

SAMPLE SERVICES

SCHEDULE 2 [SERVICES]

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SCHEDULE 2 SERVICES

[NTD: Components of Schedule 2 are to be updated following consultation with Proponents during the RFP period based on the Proponents Proposals and negotiations between the Authority and the Proponents.]

1. DEFINITIONS AND INTERPRETATION

In this Schedule, in addition to the definitions set out in Schedule 1 of the Agreement:

- (a) **"Annual Meeting"** has the meaning set out in Section 4.3 of this Schedule;
- (b) **"Annual Submission of Plans and Policies"** has the meaning set out in Section 7.2 of this Schedule;
- (c) **"Apprentice and Certified Tradespeople Services (Indigenous Peoples)"** has the meaning set out in Section 2.5 of this Schedule;
- (d) **"Apprentice and Certified Tradespeople Services (Total)"** has the meaning set out in Section 2.4 of this Schedule;
- (e) **"Contract Year"** means each calendar year beginning on the **[insert Contract execution date]** of each year;
- (f) **"EIDA Advisory Committee"** has the meaning set out in Section 3 of this Schedule;
- (g) **"EIDA Activity Plan"** has the meaning set out in Section 9.1 **Error! Reference source not found.** of this Schedule;
- (h) **"EIDA Service Plan"** has the meaning set out in Section 9 of this Schedule;
- (i) **"Employment Representation Services (Indigenous Peoples)"** has the meaning set out in Section 2.3 of this Schedule;
- (j) **"Employment Representation Services (Underrepresented Groups)"** has the meaning set out in Section 2.2 of this Schedule;
- (k) **"Indigenous"** means the First Nations, Métis, and Inuit people of Canada;
- (l) **"Indigenous Businesses"** means a business that is identified as Indigenous by **[●]**;
- (m) **"Indigenous Business Services"** has the meaning set out in Section 2.6 of this Schedule;
- (n) **"Indigenous Peoples"** means an individual that self-identifies as a member of the First Nation, Métis, and/or Inuit people of Canada;
- (o) **"Initial Kick-off Meeting"** has the meaning set out in Section 4.1 of this Schedule;
- (p) **"ITA"** means the Industry Training Authority;
- (q) **"Monthly Meetings"** has the meaning set out in Section 4.2 of this Schedule.

- (r) “**Monthly Performance Report**” has the meaning set out in Section 7.1 of this Schedule;
- (s) “[●]” means the [●] project.
- (t) “**Plans**” means the EIDA Service Plan which includes the EIDA Activity Plan, and the Indigenous Business Opportunities Plan;
- (u) “**Respectful Workplace Surveys**” has the meaning set out in Section 10.1 of this Schedule;
- (v) “[●] **Training**” means training pursuant to [●];
- (w) “**Services**” has the meaning set out in Section 5 of this Schedule; and
- (x) “**Underrepresented Group**” means individuals that self-identify as being one or more of the following: women, persons with disabilities, visible minorities, LGBTQ2S+ (Lesbian, Gay, Bisexual, Transgender, Queer, Two Spirit and additional sexual orientations and gender identities) and youth ages 16 to 24.

2. SERVICES

2.1 Collaboration

The Design-Builder will work collaboratively with the Authority to meet the Authority's objectives.

2.2 Employment Representation Services (Underrepresented Groups)

The Design-Builder will perform the services described in Appendix 2A (the “**Employment Representation Services (Underrepresented Groups)**”).

2.3 Employment Representation Services (Indigenous Peoples)

The Design-Builder will perform the services described in Appendix 2B (the “**Employment Representation Services (Indigenous Peoples)**”).

2.4 Apprentice and Certified Tradespeople Services (Total)

The Design-Builder will perform the services described in Appendix 2C (the “**Apprentice and Certified Tradespeople Services (Total)**”).

2.5 Apprentice and Certified Tradespeople Services (Indigenous Peoples)

The Design-Builder will perform the services described in Appendix 2D (the “**Indigenous Apprentice and Certified Tradespeople Services (Indigenous Peoples)**”).

2.6 Indigenous Business Services

The Design-Builder will perform the services described in Appendix 2E (the “**Indigenous Business Services**”).

3. EIDA ADVISORY COMMITTEE

[NTD: To be updated prior to contract execution according to approved [●] Governance Plan.]

The EIDA Advisory Committee is a joint advisory body that will report to the Authority on matters relating to this Agreement. The EIDA Advisory Committee will be involved in monitoring the Design-Builder's implementation of the Services described in Schedule 2, and provide recommendations to the Authority regarding changes to this Agreement.

Membership will include representatives from the Authority, Indigenous representation from the [●], and one representative from each of the Industry Training Authority, BC Construction Association, and Infrastructure BC.

The Authority will retain the right to adjust membership of the EIDA Advisory Committee throughout the Term.

Key Responsibilities of the EIDA Advisory Committee include:

- (a) Attend every second Monthly Meeting as described in Section 4.2;
- (b) Advising the Authority on the progress, successes, and challenges of the [●] (“[●]”) project in meeting the goals of this Agreement;
- (c) Reviewing the Design-Builder's Monthly Performance Report relative to the Thresholds in the context of current market considerations and provides recommendations to the Authority regarding changes to this Agreement. Recommended changes will not exceed the overall allocation of funding for this Agreement. Such changes could include but are not limited to the following:
 - (1) Adjustments to Thresholds (either up or down);
 - (2) Adjustments to calibration of Performance Payments;
 - (3) Review the proportion of Base Payment to Performance Payment against results being achieved and recommend an adjustment to this proportion on an annual basis; and
 - (4) Recommend relief for the Design-Builder from a Base Payment Adjustment;
- (d) Review the Design-Builder's Annual Submission of Plans and Policies which includes the EIDA Service Plan, EIDA Activity Plan and Indigenous Business Opportunities Plan (“Plans”), and provide suggestions to the Design-Builder on ways to improve the Plans to meet and/or exceed the Thresholds;
- (e) Ultimate decision making with regard to the recommended changes provided by the EIDA Advisory Committee rests with the Authority.

4. REQUIRED MEETINGS BETWEEN DESIGN-BUILDER AND AUTHORITY

4.1 Initial Kick-off Meeting

Within 30 days of the Effective Date, the Design-Builder will organize a meeting with the EIDA Advisory Committee (the "**Initial Kick-Off Meeting**"). The purpose of the Initial Kick-Off Meeting is to provide the EIDA Advisory Committee with an opportunity to review the Design-Builder's Plans and provide initial feedback to the Design-Builder on those Plans. The EIDA Advisory Committee will not suggest changes to Thresholds at this meeting.

4.2 Monthly Meetings

Within 15 days of the end of the previous calendar month, during the Term of the Agreement, the Design-Builder will organize a meeting with the Authority ("**Monthly Meetings**"). During Monthly Meetings the participants will review the Design-Builder's Monthly Performance Report and discuss the contents of the Base Payment request and performance of the Design-Builder for that month relative to the Thresholds.

The EIDA Advisory Committee will attend every second Monthly Meeting with the Design-Builder. Meetings with the EIDA Advisory Committee will be an opportunity for the Design Builder to raise any issues or challenges they are encountering related to the achievement of the Thresholds. The EIDA Advisory Committee will provide feedback to the Design-Builder related to the achievement of the Thresholds throughout implementation of this Agreement.

Attendance of the EIDA Coordinator as a representative of the Design-Builder at the Monthly Meetings is mandatory.

4.3 Annual Meeting

Within 30 days of the end of the previous calendar year, during the Term of the Agreement, the Design-Builder will organize a meeting with the EIDA Advisory Committee, and the Authority, (the "**Annual Meeting**"). During the Annual Meeting the participants will review the Design-Builder's Annual Submission of Plans and Policies for the upcoming Contract Year.

5. SERVICE REQUIREMENTS

5.1 Service Requirements

- (a) The Design-Builder will perform the Services in compliance with this Schedule and all other requirements of this Agreement. The Design-Builder is responsible for the costs of meeting all such requirements for the Services except where any costs are clearly identified as being Authority costs.
- (b) The Design-Builder will continuously perform the Services throughout the Term and is responsible for such Services.
- (c) Without limiting the requirements of the Agreement, including the other provisions of this Schedule, the Design-Builder will:
 - (1) provide high quality, efficient, innovative and flexible Services at all times;

- (2) provide a sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of the Design-Builder and Subcontractors) with the skills necessary to perform the Services;
- (3) meet all requirements of applicable Law; and
- (4) exercise competent supervision of the Services at all times.

5.2 EIDA Coordinator Duties

The EIDA Coordinator's duties will be to:

- (a) Represent the Design-Builder as set out in Section 4 of this Agreement;
- (b) Establish and maintain relationships with the [●] for the purpose of engaging in contract opportunities on the [●] project;
- (c) Establish and maintain relationships with the Industry Training Authority (“ITA”) and trade schools for the purpose of increasing apprentices and certified tradespeople on the [●] project;
- (d) Attend the Initial Kick-off Meeting, Monthly Meetings and Annual Meetings;
- (e) Present the Monthly Performance Report to the Authority and EIDA Advisory Committee during the Monthly Meetings; and
- (f) Present the Annual Submission of Plans and Policies to the Authority and EIDA Advisory Committee during the Annual Meeting;
- (g) **[NTD: Insert additional duties according to the Proposals from the Proponents].**

5.3 Management and Administration

The Design-Builder will:

- (a) provide on request and within 24 hours information that is reasonably required for contribution to the Authority's internal and external public relations relating to the Services; and
- (b) in connection with the provision of the Services, the Design-Builder will liaise with external advisors and governmental authorities in respect of the Services, as reasonably required by the Authority.

6. CONDITIONS OF PAYMENT

- (a) The Design-Builder is required to complete the following conditions in order to receive the Base Payment and Performance Payment:
 - (1) Attendance at Initial Kick-off Meeting, Monthly Meetings and Annual Meetings;
 - (2) Complete and submit the Monthly Performance Report for the applicable month to the Authority 7 days in advance of the Monthly Meeting; and

- (3) Complete and submit the Annual Submission of Plans and Policies for the upcoming Contract Year 7 days in advance of the Annual Meeting;
- (4) **[NTD: Insert additional conditions of payment according to the Proposals from the Proponents.]**

7. DESIGN-BUILDER REPORTING REQUIREMENTS

7.1 Monthly Performance Report

Every calendar month, during the Term of the Agreement, the Design-Builder will provide a monthly report to the Authority (the "**Monthly Performance Report**") to substantiate Base Payments requested during the applicable month.

The Monthly Performance Report will:

- (a) Be submitted to the Authority 7 days in advance of the Monthly Meeting;
- (b) Include a summary of the Services performed by the Design-Builder during the applicable period and provide:
 - (1) an aggregate of the performance metrics (labour hours) for the Design-Builder and all Subcontractors relevant to Appendix 2A, Appendix 2B, Appendix 2C and Appendix 2D substantially in the format of the template indicated in Appendix 3;
 - (2) a summary of performance metrics (dollar value of contracts with Indigenous Businesses) from the Design-Builder relevant to Appendix 2E substantially in the format of the template indicated in Appendix 3;
 - (3) the Workplace Survey Results available for the month provided by the third-party Survey Firm;
 - (4) a summary of the number of personnel who received [●] training.
- (c) Include a summary of the Design-Builder's activities relevant to:
 - (1) any marketing and outreach activities undertaken by the Design-Builder in furtherance of the Services;
 - (2) any partnerships the Design-Builder has established or is pursuing with supporting organizations in furtherance of the Services;
 - (3) any training programs the Design-Builder or its personnel have attended in furtherance of the Services; and
 - (4) a summary of personnel hired by the Design-Builder to administer and implement this Agreement.
- (d) Include the allocation of Base Payment and Performance Payment to the Design-Builder and the Design-Builder's Subcontractors;

- (e) Include a monthly invoice requesting payment for the Services performed and provide written support and documentation of the Design-Builder's costs incurred. The invoice will provide a breakdown of:

(1) **6[NTD: Insert additional conditions of payment for inclusion in the invoice according to the Proposals from the Proponents.]**

7.2 Annual Submission of Plans and Policies

Every calendar year, during the Term of the Agreement, the Design-Builder will provide their plans and policies for the upcoming year to the Authority (the "**Annual Submission of Plans and Policies**").

The Annual Submission of Plans and Policies will:

- (a) Be submitted to the Authority 7 days in advance of the Annual Meeting; and
- (b) Include the Design-Builder's EIDA Service Plan, EIDA Activity Plan, and Indigenous Business Opportunities Plan for the upcoming Contract Year in accordance with Section 9.3.

8. HUMAN RESOURCES

- (a) The Design-Builder will develop and implement appropriate operational policies, procedures and practices, subject to review by the Authority, relative to human resources matters, including recruitment and orientation training and ongoing operations, which will include:

- (1) fostering and maintaining a respectful workplace through the use of the Builder's Code or other similar program.
- (2) job role descriptions, tasks and responsibilities;
- (3) interaction with lines of communication between the Design-Builder and the Authority;
- (4) acknowledgement of applicable Law;
- (5) confidentiality;
- (6) occupational health and safety responsibilities, and due diligence; and

- (b) The Design-Builder will ensure that all their personnel, including managers, are knowledgeable regarding all of the requirements of this Section 8.

8.1 Training and Ongoing Knowledge and Skills Development

- (a) The Design-Builder will ensure that all personnel are at all times properly and adequately notified, trained, instructed and hold required certifications, in compliance with relevant applicable Law, including with regard to:

- (1) the task to be performed;

- (2) the provisions of the Agreement, including the Plans then in effect that are relevant to the duties to be performed;
- (3) the job description, and training plans for all job functions related to that description;
- (4) professional development plan and associated training plan for each employee;
- (5) all relevant health and safety hazards, rules, policies and procedures established by the Design-Builder concerning health and safety at work, as required in accordance with applicable Law; and
- (6) use of personal protective equipment.

8.2 Occupational Health & Safety/Risk Management

Prior to permitting any person to perform Services, the Design-Builder will comply and require compliance with all requirements of the Workers Compensation Act, including with respect to registration and payment of all amounts to WorkSafe BC, and will semi-annually or more frequently as required by the Authority, demonstrate compliance by all such Persons, including by providing clearance letters from WorkSafe BC.

9. EIDA SERVICE PLAN

The Design-Builder will establish and implement an annual service plan (the "**EIDA Service Plan**") for the delivery of the Services in accordance with the terms of this Agreement which will include:

- (a) a detailed organizational and staffing plan and staffing schedule for all employees of the Design-Builder and Subcontractors for the delivery of Services under this Agreement, which includes:
 - (1) provision of:
 - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees with the skills necessary to perform the Services; and
 - (B) sufficient and appropriately qualified, licensed, trained, experienced and competent Subcontractors with the skills necessary to perform the Services, for those Services for which specialty labour is required;
 - (2) policies and procedures with respect to:
 - (A) occupational health and workplace safety;
 - (B) confidentiality and privacy policies in compliance with this Agreement and Schedule 5 [Privacy Protection Schedule]; and
 - (C) appropriate orientation and job training;
- (b) a schedule of training and re-training that will be provided in the ensuing year.

- (c) the EIDA Service Plan will include the EIDA Activity Plan and Indigenous Business Opportunities Plan.

9.1 EIDA Activity Plan

The Design-Builder will establish and implement throughout the Term an EIDA activity plan (the "**EIDA Activity Plan**") which:

- (a) will outline the Design-Builder's approach to achieving the objectives outlined in Appendix 2A, Appendix 2B, Appendix 2C and Appendix 2D;
- (b) will include a self-identification form for employees to complete as part of the hiring process and mechanism to notify individuals of the purpose for collecting this information;
- (c) be reviewed by the EIDA Advisory Committee who will provide recommendations on improvements to the Plans to the Design-Builder; and
- (d) be submitted annually to the Authority.

9.2 Indigenous Business Opportunities Plan

The Design-Builder will establish and implement throughout the Term an Indigenous business opportunities plan (the "**Indigenous Business Opportunities Plan**") which:

- (a) will outline the Design-Builder's approach to achieving the objectives outlined in Appendix 2E;
- (b) be reviewed by the EIDA Advisory Committee who will provide recommendations on improvements to the Plans to the Design-Builder; and
- (c) be submitted annually to the Authority.

9.3 Submission of Plans to the Authority

- (a) The first EIDA Service Plan will be submitted to the Authority 15 days after the Effective Date of this Agreement;
- (b) With respect to each Contract Year, the Design-Builder will submit to the Authority the EIDA Service Plan 7 days in advance of the Annual Meeting for the upcoming Contract Year.
- (c) The Authority will review the Plans and may, but will not be obliged to, provide comments to the Design-Builder within 35 days of receipt (unless a shorter period is otherwise specified). The Design-Builder will have due regard for any comments which the Authority may have in relation to any of such Plans and will attend such meetings as the Authority may reasonably require in order to discuss the Authority's comments and proposals provided that:
 - (1) no comments or lack of comments will impose any liability on the Authority or in any way relieve the Design-Builder of its obligations under this Agreement; and
 - (2) the Design-Builder will revise Plans as necessary until the Design-Builder receives the Authority's approval for the Plans.

10. RESPECTFUL WORKPLACE SURVEYS

10.1 Survey

- (a) The Authority will procure a third-party survey firm to develop, implement, and manage a survey focused on respect in the workplace (“**Respectful Workplace Survey**”).
- (b) The survey questionnaire will be developed in conjunction with the Authority and the third-party survey firm.
- (c) The third-party survey firm will be compensated directly by the Authority for their work.
- (d) The Design-Builder will make best efforts to ensure that its employees are completing the survey throughout construction of the [●] project. The results of the Respectful Workplace Survey will be incorporated in the Design-Builder’s Monthly Performance Report.
- (e) Respectful Workplace Surveys will be conducted on an anonymous basis.
- (f) The survey applies to all workers on the construction site.
- (g) Survey frequency is required to be on an ongoing basis. **[NTD: To discuss survey frequency with the third-party survey firm and Design-Builder.]**
- (h) The survey results will be assessed by the Authority against the Threshold to determine the Base Payment Adjustment, and Performance Payment paid to the Design-Builder in accordance with Schedule 1.
- (i) Surveys will begin to be conducted no later than 3 months after the start of on-site construction activities.

APPENDIX 2A

[INCREASING REPRESENTATION IN CONSTRUCTION– UNDERREPRESENTED GROUPS]

[NTD: Components of Appendix 2A are to be completed by Proponents during the RFP period in consultation with the Authority.]

1. SERVICES

1.1 Scope of Service

- (a) The Design-Builder will be responsible for submitting the EIDA Activity Plan in accordance with Section 9.3 to the Authority that indicates how the Design-Builder will meet the service requirements in Appendix 2A. This will include the Design-Builder's approach to achieving the Employment Representation Services (Underrepresented Groups) labour objective.
- (b) The Design-Builder will at all times during the Construction Period provide or coordinate the following Services with regards to increasing representation of Underrepresented Groups in construction:
 - (1) Hiring on-site workers that self-identify as being an individual covered by the Underrepresented Groups definition; and
 - (2) Hiring individuals for off-site work that has an on-site component (e.g. prefabrication work) that self-identify as being an individual covered by the Underrepresented Groups definition.
 - (3) **[NTD: Additional services to be included during the RFP period.]**

APPENDIX 2B

[INCREASING REPRESENTATION IN CONSTRUCTION– INDIGENOUS PEOPLES]

[NTD: Components of Appendix 2B are to be completed by Proponents during the RFP period in consultation with the Authority.]

1. SERVICES

1.1 Scope of Service

- (a) The Design-Builder will be responsible for submitting the EIDA Activity Plan in accordance with Section 9.3 to the Authority that indicates how the Design-Builder will meet the service requirements in Appendix 2B. This will include the Design-Builder's approach to achieving the Employment Representation Services (Indigenous Peoples) labour objective.
- (b) The Design-Builder will at all times during the Construction Period provide or coordinate the following Services with regards to increasing representation of Indigenous Peoples in construction:
 - (1) Hiring on-site workers that self-identify as Indigenous; and
 - (2) Hiring off-site workers that self-identify as Indigenous for work that has an on-site component (e.g. prefabrication work).
 - (3) **[NTD: Additional services to be included during the RFP period.]**

APPENDIX 2C

[INCREASING NUMBER OF CREDENTIALLED TRADESPEOPLE – PERCENTAGE OF APPRENTICES AND CERTIFIED TRADESPEOPLE IN TOTAL WORKFORCE]

[NTD: Components of Appendix 2C are to be completed by Proponents during the RFP period in consultation with the Authority.]

1. SERVICES

1.1 Scope of Service

- (a) The Design-Builder will be responsible for submitting the EIDA Activity Plan in accordance with Section 9.3 to the Authority that indicates how the Design-Builder will meet the service requirements in Appendix 2C. This will include the Design-Builder's approach to achieving the Apprentice and Certified Tradespeople Services (Total) labour objective.
- (b) The Design-Builder will at all times during the Construction Period provide or coordinate the following Services with regards to increasing the percentage of apprentices and certified tradespeople in construction:
 - (1) Hiring apprentices and certified tradespeople for on-site work; and
 - (2) Hiring apprentices and certified tradespeople for off-site work that has an on-site component (e.g. prefabrication work).
 - (3) **[NTD: Additional services to be included during the RFP period.]**

APPENDIX 2D

[INCREASING NUMBER OF CREDENTIALLED TRADESPEOPLE – INCREASING PERCENTAGE OF APPRENTICES AND CERTIFIED TRADESPEOPLE THAT SELF IDENTIFY AS INDIGENOUS]

[NTD: Components of Appendix 2D are to be completed by Proponents during the RFP period in consultation with the Authority.]

1. SERVICES

1.1 Scope of Service

- (a) The Design-Builder will be responsible for submitting the EIDA Activity Plan in accordance with Section 9.3 to the Authority that indicates how the Design-Builder will meet the service requirements in Appendix 2D. This will include the Design-Builder's approach to achieving the Apprentice and Certified Tradespeople Services (Indigenous Peoples) labour objective.
- (b) The Design-Builder will at all times during the Construction Period provide or coordinate the following Services with regards to increasing representation of Indigenous Apprentices and Certified Tradespeople in construction:
 - (1) Hiring apprentices and certified tradespeople that self-identify as Indigenous for on-site work; and
 - (2) Hiring apprentices and certified tradespeople that self-identify as Indigenous for off-site work that has an on-site component (e.g. prefabrication work).
 - (3) **[NTD: Additional services to be included during the RFP period.]**

APPENDIX 2E
[OPPORTUNITIES WITH INDIGENOUS BUSINESSES]

[NTD: Components of Appendix 2E are to be completed by Proponents during the RFP period in consultation with the Authority.]

1. SERVICES

1.1 Scope of Service

- (a) The Design-Builder will be responsible for submitting the Indigenous Business Opportunities Plan in accordance with Section 9.3 to the Authority that indicates how the Design-Builder will meet the service requirements in Appendix 2E. This will include the Design-Builder's approach to achieving the Indigenous Business Services objective.
- (b) The Design-Builder will at all times during the Construction Period provide or coordinate the following Services with regards to increasing the opportunities for Indigenous Businesses in construction:
 - (1) Engagement and outreach with Indigenous Businesses;
 - (2) Hiring or partnering with Indigenous Businesses to carry out activities associated with construction.; and
 - (3) **[NTD: Additional services to be included during the RFP period.]**

APPENDIX 3
[PERFORMANCE METRICS REPORTING TEMPLATE]

[NTD: To be provided during the RFP period](1)7.1(b)(1)