

Appendix 1E – Furniture, Fixtures and Equipment

1. DEFINITIONS

1.1 In this Appendix:

- (a) “Acceptance Protocol” has the meaning set out in Section 5.10 of this Appendix;
- (b) “Category 1 Equipment” means the equipment described and listed as “Category 1” in the Equipment List (or similar equipment);
- (c) “Category 2 Equipment” means the equipment described and listed as “Category 2” in the Equipment List (or similar equipment);
- (d) “Category 3 Equipment” means the equipment described and listed as “Category 3” in the Equipment List (or similar equipment);
- (e) “Commission” means to test and commission the equipment or system in accordance with any commissioning requirements set out in this Agreement, and applicable standards and good industry practice, including to ensure that the Equipment is operating in accordance with the manufacturer’s requirements and specifications, and “Commissioned” and “Commissioning” have a corresponding meaning;
- (f) “Deliver” means to deliver Equipment to the Facility, and “Delivered” and “Delivery” have corresponding meanings;
- (g) “Equipment” means the Category 1 Equipment, the Category 2 Equipment and the Category 3 Equipment as described in this Appendix.
- (h) “Equipment Committee” means the committee established pursuant to Section 5.7 of this Appendix;
- (i) “Equipment List” means the lists attached to this Appendix.
- (j) “Equipment Logistics Schedule” has the meaning set out in Section 5.11 of this Appendix;
- (k) “Install” means to install in the Facility, including making connections to necessary building services (including plumbing, heating, cooling, ventilation dust and fume extraction and electricity) and connections to necessary communication or network interfaces or devices, and “Installed” and “Installation” have corresponding meanings;
- (l) “Receive” means the provision of equipment and staff to accept Delivery and provide an appropriate and secure staging and storage area to be used prior to Setup, and “Received” and “Receiving” have corresponding meanings;
- (m) “Setup” includes:
 - (i) transportation and movement within the Facility from the Delivery or storage location to the final installation location;
 - (ii) placement in the final location within the Facility; and
 - (iii) any necessary unwrapping, unpacking, disposing and/or recycling all wrapping and packaging materials, assembly.

- (n) “Supply” means the management and completion of procurement processes, up to and including Delivery, for Equipment, including the payment to vendors, and “Supplied” has a corresponding meaning.

2. CATEGORY 1 EQUIPMENT (DESIGN-BUILDER SUPPLIED, DESIGN-BUILDER INSTALLED)

2.1 Responsibilities for Category 1 Equipment

The Design-Builder will Supply, Deliver, Receive, Setup, Install and Commission all Category 1 Equipment. Category 1 Equipment is also referred to as ‘CSCI’ in the Equipment List.

2.2 Standards for Equipment

The Design-Builder will cause all Category 1 Equipment to be:

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

The Design-Builder will, as soon as practicable after receiving a request from the Owner, supply to the Owner evidence demonstrating its compliance with this Section 2.2.

2.3 Warranties

The Design-Builder will ensure that all manufacturer’s and vendor’s warranties for all Category 1 Equipment:

- (a) commence no earlier than the date of first use of the relevant item of Category 1 Equipment; and
- (b) are in the Owner’s name.

2.4 Training

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

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

On or before the Target Substantial Completion Date, the Design-Builder will transfer and deliver to the Owner all guidance material and manuals relating to Category 1 Equipment items as produced and provided by the manufacturer or the vendor of such items.

3. CATEGORY 2 EQUIPMENT (OWNER SUPPLIED, DESIGN-BUILDER INSTALLED)

3.1 Responsibilities For Category 2 Equipment

The Owner intends to, but is not obligated to, Supply the Category 2 Equipment. Category 2 Equipment is also referred to as 'OSCI' in the Equipment List. Where applicable, the Owner may, at its discretion Supply new Category 2 Equipment in lieu of relocating existing Category 2 Equipment.

The Design-Builder will Receive, Setup, Install and Commission all Category 2 Equipment.

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

3.2 Timing of Delivery and Installation of Category 2 Equipment

The Design-Builder will:

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

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

4. CATEGORY 3 EQUIPMENT (OWNER SUPPLIED, OWNER INSTALLED)

4.1 Responsibilities For Category 3 Equipment

The Owner intends to, but is not obligated to, Supply, Receive, Setup, Install and Commission the Category 3 Equipment. Category 3 Equipment is also referred to as 'OSOI' in the Equipment List. Where applicable, the Owner may, at its discretion Supply new Category 3 Equipment in lieu of relocating existing Category 3 Equipment.

4.2 Timing of Delivery and Installation of Category 3 Equipment

The Design-Builder will:

- (a) as early as practicable:
 - (i) for each item of Category 3 Equipment, provide on the Equipment Logistics Schedule the earliest date when the Facility will be available to the Owner to Install such item, which date must, for all Category 3 Equipment and any required Setup or Installation equipment that will not fit through the constructed doorways and other physical constraints on access, be a reasonable period in advance of the construction of such doorways and other physical constraints on access; and
 - (ii) identify to the Owner the date by which each item of Category 3 Equipment must be Delivered, Installed and Commissioned so as not to delay the Design, the Construction, Substantial Completion of the Building or the Owner's use and occupation of the Facility; and
- (b) as required from time to time until Substantial Completion of the Building, but no less than once per calendar month, update the information in Section 4.2(a) above so that at all times it is an accurate, reasonable and realistic representation of the Design-Builder's plans for the completion of the Design and Construction of the Facility.

The Owner will cause the relevant item of Category 3 Equipment the Owner wishes to have Installed in the Facility to be Delivered by the date specified by the Design-Builder under Section 4.2(a) above.

4.3 Timing of Delivery and Installation of Category 3 Equipment

Subject to Section 4.2(a)(i) above and unless otherwise noted on the Equipment List or the Equipment Logistics Schedule, no Category 3 Equipment will be Delivered prior to Substantial Completion of the Building. Delivery after Substantial Completion of the Building will not relieve the Design-Builder of its obligations under the Design-Build Agreement to complete the Design and Construction to accommodate the Equipment in the Facility and the obligations under this Appendix.

5. GENERAL

5.1 Integration of Equipment with Design of Facility

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

5.2 Changes affecting Design or Construction

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

5.3 Staging and Storage

The Design-Builder will:

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

5.4 Storage Costs

The Owner will reimburse the Design-Builder for any incremental out of pocket storage costs for any item of Category 2 Equipment or Category 3 Equipment if such item is Delivered materially in advance of the earliest delivery date for such item as identified by the Design-Builder under Section 3.2(a) or 4.2(a) of this Appendix in the Equipment Logistics Schedule.

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

5.5 Equipment Commissioning

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

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

5.6 Addition of Additional Equipment or Replacement of Existing Equipment

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

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

5.7 Equipment Committee

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

5.8 Title

The Design-Builder will cause the procurement arrangements for Category 1 Equipment to provide for a direct transfer of title to such Equipment from the vendors to the Owner. Title to Category 1 Equipment may be reserved by third party unpaid vendors until the earlier of the date of payment and the Target Substantial Completion Date. The Design-Builder will pay all such unpaid vendors prior to the Target Substantial Completion Date for amounts owing on outstanding invoices.

5.9 Damage and Loss

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

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

is the responsibility of the Design-Builder.

5.10 Acceptance Protocol

A document will be provided by the Design-Builder to the Owner for each Category 1 and Category 2 item that certifies all testing of the relevant Equipment has been completed to demonstrate that it has been installed in accordance with the manufacturer's requirements and is functioning in accordance with the specifications included in the relevant equipment purchase contract or purchase order (the "Acceptance Protocol").

Without limiting the Design-Builder's obligation to Commission the relevant Equipment, the Design-Builder will, to the Owner's reasonable satisfaction, complete all of the aspects of the Acceptance Protocol for each item of Category 1 Equipment and Category 2 Equipment. If:

- (a) prior to the Target Substantial Completion Date, the Design-Builder fails to complete any aspect of an Acceptance Protocol for any item of Category 1 Equipment or Category 2 Equipment; and
- (b) the Owner waives the requirement for the Design-Builder to complete the relevant Acceptance Protocol prior to the Target Substantial Completion Date, then subject to meeting the other requirements for Substantial Completion of the Building each such failure will be a deficiency and the Owner may make the withholding described in Section 44.4(b) of the Design-Build Agreement.

5.11 Equipment Logistics Schedule

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

- (a) in order to take advantage of the most recent technological advances, final decisions on the selection of Equipment sensitive to or anticipated to be revised with newer technology prior to the Target Substantial Completion Date, together with any training or service requirements, will not be made by the Owner until as late as possible in the period for Construction;
- (b) the Design-Builder will require adequate time to issue competitive bidding documents, receive proposals, clarify aspects of proposals, and Receive, Install and Commission the Equipment;
- (c) the Owner will require the ability to take advantage of bulk or other purchase opportunities advantageous to it; and

- (d) the Design-Builder will undertake the precautions set out by Equipment vendors to protect any Equipment that is required to be Delivered or Installed while construction is still underway; however, as an additional precaution some sensitive Equipment (such as equipment with electronic components) may require Delivery, Installation and Commissioning dates that are late in the period for Construction.

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

Furniture, Fixtures and Equipment List

See attached.