

SCHEDULE 4

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SCHEDULE 4

SERVICES PROTOCOLS AND SPECIFICATIONS

1. DEFINITIONS

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

“**Annual Service Plan**” has the meaning set out in Section 4.2 of this Schedule;

“**Authority Policies**” means the following policies, or portions of policies where only a portion is indicated, of the Authority as at the Effective Date, copies of which have been provided to Project Co:

- (a) the criminal record check requirements established under the Criminal Records Review Act.

including, subject to Section 3.3 of this Schedule, as applicable from time to time, any amendments of those policies and any additional policies.

“**Building Users**” means the Authority, Authority Persons, Tenants, visitors, residents and volunteers using or present at the Buildings;

“**CMMS**” means the computerized maintenance management system for the Buildings;

“**Demand Requisition**” means any request for service, report of a Service Failure, report of an Unavailability Event or any other report or inquiry made to the Help Desk or to Project Co, including reports generated electronically by the BMS, the CMMS or other electronic monitoring systems operated by Project Co in the Buildings;

“**Energy Management Plan**” has the meaning set out in Section 4.6 of this Schedule;

“**Environmental Management Plan**” has the meaning set out in Section 4.5 of this Schedule;

“**FCI**” or “**Facility Condition Index**” has the meaning given in Appendix 4C [FM Services];

“**Five Year Maintenance Plans**” has the meaning set out in Section 4.3 of this Schedule;

“**FM Services**” has the meaning set out in Section 5.1 of this Schedule;

“**Help Desk**” means the contact point established by Project Co in respect of the Help Desk Services for the notification of Demand Requisitions, the occurrence of Events and other matters arising in relation to the provision of Services;

“**Help Desk Services**” has the meaning set out in Section 5.2 of this Schedule;

“**Joint Technical Review**” has the meaning set out in Section 2.3(a) of this Schedule;

“**Life Cycle Plan**” has the meaning set out in Section 4.4 of this Schedule;

“**Life Cycle Report**” has the meaning set out in Section 4.1(a) of this Schedule;

“Operating Period Buildings Condition Report” has the meaning set out in Section 2.3(d) of this Schedule;

“Operating Period Joint Committee” means the committee established pursuant to Section 2.2(a) of this Schedule;

“Operating Period Representative” has the meaning set out in Section 2.1(a) of this Schedule;

“Performance Indicators” means the performance indicators described in Appendix 4C [FM Services] and Appendix 4D [Help Desk];

“Performance Monitoring Program” means the performance monitoring system, equipment and procedures in place for monitoring performance of the Services as more particularly described in Section 6.1 of this Schedule;

“Performance Monitoring Report” has the meaning set out in Section 6.2 of this Schedule;

“Plans” means the Start-Up Plan, the Annual Service Plan, the Five Year Maintenance Plans, the Life Cycle Plan, the Environmental Management Plan, the Energy Management Plan and the Services Quality Plan;

“Proposal Extracts (Services)” means the proposal extracts attached as Appendix 4A [Proposal Extract Services];

“Rectification” means, following the occurrence of an Event, making good the Event so that the subject matter of the Event complies with the levels of performance required pursuant to this Agreement, including (a) restoring all functional capability and (b) ensuring that all affected Functional Units comply with the Availability Condition; **“Rectify”** and **“Rectified”** will be construed accordingly;

“Reporting Error” has the meaning set out in Section 6.5 of this Schedule;

“Respond” and **“Response”** means:

- (a) with respect to all Services, the appropriate personnel attending the location of the Event, making the location, and all affected locations safe, in accordance with Good Industry Practice, and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event; and
- (b) with respect to routine matters for all Services, means either the foregoing or an electronic response from the Help Desk confirming the details of the Event and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event;

“Response Time” means the period of time following a Demand Requisition or other electronic report or recording by the BMS during which Project Co must Respond, each as indicated as a “Response Time” for the relevant Service in the Performance Indicators;

“Services Quality Plan” has the meaning given in Section 4.7 of this Schedule;

“Start-up Plan” means the plan described in Section 4.1 of this Schedule; and

“**Sub-Contractor Termination Notice**” has the meaning set out in Section 6.8 of this Schedule.

2. ADMINISTRATION

2.1 Operating Period Representatives

- (a) Not less than 1 year before the Target Service Commencement Date, each of the parties will designate in writing a person (the “**Operating Period Representative**”) to be that party’s single point of contact with respect to the Operating Period and the Services.
- (b) A party’s Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- (c) Project Co’s Operating Period Representative will be a Key Individual. A party’s Design and Construction Representative may also be the party’s Operating Period Representative.
- (d) A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing the Operating Period Representative with a person reasonably acceptable to the objecting party.
- (e) Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party’s Operating Period Representative will be for the account of that party.

2.2 Operating Period Committee

- (a) Not less than one year before the Target Building Opening Date for the first Building to reach Building Opening, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the “**Operating Period Joint Committee**”) consisting of the Operating Period Representatives and such other members as the parties may agree from time to time.
- (b) The purpose of the Operating Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Buildings during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member’s duties or obligations to the party making such appointment.
- (c) The Operating Period Joint Committee:
 - (1) will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating

appropriate authority to permit efficient decision making with respect to the Buildings and the Services;

- (2) will establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to sub-committees for each of the Buildings with representation from the Authority, Project Co and the applicable Housing Operator. The purpose of the sub-committees is to coordinate and provide an interface between the Services and other services delivered at the Site and within the Buildings by the Authority or Authority Persons. The sub-committees will address specific issues at the building level including items such as Tenant interfaces and communications, occupational health and safety (including hazardous material management), coordination of services and access times, small works and projects, incident reporting and other operational issues that may arise from time to time;
 - (3) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
 - (4) will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all Plans submitted to it pursuant to Section 4.8 of this Schedule;
 - (5) may make recommendations to the parties on all matters relating to the Buildings and the Services, which the parties may accept or reject in their complete discretion; and
 - (6) will have no authority to agree to any amendments or to give any waivers of this Agreement.
- (d) Subject to the provisions of this Agreement, the members of the Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- (1) invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
 - (2) receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- (e) Recommendations of the Operating Period Joint Committee must be unanimous and any matters which cannot be resolved by the Operating Period Joint Committee maybe referred to the Dispute Resolution Procedure by either the Authority or Project Co.

- (f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) at least once each month:
- (1) prior to Service Commencement Date, at the offices of the Authority; and
 - (2) after the Service Commencement Date, at a space provided by the Authority,
- and from time to time as necessary. Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time. Meetings of the Operating Period Joint Committee will be convened on not less than 10 Business Days' notice (which will also identify the agenda items to be discussed at the meeting) provided that in an emergency a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (g) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by the Authority and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

2.3 Joint Technical Review

- (a) At the end of each three-year period throughout the Operating Period, Project Co and the Authority, supported by a duly qualified independent inspector and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”) of the Buildings. The Joint Technical Review will assess the Facility Condition Index, performance and effectiveness of both the preventive maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Five Year Maintenance Plan, Life Cycle Plan and the Services Protocols and Specifications. The cost of the independent inspector engaged to conduct Joint Technical Review will be paid by Project Co.
- (b) The current Buildings condition standard for each Joint Technical Review will be based on the principle that each Maintained Element of the Buildings and Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) During the final three years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of the Handback Requirements.
- (d) The findings of the Joint Technical Review will be documented in a written report prepared by the independent inspector (a “**Operating Period Buildings Condition Report**”) that:
 - (1) identifies the condition of the Buildings and each Maintained Element; and
 - (2) identifies any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of the Buildings and each

Maintained Element to the technical standards and specifically, the Services Protocols and Specifications and Life Cycle Plan.

- (e) Within 15 Business Days of receipt of the Operating Period Buildings Condition Report, Project Co will prepare a remediation plan outlining its approach and proposed schedule for rectification of any identified deficiencies through integration with the Five Year Maintenance Plan and the Life Cycle Plan.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. If required, the parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Operating Period Buildings Condition Report.

2.4 Authority Not Responsible for the Services

The Authority's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Authority's benefit only, and no acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or other representative of the Authority will in any way relieve Project Co of its obligation for all aspects of the Services except as may be expressly set out in this Agreement.

3. PERFORMANCE OF SERVICES

3.1 Delivery of Services

Project Co will at all times during the Operating Period provide the Services in accordance with the:

- (a) specifications set out in this Schedule;
- (b) Proposal Extracts (Services); and
- (c) Plans then in effect.

3.2 Standards

Project Co will at all times during the Operating Period provide the Services:

- (a) in accordance with the standards set out in this Schedule;
- (b) in compliance with all applicable Laws;
- (c) in compliance with all agreed upon service protocols and applicable Authority Policies;
- (d) to the standards required to maintain the heritage characteristics and status of the Buildings;
- (e) in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and

- (f) to the same standards that an experienced, prudent, and knowledgeable long term owner of comparable public or social housing in Canada, taking into account the age and use of the comparable buildings.

If one or more of the foregoing standards is applicable to any particular Service, then the highest of such standards will apply, provided that in all cases such standard or standards will be applied taking into account the age, use and reasonable wear and tear of the Buildings.

3.3 Changes to Authority Policies

If the Authority changes any Authority Policies, including by any amendments or additional policies referenced in the definition of "Authority Policies", and such changes to Authority Policies are a Change or might reasonably be expected to result in an increase in Project Co's costs of performing the Services, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

4. OPERATING PERIOD PLANS

4.1 Life Cycle Report and Start-up Plan

For each Building, Project Co will prepare in consultation with the Service Provider:

- (a) a report, in substantially the form as the model plan attached as Appendix 4F [Life Cycle Report] ("**Life Cycle Report**") that sets out the proposed parameters for the anticipated life of major elements in such Building and the Life Cycle Requirements relating thereto, to be used as a basis for such Building's Life Cycle Plan; and
- (b) a Start-up Plan incorporating the following:
 - (1) a schedule identifying the tasks to be completed prior to the Building Opening Date for such Building and the targeted completion dates of such tasks so that Project Co will be in a position to commence delivery of the Services in such Building on its Building Opening Date;
 - (2) the Annual Service Plan;
 - (3) a preliminary Five Year Maintenance Plan;
 - (4) a preliminary Environmental Management Plan; and
 - (5) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at the Building Opening Date,

each of which must be reasonable having regard to the requirements of this Agreement and which will be developed and finalized as follows:

- (c) the Authority will, acting reasonably, make itself available to consult with Project Co and the Services Provider in connection with the development of the Life Cycle Report and the Start-up Plan;

- (d) Project Co will deliver preliminary drafts of the Life Cycle Report and the Start-up Plan for each Building to the Authority not less than 180 days before the Building Target Opening Date for such Building, failing which, the Authority will be entitled to make a Deduction of \$2500 for each week, or part thereof after, from the date falling 180 days before the Building Target Opening Date until Project Co has delivered to the Authority a preliminary draft of the Life Cycle Report and Start-up Plan in respect of such Building;
- (e) the Authority will provide its comments, if any, on the preliminary drafts of such Plans to Project Co within 20 Business Days of receipt of the preliminary draft;
- (f) Project Co will deliver revised drafts of each of the Life Cycle Report and the Start-up Plan to the Authority not less than 30 days after receiving the Authority's comments on the preliminary drafts of such Plans, failing which, the Authority will be entitled to make a Deduction of \$2500 for each week, or part thereof, after the date falling 30 days after the Authority delivered its comments on the preliminary draft of the Life Cycle Plan and Start-up Plan;
- (g) the Authority will, within 15 Business Days of receipt of the revised drafts, advise Project Co whether the Authority accepts the Life Cycle Report and the Start-up Plan, and if the Authority does not accept one or both the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;
- (h) if the Authority does not accept one or both of the Life Cycle Report and the Start-up Plan, the parties will, acting reasonably, diligently work together with a view to revising the Life Cycle Report or the Start-up Plan, as the case may be, to address the Authority's reasons for non-acceptance;
- (i) if the Authority has not accepted one or both of the Life Cycle Report and Start-up Plan by the date that is 90 days before the Building Target Opening Date in respect of such Building, Project Co may refer the dispute to the Dispute Resolution Procedure to determine whether Project Co's proposed Life Cycle Report or Start-up Plan, as the case may be, is reasonable;
- (j) any Deduction the Authority is entitled to make pursuant to this Section 4.1 will be made from Building Opening Payments and Service Payments payable to Project Co; and
- (k) Deductions made pursuant to this Section 4.1 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or 6.7 or 6.8 of this Schedule.

4.2 Annual Service Plans

Project Co will establish and implement an annual service plan (the "**Annual Service Plan**") for the delivery of the Services in accordance with the terms of this Agreement and Good Industry Practice which will include:

- (a) detailed operational policies, procedures and practices for the Buildings and the Services including the methods by which Project Co will deliver the Services such that they:
 - (1) are consistent with the Appendices to this Schedule 4;
 - (2) will not interfere in any material respect with and will be complementary to the delivery of services by the Authority and Authority Persons and use of the Buildings by Building Users; and
 - (3) have regard for the needs and interests of all Building Users;
- (b) a detailed organizational and staffing plan for all employees of Project Co, the Service Provider and Sub-Contractors engaged to perform the obligations of Project Co under this Agreement which plan will include:
 - (1) provision of:
 - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees or Sub-Contractors with the skills necessary to perform the Services; and
 - (B) a designated manager or responsible delegates who will be contactable by the Authority and one of whom will be available to be at the Buildings within one hour's notice from the Authority;
 - (2) policies and procedures with respect to:
 - (A) occupational health and workplace safety including:
 - (i) policies consistent with those of the Authority in effect for the Buildings;
 - (ii) the provision of identification systems reasonably required by the Authority;
 - (iii) appropriate rules of conduct for the Buildings;
 - (iv) first aid training; and
 - (v) use of all applicable equipment;
 - (B) confidentiality and privacy policies consistent with those of the Authority in effect for the Buildings;
 - (C) appropriate Building orientation and job training; and
 - (D) responding to emergency alarms and procedures used by Project Co, the Authority and Housing Operators at the Buildings;

- (3) procedures consistent with Authority Policies for obtaining and reviewing with the Authority criminal records checks for all new employees of Project Co, the Service Provider or any Sub-Contractors (and their employees) within 30 days of hire and terminating the employment of any person whose criminal record is not satisfactory to the Authority;
- (c) details of any proposed amendments to the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in Section 6 of this Schedule;
- (d) provision for the training and re-training of all Building Users designated by the Authority, acting reasonably, including the Authority's and Housing Operator's employees, contractors and sub-contractors, and volunteers engaged at the Buildings, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;
- (e) details, changes and specific areas targeted for improvement as part of the Services Quality Plan for the Services and all aspects of the Buildings for which Project Co is responsible under this Schedule 4:
- (f) details of:
 - (1) Maintenance undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions undertaken including service requests; and
 - (2) Scheduled Maintenance plans for the ensuing year, including:
 - (A) date and time when the work is scheduled to be performed;
 - (B) location of the work to be undertaken;
 - (C) identification of activities which may cause disruption to the Authority or other Building Users and the methods by which Project Co will make appropriate accommodations to minimize such disruptions;
 - (D) anticipated disruption to Tenants and mitigation of interruption;
 - (E) a risk assessment, including with respect to health and safety; and
 - (F) a method statement in respect of any proposed work;
- (g) a comprehensive preventive maintenance program comprised of planned and scheduled cyclical maintenance of all Maintained Elements planned, scheduled, controlled and monitored utilizing the CMMS and including:
 - (1) hierarchical based component identification utilizing ASTM Unifomat II (E1557-97) Classification of Building Elements;

- (2) description (make, model, serial #, capacity, efficiency rating, etc.);
 - (3) location;
 - (4) priority classification;
 - (5) unique identification code;
 - (6) Maintenance job plan description including:
 - (A) detailed maintenance and testing procedures;
 - (B) warranty requirements;
 - (C) parts and consumables;
 - (D) regulatory or statutory requirements; and
 - (E) special instructions;
 - (7) frequency;
 - (8) scheduled dates;
 - (9) maintenance history including planned and unplanned;
 - (10) Service provider (staff or contractor) of the Service;
 - (11) condition assessment, status and test results; and
 - (12) notes including inspection observations, recommendations and comments;
- (h) provision for undertaking:
- (1) routine inspection and testing and servicing, in accordance with the requirements of the insurers of the Project, recommended manufacturers' guidance and Good Industry Practice, of:
 - (A) Building Systems including: heating, and ventilation systems, controls, plumbing and water systems, boilers and related systems and components, elevators and lifting devices, mechanical systems, lighting and electrical distribution systems;
 - (B) life safety and emergency systems including but not limited to: standby domestic pumps, fire alarms, fire fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, etc.; and
 - (C) Building envelope and structural systems including exterior building finishes and fabric including but not limited to: paint, hardware, windows,

doors, cladding, roofing systems, and other architectural and structural components;

- (2) testing for legionella; and
 - (3) commissioning and re-commissioning plans for all new Building Systems, systems and equipment;
- (i) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to the Authority and Building Users;
 - (j) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Buildings which are integrated and consistent with those of the Authority and the Housing Operators, which will include:
 - (1) plans and procedures for:
 - (A) Project Co's role in fire safety and response in conjunction with the Authority, the Housing Operators and the relevant fire officials;
 - (B) Project Co's role in the evacuation of areas of the Building or the whole Building in the event of fire or other emergencies;
 - (C) Project Co's role in a declared emergency;
 - (D) Project Co's role during and after a natural disaster such as flood or earthquake; and
 - (E) Project Co's business contingency and service resumption plans;
 - (2) training of all Project Co staff with respect to fire safety;
 - (3) provision that Project Co will provide whatever assistance can safely be provided in response to an emergency including:
 - (A) responding to a fire or other emergency alarm;
 - (B) reporting blocked fire access routes to the Help Desk and the Authority;
 - (C) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
 - (D) assisting in the evacuation of the affected areas; and
 - (E) liaising with external agencies, including the Fire Department as part of its response in relation to an incident;
 - (4) confirmation that:

- (A) all emergency procedures and contingency plans including, fire compartmentalization design, provision of escape routes and provision of fire fighting equipment and systems are compliant with the requirements of this Agreement; and
- (B) the fire alarm system is properly certified;
- (k) plans detailing procedures for responding to Unavailability Events and Service Failures;
- (l) protocols and procedures for cooperation with the Authority and Authority Persons in respect to the Authority's operations at the Buildings, including:
 - (1) repair and maintenance protocols for all infrastructure, utilities, systems and equipment integrated or connected with those of the Authority;
 - (2) the receipt of goods and supplies required by Project Co to perform the Services and Project Co's movement of such goods and supplies within the Buildings;
- (m) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Authority and Authority Persons to facilitate the delivery of the Services and to ensure Project Co is made aware of the day-to-day specific requirements of the Building Users;
- (n) details of any proposals for changes to the manner in which Project Co delivers the Services and the anticipated impact of those changes on the Authority and Building Users; and
- (o) an update of the Five Year Maintenance Plan (including the Life Cycle Plan), the Environmental Management Plan and the Energy Management Plan detailing the elements and schedule of each such Plan to be implemented during the ensuing 12 month period.

4.3 Five Year Maintenance Plans

Project Co will establish and implement throughout the Operating Period a rolling five year maintenance plan (the "**Five Year Maintenance Plan**") for the Buildings and the Maintained Elements based on Good Industry Practice which will include details and scheduling of planned, preventative and replacement maintenance programs, including those set out in the Life Cycle Plan, to be undertaken during that period.

4.4 Life Cycle Plan

Project Co will establish and implement throughout the Operating Period in conjunction with, and include as a component of, the Five Year Maintenance Plan, an asset life cycle and rehabilitation plan (the "**Life Cycle Plan**") for all Maintained Elements based on the Life Cycle Report and Good Industry Practice which will include:

- (a) the methods and practices by which Project Co will:

- (1) ensure the long-term integrity and ongoing operational serviceability of the Buildings;
 - (2) preserve the design and performance criteria for all aspects of the Buildings;
 - (3) ensure that on the Expiry Date all aspects of the Buildings for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
 - (4) minimize, to the extent reasonably possible, disruption to the Authority's activities and programs at the Buildings; and
 - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Buildings;
- (b) specific refurbishment and replacement strategies, key assumptions and annual cost provisions for all aspects of the Buildings for which Project Co is responsible, categorized by major elements.

4.5 Environmental Management Plan

Project Co will establish and implement throughout the Operating Period an environmental management plan (the "**Environmental Management Plan**") for the Buildings based on Good Industry Practice which will include Project Co's policies and procedures for:

- (a) maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;
- (b) managing and maintaining inventories of hazardous materials within the buildings, developing handling procedures and providing reporting in the format as required by the Authority;
- (c) ensuring that the Services are integrated and performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
- (d) managing and minimizing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances;
- (e) managing sound and light pollution from the Buildings;
- (f) implementing a proactive indoor air quality (IAQ) management program;
- (g) ensuring drinking water quality and safety;
- (h) implementing a proactive mould growth and legionella prevention program;
- (i) developing an environmental awareness program in conjunction with the Authority;

- (j) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services; and
- (k) reporting to the Authority on the development and implementation of all programs and procedures intending to reduce the environmental impact of the delivery of the Services.

4.6 Energy Management Plan

Project Co will establish and implement throughout the Operating Period an energy management plan (the “**Energy Management Plan**”) for the Buildings based on Good Industry Practice which will include Project Co’s policies and procedures for:

- (a) ensuring full commitment to responsible energy management without comprising the working environment and safety of Authority Persons or Building Users;
- (b) understanding the energy usage and identifying inefficient practices;
- (c) setting agreed objectives and targets to reduce energy consumption;
- (d) managing the energy usage and reducing the energy operating costs by implementing sound operating and maintenance practices including the maintenance of efficiency ratings of all Building Systems; and
- (e) developing and promoting an energy awareness program for all Building Users in conjunction with the Authority.

4.7 Services Quality Plan

Project Co will establish and implement throughout the Operating Period an auditable services quality plan (the “**Services Quality Plan**”) and quality assurance system based on Good Industry Practice and the requirements of the Authority’s quality framework as amended from time to time, for the Services, which will:

- (a) track all non-conformances in the performance of the Services;
- (b) form part of the Performance Monitoring Report;
- (c) include a remedial action plan and continuous business improvement process to address non-conformances including Unavailability Events and Service Failures; and
- (d) include preparing and implementing surveys, in conjunction with the Authority, to receive direct feedback from Building Users regarding the delivery of the Services;

All quality assurance and quality monitoring required by this Schedule 4 will form part of, but will not be construed as limiting, Project Co’s quality assurance obligations as set out in Schedule 2 [Design and Construction Protocols].

4.8 Preparation of Plans

Project Co will work co-operatively with the Authority's Operating Period Representative in the preparation of all Plans and will submit draft Plans for review and comment by the Operating Period Joint Committee prior to formal submission of such Plans to the Authority pursuant to Section 4.9 of this Schedule.

4.9 Submission of Plans to the Authority

No later than:

- (a) the dates set out in Section 4.1 of this Schedule, Project Co will submit to the Authority's Representative drafts of the Life Cycle Plan and the Start-up Plan; and
- (b) December 31 of each year after the Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative, the Annual Service Plan for the Authority's next fiscal year commencing April 1.

The Authority will review the Plans and may, but will not be obliged to, provide comments to Project Co within 60 days of receipt proposing changes to such plans that the Authority considers desirable or necessary. Project Co 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 or the Authority's Operating Period Representative may reasonably require in order to discuss the Authority's comments and proposals provided that:

- (a) it will remain Project Co's responsibility to ensure that its obligations in relation to the Buildings and the Services are carried out in accordance with this Agreement; and
- (b) no comments or lack of comments will impose any liability on the Authority or in any way relieve Project Co of its obligations under this Agreement.

4.10 Failure to Prepare Plans

Any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 4 will be deemed to be a High Service Failure on each day the Plan is due and not submitted.

4.11 Amendment of Plans

Project Co will follow the review procedure described in Section 4.9 prior to amending any Plan.

5. SERVICES

5.1 FM Services

Project Co will perform the facility management services described in Appendix 4C [FM Services] (the "**FM Services**").

5.2 Help Desk Services

Project Co will perform the help desk services described in Appendix 4D [Help Desk Services] (the “**Help Desk Services**”).

5.3 Additional Services

Project Co agrees that in addition to the Services it will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set out in this Agreement.

6. PERFORMANCE MONITORING AND REPORTING

6.1 Project Co Performance Monitoring

Project Co will at all times during the Operating Period have in place a Performance Monitoring Program pursuant to which Project Co will monitor the delivery of the Services which will include:

- (a) all electronically recorded or written data, information or communications made in respect of the Services and all aspects of the Buildings for which Project Co is responsible under this Schedule 4, including such data, information or communications made to or generated by the CMMS, the Help Desk, the Project Co quality assurance system and any other information system used by Project Co in connection with the Buildings and the Services;
- (b) all other Project Co self-monitoring and reporting;
- (c) Project Co reporting all Demand Requisitions through the Help Desk, including those Demand Requisitions reported to or identified by Project Co separately from the Help Desk, with the intent that the Help Desk will produce a complete record of all Demand Requisitions; and
- (d) all reports in Project Co’s possession or otherwise available to Project Co made by or to any Governmental Authority with respect to the Buildings or the Services.

6.2 Periodic Reporting

Project Co will prepare and deliver to the Authority in accordance with Section 7.1(f) of Schedule 8 [Payments] a performance monitoring report (the “**Performance Monitoring Report**”) for each Payment Period which will include the following information with respect to the relevant Payment Period:

- (a) all monitoring which has been performed pursuant to the Performance Monitoring Program and a summary of all findings;
- (b) a summary of each Demand Requisition received by the Help Desk including the applicable Response Time and Rectification Period, and Project Co’s actual time of Response and Rectification;
- (c) a summary of all Unavailability Events and Services Failures including Project Co’s Response Time and Rectification Period in respect of each;

- (d) a summary and calculations of all adjustments to the relevant Periodic Payment;
- (e) all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
- (f) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections and sprinkler testing conducted during the Payment Period;
- (g) a summary detailing the implementation of the Annual Service Plan then in effect including a summary of:
 - (1) the staffing plan including details of personnel changes, training and methods statements;
 - (2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next reporting period, including schedules and methods statements; and
 - (3) all Demand Maintenance performed during the Payment Period; and
 - (4) the delivery of all other Services;
- (h) deliver any report required by the Authority or other party having jurisdiction in respect of the failure of any Maintained Element; and
- (i) a certificate showing:
 - (1) the Energy Consumption in Gigajoules for each type of Energy in each Building for that month;
 - (2) the Heating Degree Days or Cooling Degree Days for that month; and
 - (3) building occupancy.

6.3 Authority Inspection and Audit

Project Co will, on reasonable notice from the Authority:

- (a) permit the Authority to access, review and audit all records, information and reports maintained by Project Co including all Performance Monitoring Reports and other reports generated by the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;
- (b) ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and
- (c) facilitate and assist the Authority with any audit or inspection of the Buildings, the Services or the Performance Monitoring Program undertaken by the Authority.

6.4 Reporting Failures

Any failure of Project Co to prepare and submit to the Authority a Performance Monitoring Report in accordance with this Schedule will be deemed to be a Medium Service Failure on the first day each Performance Monitoring Report is due and not submitted and an additional High Service Failure each day thereafter until submitted.

6.5 Reporting Errors

If any of the matters contained in a Performance Monitoring Report are incorrect or the Performance Monitoring Report fails to refer to any Unavailability Event or Service Failure that was not Rectified within the applicable Rectification Period (each of which is a “**Reporting Error**”):

- (a) Project Co will:
- (1) if the Reporting Error occurred other than as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or if the Reporting Error is discovered by Project Co and reported to the Authority prior to its discovery by the Authority, prior to 5pm on the next Business Day pay to the Authority an amount equal to the amount overpaid by the Authority as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Authority to the date of repayment to the Authority; or
 - (2) if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, prior to 5 pm on the next Business Day pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error,
- provided that in the first year after the Service Commencement Date, Section 6.5(a)(2) will only apply to Reporting Errors that result from wilful acts or omissions of Project Co; and
- (b) the Authority will immediately pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

6.6 Parties to Advise of Reporting Errors

If at any time either the Authority or Project Co becomes aware of a Reporting Error, the party who discovers the error will immediately advise the other party of its nature and, if possible, its effect.

6.7 Increased Monitoring

If:

- (a) Project Co incurs Deductions exceeding \$15,000 (Index Linked) in any Payment Period or \$150,000 (Index Linked) or more in any 12 consecutive Payment Periods in respect of the Services; or

- (b) a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 12 month period,

the Authority may increase its monitoring of the performance by Project Co under this Agreement and to carry out any inspections and audits which it reasonably requires for a period of up to 90 days. Project Co will reimburse the Authority for all reasonable costs and expenses incurred by the Authority in carrying out such additional monitoring, inspections and audits within five Business Days after the Authority delivers an invoice to Project Co for such amounts.

6.8 Replacement of Non-Performing Service Provider or Sub-Contractor

If Project Co has accrued Deductions in excess of \$100,000 (Index Linked) in any Payment Period or \$150,000 (Index Linked) or more in any 12 consecutive Payment Periods, the Authority may, by notice to Project Co (a “**Sub-Contractor Termination Notice**”), require Project Co to cause:

- (a) the termination of the Sub-Contract of the Sub-Contractor or Sub-Contractors, if any, delivering the Service which gave rise to such Deductions; or
- (b) if the Service which gave rise to such Deductions is being provided directly by the Service Provider, the termination of the Service Provider’s engagement to provide such Service.

Within 90 days of receipt of the Sub-Contractor Termination Notice, Project Co will cause a replacement of such Sub-Contractor or Sub-Contractors or Service Provider (in respect of such Services) as the case may be, in accordance with Sections 4.5 to 4.9 of this Agreement.

6.9 Authority’s Right of Access

The Authority may at all times during the Operating Period, without notice, access, audit and inspect the Buildings and Project Co’s delivery of the Services so as to confirm:

- (a) the performance by Project Co of its obligations under this Agreement; and
- (b) that the Buildings are being maintained in accordance with the terms of this Agreement.

provided that:

- (c) the Authority does not unreasonably interfere with the performance by Project Co of its obligations under this Agreement; and
- (d) the Authority complies with Project Co’s safety and security policies, provided that Project Co has delivered copies of such policies to the Authority and such policies do not unreasonably impair or limit the Authority’s ability to access all aspects of the Buildings.

7. HANDBACK

7.1 Handback Requirements

Project Co will carry out the Handback Requirements in accordance with Appendix 4B [Handback Requirements].

8. SITE SERVICE INTERFACES

8.1 Interfaces

Project Co:

- (a) acknowledges that there is an interface between the Services and other services delivered at the Site and within the Buildings by the Authority or Authority Persons; and
- (b) will co-operate with the Authority and Authority Persons and will act reasonably in the preparation and implementation of service plans and protocols which address the coordination, interface and integration of such services at the Site and the Buildings.

8.2 Authority User Issues

Project Co will promptly notify the Authority of any conduct of Tenants or Housing Operators that will adversely affect Project Co's ability to fulfill its obligations under this Agreement.

8.3 Prime Contractor

For the purposes of applicable legislation and regulations, Project Co agrees to be, or will cause the Service Provider to be, at all times during the Operating Period of each Building, the prime contractor as defined in the *Workers Compensation Act* for that Building and accordingly will comply, or will cause to be complied, with all resulting requirements and obligations including:

- (a) ensuring continuing coordination of the occupational health and safety activities of all employers at the Building, including the Authority, the Authority Persons, the Housing Operators, any other contractors and everyone engaged by or through any of them;
- (b) delivering any notices as required by applicable regulations; and
- (c) complying with the obligations of a prime contractor for a multi-employer workplace as prescribed by the applicable regulations.

If for any reason WorkSafe BC refuses to recognize Project Co or the Service Provider as the prime contractor then, to the extent permitted by law, Project Co will cooperate with the Authority and perform on behalf of the Authority the obligations which the Authority is required to undertake as prime contractor in connection with the Services by virtue of the *Workers Compensation Act* and Regulations, or other Laws.

APPENDIX 4A

PROPOSAL EXTRACTS (SERVICES)

APPENDIX 4B

HANDBACK REQUIREMENTS

APPENDIX 4C

FM SERVICES

APPENDIX 4D
HELP DESK SERVICES

APPENDIX 4E

[INTENTIONALLY DELETED]

APPENDIX 4F

LIFE CYCLE REPORT

See Appendix 4A Proposal Extracts CD