

**APPENDIX 2D**  
**EQUIPMENT AND FURNITURE**  
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**ATTACHMENT 1 EQUIPMENT LIST**

**ATTACHMENT 2 EQUIPMENT PROCUREMENT SCHEDULE**

**ATTACHMENT 3 UTILITIES DATA**

## **APPENDIX 2D**

### **EQUIPMENT AND FURNITURE**

#### **1. CATEGORY 1 EQUIPMENT**

Subject to Section 7.1 of this Appendix, the Authority will be responsible for the procurement, delivery, setup, installation, commissioning, maintenance and replacement of any Category 1 Equipment. The Authority expects that some of the Category 1 Equipment will be existing equipment from the Existing Hospital and, for Project Co's information only, has labeled such Category 1 Equipment with an "E" in the Equipment List.

Project Co will be responsible for the Storage of all Category 1 Equipment in accordance with Section 7.5.

#### **2. CATEGORY 2 EQUIPMENT**

Subject to Section 7.1 of this Appendix, the Authority will be responsible for the procurement, delivery, setup, maintenance and replacement of any Category 2 Equipment.

Project Co will be responsible for the Storage (in accordance with Section 7.5), Installation and Commissioning of all Category 2 Equipment.

#### **3. CATEGORY 3 EQUIPMENT**

Project Co will be responsible for the Procurement, Delivery, Storage, Setup, Installation, Commissioning, Maintenance and replacement of all Category 3 Equipment. Project Co will maintain and replace all Category 3 Equipment in accordance with Schedule 4 [Services Protocols and Specifications].

#### **4. TRAINING**

Refer to Section 12.2 of Schedule 2 [Design and Construction Protocols] for the responsibilities of Project Co in relation to all Equipment that Project Co Installs.

#### **5. PROCUREMENT OF PROJECT CO PROCURED EQUIPMENT**

##### **5.1 Project Co Procured Equipment Submittal**

Before procuring any item of Project Co Procured Equipment, Project Co will prepare a Submittal as part of the design process set out in Schedule 2 [Design and Construction Protocols], which Submittal will provide a written description of each item of Project Co Procured Equipment that Project Co intends to procure, including the following:

- (a) item description, item number, and quantities;
- (b) the manufacturer, model number, supplier, specifications and options for the item;
- (c) a summary of compliance with the relevant specifications in the Equipment List and the Equipment Data Sheets;

- (d) details of the installation services, training, spare parts and start-up consumables included with the items by the relevant manufacturer or supplier;
- (e) the date and time when the item will be delivered to the Site;
- (f) the latest date (not to be less than 15 Business Days after receipt by the Authority of the Submittal) by which the Authority must submit comments on the Submittal without causing delays to the Construction or Service Commencement or additional costs for that item, and the Authority will provide Project Co with the Authority's comments, if any, on or before such date; and
- (g) if so requested by the Authority, a copy of each quote or proposal, if any, and all other relevant information in respect of the item and such other documentation as the Authority may reasonably require, all of which Project Co will provide on a fully transparent and open basis to the Authority.

The Authority may request additional information from Project Co regarding any item of Project Co Procured Equipment described in a Submittal delivered to the Authority pursuant this Section 5.1, which Project Co will provide to the Authority as soon as reasonably practicable thereafter.

## **5.2 Authority Approval**

The Authority may, acting reasonably, on or before the latest date for comments on the Submittal pursuant to Section 5.1(f) of this Appendix, reject any supplier or item of Project Co Procured Equipment as unacceptable to the Authority.

## **5.3 Project Co to Implement Authority Instructions**

Project Co will proceed diligently to make alternate recommendations for any item the proposed supplier of which has been rejected under Section 5.2 of this Appendix.

## **5.4 Project Co Procured Equipment Reports**

As of the 1<sup>st</sup> day of each month during the Construction Period and as at Service Commencement Date, Project Co will provide reports to the Authority that include the following information:

- (a) which Project Co Procured Equipment items have been procured;
- (b) the projected procurement of remaining Project Co Procured Equipment;
- (c) the delivery dates for each item procured;
- (d) any authorized or agreed changes in the Equipment List and the Equipment Data Sheets since the previous report, and the financial impact of such changes; and
- (e) any commentary on communication methods, the reporting method/approval process, frequency of communication and similar matters regarding Project Co Procured Equipment procurement and selection,

and Project Co will deliver such reports to the Authority within 10 Business Days of the effective date of the report.

### **5.5 Standards for Equipment**

Project Co will cause all Project Co Procured Equipment to be:

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with Good Industry Practice;
- (c) in accordance with the Equipment List and the Equipment Data Sheets;
- (d) CSA approved, as applicable, and
- (e) in compliance with all Laws.

Project Co will, as soon as practicable after receiving a request from the Authority, supply to the Authority evidence to demonstrate its compliance with this Section 5.5.

### **5.6 Guidance Material and Manuals**

On or before the Service Commencement Date, Project Co will transfer and deliver to the Authority all guidance material and manuals relating to Project Co Procured Equipment items as produced and provided by the manufacturer or the supplier of such items. This document turnover process will include:

- (a) user manual (print and electronic version);
- (b) purchase documentation;
- (c) inspection documentation;
- (d) acceptance documentation;
- (e) spare parts list; and
- (f) required disposables.

### **5.7 Insurance**

As part of the Procurement of Project Co Procured Equipment, Project Co will require the supplier of each item of Project Co Procured Equipment to retain all risks related to such Equipment (including replacement thereof in the event of damage or destruction) during the Delivery, Setup, Installation and Commissioning process and until such time as title to the Project Co Procured Equipment passes to the Authority in accordance with Section 7.7 of this Appendix.

## 5.8 No Limitation

Without limiting Section 3 of this Appendix, Project Co Procured 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 and does not limit the requirements of the Design and Construction Specifications.

## 5.9 Wireless Device Cash Allowance

- (a) Project Co will make expenditures from the Wireless Device Cash Allowance to purchase wireless staff communication devices as set out in Section 7.8.17 of Schedule 3 [Design and Construction Specifications], including the product, license, warranty, support and training costs associated with Section 7.8.17 of Schedule 3 [Design and Construction Specifications].
- (b) Project Co will separately track the cost of the wireless staff communication devices and will provide a reconciliation of the Wireless Device Cash Allowance to the Authority on a monthly basis, which will include copies of vendor invoices paid by Project Co from the Wireless Device Cash Allowance during the month.
- (c) If the actual cost of purchasing the wireless staff communication devices:
  - (1) exceeds the Wireless Device Cash Allowance, the Authority will compensate Project Co for any additional costs that Project Co reasonably incurs; or
  - (2) is less than the Wireless Device Cash Allowance, then the Authority will be entitled to a credit in the amount of the difference and the Authority may:
    - (A) set off such credit against the Construction Period Payments; or
    - (B) apply such credit during the Construction Period as agreed between the Parties.
- (d) Project Co agrees that:
  - (1) any amount paid from the Wireless Device Cash Allowance will not include any markUp for overhead, Taxes or other costs and profit of Project Co and any other Project Co Person other than the suppliers of the wireless staff communication devices; and
  - (2) there will be no adjustment on account of profit, overhead, Taxes or other costs associated with Procurement, Delivery, Storage, Setup, Installation, Integration and Commissioning or Maintenance of the wireless staff communication devices by Project Co (or training related to such Equipment) and any other Project Co Persons other than the suppliers of such devices, all of which Project Co has already included in, and will be paid by the Authority, to Project Co as part of, the Service Payments.

## **6. DELIVERY AND ACCESS**

### **6.1 Delivery and Installation Timing**

Project Co will:

- (a) as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co's other obligations under this Section 6, identify to the Authority:
  - (1) 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;
  - (2) for each item of Category 1 Equipment, the earliest date when the Facility will be available to the Authority to install such item;
  - (3) for each item of Category 1 Equipment and Category 2 Equipment identified by Project Co under Section 6.1(a)(1) above, if any, the date by which such item must be installed so as not to delay the Design, the Construction, Service Commencement or the Authority's use and occupation of the Facility; and
  - (4) for each item of Category 2 Equipment identified by Project Co under Section 6.1(a)(1) above, if any, the date by which such items must be delivered to the Facility 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 6.1(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 or delivery, as applicable, of Category 1 Equipment and Category 2 Equipment.

The Authority will cause:

- (c) each item of Category 1 Equipment identified by Project Co under Section 6.1(a)(1) above to be installed by the date specified by Project Co under Section 6.1(a)(3); and
- (d) each item of Category 2 Equipment identified by Project Co under Section 6.1(a)(1) above to be delivered to the Facility by the date specified by Project Co under Section 6.1(a)(4).

## **7. GENERAL**

### **7.1 Authority Not Obligated to Procure Equipment**

The Authority intends to procure but, subject to Section 7.3 of this Appendix, the Authority is not obligated to procure the items of Category 1 Equipment or Category 2 Equipment shown on the Equipment List and Equipment Data Sheets.

## 7.2 Integration of Equipment with Design of Facility

Project Co will integrate all Equipment, in accordance with Good Industry Practice, with the overall design of the Facility and will include such Equipment as part of the design development process under Section 4.2 of Schedule 2 [Design and Construction Protocols].

## 7.3 Design Development - Changes to the Equipment List

The parties acknowledge that:

- (a) changes to the Equipment List and the Equipment Data Sheets may be required, or may be requested by the Authority, as part of the design development process as described in Section 4.2 of Schedule 2 [Design and Construction Protocols];
- (b) updates to the Equipment List, including to the related Equipment Data Sheets, may be required from time to time because of manufacturers' or suppliers' changes including changes to equipment availability, specifications and models, changes in clinical practice; and
- (c) increases or decreases in the quantities of Equipment, substitution of items on the Equipment List or other changes to the Equipment List and the effects that such changes to the Equipment List or the Equipment Data Sheets may have on the Design or the Construction may result in a net decrease, net increase or no net change in the cost to Project Co to complete the Design and the Construction.

Accordingly, the parties will:

- (d) cooperate to identify no net cost solutions to any proposed changes to the Equipment List or the Equipment Data Sheets;
- (e) endeavour to agree to an expedited Change process to deal with Equipment changes; and
- (f) cooperate to amend the Equipment List or the Equipment Data Sheets so that they are accurate and complete as required for Project Co to proceed with the Design and Construction without delay.

## 7.4 Equipment Procurement Schedule

The Equipment Procurement Schedule attached as Attachment 3 to this Appendix is preliminary and the parties will, each acting reasonably and within 40 Business Days after the Effective Date, finalize the Equipment Procurement Schedule in accordance with the following principles:

- (a) in order to take advantage of the most recent technological advances for Project Co Procured Equipment, final decisions on the selection of the Project Co Procured Equipment, together with any training or service requirements, will not be made by the Authority until as late as possible into the Construction Period.

- (b) the Authority will require the ability to take advantage of bulk or other purchase opportunities advantageous to it; Project Co will coordinate its procurement activities with those of the Authority to identify standards and prime vendor opportunities; and
- (c) Project Co will require the Equipment Procurement Schedule to allow adequate time to achieve the matters contemplated by this Appendix without any adverse effect on Design and Construction (including Design and Construction to accommodate the Project Co Procured Equipment) and without any adverse effect on Project Co's ability to achieve Service Commencement by the applicable Target Service Commencement Date.

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 Equipment Procurement Schedule so that it is at all times an accurate, reasonable and realistic representation of Project Co's plans for the procurement of the Project Co Procured Equipment in accordance with the requirements of this Agreement.

#### **7.5 Storage**

Project Co will provide a secure, dry storage space for storage of Category 1 Equipment and Category 2 Equipment and will maintain that storage space between 53 and 63 degrees Fahrenheit. Project Co will make this space available for Storage during the period commencing not later than four months before the Target Service Commencement Date and ending no earlier than 30 days after the Service Commencement Date.

#### **7.6 Equipment Committee**

The parties will establish an Equipment Committee composed of two representatives of each party, or any other number agreed between the parties. 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.

#### **7.7 Title**

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

#### **7.8 Decommissioning of Equipment at End of Useful Life**

At the Authority's request, Project Co will be responsible 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.



## **7.9 Minimizing Disruptions**

Project Co will ensure that its Procurement, Delivery, Setup, Installation, Commissioning, Maintenance, repair, decommissioning, upgrading 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.

**ATTACHMENT 1**

**EQUIPMENT LIST**

[Note: see separate document and see Appendix 3F(ii) [Food Services Equipment List] ]

**ATTACHMENT 2**

**EQUIPMENT PROCUREMENT SCHEDULE**

[See separate document]

**ATTACHMENT 3**

**UTILITIES DATA**

[See separate document]