

Notice of Meeting and Meeting Agenda Capital Regional Hospital District Board

Wednesday, February 10, 2021

1:00 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. TERRITORIAL ACKNOWLEDGEMENT

2. APPROVAL OF THE AGENDA

3. ADOPTION OF MINUTES

- 3.1. [21-121](#) Minutes of the January 13, 2021 Capital Regional Hospital District Board Meeting

Recommendation: That the minutes of the Capital Regional Hospital District Board meeting of January 13, 2021 be adopted as circulated.

Attachments: [Minutes - January 13, 2021](#)

4. REPORT OF THE CHAIR

5. PRESENTATIONS/DELEGATIONS

In keeping with directives from the Province of BC, this meeting will be held by Live Webcast without the public present.

To participate electronically, complete the online application for "Addressing the Board" on our website. Alternatively, you may email the CRD Board at crdboard@crd.bc.ca.

5.1. Presentations

5.2. Delegations

6. CONSENT AGENDA

7. ADMINISTRATION REPORTS

8. REPORTS OF COMMITTEES

- 8.1. [21-090](#) Award of Contract RFP No. CRHD.2020-03 - Construction Management Services for the Demolition of Oak Bay Lodge

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That Contract RFP No. CRHD.2020-03 for Oak Bay Lodge Construction Management Services for Demolition be awarded to Unitech Construction Management for \$43,000 plus a contingency of \$3,000 for additional services if warranted.
(WA)

Attachments: [Staff Report: Award Contract RFP No. CRHD.2020.3 - Oak Bay Lodge](#)
[Appendix A: RFP No. CRHD.2020-03 Proposal Summary](#)
[Appendix B: Construction Management Contract Template](#)

9. BYLAWS

10. NOTICE(S) OF MOTION

11. NEW BUSINESS

12. ADJOURNMENT

Voting Key:

NWA - Non-weighted vote of all Directors

NWP - Non-weighted vote of participants (as listed)

WA - Weighted vote of all Directors

WP - Weighted vote of participants (as listed)

Meeting Minutes

Capital Regional Hospital District Board

Wednesday, January 13, 2021

1:00 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

PRESENT

DIRECTORS: D. Blackwell (Chair), C. Plant (Acting Chair), S. Brice, B. Desjardins, F. Haynes, L. Helps, M. Hicks (EP), G. Holman, D. Howe (EP), B. Isitt (EP), J. Loveday, C. McNeil-Smith (EP), R. Mersereau, K. Murdoch, G. Orr, J. Ranns, D. Screech, L. Seaton, M. Tait (EP)(1:05 pm), N. Taylor, K. Williams, R. Windsor (EP), G. Young

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; K. Lorette, General Manager, Planning and Protective Services; K. Morley, General Manager, Corporate Services; T. Robbins, General Manager, Integrated Water Services; M. Barnes, Senior Manager, Health and Capital Planning Strategies; M. Lagoa, Deputy Corporate Officer; S. Closson, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: Director R. Martin

The meeting was called to order at 1:00 pm.

1. TERRITORIAL ACKNOWLEDGEMENT

A Territorial Acknowledgement was provided in the preceding meeting.

2. APPROVAL OF THE AGENDA

MOVED by Director Seaton, **SECONDED** by Director Plant,
That the agenda for the January 13, 2021 Session of the Capital Regional Hospital District Board be approved.
CARRIED

3. ADOPTION OF MINUTES

- 3.1. [21-035](#) Minutes of the December 9, 2020 Capital Regional Hospital District Board Meeting
- MOVED** by Director Plant, **SECONDED** by Director Seaton,
That the minutes of the Capital Regional Hospital District Board meeting of December 9, 2020 be adopted as circulated.
CARRIED

4. REPORT OF THE CHAIR

There was no report of the Chair.

5. PRESENTATIONS/DELEGATIONS

5.1. Presentations

There were no presentations.

5.2. Delegations

- 5.2.1. [21-073](#) Delegation - Kathy Gillis; Resident of Victoria: Re: Agenda Item 8.2. Summit Noise Concerns Update
- K. Gillis spoke to concerns regarding the noise issue at the Summit Long Term Care Facility.
- 5.2.2. [21-074](#) Delegation - Joanne Newell; Resident of Victoria: Re: Agenda Item 8.2. Summit Noise Concerns Update
- J. Newell spoke to concerns regarding the noise issue at the Summit Long Term Care Facility.

6. CONSENT AGENDA

There were no Consent Agenda items.

7. ADMINISTRATION REPORTS

There were no Administration Reports.

8. REPORTS OF COMMITTEES

Hospitals and Housing Committee

- 8.1. [21-010](#) Capital Regional Hospital District 2020 Audit Planning Discussion
- MOVED by Director Helps, SECONDED by Director Screech,
That the Capital Regional Hospital District 2020 Audit Plan developed by KPMG
be approved.
CARRIED**
- 8.2. [21-012](#) Summit Noise Concerns Update
- K. Lorette provided an update on noise mitigation measures on the Summit Noise Concerns.
- Discussion ensued on the following:
- independent sound testing by a noise consultant
 - equipment modifications to reduce tonal sound
 - noise measurements and equipment testing
 - sound testing at peak high temperatures
 - equipment warranty

MOVED by Director Helps, SECONDED by Director Screech,
1. That the Chief Administrative Officer be authorized to approve up to \$30,000 in expenditures related to resolving noise concerns at the Summit;
2. And that staff monitor the effectiveness of these mitigation measures, continue to engage with the neighbourhood, and report back to the committee with any further action that is required to mitigate these noise concerns.
CARRIED

9. BYLAWS

There were no bylaws for consideration.

10. NOTICE(S) OF MOTION

There were no Notice(s) of Motion.

11. NEW BUSINESS

There was no new business.

12. MOTION TO CLOSE THE MEETING

12.1. [21-045](#) Motion to Close the Meeting

MOVED by Director Helps, SECONDED by Director Mersereau,
That the meeting be closed for Intergovernmental Negotiations in accordance with Section 90(2)(b) of the Community Charter.
CARRIED

The meeting went into closed session at 4:08 pm.

13. RISE AND REPORT

The meeting rose from closed session at 4:14 pm with no items to report.

14. ADJOURNMENT

MOVED by Director Loveday, SECONDED by Director Plant,
That the January 13, 2021 Capital Regional Hospital District Board meeting be adjourned at 4:14 pm.
CARRIED

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, FEBRUARY 03, 2021**

SUBJECT **Award of Contract RFP No. CRHD.2020-03 - Construction Management Services for the Demolition of Oak Bay Lodge**

ISSUE SUMMARY

To seek approval for award of Contract RFP No. CRHD.2020-03 for Construction Management Services for Demolition of the Oak Bay Lodge property.

BACKGROUND

The Capital Regional Hospital District (CRHD) took over ownership of Oak Bay Lodge (2251 Cadboro Bay Road) from Vancouver Island Health Authority (VIHA) on August 14, 2020. On December 8, 2020, CRHD issued a Request for Proposals for Construction Management Services to oversee the hazardous materials remediation and demolition of Oak Bay Lodge. The Request for Proposals was listed on BC Bid and closed on December 22, 2020 at 4pm.

Proposals that met all requirements contained in the Request for Proposals were evaluated. Seven proposals were evaluated. Technical proposals were evaluated on construction management experience, demolition knowledge, project manager experience, qualifications and local government experience, methodology, proposed work plan, reporting format and references. Once scored, the financial proposals were evaluated based on CRHD policy. Two proposals were evaluated. The lowest financial proposal was submitted by Unitech Construction Management.

Unitech Construction Management has extensive construction management experience, experience working with local government, and managing projects on time and on budget. See Appendix A and B for proposal summary and construction management contract template.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract RFP No. CRHD.2020-03 for Oak Bay Lodge Construction Management Services for Demolition be awarded to Unitech Construction Management for \$43,000 plus a contingency of \$3,000 for additional services if warranted.

Alternative 2

That the Award of Contract RFP No. CRHD.2020-03 - Construction Management Services for the Demolition of Oak Bay Lodge report be referred back to staff for further information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The development of the Oak Bay Lodge property is a priority project for the CRHD and is the subject of high community interest. The lowest quote was \$43,000. A contingency of \$3,000 is requested for additional services if warranted. Consultant fees will be funded from the CRHD Administration and Feasibility Studies Reserve.

Timing Implications

The redevelopment of the Oak Bay Lodge property is a highly-anticipated priority project. CRHD staff will begin working with Unitech to procure necessary services and make applications to the City of Oak Bay as soon as possible. The demolition is anticipated to take around eight months to complete.

Intergovernmental Implications

Staff will work with the District of Oak Bay staff throughout the process to ensure all permits are in place as needed.

Next Steps

This contract award is for construction management services. The construction manager will aid in the tendering of contract documents, trade packages, site management, and reporting. Next steps will include public tendering and future contracts for general conditions, hazardous material remediation and demolition.

CONCLUSION

Awarding a Construction Management contract will allow CRHD to proceed with the remediation and demolition of the building which is past its useful life and pave the way for the redevelopment of the property.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract RFP No. CRHD.2020-03 for Oak Bay Lodge Construction Management Services for Demolition be awarded to Unitech Construction Management for \$43,000 plus a contingency of \$3,000 for additional services if warranted.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, Acting Chief Administrative Officer

ATTACHMENTS

Appendix A: RFP No. CRHD.2020-03 Proposal Summary

Appendix B: Construction Management Contract Template

Appendix A

Recommended Award of Construction Management Services for the Demolition of Oak Bay Lodge RFP No. CRHD.2020-03

No.	Trade Contractor Name	Total Tendered Amount (excl. GST)
1	Unitech Construction Management*	\$43,000
2	Knappett Projects Inc.	\$55,580
3	City Engineering Inc.	
4	Redwood Engineering Ltd.	
5	Island Pro.	
6	Casman Projects (BC) Inc.	
7	Century Group Inc. Constructors	

Note: * = recommended

CRD evaluation policy requires that financial proposals be opened and evaluated for proposals whose technical scores are within 15% of the proposal awarded the highest technical score, and if not, the second ranked proposal is opened.



CCDC 5A

CCDC 5A

Construction Management Contract – for Services

2010

This agreement is protected by
copyright and is intended by the
parties to be an unaltered version of
CCDCSA -ZQ.10 except to the extent
that any alterations, additions or
modifications are set forth in
supplementary conditions.

CCDC

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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SCHEDULES

A1	Services and Compensation
A2	Reimbursable Expenses Applicable to Schedule A1
B1	Additional Services and Compensation
B2	Reimbursable Expenses Applicable to Schedule B1
C	Time-Based Rates for Personnel Employed by the Construction Manager

DEFINITIONS

Class A Construction Cost Estimate
Class B Construction Cost Estimate
Class C Construction Cost Estimate
Class D Construction Cost Estimate
Construction Cost
Construction Cost Estimate
Construction Documents
Construction Manager
Consultant
Contract
Contract Documents
Contract Time
Notice in Writing
Owner
Payment Certifier
Place of the Project
Project
Project In-Use Date
Services
Substantial Performance of Work
Supplier
Temporary Work
Trade Contractor

Value Added Taxes
Work
Working Day

GENERAL CONDITIONS

Part 1 General Provisions

GC 1.1	Contract Documents
GC 1.2	Law of the Contract
GC 1.3	Rights and Remedies
GC 1.4	Assignment
GC 1.5	Project Representatives

Part 2 Construction Manager's Responsibilities

GC 2.1	Services
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Part 3 Owner's Responsibilities

GC 3.1	Provision of Information and Obligations
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Part 4 Payment

GC 4.1	Applications for Payment
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Part 5 Changes

GC 5.1	Changes to the Project
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Part 6 Default Notice

GC 6.1	Owner's Right to Terminate the Contract
GC 6.2	Construction Manager's Right to Terminate the Contract

Part 7 Dispute Resolution

GC 7.1	Negotiation, Mediation and Arbitration
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Part 8 Insurance

GC 8.1	Insurance
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Part 9 Indemnification and Waiver of Claims

GC 9.1	Indemnification
GC 9.2	Waiver of Claims

CCDC 5A is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 5A can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 5A.

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES

This agreement made on the _____ day of _____ in the year _____
by and between

hereinafter called the *Owner*
and

hereinafter called the *Construction Manager*

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES

The *Construction Manager* shall

1.1 perform the *Services* for

“Facility Name”

located at

“Address of Project”

insert above the title of the Project

and as further described in Article A-3 – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed
by the parties, and for which

insert above the Place of the Project

is acting as and is hereinafter called the “*Consultant*”, and

insert above the name of the Consultant

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Services* by the _____ day of _____ in the year _____ and continue in
accordance with any schedule provided in Article A-3 – DESCRIPTION OF THE PROJECT. The *Construction
Manager’s* obligation to provide *Services* shall end no later than one year after the *Project In-Use Date*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Services*.

2.2 This *Contract* may be amended as provided in the *Contract Documents*.

ARTICLE A-3 DESCRIPTION OF THE PROJECT

- 3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, the anticipated *Project In-Use Date*, and any other information which further generally describes the nature of the *Project*:

The Construction Budget, including Construction Management fees and all contingencies, is \$XXX,XXX.XX

The draft schedule is as follows:

Project integrated team assembled:

Pre-schematic design complete:

Schematic Design complete:

Design Development complete: Construction

Documents complete:

Early bid packages tendered:

Main bid packages tendered:

Substantial Performance:

Commissioning complete:

Occupancy/ Closeout commencing:

The project will benchmark LEED Gold or equivalent as determined by the Owner in consultation with the integrated team.

ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Definitions
- the General Conditions

*

* The Supplementary Conditions to the Contract.

* The Construction Manager's Proposal submission including post RFP negotiated revisions

*
(Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

ARTICLE A-5 COMPENSATION FOR SERVICES

- 5.1 The *Construction Manager's* compensation shall be equal to the sum of the *Construction Manager's* fee as specified in paragraph 5.2 and the reimbursable expenses as described in paragraph 5.3.
- 5.2 The *Construction Manager's* fee is comprised of one or more of the following:
- .1* A fixed amount of _____; and
 - .2* A percentage amount of [not applicable] _____ percent (____ %) of the *Construction Cost*. In the event that the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Project*, the *Construction Cost* for purposes of establishing the *Construction Manager's* fee is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction. Where the actual cost has not been determined for all or part of the *Project*, the *Construction Cost* shall be the *Construction Cost Estimate*, as agreed by the *Owner* and the *Construction Manager*, at market rates at the anticipated time of construction; and
 - .3* An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule C to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*.
- * Strike out inapplicable paragraph(s).
- 5.3 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedules A2 and B2 to the Agreement plus the administrative charge of zero _____ percent (0 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Project* and supported with suitable documentation.
- 5.4 The *Owner* may by written request require the *Construction Manager* to:
- .1 provide prior to commencement of the *Services* an estimate of the total amount of the *Construction Manager's* fee for the *Services* as described in paragraph 5.2.3;
 - .2 provide prior to commencement of the *Services* an estimate of the total amount of the reimbursable expenses as described in paragraph 5.3 for evaluation and verification purposes; and
 - .3 inform the *Owner* in writing prior to incurring reimbursable expenses as described in paragraph 5.3.
- 5.5 All amounts are in Canadian funds.

ARTICLE A-6 PAYMENT

- 6.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*. The *Owner* shall pay the *Construction Manager*:
- .1 payments on account of the compensation described in Article A-5 of the Agreement – COMPENSATION FOR SERVICES together with such *Value Added Taxes* as may be applicable to such payments, and
 - .2 upon completion of the *Services*, the unpaid balance of the compensation together with such *Value Added Taxes* as may be applicable to such payments.
- 6.2 Should the *Owner* fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
- .1 2% per annum above the prime rate for the first 60 days.
 - .2 4% per annum above the prime rate after the first 60 days.
- Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

ARTICLE A-7 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 7.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 7.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 7.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 7.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 7.5 An address for a party may be changed by *Notice in Writing* setting out the new address delivered to the other party in accordance with this Article.

Owner

name of Owner*

address

facsimile number

email address

Construction Manager

name of Construction Manager*

address

facsimile number

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

- 8.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.
- 8.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Complete this statement by striking out inapplicable term.

ARTICLE A-9 SUCCESSION

9.1 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement by their respective hands or by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name of the person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONSTRUCTION MANAGER

name of person signing

signature

signature

signature

name of person signing

name and title of person signing

N 8 Where legal jurisdiction, local practice, or Owner or Construction Manager require it to be for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership, or
- (b) if affixing of a corporate seal, this Agreement should be properly sealed.

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
1.1 General Services .1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> . .2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.			
1.2 Predesign .1 Estimating: (1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> . (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.			
1.3 Schematic Design Phase .1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies. .2 Estimating: (1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .3 Scheduling: Prepare in consultation with the <i>Consultant</i> and the <i>Owner</i> a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the <i>Project-In-Use Date</i> . .4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Project</i> .			
1.4 Design Development Phase .1 Constructability: (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages, to help facilitate the subsequent bidding and awarding of trade and supply contracts. (3) Review the specifications and drawings and at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Trade Contractors</i> . (4) Prepare general functional layout of construction site access and organization and <i>Temporary Work</i> . .2 Estimating and Cost Control: (1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action. (3) Establish a cost control program, and prepare a cash flow forecast for the <i>Project</i> . .3 Scheduling: (1) Review and update the <i>Project</i> schedule with appropriate details. (2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> , update the <i>Project</i> schedule, and make recommendations for corrective action. (3) Make recommendations to the <i>Owner</i> regarding any equipment or materials, which should be pre-ordered to meet the <i>Project</i> schedule.			

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
1.5 Construction Document Phase .1 Constructability: (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Review the specifications and drawings and make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to clarity, consistency, constructability, and coordination among the <i>Trade Contractors</i> . (3) Assist the <i>Owner</i> and the <i>Consultant</i> in preparing bid documents for <i>Trade Contractors</i> . (4) Assist the <i>Owner</i> in determining the contract security requirements of <i>Trade Contractors</i> . .2 Estimating and Cost Control: (1) Update the <i>Class B Construction Cost Estimate</i> at defined intervals of <i>Construction Documents</i> completion. (2) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase. (3) Update the cash flow forecasts for the <i>Project</i> . (4) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget and make recommendations for corrective action. .3 Scheduling: (1) Review and update the <i>Project</i> schedule with appropriate details. (2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> , and make recommendations for corrective action, including changes to <i>Project</i> scope, schedule or budget. .4 Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> objective. .5 Prepare general requirements. .6 Collate, assemble and distribute bid documents.			
1.6 Construction Procurement Phase .1 Scheduling: (1) Review and update the <i>Project</i> schedule with appropriate details. .2 Contracting: (1) Develop methods of solicitation for <i>Trade Contractors</i> and the distribution of addenda. (2) Prepare the prequalification criteria for <i>Trade Contractors</i> and <i>Suppliers</i> as required by the <i>Owner</i> . (3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the <i>Work</i> of each <i>Trade Contractor</i> . .3 Solicit bids. .4 Assist the <i>Owner</i> in the evaluation and awarding of contracts. .5 Update the cash flow forecasts for the <i>Project</i> .			

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>2. CONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	<p>Performed by the Owner or Someone Other Than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>
<p>2.1 General Services</p> <p>.1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i>, the <i>Consultant</i> and <i>Trade Contractors</i>.</p> <p>.2 Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>.3 Provide administration as described in the trade contract documents including.</p> <ol style="list-style-type: none"> (1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>. (2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>. (3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>. (4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>. (5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manager</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>. (6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties. (7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute. (8) Investigate the impact on <i>Work of each Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery. (9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>. 		
<p>2.2 Project Control and Scheduling</p> <p>.1</p> <ol style="list-style-type: none"> (1) Establish and implement organization and procedures with respect to all aspects of the <i>Project</i>. (2) Provide to <i>Trade Contractors</i> the <i>Project</i> schedule that indicates the timing of major activities of the <i>Project</i> in sufficient detail for <i>Trade Contractors</i> to schedule their <i>Work</i>. (3) Provide coordination and general direction for the progress of the <i>Project</i>. (4) Monitor the <i>Work</i> of each <i>Trade Contractor</i>. (5) Coordinate all <i>Trade Contractors</i> in the performance of their respective <i>Work</i>, with one another and with the activities and responsibilities of the <i>Owner</i> and the <i>Consultant</i>. (6) Review the performance of <i>Trade Contractors</i>’ personnel and equipment and the availability of materials and supplies to meet the <i>Project</i> schedule and recommend courses of action to the <i>Owner</i> when requirements of a trade contract are not being met. (7) Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the <i>Owner</i> and <i>Trade Contractors</i> adjustments in the schedule to achieve the <i>Project In-Use Date</i>. Provide summary reports of each monitoring and document all changes in schedule. 		

<p>2. CONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)
<p>2.3 Common Construction Facilities and Services .1 Arrange for the required <i>Temporary Work</i>.</p>		
<p>2.4 Cost Control and Accounting .1 (1) Prepare and update the <i>Construction Cost</i> cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>. (2) Develop, implement and maintain a system of <i>Project</i> cost control and accounting. (3) Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i>. (4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. (5) Jointly with each <i>Trade Contractor</i>, prepare a schedule showing when items called for under cash allowances must be ordered to avoid delaying the progress of <i>Work</i>. (6) Provide recommendations to the <i>Owner</i> for necessary changes to maintain <i>Project</i> budget and <i>Project</i> schedule.</p>		
<p>2.5 Changes in Work .1 (1) Develop and implement a system for processing changes in any <i>Work</i>. (2) Recommend appropriate changes in any <i>Work</i> to the <i>Owner</i> and the <i>Consultant</i>. (3) Review requests for changes in any <i>Work</i> and provide recommendations to the <i>Owner</i> and the <i>Consultant</i> and, if necessary, assist in negotiation. (4) Prepare and issue to <i>Trade Contractors</i> change orders and change directives, including written descriptions of proposed changes in <i>Work</i>, all of which are to be prepared in consultation with the <i>Consultant</i> when they are related to the specifications and drawings.</p>		
<p>2.6 Payments to Trade Contractors and Suppliers .1 (1) Develop and implement a procedure for timely process of payments to <i>Trade Contractors</i> and <i>Suppliers</i>. (2) Promptly inform the <i>Owner</i> of the date of receipt of the <i>Trade Contractors</i>' applications for payment. (3) Promptly forward to the <i>Payment Certifier</i> the applications for payment received from the <i>Trade Contractors</i>. .2 (1) Determine the amounts owing to <i>Trade Contractors</i> and issue certificates for payment based on the <i>Construction Manager's</i> observations and evaluation of <i>Trade Contractors</i>' applications for payment.</p>		
<p>2.7 Field Review .1 (1) Develop, implement and maintain a system for quality assurance and quality control. (2) Reject work that in the opinion of the <i>Construction Manager</i> or the <i>Consultant</i> does not conform to the requirements of the trade contract documents and whenever it is considered necessary or advisable, require inspection or testing of work.</p>		
<p>2.8 Health and Construction Safety .1 (1) Subject to paragraph 3.1.2 of GC 3.1 – PROVISION OF INFORMATION AND OBLIGATIONS, be responsible for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place at the <i>Place of the Project</i> and review with the <i>Owner</i> all safety programs for adequacy. (2) Review with the <i>Owner</i> the <i>Trade Contractors</i>' safety programs for compliance.</p>		

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)
2.9 Submittals .1 (1) Establish procedures for processing submittals. (2) Coordinate all relevant information required to perform any <i>Work</i> . (3) Upon request by any <i>Trade Contractor</i> or the <i>Consultant</i> , jointly prepare a schedule of the dates for provision, review and return of shop drawings. (4) Forward to the <i>Consultant</i> for review all shop drawings that are considered to be complete. (5) Indicate in writing the <i>Consultant's</i> acceptance or rejection of all deviations in the shop drawings from the requirements of the trade contract documents. (6) Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any <i>Work</i> .		
2.10 Reports and Project Site Documents .1 (1) Keep a daily log available to the <i>Owner</i> and the <i>Consultant</i> . (2) Maintain copies of all necessary documents at the <i>Place of the Project</i> . (3) Collate and compile record documents and operating and maintenance manuals in accordance with the <i>Owner's</i> requirements.		
2.11 Start-up .1 (1) Assist the <i>Owner</i> in coordinating and monitoring initial start-up and testing conducted by <i>Trade Contractors</i> . (2) Coordinate the commissioning of utilities, systems and equipment.		
2.12 Substantial Performance of the Work .1 (1) Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting <i>Substantial Performance of the Work</i> of each <i>Trade Contractor</i> or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion. (2) Distribute certificates of <i>Substantial Performance of the Work</i> and final certificates for payment of <i>Work</i> of each <i>Trade Contractor</i> . (3) Arrange with <i>Trade Contractors</i> to finish <i>Work</i> to be completed or corrected.		
2.13 Project In-Use Date .1 (1) Determine, in consultation with the <i>Owner</i> and the <i>Consultant</i> , and advise <i>Trade Contractors</i> in writing of, the <i>Project In-Use Date</i> .		
2.14 Handover .1 (1) Inform the <i>Owner</i> and the <i>Consultant</i> in writing when <i>Work</i> of each <i>Trade Contractor</i> is ready for final review prior to issuance of final certificate for payment. (2) Seek, obtain and transmit to the <i>Owner</i> warranties (in consultation with the <i>Consultant</i> , if applicable), affidavits, releases, bonds, insurances, and waivers received from <i>Trade Contractors</i> . (3) Turn over to the <i>Owner</i> all keys and maintenance stocks. (4) Arrange for the issuance of the final certificate for payment for each <i>Trade Contractor</i> . (5) Assist the <i>Owner's</i> operating staff to facilitate a smooth and proper takeover of <i>Work</i> of each <i>Trade Contractor</i> and the <i>Project</i> , including all necessary training and instruction of the <i>Owner's</i> operating staff.		

3. POST-CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)
3.1 General Services .1 (1) Chair and minute <i>Project</i> meetings with the <i>Owner</i> , the <i>Consultant</i> , and <i>Trade Contractors</i> . (2) Prepare final <i>Construction Cost</i> report.		
3.2 Occupancy Review .1 Assist the <i>Owner</i> in conducting post-construction occupancy review.		
3.3 Warranties .1 Assist the <i>Owner</i> in administering warranties.		

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager's* fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	Reimbursable Expenses (A5.3)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Project</i> .	<input type="checkbox"/>	<input type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, and reproduction of trade contract documents incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input type="checkbox"/>
3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Deposits lost, provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		
5. The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.		
6. Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .		
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		
8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		
9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		
10. The costs incurred due to emergencies affecting the safety of persons or property.		
11. Legal costs incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		
12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows:		

SCHEDULE B1 – ADDITIONAL SERVICES AND COMPENSATION

The *Construction Manager* will provide the following additional services and *Temporary Work* that are within the scope of the *Services*:

	Method of Compensation (*F1/F2/F3)

SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to additional services are included in the *Construction Manager's* fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	Reimbursable Expenses (A5.3)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Project</i> .	<input type="checkbox"/>	<input type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of trade contract documents incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input type="checkbox"/>
3. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .	<input type="checkbox"/>	<input type="checkbox"/>
4. The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.	<input type="checkbox"/>	<input type="checkbox"/>
5. The cost of all products purchased by the <i>Construction Manager</i> for the <i>Project</i> , including cost of transportation thereof.	<input type="checkbox"/>	<input type="checkbox"/>
6. The cost of all equipment and services required for the <i>Construction Manager's</i> field office.	<input type="checkbox"/>	<input type="checkbox"/>
7. The amounts of all contracts between the <i>Construction Manager</i> and subcontractors and suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost of quality assurance such as independent inspection and testing services.	<input type="checkbox"/>	<input type="checkbox"/>
9. Any adjustment in premiums for insurance which the <i>Construction Manager</i> is required, by this <i>Contract</i> , to purchase and maintain.	<input type="checkbox"/>	<input type="checkbox"/>
10. If applicable, the cost of time-based rate for labour in the direct employ of the <i>Construction Manager</i> in performing the additional services described in Schedule B1.	<input type="checkbox"/>	<input type="checkbox"/>
11. Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .		
12. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		
13. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		
14. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, are within the deductible amounts or are not insurable.		
15. The costs incurred due to emergencies affecting the safety of persons or property.		
16. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Project</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		
17. Such other costs directly incurred by the <i>Construction Manager</i> in performing the additional services as follows:		

SCHEDULE C – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

Personnel employed by the Construction Manager in the performance of the Services	Unit	Rate
Senior Estimator		
Estimator		
Trade coordinator		
Superintendent		
Safety Manager		
Safety Officer		
Project Coordinator		
Construction Manager		
Field Manager		
[add/edit as appropriate to your proposal]		

DEFINITIONS

The following Definitions apply to the *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Construction Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Construction Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Construction Cost

Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the compensation of the *Construction Manager* and the *Consultant*.

Construction Cost Estimate

Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents

The *Construction Documents* consist of the specifications and drawings that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

Construction Manager

The *Construction Manager* is the person or entity identified as such in the Agreement.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Project*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES.

Notice in Writing

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties that is transmitted in accordance with the provisions of Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Payment Certifier

The *Payment Certifier* is either the *Construction Manager* or the *Consultant* identified as such in a trade contract.

Place of the Project

The *Place of the Project* is the designated site or location of the *Project* identified in this Agreement.

Project

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner*.

Project In-Use Date

Project In-Use Date shall have been reached when the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Construction Manager* in consultation with the *Consultant* and the *Owner*.

Services

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION and Schedule B1 to the Agreement – ADDITIONAL SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

Substantial Performance of the Work

Substantial Performance of the Work is defined in the lien legislation applicable to the *Place of the Project* with respect to each *Trade Contractor*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* of each *Trade Contractor* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Owner* to supply products.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items required for the execution of *Work* but not incorporated into *Work*.

Trade Contractor

Trade Contractor is the person or entity identified as such in a trade contract between the *Owner* and the *Trade Contractor* to perform *Work*.

Value Added Taxes

Value Added Taxes means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, The Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by tax legislation.

Work

Work means the construction and related services required to be performed by a *Trade Contractor*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Project*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 If there is a conflict within the *Contract Documents*:

- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
 - the Definitions,
 - Supplementary Conditions, if any
 - the General Conditions.
- .2 later dated documents shall govern over earlier documents of the same type.
- .3 amendments to documents shall govern over documents so amended.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Project* shall govern the interpretation of this *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner* or the *Construction Manager* shall constitute a waiver of any right or duty afforded either of them under this *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to this *Contract* shall assign this *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

GC 1.5 PROJECT REPRESENTATIVES

1.5.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

GC 2.1 SERVICES

- 2.1.1 The *Construction Manager* shall provide the basic services identified in Schedule A1 to the Agreement and additional services identified in Schedule B1 to the Agreement.
- 2.1.2 The *Construction Manager* shall retain the personnel named in the Agreement in their designated roles for the duration of the assignment and promptly inform and obtain approval by the *Owner* of any change.
- 2.1.3 In providing the *Services*, the *Construction Manager* assumes no responsibility for, nor offers any professional advice with respect to, any and all architectural or engineering aspects of the *Project* or the *Consultant's* services.
- 2.1.4 The authority of the *Construction Manager* as agent of the *Owner* is expressly limited to the provision of the *Services* more particularly described in Schedules A1 and B1 to the Agreement.
- 2.1.5 Interpretations and findings of the *Construction Manager* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Construction Manager* will not show partiality to either the *Owner* or *Trade Contractors*.

PART 3 OWNER'S RESPONSIBILITIES

GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS

3.1.1 The *Owner* shall:

- .1 retain the *Consultant* who shall be responsible for the design and design-related services required for the *Project*;
- .2 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;

- .3 inform the *Consultant* of the scope and terms of the *Services*;
- .4 coordinate and facilitate the services of the *Construction Manager* and the *Consultant*;
- .5 enter into contracts or written agreements with *Trade Contractors* to perform the *Work*. Such agreements shall be consistent with the requirements of CCDC 17 – STIPULATED PRICE CONTRACT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS;
- .6 inform the *Construction Manager* of the scope and terms of each trade contract;
- .7 upon request by the *Construction Manager*, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made and that adequate financing is available in order to ensure the completion of the *Project*;
- .8 communicate with *Trade Contractors* through the *Construction Manager* except:
 - (1) for direct communications with the *Payment Certifier*,
 - (2) with respect to formal notices in writing, or
 - (3) when expressly specified in a trade contract.
- .9 pay *Trade Contractors* in accordance with the terms and conditions of each trade contract;
- .10 furnish promptly to the *Construction Manager* all information that is required for the *Project* regarding the *Place of the Project* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. The *Construction Manager* shall be entitled to rely on such information;
- .11 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services*;
- .12 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services*;
- .13 obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits;
- .14 provide, maintain and pay for the insurance coverages required for the *Project* in accordance with Part 8 of the General Conditions – INSURANCE;
- .15 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Work*, the *Project* or any non-conformity with the requirements of the *Contract*;
- .16 designate in writing a representative who shall be fully acquainted with the *Project* and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*; and
- .17 designate in writing a *Payment Certifier* and advise the *Construction Manager* and the *Consultant*.

3.1.2 The *Owner* shall be responsible for construction health and safety at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable health and construction safety legislation.

PART 4 PAYMENT

GC 4.1 APPLICATIONS FOR PAYMENT

- 4.1.1 The *Construction Manager's* applications for payment shall be made monthly as the *Services* progress or in accordance with such other period agreed to by the *Owner* and the *Construction Manager*.
- 4.1.2 The amount claimed shall be in accordance with a schedule agreed to by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, equal to the value of the *Services* provided as of the last day of the payment period.

GC 4.2 PAYMENT

- 4.2.1 The *Owner* shall make payment to the *Construction Manager* on account in accordance with the provisions of Article A-6 of the Agreement – PAYMENT no later than 20 calendar days following the date of receipt of an application for payment.
- 4.2.2 No deductions shall be made by the *Owner* from amounts payable to the *Construction Manager* other than those for which the *Construction Manager* is proven to be responsible as in accordance with Part 7 – DISPUTE RESOLUTION or has agreed to pay.
- 4.2.3 Variance from the *Construction Cost Estimate* established under this *Contract* shall not constitute grounds for the *Owner* to withhold fees due to the *Construction Manager*.
- 4.2.4 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*.

PART 5 CHANGES

GC 5.1 CHANGES TO THE PROJECT

- 5.1.1 The *Owner*, without invalidating this *Contract*, may make changes in the *Project* provided they are within the general scope of the *Project* and of the *Services*.
- 5.1.2 The *Construction Manager* shall promptly advise the *Owner* if a change contemplated by the *Owner* under paragraph 5.1.1 will change the *Construction Manager's* compensation or the *Project In-Use Date*.
- 5.1.3 If the *Owner* and the *Construction Manager* agree on an adjustment to the *Construction Manager's* compensation or *Contract Time*, such agreement shall be recorded in writing.
- 5.1.4 If the *Owner* and *Construction Manager* cannot agree on the change in *Construction Manager's* compensation, the matter shall be determined in accordance with the provisions of Part 7 of the General Conditions – DISPUTE RESOLUTION.
- 5.1.5 If the *Contract Time* is exceeded or extended through no fault of the *Construction Manager*, the *Construction Manager's* compensation shall be adjusted accordingly to cover the *Construction Manager's* additional costs.

GC 5.2 CHANGES IN SERVICES

- 5.2.1 Any agreement between the *Owner* and the *Construction Manager* on a change to the *Services* shall be recorded in writing.

PART 6 DEFAULT NOTICE

GC 6.1 OWNERS' RIGHT TO TERMINATE THE CONTRACT

- 6.1.1 If a party is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this *Contract* by giving the party or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 6.1.2 If the *Construction Manager* neglects to properly perform the *Service* or otherwise fails to comply with the requirements of this *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 6.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
 - .1 commences the correction of the default within the specified time, and
 - .2 provides an acceptable schedule to the *Owner* for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 6.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
 - .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Services* in whole or in part or terminate this *Contract*.
- 6.1.5 If the *Owner* terminates this *Contract* as provided in paragraphs 6.1.1 and 6.1.4, the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* properly performed to the effective termination date, including reimbursable expenses and applicable taxes then due.
- 6.1.6 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 6.1.1 and 6.1.4, terminate this *Contract* by giving *Notice in Writing* to that effect to the *Construction Manager*.
- 6.1.7 Suspension of the *Project* shall be deemed to have occurred if:
 - .1 the *Project* has been stopped at the *Owner's* request or due to no fault of the *Construction Manager*, and
 - .2 such stoppage or stoppages have continued individually for a period of 30 calendar days or collectively for a period of 60 calendar days.

- 6.1.8 If the *Owner* terminates this *Contract* as provided in paragraph 6.1.6 or suspends the *Project* as described in paragraph 6.1.7:
- .1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and
 - .2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

GC 6.2 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE THE CONTRACT

- 6.2.1 If the *Owner* fails to comply with the requirements of this *Contract* to a substantial degree, including but not limited to the non-payment of compensation for *Services* described in Article A-5 – COMPENSATION FOR SERVICES, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, give the *Owner Notice in Writing* that the *Owner* is in default of the *Owner's* contractual obligations and notify the *Owner* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 6.2.2 If the *Owner* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Construction Manager* may have, the *Construction Manager* may terminate this *Contract*.
- 6.2.3 If the *Construction Manager* terminates this *Contract* as described in paragraph 6.2.2:
- .1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and
 - .2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

PART 7 DISPUTE RESOLUTION

GC 7.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 7.1.1 Differences between the parties to this *Contract* as to the interpretation, application or administration of this *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of this General Condition.
- 7.1.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 7.1.3 If the parties so agree the dispute shall be submitted to mediation or arbitration in accordance with the provisions of the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect as at the date of this *Contract*.
- 7.1.4 If no agreement is made for mediation or arbitration as described in paragraph 7.1.3, the parties may refer the unresolved dispute to the courts or to any other agreed form of dispute resolution.

PART 8 INSURANCE

GC 8.1 INSURANCE

- 8.1.1 The *Owner* shall obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, all *Trade Contractors*, all subconsultants, and all trade subcontractors with limits of not less than \$10,000,000 per occurrence and a deductible not more than \$10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after the *Project In-Use Date*. The *Owner* is responsible to provide coverage for completed operations hazards from the *Project In-Use Date* for a period of 2 years.

- 8.1.2 The *Owner* shall obtain, maintain and pay for ‘broad form’ property insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*. The policy shall have limits of not less than the sum of 1.1 times the *Construction Cost Estimate* with a deductible not more than \$10,000. The “Broad Form” property insurance shall be provided from the date of commencement of the *Project* until the earliest of:
- .1 10 calendar days after the *Project In-Use Date*;
 - .2 on the commencement of use or occupancy of any part or section of the *Work* of any *Trade Contractors* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Project*;
 - .3 when the *Place of the Project* is left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 8.1.3 The *Owner* shall or cause to obtain, maintain and pay for an Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Project*. The policy shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard.
- 8.1.4 The *Construction Manager* shall provide, maintain and pay for general liability insurance that has limits of not less than \$5,000,000 per occurrence and a deductible not more than \$5,000. The policy shall be maintained from the date of commencement of the *Project* until the *Construction Manager* completes the *Services*. Liability coverage shall be provided for completed operations hazards on an ongoing basis for a period of 6 years following the *Project In-Use Date*.
- 8.1.5 The *Construction Manager* shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the *Construction Manager*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Construction Manager* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Construction Manager*.
- 8.1.6 Prior to commencement of the *Project* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the parties shall promptly provide each other with confirmation of coverage that they are responsible for and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Project*.
- 8.1.7 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of this *Contract*.
- 8.1.8 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project*.

PART 9 INDEMNIFICATION AND WAIVER OF CLAIMS

GC 9.1 INDEMNIFICATION

- 9.1.1 The *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Project In-Use Date* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Project*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 9.1.2 The obligation of either party to indemnify as set forth in paragraph 9.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 8.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 8.1 – INSURANCE.

- .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 8.1 – INSURANCE, the *Construction Manager*'s compensation as recorded in Article A-5 of the Agreement – COMPENSATION FOR SERVICES.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 9.1.2.1 and 9.1.2.2 shall apply.
- 9.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 9.1.1 and 9.1.2 shall be inclusive of interest and all legal costs.
- 9.1.4 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known to the party required to give such *Notice in Writing*;
 - .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party, upon assuming all liability for any costs that might result, shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 9.2 WAIVER OF CLAIMS

- 9.2.1 As of the date of one year from the *Project In-Use Date*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager*'s involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:
- .1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than 20 days after the *Project In-Use Date*;
 - .2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims resulting from acts or omissions which occur after the *Project In-Use Date*.
- 9.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 9.2.1.3 except for those referred in paragraph 9.2.1.2 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the *Project In-Use Date*.
- 9.2.3 As of the date of one year from the *Project In-Use Date*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner*'s involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:
- .1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than 20 days from the *Project In-Use Date*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
 - .3 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Project*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Project* which affect the *Project* to such an extent or in such a manner that a significant part or the whole of the *Project* is unfit for the purpose intended by this *Contract*;
 - .4 claims arising from acts or omissions which occur after the *Project In-Use Date*.
- 9.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 9.2.3.3 except for those referred in paragraph 9.2.3.2 and claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from *Project In-Use Date* should any limitation statute of the Province or Territory of the *Place of the Project* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Project*; or
 - .2 the Civil Code of Quebec if the *Place of the Project* is the Province of Quebec.

- 9.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 9.2.3.4 except for those arising from claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the *Project In-Use Date*.
- 9.2.6 *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 9.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 9.2.7 The party giving *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 9.2.8 Where the event or series of events giving rise to a claim made under paragraphs 9.2.1 or 9.2.3 has a continuing effect, the detailed account submitted under paragraph 9.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events that gave rise to the claim.
- 9.2.9 If a *Notice in Writing* of claim pursuant to paragraph 9.2.1.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.3.1 shall be extended to 24 calendar days after the *Project In-Use Date*.
- 9.2.10 If a *Notice in Writing* of claim pursuant to paragraph 9.2.3.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.1.1 shall be extended to 24 calendar days after the *Project In-Use Date*.

CCDC 5A Supplementary Conditions

Pre-Construction and Construction Management

These *Supplementary Conditions* (SC's) form part of the *Contract Documents*. The CCDC Document 5A [2010] - Construction Management Contract – for Services”, including “Articles of Agreement”, “Schedule A1”, “Schedule A2”, “Schedule B1”, “Schedule B2”, “Schedule C”, “Definitions” and “General Conditions”, are supplemented, modified and amended as set out in these *Supplementary Conditions*. The accompanying appendices and any attachments form part of these *Supplementary Conditions*. In case of any variance or discrepancy, the provisions of these *Supplementary Conditions* shall govern.

Article A-4 4.1 is amended by adding after “• the General Conditions” a new item: “•Supplemental Conditions”

SC1. AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES

SC1.1 The *Construction Manager* shall carry out and perform the *Services* in a proficient and diligent manner, and in accordance with any directions and instructions from time to time given by the *Owner*. The *Construction Manager* shall provide comprehensive construction management services for the *Project*, except as otherwise expressly stipulated in the *Contract Documents*, shall at all times shall be forthright and candid with the *Owner* and act in the best interests of the *Owner*. The *Construction Manager*, along with the *Owner* and the *Consultant*, shall strive to achieve *Substantial Performance of the Project* by the target date specified therefor by the *Owner* in the preliminary *Project* schedule approved by the *Owner* as it may be varied or amended from time to time with the approval of the *Owner*.

SC1.2 Delete paragraph 5.3 of ARTICLE A-5 [COMPENSATION FOR SERVICES] and replace with:

“5.3 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedules A2 and B2 to the Agreement plus the administrative charge of NIL percent. If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Project* as demonstrated and supported with suitable documentation to the satisfaction of the *Owner* acting reasonably.”

SC1.2 Add paragraphs 5.6 and 5.7 to ARTICLE A-5 [COMPENSATION FOR SERVICES] as follows:

“5.6 The portion of the *Construction Manager*’s fee that is stipulated under paragraph 5.2.1 or paragraph 5.2.2 (*as applicable*) of ARTICLE A-5 [COMPENSATION FOR SERVICES] shall, except as otherwise agreed in writing by the *Owner* and the *Construction Manager*, be pro-rated over the number of months of the period for the *Services* to be performed as stipulated in paragraph 1.3 of Article A-1 [THE SERVICES] of the Agreement and the schedule provided in Article A-3 [DESCRIPTION OF THE PROJECT], and for the purpose of GC 4.1 [APPLICATIONS FOR PAYMENT] this is the schedule for payment thereof agreed to by the *Owner* and the *Construction Manager*.

5.7 If the *Owner* is required to pay any sums to the *Construction Manager* pursuant to GC 6.1 [OWNERS’ RIGHT TO TERMINATE THE CONTRACT] or GC 6.2 [CONSTRUCTION MANAGER’S RIGHT TO TERMINATE THE CONTRACT], then, for the invoice to submitted for “all *Services*

performed to the effective termination date” the amount to be paid by the *Owner* shall be based on this monthly pro-rated calculation, and the *Owner* will not be required to pay the balance (except as stipulated in SC8.11.2, if applicable).”

SC1.3 Regarding ARTICLE A-7 [RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING], for any *Notice in Writing* required to be given to the *Owner* under the *Contract*, notice in writing delivered by courier shall be required (mail or facsimile or other electronic communication will not suffice, for the *Owner*).

SC2. SCHEDULE A1 [SERVICES AND COMPENSATION] TO THE AGREEMENT

SC2.1 In item 1.3.4 [Schematic Design Phase], replace the expression “Assist in providing” with the word “Provide”.

SC2.2 Add to item 2.1 [General Services] the following:

“.4 The *Construction Manager* shall if required by the *Owner* develop a construction Traffic Management Plan (TMP), and may require that the *Construction Manager* work with representatives of the *Owner* (which may include a traffic management consultant engaged or designated from time to time by the *Owner*) for this purpose. The *Construction Manager* shall on behalf of the *Owner* stipulate in each of the contracts with the *Trade Contractors* that the *Trade Contractor* comply with all requirements which may from time to time be prescribed by the *Owner* relative to traffic management.”

SC2.3 Add to item 2.8 [Health and Construction Safety] the following:

“.2 (1) The *Construction Manager* shall be responsible for construction safety at the *Place of the Project* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and for initiating, maintaining, and supervising the safety precautions and programs for the *Project*.

(2) The *Construction Manager* shall, for the purpose of Section 118 of the Workers Compensation Act, R.S.B.C. 1996, c. 492, as amended from time to time, and regulations thereto (the “*Workers Compensation Act*”), be the “prime contractor” as defined in the *Workers Compensation Act*. Without limiting the foregoing:

- (a) the *Construction Manager* shall comply with and ensure compliance by all *Trade Contractors*, subcontractors and suppliers with all requirements of the *Workers Compensation Act* including (i) the Occupational Health and Safety Regulation of the Province of British Columbia, B.C. Regulation 296/97 (the “*OHS Regulation*”) and any amendments or successors thereto; and (ii) all WHMIS Requirements (as defined in the *OHS Regulation*);
- (b) the *Construction Manager* will deliver the Notice of Project required under Section 20.2 of the *OHS Regulation*, in accordance with the requirements from time to time prescribed thereunder; and
- (c) the *Construction Manager* shall pay on behalf of the *Owner* all assessments or compensation required to be paid under the applicable statutes and regulations

(which shall, for greater certainty, be included (i.e. recoverable from the *Owner*) under Schedule A2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1] to the Agreement).

(3) the *Construction Manager* shall from time to time, as the *Owner* may reasonably require, demonstrate and substantiate, to the satisfaction of the *Owner*, compliance by the *Construction Manager* and *Trade Contractors*, subcontractors and suppliers with applicable workers' compensation legislation and requirements, including payment of assessments or compensation required."

SC2.4 Add to item 2.10.1(1) [Reports and Project Site Documents] the following:

"The *Construction Manager* shall include the following information in the daily log: (A) the date; (B) the weather conditions at the *Place of the Project*; (C) the identity of the employees of the *Construction Manager* present at the *Place of the Project*; (D) the identity of the *Trade Contractors* and the respective numbers of their workers at the *Place of the Project*; and (E) any and all pertinent information regarding events or incidents, in accordance with industry practices and Workers Compensation Board requirements.

SC3. SCHEDULE A2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1] TO THE AGREEMENT

As to Schedule A2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1] to the Agreement:

SC3.1 For item 1, such travel and subsistence expenses may be charged only with the prior written approval of the *Owner*, and provided that: (1) if the *Construction Manager's* place of business is located in Victoria, B.C., then reasonable travel and related expenses incurred by the *Construction Manager* for travel between the *Construction Manager's* place of business and the *Place of the Project* shall be reimbursed by the *Owner*; and (2) if the *Construction Manager's* place of business is not located in Victoria, B.C., then no expenses will be reimbursed by the *Owner* in connection with travel between the *Construction Manager's* place of business and the *Place of the Project*.

SC3.2 Item 9 shall not operate to make the *Owner* liable to the *Construction Manager* for any losses or expenses resulting from the negligence or tortious acts of the *Construction Manager* or any failure, breach or default of the *Construction Manager* under this *Contract*.

SC3.3 Item 10 is subject to substantial performance by the *Construction Manager* with its obligations under SC2.3 above.

SC3.4 Item 11 does not apply to legal costs relating to settling this *Contract*, or in connection with any request for proposals or the *Construction Manager's* proposal or related matters, or in connection with any dispute or issue between the *Owner* and the *Construction Manager*.

SC4. SCHEDULE B1 [ADDITIONAL SERVICES AND COMPENSATION] TO THE AGREEMENT

SC4.1 The following would be additional services, if required by the *Owner*, for which Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement would apply:

- .1 services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other *Owner* furnished information;
- .2 services related to *Owner*-furnished equipment, furniture and furnishings which are not a part of this *Contract*;
- .3 services for tenant or rental spaces not a part of this *Contract*;
- .4 obtaining or training maintenance personnel or negotiating maintenance service contracts;
- .5 services after the *Project In-Use Date* related to the resolution of claims, adjudication of disputes or litigation; and
- .6 Own Forces Work.

SC4.2 The *Construction Manager* may, subject to the prior written approval by the *Owner* as provided in SC4.3, perform minor work (defined herein to be *Own Forces Work*) with the *Construction Manager's* own forces. Such work shall be performed in accordance with the terms of this *Contract*. The *Owner* shall pay to the *Construction Manager* the cost of such work, plus (subject to SC4.3) a mark-up percentage being:

0%

of that cost. For the purposes of this provision, the cost of such work shall include and be limited to the reimbursable expenses, as provided for in Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement as amended by these *Supplementary Conditions*, being the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred, including, as to item 10 of Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement, the cost for labour in the direct employ of the *Construction Manager* in performing such work, at the labour rates for "on tools" personnel as set out in Schedule C to the Agreement.

SC4.3 To be valid for the purposes of SC4.2, the approval of the *Owner* for the *Construction Manager* to carry out any work as *Own Forces Work* must: (1) specifically refer to SC4.2 and this SC4.3; (2) describe the work and its scope and specifically confirm that the work shall be recognised as *Own Forces Work* under this *Contract*; and (3) confirm that the mark-up percentage stated in SC4.2 (or such other rate as may then be agreed upon by the *Owner* and the *Construction Manager*, for such work) shall apply. If work is carried out by the *Construction Manager* without compliance with this SC4.3, then no mark-up percentage shall apply.

SC5. SCHEDULE B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] TO THE AGREEMENT

As to Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement:

SC5.1 For item 1, the same applies as set out in SC3.1 above.

SC5.2 For item 14, the same applies as set out in SC3.2 above.

SC5.3 For item 15, the same applies as set out in SC3.3 above.

SC5.4 For item 16, the same applies as set out in SC3.4 above.

SC5.5 No other costs are to be reimbursed by the *Owner*, unless expressly stipulated and agreed by the *Owner*. For greater certainty:

.1 for the items identified as reimbursable expenses in Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement, only the incremental additional amount resulting from the additional services shall be subject to reimbursement. To the extent otherwise already covered elsewhere in this *Contract*, or addressed in any exclusions, exceptions or stipulations in this *Contract*, the charges or other expenses shall not be reimbursable by the *Owner* under Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement; and

.2 as to item 10:

(1) there shall be no duplication with the time-based charges for personnel employed by the *Construction Manager* pursuant to paragraph 5.2.3 of ARTICLE A-5 [COMPENSATION FOR SERVICES]; and

(2) the rates set out in Schedule C to the Agreement shall apply (or, for personnel for which rates are not set out in Schedule C to the Agreement, the most favoured rates offered by the *Construction Manager* to its clients shall apply, or any other rates from time to time approved by the *Owner* and the *Construction Manager*).

SC5.6 See also SC9.3 below.

SC6. SCHEDULE C [TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER] TO THE AGREEMENT

See Schedule C attached to these *Supplemental Conditions*. All references in the *Contract* to "Schedule C to the Agreement" refer to Schedule C attached to these *Supplemental Conditions*.

SC7. DEFINITIONS

SC7.1 The following definitions are added:

“Builders Lien Act

Builders Lien Act refers to the Builders Lien Act, S.B.C. 1997, c. 45 and amendments thereto.

Own Forces Work

Own Forces Work refers to *Own Forces Work* as defined in SC4.2.

Supplementary Conditions

Supplementary Conditions refers to these Supplementary Conditions, and SC is sometimes used as an abbreviation therefor.”

SC8. GENERAL CONDITIONS

SC8.1-A In GC 1.1.1.1, move the item “• Supplementary Conditions” to the first position in the list.

SC8.1 Delete paragraph 1.4.1 of GC 1.4 [ASSIGNMENT] and replace with:

“1.4.1 Neither party to this *Contract* shall assign this *Contract* or a portion thereof without the prior written consent of the other. The *Construction Manager* shall not subcontract the *Services* or any portion thereof without the prior written consent of the *Owner*. [Provided that this is not intended to restrict or preclude the *Construction Manager* from engaging personnel as dependent or independent contractors.] No purported assignment or subcontracting shall be operative or effective if in contravention of this GC 1.4 [ASSIGNMENT].”

SC8.2 For paragraph 2.1.2 of GC 2.1 [SERVICES], the following personnel of the *Construction Manager* shall be retained in their designated roles until the *Project In-Use Date*:

Role/ Position	Name
Superintendent(s)	
Project Manager(s)	
CSO(s)	
Other(s)	

If a change or changes occur, then the *Construction Manager* shall at its expense take such measures as the *Owner* may from time to time reasonably direct to mitigate or address any resulting issues and to put in place a successor and effect transition with minimal disruption.

SC8.3 Delete paragraph 3.1.1.7 under PART 3 [OWNER’S RESPONSIBILITIES].

- SC8.4 Delete paragraph 3.1.1.17 under PART 3 [OWNER'S RESPONSIBILITIES] and add:
- "17 designate in writing that the *Consultant* shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to the *Trade Contractors*; and
- .18 acting alone be the "payment certifier" in respect of amounts due to the *Construction Manager*."
- SC8.5 Delete paragraph 3.1.2 under PART 3 [OWNER'S RESPONSIBILITIES]. (See SC2.3.)
- SC8.6 In paragraph 4.2.1 of GC 4.2 [PAYMENT], delete "20 calendar days" and replace with "20 *Working Days*".
- SC8.7 Delete paragraph 4.2.2 of GC 4.2 [PAYMENT] and replace with:
- "4.2.2 No deductions shall be made by the *Owner* from amounts payable to the *Construction Manager* other than those for which the *Construction Manager* is proven to be responsible in accordance with Part 7 – DISPUTE RESOLUTION or has agreed to pay, or as set out in SC8.11 or elsewhere in the *Contract Documents*."
- SC8.8 In paragraph 6.1.2 of GC 6.1 [OWNERS' RIGHT TO TERMINATE THE CONTRACT], immediately after "to a substantial degree," insert "or in case of a material breach or default by the *Construction Manager*,".
- SC8.9 In paragraph 6.1.6 of GC 6.1 [OWNERS' RIGHT TO TERMINATE THE CONTRACT], delete ", if conditions arise which make it necessary for reasons other than as provided in paragraphs 6.1.1 and 6.1.4," and replace with "in its sole and unfettered discretion".
- SC8.10 In paragraph 6.1.8 of GC 6.1 [OWNERS' RIGHT TO TERMINATE THE CONTRACT], delete 6.1.8.2 and add:
- "2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit; and
- "3 the reasonable termination costs and amount for anticipated loss of profit, in aggregate, shall in no case exceed the sum equal to 10% of the portion of the *Construction Manager's* fixed fee as stipulated under paragraph 5.2.1 of ARTICLE A-5 [COMPENSATION FOR SERVICES] earned to the time of termination.
- SC8.11 The *Construction Manager* will not be entitled to give *Notice in Writing* to the *Owner* under GC 6.2.1 for non-payment of compensation for *Services* in case of a bona fide disagreement or dispute and provided that amounts not in dispute are paid by the *Owner* when due. In case of any non-payment of compensation for *Services* where there is bona fide disagreement or dispute: (i) the *Owner* shall be given a reasonable opportunity (not to exceed 60 days) to address the issue, and in that period GC 7.1.2 under PART 7 [DISPUTE RESOLUTION] shall operate; and (ii) nothing in the *Contract Documents* will negate or abrogate the *Owner's* entitlement to legal and equitable set-off, which shall apply.

SC8.13 In GC 8.1 [INSURANCE]:

.1 in the third sentence of paragraph 8.1.1, delete “90 calendar days after”; and

.2 in the second sentence of paragraph 8.1.2, delete “the sum of 1.1 times the *Construction Cost Estimate* with a deductible not more than \$10,000” and replace with “the *Construction Cost Estimate*, with a deductible not more than \$10,000 or as otherwise reasonably determined from time to time by the *Owner*.”

SC8.14 Delete GC 9.1 and 9.2 and add a new GC 9.1 as follows:

:

“9.1 The *Construction Manager* shall indemnify and save harmless the *Owner*, its Board of Directors, elected officials, appointed officers, agents, employees and contractors from and against all claims, costs, losses, damages, actions, causes of action and expenses arising from an error, omission or negligent or willful act of the *Construction Manager* in the performance of the *Services* by the *Construction Manager* or its agents, employees, subcontractors or subconsultants or from a breach of this Agreement by the *Construction Manager*.”

SC9. Add a new General Condition as follows:

“GC 10 – ADDITIONAL PROVISIONS

10.1 The *Construction Manager* will provide and implement a complete accounting and bookkeeping system for the *Project* utilizing the appropriate accounting software to code, record and provide reports on the financial transaction of the *Project*.

10.2 For all charges made by the *Construction Manager* to the *Owner* including reimbursable expenses, or for which the *Construction Manager* applies for payment, the *Construction Manager* shall keep time and usage records and otherwise provide documentary evidence (including receipts or invoices, wherever practicable) satisfactory to the *Owner*, acting reasonably, to demonstrate that such charges are reasonable and the work done and usage were properly charged to and allocable to the *Project*.

10.3 The *Owner* may at any time or from time to time, by written directive to the *Construction Manager*, accelerate the time for performance or completion of the *Project* or any part thereof and for this purpose may require the *Construction Manager* to take such action as may be reasonable and practical in the circumstances. If this requires the provision of additional resources by the *Construction Manager*, then the *Construction Manager* shall be entitled to the charges resulting directly therefrom according to Schedule B2 [REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1] to the Agreement.

10.4 Freedom of Information and Protection of Privacy

The *Owner* is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996 c.165 (“*FIPPA*”). Disclosure or release of information may be required under this legislation.

The *Owner* may choose, in the interest of public accountability, to make public or disclose this *Contract* and associated records and information, in whole or in part. The *Construction Manager* agrees that the *Owner* shall be entitled to do so and consents thereto (except only for any specific information isolated and identified by the *Construction Manager* as confidential, and for which, if requested by the *Owner*, The *Construction Manager* establishes that disclosure is excluded under *FIPPA*).

If the *Construction Manager* falls within the meaning of "service provider" as that term is defined under *FIPPA*, then the *Construction Manager* shall comply with applicable requirements of *FIPPA* relative to personal information.

10.5 In case of any conflict between the *Construction Manager's* proposal and the provisions of the rest of the *Contract*, the latter will govern (unless expressly adopted and approved by the *Owner*).

10.6 The *Owner* may convert paper records of this *Contract* and all other associated documentation (each, a "Paper Record") into electronic images (each, an "Electronic Image"). Each such *Electronic Image* shall be considered as an authoritative copy of the *Paper Record* and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original *Paper Record*. "

SC10. Add a new General Condition as follows:

"GC 11 – TRADE CONTRACTS

11.1 It is understood that the *Owner* and the *Consultant* will consider and take into account the input and recommendations of the *Construction Manager*, as to the selection of *Trade Contractors*, subcontractors and suppliers; but, for greater certainty, the *Construction Manager* does not have a right of approval or a right of veto for the contracts to be entered into with proposed *Trade Contractors*, subcontractors and suppliers, and the *Owner* has the right to proceed regardless.

11.2 The *Construction Manager* shall, for the contracts with the *Trade Contractors*, use a suitable form of stipulated price construction contract, which shall:

(1) unless otherwise approved by the *Owner*, be based on the document titled “Stipulated Price Contract between Owner and Trade Contractor for Construction Management Projects” published by the Canadian Construction Documents Committee and identified as “CCDC 17 [2010]”, as revised by supplementary conditions provided by the *Owner* (or if none have been provided by the *Owner*, then suitable supplementary conditions provided by the *Construction Manager*, and approved by the *Owner*, for the purpose);

(2) contain provisions for “payment certifier” consistent with SC8.4 above;

(3) include the following:

“1. The *Trade Contractor* agrees that any term or provision of the *Contract Documents* that provides for a release or indemnification of the *Owner* will extend to and be interpreted to apply to and for the benefit of the *Construction Manager* and the directors, officers, employees and authorized representatives of the *Construction Manager*.

2. The *Trade Contractor* agrees that any term or provision of the *Contract Documents* that provides for insurance to be placed by the *Trade Contractor* for the benefit or protection of the *Owner* will extend to and be interpreted to apply to and for the benefit of the *Construction Manager* and the directors, officers, employees and authorized representatives of the *Construction Manager*.

3. For the purposes of paragraphs 1. and 2. above, the *Owner* is deemed to be acting as agent or trustee on behalf of the *Construction Manager* and its directors, officers, employees and agents and for their benefit to the extent necessary for them to receive and be entitled to the benefit of the provisions of paragraphs 1. and 2. above.”

[END OF SUPPLEMENTARY CONDITIONS]

