

**APPENDIX 2E**

**EQUIPMENT AND FURNITURE**

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## APPENDIX 2E

### EQUIPMENT AND FURNITURE

#### 1. DEFINITIONS

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

“**Acceptance Protocol**” has the meaning given in Section 3.1(a)(3) of this Appendix;

“**Cash Allowance Equipment**” has the meaning set out in Section 3.1 of this Appendix;

“**Category A Equipment**” means the equipment described and listed as “Category A” in the Equipment List (or similar equipment);

“**Category B Equipment**” means the equipment described and listed as “Category B” in the Equipment List (or similar equipment);

“**Category C Equipment**” means the equipment described and listed as “Category C” in the Equipment List (or similar equipment);

“**Category D Equipment**” means the equipment described and listed as “Category D” in the Equipment List (or similar equipment);

“**Category E Equipment**” means the equipment described and listed as “Category E” in the Equipment List (or similar equipment);

“**Category F Equipment**” means the equipment described and listed as “Category F” in the Equipment List (or similar equipment);

“**Category G Equipment**” means collectively the Category G1 Equipment and the Category G2 Equipment;

“**Category G1 Equipment**” means the equipment described and listed as “Category G1” in the Equipment List (or similar equipment);

“**Category G2 Equipment**” means the equipment described and listed as “Category G2” in the Equipment List (or similar equipment);

“**Commissioning**” means testing and commissioning the equipment or system in accordance with any commissioning requirements set out in this Agreement, all applicable standards and Good Industry Practice, including to ensure that the Equipment is operating in accordance with the manufacturer’s requirements and specifications and including completion of all aspects of the Acceptance Protocol;

“**Coordination**” means coordinating the involvement and input of the Owner, including Facility Users, whether or not such Facility Users have provided input as part of a User Consultation Group in accordance with Appendix 2C [User Consultation and Design Review], and vendors in the Design and Construction with respect to the Equipment and the Equipment Layout drawings, to ensure that the requirements of the Owner, including Facility Users, are met;

“**Delivery**” means ensuring that the Equipment is sent to and arrives at the Facility;

“**Design Integration**” means ensuring that the Design and Construction fully integrate the Facility, including IMIT systems and infrastructure, with the Equipment;

**“Equipment”** means collectively the Category A Equipment, the Category B Equipment, the Category C Equipment, the Category D Equipment, the Category E Equipment, the Category F Equipment and the Category G Equipment;

**“Equipment Cash Allowance”** means the monies to be deposited by the Owner into the Equipment Cash Allowance Account in the amounts and at the times required pursuant to this Appendix and paid from the Equipment Cash Allowance Account for the purchase of Category A Equipment pursuant to this Appendix;

**“Equipment Cash Allowance Account”** means a separate, interest-bearing bank account for all Category A Equipment related cash flows that is maintained by Project Co at the Owner’s direction as contemplated in this Appendix;

**“Equipment Committee”** means the committee established pursuant to Section 8.8 of this Appendix;

**“Equipment Consultant”** means the equipment consultant engaged by Project Co pursuant to Section 8.9 of this Appendix;

**“Equipment Cut Sheets”** means the equipment cut sheets provided to Project Co by the Owner containing representative characteristics for items of equipment on the Equipment List, as those cut sheets may be updated in accordance with this Agreement;

**“Equipment Layout”** means the layout of Equipment in the Facility, as demonstrated by the vendor’s or Project Co’s shop drawings;

**“Equipment List”** means the list of Category A Equipment, Category B Equipment, Category C Equipment, Category D Equipment, the Category E Equipment, the Category F Equipment and the Category G Equipment set out in Attachment 1 to this Appendix;

**“Equipment Procurement Schedule”** means the schedule attached as Attachment 3 to this Appendix, as finalized and updated in accordance with Section 8.5 of this Appendix;

**“Installation”** means, as applicable, wall-mounting, ceiling mounting, connection to all necessary building services, including plumbing, gases, heating, cooling, ventilation and electricity, and connection to necessary communication systems or networks so that the Equipment is fully functional and ready for final acceptance testing;

**“Post-Service Commencement Equipment Work”** has the meaning set out in Section 9.3 of this Appendix;

**“Procurement”** means the procurement of Equipment pursuant to this Appendix, including:

- (a) preparation of procurement documentation, including specifications and contract documents;
- (b) management and completion of procurement processes; and
- (c) contracting, including execution of a purchase order or purchase contract and payment of the purchase price, including applicable Taxes and shipping costs;

**“Request for Payment Approval”** has the meaning given in Section 3.11 of this Appendix;

**“Selection”** means the selection of items of Equipment to be procured pursuant to this Appendix;

“**Setup**” includes:

- (a) receiving items of Equipment at the delivery location and, where applicable, checking the receipt for such items for quantity and completeness against the purchase order;
- (b) transportation and movement within the Facility from the delivery location to the final installation location;
- (c) placement in the final location within the Facility; and
- (d) any necessary unwrapping, unpacking and assembly; and

“**Specification**” means establishing detailed requirements for items of Equipment to be procured pursuant to this Appendix, but for greater certainty does not include preparation of the specifications for items of Cash Allowance Equipment to be included in competitive bidding documents.

## **2. CATEGORY A EQUIPMENT**

### **2.1 Category A Equipment**

Without limiting Project Co’s obligations under this Agreement and subject to Section 3.15, Project Co will be responsible for the Design Integration, Procurement, Coordination, Delivery, Setup, Installation and Commissioning of all Category A Equipment. The cost of Category A Equipment, including applicable Taxes, shipping costs, the costs of any Setup, Installation or Commissioning work that the Equipment vendor will perform in accordance with Section 3.9(b) of this Appendix, and any training costs in accordance with Section 3.19 of this Appendix, will be paid for out of the Equipment Cash Allowance.

The Owner will be responsible for the Specification and Selection of all Category A Equipment.

## **3. PROCUREMENT OF AND PAYMENT FOR CATEGORY A EQUIPMENT**

### **3.1 Solicitation of Proposals**

For each item of Category A Equipment (the “**Cash Allowance Equipment**”) the Owner will provide its requirements, and Project Co will:

- (a) in consultation with the Owner, draft competitive bidding documents, such documents to include:
  - (1) the specifications for the relevant Equipment;
  - (2) terms and conditions for the relevant equipment purchase contract or purchase order, including training for Owner staff;
  - (3) a request for the testing protocol for testing the relevant Equipment to demonstrate that it has been fully installed in accordance with the manufacturer’s requirements and is fully functioning in accordance with the specifications included in the relevant equipment purchase contract or purchase order (an “**Acceptance Protocol**”); and
  - (4) the scope of any Setup, Installation or Commissioning work that the Equipment vendor will perform;

- (b) obtain and submit to the Owner prices sought on a competitive basis from any supplier and for any make or model that will meet or exceed the specifications of the referenced make and model, if any, for that item of Equipment; and
- (c) unless otherwise directed by the Owner, issue competitive bidding documents, and if required by governmental rules on procurement or if directed to do so by the Owner, Project Co will post such competitive bidding documents on the BC Bid website for public competition.

Project Co assumes all risk of delays to the Project Schedule caused by late Procurement or Delivery of any Cash Allowance Equipment, unless such delay is caused or directly attributable to a delay by the Owner or any Owner Person in the approval process pursuant to Section 3.4 of this Appendix.

### **3.2 Compliance with Trade Agreements**

Project Co will comply with the requirements of the Canadian Free Trade Agreement (including Chapter Five thereof) and the New West Partnership Trade Agreement to the same extent that such requirements are, by policy of the Province of British Columbia or the Owner, or by Law, applicable to the Owner.

### **3.3 Project Co Analysis and Recommendations**

Based on the proposals received under Section 3.1 of this Appendix, Project Co will provide a written analysis to the Owner for the procurement of each item of Cash Allowance Equipment, which will include the following:

- (a) item description, item number, and quantities;
- (b) the manufacturer, model number, supplier, specifications and options for the item;
- (c) an analysis, including consideration of compliance with the relevant procurement documents and recommendation as to which make, model and supplier of the item provides, in Project Co's opinion, the overall best value to the Owner, and any other benefits of the recommended item;
- (d) an analysis of the effect the item will have on the overall design of the Facility and the relevant areas within the Facility;
- (e) details of the total cost of ownership, including information on warranties, service costs, installation services, training, spare parts and consumables required for the operation of the item;
- (f) the date and time when the item will be delivered to the Site;
- (g) the cost of the item, including a breakdown of:
  - (1) shipping costs;
  - (2) subject to Section 3.9(b) of this Appendix, any cost to the Owner for any Setup and Installation to be performed by the Equipment vendor;
  - (3) training costs; and
  - (4) applicable Taxes,

and net of all direct or indirect discounts, rebates, refunds, chargebacks, credits, price adjustments or any other allowances obtained across all categories of Equipment that effectively reduce the net selling price;

- (h) based on the information in Section 3.3(g) of this Appendix, the total amounts and timing of the Equipment Cash Allowance cash flows required to implement the recommendation and the full details of the calculation of such amounts;
- (i) whether the procurement is a purchase, a lease, part of a managed equipment program, based on usage pricing or other arrangement, and the terms and timing of payments thereof;
- (j) two copies of each quote or proposal and all other relevant information in respect of the item and such other documentation as the Owner may reasonably require, all of which Project Co will provide on a fully transparent and open basis to the Owner;
- (k) the latest date (not to be less than 60 Business Days after receipt by the Owner of the recommendation or such other period as the parties may agree each acting reasonably) by which a final procurement decision on the item is required from the Owner without causing delays to the Construction or Service Commencement or additional costs for that item; and
- (l) if no proposals for items of Cash Allowance Equipment are available or have been received by Project Co, an alternate recommended course of action for procurement by Project Co including possible substitutes for such items.

The Owner may request additional information from Project Co regarding the analysis and recommendations of Project Co, which Project Co will provide to the Owner as soon as reasonably practicable thereafter.

### **3.4 Owner Approval**

In response to the recommendations for items of Cash Allowance Equipment made by Project Co to the Owner under Section 3.3 of this Appendix, the Owner may, on or before the latest date for such decision as set out in the recommendation pursuant to Section 3.3(k) of this Appendix, do any of the following with respect to some or all of the items:

- (a) select items to be procured and instruct Project Co to proceed with the procurement;
- (b) withdraw the requirement for Project Co to proceed with the procurement;
- (c) subject to Section 8.4 of this Appendix, increase or decrease the quantities, require the procurement of other items in substitution for such items, or otherwise change the items to be procured;
- (d) acting reasonably, reject any supplier or item of Cash Allowance Equipment as unacceptable to the Owner;
- (e) elect to obtain certain items of Cash Allowance Equipment for the Project by obtaining, transferring or relocating existing equipment from the Owner or others; or
- (f) elect to procure directly certain items of Cash Allowance Equipment.

### **3.5 Project Co to Implement Owner Instructions**

Project Co will proceed diligently to implement the Owner's instructions given pursuant to Section 3.4 of this Appendix, including promptly making alternate recommendations for any item the proposed supplier of which has been rejected under Section 3.4(d) of this Appendix. Where Project Co makes any such alternate recommendations, Project Co will provide the Owner with the latest date (not to be less than 30 Business Days after receipt by the Owner of the alternate recommendation or such other period as the parties may agree each acting reasonably) by which a final procurement decision on the item is required from the Owner without causing delays to the Construction or Service Commencement or additional costs for that item. Where Project Co proceeds with any procurement pursuant to Section 3.4, Project Co will issue a purchase order in US currency where this is required for any item of Equipment selected by the Owner.

### **3.6 Communication Protocol**

The Owner may communicate directly with any supplier that the Owner has approved pursuant to Section 3.4, including where the Owner has selected items of Cash Allowance Equipment and instructed Project Co to proceed. If the Owner does so communicate, the supplier will be responsible for sharing any such communication with Project Co. Project Co will then confirm any such communications in writing with the Owner. Project Co will ensure that the purchase order includes a provision allowing for such communications. Where such communications between the Owner and the supplier result in a material change to Project Co's obligations for Design and Construction, such Change will be made in accordance with Schedule 6 [Changes].

### **3.7 Management of Equipment Cash Allowance Account**

Project Co will establish the Equipment Cash Allowance Account and will manage all monies deposited in the Equipment Cash Allowance Account by the Owner pursuant to Section 3.8 in trust for the benefit of, and as directed by, the Owner as follows:

- (a) interest earned will accrue in the Equipment Cash Allowance Account and will be for the benefit of the Owner;
- (b) Project Co hereby grants to the Owner a first priority security interest in and to the Equipment Cash Allowance Account and the funds deposited therein and will execute all documents reasonably required by the Owner in connection with such security;
- (c) Project Co will withdraw monies from the Equipment Cash Allowance Account as and at the times directed by the Owner as required to pay for procurements approved by the Owner pursuant to Section 3.12 of this Appendix, net of all direct or indirect discounts, rebates, refunds, chargebacks, credits, price adjustments or any other allowances obtained across all categories of Equipment that effectively reduce the net selling price;
- (d) Project Co will provide a reconciliation of the Equipment Cash Allowance Account to the Owner on a monthly basis;
- (e) as procurements are completed and invoices are paid, Project Co will keep and update an overall budget for the Equipment Cash Allowance and will provide access to and copies of such budget to the Owner monthly and as otherwise required by the Owner;
- (f) if immediately prior to Service Commencement there is a positive balance in the Equipment Cash Allowance Account, such balance will be the property of the Owner and will be paid by Project Co as directed by the Owner (less any amounts provisioned for settlement on certain equipment);



- (g) the parties will review the operation of the Equipment Cash Allowance Account on a regular basis and agree to any appropriate modifications to ensure its efficient operation; and
- (h) after payment of any balance by Project Co as directed by the Owner in accordance with 3.7(f) and after Project Co has paid all suppliers, Project Co will close the Equipment Cash Allowance.

### **3.8 Deposits to Equipment Cash Allowance Account**

The Owner will deposit funds into the Equipment Cash Allowance Account in accordance with a written request by Project Co to the Owner, and the timing for such written requests will align with procurement as set out in the then current Equipment Procurement Schedule.

Subject to Section 3.10 of this Appendix, the Owner will make deposits into the Equipment Cash Allowance Account if the payment requirements, including applicable Taxes, for procurements approved by the Owner pursuant to Section 3.12 of this Appendix exceed the then balance of the Equipment Cash Allowance Account.

### **3.9 Minimizing Costs**

Project Co will:

- (a) use all reasonable efforts to minimize the cost to the Owner of Cash Allowance Equipment and to conduct its procurement so as to minimize any reasonably avoidable adverse effect on the cost to the Owner of Cash Allowance Equipment;
- (b) ensure that the cost to the Owner of Cash Allowance Equipment includes costs for Setup, Installation and Commissioning performed by the Equipment vendor only to the extent that such Setup, Installation or Commissioning is in the normal scope of the purchase and sale of equipment similar to the Cash Allowance Equipment for a project similar to the Project and is commonly performed by the Equipment vendor; and
- (c) cause all discounts, rebates, refunds, chargebacks, credits, price adjustments and other allowances available in connection with the Cash Allowance Equipment to be attributed solely to and to benefit the pricing of Cash Allowance Equipment.

### **3.10 Mark-Ups**

Project Co agrees that:

- (a) any amount paid from the Equipment Cash Allowance will not include any mark-up for overhead, other costs and profit of Project Co and any other Project Co Person other than the suppliers of Cash Allowance Equipment; and
- (b) there will be no adjustment to the payment out of the Equipment Cash Allowance Account on account of profit, overhead, or other costs associated with procurement, expediting, installation, delivery, unpacking, training, assembling and testing, and commissioning of Cash Allowance Equipment by Project Co and any other Project Co Persons other than the suppliers of Cash Allowance Equipment.

### **3.11 Request for Payment Approval**

Project Co will provide monthly a request to the Owner for payment approval (the "**Request for Payment Approval**") for Cash Allowance Equipment that will include the following:

- (a) details of all supplier invoices that are due for payment that month, including relevant supporting documentation, and documentation showing payments that have been made and the balance remaining for each equipment item;
- (b) reconciliation with the Equipment List of the Cash Allowance Equipment for which payment approval is requested;
- (c) any discounts, rebates, refunds, chargebacks, credits, price adjustments and other allowances available in connection with the Cash Allowance Equipment; and
- (d) all items required as part of the cash flow process with respect to the Equipment Cash Allowance as set out in Section 3.7, including reconciliations and overall budget.

### **3.12 Payment Approval**

The Owner will, acting reasonably and within 10 Business Days of receipt of a Request for Payment Approval, advise Project Co in writing whether or not payment of the invoices set out in such Request for Payment Approval is approved. If the Owner does not approve payment of any invoice set out in a Request for Payment Approval, the Owner will provide full details as to the reason for not approving such payment.

### **3.13 Payment of Approved Invoices**

Project Co will, within 10 Business Days of receipt of the Owner's approval of a Request for Payment Approval, as agent for the Owner only for purposes of payment from the Equipment Cash Allowance Account, make payment to the relevant suppliers as set out in the invoices in such Request for Payment Approval.

### **3.14 Taxes**

Where any Taxes are included in payments to the relevant suppliers pursuant to Section 3.13, Project Co will not claim any rebate on any such Taxes. The Owner may claim all available rebates on any such applicable Taxes or self-assess Taxes in respect of the Cash Allowance Equipment that Project Co procures from outside of Canada.

### **3.15 Responsibility for Owner-Obtained Category A Equipment**

If the Owner elects to obtain or procure certain items of Cash Allowance Equipment pursuant to Sections 3.4(e) or 3.4(f) of this Appendix:

- (a) as soon as is reasonably practicable after such election, Project Co will advise the Owner:
  - (1) if such Equipment must be installed in the Facility for Project Co to achieve Service Commencement; and
  - (2) if applicable, the date by which such Equipment must be delivered so as not to delay the Design, the Construction, Service Commencement or the Owner's use and occupation of the Facility;

- (b) Project Co will be responsible for the Setup, Installation and Commissioning of such items upon delivery to the Site to the extent such items are in substitution for the items of Equipment identified in the Equipment List; and
- (c) Project Co will not be responsible for the condition of any previously used items of Equipment, including any failure of such Equipment to meet commissioning requirements as a result of such condition.

### **3.16 Cash Allowance Equipment 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 Owner that include the following information:

- (a) itemized and aggregate amounts committed to date for all costs to the Owner of Cash Allowance Equipment;
- (b) which Cash Allowance Equipment item numbers have been procured and the itemized and aggregate costs to the Owner of such items;
- (c) the projected procurement of remaining Cash Allowance Equipment and the projected effect of such procurement on the Equipment Cash Allowance;
- (d) the delivery dates for each item procured;
- (e) any authorized or agreed changes in the Equipment List and Equipment Cut Sheets since the previous report, and the financial impact of such changes; and
- (f) any commentary on communication methods, the reporting method/approval process, frequency of communication and similar matters regarding Cash Allowance Equipment procurement and selection,

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

### **3.17 Warranties**

Project Co will ensure that all manufacturer's and supplier's warranties for all Cash Allowance Equipment:

- (a) commence no earlier than the date of first clinical use of the relevant item of Cash Allowance Equipment; and
- (b) are in the Owner's name.

### **3.18 Standards for Equipment**

Project Co will cause all Cash Allowance Equipment, except Cash Allowance Equipment obtained or procured by the Owner pursuant to Sections 3.4(e) or 3.4(f) of this Appendix, to be:

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with Good Industry Practice;
- (c) in accordance with the Equipment List, the Equipment Cut Sheets and the specifications included in the competitive bidding documents;

- (d) CSA and Health Canada approved; and
- (e) in compliance with all Laws.

Project Co will, as soon as practicable after receiving a request from the Owner, supply to the Owner evidence to demonstrate its compliance with this Section 3.18.

### **3.19 Training**

In the equipment purchase contract or purchase order, Project Co will ensure that the relevant equipment vendor is required to provide appropriate and timely training to Owner staff on the proper use and maintenance of all Cash Allowance Equipment that Project Co installs in the Facility (except for those items of Cash Allowance Equipment that the Owner elects to obtain or procure pursuant to Sections 3.4(e) or 3.4(f) of this Appendix) and that such training is sufficient in accordance with Good Industry Practice to enable the Owner and its staff to properly utilize such Cash Allowance Equipment. The Owner will, following consultation with Project Co, schedule the timing of such training activities and the number of Owner staff being trained directly with the vendor. Notwithstanding the limitations on the Owner's access to the Site contained in Section 6.11 of Schedule 2 [Design and Construction Protocols], such training will use the equipment installed in the Facility.

The Owner is responsible to ensure the applicable staff is available for the training described above, in accordance with the Equipment Procurement Schedule. Project Co will be responsible for ensuring the Equipment Procurement Schedule addresses the time periods required for such training, but will not be responsible for delay in training resulting from the failure of the Owner to make the applicable Owner staff available for training in accordance with the Equipment Procurement Schedule, nor for the unavailability of training personnel to be supplied by the respective equipment manufacturers or suppliers in breach of their respective contracts.

### **3.20 Guidance Material and Manuals**

On or before the Service Commencement Date, Project Co will transfer and deliver to the Owner in its original format and organized as acceptable to the Owner, all guidance material and manuals relating to Cash Allowance Equipment items as produced and provided by the manufacturer or the supplier of such items.

### **3.21 No Limitation**

Without limiting Section 2.1 of this Appendix, Cash Allowance Equipment shown on the Equipment List and in the Equipment Cut Sheets is not intended to be exhaustive or to be relied upon by Project Co, does not limit the requirements of the Design and Construction Specifications, and provides only an indication of some of the Cash Allowance Equipment that the Owner may require.

## **4. CATEGORY B AND CATEGORY D EQUIPMENT**

Subject to the terms of this Section 4 but without otherwise limiting Project Co's obligations under this Agreement, Project Co will, at its cost, be responsible for the Design Integration, Coordination, Delivery, Setup, Installation and Commissioning of any Category B Equipment and any Category D Equipment.

The Owner will, at its cost, be responsible for the Specification, Selection and Procurement of any Category B Equipment and any Category D Equipment.

For the Procurement of Category B Equipment and Category D Equipment where the Owner determines, acting reasonably, that setup, installation and commissioning is in the normal scope for purchase and sale of equipment similar to the Category B Equipment or Category D Equipment for a project similar to this Project and is commonly performed by the Equipment vendor, the Owner will use all reasonable efforts to

include Setup, Installation and Commissioning in the scope of the purchase order or purchase contract and the costs of any such Setup, Installation and Commissioning by the Equipment vendor will be included in the purchase price to be paid by the Owner. For the avoidance of doubt, Project Co will have overall responsibility for the Setup, Installation and Commissioning of any such Category B Equipment and Category D Equipment, including at its cost, for the coordination and supervision of any such Setup, Installation and Commissioning by the Equipment vendor.

## **5. CATEGORY C EQUIPMENT**

Project Co's obligations with regard to Category C Equipment are intended to be complementary to, and will not be interpreted to limit, Project Co's obligations in Schedule 3 [Design and Construction Specifications].

Without limiting Project Co's obligations under this Agreement, Project Co will, at its cost, be responsible for the Specification based on Schedule 3 [Design and Construction Specifications], Selection, Design Integration, Procurement, Coordination, Delivery, Setup, Installation and Commissioning of any Category C Equipment.

Refer to Schedule 3 [Design and Construction Specifications] for specifications applicable to furniture, millwork and casework.

## **6. CATEGORY E EQUIPMENT**

The Owner will, at its cost, be responsible for the Specification, Selection, Procurement, Delivery, Setup, Installation and Commissioning of any Category E Equipment.

Without limiting Project Co's obligations under this Agreement, Project Co will, at its cost, be responsible for Design Integration of any Category E Equipment.

## **7. CATEGORY F EQUIPMENT**

Without limiting Project Co's obligations under this Agreement, Project Co will, at its cost, be responsible for the Design Integration of any Category F Equipment and Project Co will ensure that appropriate infrastructure is included in the Facility based on the Equipment Cut Sheets. If any item of Category F Equipment is the same as an item of another category of Equipment, the Owner is not required to provide updated Equipment Cut Sheets for that item of Category F Equipment, and Project Co will obtain all required information about the representative characteristics of that item of Category F Equipment for purposes of the infrastructure based on the characteristics of that same item of Category A, Category B, Category D, Category E or Category G Equipment.

## **8. GENERAL**

### **8.1 Owner Not Obligated to Procure Equipment**

The Owner intends to procure but, subject to Section 8.4 of this Appendix, the Owner is not obligated to procure the items of Category B Equipment, Category D Equipment or Category E Equipment shown on the Equipment List.

### **8.2 Integration of Equipment with Design of Facility**

Project Co will ensure that all Equipment is integrated in accordance with Good Industry Practice with the overall design of the Facility and will include such Equipment as part of the design development process described in Section 5.3 of Schedule 2 [Design and Construction Protocols]. Without limiting the foregoing, Project Co is responsible for all Design Integration, Coordination and Equipment Layout, and for the

purposes of Equipment Layout, Project Co will provide shop drawings to the Owner with respect to any and all items of Equipment as Submittals pursuant to Appendix 2C [User Consultation and Design Review]:

- (a) after selection of the vendor and before the execution of an equipment purchase contract or issuance of a purchase order to that vendor; and
- (b) as final vendor shop drawings, prior to Installation of such item(s) of Equipment.

### **8.3 Acceptance Testing of Cash Allowance Equipment**

Without limiting Project Co's obligations to Commission Cash Allowance Equipment, Project Co will, to the Owner's reasonable satisfaction, complete all of the aspects of the Acceptance Protocol for each item of Cash Allowance Equipment with involvement of appropriate Owner staff.

If:

- (a) prior to the Service Commencement Date, Project Co fails to complete any aspect of an Acceptance Protocol for any item of Cash Allowance Equipment; and
- (b) the Owner has not waived the requirement for Project Co to complete the relevant Acceptance Protocol prior to the Service Commencement Date,

each such failure will be a Deficiency and Section 13.5 of Schedule 2 [Design and Construction Protocols] will apply.

### **8.4 Changes to the Equipment List and Equipment Cut Sheets**

The parties acknowledge that:

- (a) as at the Effective Date, the Equipment List and the Equipment Cut Sheets have not been finalized and, during the Construction Period, changes to the Equipment List and/or the Equipment Cut Sheets should be assumed to occur, including as may occur as part of the design development process described in Section 5.3 of Schedule 2 [Design and Construction Protocols];
- (b) updates to the Equipment List and/or the Equipment Cut Sheets may be required from time to time because of manufacturers' or suppliers' changes, including changes to equipment availability, technology, specifications and models, and changes in clinical practice;
- (c) increases or decreases in the quantities of Equipment, substitution of items on the Equipment List or other changes to the Equipment List and the effects that such changes to the Equipment List or the Equipment Cut 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; and
- (d) multiple models and brands of Equipment may be referred to on the Equipment Cut Sheets, but the Owner retains the right to select an alternative Equipment design for which no Equipment Cut Sheet was provided.

Accordingly:

- (e) the parties will cooperate to identify no-net-cost solutions to any proposed changes to the Equipment List or the Equipment Cut Sheets;

- (f) the parties will cooperate to amend the Equipment List or the Equipment Cut Sheets so that they are accurate and complete as required for Project Co to proceed with the Design and Construction without delay;
- (g) Project Co agrees that if updates (including additional Equipment Cut Sheets) are required to the Equipment List or the Equipment Cut Sheets, including additional Equipment, as a result of the design development process described in Section 5.3 of Schedule 2 [Design and Construction Protocols], Project Co will not be entitled to any Changes that increase the amount of compensation or time for completion of the Design and Construction; and
- (h) where changes to the Equipment List and/or Equipment Cut Sheets are required other than as a result of the design development process and are material, or where changes to the Equipment List and/or Equipment Cut Sheets required other than as a result of the design development process result in a material Change to Project Co's obligations for Design and Construction, such Change will be made in accordance with Schedule 6 [Changes].

### **8.5 Equipment Procurement Schedule**

The Equipment Procurement Schedule attached as Attachment 3 to this Appendix is preliminary and the parties will, each acting reasonably and within 60 Business Days after the Effective Date, finalize the Equipment Procurement Schedule in accordance with the following principles:

- (a) in order to take advantage of the most recent technological advances for Cash Allowance Equipment, final decisions on the Selection of the Cash Allowance Equipment, together with any training or service requirements, will not be made by the Owner until as late as possible into the Construction Period;
- (b) Project Co will require adequate time to issue competitive bidding documents, receive proposals, clarify aspects of proposals, and prepare written analyses and recommendations for the Owner as contemplated by this Appendix and Project Co acknowledges that the Equipment Procurement Schedule should allow for the following steps and time periods to carry out a competitive procurement process for each bundle of Cash Allowance Equipment:
  - (1) Step 1 - preparation of evaluation committees, meeting schedules and invitations - 2 weeks;
  - (2) Step 2 - overall strategy session with leaders (meetings) - 1 day;
  - (3) Step 3 - preparation of draft competitive bidding documents - 2 weeks;
  - (4) Step 4 - evaluation committee meeting #1 to review draft specifications with live updates (meetings) - 1 day;
  - (5) Step 5 - Owner feedback and circulation of updated competitive bidding documents by Project Co - 2 weeks;
  - (6) Step 6 - evaluation committee meeting #2 (meetings) - 1 day;
  - (7) Step 7 - Owner feedback and circulation of updated competitive bidding documents by Project Co - 2 weeks;
  - (8) Step 8 - evaluation committee meeting #3 to review final competitive bidding documents (meetings) - 1 day;

- (9) Step 9 - open bidding process - 6 weeks;
  - (10) Step 10 - bidding process closes and Project Co sends documents to the Owner - 1 week;
  - (11) Step 11 - bid analysis document is prepared by Project Co and delivered to the Owner - 3 weeks;
  - (12) Step 12 - Owner review of vendor bids and Project Co analysis - 4 weeks;
  - (13) Step 13 - evaluation committee meeting #4 to review analysis document and vendor shortlist (meetings) - 1 day;
  - (14) Step 14 - vendor presentations - 2 weeks;
  - (15) Step 15 - Site visits and/or on-site equipment evaluation - 4 weeks;
  - (16) Step 16 - evaluation committee meeting #5 for vendor selection (meetings) - 1 day;
  - (17) Step 17 - Project Co advise vendors and Project Co arranges meetings with Project Co, vendors and the Owner to develop purchase order details - 4 weeks;
  - (18) Step 18 - Owner notifies Project Co of Equipment Selection - 1 day;
  - (19) Step 19 - Owner negotiation with successful bidder - 3 weeks;
  - (20) Step 20 - Project Co provides the Owner with draft purchase order - 1 week;
  - (21) Step 21 - Owner approves purchase order details - 1 week;
  - (22) Step 22 - purchase order issuance to successful bidder - 3 weeks;
  - (23) Step 23 - Project Co arranges meetings with Project Co, the vendor and the Owner for equipment layout sessions (if required) - 3 weeks;
  - (24) Step 24 - final coordination of shop drawings - 4 weeks; and
  - (25) Step 25 - Owner approval of shop drawings - 2 weeks;
- (c) the Owner will require adequate time to evaluate Project Co's analyses and recommendations as contemplated by this Appendix;
  - (d) the Owner will require adequate time for Facility Users to provide input on the Equipment and in coordinating such input from Facility Users, Project Co will use such Facility Users' time as efficiently as possible;
  - (e) the Owner will require the ability to take advantage of bulk or other purchase opportunities advantageous to it;
  - (f) Project Co will require the Equipment Procurement Schedule to allow adequate time to achieve the matters contemplated by this Appendix without any adverse effect on Design and Construction (including Design and Construction to accommodate the Cash Allowance Equipment) and without any adverse effect on Project Co's ability to achieve Service Commencement by the Target Service Commencement Date;



- (g) Project Co will, if possible, structure and carry out procurements to optimize the benefits of any purchasing leverage available to the parties; and
- (h) Project Co will ensure that the Equipment Procurement Schedule is fully integrated with the Project Schedule and the Updated Project Schedule and coordinated with IMIT systems and infrastructure required for the Equipment.

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

The Equipment Procurement Schedule must be part of an integrated installation and commissioning schedule that sequences IMIT systems and infrastructure required for the medical equipment to be installed. Detailed out within this schedule should be pre-installation equipment items, fixed furniture and relocated equipment (if applicable).

### **8.6 Delivery and Installation Timing**

With respect to Category B Equipment and Category D Equipment:

- (a) Project Co will as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co's other obligations under this Section 8.6, identify to the Owner for each item of Category B Equipment and Category D Equipment the earliest date when the Facility will be available to install such item in order to coordinate the timeline for Procurement with Delivery and Installation.
- (b) The Owner and Project Co will work together to agree on the procurement schedule for Category B Equipment and Category D Equipment.

With respect to Category E Equipment:

- (c) Project Co will as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co's other obligations under this Section 8.6, identify to the Owner:
  - (1) each item of Category E Equipment, if any, that must be installed in the Facility for Project Co to achieve Service Commencement;
  - (2) for each item of Category E Equipment, the earliest date when the Facility will be available to the Owner to install such item; and
  - (3) for each item of Category E Equipment identified by Project Co under Section 8.6(c)(1) above, if any, the date by which such item must be installed so as not to delay the Design, the Construction, Service Commencement or the Owner's use and occupation of the Facility.
- (d) Project Co will as required from time to time until Service Commencement, but no less than once per calendar month, update the information in Section 8.6(c) above so that at all times it is an accurate and reasonable representation of Project Co's plans for the completion of the Design and Construction of the Facility and the availability of the Facility for the Installation of Category E Equipment.

- (e) The Owner will cause each item of Category E Equipment identified by Project Co under Section 8.6(c)(1) above to be installed by the date specified by Project Co under Section 8.6(c)(3).
- (f) In order to enable the Owner to meet the deadlines specified in Section 8.6(c)(3), Project Co acknowledges that the date when the Facility will be available to the Owner pursuant to Section 8.6(c)(2), will be at least six months prior to the Target Service Commencement Date, and when the Facility is so available, Project Co will provide the Owner with a designated route from the staging and storage space described in Section 8.7 and access to elevators for every floor of the Facility.

## **8.7 Staging and Storage**

For a period starting at least six months prior to the Target Service Commencement Date and ending at the start-up of clinical operations in the Facility, Project Co will provide:

- (a) space of at least 600 square metres in area to accommodate staging and storage of Equipment procured or provided by the Owner. With respect to such Equipment staging and storage space, Project Co will:
  - (1) ensure that the space is on the perimeter of the building or parkade with convenient external access for deliveries without utilizing any ramps;
  - (2) ensure that the space is dry and clean with regular housekeeping service;
  - (3) ensure that the space is secure and lockable and provide a security patrol and surveillance alarm system;
  - (4) allow Owner representatives to access and work within the space at times convenient to the Owner, including evenings and weekends;
  - (5) ensure that the space is climate controlled with filtered HVAC;
  - (6) provide the required gases;
  - (7) provide access to loading dock scissor lift(s) or forklift(s) for heavy equipment delivery;
  - (8) cooperate with the Owner in scheduling of deliveries to the loading dock, allow time and space for Equipment procured by the Owner to be received at the loading dock and share the schedule for accessing the loading dock;
  - (9) provide power to the space and notify the Owner, in advance, of any power interruptions and such power will include enough receptacles on at least 10 different circuits to accommodate Category E Equipment. Project Co will consult with the Owner on the location of such receptacles;
  - (10) provide plumbing to the space and such plumbing will include a utility sink and an open wash area with drainage;
  - (11) provide Wi-Fi connectivity and at least 10 active data drops in the space. Project Co will consult with the Owner on the location of such data drops;
  - (12) provide access to washroom facilities for Owner staff working within the space;

- (13) ensure stable cell phone coverage; and
- (14) ensure a clear and direct path from the unloading location to the staging space, including ensuring adequate clearance for a motorized pallet jack; and
- (b) space of at least 300 square metres in area adjacent to such staging and storage space for Equipment to accommodate staging and storage of the Owner's IMIT. With respect to such IMIT staging and storage space, Project Co will:
  - (1) ensure that the space is on the perimeter of the building or parkade with convenient external access for deliveries without utilizing any ramps;
  - (2) ensure that the space is dry and clean with regular housekeeping service;
  - (3) ensure that the space is secure and lockable and provide a security patrol and surveillance alarm system;
  - (4) allow Owner representatives to access and work within the space at times convenient to the Owner, including evenings and weekends;
  - (5) ensure that the space is climate controlled with filtered HVAC;
  - (6) provide access to loading dock scissor lift(s) or forklift(s) for heavy equipment delivery;
  - (7) cooperate with the Owner in scheduling of deliveries to the loading dock, allow time and space for the Owner's IMIT to be received at the loading dock and share the schedule for accessing the loading dock;
  - (8) provide power to the space and notify the Owner, in advance, of any power interruptions and such power will include enough receptacles on at least 10 different circuits to accommodate the Owner's IMIT. Project Co will consult with the Owner on the location of such receptacles;
  - (9) provide Wi-Fi connectivity and at least 10 active data drops in the space. Project Co will consult with the Owner on the location of such data drops;
  - (10) provide access to washroom facilities for Owner staff working within the space;
  - (11) ensure stable cell phone coverage; and
  - (12) ensure a clear and direct path from the unloading location to the staging space, including ensuring adequate clearance for a motorized pallet jack.

## **8.8 Equipment Committee**

The parties will establish an Equipment Committee composed of 2 (or any other number agreed between the parties) representatives of each party and the Equipment Consultant. The Equipment Committee will meet regularly during the Construction Period (and at least monthly) to discuss all topics specific to Equipment.

## **8.9 Equipment Consultant**

Project Co will engage an Equipment Consultant experienced with the equipment requirements of healthcare facilities similar to the Facility and experienced with the specification, procurement, installation

and commissioning of equipment similar to the Equipment. If, for any reason, the Equipment Consultant resigns or is otherwise unavailable, then Project Co will use all reasonable efforts to retain a replacement with similar expertise and experience to the Equipment Consultant, satisfactory to the Owner acting reasonably. Project Co will not replace the Equipment Consultant without the Owner's consent, acting reasonably.

Project Co will cause the Equipment Consultant to:

- (a) participate in the design development process as described in Section 5.3 of Schedule 2 [Design and Construction Protocols], including to attend relevant consultations with the User Consultation Group and to identify and address issues related to Equipment;
- (b) attend Equipment Committee meetings;
- (c) consult regularly with the Owner throughout the procurement process described in Section 3 of this Appendix, including as reasonably requested by the Owner;
- (d) as part of the drafting process, prepare, review and provide input on any competitive bidding documents required pursuant to Section 3.1(a) of this Appendix; and
- (e) contribute to and review the analysis and recommendations included in each of Project Co's reports to the Owner pursuant to Section 3.3 of this Appendix.

#### **8.10 Title**

Project Co will:

- (a) cause the procurement arrangements for Cash Allowance Equipment to provide for a transfer of title to such Equipment to the Owner immediately upon the later of:
  - (1) the Service Commencement Date; and
  - (2) the date that Project Co completes, in accordance with Section 8.3 of this Appendix, the Acceptance Protocol for the relevant item of Cash Allowance Equipment;
- (b) pay (including as agent for the Owner only for purposes of payment from the Equipment Cash Allowance Account with respect to Cash Allowance Equipment) all unpaid suppliers prior to the Service Commencement Date for amounts owing on outstanding invoices, subject to any such amounts that are disputed by Project Co, acting reasonably.

#### **8.11 Minimizing Disruptions**

Project Co will ensure that its Design Integration, Procurement, Coordination, Delivery, Setup, Installation, and Commissioning and decommissioning of Equipment as required under this Agreement will be effective and efficient so as to minimize to the greatest extent reasonably possible all disruptions of Owner Activities and any additional costs to the Owner.

#### **8.12 Owner Provided Information**

The Owner may have provided or may provide Project Co with information about the Equipment, including the Equipment Cut Sheets, however it is Project Co's responsibility to have conducted its own analysis and review of such information and to have taken all steps it considers necessary to satisfy itself as to the accuracy, completeness and applicability of any such information upon which it places reliance.

### 8.13 Insurance

Notwithstanding anything in this Agreement to the contrary, Project Co will be responsible for all risks of loss related to Category A Equipment, Category B Equipment, Category C Equipment and Category D Equipment (including repair or replacement thereof in the event of theft, damage or destruction), at all times from Delivery until the Service Commencement Date. With respect to Cash Allowance Equipment, Project Co may not assign such risk to Equipment vendors unless the terms of such assignment are:

- (a) commercially reasonable; and
- (b) agreed to in writing by the Owner.

### 8.14 Removal of Garbage

Project Co will be responsible for removing and disposing of all wrapping materials and other garbage resulting from the Delivery, Setup or Installation of Equipment.

## 9. CATEGORY G EQUIPMENT

### 9.1 Category G Equipment

For greater certainty, both parties acknowledge that relocated Equipment is included as Category G Equipment in the Equipment List.

### 9.2 Category G1 Equipment

Without limiting Project Co's obligations under this Agreement and notwithstanding anything in Sections 2 to 7 of this Appendix but subject to the relevant portions of Section 8 and to this Section 9, Project Co will be responsible for the Design Integration of the Category G1 Equipment.

The Owner will be responsible for relocation of the Category G1 Equipment, including inventory, assessment, decommissioning, uninstalling, moving, receipt, Setup, storage, Installation and Commissioning.

### 9.3 Category G2 Equipment

Without limiting Project Co's obligations under this Agreement and notwithstanding anything in Sections 2 to 7 of this Appendix but subject to the relevant portions of Section 8 and to this Section 9, Project Co will be responsible, at its cost, for the relocation of the Category G2 Equipment, including inventory, assessment, Design Integration, Coordination, decommissioning, uninstalling, moving, receipt, Setup, storage, Installation and Commissioning.

The parties acknowledge that certain of Project Co's responsibilities for relocation of the Category G2 Equipment, including decommissioning, uninstalling, moving, receipt, Setup, storage, Installation and Commissioning of the Category G2 Equipment will take place after Service Commencement (the "**Post-Service Commencement Equipment Work**"). With respect to the Post-Service Commencement Equipment Work, the following will apply:

- (a) the Contract Price includes an amount of \_\_\_\_\_ for the Post-Service Commencement Equipment Work. The calculation of the Deficiency Holdback will include this amount as a single amount and not as two times the costs to carry out the Post-Service Commencement Equipment Work;
- (b) Project Co will take out and maintain in force, or will cause to be taken out and maintained, commercial general liability insurance in accordance with Section 2.4 (Project Co Liability

Insurance) of Schedule 5 [Insurance Requirements]. The Owner will reimburse Project Co for the reasonable costs of taking out and maintaining such liability insurance;

- (c) for the purposes of applicable legislation and regulations, the Owner will be the prime contractor as defined in the *Workers Compensation Act* for the Site;
- (d) the schedule for completion of the Post-Service Commencement Equipment Work is to be established in accordance with Section 12.4 (Equipment Move Plan) of Schedule 2 [Design and Construction Protocols];
- (e) the Owner will provide Project Co with reasonable access to the Facility and the existing hospital to carry out the Post-Service Commencement Equipment Work, which access will be established as part of the Equipment Move Plan. Without limiting Project Co's rights to make a claim for a Compensation Event described in paragraph (a) of the definition of "Compensation Event" in relation to the Owner's responsibility to provide such access, Project Co is relieved from carrying out the Post Service Commencement Equipment Work to the extent that Project Co's ability to carry out the Post-Service Commencement Equipment Work is affected by the Owner's failure to provide the agreed access.

#### **9.4 Design to Incorporate Category G Equipment**

For the avoidance of doubt, Project Co will ensure that the Design of the Facility accommodates the Category G Equipment. Project Co will ensure that Category G Equipment is integrated in accordance with Good Industry Practice with the overall design of the Facility and will include such Category G Equipment as part of the design development process described in Section 5.3 of Schedule 2 [Design and Construction Protocols].

#### **9.5 Relocation Services**

Project Co will, through a Sub-Contractor consented to by the Owner, provide relocation services to the Owner for purposes of relocating Category G2 Equipment from the existing hospital facilities to the Facility. The Owner may require such Sub-Contractor to execute the Owner's Privacy Protection Schedule or other similar documentation to ensure the protection and privacy of personal and confidential information.

### **10. FINANCE**

#### **10.1 Finance**

For greater certainty, except to the extent expressly allocated to the Owner, all costs and expenses in relation to the performance by Project Co of its obligations under this Appendix are allocated to, and accepted by, Project Co as its responsibility.

### **11. EQUIPMENT RESPONSIBILITY MATRIX**

#### **11.1 Equipment Responsibility Matrix**

An Equipment Responsibility Matrix is attached to this Appendix as Attachment 2 [Equipment Responsibility Matrix]. The Equipment Responsibility Matrix is attached for illustrative purposes only and is intended as a summary of responsibility for the various categories of Equipment pursuant to this Appendix. In the event of any ambiguity, conflict or inconsistency between the Equipment Responsibility Matrix and the more detailed provisions of this Appendix, the applicable provisions in this Appendix will prevail.

**ATTACHMENT 1**  
**EQUIPMENT LIST**

## ATTACHMENT 2

### EQUIPMENT RESPONSIBILITY MATRIX

This matrix is included in this Agreement for illustrative purposes only and is subject to the terms of Appendix 2E [Equipment and Furniture].

<b>Equipment Category</b>	<b>Specification</b>	<b>Selection</b>	<b>Design Integration</b>	<b>Procurement</b>	<b>Coordination</b>	<b>Delivery &amp; Setup</b>	<b>Installation &amp; Commissioning</b>
A	Owner	Owner	Project Co	Project Co	Project Co	Project Co	Project Co
B	Owner	Owner	Project Co	Owner	Project Co	Project Co	Project Co
C	Project Co (in accordance with the requirements of Schedule 3 [Design and Construction Specifications])	Project Co	Project Co	Project Co	Project Co	Project Co	Project Co
D	Owner	Owner	Project Co	Owner	Project Co	Project Co	Project Co
E	Owner	Owner	Project Co	Owner	Project Co	Owner	Owner
F	n/a	n/a	Project Co	n/a	n/a	n/a	n/a
G1	n/a	n/a	Project Co	n/a	Project Co	Owner	Owner
G2	n/a	n/a	Project Co	n/a	Project Co	Project Co	Project Co



**ATTACHMENT 3**  
**EQUIPMENT PROCUREMENT SCHEDULE**