

SCHEDULE 2

DESIGN AND CONSTRUCTION PROTOCOLS

TABLE OF CONTENTS

1. INTERPRETATION.....1

1.1 Definitions1

2. PARTIES’ DESIGN AND CONSTRUCTION REPRESENTATIVES2

2.1 Appointment of Representatives2

2.2 Replacement3

2.3 Authority of Representatives3

2.4 Review Procedure3

2.5 Authority Not Responsible for Design or Construction3

2.6 Construction Period Committee3

3. INDEPENDENT CERTIFIER5

3.1 Appointment5

3.2 Appointment and Replacement.....5

3.3 Monthly Inspections and Report6

3.4 Payment Certificates6

3.5 Application for Certificate of Service Commencement7

3.6 Permitted Access7

3.7 No Responsibility for Design or Construction7

4. PROJECT CO’S RESPONSIBILITIES.....8

4.1 Design/Build Responsibility8

4.2 Standard of Performance for Design and Construction8

4.3 Defects in Design or Construction8

4.4 Compliance with Laws9

4.5 Permits for the Design and Construction and Use.....9

4.6 LEED Gold Certification9

4.7 LEED Project Checklist10

4.8 Energy10

5. DESIGN11

5.1 Additional Design Considerations11

5.2 Design Process11

5.3 User Consultations13

5.4 Design Change13

5.5 Mock Up Rooms.....14

5.6 Life Cycle Report.....14

5.7 Ownership of Design.....14

6. CONSTRUCTION15

6.1 Construction of the Facility.....15

6.2 Amendments and Changes to the Drawings and Specifications 15

6.3 Skilled Workers 15

6.4 Control of the Construction 15

6.5 Existing Utilities 16

6.6 Site Investigation 16

6.7 Geotechnical Conditions 16

6.8 Site Issues 16

6.9 The Authority's Access to Site 17

6.10 Inspection 17

6.11 *Builders Lien Act* and Builders Liens 18

6.12 Safety and Protection of Property 18

6.13 Control of Dust and Noise 18

6.14 Signage 19

6.15 Temporary Works 19

6.16 Project Meetings 19

6.17 Project Records 19

6.18 Equipment Operation and Training 20

6.19 Not Used 21

6.20 Archaeological Report 21

7. EQUIPMENT SUPPLY AND INSTALLATION 21

7.1 Design and Construction Requirements 21

8. QUALITY MANAGEMENT 21

8.1 Quality of the Design and Construction 21

8.2 Quality System 21

8.3 Project Co's Quality Consultant 21

8.4 Quality Assurance Program 21

8.5 Quality Assurance Plan 23

8.6 Reporting 23

8.7 Quality Review by the Authority 23

9. WORKERS COMPENSATION 23

9.1 Evidence of WCB Compliance 23

9.2 Indemnity for WCB Non-Compliance 24

9.3 Prime Contractor 24

9.4 Failure to Comply with WCB Requirements 24

10. PROJECT SCHEDULE AND SCHEDULING 24

10.1 Initial Project Schedule 24

10.2 Project Schedule Updates 24

10.3 Failure to Update Project Schedule 25

10.4 Compliance with Project Schedule 25

10.5 Move-In Schedule 25

11. DELAYS AND ACCELERATION 26

11.1 Acceleration to Recover Project Co Delays 26

11.2 Service Commencement Delay Costs26

11.3 Acceleration to Advance Service Commencement Date26

11.4 Service Commencement Delay Liquidated Damages26

12. COMMISSIONING27

12.1 Project Co Commissioning.....27

12.2 Commissioning Program.....27

13. COMPLETION28

13.1 Deficiency List28

13.2 Correction of Deficiencies28

APPENDIX 2A INDEPENDENT CERTIFIER AGREEMENT

APPENDIX 2B REVIEW PROCEDURE

ATTACHMENT 1 (APPENDIX 2B) SUBMITTAL SCHEDULE

ATTACHMENT 2 (APPENDIX 2B) AUTHORITY COMMENTS

APPENDIX 2C USER CONSULTATION PROCESS

ATTACHMENT 1 (APPENDIX 2C) USER CONSULTATION PROTOCOL

APPENDIX 2D ENERGY

APPENDIX 2E EQUIPMENT

APPENDIX 2F INITIAL PROJECT SCHEDULE

APPENDIX 2G PROPOSAL EXTRACTS (DESIGN AND CONSTRUCTION)

APPENDIX 2H QUALITY ASSURANCE PLAN

SCHEDULE 2

DESIGN AND CONSTRUCTION PROTOCOLS

1. INTERPRETATION

1.1 Definitions

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

“Archaeological Report” means the report entitled “NORTHERN HEALTH AUTHORITY, PROPOSED FORT ST JOHN HEALTHCARE CAMPUS ARCHAEOLOGICAL IMPACTASSESSMENT (sic), Conducted under: Heritage Inspection Permit #2008-325”, Prepared by: ARCAS CONSULTING ARCHAEOLOGISTS LTD., August 2008, including all appendices;

“CaGBC” means the Canada Green Building Council;

“Certificate of Service Commencement” has the meaning set out in Section 3.5 of this Schedule;

“Commissioning Program” means the schedule for Project Co’s commissioning activities to be carried out for the Facility prior to the issuance of the Certificate of Service Commencement;

“Construction Period Joint Committee” has the meaning set out in Section 2.6 of this Schedule;

“Construction Representative” has the meaning set out in Section 2.1(b) of this Schedule;

“Deficiencies” has the meaning set out in Section 13.1 of this Schedule;

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

“Geotechnical Report” means the report entitled “GEOTECHNICAL INVESTIGATION, PROPOSED FORTH (sic) ST. JOHN HEALTHCARE CAMPUS, SOUTHWEST 40 ACRES, WITHIN NW 5 - 84 - 18 - W6M, FORT ST. JOHN, BRITISH COLUMBIA, DRAFT FOR DISCUSSION, Prepared by PARKLAND GEOTECHNICAL LTD., GRANDE PRAIRIE, ALBERTA, PROJECT GP1344, JULY 2008”, including all Appendices, attachments and referenced documents;

“Independent Certifier” has the meaning set out in Section 3.1 of this Schedule;

“Intended Uses” means the uses for the Facility as described in the Design and Construction Specifications;

“LD Reference Date” has the meaning set out in Section 11.4 of this Schedule;

“LEED Canada” means CaGBC’s Leadership in Energy & Environmental Design (LEED) Green Building Rating System for New Construction & Major Renovations LEED Canada – NC 1.0 (March 2007 addendum);

“LEED Gold Certification” means the award of a LEED Gold certification from the CaGBC under LEED Canada;

“LEED Project Checklist” means the LEED project checklist generally in accordance with the CaGBC requirements;

“**LEED Rating System**” means LEED Canada;

“**Life Cycle Report**” has the meaning set out in Section 5.6 of this Schedule;

“**Move-In-Schedule**” has the meaning set out in Section 10.5 of this Schedule;

“**Project Co Commissioning**” means Project Co’s commissioning activities to be carried out at the Facility prior to the issuance of the Certificate of Service Commencement;

“**Project Co Commissioning Tests**” means all commissioning tests required by the Commissioning Program;

“**Project Co’s Quality Consultant**” has the meaning set out in Section 8.3 of this Schedule;

“**Project Schedule**” has the meaning set out in Section 10.1 of this Schedule;

“**Proposal Extracts (Design and Construction)**” means the provisions of Appendix 2G [Proposal Extracts (Design and Construction)];

“**Quality Assurance Plan**” has the meaning set out in Section 8.5 of this Schedule;

“**Quality Assurance Program**” has the meaning set out in Section 8.4 of this Schedule;

“**Quality System**” means an organizational structure, procedures, processes and resources necessary to implement a comprehensive, planned and systematic program, designed and implemented by Project Co pursuant to this Agreement, to ensure that the standards of quality control, quality management and quality assurance required by this Agreement are achieved by Project Co in every material aspect of the Design and Construction;

“**Reviewed Drawings and Specifications**” has the meaning set out in Section 4(m) of Appendix 2B [Review Procedure];

“**Submittal**” has the meaning set out in Section 1 of Appendix 2B [Review Procedure];

“**Submittal Schedule**” has the meaning set out in Section 2(a) of Appendix 2B [Review Procedure];

“**Updated Project Schedule**” has the meaning set out in Section 10.2 of this Schedule;

“**User Consultation Group**” has the meaning set out in Section 5.3 of this Schedule; and

“**User Consultation Protocol**” has the meaning set out in Section 1 of Appendix 2C [User Consultation Process].

2. PARTIES’ DESIGN AND CONSTRUCTION REPRESENTATIVES

2.1 Appointment of Representatives

Both parties will within 5 Business Days of the Effective Date designate in writing:

- (a) a person (the “**Design Representative**”) to be the party’s single point of contact with respect to the Design; and

- (b) a person (the "**Construction Representative**") to be the party's single point of contact with respect to the Construction.

A party's Design Representative and a party's Construction Representative may be the same person and may or may not be a Key Individual. Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party's Design Representative and Construction Representative will be for the account of that party.

2.2 Replacement

Subject to Section 2.12 of this Agreement in respect of Key Individuals, a party may at any time and in its own discretion by notice to the other party change the person appointed as the party's Design Representative or the party's Construction Representative. If for any reason a party's Design Representative or Construction Representative is unable or unwilling to continue then the party will immediately appoint a replacement Representative. If at any time a party objects to a Representative of the other party then the other party will give reasonable consideration to replacing the Representative with a person reasonably acceptable to the objecting party.

2.3 Authority of Representatives

A party's Design Representative will have full authority to act on behalf of and bind the party with respect to Design under this Agreement, and a party's Construction Representative will have full authority to act on behalf of and bind the party with respect to Construction under this Agreement, including giving any review, acceptance, approval or confirmations which may be given by the Authority. Notwithstanding the above, neither a Design Representative nor a Construction Representative will have the authority to execute or agree to any amendments or to give any waivers of this Agreement.

2.4 Review Procedure

The parties will comply with Appendix 2B [Review Procedure].

2.5 Authority Not Responsible for Design or Construction

The Authority's rights and requirements of advice, review, acceptance, approval or confirmation of compliance with respect to any aspect of the Design or the Construction, including pursuant to Appendix 2B [Review Procedure], will be for the Authority's benefit only, and no advice, acceptance, approval or confirmation of compliance by the Authority's Design Representative, the Authority's Construction Representative or other representative of the Authority will in any way relieve Project Co of its obligation for all aspects of the Design and Construction of the Facility except as may be expressly set out in this Agreement.

2.6 Construction Period Committee

- (a) Not less than 20 Business Days after the Effective Date, the Authority and Project Co will establish, and will maintain until Service Commencement, a joint liaison committee (the "**Construction Period Joint Committee**") consisting of the Design Representatives and Construction Representatives and such other members as the parties may agree from time to time.

- (b) The purpose of the Construction Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Facility during the Construction Period and any member appointed to the Construction 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 Construction 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 Facility;
 - (2) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Construction Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Construction Period Joint Committee;
 - (3) will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all documentation submitted to it in relation to the Design and Construction;
 - (4) may make recommendations to the parties on all matters relating to the Facility, which the parties may accept or reject in their complete discretion; and
 - (5) 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 Construction Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Construction Period Joint Committee as they consider appropriate from time to time and:
 - (1) may invite to any meeting of the Construction 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 Construction Period Joint Committee.
- (e) The Construction Period Joint Committee will meet at least once each month at a location provided by Project Co at or near the Lands (unless otherwise agreed by its members) and from time to time as necessary. If any member of the Construction Period Joint Committee requests an additional meeting, the parties will act reasonably in accommodating this request. Meetings of the Construction 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. The Construction Period Joint Committee will be chaired by a representative of the Authority unless the Authority requires that a representative of Project Co chair the Construction Period Joint Committee.

- (f) Minutes of all recommendations and meetings of the Construction Period Joint Committee will be kept by Project Co in accordance with Schedule 14 [Records and Reports] and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

3. INDEPENDENT CERTIFIER

3.1 Appointment

The parties will cooperate to jointly appoint a person (or firm of persons) (the “**Independent Certifier**”), who is:

- (a) qualified and experienced with respect to the design and construction of projects in British Columbia similar to the Project; and
- (b) independent from both the Authority and Project Co (and who will be impartial to the parties),

to provide certification services for the benefit of the parties during the Construction Period. The parties will enter into an agreement with the Independent Certifier on the terms generally as set out in Appendix 2A [Independent Certifier Agreement]. The parties confirm that Project Co may also appoint the Independent Certifier to provide certification services in respect of the Design-Build Agreement.

As of the Effective Date the parties confirm that they have appointed BTY Group to be the Independent Certifier and that a copy of the agreement appointing BTY Group as Independent Certifier is attached as Appendix 2A [Independent Certifier Agreement].

3.2 Appointment and Replacement

If within 20 Business Days of the Effective Date the Independent Certifier has not been appointed, or if for any reason during the Construction Period the Independent Certifier is unable or unwilling to continue to perform the Independent Certifier services or if the Independent Certifier’s appointment has been terminated by the Authority and Project Co, then:

- (a) within 5 Business Days from the earlier of that date which is 20 Business Days after the Effective Date and the date of termination of the Independent Certifier’s appointment, Project Co will provide the names of 3 candidates acceptable to Project Co for consideration by the Authority;
- (b) within 10 Business Days of receiving the candidate names, the Authority will notify Project Co of the candidates acceptable to the Authority, and the parties will cooperate to

enter into a contract with an acceptable candidate generally in the form set out in Appendix 2A [Independent Certifier Agreement]; and

- (c) if none of the candidates are acceptable to the Authority, acting reasonably, or if for any reason an Independent Certifier is not appointed within 25 Business Days of the request from the Authority under Section (a) above, then either party may immediately apply to the British Columbia International Commercial Arbitration Centre for the selection of an Independent Certifier, providing the other party the opportunity to participate in the selection and appointment process.

3.3 Monthly Inspections and Report

Under its agreement with the parties the Independent Certifier will:

- (a) consult with the Design-Builder and others involved in the Design; and
- (b) conduct inspections of the Construction,

as the Independent Certifier determines is required to be generally satisfied that the Design and Construction are proceeding in accordance with the requirements of this Agreement, and will no later than the 10th day of each month prepare and deliver to the Authority and Project Co a monthly written report containing a description of:

- (c) the Design and Construction completed in the previous month;
- (d) the progress of the Design and Construction relative to the Updated Project Schedule, with an explanation and analysis of any variances; and
- (e) any elements of the Facility that for any reason vary from the requirements of this Agreement, with particular reference to this Schedule and Schedule 3 [Design and Construction Specifications].

3.4 Payment Certificates

The Independent Certifier will prepare and deliver to the Authority and Project Co all certificates and other documentation as required by Schedule 8 [Payments] in respect of the RHD Funding. The Authority and Project Co specifically agree to the following with respect to the preparation and delivery of the payment certificates by the Independent Certifier:

- (a) the Independent Certifier will not have or assume any responsibility whatsoever for any of the Design or Construction and nothing in this Section or the parties' agreement with the Independent Certifier will in any way whatsoever relieve Project Co of its obligations for Design and Construction under this Agreement; and
- (b) except as required under Section 3.3, the Independent Certifier will have no role in monitoring or inspecting, or in giving any directions or instructions, with respect to any aspect of the Design or the Construction.

3.5 Application for Certificate of Service Commencement

The Independent Certifier will, no later than 5 Business Days after application by Project Co for a Certificate of Service Commencement, in cooperation with Project Co's Construction Representative and the Authority's Construction Representative make an inspection of the Facility and then within a further 5 Business Days either:

- (a) issue a certificate indicating that Service Commencement has been achieved (a "**Certificate of Service Commencement**"); or
- (b) provide Project Co and the Authority's Construction Representative with a list of all incomplete Design and Construction that must be completed prior to Service Commencement.

A Certificate of Service Commencement issued by the Independent Certifier will be final and the decision of the Independent Certifier will not be referable to the Dispute Resolution Procedure or otherwise subject to dispute between the parties.

3.6 Permitted Access

Project Co will give the Independent Certifier access to the Design and Construction work as the Independent Certifier reasonably requests in order to be fully informed as to the progress of the Design and Construction including:

- (a) access to drawings, specifications, schedules, records, and other documents or data relating to the Design and Construction, including such information that is being produced by or in the possession of the Design Builder or others; and
- (b) access to the Site,

and Project Co will:

- (c) permit the Independent Certifier to attend all Design meetings and, during Construction, all Construction meetings except to the extent Project Co and the Authority expressly otherwise agree; and
- (d) keep the Independent Certifier fully informed as to the progress of the Construction, including giving notice in accordance with Good Industry Practice of any part of the work on the Facility before it becomes covered up and unavailable for inspection.

3.7 No Responsibility for Design or Construction

Nothing in this Agreement (including this Schedule) will be interpreted as giving the Independent Certifier any responsibility or authority for any aspect of the Design or the Construction, or as relieving Project Co of its responsibility for the Design and Construction as set out in this Agreement, and neither Project Co nor the Design-Builder nor any Sub-Contractor will be entitled to rely on any advice, review, acceptance, approval or confirmation that the Independent Certifier may give with respect to Design or Construction.

4. PROJECT CO'S RESPONSIBILITIES

4.1 Design/Build Responsibility

Notwithstanding any other provision of this Agreement, Project Co will:

- (a) have complete responsibility for the Design and Construction of the Facility;
- (b) perform and complete the Design and Construction:
 - (1) in accordance with all terms of this Agreement including the terms of this Schedule and the Design and Construction Specifications;
 - (2) so as to provide a new patient care facility that at Service Commencement:
 - (A) is complete and operational and fit for the Intended Uses as specified in the Design and Construction Specifications and the Proposal Extracts (Design and Construction);
 - (B) will permit Project Co to provide the Services in accordance with the requirements of this Agreement; and
 - (C) is fully integrated with other existing or planned buildings or structures at the Site, as described in the Design and Construction Specifications; and
 - (3) to reflect and capture the intent and benefits of the Proposal Extracts (Design and Construction).

Each of the obligations in Sections 4.1(b)(1), 4.1(b)(2) and 4.1(b)(3) of this Schedule are independent obligations, and the fact that Project Co has satisfied one obligation will be no defence to an allegation that it has failed to satisfy another.

4.2 Standard of Performance for Design and Construction

Without limiting any other standards specified in this Agreement, Project Co will at all times during the Construction Period and in all respects, perform the Design and Construction to the same standards that an experienced, prudent, and knowledgeable owner would employ to design and construct a comparable public health care facility in Canada similar to the Facility that the owner of such facility would intend to own and operate for a long term.

4.3 Defects in Design or Construction

Project Co will, without cost to the Authority, and without limiting Project Co's obligations to perform the Services as set out in this Agreement, including Schedule 4 [Services Protocols and Specifications], correct any Defect that becomes apparent at any time during the Term, subject to the terms of this Agreement, including any Scheduled Maintenance and the Handback Requirements.

4.4 Compliance with Laws

Project Co will undertake and perform the Design and Construction in accordance with applicable Laws, and so that all elements of the Design and the Construction, including all workmanship, construction equipment and materials, and the supply and installation of Equipment, meet or exceed the requirements of applicable Laws. If there is any conflict or ambiguity between the provisions of applicable Laws, or between a provision of applicable Laws and the Design and Construction Specifications, or between provisions of the Design and Construction Specifications, then the provision of higher quality or higher standard will govern.

4.5 Permits for the Design and Construction and Use

- (a) Without limiting Project Co's obligations under this Agreement but subject to Section 4.5(c), Project Co will obtain all Permits required for the Design and Construction and any other Permits applicable to the use and development of the Facility as contemplated by this Agreement and applicable to the use and development of the Lands as contemplated by this Agreement.
- (b) Project Co will keep each of the Authority's Design Representative and Construction Representative fully informed of the details of all discussions and negotiations with Governmental Authorities with respect to all Permits for which it is responsible and upon request from the Authority's Design Representative or Construction Representative Project Co will provide to the Authority copies of all documentation and correspondence with a Government Authority relating to such Permits. Project Co will provide reasonable advance notice to the Authority of any meetings with the City or other Governmental Authorities where practicable in all the circumstances and upon request by the Authority a representative of the Authority may attend any such meetings. Project Co assumes all risk and costs arising in relation to Permits, including delays to the Project Schedule, arising from delays in obtaining, or inability to obtain Permits for which Project Co is responsible as described in this Section 4.5, conditions of obtaining such Permits, or amendments to such Permits as may be required.
- (c) The Authority will provide Project Co with such information and administrative assistance as Project Co may reasonably require in relation to all Permits for which Project Co is responsible.

4.6 LEED Gold Certification

Project Co will obtain LEED Gold Certification of the Facility in accordance with the following:

- (a) Within 60 days of the Effective Date Project Co will register the Facility with CaGBC.
- (b) Project Co will, subject to this Section, achieve all necessary prerequisites, credits and points under the LEED Rating System required to achieve the LEED Gold Certification and may in its discretion determine which of the credits and points to pursue except that Project Co will achieve the credit for Energy and Atmosphere Credit 1.4 – Optimize Energy Performance: 38% (MNECB).

- (c) If at any time after Project Co obtains registration with the CaGBC in accordance with Section 4.6(a) of this Schedule the requirements to achieve LEED Gold Certification under the LEED Rating System change, and Project Co is required to comply with such change in order to achieve LEED Gold Certification the Facility, then Project Co will forthwith notify the Authority of such change and such change will be a Change pursuant to Schedule 6 [Changes, Minor Works and Innovation Proposals].
- (d) If for any reason Project Co fails to achieve the Energy and Atmosphere Credit 1.4 for the Facility within 18 months of the Service Commencement Date then Project Co will, upon written demand from the Authority, and in addition to any payment owing under Section 4.6(e) of this Schedule, immediately pay to the Authority \$500,000.
- (e) If for any reason Project Co fails to obtain LEED Gold Certification for the Facility within 18 months of the Service Commencement Date then Project Co will, upon written demand from the Authority, and in addition to any payment owing under Section 4.6(d) of this Schedule, immediately pay to the Authority \$100,000 for every point less than 39 points, to a maximum payment amount of \$500,000.
- (f) Upon payment of amounts, if any, owing under this Section 4.6 Project Co will have no other further obligations and liabilities in respect of obtaining LEED Gold Certification, except to provide the Authority with such information and administrative assistance as the Authority may reasonably require in relation to obtaining LEED Gold Certification, and for greater certainty the failure to obtain LEED Gold Certification will not be a Project Co Event of Default.

4.7 LEED Project Checklist

As a condition of application for Service Commencement Project Co will prepare and deliver to the Authority a written confirmation by Project Co that Project Co and the Design-Builder have taken all reasonable steps to achieve:

- (a) the Energy and Atmosphere Credit 1.4 as required by Section 4.6(b) of this Schedule; and
- (b) LEED Gold Certification as required by Section 4.6 of this Schedule.

Such written confirmation will be supported by reference to a LEED Project Checklist, any relevant provisions of the Proposal Extracts (Design and Construction) and the Proposal Extracts (Services) and by a written opinion of a LEED accredited professional (with reasonable and limited qualifications on such opinion).

4.8 Energy

Project Co will comply with the requirements of Appendix 2D [Energy].

5. DESIGN

5.1 Additional Design Considerations

In addition to other requirements of this Agreement, Project Co will undertake and perform the Design so that the Design:

- (a) is undertaken by a design team exercising such degree of care, skill and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature and complexity to the Design, as of the date of this Agreement, and Project Co will appoint a design team that:
 - (1) is so qualified;
 - (2) includes (as required by applicable Law) licensed or registered professional engineers and architects; and
 - (3) has sufficient expertise and experience to expeditiously and efficiently perform all of the Design in a proper and professional manner to the standard set out in this Agreement;
- (b) includes specific consideration of “constructability” and “life cycle” cost issues at all stages of Design, as appropriate; and
- (c) includes consideration of efficient and cost-effective operation and maintenance.

5.2 Design Process

Project Co will undertake the Design:

- (a) in accordance with Appendix 2B [Review Procedure]; and
- (b) in phases as follows:
 - (1) Schematic Design Phase – this phase will include supplemental information not included in Appendix 2G [Proposal Extracts (Design and Construction)] and development of drawings and other documents illustrating the scale and character of the Facility, architecture and engineering systems and any development permit (if applicable) in sufficient detail to describe how the parts of the Facility functionally relate to each other, such as the Site plan, spatial relationship diagrams, principal floor plans, sections, and elevations;
 - (2) Initial Works Phase – this phase will include drawings, specifications and other documents for the foundations and structure, including lateral load resisting systems (shear walls), underground services and building code review including fire protection;
 - (3) Early Delivery Package Phase - this phase will include drawings, specifications and other documents describing in detail the requirements for the major

mechanical and electrical long lead-time delivery items, building cladding and window systems and any other long lead-time items or parts of the Facility;

- (4) Building Permit Phase – this phase will include drawings, specifications and other documents required for application for the building permit for the Facility;
- (5) 50% Complete Working Drawings Phase – this phase will include all drawings, specifications and other documents representing 50% complete working drawings, specifications and other documents and include items (A) to (J) below at such time as those items are prepared at the 50% level; and
- (6) 100% Complete Working Drawings - this phase will include all drawings, specifications and other documents representing 100% complete working drawings, specifications and other documents.

For each phase, Project Co will provide to the Authority the level of detail and documentation that the Authority would customarily receive or expect to receive for a facility similar to the Facility in accordance with Good Industry Practice, and without limiting the foregoing will include the following for the 100% Complete Working Drawings phase:

- (A) dimensioned floor plans and elevations showing all millwork;
- (B) furniture and equipment;
- (C) interior elevations for all rooms;
- (D) exterior building elevations;
- (E) completed Site and landscaping plans;
- (F) room finish schedules;
- (G) room data sheets;
- (H) reflected ceiling plans;
- (I) interior finishes; and
- (J) a written report detailing and describing the manner in which the following have been taken into account in the Design:
 - (i) planning;
 - (ii) LEED Gold Certification, including energy efficiency/sustainability and the relevant LEED Project Checklist and points;
 - (iii) material selection;
 - (iv) constructability;

- (v) Life Cycle Requirements; and
- (vi) building operating services.

Project Co will only issue drawings and specifications for construction purposes based on Reviewed Drawings and Specifications as described in Appendix 2B [Review Procedure].

The parties acknowledge that Project Co proposes to carry out the Design on a design build, fast track process in accordance with Good Industry Practice and the Submittal Schedule, and that the phases of the Design will proceed progressively for each part of the Facility but Project Co may complete some or all phases for some parts of the Facility in advance of completing the same phases for other parts of the Facility.

The parties further acknowledge that:

- (a) Project Co, through the Design-Builder, has prior to the Effective Date submitted to the Authority the schematic design drawings attached to Appendix 2G [Proposal Extracts (Design and Construction)] together with the memorandum dated June 24, 2009 from the Design-Builder attached to such drawings;
- (b) the Authority has reviewed the memorandum and the drawings for the purposes set out in items 1, 3, 5 and 7 of the memorandum;
- (c) comments are not required for the purposes set out in items 2 and 4 of the memorandum;
- (d) the Authority's comments on items 1, 3, 5, 6 and 7 of the memorandum are included as Attachment 2 [Appendix 2B (Authority Comments)] to the extent of, and subject to, the Authority's description of the purposes of its review in Attachment 2 [Appendix 2B (Authority Comments)];
- (e) the Authority's comments are deemed to have been made as of the Effective Date under the terms of Appendix 2B [Review Procedure];
- (f) the drawings are deemed to be Reviewed Drawings and Specifications only for the purposes identified by the Authority in its response; and
- (g) Project Co will take into account all of the Authority's comments set out in Attachment 2 [Appendix 2B (Authority Comments)].

5.3 User Consultations

The Design must be carried out with appropriate consultation with representatives of the Facility Users (other than the general public) (the "**User Consultation Group**") and accordingly Project Co will, at its cost, as part of the Design process, conduct Facility Users consultations as described in Appendix 2C [User Consultation Process].

5.4 Design Change

The following will apply to the Authority's requests for amendments to the Facility Design:

- (a) revisions to drawings and specifications and additional Design requested by the Authority under the processes described in Section 5 of this Schedule, including Section 5.2 (Design Process) and Section 5.3 (User Consultations), are not Changes and will be completed at Project Co's cost (except to the extent that any such requested revision would constitute a change to the Design and Construction Specifications, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply and such revision will not be implemented except under a Change Certificate issued by the Authority); and
- (b) if and to the extent the Authority requires a variation of any Design described in the Reviewed Drawings and Specifications then such variation will be a Change and the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

5.5 Mock Up Rooms

Project Co will, at its cost, prior to the "100% Complete Working Drawings" phase described in Section 5.2(b)(6) of this Schedule or as otherwise set out in the Project Schedule, prepare two "mock ups", with the same dimensions and relative sizing and location as the items to be constructed, of each of the operating room (OR), labour and delivery, recovery, postpartum room (LDRP) (which should be able to rotate with intensive care unit (ICU) and trauma room), IPU room with bathroom, resident room with bathroom, med room and clean/soiled room in sufficient detail to include all finishes, millwork, services, equipment and furniture so that the Authority, users and the Design-Builder's Sub-Contractors can visualize all features of the final design. For purposes of the "mock ups", Project Co will not be required to supply equipment that is specified in the Equipment List to be supplied by the Authority or to supply equipment in advance of the date otherwise required under this Agreement for equipment to be supplied by Project Co, but will use reasonable efforts to identify dimensions, locations and fittings for all such equipment. Project Co will provide the "mock ups" at a convenient location in or near the City. The first set of six "mock ups" will be limited such that it is based on a tape on the floor or other similar means to indicate dimensions and relative sizing and location. The second set of six "mock-ups" will be in the actual room or other location in the Facility, prior to construction and installation in that room or location, or if agreed by the parties will be at another convenient location in or near the City.

5.6 Life Cycle Report

On or before the Service Commencement Date, Project Co will prepare in consultation with the Design-Builder and the Service Provider a report ("**Life Cycle Report**") that sets out the proposed parameters for the anticipated life of major elements in the Facility and the Life Cycle Requirements relating thereto, to be used as a basis for the Life Cycle Plan referred to in Section 4.4 of Schedule 4 [Services Protocols and Specifications], and deliver such report to the Authority. If a copy of a proposed Life Cycle Report is included in the Proposal Extracts (Design and Construction), the Life Cycle Report will be an update of the proposed Life Cycle Report. The Authority will, acting reasonably, make its staff who work in building maintenance and repair available for consultation with Project Co, the Services Provider(s) and the Design-Builder regarding Design issues and the Life Cycle Report.

5.7 Ownership of Design

With respect to ownership and property rights relating to the Design:

- (a) the Authority will not have an ownership interest in the Design, including any of the drawings or specifications prepared and produced by Project Co, the Design-Builder or any Sub-Contractor;
- (b) Project Co grants to the Authority, or as required will cause the Design-Builder and all Sub-Contractors to grant to the Authority, an irrevocable license giving the Authority the non-exclusive right to use the Intellectual Property created by or on behalf of Project Co in connection with the Design of the Facility, including any of the documents and information listed in Section 6.17 of this Schedule, beyond the end of the Term and as long as the Facility exists, including for renovations, additions and alterations to the Facility, provided that, except for reference purposes, the Design, including the plans, sketches, drawings, electronic files, graphic representations and specifications will not be used on any other project; and
- (c) Project Co will execute and deliver, or cause to be executed and delivered, any and all further and other documents as the Authority may reasonably request to effect and record the licence referred to in Section 5.7(b) of this Schedule.

6. CONSTRUCTION

6.1 Construction of the Facility

Project Co will perform the Construction in strict conformity with the Reviewed Drawings and Specifications, as may be modified and amended from time to time in accordance with the terms of this Agreement, and this obligation will be in addition to all other obligations of Project Co under this Agreement.

6.2 Amendments and Changes to the Drawings and Specifications

During the Construction, Project Co will submit all amendments or additions to the Reviewed Drawings and Specifications to the Authority's Design Representative for review under Appendix 2B [Review Procedure].

Any Changes during the Construction will be subject to the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals].

6.3 Skilled Workers

Project Co will employ or cause the Design-Builder to employ a sufficient number of sufficiently skilled workers to perform the Construction in compliance with this Agreement.

6.4 Control of the Construction

Project Co will have total control of the Construction and will effectively direct and supervise the Construction so that it is undertaken in compliance with the terms of this Agreement. Project Co will be responsible for all construction means, methods, techniques, sequences and procedures with respect to the Construction and for coordinating the various elements of the Construction, and nothing in this Agreement (including this Schedule) will be interpreted as giving any responsibility for the above to the

Authority, the Authority's Design Representative, the Authority's Construction Representative or any other representative or agent of the Authority, or to the Independent Certifier.

6.5 Existing Utilities

Project Co will be responsible to confirm the location of, and protect, all existing utilities that may be affected by the Construction.

6.6 Site Investigation

By entering into this Agreement, Project Co will be deemed to have inspected the Site in relation to the performance of its obligations under this Agreement and to have satisfied itself and accepted all risks and related responsibilities relating to the Site (except as expressly provided to the contrary in this Agreement) including:

- (a) the adequacy of the rights of access to and through the Site for the Construction;
- (b) vehicular access and parking; and
- (c) temporary storage of building materials and equipment.

6.7 Geotechnical Conditions

The Authority has made available the Geotechnical Report. Project Co may rely on the accuracy of the geotechnical information as set out and contained in the Geotechnical Report but only as specifically set out below:

- (a) Project Co may rely only on information, if any, contained in the Geotechnical Report describing the location of a test bore hole completed on the Site, and also the description of the soil and geotechnical material in a specific bore hole; and
- (b) Project Co may not rely on any other information whatsoever that may be contained in the Geotechnical Report, including the adequacy of the number or locations of the described bore holes, or any opinions or recommendations interpreting the bore hole information for any purpose.

The Authority's responsibility for the information in the Geotechnical Report is limited as set out above, and Project Co specifically acknowledges that it assumes and accepts all risks that the bore hole information, as may be available in the Geotechnical Report, may not accurately or completely describe actual Site conditions including geotechnical or soil conditions (including risk of boulders, rock, low-strength soil and voids) and ground water conditions (including risk of underground streams or water table conditions) that may affect the Design or Construction.

6.8 Site Issues

Project Co will:

- (a) post an information phone number in a prominent location near the Site such that neighbours and passers-by can phone in and contact Project Co; and

- (b) provide a community liaison officer to provide a single point of contact with Project Co regarding construction and development issues.

6.9 The Authority's Access to Site

Subject to complying with all relevant safety procedures, including any relevant health and safety plans for the carrying out of the Construction and Project Co's and/or the Design-Builder's site rules, the Authority's Design Representative and Construction Representative, and their respective delegates, will have access at all reasonable times during normal working hours to:

- (a) attend the Lands and view the Construction; and
- (b) subject to obtaining the consent of the relevant manufacturer or supplier (which Project Co will use all reasonable efforts to obtain), visit any site or workshop where materials, plant or equipment are being manufactured, prepared or stored for use in the Construction for the purposes of general inspection and of attending any test or investigation being carried out in respect of the Construction.

The Authority's Design Representative and the Authority's Construction Representative will have the right to attend all monthly progress meetings and site meetings.

Project Co will cooperate with the Authority to arrange for tours of the Site at reasonable times during Construction for interested doctors and other health care officials and personnel, in a way that does not interfere with the progress of the Construction.

Except as set out above or as otherwise provided for in this Agreement, the Authority will not grant any person access to the Site or the Facility during the Construction Period without the consent of Project Co, such consent not to be unreasonably withheld or delayed.

6.10 Inspection

Prior to the Service Commencement Date, Project Co will, upon request by the Authority's Construction Representative including detailed reasons for the request, open up for inspection by the Authority's Construction Representative any part of the work on the Facility which the Authority's Construction Representative, acting reasonably, believes is defective and:

- (a) if the parties agree or if it is determined in accordance with the Dispute Resolution Procedure that there are no Defects in the relevant part of such work, and Project Co complied with the requirements of Section 3.6 of this Schedule, then any delay caused by the exercise of such rights will be treated as a Compensation Event and be subject to Section 8.3 of this Agreement;
- (b) if the parties agree or if it is determined in accordance with the Dispute Resolution Procedure that any relevant part of the work on the Facility is defective, then:
 - (1) Project Co will rectify and make good such Defect(s);
 - (2) any consequence of such rectification or making good Defect(s) will be carried out by Project Co at no cost to the Authority; and

- (3) Project Co will not be entitled to any extension of time to the Project Schedule in relation to such rectification and making good of such work; and
- (c) if the parties are unable to reach agreement in accordance with Sections 6.10(a) or (b) above, then the matter will, at the request of either party, be referred to the Dispute Resolution Procedure. If, in order to maintain compliance with the Project Schedule, it is necessary to proceed in respect of the matter in Dispute, the parties will proceed in accordance with the position of the Authority, provided that Project Co proceeding in accordance with the Authority's position will be a Compensation Event if the relevant matter in Dispute is determined in favour of Project Co.

6.11 Builders Lien Act and Builders Liens

With respect to builders liens and the requirements of the *Builders Lien Act* (British Columbia):

- (a) the Authority will not have any responsibility to be the payment certifier under any contract related to Construction;
- (b) Project Co will make all required builders lien holdbacks;
- (c) no builders lien holdback will be retained by the Authority under this Agreement;
- (d) if it is determined by an arbitrator or court with jurisdiction or if the parties agree that the builders lien holdback is required to be retained by the Authority, the Authority and Project Co agree that Project Co is making and will make all of the required holdbacks as agent for the Authority, and the Authority hereby authorizes Project Co to release the holdback in Project Co's discretion, acting reasonably;
- (e) Project Co will indemnify the Authority from any damages, costs, claims and expenses of any kind, including actual solicitors costs, arising from the failure of the Authority to retain a builders lien holdback; and
- (f) neither failure to hold back payment of amounts due to any Person in accordance with section 4 of the *Builders Lien Act* (British Columbia) nor failure to establish or maintain a holdback account in accordance with section 5 of that Act will constitute a Project Co Event of Default.

6.12 Safety and Protection of Property

As between the Authority and Project Co, Project Co will be responsible for safety at the Site during the Construction Period, including the safety of all persons on the Site and any other location where the Construction is performed (whether on the Site or other location lawfully or not) and members of the public, and will comply with the requirements of applicable Laws, applicable construction safety legislation, regulations and codes and Good Industry Practice. Project Co will protect the Authority's property and any third party's property from damage in the performance of the Construction.

6.13 Control of Dust and Noise

Project Co will take all reasonable steps to minimize dust and noise from the Construction.

6.14 Signage

Project Co may erect signage at the Site during Construction provided such signs are acceptable to the Authority's Construction Representative, acting reasonably.

6.15 Temporary Works

During the Construction Period Project Co will:

- (a) have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use;
- (b) provide its own services necessary for Project Co's construction use including but not limited to power, telephone, water and sewage, and will not connect directly to the existing hospital buildings or infrastructure except with the Authority's prior approval; and
- (c) at its own cost replace or repair any amenities, services or structures adversely affected by the Design or the Construction, including roads, drainage systems, landscaping, light standards and hydrants.

6.16 Project Meetings

Without limiting the obligations pursuant to Section 2.6 of this Schedule in respect of the Construction Period Joint Committee, at the Authority's request, Project Co's Construction Representative will attend meetings to update the Authority on the progress of Construction and to discuss any issues that have arisen. The meetings will be at least weekly at the location in the City unless agreed otherwise by the Authority.

6.17 Project Records

Notwithstanding any other provision of this Agreement:

- (a) As-Built Drawings and Specifications: Project Co will:
 - (1) throughout the Construction, update the Reviewed Drawings and Specifications (with respect to the drawings, such update will be in hard copy and "CAD" or other electronic format reasonably acceptable to the Authority's Representative), including all final shop drawings, so as to produce accurate as-built documents for the Facility;
 - (2) as requested from time to time during the Construction, make available such as-built drawings and specifications to the Authority's Design Representative for review to permit the Authority's Design Representative to monitor Project Co's compliance with the requirements of this Section; and
 - (3) provide three full-size hard copies and two electronic copies in ".dwg" format of the completed as-built drawings and specifications to the Authority's Design Representative on or before Service Commencement.

- (b) Maintenance Manuals: Project Co will:
- (1) on or before Service Commencement, make available all maintenance manuals, specifications, warranties and related information, in either written or electronic form, for all the equipment and systems that have been included in the Design and Construction of the Facility for review by the Authority's Design Representative; and
 - (2) organize and store such information in accordance with Schedule 14 [Records and Reports];
- (c) Design Records: Project Co will retain records of the Design development;
- (d) Minutes of Meetings: Project Co will retain minutes of meetings between the Authority and Project Co relating to the Design and Construction and will circulate such minutes to the Authority's Design or Construction Representative for review and comment as soon as reasonable after the relevant meeting, and a reasonable period in advance of the subsequent meeting so that all parties may consider the minutes and take required actions in advance of the subsequent meeting;
- (e) Inspection Reports and Tests Results: Project Co will retain official reports and certified test records of all inspections and tests which were undertaken as part of the Construction;
- (f) Utility Plans: Project Co will retain utility plans for the Facility and the Site;
- (g) Landscape and Irrigation Plans: Project Co will retain landscape and irrigation plans for the Facility and the Site;
- (h) Copies of all Permits: Project Co will retain copies of all Permits for the Construction and occupation of the Facility; and
- (i) Signed Quality Assurance Plan: Project Co will retain a signed copy of the Quality Assurance Plan for the Construction and all records of the Quality Assurance Program implemented as required by this Agreement.

6.18 Equipment Operation and Training

Project Co will be knowledgeable on the proper use and maintenance of all equipment and systems Project Co installs in the Facility, including communication systems, and will provide sufficient training and education to the Authority staff to enable the Authority to properly utilize such equipment and systems. The Authority will identify the relevant Authority staff, by name or position, and make such staff available at reasonable times prior to the Service Commencement Date.

6.19 Not Used

6.20 Archaeological Report

The Authority has made available the Archaeological Report. Project Co will in its Design and Construction take into account the information and recommendations set out in the Archaeological Report and will comply with all applicable Laws, including the *Heritage Conservation Act (British Columbia)*.

7. EQUIPMENT SUPPLY AND INSTALLATION

7.1 Design and Construction Requirements

The obligations and responsibilities of the parties related to Equipment are set out in Appendix 2E [Equipment]. Project Co will complete the Design and Construction to accommodate in the Facility the installation, operation, repair and maintenance of all the Equipment, including as required electrical and plumbing connections, structural accommodation and efficient access, all to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the Equipment (which may be of a higher standard than specified in Schedule 3 [Design and Construction Specifications]).

8. QUALITY MANAGEMENT

8.1 Quality of the Design and Construction

Project Co is solely responsible for the quality of the Design and Construction.

8.2 Quality System

Project Co acknowledges that a comprehensive Quality System is critical for the proper and timely completion of the Design and Construction and accordingly Project Co will implement and follow a Quality System.

8.3 Project Co's Quality Consultant

Project Co will retain a qualified expert in quality management ("**Project Co's Quality Consultant**") to develop a Quality Assurance Program.

8.4 Quality Assurance Program

Project Co's quality assurance program (the "**Quality Assurance Program**") will:

- (a) detail Project Co's measures required to complete all aspects of the Design and Construction pursuant to its Quality System and in accordance with the requirements of this Agreement including this Schedule 2 [Design and Construction Protocols] and Schedule 3 [Design and Construction Specifications];
- (b) address and be applicable to all aspects of the Design and Construction;

- (c) provide for a graded approach to quality in which the appropriate level of quality assurance requirements for various elements of the Design and Construction are defined;
- (d) describe or comply with the following:
 - (1) the required quality level for each process or activity involved in the Design and Construction and the means of achieving it;
 - (2) the steps to ensure that everyone participating in the Design or Construction is committed to the Quality Assurance Program;
 - (3) the steps to ensure that the management and organizational structure and responsibilities are defined and understood by everyone participating in the Design or Construction;
 - (4) require that all persons participating in the Design or Construction are competent to do their required tasks;
 - (5) require that individuals involved with the Quality Assurance Program will be held accountable for their work;
 - (6) provide that the right people will have the right information at the right time;
 - (7) provide that relevant experience for each process or activity will be sought and used;
 - (8) Design and Construction activities are planned and controlled;
 - (9) the right items, processes, and practices will be used;
 - (10) materials and services are verified to confirm that they are correct; persons giving verification will be sufficiently qualified and will be independent from those who perform or install the materials or services;
 - (11) peer reviews and inspections will be performed on structured planned basis on all elements of the Design and Construction and:
 - (A) errors and deficiencies will be identified and recorded;
 - (B) errors and deficiencies remedied or corrected and a record maintained of the remedy or correction; and
 - (12) maintain records as required by this Agreement;
- (e) provide for independent design verification in accordance with Good Industry Practice;
- (f) provide that professionals of record will carry out on-site inspections, review materials testing and inspector's reports, undertake required surveying, measuring, and verification

of materials and construction methods to ensure conformance with the Reviewed Drawings and the Design and Construction Specifications; and

- (g) provide that professionals of record will provide a letter of assurance that is an attestation that the Design and Construction has been performed in accordance with the Reviewed Drawings and the Design and Construction Specifications.

8.5 Quality Assurance Plan

A draft quality plan that describes the implementation of the Quality Assurance Program (the “**Quality Assurance Plan**”) proposed by Project Co for review by the Authority is attached as Appendix 2H [Quality Assurance Plan]. Project Co will within 30 days after the Effective Date provide an updated draft Quality Assurance Plan that includes all appendices indicated in the attached draft as items to be drafted. The Authority may, within 30 days of receipt of the updated draft, provide comments on it to Project Co and Project Co will, acting reasonably, take account of the comments in finalizing the Quality Assurance Plan. Project Co will promptly implement and strictly comply with the Quality Assurance Plan as recommended by Project Co’s Quality Consultant.

8.6 Reporting

Project Co will deliver to the Authority a monthly report of the Quality Assurance Plan prepared by Project Co’s Quality Consultant covering all aspects of the Design and Construction completed in the reporting period that are relevant to the Quality Assurance Plan. Project Co will highlight any deficiencies identified and corrective actions taken to address such deficiencies during the period covered by such report.

8.7 Quality Review by the Authority

The Authority may, at its discretion, perform its own audits of the Quality Assurance Program and for that purpose Project Co will make available for review by the Authority, upon request from the Authority, all records of the Quality Assurance Program and the Quality Assurance Plan to permit the Authority to be satisfied that Project Co is following its Quality Assurance Plan.

9. WORKERS COMPENSATION

9.1 Evidence of WCB Compliance

Project Co will provide evidence, satisfactory to the Authority’s Representative, of compliance by Project Co and all Project Contractors with the requirements of the *Workers Compensation Act*, as amended, and all regulations and successor legislation thereto, including payments due thereunder at the following times:

- (a) prior to commencing the Construction; and
- (b) at any time during Construction, upon request of the Authority’s Construction Representative acting reasonably.

9.2 Indemnity for WCB Non-Compliance

If Project Co or anyone employed by or through Project Co in the performance of any Construction does not comply with the requirements of the *Workers Compensation Act*, as amended, and all regulations and successor legislation thereto, including payment and deduction and remittance of any and all contributions, fees, assessments and charges required to be made pursuant to the above, Project Co will indemnify the Authority from any cost, loss, liability or obligation which the Authority may incur as a result.

9.3 Prime Contractor

For the purposes of applicable legislation and regulations, Project Co agrees to be, or will cause the Design-Builder to be, at all times during the Construction Period, the prime contractor as defined in the *Workers Compensation Act* 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 on the site of the Construction, including the Authority, the Authority's Construction Representative, any other contractors and everyone engaged by or through any of them;
- (b) delivering any notices of the Project 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 the Workers Compensation Board of British Columbia refuses to recognize Project Co or the Design-Builder 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 Construction by virtue of the *Workers Compensation Act* and Regulations, or other statutes.

9.4 Failure to Comply with WCB Requirements

If at any time the Construction is stopped because Project Co, or any Project Co Person providing services or work on the Project, unreasonably fails or refuses to comply with an order issued pursuant to the *Workers Compensation Act*, then such failure or refusal will be considered a Project Co Material Breach.

10. PROJECT SCHEDULE AND SCHEDULING

10.1 Initial Project Schedule

Attached as Appendix 2F [Initial Project Schedule] is the initial project schedule (the "**Project Schedule**"), which the parties have relied upon in entering into this Agreement.

10.2 Project Schedule Updates

Project Co will, as required from time to time until Service Commencement, but no less than once per calendar month by the 15th day of each month, in consultation with the Authority update the Project

Schedule so that it is at all times an accurate, reasonable and realistic representation of Project Co's plans for the completion of the Design and Construction of the Facility in accordance with the requirements of this Agreement. The updates will include:

- (a) adjustments resulting from Supervening Events and Changes, if any, as permitted by this Agreement;
- (b) as the Design progresses, best estimates of:
 - (1) the start and completion dates for the design phases described in Section 5.2 of this Schedule; and
 - (2) the commencement of Construction;
- (c) the planned start and completion dates of the major activities of Construction; and
- (d) the Target Service Commencement Date, which may not be updated or otherwise changed within 6 months of such date unless the Authority, in its discretion, consents, or as provided in Section 10.2(a) of this Schedule.

Project Co will deliver an updated Project Schedule monthly to the Authority and the Independent Certifier and upon delivery the updated Project Schedule (the "**Updated Project Schedule**") will be the Project Schedule under this Agreement in substitution for the previously issued Project Schedule. If at any time the Authority does not agree with the proposed updates that may be required to the Project Schedule then the disagreement may be referred to the Dispute Resolution Procedure.

Project Co is not entitled to achieve Service Commencement prior to the Target Service Commencement Date in effect as of the Effective Date, which for greater certainty is May 31, 2012 and Project Co is not entitled to any Service Payments prior to that date. For purposes of this paragraph of Section 10.2, such date is not subject to change for any reason, including for the occurrence of any Supervening Event.

10.3 Failure to Update Project Schedule

If Project Co fails or refuses to deliver an Updated Project Schedule as required under Section 10.2 of this Schedule, then such failure or refusal will be deemed to be a Project Co Material Breach.

10.4 Compliance with Project Schedule

Project Co will undertake the Design and Construction of the Facility in compliance with the Updated Project Schedule, as may be updated pursuant to this Agreement.

10.5 Move-In Schedule

Project Co acknowledges that the Authority will rely on the Service Commencement Date as set out in the Project Schedule (as may be adjusted under Section 10.2 of this Schedule).

As soon as reasonably practicable, but in any event no later than 180 days prior to the Target Service Commencement Date, Project Co will deliver to the Authority's Construction Representative a move-in schedule (the "**Move-in Schedule**") indicating the anticipated dates when the areas in the Facility will

become available for occupation by the Authority so as to facilitate and permit the Authority to progressively take up occupation in the Facility in an efficient manner. The Authority's Construction Representative will advise Project Co of any key or significant moves or move-in requirements, and Project Co will, as reasonably possible, accommodate the Authority's requirements and requests. Project Co will, as may be required from time to time, up-date the Move-in Schedule.

11. DELAYS AND ACCELERATION

11.1 Acceleration to Recover Project Co Delays

If at any time the Authority, acting reasonably, determines that Project Co is behind the Updated Project Schedule (other than due to a Supervening Event or a Change) and will not achieve Service Commencement by the Target Service Commencement Date, then the Authority may deliver notice to Project Co's Construction Representative to use its best efforts, at Project Co's own cost and at no cost to the Authority, to accelerate the Construction so as to conform to the Updated Project Schedule and achieve Service Commencement by the Target Service Commencement Date.

11.2 Service Commencement Delay Costs

If Project Co fails to achieve Service Commencement by the Target Service Commencement Date (other than due to a Supervening Event or a Change), then Project Co will reimburse the Authority for any additional incremental direct, arm's length out of pocket costs which the Authority reasonably incurs and evidences to Project Co related to the move of health care personnel and equipment into the Facility because the Authority relied on the Move-in Schedule which are in excess of the costs which the Authority would have incurred had Project Co achieved the dates set out in the Move-in Schedule (other than due to a Supervening Event or a Change). Notwithstanding anything contained in this Agreement (including any Schedule) other than Section 11.4 (Service Commencement Delay Liquidated Damages) of this Schedule, the liability of Project Co for costs under this Section will not exceed \$10,000 per day, provided however that nothing in this Section 11.2 will limit the obligations of Project Co for payment of liquidated damages under Section 11.4 of this Schedule.

11.3 Acceleration to Advance Service Commencement Date

If at any time the Authority determines that it requires the Construction to proceed in advance of the Updated Project Schedule then the Authority may give written notice to Project Co to provide the Authority with a written proposal to accelerate the Construction, including cost estimates and an estimate of the time saved, and if the Authority acting reasonably decides to proceed with the acceleration then Project Co will implement the directed acceleration and if the acceleration is a Change then such Change will be made in accordance with Schedule 6 [Changes, Minor Works and Innovation Proposals].

11.4 Service Commencement Delay Liquidated Damages

In the event that Service Commencement is not achieved on or prior to the Target Service Commencement Date in effect as of the Effective Date, which for greater certainty is May 31, 2012 (the "LD Reference Date"), Project Co will pay to the Authority liquidated damages for the period from the LD Reference Date to the Service Commencement Date in an amount (accruing daily) equal to the sum of **DELETED** per day. If Service Commencement is not achieved on or prior to the Longstop Date, Project Co will pay to the Authority liquidated damages in such amount for the period from the LD Reference Date to

the Longstop Date. The parties agree that the liquidated damages have been agreed in advance as a genuine and reasonable pre-estimate of the damages that the Authority may suffer, are not a penalty, and would be difficult to quantify.

The LD Reference Date is subject to adjustment for Changes and for Supervening Events to the same extent as described for the Target Service Commencement Date in Schedule 6 [Changes, Minor Works and Innovation Proposals] or in Section 8 (Supervening Events), as applicable. The parties acknowledge that the Target Service Commencement Date and the LD Reference Date may be different dates if the Target Service Commencement Date has been adjusted under other provisions of this Agreement including this Schedule 2 [Design and Construction Protocols].

If the obligation to pay such liquidated damages is caused by an event insured by the Construction Property Policy, Project Co will be relieved of its obligation.

Nothing in this Section 11.4 will limit the obligations of Project Co for payment of costs under Section 11.2 (Service Commencement Delay Costs) of this Schedule.

12. COMMISSIONING

12.1 Project Co Commissioning

Project Co will perform all Project Co Commissioning pursuant to the Commissioning Program.

12.2 Commissioning Program

- (a) Project Co will prepare the Commissioning Program and will provide a copy to the Independent Certifier and to the Authority Representative not less than 365 days prior to the Target Service Commencement Date.
- (b) The Commissioning Program will:
 - (1) describe the requirements necessary and the timing and sequence of each such requirement, including a detailed breakdown of the Design and Construction to meet such requirements, in order that the Project Co Commissioning will be completed to achieve Service Commencement on or before the Target Service Commencement Date; and
 - (2) list the required Governmental Authorities, manufacturers and any other persons that are necessary to meet the requirements of the Commissioning Program, applicable Laws and any other obligation hereunder to ensure the completion of commissioning of the Facility.
- (c) Project Co will provide the Authority with all test results for clinical and medical systems, including without limitation for medical gas systems.

13. COMPLETION

13.1 Deficiency List

Prior to and as a pre-condition of issuance of the Certificate of Service Commencement under Section 3.5 of this Schedule the Independent Certifier will, in cooperation with Project Co's Construction Representative and the Authority's Construction Representative, prepare a complete list of Defects that are apparent upon inspection of the Facility (the "Deficiencies") and deliver to Project Co and the Authority's Construction Representative the list of Deficiencies. If the Independent Certifier fails to comply with its joint obligations to the parties to prepare the list of Deficiencies in a timely manner, Project Co may, acting reasonably, prepare such list in accordance with the foregoing and such list will meet the pre-condition for issuance of the Certificate of Service Commencement. The Authority or Project Co may refer matters relating to the accuracy or completeness of the list of Deficiencies to the Dispute Resolution Procedure but despite any such Dispute the Independent Certifier will issue the Certificate of Service Commencement if the other criteria for Service Commencement are achieved. Project Co acknowledges that the timing set out in Section 3.5 may not be sufficient for the Independent Certifier to complete the inspection and prepare the list of Deficiencies, and agrees Project Co will give the Authority and the Independent Certifier no less than 30 days advance notice of the date Project Co anticipates achieving the Service Commencement and Project Co will assist the Independent Certifier to make any advance inspection requested by the Independent Certifier. For greater certainty, the parties acknowledge that LEED Gold Certification will be obtained from CaGBC after the Service Commencement Date and as a result cannot be included as a Deficiency in the list of Deficiencies prepared as a pre-condition of the issuance of the Certificate of Service Commencement.

13.2 Correction of Deficiencies

Upon issuance of the Certificate of Service Commencement Project Co will proceed expeditiously to correct all Deficiencies within 30 days after the Service Commencement Date or such longer period if reasonably required for the correction of the Deficiency and agreed by the Authority, acting reasonably. If Project Co fails or refuses to correct any Deficiency as required by this Section 13.2 then the Authority may:

- (a) exercise all rights and remedies provided under this Agreement, including Section 11 of this Agreement and the right to make any Deductions; and
- (b) upon 7 days' prior written notice at Project Co's cost correct the Deficiency or Deficiencies at the amount of the out-of-pocket cost of such corrections plus a mark-up of 20% on such cost whether or not the correction is made under this Section 13.2 or under Section 11 (including Section 11.5) of this Agreement, and the Authority may deduct such cost and mark-up from other payments under this Agreement.

Project Co will prior to or at Service Commencement obtain from the Design-Builder a letter of credit in an amount of a minimum of 1.5% of the total price to be paid by Project Co to the Design-Builder under the Design-Build Agreement. The letter of credit is in an approximate amount of \$3,500,000. The letter of credit will, among other things, be security for Project Co for the correction of Deficiencies by the Design-Builder. At the expiry of the letter of credit, Project Co will obtain a cash amount or will draw down the letter of credit in a minimum amount of 200% of an amount estimated by the Independent Certifier for the

Deficiencies that have not been corrected by such date. If Project Co does not obtain that amount, then the Authority may withhold that amount as a holdback, to be applied against the costs and mark-up described in Section 13.2(b) of this Schedule. If Project Co or the Design-Builder, as applicable, corrects the Deficiencies, then such amount will be released to Project Co or the Design-Builder as applicable.

APPENDIX 2A

INDEPENDENT CERTIFIER AGREEMENT

Attached is a copy of the Independent Certifier Agreement.

INDEPENDENT CERTIFIER AGREEMENT

for the Fort St. John Hospital Project

NORTHERN HEALTH AUTHORITY

and

ISL HEALTH (FSJ) GENERAL PARTNERSHIP

and

BTY GROUP

DATED: JULY 16, 2009

INDEPENDENT CERTIFIER AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS	5
1.1 Definitions.....	5
2. INTERPRETATION	6
2.1 Interpretation.....	6
2.2 Obligations and Exercise of Rights by the PA Parties	6
3. ROLE OF THE INDEPENDENT CERTIFIER	7
3.1 Engagement	7
3.2 Acknowledgement by Independent Certifier.....	7
3.3 Standard of Care	7
3.4 Duty of Independent Judgment	7
3.5 Authority to Act	7
3.6 Knowledge of the PA Parties' Requirements	8
3.7 Co-ordination by Independent Certifier	8
3.8 Conflict of Interest.....	9
3.9 Independent Certifier Personnel.....	9
4. ROLE OF THE PA PARTIES	9
4.1 Assistance	9
4.2 Instructions in Writing	9
4.3 Information and Services.....	9
4.4 Additional Information.....	10
4.5 Right to Enter and Inspect.....	10
4.6 PA Parties Not Relieved	10
4.7 PA Parties not Liable	10
5. SUSPENSION	10
5.1 Notice.....	10
5.2 Costs of Suspension.....	11
5.3 Recommencement	11
6. INSURANCE AND LIABILITY	11
6.1 Independent Certifier's Professional Indemnity Insurance.....	11
6.2 Workers' Compensation Insurance	12
7. PAYMENT FOR SERVICES	12
7.1 Fee.....	12
7.2 Payment of Fee	12

8. FUNCTIONS VARIATIONS 12

8.1 Notice of Functions Variation..... 12

8.2 No Adjustment 13

8.3 Functions Variation Procedure 13

8.4 Cost of Functions Variation 13

9. TERM AND TERMINATION..... 14

9.1 Term 14

9.2 Notice of Breach 14

9.3 Termination for Breach 14

9.4 Termination for Financial Difficulty 14

9.5 Termination for Convenience 14

9.6 Independent Certifier's Rights upon Termination for Convenience..... 15

9.7 Procedure upon Termination 15

9.8 Effect of Termination 15

9.9 Survival 15

10. INDEMNITY 16

10.1 Indemnity 16

11. GENERAL 16

11.1 Entire Agreement..... 16

11.2 Negation of Employment 16

11.3 Waiver..... 16

11.4 Notices..... 16

11.5 Transfer and Assignment 17

11.6 Governing Laws and Attornment..... 18

11.7 Confidentiality 18

11.8 Project Material..... 18

11.9 Time of the Essence 19

11.10 Amendment 19

11.11 Severability 19

11.12 Enurement 19

11.13 Counterparts..... 19

SCHEDULE 1 FUNCTIONS

SCHEDULE 2 FEE

SCHEDULE 3 INDEPENDENT CERTIFIER PERSONNEL

INDEPENDENT CERTIFIER AGREEMENT

THIS AGREEMENT is made as of the 16th day of July, 2009

AMONG:

NORTHERN HEALTH AUTHORITY

(the "Authority")

AND:

ISL HEALTH (FSJ) GENERAL PARTNERSHIP

("Project Co")

AND:

BTY GROUP

(the "Independent Certifier")

WHEREAS:

- A. the Authority and Project Co will enter into the Project Agreement;
- B. the Authority and Project Co wish to appoint the Independent Certifier, and the Independent Certifier wishes to accept such appointment, to perform certain services in connection with the Project Agreement; and
- C. the Authority, Project Co and the Independent Certifier wish to enter into this Agreement in order to record the terms by which the Independent Certifier will perform such services.

NOW THEREFORE in consideration of the mutual promises and agreements of the Authority, Project Co and the Independent Certifier herein expressed and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority, Project Co and the Independent Certifier covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement including the recitals and Schedules, unless the context indicates a contrary intention, terms which are defined in the Project Agreement (and not otherwise defined in this Agreement) will have meanings given to them in the Project Agreement and the following terms will have the following meanings:

- (a) **"Authority's Technical Advisor"** has the meaning given in the Funding Agreement;
- (b) **"Fee"** means the fees payable by the PA Parties to the Independent Certifier for the Functions, as such fees are specified and made payable in Schedule 2 to this Agreement;
- (c) **"Functions"** means:
 - (1) all of the functions and obligations conferred on the Independent Certifier under the Project Agreement;
 - (2) all of the functions and obligations conferred on the Independent Certifier under this Agreement, including the functions described in Schedule 1 to this Agreement; and
 - (3) all other things or tasks which the Independent Certifier is required to do to comply with its obligations under this Agreement;
- (d) **"Functions Variation"** means any change to the Functions;
- (e) **"Intellectual Property"** means any and all intellectual property rights throughout the world, whether subsisting now or in the future, including rights of any kind in inventions, patents, copyright, trademarks, service marks, industrial designs, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information and trade or business names;
- (f) **"PA Parties"** means, collectively, the Authority and Project Co;
- (g) **"Project Agreement"** means that certain agreement entitled "Project Agreement" and to be made between the Authority and Project Co on or about the Effective Date with respect to the design, construction, financing, maintenance and life cycle rehabilitation for the Facility, as the same may be amended, supplemented or replaced from time to time; and
- (h) **"Project Material"** means all material:

- (1) provided to the Independent Certifier or created by or required to be created by any PA Party; and
- (2) provided by or created by or required to be created by the Independent Certifier as part of, or for the purpose of, performing the Functions,

including documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored and recorded by any means).

2. INTERPRETATION

2.1 Interpretation

The division of this Agreement into Sections, the insertion of headings and the provision of a table of contents are for convenience only, do not form a part of this Agreement and will not be used to affect the construction or interpretation of this Agreement. The word "including" will not be construed as limiting the general term or statement immediately preceding. Unless otherwise specified:

- (a) each reference in this Agreement to "**Section**" and "**Schedule**" is to a Section of, and a Schedule to, this Agreement;
- (b) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to the regulations made under that statute and any successor statute, as amended or re-enacted from time to time;
- (c) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (d) references to time of day or date mean the local time or date in Vancouver, British Columbia;
- (e) all references to amounts of money mean lawful currency of Canada; and
- (f) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with GAAP consistently applied.

2.2 Obligations and Exercise of Rights by the PA Parties

The obligations of the PA Parties under this Agreement will be several.

Except as specifically provided for in this Agreement, the rights of the PA Parties under this Agreement will be jointly exercised by each of the PA Parties.

3. ROLE OF THE INDEPENDENT CERTIFIER

3.1 Engagement

The PA Parties hereby appoint the Independent Certifier, and the Independent Certifier hereby accepts such appointment, to carry out the Functions in accordance with this Agreement. The Independent Certifier will perform the Functions in accordance with this Agreement.

3.2 Acknowledgement by Independent Certifier

The Independent Certifier hereby acknowledges in favour of the PA Parties that it has received a copy of the Project Agreement.

3.3 Standard of Care

The Independent Certifier will exercise the standard and skill, care and diligence in the performance of the Functions that would be expected of an expert professional experienced in providing services in the nature of the Functions for projects similar to the Project.

3.4 Duty of Independent Judgment

In exercising the Functions, the Independent Certifier will act:

- (a) impartially, honestly and independently;
- (b) reasonably and professionally; and
- (c) in a timely manner:
 - (1) in accordance with the times prescribed in this Agreement or the Project Agreement, as applicable; or
 - (2) where no times are prescribed, within five Business Days or such earlier time so as to enable the PA Parties to perform their respective obligations under the Project Agreement.

Although the Independent Certifier should take account of any opinions or representations made by the PA Parties, the Independent Certifier will not be bound to comply with any opinions or representations made by either of them in connection with any matter on which the Independent Certifier is required to exercise its professional judgment.

The Independent Certifier will use its best skill and judgment in providing the Functions and making any certifications.

3.5 Authority to Act

The Independent Certifier:

- (a) is an independent consultant and is not, and will not purport to be, a partner, joint venturer or agent of any PA Party;

- (b) other than as may be expressly set out in the Project Agreement, has no authority to give any directions to a PA Party or its officers, employees, contractors, consultants or agents; and
- (c) has no authority to waive or alter any terms of the Project Agreement, nor to discharge or release a PA Party from any of its obligations under the Project Agreement unless jointly agreed in writing by the PA Parties.

3.6 Knowledge of the PA Parties' Requirements

The Independent Certifier warrants that:

- (a) it has and will be deemed to have informed itself fully of the requirements of the Project Agreement;
- (b) it will inform itself fully of the requirements of such other documents and materials as may become relevant from time to time to the performance of the Functions;
- (c) without limiting Sections 3.6(a) or 3.6(b), it has and will be deemed to have informed itself fully of all time limits and other requirements for any Function which the Independent Certifier carries out under the Project Agreement and this Agreement;
- (d) it has and will be deemed to have informed itself fully of the nature of the work necessary for the performance of the Functions and the means of access to and facilities at the Facility and Site including restrictions on any such access or protocols that are required; and
- (e) it has satisfied itself as to the correctness and sufficiency of its proposal for the Functions and that the Fee covers the cost of complying with all of the obligations under this Agreement and of all matters and things necessary for the due and proper performance and completion of the Functions.

3.7 Co-ordination by Independent Certifier

The Independent Certifier will:

- (a) fully co-operate with the PA Parties;
- (b) carefully co-ordinate the Functions with the work and services performed by the PA Parties;
- (c) without limiting its obligations under Sections 3.4 and 3.7(b), perform the Functions so as to avoid unreasonably interfering with, disrupting or delaying the work and services performed by the PA Parties; and
- (d) provide copies to all PA Parties of all reports, communications, certificates and other documentation that it provides to any PA Party.

3.8 Conflict of Interest

The Independent Certifier warrants that:

- (a) at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement; and
- (b) if, during the term of this Agreement, any such conflict or risk of conflict of interest arises, the Independent Certifier will notify the PA Parties immediately in writing of that conflict or risk of conflict and take such steps as may be required by each of the PA Parties to avoid or mitigate that conflict or risk.

3.9 Independent Certifier Personnel

- (a) Subject to Section 3.9(b), the Independent Certifier will use the partners, directors or employees described in Schedule 3 hereto in connection with the performance of the Functions and such persons' services will be available for so long as may be necessary to ensure the proper performance by the Independent Certifier of the Functions. Such persons will have full authority to act on behalf of the Independent Certifier for all purposes in connection with this Agreement.
- (b) None of the persons listed in Schedule 3 will be removed or replaced unless he/she ceases to work as a partner in or director or employee of the Independent Certifier or he/she is unable to work because of death or illness. The Independent Certifier will notify the PA Parties of any such circumstances and will be responsible for finding a replacement who will previously have been approved in writing by the PA Parties.

4. ROLE OF THE PA PARTIES

4.1 Assistance

The PA Parties agree to co-operate with and provide reasonable assistance to the Independent Certifier to familiarize the Independent Certifier with all necessary aspects of the Project to enable the Independent Certifier to carry out its obligations under this Agreement.

4.2 Instructions in Writing

All instructions to the Independent Certifier by the PA Parties will be given in writing.

4.3 Information and Services

The PA Parties will each make available to the Independent Certifier, as soon as practicable from time to time, all information, documents and particulars necessary for the Independent Certifier to carry out the Functions, including such information, documents and particulars required in order for the Independent Certifier to determine whether the criteria for Service Commencement have been achieved, and will provide copies of all such information, documents and particulars to the other PA Party.

4.4 Additional Information

If any information, documents or particulars are reasonably required to enable the Independent Certifier to perform the Functions and have not been provided by Project Co or the Authority, as the case may be, then:

- (a) the Independent Certifier will give notice in writing to Project Co's Representative or the Authority's Representative, as the case may be, of the details of the information, documents or particulars demonstrating the need and the reasons why they are required; and
- (b) Project Co or the Authority, as the case may be, will arrange the provision of the required information, documents or particulars.

4.5 Right to Enter and Inspect

Upon giving reasonable notice to Project Co's Construction Representative, the Independent Certifier (and any person authorized by it) may enter and inspect the Site, Facility and work in progress at any reasonable time in connection with the exercise or proposed exercise of rights under this Agreement, subject to:

- (a) observance of the reasonable rules of Project Co as to safety and security for the Site, Facility and work in progress;
- (b) not causing unreasonable delay to the carrying out of the Construction by reason of its presence at the Site or Facility; and
- (c) not causing any damage to the Site, Facility or work in progress.

4.6 PA Parties Not Relieved

Neither PA Party will be relieved from performing or observing its obligations, or from any other liabilities, under the Project Agreement as a result of either the appointment of, or any act or omission by, the Independent Certifier.

4.7 PA Parties not Liable

On no account will a PA Party be liable to another PA Party for any act or omission by the Independent Certifier whether under or purportedly under a provision of the Project Agreement, this Agreement or otherwise, provided that any such act or omission will not extinguish, relieve, limit or qualify the nature or extent of any right or remedy of either PA Party against or any obligation or liability of either PA Party to the other PA Party which would have existed regardless of such act or omission.

5. SUSPENSION

5.1 Notice

The Functions (or any part) may be suspended at any time by the PA Parties:

- (a) if the Independent Certifier fails to comply with its obligations under this Agreement, immediately by the PA Parties giving joint notice in writing to the Independent Certifier; or
- (b) in any other case, by the PA Parties giving seven days joint notice in writing to the Independent Certifier.

5.2 Costs of Suspension

The Independent Certifier will:

- (a) subject to the Independent Certifier complying with Section 8, be entitled to recover the extra costs incurred by the Independent Certifier by reason of a suspension directed under Section 5.1(b) valued as a Functions Variation under Section 8; and
- (b) have no entitlement to be paid any costs, expenses, losses or damages arising from a suspension under Section 5.1(a).

5.3 Recommencement

The Independent Certifier will immediately recommence the carrying out of the Functions (or any part) on receipt of a joint written notice from the PA Parties requiring it to do so.

6. INSURANCE AND LIABILITY

6.1 Independent Certifier's Professional Indemnity Insurance

- (a) The Independent Certifier will have in place:
 - (1) professional errors and omissions insurance:
 - (A) in the amount of **DELETED** per claim and in the aggregate, a deductible of not more than **DELETED** per claim and from an insurer and on terms satisfactory to each of the PA Parties;
 - (B) with a term and extended reporting period from the date of this Agreement until the expiration of **DELETED** from the cessation of the Functions; and
 - (C) covering liability which the Independent Certifier might incur as a result of a breach by it of its obligations or any breach owed by the Independent Certifier in a professional capacity to the PA Parties, or either of them, under or in connection with this Agreement or the provision of the Functions; and
 - (2) comprehensive general liability insurance in the amount of **DELETED** per claim and in the aggregate, no deductible for personal injury or bodily injury, a deductible of not more than **DELETED** per occurrence for property damage and from an insurer and on terms satisfactory to each of the PA Parties.

- (b) The Independent Certifier will provide copies of its insurance policies to each of the PA Parties upon request.

6.2 Workers' Compensation Insurance

The Independent Certifier will, at its own cost, insure its liability (including its common law liability) as required under any applicable workers compensation statute or regulation in relation to its employees engaged in the Functions.

7. PAYMENT FOR SERVICES

7.1 Fee

- (a) In consideration of the Independent Certifier performing the Functions in accordance with this Agreement, the PA Parties will pay the Independent Certifier the Fee.
- (b) The Fee includes all taxes (except for Goods and Services Tax).
- (c) Disbursements and expenses (including accommodation, car rental, equipment and travel expenses) will be reimbursed as provided for in Schedule 2 of this Agreement.

7.2 Payment of Fee

- (a) The PA Parties will each pay half the Fee to the Independent Certifier in accordance with the payment schedule specified in Schedule 2. The obligation on Project Co and the Authority to each pay half of the Fee to the Independent Certifier is not subject to joint and several liability and neither the Authority nor Project Co will have any liability whatsoever for the non payment by the other of any fees or costs payable by such other party under this Agreement.
- (b) Project Co acknowledges and agrees that if any amount due and payable by Project Co to the Independent Certifier is outstanding, the Independent Certifier will not have any obligation to Project Co to make any certification under the Project Agreement.

8. FUNCTIONS VARIATIONS

8.1 Notice of Functions Variation

- (a) If the Independent Certifier believes, other than a "Functions Variation Order" under Section 8.3, that any direction by the PA Parties constitutes or involves a Functions Variation it will:
 - (1) within 7 days after receiving the direction and before commencing work on the subject matter of the direction, give notice to the PA Parties that it considers that the direction constitutes or involves a Functions Variation; and
 - (2) within 21 days after giving the notice under Section 8.1(a)(1), submit a written claim to each of the Authority's Representative and Project Co's Representative

which includes detailed particulars of the claim, the amount of the claim and how it was calculated.

- (b) Regardless of whether the Independent Certifier considers that such a direction constitutes or involves a Functions Variation, the Independent Certifier will continue to perform the Functions in accordance with this Agreement and all directions, including any direction in respect of which notice has been given under this Section.

8.2 No Adjustment

If the Independent Certifier fails to comply with Section 8.1, the Fee will not be adjusted as a result of the relevant direction.

8.3 Functions Variation Procedure

- (a) The Authority's and Project Co's Design and Construction Representatives may jointly issue a document titled "Functions Variation Price Request" to the Independent Certifier which will set out details of a proposed Functions Variation which the PA Parties are considering.
- (b) Within 7 days after the receipt of a "Functions Variation Price Request", the Independent Certifier will provide each of the Authority's and Project Co's Design and Construction Representatives with a written notice in which the Independent Certifier sets out the effect which the proposed Functions Variation will have on the Fee.
- (c) Each of the Authority's and Project Co's Design and Construction Representatives may then jointly direct the Independent Certifier to carry out a Functions Variation by written document titled "Functions Variation Order" which will state either that:
 - (1) the Fee is adjusted as set out in the Independent Certifier's notice; or
 - (2) the adjustment (if any) to the Fee will be determined under Section 8.4.

8.4 Cost of Functions Variation

- (a) Subject to Section 8.2, the Fee will be adjusted for all Functions Variations or suspensions under Section 5.1(b) carried out by the Independent Certifier by:
 - (1) the amount (if any) stated in the "Functions Variation Order" in accordance with Section 8.3(c);
 - (2) if Section 8.4(a)(1) is not applicable, an amount determined pursuant to the fee schedule for Functions Variations in Schedule 2; or
 - (3) where such rates or prices are not applicable, a reasonable amount to be agreed between the PA Parties and the Independent Certifier or, failing agreement, determined by the Authority's and Project Co's Design and Construction Representatives jointly, acting reasonably.

- (b) Any reductions in the Fee will be calculated on the same basis as any increases.

9. TERM AND TERMINATION

9.1 Term

Subject to earlier termination, this Agreement will commence on the day it is executed and continue in full force until:

- (a) 60 days after the Service Commencement Date; or
- (b) such later date as may be mutually agreed between the PA Parties and the Independent Certifier.

9.2 Notice of Breach

If the Independent Certifier commits a breach of this Agreement, the PA Parties may give written notice to the Independent Certifier:

- (a) specifying the breach; and
- (b) directing its rectification in the period specified in the notice being a period not less than 7 days from the date of service of the notice.

9.3 Termination for Breach

If the Independent Certifier fails to rectify the breach within the period specified in the notice issued under Section 9.2, the PA Parties may, without prejudice to any other rights of the PA Parties or either of them, immediately terminate this Agreement.

9.4 Termination for Financial Difficulty

The PA Parties may, without prejudice to any other rights which the PA Parties or either of them may have, terminate this Agreement immediately if:

- (a) events have occurred or circumstances exist which, in the opinion of the PA Parties, may result in or have resulted in insolvency or the control of the Independent Certifier passing to another body or corporation; or
- (b) the Independent Certifier has communications with its creditors with a view to entering into, or enters into, any form of compromise, arrangement or moratorium of any debts whether formal or informal, with its creditors.

9.5 Termination for Convenience

Notwithstanding anything to the contrary in this Agreement, the PA Parties may at any time terminate this Agreement upon 30 days written notice to the Independent Certifier.

9.6 Independent Certifier's Rights upon Termination for Convenience

Upon a termination under Section 9.5, the Independent Certifier will:

- (a) be entitled to be reimbursed by the PA Parties for the value of the Functions performed by it to the date of termination; and
- (b) not be entitled to any damages or other compensation in respect of the termination and (without limitation) any amount in respect of:
 - (1) the lost opportunity to earn a profit in respect of the Functions not performed at the date of termination; and
 - (2) any lost opportunity to recover overheads from the turnover which would have been generated under this Agreement but for it being terminated.

9.7 Procedure upon Termination

Upon completion of the Independent Certifier's engagement under this Agreement or earlier termination of this Agreement (whether under Sections 9.3, 9.4 or 9.5 or otherwise) the Independent Certifier will:

- (a) co-operate with the PA Parties;
- (b) hand to the PA Parties all Project Material and all other information concerning the Project held or prepared by the Independent Certifier; and
- (c) as and when required by the PA Parties, meet with them and such other persons nominated by them with a view to providing them with sufficient information to enable the PA Parties to execute the Project or the persons nominated to provide the Functions.

9.8 Effect of Termination

Except as otherwise expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination (including the right of Project Co and the Authority to recover damages from the Independent Certifier).

9.9 Survival

Termination of this Agreement will not affect the continuing rights and obligations of Project Co or the Authority and the Independent Certifier under Sections 6, 7, 9.6, 9.7, 9.8, 10, 11.7, and this Section or under any other Section which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

10. INDEMNITY

10.1 Indemnity

The Independent Certifier will indemnify and save harmless the PA Parties, and each of them, and their respective employees, agents, officers and directors from and against any and all losses incurred or suffered by any of them by reason of, resulting from, in connection with, or arising out of:

- (a) the breach of any representation, warranty, covenant, term, duty or obligation of the Independent Certifier set out in or arising under this Agreement or the Project Agreement; or
- (b) any act or omission of the Independent Certifier in connection with the subject matters of this Agreement.

11. GENERAL

11.1 Entire Agreement

This Agreement and the Project Agreement constitute the entire agreement between the PA Parties and the Independent Certifier and supersede all communications, arrangements and agreements, either oral, written, made or entered into prior to the date of this Agreement between the PA Parties and the Independent Certifier with respect to the subject matter of this Agreement.

11.2 Negation of Employment

- (a) The Independent Certifier, its officers, employees, servants and agents and any other persons engaged by the Independent Certifier in the performance of the Functions will not by virtue of this Agreement or the performance of the Functions become in the service or employment of the PA Parties for any purpose.
- (b) The Independent Certifier will be responsible for all matters requisite as employer or otherwise in relation to such officers, employees, servants and agents and other persons who are engaged by the Independent Certifier.

11.3 Waiver

Failure by any PA Party or the Independent Certifier to enforce a provision of this Agreement will not be construed as a waiver by that PA Party or the Independent Certifier of any right in respect of that provision, or any other provisions of this Agreement.

11.4 Notices

Any document which is to be or may be issued or given to or served upon Project Co, the Authority or the Independent Certifier under this Agreement will be deemed to have been sufficiently issued or given to or served if:

- (a) it is delivered or sent by commercial courier, upon receipt;

- (b) it is sent by fax, upon confirmation of a successful transmission by a transmission report received by the sender,

to the addresses set out below:

- (1) if to the Authority: 9636 – 100th Avenue
Fort St. John
British Columbia, V1J 1Y3
Fax No.: 250 262 5994
Attention: Tom Sparrow, Project Director
- (2) if to Project Co: ISL Health (FSJ) General Partnership,
3 Robert Speck Parkway
Suite 100
Mississauga, ON L4Z 2G5
Fax No.: 905 896 0391
Attention: Gina Arezza
- (3) if to Independent
Certifier: 2288 Manitoba Street
Vancouver
British Columbia
Fax No.: 604 734 3136
Attention: Gord Smith

- (c) Any party may change its address for notice by notice given to the other parties in accordance with this Section.

11.5 Transfer and Assignment

- (a) The Independent Certifier:
- (1) will not assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement without the prior written consent of the PA Parties, which each PA Party may give or withhold in its absolute discretion; and
- (2) agrees that any assignment, transfer, mortgage, charge or encumbrance will not operate to release or discharge the Independent Certifier from any obligation or liability under this Agreement.
- (b) For the purposes of this Section, an assignment will be deemed to have occurred where there is a Change In Control of the Independent Certifier after the date of this Agreement.
- (c) Each of the PA Parties may assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement in accordance with the terms of the Project Agreement.

11.6 Governing Laws and Attornment

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to conflicts of law principles that would apply a different body of law, and the Authority, Project Co and the Independent Certifier hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of that Province and all courts competent to hear appeals therefrom with respect to any action, suit, proceeding or dispute in connection with this Agreement.

11.7 Confidentiality

- (a) The Independent Certifier will ensure that:
 - (1) neither it nor any of its officers, employees, servants and agents disclose, or otherwise make public, any Project Material or any other information or material acquired in connection with or during the performance of the Functions without prior written approval of the PA Parties; and
 - (2) no Project Material is used, copied, supplied or reproduced for any purpose other than for the performance of the Functions under this Agreement.
- (b) The PA Parties may at any time require the Independent Certifier to give and to arrange for its officers, employees, servants and agents engaged in the performance of the Functions to give written undertakings, in the form of confidentiality agreements on terms required by the PA Parties, relating to the non disclosure of confidential information, in which case the Independent Certifier will promptly arrange for such agreements to be executed and delivered.

11.8 Project Material

- (a) The PA Parties and the Independent Certifier agree that the Independent Certifier does not and will not have any rights, including any Intellectual Property, in any Project Material provided to the Independent Certifier or created or required to be created by any PA Party.
- (b) All title and ownership, including all Intellectual Property, in and to the Project Material created or required to be created by the Independent Certifier as part of, or for the purposes of performing the Functions, is hereby assigned jointly to the Authority and Project Co on creation, or where such title, ownership and Intellectual Property cannot be assigned before creation of the Project Material, it will be assigned to the Authority and Project Co on creation. In addition, to the extent that copyright may subsist in such Project Material so created by the Independent Certifier, the Independent Certifier hereby waives all past, present and future moral rights therein and the Independent Certifier will ensure that any agent or employee of the Independent Certifier will have waived all such moral rights.

- (c) The Independent Certifier will do all such things and execute all such documents as reasonably requested by either of the PA Parties in order to confirm or perfect the assignment of Intellectual Property in the Project Material referred to in Section 11.8(b).

11.9 Time of the Essence

Time will be of the essence of this Agreement and of the transactions contemplated by this Agreement.

11.10 Amendment

No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.

11.11 Severability

If any provision of this Agreement will be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

11.12 Enurement

Subject to the restrictions on transfer contained in this Agreement, this Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

11.13 Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

[3 Execution Pages Follow]

IN WITNESS WHEREOF the Authority, Project Co and the Independent Certifier have executed this Agreement.

NORTHERN HEALTH AUTHORITY

Per: _____

Execution Page 1 of 3

IN WITNESS WHEREOF the Authority, Project Co and the Independent Certifier have executed this Agreement.

ISL HEALTH (FSJ) GENERAL PARTNERSHIP,
jointly and severally by all of its partners
INNISFREE ISL HEALTH (FSJ) GPCO LTD. and
ACCIONA FSJ GP LTD.

INNISFREE ISL HEALTH (FSJ) GPCO LTD.

Per: _____

Per: _____

ACCIONA FSJ GP LTD.

Per: _____

Per: _____

IN WITNESS WHEREOF the Authority, Project Co and the Independent Certifier have executed this Agreement.

BTY GROUP

Per: _____

Name: Gord Smith

Title: Partner

Per: _____

Name: Patrick Gunn

Title: Partner

SCHEDULE 1 FUNCTIONS

The Independent Certifier will, subject to the provisions of the Project Agreement, provide the services as set out below. In the event of a conflict between any provision of this Agreement, including this Schedule 1, and a provision of the Project Agreement, the Project Agreement will prevail.

Functions

- (a) The Independent Certifier will:
- (i) consult with the Design-Builder and others involved in the Design; and
 - (ii) conduct inspections of the Construction,
- as the Independent Certifier determines is required to be satisfied that the Design and Construction are proceeding in accordance with the requirements of the Project Agreement, and will no later than noon on the 7th Business Day of a calendar month prepare and deliver to the Authority and Project Co a monthly written report reporting:
- (iii) on a description of the Design and Construction completed in the previous calendar month;
 - (iv) on the progress of the Design and Construction relative to the Updated Project Schedule and Schedule of Milestones, with an explanation and analysis of any variances;
 - (v) on a description of any elements of the Facility that for any reason vary from the requirements of the Project Agreement, with particular reference to Schedule 2 [Design and Construction Protocols] and Schedule 3 [Design and Construction Specifications] of the Project Agreement;
 - (vi) on any matter required for payment certification pursuant to Section 3.4 of Schedule 2 [Design and Construction Protocols] of the Project Agreement; and
 - (vii) as the Independent Certifier determines is required to comply with its obligations under Section 13 of Schedule 2 [Design and Construction Protocols] of the Project Agreement;
- (b) The Independent Certifier will carry out the functions and comply with the obligations set out in Sections 3.4, 3.5 and 13.1 of Schedule 2 [Design and Construction Protocols] of the Project Agreement, including in respect of an application by Project Co for a Certificate of Service Commencement.

BTY Approach to Services

Our approach to providing successful Independent Certification services for the Fort St. John Hospital will be:

Mobilization

We will thoroughly read and understand the project scope, structure and Project Agreement to gain a comprehensive knowledge of the project. We will investigate and establish the required regulatory and statutory requirements and prepare a detailed listing of the criteria for the certification of Service Commencement. We will clearly and comprehensively document a completion protocol that will list completion issues and identify responsible parties.

We will establish clear communication protocols between the parties and implement the process for the resolution of matters raised by the Independent Certifier during the course of the project.

We will prepare our reporting model and present this to the NHA and Project Co for confirmation. We will, with agreement, modify the reporting to suit particular requirements of the parties. We will establish, with the concurrence of the parties, our participation at Project Meetings and an agreed program of site inspections. We will prepare a bridging protocol between the parties to ensure that communications to and from each are documented and resolved.

Partial Listing of Methodology Issues

- Criteria for Certificate of Service Commencement
- Establish a protocol for notification of matters that may delay or prevent the issue of the Certificate of Service Commencement
- Formal content for monthly Independent Certifier reporting
- Procedures for resolution of issues identified by the IC
- Procedures for resolution of issues raised by NHA and Project Co Procedures for Changes to the project design and specifications
- Monthly Project Management meetings
- Validate and confirm the strategies being employed to achieve LEED Gold certification
- Communication protocols
- Quality Assurance and Quality Management programs
- Audit of the QA and QC procedures of the Design Build contractor
- Program of monthly site inspections to support quality audit and monthly reporting
- Agree the procedures for the resolution of comments arising from inspections and establish tracking register of outstanding issues
- Identify the party responsible for the production of the documentary evidence of compliance with statutory and regulatory matters; require that this role is performed
- Comprehensive understanding of Project Co schedule and milestone completion events; monitor the project schedule

- Audit the project safety program
- An agreed program for conducting final inspections, testing, commissioning and the provision of As Built and Maintenance and Operations manuals

Critical Issues and Resolution

Our methodology and approach to our Independent Certifier role provides a proactive involvement during the design and construction phases of the project.

The key issues that we foresee having a potentially deleterious effect upon the project are:

Issue	Identification & Resolution
Scope	<p>Clear understanding by IC of Project Agreement (PA) and output specification.</p> <p>Close participation in design process and confirmation of project scope.</p> <p>Detailed monthly inspections of project progress.</p> <p>Appointment of experienced staff by IC who are capable and experienced in health care projects of this size and character.</p>
Quality	<p>Confirmation of Design Build contractor's Quality Assurance and Quality Control procedures.</p> <p>Audit of quality control and notification, as required, of delinquent parties. (Note: The Audit will be an assessment of the quality control procedures, with random sampling to ensure that the procedures are in fact being carried out by Project Co.)</p> <p>Final inspection procedures.</p> <p>Compliance with regulatory and statutory requirements.</p> <p>Appointment of experienced staff by IC who are capable and experienced in health care projects of this size and character.</p>
Schedule	<p>Require that Project Co and the Design Build contractor provide detailed project schedules in a format that will allow "drilling down" to validate that schedule activities, logic and durations will meet the required Service Commencement date.</p> <p>Regularly audit the project progress to confirm schedule conformance.</p> <p>Appointment by the IC of an experienced staff member with many years of schedule monitoring experience.</p>
Reporting	<p>A key requirement for the IC is regular comprehensive, accurate and detailed reporting; BTY Group's reporting model is recognized as a benchmark in the industry. We will document issues as they arise and provide the tracking procedures to require resolution. BTY Group's IC project team will feed their specialized reporting</p>

	by project component and trade discipline into our comprehensive monthly report.
Service Commencement	<p>The fundamental test for the completion of the project will be the meeting of the established criteria for Service Commencement.</p> <p>At a very early stage in the project we will tabulate and list all of the criteria that will satisfy the completion protocol. We will list all of the interim and final inspections that are required and require consensus between the parties of the criteria that will trigger Service Commencement. We will agree upon those items that are fundamental to this milestone and agree upon the class of items that may be considered to be deficiencies, and not delay Service Commencement. Our IC staff are experienced in this process and have the industry recognition to be respected by project peers. As each test or inspection is satisfactorily concluded the IC will sign and date the item in the completion protocol. In this way there will be a real-time understanding of outstanding items that need to be tested, retested or certified prior to the anticipated Service Commencement date.</p>

**SCHEDULE 2
FEE**

Base Fee

Monthly Inspection, Reporting and Payment Certification: **DELETED**

All Functions related to Service Commencement: **DELETED**

The fee for any additional Functions, including a Functions Variation under Section 8.4(a)(2) of this Agreement, will be the hourly rates set out below:

- (a) Team Member Base Rate:
 - (1) Partner **DELETED**
 - (2) Senior Associate **DELETED**
 - (3) Senior Consultant **DELETED**

These rates and fees for monthly inspection and reporting are set for the period of June 2009 to December 31, 2009. The Independent Certifier will review its hourly rates and monthly fees on an annual basis and adjustments will be made as necessary to reflect cost of living changes.

Disbursements

Disbursements for reimbursable expenses such as courier charges, document printing, drawing reproduction and travel will be charged at **DELETED** for administration and handling.

Taxes

All of our fees, disbursements and charges for Functions commissioned by hourly rates are subject to GST.

**SCHEDULE 3
INDEPENDENT CERTIFIER PERSONNEL**

Project Personnel

The roles and responsibilities of the Independent Certifier Personnel are as follows:

- (a) Gord Smith - Partner

The Independent Certifier will not use the partner listed in this Schedule 3, as such individual may be changed from time to time in accordance with Section 3.9 of this Agreement, to perform any of the services of the Authority's Technical Advisor appointed pursuant to the Funding Agreement.

APPENDIX 2B

REVIEW PROCEDURE

1. SUBMITTALS

The provisions of this Appendix 2B will apply to any and all items, documents and anything else required or specified by this Agreement, including Section 5.2 (Design Process) of this Schedule, in respect of the Design and the Construction to be submitted to, reviewed, accepted or otherwise processed by the Authority prior to Service Commencement or after Service Commencement in respect of the completion of Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “**Submittal**” or “**Submittals**” as applicable).

2. SUBMITTAL SCHEDULE

- (a) The parties agree that the schedule for Submittals (the “**Submittal Schedule**”) is attached as Attachment 1 to this Appendix 2B. The Submittal Schedule may be amended by agreement of the parties in accordance with the terms of this Section 2. Any amendment to the Submittal Schedule will provide for a progressive and orderly flow of Submittals from Project Co to the Authority as appropriate to allow sufficient time for review of each Submittal by the Authority, taking into account both the resources necessary to be available to the Authority to conduct such review (as anticipated by or inferred from the Submittal Schedule attached as Attachment 1 to this Appendix 2B to this Schedule) and any user group consultations in accordance with the User Group Protocol.
- (b) Unless a longer period is required by this Agreement or is otherwise reasonably required by the Authority, the Submittal Schedule will allow a minimum of:
 - (1) 15 Business Days for review of Submittals submitted in relation to the Design pursuant to this Schedule, or
 - (2) 10 Business Days for other Submittals,from the date of receipt for review of and response to each Submittal, provided that if Project Co 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 2.
- (c) Project Co 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 Project Co to make changes to the Submittals, the Design and the Construction that may be required if comments are received on the Submittals.
- (d) If the Submittal Schedule indicates that a large number of Submittals will be made at one time, the Authority may request a longer period for review or a staggering of the Submittals, and Project Co will revise the Submittal Schedule accordingly, taking into

account both the availability of resources required by the Authority to conduct such review and whether delay in the review of the subject matter of the Submittal will have a material impact on Project Co's ability to progress future anticipated Submittals and the Design or Construction in accordance with the Project Schedule.

- (e) Project Co will submit the current Submittal Schedule, including amendments, to the Authority on a monthly basis until the Service Commencement Date.
- (f) All amended Submittal Schedules will be required to meet all the requirements of this Section 2.
- (g) Project Co will submit all Submittals to the Authority in accordance with the current amended Submittal Schedule.
- (h) Project Co will bear the risk of delays and additional costs caused as a result of the late submission of Submittals to the Authority, by Submittals which are rejected and required to be re-submitted in accordance with the terms of this Appendix 2B, or by changes in the Design and Construction required as a result of comments made pursuant to this Appendix 2B.

3. GENERAL REQUIREMENTS FOR SUBMITTALS

- (a) Unless otherwise specified by the Authority, Project Co will issue 4 printed copies of all Submittals to the Authority, together with an electronic copy in a format agreed by the parties acting reasonably.
- (b) Project Co will compile and maintain a register of 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.
- (c) All Submittals will be in English.
- (d) All 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.
- (e) All Submittals will include all documents to be reviewed and will clearly identify the purpose of the Submittal, Project Co's proposed course of action relating to the Submittal and the Design and the Construction that are the subject of the Submittal.
- (f) All Submittals will refer to the relevant provisions of the Design and Construction Specifications, the Services Protocols and Specifications (if applicable) and to any matter that has previously been subject to review.
- (g) All Submittals will 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); revision numbers (if applicable); document or drawing title(s); name of entity that prepared the Submittal;

the Submittal history 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.

4. COMMENTS

- (a) The Authority will review and respond to each Submittal in accordance with the applicable time periods for the Submittal.
- (b) The Authority will return Submittals to Project Co and assign one of the following 3 comments:
 - (1) "REVIEWED";
 - (2) "CORRECT DEFICIENCIES"; or
 - (3) "REJECTED".
- (c) The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of the Authority, conform to the requirements of this Agreement. Project Co will comply with and implement such Submittals.
- (d) The comment "CORRECT DEFICIENCIES" will be assigned to those Submittals that, in the opinion of the Authority, generally conform to the requirements of this Agreement, but in which minor deficiencies have been found and identified by the Authority's review. Project Co will to the extent necessary correct these Submittals and provide a copy of such Submittals to the Authority before Project Co implements the portions of such Submittals that have received comments, but may proceed on the portions of such Submittals that have not received comments. Project Co will comply with and implement such corrected Submittals. If at any time it is discovered that Project Co has not corrected the deficiencies on Submittals that were correctly stamped "CORRECT DEFICIENCIES", then Project Co will be required to modify the Submittals and the relevant Design and the Construction as required to correct the deficiencies and Project Co may be required, at the Authority's discretion, acting reasonably, to resubmit relevant Submittals.
- (e) The comment "REJECTED" will be assigned to those Submittals that, in the opinion of the Authority, acting reasonably, contain significant deficiencies or do not generally conform with the requirements of this Agreement, including this Appendix 2B. Project Co will correct and re-submit these Submittals within 10 Business Days after the comment has been provided to Project Co. The Authority 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 Project Co to proceed. Except with the written consent of the Authority, Project Co will not proceed with any Design or Construction to which such Submittals receiving the comment "REJECTED" relate until Project Co obtains a comment that permits Project Co to proceed.

- (f) The Authority 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 Authority, and Project Co will extend such time for any reasonable requests by the Authority.
- (g) If the Authority does not respond to a Submittal within the applicable time periods for the Submittal, the Submittal will be deemed "REVIEWED" and Project Co 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.
- (h) Where the Authority issues the comment "CORRECT DEFICIENCIES" or "REJECTED", the Authority will provide reasons for the comment, referencing the particulars of the Section(s) of the Project Agreement (including the Design and Construction Specifications) that the Submittal fails to satisfy, and if requested by Project Co, the Authority will meet with Project Co to discuss the reasons for the comment.
- (i) If at any time after assigning any comment to a Submittal or where Section 4(g) above has applied, the Authority or Project Co discovers deficiencies or any failure to conform to the requirements of this Agreement, the Authority may revise the comment assigned to any Submittal. If the parties agree or it is determined in accordance with the Dispute Resolution Procedure that the revised comment is correct, Project Co will make all such corrections to the Submittals and the Design and the Construction.
- (j) For the purpose of facilitating and expediting the review and correction of Submittals, the Authority and Project Co's Design or Construction Representative will meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- (k) Where an individual Submittal item is voluminous, the Authority at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages not returned without such an explanation as to their status will be deemed to be "REVIEWED" by the Authority.
- (l) In lieu of returning a Submittal, the Authority may by letter notify Project Co 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 Project Co to identify the correction sought.
- (m) Upon review and comment or deemed review, the Submittals (or if applicable the portions of the Submittals) that Project Co is entitled to proceed with for purposes of the Design and the Construction will be referred to in this Agreement as the "Reviewed Drawings and Specifications".

5. DISPUTES

If Project Co disputes any comment issued by the Authority in respect of a Submittal, including on the basis that the comment is or would result in a Change, Project Co will promptly notify the Authority of the details of such Dispute and will submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Authority 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 Project Co of a revised comment. Nothing in this Section 5 will limit either party's right to refer a Dispute to the Dispute Resolution Procedure.

6. EFFECT OF REVIEW

Any review of and comment by the Authority of any Submittals are for general conformity to the obligations and requirements of this Agreement, and any such review and comment will not relieve Project Co 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 Authority. 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 Project Co's obligations or liabilities in respect of the Design or the Construction under this Agreement or exclude or limit the Authority's rights in respect of the Design and the Construction under this Agreement.

7. SUBMITTAL EXPLANATION

At any time, the Authority may, acting reasonably, require Project Co, including Project Co's consultants, Sub-Contractors, and any other relevant personnel, at no additional cost to the Authority, to explain to the Authority and the Authority's advisors the intent of Project Co's Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Design and Construction Specifications.

8. REVISIONS

- (a) Project Co 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. Correspondence related to such Submittal will reference the reference number and revision number.
- (b) 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. 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.
- (c) 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.

- (d) Project Co will keep all Reviewed Drawings and Specifications current. If any Reviewed Drawings and Specifications are revised as part of a Submittal, all other Reviewed Drawings and Specifications relying on or based on that Reviewed Drawings and Specifications will also be revised accordingly. All such revised Reviewed Drawings and Specifications will also be submitted with the Submittal to which it relates.

9. AUDIT BY THE AUTHORITY

- (a) Without limiting any other right under the Agreement, the Authority will have the right to audit all Submittals, including comparing all Submittals to previous Submittals.
- (b) If during an audit or at any other time it is discovered by the Authority or Project Co that any Submittals were not correctly implemented, Project Co 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 Authority of all such corrections and modifications.

ATTACHMENT 1 (APPENDIX 2B)

SUBMITTAL SCHEDULE

<u>ACTIVITY DESCRIPTION</u>	<u>DURATION</u>	<u>START</u>	<u>FINISH</u>
<u>USER GROUP MEETING (Latest Date)</u>	<u>21.5 days</u>	<u>20/05/2009 8:00</u>	<u>29/03/2010 8:00</u>
<u>STRUCTURAL & ENVELOPE Design Development HOSPITAL(Initial Works Phase)</u>	<u>81 days</u>	<u>20/05/2009 8:00</u>	<u>15/09/2009 8:00</u>
<u>Building Orientation / Elevation and Footprint</u>	15 days	20/05/2009 8:00	10/06/2009 8:00
Meeting #1 Presentation	1 day	20/05/2009 8:00	21/05/2009 8:00
Meeting #2 Formal Submission	1 day	04/06/2009 8:00	05/06/2009 8:00
Meeting #3 Review Sign Off	1 day	09/06/2009 8:00	10/06/2009 8:00
<u>Structural Steel Grid</u>	11 days	10/07/2009 8:00	27/07/2009 8:00
Meeting #1 Presentation	1 day	10/07/2009 8:00	13/07/2009 8:00
Meeting #2 Formal Submission	1 day	15/07/2009 8:00	16/07/2009 8:00
Meeting #3 Review Sign Off	1 day	24/07/2009 8:00	27/07/2009 8:00
<u>Metal Deck</u>	28 days	22/07/2009 8:00	01/09/2009 8:00
Meeting #1 Presentation	1 day	22/07/2009 8:00	23/07/2009 8:00
Meeting #2 Formal Submission	1 day	07/08/2009 8:00	10/08/2009 8:00
Meeting #3 Review Sign Off	1 day	31/08/2009 8:00	01/09/2009 8:00
<u>Envelope and Glazing (Material)</u>	18 days	19/08/2009 8:00	15/09/2009 8:00
Meeting #1 Presentation	1 day	19/08/2009 8:00	20/08/2009 8:00
Meeting #2 Formal Submission	1 day	27/08/2009 8:00	28/08/2009 8:00
Meeting #3 Review Sign Off	1 day	14/09/2009 8:00	15/09/2009 8:00
Level 0	180 days	09/07/2009 8:00	29/03/2010 8:00
<u>AREA A (Early Delivery Packages)</u>	<u>101 days</u>	<u>09/07/2009 8:00</u>	<u>02/12/2009 17:00</u>
<u>Mechanical Room 1</u>	41 days	05/10/2009 8:00	02/12/2009 17:00
Meeting #1 Presentation	1 day	05/10/2009 8:00	05/10/2009 17:00
Meeting #2 Formal Submission	1 day	02/11/2009 8:00	03/11/2009 8:00
Meeting #3 Review Sign Off	1 day	02/12/2009 8:00	02/12/2009 17:00
<u>Electrical Room 1</u>	41 days	05/10/2009 8:00	02/12/2009 17:00
Meeting #1 Presentation	1 day	05/10/2009 8:00	05/10/2009 17:00
Meeting #2 Formal Submission	1 day	02/11/2009 8:00	03/11/2009 8:00
Meeting #3 Review Sign Off	1 day	02/12/2009 8:00	02/12/2009 17:00
<u>Mechanical Room 2 (HVAC)</u>	101 days	09/07/2009 8:00	02/12/2009 17:00
<u>Underground Drainage</u>	10 days	09/07/2009 8:00	23/07/2009 8:00
Meeting #1 Presentation	2 days	09/07/2009 8:00	10/07/2009 17:00
Meeting #2 Formal Submission	1 day	14/07/2009 8:00	15/07/2009 8:00
Meeting #3 Review Sign Off	1 day	22/07/2009 8:00	23/07/2009 8:00
<u>Air Handling Units</u>	41 days	05/10/2009 8:00	02/12/2009 17:00
Meeting #1 Presentation	1 day	05/10/2009 8:00	05/10/2009 17:00
Meeting #2 Formal Submission	1 day	02/11/2009 8:00	03/11/2009 8:00
Meeting #3 Review Sign Off	1 day	02/12/2009 8:00	02/12/2009 17:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

<u>Mechanical Room 3 MED GAS</u>			
Meeting #1 Presentation	05/10/2009 8:00	41 days	02/12/2009 17:00
Meeting #2 Formal Submission	05/10/2009 8:00	1 day	05/10/2009 17:00
Meeting #3 Review Sign Off	02/11/2009 8:00	1 day	03/11/2009 8:00
	02/12/2009 8:00	1 day	02/12/2009 17:00
<u>AREA B (FM & Bio-Med) - Dept. Layout</u>			
Meeting #1 Presentation	05/10/2009 8:00	20 days	02/11/2009 17:00
Meeting #2 Formal Submission	05/10/2009 8:00	3 days	07/10/2009 17:00
Meeting #3 Review Sign Off	16/10/2009 8:00	1 day	19/10/2009 8:00
	02/11/2009 8:00	1 day	02/11/2009 17:00
<u>AREA B (FM & Bio-Med) - Room Elevation</u>			
Meeting #1 Presentation	02/11/2009 8:00	20 days	30/11/2009 17:00
Meeting #2 Formal Submission	02/11/2009 8:00	0 days	02/11/2009 8:00
Meeting #3 Review Sign Off	16/11/2009 17:00	0 days	16/11/2009 17:00
	30/11/2009 17:00	0 days	30/11/2009 17:00
<u>AREA B (SPD only) - Dept. Layout</u>			
Meeting #1 Presentation	01/02/2010 8:00	20 days	01/03/2010 8:00
Meeting #2 Formal Submission	01/02/2010 8:00	0 days	01/02/2010 8:00
Meeting #3 Review Sign Off	15/02/2010 8:00	0 days	15/02/2010 8:00
	01/03/2010 8:00	0 days	01/03/2010 8:00
<u>AREA B (SPD only) - Room Elevation</u>			
Meeting #1 Presentation	01/03/2010 8:00	20 days	29/03/2010 8:00
Meeting #2 Formal Submission	01/03/2010 8:00	0 days	01/03/2010 8:00
Meeting #3 Review Sign Off	15/03/2010 8:00	0 days	15/03/2010 8:00
	29/03/2010 8:00	0 days	29/03/2010 8:00
<u>AREA C (Laundry, Server/UPS, Simulation / Meeting) - Dept Layout</u>			
Meeting #1 Presentation	05/01/2010 8:00	20 days	01/02/2010 17:00
Meeting #2 Formal Submission	05/01/2010 8:00	1 day	06/01/2010 8:00
Meeting #3 Review Sign Off	15/01/2010 8:00	1 day	18/01/2010 8:00
	01/02/2010 8:00	1 day	01/02/2010 17:00
<u>AREA C (Laundry, Server/UPS, Simulation / Meeting) - Room Elevations</u>			
Meeting #1 Presentation	01/02/2010 8:00	20 days	01/03/2010 8:00
Meeting #2 Formal Submission	01/02/2010 8:00	0 days	01/02/2010 8:00
Meeting #3 Review Sign Off	15/02/2010 8:00	0 days	15/02/2010 8:00
	01/03/2010 8:00	0 days	01/03/2010 8:00
<u>AREA D (JBC, Morgue, Food Services, Shipping & Receiving) - Dept Layout</u>			
Meeting #1 Presentation	31/12/2009 8:00	22 days	01/02/2010 17:00
Meeting #2 Formal Submission	31/12/2009 8:00	1 day	31/12/2009 17:00
Meeting #3 Review Sign Off	15/01/2010 8:00	1 day	18/01/2010 8:00
	01/02/2010 8:00	1 day	01/02/2010 17:00
<u>AREA D (JBC, Morgue, Food Services, Shipping & Receiving) - Room Elevations</u>			
Meeting #1 Presentation	01/02/2010 8:00	20 days	01/03/2010 8:00
Meeting #2 Formal Submission	01/02/2010 8:00	0 days	01/02/2010 8:00
Meeting #3 Review Sign Off	15/02/2010 8:00	0 days	15/02/2010 8:00
	01/03/2010 8:00	0 days	01/03/2010 8:00
<u>AREA E (Lab, Pharmacy, Staff Support, Med Records, Misc Support) - Dept Layout</u>			
Meeting #1 Presentation	28/01/2010 8:00	23 days	01/03/2010 17:00
Meeting #2 Formal Submission	28/01/2010 8:00	1 day	29/01/2010 8:00
Meeting #3 Review Sign Off	12/02/2010 8:00	1 day	15/02/2010 8:00
	01/03/2010 8:00	1 day	01/03/2010 17:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

<u>AREA E (Lab, Pharmacy, Staff Support, Med Records, Misc Support) - Room Elevations</u>			
Meeting #1 Presentation	20 days	01/03/2010 8:00	29/03/2010 8:00
Meeting #2 Formal Submission	0 days	01/03/2010 8:00	01/03/2010 8:00
Meeting #3 Review Sign Off	0 days	15/03/2010 8:00	15/03/2010 8:00
	0 days	29/03/2010 8:00	29/03/2010 8:00
<u>Level 1</u>	<u>121 days</u>	<u>03/09/2009 8:00</u>	<u>26/02/2010 17:00</u>
<u>AREA F (Maternity) - Dept Layout</u>	<u>23 days</u>	<u>03/09/2009 8:00</u>	<u>06/10/2009 17:00</u>
Meeting #1 Presentation	1 day	03/09/2009 8:00	04/09/2009 8:00
Meeting #2 Formal Submission	1 day	21/09/2009 8:00	22/09/2009 8:00
Meeting #3 Review Sign Off	1 day	06/10/2009 8:00	06/10/2009 17:00
<u>AREA F (Maternity) - Room Elevations</u>	<u>20 days</u>	<u>06/10/2009 8:00</u>	<u>03/11/2009 17:00</u>
Meeting #1 Presentation	0 days	06/10/2009 8:00	06/10/2009 8:00
Meeting #2 Formal Submission	0 days	21/10/2009 8:00	21/10/2009 8:00
Meeting #3 Review Sign Off	0 days	03/11/2009 17:00	03/11/2009 17:00
<u>AREA G (OR's, PARR) - Dept Layout</u>	<u>23 days</u>	<u>03/09/2009 8:00</u>	<u>06/10/2009 17:00</u>
Meeting #1 Presentation	1 day	03/09/2009 8:00	04/09/2009 8:00
Meeting #2 Formal Submission	1 day	21/09/2009 8:00	22/09/2009 8:00
Meeting #3 Review Sign Off	1 day	06/10/2009 8:00	06/10/2009 17:00
<u>AREA G (OR's, PARR) - Room Elevations</u>	<u>20 days</u>	<u>06/10/2009 8:00</u>	<u>03/11/2009 17:00</u>
Meeting #1 Presentation	0 days	06/10/2009 8:00	06/10/2009 8:00
Meeting #2 Formal Submission	0 days	21/10/2009 8:00	21/10/2009 8:00
Meeting #3 Review Sign Off	0 days	03/11/2009 17:00	03/11/2009 17:00
<u>AREA H (ICU & Day Surgery) - Dept Layout</u>	<u>23 days</u>	<u>03/09/2009 8:00</u>	<u>06/10/2009 17:00</u>
Meeting #1 Presentation	1 day	03/09/2009 8:00	04/09/2009 8:00
Meeting #2 Formal Submission	1 day	21/09/2009 8:00	22/09/2009 8:00
Meeting #3 Review Sign Off	1 day	06/10/2009 8:00	06/10/2009 17:00
<u>AREA H (ICU & Day Surgery) - Room Elevations</u>	<u>20 days</u>	<u>06/10/2009 8:00</u>	<u>03/11/2009 17:00</u>
Meeting #1 Presentation	0 days	06/10/2009 8:00	06/10/2009 8:00
Meeting #2 Formal Submission	0 days	21/10/2009 8:00	21/10/2009 8:00
Meeting #3 Review Sign Off	0 days	03/11/2009 17:00	03/11/2009 17:00
<u>AREA I (ER) - Dept Layout</u>	<u>23 days</u>	<u>29/10/2009 8:00</u>	<u>01/12/2009 17:00</u>
Meeting #1 Presentation	1 day	29/10/2009 8:00	30/10/2009 8:00
Meeting #2 Formal Submission	1 day	16/11/2009 8:00	17/11/2009 8:00
Meeting #3 Review Sign Off	1 day	01/12/2009 8:00	01/12/2009 17:00
<u>AREA I (ER) - Room Elevations</u>	<u>20 days</u>	<u>01/12/2009 8:00</u>	<u>30/12/2009 17:00</u>
Meeting #1 Presentation	0 days	01/12/2009 8:00	01/12/2009 8:00
Meeting #2 Formal Submission	0 days	15/12/2009 8:00	15/12/2009 8:00
Meeting #3 Review Sign Off	0 days	30/12/2009 17:00	30/12/2009 17:00
<u>AREA J (DI & Admin) - Dept Layout</u>	<u>20 days</u>	<u>03/11/2009 8:00</u>	<u>01/12/2009 17:00</u>
Meeting #1 Presentation	0 days	03/11/2009 8:00	03/11/2009 8:00
Meeting #2 Formal Submission	0 days	18/11/2009 8:00	18/11/2009 8:00
Meeting #3 Review Sign Off	0 days	01/12/2009 17:00	01/12/2009 17:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

AREA J (DI & Admin) - Room Elevations			
Meeting #1 Presentation	01/12/2009 8:00	01/12/2009 17:00	30/12/2009 17:00
Meeting #2 Formal Submission	15/12/2009 8:00	15/12/2009 8:00	15/12/2009 8:00
Meeting #3 Review Sign Off	30/12/2009 17:00	30/12/2009 17:00	30/12/2009 17:00
AREA K (Ambulatory) - Dept Layout			
Meeting #1 Presentation	04/01/2010 8:00	04/01/2010 8:00	01/02/2010 8:00
Meeting #2 Formal Submission	18/01/2010 8:00	18/01/2010 8:00	04/01/2010 8:00
Meeting #3 Review Sign Off	01/02/2010 8:00	01/02/2010 8:00	01/02/2010 8:00
AREA K (Ambulatory) - Room Elevations			
Meeting #1 Presentation	01/02/2010 8:00	01/02/2010 8:00	26/02/2010 17:00
Meeting #2 Formal Submission	15/02/2010 8:00	15/02/2010 8:00	01/02/2010 8:00
Meeting #3 Review Sign Off	26/02/2010 17:00	26/02/2010 17:00	26/02/2010 17:00
LEVEL 2			
AREA L (IPU) - Dept Layout			
Meeting #1 Presentation	02/11/2009 8:00	02/11/2009 8:00	30/12/2009 17:00
Meeting #2 Formal Submission	17/11/2009 8:00	17/11/2009 8:00	01/12/2009 8:00
Meeting #3 Review Sign Off	01/12/2009 8:00	01/12/2009 8:00	02/11/2009 8:00
AREA L (IPU) - Room Elevations			
Meeting #1 Presentation	01/12/2009 8:00	01/12/2009 8:00	30/12/2009 17:00
Meeting #2 Formal Submission	15/12/2009 8:00	15/12/2009 8:00	01/12/2009 8:00
Meeting #3 Review Sign Off	30/12/2009 17:00	30/12/2009 17:00	30/12/2009 17:00
AREA M (IPU) - Dept Layout			
Meeting #1 Presentation	02/11/2009 8:00	02/11/2009 8:00	01/12/2009 8:00
Meeting #2 Formal Submission	17/11/2009 8:00	17/11/2009 8:00	02/11/2009 8:00
Meeting #3 Review Sign Off	01/12/2009 8:00	01/12/2009 8:00	17/11/2009 8:00
AREA M (IPU) - Room Elevations			
Meeting #1 Presentation	01/12/2009 8:00	01/12/2009 8:00	30/12/2009 17:00
Meeting #2 Formal Submission	15/12/2009 8:00	15/12/2009 8:00	01/12/2009 8:00
Meeting #3 Review Sign Off	30/12/2009 17:00	30/12/2009 17:00	30/12/2009 17:00
Residential Care Structure INITIAL WORKS			
Wood Frame Structure			
Meeting #1 Presentation	22/07/2009 8:00	22/07/2009 8:00	01/09/2009 17:00
Meeting #2 Formal Submission	23/07/2009 8:00	23/07/2009 8:00	01/09/2009 17:00
Meeting #3 Review Sign Off	10/08/2009 8:00	10/08/2009 8:00	24/07/2009 8:00
Structural Slab & Piling			
Meeting #1 Presentation	22/07/2009 8:00	22/07/2009 8:00	01/09/2009 17:00
Meeting #2 Formal Submission	22/07/2009 8:00	22/07/2009 8:00	31/08/2009 17:00
Meeting #3 Review Sign Off	07/08/2009 8:00	07/08/2009 8:00	23/07/2009 8:00
Envelope & Windows			
Meeting #1 Presentation	22/07/2009 8:00	22/07/2009 8:00	01/09/2009 17:00
			31/08/2009 17:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

Meeting #2 Formal Submission	1 day	07/08/2009 8:00	10/08/2009 8:00
Meeting #3 Review Sign Off	1 day	31/08/2009 8:00	31/08/2009 17:00
<u>RESIDENTIAL CARE HOUSE A FINISHES</u>			
HOUSE A LEVEL OA - Dept Layout	43 days	26/11/2009 8:00	29/01/2010 8:00
Meeting #1 Presentation	23 days	26/11/2009 8:00	31/12/2009 8:00
Meeting #2 Formal Submission	1 day	26/11/2009 8:00	27/11/2009 8:00
Meeting #3 Review Sign Off	1 day	11/12/2009 8:00	14/12/2009 8:00
	1 day	30/12/2009 8:00	31/12/2009 8:00
<u>HOUSE A LEVEL OA - Room Elevations</u>			
Meeting #1 Presentation	20 days	31/12/2009 8:00	29/01/2010 8:00
Meeting #2 Formal Submission	0 days	31/12/2009 8:00	31/12/2009 8:00
Meeting #3 Review Sign Off	0 days	15/01/2010 8:00	15/01/2010 8:00
	0 days	29/01/2010 8:00	29/01/2010 8:00
<u>HOUSE A LEVEL 1 - Dept Layouts</u>			
Meeting #1 Presentation	23 days	26/11/2009 8:00	31/12/2009 8:00
Meeting #2 Formal Submission	1 day	26/11/2009 8:00	27/11/2009 8:00
Meeting #3 Review Sign Off	1 day	11/12/2009 8:00	14/12/2009 8:00
	1 day	30/12/2009 8:00	31/12/2009 8:00
<u>HOUSE A LEVEL 1 - Room Elevations</u>			
Meeting #1 Presentation	20 days	31/12/2009 8:00	29/01/2010 8:00
Meeting #2 Formal Submission	0 days	31/12/2009 8:00	31/12/2009 8:00
Meeting #3 Review Sign Off	0 days	15/01/2010 8:00	15/01/2010 8:00
	0 days	29/01/2010 8:00	29/01/2010 8:00
<u>RESIDENTIAL CARE HOUSE B FINISHES</u>			
HOUSE B LEVEL 1 - Dept Layouts	43 days	26/11/2009 8:00	29/01/2010 8:00
Meeting #1 Presentation	23 days	26/11/2009 8:00	31/12/2009 8:00
Meeting #2 Formal Submission	1 day	26/11/2009 8:00	27/11/2009 8:00
Meeting #3 Review Sign Off	1 day	11/12/2009 8:00	14/12/2009 8:00
	1 day	30/12/2009 8:00	31/12/2009 8:00
<u>HOUSE B LEVEL 1 - Room Elevations</u>			
Meeting #1 Presentation	20 days	31/12/2009 8:00	29/01/2010 8:00
Meeting #2 Formal Submission	0 days	31/12/2009 8:00	31/12/2009 8:00
Meeting #3 Review Sign Off	0 days	15/01/2010 8:00	15/01/2010 8:00
	0 days	29/01/2010 8:00	29/01/2010 8:00
<u>HOUSE B LEVEL 2 - Dept Layouts</u>			
Meeting #1 Presentation	23 days	26/11/2009 8:00	31/12/2009 8:00
Meeting #2 Formal Submission	1 day	26/11/2009 8:00	27/11/2009 8:00
Meeting #3 Review Sign Off	1 day	11/12/2009 8:00	14/12/2009 8:00
	1 day	30/12/2009 8:00	31/12/2009 8:00
<u>HOUSE B LEVEL 2 - Room Elevations</u>			
Meeting #1 Presentation	20 days	31/12/2009 8:00	29/01/2010 8:00
Meeting #2 Formal Submission	0 days	31/12/2009 8:00	31/12/2009 8:00
Meeting #3 Review Sign Off	0 days	15/01/2010 8:00	15/01/2010 8:00
	0 days	29/01/2010 8:00	29/01/2010 8:00
<u>DESIGN DEVELOPMENT DRAWINGS SIGN OFF</u>			
<u>STRUCTURAL & ENVELOPE Design Development</u>			
Building Orientation & Elevation	201 days	09/06/2009 8:00	29/03/2010 8:00
Structural steel Anchor bolts	87 days	09/06/2009 8:00	14/10/2009 8:00
	1 day	09/06/2009 8:00	10/06/2009 8:00
	10 days	24/06/2009 8:00	09/07/2009 8:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

Structural Steel	20 days	26/06/2009 8:00	27/07/2009 8:00
Metal Deck	20 days	01/09/2009 8:00	30/09/2009 8:00
Envelope and Glazing Material	20 days	15/09/2009 8:00	14/10/2009 8:00
Residential_Cars Structure	158 days	04/08/2009 8:00	22/03/2010 8:00
Wood Frame Structure	20 days	04/08/2009 8:00	31/08/2009 17:00
Structural Slab & Piling	20 days	04/08/2009 8:00	31/08/2009 17:00
Envelope & Windows	20 days	04/08/2009 8:00	31/08/2009 17:00
Internal Finishes	180 days	22/02/2010 8:00	22/03/2010 8:00
Level 0	101 days	09/07/2009 8:00	29/03/2010 8:00
AREA A	40 days	09/07/2009 8:00	02/12/2009 17:00
DD Sign Off	40 days	05/10/2009 8:00	01/12/2009 17:00
Mechanical Room 1	40 days	05/10/2009 8:00	02/12/2009 8:00
Heat Rejection Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
Chilled Water Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
Heat Exchangers	40 days	05/10/2009 8:00	02/12/2009 8:00
Heat Reclaim Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
Heat Rejection Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
Condenser Water Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
Condenser Water Treatment	40 days	05/10/2009 8:00	02/12/2009 8:00
Compressor Chillers	40 days	05/10/2009 8:00	02/12/2009 8:00
Domestic Water Booster	40 days	05/10/2009 8:00	02/12/2009 8:00
Water Softener	40 days	05/10/2009 8:00	02/12/2009 8:00
Air Compressor	40 days	05/10/2009 8:00	02/12/2009 8:00
Pumps	40 days	05/10/2009 8:00	02/12/2009 8:00
HW Boilers	40 days	05/10/2009 8:00	02/12/2009 8:00
Steam Boilers	40 days	05/10/2009 8:00	02/12/2009 8:00
Expansion Tanks	40 days	05/10/2009 8:00	02/12/2009 8:00
Electrical Room 1	40 days	05/10/2009 8:00	02/12/2009 8:00
Transformers	40 days	05/10/2009 8:00	02/12/2009 8:00
High Voltage Switch Gear	40 days	05/10/2009 8:00	02/12/2009 8:00
600V Switch Gear	40 days	05/10/2009 8:00	02/12/2009 8:00
EM 600V Switch Gear	40 days	05/10/2009 8:00	02/12/2009 8:00
Transfer Switches	40 days	05/10/2009 8:00	02/12/2009 8:00
Generator Switch Gear	40 days	05/10/2009 8:00	02/12/2009 8:00
Capacitor Banks	101 days	09/07/2009 8:00	02/12/2009 17:00
Mechanical Room 2 (HVAC)	101 days	09/07/2009 8:00	02/12/2009 17:00
Air Handling Units	10 days	09/07/2009 8:00	23/07/2009 8:00
Underground Drainage	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 1	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 2	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 3	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 4	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 5	40 days	05/10/2009 8:00	02/12/2009 8:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

AHU - 6 Roof	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 7	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 8	40 days	06/10/2009 8:00	02/12/2009 17:00
AHU - 9	40 days	05/10/2009 8:00	02/12/2009 8:00
AHU - 10 Roof	40 days	05/10/2009 8:00	02/12/2009 8:00
AHU - 11 RC	40 days	05/10/2009 8:00	02/12/2009 8:00
AHU - 12 RC	40 days	05/10/2009 8:00	02/12/2009 8:00
<u>Mechanical Room 3 MED.GAS</u>	40 days	05/10/2009 8:00	02/12/2009 8:00
Medical Air	40 days	05/10/2009 8:00	02/12/2009 8:00
Medical Vacuum	40 days	05/10/2009 8:00	02/12/2009 8:00
Med Gas Manifolds	39 days	05/10/2009 8:00	30/11/2009 17:00
<u>AREA B (FM & Bio-Med)</u>	20 days	05/10/2009 8:00	02/11/2009 17:00
DD Department Layout Sign Off	20 days	02/11/2009 8:00	30/11/2009 17:00
DD Room Elevations Sign Off	40 days	01/02/2010 8:00	29/03/2010 8:00
<u>AREA B (Sterile Processing Dept)</u>	20 days	01/02/2010 8:00	01/03/2010 8:00
DD Department Layout Sign Off	20 days	01/03/2010 8:00	29/03/2010 8:00
DD Room Elevations Sign Off	40 days	04/01/2010 8:00	01/03/2010 8:00
<u>AREA C (Laundry, Server/UPS, Simulation / Meeting)</u>	20 days	04/01/2010 8:00	01/02/2010 8:00
DD Department Layout Sign Off	20 days	01/02/2010 8:00	01/03/2010 8:00
DD Room Elevations Sign Off	40 days	04/01/2010 8:00	01/03/2010 8:00
<u>AREA D (JBC, Morgue, Food Services, Shipping & Receiving)</u>	20 days	04/01/2010 8:00	01/02/2010 8:00
DD Department Layout Sign Off	20 days	01/02/2010 8:00	01/03/2010 8:00
DD Room Elevations Sign Off	40 days	01/02/2010 8:00	29/03/2010 8:00
<u>AREA E (Lab, Pharmacy, Staff Support, Med Records, Misc Support)</u>	20 days	01/02/2010 8:00	01/03/2010 8:00
DD Department Layout Sign Off	20 days	01/03/2010 8:00	29/03/2010 8:00
DD Room Elevations Sign Off	119 days	08/09/2009 8:00	26/02/2010 17:00
<u>Level 1</u>	40 days	08/09/2009 8:00	03/11/2009 17:00
<u>AREA F (Maternity)</u>	20 days	08/09/2009 8:00	06/10/2009 8:00
DD Department Layout Sign Off	20 days	06/10/2009 8:00	03/11/2009 17:00
DD Room Elevation Sign Off	40 days	08/09/2009 8:00	03/11/2009 17:00
<u>AREA G (OR's, PARR)</u>	20 days	08/09/2009 8:00	06/10/2009 8:00
DD Department Layout Sign Off	20 days	06/10/2009 8:00	03/11/2009 17:00
DD Room Elevation Sign Off	40 days	08/09/2009 8:00	03/11/2009 17:00
<u>AREA H (ICU & Day Surgery)</u>	20 days	08/09/2009 8:00	06/10/2009 8:00
DD Department Layout Sign Off	20 days	06/10/2009 8:00	03/11/2009 17:00
DD Room Elevation Sign Off	40 days	02/11/2009 8:00	30/12/2009 17:00
<u>AREA I (ER)</u>	20 days	02/11/2009 8:00	01/12/2009 8:00
DD Department Layout Sign Off	20 days	01/12/2009 8:00	30/12/2009 17:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

DD Room Elevation Sign Off	40 days	02/11/2009 8:00	30/12/2009 17:00
AREA J (DI & Admin)			
DD Department Layout Sign Off	20 days	02/11/2009 8:00	01/12/2009 8:00
DD Room Elevation Sign Off	40 days	04/01/2010 8:00	26/02/2010 17:00
AREA K (Ambulatory)			
DD Department Layout Sign Off	20 days	04/01/2010 8:00	01/02/2010 8:00
DD Room Elevation Sign Off	40 days	02/11/2009 8:00	30/12/2009 17:00
LEVEL 2			
DD Department Layout Sign Off	20 days	02/11/2009 8:00	01/12/2009 8:00
DD Room Elevations Sign Off	40 days	02/11/2009 8:00	30/12/2009 17:00
AREA M (IPU)			
DD Department Layout Sign Off	20 days	02/11/2009 8:00	01/12/2009 8:00
DD Room Elevations Sign Off	40 days	01/12/2009 8:00	29/01/2010 8:00
RESIDENTIAL CARE HOUSE A			
DD Department Layout Sign Off	20 days	01/12/2009 8:00	29/01/2010 8:00
DD Room Elevations Sign Off	40 days	01/12/2009 8:00	29/01/2010 8:00
HOUSE A LEVEL 0A			
DD Department Layout Sign Off	20 days	01/12/2009 8:00	31/12/2009 8:00
DD Room Elevations Sign Off	40 days	01/12/2009 8:00	29/01/2010 8:00
HOUSE A LEVEL 1			
DD Department Layout Sign Off	20 days	01/12/2009 8:00	31/12/2009 8:00
DD Room Elevations Sign Off	40 days	01/12/2009 8:00	29/01/2010 8:00
RESIDENTIAL CARE HOUSE B			
HOUSE B LEVEL 1			
DD Department Layout Sign Off	20 days	01/12/2009 8:00	29/01/2010 8:00
DD Room Elevations Sign Off	40 days	01/12/2009 8:00	29/01/2010 8:00
HOUSE B LEVEL 2			
DD Department Layout Sign Off	20 days	01/12/2009 8:00	31/12/2009 8:00
DD Room Elevations Sign Off	289 days	10/06/2009 8:00	05/08/2010 8:00
ISSUED FOR CONSTRUCTION DRAWINGS (Working Dwgs to IFCs)			
STRUCTURAL & ENVELOPE IFC'S HOSPITAL			
Building Orientation & Elevation	116 days	10/06/2009 8:00	26/11/2009 8:00
Structural steel Anchor bolts	3 days	10/06/2009 8:00	15/06/2009 8:00
Structural Steel	2 days	13/07/2009 8:00	15/07/2009 8:00
Metal Deck	20 days	04/08/2009 8:00	01/09/2009 8:00
Envelope and Glazing	20 days	28/10/2009 8:00	26/11/2009 8:00
	218 days	21/10/2009 8:00	19/11/2009 8:00
		27/07/2009 8:00	08/06/2010 17:00
Level 0 HOSPITAL			
AREA A			
Underground Drainage for Mechanical Room 2	201 days	27/07/2009 8:00	14/05/2010 8:00
	5 days	27/07/2009 8:00	04/08/2009 8:00
	30 days	01/04/2010 8:00	14/05/2010 8:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

IFCs Issued	30/11/2009 8:00	11/02/2010 8:00
<u>AREA B (FM & Bio-Med)</u>	30/11/2009 8:00	11/02/2010 8:00
IFCs Issued	29/03/2010 8:00	08/06/2010 17:00
<u>AREA B (Sterile Processing Dept)</u>	29/03/2010 8:00	08/06/2010 17:00
IFCs Issued	01/03/2010 8:00	10/05/2010 17:00
<u>AREA C (Laundry, Server/UPS, Simulation / Meeting)</u>	01/03/2010 8:00	10/05/2010 17:00
IFCs Issued	01/03/2010 8:00	10/05/2010 17:00
<u>AREA D (JBC, Morgue, Food Services, Shipping & Receiving)</u>	01/03/2010 8:00	10/05/2010 17:00
IFCs Issued	29/03/2010 8:00	08/06/2010 17:00
<u>AREA E (Lab, Pharmacy, Staff Support, Med Records, Misc Support)</u>	29/03/2010 8:00	08/06/2010 17:00
IFCs Issued	04/11/2009 8:00	10/05/2010 17:00
<u>Level 1 HOSPITAL</u>	04/11/2009 8:00	19/01/2010 8:00
<u>AREA F (Maternity)</u>	04/11/2009 8:00	19/01/2010 8:00
IFCs Issued	04/11/2009 8:00	18/01/2010 17:00
<u>AREA G (OR's, PARR)</u>	04/11/2009 8:00	18/01/2010 17:00
IFCs Issued	04/11/2009 8:00	18/01/2010 17:00
<u>AREA H (ICU & Day Surgery)</u>	04/11/2009 8:00	18/01/2010 17:00
IFCs Issued	31/12/2009 8:00	11/03/2010 17:00
<u>AREA I (ER)</u>	31/12/2009 8:00	11/03/2010 17:00
IFCs Issued	31/12/2009 8:00	11/03/2010 17:00
<u>AREA J (DI & Admin)</u>	31/12/2009 8:00	11/03/2010 17:00
IFCs Issued	01/03/2010 8:00	10/05/2010 17:00
<u>AREA K (Ambulatory)</u>	01/03/2010 8:00	10/05/2010 17:00
IFCs Issued	31/12/2009 8:00	11/03/2010 17:00
<u>LEVEL 2 HOSPITAL</u>	31/12/2009 8:00	11/03/2010 17:00
<u>AREA L (IPU)</u>	31/12/2009 8:00	11/03/2010 17:00
IFCs Issued	31/12/2009 8:00	11/03/2010 17:00
<u>AREA M (IPU)</u>	31/12/2009 8:00	11/03/2010 17:00
IFCs Issued	31/08/2009 8:00	05/08/2010 8:00
Residential Care	31/08/2009 8:00	14/10/2009 8:00
Wood Frame Structure	01/09/2009 8:00	15/10/2009 8:00
Structural Slab & Piling	01/09/2009 8:00	15/10/2009 8:00
Envelope & Windows	29/03/2010 8:00	05/08/2010 8:00
Internal Finishes (Fixtures and Equipment)	29/01/2010 8:00	26/04/2010 8:00
<u>RESIDENTIAL CARE HOUSE A</u>	29/01/2010 8:00	26/04/2010 8:00
<u>HOUSE A LEVEL QA</u>	29/01/2010 8:00	26/04/2010 8:00

Attachment to Appendix 2B
SUBMITTAL SCHEDULE

IFCs Issued	60 days	29/01/2010 8:00	26/04/2010 8:00
<u>HOUSE A LEVEL 1</u>	60 days	29/01/2010 8:00	26/04/2010 8:00
IFCs Issued	60 days	29/01/2010 8:00	26/04/2010 8:00
<u>RESIDENTIAL CARE HOUSE B</u>	60 days	29/01/2010 8:00	26/04/2010 8:00
<u>HOUSE B LEVEL 1</u>	60 days	29/01/2010 8:00	26/04/2010 8:00
IFCs Issued	60 days	29/01/2010 8:00	26/04/2010 8:00
<u>HOUSE B LEVEL 2</u>	60 days	29/01/2010 8:00	26/04/2010 8:00
IFCs Issued	60 days	29/01/2010 8:00	26/04/2010 8:00

*Note: Dates in this attachment are to be read as being extended by one week to correspond with the Appendix 2F Initial Project Schedule

ATTACHMENT 2 (APPENDIX 2B)

AUTHORITY COMMENTS

Submittal Review

Fort St. John Hospital and Residential Care Facility

Reference: Schematic Design Drawing Package Review Set



Stantec

To: Tom Sparrow
Northern Health Authority

From: John Maccarrone
Stantec

Submittal No: 1
Description: Schematic Design Drawing Package Review Set
Date Received: June 24, 2009
Review Date: July 09, 2009

Description:

This Schematic Design review is inclusive of drawings A000, A001, A003, A006, A101, A102, A103, A104, A105, A106, A107, A108, A131, A132, A133, A134, A135, A136, A233, A234, A237, A303, A304, A310, A311, A312, S001, S100, S101, S102, S103, S104, S105, S106, S107, S200, S201, S202, M000, M001, M011, M021, M022, M023, M031, M041, M042, M043, M301, M302, M311, M312, M321, M322, M331, M401, M600, M601, M611, M621, E100, E101, E102, E103, E104, E105, E106, E107, E400, E401, E700, E701, E702, E703, E800, E801, E802, E803, E804, E805, E806, E807, C101, C202, C203, C204, L101, L102, L103 and L104. All drawings bare the date of June-09 and were received on June 24, 2009 as per Acciona/Stuart Olson's transmittal for Submittal #1 dated June 24, 2009.

1. Review to conclude Schematic Design Phase

Comment By:	Comment	References
SAL (Architecture)	Reviewed: Drawings are acceptable for Schematic Design Phase, except as noted below.	Schematic Design Drawing Package Review Set: June 9, 2009
SCL (Civil)	Reviewed – Deficiency: Deficient number of parking stalls (less than 290) shown on drawing.	DWG # 2V22C-101 - Site Grading
SCL (Civil)	Reviewed - Correct Deficiency: no grading identified along trail or retention pond	DWG # 2V22C-101 - Site Grading

Reference: Schematic Design Drawing Package Review Set

SCL (Civil)	Reviewed - Correct Deficiency: low spot noted along the north connector road with no drainage identified	DWG # 2V22C-101 - Site Grading
SCL (Civil)	Reviewed - Correct Deficiency: Sanitary Service for Residential Care Building A not identified	DWG # 2V22C-103 - Onsite Sanitary
SCL (Civil)	Reviewed - Correct Deficiency: Storm Service for Residential Care Buildings does not correlate with Mechanical drawings	DWG # 2V22C-102 - Onsite Storm
SCL (Civil)	Reviewed - Correct Deficiency: Fire connection to building does not correlate with Mechanical drawings	DWG # 2V22C-104 - Onsite Storm

2. Not Applicable

Comment By:	Comment	References

Reference: Schematic Design Drawing Package Review Set**3. Building Locations and Elevations**

Comment By:	Comment	References
SAL (Landscape)	Reviewed: Our understanding is that this drawing will be updated to reflect an adjusted limit of maintained landscape, agreed July 8, 2009, for attachment to Appendix F.	DWG #L102
SAL (Architecture)	Reviewed: Building Location, foot print and overall size are acceptable.	Architectural Drawing(s)
SAL (Architecture)	Reviewed – Correct Deficiency: Elevations - All elevations reviewed for general intent only. Refinement of elevations shall continue through the Design Development Stage, especially residential character of Residential Care building	Architectural Drawing(s)
SAL (Architecture)	Reviewed – Correct Deficiency: Elevations - Sloped roof forms on Residential Care require refinement during Design Development Stage. Minimal overhangs questioned. No firewalls indicated on elevations (residential care). Some elements such as solar shading indicated with leaders but not drawn on the elevations	DWG # A303, A304

Reference: Schematic Design Drawing Package Review Set

4. Not Applicable

Comment By:	Comment	References

5. Department area locations (excluding Pharmacy and Food Services)

Comment By:	Comment	References
SAL (Architecture)	Reviewed: Department adjacencies and locations within the building footprint are generally acceptable. Room layouts within departments not reviewed. Room layouts shall be refined through the user consultation process during Design development Stage.	
SAL (Architecture)	General Review Comments: 1. This submittal formed part of the Proposal Extracts provided at the conclusion of the Schematic Design stage, prior to Financial Close. It was read in conjunction with a Draft copy of Appendix 2G Proposal Extracts, ISL Addendum 1, and the June 9 Schematic Design drawing set. 2. Total Net Department areas were in general conformance.	

6. Mechanical and Electrical Systems Schematics and Base System configuration

Comment By:	Comment	References
--------------------	----------------	-------------------

Reference: Schematic Design Drawing Package Review Set

<p>SCL (Mechanical & Electrical)</p>	<p>Reviewed – Mechanical and Electrical Systems Schematics and Base System configuration as per the Schematic Design Drawing Package Review Set are acceptable.</p> <p>Electrical drawings did not include floor plans.</p>	<p>M000, M001, M011, M021, M022, M023, M031, M041, M042, M043, M301, M302, M311, M312, M321, M322, M331, M401, M600, M601, M611, M621, E100, E101, E102, E103, E104, E105, E106, E107, E400, E401, E700, E701, E702, E703, E800, E801, E802, E803, E804, E805, E806, E807</p>
<p>SCL (Mechanical)</p>	<p>Reviewed – Correct Deficiency: Coordinate locations of utility locations (example: storm from Residential Care)</p>	<p>M000</p>

Stantec

July 9, 2009
Tom Sparrow
Page 6 of 6

Reference: Schematic Design Drawing Package Review Set

7. Universal Structural Steel Grid system

Comment By:	Comment	References
SCL (Structural)	Reviewed - Universal Structural Steel Grid system as per the Schematic Design Drawing Package Review Set are acceptable.	DWG # S104, S105, S106, S107
SCL (Structural)	Reviewed – Correct Deficiency: Plan drawings for Residential Units lack grid lines and dimensions	DWG # S104, S105, S106, S107

STANTEC ARCHITECTURE LTD.

Garth Balint, MAIBC, LEED® AP
Senior Architect, Project Manager
garth.balint@stantec.com

Attachment:

APPENDIX 2C

USER CONSULTATION PROCESS

1. USER CONSULTATION PROCESS

- (a) Attached as Attachment 1 is a protocol settled by Project Co's and the Authority's Design Representatives for consultation with the User Consultation Group (the "**User Consultation Protocol**"). The User Consultation Protocol includes:
 - (1) the nature and timing of consultations with specific groups within the User Consultation Group, all of which will be included in the Submittal Schedule;
 - (2) the nature and level of detail of drawings, specifications and other documentation and materials that will be provided prior to and as part of the consultation;
 - (3) the number of consultation meetings, the location of meetings in Fort St. John or as otherwise agreed, and the notice requirements to set meetings, including delivery of Design information in advance for consideration by the groups;
 - (4) minutes and record keeping for the consultation meetings; and
 - (5) the manner in which disputes can be resolved and the Design finalized.
- (b) Unless otherwise agreed, consultation will take place in accordance with the Submittal Schedule at the remainder, if any, of the Schematic Design Phase and the other phases as set out in Section 5.2(b). The timing of the consultation will be subject to the order, breakdown and timing by which Project Co undertakes each of the parts of the phases, provided that Project Co includes a reasonable time for input of the User Consultation Groups.
- (c) The Authority will specify from time to time the particular persons and User Consultation Groups to be consulted.
- (d) The parties will have further consultations with the User Consultation Groups with respect to the Design if any amendments to the Design are proposed or required by reason of a change in Laws, a requirement by the City or result from the Design process set out in Section 5.2 which, in any of the foregoing cases, will have a material effect on the users of the Facility.
- (e) The Authority and Project Co will not be bound by any input or comments provided to Project Co in connection with the consultations with the User Consultation Group unless such input or comments are provided by the Authority to Project Co as a response to a Submittal pursuant to Appendix 2B [Review Procedure].

ATTACHMENT 1 (APPENDIX 2C)
USER CONSULTATION PROTOCOL

ATTACHMENT 1 (APPENDIX 2C)

USER CONSULTATION PROTOCOL

This Protocol describes the principles, process and administrative procedures associated with User Consultation Group consultation within the Design development phase of the Project.

Consultation Principles

- Appropriate consultations with representatives of the User Consultation Group is an essential part of the Design development process.
- User Consultation Group involvement that takes place in accordance with the Submittal Schedule is required to provide meaningful input.
- The Authority is committed to knowledgeable, focused and consistent User Consultation Group input.
- Appropriate User Consultation Group consultation enables Project Co to test Design ideas and receive feedback. Such consultation does not constitute a formal review by the Authority pursuant to Appendix 2B [Review Procedure].
- Project Co will incorporate User Consultation Group feedback as appropriate into the Submittal to which it corresponds.
- If the User Consultation Group provides inconsistent input or input which appears to conflict with the Design, Project Co will seek direction from the Authority's Design Representative as appropriate.

Process

Appropriate consultations with representatives of the User Consultation Group involves the provision of drawings of sufficient detail and clarity to enable feedback. It is intended that User Consultation Group consultation precedes the formal Design review process, as outlined in Appendix 2B [Review Procedure]. See attached flowchart.

All User Consultation Group meetings will be held in Fort St. John unless otherwise agreed by the Authority.

Administrative Procedures

It is intended that User Consultation Group meetings be held ahead of formal Submittals to enable feedback to be incorporated into the Submittal as appropriate.

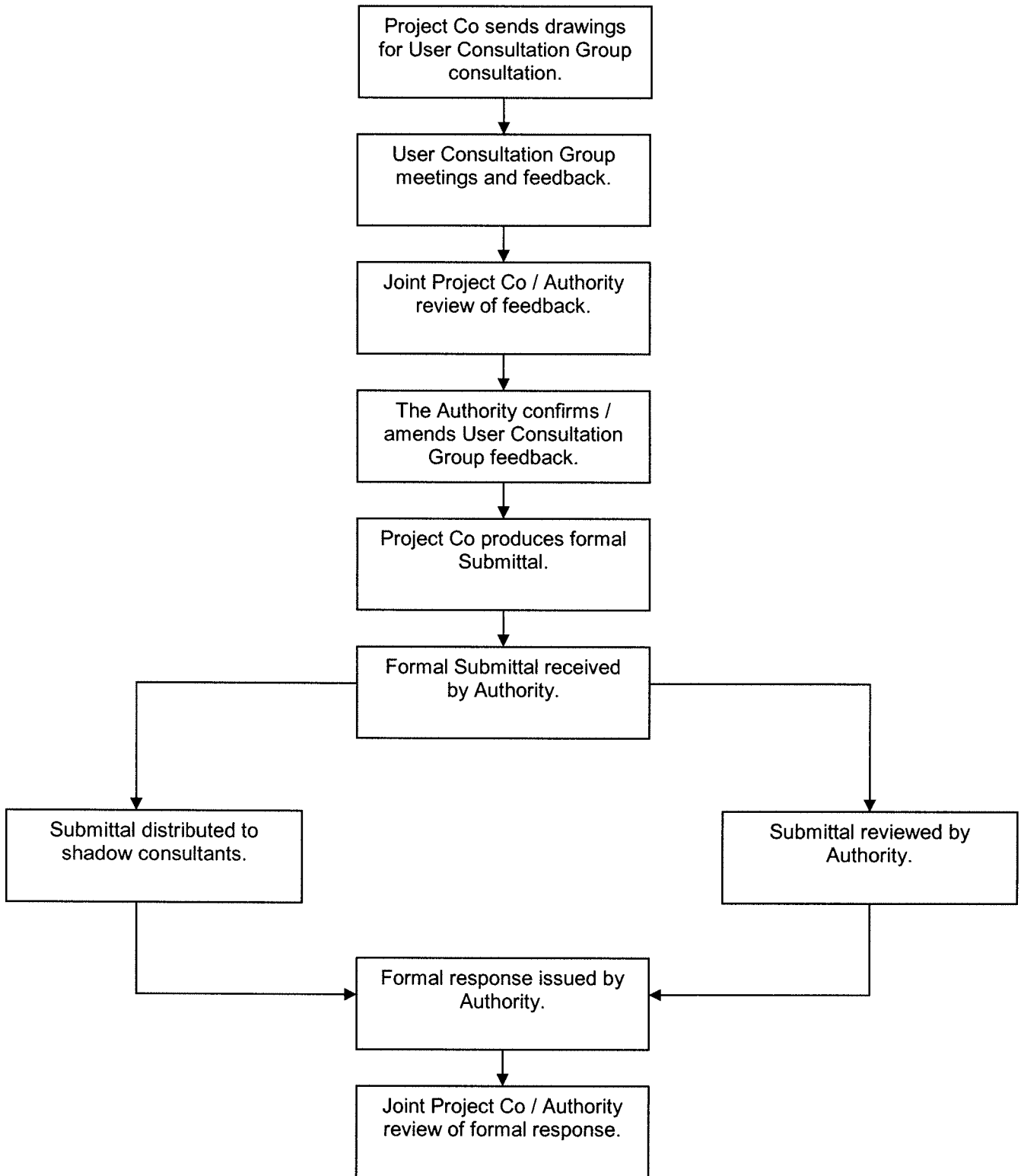
Appropriate drawings for User Consultation Group consultations will be provided two Business Days prior to scheduled User Consultation Group meetings.

The Authority will be provided with at least five Business Days advance notice of any change to the date(s) for provision of the drawings for User Consultation Group consultations to enable rescheduling of User Consultation Group meetings.

User Consultation Group consultation drawings will be in printed form and in electronic form and will be accompanied by an accurate room list, unless otherwise agreed by the Authority. The drawings will be provided to the Design Representative at the FSJ Project Office in Fort St. John.

Project Co will take minutes of User Consultation Group meetings, and will endeavour to produce them in real time for review by Project Co and the Authority at such meetings.

Design Process Flowchart



APPENDIX 2D

ENERGY

TABLE OF CONTENTS

1. INTERPRETATION..... 1

 1.1 Definitions 1

2. ENERGY SUPPLY AND CONSUMPTION 2

 2.1 Energy Supply and Payment 2

 2.2 Weather Data Monitoring and Measurement of Energy Consumption 2

 2.3 Energy Consumption Certificates 2

3. DESIGN AND CONSTRUCTION ENERGY GUARANTEE 3

 3.1 Facility to Meet or Beat Design and Construction Energy Target..... 3

 3.2 Monitoring of Energy Consumption..... 3

 3.3 Adjustment 3

 3.4 Failure to Achieve Design and Construction Energy Target..... 3

4. ENVIRONMENTAL CREDITS 4

 4.1 Entitlement to Environmental Credits..... 4

APPENDIX 2D

ENERGY

1. INTERPRETATION

1.1 Definitions

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

“Adjusted Energy Consumption by Area” means the Energy Consumption by Area as adjusted pursuant to Section 3.3 of this Appendix

“Cooling Degree Days” for a period means the figure calculated by the Site Weather Monitoring Stations and pursuant to Section 2.2 of this Appendix setting out the extent to which the average outdoor temperature during that period at the Site was less than a mean temperature of +18 degrees Celsius;

“Design and Construction Energy Target” means ~~DELETED~~

“Energy” means electricity, gas, oil, coal and any other fossil-based fuel;

“Energy Consumption” for a period means the total number of equivalent Gigajoules of Energy actually consumed at the Facility during that period;

“Energy Consumption by Area” for a period means the Energy Consumption for that period divided by the Facility Area;

“Environmental Credit” means any income, credit, right, benefit or advantage relating to environmental matters including type and level of emissions, means of production of Energy, input sources and compliance with any environmental laws, regulations, rules or orders;

“Facility Area” means the total number of square metres of interior gross area in the Facility (with gross floor space being measured in accordance with the Standard Method for Measuring Floor Area in Office Buildings, published by the Building Owners and Managers Association International, in effect on the Service Commencement Date);

“Gigajoule” or **“Gj”** means the international unit of energy being 1,000,000,000 Joules;

“Gj/m²” means equivalent Gigajoules per square metre;

“Heating Degree Days” for a period means the figure calculated by the Site Weather Monitoring Stations and pursuant to Section 2.2 of this Appendix setting out the extent to which the average outdoor temperature during that period at the Site was greater than a mean temperature of +18 degrees Celsius;

“Monitoring Period” means the period commencing on the Service Commencement Date and ending on the last day of the calendar month in which the second anniversary of the Service Commencement Date occurs;

“Site Weather Monitoring Station” means the properly calibrated weather monitoring stations acceptable to the Authority acting reasonably to be installed by Project Co prior to the commencement of the Monitoring Period in accordance with Section 2.2 of this Appendix;

“Test Period” means the 12 month period commencing on the first day of the calendar month that is at least 6 months after the Service Commencement Date; and

“Weather Data” means the record by the Site Weather Monitoring Station of daily temperature and the calculation of the extent to which the average outdoor temperature during that day was greater or less than a mean temperature of +18 degrees Celsius.

2. ENERGY SUPPLY AND CONSUMPTION

2.1 Energy Supply and Payment

The Authority will from time to time as required enter into contracts with Energy suppliers for the supply of Energy to the Facility, and will be responsible for all payments related to such contracts. Without limiting Project Co's obligations in Appendix 4E [Utilities Management Services], Project Co will administer such contracts, including dealing with suppliers to resolve issues from time to time, and will provide such other reasonable assistance related to such contracts as may be requested by the Authority.

2.2 Weather Data Monitoring and Measurement of Energy Consumption

Prior to Commencement of the Monitoring Period, Project Co will install the Site Weather Monitoring Stations on the Site to record and monitor Weather Data and to calculate the Heating Degree Days and Cooling Degree Days.

In addition, Project Co will install equipment to record and monitor consumption of each type of Energy in the Facility. Such equipment must be suitable and properly calibrated to enable a detailed monitoring of Energy trends and consumption to allow analysis of the data collected to enable various matters, including:

- (a) comparisons to be made with the declared energy targets; and
- (b) early warning of malfunctions and deviations from norms.

Project Co will secure all such properly recorded information so that it is not lost or degraded as a result of any equipment or service malfunctions, and will secure such information from any adjustment, modification or loss from any source.

2.3 Energy Consumption Certificates

- (a) Within 10 Business Days after the end of each month following the Service Commencement Date, Project Co will deliver to the Authority a certificate showing:
 - (1) the Energy Consumption in Gigajoules and the Energy Consumption by Area in GJ/m² for each type of Energy in that month;
 - (2) the Heating Degree Days or Cooling Degree Days for that month; and

- (3) any other variable that affects the Energy Consumption relative to the Energy model assumptions.
- (b) Within 30 days after the end of each calendar year following the Service Commencement Date, Project Co will deliver to the Authority a certificate showing:
 - (1) the Energy Consumption in Gigajoules and the Energy Consumption by Area in GJ/m² for each type of Energy in that year;
 - (2) the Heating Degree Days or Cooling Degree Days for that year; and
 - (3) any other variable that affects the Energy Consumption relative to the Energy model assumptions.

3. DESIGN AND CONSTRUCTION ENERGY GUARANTEE

3.1 Facility to Meet or Beat Design and Construction Energy Target

Project Co warrants to the Authority that the Facility will be designed and constructed so that the Adjusted Energy Consumption by Area per year will not exceed the Design and Construction Energy Target. The consequences to Project Co for breach of this warranty are limited to those set out in Section 3.4 of this Appendix.

3.2 Monitoring of Energy Consumption

During the Monitoring Period, Project Co and the Authority will monitor Energy Consumption in order to determine average Energy Consumption by Area for the Test Period and the Monitoring Period and to establish whether and to what extent the thermal and energy efficiency of the Facility differs from the Design and Construction Energy Target.

3.3 Adjustment

Within 2 years after Service Commencement, Project Co will engage an independent energy consultant acceptable to the Authority, acting reasonably, to determine the adjusted Energy Consumption by Area comparable to the Design and Construction Energy Target (the "**Adjusted Energy Consumption by Area**"). The energy consultant will document adjustments based on factors which in the energy consultant's professional opinion are applicable, including actual climate conditions, occupancy, equipment use and Authority controlled effects during the Monitoring Period.

3.4 Failure to Achieve Design and Construction Energy Target

If the average annual Adjusted Energy Consumption by Area in the Test Period exceeds the Design and Construction Energy Target, then Project Co will do one of the following:

- (a) modify the Facility as required so that Adjusted Energy Consumption by Area does not exceed the Design and Construction Energy Target, subject to compliance with the Design and Construction Specifications and the approval of such modifications by the Authority, not to be unreasonably withheld or delayed; or

- (b) pay to the Authority a lump sum amount that the Authority agrees, acting reasonably, represents the lesser of \$1,000,000 and the net present value of the cost to the Authority during the expected life of the Facility of the amount by which the Adjusted Energy Consumption by Area will exceed the Design and Construction Energy Target, on the assumption that the excess in the Monitoring Period will continue for the balance of the expected life of the Facility, and if this Section 3.4(b) is applied the provisions of Schedule 9 [Compensation on Termination] will be amended as necessary to ensure that the Authority will not, as a consequence of the application of this Section 3.4(b), face any additional liability upon early termination of this Agreement.

4. ENVIRONMENTAL CREDITS

4.1 Entitlement to Environmental Credits

The Authority will be entitled to any and all Environmental Credits related to the Facility and its operation.

APPENDIX 2E

EQUIPMENT

TABLE OF CONTENTS

1. DEFINITIONS	1
2. CATEGORY 1 AND CATEGORY 2 EQUIPMENT	1
2.1 Responsibilities For Category 1 and Category 2 Equipment	1
2.2 Timing of Delivery and Installation of Category 1 and Category 2 Equipment	2
3. CATEGORY 3 AND CATEGORY 4 EQUIPMENT	2
3.1 Project Co to Procure Category 3 and Category 4 Equipment	2
3.2 Standards for Equipment	2
3.3 Training	3
4. GENERAL	3
4.1 Integration of Equipment with Design of Facility	3
4.2 Changes affecting Design or Construction	3
4.3 Storage Costs	3
4.4 Equipment Commissioning	3
4.5 Addition of Additional Equipment or Replacement of Existing Equipment	4
4.6 Equipment Committee	4
4.7 Title	4
4.8 GST and PST	4
4.9 Maintenance and Life Cycle Responsibilities	4
4.10 Decommissioning of Equipment at End of Useful Life	4
4.11 Minimizing Disruptions	4
4.12 Cash Allowance	5

APPENDIX 2E

EQUIPMENT

1. DEFINITIONS

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

“Cash Allowance Equipment” has the meaning given in Section 4.12 of this Appendix;

“Category 1 Equipment” means the equipment described and listed as “Category 1” in the Equipment List and Equipment Data Sheets (or similar equipment);

“Category 2 Equipment” means the equipment described and listed as “Category 2” in the Equipment List and Equipment Data Sheets (or similar equipment);

“Category 3 Equipment” means the equipment described and listed as “Category 3” in the Equipment List and Equipment Data Sheets (or similar equipment);

“Category 4 Equipment” means the equipment described and listed as “Category 4” in the Equipment List and Equipment Data Sheets (or similar equipment);

“Equipment” means collectively the Category 1 Equipment, the Category 2 Equipment, the Category 3 Equipment and the Category 4 Equipment;

“Equipment Committee” means the committee established pursuant to Section 4.6 of this Appendix;

“Equipment Data Sheets” means the equipment data sheets set out in Appendix 3G [Equipment List] containing specifications for items of equipment on the Equipment List, as those data sheets may be updated in accordance with this Agreement; and

“Equipment List” means the list of Equipment set out in Appendix 3G [Equipment List].

2. CATEGORY 1 AND CATEGORY 2 EQUIPMENT

2.1 Responsibilities For Category 1 and Category 2 Equipment

The items of Category 1 Equipment and Category 2 Equipment shown on the Equipment List and Equipment Data Sheets are those which the Authority intends to procure but, subject to Section 4.2 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 1 Equipment.

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

2.2 Timing of Delivery and Installation of Category 1 and Category 2 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 1 Equipment, the earliest date when the Facility will be available to the Authority to install such item, which date must, for all Category 1 Equipment and any required 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;
 - (2) each item of Category 1 Equipment and Category 2 Equipment, if any, that must be installed in the Facility for Project Co to achieve Service Commencement; and
 - (3) for each item of Category 1 Equipment and Category 2 Equipment identified by Project Co under Section 2.2(a)(2) 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 2.2(a) 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 1 Equipment and Category 2 Equipment.

The Authority will cause each item of Equipment identified by Project Co under Section 2.2(a)(2) above to be delivered by the date specified by Project Co under Section 2.2(a)(3).

3. CATEGORY 3 AND CATEGORY 4 EQUIPMENT

3.1 Project Co to Procure Category 3 and Category 4 Equipment

Project Co will procure, deliver, install and commission all Category 3 Equipment and Category 4 Equipment. Without limiting the foregoing, the Category 3 Equipment and Category 4 Equipment shown on the Equipment List and in the Equipment Data Sheets 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 3 Equipment and Category 4 Equipment expected to be provided by Project Co.

3.2 Standards for Equipment

Project Co will cause all Category 3 Equipment and Category 4 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, Equipment Data Sheets 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 demonstrating its compliance with this Section 3.2.

3.3 Training

Project Co will be knowledgeable on the proper use and maintenance of all Category 3 Equipment and Category 4 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 3 Equipment and Category 4 Equipment. Project Co will not be responsible for providing the Authority staff with training and education in respect of Category 1 Equipment and Category 2 Equipment.

4. GENERAL

4.1 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 5.2 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 5.2 of Schedule 2 [Design and Construction Protocols].

4.2 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 constitute a Change. The parties will endeavour to agree to an expedited Change process to deal with Equipment changes.

4.3 Storage Costs

The Authority will reimburse Project Co for any incremental out of pocket storage costs for any item of Category 1 Equipment if such item arrives materially in advance of the earliest delivery date for such item as identified by Project Co under Section 2.2(a)(1) of this Appendix.

4.4 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.

4.5 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 (a) above.

4.6 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.

4.7 Title

Project Co will cause the procurement arrangements for Category 3 Equipment and Category 4 Equipment to provide for a direct transfer of title to such Equipment from the suppliers to the Authority. Title to Category 3 Equipment and Category 4 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.

4.8 GST and PST

On the transfer of title to Category 3 Equipment and Category 4 Equipment from the suppliers to the Authority, Project Co will be responsible for all GST and PST payable on such transfer.

4.9 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].

4.10 Decommissioning of Equipment at End of Useful Life

At the Authority's request, Project Co will arrange for the safe disposal of all Category 3 Equipment at the end of its useful life during the Term in accordance with Good Industry Practice, all Laws and the requirements of Governmental Authorities. Any and all net proceeds of such disposition will be for the account of Project Co.

4.11 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.

4.12 Cash Allowance

- (a) The parties agree that Project Co has included a cash allowance of \$321,315.73 for the approximately 195 items of the Category 2 Equipment and the Category 3 Equipment that are identified in Appendix 3G(2) [Equipment List] with a "Y" in the "Cash Allowance" column (the "**Cash Allowance Equipment**").
- (b) The cash allowance accrues on a monthly basis in equal instalments, and is available to be expended as it accrues. Project Co will not be required to make payment for any Cash Allowance Equipment until the required funds are accrued and available and, in any event, will not be required to pay any amounts in respect of Cash Allowance Equipment in excess of the cash allowance.
- (c) Project Co will, prior to procuring or installing any Cash Allowance Equipment, provide 30 days advance notice to the Authority with an estimate of the costs of procuring and installing such Cash Allowance Equipment together with confirmation of the amount remaining in the cash allowance.
- (d) The Authority will, within 14 days of receipt of Project Co's estimate, either confirm that Project Co should proceed to procure and install the Cash Allowance Equipment in accordance with the estimate or relieve Project Co from its obligations with respect to the applicable Cash Allowance Equipment. If the estimated cost of any Cash Allowance Equipment exceeds the amount remaining in the cash allowance, the Authority will either:
 - (1) pay Project Co the amount of the excess in advance of Project Co proceeding with the procurement and installation; or
 - (2) defer the procurement and/or installation of such equipment.
- (e) If Project Co is relieved from its obligations with respect to the applicable Cash Allowance Equipment, the Authority may proceed with the procurement and installation (if applicable) of such Equipment and Project Co will reimburse the Authority from the available cash allowance funds. If the Authority proceeds to procure such Equipment otherwise than with Project Co, the Authority will not install such Equipment until after the Service Commencement Date without the consent of Project Co, not to be unreasonably withheld.
- (f) Project Co will apply the cash allowance to the actual costs of Project Co, including payments to the Design-Builder and other suppliers/installers if applicable, plus applicable Taxes, of carrying out the procurement and installation with respect to the Cash Allowance Equipment.
- (g) Project Co will not be responsible for maintenance or replacement of the Cash Allowance Equipment unless the maintenance is included in this Agreement as a Change in accordance with Schedule 6 [Changes, Minor Works and Innovation Proposals].

- (h) Within 3 months after the Service Commencement Date, the parties will reconcile the costs applied to the Cash Allowance Equipment with the amount of the cash allowance. Project Co will, within 30 days, pay the Authority any remaining cash allowance or, without prejudice to Section 4.12(b), the Authority will reimburse Project Co for the costs that exceed the cash allowance.
- (i) The parties will cooperate to develop an expedited procedure for administering the cash allowance, including reporting and verifying the costs of the cash allowance, and a method and basis of pricing and payment for the performance of the obligations for the cash allowance. The Authority acknowledges that as of the Effective Date the amount of the cash allowance has not been included in the pricing of the Design-Build Agreement.

APPENDIX 2F

INITIAL PROJECT SCHEDULE

DELETED IN ENTIRETY

PLEASE SEE DOCUMENT "FORT ST. JOHN PROJECT SCHEDULE"
LOCATED AT WWW.PARTNERSHIPSBC.CA

APPENDIX 2G

PROPOSAL EXTRACTS (DESIGN AND CONSTRUCTION)

DELETED IN ENTIRETY

APPENDIX 2H
QUALITY ASSURANCE PLAN



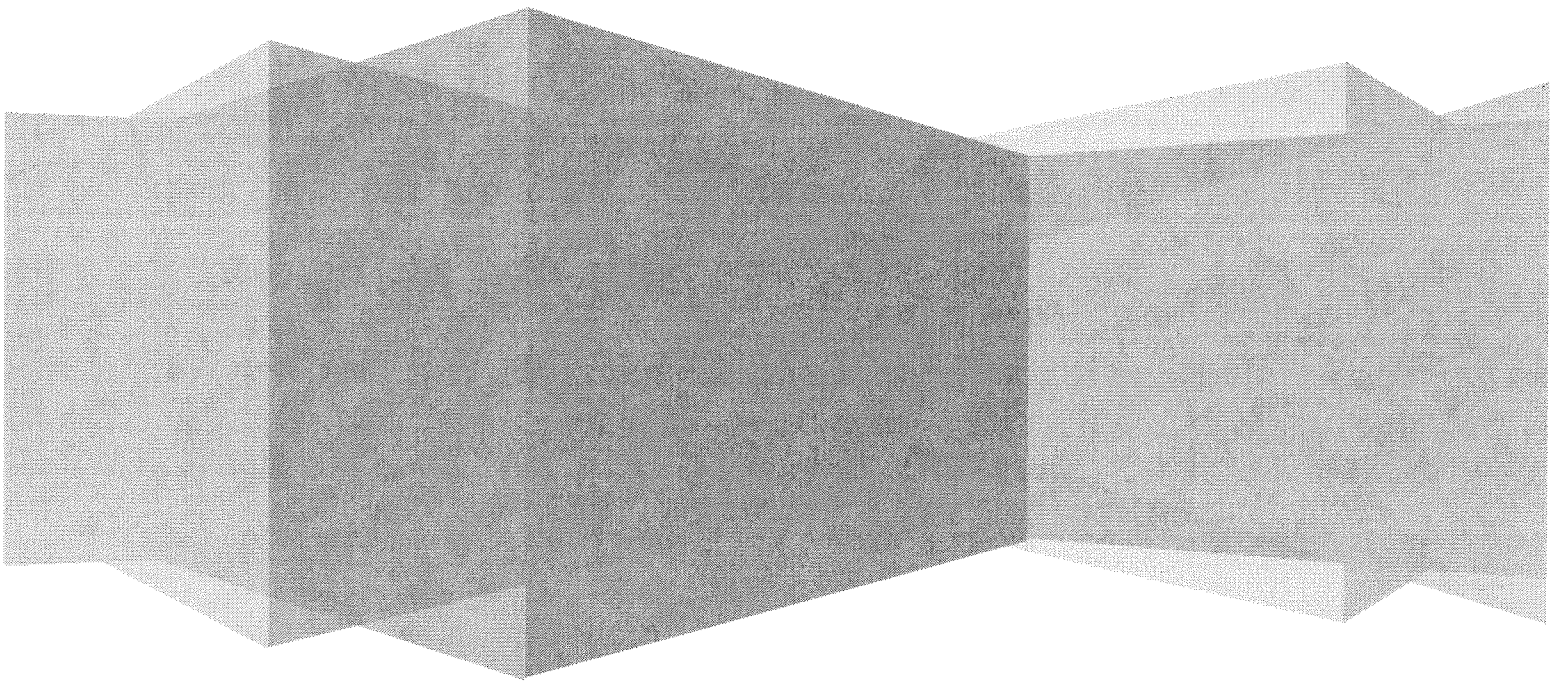
acciona
Infraestructuras



stuart olson

Fort St. John Hospital

QUALITY ASSURANCE PLAN



Quality Assurance Plan

Contents

1.0	INTRODUCTION	3
1.1	QUALITY ASSURANCE PLAN COMPONENTS	3
1.2	PROJECT TEAM	3
1.3	RESPONSIBILITY AND AUTHORITY	4
2.0	DESIGN DEVELOPMENT PROCEDURE	6
2.1	DESIGN DEVELOPMENT REVIEW PROCEDURE	6
	THIS PROCEDURE SHOULD BE READ IN CONJUNCTION THE DESIGN-BUILD AGREEMENT. THIS PROCEDURE SHOULD ALSO BE READ IN CONJUNCTION WITH OTHER RELATED PROCEDURES, NOT LIMITED TO; THE DESIGNERS DEVELOPMENT PROTOCOL, THE DOCUMENT CONTROL & DISTRIBUTION PROCEDURE, THE DESIGN CHANGE PROCEDURE	6
2.2	DESIGN CHANGE PROCEDURE	6
	REVISIONS TO THE CONTRACT REQUIREMENTS THAT INFLUENCE CHANGES TO THE DESIGN ARE INITIATED FROM ONE OF THE FOLLOWING:	6
2.3	DESIGNERS QUALITY ASSURANCE PLAN	6
2.4	DESIGNER'S QUALITY ASSURANCE PLAN AND CONTROLS	6
3.0	DOCUMENT /DATA /RECORD CONTROL	8
3.1	QUALITY ASSURANCE DOCUMENTS	8
3.2	DESIGN AND CONSTRUCTION DRAWING CONTROL	8
3.3	SHOP DRAWING CONTROL	10
3.4	CONTROL OF RECORDS	10
4.0	PROJECT EXECUTION PLAN.....	12
4.1	HEALTH AND SAFETY	12
4.2	CONSTRUCTION SCHEDULE	13
	THE MASTER CONSTRUCTION SCHEDULE IS PRODUCED, MAINTAINED AND UPDATED MONTHLY BY THE AOJV SCHEDULER WITH INPUT FROM THE CONSTRUCTION MANAGER, PACKAGE MANAGERS AND PROJECT SUPERINTENDENTS. PROGRESS IS ASSESSED AND ANALYZED BY THE AOJV PROJECT MANAGER AND CONSTRUCTION MANAGER.	13
	SEE ATTACHED PROJECT EXECUTION MATRIX – DOC. NO. (TO FOLLOW)	13
4.3	DESIGN MANAGEMENT	13
4.4	PROCUREMENT AND CONTRACT MANAGEMENT	14
4.5	INSPECTION AND TESTING	15
4.6	INSPECTION PROCEDURES BY DIVISION	16
	THIS SHEET HAS BEEN LEFT BLANK INTENTIONALLY. TO BE DEVELOPED.....	16
4.7	NONCONFORMANCE PROCEDURE	16
4.7.6	CORRECTIVE ACTION AND PREVENTION	17
4.8	MATERIAL HANDLING	18
4.8.3	CLIENT SUPPLIED MATERIAL.....	18
4.9	LEED MANAGEMENT	19
4.9.1	WASTE MANAGEMENT PLAN OBJECTIVES	19
5.0	TESTING AND COMMISSIONING	22

THIS SHEET HAS BEEN LEFT BLANK INTENTIONALLY. TO BE DEVELOPED..... 22

6.0 PROJECT HANDOVER..... 23

THIS SHEET HAS BEEN LEFT BLANK INTENTIONALLY. TO BE DEVELOPED..... 23

7.0 PROCEDURE CHARTS/WORK INSTRUCTIONS 24

 7.1 Procedure Flow Charts (to follow) 24

 7.2 Work Instructions (to follow)..... 24

 7.3 Quality Control and Construction Management Forms (to follow)..... 24

 7.4 Appendices 24

 7.4.1 FSJ DBJV ORGANIZATION CHART REVISED JUNE 19/09..... 24

NOTE:

- 4.7 INSPECTION PROCEDURES BY DIVISION (TO FOLLOW)**
- 5.0 TESTING AND COMMISSIONING (TO FOLLOW)**
- 6.0 PROJECT HANDOVER (TO FOLLOW)**

1.0 INTRODUCTION

Project Company is committed to the establishment, implementation and management of a comprehensive and detailed Quality Assurance Plan. Our project manager will ensure that all requirements within Schedule 2, sections 1.1, 8.2 - 8.5 are included in the final draft of the Quality Assurance Plan that will be made available to NHA within 30 days of Financial Close. Our team is committed to quality and they are each fully experienced professionals conversant with all aspects of quality assurance processes and project management principles associated with effective guidelines and principles associated with modern day project management. Project Company will be developing the more detailed and comprehensive Quality Monitoring System, Quality Assurance Program, and Quality Assurance Plan within the 30 day time period outlined above.

The Quality Assurance Plan described within this document will be implemented and monitored throughout the duration of the Project to ensure an acceptable level of quality is maintained in the supply and installation of equipment and systems. It will ensure that the completed facility has been designed and constructed in accordance with the Performance Specifications and all applicable Industry Standards and Practices.

The Quality Manager of *Acciona/Olson JV* will monitor the Quality Assurance Plan on an ongoing basis and provide a monthly written report to the Project Manager.

Acciona/Olson JV is committed to providing a quality project that meets or exceeds client expectations. This Quality Assurance Program is intended to help bring this project successfully from concept to completion. It is also intended to reassure the owner that it is getting the quality product as per the intent of the Performance Specifications for this project.

1.1 QUALITY ASSURANCE PLAN COMPONENTS

The following outline describes the major components and steps involved in implementing and achieving the goals of our Quality Assurance Plan. The ensuing document and associated forms, procedures and appendices are intended to form a "Living Document" that will be added to and revised as required to meet our Quality Goals throughout the duration of the Project.

The main steps required to achieve our Quality Goals are as follows:

- 1.1.1 Design and Implementation of the Quality Assurance Plan
- 1.1.2 Design Development Review and Client Approval Process
- 1.1.3 Document and Drawing Control
- 1.1.4 AOJV Project Execution Planning
- 1.1.5 Nonconformance Identification and Corrective/Preventive Action
- 1.1.6 Sub Contractor Quality Control
- 1.1.7 AOJV Quality Assurance Monitoring and Reporting

1.2 PROJECT TEAM

Acciona/Olson JV has put together a highly qualified team to ensure quality is maintained. This team is to guide the designers and subcontractors to the

successful completion of the project while ensuring the quality required by the owner. Below is the **Acciona/Olson JV** corporate structure:

See AOJV FSJ--HOSPITAL Project Organization Chart: Doc. FSJ – DBJV Organization Chart Revised June 19/09

1.3 RESPONSIBILITY AND AUTHORITY

In terms of AOJV Quality Assurance Responsibility, the following applies:

Project Manager – Mike Bebbington	<ul style="list-style-type: none"> - Overall Project Quality Assurance as per the AOJV Quality Assurance Plan and Owner/Client Specifications.
Quality Manager – To Be Appointed	<ul style="list-style-type: none"> - Establishment, implementation, administration and monitoring of the Quality Assurance Plan as directed by the Project Manager in conjunction with the Construction Manager, Senior Superintendent and Package Managers. - Ensure Quality Policies and Quality Program are properly communicated to AOJV staff and workers in cooperation with Senior Superintendent. - Monitor document control system and adjust or revise as required. - Report site specific inconsistencies or failures in proper procedures to the Senior Superintendent for corrective/preventive action. - Review and report on ongoing status providing a monthly report to the Project Manager and Owner/Client. - Revisions and additions to Quality Assurance procedures and documentation as required. - Provide regular reports and status on site specific Quality Control monitoring/issues to Senior Superintendent.
Senior Superintendent – Glyn Wilson / Tony Boot	<ul style="list-style-type: none"> - Direct Quality Control of construction and construction materials as per Project Specifications and AOJV QMP. - Ensure proper inspection, checks and testing is carried out as per Project Specifications and AOJV Quality Assurance Plan. - Establish standards and procedures for inspection, testing and material acceptance/handling as required to ensure or improve upon construction performance and construction execution. - Report non conforming work, procedures or materials. - Review and approve Non Conformance Corrective or Preventive action at site level. - Follow up on corrective/preventive action. - Investigate Client /Owner complaints and provide recommendations and corrective action. - Provide input into Quality procedures and policies in cooperation with the Quality Manager and Project

	<p>Manager.</p> <ul style="list-style-type: none"> - Communicate Quality Assurance Program to Site superintendents, Foremen and Field Technicians. - Communicate inconsistencies in Quality Assurance standards to the Quality Manager. - Create or revise Quality Control procedures
<p>Construction Safety Officer – Ted Wilkinson</p>	<ul style="list-style-type: none"> - Administer and monitor quality/safety of working environment and visitor/client/owner safety on site as per governmental regulation, industry standards and Quality Assurance Policy. - Report all non conformances, issues and potentially hazardous work, behavior and or conditions to the Senior Superintendent as per AOJV Safety Program. - Maintain and revise AOJV Safety Policy, Manual as required. - Communicate Safety Policy and Procedures to all AOJV Staff, Workers and Sub Contractors.
<p>AOJV Superintendents, Foremen, Field Technicians, Surveyors.</p>	<ul style="list-style-type: none"> - Quality Control of construction and materials, reporting to Senior Superintendent.
<p>Sub Contractor Superintendent/QC Rep.</p>	<ul style="list-style-type: none"> - Quality Control as per AOJV and Sub-Contractor Quality Control Plan. - Nonconformance Corrective/preventive Action.

1.31 It is the responsibility of all employees to:

- Work within the bounds of the company's documented Quality Assurance Plan.
- Bring to the attention of their supervisors any incidence of noncompliance/nonconformance with the system requirements.
- Report any defects to the Project Manager or Superintendent.
- Work in a professional and safe manner, reporting any dangerous equipment or conditions to the Superintendent
- It is the responsibility of all employees to ensure that every aspect of the quality assurance plan, that they are responsible for, is fully implemented, managed, and effectively maintained.

2.0 DESIGN DEVELOPMENT PROCEDURE

2.1 DESIGN DEVELOPMENT REVIEW PROCEDURE

The purpose of this Procedure is to explain the Design Development and review process and the actions required to enable the Issuance of IFC (Issued for Construction) Drawings. The Design Development Procedure is a separate protocol undertaken by the Design Team. (*ref: Design Management Organization chart*)

This procedure should be read in conjunction the Design-Build Agreement. This Procedure should also be read in conjunction with other related procedures, not limited to; the Designers Development Protocol, the Document Control & Distribution Procedure, the Design Change Procedure

2.2 DESIGN CHANGE PROCEDURE

Revisions to the Contract requirements that influence changes to the Design are initiated from one of the following:

- By means of issuing of a Preliminary Change Instruction (PCI) or a change directive issued by the Authority's Representative.
- Change instructed by ISL by means of the issuing of a Design Build Preliminary Change Instruction to AOJV initiating changes to the building or equipment requirements.
- Change arising from User Group (NHA) that is approved by the Authority's Design Representative.
- Change necessary due to constructability issues arising on site during the Construction Stage

Referenced Document: *AOJV Design Build Agreement,*

2.3 DESIGNERS QUALITY ASSURANCE PLAN

2.4 DESIGNER'S QUALITY ASSURANCE PLAN AND CONTROLS

The Designer has an established procedure with predetermined intervals for conducting checks and reviews. These reviews are tied to the Design Team's schedule for issued packages and the submission schedule for design review. (*See Design Development Review Procedure – Section 2.2*)

Each design phase or stage of the project will have sufficient checks and reviews to ensure the objectives, and functional and technical requirements are met.

These checks and reviews will include the following:

- *Individual Discipline Check* - a systematic evaluation for accuracy and completeness or the technical content and may include scope, interpretation and arithmetic validity of the

calculations, dimensional and descriptive clarity and accuracy of drawings, specification or reports, and accuracy of take-off of quantities and cost of construction.

- *Interdisciplinary Check* - a check to eliminate areas of conflict, errors, omissions and incompatibility between disciplines and consultants.
- *Technical Reviews* - a review by a senior engineer of one or all of the concepts and selection of materials or components, design criteria, facilities provided, and special features and details.
- *Independent Technical Review* - a review by an in-house engineer not involved in the project of one or all of the concepts and selection of materials or components, design criteria, facilities provided, and special features and details.
- *Value Engineering* - a review by a designated team of technical specialists to identify opportunities to reduce unnecessary costs without sacrificing worth - quality, reliability or efficiency.

3.0 DOCUMENT /DATA /RECORD CONTROL

3.1 Quality Assurance Documents

There are procedures for the control of the Quality Assurance documentation that includes but may be not limited to the following items:

- Quality Assurance Plan
- Operating Procedures
- Inspection Checklists/Forms
- Nonconformance Reports
- Work Instructions
- Review Forms
- Appendices

3.1.1 Electronic Control Methods

AOJV employs the following I.T. systems and software to control both Project Files and Quality Documentation. These systems include:

Secure File Server: Storage of Quality Control procedures, forms, work instructions and project files. The server file system utilizes a hierarchical structure.

Proprietary Web Based Software: For Drawing and Shop Drawing Control and Distribution is controlled through Project Dox while Reports, RFIs, Site Instructions, Nonconformance Reports and Logs are created and maintain within a specifically selected piece of software. Access to these software is controlled by the Document Manager and the AOJV I.T. Department.

3.2 Design and Construction Drawing Control

Design and Construction documents will originate from the Designers of the various disciplines involved in the design of the project. Documents will be mainly in the form of permanent works design drawings but will also include technical specifications and reports from the Designers issued during the design development stage and issues for construction (IFC) including revisions during the course of construction and finally as-built documentation.

3.2.1 Control and Distribution of Design Development Drawings

3.2.1.1 Design Drawing Submission

The Designer will create and maintain a Design Submission Schedule in conjunction with input from the AOJV Design Manager, Project Manager and Drawing Controller. Drawing submissions are to be issued in accordance with the Design Development Review/Approval Procedure (see *QMP Section 2.0 and*

*Design Development Review Procedure Flow Chart –
Doc. No. (to follow)*

3.2.1.2 Distribution Matrix

The AOJV Drawing Controller will create and maintain a “Document Distribution Matrix” to control and record the issue of all design drawings. This table will note all the categories or subject matter of the documents being received and to whom the documents are to be distributed to as Controlled Copies. The Matrix will note the requirement for issue soft or hard copies and in the case of the latter, the size of drawing prints required.

All revised AOJV copies are stamped “Superseded” by the Drawing Controller. A complete Superseded set is stored as a record set by the Drawing Controller.

3.2.1.3 Drawing List

An updated drawing list will be created and maintained by the Drawing Controller utilizing Primavera Contract Manager.

3.2.1.4 Drawing Format

Drawings are issued either as “Hard Copy” or “Soft Copy” versions as indicated on the Drawing Distribution Matrix. Hard Copies are issued with a Transmittal Record created, stored and logged within Primavera Contract Manager.

3.2.1.5 Version/Revision Control

*ONLY drawings identified as issued **For Information Only** or **Issued for Construction** are to be used or distributed for coordination and/or tendering. In both cases the revised drawing will describe the purpose of the Issue (i.e. Issued for Tender, Issued for Coordination, Issued for Building Permit, or Issued for Construction) and a new REVISION NUMBER and Revision date added to the drawing update column within the Drawing title block. In all cases the Revision Control will follow the Revisions process outlined in Appendix 2B of the Project Agreement.*

Note: *Drawings issued without the above information will be rejected by the AOJV Drawing Controller and will not be accepted for use until the Issue complies with the AOJV Drawing Control Procedures as indicated above.*

Revised versions drawings are issued to recipients, in accordance with Distribution Matrix along with a Transmittal describing the purpose of the revised issue and instructing the recipients to Supersede previous versions.

All revised AOJV copies of Superseded drawings are stamped "Superseded" by the Drawing Controller. A complete Superseded set is stored as a record set by the Drawing Controller.

3.2.1.5.1 Progress Sets

Progress Sets are to be issued for the purposes of Design Team communication and coordination ONLY and are not to be used for construction coordination or Tendering purposes.

(see Drawing Control Procedure Flow Chart – Doc. No. (to follow))

3.3 Shop Drawing Control

3.2.2 Receipt of Shop Drawing

Incoming Shop Drawings are transmitted to the appropriate AOJV Package Coordinator/Manager. Shop Drawings are reviewed by AOJV and a completed and signed Shop Drawing Review Form electronically attached. Shop drawings and Review Form are forwarded to the AOJV Drawing Controller and uploaded to Project Docs.

3.2.3 Tracking

An updated Shop Drawing Log is created and maintained by the AOJV Drawing Controller using Primavera Contract Manager. Shop Drawings are tracked according to:

- Date of AOJV receipt,
- Trade/Supplier and Division,
- Date issued to the Designer,
- Date returned by the Designer(s)
- Result of review.

Designer will indicate one of the following status levels on the imbedded stamp when returning the Shop Drawings to AOJV:

- Make Corrections as Noted
- Revise and Resubmit
- Rejected
- No Exceptions

(See Shop Drawing Control Procedure – Doc. No. (to follow))

3.4 Control of Records

Records that provide documentary evidence of the effective operation of the quality assurance system and the achievement of specified requirements are stored and maintained under control for a minimum of 3

years unless a longer retention time is specified by statutory or Client requirements.

3.4.2 Provisions of Records to Clients

Contract related quality records are made available to Clients in accordance with contract requirements. Confidential information may not be disclosed to a third party without express written permission of *Acciona/Olson JV*.

3.4.3 Filing and retention of records

Maintenance of records is such that they are easily retrievable, secure and protected from damage. An example of the *Acciona/Olson JV* Filing index is as follows:

3.4.3 AOJV Filing Index

AOJV utilizes a numbered hierarchical filing system all Project files not stored in Project Dox or Primavera Contract Manager are secured on the main Server under the appropriate folder. See below for an example:

4.0 PROJECT EXECUTION PLAN

A comprehensive Project Execution Plan is produced and maintained by the AOJV Construction Manager with input from the Project Manager, AOJV Commercial Manager, AOJV Quality Manager, Senior Package Manager and the Senior Project Superintendent.

The key aspects of the Plan are described below and detailed in the Project Execution Plan Matrix;

Doc. No. (to follow)

4.1 Health and Safety

Acciona/Olson Joint Venture is committed to ensuring that its operations:

- Provide a healthy and safe environment for all workers on site.
- Take care to minimize impacts on natural surroundings
- Protect the safety of the public at large

The AOJV Health & Safety Policy is maintained and monitored by the AOJV Construction Safety Officer (CSO), Project Manager, Construction Manager and Superintendents. **A comprehensive program has been designed and implemented to:**

- **Reduce the occurrence of illness, injuries, accidents, near-misses, and/or property damage through employee education, participation, and empowerment.**
 - Worker/Staff Training
 - Weekly Safety Meetings
 - Site Orientations
 - Track injuries and provide an updated report to the Project Manager.
 - Employ disciplinary action when required
- **Identify the roles and responsibilities of all personnel in order to apply safe workplace practices.**
 - AOJV FSJ--HOSPITAL Health & Safety Manual
 - AOJV Responsibility/Org. Chart.
 - Bi weekly Construction Team Meetings.
 - Weekly Trade meetings.
- **Ensure the worksite is in full compliance with relevant regulatory requirements.**
 - Daily inspections and inspection reports by the AOJV Construction Safety Officer.
 - Superintendent's Daily Report and Site Inspection.
 - Conduct routine *independent* Site Safety Audits.
- **Communicate, consult with and cooperate with employees to address health and safety issues and concerns.**
 - Site Safety Information bulletin board on site.
 - Regular Safety and Toolbox meetings.
 - Daily Safety Inspections
 - Monthly Safety Report

- AOJV Health & Safety Manual maintained and accessible on site.
- **Provide safety and site orientation training to ALL workers and visitors on site.**
 - Compulsory orientation conducted for all new workers and visitors by the Construction Safety Officer.
 - Orientation quiz is used to verify results of the orientation training.

4.2 Construction Schedule

The Master Construction Schedule is produced, maintained and updated **monthly** by the AOJV Scheduler with input from the Construction Manager, Package Managers and Project Superintendents. Progress is assessed and analyzed by the AOJV Project Manager and Construction Manager.

See attached Project Execution Matrix – Doc. No. (to follow)

4.3 Design Management

4.3.1 Constructability Reviews

Detailed drawing review is performed by the Project Superintendent. Questions generated from the reviews are recorded on the AOJV Drawing Review/Constructability Form (*see Doc. No. (to follow)*)

4.3.1 RFI Procedure

Requests for Information are created and logged in Primavera Contract Manager and emailed directly to the Designer. The Designer provides the information and that information is then entered into the RFI form within Primavera and the RFI status is set to 'Closed'

4.3.2 Site Instruction Procedure

The procedure for issuing and logging Site Instructions is as follows

- Site Instruction from Designer is emailed directly to AOJV Document Controller.
- An AOJV Site Instruction is then issued by the AOJV Superintendent, AOJV Package Manager or Coordinator within Primavera along with the AOJV Site Instruction number and Designer's Site Instruction attached.
- A Hard Copy of the Site Instruction (including the attachment issued by the Designer) are placed into the affected Sub Contractor's Inbox (located within the AOJV Site Office)
- A Soft Copy is also emailed to all affected Sub Contractors, suppliers, AOJV Document Controller and AOJV Commercial Department.

4.4 Procurement and Contract Management

4.4.1 Subcontracts

Prior to awarding any subcontract the Package Manager is responsible for reviewing the subcontractors tender for conformance to the requirements of the drawings and specifications. The Project Manager will review and discuss the contract documents with the subcontractor to ensure that the requirements, and the intent of the requirements, are clearly understood. Significant clarifications, corrections, additions and deletions will be set out in writing in the body of subcontract documents.

Subcontracts contain clear, unambiguous information and are accompanied by instructions and references to drawings, specification and standards, as required. Subcontract documents are reviewed by the Project Manager and initialed (signed off) prior to execution by Senior Management.

4.4.2 Material Ordering/Purchase Orders

Materials purchased outside of any subcontract scope will be done by Purchase Order. Only the Superintendent and Project Manager are authorized to issue Purchase Orders on this project. It is the Superintendent's responsibility to review the pertinent material specification in the contract documents prior to placing the order and to reference the specification section, mix design, model number, etc. where necessary, to verify and confirm that the purchased material will meet the specified standard.

See: Purchase Order/Invoice Approval Procedure – (to follow)

4.4.3 Evaluation of Sub Contractors

An Approved Sub-contractors list is maintained in accordance with documented procedures. To obtain "Approved" status, suppliers and sub-contractors must:

- Be appraised by **Acciona/Olson JV**, or
- Have a satisfactory history performance with **Acciona/Olson JV**.
- **Provide a copy of their Quality Control Management Plan and/or provide a signed letter detailing how QA/QC will be provided for their work.**
- Performance of sub-contractors is periodically reviewed to ensure that a satisfactory level of performance is maintained.

4.4.4 Pre Construction AOJV/Sub Contractor Start Up Meeting

- A meeting is held at the AOJV FSJ Site Office with the Sub Contractor before any work begins. At the meeting the following is reviewed:
 - AOJV Project Schedule
 - AOJV Safety Policy
 - Scope of Work
 - Specification Review

- AOJV Quality Assurance Program
- Sub Contractor's Quality Control
- LEED Requirements

4.4.5 Contract Change Orders

4.5 INSPECTION AND TESTING

4.5.1 Inspection Plan

Acciona/Olson JV has the key responsibility for Quality Assurance on this project, and anticipates the following schedule of inspections and responsibilities.

- **Acciona/Olson JV's** Superintendent or Qualified Designate will carry out internal Field Inspections and complete Inspection Checklists as necessary.
- **Acciona/Olson JV's** Superintendent will schedule inspections when required and assist the consultants carrying out the inspections.
- Designer will provide inspections to ensure design Interests are met. A detailed report will be provided to **Acciona/Olson JV** after each visit. Designer/Engineer will visit site every two (2) weeks during construction.
- Architect will visit the site every two (2) weeks to complete a detailed inspection of the site to ensure all design requirements are met and that the quality standards meet the high standards set out by **Acciona/Olson JV**.
- Mechanical and Electrical Engineers will visit the site every two (2) weeks to ensure installation meet design and quality exceptions.
- Mechanical, Electrical Consultants and **Acciona/Olson JV's** Superintendent will provide quality and coordination control during commissioning.
- Geotechnical Engineering Consultant will perform independent civil/concrete testing in the following areas:
 - Soils Density Testing
 - Concrete Testing
 - Soil Cement
 - Roller Compacted Concrete
 - Asphalt Testing.

Materials and equipment are subject to inspection and test at various stages from receipt through incorporation into the work. The frequency and performance of inspections and tests is in accordance with written instructions, procedures or quality plans. Nonconforming items discovered at any stage are handled in accordance with the procedure for control of nonconforming product or installations.

4.5.2 Specialist Firms

Specialist firms may be contracted to perform inspection or testing procedures. Where an outside specialist firm is required it will be set out in Quality Assurance Inspection Procedures. The procedures will set out the frequency and timing of inspections and/or tests.

4.5.3 Receiving inspection

All materials and equipment arriving on site are subject to inspection, test or verification. Where practical the receiving party will inspect and verify the conformance of the arriving material and equipment to project specifications, shop drawings, purchase orders and/or subcontracts requirements prior to signing off the packing slip. Where this is impractical the material and equipment will be inspected and verified in quarantine prior to being incorporated into the work.

Materials and equipment that arrive on site and are determined not to meet the requirements of the contract documents or specifications will be handled as a **Nonconformance**.

(Refer to AOJV Nonconformance Procedure – Doc. No. (to follow))

4.5.4 Phased Inspection and Tests

Multi staged processes (such as form-work, backfill and pressure testing) requiring inspection prior to the next stage of work must be signed off in accordance with the Quality Assurance Inspection Procedures before the next stage of work can proceed.

4.5.5 Samples and Mock Ups

Samples and mock-ups will be inspected on site and signed off by the Designers or Client before that material or system can proceed or be incorporated into the work.

(See attached Inspection Procedures by Division)

4.5.6 Inspection Records

Records are maintained as per the Project File Record Control Procedure – Section 3.0. These records identify the inspection authority responsible for the release of conforming products or installations.

4.6 INSPECTION PROCEDURES BY DIVISION

This sheet has been left blank intentionally. To be developed.

4.7 NONCONFORMANCE PROCEDURE

Items, materials, assemblies or finished products that do not conform to specified requirements are controlled to prevent inadvertent use or further processing.

4.7.1 Action and Disposition

The Superintendent reviews instances of Nonconformance and decides on the action to be taken. If a Nonconformance Report is necessary he/she endorses the nonconformance report accordingly as:

- Rectification or Modification
- Rejection

- Request a concession to use as is. Concessions are always confirmed in writing.

When a concession is reported to the Client or his representative, the description of the nonconformity or repair is recorded to denote the actual condition.

4.7.2 Re-worked Items

All repaired/re-worked items are re-inspected in accordance with the specified requirements.

4.7.3 Rejected Material

Rejected material is removed from site and a copy of the NCR transmitted to the supplier.

4.7.4 Disposition of Deficiencies

Deficiencies in work identified by the Designer or an Independent Inspector will be first addressed on site by the AOJV Superintendent in conjunction with the sub trade Superintendent. All noted items are to be corrected prior to re inspection. Items not corrected by the next inspection must be noted in a Nonconformance created and logged in Primavera and a copy of the NCR transmitted to the sub trade as soon as possible. The Superintendent will note the root cause of the deficiency and provide recommendations for correction. Should the initial NCR fail to achieve resolution the NCR will be escalated to the AOJV Project/Package Manager.

4.7.5 Non Conformance Escalation

Failure by a supplier or subcontractor to comply or make the necessary corrections to the product in accordance with the Nonconformance Report requires the Nonconformance to be escalated to the Project Manager for resolution.

4.7.6 Corrective Action and Prevention

4.7.6.1 Routine control

Investigation of the cause of Nonconformance and the corrective or preventative action needed to prevent recurrence is carried out as defined in documented procedures.

4.7.6.2 Implementation of Corrective and Preventative Actions

All Project Managers and Superintendents are responsible for initiating corrective and preventative action in respect of:

- Nonconformance arising from internal inspections and third party inspections.
- potential causes of Nonconformance
- identified Nonconformance

4.7.6.3 Follow up and Evaluation

Corrective and preventative actions defined in Nonconformance Reports, Inspection Reports and other reports are followed up so that their effectiveness can be assessed and controlled. Where required, further actions are defined.

The effectiveness of corrective and preventative action is analyzed by the *Superintendent* and reported to the Quality Manager and/or Project Manager.

Changes in procedures resulting from corrective and preventative action are implemented and recorded by the Quality Manager.

4.8 MATERIAL HANDLING

4.8.1 Material storage, issue and handling

All materials and products are held in designated storage areas which preserve the integrity of the items. Storage and handling procedures/instructions ensure that purchased material, work-in-progress and finished items do not suffer damage or deterioration that will adversely affect the quality. Methods of authorizing receipt to, and dispatches from storage areas are established in Operating Procedures.

Special requirements concerning handling, packaging and storage are specified on purchase orders when required.

Stocks are periodically inspected to detect signs of deterioration with special attention being paid to limited shelf life and delicate items.

4.8.2 Preservation, Packaging and Shipping

The integrity of the product is preserved by appropriate control methods until incorporated into the Work or released to the Client.

Strict adherence to the Client's specified requirements is observed. When the Client does not specify packaging and shipping requirements the product is protected and dispatched in accordance with the relevant procedures/instructions.

4.8.3 Client Supplied Material

This procedure describes the control of Client supplied materials/items (free issue). The Superintendent is responsible for control of free issue material/items upon receipt and during storage.

4.7.3.1 Detailed Instructions

- The Client supplied materials are inspected at the site for transit damage, completeness and conformity to the Client's consignment note.
- Upon satisfactory inspection, the material is identified as required and transferred to the storage location which provides adequate storage protection against damage, deterioration or

misuse. Under no circumstances will such material be used on other contracts.

- The consignment note and/or other paper work is handled in the same way as for purchased material/items and filed in the relevant contract file.
- All materials/items found to be damaged or unsuitable for their intended use are returned to the Client under cover of a Nonconformance Report detailing the reason for return.
- The Client is informed in writing of any loss, malfunction or deterioration of, or any damage to any material/item supplied by them whether before or after it's arrival at the company's premises.
- Upon completion of the contract, any surplus material is returned to the Client or held in store if so directed by the Client.

4.9 LEED MANAGEMENT

The Fort St John Hospital is a LEED Gold project. LEED requirements and management is the responsibility of the AOJV LEED Manager in conjunction with the Designer and LEED Consultant.

- LEED design progress is tracked by the LEED Manager via the LEED Scorecard.
- A Waste Management Plan has been developed and implemented.
- Associated LEED documentation is required from and supplied by all Sub Contractors and Suppliers utilizing the Material Declaration Form.

4.9.1 WASTE MANAGEMENT PLAN OBJECTIVES

- Minimize the amount of construction waste produced on-site while maximizing the construction waste diversion rate. (The construction waste diversion rate is the percentage of construction waste diverted from landfill disposal.)
- Develop, implement, and monitor a Waste Management Plan that will ensure construction waste is reduced, reused and recycled as efficiently as possible.
- Provide calculations on end-of-project recycling rates and landfill rates that demonstrate 90% of construction waste was redirected back into the manufacturing process.

4.9.2 WASTE MANAGEMENT PLAN GOAL

Direct 90% of construction waste back into the manufacturing process thus exceeding the construction waste diversion rate of 75% required by LEED NC 1.0 MRc2.

4.9.3 MATERIALS EXPECTED TO CAUSE WASTE

- Untreated Dimensional Wood
- Engineered Wood Products
- Gypsum Wall Board

- Insulation
- Concrete/ Brick/ Block/ Asphalt
- Office Paper
- Steel/Copper/Aluminium/Iron/Brass
- Old corrugated cardboard
- Glass
- Carpet

4.9.4 PROCEDURES

4.9.4.1 Reduce the Accumulation of Second-hand Construction Waste:

- a. Materials will be delivered in recyclable or reusable packaging such as cardboard, wood, paper, or reusable blankets which will be reclaimed by the supplier or disposed of in the appropriate material-specific recycling receptacle on site.
- b. Suppliers will endeavour to minimize packaging material while ensuring the protection of materials during shipping, storage, and handling.
- c. It will be the responsibility of the sub-contractor receiving any material arriving in non-recyclable packaging to remove such packaging from site and dispose of at the appropriate facility.

4.9.4.2 Handle Site-Produced Construction Waste Material:

- a. Acciona-Lark JV will designate a site representative responsible for maintaining site signage that instructs workers where and how to dispose of construction waste in accordance with the Waste Management Plan objectives.
- b. Acciona-Lark JV will designate a site representative responsible for maintaining an on-site location dedicated to the separation of construction waste materials through the use of clearly labeled material-specific receptacles.
- c. The Waste Management Contractor will be responsible for placing, hauling, and maintaining construction waste receptacles.
- d. The Waste Management Contractor will be responsible for providing comprehensive site signage declaring which types of materials are permitted in each receptacle.
- e. All sub-contractors are responsible for disposing of their own construction waste materials in the appropriate material-specific receptacle located in the dedicated waste separation location as described by site signage found throughout the project site.
- f. It will be the responsibility of the sub-contractor to return sealant, paint, primer, adhesive, or miscellaneous coating containers to off-site facilities where applicable recycling programs exist.

4.9.4.3 Calculate of End-of-Project Diversion Rate:

- a. The Waste Management Contractor will be responsible for documenting the cumulative volume of construction

waste diverted from the landfill relative to the cumulative volume of construction waste removed from site.

- b. The Waste Management Contractor will, at the end of project, be able to report on the End-of-Project Diversion Rate simply by appending the last bin-pull's diversion rate to the project's cumulative diversion rate to-date.

4.9.5 MONITORING AND REVIEW

- The Waste Management Tracking spreadsheet will be completed and submitted by the Waste Management Contractor to the LEED Coordinator for review upon each bin-pull from site.
- Contractors affected by the Waste Management Plan will participate in the waste management review as part of the weekly sub-contractor meeting.
- Waste Management Tracking results will be reported within monthly Construction Report.

5.0 TESTING AND COMMISSIONING

Complete Sections 5.0 to 7.0 of the document

This sheet has been left blank intentionally. To be developed.

6.0 PROJECT HANDOVER

Complete Sections 5.0 to 7.0 of the document

This sheet has been left blank intentionally. To be developed.

7.0 PROCEDURE CHARTS//WORK INSTRUCTIONS

Complete Sections 5.0 to 7.0 of the document

7.1 Procedure Flow Charts *(to follow)*

7.2 Work Instructions *(to follow)*

7.3 Quality Control and Construction Management Forms *(to follow)*

7.4 Appendices

7.4.1 FSJ DBJV ORGANIZATION CHART REVISED JUNE 19/09

Additional Work Instructions To Follow AS REQUIRED