

**SCHEDULE 4**

**SERVICES PROTOCOLS AND SPECIFICATIONS**

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**APPENDIX 4E LIFE CYCLE SCHEDULE**

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**SCHEDULE 4****SERVICES PROTOCOLS AND SPECIFICATIONS****1. ADMINISTRATION****1.1 Operating Period Representatives**

- (a) On the Effective Date, each of the parties will designate in writing a person (the **"Operating Period Representative"**) to be that party's single point of contact with respect to the Operating Period and the Services.
- (b) A party's Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- (c) A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing the Operating Period Representative with a person reasonably acceptable to the objecting party.
- (d) Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party's Operating Period Representative will be for the account of that party.

**1.2 Operating Period Joint Committee**

- (a) Not more than six months after the Effective Date, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the **"Operating Period Joint Committee"**):
  - (1) consisting of the Operating Period Representatives and a representative of each of the School Boards and such other members as the parties may agree from time to time; and
  - (2) until one year following the Service Commencement Date, the Operating Period Joint Committee will include the Design and Construction Representatives.
- (b) The purpose of the Operating 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 and Services during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member's duties or obligations to the Person and/or party making such appointment.

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- (c) The Operating Period Joint Committee:
- (1) will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating appropriate authority to permit efficient decision making with respect to the Schools and the Services;
  - (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 Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
  - (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 Plans submitted to it pursuant to Section 3.8 of this Schedule;
  - (4) may, subject to Section 1.2(e), make recommendations to the parties on all matters relating to the Schools and the Services, 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 Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- (1) invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
  - (2) receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- (e) Each member of the Operating 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 Operating Period Joint Committee must be unanimously approved at a meeting of the Operating Period Joint Committee at which a quorum is present or by the written consent of all members entitled to vote thereon.
- (f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) at least once each month:
- (1) prior to the Service Commencement Date, at the offices of the Authority; and

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- (2) after the Service Commencement Date, at a location to be agreed between the parties.
- (g) Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time. Meetings of the Operating Period Joint Committee will be convened on not less than 10 Business Days' notice (which will also identify the agenda items to be discussed at the meeting) provided that in an emergency a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (h) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by the Authority and copies circulated promptly to the parties and the School Board representatives within five Business Days of the making of the recommendation or the holding of the meeting.
- (i) Prior to Service Commencement, the Operating Period Joint Committee and the Construction Period Joint Committee will meet as and when reasonably required to consider and discuss:
- (A) operational issues as they relate to the Design and Construction of the Schools;
  - (B) commissioning of all aspects of the Schools; and
  - (C) any other relevant matters related to the integration of the Design and the Construction with the delivery of the Services by Project Co and the performance of Authority Activities during the Operating Period.

### 1.3 Liaison With School Boards

- (a) Project Co's Operating Period Representative or delegate will communicate and liaise with the representatives appointed from time to time by the respective School Boards (the "**School Board Representatives**") regarding the day-to-day performance of the Services at the relevant Schools, complaints, Help Desk requests, any Service Failures occurring at the Schools, and the performance of the responsibilities of the Authority set out in Section 2.4 of this Schedule.
- (b) Project Co will be entitled to rely upon the communications of any such School Board Representatives regarding the day-to-day performance of the Services at the applicable Schools, complaints, status of repairs, Help Desk requests, any Service Failures occurring at the School, and the performance of the responsibilities of the Authority set out in Section 2.4 of this Schedule, provided, however, that such reliance shall not derogate from the rights and obligations of the Authority and the Project Co under this Agreement.

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- (c) In the event of a dispute arising between the Project Co Operating Period Representative and any School Board Representative, the matter will be referred to the Operating Period Joint Committee for resolution.
  - (d) The Authority will provide Project Co with a list of up to 10 individuals or positions (the “**Designated School Users**”) for each School who will be authorized to communicate and liaise with Project Co’s Help Desk in relation to the Services as outlined in Appendix 4D [Help Desk Services]. The Authority may revise the list of Designated School Users from time to time.

#### 1.4 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period (the first such five-year period commencing on the earliest School Service Commencement Date), Project Co and the Authority, supported by a mutually agreed and duly qualified independent inspector and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”) of the Schools. The Joint Technical Review will assess the performance and effectiveness of both Scheduled Maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Five Year Maintenance Plan, Life Cycle Plan and the Services Protocols and Specifications. The cost of the independent inspector engaged to conduct the Joint Technical Review will be shared equally between Project Co and the Authority.
- (b) The current condition standard for the Schools for each Joint Technical Review will be based on the principle that each Maintained Element of the Schools and the Sites will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement, taking into account Reasonable Wear and Tear.
- (c) During the final five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of the Handback Requirements.
- (d) The findings of the Joint Technical Review will be documented in a written report prepared by the independent inspector (the “**School Condition Reports**”) that:
  - (1) will be provided by the Independent Inspector to each of the parties;
  - (2) identifies the condition of each School and each Maintained Element; and
  - (3) identifies any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of each School and each Maintained Element to the technical standards and specifically, the Services Protocols and Specifications and the Life Cycle Plan.
- (e) Within 15 Business Days of receipt of the School Condition Reports, Project Co will prepare and provide to the Authority a remediation plan outlining its approach and

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proposed schedule for rectification of any identified deficiencies through integration with the Five Year Maintenance Plan and the Life Cycle Plan.

- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plans for the Schools. If required, the parties may require the Independent Inspector to undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised School Condition Report.

### **1.5 Vandalism and Excessive Damage**

Project Co acknowledges that the Schools will be subject to Reasonable Wear and Tear commensurate with their Intended Uses and that ongoing Maintenance, Repair, renewal or replacement of the Maintained Elements is the responsibility of Project Co under this Agreement, and that such Reasonable Wear and Tear will not constitute Vandalism and Excessive Damage. All incidents of Vandalism and Excessive Damage having a repair value of less than \$5,000, index linked, to an annual aggregate of \$100,000 on a rolling 12-month basis, index linked, will be for the account of Project Co, as will all incidents of Vandalism and Excessive Damage, of whatever amount, to the extent they are caused by Project Co or any Project Co Person. Any incident of Vandalism and Excessive Damage caused in whole or in part by Project Co or any Project Co Person will trigger Demand Maintenance, including with respect to the calculation of Deductions. Incidents of Vandalism and Excessive Damage that exceed the individual incident and/or annual aggregate thresholds will be Compensation Events. For greater certainty, Project Co will not delay, accumulate or bundle the repair of individual incidents (unless such incidents are reasonably connected or related) such that the individual incident value threshold is exceeded. With respect to all Vandalism and Excessive Damage, Project Co will:

- (a) Respond to and Rectify, forthwith, all incidents of Vandalism and Excessive Damage reported to the Help Desk. All such reported incidents will constitute Demand Maintenance and be classified as Low, Medium or High in accordance with the requirements of this Schedule 4;
- (b) where requested by the Authority, provide the Authority with written repair estimates and perform such repairs in accordance with the Minor Works provisions of Schedule 6 [Changes, Minor Works and Innovation Proposals];
- (c) investigate, document, photograph and provide a description in a report to the Authority of the damage along with an identification, to the extent possible, of the individual(s) responsible for such damage;
- (d) provide such documentation as may be reasonably required by the Authority, its insurers, police and other parties having jurisdiction; and
- (e) provide monthly incident and financial reporting of all Vandalism and Excessive Damage as part of the Performance Monitoring Report.

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**1.6 Decoration**

The Authority will assume the responsibility for Decoration of the interior walls of the Schools along with the day-to-day response to School User needs with respect to installation of fixtures and minor wall repairs including patching and painting. Project Co will, as part of the Life Cycle Requirements during the Term, perform three complete repainting cycles of all interior painted wall finishes of the Schools. The interval between such repainting cycles will not exceed nine and a half years and will be coordinated with the School Representatives.

**1.7 Authority Not Responsible for the Services**

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

**2. PERFORMANCE OF SERVICES****2.1 Delivery of Services**

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

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

**2.2 Standards**

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

- (a) in accordance with the standards set out in this Schedule;
- (b) in compliance with all applicable Laws;
- (c) in compliance with all agreed upon service protocols and applicable Authority Policies and all such policies will be interpreted to apply to Project Co and its Sub-Contractors and employees in the same manner as applicable to the employees and subcontractors of the Authority;
- (d) in a manner designed to maintain the performance standards and design criteria set out in Schedule 3 [Design and Construction Specifications];
- (e) in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and



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- (f) to the same standards that an experienced, prudent, and knowledgeable long term owner of a comparable school in North America taking into account the age and use of the comparable school would employ.

If one or more of the foregoing standards is applicable to any particular Service, then the highest of such standards will apply, provided that in all cases such standard or standards will be applied taking into account the age, use and Reasonable Wear and Tear of the Schools and the Life Cycle Schedule.

### **2.3 Changes to Authority Policies**

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

### **2.4 Authority Responsibilities for School Operations**

The Authority will provide cleaning services, Decoration, occupant support services and maintenance, repair and renewal of the Authority Maintained Elements including the School Board Supplied Furniture and Equipment. The specific obligations of the parties in connection with each of these items are as follows:

- (a) Cleaning Services
- (1) Not less than six months prior to the Service Commencement Date for each School, Project Co will provide the Authority with required minimum cleaning standards for all interior finishes including acceptable procedures, frequencies, products and equipment based on Good Industry Practice and manufacturers' recommendations. Such cleaning standards will be designed to maintain the life cycle integrity and performance of all cleaned elements.
  - (2) The Authority will perform or cause to be performed cleaning services for the Schools in accordance with the cleaning standards as agreed between the parties. For greater certainty, performance of the cleaning services in accordance with such standards will not relieve Project Co of any of its life cycle obligations under this Agreement.
  - (3) The Authority will maintain or cause to be maintained records and cleaning logs for each School in sufficient detail to demonstrate performance of the cleaning services in accordance with the cleaning standards and any joint service protocols developed between the parties.
  - (4) Project Co and the Authority will inspect or cause to be inspected the Schools monthly, or at a regular frequency agreed between the parties, and review compliance with and effectiveness of the cleaning standards. Any deficiencies will be noted and the parties will agree on a remediation plan or revisions to the cleaning standards as the situation may require.

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- (b) School Board Supplied Furniture and Equipment Maintenance and Renewal
- (1) The Authority and/or School Boards will be responsible for the maintenance, repair and renewal of all School Board Supplied Furniture and Equipment and Authority Maintained Elements.
- (c) Occupant Support
- (1) The Authority will provide or arrange the provision of all occupant support services that are necessary and incidental to the Authority Activities including Educational Activities, Educational Support Activities, Ad Hoc School Use, or Third Party and Community Use carried out at the Schools.
- (2) Occupant support services include, but are not limited to, arranging for seating, bleachers, the gymnasium stage or desks, moving furniture, supplying teaching aids and equipment and providing any other occupant requested services not within Project Co's Services obligations.

## 2.5 School Use and Scheduling

During the Operating Period, each School will be used for Authority Activities, Ad Hoc School Use and Third Party and Community Use. The Authority and Project Co, each acting reasonably, will collaborate to minimize administrative processes for School bookings and will work together to create a streamlined process.

- (a) Notification of Use - School Use
- (1) On or before September 1 of each year during the Operating Period and thereafter as updated from time to time, the Authority will, or will cause the School Board to, notify Project Co of the planned normal usage for each School including an indication of holidays, professional development days, examination periods and other educational uses.
- (2) Project Co will provide the Services in accordance with this Agreement and at the times contemplated in Section 2.6 of this Schedule and the Plans then in effect.
- (b) Scheduled Third Party and Community Use
- (1) On or before September 1, and updated on or before January 7 and June 1, of each year during the Operating Period, the Authority will, or will cause the School Board to, notify Project Co in writing of that year's scheduled Third Party and Community Use for each School, together with the nature of such use, the areas of the School that will be used, and the dates and times for such use.

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- (2) The Authority will, or will cause the School Board to, make reasonable efforts to notify Project Co promptly if the scheduled Third Party and Community Use, nature of such use, or the dates and times of such use changes for any School, upon the Authority or the School Board, as applicable, becoming aware of such changes.
- (3) Project Co will accommodate scheduled Third Party and Community Use in the performance of the Services, unless otherwise approved by the Authority or the School Board, and provided the Authority will, or will cause the School Board to, provide not less than 48 hours' notice of any change to scheduled Third Party and Community Use referred to in paragraph (b)(2) above.
- (c) **Unscheduled Third Party and Community Use**
- (1) Unscheduled Third Party and Community Use of a School is anticipated to occur frequently. The Authority will, or will cause the School Board to, make all reasonable efforts to provide Project Co with not less than 48 hours' notice of such unscheduled Third Party and Community Use. Project Co will accommodate unscheduled Third Party and Community Use in the performance of the Services, unless otherwise approved by the Authority or the School Board, and provided the Authority will, or will cause the School Board to, provide not less than 48 hours' notice of any such unscheduled Third Party and Community Use.
- (d) **Ad Hoc School Use**
- (1) For Ad Hoc School Use of a School, the Authority will, or will cause the School Board to, make all reasonable efforts to provide Project Co with not less than 48 hours' notice of the days and times of such use together with the nature of the use and the areas of the School that will be used. Project Co will accommodate Ad Hoc School Use in the performance of the Services, unless otherwise approved by the Authority or the School Board, and provided the Authority will, or will cause the School Board to, provide not less than 48 hours' notice of any such Ad Hoc School Use.

## 2.6 Scheduling of Services

In accordance with the schedules provided by the Authority or the School Board pursuant to Section 2.5 of this Schedule, after School Service Commencement at a School, Project Co may carry out the Services in respect of that School only as follows:

- (a) emergency maintenance and repairs may be undertaken by Project Co, upon notice to the Authority and the School Board, at any time between 7:00 a.m. and 4:30 p.m. on days on which classes are in session, in the affected area of the School, whether occupied or not, provided that in doing so Project Co does not compromise the health and safety of School Users;

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- (b) all other maintenance and repairs may be undertaken by Project Co between 7:00 a.m. and 4:30 p.m. in unoccupied areas of the School only, provided that in doing so Project Co does not disrupt any Authority Activities, Educational Activities, Educational Support Activities, Ad Hoc School Use or Third Party and Community Use carried out in occupied areas of the School or compromise the health and safety of School Users; and
  - (c) Project Co will employ safe work practices at all times and will coordinate and schedule the Services in accordance with the daily routines at the Schools including recess periods, breaks, lunch periods, and drop-off and pick-up times, in accordance with notifications received from the Authority or the relevant School Board by Project Co pursuant to Section 2.5(a)(1) of Schedule 4 [Services Protocols and Specifications], and restrict activities that may present a hazard or danger to School Users.

## 2.7 **Unscheduled Use of School and Scheduled Maintenance Work**

- (a) If Project Co has Scheduled Maintenance work at a School and:
  - (1) Project Co is subsequently notified of unscheduled Third Party and Community Use to take place:
    - (A) in the area of the School in which Project Co's Scheduled Maintenance was to occur; and
    - (B) during the period set for the Scheduled Maintenance,then Project Co will be required to accommodate such unscheduled Third Party and Community Use in the performance of the Services unless otherwise approved by the Authority or School Board, provided that Project Co was given 48 hours' prior notice of the conflict between the unscheduled Third Party and Community Use and the Scheduled Maintenance work; or
  - (2) Project Co is subsequently notified of Ad Hoc School Use to take place:
    - (A) in the area of the School in which Project Co's Scheduled Maintenance was to occur; and
    - (B) during the period set for the Scheduled Maintenance,then the Authority will require the School Board to use all reasonable efforts to have the Ad Hoc School Use relocated to another area of the School. If such relocation is not reasonably practicable, Project Co will be required to accommodate such Ad Hoc School Use provided that Project Co was given 48 hours' prior notice of the conflict between the Ad Hoc School Use and the Scheduled Maintenance.
- (b) Project Co will provide the Authority and the applicable School Board Representative with a monthly schedule of planned activities to be carried out at each School.

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**2.8 Security Clearance and School Access Protocol**

Project Co, will:

- (a) establish and implement, throughout the Operating Period, procedures for obtaining and reviewing with the Authority criminal records checks, vulnerable sector searches and other background checks as may be reasonably required by the Authority from time to time, for all employees of Project Co, the Project Contractors or any Sub-Contractors (and their employees);
- (b) ensure such criminal records checks, vulnerable sector searches and background checks are completed and reviewed with the Authority no less than 15 Business Days prior to the first time such individuals attend at any School to correct Defects or Deficiencies, perform warranty work or perform the Services;
- (c) obtain from a local law enforcement authority a certificate stating that no criminal record exists for such individuals, or if a criminal record does exist, obtain the express prior written permission of the Authority for such individuals to attend at the Schools, which permission may be denied by the Authority in its sole discretion;
- (d) obtain from the appropriate body vulnerable sector searches (reports in writing indicating that such individuals have not had any reports or complaints of inappropriate behavior with children or any restraining orders); and
- (e) secure any consent required under the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) and the *Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) (as applicable) authorizing the disclosure of personal information required to be disclosed to the Authority under Sections 2.8, 2.9, 2.10 and 2.11 of this Schedule.

**2.9 Cleared Persons**

- (a) Project Co will submit to the Authority for review any information obtained or secured under Section 2.8 of this Schedule not less than 20 Business Days prior to such individuals attending at any School to perform the Services. The Authority will review any such information submitted to it by Project Co and will provide to Project Co any comments or responses in respect of same within 5 Business Days following the submission of such information by Project Co.
- (b) The Authority, in its sole discretion, may determine what constitutes a satisfactory criminal records check, vulnerable sector search and background check and may refuse access to any individual that it deems to be unacceptable.
- (c) The Authority's refusal to grant access to any individual on account of a criminal records check or background check will not relieve Project Co of any of its obligations under this Agreement.

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- (d) Project Co is solely responsible for any consequences, including without limitation additional costs or delays, arising from a refusal by the Authority to grant access to the Schools under Section 2.8(c) or 2.9(b) of this Schedule.
  - (e) Any individual who satisfies all the requirements of Section 2.8 of this Schedule and is not refused access under Section 2.8(c) or 2.9(b) of this Schedule is a “**Cleared Person**”.
  - (f) Unless the Authority provides otherwise in writing, Project Co will ensure that all individuals performing any work associated with any Defects, Deficiencies, warranty work or Changes during the Operating Period will be Cleared Persons.
  - (g) Project Co will provide to the Authority evidence as the Authority may require that all employees of Project Co, the Project Contractors or any Sub-Contractors (and their employees) to attend or attending at the Schools are Cleared Persons.
  - (h) Project Co will promptly advise the Authority of any individual who, subsequent to commencement of Services at a School, or subsequent to commencement of work at a School associated with any Defect, Deficiency, warranty work or Change, becomes subject to a criminal record or child welfare complaint.

#### 2.10 Access Requirements

- (a) Except in the case of an Emergency, not less than five Business Days prior to Project Co or any person carrying out the Services (or conducting work associated with any Defect, Deficiency, warranty work or Change) at any School attending at any School, Project Co will provide the Authority with a list of the names of all Cleared Persons approved by the Authority who will be attending at any School to perform the Services (or conduct such work).
- (b) Project Co will ensure that all Cleared Persons performing the Services (or conducting such work) at any School will:
  - (1) report to that School’s administration office before commencing any Services at the School;
  - (2) present picture identification including without limitation name and employer’s name;
  - (3) be clean and neat of appearance and appropriately attired for a school setting;
  - (4) sign any visitor registry required by the School;
  - (5) indicate the nature of the Services (or work) to be performed, location at the School where the Services (or work) will be performed, and the expected duration of the work; and

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- (6) sign out prior to leaving the School.

## 2.11 Conduct of Cleared Persons

- (a) Project Co will develop and implement a code of conduct for all employees of Project Co, the Project Contractors and any Sub-Contractor working at the Schools. The code of conduct will comply with applicable Law and Authority Policies, as amended from time to time including:
- (A) human rights, mutual respect and workplace harassment;
  - (B) privacy;
  - (C) violence in the workplace;
  - (D) employee dishonesty and fidelity;
  - (E) standards of personal hygiene;
  - (F) alcohol or drug impairment;
  - (G) use of foul or offensive language including ensuring that uniforms and work wear are free of badges or other accoutrements that express personal opinions inconsistent with Authority or School Board values or which others may find offensive; and
  - (H) general comportment.
- (b) Project Co will require all employees of Project Co, the Project Contractors and any Sub-Contractor working at the Schools to sign the code of conduct as a condition of their employment or engagement. The Authority and the School Boards have the right, acting reasonably, to refuse access to the Schools to any individual whom either deems unacceptable or who exhibits inappropriate behavior towards School Users. Project Co will remove any such individual from the Schools immediately upon notification from the Authority's Operating Period Representative or the School Board.

## 3. OPERATING PERIOD PLANS

### 3.1 Life Cycle Schedule and Start-up Plan

Project Co will prepare in consultation with the Design-Builder and the Service Provider:

- (a) a report for each School, in substantially the form as the model plan attached as Appendix 4E ("**Life Cycle Schedule**") that sets out the design or anticipated service life of major elements in the Schools and the initial Project Co plans and strategies for life cycle replacement and/or refurbishment relating thereto, to be used as a basis for the Life Cycle Plan; and

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- (b) a Start-up Plan incorporating the following:
- (1) a schedule identifying the tasks to be completed prior to the School Service Commencement Dates and the targeted completion dates of such tasks such that Project Co will be in a position to commence delivery of the Services for the Schools upon School Service Commencement for each School;
  - (2) the Annual Service Plan for the first 12 months of the Operating Period (commencing on the earliest School Service Commencement Date);
  - (3) a preliminary Five Year Maintenance Plan;
  - (4) a preliminary Environmental Management Plan;
  - (5) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at the earliest School Service Commencement Date; and
  - (6) a preliminary Quality Management Plan that indicates how Project Co will establish and implement the QMS and monitor and measure its Services activities commencing on the earliest School Service Commencement Date,

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

- (c) the Authority will, acting reasonably, make itself available to consult with Project Co, the Service Provider and the Design-Builder in connection with the development of the Life Cycle Schedule and the Start-up Plan;
- (d) Project Co will deliver to the Authority and the Operating Period Joint Committee:
- (1) an outline for each of the Life Cycle Schedule and the Start-up Plan no later than the date that is 18 months before the earliest School Target Service Commencement Date failing which the Authority will be entitled to make a Deduction of:
    - (A) \$1,000 for each week, or part thereof after, from the date falling 18 months before the earliest School Target Service Commencement Date until Project Co has delivered to the Authority and the Operating Period Joint Committee:
      - (i) an outline plan of the Life Cycle Schedule; and
      - (ii) an outline plan of the Start-up Plan;

provided that if Project Co has not delivered to the Authority and the Operating Period Joint Committee an outline plan of the Life Cycle Schedule or Start-up Plan, as the case may be, by the date falling 17



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months before the earliest School Target Service Commencement Date, the Deduction applicable under this Section 3.1(d)(1)(A) will increase to \$2,500 per week;

- (2) preliminary drafts of each of the Life Cycle Schedule and the Start-up Plan (based on the outline plans reviewed by the Authority and the Joint Operating Period Committee) no later than the date that is 12 months before the earliest School Target Service Commencement Date, failing which the Authority will be entitled to make a Deduction of:
- (A) \$2,500 for each week, or part thereof after, from the date falling 12 months before the earliest School Target Service Commencement Date until Project Co has delivered to the Authority and the Joint Operating Period Committee:
- (i) a preliminary draft of the Life Cycle Schedule; and
- (ii) a preliminary draft of the Start-up Plan,

provided that if Project Co has not delivered to the Authority and the Operating Period Joint Committee a preliminary draft of the Life Cycle Schedule or Start-up Plan, as the case may be, by the date falling 11 months before the earliest School Target Service Commencement Date, the Deduction applicable under this Section 3.1(d)(2)(A) will increase to \$5,000 per week;

- (e) the Authority will provide its comments, if any, on the preliminary drafts of such Plans to Project Co within 20 Business Days of receipt of the preliminary drafts;
- (f) Project Co will deliver revised drafts of each of the Life Cycle Schedule and the Start-up Plan to the Authority not less than 60 days after receiving the Authority's comments on the preliminary drafts of such Plans, failing which, the Authority will be entitled to make a Deduction of:
- (1) \$5,000 for each week, or part thereof, after the date falling 60 days after the Authority delivered its comments on the preliminary draft of the Life Cycle Schedule; and
- (2) \$5,000 for each week, or part thereof, after the date falling 60 days after the Authority delivered its comments on the preliminary draft of the Start-up Plan;
- (g) the Authority will, within 15 Business Days of receipt of the revised drafts, advise Project Co whether the Authority accepts the Life Cycle Schedule and the Start-up Plan, and if the Authority does not accept one or both the Authority will provide its reasons for such non-acceptance in sufficient detail to allow Project Co to address them;
- (h) if the Authority does not accept one or both of the Life Cycle Schedule and the Start-up Plan, the parties will, acting reasonably, diligently work together with a view to revising

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the Life Cycle Schedule or the Start-up Plan, as the case may be, to address the Authority's reasons for non-acceptance;

- (i) if the Authority has not accepted one or both of the Life Cycle Schedule and Start-up Plan by the date that is 120 days before the earliest School Target Service Commencement Date, Project Co may refer the dispute to the Dispute Resolution Procedure to determine whether Project Co's proposed Life Cycle Schedule or Start-up Plan, as the case may be, is reasonable;
- (j) if the Authority has not accepted one or both of the Life Cycle Schedule and Start-up Plan by the earliest School Target Service Commencement Date, unless such plans have been determined to be reasonable under the Dispute Resolution Procedure, the Authority will be entitled to make a Deduction of:
  - (1) \$6,000 for each week, or part thereof, after the earliest School Service Commencement Date until the Life Cycle Schedule has been accepted by the Authority or it is determined through the Dispute Resolution Procedure to be reasonable; and
  - (2) \$6,000 for each week, or part thereof, after the earliest School Service Commencement Date until the Start-up Plan has been accepted by the Authority or it is determined through the Dispute Resolution Procedure that Project Co's proposed Start-up Plan is reasonable;
- (k) any Deduction the Authority is entitled to make pursuant to this Section 3.1 will be made from the first Service Payment, or subsequent Service Payments with respect to Deductions arising from Section 3.1(j), payable to Project Co; and
- (l) Deductions made pursuant to this Section 3.1 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement or 5.7 or 5.8 of this Schedule.

### 3.2 Annual Service Plans

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

- (a) detailed operational policies, procedures and practices for the Schools and the Services including the methods by which Project Co will deliver the Services such that they:
  - (1) are consistent with the Appendices to this Schedule 4;
  - (2) will not interfere in any material respect with and will be complementary to the delivery of educational and other related services by the Authority and Authority Persons and use of the Schools by Schools Users; and
  - (3) have regard for the needs and interests of all School Users;

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- (b) a detailed organizational and staffing plan for all employees of Project Co, the Service Provider and Sub-Contractors engaged to perform the obligations of Project Co under this Agreement which plan will include:
- (1) provision of:
    - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees or Sub-Contractors with the skills necessary to perform the Services; and
    - (B) a designated site manager for the Schools or responsible delegates who will be contactable by the Authority and the School Boards and one of whom will be available to be on Site within one hour's notice from the Authority or any School Board;
  - (2) policies and procedures with respect to:
    - (A) occupational health and workplace safety including:
      - (i) a comprehensive health and safety manual and associated training program for all Project Co employees and Sub-Contractors engaged in delivery of the Services;
      - (ii) the provision of immunization and infection testing programs consistent with those of the Authority and the School Boards in effect for the Schools;
      - (iii) the provision of appropriate personal protective equipment;
      - (iv) first aid training;
      - (v) use of all applicable equipment;
      - (vi) notification of hazards or situations that may result in life safety or security issues in the Schools;
      - (vii) handling, storage and use of chemicals, materials and equipment including Workplace Hazardous Materials Information System (WHMIS); and
      - (viii) work notification and safe work permit system including provisions for welding and other work at the Schools that may produce fumes, smoke, noise or disruption to School Users;
    - (B) confidentiality and privacy policies consistent with those of the Authority and the School Boards in effect for the Schools;
- (c) a First Nations and Metis engagement plan that describes Project Co's plan which:

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- (1) includes reasonable commercial efforts to procure services from First Nations and Metis peoples, First Nations and Metis companies or joint venture companies with First Nations and Metis where those services are available on a competitive basis;
  - (2) explores ways to make apprenticeship programs available to First Nations and Metis peoples, promote greater participation by First Nations and Metis peoples in such programs associated with the Project and explore other means of providing employment training; and
  - (3) provides a report on Project Co's implementation of such plan during the previous 12-month period;
- (d) details of any proposed amendments to the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in Section 5 of this Schedule;
- (e) provision for the training and re-training of all Authority Persons designated by the Authority, acting reasonably, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;
- (f) an auditable quality assurance control plan based on Good Industry Practice for the Services and all aspects of the Schools for which Project Co is responsible under this Schedule 4, including preparing, in conjunction with the Authority, and implementing surveys to receive direct feedback from Schools Users and School Boards regarding the delivery of the Services;
- (g) a routine and a reactive pest management plan and program including the management of pest management contracts for the exterior of the Schools;
- (h) details of all:
- (1) Maintenance undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions undertaken; and
  - (2) Scheduled Maintenance plans for the ensuing year, including:
    - (A) the date and time when the work is scheduled to be performed;
    - (B) the location of the work to be undertaken;
    - (C) an identification of activities which may cause disruption to the Authority, the School Boards or other School Users and the methods by which Project Co will make appropriate accommodations to minimize such disruptions;

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- (D) a risk assessment, including with respect to security, health and safety;
  - (E) a method statement in respect of any proposed work; and
  - (F) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;
- (i) a comprehensive scheduled maintenance program comprised of preventive and planned cyclical maintenance of all Maintained Elements planned, scheduled, controlled and monitored utilizing the CMMS as set out in Appendix 4C [FM Services];
  - (j) provision for undertaking:
    - (1) routine inspection and testing and servicing, in accordance with the requirements of the insurers of the Project, recommended manufacturers' guidance and Good Industry Practice, of:
      - (A) Building Systems including: Heating, Ventilation and Air Conditioning (HVAC) systems, plumbing and water systems, boilers and related systems and components, elevators and conveying devices, mechanical systems, and electrical distribution systems;
      - (B) life safety and emergency systems including but not limited to: uninterrupted power supplies (UPS), standby domestic pumps, fire alarms, fire-fighting equipment and suppression systems, emergency lighting systems and exit signs, voice communication systems, etc.;
      - (C) security and surveillance systems, equipment, devices and associated software, along with interconnections and/or interoperability with other Building Systems and Authority and School Board systems;
      - (D) specialized systems; and
      - (E) interior and exterior building finishes and fabric including but not limited to: floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;
    - (2) testing for legionella;
    - (3) testing, labeling and recording of all portable appliances, including:
      - (A) testing and certifying all portable test equipment, pressure gauges and recording equipment;
      - (B) testing and certifying all fixed instrumentation and taking the necessary action to repair, replace and adjust such devices as required; and

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- (C) ensuring that all test equipment is itself tested and carrying the necessary valid certification; and
  - (4) commissioning and re-commissioning plans for all new School systems and equipment;
  - (k) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to the Authority and School Users;
  - (l) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Schools which are integrated and consistent with those of the Authority and the School Boards, which will include:
    - (1) plans and procedures for
      - (A) Project Co's role in fire drills in conjunction with the Authority, the School Boards and the relevant fire officials;
      - (B) Project Co's role in the evacuation of areas of a School or the whole School in the event of fire, bomb threat or other emergencies;
      - (C) Project Co's role in a declared emergency;
      - (D) Project Co's role during and after a natural disaster such as flood or earthquake; and
      - (E) Project Co's business contingency and service resumption plans;provided that the School Boards will have primary responsibility for developing emergency response plans and safety plans for the Schools that deal with Authority Activities, Educational Activities and student health and safety;
    - (2) training of all Project Co staff with respect to fire safety;
    - (3) provision that all available Project Co or Project Contractor staff will provide whatever assistance can safely be provided in response to an emergency including:
      - (A) responding to a fire or other emergency alarm;
      - (B) reporting blocked fire access routes to the Help Desk, the Authority and the School Boards;
      - (C) assisting the Authority's and the School Board's personnel in limiting unauthorized access to the scene of a fire or other emergency;
      - (D) assisting in the evacuation of the affected areas; and

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- (E) liaising with external agencies, including the fire department as part of its response in relation to an incident;
  - (4) confirmation that:
    - (A) all emergency procedures and contingency plans including fire compartmentalization design, provision of escape routes and provision of fire-fighting equipment and systems are compliant with the requirements of this Agreement; and
    - (B) the fire alarm systems are properly certified for the Schools;
  - (m) a comprehensive roads, grounds and landscape maintenance plan for the Schools including:
    - (1) snow clearing and ice control;
    - (2) general grounds maintenance and horticultural services including grass cutting, tree and shrub maintenance, seasonal plantings and weed and pest control;
    - (3) maintenance of hard landscaping and site infrastructure elements such as exterior lighting, internal roadways, sidewalks, parking lots, drainage systems, fencing, etc. For greater certainty, Project Co is not responsible for maintenance or repair of playground equipment installed by the Authority; and
    - (4) maintenance of general play areas;
  - (n) plans detailing procedures for responding to Unavailability Events and Service Failures;
  - (o) protocols and procedures for cooperation with the Authority and the School Boards and their contractors with respect to Authority Activities and programs and services at the Schools;
  - (p) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Authority and School Boards to facilitate the delivery of the Services and to ensure Project Co is made aware of the day-to-day specific requirements of the individual Schools;
  - (q) details of any proposals for changes to the manner in which Project Co delivers the Services and the anticipated impact of those changes on the Authority, the School Boards and School Users;
  - (r) an update of the Five Year Maintenance Plan (including the Life Cycle Plan), the Environmental Management Plan and the Energy Management Plan for the Schools detailing the elements and schedule of each such plan to be implemented during the ensuing 12 month period; and
  - (s) an update to the QMS and Quality Management Plan.

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### 3.3 Five Year Maintenance Plans

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

### 3.4 Life Cycle Plan

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

- (a) the methods and practices by which Project Co will:
  - (1) ensure the long-term integrity and ongoing operational serviceability of the Schools;
  - (2) preserve the design and performance criteria for all aspects of the Schools;
  - (3) ensure that on the Expiry Date all aspects of the Schools for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
  - (4) minimize, to the extent reasonably possible, disruption to the Authority Activities, programs and services at the Schools; and
  - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of Maintained Elements of the Schools;
- (b) specific refurbishment and life cycle replacement strategies, key assumptions and other provisions for all aspects of the Schools for which Project Co is responsible, categorized by major components within each category of the Maintained Elements; and
- (c) the life cycle and replacement of Maintained Equipment with replacement equipment and components which meet or exceed the standards set out in Section 6.6 of Appendix 2D [Equipment and Furniture] to Schedule 2 [Design and Construction Protocols].

### 3.5 Environmental Management Plan

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



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- (a) maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances and reporting and recording the use of any such materials and products;
  - (b) ensuring that the Services are integrated and performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
  - (c) managing and minimizing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances and reporting and recording all emissions to the Authority;
  - (d) managing fuel storage tanks;
  - (e) managing sound pollution from the Schools;
  - (f) implementing a proactive indoor air quality (IAQ) management program;
  - (g) ensuring drinking water quality and safety;
  - (h) implementing a proactive mould growth and legionella prevention program;
  - (i) developing an environmental awareness program in conjunction with the Authority and the School Boards;
  - (j) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services; and
  - (k) reporting to the Authority on the development and implementation of all programs and procedures intending to reduce the environmental impact of the delivery of the Services.

### 3.6 Energy Management Plan

Project Co will work with the Authority's designate to establish and implement throughout the Operating Period an energy management plan (the "**Energy Management Plan**"). The Energy Management Plan for the Schools will be based on Good Industry Practice and will be consistent with Authority Policies and include Project Co's policies and procedures for:

- (a) ensuring full commitment to responsible energy management without comprising the working environment and safety of Schools Users;
- (b) understanding energy usage and identifying inefficient practices;
- (c) setting mutually agreed objectives and targets to reduce energy consumption;
- (d) managing energy usage and reducing energy costs by implementing sound operating and maintenance practices, and more efficient technology, equipment or building systems as can be economically supported;

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- (e) developing and promoting an energy awareness program for all staff in conjunction with the Authority and the School Boards;
  - (f) participating in any government agency or utility programs that support or foster behaviour change programs relating to sustainability and energy conservation; and
  - (g) meeting the requirements of Appendix 2C [Energy].

### 3.7 Quality Management System and Plan

Project Co will develop, implement and maintain throughout the Operating Period, a QMS and Quality Management Plan. The QMS will include:

- (a) the requirements and principles of Good Industry Practice and all other applicable standards specified in this Schedule;
- (b) all Plans;
- (c) the operation, maintenance, life cycle renewal and handback of the Schools in accordance with the requirements of this Schedule;
- (d) the delivery of all Services;
- (e) the Performance Indicators; and
- (f) quality issues or non-conformances related to the Services that may be reasonably identified by the Authority or the School Boards from time to time.

### 3.8 Preparation of Plans

Project Co will work co-operatively with the Authority's Operating Period Representative in the preparation of all Plans and will submit draft Plans for review and comment by the Operating Period Joint Committee prior to formal submission of such Plans to the Authority pursuant to Section 3.9 of this Schedule.

### 3.9 Submission of Plans to the Authority

No later than:

- (a) the dates set out in Section 3.1 of this Schedule, Project Co will submit to the Authority's Representative drafts of the Life Cycle Schedule and the Start-up Plan; and
- (b) each year during the Operating Period, three months prior to the anniversary date of the earliest School Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative the Annual Service Plan for the next year commencing on such anniversary date.

The Authority will review the Plans and the Authority may, but will not be obliged to, provide comments to Project Co within 60 days of receipt (or such shorter period as may be specified in this Schedule)

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proposing changes to such plans that the Authority considers desirable or necessary. Project Co will have due regard for any comments which the Authority may have in relation to any of such Plans and will attend such meetings as the Authority or the Authority's Operating Period Representative may reasonably require in order to discuss the Authority's comments and proposals provided that:

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

### **3.10 Failure to Prepare Plans**

Other than with respect to the Plans described in Section 3.1 of this Schedule, any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 3 will be deemed to be a Low Service Failure on the first day each such Plan is due and not submitted, a Medium Service Failure on the second day and a High Service Failure each day thereafter until submitted.

### **3.11 Amendment of Plans**

Project Co will follow the review procedure described in Section 3.9 prior to amending any Plan.

### **3.12 Authority Comments**

The following will apply to changes to Plans proposed by the Authority:

- (a) comments provided by the Authority proposing changes to Plans submitted to it by Project Co under the review described in Section 3.9 of this Schedule are not Changes and will be completed at Project Co's cost (except to the extent that any such requested change would constitute a material change to this Agreement, in which case the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply and such change will not be implemented except under a Change Certificate issued by the Authority); and
- (b) if and to the extent the Authority requires an amendment to any of the Plans that it has previously reviewed and commented on (other than an amendment required to bring the Services into conformity with the Services Protocols and Specifications) then such amendment will be a Change and the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

## **4. SERVICES**

### **4.1 General Requirements**

With respect to all Services:

- (a) Project Co will perform the Services in compliance with this Schedule, its Appendices and all other requirements of this Agreement;

Schedule 4 – Services Protocols and Specifications (Saskatchewan Joint-Use Schools Project #2)  
Execution Version

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- (b) Project Co will continuously perform the Services for each School from the School Service Commencement Date for that School to the Termination Date;
  - (c) the Performance Indicators set out in the Appendices to this Schedule are the minimum standards for performance of certain elements of the Services by Project Co and do not limit the scope of the Services that Project Co will provide;
  - (d) without limiting the requirements of the Agreement, including the provisions of each Appendix to this Schedule, Project Co will:
    - (1) provide high quality, efficient, innovative and flexible Services at all times;
    - (2) provide a sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Provider and Sub-Contractors) with the skills necessary to perform the Services, including back-up provisions where required;
    - (3) research and develop new service delivery methods and apprise the Authority of their benefits;
    - (4) manage matters and marshal resources as required to respond to emergencies and to provide a high level of ongoing service delivery;
    - (5) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;
    - (6) provide Services that are integrated and coordinated with the delivery of other services by the Authority, Authority Persons, the School Boards and their respective contractors other than Project Co, the Service Provider and its Sub-Contractors;
    - (7) ensure a collaborative working relationship with the Authority, Authority Persons, the School Boards and School Users;
    - (8) exercise competent supervision of the Services at all times;
    - (9) administer all insurance and warranty claims in connection with the provision of the Services at the Schools; and
    - (10) provide all quality assurance and quality monitoring relevant to the Services.

#### 4.2 FM Services

Project Co will perform the facility maintenance services described in Appendix 4C (the “**FM Services**”).

#### 4.3 Help Desk Services

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

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#### 4.4 Additional Services

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

### 5. PERFORMANCE MONITORING AND REPORTING

#### 5.1 Project Co Performance Monitoring

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

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

#### 5.2 Periodic Reporting

Project Co will prepare and deliver to the Authority in accordance with Section 5.1 of Schedule 8 [Payments] a performance monitoring report (the "**Performance Monitoring Report**") for each Payment Period which will include the following information with respect to the relevant Payment Period:

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

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- (e) a summary and calculations of all adjustments to the relevant Service Payment including a separate accounting of all costs and additional charges related to Vandalism and Excessive Damage in accordance with Section 1.5(e) of this Schedule 4;
  - (f) all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
  - (g) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing and sprinkler testing conducted during the Payment Period;
  - (h) a summary detailing the implementation of the Annual Service Plan then in effect including a summary of:
    - (1) the staffing plan including details of personnel changes, training and methods statements;
    - (2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next reporting period, including schedules and methods statements;
    - (3) all Demand Maintenance performed during the Payment Period; and
    - (4) the delivery of all other Services; and
  - (i) deliver any report required by the Authority in respect of the failure of any Maintained Element.

### 5.3 Authority Inspection and Audit

Project Co will, on reasonable notice from the Authority:

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

### 5.4 Reporting Failures

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

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## 5.5 Reporting Errors

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

- (a) Project Co will:
  - (1) if the Reporting Error occurred other than as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or if the Reporting Error is discovered by Project Co and reported to the Authority prior to its discovery by the Authority, prior to 5:00 p.m. on the next Business Day pay to the Authority an amount equal to the amount overpaid by the Authority as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Authority to the date of repayment to the Authority; or
  - (2) if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, prior to 5:00 p.m. on the next Business Day pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error,

provided that from the earliest School Service Commencement Date to the end of the first year after the earliest School Service Commencement Date, Section 5.5(a)(2) will only apply to Reporting Errors that result from wilful acts or omissions of Project Co; and

- (b) the Authority will immediately pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

## 5.6 Parties to Advise of Reporting Errors

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

## 5.7 Increased Monitoring

If:

- (a) Project Co incurs Deductions of \$10,000 (Index Linked) or more in any month with respect to any one School or \$42,000 (Index Linked) or more in any month with respect to all of the Schools, or \$70,000 (Index Linked) or more in any 12 consecutive month period with respect to any one School or \$420,000 (Index Linked) or more in any 12 consecutive month period with respect to all of the Schools, in respect of any of the Services; or
- (b) a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 12 month period,

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

### **5.8 Replacement of Non-Performing Service Provider or Sub-Contractor**

If Project Co has accrued Deductions in excess of \$45,000 (Index Linked) in any two consecutive Payment Periods with respect to any one School or \$280,000 (Index Linked) in any two consecutive Payment Periods with respect to all of the Schools, or \$150,000 (Index Linked) in any twelve consecutive Payment Periods with respect to any one School or \$560,000 (Index Linked) in any twelve consecutive Payment Periods with respect to all of the Schools, in relation to the Help Desk Services or the FM Services, the Authority may, by notice to Project Co (a “**Sub-Contractor Termination Notice**”), require Project Co to cause:

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

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

### **5.9 Authority’s Right of Access**

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

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

provided that:

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



**6. HANDBACK**

**6.1 Handback Requirements**

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

**7. SITE SERVICE INTERFACES**

**7.1 Authority User Issues**

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

**APPENDIX 4A**

**INTENTIONALLY DELETED**

**APPENDIX 4B**

**HANDBACK REQUIREMENTS**

**APPENDIX 4C**

**FM SERVICES**

**APPENDIX 4D**  
**HELP DESK SERVICES**

**APPENDIX 4E**  
**LIFE CYCLE SCHEDULE**

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