

**APPENDIX 2E**  
**EQUIPMENT AND FURNITURE**  
**TABLE OF CONTENTS**

<b>1.</b>	<b>CATEGORY 2 AND CATEGORY 4 EQUIPMENT .....</b>	<b>1</b>
1.1	Responsibilities For Category 2 and Category 4 Equipment .....	1
1.2	Timing of Delivery and Installation of Category 2 and Category 4 Equipment.....	1
<b>2.</b>	<b>CATEGORY 1 AND CATEGORY 3 EQUIPMENT .....</b>	<b>2</b>
2.1	Project Co to Procure Category 1 and Category 3 Equipment .....	2
2.2	Standards for Equipment.....	2
2.3	Training.....	2
<b>3.</b>	<b>GENERAL .....</b>	<b>2</b>
3.1	Integration of Equipment with Design of Facility .....	2
3.2	Changes Affecting Design or Construction .....	3
3.3	Storage Costs.....	3
3.4	Equipment Commissioning.....	3
3.5	Addition of Additional Equipment or Replacement of Existing Equipment.....	3
3.6	Equipment Committee .....	3
3.7	Title .....	3
3.8	HST.....	4
3.9	Maintenance and Life Cycle Responsibilities .....	4
3.10	Minimizing Disruptions.....	4

## APPENDIX 2E

### EQUIPMENT AND FURNITURE

#### 1. CATEGORY 2 AND CATEGORY 4 EQUIPMENT

##### 1.1 Responsibilities For Category 2 and Category 4 Equipment

The items of Category 2 Equipment and Category 4 Equipment shown on the Equipment List are those which the Authority intends to procure but, subject to Section 3.2 [Changes Affecting Design or Construction] of this Appendix, the Authority is not obligated to procure such items.

Project Co will not be responsible for procurement, setup, delivery, installation, commissioning, maintaining or replacing any Category 2 Equipment.

Project Co will not be responsible for procurement, setup, delivery or commissioning any Category 4 Equipment, but will be responsible for maintaining and replacing all Category 4 Equipment.

##### 1.2 Timing of Delivery and Installation of Category 2 and Category 4 Equipment

Project Co will:

- (a) as early as practicable in accordance with Good Industry Practice, identify to the Authority:
  - (1) for each item of Category 2 Equipment, the earliest date when the Facility will be available to the Authority to install such item;
  - (2) each item of Category 2 Equipment and Category 4 Equipment, if any, that must be installed in the Facility for Project Co to achieve Service Commencement; and
  - (3) for each item of Category 2 Equipment and Category 4 Equipment identified by Project Co under Section 1.2(a)(2) [Timing of Delivery and Installation of Category 2 and Category 4 Equipment] above, if any, the date by which such item must be delivered, installed and in good working order so as not to delay the Design, the Construction, Service Commencement or the Authority's use and occupation of the Facility; and
- (b) as required from time to time until Service Commencement, but no less than once per calendar month, update the information in Section 1.2(a) [Timing of Delivery and Installation of Category 2 and Category 4 Equipment] above so that at all times it is an accurate, reasonable and realistic representation of Project Co's plans for the completion of the Design and Construction of the Facility and the availability of the Facility to the Authority for the installation of Category 2 Equipment and Category 4 Equipment.

The Authority will cause each item of Equipment identified by Project Co under Section 1.2(a)(2) [Timing of Delivery and Installation of Category 2 and Category 4 Equipment] above to be delivered by the date

specified by Project Co under Section 1.2(a)(3) [Timing of Delivery and Installation of Category 2 and Category 4 Equipment].

## **2. CATEGORY 1 AND CATEGORY 3 EQUIPMENT**

### **2.1 Project Co to Procure Category 1 and Category 3 Equipment**

Project Co will procure, deliver, install and commission all Category 1 Equipment and Category 3 Equipment. Without limiting the foregoing, the Category 1 Equipment and Category 3 Equipment shown on the Equipment List is not intended to be exhaustive or 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 Category 1 Equipment and Category 3 Equipment expected to be provided by Project Co.

### **2.2 Standards for Equipment**

Project Co will cause all Category 1 Equipment and Category 3 Equipment procured by Project Co to be:

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with the Equipment List and Good Industry Practice;
- (c) of the type specified in the Design and Construction Specifications, if applicable; and
- (d) 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 2.2 [Standards for Equipment].

### **2.3 Training**

Project Co will be knowledgeable on the proper use and maintenance of all Category 1 Equipment and Category 3 Equipment Project Co installs in the Facility and will provide sufficient training and education of the Authority staff in accordance with Good Industry Practice to enable the Authority to properly utilize such Category 1 Equipment and Category 3 Equipment. Project Co will not be responsible for providing the Authority staff with training and education in respect of Category 2 Equipment and Category 4 Equipment.

## **3. GENERAL**

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

Project Co will ensure that all Equipment is integrated in accordance with Good Industry Practice with the overall Design of the Facility and will include such Equipment as part of the Design development process under Section 4.3 [Design Process] of Schedule 2 [Design and Construction Protocols]. 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 under Section 4.3 [Design Process] of Schedule 2 [Design and Construction Protocols].

### **3.2 Changes Affecting Design or Construction**

If the Authority increases or decreases the quantities of Equipment, procures other items in substitution for those identified on the Equipment List, or otherwise changes the items to be procured and there is an effect on the Design or Construction, such increase, decrease, procurement or change, and the effect thereof, will be handled in accordance with and subject to the procedures set out in Schedule 6 [Changes, Minor Works and Innovation Proposals]. The parties will endeavour to agree to an expedited Change process to deal with Equipment changes.

### **3.3 Storage Costs**

The Authority will reimburse Project Co for any incremental out of pocket storage costs for any item of Category 2 Equipment if such item arrives materially in advance of the earliest delivery date for such item as identified by Project Co under Section 1.2(a)(1) [Timing of Delivery and Installation of Category 2 and Category 4 Equipment] of this Appendix.

### **3.4 Equipment Commissioning**

Project Co will incorporate its Equipment commissioning responsibilities under this Appendix into its commissioning activities for the Facility as contemplated in this Agreement.

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

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

- (a) elect to have Project Co procure, deliver, install, commission and/or maintain such additional Equipment, in accordance with and subject to the procedures set out in Schedule 6 [Changes, Minor Works and Innovation Proposals]; or
- (b) itself perform any of the activities described in Section 3.5(a) [Addition of Additional Equipment or Replacement of Existing Equipment] above.

### **3.6 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 during the Construction Period (and not less than once per calendar quarter) to review the status of, and to provide advice to the parties with respect to, Equipment procurement, delivery and installation.

### **3.7 Title**

Project Co will cause the procurement arrangements for Category 1 Equipment and Category 3 Equipment to provide for a direct transfer of title to such Equipment from the suppliers to the Authority. Title to Category 1 Equipment and Category 3 Equipment may be reserved by third party unpaid suppliers until the earlier of the date of payment and the Service Commencement Date. Project Co will pay all such unpaid suppliers prior to the Service Commencement Date for amounts owing on outstanding invoices.

### **3.8 HST**

On the transfer of title to Category 1 Equipment and Category 3 Equipment from the suppliers to the Authority, Project Co will be responsible for all HST payable on such transfer.

### **3.9 Maintenance and Life Cycle Responsibilities**

Project Co is not responsible for the maintenance or replacement of any Equipment other than Maintained Equipment, which it will maintain and replace in accordance with Schedule 4 [Services Protocols and Specifications].

### **3.10 Minimizing Disruptions**

Project Co will ensure that its procurement, delivery, installation, commissioning, maintenance, repair, decommissioning, upgrade and replacement of Equipment as required under this Agreement will be effective and efficient so as to minimize to the greatest extent reasonably possible all disruptions of Authority Activities and any additional costs to the Authority.