



REQUEST FOR PROPOSAL (RFP)

**DESIGN-BUILD MODULAR DAYCARE
PEMBERTON CHILDREN'S CENTRE**

RFP NO. #2022-02

August 19, 2022

TABLE OF CONTENTS

PART A – GENERAL

1	DEFINITIONS.....	4
2	BACKGROUND AND INTENT OF THE RFP	4
3	GENERAL CONDITIONS OF THE RFP	5
4	STATEMENT OF REQUIREMENTS	6
5	MATERIALS AVAILABLE TO SUCCESSFUL PROPONENT	7
6	SCHEDULE.....	7
7	PROPOSAL FORMAT AND PREPARATION.....	7
8	PROPOSAL EVALUATION AND SELECTION	7

PART B – PROPOSAL DOCUMENTS

1	PROPONENT IDENTIFICATION.....	9
2	FINANCIAL PROPOSAL.....	10
3	PROPOSED PROJECT SCHEDULE	10
4	TECHNICAL PROPOSAL	11

APPENDICES

APPENDIX A – SITE LAYOUT

APPENDIX B – CONCEPTUAL DESIGN DRAWINGS

APPENDIX C – EXTERIOR RECEPTACLE, FLOOD LIGHT, AND HOSE BIB PLAN

APPENDIX D – PERFORMANCE SPECIFICATIONS

APPENDIX E – 2008 GEOTECHNICAL REPORT (EXISTING DAYCARE CONSTRUCTION)

APPENDIX F – 2022 GEOTECHNICAL INVESTIGATIONS – PRELIMINARY COMMENTARY

APPENDIX G – 2022 GEOTECHNICAL INVESTIGATIONS - FULL REPORT & RECOMMENDATIONS

APPENDIX H – SITE PHOTOS

APPENDIX I – FORM OF CONTRACT – CCDC 14

**VILLAGE OF PEMBERTON
REQUEST FOR PROPOSAL (RFP)
DESIGN-BUILD MODULAR DAYCARE
PEMBERTON CHILDREN'S CENTRE
RFP No. #2022-02**

The Village of Pemberton ("the Village") is seeking Proposals from qualified, modular design-build teams to undertake the detailed design, construction and commissioning of a permanent daycare building owned by the Village, as an expansion of the existing Pemberton Children's Centre, located between Cottonwood Street and Arbutus Street, in Pemberton, British Columbia.

The Village has secured a public funding source for the project and anticipates the modular building budget to be a maximum of \$1.500M including design, manufacturing, site-prep, foundation, roof structure, installation, utility connections and commissioning. The building will need to meet a number of Design requirements for licensing purposes as described in Section 4. Funding is based on the daycare being commissioned, inspected and approved for licensing and operations in Fall of 2023. Proponents are invited to submit a Proposal for the modular daycare building.

Submissions are to be made via email, submitted to:

Marco Cusano (Consultant Project Manager) at mcusano@mcelhanney.com

A file transfer can be made available, upon request, if the submission is larger than 30MB. Electronic submissions must be received before the deadline. McElhanney and the Village assume no responsibility for failed electronic transmissions.

Proposals must be received by Marco Cusano **no later than 4:00pm (PST) September 23, 2022**.

Inquiries must be received by Marco Cusano **no later than 4:00 pm (PST) September 16, 2022**.

No scheduled site meeting is planned for Proponents, but being a public location, Proponents are encouraged to make a site inspection on their own accord during regular business hours.

Submissions will be evaluated based on the Proposal that, in the Village's opinion offers the best value for the Products and/or Services requested. Considerations will include the proposed scope of work (i.e., final deliverables), quality of design, team qualifications and track record, relevant recent experience, overall project cost, schedule, demonstrated ability to complete the project within the proposed schedule, as well as any other any factors the Village deems to be relevant to the project success. The Village of Pemberton reserves the right to reject any or all proposals; the lowest priced submission will not necessarily be accepted. The Village reserves the right to waive informalities in or reject any or all Proposals or accept the Proposal deemed most favorable to the interest of the Village of Pemberton.

PART A – GENERAL

1 DEFINITIONS

- 1.1 “Agreement” “Contract” “Services Agreement” means a contract that may be issued to formalize with the successful Proponent through a negotiation process with the Village based on the proposal submitted and will incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Village.
- 1.2 “Village” “Owner” means Village of Pemberton.
- 1.3 “Consultant” “Contractor” “Project Manager” means the person(s), firm(s) or corporation(s) appointed by the Village to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” “Contractor” “Project Manager” and “Proponent” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposal stage, through evaluation process, execution, and performance of the Design and Construction Services.
- 1.4 “Mandatory” “Must” “Shall” “Will” mean a requirement that must be met.
- 1.5 “Product” means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the Services.
- 1.6 “Proponent” means responder to this Request for Proposal.
- 1.7 “Proposal” means the submission by the Proponent.
- 1.8 “Provide” “Supply” shall mean provide and pay for, and supply and pay for.
- 1.9 “Request for Proposal” “RFP” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposal.
- 1.10 “Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

2 BACKGROUND AND INTENT OF THE RFP

- 2.1 The Village is seeking to construct a daycare building adjacent to the existing Pemberton Children’s Centre daycare facility (owned and operated by The Pemberton Child Care Society) located between Cottonwood Street and Arbutus Street, on Lot 15 Plan KAP 84778 owned by the Village. The expansion of the daycare is anticipated to allow for 50 additional registrations for children aged >30 months – 5 years old. The building is to be of permanent modular construction with an expected lifespan of 50 years.

The site preparation and civil works (utility relocates etc.) outside the modular building footprint shall be completed in advance and/or concurrently with the modular building site prep / foundation installation under a separate RFP. Collaboration between the successful Proponents on each respective RFP for interfacing scopes of work is expected. There may be opportunities for expanded scopes of work for civil-works for the successful proponent.

The Village is seeking a qualified modular design and construction provider to deliver the project on schedule and budget.

3 GENERAL CONDITIONS OF THE RFP

3.1 NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL

This is a Request for Proposal, and not a call for tenders or request for binding offers. The Village does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the Village and any Proponent who submits a Proposal in response to this RFP until and unless the Village and a Proponent enter into a formal, written contract for the Proponent to undertake this project.

3.2 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the Village in response to this RFP or as part of any subsequent negotiation will become the property of the Village and will not be returned. Proponents should also be aware that the Village is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA) ("Act"). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and are supplied to the Village in confidence. However, under FOIPPA, the Village may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA to gain a better understanding of the Village's disclosure responsibilities under the Act.

3.3 CONFIDENTIALITY OF VILLAGE INFORMATION

This RFP and all information provided by the Village to a Proponent is provided on a confidential basis, and Proponents will not disclose any such information to any person (other than the Proponent's legal advisers) without the Village's prior written consent, nor may any Proponent publicize or advertise its involvement with this RFP process or the Village in connection therewith without the prior written consent of the Village.

3.4 PROPONENT'S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in preparing a Proposal or in any subsequent negotiations with the Village.

3.5 SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the Village, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement. The Contractor shall be solely responsible for reimbursing any subcontractors, and the Village shall have no obligation to them.

3.6 CONTACTING VILLAGE REPRESENTATIVES

Proponents shall not contact Village elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

3.7 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure. The Village may reject a Proposal from any Proponent that the Village judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the Owner shall be grounds for immediate termination of any agreement or contract with the Owner, in the Owner's sole discretion, without further liability of notice.

3.8 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the minimum \$5 Million in liability insurance and any other insurances as stipulated in the CCDC-14 Contract, and provide proof of good standing with WorkSafe BC.

3.9 PERMITS AND LICENSES

The successful Proponent will be required to obtain a Village of Pemberton business license prior to commencement of work.

4 STATEMENT OF REQUIREMENTS

4.1 OVERVIEW

The Statement of Requirements contains the overall general functional and performance requirements of the daycare building. Additional information is available for reference in the RFP appendices, including a conceptual site plan, conceptual floorplan, conceptual foundation plan, conceptual servicing plan, performance requirements / specifications, and other pertinent information. Proponents will be required to meet all building standards within the Child Care Licensing Regulation.

4.2 OBJECTIVES

The Project objective is to provide the Village with a permanent daycare facility, built to all required codes with an emphasis on project schedule, scope, design, constraints, compliance issues, and project costs.

The selected Proponent will be responsible for design, engineering, and architecture; coordinating with the Village and possible interested parties including: daycare operator, daycare licensing agency; applying for and acquiring all necessary permits (the Village building permit fees to be paid as project disbursement - not by the contractor, this does not include trade permits).

The Village has a maximum construction budget of \$1,500,000.00 excluding GST for this modular building project, including site preparation for building foundation, foundation, roof structure etc.

4.3 SCOPE OF WORK

1. Design Submissions:

- i. The successful Proponent shall be responsible for the submission of the Building Permit Application drawings for approval through the Village. Two required submissions shall be: 50% Design Review and a 90% Design Review and include drawings detailing including signed/sealed architectural letters of assurance. The Village will endeavor with the successful Proponent to provide comments within 10 business days of each submission. Contractor to comply with all applicable BC Building Codes, BC Plumbing Code, BC Fire Commissioner, BC Workers' Compensation Board, National Building Code of Canada, Technical Safety BC, National Fire Protection Association, local building bylaw, and BC Daycare Licensing building requirements.
- ii. Upon completion of the Modular Daycare the successful Proponent shall provide a complete set of As-built record drawings and Operations Manual.

2. Geotechnical Site Preparations:

Earth preparation, design, and installation of a foundation system conforming to recommendations of the geotechnical engineer.

3. Manufacturing, transportation, and installation of modular daycare and foundation:

The work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfaction of performance and completion of the Modular Daycare Building project in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

4. Commissioning, Occupancy Permit, and Confirmation of Suitability for Licensing

5 MATERIALS AVAILABLE TO SUCCESSFUL PROPONENT

The following materials will be provided to the successful Proponent at no charge:

- Code Review by Authority Having Jurisdiction AHJ
- Village as-built records of existing Daycare building for architectural fit and finish reference
- Detailed ground survey (performed by McElhanney in June 2022)
- Community Care and Assisted Living Act- Child Care Licensing Regulation

6 SCHEDULE

The successful Proponent must initiate work within 14 days of issuance of Notice to Proceed.

Proponents are to include a proposed preliminary project schedule for design and construction in their Proposal as requested in Part B section 3.

7 PROPOSAL FORMAT AND PREPARATION

Proposals should be provided on size 8 ½" x 11" pdf, in a font color of black and not less than 11 point. Proposed designs drawings, figures etc. can be included on 11"x17" pdf.

Without limiting the requirements set out below, each Proponent should include in its technical submission proposal information and documentation that reasonably demonstrates and allows the Owner to evaluate whether the Proponent is capable of performing the Design-Builder's responsibilities and obligations.

8 PROPOSAL EVALUATION AND SELECTION

The Village of Pemberton will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the Village's opinion offers the best value for the Products and/or Services requested.

The Village is not obligated to accept the lowest priced Proposal or any Proposal and may reject all submissions.

The Village has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason.

There shall be no obligation on the part of the Village neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.

The Village at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the Village will be entitled to consider the answers received in evaluating Proposals.

The Village may award a Contract to the Proponent whose submission, in the Village's sole discretion, provides the best overall value to the Village for the work. In evaluating the overall value to the Village for the work in respect of each submission received, the Village, in addition to price, will have in mind its critical goals of

obtaining a high-quality product in accordance with the schedule established under the Request for Proposal documents.

In evaluating overall value, the Village may consider, without limitation, price, qualifications and experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the Village's evaluation of submissions received.

Proposals will be evaluated based on weighted criteria per the table below:

Weighted Criteria	Weight
Comparable Experience	25
Execution Plan	25
Schedule	20
Cost	30
TOTAL	100

Proposed project teams must be capable of completing all identified tasks; the Village will not consider partial submissions.

Once the Preferred Proponent has been identified, the Village will enter into contract discussions to clarify any outstanding issues and agree to contract terms. It is not the Village's intent to revise the Financial Quotation at these discussions unless cost-related adjustments to the Technical Quotation are identified by the Village and/or the Proponent.

If discussions are successful, the Village and the Preferred Proponent will develop a formal contract for contract award and commence the Project. If discussions are unsuccessful, the Village reserves the right to enter into contract discussions with other Proponents, and/or to decide not to award a contract at all.

PART B – PROPOSAL DOCUMENTS

Note: Proponents may complete the following templates or provide their responses in their own format, provided all fields are answered.

1 PROPONENT IDENTIFICATION

Legal Name of Proponent:

Contact Person and Title (Authorized Signatory):

Business Address:

Business Telephone:

Business Fax:

Business E-mail Address:

2 FINANCIAL PROPOSAL

Schedule of Prices

Proponents shall provide the following breakdown of the Contract Price which represents the entire compensation to the Design-Builder by the Owner for any and all costs related to the Work, including but not limited to all fees, cash allowances, contingencies and all duties and taxes, excluding GST payable by the Owner to the Design-Builder (use the spaces provided and/or attach additional pages, if necessary):

Modular Daycare Building Detailed Contract Price

Item	Description	Price
1	Architectural and Engineered Design to Building Permit Application and shop drawings	
2	Modular Daycare Manufacturing (Ex-works)	
3	Foundation system	
4	Modular Daycare Building Transportation, Site Installation, Roof Structure, Commissioning, & Occupancy	
5	Cash Allowance for cover structure between buildings	\$100,000
6	Cash Allowance for security system	\$15,000
7	Reimbursement at Cost for Village of Pemberton Building Permit Fees	TBC
Total Contract Price (excluding GST):		\$
ADD OPTION FOR VINYL CLAD DRYWALL		\$

Rates for potential additional works – Proponents are to provide a schedule of standard trade and standard equipment rates (Carpenter, Plumber, Backhoe etc.) for considerations of potential additional works to be negotiated with the Village while mobilized on the project site.

3 PROPOSED PROJECT SCHEDULE

The Proponents shall submit a completed Preliminary Construction Schedule showing anticipated start and completion dates of the following Activities (in the table below or in other formats) and be in compliance with: Substantial Completion of Modular Daycare Building: **September 15, 2023**

PRELIMINARY CONSTRUCTION SCHEDULE		
ACTIVITY	START	FINISH
Design Phase		
Building Permit		
Mobilization		
*Site Prep & Foundation		
Building Installation		
Inspections		
SUBSTANTIAL COMPLETION	September 15, 2023	

*Assume site availability to Contractor no sooner than **May 15, 2023**

4 TECHNICAL PROPOSAL

The Proponent shall provide the following information with its Proposal:

4.1 Comparable Experience

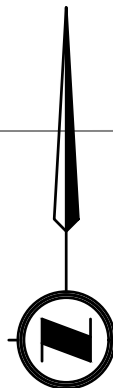
The Proponent shall provide information on its relevant experience and qualifications for the performance of the Work. Proponents are to provide project information on supply and installation of three (3) comparable modular childcare projects (or other similarly related projects) from within the past 8 years. Proponents are encouraged to provide reference contacts for each historical project.

4.2 Project Execution Plan

The Proponent shall provide its overall approach to the execution of the proposed Works as described in the Statement of Requirements including details regarding the following:

- a) A list of proposed key project personnel (Project Manager, Design Manager etc.) with relevant experience and qualifications
- b) Safety plan
- c) Quality plan
- d) Understanding of design process including listing of proposed consultants.
- e) Understanding of conceptual design and conformance to performance specifications. Proponents are encouraged to provide their own conceptual design drawings including site plan, floorplan, exterior elevations for evaluation and specifications.
- f) Mobilization plan
- g) Subcontractor management
- h) Factory fabrication
- i) Site execution, inspections, turnover and commissioning
- j) Approach to Project approvals and change management

APPENDIX A – SITE LAYOUT



Staging Area, Existing Parking Lot
for sole use of DB Contractor during
module installation. Extents of parking lot
for construction use to be confirmed.

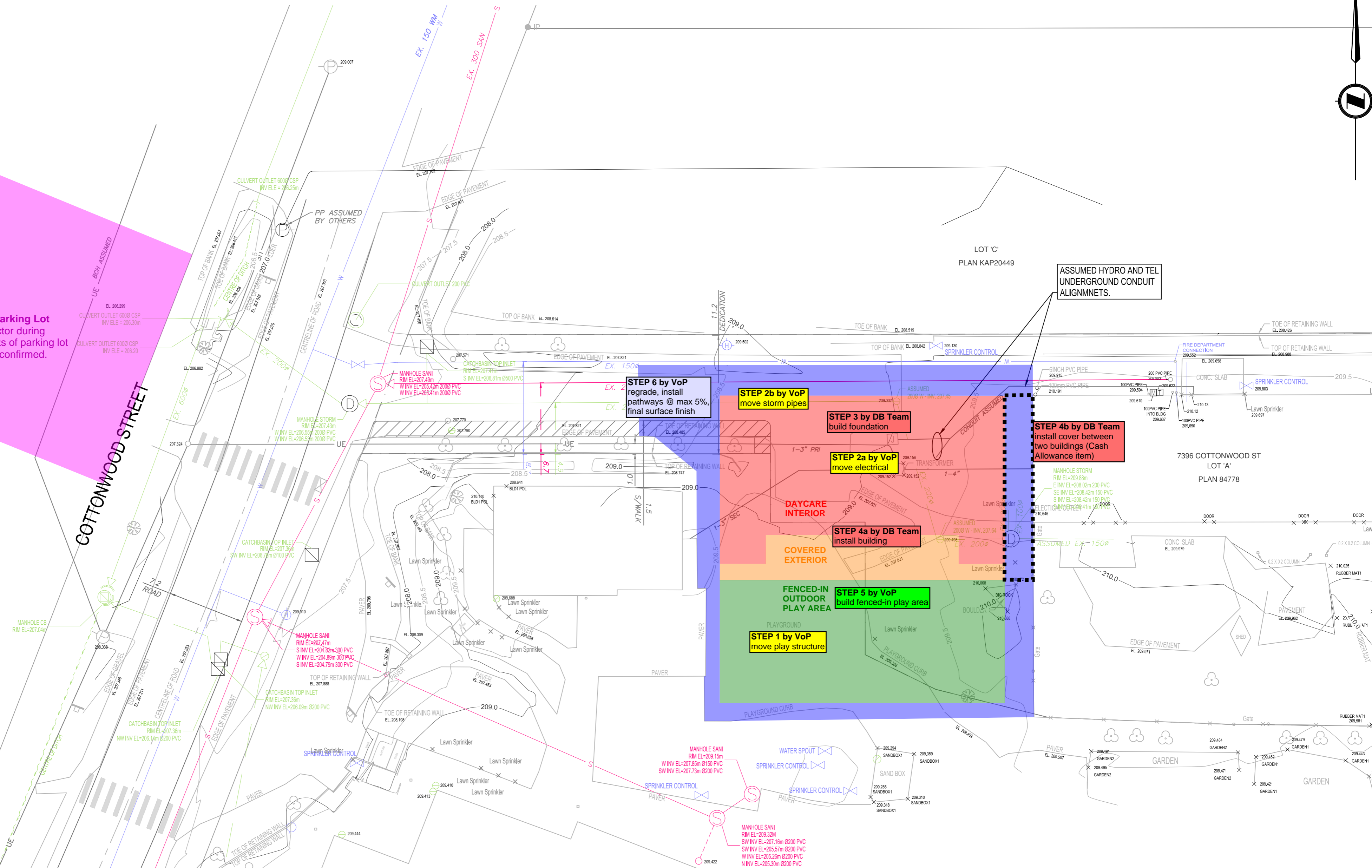
REMAINDER LOT 'A'
PLAN 84778

COTTONWOOD STREET

LOT 'C'
PLAN KAP20449

ASSUMED HYDRO AND TEL
UNDERGROUND CONDUIT
ALIGNMENTS.

7396 COTTONWOOD ST
LOT 'A'
PLAN 84778



STEP 6 by VoP
regrade, install
pathways @ max 5%,
final surface finish

STEP 2b by VoP
move storm pipes

STEP 3 by DB Team
build foundation

STEP 2a by VoP
move electrical

STEP 4b by DB Team
install cover between
two buildings (Cash
Allowance item)

STEP 4a by DB Team
install building

STEP 5 by VoP
build fenced-in play area

STEP 1 by VoP
move play structure

DAYCARE
INTERIOR

COVERED
EXTERIOR

FENCED-IN
OUTDOOR
PLAY AREA

PLAYGROUND

MANHOLE SANI
RIM EL=207.15m
W INV EL=207.85m Ø150 PVC
SW INV EL=207.73m Ø200 PVC

MANHOLE SANI
RIM EL=209.32m
SW INV EL=207.16m Ø200 PVC
SIW INV EL=205.57m Ø200 PVC
W INV EL=205.26m Ø200 PVC
NIW INV EL=205.30m Ø200 PVC

MANHOLE SANI
RIM EL=207.47m
S INV EL=204.32m 300 PVC
W INV EL=204.89m 300 PVC
SIW INV EL=204.79m 300 PVC

MANHOLE SANI
RIM EL=207.49m
W INV EL=205.42m 2000 PVC
W INV EL=205.41m 2000 PVC

MANHOLE STORM
RIM EL=207.43m
W INV EL=206.55m 2000 PVC
W INV EL=206.55m 2000 PVC

MANHOLE STORM
RIM EL=209.88m
E INV EL=208.02m 200 PVC
SE INV EL=208.42m 150 PVC
S INV EL=208.42m 150 PVC
SIW INV EL=208.41m 2000 PVC

MANHOLE CB
RIM EL=207.04m

CULVERT OUTLET 6000 CSP
INV ELEV = 206.30m

CULVERT OUTLET 6000 CSP
INV ELEV = 206.20

CULVERT OUTLET 6000 CSP
INV ELEV = 206.25m

CATCHBASIN TOP INLET
RIM EL=207.36m
SW INV EL=206.76m Ø100 PVC

CATCHBASIN TOP INLET
RIM EL=207.36m
NW INV EL=206.14m Ø200 PVC

CATCHBASIN TOP INLET
RIM EL=207.36m
NW INV EL=206.09m Ø200 PVC

CATCHBASIN TOP INLET
RIM EL=207.41m
S INV EL=206.81m Ø500 PVC

SAND BOX
209.294 SANDBOX1
209.359 SANDBOX1
209.285 SANDBOX1
209.310 SANDBOX1

GARDEN2
209.491 GARDEN2
209.495 GARDEN2
209.471 GARDEN2
209.421 GARDEN1

GARDEN1
209.479 GARDEN1
209.462 GARDEN1
209.443 GARDEN1

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APPENDIX B – CONCEPTUAL DESIGN DRAWINGS

THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS MUST BE REPORTED IMMEDIATELY TO THE CONSULTANT. THIS DRAWING IS TO BE USED IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS. VARIATIONS AND MODIFICATIONS TO WORK SHOWN SHALL NOT BE CARRIED OUT WITHOUT WRITTEN PERMISSION FROM THE CONSULTANT. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE CONSULTANT AND CANNOT BE REPRODUCED, COPIED, OR LOANED WITHOUT PERMISSION OF THE CONSULTANT.

CLIENT:

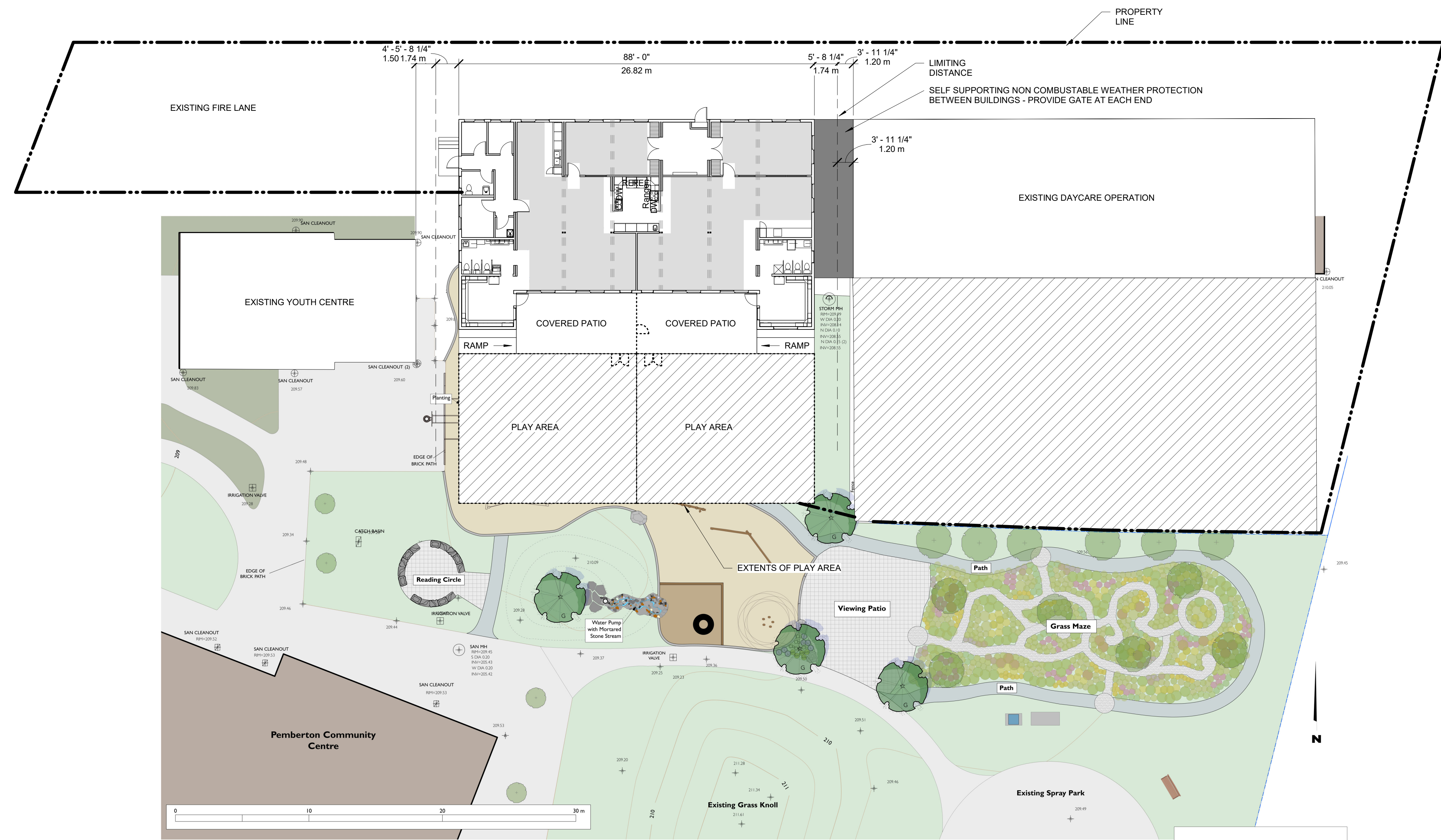


INSERT CLIENT CONTACT INFO HERE
CONSULTANT: DRAWING



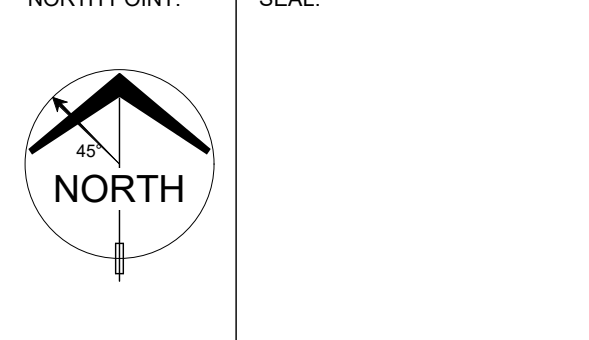
PARALLEL
807-318 HOMER ST. VANCOUVER, BC. 604.669.1300 F. 604.669.1303

UNLESS SEALED BY REGISTERED ARCHITECT THIS DRAWING SET IS NOT TO BE USED FOR PERMIT OR CONSTRUCTION



SLRD - Pemberton Community Centre
Kid's Nature Play Park - Concept

NO	DATE	DESCRIPTION
5	2022, AUG 18	ISSUED FOR RFP



PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
SITE PLAN - OPTION 1

PROJECT NO: T22055	SCALE: 1/16" = 1'-0"
START DATE: 2022-08-03	DRAWN BY: LS
FORMAT: 22" x 34"	CHECKED BY: MMC
SHEET NUMBER:	

A1.01

THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS MUST BE REPORTED IMMEDIATELY TO THE CONSULTANT. THIS DRAWING IS TO BE USED IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS. VARIATIONS AND MODIFICATIONS TO WORK SHOWN SHALL NOT BE CARRIED OUT WITHOUT WRITTEN PERMISSION FROM THE CONSULTANT. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE CONSULTANT AND CANNOT BE REPRODUCED, COPIED, OR LOANED WITHOUT PERMISSION OF THE CONSULTANT.

CLIENT:

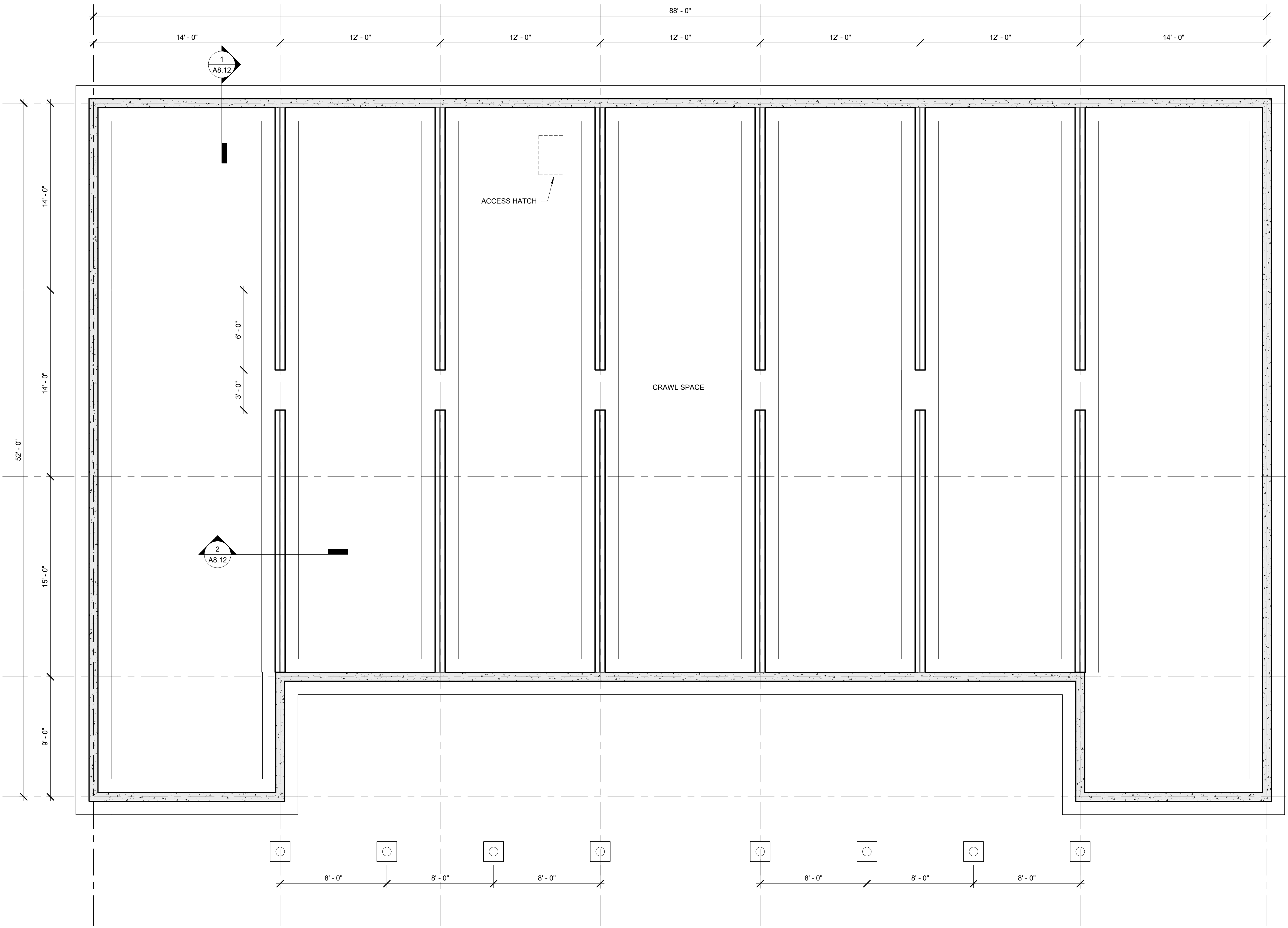
ply architecture

INSERT CLIENT CONTACT INFO HERE
CONSULTANT: DRAWING



PARALLEL
807-318 HOMER ST. VANCOUVER, BC. 604.669.1300 F. 604.669.1303

UNLESS SEALED BY REGISTERED ARCHITECT THIS DRAWING SET IS NOT TO BE USED FOR PERMIT OR CONSTRUCTION



5	2022, AUG 18	ISSUED FOR RFP
NO	DATE	DESCRIPTION
NORTH POINT:		SEAL:

PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
FOUNDATION PLAN

PROJECT NO: T22055	SCALE: 1/4" = 1'-0"
START DATE: 2022-08-03	DRAWN BY: Author
FORMAT: 22" x 34"	CHECKED BY: Checker
SHEET NUMBER:	

NOTE:
VENTILATION PER 9.18.3 BCBC

A3.03

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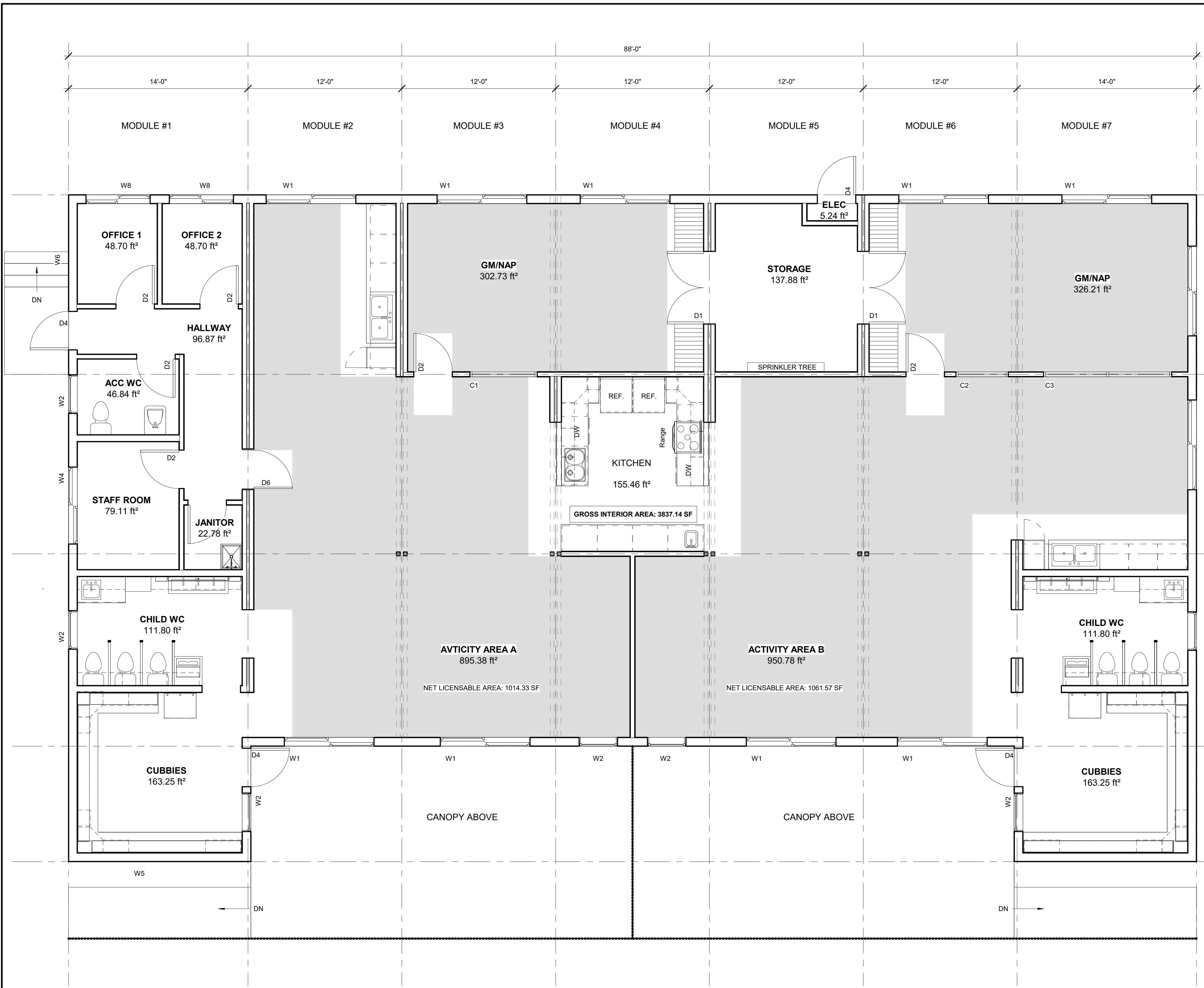
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AREA CALCULATIONS	
NET ACTIVITY & ART AREA A	757.76 SF
NET GM/NAP AREA A	256.55 SF
SUBTOTAL NET ACTIVITY A	1014.33 SF (24 CHILD @ 42 SF/CHILD)
ADD CIRCULATION EXCLUSIONS FROM ACTIVITY	183.78 SF
SUBTOTAL GROSS ACTIVITY A	1198.11 SF (24 CHILD @ 49 SF/CHILD)
NET ACTIVITY & NET AREA B	795.21 SF
NET GM/NAP AREA B	279.90 SF
SUBTOTAL NET ACTIVITY B	1075.11 SF (24 CHILD @ 44 SF/CHILD)
ADD CIRCULATION EXCLUSIONS FROM ACTIVITY	240.67 SF
SUBTOTAL GROSS ACTIVITY B	1276.99 SF (24 CHILD @ 53 SF/CHILD)
BUILDING TOTAL ACTIVITY AREAS (A + B)	2475.1 SF (48 LICENSED SPACES @ 42 SF/CHILD) (50 CHILD @ 41 SF/CHILD)
ADD BUILDING TOTAL SUPPORT SPACES, INTERIOR & EXTERIOR WALLS	1362.04 SF
GROSS BUILDING AREA TO OUTSIDE OF WALLS	3837.14 SF 50 CHILD @ 76 SF/CHILD)
RATIO OF ACTIVITY AREA TO GROSS BUILDING AREA	.35

NO	DATE	ISSUED FOR RFP	DESCRIPTION
5	2022, AUG 18	ISSUED FOR RFP	
NORTH POINT:		SEAL:	

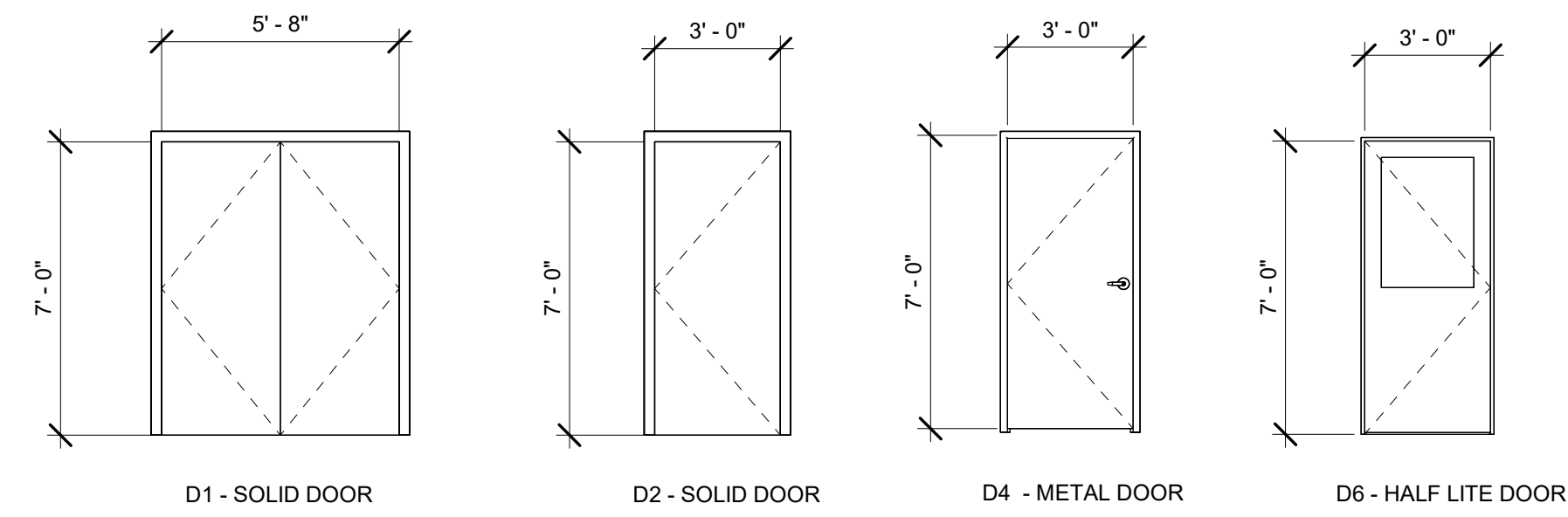
PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
OPTION 1b

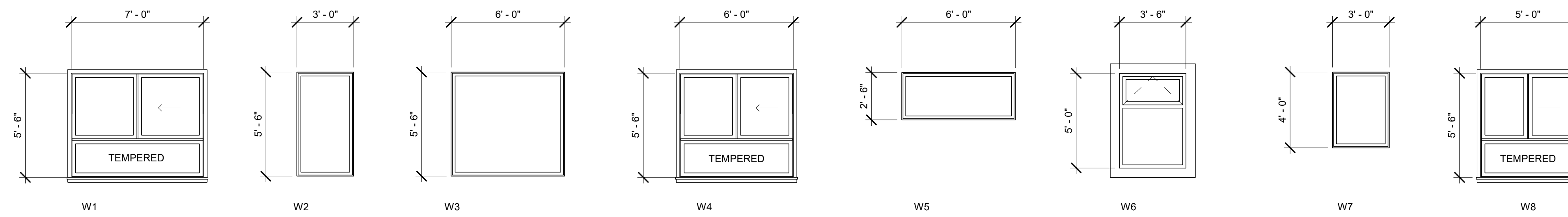
PROJECT NO: T22055	SCALE: As indicated
START DATE: 2022-08-03	DRAWN BY: Author
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A3.04

DOOR LEGEND



WINDOW LEGEND



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NO	DATE	DESCRIPTION
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NORTH POINT:	SEAL:
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PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
DOOR & WINDOW SCHEDULES

PROJECT NO: T22055	SCALE: 1/4" = 1'-0"
START DATE: 2022-08-03	DRAWN BY: Author
FORMAT: 22" x 34"	CHECKED BY: Checker

SHEET NUMBER:

A3.05

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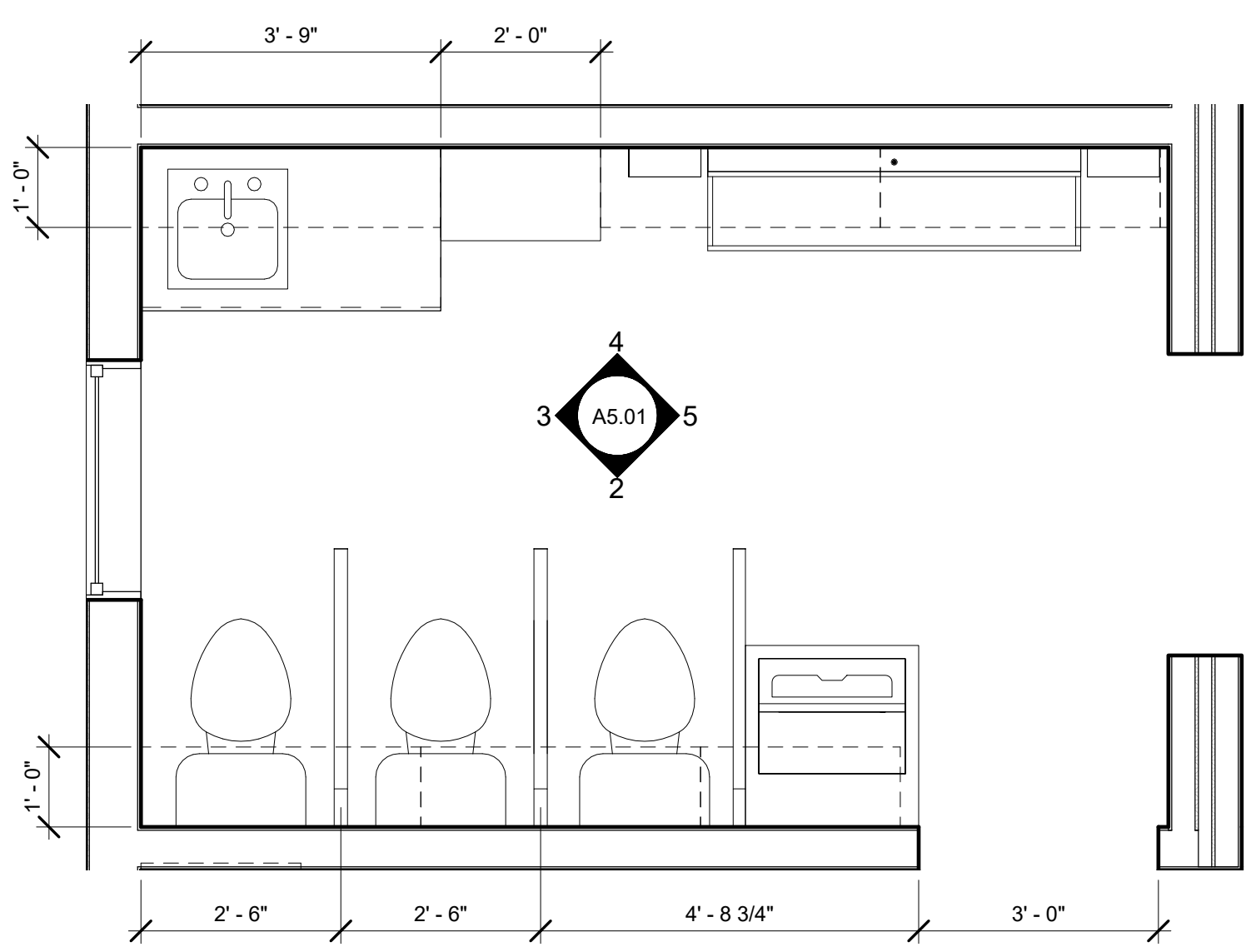
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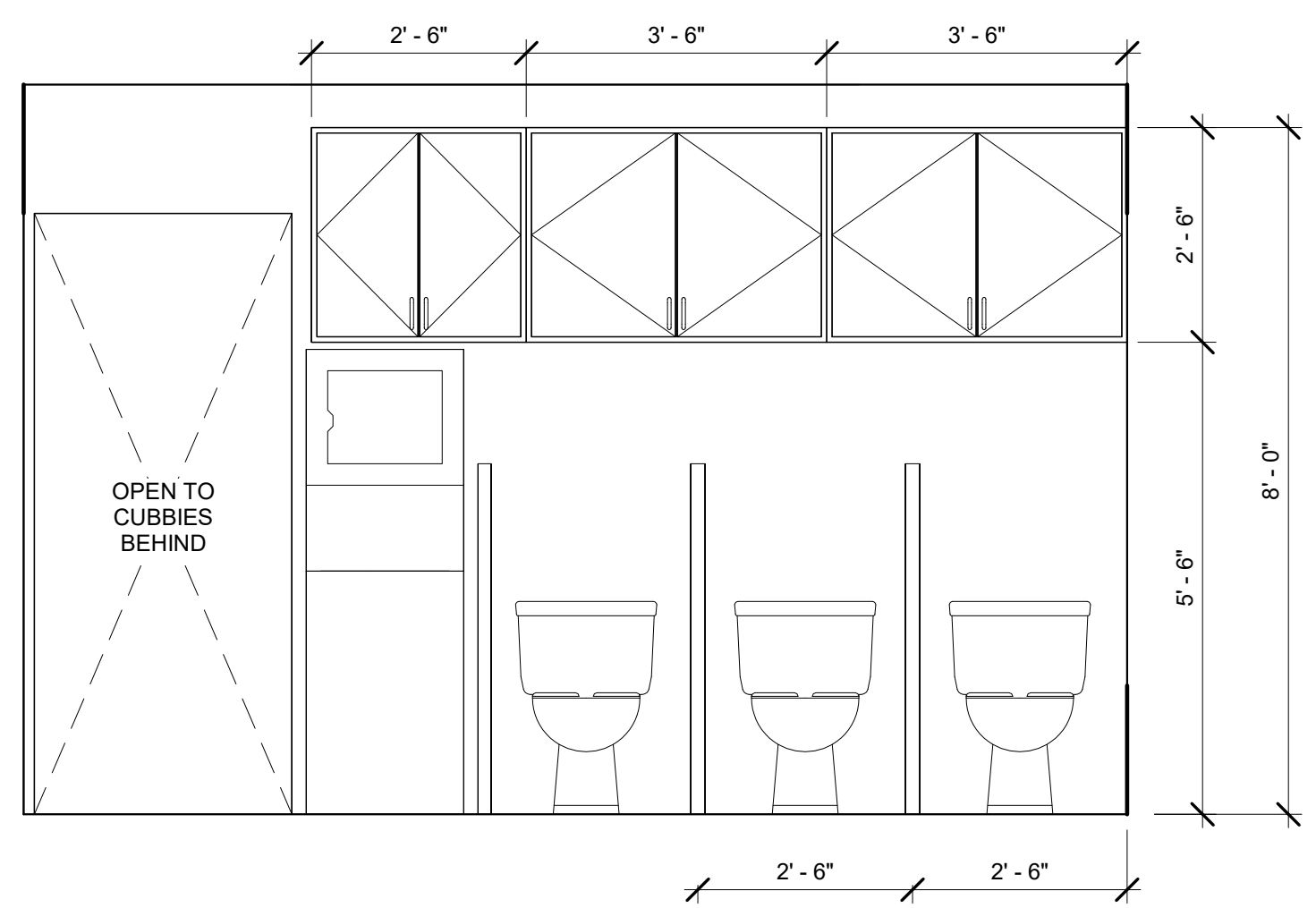


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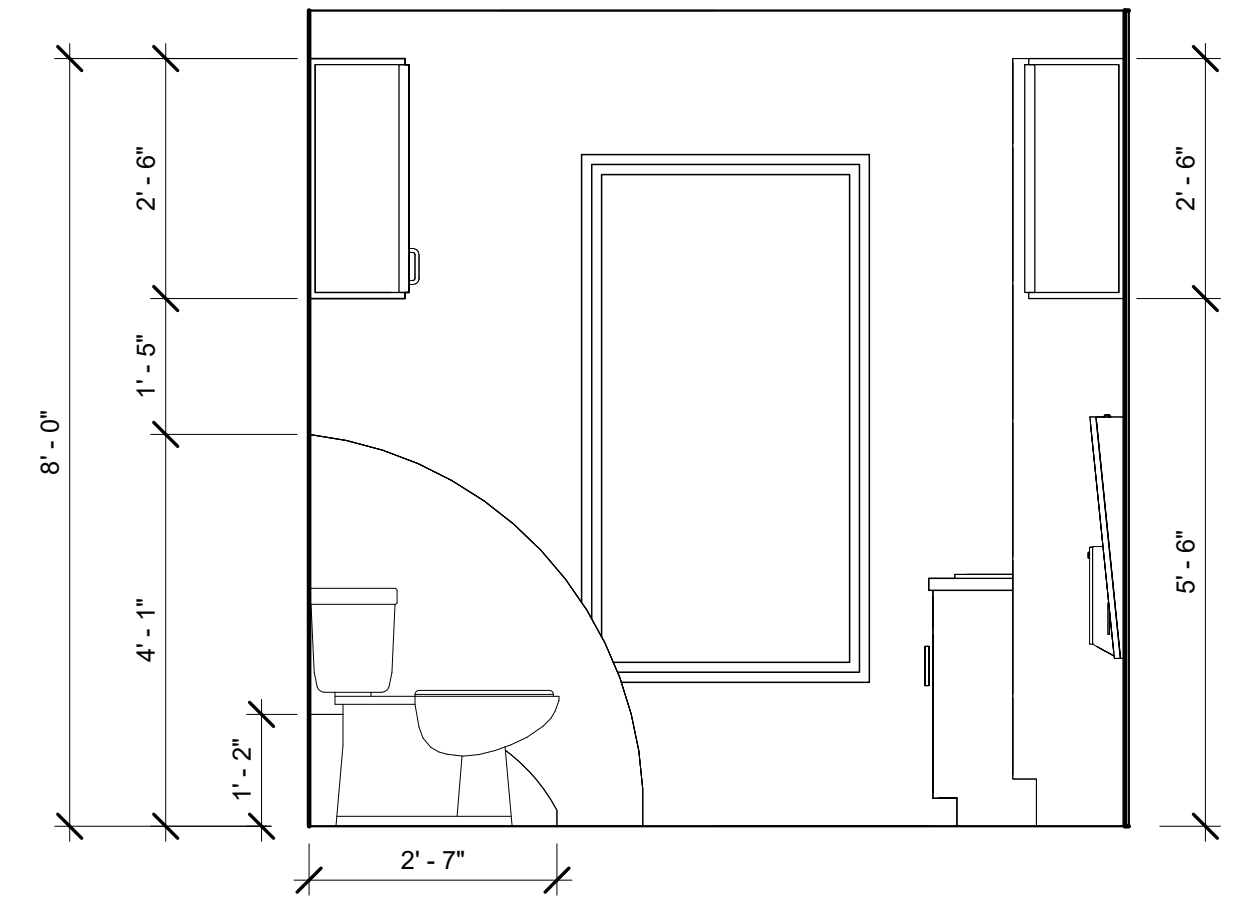
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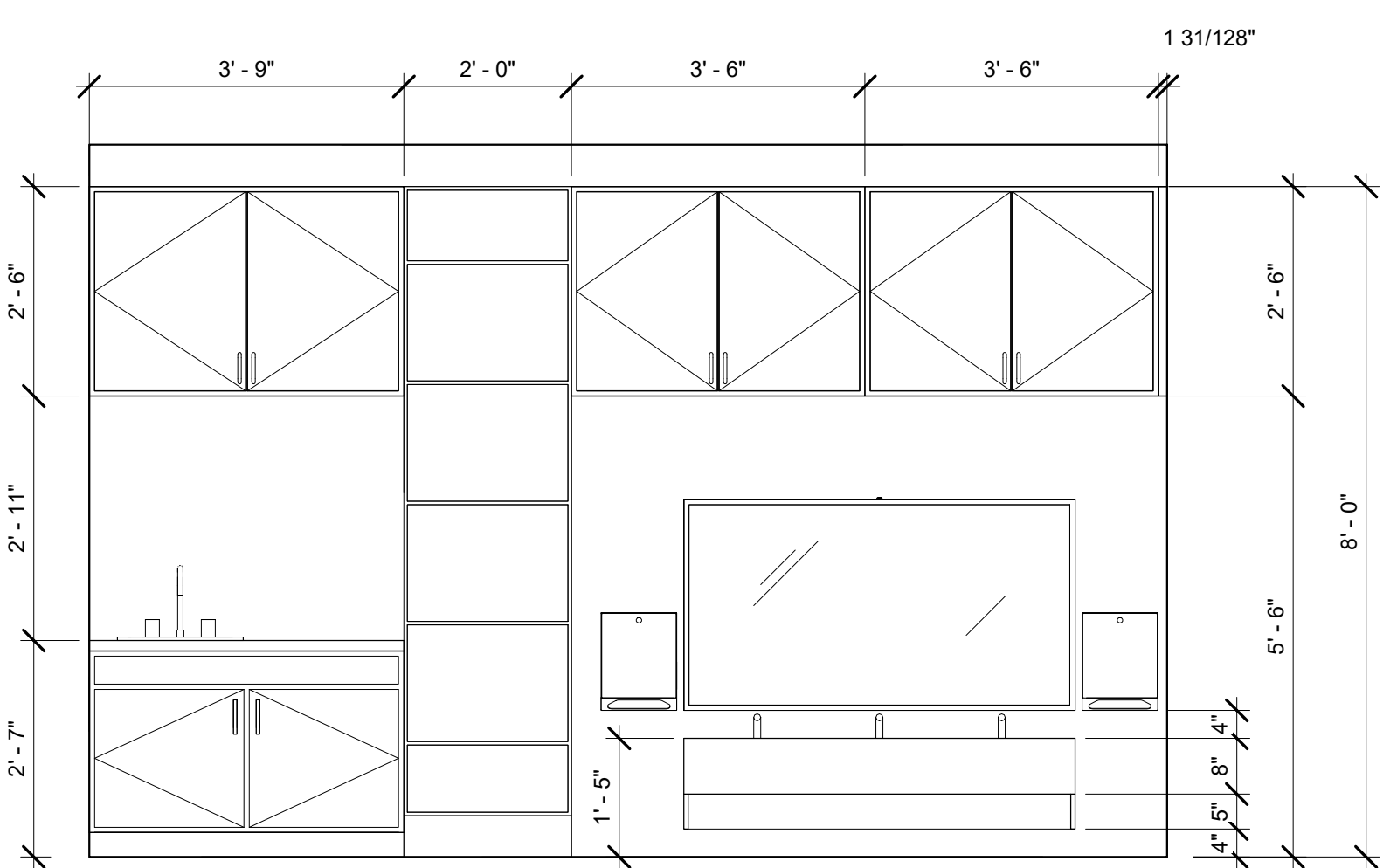
1 CHILD WC
A5.01 SCALE - 1/2" = 1'-0"



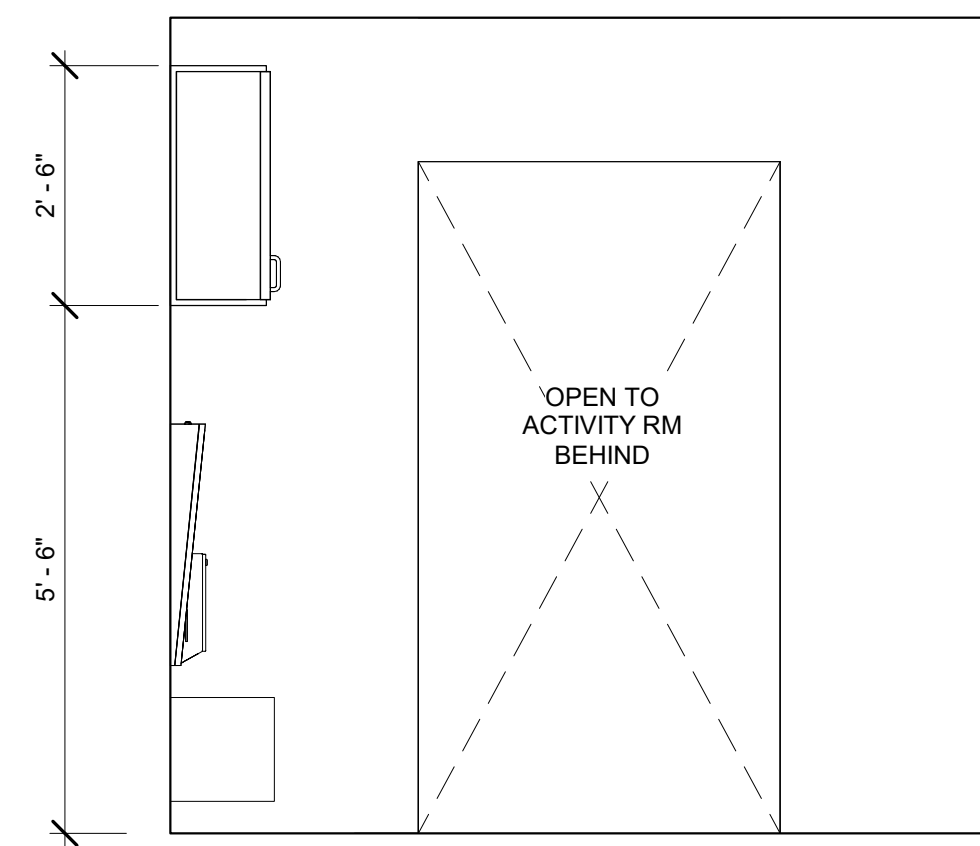
2 WC ELEVATION 1
A5.01 SCALE - 1/2" = 1'-0"



3 WC ELEVATION 2
A5.01 SCALE - 1/2" = 1'-0"



4 WC ELEVATION 3
A5.01 SCALE - 1/2" = 1'-0"



5 WC ELEVATION 4
A5.01 SCALE - 1/2" = 1'-0"

NO	DATE	DESCRIPTION
5	2022, AUG 18	ISSUED FOR RFP

NORTH POINT: SEAL:

PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
INTERIOR ELEVATIONS

PROJECT NO: T22055	SCALE: 1/2" = 1'-0"
START DATE: 2022-08-03	DRAWN BY: Author
FORMAT: 22" x 34"	CHECKED BY: Checker

SHEET NUMBER:

A5.01

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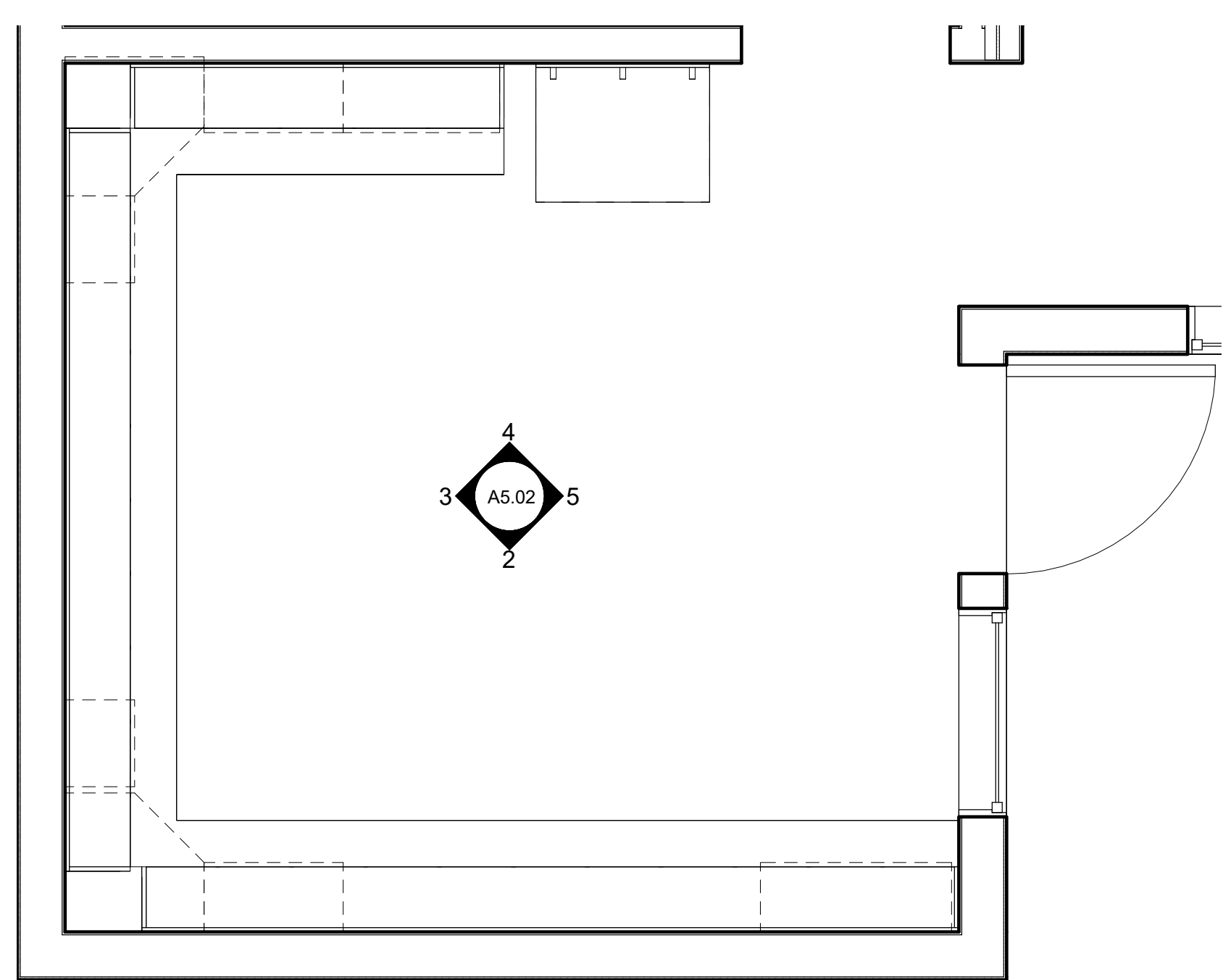
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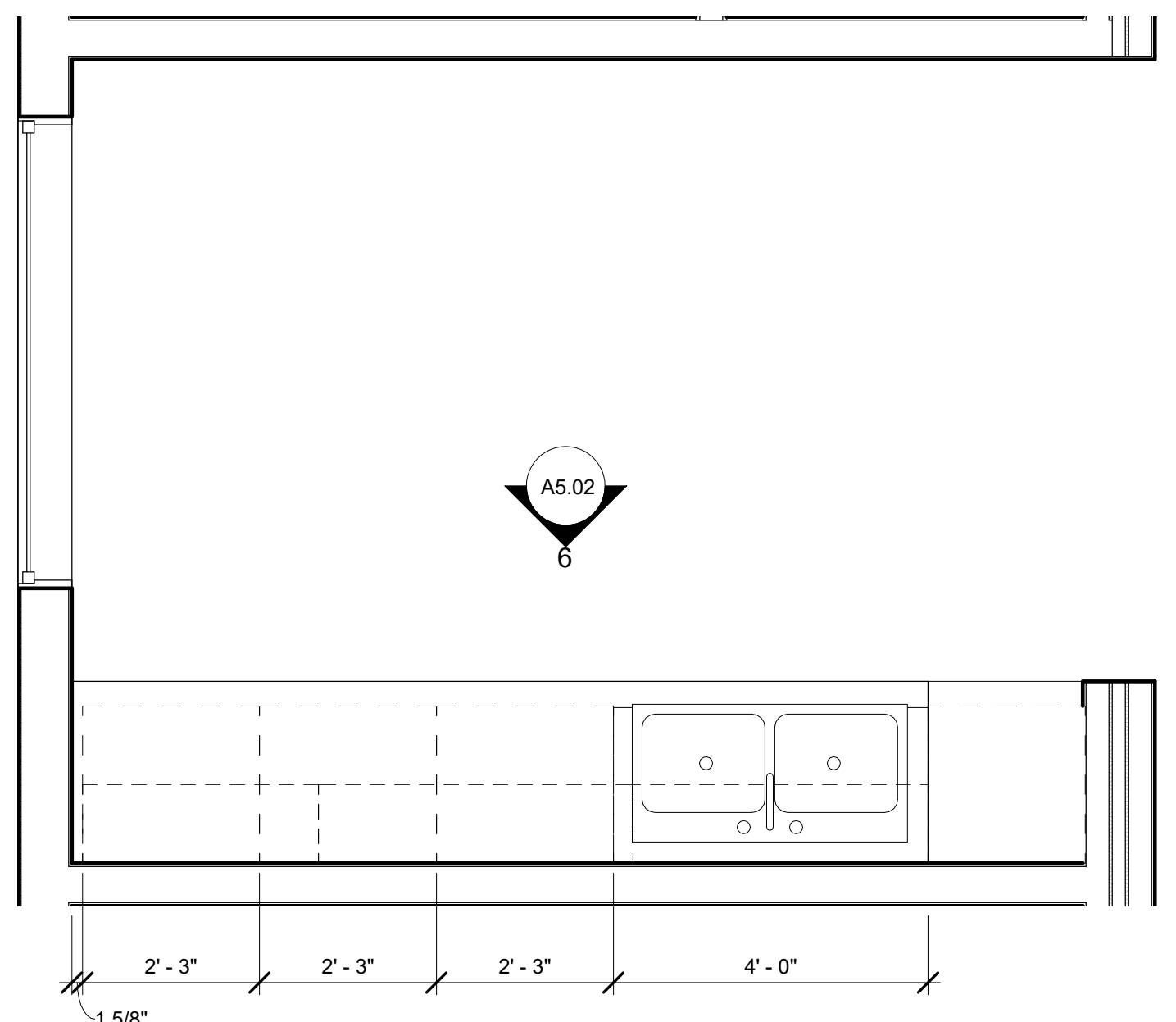


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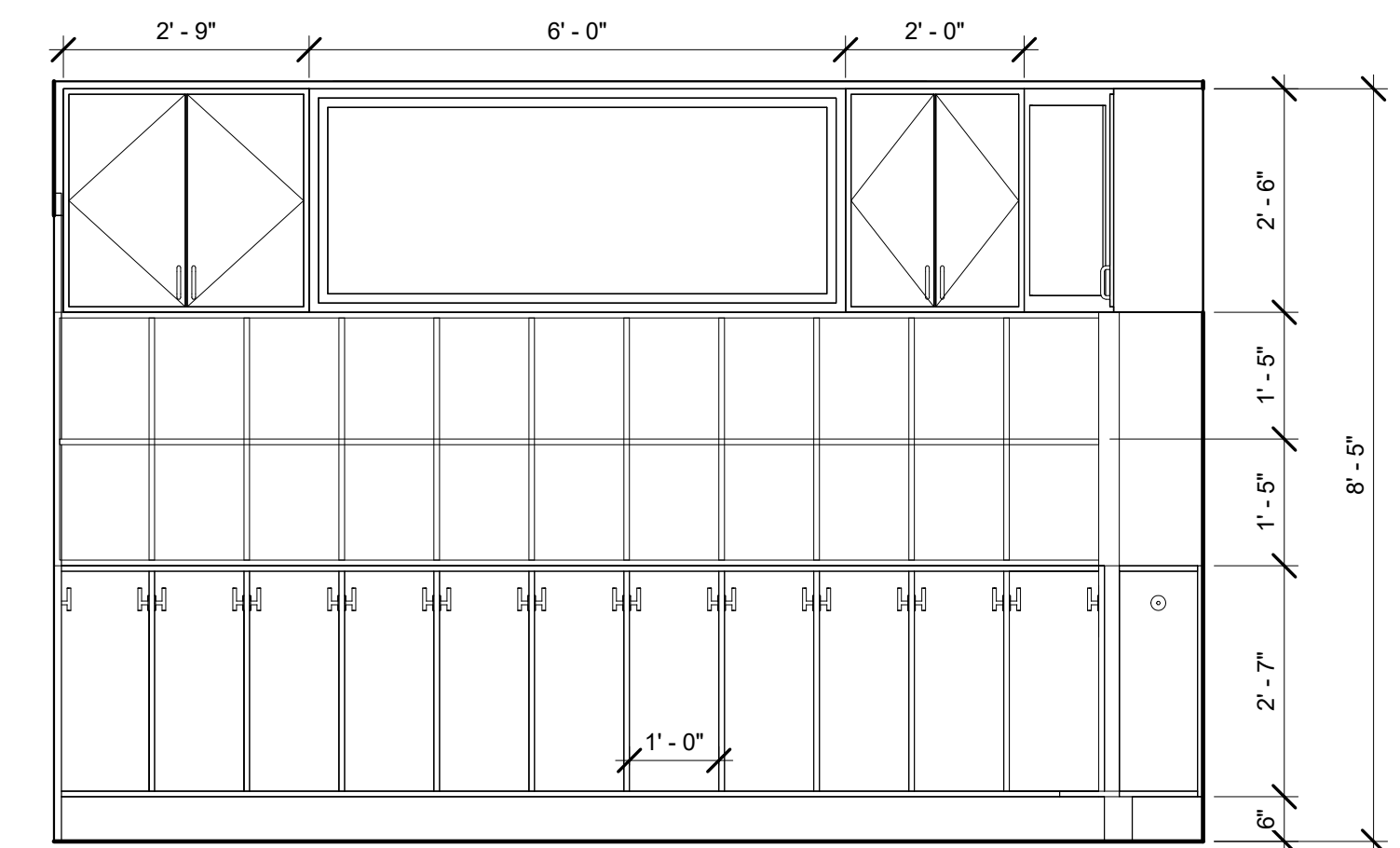
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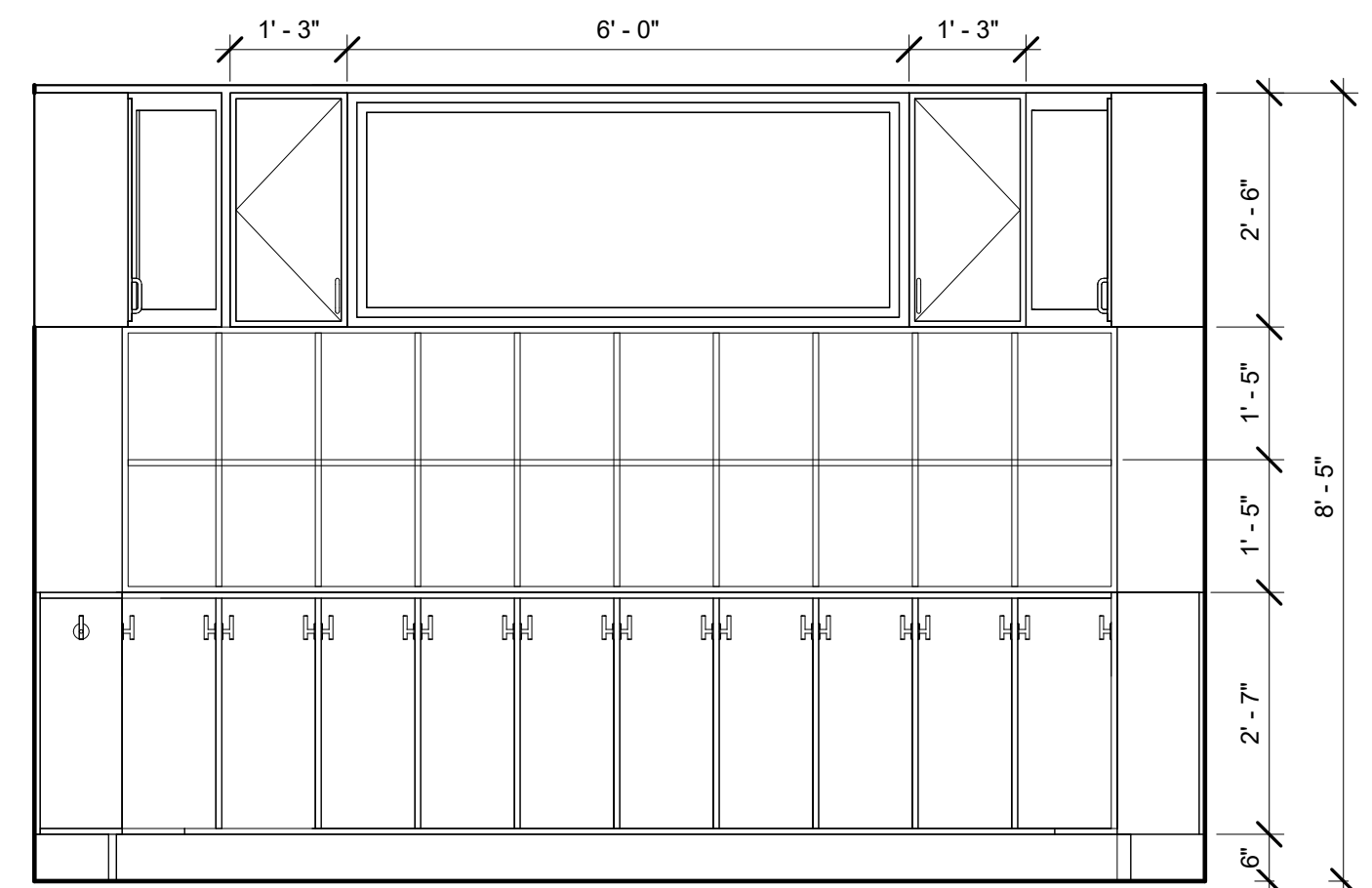
1 CUBBIES - OPTION 1
A5.02 SCALE - 1/2" = 1'-0"



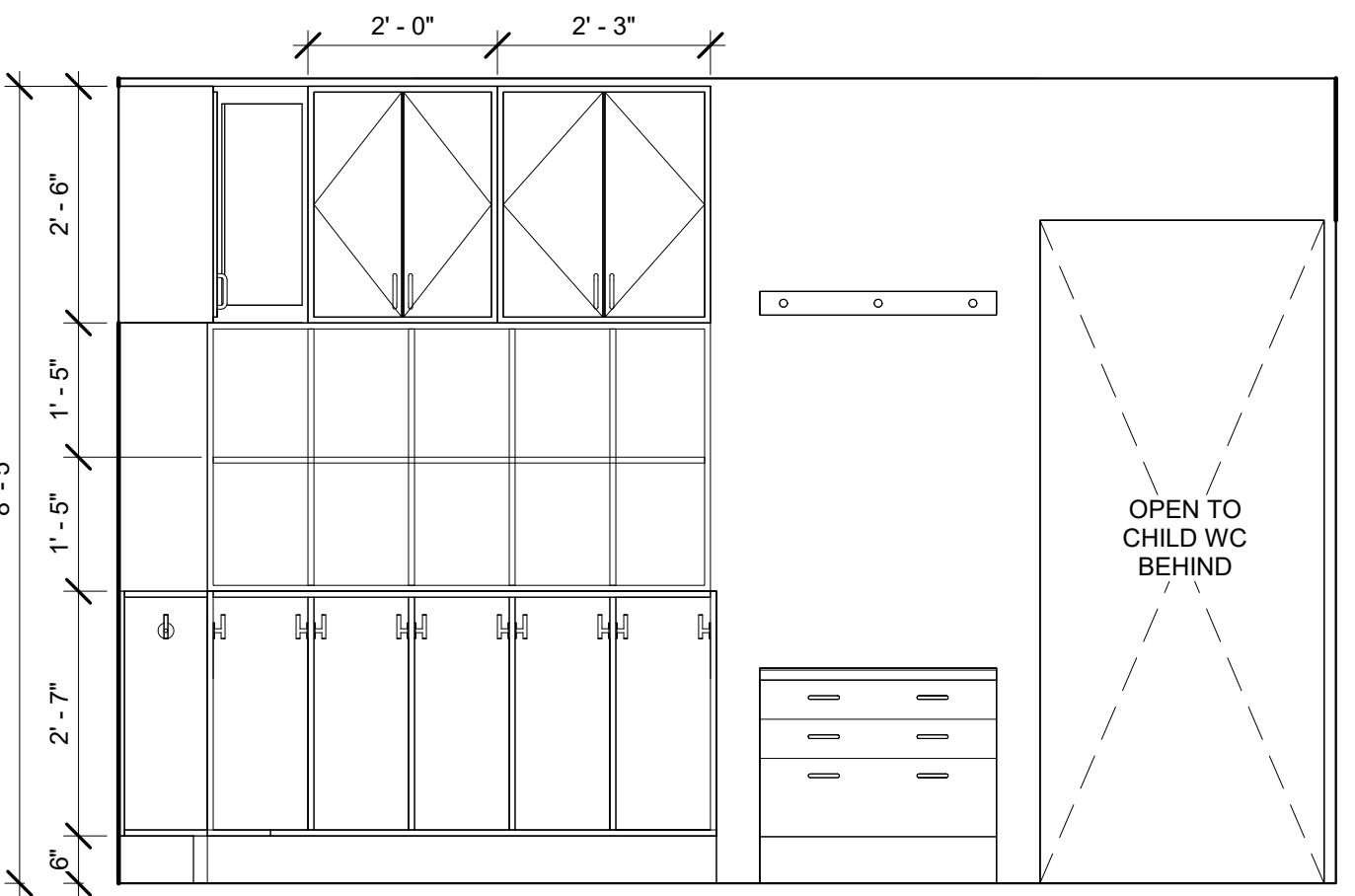
7 ART ALCOVE
A5.02 SCALE - 1/2" = 1'-0"



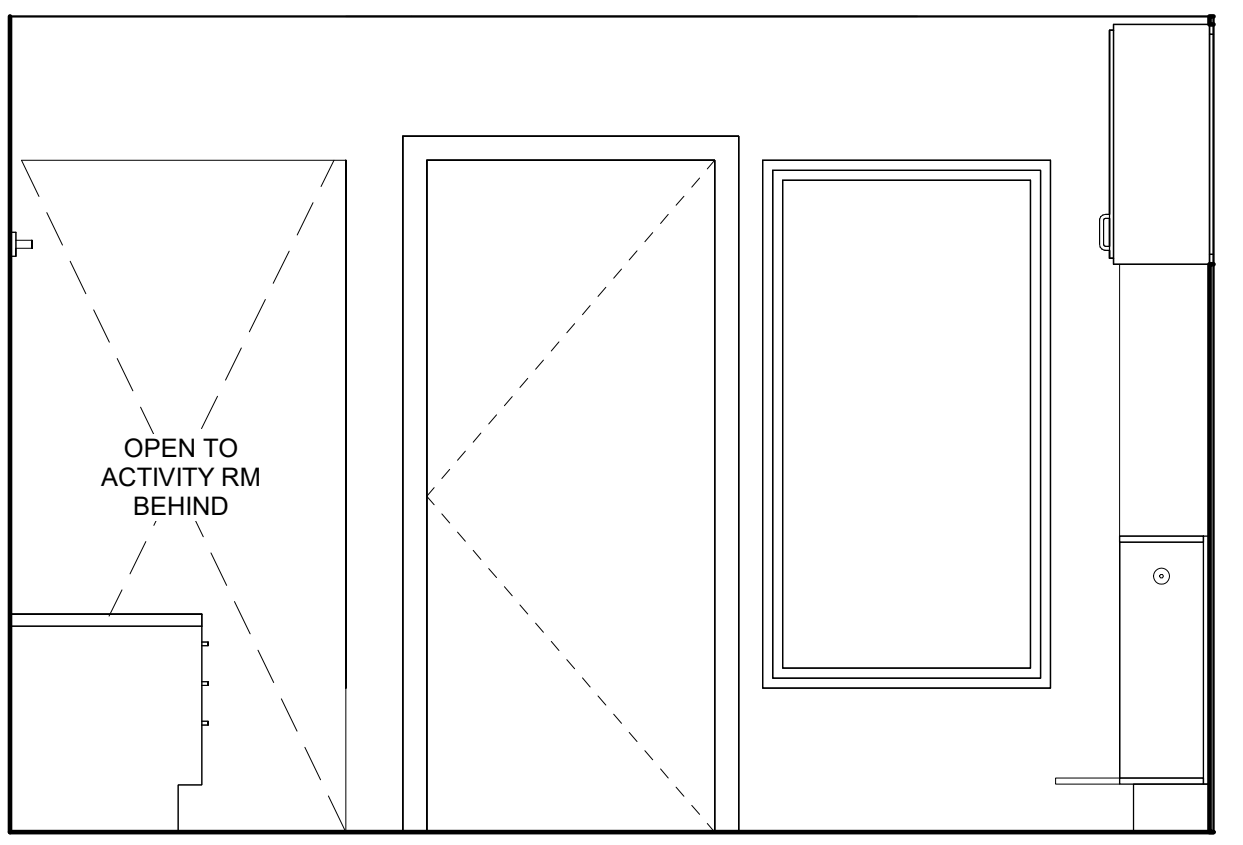
2 CUBBY ELEVATION 1
A5.02 SCALE - 1/2" = 1'-0"



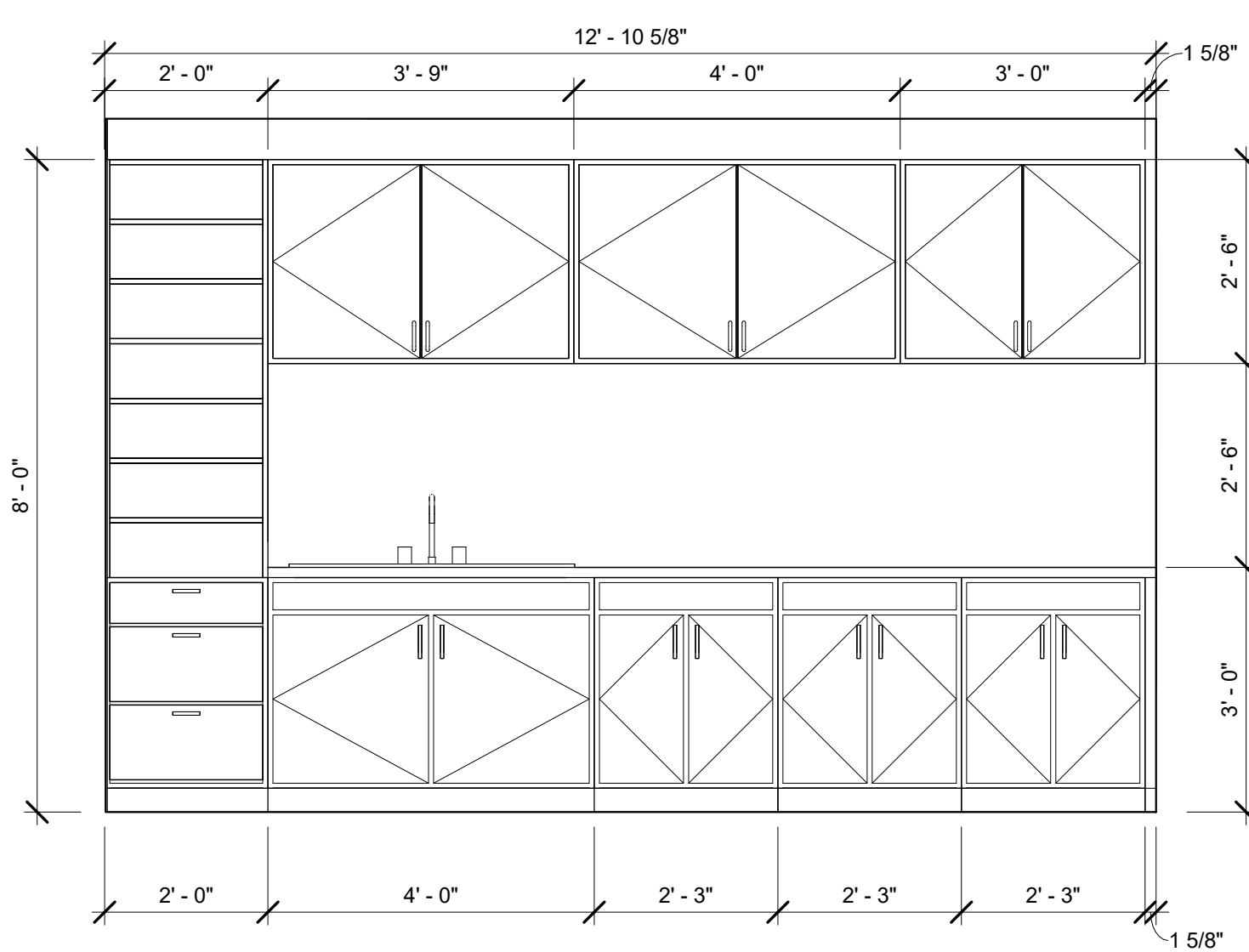
3 CUBBY ELEVATION 2
A5.02 SCALE - 1/2" = 1'-0"



4 CUBBY ELEVATION 3
A5.02 SCALE - 1/2" = 1'-0"



5 CUBBY ELEVATION 4
A5.02 SCALE - 1/2" = 1'-0"



6 ART ALCOVE ELEVATION
A5.02 SCALE - 1/2" = 1'-0"

NO	DATE	DESCRIPTION
5	2022, AUG 18	ISSUED FOR RFP

NORTH POINT: SEAL:

PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
INTERIOR ELEVATIONS

PROJECT NO: T22055	SCALE: 1/2" = 1'-0"
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FORMAT: 22" x 34"	CHECKED BY: Checker
SHEET NUMBER:	

A5.02

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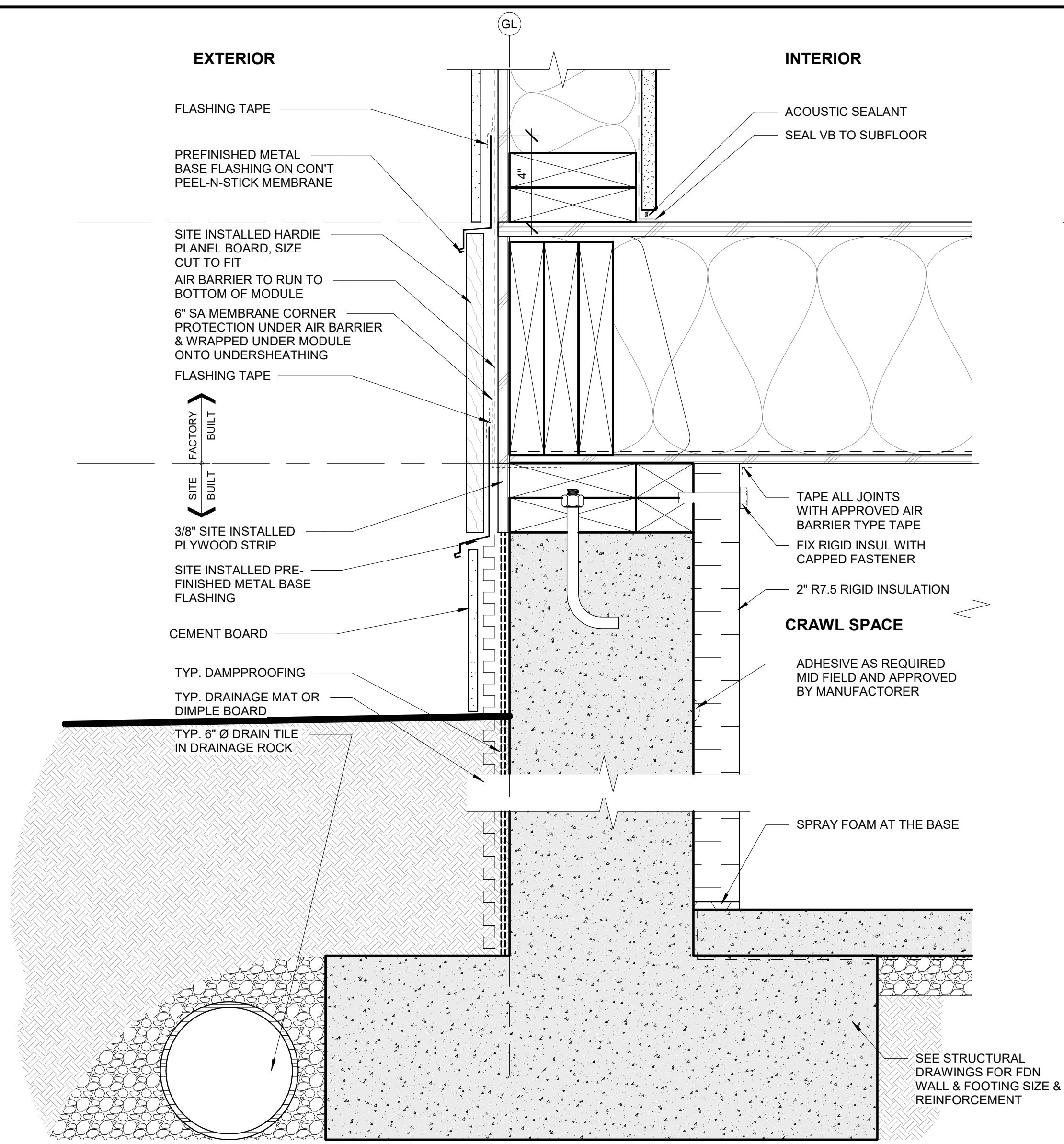
ply architecture

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CONSULTANT: DRAWING

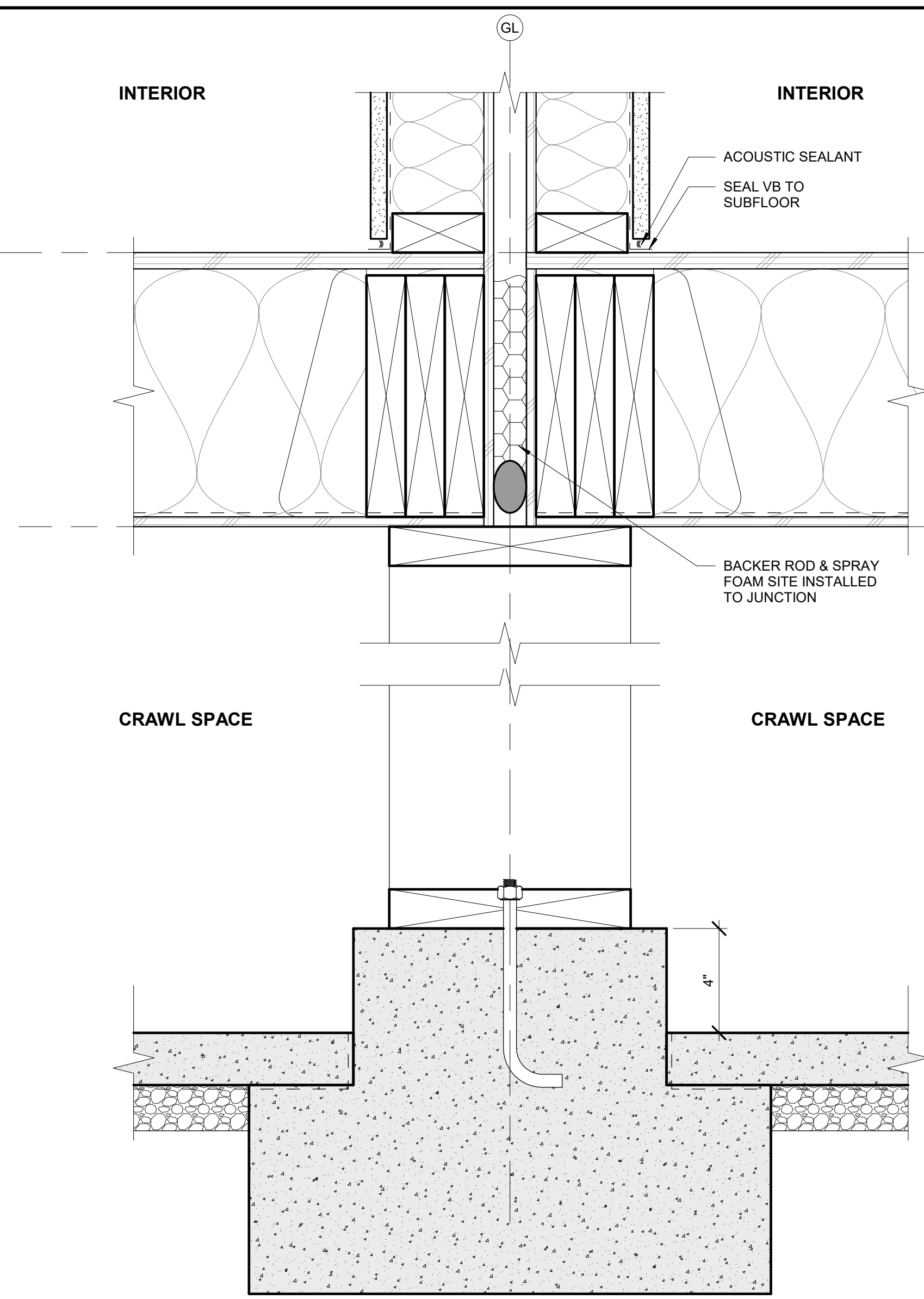


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1 SECTION DETAIL - EXTERIOR WALL @ FOUNDATION WALL TYP.
A8.12 SCALE - 3" = 1'-0"



2 SECTION DETAIL - INTERIOR WALL @ FOUNDATION WALL TYP.
A8.12 SCALE - 3" = 1'-0"

NO	DATE	DESCRIPTION
5	2022, AUG 18	ISSUED FOR RFP

NORTH POINT: SEAL:

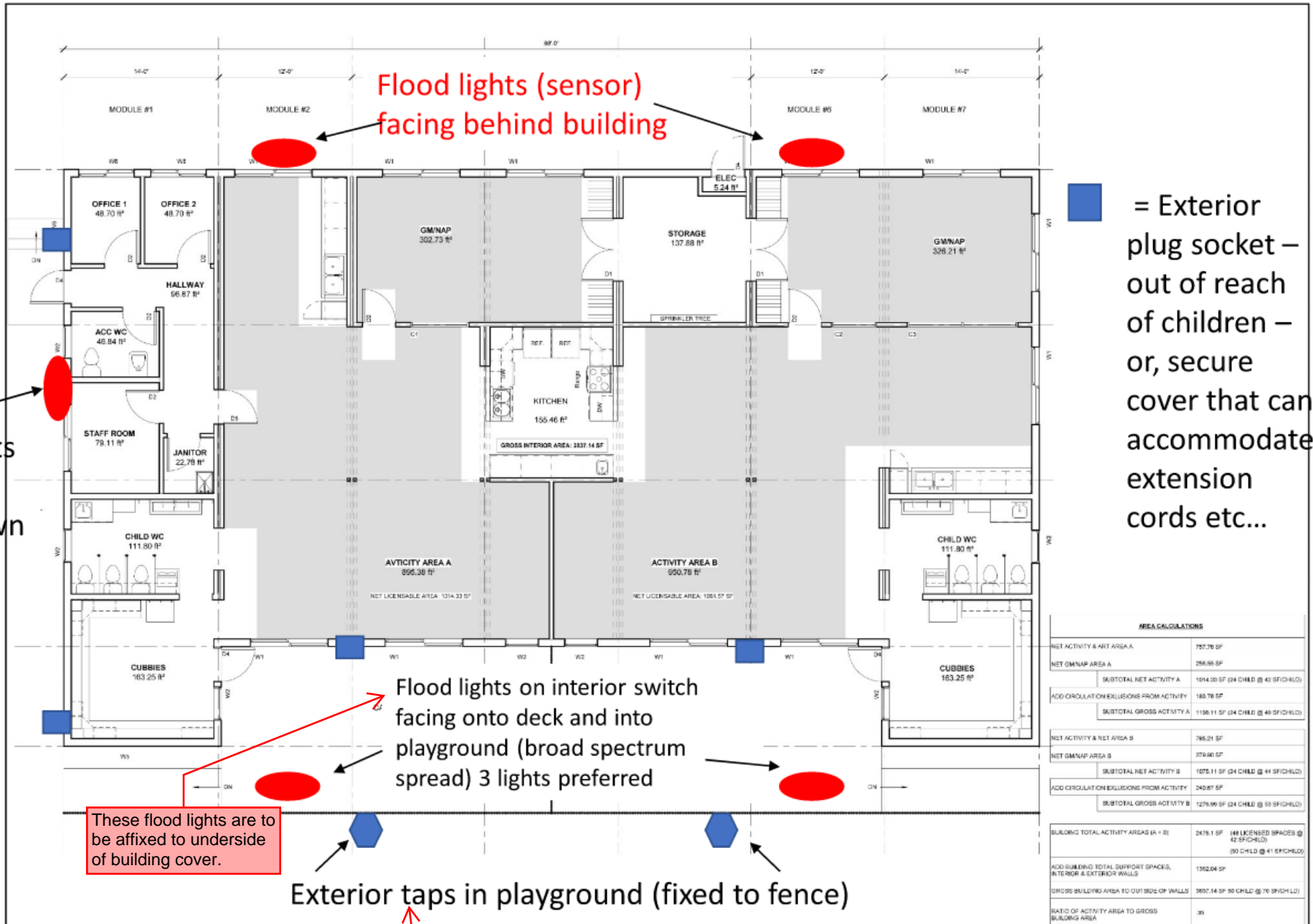
PROJECT:
PEMBERTON DAYCARE
PEMBERTON, BC
VILLAGE OF PEMBERTON

DRAWING:
SECTION DETAILS

PROJECT NO: T22055	SCALE: 3" = 1'-0"
START DATE: 2022-08-03	DRAWN BY: Author
FORMAT: 22" x 34"	CHECKED BY: Checker
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A8.12

APPENDIX C – EXTERIOR RECEPTACLE, FLOOD LIGHT, AND HOSE BIB PLAN



APPENDIX D – PERFORMANCE SPECIFICATIONS

APPENDIX D – PERFORMANCE SPECIFICATIONS

PART 1.0- BUILDING SPECIFICATIONS

1. GENERAL NOTES

- 1.1. Illustrative design: The plans and designs provided are for an illustrative purpose only to demonstrate the particular requirements of childcare and of the Childcare Operator, Village of Pemberton (VOP).
- 1.2. Philosophy of childcare: The childcare is the environment in which children spend 10 hours a day for 49 weeks a year for 3 years of their life. The design and details are not required to be expensive or extravagant. The staff require adequate space, useful planning and the final fit-out and millwork items that to support their work and the childcare activities.
- 1.3. Activity area:
- >30 months – 5 years old Activity area: 40sf/child for 50 children.
 - Adequate support spaces: see design for the types and features of the spaces.
- 1.4. Modular Build: Building is to be of Permanent Modular Construction and expected to have a lifespan of 50 years. The design/build proposals are expected to provide materials exhibiting significant levels of durability.
- 1.5. Design primary considerations:

Functional planning and detailed interior functional requirements – to support childcare and the particular requirements for care of very young children over a 10-hour day, 51 weeks a year for 50 years of building life. School design approaches are not appropriate to childcare. The illustrative design has included only functional elements requested by the proposed operator and are based on the experience of past projects while accommodating the grid lines of modular buildings. Key features include:

- min. activity area of 40sf/child;
 - layout and sight lines to support activities and staff operations;
 - adequate millwork and storage for functional operation;
 - details for cleaning, housekeeping, maintenance and safety;
 - the large canopy is included in scope and must have an edge height of about 9-10 ft maximum to provide rain and sun protection that are not provided with high expressive roofs
- Light, view and supervision – Interior windows and openings to provide supervision, light and views between rooms; exterior windows to provide natural light from 2 sides of rooms, views and contact with the outdoors. High window heads to throw light deep into the space and provide uninterrupted sight lines to the outside.
- Simple, secure and durable construction for a 50-year lifespan- Features include:
- A minimum 4/12 pitch roof due to location and snow buildup complete with 24” overhangs
 - Covered patio at front entrance to be site constructed and meeting the requirements of the childcare guidelines
 - fire sprinklers including outside with sidewall heads under any canopies exceeding 4ft width;
 - tape and fill drywall with one coat primer and two coats paint

-
- (Proponents are encouraged to provide an option for vinyl clad prefinished drywall)
 - Energy efficiency standards meeting Step 3 of the BC Energy Step Code
 - Durable low maintenance exterior cladding with materials that fit in with the surroundings
 - Durable Tarkett or Polyfloor floors with wood grain throughout
 - T-bar ceiling with a minimum of 8' high clearance in activity rooms, nap rooms, cubby and childrens washrooms. All other areas can be 9' high full height or drop ceilings as per coordination with mechanical systems..
 - Insulated interior walls throughout the building
-
- Interior Design – The currently fashionable interior design palette of white walls, grey floors, greyish wood finishes are discouraged as having a limited fashionable life span, show dirt and damage, are difficult to clean and is an unsatisfactory cool ambiance in a space for childcare and with commercial lighting. A residential ambiance with long lasting design is desired. (Recent renovation of childcares by the childcare consultant have shown staff to prefer natural materials, warmer tones specifically to offset LED panel institutional lighting, the use of warm tone wood pattern flooring over more institutional finishes. White walls show dirt and damage. Staff prefer a warm neutral space in which they are in control of lighting and color. Control of lighting is critical. Outdoor light and views are critical.
 - Cleanability – Cost of housekeeping and long-term constant use must be addressed. Childcare staff expect the space to be as clean as a well-kept home. Standard daily commercial housekeeping practice must account for this level of results with the help of some attention to detailing to avoid need for more cleaning due hidden and hard to clean corners and junctions. The space is not used heavily or roughly but is used constantly with no down time and little budget for maintenance. Staff will use the walls for display. Some features to include are: Heavy duty wall and trim paint in semi-gloss finish throughout; painted trim must be smooth for cloth cleaning; dark color resilient base with specific installation requirements noted; waterproof the cuts to millwork not protected by base; no white color walls or trim; use varnished wood or ply for heavily used elements and wood trim finished with high build gloss floor varnish or shop spray coating, wood grains on finishes to hide wear.
 - Building Design: - The illustrative design is a simple assembly of modular units for cost-control, ease of installation and simple roof form. This childcare building is expected to be a modest “background” element and not a design feature on the site for the following reasons: to reduced unwanted attraction; to attract interest to the movement and colors provided by children; to draw attention to the surrounding trees and play yard; to provide context with the constrained forms and detail of the existing buildings; to more easily provide durability and vandal resistance. Designers are reminded of the short-term nature of any currently fashionable design language.

2. SITE DEVELOPMENT

- 2.1. See Site Layout in Appendix A Site Layout for Proponent responsibility versus Village of Pemberton responsibility

3. ROOF

- 3.1. Envelope: envelope consultant design, site reviews and letters of assurance.
- 3.2. Inspection and standards: RCABC and manufacturer standards. Roof inspection will be undertaken by Owner's roofing inspector. **RCABC warranty is NOT specified.**
- 3.3. Roofing: Cost effective and durable. May be asphalt shingle or metal. Confirm with VOP upon award.
- 3.4. Gutter and RWL: As required
- 3.5. Structure: Pitched roof, truss or framed. Insulated. Min 4:12 slope. Confirm desired slope with VOP upon award. Pitched roof is required

4. CEILING:

- 4.1. Child Activity Areas – T-bar ceiling to max height possible min 8'0". And 9'0" where possible. Standard T's and perimeter moldings prefinished white. 2'x4', white "Cortega" type tiles, NRC 75, FSR of 25. GWB to underside of ceiling as required by code. Note sprinkler requirement. Minimum acoustical treatment equivalent to 80% acoustic tile coverage.
- 4.2. Non-Child Activity areas – painted GWB or T-Bar. Staff room provide residential character.
- 4.3. Bulkheads – painted GWB
- 4.4. Services in ceiling: Mechanical HVAC distribution may be in T-bar ceiling space or in GWB finished bulkheads. Ducted return air, or ceiling cavity as return air plenum. Ducting may be exposed using painted spiral ducting, coordinated with grills, terminations, transitions and bends of a type intended for visible locations. Alternatively, downdraft furnaces may be used to eliminate bulkheads / ceiling ducting. All other services (electrical, sprinkler) to be concealed within the T-bar cavity.

5. FLOOR:

- 5.1. Dry area finish – 2.0mm Tarkett or Polyfloor commercial sheet vinyl, welded seams. Wood grain from standard range. Polyurethane coated, 5/16" underlayment board, "u-lay" or similar, glued and stapled over subfloor. Vinyl plank flooring may be used. Confirm with VOP this product is acceptable.
- 5.2. Wet areas finish– washrooms, Polyfloor or Tarkett commercial sheet vinyl, welded seams and flash coved, epoxy adhesive, level installation at floor drain. Provide samples and selection to be made for shop drawings. Except for toilet hubs, plumbing is NOT PERMITTED through exposed/accessible floor areas.
- 5.3. Base – Resilient 4" base, Johnsonite Dark color contrasting base provided for aid to visually impaired. Install with full coverage of adhesive and carefully along top edge to prevent loosening from children picking at edges. Set base into full bead of clear sealant under toe of base while sealant is still wet – Fasten at corners and joints with screws in cup washers (prevents picking loose). Install base onto toe kick of millwork, around gable panels and fully behind appliances. Ensure gable ends of millwork are cut back and allow RB to wrap smoothly around corners. Intent is to have fully sealed perimeter for mopping and is resistant to picking at edges.

- 5.4. Construction – 3/8” floor under-sheathing on 5/8” subfloor on joists as specified by structural engineering.

6. EXTERIOR WALLS

- 6.1. Envelope: provide envelope consultant design, consultant reviews and letters of assurance
- 6.2. Height of exterior walls: For modular, provide min 8ft height to u/s of T-bar and 9ft to underside of ceiling joist.
- 6.3. Framing: 2x6 stud wall with high density batt insulation. Exterior sheathing. Other wall assemblies meeting structural and energy requirements are acceptable.
- 6.4. Cladding
- Type – Robust, vandal resistant, durable, simple construction. Metal, cement board, (other materials may be proposed) No wood finishes. For materials that may accumulate winter mildew, use neutral color of a tone dark enough to reduce visibility of winter mildew on this building with no overhangs. Metal may use lighter colors.
 - Safety: below 5ft in height on sides of building accessible from play yard, provide safety edges, dog ears and hems to all sharp edges and corners. Provide dollop of clear polyurethane sealant as required to further protect edges and corners from injuring children.
 - Cladding trim: to coordinate and match wall finishes and color.
 - Rainscreen: with minimum Tyvek Commercial wrap and flashing tapes.
- 6.5. WRM – Exterior Claddings on rainscreen construction over exterior Roxul insulation on minimum Tyvek Commercial Wrap
- 6.6. Interior GWB – GWB with, level 4 finish and 3 coat paint. Paint selection for high durability
- 6.7. Bulkheads: as required for upper cabinet suspension or encasing mechanical. Flush to t-bar if possible or at 8ft AFF.

7. INTERIOR WALLS (and for modular junctions)

- 7.1. Stud Walls – 2x4, 2x4 stud walls, 16” o.c or as required by structural
- 7.2. Insulation – R12 friction fit insulation at enclosed washrooms and between un-glazed nap rooms
- 7.3. GWB – GWB with level 4 finish and as required for ratings
- 7.4. Junctions for Modulares: Spray polyurethane air seal and insulation as instructed by envelope consultant. Thermal barrier to code.
- 7.5. Laminate feature panel – laminate feature panel behind washroom trough sink, iridescent variable colour.

8. EXTERIOR WINDOWS

- 8.1. Vinyl residential windows and patio doors: prefinished with matching flashings, installed as per envelope consultant directions. Openings for all accessible windows. Horizontal

member at lower level. Sliding window openers for use of roll security shutters. Insect screens. To NAFS and energy regs.

- 8.2. Glazing: Clear double glazed ½”, low e soft coat #2, argon fill, to energy regulations (or triple glazed) – all designed to meet Step 3 of BC Energy Step Code.
- 8.3. Nap/gross motor room to have built-in blackout curtains

9. DOORS

9.1. Functional Parameters:

- Exterior doors to vandal resistant, institutional HMD in HM frame, metal gauge as specified by VOP. Do not use closers to cubby entry doors.
- Interior utility doors – metal knock down, slab, painted wall color. Janitorial/ utility room.
- Child access doors – doors used by children must be lightweight to reduce inertia for safety. Staff also find it difficult and distracting to control the inertial of heavy doors while constantly moving about the daycare. Doors in child areas must be fully glazed to see child who may be on floor behind the door.

9.2. Exterior Childcare Cubby entry – Hollow metal insulated 1 ¾” thick door in hollow metal welded steel frame and sidelight. 4’6” x 8’0” nominal frame size. Two tempered double-glazed door lights with low e at #2 and argon fill. Tempered side lite, double-glazed. Institutional lever handled mortise lockset with exit function and core to VOP standards for keying system. Coordinate with VOP locksmith. Weather-strip. Wall stop. 8” long hook and eye ships door latch .26D. No panic. No closer at cubby entry doors. Closer at other exterior doors. At preschool entry, provide narrow vision panel in lieu of full gazed door.

9.3. Exterior doors – Hollow metal insulated 1 ¾” thick door in hollow metal welded steel frame. Sidelight 3’2’ x 7’0’ nominal frame size. Solid slab door except narrow vision light. Institutional lever handled mortise lockset with exit function and core to VOP standards for VOP keying system. Coordinate with VOP locksmith. Weather-strip. Wall stop. 8” long hook and eye ships door latch .26D. No panic. No closer at cubby entry doors. Closer at other exterior doors

9.4. Interior rated door – janitor as required. Hollow metal, expandable knockdown frame, rating as required. Closer, Privacy. Knob. Cylindrical lockset, storage room function, Kick plate. Wall stop. Brushed chrome.

9.5. Interior Slab doors: Paint grade slab door, 1 ¾” or 1 3/8” thick, rabbeted wood frame for opaque paint finish. Size as noted on plan. Cylindrical lockset to commercial standard. Lever handle. Brushed chrome. Keying to VOP standard. Doors used by children must be light weight to reduce injury caused by inertia of swing. Use three hinges on residential doors.

10. INTERIOR WINDOWS/ GLAZING

10.1. Construction fit at interior wood windows: High grade institutional fit is not required on the varnished interior windows and trim – can be residential or simple wood rebate frames and wood trim as long as gaps in trim are filled with clear paintable sealant and heavy coat of varnish covers all.

11. MOULDINGS

11.1. Door and window liners and trim – 1 x wood trim (simple rectangular section). Varnished ply at ply panels . Varnished at varnished doors. Painted at painted doors and exterior windows.

11.2. Door and window casings – wood, finger joint pine, painted at painted doors and exterior windows, tinted varnish finish at varnished interior doors.

- 11.3. Exterior wall junction for modular –for continuous cladding appearance.
- 11.4. Interior junctions for Modulares –wood ply painted to match wall or full height wall panel to match wainscoting.
- 11.5. Floor junction at Modulares – ply panel, vinyl flooring welded seams.

12. ACCESSORIES/ MISC.

- 12.1. Surface toilet paper dispenser – Bobrick B6267 + spare spindle for each (alt Taymor01-9408)
- 12.2. Paper towel dispensers – Tork singlefold 70WM1 only (H=10”, W=12”, D=6”), white. One at each sink. Supply and install in locations directed by staff. Two additional dispensers installed as directed. Needs to be able to fit rolled paper towel (existing daycare currently has Kimberley-Clark Professional)
- 12.3. Mirrors: Accessible washroom – 30” x 42” standard wall mount eased edges. Childs washrooms – Ikea Lynbyn with rounded shape. Mount securely. Cannot be glass in children’s washroom – Acrylic option
- 12.4. Soap dispensers – supplied and installed by Owner
- 12.5. Accessible washroom – typical and to code. Include wall coat hook at low level. Also needs to include Shower
- 12.6. Mop/broom holder – mop/broom holder for four brooms each. One shallow type (eg. Oxo) in each kitchen mounted in space adjacent fridge. One utility institutional type at janitorial sink.
- 12.7. Shelves – 16” deep wall mount, 3 row. Needs to be wood or particle board. Must be medium-heavy duty for weight and durability.
- 12.8. Emergency plan holder- Acrylic holder size to VOP standards. Provide and mount by contractor. Allow for 3.

13. ELECTRICAL

- 13.1. Design: Electrical Engineering and Letters of Assurance. Sealed drawings suitable for building permit application.
- 13.2. General Scope: As required for the intended use including underground site service, communications, data to locations in facility determined by VOP.; building mounted exterior lighting with controls and sensor as required by VOP; indoor and outdoor receptacles, indoor lighting, mechanical service connections, detection and fire alarm including communicator, intrusion alarm.
- 13.3. Main distribution: Main panel and mechanical panel and controls in mechanical room.
- 13.4. Sub-Distribution: recessed panels located in walls as required. Millwork covers. Locate behind doors or as approved. Accessible to staff for reset of interior general-purpose circuits.
- 13.5. Data: conduit with pull strings and outlet boxes. Backer board (assume 24” x 24”) in storage room on upper part of wall. Assume four telephone jack location, 4 data locations, two WiFi transmitters
- 13.6. Fire Safety:

- fire panel- zones as required, annunciator with communication to local fire dept. Testing, verification and report. Consider fire firefighter entry and panel in preschool cubby.
 - Smoke detection – in rooms that may be used for child sleeping including Gross motor/nap rooms, quiet rooms, activity spaces and staff office.
 - Pull stations & bells – at exits, fire bells as required
 - Emergency lighting – to code, LED. Locations and number to satisfaction of Authority Having Jurisdiction
 - Exit lights – LED green “running man”. Locations and number to satisfaction of Authority Having Jurisdiction
- 13.7. Site Lighting Power: provide spare circuit capacity plus exterior box and conduit for owner supplied light sensor for site lighting. Owner to provide location
- 13.8. Receptacles: color white, childproof/tamperproof receptacles throughout, at 5ft height or as noted on shop drawing review. Location and spacing to code and to service ends of kitchen peninsula. Housekeeping outlets.
- Include plugs for dryers in both cubby areas. This is to dry outdoor clothing in rainy seasons.
- 13.9. Separate circuit – any utility/janitorial closet, data board, fridges, microwaves/OTR’s, exterior receptacle, residential dishwasher (x3), one outlet in storage/utility marked for freezer
- 13.10. 15-amp GFI – washrooms kitchens, location confirmed on shop drawing markup
- 13.11. 208/220/240 – volt receptacles – (x1) for combined Frigidaire stacked washer dryer with single connection, (x1) for stove, (x2) 228v for semi-commercial dishwasher in kitchen
- 13.12. Weatherproof exterior 120 v GFI with cover – at each canopy location, provide one switched at 8ft for Xmas lights, one at 5ft for general use.
- 13.13. Heat trace – heat trace as required
- 13.14. Crawlspace – include crawlspace storage with internal access panel. Include receptacle and access light.
- 13.15. Mechanical/ HVAC – Air conditioning required. System designed as required, including washroom and kitchen exhausts, HRV, air handlers, heat pumps. Ducting may be underfloor, or within bulkheads or concealed above T-bar ceiling.
- 13.16. Security – physical key lock (no fobs or card readers). All locks to open with one key, same key as existing daycare building.

14. LIGHTING

- 14.1. Exterior Lighting: building mounted lighting. Photocell type along front, by entries and under canopy. Photocell and timer for back and sides. Cut-off distribution. Provide no glare fixtures at main entries and entry route to daycares. CEPTD considerations apply. 3500 deg K. strongly preferred. Confirm requirements with VOP.
- 14.2. General Interior Lighting Design Considerations:

Young children are highly sensitive to light with pronounced physiological effects. Color temperature and intensity of light affects diurnal rhythm and activity level. Glare from looking up at caregivers into poor- quality ceiling lighting or caused by poorly placed windows prevent sight and communication with staff.

Staff use natural and artificial lighting like a stage designer to set mood, activity levels, focus, attention and many other effects. Childcare is not a school. Provide general lighting with multiple controls plus secondary and focused lighting.

Licensing guidelines require 40 fc however this is too bright for many situations and not bright enough for others.

- 14.3. VOP – Coordinate with VOP for type and maintenance requirements of lighting.
- 14.4. Diurnal – Provide fixtures and controls to allow staff to lower light level and to warm the color temperature at the end of the day. This can be general lighting at a cooler temperature and secondary lighting at 2700 k. Take care that differences in color are not unpleasant.
- 14.5. Dimmable LED lighting – All lights to be LED and to provide dimming to all lighting
- 14.6. Provide separate switching – perimeter and interior banks of lights. The staff will not use perimeter lighting when there is daylight, but the interior areas require a very high light level to balance the natural light. Without balanced light there is glare and the dark inner areas are not used, and the space is unused.
- 14.7. Occupancy sensor – only in office, staff and storage area. No occupancy sensor in child accessible areas.
- 14.8. Activity area T-bar mounted – No flat panel LED. Ideally indirect lighting in T-bar fixtures similar to Lithonia BLT series. Dimming min 5%, 3500k, CRI min 85, ASHRAE/NECB.
- 14.9. Surface ceiling in smaller occupied rooms (if no t-bar ceiling) – TBD, similar operation and quality, 3500k, LED, dimmed,
- 14.10. Surface ceiling Utility lighting – LED, in storage, janitorial. With occupancy/vacancy sensor. Not dimmed.
- 14.11. Surface Wall Decorative –two dimmed, two wall light in gross motor/nap room. Wall wash lighting above trough sink in washroom.

15. PLUMBING

- 15.1. Piping: Water supply- “pex” concealed. Waste drain and vents – ABS concealed. Cold water line insulation –
½” ASJ fiberglass in exposed, and ½” therma-cel concealed. Hot water line insulation. 1” ASJ fiberglass full length from tank and exposed locations. Except for toilet hubs, plumbing is NOT PERMITTED through the floor in washrooms. Review fixtures with VOP for compliance with VOP standards
- 15.2. Accessible Washroom WC : 17”-18 high, elongated bowl, open front seat, no seat lid, insulated tank with bolted lid, single flush. Insulated tank. Typical 12” rough in.
- 15.3. Child WC: 10” high, American Standard “Baby Devoro” (or equal) in child washroom. Closed front seat. No seat lid. Insulated tank with bolted lid. Coordinate locations with joists. (Note that this toilet requires a 10” rough-in, do not install at 12” rough in as the tank then rests too far from the wall and requires a support block)
- 15.4. Wall hung lavatory basin and faucet: Accessible Washroom
- 15.5. Child trough sink: custom SS trough sink to size and number of faucets on interior elevation drawings. (4’6” wide, three faucet) Deck mounted 4” center set faucets, kitchen drain with 1 ½” drain line, chrome only, P- trap may need to be modified for low mounted toddler sink.

- Screened 1 ¼” overflow. Direct the waste and supply into back wall – not thru floor. Soap bottle brackets to face of splash.
- 15.6. Temperature Limiting/Mixing Valves – Symmons 7-225 or 7-230 or Lawler TMM 1070 (or equal). Provide into recessed box – Watts ADM-8 or sim. Set to 120 F. Locations: trough sinks, change counters, artsinks.
- 15.7. Kitchen/Art/utility sink faucet – Symmons SK-6600 chrome 8” single lever faucet or equal, pull out spray or VOP standards.
- 15.8. Stacked Washer/dryer service – Provide and Install the combined unit Frigidaire FFLE40C3Q (or equal) Provide recessed metal washer box in back wall with valves, hammer arrestor, drain. Provide a FULL HEIGHT WALL RECESS TO PERMIT THE UNIT TO BE PUSHED DIRECTLY TO THE WALL) Use only a top loading washer for safety (front loading washers are more energy efficient but are not safe for children)
- 15.9. Provide remote washer isolation valve in addition to the washer box, provide additional isolation valves with ball valve quick shut off levers. This is required because the washer box is inaccessible behind a screwed – in-place access panel. Locate remote visible and easily accessed location to encourage staff to shut off on weekends.
- 15.10. SS Kitchen Sinks w drainboard (x2) – top mount, twin bowl, ledge back kitchen sink with integral drainboard, to fit inside 34” wide base cabinet (Blanco or equal). Confirm gauge with VOP
- 15.11. SS single sinks w. drainboard (x2) – nom. 20” x 20” x 8”, top mount, single bowl, ledge back, with integral drainboard to fit inside 24” base sink cabinet. (Blanco or sim.). No drainboard at child change counter.
- 15.12. SS single utility sinks (x2) – child washroom change counters, nom. 20” x 20” x 8”. No drainboard to fit inside 24” base sink cabinet. Back ledge mount faucets.
- 15.13. SS single shallow kitchen sinks(x2) – child low art counters – 5- 6” deep kitchen sink intended for accessible kitchen design. Surface mount with ledge. Mount sideways for tap to side if dimensions permit.
- 15.14. Dishwasher Rough-ins – including water hammer arrestor, ¾” flex hose connection. See also cut sheet for semi-commercial Miele dishwashers.
- 15.15. Hot water tank – or tanks as required. 140 dg F outlet temp or higher for control of Legionella. Location to be determined at shop drawing. Drained, seismic bracing. See mechanical if other options.
- 15.16. Janitorial Floor basin and wall faucet – 24” x 24” plastic, SS wall liner. Wall braced wall faucet with hose. Mop hangers

-
- 15.17. Main solenoid shut off – Domestic water supply shut off solenoid located adjacent lighting switches at a single main exit to each building. Do not use “smart” device. Use only a simple manual on/off switched solenoid. Water hammer arrestor as required.
 - 15.18. Hose wall hydrant – At canopy , residential type wall bib mounted at 30” above grade.
 - 15.19. Irrigation – provide separate water supply for landscape irrigation system including power for controller. Location to be determined.
 - 15.20. Floor Drain- in child washrooms for frequent toilet flooding. Light duty trap, nickel grate and frame, 5’ x 5”, 3 drain line, for installation into wood deck with vinyl flooring, trap primer, sediment bucket. (Zurn FD2). Coordinate with flooring to ensure no rise around installation – installation will be tested with water flooding.
 - 15.21. Counter sink cut-outs – Plumbing contractor is responsible for waterproofing edge of counter cut outs with full-face coat of penetrating epoxy, silicon or polyurethane sealant. This will be inspected and re & re of sinks required if not done.

16. MECHANICAL

- 16.1. Mechanical–. Provide complete design with heat pump technology and supplemental base board heaters for peak loads, system and commissioning, electrical supplies to equipment, electrical connections to factory and site installed units, coordination for remote controls and monitoring.
- 16.2. Controls, thermostats, sensors including devices and wiring, programmable thermostats, timers
- 16.3. Heating and Cooling
 - Energy efficiency standards meeting Step 3 of the BC Energy Step Code
 - Design to meet efficiency standard ASHRAE 90.1
 - Design to meet thermal comfort standard ASHRAE 55.1. Cooling to an additional 2 deg C. to the BCBC 97.5% Warm Month Design. Temperature and design for 90 CDD
 - Provide enhanced filtration with static pressure and capacity for HEPA filter pack and installation of UV sanitization.
 - Two rooms used for napping in the daycare must be on independent controls and cooled to 20 deg. C.
 - Wall mounted or ground mounted systems with either under floor or ceiling ducting. Be aware of easement, fire access, and setback lines. Internal furnaces will also be considered, but minimum licensable areas must be maintained.
- 16.4. Ventilation – for anticipated daily occupancy of 50 children and 6 adults. Additional adults during pickup and drop off.
- 16.5. Ducting – located typically above T-bar. If not above T-bar in those spaces identified, install into a bulkhead or use exposed painted spiral ducting arranged for neat runs and appearance. Alternative underfloor insulated ducting also acceptable. Exposed ducting shall use grills and transitions intended for visible locations. Insulate where required. Grills and dampers. Air seal joints. Coordinate and provide undercuts to doors as required. Firestopping and dampers as required.

Include dryer ducting in both cubby areas. This is to dry outdoor clothing in rainy seasons.
- 16.6. Washroom Exhausts:
 - Thru ‘wall exhaust grill: (x3) – Washroom is open and ceiling exhaust is ineffective. Provide. 80 CFM to wall grill at 10rench10 42” AFF located at source of smell at change counter beside sink and on wall behind toilets.

- Ceiling Mounted exhaust grill– (x1) 50 cfm in Janitorial/Utility. (x1) 80 cfm in Accessible toilet room
- 16.7. Range Hood (x2) – owner supplied; contractor installed. Over the range (OTR) combined Microwave and fan, 30” wide mounted as low as permitted in manufacturer instructions. Mount in cabinet above 30” range.
- 16.8. Wall insert heater – 2 kw with wall thermostat, in each cubby room as part of supplemental heating for mechanical system. Quick response remote thermostat located to respond to door drafts.
- 16.9. Color exterior hoods and grills –match cladding.
- 16.10. Fire extinguisher – 5# ABC, provided and installed by contractor. One by each kitchen, and one on route to each exit. Surface mount, no cabinet.

17. APPLIANCES

Supplied and delivered by Owner, installed by Contractor. All appliances white. Contractor is responsible to obtain cut sheets from Owner and coordinate millwork with appliances. See interior sketches.

Prefer sink against a full wall to stop any sharps falling off the back of the cabinet, same with cooker for safety issues.

Require open countertop space in view of the classrooms for teacher items/classroom paperwork. Prefer countertop space on lower portion of the kitchen with uppers.

Prefer dishwashers across from each other. Daycare has relationship for commercial dishwashers with Dunlevy.

- 17.1. Kitchen Ranges (x1) 30” standard coil top and self-cleaning oven, electric. (alternative price for more energy efficient induction)
- 17.2. Refrigerators – confirm sizing. Swing door 30” at 3/5 daycare. (x1) 36” double french door 36” at preschool for multiple programs. 2 x Fridge/Freezer combos needed in Kitchen. Required for easy access to ice packs.
- 17.3. Standup Freezer – (x1) located in storage/utility room
- 17.4. Semi Commercial Dishwasher – (x 2) one each daycare, 208-volt, single phase, 30 amp, Nexus by Moyer Diebel,
- 17.5. Stacked washer/dryer – (x1) Washer to be top load Samsung. (Top load washer is mandatory for child safety)
- 17.6. Countertop Microwave – installed into upper cabinet. Confirm location, size and locate power as required.

18. MILLWORK

- 18.1. Grade – Millwork to AWMAC “Custom” grade. Flush face. VOP staff will undertake factory and final review. NO AWMAC warranty required.
- 18.2. Shop Drawings – Prepare shop drawings. Childcare consultant is available for meeting

before preparation of shop drawings to review work required, level of detail of shop drawings required to confirm function, specific items that may not require shop drawings or items that require further detail sketches to explain function and intent.

- 18.3. Millwork Panels & doors – Melamine Board unless noted otherwise. Wood grain melamine typical. Warm or neutral tone wood grain. Specific locations of white melamine or bright color painted MDF doors as noted on interior elevations.
- 18.4. Cabinet boxes – White melamine cabinet interior. Open cabinets match exterior. See elevations.
- 18.5. PVC edge banding – match, 2.5mm. Ease edges as raw edges can cut.
- 18.6. Pulls – 4” SS wire pulls typical. 16” SS wide pulls at wide drawers.
- 18.7. Hinges and drawer sliders- Institutional grade hinges to 110 deg, min $\frac{3}{4}$ extension drawers
- 18.8. Safety Edges – All exposed corners or edges must be eased or beveled for safety. Ease the PVC edging tape. Ease or pencil edge wood edges.
- 18.9. Counter tops and interior sills as noted
 - Preformed: forming grade P. Lam, on shaped panel with integral cove and waterfall edge. Safety corner at outside corners or
 - Self-edge: Horizontal grade P. Lam on waterproof ply., Corian front face with radiused top and bottom edge, safety corner at exposed corners (see details), Backsplash, self-edge or corian strip or as noted
 - Counter safety corner –. Corian. Beveled and radiused in plan
- 18.10. Elect Panel covers – Provide hinged melamine board or painted MDF covers to sub panels.
- 18.11. Seismic safety –
 - At upper cabinet doors: provide safety catch to act as a seismic restraint of door.
 - Standard open shelf lip – clear $\frac{1}{4}$ ” thick plexi, 1 $\frac{3}{8}$ ” wide strip face mounted (upstand $\frac{3}{4}$ ”) with round head screws, rough sand sharp edges and corner Leave 3” space at either side to allow for cleaning of shelf.
 - High open shelf lip – as above, 1-5/8” wide strip (upstand 1”)

PART 2.0 – EXECUTION

Throughout execution Contractor is to ensure the existing operating daycare remains accessible, and fire access is maintained during construction. Safety is paramount.

2.1 Workmanship

Keep site well drained, manage erosion and sediment control to applicable government standards.

Clean up immediately any construction materials, earth or debris on pavement, or pedestrian paths.

Dispose of materials safely and in line with environmental best practices.

2.2. Work Site Requirements

The Village Inspector may be on-site at regular intervals in addition to permit inspections.

Site fencing will be installed by the contractor and will be kept locked outside of work hours.

Site safety plan will be developed and approved by the Village of Pemberton and existing Daycare prior to execution of site work.

Contact information for the Contractor's Superintendent shall be displayed on Work Site signage. Signage will be placed at site gates to inform the public about the project and any safety considerations.

Construction activities shall only occur between the hours of 7am – 8pm Monday to Saturday, and between 10am – 4pm on Sunday and Public Holidays

The Work Site will be cleaned up with all materials stored, garbage in bear-proof containers and/or removed from Site at the end of each day.

Any standing water shall be drained.

Fire access to/from the existing structure shall be maintained and available at all times.

Access to the existing Daycare facility shall be free of debris, maintained and coordinated with the Child Care Operators.

2.3 Acceptance and Village Possession of the Modular Daycare Building

The Modular Daycare Building will be accepted from the Contractor when the following conditions are met:

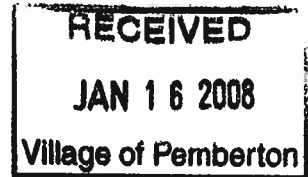
- Obtain Contract Administrator approval of completed Modular Daycare Building.
- The completed Modular Daycare Building will have obtained (documented) Substantial Completion
- The Contract Administrator will provide a list of deficiencies, as needed, prior to final completion and handover.

2.4 Site Clean-Up

Upon completion of the work, and daily, remove all containers, surplus materials, and installation debris, etc. Project area must be left in a clean and orderly condition.

END OF SECTION

APPENDIX E – 2008 GEOTECHNICAL REPORT (EXISTING DAYCARE
CONSTRUCTION)



M E M O R A N D U M

To: Eric Prall
Pemberton Childcare Society

Date: September 7, 2006

From: Brian Nakai / David Tara

File: 19-4976-0

PEMBERTON DAYCARE

This memo provides our geotechnical report for the above project. Use of this report is subject to the attached Statement of General Conditions.

1. INTRODUCTION

We understand that the above facility will be constructed at the northeast corner of Lot 15. The building site is located about 100 m north of Portage Road and 50 m east of Cottonwood Street, as shown on the enclosed plan. The building will be a one-storey wood frame structure with a heated crawl space below at El. 208.4 m Geodetic. Exterior grades will be about El. 208.7 m. The overall dimensions of the building are about 43 by 12 m.

The scope of our work is to provide geotechnical engineering input for site preparation based on existing knowledge of site conditions and provide recommendations for design of foundations.

2. BACKGROUND

Thurber Engineering Ltd. (TEL) conducted a geotechnical investigation at Lot 15 for the Village of Pemberton in 1981. Our investigation comprised 5 test holes distributed over the property. The location of the nearest test hole (TH 81-4) is shown on enclosed plan and the test hole log is attached.

In 1992, TEL prepared a preload drawing for a proposed ice arena and meeting hall. The preload was placed and TEL was provided with the settlement gauge readings for the approximately 5-month monitoring period. An as-built topographic plan for the preload was prepared by Hermon Bunbury and Oke (HBO). Comparison of the HBO drawing to the the site plan you provided indicates that the 1992 preload covered the southwest portion of the proposed daycare building footprint.





The arena project did not proceed, and the preload remained in place for a few years. The fill was reconfigured at some time, but we do not have any details of when or how this work was completed.

Site topography prior to recent site preparation activities is shown on the topographic survey plan prepared by Doug Bush Survey Services Ltd. (Bush) dated March 21, 2005, which forms the base for our enclosed plan. The site was relatively level at about El. 208.5 m.

3. RECENT SITE PREPARATION

As noted above, the daycare site was partly within the area of the 1992 preload. However, site grade at the northeast corner of the proposed building was El. 206.3 m at that time. We previously recommended that the north portion of the daycare footprint should be preloaded.

Site preparation and preload placement was completed recently by RMT Contracting. We understand from Greg Stratton of RMT that the existing fill below the northeast corner of the building was of questionable quality. This fill was subexcavated to a depth of about 2 m and replaced with compacted granular fill. Preload was then placed over the north portion of the daycare site. The dimensions and elevation of the preload will be surveyed by Bush. Two settlement gauges were installed and will be read at 1 week intervals.

4. SOIL CONDITIONS

The log of TH 81-4 indicates that native soils at the site comprise about 6 m of compressible sandy silt, organic silt and silt, underlain by sands. Review of the other test hole logs for Lot 15 indicates that the total thickness of compressible silts ranged from about 5 to 7.5 m in the 5 test holes.

The original grade at this location was about El. 206.3 m. Thus, there is about 2 m of granular fill below the building site.

5. FOUNDATION RECOMMENDATIONS

The structure can be founded on spread footings designed for an allowable bearing pressure of 100 kPa subject to minimum widths of 450 and 600 mm for strip and column footings, respectively. The exposed bearing surface should be compacted and inspected by TEL to confirm that conditions conform to those assumed for design. Footing settlement should be less than 15 mm under initial loading, and subsequent long-term





settlement should be less than about 25 mm. This latter value will be confirmed by the results of the preload settlement monitoring data.

Exterior footings should be at least 1.2 m below exterior grades for frost protection. Lower depth of cover of 600 mm can be used for interior footings.

Conventional perimeter drains and a vapour barrier should be provided.

We trust this information will be sufficient for your present needs. Should any questions arise, please do not hesitate to call us.

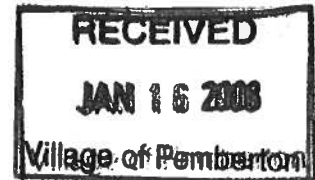




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STATEMENT OF GENERAL CONDITIONS



1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering or environmental consulting practices in this area. No other warranty, expressed or implied, is made.

2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF REPORT

The Report has been prepared for the specific site, development, design objectives and purposes that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document, subject to the limitations provided herein, are only valid to the extent that this Report expressly addresses proposed development, design objectives and purposes, and then only to the extent there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation or to consider such representations, information and instructions.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming part of the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT AND SUCH USE SHALL BE ON SUCH TERMS AND CONDITIONS AS WE MAY EXPRESSLY APPROVE. The contents of the Report remain our copyright property. The Client may not give, lend or, sell the Report, or otherwise make the Report, or any portion thereof, available to any person without our prior written permission. Any use which a third party makes of the Report, are the sole responsibility of such third parties. Unless expressly permitted by us, no person other than the Client is entitled to rely on this Report. We accept no responsibility whatsoever for damages suffered by any third party resulting from use of the Report without our express written permission.

5. INTERPRETATION OF THE REPORT

- a) Nature and Exactness of Soil and Contaminant Description: Classification and identification of soils, rocks, geological units, contaminant materials and quantities have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature. Comprehensive sampling and testing programs implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and the Client and all other persons making use of such documents or records with our express written consent should be aware of this risk and this report is delivered on the express condition that such risk is accepted by the Client and such other persons. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.
- b) Reliance on Provided Information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the Report as a result of misstatements, omissions, misrepresentations, or fraudulent acts of the Client or other persons providing information relied on by us. We are entitled to rely on such representations, information and instructions and are not required to carry out investigations to determine the truth or accuracy of such representations, information and instructions.

(see over)



INTERPRETATION OF THE REPORT (*continued*)

- c) Design Services: The Report may form part of the design and construction documents for information purposes even though it may have been issued prior to the final design being completed. We should be retained to review the final design, project plans and documents prior to construction to confirm that they are consistent with the intent of the Report. Any differences that may exist between the report recommendations and the final design detailed in the contract documents should be reported to us immediately so that we can address potential conflicts.
- d) Construction Services: During construction we must be retained to provide field reviews. Field reviews consist of performing sufficient and timely observations of encountered conditions to confirm and document that the site conditions do not materially differ from those interpreted conditions considered in the preparation of the report. Adequate field reviews are necessary for Thurber to provide letters of assurance, in accordance with the requirements of many regulatory authorities.

6. RISK LIMITATION

Geotechnical engineering and environmental consulting projects often have the potential to encounter pollutants or hazardous substances and the potential to cause an accidental release of those substances. In consideration of the provision of the services by us, which are for the Client's benefit, the Client agrees to hold harmless and to indemnify and defend us and our directors, officers, servants, agents, employees, workmen and contractors (hereinafter referred to as the "Company") from and against any and all claims, losses, damages, demands, disputes, liability and legal investigative costs of defence, whether for personal injury including death, or any other loss whatsoever, regardless of any action or omission on the part of the Company, that result from an accidental release of pollutants or hazardous substances occurring as a result of carrying out this Project. This indemnification shall extend to all Claims brought or threatened against the Company under any federal or provincial statute as a result of conducting work on this Project. In addition to the above indemnification, the Client further agrees not to bring any claims against the Company in connection with any of the aforementioned causes.

7. SERVICES OF SUBCONSULTANTS AND CONTRACTORS

The conduct of engineering and environmental studies frequently requires hiring the services of individuals and companies with special expertise and/or services which we do not provide. We may arrange the hiring of these services as a convenience to our Clients. As these services are for the Client's benefit, the Client agrees to hold the Company harmless and to indemnify and defend us from and against all claims arising through such hirings to the extent that the Client would incur had he hired those services directly. This includes responsibility for payment for services rendered and pursuit of damages for errors, omissions or negligence by those parties in carrying out their work. In particular, these conditions apply to the use of drilling, excavation and laboratory testing services.

8. CONTROL OF WORK AND JOBSITE SAFETY

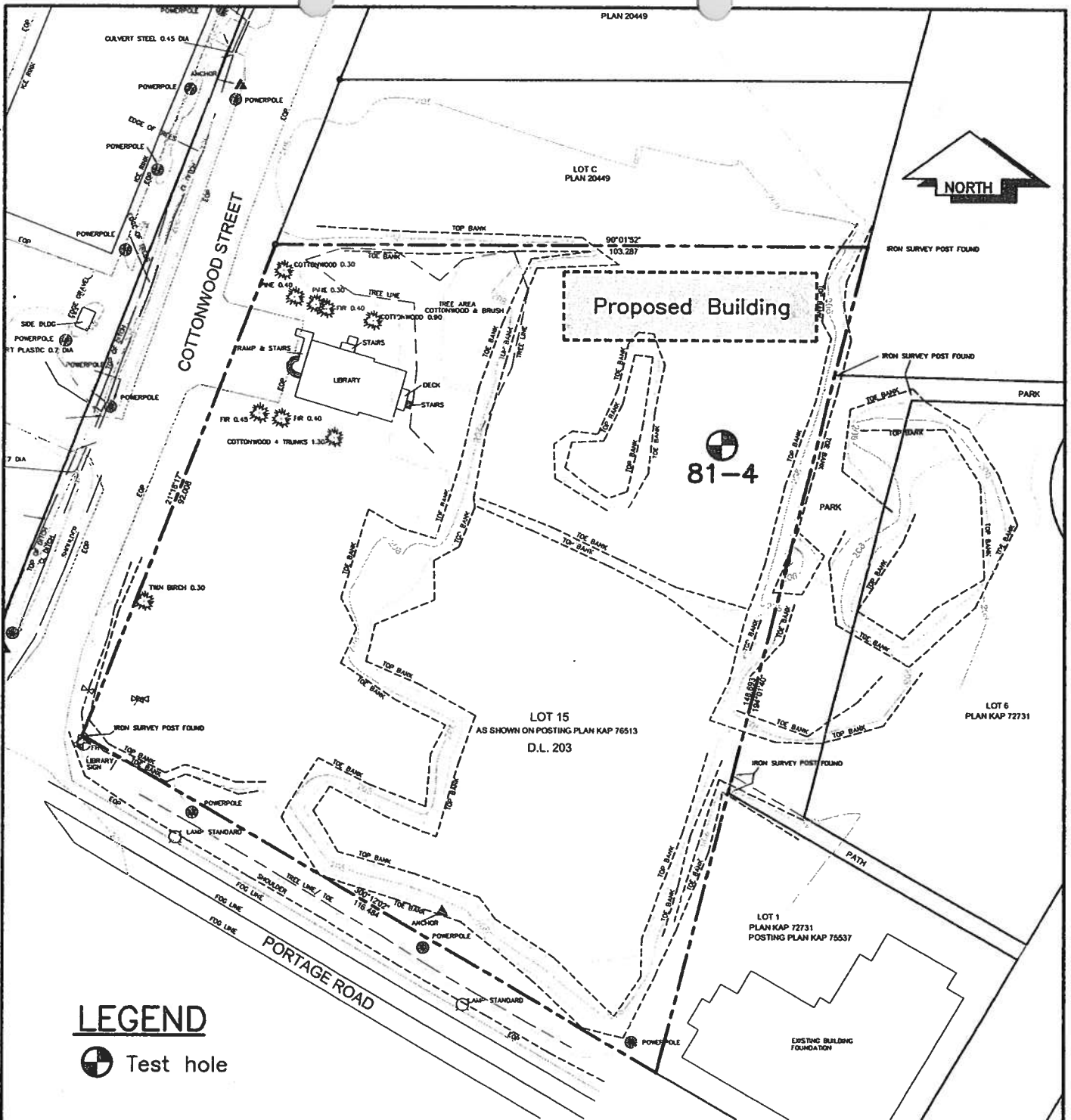
We are responsible only for the activities of our employees on the jobsite. The presence of our personnel on the site shall not be construed in any way to relieve the Client or any contractors on site from their responsibilities for site safety. The Client acknowledges that he, his representatives, contractors or others retain control of the site and that we never occupy a position of control of the site. The Client undertakes to inform us of all hazardous conditions, or other relevant conditions of which the Client is aware. The Client also recognizes that our activities may uncover previously unknown hazardous conditions or materials and that such a discovery may result in the necessity to undertake emergency procedures to protect our employees as well as the public at large and the environment in general. These procedures may well involve additional costs outside of any budgets previously agreed to. The Client agrees to pay us for any expenses incurred as the result of such discoveries and to compensate us through payment of additional fees and expenses for time spent by us to deal with the consequences of such discoveries. The Client also acknowledges that in some cases the discovery of hazardous conditions and materials will require that certain regulatory bodies be informed and the Client agrees that notification to such bodies by us will not be a cause of action or dispute.

9. INDEPENDENT JUDGEMENTS OF CLIENT

The information, interpretations and conclusions in the Report are based on our interpretation of conditions revealed through limited investigation conducted within a defined scope of services. We cannot accept responsibility for independent conclusions, interpretations, interpolations and/or decisions of the Client, or others who may come into possession of the Report, or any part thereof, which may be based on information contained in the Report. This restriction of liability includes but is not limited to decisions made to develop, purchase or sell land.

September 7, 2006

PLAN 20449



LEGEND

⊕ Test hole

NOTES

1. Test hole location is approximate.
2. Base plan taken from Doug Bush Survey Services Ltd.'s Dwg. No. 05026E (Job No. J05052) dated March 21, 2005.

DESIGNED	BN
DRAWN	KM
DATE	September 7, 2006
APPROVED	
SCALE	1:1000

Pemberton Childcare Society

SITE PLAN

RECEIVED

JAN 16 2008

Village of Pemberton

Pemberton Daycare

Pemberton, B.C.

THURBER

DWG. NO.
19-4976-0-1

VED02065.DWG



RECEIVED
FEB 12 1962
U.S. AIR FORCE

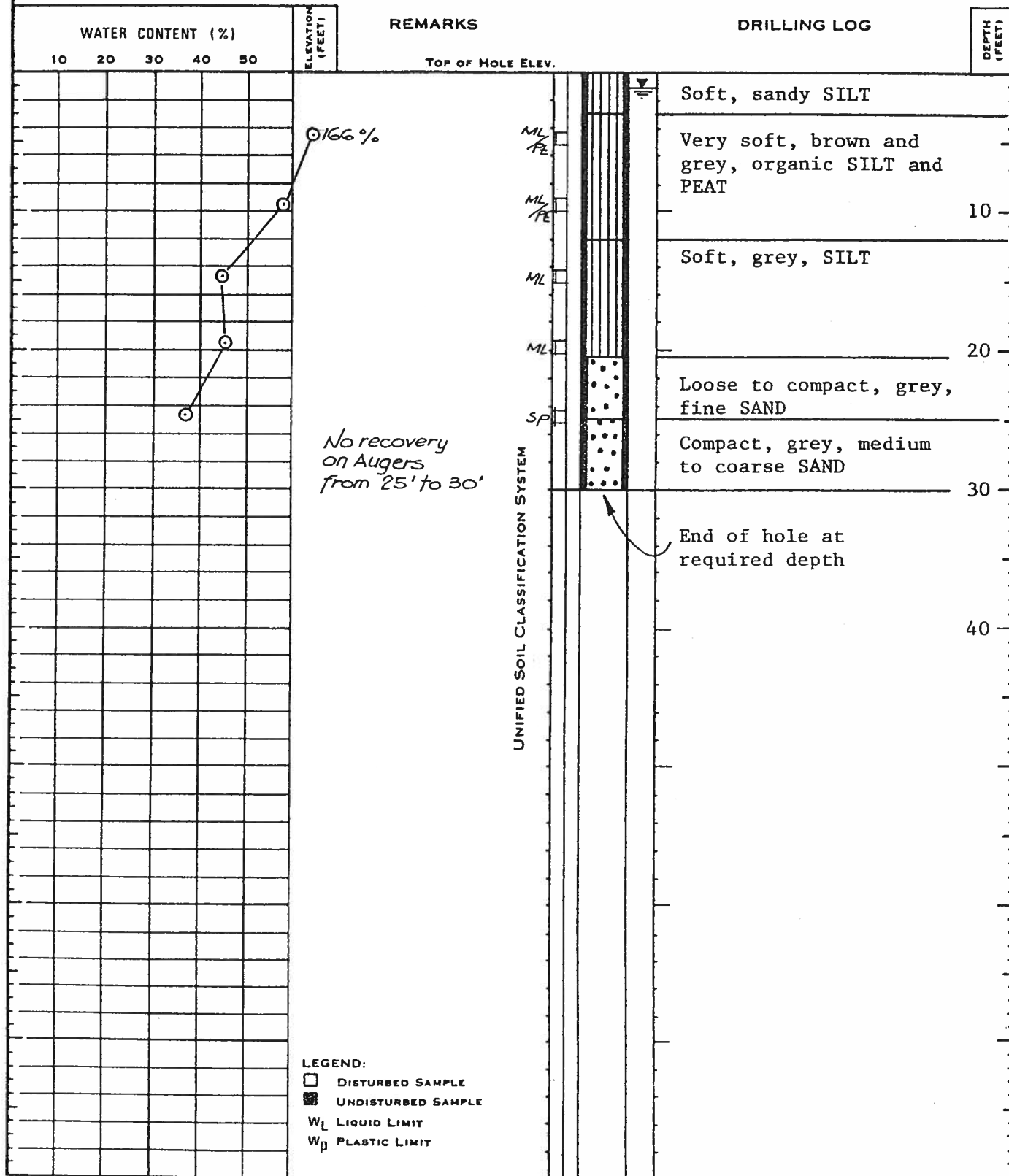
THURBER CONSULTANTS LTD.
Geotechnical Engineers
LOG OF TEST BORING

TEST HOLE NO.

81-4

LOCATION See Test Hole
Location Plan
(Dwg. No. 14-37-0-1)

PROJECT Pemberton
Community Hall
DATE Nov. 18, 1981
METHOD Power Auger
DRILLER SDS Drilling





[Faint, illegible text or markings at the bottom center of the page.]

APPENDIX F – 2022 GEOTECHNICAL INVESTIGATIONS – PRELIMINARY COMMENTARY

Preliminary Geotechnical Comments following August 8, 2022 Site Investigations

- (1) Based on the relatively light loads and thickness of rock fill below the site,
- (2) Do not expect much foundation prep required
- (3) Preload is not an option due to lead time required to relocate existing infrastructure
- (4) August 2022 investigations: auger hit refusal in the fill at most locations, this site may be as straightforward as achieving frost protection and compacting the fill in place. Piles likely won't work but likely not required anyhow.
- (5) Based on preliminary review, it appears to be Site Class F (design for Site Class E) however, upon closer analysis, Site Class D may be justifiable. we will update you. Main thing with this is that foundations need to be tied together in no less than two direction per BCBC.

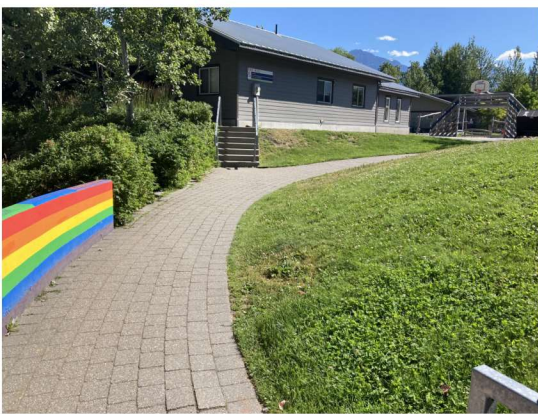
Note: above comments are PRELIMINARY ONLY and are provided solely to facilitate early stage bid development. FULL REPORT WITH RECOMMENDATIONS is forthcoming; by submitting bid Proponent confirms they have reviewed and considered the full report.

APPENDIX G – 2022 GEOTECHNICAL INVESTIGATIONS –
FULL REPORT & RECOMMENDATIONS

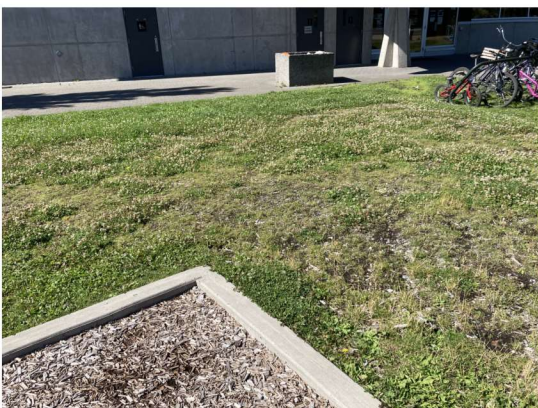
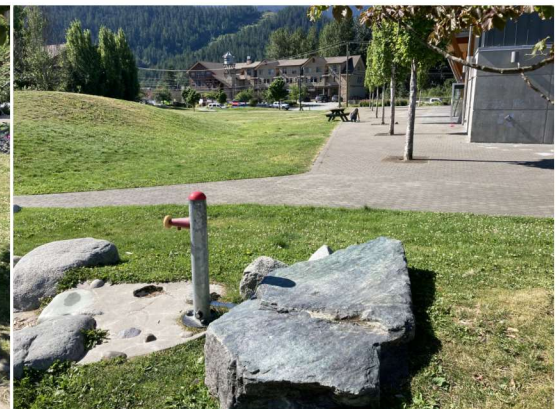
Full Report with Recommendations

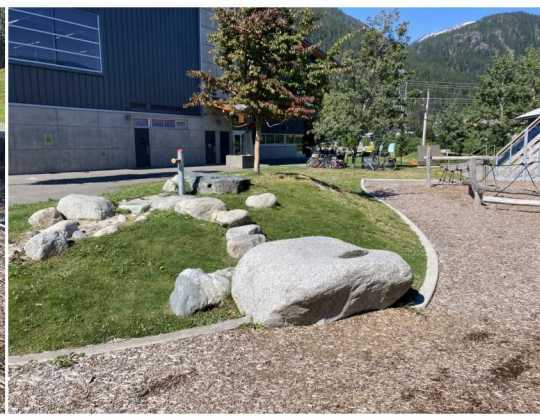
[placeholder, report to be issued as bid addendum when available, based on August 8, 2022 site investigations]

APPENDIX H – SITE PHOTOS









Children's Nature Play Park

The Nature Play Park is designed to expand the outdoor learning opportunities of the Community Centre. The park will provide a safe and fun environment for children to explore and learn about nature. The park will be a place where children can play, learn, and grow.

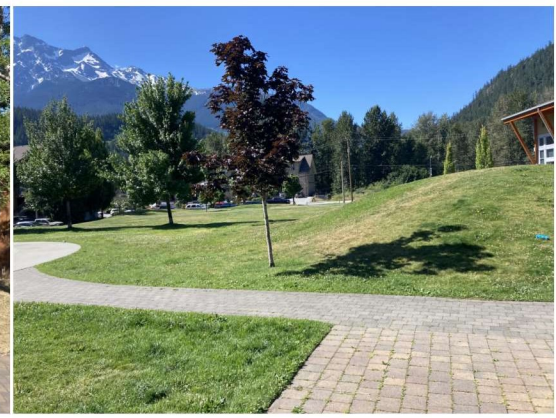
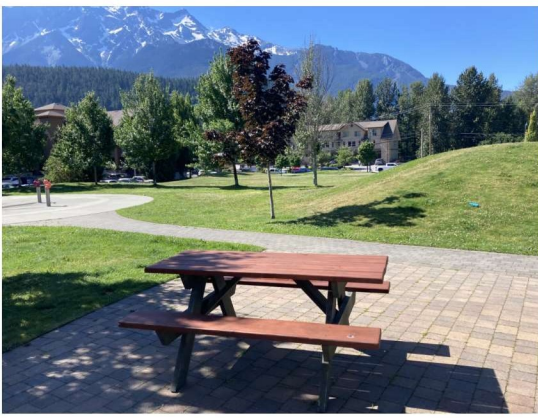
Design:

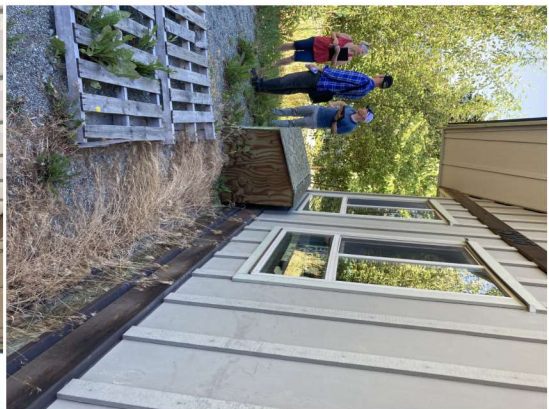
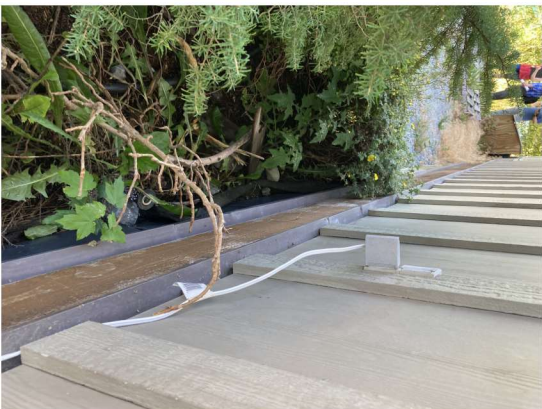
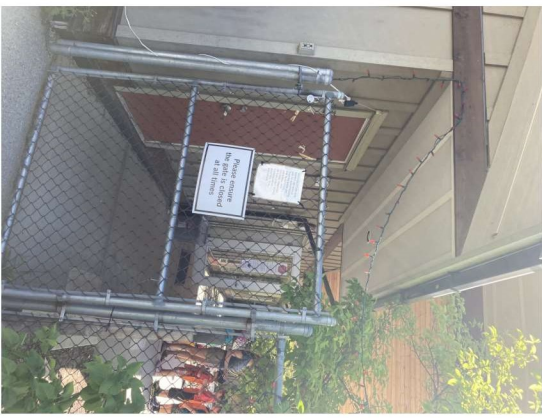
The first phase of the project involves the addition of a reading circle, an outdoor classroom, and a perimeter fence. Funding is being sought to complete the design and construction of the park. The park will be a place where children can play, learn, and grow.

Funded by:

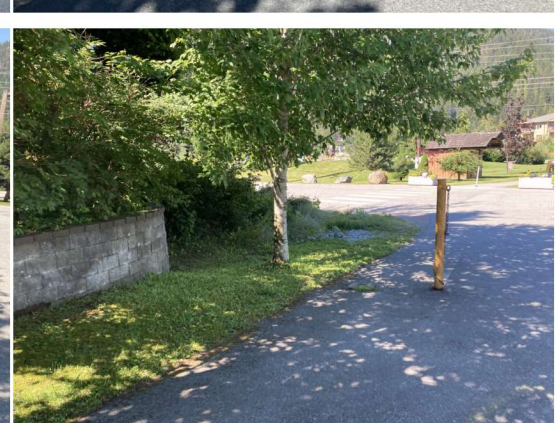
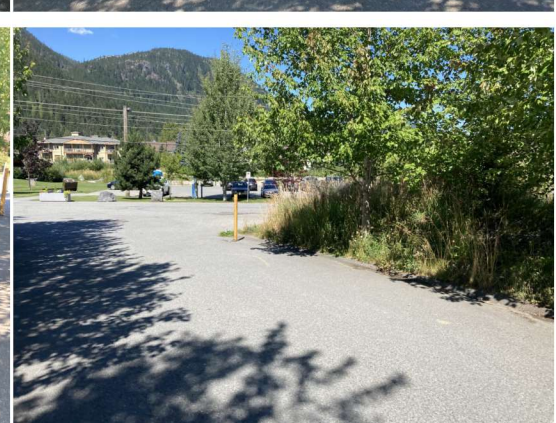
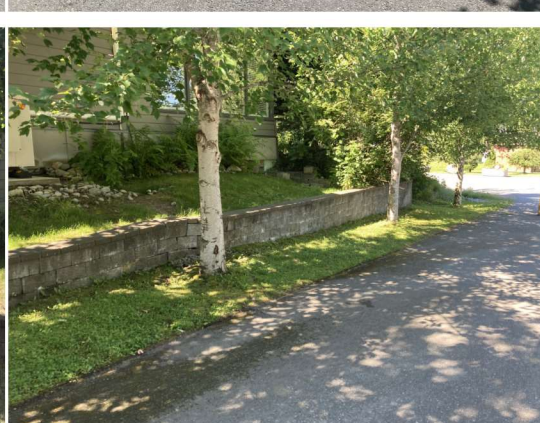
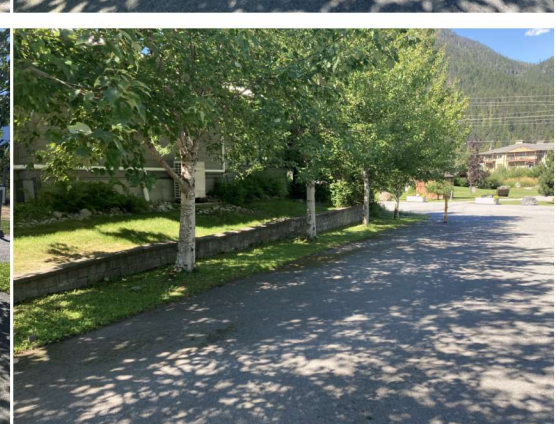
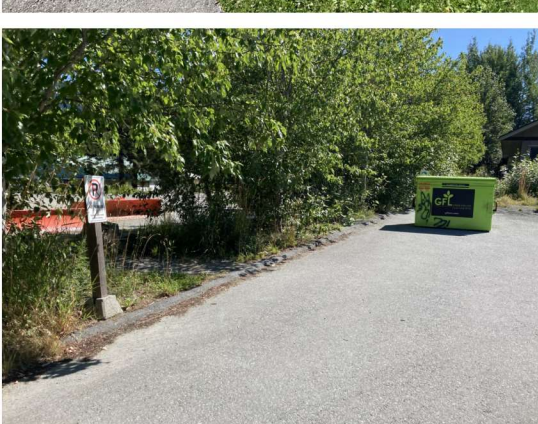
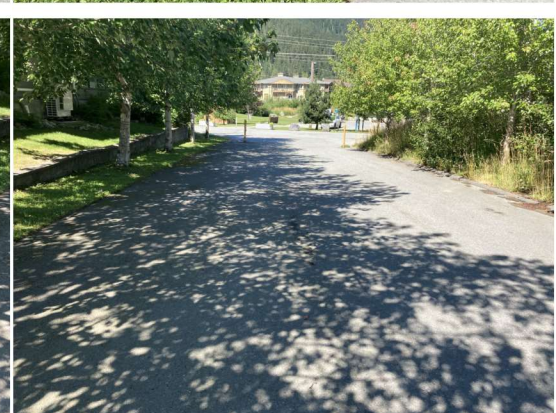
- Canada
- British Columbia
- Fraser Health
- Fraser Valley Regional District
- Fraser Valley Health Services
- Fraser Valley Regional District
- Fraser Valley Health Services
- Fraser Valley Regional District
- Fraser Valley Health Services

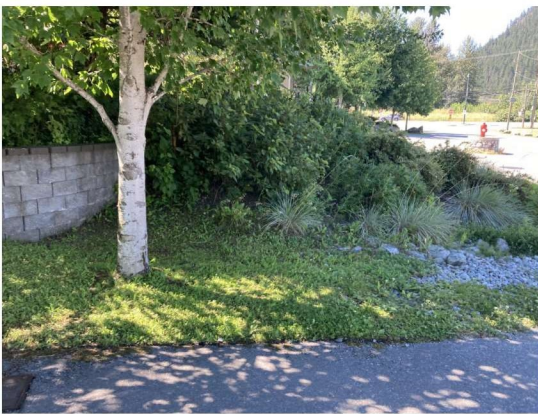














APPENDIX I – FORM OF CONTRACT - CCDC 14

CCDC 14

Design-Build Stipulated Price Contract

2 0 1 3

Name of Work

Apply a CCDC 14 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

Public-Sector Owners

Private-Sector Owners

*The Association of Consulting Engineering Companies-Canada

*The Canadian Construction Association

*Construction Specifications Canada

*The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

This document has also been endorsed by the Canadian Design-Build Institute.



Comments and inquiries should be directed to:
Canadian Construction Documents Committee
1900-275 Slater Street
Ottawa, ON
K1P 5H9
613 236-9455
info@ccdc.org
ccdc.org

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TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

- A-1 Design Services and the Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Documents
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Design-Builder
- Design Services
- Drawings
- Notice in Writing
- Other Consultant
- Owner
- Owner's Advisor
- Owner's Statement of Requirements
- Payment Certifier
- Place of the Work
- Product
- Project
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

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 Confidentiality

PART 2 OWNER'S RESPONSIBILITIES

- GC 2.1 Owner's Information
- GC 2.2 Role of the Owner
- GC 2.3 Owner's Advisor
- GC 2.4 Role of the Payment Certifier
- GC 2.5 Owner's Review of the Design and the Work
- GC 2.6 Work by Owner or Other Contractors

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

- GC 3.1 Control of the Design Services and the Work
- GC 3.2 Design-Builder's Review of Owner's Information
- GC 3.3 Role of the Consultant
- GC 3.4 Other Consultants, Subcontractors, and Suppliers
- GC 3.5 Construction Documents
- GC 3.6 Design Services and Work Schedule
- GC 3.7 Supervision
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Non-Conforming Design and Defective Work

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Deferred Work
- GC 5.9 Non-conforming Design Services and Work

PART 6 CHANGES IN THE CONTRACT

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 RIGHT TO SUSPEND OR TERMINATE

- GC 7.1 Owner's Right to Suspend the Design Services or Terminate the Contract Before the Work Commences
- GC 7.2 Owner's Right to Perform the Design Services or Work, Terminate the Design-Builder's Right to Continue with the Design Services or Work, or Terminate the Contract
- GC 7.3 Design-Builder's Right to Suspend the Design Services or Work, or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Negotiation, Mediation and Arbitration
- GC 8.2 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances and Materials
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

- GC 12.1 Definition and Survival
- GC 12.2 Indemnification
- GC 12.3 Limitation of Liability for Design Services
- GC 12.4 Waiver of Claims
- GC 12.5 Warranty

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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of _____ in the year _____ .

by and between the parties:

hereinafter called the "*Owner*"
and

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The *Design-Builder* shall:

- 1.1 provide the *Design Services*, and
- 1.2 perform the *Work* for

insert above the name of the Work

located at

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

insert above the name of the Consultant

is acting as, and is hereinafter called, the "*Consultant*", and for which

insert above the name of the Payment Certifier

is acting as, and is hereinafter called the *Payment Certifier*, and for which

insert above the name of the Owner's Advisor

is acting as, and is hereinafter called the *Owner's Advisor**,
(*Strike out if none appointed)

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1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work* by the _____ day of _____ in the year _____ .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement Between *Owner* and *Design-Builder*
- Definitions in this *Contract*
- General Conditions of this *Contract*
- *Owner's Statement of Requirements*, consisting of the following (list those written requirements and information constituting those documents intended to comprise the *Owner's Statement of Requirements*):

- *Construction Documents*

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents, e.g. Supplementary Conditions; Proposals; Specifications (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); Drawings (giving drawing number, title, date, revision date or mark); Addenda (giving title, number, date).*

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Design-Builder* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 Amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ percent (_____ %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* the unpaid balance of the holdback amount when due, together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Design-Builder* the unpaid balance of the *Contract Price* when due, together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party 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

(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.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

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- 6.3 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.
- 6.4 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.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

Address

facsimile number

email address

Design-Builder

*name of Design-Builder**

Address

facsimile number

email address

Owner's Advisor**

*name of Owner's Advisor**

Address

facsimile number

email address

* If it is intended that the notice must be received by a specific individual, indicate that individual's name.
 ** Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 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.

*** Complete this statement by striking out the inapplicable term.

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7.2 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.

ARTICLE A-8 SUCCESSION

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

In witness whereof the parties hereto have executed this Agreement 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 and title of person signing

signature

name of person signing

WITNESS

DESIGN-BUILDER

name of Design-Builder

signature

signature

name of person signing

name and title of person signing

signature

name of person signing

- N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls 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) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

Construction Equipment

Construction Equipment means machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity 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 Work* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

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-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK from the date of the Agreement to the date of *Substantial Performance of the Work*.

Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

Design Services

Design Services are the professional design and related services required by the *Contract Documents*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Construction Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Other Consultant

Other Consultant is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

Owner

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

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Owner's Advisor

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

Owner's Statement of Requirements

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Payment Certifier

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Design-Builder* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Construction Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the necessary services for the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. 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* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Owner* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Design-Builder* to supply *Products*.

Temporary Work

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

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the federal or any provincial or territorial government and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Design-Builder* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

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 Work*.

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GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 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 *Design-Builder*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Owner's Statement of Requirements*,
 - the *Construction Documents*,
 - .2 later dated documents shall govern over earlier documents of the same type, and
 - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *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 hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* under the *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 to in writing.

GC 1.4 ASSIGNMENT

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

GC 1.5 CONFIDENTIALITY

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

PART 2 OWNER'S RESPONSIBILITIES

GC 2.1 OWNER'S INFORMATION

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

GC 2.2 ROLE OF THE OWNER

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant, an Other Consultant, a Subcontractor, or a Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

GC 2.3 OWNER'S ADVISOR

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder, the Consultant, Other Consultants, Subcontractors, Suppliers, or their agents, employees or other persons performing any portion of the Design Services or the Work*.

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- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed is in accordance with the requirements of the *Contract Documents*. If the *Work* is not in accordance with the requirements of the *Contract Documents*, the *Design-Builder* shall correct the *Work* and pay the cost of examination and correction. If the *Work* is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay all costs incurred by the *Design-Builder* as a result of such examination and restoration.

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GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Design Services* and the *Work*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Design Services* and the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Owner* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Design Services* or with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
 - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

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- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or, completed, the *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

GC 3.3 ROLE OF THE CONSULTANT

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

- 3.4.1 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
1. enter into contracts or written agreements with *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
 2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
 3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
 4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

GC 3.5 CONSTRUCTION DOCUMENTS

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- 3.6.1 The *Design-Builder* shall:
- .1 promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
 - .2 monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

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GC 3.7 SUPERVISION

- 3.7.1 The *Design-Builder* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Design-Builder* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

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- 3.11.4 If, in the opinion of the *Owner*, it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the work performed under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Design-Builder's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and the actual cost of the work performed under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Design-Builder Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Design Services* and the *Work* progress.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

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- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
 - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Payment Certifier* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder* shall:
 - .1 submit an application for payment of the holdback amount,
 - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

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- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Design-Builder*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

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GC 5.8 DEFERRED WORK

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of work that cannot be performed, payment in full for that portion of the *Design Services* or *Work* which has been performed as certified by the *Payment Certifier* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portions of the *Design Services* and *Work* are finished, only such amount that the *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING DESIGN SERVICES AND WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE CONTRACT

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change.
- 6.2.2 When the *Owner* and *Design-Builder* agree to the adjustments in the *Contract Price* and *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Design-Builder's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

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- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Design-Builder*, for personnel:
 - (1) stationed at the *Design-Builder's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, coordination drawings, and project record drawings; or
 - (4) engaged in the processing of changes in the *Design Services* or in the *Work*;
 - .2 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Design-Builder's* field office;
 - .8 deposits lost;
 - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
 - .10 the amounts of all subcontracts;
 - .11 quality assurance such as independent inspection and testing services;
 - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
 - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
 - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .17 removal and disposal of waste products and debris; and
 - .18 safety measures and requirements.
- 6.3.8 Notwithstanding other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Owner* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Design-Builder's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.

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- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Design-Builder* discovers conditions at the *Place of the Work* which are:
 - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by:
 - .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
 - .2 fire, unusual delay by common carriers or unavoidable casualties, or
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
 then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

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incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* directly or indirectly.

- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Owner* no later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party, to give the other party the opportunity to take actions to mitigate the claim.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
 - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at regular intervals as agreed between the parties, submit further interim accounts 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.
- 6.6.5 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

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GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Design-Builder* *Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 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 *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.2.4 If the *Design-Builder* 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 the *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
 - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
 - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
 - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
 - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
 - .4 charge the *Design-Builder* the amount by which:
 - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
 - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
 - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

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GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.3.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
 - .2 make reasonable efforts to delay *Product* deliveries, and
 - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *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 Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, 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.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing*, setting out particulars of the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

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- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, appoint a Project Mediator:
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

GC 8.2 RETENTION OF RIGHTS

- 8.2.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.4.
- 8.2.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
 - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

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- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Design-Builder* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Design-Builder* shall:
- .1 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by legislation applicable to the *Place of the Work*, and
 - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Design Builder* or anyone for whom the *Design Builder* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

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- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided in paragraphs 9.2.7 or 9.2.8.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.

9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:

- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
- .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

9.5.1 If the *Design-Builder* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

- .1 the observing party shall promptly report the circumstances to the other party in writing, and
- .2 the *Design-Builder* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould.

9.5.2 If the *Owner* and *Design-Builder* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.

9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.2, and
- .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.

9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
- .2 reimburse the *Design-Builder* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
- .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

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.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Design-Builder* fails to advise the *Owner* in writing and fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes, the *Design-Builder* shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

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GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
 - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years.
 - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
 - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* 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 *Work*; or
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .7 The “all risks” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Design-Builder* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Design-Builder* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Design-Builder* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
 - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

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- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

GC 12.1 DEFINITION AND SURVIVAL

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

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GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, 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) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
 - (2) a breach of this *Contract* by the party from whom indemnification is sought; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 of the Agreement – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .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 12.2.2.1 and 12.2.2.2 shall apply.
- 12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.
- 12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.
- 12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Design-Builder's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:
- .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; and
 - .2 should any party be required as a result of its obligation to indemnify another to 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 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- 12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:
- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
 - .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

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GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .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 *Design-Builder* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
 - .4 damages arising from the *Design-Builder's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.5 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* 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 Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

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- .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.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 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.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.5 WARRANTY

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.

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