

APPENDIX 2D

EQUIPMENT AND FURNITURE

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APPENDIX 2D

EQUIPMENT AND FURNITURE

1. CATEGORY 1 EQUIPMENT AND FURNITURE

Subject to Section 9.1 of this Appendix, the Authority will be responsible for the procurement, delivery, storage, setup, installation, commissioning, maintenance and replacement of any Category 1 Equipment and Furniture.

2. CATEGORY 2 EQUIPMENT AND FURNITURE

Subject to Section 9.1 of this Appendix, the Authority will be responsible for the procurement, delivery, maintenance and replacement of any Category 2 Equipment and Furniture.

Project Co will be responsible for the storage (in accordance with Section 9.5), setup, installation and Commissioning of all Category 2 Equipment and Furniture.

3. CATEGORY 3 EQUIPMENT AND FURNITURE

Project Co will be responsible for the Procurement, Delivery, Storage, Setup, Installation, Commissioning, Maintenance and replacement of all Category 3 Equipment and Furniture.

Project Co will maintain and replace all Category 3 Equipment and Furniture in accordance with Schedule 4 [Services Protocols and Specifications].

4. CATEGORY 4 EQUIPMENT AND FURNITURE

Project Co will be responsible for the Procurement, Delivery, Storage, Setup, Installation and Commissioning of all Category 4 Equipment and Furniture.

The Authority will be responsible for the maintenance and replacement of all Category 4 Equipment and Furniture.

	Authority is responsible							Project Co is responsible						
	Procurement	Delivery	Storage	Setup	Installation	Commissioning	Maintenance & Replacement	Procurement	Delivery	Storage	Setup	Installation	Commissioning	Maintenance & Replacement
Category 1 Equipment	X	X	X	X	X	X	X							
Category 2 Equipment	X	X					X			X	X	X	X	
Category 3 Equipment								X	X	X	X	X	X	X
Category 4 Equipment							X	X	X	X	X	X	X	

5. TRAINING

Refer to Section 11.2 of Schedule 2 [Design and Construction Protocols] for the responsibilities of Project Co in relation to all Equipment that Project Co Installs.

6. PROCUREMENT OF PROJECT CO PROCURED EQUIPMENT AND FURNITURE**6.1 Project Co Procured Equipment and Furniture Submittal**

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

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

The Authority may request additional information from Project Co regarding any item of Project Co Procured Equipment and Furniture described in a Submittal delivered to the Authority pursuant to this Section 6.1, which Project Co will provide to the Authority as soon as reasonably practicable thereafter.

6.2 Authority Approval

The Authority may, acting reasonably, on or before the latest date for comments on the Submittal pursuant to Section 6.1(f) of this Appendix 2D, reject any supplier or item of Project Co Procured Equipment and Furniture as unacceptable to the Authority.

6.3 Project Co to Implement Authority Instructions

Project Co will proceed diligently to make alternate recommendations for any item the proposed supplier of which has been rejected under Section 6.2 of this Appendix 2D.

6.4 Project Co Procured Equipment and Furniture Reports

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

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

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

6.5 Warranties

Project Co will ensure that all manufacturer's and supplier's warranties for all Category 4 Equipment and Furniture:

- (a) commence no earlier than the Service Commencement Date;
- (b) are in the Authority's or the applicable School Board's name (as determined by the Authority); and
- (c) include 24 hour a day and 7 days a week coverage, parts, calibrations, routine preventative maintenance and software upgrades, if any.

6.6 Standards for Equipment and Furniture

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

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with Good Industry Practice;

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- (c) in accordance with the Equipment and Furniture List and the Equipment and Furniture Data Sheets;
 - (d) CSA approved, as applicable, and
 - (e) in compliance with all Laws.

Project Co will, as soon as practicable after receiving a request from the Authority supply to the Authority evidence to demonstrate its compliance with this Section 6.6.

6.7 Guidance Material and Manuals

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

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

6.8 Insurance

As part of the Procurement of Project Co Procured Equipment and Furniture, Project Co will require the supplier of each item of Project Co Procured Equipment and Furniture to retain all risks related to such Equipment (including replacement thereof in the event of damage or destruction) during the Delivery, Setup, Installation and Commissioning process and until such time as title to the Project Co Procured Equipment and Furniture passes to the Authority or the applicable School Board (as determined by the Authority) in accordance with Section 9.7 of this Appendix 2D.

6.9 No Limitation

Without limiting Sections 3 or 4 of this Appendix, Project Co Procured Equipment and Furniture shown on the Equipment and Furniture List and in the Equipment and Furniture Data Sheets is not intended to be exhaustive or to be relied upon by Project Co and does not limit the requirements of Schedule 3 [Design and Construction Specifications].

7. DELIVERY AND ACCESS**7.1 Delivery and Installation Timing**

Project Co will:

- (a) as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co's other obligations under this Section 7, identify to the Authority:
 - (1) each item of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture, if any, that must be installed in the Schools for Project Co to achieve Service Commencement;
 - (2) for each item of Category 1 Equipment and Furniture, the earliest date when the applicable School will be available to the Authority to install such item;
 - (3) for each item of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture identified by Project Co under Section 7.1(a)(1) above, if any, the date by which such item must be installed so as not to delay the Design, the Construction, School Service Commencement or the Authority's and the applicable School Board's use and occupation of the School; and
 - (4) for each item of Category 2 Equipment and Furniture identified by Project Co under Section 7.1(a)(1) above, if any, the date by which such items must be delivered to the applicable School so as not to delay the Design, the Construction, School Service Commencement or the Authority's and the applicable School Board's use and occupation of the School; and
- (b) as required from time to time until Service Commencement, but no less than once per calendar month, update the information in Section 7.1(a) above so that at all times it is an accurate, reasonable and realistic representation of Project Co's plans for the completion of the Design and Construction of the Schools and the availability of the Schools to the Authority for the installation or delivery, as applicable, of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture.

The Authority will cause:

- (c) each item of Category 1 Equipment and Furniture identified by Project Co under Section 7.1(a)(1) above to be installed by the date specified by Project Co under Section 7.1(a)(3); and
- (d) each item of Category 2 Equipment and Furniture identified by Project Co under Section 7.1(a)(1) above to be delivered to the applicable School by the date specified by Project Co under Section 7.1(a)(4).

8. MILLWORK

Attached as Attachment 1 to this Appendix is a table setting out the equipment, furniture and millwork requirements for the Facility (the “**Equipment and Furniture List**”). The Equipment and Furniture List includes a column entitled “Fixed Millwork” that indicates rooms in which fixed millwork is required.

At a minimum, Project Co will provide fixed millwork in each room for which an “X” is indicated in the “Fixed Millwork” column, including all items specified in the column entitled “Description of Unit”.

For rooms for which “Optional” is specified in the “Fixed Millwork” column, Project Co will provide the items indicated in the “Description” column as either fixed millwork, non-fixed millwork or loose furniture/shelving.

Project Co will provide millwork for the Schools that complies with the requirements set out in Schedule 3 [Design and Construction Specifications]. Project Co will perform Maintenance on and replace all millwork in the Schools in accordance with Schedule 4 [Services Protocols and Specifications].

9. GENERAL

9.1 Authority Not Obligated to Procure Equipment and Furniture

The Authority intends to procure but, subject to Section 9.3 of this Appendix, is not obligated to procure the items of Category 1 Equipment and Furniture or Category 2 Equipment and Furniture shown on the Equipment and Furniture List and Equipment and Furniture Data Sheets.

9.2 Integration of Equipment and Furniture with Design of Facility

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

9.3 Design Development - Changes to the Equipment and Furniture List

The parties acknowledge that:

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

Accordingly, the parties will:

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

9.4 Equipment and Furniture Procurement Schedule

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

- (a) in order to take advantage of the most recent technological advances for Project Co Procured Equipment and Furniture, final decisions on the selection of the Project Co Procured Equipment and Furniture, together with any training or service requirements, will not be made by the Authority until as late as possible into the Construction Period.
- (b) the Authority will require the ability to take advantage of bulk or other purchase opportunities advantageous to it; Project Co will coordinate its procurement activities with those of the Authority to identify standards and prime vendor opportunities; and
- (c) Project Co will require the Equipment and Furniture Procurement Schedule to allow adequate time to achieve the matters contemplated by this Appendix without any adverse effect on Design and Construction (including Design and Construction to accommodate the Project Co Procured Equipment and Furniture) and without any adverse effect on Project Co's ability to achieve School Service Commencement by each School Target Service Commencement Date.

Project Co will, as required from time to time until Service Commencement, but no less than once per calendar month by the 15th day of each month, in consultation with the Authority, update the Equipment and Furniture Procurement Schedule so that it is at all times an accurate, reasonable and realistic representation of Project Co's plans for the procurement of the Project Co Procured Equipment and Furniture in accordance with the requirements of this Agreement.

9.5 Storage

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

9.6 Equipment and Furniture Committee

The parties will establish an Equipment and Furniture Committee composed of two representatives of each party, or any other number agreed between the parties. The Equipment and Furniture Committee will meet regularly during the Construction Period (and not less than once per calendar quarter) to review the status of, and to provide advice to the parties with respect to, Equipment and Furniture procurement, delivery and installation.

9.7 Title

Project Co will cause the procurement arrangements for Project Co Procured Equipment and Furniture to provide for a direct transfer of title to such Equipment and Furniture from the suppliers to the applicable School Board (as determined by the Authority). Title to Project Co Procured Equipment and Furniture may be reserved by third party unpaid suppliers until the earlier of the date of payment and the School Service Commencement Date for the applicable School. Project Co will pay all such unpaid suppliers prior to the applicable School Service Commencement Date for amounts owing on outstanding invoices.

Project Co will not acquire any property interest in or title to the Equipment and acknowledges that title to and ownership of the Equipment will at all times be vested in the respective School Boards.

9.8 Decommissioning of Equipment and Furniture at End of Useful Life

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

9.9 Minimizing Disruptions

Project Co will ensure that its Procurement, Delivery, Setup, Installation, Commissioning, Maintenance, Repair, decommissioning, upgrading and replacement of Equipment and Furniture as required under this Agreement will be effective and efficient so as to minimize to the greatest extent reasonably possible all disruptions of the relevant Authority Activities and any additional costs to the Authority.

ATTACHMENT 1

PROJECT #1 – REGINA EQUIPMENT AND FURNITURE LIST

PROJECT #2 – SASKATOON EQUIPMENT AND FURNITURE LIST

PROJECT #2 – WARMAN / MARTENSVILLE EQUIPMENT AND FURNITURE LIST

[See attached documents]

ATTACHMENT 2

EQUIPMENT AND FURNITURE DATA SHEETS

[See attached documents]

ATTACHMENT 3

EQUIPMENT AND FURNITURE PROCUREMENT SCHEDULE

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