

SCHEDULE 2

REVIEW PROCEDURE

1. SUBMITTAL SCHEDULE

- 1.1 The parties agree that the preliminary schedule for Submittals (the "Submittal Schedule") is included in the Proposal Extracts and will conform to the requirements identified in Section 17 of the Design-Build Agreement. The Submittal Schedule may be amended by agreement of the parties in accordance with the terms of this Section 1. Any amendment to the Submittal Schedule will provide for a progressive and orderly flow of Submittals from the Design-Builder to the Owner as appropriate to allow sufficient time for review of each Submittal by the Owner, taking into account both the resources necessary to be available to the Owner to conduct such review and any user group consultations.
- 1.2 Unless a longer period is required by this Agreement or is otherwise reasonably required by the Owner, the Submittal Schedule will allow a minimum of:
- (a) 15 Business Days for the Owner's review of Submittals submitted in relation to the Design pursuant to this Schedule, or
 - (b) 10 Business Days for the Owner's review of other Submittals,
- from the date of receipt for review of and response to each Submittal, provided that if the Design-Builder has made major changes to the grouping and volume of Submittals, such period of time will be adjusted, acting reasonably, taking into account the factors set forth in this Section 1.
- 1.3 The Design-Builder will in scheduling Submittals and in the performance of the Design and the Construction, allow adequate time prior to performing the Design and the Construction that are the subject of the Submittals, for review of the Submittals and for the Design-Builder to make changes to the Submittals, the Design and the Construction that may be required if comments are received on the Submittals.
- 1.4 If the Submittal Schedule indicates that a large number of Submittals will be made at one time, the Owner may request a longer period for review or a staggering of the Submittals, and the Design-Builder will revise the Submittal Schedule accordingly, taking into account both the availability of resources required by the Owner to conduct such review and whether delay in the review of the subject matter of the Submittal will have a material impact on the Design-Builder's ability to progress future anticipated Submittals and the Design or Construction in accordance with the Time Schedule.
- 1.5 The Design-Builder will submit the Submittal Schedule, including amendments prior to the start of Construction and, subsequently, to the Owner on a monthly basis until Substantial Completion is achieved.
- 1.6 All amended Submittal Schedules will be required to meet all the requirements of this Section 1.
- 1.7 The Design-Builder will submit all Submittals to the Owner in accordance with the current amended Submittal Schedule.
- 1.8 The Design-Builder will bear the risk of delays and additional costs caused as a result of the late submission of Submittals to the Owner, by Submittals which are rejected and required to be re-submitted in accordance with the terms of this Schedule 2 – Review Procedure, or by changes in

the Design and Construction required as a result of comments made pursuant to this Schedule 2 – Review Procedure.

2. GENERAL REQUIREMENTS FOR SUBMITTALS

2.1 The Design-Builder will:

- (a) submit to the Owner for review in accordance with this Schedule the minimum Submittals set out in Appendix 2A – Submittals to this Schedule; and
- (b) prepare Submittals in accordance with the minimum requirements related to the form, standards and content of Submittals set out in Appendix 2A – Submittals.

2.2 Unless otherwise specified by this Agreement or by the Owner, the Design-Builder will issue an electronic copy of each Submittal in .pdf format or other format agreed by the parties acting reasonably. Unless otherwise required by this Agreement or by applicable Law to be signed or sealed at the time the Submittal is first provided to the Owner, upon assignment of the comment “REVIEWED” by the Owner to each Submittal, the Design-Builder will issue a paper copy (or an electronically sealed copy if agreed by the Owner) of the Submittal that has been sealed by the Design-Builder’s Consultant as required by Section 2.5 below.

2.3 The Design-Builder will compile and maintain a Submittal log that includes the date, contents and status of the submission of all Submittals, including the date of receipt and content of all returned Submittals and comments thereon.

2.4 All Submittals will be in English.

2.5 All Submittals, and all amended versions of Submittals, required by this Agreement or by applicable Law to be signed or sealed by persons with professional designations (including where applicable by registered professional architects or engineers) will be so signed and, where applicable, sealed, and will include confirmation by such person or persons that the Work proposed by the Submittal meets the requirements of the Agreement, including the Statement of Requirements.

2.6 All Submittals will include all documents to be reviewed and will clearly identify the purpose of the Submittal, the Design-Builder’s proposed course of action relating to the Submittal and the Design and the Construction that are the subject of the Submittal.

2.7 All Submittals will refer to the relevant provisions of Schedule 1 – Statement of Requirements and to any matter that has previously been subject to review. All Submittals will:

- (a) be clearly identified as a Submittal and will be delivered with appropriate covering documentation, which will include a list of all attached Submittals and for each Submittal the document number(s) or drawing number(s);
- (b) include revision numbers (if applicable);
- (c) include document or drawing title(s);
- (d) include name of entity that prepared the Submittal; and
- (e) include details of the Submittal log showing date and delivery information and/or log number of all previous submissions of that Submittal; identification of any previous

Submittal superseded by the current Submittal, and a description of the portions of the Submittal that are the subject of review.

3. COMMENTS

- 3.1 The Owner will review and respond to each Submittal in accordance with the applicable time periods for the Submittal.
- 3.2 The Owner will return Submittals to the Design-Builder and assign one of the following 3 comments:
- (a) "REVIEWED";
 - (b) "CORRECT DEFICIENCIES"; or
 - (c) "REJECTED".
- 3.3 The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of the Owner, acting reasonably, conform to the requirements of this Agreement. The Design-Builder will comply with and implement such Submittals.
- 3.4 The comment "CORRECT DEFICIENCIES" will be assigned to those Submittals that, in the opinion of the Owner, acting reasonably, generally conform to the requirements of this Agreement, but in which minor deficiencies have been found and identified by the Owner's review. The Design-Builder will, to the extent necessary, correct these Submittals and provide a copy of such Submittals to the Owner before the Design-Builder implements the portions of such Submittals that have received comments, but may proceed on the portions of such Submittals that have not received comments. The Design-Builder will comply with and implement such corrected Submittals. If at any time it is discovered that the Design-Builder has not corrected the deficiencies on Submittals that were correctly stamped "CORRECT DEFICIENCIES", then the Design-Builder will be required to modify the Submittals, the relevant Design and the Construction as required to correct the deficiencies and the Design-Builder may be required, at the Owner's discretion, acting reasonably, to resubmit relevant Submittals.
- 3.5 The comment "REJECTED" will be assigned to those Submittals that, in the opinion of the Owner, acting reasonably, contain significant deficiencies or do not conform with the requirements of this Agreement, including this Schedule 2 – Review Procedure. The Design-Builder will correct and re-submit these Submittals within 10 Business Days after the comment has been provided to the Design-Builder. The Owner will then review such corrected Submittals and assign a comment to the corrected Submittal. The Submittals will be corrected, revised and resubmitted as often as may be required to obtain a comment that permits the Design-Builder to proceed. Except with the written consent of the Owner, the Design-Builder will not proceed with any Design or Construction to which such Submittals receiving the comment "REJECTED" relate until the Design-Builder obtains a comment that permits the Design-Builder to proceed.
- 3.6 The Owner may request additional time for the review of any Submittal, including where the Submittal is voluminous or requires extensive review by representatives (including consultants) of the Owner, and the Design-Builder will extend such time for any reasonable requests by the Owner.
- 3.7 If the Owner does not respond to a Submittal within the applicable time periods for the Submittal, the Submittal will be deemed "REVIEWED" and the Design-Builder may proceed with and implement the Design and the Construction on the basis set forth in the applicable Submittal without any further action or documentation required.

- 3.8 Where the Owner issues the comment “CORRECT DEFICIENCIES” or “REJECTED”, the Owner will provide reasons for the comment, referencing the particulars of the Section(s) of the Agreement (including the Statement of Requirements) that the Submittal fails to satisfy.
- 3.9 If at any time after assigning any comment to a Submittal or where Section 3.7 of this Schedule has applied, the Owner or the Design-Builder discovers deficiencies or any failure to conform to the requirements of this Agreement, the Owner may revise the comment assigned to any Submittal. If the parties agree or it is determined in accordance with Section 63 (Dispute Resolution) of the Agreement that the revised comment is correct, the Design-Builder will make all such corrections to the Submittals and the Design and the Construction.
- 3.10 For the purpose of facilitating and expediting the review and correction of Submittals, the Owner’s Representative and the Design-Builder’s Representative will meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- 3.11 In lieu of returning a Submittal, the Owner may by letter notify the Design-Builder of the comment assigned to the Submittal and if such comment is “CORRECT DEFICIENCIES” or “REJECTED” the letter will contain comments in sufficient detail for the Design-Builder to identify the correction sought.

4. USER CONSULTATION PROTOCOL

- 4.1 The Design-Builder acknowledges that review of the Design by the Owner and consultation with the Facility users is an essential step in the completion of the detailed design of the Facility. Accordingly, the Design-Builder will conduct consultations with representatives of the Facility users (the “User Consultation Groups”) as described in this Schedule 2. The Owner will make reasonable efforts, as requested by the Design-Builder, to assist and support the Design-Builder with the consultation process, but nothing in this Section 4 will be interpreted to give the Owner responsibility for the Design, the Design schedule or the user consultation process.
- 4.2 The Owner will establish User Consultation Groups that may include the Owner, the Owner’s Representatives, employees, agents, contractors and subcontractors, physicians, nurses, other clinicians, patients, visitors, students and volunteers. The Owner may also from time to time include residents, families and neighbours in the user consultation process.
- 4.3 Unless agreed by the Owner, all aspects of the Design will be subject to review by one or more User Consultation Groups.
- 4.4 The User Consultation Groups will include a User Consultation Group designated as the “Core User Group” with responsibility for coordinating the Design review process with the Design-Builder.
- 4.5 Unless otherwise agreed, Submittals will be provided and reviewed in accordance with the following:
- (a) Draft Submittal to the Owner:
- (i) The Design-Builder will provide a draft Submittal as indicated on the Submittal Schedule that includes all relevant material with a covering transmittal indicating the purpose of the Submittal, and the information that should be reviewed by the Owner and the User Consultation Groups.
- (ii) All changes from a previous Submittal should be clearly indicated in accordance with Section 8 of this Schedule 2.

- (b) User Consultation Group:
 - (i) 5 Business Days following the draft Submittal, the Design-Builder will present the relevant material at a meeting of the relevant User Consultation Group(s).
 - (ii) The presentation will be made in person by the Architect or, if the Owner agrees, the Design-Builder's engineer or other subject matter expert.
 - (iii) The Design-Builder's presentation will include a page-by-page review of the draft Submittal.
 - (iv) The Design-Builder must be in attendance, preferably in person but teleconference is acceptable.
 - (v) During the presentation, a representative of the Design-Builder will take "live minutes" so that all parties can agree on the content of the minutes during the meeting. The Design-Builder will circulate the minutes immediately after the meeting to all parties and within 3 Business Days the Design-Builder must circulate formal minutes for review. If the Owner notifies the Design-Builder of any errors in the minutes, the Design-Builder will correct such errors within 3 Business Days of the Owner's notice.
- (c) Informal Comments from the Owner:
 - (i) The Owner will provide any informal feedback through to the Design-Builder.
 - (ii) The Owner will provide additional informal feedback within one week after the presentation, unless the Owner advises the Design-Builder in writing. The period will not exceed two weeks unless agreed with the Design-Builder.
- (d) Formal Submittal to the Owner:
 - (i) The Design-Builder will make the formal Submittal within 10 Business Days following the presentation (or 5 Business Days after receiving additional informal feedback).
 - (ii) If the Design-Builder does not address the feedback received at the presentation or subsequently provided by the Owner, the Design-Builder will provide commentary on the reasons for not addressing the feedback.
- (e) Formal Response from the Owner:
 - (i) The Owner will respond within 15 Business Days following the formal Submittal in accordance with this Schedule 2.

4.6 The process set out in this Section 4 will be set out in the Submittal Schedule.

4.7 The parties acknowledge that Design development is an iterative and interactive process and that additional User Consultation Group review and meetings may be required from those shown on the Submittal Schedule. The parties will co-operate to amend the Submittal Schedule as may be required from time to time to ensure that sufficient consultations with the User Consultation Group in relation to each component of the Design (and changes to the Design resulting from such consultations) are completed prior to the Design-Builder making the formal Submittal.

- 4.8 The Owner and the Design-Builder will not be bound by the consultations with the User Consultation Groups, unless reflected in the formal Submittal and comments from the Owner.
- 4.9 If the Design-Builder considers that compliance with any comment raised by a User Consultation Group member would lead to a Change, the Design-Builder will, before taking into account such comment or objection, notify the Owner. If it is agreed by the Owner that such comments or objections would lead to a Change then the procedure as detailed in Part E- CHANGES of the Design-Build Agreement will apply. In all cases, the parties will cooperate to identify potential alternative solutions to any comments or objections raised that would not lead to a Change.
- 4.10 The User Consultation Group consultation meetings will be held in the Lower Mainland at a space made available by the Owner.

5. DISPUTES

- 5.1 If the Design-Builder disputes any comment issued by the Owner in respect of a Submittal, including on the basis that the comment is or would result in a Change, the Design-Builder will promptly notify the Owner of the details of such Dispute and will submit the reasons why the Design-Builder believes a different comment should be assigned, together with appropriate supporting documentation. The Owner will review the Submittal, the reasons and supporting documentation and within 7 Business Days after receipt thereof will either confirm the original comment or notify the Design-Builder of a revised comment. Nothing in this Section 5 will limit either party's right to refer a Dispute for resolution in the first instance to the Owner's Consultant under Section 63 (Dispute Resolution) of the Agreement.

6. EFFECT OF REVIEW

- 6.1 Any review of and comment by the Owner on any Submittals are for general conformity to the obligations and requirements of this Agreement, and any such review and comment will not relieve the Design-Builder of the risk and responsibility for the Design and the Construction and for meeting all of its obligations and requirements of this Agreement, and will not create any new or additional obligations or liabilities for the Owner. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review and comment will not exclude or limit the Design-Builder's obligations or liabilities in respect of the Design or the Construction under this Agreement or exclude or limit the Owner's rights in respect of the Design and the Construction under this Agreement.

7. SUBMITTAL EXPLANATION

- 7.1 At any time, the Owner may, acting reasonably, require the Design-Builder, including the Design-Builder's Consultant, Subcontractors and any other relevant personnel, at no additional cost to the Owner, to explain to the Owner and the Owner's advisors the intent of the Design-Builder's Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Statement of Requirements.

8. REVISIONS

- 8.1 The Design-Builder will ensure that Submittals keep the same, unique reference number throughout the review process, and that all subsequent revisions of the same Submittal are identified by a sequential revision number and identified and tracked in the Submittal log. Correspondence related to such Submittal will reference the reference number and revision number.
- 8.2 Re-submittals will clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, will contain a preface that clearly states how revisions are marked

and the previous revision number against which the revisions have been marked and highlighted within the document. A consistent format for mark-ups of documents will be used (e.g. deletions struck out and additions underscored). Revised portions of drawings will be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision will be included on the drawing.

- 8.3 All revisions on print media will be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and will identify the persons who initialled the Submittal. Electronic versions of the Submittal will identify the persons who initialled the revisions to the printed version of the Submittal.
- 8.4 The Design-Builder will keep all Drawings and Specifications current. If any Drawings and Specifications are revised as part of a Submittal, all other Drawings and Specifications relying on or based on those Drawings and Specifications will also be revised accordingly. All such revised Drawings and Specifications will also be submitted with the Submittal to which it relates.

9. AUDIT BY THE OWNER

- 9.1 Without limiting any other right under the Agreement, the Owner will have the right to audit all Submittals, including comparing all Submittals to previous Submittals.
- 9.2 If during an audit or at any other time it is discovered by the Owner or the Design-Builder that any Submittals were not correctly implemented, the Design-Builder will at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Design and Construction to which they relate and will advise the Owner of all such corrections and modifications.

APPENDIX 2A – SUBMITTALS

Attached as a separate document.