

**SCHEDULE 2**

**DESIGN AND CONSTRUCTION PROTOCOLS**

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**SCHEDULE 2****DESIGN AND CONSTRUCTION PROTOCOLS****1. PARTIES' DESIGN AND CONSTRUCTION REPRESENTATIVES****1.1 Appointment of Representatives**

As of the Effective Date, both parties will designate in writing a person (the "**Design and Construction Representative**") to be the party's single point of contact with respect to the Design and the Construction. Project Co's Design and Construction Representative will 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 and Construction Representative will be for the account of that party.

**1.2 Replacement**

Subject to Section 2.8 of this Agreement, 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 and Construction Representative. If for any reason a party's Design and 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.

**1.3 Authority Representatives**

A party's Design and Construction Representative will have full authority to act on behalf of and bind the party with respect to Design and Construction under this Agreement, including giving any review, acceptance, approval or confirmations which may be given by the Authority. Notwithstanding the above, a party's Design and Construction Representative will not have the authority to execute or agree to any amendments or to give any waivers of this Agreement.

**1.4 Review Procedure**

The parties will comply with Appendix 2B [User Consultation and Design Review].

**1.5 Authority Not Responsible for Design or Construction**

The Authority's review, acceptance, approval or confirmation of compliance with respect to any aspect of the Design or the Construction, including pursuant to Appendix 2B [User Consultation and Design Review], will be for the Authority's benefit only, and no review, acceptance, approval or confirmation of compliance by the Authority's Design and 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 Schools except as may be expressly set out in this Agreement.

**1.6 Construction Period Joint 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 is achieved, a joint liaison committee (the "**Construction Period Joint Committee**") consisting of the Design and Construction Representatives, a representative of SaskBuilds Corporation, a representative of each of the School Boards 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 Project Co, the Authority and the School Boards to consult and cooperate in all matters relating to the Schools 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 Person and/or 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 Schools;
  - (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, subject to Section 1.2(e), make recommendations to the parties on all matters relating to the Schools, 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:

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- (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) Each member of the Construction Period Joint Committee will have one vote. Representatives of the School Boards will be entitled to vote only in respect of those matters involving their respective Schools and the Project generally. Subject to the foregoing, recommendations of the Construction Period Joint Committee must be unanimously approved at a meeting of the Construction Period Joint Committee at which a quorum is present or by the written consent of all members entitled to vote thereon.
- (f) The Construction Period Joint Committee will meet at least once each month at a location provided by Project Co (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.
- (g) Project Co will keep minutes of all recommendations and meetings of the Construction Period Joint Committee in accordance with Schedule 14 [Records and Reports] and circulate such minutes to the parties and the School Board representatives promptly within five Business Days of the making of the recommendation or the holding of the meeting.

## 2. INDEPENDENT CERTIFIER

### 2.1 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 Saskatchewan 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. Project Co acknowledges that the appointment of the Independent Certifier will be through a public procurement

process conducted by the Authority. The parties will enter into an agreement with the Independent Certifier on the terms generally as set out in Appendix 2A [Independent Certifier Agreement].

## 2.2 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 of the date that is 20 Business Days after the Effective Date (or within 5 Business Days of the date of termination of the Independent Certifier's appointment, if applicable), 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 40 Business Days of the Effective Date (or within 20 Business Days of the date of termination of the Independent Certifier's appointment, if applicable), then either party may immediately apply to the ADR Institute of Canada for the selection of an Independent Certifier, providing the other party the opportunity to participate in the selection and appointment process.

## 2.3 Monthly Inspections and Report

The parties will require the Independent Certifier to:

- (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 for purposes of the Independent Certifier's functions under this Agreement and, 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; and
- (d) the progress of the Design and Construction relative to the Updated Project Schedule, with an overview analysis of any variances.

## 2.4 Application for Certificates of Service Commencement

The parties will require the Independent Certifier to perform the obligations of the Independent Certifier described in Section 12 of this Schedule.

## 2.5 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 is in the possession of the Design Builder or others; and
- (b) access to the Sites,

and Project Co will:

- (c) permit the Independent Certifier to attend all Design and Construction meetings during the Construction Period 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 Schools before it becomes covered up and unavailable for inspection.

## 2.6 No Responsibility for Design or Construction

Nothing in this Agreement (including this Schedule) or in the parties' agreement with the Independent Certifier 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 review, acceptance, approval or confirmation that the Independent Certifier may give with respect to Design or Construction.

## 3. PROJECT CO'S RESPONSIBILITIES

### 3.1 Design/Build Responsibility

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

- (a) have complete responsibility for the Design and Construction of the Schools;
- (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 new educational facilities that at School Service Commencement for each School:
  - (A) are complete and operational and fit for the Intended Uses;
  - (B) will permit Project Co to provide the Services in accordance with the requirements of this Agreement; and
  - (C) is fully integrated with all buildings or structures contemplated in the Design and Construction Specifications; and
- (3) to reflect and capture the benefits to the Authority of the Proposal Extracts (Design and Construction).

Each of the obligations in Sections 3.1(b)(1), 3.1(b)(2) and 3.1(b)(3) of this Schedule is independent of the others, and the fact that Project Co has satisfied one obligation will be no defence to an allegation that it has failed to satisfy another.

### **3.2 Standard of Performance for Design and Construction**

Without limiting the other requirements of this Agreement, Project Co will perform the Design and Construction to the standards listed in Appendix 3C [Reference Standards] to Schedule 3 [Design and Construction Specifications].

### **3.3 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.

### **3.4 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.

### 3.4A Change in Standards

Where this Agreement requires Project Co to comply with any technical standards in respect of the Design and Construction of the Schools, and any such technical standards have changed between the Financial Submission Date and the date that such compliance is required, then Project Co will give notice to the Authority of such change. If, after such notice, the Authority requires compliance with the changed technical standards (rather than the technical standards applicable as of the Financial Submission Date), then, to the extent such change impacts the Design or Construction and would not otherwise have been taken into account by compliance with Good Industry Practice, such changed technical standards will, subject to and in accordance with Schedule 6 [Changes, Minor Works and Innovation Proposals], result in a Change. If the Authority does not require compliance with the changed technical standards, then Project Co will continue to comply with the technical standards applicable as of the Financial Submission Date, without a Change therefor. This Section 3.4A will not apply where the change in a technical standard is also a Change in Law.

### 3.5 Permits for the Design and Construction

Except as expressly provided otherwise in this Agreement, Project Co will obtain at its cost all Permits required for the Design and Construction. Project Co will:

- (a) keep the Authority's Design 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;
- (b) upon request from the Authority's Design and Construction Representative, provide to the Authority copies of all documentation and correspondence with a Governmental Authority relating to such Permits; and
- (c) provide reasonable advance notice to the Authority of any meetings with the City or other Governmental Authorities (where practicable) and upon request by the Authority permit a representative of the Authority to attend any such meetings.

Project Co assumes all risk and costs arising in relation to Permits for which Project Co is responsible as described in this Section 3.5, including delays to the Project Schedule arising from delays in obtaining Permits or inability to obtain Permits, conditions of obtaining Permits, or amendments to Permits as may be required. The Authority will provide Project Co with such information within the Authority's possession, and co-operate with Project Co, as Project Co may reasonably require in relation to all Permits for which Project Co is responsible.

### 3.6 Zoning

The Authority will obtain re-zoning of the Sites to permit Construction of the Schools. Copies of the re-zoning bylaw will be made available to Project Co. Project Co will be fully responsible for obtaining all other Permits required from the City, including any development permit that may be required, and for entering into any "servicing agreements" as may be required by the City.

### 3.7 LEED Silver Certification

Project Co will, subject to Section 3.7(g) of this Schedule, obtain LEED® Silver Certification for each School in accordance with the following:

- (a) Project Co acknowledges that the Project is registered under the current version of LEED® Canada NC 2009. Project Co agrees to follow that version for the purposes of obtaining LEED® Silver Certification, but may, with the consent of the Authority, not to be unreasonably withheld, follow a future version of LEED® Canada NC. Project Co may, with the consent of the Authority in the Authority's sole discretion, at Project Co's cost and risk, register the Project under another version of the LEED® Rating System. For greater certainty, Project Co will not be entitled to a Change under Section 3.7(e) of this Schedule resulting from a change in version of the LEED® Rating System.
- (b) Project Co will, subject to this Section 3.7, achieve all necessary prerequisites, credits and points under the LEED® Rating System required to achieve the LEED® Silver Certification and may in its discretion (but subject to the provisions of Sections 3.7(c) and 3.7(d) of this Schedule) determine which of the credits and points to pursue, and the Authority will provide reasonable cooperation to Project Co to assist Project Co in achieving LEED® Silver Certification. Project Co will not pursue the following points under the LEED® Rating System:
  - (1) WEc2 – Innovative Wastewater Technologies;
  - (2) EAc6 – Green Power;
  - (3) EQc2 – Increased Ventilation.
- (c) Project Co will achieve a minimum of 12 points under EAc1 – Optimize Energy Performance.
- (d) The Authority has reviewed the credits available within the LEED® Canada 2009 rating system and has designated the following credits and associated points as desirable for each School:
  - (1) SSc6.2 – Stormwater Management: Quality Control;
  - (2) SSc7.1 – Heat Island Effect: Roof;
  - (3) SSc8 – Light Pollution Reduction;
  - (4) WEc1 – Water Efficient Landscaping;
  - (5) WEc3 – Water Use Reduction;
  - (6) EAc3 – Enhanced Commissioning;

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- (7) EAc4 – Enhanced Refrigerant Management;
  - (8) MRc2 – Construction Waste Management;
  - (9) MRc4 – Recycled Content;
  - (10) MRc5 – Regional Content;
  - (11) EQc3.1 – IAQ Management During Construction;
  - (12) EQc3.2 – IAQ Management Plan Before Occupancy;
  - (13) EQc4 – Low Emitting Materials;
  - (14) EQc8.1 – Daylight;
  - (15) IDc1.1 – Innovation in Design: Green Cleaning;
  - (16) IDc1.2 – Innovation in Design: Green Education;
  - (17) IDc2 – LEED Accredited Professional;
  - (18) RPc1 – Durable Building;
  - (19) RPc2 – Regional Priority: Water Use >35%;
  - (20) RPc2 – Regional Priority: Enhanced Commissioning;
  - (21) RPc2 – Construction Waste Management >75%.
- (e) Subject to Section 3.7(a) of this Schedule, if at any time after the Effective Date (in respect of the LEED® Rating System) or the date of registration (under a LEED® rating system other than the LEED® Rating System), the requirements to achieve LEED® Silver Certification under the LEED® Rating System or the other LEED® rating system change, and Project Co is required to comply with such change in order to achieve LEED® Silver Certification for the Schools, then Project Co will notify the Authority forthwith of such change and such change will be a Change pursuant to Schedule 6 [Changes, Minor Works and Innovation Proposals].
- (f) Project Co will compile and submit the required documents for certification.
- (g)

- (h) Upon payment of amounts, if any, owing under this Section 3.7, Project Co will have no further obligations or liabilities in respect of obtaining LEED<sup>®</sup> Silver Certification, except to provide the Authority with such information and administrative assistance as the Authority may reasonably require in relation to obtaining LEED<sup>®</sup> Silver Certification, and for greater certainty the failure to obtain LEED<sup>®</sup> Silver Certification will not be a Project Co Event of Default.

### 3.8 LEED Project Checklist

As a condition of Service Commencement, Project Co will deliver to the Authority:

- (a) a LEED<sup>®</sup> project checklist, generally in accordance with CaGBC requirements, together with a written confirmation that, in Project Co's judgment:
- (1) the LEED<sup>®</sup> credits/points specified in Section 3.7(b) of this Schedule will be achieved for the Schools; and
  - (2) LEED<sup>®</sup> Silver Certification will be achieved for the Schools as required by Section 3.7 of this Schedule; and
- (b) a written opinion from a LEED<sup>®</sup> accredited professional that Project Co's confirmation under Section 3.8(a) above is reasonable.

### 3.9 Energy

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

### 3.10 School Threat and Risk Assessment

Project Co will, by the date specified in the Submittal Schedule, deliver to the Authority a comprehensive threat and risk assessment report for the Schools ("**School Threat and Risk Assessment**") identifying specific risks and vulnerabilities to people, property and the Authority associated with the Schools and the surrounding community, and describing how the Design will mitigate these risks and vulnerabilities, while implementing CPTED design principles. The School Threat and Risk Assessment will be based on the preliminary school threat and risk assessment included in the Proposal Extracts (Design and Construction). The Authority may provide comments on the School Threat and Risk Assessment within 15 Business Days of receiving it. Project Co will, acting reasonably, take account of the Authority's comments in finalizing the School Threat and Risk Assessment and deliver to the Authority a copy of the final School Threat and Risk Assessment within 15 Business Days of receiving the Authority's comments. Project Co will implement the risk mitigation strategies described in the School Threat and Risk Assessments in developing the Design.

### 3.11 First Nations and Métis Procurement and Employment Opportunities

Project Co will:

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- (a) not later than 20 Business Days after the Effective Date, deliver to the Authority a draft First Nations and Métis Design and Construction engagement plan (the “**First Nations and Métis Design and Construction Engagement Plan**”) that describes how Project Co will during the Design and Construction phases:
- (1) use commercially reasonable efforts to procure design and construction services from:
- (A) First Nations and Métis individuals;
- (B) First Nations and Métis controlled companies or legal entities; and
- (C) joint ventures that include First Nations and Métis controlled companies or legal entities,
- provided such services can be provided on a commercially competitive basis;
- (2) explore ways to make apprenticeship programs available to First Nations and Métis individuals and to promote greater participation in such programs; and
- (3) explore other means of providing employment training to First Nations and Métis individuals; and
- (b) until the Service Commencement Date report to the Authority on a monthly basis the results of these initiatives in sufficient detail to demonstrate compliance with this Section 3.11.

The Authority may provide comments on the First Nations and Métis Design and Construction Engagement Plan within 15 Business Days of receipt of the plan. Project Co will, acting reasonably, take account of the Authority’s comments in finalizing the First Nations and Métis Design and Construction Engagement Plan and deliver to the Authority a copy of the final plan within 15 Business Days of receiving the Authority’s comments. Project Co will implement the final First Nations and Métis Design and Construction Engagement Plan.

#### **4. DESIGN**

##### **4.1 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 or Good Industry Practice) licensed or registered professional engineers, architects and landscape 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.

#### 4.2 Design Process

Project Co will undertake the Design of the Schools:

- (a) in accordance with Appendix 2B [User Consultation and Design Review], including providing Submittals to the Authority in accordance with the Submittal Schedule and undertaking consultation with representatives of the School Users (the “**User Consultation Group**”);
- (b) in phases progressively for all Schools concurrently, with each phase capturing the information and detail of a previous phase, as follows:

- (1) Schematic Design Phase

This phase will include supplemental information not included in Appendix 2F [Proposal Extracts (Design and Construction)] and development of drawings and other documents illustrating the scale and character of the Schools, architecture and all engineering systems and any development permit (if applicable) in sufficient detail to describe how all the parts of each School (both public and Catholic) functionally relate to each other, such as the site plan, spatial relationship diagrams, principal floor plans, building systems, sections, and elevations; together with a written project brief.

At a minimum Project Co will address the following items:

- (A) design principles: design vision, Project Co’s overall approach to achieving School Users’ objectives and effective use of space;
- (B) proposal for a design vision, aesthetics, materials and building character, including School elevations and including, as required by Schedule 3 [Design and Construction Specifications], a master colour sample palette and a sample board for exterior material finishes;
- (C) how the design promotes close ties with the neighbourhood and integration with the surrounding community;

- (D) how the design promotes coherent and harmonious integration of the architectural elements;
- (E) how the design promotes differentiation of the public and Catholic schools, the child care centre and the community resource centre;
- (F) plan of the Sites showing buildings, Relocatable Classrooms and main accesses and egresses;
- (G) site plan, focusing on access, egress and drop-offs (pedestrian, vehicle, bus and fire trucks);
- (H) parking calculations;
- (I) plans of functional department blocking, layouts, building stacking and links, internal and external flow of circulation and department drawings;
- (J) 3D computer generated models of the following rooms indicating the dimensions and sizing of the room and the location and configuration of millwork, casework, furniture, services and equipment:
  - (i) typical classroom and adjacent breakout;
  - (ii) gymnasium and gymnasium common corridor;
  - (iii) Da Vinci Studios;
  - (iv) Learning Resource Centre / Learning Commons; and
  - (v) Band / Music Room;
- (K) analysis of preliminary plans for the flow of students, staff and material, with special attention to the volume of students entering and exiting the School student entries and boot rooms;
- (L) child care centre calculations to confirm compliance to standards;
- (M) site and building flexibility concepts;
- (N) a comparison of the functional space requirements set out in Appendix 3A [Functional Program] and that of the proposed design;
- (O) verification of aspects of accessibility and signage concepts;
- (P) concept details of acoustic treatment to large door/window openings in instructional areas;



(Q) description of all information technology and security systems and how these systems will enable and enhance functionality; and

(R) School Threat and Risk Assessment report.

The end of this phase will occur when all Schematic Design Submittals have been assigned a “REVIEWED” comment, after which the Design Development Phase may begin.

(2) Design Development Phase

This phase will include drawings and other documents, including a site plan, elevations and sections, together with a written project brief detailing area calculations, detailing all building systems and outline specifications, to fully describe the size and character of each entire School including the architectural, landscaping, civil, structural, mechanical, electrical and IMIT systems, materials and other elements to fully describe Schools.

At a minimum Project Co will address the following items:

(A) developed design;

(B) signage, orientation, etc.;

(C) developed exterior elevations of the buildings, wall cross-sections;

(D) developed integration of exterior spaces, including vehicle access/egress (including drop-off and pick-up access to parking, staff parking, etc.).

(E) developed interior concepts and key elevations;

(F) relevant draft policies and plans as required by Schedule 4 [Services Protocols and Specifications], including Appendix 4C [Plant Services];

(G) developed landscape plans;

(H) developed room numbering plan for Authority use (public and student wayfinding);

(I) the following related to educational aspects:

(i) review of drawings based on the comments from the Schematic Design Phase;

(ii) plans showing all rooms with dimensions: interior elevations and reflected ceiling plans, with relevant equipment shown;

- 
- (iii) 3D computer generated models of the following rooms indicating the dimensions and sizing of the room and the location and configuration of millwork, casework, furniture, services and equipment:
    - (a) typical classroom and adjacent breakout;
    - (b) gymnasium and gymnasium common corridor;
    - (c) Da Vinci Studios;
    - (d) Learning Resource Centre / Learning Commons;
    - (e) Band / Music Room;
    - (f) student services space (special needs);
  - (iv) a full lighting and switching layout for each room and floor plates;
  - (v) develop interior finishes (flooring, walls, wall protection and ceiling finishes) for all rooms and floor plates;
  - (vi) verification of the impact of the layout of the premises on the flow of students, personnel and material;
  - (vii) review wayfinding strategies from the proposal stage and how they will be incorporated with details in the current design;
  - (viii) review standard millwork types and details;
  - (ix) review of door controls and hardware concepts/strategies; and
  - (x) review of security strategies.
- (J) the following related to technical aspects:
- (i) roofing plan;
  - (ii) technical details of acoustic treatment to large door/window openings in instructional areas;
  - (iii) main engineering component drawings that relate to the connection of municipal infrastructure and public services;
  - (iv) main engineering component drawings that relate to the educational design;

- (v) main engineering component drawings that relate to equipment infrastructure;
- (vi) main engineering component drawings that relate to the mechanical system;
- (vii) main engineering component drawings that relate to the electrical system;
- (viii) main engineering component drawings that relate to the plumbing system;
- (ix) main engineering component drawings that relate to landscaping, exterior lighting, storm water retention and civil engineering;
- (x) main engineering component drawings that relate to the structural system.
- (xi) main engineering component drawings that relate to the life safety system;
- (xii) drawings indicating future engineering system flexibility;
- (xiii) redundancy and spare capacity calculations;
- (xiv) LEED<sup>®</sup> Certification Plan; and
- (xv) daylight standards and views summary.

Educational and technical aspects may be combined.

(3) Construction Documents Phase

This phase will include construction documents consisting of drawings and specifications describing in detail the requirements for the construction of all components, systems and equipment for the Schools:

- (A) at 50% completion; and
- (B) at 95% completion;

in accordance with the Submittal Schedule, in a timely way in advance of Construction with sufficient detail to permit the Authority to understand and assess the Design of the Schools.

If Project Co intends to proceed with construction of an element of a School in advance of the completion of the design of the entire School then Project Co will

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Execution Version

deliver the 50% and 95% construction documents for that element (with sufficient accompanying detail to permit the Authority to understand and assess the design of that element) in advance of the design documents for other elements of the School;

- (c) so that in 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 Schools in accordance with Good Industry Practice, including (as applicable to a particular phase):
- (1) dimensioned floor plans and elevations showing all millwork;
  - (2) furniture and equipment;
  - (3) interior elevations for all rooms and spaces, including all interior finishes, millwork, mechanical and electrical;
  - (4) exterior building elevations;
  - (5) completed site and landscaping plans;
  - (6) room finish schedules;
  - (7) reflected ceiling plans;
  - (8) interior finishes;
  - (9) acoustic treatment details to walls, ceilings and openings;
  - (10) a written report detailing and describing the manner in which the following have been taken into account in the Design:
    - (A) Project Design Objectives;
    - (B) material selection;
    - (C) constructability;
    - (D) Life Cycle Requirements;
    - (E) the School Threat and Risk Assessment; and
    - (F) building operating services; and
  - (11) clearly identifying sections for:
    - (A) architectural design;

- (B) site development and landscaping;
- (C) structural design;
- (D) mechanical design;
- (E) electrical design;
- (F) LEED<sup>®</sup> Certification Plan; and
- (G) daylight standards and views summary.

Project Co will only issue drawings and specifications for construction purposes based on Reviewed Drawings and Specifications as described in Appendix 2B [User Consultation and Design Review]. Project Co will print drawings issued for construction purposes (“**Issued For Construction Drawings**”) on paper that is a distinct colour, and will provide copies of all Issued For Construction Drawings to the Authority as soon as possible after they are issued for construction.

This Section 4.2 does not limit Project Co’s obligation to comply with any requirements set out in the Design and Construction Specifications in relation to the stages and requirements for Design.

#### 4.3 Design Change

The following will apply to the Authority’s requests for amendments to the design of the Schools:

- (a) revisions to drawings, specifications, equipment and additional Design requested by the Authority under the processes described in Section 4 of this Schedule and in Appendix 2B [User Consultation and Design Review] are not Changes and will be completed at Project Co’s cost (except to the extent that any such requested revision would constitute a material 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 (other than a variation required to bring the Design into conformity with this Agreement) then such variation will be a Change and the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

#### 4.4 Mock-Ups

Project Co will, at its cost and as part of the user consultation and design review process described in Appendix 2B [User Consultation and Design Review], provide and make available to the Authority for review the “mock-ups” described in this Section **Error! Reference source not found.** Project Co will include dates on the Submittal Schedule for construction of and Authority review of mock-ups. The time periods for Authority review and comments on Submittals set out in Appendix 2B [User Consultation and Design Review] will apply to mock-ups.

- 
- (a) By the date set out in the Submittal Schedule, Project Co will provide 1:1 scale mock-ups (using either paper, tape markings on the floor or similar) of the following rooms indicating the dimensions and sizing of the room and the location and configuration of millwork, casework, furniture, services and equipment:
- (1) typical classroom;
  - (2) Personal Care Washroom;
- (b) By the date set out in the Submittal Schedule, Project Co will provide 1:1 scale mock-ups (using temporary walls or similar) of the following rooms indicating the dimensions and sizing of the room and the location and configuration of doors, stairs and boot racks, for each School model:
- (1) typical student entry and boot room;
- (c) By the date set out in the Submittal Schedule, Project Co will provide a 3-dimensional rendering of the following rooms indicating the dimensions and sizing of each room and the location of millwork, services, equipment and furniture and configuration:
- (1) Learning Commons, Library, Resource Centre, Presentation Stair;
- (d) By the date set out in the Submittal Schedule, Project Co will provide fully constructed mock-ups of the following components (at a location either within each School as it is under construction or at another location provided by Project Co near each School), including all actual materials, finishes, millwork, services and equipment included in the design of the room so that the Authority and the User Consultation Group can experience all features of the Design and make Design decisions:
- (1) typical large scale door openings with acoustic treatment.

Project Co will modify the mock-ups as may be required as the Design develops based on feedback from the User Consultation Group and the Authority.

The purpose of the mock-ups will be to illustrate the Design. Project Co will update all Design documentation to reflect the mock-ups and any input from the Authority and the User Consultation Group, and will submit all such updated Design documentation to the Authority for review pursuant to Appendix 2B [User Consultation and Design Review].

Project Co will provide for the mock-ups at a local existing school gymnasium as provided by the Authority.

#### **4.5 Ownership of Design**

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

- 
- (a) Neither the Authority nor any School Board will 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 and each relevant School Board, or will cause the Design-Builder and all Sub-Contractors to grant to the Authority and each relevant School Board, an irrevocable perpetual license giving the Authority and each relevant School Board the non-exclusive right to use the Design, including any of the documents and information listed in Section 5.23 of this Schedule:
    - (1) in connection with the Schools during and beyond the end of the Term and as long as the Schools exist, including for operational purposes during the Term and for renovations, additions and alterations to the Schools; and
    - (2) for reference purposes in connection with other operations, projects and facilities of the Authority and the School Boards; 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 license referred to in Section 4.5(b) of this Schedule.

#### **4.6 Record of Adjustments to Design and Construction**

The parties wish to create a single record of adjustments to the Design and Construction that are reflected in the Reviewed Drawings and Specifications, but which do not constitute Changes for which there are adjustments to payments or any School Target Service Commencement Date. The adjustments include all inconsistencies with or differences from the Design and Construction Specifications, the Proposal Extracts, this Schedule 2 and any other parts of this Agreement.

Project Co will maintain a list of all such adjustments, to be referred to as “Adds/Omits” or such other name agreed to by the parties. Project Co will provide a copy of such list, and proposed updates to the list, together with each of the phases of Design set out in Section 4.2 above, and will modify the list for reasonable comments made by the Authority.

Upon the achievement of School Service Commencement for each School, the parties intend to agree on documentation to reflect such adjustments and may for convenience set out such adjustments in a Change Certificate.

Unless otherwise agreed, at least 90 days prior to the School Service Commencement Date for each School, Project Co will provide the Authority with a draft Change Report (and, if requested by the Authority, a draft markup of the Design and Construction Specifications) setting out such adjustments, without adjustments to payments or to the applicable School Target Service Commencement Date, and the parties will seek to agree on final documentation within 30 days after the applicable School Service Commencement Date.

## **5. CONSTRUCTION**

### **5.1 Construction of the Schools**

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. This obligation will be in addition to all other obligations of Project Co under this Agreement.

### **5.2 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 and Construction Representative for review under Appendix 2B [User Consultation and Design Review].

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

### **5.3 Site Supervisor**

Project Co will employ or cause the Design-Builder to employ a full time site supervisor to each of the Sites.

### **5.4 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. Trades and other workers will be licensed or registered as required by applicable Law or Good Industry Practice. The provisions of Sections 2.8, 2.9 and 2.10 of Schedule 4 [Services Protocols and Specifications] will apply to workers requiring access to any Site or School after School Service Commencement for the applicable School.

### **5.5 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 and Construction Representative or any other representative or agent of the Authority, or to the Independent Certifier.

### **5.6 Existing Utilities and Services**

Project Co will confirm the location of, and protect:

- (a) all existing off-Site utilities and services that may be affected by the Construction; and
- (b) all existing on-Site utilities and services that may be affected by the Construction.



Project Co will relocate any existing on-Site utilities and services that conflict with Construction.

### 5.7 Site Investigation

By entering into this Agreement, Project Co will be deemed to have inspected the Sites 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 Sites (except as expressly provided to the contrary in this Agreement) including:

- (a) the adequacy of the rights of access to and through the Sites for the Construction;
- (b) vehicular access and parking;
- (c) temporary storage of building materials and equipment;
- (d) existing utilities and services on the Sites;
- (e) existing structures requiring demolition and disposal; and
- (f) geotechnical conditions.

### 5.8 Site Reports

The Authority has made available the Site Reports for each Site for Project Co's reference. The Authority makes no representation whatsoever as to the accuracy or completeness of any information in the Site Reports and Project Co specifically acknowledges that the Authority assumes and accepts no responsibility that the information, as may be available in the Site Reports, is accurate or completely describes actual site conditions including geotechnical or soil conditions (including presence of boulders, rock, low-strength soil and voids) and ground water conditions (including presence of underground streams or water table conditions) that may affect the Design or Construction or other responsibilities of Project Co under this Agreement. Project Co will not be entitled to any compensation from the Authority if actual conditions vary from those described in the Site Reports other than with respect to Undisclosed Environmental Liabilities. Site Reports and related documentation are available in the Data Room.

### 5.9 Site Issues

Project Co will:

- (a) carry out the Construction in accordance with a phasing plan (the "**Phasing Plan**") that includes the details for Project Co's phasing of all parts of the Construction, including:
  - (1) all site preparation for each Site;
  - (2) construction of each School;
  - (3) overall combined sequence of construction of all Sites;

and Project Co will submit the Phasing Plan to the Authority not less than 30 days after the Effective Date and will not proceed until the Phasing Plan has received the notation "Reviewed" under Appendix 2B [User Consultation and Design Review];

- (b) comply with the reviewed Phasing Plan;
- (c) install a 1.8 metre fence around the perimeter of each Site (except where the Authority has installed a fence already) and such hoarding as may be required to separate each Site from adjacent lands, in accordance with applicable City standards;
- (d) take reasonable steps to ensure that Project Co Persons, Construction workers and suppliers do not smoke on any portion of the Sites;
- (e) provide a 24-hour hotline (and post the phone number in a prominent location on each Site) for:
  - (1) Authority staff to notify Project Co of any Construction related emergencies; and
  - (2) neighbours and passers-by to contact Project Co;

and Project Co will respond to any phone calls made on the hotline within 1 hour;

- (f) provide each neighbourhood committee with a Project Co name and number to voice concerns;
- (g) provide a community liaison officer to provide a single point of contact regarding construction and development issues for each Site;
- (h) from the commencement of Construction until School Service Commencement for each School, provide, at each Site, a high quality colour webcam service with one or more webcams, that are linked to the Authority's public website for the Project and that provide frequently refreshed high quality images showing the Construction activities at the Sites, with the Authority to provide Project Co with one or more locations reasonably required by Project Co for Project Co to install cameras and supporting infrastructure and services (including internet service);
- (i) before commencing the Construction, prepare and implement in co-operation with the Authority a construction fire safety plan for each Site, which plan will describe emergency access routes to and from the Sites during an emergency; and
- (j) if Project Co performs any Construction outside of the areas designated as the Sites, comply with all policies and other requirements of the Authority and the relevant City.

#### **5.10 The Authority's Access to the 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 and Construction Representative and its delegates and any other person designated by the Authority will have access at all reasonable times during normal working hours to:

- (a) attend the Sites and view the Construction and any test or investigation being carried out in respect of 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 and Construction Representative and its delegates will have the right to attend all monthly progress meetings and site meetings, including meetings between Project Co and the Design-Builder or its Sub-Contractors.

Project Co will cooperate with the Authority to arrange for tours of the Sites at reasonable times during Construction for interested educational 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 Sites or Schools during the Construction Period (except for such Schools that have achieved School Service Commencement) without the consent of Project Co, such consent not to be unreasonably withheld or delayed.

### **5.11 Inspection**

Prior to the School Service Commencement Date for any School, Project Co will, upon request by the Authority's Design and Construction Representative including detailed reasons for the request, open up for inspection by the Authority's Design and Construction Representative any part of the work on the applicable School which the Authority's Design and 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 2.5 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 Schools is defective, then:
  - (1) Project Co will rectify and make good such Defect(s);
  - (2) any consequence of such rectification or making good of 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 5.11(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.

### 5.12 Builders' Lien Act and Builders Liens

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

- (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 that any builders' lien holdback is required to be retained by the Authority, then Project Co agrees that it is making and will make all of its required holdbacks as agent for the Authority;
- (e) Project Co will indemnify the Authority from any damages, costs, claims and expenses of any kind, including actual solicitors' costs, arising from any lien claim made against the Authority or the Sites in respect of the Construction; and
- (f) failure to hold back payment of amounts due to any Person in accordance with section 34 of the *Builders' Lien Act* (Saskatchewan) will not constitute a Project Co Event of Default.

### 5.13 Safety

Project Co will be solely responsible for safety during the Construction Period, including the safety of all persons on the Sites and any other location where the Construction is performed (whether on the Sites 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.

**5.14 Protection of Property**

Project Co will:

- (a) protect the Authority's and each School Board's property (and any third party's property) from damage caused by the Construction, including buildings, roadways, drainage systems, landscaping, surfaces, services and infrastructure; and
- (b) promptly repair any damage to property caused by Project Co in undertaking the Construction, including any damage caused by site settlement or ground vibration.

**5.15 Survey and Monitoring**

Project Co will:

- (a) prior to start of any Construction, conduct a pre-construction survey of each Site and pre-construction surveys of all adjacent properties, infrastructure, roadways (including all underground services and installations) within a radius required by the Authority and in a form and detail satisfactory to the Authority, acting reasonably, which will without limitation meet the requirements set out in Section 5.16 of this Schedule, and deliver a copy of the pre-construction survey reports to the Authority; and
- (b) conduct monitoring surveys at regular intervals throughout the Construction Period and at six months following Service Commencement, and deliver monitoring surveys to the Authority in a form and detail satisfactory to the Authority, acting reasonably.

The monitoring will include all locations identified in the Design and Construction Specifications.

**5.16 Photographic Documentation of Construction**

Project Co will provide a photo documentation service ("**PDS**") of construction progress and as-built conditions for the each School in accordance with the requirements of this Section.

- (a) Required Elements
  - (1) The PDS will combine inspection-grade digital photography with an indexing, navigation and storage system to capture actual conditions throughout the Construction Period, including at critical milestones determined in consultation with the Authority. The PDS will incorporate the architectural drawings, making such drawings interactive using an on-line interface. For all PDS documentation referenced, indexing and navigation will be organized by both time (date-stamped) and location.
  - (2) The PDS documentation will include a pre-construction site survey providing overlapping photo documentation of the Site and its immediately surrounding areas to carefully memorialize conditions as at the Effective Date before the Construction commences.

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- (3) Construction progress will be tracked through the PDS at regular intervals, monthly at a minimum. The PDS will capture:
- (A) a general overview of both the exterior and interior construction of each School, including all elevations and major site features; and
  - (B) interior improvements by each area, including:
    - (i) overlapping images of all in-floor/ceilings utilities within the building envelope;
    - (ii) the mechanical, electrical, plumbing and all other systems prior to pre-insulation, sheet rock or dry wall installation and overlapping images of all finished systems located in the walls and ceilings of each School; and
    - (iii) all interior walls, ceilings and floors in their post-inspection, completed condition, prior to occupancy.
- (4) The PDS will capture all miscellaneous events that do not fit into the regular photo path, such events including the arrival of materials on site, with these miscellaneous events dated and inserted into a separate section in the navigation structure of the PDS.
- (b) Hosting Requirements and End Product:
- (1) All PDS documentation will be made accessible at all times on-line, through the use of any standard internet connection, to the Authority or any Authority Persons. The PDS will enable multiple-user access, simultaneously, online, and access will be secure and accomplished through password protection.
  - (2) Project Co will provide redundant server back-up of the PDS documentation for the period from the Effective Date until the Service Commencement Date.
  - (3) Project Co will make available to the Authority or Authority Persons, at the cost of Project Co, any necessary technical support related to the use of the PDS.
  - (4) As soon as reasonably practicable after the School Service Commencement Date for each School, Project Co will provide to the Authority final copies of the PDS documentation (the “**Permanent PDS Record**”) with the indexing and navigation system embedded and active, in an electronic media format, typically a DVD or external hard-drive. On-line access will be deleted and all records removed from the hosting sites upon delivery of the Permanent PDS Record.

**5.17 Control of Vibration**

Project Co will discuss with the Authority any expected ground vibration from Project Co's Construction activities in advance of those activities (as vibration may result in damage to adjacent buildings), and without limiting the previous sentence Project Co will carry out its Construction activities so that:

- (a) vibration transfer to adjacent buildings or residences does not adversely affect existing operations and normal residential activities; and
- (b) if vibration transfer to adjacent buildings or residences is anticipated, provide a communication plan to the community in advance of construction activity.

**5.18 Control of Dust, Noise and Noxious Odours**

Project Co will take all reasonable steps (including any specific steps reasonably required by the Authority) to minimize dust, noise and noxious odours (including diesel exhaust) from the Construction (including preparation of the Sites) at the Sites and to mitigate any adverse effects on the properties adjacent to the Sites.

**5.19 Construction Debris and Waste Management**

Project Co will develop and implement a comprehensive waste management plan for the Construction that:

- (a) quantifies Project Co's material diversion, including recycling or salvage, goals;
- (b) identifies materials that will be recycled, including the following items:
  - (1) clean dimensional wood and palette wood;
  - (2) concrete/brick/concrete block/asphalt;
  - (3) drywall;
  - (4) fluorescent tubes;
  - (5) old corrugated cardboard;
  - (6) paint; and
  - (7) scrap metal; and
- (c) describes the plans and procedures to be implemented by Project Co for:
  - (1) the separation of materials, and prevention of contamination of materials, to be recycled or salvaged; and

- (2) the removal, handling and disposal of hazardous wastes in accordance with applicable Laws and Good Industry Practice.

Project Co will deliver to the Authority a copy of its waste management plan by the date specified in the Submittal Schedule.

### **5.20 Signage**

Subject to Section 2.10 of this Agreement, Project Co may erect signage at the Sites during Construction to identify Project Co, the Design-Builder and Project Contractors, provided such signs comply with City requirements and are acceptable to the Authority's Design and Construction Representative, acting reasonably. Project Co will maintain any signage relating to the Project installed on the Sites prior to the start of Construction and will relocate such signage if required to accommodate Construction activities.

### **5.21 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; and
- (b) provide its own services necessary for Project Co's construction use including but not limited to power, telephone, water and sewage.

### **5.22 Project Meetings**

Without limiting the obligations pursuant to Section 1.6 of this Schedule in respect of the Construction Period Joint Committee, at the Authority's request, Project Co's Design and 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 unless otherwise agreed by the Authority.

### **5.23 Project Records**

Notwithstanding any other provision of this Agreement:

- (a) As-Built Drawings and Specifications: Project Co will:
  - (1) throughout the Construction Period and the Operating Period, update the Reviewed Drawings and Specifications and Issued For Construction Drawings (with respect to the drawings, such update will be in hard copy and "CAD" or other electronic format), including all final shop drawings, so as to produce accurate and complete as-built documents for each School;
  - (2) from time to time upon request by the Authority, make available such as-built drawings and specifications in hard copy and 'CAD' or other electronic format to the Authority's Design and Construction Representative for review to permit the



Authority's Design and Construction Representative to monitor Project Co's compliance with the requirements of this Section and for the Authority's operational and other use; and

- (3) on or before School Service Commencement for each School, provide three full-size hard copies plus electronic copies of drawings in both Autodesk Design Review 'DWF' and Adobe Reader 'PDF' format of the completed as-built drawings and specifications for the applicable School.

Project Co will submit all electronic copies in compliance with the standards established by the Authority from time to time for electronic copies.

- (b) Maintenance Manuals: Project Co will:
  - (1) on or before School Service Commencement for each School, make available School operation and 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 applicable School for review by the Authority's Design and Construction 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 process;
- (d) Minutes of Meetings: Project Co will retain minutes of all meetings between the Authority and Project Co relating to the Design and Construction. Project Co will circulate such minutes to the Authority's Design and Construction Representative for review and comment within the time period specified in this Agreement for the particular meeting or if no time period is specified then within 5 days after the relevant meeting, and a reasonable period before any 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) Monitoring Results: Project Co will retain all survey and monitoring records obtained in connection with Section 5.15 (Survey and Monitoring);
- (g) Utility Plans: Project Co will retain utility plans for the Schools and the Sites;
- (h) Landscape and Irrigation Plans: Project Co will retain landscape and irrigation plans for the Schools and the Sites;

- (i) Copies of all Permits: Project Co will retain copies of all Permits for the Construction and occupation of each of the Schools; and
- (j) 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. EQUIPMENT SUPPLY AND INSTALLATION

### 6.1 Design and Construction Requirements

The parties will comply with Appendix 2D [Equipment and Furniture].

Without limiting Appendix 2D [Equipment and Furniture], Project Co will complete the Design and Construction to accommodate in the Schools the installation, operation, repair and maintenance of all the Equipment, including as required all electrical, data and plumbing connections, structural support, seismic restraints and space for efficient access, all to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of such equipment (which may be of a higher standard than specified in Schedule 3 [Design and Construction Specifications]).

Any items of equipment or systems referred to in the Design and Construction Specifications that are not specifically listed in the Equipment and Furniture List referred to in Appendix 2D [Equipment and Furniture] are the sole responsibility of Project Co to be supplied and included as part of the Schools.

### 6.2 Asset Tagging

Project Co will, in consultation with the Authority, affix an Authority approved unique numerical asset identification tag or tags to each piece of equipment installed in the Schools, including:

- (a) all Equipment; and
- (b) all mechanical, HVAC and communications systems equipment.

All tagging will conform to the Authority's tagging system (if any) and to the respective School Boards' tagging systems (if any).

### 6.3 Asset Register

Project Co will create, maintain, update and share with the Authority, an asset register of all equipment installed in the Schools (the "**Asset Register**"), including:

- (a) all Equipment; and
- (b) all electrical, mechanical, HVAC and communications systems equipment.

For each item of equipment recorded on the Asset Register, Project Co will, as applicable, record the following information:

- (c) manufacturer, model and device type;
- (d) equipment item number;
- (e) unique asset tag number (and RFID number if applicable);
- (f) serial number;
- (g) purchase order or equipment purchase contract identifier;
- (h) equipment supplier and contact information for the equipment supplier;
- (i) installed location (room number);
- (j) date installed;
- (k) anticipated replacement date or timeframe;
- (l) warranty start date and expiry date;
- (m) required utility, HVAC or other connections; and
- (n) any other information that may be agreed upon by the Authority and Project Co.

## **7. QUALITY MANAGEMENT**

### **7.1 Quality of the Design and Construction**

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

### **7.2 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.

### **7.3 Project Co's Quality Consultant**

Project Co will appoint a qualified expert in quality management ("**Project Co's Quality Consultant**") to develop, implement and oversee a Quality Assurance Program and Quality Assurance Plan. Project Co will not permit Project Co's Quality Consultant to perform any role in the Design and Construction except for the role described in this Section.

### **7.4 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 Schedule 2 – Design and Construction Protocols (Saskatchewan Joint-Use Schools Project #1)  
Execution Version

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 a 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 will be remedied or corrected and a record will be maintained of the remedy or correction, and
  - (12) maintain records as required by this Agreement;

Schedule 2 – Design and Construction Protocols (Saskatchewan Joint-Use Schools Project #1)  
Execution Version

- (e) provide for design verification in accordance with Good Industry Practice;
- (f) provide that professionals of record will:
  - (1) 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 Specifications and the Design and Construction Specifications; and
  - (2) provide a letter of assurance that is an attestation that the Design and Construction has been performed in accordance with the Reviewed Drawings and Specifications and the Design and Construction Specifications.

### 7.5 Quality Assurance Plan

Project Co will develop a reasonable quality assurance plan (the "**Quality Assurance Plan**") that describes the implementation of the Quality Assurance Program in accordance with the following:

- (a) Project Co will deliver to the Authority a preliminary draft of the Quality Assurance Plan (that is based on the preliminary quality assurance plan included in the Proposal Extracts (Design and Construction)) not more than 20 Business Days after the Effective Date, failing which, the Authority will be entitled to make a Deduction of \$2,500 for each week or part thereof after the date falling 20 Business Days after the Effective Date until Project Co has delivered to the Authority a preliminary draft of the Quality Assurance Plan, but if Project Co has not delivered to the Authority a preliminary draft of the Quality Assurance Plan by the date falling 40 Business Days after the Effective Date, the Deduction applicable under this Section 7.5(a) will increase to \$5,000 per week;
- (b) the Authority will provide its comments, if any, on the preliminary draft to Project Co within 20 Business Days of receipt of the preliminary draft;
- (c) Project Co will deliver a revised draft of the Quality Assurance Plan to the Authority not more than 20 Business Days after receiving the Authority's comments, failing which, the Authority will be entitled to make a Deduction of \$5,000 for each week or part thereof after the date falling 20 Business Days after the Authority's comments were received by Project Co until Project Co has delivered to the Authority a revised draft of the Quality Assurance Plan;
- (d) the Authority will, within 15 Business Days of receipt of the revised draft, advise Project Co whether the Authority accepts the Quality Assurance Plan, and if the Authority does not accept it the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;
- (e) if the Authority does not accept the Quality Assurance Plan, the parties will, acting reasonably, diligently work together with a view to revising the Quality Assurance Plan to address the Authority's reasons for non-acceptance;

- (f) if the Authority has not accepted the Quality Assurance Plan by the date that is 90 Business Days after the Effective Date, Project Co may refer the dispute to the Dispute Resolution Procedure to determine whether Project Co's proposed Quality Assurance Plan is reasonable.
- (g) any Deduction the Authority is entitled to make pursuant to Section 7.5(a) or Section 7.5(c) of this Schedule will be made from the first Service Payment payable to Project Co pursuant to Schedule 8 [Payments]; and
- (h) Deductions made pursuant to this Section 7.5 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or Sections 5.7 or 5.8 of Schedule 4 [Services Protocols and Specifications].

Project Co will promptly implement and strictly comply with the Quality Assurance Plan developed under this Section.

## **7.6 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. The report will include all supporting documentation including field reviews, photographs, reports and other material.

## **7.7 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.

## **8. WORKERS COMPENSATION**

### **8.1 Evidence of Workers' Compensation Compliance**

Project Co will provide evidence, satisfactory to the Authority's Design and Construction Representative, of compliance by Project Co and all Project Contractors with the requirements of the *Workers' Compensation Act, 2013* (Saskatchewan), 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 Design and Construction Representative acting reasonably.

## 8.2 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 Saskatchewan Employment Act*, for the Sites with respect to which School Service Commencement has not yet been achieved, 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 Sites, including the Authority, the Authority's Design and 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 Director of Occupational Health and Safety 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 Saskatchewan Employment Act* and regulations, or other statutes.

## 8.3 Failure to Comply with Workers' Compensation or Occupational Health and Safety 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, 2013* (Saskatchewan) or *The Saskatchewan Employment Act*, then such failure or refusal will be considered a Project Co Material Breach.

## 9. PROJECT SCHEDULE AND SCHEDULING

### 9.1 Initial Project Schedule

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

### 9.2 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 15<sup>th</sup> 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 in accordance with the requirements of this Agreement. The updates will include:

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- (a) adjustments resulting from Supervening Events and Changes, if any, as permitted by this Agreement;
  - (b) best estimates of the following:
    - (1) the start and completion dates for the Design phases described in Section 4.2 of this Schedule;
    - (2) the commencement of Construction; and
    - (3) the planned start and completion dates of the major activities of Construction;
  - (c) each School Target Service Commencement Date and the Target Service Commencement Date, which (except to the extent necessary to reflect adjustments made in accordance with Section 9.2(a) of this Schedule) may not be updated or otherwise changed unless the Authority, in its discretion, consents.

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.

### 9.3 Failure to Update Project Schedule

If Project Co fails or refuses to deliver an Updated Project Schedule as required under Section 9.2 of this Schedule, then such failure or refusal will be deemed to be a Project Co Material Breach.

### 9.4 Compliance with Project Schedule

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

### 9.5 Move-In Schedules

Project Co acknowledges that the Authority will rely on the School Service Commencement Dates as set out in the Project Schedule (as may be adjusted under Section 9.2 of this Schedule).

As soon as reasonably practicable, but in any event no later than 180 days prior to each School Target Service Commencement Date, Project Co will deliver to the Authority’s Design and Construction Representative a move-in schedule in respect of the applicable School (the “**School Move-in Schedule**”), indicating the anticipated dates when such areas will become available for occupation by the School Boards so as to facilitate and permit the School Boards to progressively take up occupation in an efficient manner.

The Authority’s Design and 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 School Move-in Schedule.

## **10. DELAYS AND ACCELERATION**

### **10.1 Acceleration to Recover Project Co Delays**

If at any time the Authority, acting reasonably, determines that Project Co is behind the Updated Project Schedule and will not achieve School Service Commencement for any School by the applicable School Target Service Commencement Date, then the Authority may deliver notice to Project Co's Design and 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 School Service Commencement by the applicable School Target Service Commencement Date.

### **10.2 Delay Costs**

If, other than due to a Supervening Event or a Change, Project Co fails to achieve any School Service Commencement by the applicable School Target Service Commencement Date, then Project Co will reimburse the Authority and the relevant School Boards for any additional out-of-pocket costs which the Authority and the relevant School Boards reasonably incur and evidence to Project Co because the Authority relied on the School Move-in Schedule, which are in excess of the costs which the Authority and the relevant School Boards would have incurred had Project Co achieved the dates set out in the School Move-in Schedule. Notwithstanding anything contained in this Agreement (including any Schedule), the liability of Project Co for failing to achieve School Service Commencement by the applicable School Target Service Commencement Date will not exceed \$3,000 per day per School.

### **10.3 Acceleration to Advance Service Commencement**

Without prejudice to the Authority's rights under Section 10.1 of this Schedule, 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. If the Authority acting reasonably decides to proceed with the acceleration then:

- (a) the Authority will notify Project Co in writing;
- (b) Project Co will implement the directed acceleration in accordance with its proposal;
- (c) the Authority will reimburse Project Co for costs that were described in Project Co's proposal and reasonably incurred by Project Co (but not for any other costs); and
- (d) if the acceleration involves a Change (other than to the Updated Project Schedule) then such Change will be made in accordance with Schedule 6 [Changes, Minor Works and Innovation Proposals].

## 11. COMMISSIONING AND OPERATIONAL READINESS

### 11.1 Testing and Commissioning

Project Co will, prior to applying for a Certificate of Service Commencement for any School, retain a qualified independent commissioning agent (who is neither a Project Co Person nor an Affiliate of a Project Co Person, and who is acceptable to the Authority, acting reasonably), to test and commission all equipment (including Equipment on the Equipment and Furniture List) and systems in the applicable School to demonstrate to the Authority's Design and Construction Representative that the applicable School's equipment and systems, including all major systems, are operating so that the School Boards may occupy the School for its Intended Uses and the Availability Conditions are satisfied for all Functional Units. The commissioning agent will prepare a written report to confirm the foregoing and completion of the commissioning activities scheduled in the Commissioning Plan to be completed before School Service Commencement for the applicable School. Testing and commissioning will include the following:

- (a) a complete and successful demonstration in real time under full stress conditions for all equipment and systems that require or are provided with redundancy or spare capacity; and
- (b) end to end testing and commissioning of key equipment and systems to ensure complete operational readiness.

### 11.2 Equipment and Systems Operation and Training

Project Co will be knowledgeable on the proper use and maintenance of all equipment and systems Project Co installs in the Schools, including all equipment and systems described in the Design and Construction Specifications and any other communication systems, and will provide sufficient training and education to School Board staff to enable the School Boards to properly utilize such equipment and systems, including any training and education with respect to Equipment required under Appendix 2D [Equipment and Furniture] or the Design and Construction Specifications. The Authority will identify the relevant School Board staff and make such staff available for training at reasonable times before the School Service Commencement Date for each School. All training will be completed before the School Service Commencement Date for each School unless agreed by the Authority, acting reasonably. Project Co will not be responsible for any delay resulting from the School Boards' staff failing to attend training sessions at the times agreed for such sessions by the Authority provided that Project Co will make reasonable efforts to reschedule any such training sessions. Training may be after School Service Commencement for any School if required by the Authority, or at the request of Project Co with the consent of the Authority, acting reasonably.

### 11.3 Commissioning Plan

Project Co will prepare and deliver to the Authority's Design and Construction Representative and the Independent Certifier a detailed plan (the "**Commissioning Plan**") for each School setting out the testing, commissioning, training and other activities Project Co intends to carry out to satisfy Sections 11.1, 11.2 and 11.3 of this Schedule and to achieve School Service Commencement for each School, including:

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- (a) a description of the specific equipment and systems to be tested and commissioned and the associated commissioning requirements, including those to be completed before School Service Commencement for each applicable School, provided, however, in respect of the Rosewood Park School only, it shall not be a requirement of School Service Commencement for the Rosewood Park School that Project Co complete the landscaping, asphalt, and associated works required pursuant to Sections 10.7, 10.9, 10.10, 10.11, 11.1 to and including 11.6 and Section 11.8 of Schedule 3 (the “**Excluded Rosewood Park Commissioning Works**”), provided that:
- (1) such Excluded Rosewood Park Commissioning Works are completed no later than 30 days following the School Service Commencement Date and without adverse interference with any Authority Activities;
  - (2) Project Co will provide clear and safe passage to the Rosewood Park School and the Site so that the Authority may perform the Authority Activities; and
  - (3) the failure to have completed and commissioned the Excluded Rosewood Park Commissioning Works by the Service Commencement Date will not otherwise hinder or prevent achievement of School Service Commencement for that School by the School Target Service Commencement Date.
- (b) supporting documentation, including as appropriate:
- (1) design calculations and/or assumptions;
  - (2) manufacturer’s specifications;
  - (3) identification of all equipment and systems that require or are provided with redundancy or spare capacity and that will include complete successful demonstration in real time under full stress conditions;
  - (4) identification of post-disaster requirements and protocols for all equipment and systems to be commissioned; and
  - (5) a description of all systems which will be tested and commissioned for integration to other systems;
- (c) a description of the training and education that Project Co intends to provide to the School Boards’ staff to enable the School Boards to properly utilize the equipment and systems installed in the Schools, including all training and education to be completed before School Service Commencement for each applicable School;
- (d) the name of the commissioning agent and the names of other persons to be involved in testing, commissioning and training;
- (e) a description of Project Co’s system for managing records of tests, inspections, quality assurance and training;

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- (f) a general description of Project Co's transition plans for handover to the Authority of each School at School Service Commencement for that School;
  - (g) a schedule, related to the Project Schedule, showing:
    - (1) the timing of all testing and commissioning and training;
    - (2) for each requirement of School Service Commencement (described in Schedule 1 [Definitions and Interpretation]), the date upon which Project Co anticipates achieving the requirement for each School; and
    - (3) a matrix of all equipment and systems, including all integrated Equipment and systems, and how they integrate with each other, along with an overview of the procedures that will be followed to demonstrate that integration of all equipment and systems has been and will be achieved.

The Commissioning Plan must be reasonable having regard to the requirements of Sections 11.1, 11.2 and 11.3 of this Schedule and will be developed and finalized as follows:

- (h) Project Co will deliver a preliminary draft of the Commissioning Plan for each School to the Authority not less than 12 months before the School Target Service Commencement Date for that School, failing which, the Authority will be entitled to make a Deduction of \$2,500 for each week or part thereof after the date falling 12 months before the School Target Service Commencement Date for that School until Project Co has delivered to the Authority a preliminary draft of the Commissioning Plans for all of the Schools, but if Project Co has not delivered to the Authority a preliminary draft of the Commissioning Plan for that School by the date falling 9 months before the School Target Service Commencement Date for that School, the Deduction applicable under this Section 11.3(h) will increase to \$5,000;
- (i) the Authority will provide its comments, if any, on the preliminary draft Commissioning Plan for each School to Project Co within 20 Business Days of receipt of the preliminary draft;
- (j) Project Co will deliver a revised draft of the Commissioning Plan for each School to the Authority not less than 40 Business Days after receipt of the Authority's comments on the preliminary draft, failing which, the Authority will be entitled to make a Deduction of \$5,000 per School for each week or part thereof after the date falling 40 Business Days after the Authority's comments were received by Project Co until Project Co has delivered to the Authority a revised draft of the Commissioning Plan for that School;
- (k) the Authority will, within 15 Business Days of receipt of such revised draft, advise Project Co whether the Authority accepts such Commissioning Plan, or if the Authority does not accept it, the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;

- (l) if the Authority does not accept such Commissioning Plan, the parties will, acting reasonably, diligently work together with a view to revising the Commissioning Plan to address the Authority's reasons for non-acceptance;
- (m) if the Authority has not accepted such Commissioning Plan by the date that is 6 months before the School Target Service Commencement Date for that School, Project Co may refer the Dispute to the Dispute Resolution Procedure to determine whether Project Co's proposed Commissioning Plan is reasonable;
- (n) any Deduction the Authority is entitled to make pursuant to Section 11.3(h) or Section 11.3(j) of this Schedule will be made from the first Service Payment payable to Project Co in respect of the applicable School pursuant to Schedule 8 [Payments]; and
- (o) Deductions made pursuant to this Section 11.3 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or Sections 5.7 or 5.8 of Schedule 4 [Services Protocols and Specifications].

## 12. COMPLETION

### 12.1 Deficiency List

Prior to and as a condition of issuance of a Certificate of Service Commencement for any School, Project Co will, in cooperation with the Authority's Design and Construction Representative and the Independent Certifier, prepare a complete list of Defects that are apparent upon inspection of the applicable School at that time (the "**Deficiencies**") and deliver to the Authority's Design and Construction Representative the list of Deficiencies.

Subject to the right of Project Co to refer matters to the Dispute Resolution Procedure as set out below, each such list of Deficiencies will include all items required by the Authority to be included on such list.

The Authority or Project Co may refer matters relating to the accuracy or completeness of the list of Deficiencies to the Dispute Resolution Procedure.

### 12.2 Advance Notice of Application for School Service Commencement

Project Co acknowledges that the Independent Certifier will need sufficient time to complete any inspections, consult with the Authority, and consider each list of Deficiencies, and accordingly Project Co will:

- (a) at least 30 days (but no more than 60 days) before the School Target Service Commencement Date for each School, deliver to the Independent Certifier and the Authority's Design and Construction Representative a notice setting out:
  - (1) a description of all outstanding Design and Construction to be completed by Project Co prior to School Service Commencement for that School; and
  - (2) a list of all Defects that Project Co is aware of at the time of the notice; and

- (b) assist the Independent Certifier to make any advance inspections requested by the Independent Certifier.

### 12.3 Application for Certificate of Service Commencement

If Project Co believes it has achieved the requirements for School Service Commencement for any School and complied with Section 12.2 of this Schedule then Project Co may apply to the Independent Certifier (with a copy to the Authority's Design and Construction Representative) for a Certificate of Service Commencement. No later than 5 Business Days after application by Project Co for a Certificate of Service Commencement, the parties will require the Independent Certifier to make, in cooperation with Project Co's Design and Construction Representative and the Authority's Design and Construction Representative, an inspection of the applicable School, review the basis for Project Co's application for School Service Commencement, and then within a further 5 Business Days:

- (a) if School Service Commencement for that School has been achieved, issue a certificate indicating that School Service Commencement for that School has been achieved (a "**Certificate of Service Commencement**"), together with comments on the list of Deficiencies (if any) and attaching a copy of the list of Deficiencies; or
- (b) if School Service Commencement for that School has not been achieved, provide Project Co and the Authority's Design and Construction Representative with a list of all incomplete Design and Construction that must be completed prior to School Service Commencement for that School.

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

### 12.4 Early Service Commencement

Notwithstanding any other provision of this Schedule, Project Co is not entitled to achieve School Service Commencement for any School or receive any Service Payments prior to June 30, 2017.

### 12.5 Correction of Deficiencies

Upon issuance of a Certificate of Service Commencement, Project Co will proceed expeditiously to correct each of the Deficiencies by the date that is 45 days after the applicable School Service Commencement Date, or such later date as may be reasonably required to provide sufficient time to correct the Deficiencies and that is agreed by the Authority, acting reasonably (each of the Deficiencies having its own "**Deficiency Deadline**"). Each of the Deficiencies which has not been fully corrected by its Deficiency Deadline will be deemed (without the requirement for any further action by the Authority) to have generated a Demand Maintenance request on that day and thereafter the applicable provisions of this Agreement, including applicable Rectification Periods and Deductions, will apply to each such deemed request. Nothing in this Section 12 limits Project Co's responsibilities for correction of Defects that are identified after the preparation of the list of Deficiencies. Notwithstanding the foregoing, the Deficiency Deadline for the Excluded Rosewood Park Commissioning Works shall be 45 days after the School Service Commencement Date for the Rosewood Park School.

**APPENDIX 2A**

**INDEPENDENT CERTIFIER AGREEMENT**

[See separate document]

**APPENDIX 2B**

**USER CONSULTATION AND DESIGN REVIEW**

[See separate document]



**APPENDIX 2C**

**ENERGY**

[See separate document]

**APPENDIX 2D**

**EQUIPMENT AND FURNITURE**

[See separate document]

**APPENDIX 2E**

**INITIAL PROJECT SCHEDULE**

**[NTD: to be inserted from Project Co's Proposal]**

**APPENDIX 2F**

**PROPOSAL EXTRACTS (DESIGN AND CONSTRUCTION)**

**[NTD: to be prepared based on Project Co's Proposal]**

**APPENDIX 2G**

**SITE PLANS**

[See separate documents located in the Data Room]

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