Clinical Equipment Logistics Plan in accordance with the following principles:

- (a) in order to take advantage of the most recent technological advances in Equipment, final decisions on the selection of Equipment, together with any associated training or service requirements, will not be made by the Authority until as late as possible into the Construction Period, with Project Co implementing a “just in time delivery” approach to maximize technology gains;
- (b) Project Co will require adequate time to issue competitive procurement documents, receive proposals, clarify aspects of proposals, and prepare written analyses and recommendations for the Authority as contemplated by this Appendix;
- (c) the Authority will require adequate time to perform its procurement responsibilities as contemplated by this Appendix;
- (d) due to the sensitivity of Equipment, Delivery may need to be delayed as late as possible in the Project Schedule;
- (e) the Authority will be provided with adequate time to take advantage of bulk or other purchase opportunities, including carrying out sourcing activities to optimize the benefits of any purchasing leverage available to the Authority and Project Co;
- (f) Project Co will require the Clinical Equipment Logistics Plan to allow adequate time to achieve the matters contemplated by this Appendix without any adverse effect on the Project Schedule and without any adverse effect on Project Co's ability to achieve SFB Expansion Substantial Completion and New Tower Substantial Completion by the Target SFB Expansion Substantial Completion Date and the Target New Tower Substantial Completion Date, respectively;
- (g) Project Co, in accordance with the requirements of this Agreement, will, until the later of the Substantial Completion Date or the date the final Relocated Equipment is relocated,

no less than once per calendar month by the 15th day of each month, in consultation with the Authority, update the Clinical Equipment Logistics Plan so that it is at all times an accurate, reasonable and realistic representation of Project Co's and the Authority's plans for the Equipment;

- (h) the Clinical Equipment Logistics Plan will be part of an integrated install and commissioning schedule that sequences IM/IT systems and infrastructure required for the Equipment to be Installed. Project Co will detail within the Clinical Equipment Logistics Plan all relevant pre-install equipment items, fixed furniture and Relocated Equipment; and
- (i) Equipment deployment strategies will be included in the Clinical Equipment Logistics Plan. This includes the availability of the Staging and Storage space for Category 1 Equipment as detailed in Section 9.9 (Staging and Storage) of this Appendix six months prior to each of the Target SFB Expansion Completion Date and the Target New Tower Substantial Completion Date, as well as Authority access to the Facilities to deploy and Install Category 1 Equipment with fully commissioned power and data drops three months prior to the Target SFB Expansion Completion Date or the Target New Tower Substantial Completion Date, as applicable, as per Section 9.4 (Equipment Delivery, Deployment, and Installation Timing) of this Appendix .

7.3 Updates to Clinical Equipment Logistics Plan

Project Co will:

- (a) provide the Authority with a summary of changes to the previous month's Clinical Equipment Logistics Plan within the first five days of each month;
- (b) immediately provide the Authority with written notice of any changes to the Clinical Equipment Logistics Plan and reasons for such change; and
- (c) only make changes to the Clinical Equipment Logistics Plan, including final selection dates, with direct input from the Authority. The Authority, acting reasonably, must approve all proposed material changes to the Clinical Equipment Logistics Plan before Project Co proceeds with the material changes.

It is anticipated that the Clinical Equipment Logistics Plan will only be amended in response to major design or construction changes and that the details of orders, Delivery, and Installation will be updated monthly in response to external factors. After the purchase orders have been issued, the Delivery date on the Clinical Equipment Logistic Plan at the time of order will be considered final. Where an amended schedule impacts the purchase order Delivery date, the Authority's procurement schedule, review schedule, training schedule, move plan or any other material impact on the Authority, Project Co will be required to absorb any cost incurred due to the schedule change.

8. PROJECT CO/SUPPLIER RELATIONSHIP AGREEMENT

8.1 Relationship Agreement

Project Co will prepare a form of contractual document that will outline the working relationship between Authority selected supplier and Project Co for Category 2 Equipment and Category 4 Equipment (the “**Form of Relationship Agreement**”). The Form of Relationship Agreement will outline the expected behaviour of the supplier when working in cooperation with Project Co to Setup, Install, and Commission Category 2 Equipment and Category 4 Equipment in the Facilities. The initial draft of the Form of Relationship Agreement will be presented by Project Co to the Authority within six months of the Effective Date and will be further developed in cooperation with the Authority. Once the Form of Relationship Agreement has been finalized to the satisfaction of Project Co and the Authority, each acting reasonably, it will be included in the purchase order that will be submitted to the supplier, and Project Co and the supplier will be required to comply with the terms thereof.

9. GENERAL

9.1 Performance of Authority’s Responsibilities

Project Co acknowledges and agrees that any of the Authority’s responsibilities under this Appendix may be performed by a consultant, supplier, or subcontractor engaged by the Authority.

9.2 Risks of Loss

Notwithstanding anything else in this Agreement, Project Co will be responsible for all risks of loss related to all Equipment (including the repair or replacement thereof in the event of theft, damage or destruction, but excluding Relocated Equipment) at all times from Delivery until the SFB Expansion Substantial Completion Date or the New Tower Substantial Completion Date, as applicable. Project Co may not assign such risk to suppliers of such Equipment, unless the terms of such assignment are:

- (a) commercially reasonable; and
- (b) agreed to in writing by the Authority.

Project Co assumes all risk of delays to the Project Schedule caused by late performance of Project Co’s obligations in this Appendix.

9.3 Integration of Equipment with Design of Facilities

Project Co will ensure that all Equipment is integrated in accordance with Good Industry Practice with the overall design of the Facilities and will include such Equipment as part of the design development process described in Section 5.3 (Design Process) of Schedule 2 [Design and Construction Protocols].

9.4 Equipment Delivery, Deployment and Installation Timing

Project Co will:

- (a) as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co’s other obligations under this Appendix, identify to the Authority for

each item of Equipment the date by which such item must be Delivered and Installed so as not to delay the Design, the Construction, SFB Expansion Substantial Completion, New Tower Substantial Completion, or the Authority's use and occupation of the Facilities;

- (b) as required from time to time until the Substantial Completion Date, but no less than once per calendar month, update the information in Section 9.4(a) so that at all times it is an accurate and reasonable representation of Project Co's plans for the completion of the Design and the Construction of the Facilities; and
- (c) for each item of Category 1 Equipment, identify the earliest date when the relevant Facility will be available with fully commissioning power and data drops to the Authority and suppliers and staff to deploy and Install such items, with such date not to be later than three months prior to the Target SFB Expansion Completion Date or the Target New Tower Substantial Completion Date, as applicable. The Authority will require unrestricted access to the Facilities for the purposes of the activities described in this Section, included weekends and after business hours, and Project Co shall not restrict the Authority's access to the Facilities for such purposes.

The parties acknowledge that the Relocated Equipment will be scheduled to align with the operational commissioning timeline and requirements of the Authority, which may include relocation prior to or Substantial Completion.

9.5 Site Readiness for Delivery and Receipt

Project Co will:

- (a) to the Authority's reasonable satisfaction and in accordance with the Clinical Equipment Logistics Plan, for all Equipment, prior to procurement, submit a site logistics protocol outlining its Coordination plan and site readiness assessment, and include a proposed draft checklist to be used for purpose of site readiness (the "**Site Readiness Checklist**"); and
- (b) conduct a site readiness assessment to ensure that the SFB Expansion or the New Tower, as applicable, is ready for the Installation of Equipment, including submitting the completed Site Readiness Checklist to the Authority in advance of Project Co scheduling the Installation of the Equipment.

9.6 Delivery Coordination

- (a) The purchase orders to be provided to the suppliers of Category 1 Equipment, Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment will regulate the Delivery coordination between Project Co and such supplier.
- (b) Project Co will advise the Authority in regards to the Delivery requirements to be included in such purchase orders six months before the first purchase order for the Project is issued, and the Authority will include such reasonable requirements in the relevant

purchase orders where it is responsible for the Purchase of the Equipment, subject to Section 9.7 (Changes to Delivery Requirements) of this Appendix.

9.7 Changes to Delivery Requirements

- (a) It is the responsibility of Project Co to inform the Authority if it has any special Delivery requirements for a specific purchase order beyond the initial Delivery requirements contemplated by Section 9.6(b) (Delivery Coordination).
- (b) If, after a purchase order has been issued to the supplier by the Authority and before the Equipment is Delivered, Project Co requires any changes to Delivery requirements set out in such purchase order, Project Co will inform the Authority in writing of the requested change. The Authority will work with the supplier to determine if the requested change is possible and inform Project Co accordingly. If the supplier cannot revise the Delivery requirements to accommodate Project Co's request, Project Co will be required to Receive the Equipment as initially planned. Any costs associated with the changes to Delivery requirements after a purchase order is issued will be the responsibility of Project Co.

9.8 Receiving Requirements

Project Co will:

- (a) not use the Authority's loading dock or receiving areas on the BH Campus;
- (b) ensure that no Receiving functions impede public or Site vehicular or pedestrian traffic flow;
- (c) sign-off for Deliveries of Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, or Category 5 Equipment on behalf of the Authority;
- (d) inform Authority of any item of Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment which was damaged or Delivered in error prior to Receipt immediately at the time of arrival;
- (e) arrange for return and replacement of any items of Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment that have been damaged or Delivered in error as above;
- (f) inform the Authority of any item of Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment which was backordered within two Business Days of Delivery; and
- (g) provide packing slips to the Authority's representatives on the Equipment Committee for all Category 2 Equipment, Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment within two Business Days of Delivery.

9.9 Staging and Storage

At least six months prior to the Target SFB Expansion Substantial Completion Date, Project Co will provide early access to a fully completed and commissioned room in the SFB Expansion sufficiently sized to accommodate Staging and Storage of Category 1 Equipment to be located in the SFB Expansion procured or provided by the Authority.

At least six months prior to the Target New Tower Substantial Completion Date, Project Co will provide early access to a fully completed and commissioned room in the New Tower sufficiently sized to accommodate Staging and Storage of Category 1 Equipment to be located in the New Tower procured or provided by the Authority.

With respect to such staging and storage spaces, Project Co will:

- (a) provide details of the location and specification for each of the spaces with each of the phases of Design set out in Section 5.3 (Design Process) of Schedule 2 [Design and Construction Protocols] and will work with the Authority to agree on the optimum locations for these spaces within six months of the Effective Date;
- (b) ensure that the space is accessible for the Authority to Deliver Category 1 Equipment within the weekday working hours via a loading dock, and will have convenient external access for such deliveries without utilizing any ramps or stairs;
- (c) provide a secure, dry and clean space to accommodate Staging and Storage of all Category 1 Equipment, with infection control standards in mind as the Category 1 Equipment will be rolled into the relevant Facility from this location;
- (d) ensure that the space is secure and lockable and provide a security alarm system;
- (e) allow Authority representatives to access and work within the space at timelines convenient to the Authority including evenings and weekends;
- (f) ensure that the space is heated or cooled with filtered ventilation as necessary;
- (g) provide and manage appropriate disposal containers easily accessible from the provided loading dock, of sufficient size to accommodate waste generated from the staging and storage area, and empty the containers as required to avoid any backlog of the waste material;
- (h) ensure that the space is cleaned twice a week and the office waste and recycling bins are emptied daily;
- (i) allow such space to be for the exclusive use of the Authority, provide power, data, and cell phone coverage and notify the Authority, in advance, of any power interruptions;
- (j) provide transportation routes (e.g., elevators, clean hallways) and communicate such routes to those moving Category 1 Equipment within the Facilities; and

- (k) ensure that such space will be available to the Authority with all above requirements with no interruption until the start up of clinical operations of each of the Facilities, as applicable.

If at any time during the period for which such staging and storage space is to be made available to the Authority, the Authority is unable to fully utilize such space, Project Co will, at its cost, provide an alternative staging and storage space and incur all costs to relocate the Category 1 Equipment to and from this space once it is to be returned to the final location or the original staging and storage space.

9.10 Commissioning Requirements

Project Co will:

- (a) ensure that supplier specifications for Storage regarding pre- and post-Installation periods are examined and fully documented, with the cost to be borne by Project Co for such maintenance and re-Commissioning if required;
- (b) carry out all Commissioning and activities related thereto in accordance with the provisions of this Agreement; and
- (c) refer to Section 12.3 (Commissioning Plan) of Schedule 2 [Design and Construction Protocols] and Schedule 3 [Design and Construction Specifications] (including Appendix 3H [Commissioning Roles and Requirements] for a full description of requirements for the Commissioning Plan.

9.11 Title

Project Co will:

- (a) cause the procurement arrangements for all Category 4 Equipment and Category 5 Equipment that is to be located in the SFB Expansion to provide for a transfer of title to such Equipment to the Authority immediately upon the later of:
 - (1) the SFB Expansion Substantial Completion Date; and
 - (2) if permitted under this Agreement, the date that the Commissioning for the relevant item of Equipment is completed; and
- (b) cause the procurement arrangements for all Category 4 Equipment and Category 5 Equipment that is to be located in the New Tower to provide for a transfer of title to such Equipment to the Authority immediately upon the later of:
 - (1) the New Tower Substantial Completion Date; and
 - (2) if permitted under this Agreement, the date that the Commissioning for the relevant item of Equipment is completed.

9.12 Manuals and Equipment Documentation

On or before the SFB Expansion Substantial Completion Date and the New Tower Substantial Completion Date, Project Co will transfer and deliver to the Authority all guidance material and manuals relating to the relevant Equipment as produced and provided by the manufacturer or the supplier of such items. Without limiting the foregoing, Project Co will deliver to the Authority:

- (a) packing slips and receiving documents;
- (b) user manuals in their original format (print and electronic version);
- (c) purchase documentation;
- (d) inspection documentation;
- (e) all required certification from the installer that they have followed the start-up and installation guideline;
- (f) acceptance documentation;
- (g) spare parts list and wiring diagram;
- (h) required disposables; and
- (i) any permits, approvals, or licences obtained in connection therewith.

9.13 Training

If requested by the Authority, Project Co will cause the relevant suppliers to provide appropriate and timely training to Authority staff on the proper care, use, maintenance, and repair of all Category 3 Equipment, Category 4 Equipment, and Category 5 Equipment that either Project Co, the Authority, or such supplier Installs in the Facilities. Project Co will ensure that the relevant suppliers provide sufficient training to the Authority's staff in accordance with Good Industry Practice prior to the SFB Expansion Substantial Completion Date or the New Tower Substantial Completion Date, as applicable, to enable the Authority and its staff to properly utilize such Equipment. Where Delivery of specific Equipment to existing program areas is beneficial to assisting Authority staff in being trained in advance of the move-in by the Authority to the relevant Facility, Project Co will coordinate this early Delivery, any training, and the subsequent relocation, if required. Project Co will facilitate any training required for Category 1 Equipment.

9.14 Minimizing Disruptions

Project Co will ensure that its obligations in respect of Equipment as required under this Agreement will be carried out in an effective and efficient so as to:

- (a) minimize to the greatest extent reasonably possible all disruptions of the Intended Uses;
- (b) minimize additional costs to the Authority; and

- (c) be completed prior to the SFB Expansion Substantial Completion Date or New Tower Substantial Completion Date, as applicable, unless such requirement is waived by the Authority.

10. ASSET TAGGING AND ASSET REGISTER

10.1 Asset Tagging

Project Co will comply with the asset tagging obligations set out in Section 7.2 of Schedule 2 [Design and Construction Protocols]

The Relocation Subcontractor will, in consultation with the Authority and Project Co, affix an Authority approved asset identification tag to each piece of Relocated Equipment.

10.2 Asset Register

Project Co will comply with the requirements of Section 7.3 of Schedule 2 [Design and Construction Protocols] in relation to the delivery of an Asset Register.

11. OFFICE MOVES AND MISCELLANEOUS WALL-MOUNTED ITEMS

11.1 Office Moves

If requested by the Authority, Project Co will coordinate moving services to the Authority for purposes of moving office contents from other facilities on the BH Campus to the SFB Expansion or the New Tower, as applicable. The services will be performed and completed within 30 days after each of the SFB Expansion Substantial Completion Date and the New Tower Substantial Completion Date, respectively, or such later date as directed by the Authority.

Payment for the moving services will be made from the Equipment Cash Allowance in accordance with Section 11.3 (Payment for Moving Services) of this Appendix.

If applicable, the Authority may require any Sub-Contractor who carries out moving services to execute the Authority's Privacy Protection Schedule or other similar documentation to ensure the protection and privacy of personal and confidential information.

11.2 Miscellaneous Wall-Mounted Items

Project Co and the Authority will each designate a representative to conduct a walk-through of the other facilities on the BH Campus for the purpose of identifying and designating miscellaneous wall-mounted items (not constituting Relocated Equipment) to be relocated.

Project Co will at its cost be responsible for:

- (a) managing a Sub-Contractor to detach or otherwise remove the designated items from the other facilities at the BH Campus, repair any damage caused thereby, and move such items to the Facilities, as appropriate;
- (b) the Coordination, Receipt, Setup, and Storage, of the designated items; and

- (c) managing a Sub-Contractor to Install the designated items within 30 days after the SFB Expansion Substantial Completion Date and the New Tower Substantial Completion Date, as applicable, or such later date as directed by the Authority.

Payment for the Sub-Contractor will be made from the Equipment Cash Allowance in accordance with Section 11.3 (Payment for Moving Services) of this Appendix.

11.3 Payment for Moving Services

- (a) If the Authority wishes Project Co to arrange for services pursuant to this Section 11 (Office Moves and Miscellaneous Wall-Mounted Items), it will provide Project Co with information as to the scope of the services that will be required. Within ten Business Days of receiving this information, Project Co will provide the Authority with a fixed price quote from a Sub-Contractor for the carrying out of such services (the “Quote”).
- (b) The Authority will within ten Business Days of receipt of a Quote advise Project Co in writing whether or not it wishes Project Co to engage the Sub-Contractor for all or part of the relevant services.
- (c) If the Authority advises Project Co that it wishes Project Co to engage the Sub-Contractor for all or part of the relevant services, Project Co will engage the Sub-Contractor and arrange for the relevant services to be carried out.
- (d) On completion of the relevant services, Project Co will provide a Request for Payment Approval consistent with Section 3.10 (Request for Payment Approval) of this Appendix. The Request for Payment Approval shall reflect the Quote provided pursuant to Section 11.3(a) of this Appendix.
- (e) The Authority will, acting reasonably and within seven Business Days of receipt of a Request for Payment Approval, advise Project Co in writing whether or not payment of the invoices set out in such Request for Payment Approval is approved.
- (f) If the Authority rejects any invoice set out in a Request for Payment Approval, the Authority will provide full details as to the reason for not approving such payment. Project Co will resubmit a Request for Payment Approval to the Authority containing such information as the Authority reasonably requests within seven days of receiving notice of such rejection.
- (g) Project Co will, within seven days of receipt of the Authority's approval of the payment of an invoice set out in a Request for Payment Approval pursuant to Section 11.3(e) of this Appendix, make payment to the relevant Sub-Contractor as set out in such approved invoice in such Request for Payment Approval from the Equipment Cash Allowance Account.

ATTACHMENT 1
EQUIPMENT LIST

Please see attached.

ATTACHMENT 2
EQUIPMENT DATA SHEETS

Please see attached.

ATTACHMENT 3

CLINICAL EQUIPMENT LOGISTICS PLAN

Please see attached.

ATTACHMENT 4

NOT USED

ATTACHMENT 5

EQUIPMENT COMMISSIONING

1. Scope

- a) Provide Commissioning of Equipment provided within the Agreement.
- b) Installation, testing, preparation of O&M manuals and operator training are as outlined in the main body of Appendix 2E [Clinical Equipment and Furniture].

2. Related work

- a) Commission Equipment in conjunction with the following as applicable:
 - 1) Schedule 2 [Design and Construction Protocols] and Schedule 3 [Design and Construction Specifications] (including Appendix 3H [Commissioning Roles and Requirements] and other relevant provisions of this Agreement for general requirements for commissioning including definitions, commissioning team membership, Authority's responsibilities, Project Co's responsibilities, and Commissioning Authority's responsibilities.
 - 2) Appendix 2E "Clinical Equipment and Furniture"

3. Work Included

- a) Commissioning work includes:
 - 1) Testing.
 - 2) Third party certification, where required for Categories 3, 4 and 5.
 - 3) Development and finalization of the Commissioning Plan.
 - 4) Providing qualified personnel for participation in implementing commissioning test procedures.
 - 5) Providing equipment, materials, and labor as necessary to correct construction and/or equipment deficiencies found during the commissioning process.
 - 6) Providing operation and maintenance manuals, and as-built drawings to the Commissioning Authority for verification.
 - 7) Providing training and demonstrations as required in this Appendix, including development of Training Plans as defined in Section 5.4 (Commissioning) of Schedule 3 [Design and Construction Specifications] to this Agreement.
- b) Conduct complete and thorough evaluation of the operation and performance of all components, systems, and sub-systems, including the following equipment and systems:
 - 1) Category 3 Equipment
 - 2) Category 4 Equipment
 - 3) Category 5 Equipment
- c) In accordance with Section 4 of this Attachment, compile and organize all documentation related to the above Equipment and systems into all relevant reports, including any acceptance testing reports, any Commissioning reports, and any reports required after the SFB Expansion Substantial Completion Date or the New Tower Substantial Completion Date, required under this Agreement.
- d) Commission Equipment which has been pre-tendered, pre-purchased, or pre-ordered by the Authority or its agent, and the value of which has been assigned to Project Co or a Subcontractor and is included in the value of the Facilities or which has been purchased by the Authority or Project Co on behalf of the Authority.
- e) Complete and submit the following commissioning documentation to the Commissioning Authority for review and acceptance:
 - 1) Recording completed installation verification and performance validation test results,

- 2) Completed testing procedures.
 - 3) As-built records of equipment.
 - 4) Operation and maintenance manuals
- f) The final commissioning report will be prepared by the person who carries out the Commissioning (the “**Commissioning Provider**”) and submitted to the Commissioning Authority for review and acceptance and inclusion in the final Commissioning Report compiled by the Commissioning Authority.

4. Roles and Responsibilities

a) Category 3 Equipment

Organized by:	Project Co
Test sheets provided by:	Commissioning Provider
Testing conducted by:	FMO, Subcontractor or other Commissioning Provider
Testing recorded by:	FMO, Subcontractor or other Commissioning Provider
Tests witnessed by:	Subcontractor or other Commissioning Provider Authority Representatives (as requested)
Reports collected and reviewed for completion by:	Commissioning Provider
Reports accepted by:	Commissioning Authority

b) Category 4 Equipment

Organized by:	Project Co
Test sheets provided by:	Equipment Vendor
Testing conducted by:	Equipment Vendor Authority Representatives (as requested)
Testing recorded by:	Equipment Vendor
Tests witnessed by:	Commissioning Provider (sampling) Authority Representatives (as requested)
Reports collected and reviewed for completion by:	Commissioning Provider
Reports accepted by:	Commissioning Authority

c) Category 5 Equipment

Organized by:	Project Co
Test sheets provided by:	Commissioning Provider
Testing conducted by:	Subcontractor or other Commissioning Provider

	or FMO
Testing recorded by:	Subcontractor or other Commissioning Provider or FMO
Tests witnessed by:	Subcontractor or other Commissioning Provider Authority Representatives (as requested)
Reports collected and reviewed for completion by:	Commissioning Provider
Reports accepted by:	Commissioning Authority