



REQUEST FOR PROPOSALS

**Title: Design–Build Cloverdale Fairgrounds
 Show Barn Structural Upgrade**

Reference No.: 1220-030-2019-028

TABLE OF CONTENTS

1. INTRODUCTION	4
1.1 Purpose of this RFP.....	4
1.2 Design Vision.....	4
1.3 Approach.....	4
1.4 Estimated Timeline	5
1.5 Definitions.....	5
2. INSTRUCTIONS TO PROPONENTS	6
2.1 Closing Time and Address for Proposal Delivery	6
2.2 Information Meeting and Place of the Work Site Tour	7
2.3 Data Room and Reference Information.....	7
2.4 Late Proposals.....	8
2.5 Amendments to Proposals.....	9
2.6 Inquiries.....	9
2.7 Addenda	9
2.8 Examination of Contract Documents and Place of the Work	10
2.9 Opening of Proposals	10
2.10 Status Inquiries.....	10
2.11 Acceptable Equivalentents	10
3. AFFORDABILITY	12
3.1 Package (Hard Copy)	12
3.2 Form of Proposal	12
3.3 Signature	12
4. EVALUATION AND SELECTION.....	13
4.1 Evaluation Team.....	13
4.2 Evaluation Criteria	13
4.3 Discrepancies in Proponent's Financial Proposal	13
4.4 Litigation.....	14
4.5 Additional Information	14
4.6 Negotiation of Contract and Award	14
5. GENERAL CONDITIONS	15
5.1 No Owner Obligation	15
5.2 Proponent's Expenses.....	15
5.3 No Contract	15
5.4 Conflict of Interest.....	15
5.5 Solicitation of Council Members, Owner's Staff and Owner's Consultants	15
5.6 Confidentiality	16
5.7 Copyright and Use of Information in Proposals	16
5.8 Reservation of Rights	17
5.9 Acceptance of Proposals	17

ATTACHMENT 1 – DRAFT CONTRACT19

SCHEDULE A – OWNER’S STATEMENT OF REQUIREMENTS53

SCHEDULE B – FORM OF PROPOSAL.....55

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose of this RFP

The City of Surrey (the “*Owner*”) invites proponents to provide a response on the form attached as Schedule B to Attachment 1 (the “*Proposal*”) to provide the *Design Services* and *Work* described in Schedule A to Attachment 1 (the “*Owner’s Statement of Requirements*”). The description of the *Design Services* and *Work* sets out the minimum requirements of the *Owner*. A person that submits a *Proposal* (the “*Proponent*”) should prepare a *Proposal* that meets the minimum requirements, and as it may choose, in addition, also include *Design Services* and *Work* or terms that exceed the minimum requirements. Proponents are invited to submit innovative solutions and the *Owner* encourages suggestion to improve this *Project*.

1.2 Design Vision

The Cloverdale Fairgrounds Show Barn building is located in Cloverdale Fairgrounds area at 17763 / 17835 – 62 Ave, Surrey BC. The 20,000 SF Cloverdale Fairgrounds Show Barn building is a pre-engineered metal building that was built in the eighties. The building has been used for various activities and events. The proposed structural upgrade is intended to create a more spacious and functional space that is suitable for ball hockey.

It is anticipated that the structural upgrade will create an open surface in the centre of the existing show barn building of about 160’X75’. To create this open surface in the middle of the metal building existing centre columns should be removed and existing structural steel to be upgraded to accommodate this proposed modification to the existing building.

1.3. Approach

- Implement a fully integrated design approach to optimize the Project’s results, increase value to the *Owner* and community, reduce waste, and maximize efficiency through all phases of design, fabrication and construction;
- Engage key stakeholders in the early stages of the *Design Services* to ensure alignment with the project goals and objectives in the early stages of design and ensure effectiveness of decision making;
- Establish open, direct, and transparent communication among all stakeholders;
- Build a strong design and construction team. Geotechnical consultant will be hired separately;
- Assign a dedicated professional to act as the design coordinator for the whole project, coordinating and working closely with stakeholders and consultants as required to ensure delivery of well-coordinated design;

- Coordinate design update meetings as required;
- Ensure City of Surrey, provincial, federal codes and regulations are met;

1.4 Estimated Timeline

The following schedule is a guideline for the overall RFP process.

Table 1: Estimated Timeline

Activity	Timeline
Issue RFP	Thursday, April 19, 2018
Date of Site Tour	Tuesday, April 24, 2018
Closing Time – Submission of Proposals	Tuesday, May 8, 2018

The estimated timeline is subject to change at the sole and absolute discretion of the *Owner*.

1.5 Definitions

In this RFP the following definitions shall apply:

“**Closing Time**” has the meaning set out in section 2.1;

“**Data Room**” has the meaning set out in Section 2.4;

“**Evaluation Team**” means the team appointed by the *Owner*;

“**Goods**” has the meaning set out in Schedule A;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Interactive Sessions**” has the meaning set out in section 2.3;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a *Contract*;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**Proposal Information**” means for the purpose of this RFP:

- (a) all information contained in a Proposal or which is disclosed by or through a Proponent to the *Owner* during the evaluation of Proposals or during the process of executing any *Contract*; and
- (b) any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and revealed to or discovered by the *Owner*, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Proposal or the *Contract*;

“**Proposal Information License**” has the meaning set out in Section 6.7;

“**Reference Information**” has the meaning set out in Section 2.4;

“**RFP**” means this Request for Proposals;

“**Statement of Departures**” means Schedule B-1 to the form of Proposal attached as Schedule B.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent’s name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca.

on or before the following date and time

Time: 3:00 p.m., local time

Date: May, 8, 2018

(the “Closing Time”).

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City’s equipment functions properly so that the Proposal is submitted on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and one (1) copy (two (2) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC, Canada V3T 1V8

on or before the Closing Time.

2.2 Information Meeting and Place of the Work Site Tour

The *Owner* plans to conduct an all Proponents site tour of the *Place of the Work*. At the time of issuance of this RFP a site tour has been scheduled as follows:

Date: Tuesday, April 24, 2018
Time: 1:00 PM
Location: Cloverdale Fairgrounds – Show Barn
17763/17835 - 62 Ave, Surrey, BC

Proponents are to meet at the parking lot by the Show Barn Building.

Proponents are encouraged to delegate a senior official to represent the Proponent at the Information Meeting and site tour.

2.3 Data Room and Reference Information

The *Owner* has established a website to be used as an electronic data room in which it has placed documents and Reference Information in the possession of the *Owner* that the *Owner* has identified as relevant to the *Project* and to the *Place of the Work*, and that may be useful to Proponents. None of the Reference Information is included as part of this RFP, except as expressly set out in this RFP. The *Owner* does not make any representation as to the relevance, accuracy or completeness of any of the Reference Information except as may be expressly set out in this RFP with respect to a specific document, and each Proponent has the full responsibility to form its own judgment as to the use of any Reference Information.

The Reference Information in the Data Room may be supplemented from time to time. Although the *Owner* will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the Reference Information used by the Proponents is the most current, updated information.

Obtaining Data Room Reference Information:

Reference Information may be viewed and/or obtained at the *Owner's* managed file transfer service (MFT) link noted below.

In the URL, or address field at top, enter the following address: <https://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login".

<https://mft.surrey.ca/>

Login ID: surreybid
Password: Welcome
Locate Folder: 1220-030-2018-028

Printing will be the sole responsibility of the Proponent.

Table 2: Data Room Reference Information

No.	Description
1	Cloverdale Fairgrounds Show Barn Site Aerial Image
2	Cloverdale Fairgrounds Show Barn Record Drawings
3	Cloverdale Fairgrounds Show Barn Floor Plan Markups
4	Cloverdale Fairgrounds Show Barn Structural Upgrade Concept Sketches, Nov 2017
5	Show Barn Geotechnical Report Cook Picker Inc. & Doyle Ltd., August 11, 1987
6	Show Barn Geotechnical Report Davies Geotechnical Inc., April 17, 2018

The *Owner* may add, delete, or amend documents in the Data Room at any time. If there is any conflict or inconsistency between documents, including RFP documents, contained in the Data Room and documents that are downloaded by the Proponent, the documents contained in the Data Room shall govern.

2.4 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) may not be grounds for an extension of the Closing Time.

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 4.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the *Owner's* equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "*Owner Representative*"). Information obtained from any person or source other than the *Owner Representative* may not be relied upon.

Name: Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-030-2018-028

A Proponent may request that an inquiry and the response to an inquiry be kept confidential by clearly marking the inquiry "Commercial-in-Confidence" if the Proponent considers the inquiry to be commercially sensitive; and if the *Owner* decides that an inquiry or the response or both should be distributed to all Proponents, then, subject to this Section, the *Owner* will permit the person making the inquiry to withdraw the inquiry rather than receive a response.

Any inquiry and the response may, in the *Owner's* discretion, be distributed to all Proponents, if the *Owner* in its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Proponents for purposes of fairness in, or maintaining the integrity of, the competitive selection process. The *Owner* may keep either or both the inquiry and response confidential if in the judgement of the *Owner* it is fair or appropriate to do so, and the *Owner* may, in its discretion, decline to respond to an inquiry.

Information offered from sources other than the *Owner* with regard to this RFP is not official, may be inaccurate, and should not be relied upon in any way, by any person for any reason.

2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "**BC Bid Website**") and the City Website at www.surrey.ca (the "**City Website**") that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal,

Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.8 Examination of Contract Documents and Place of the Work

Each Proponent and each of its Proponent team members is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the *Project* or the *Contract Documents*. The Proponents' and Proponent team members' obligations set out in this section apply irrespective of any Reference Information in the Data Room or information contained in the RFP documents or in response to requests for information. The Proponents' and the Proponent team members' obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the *Owner* is more particularly set out in the *Contract Documents*.

Except as explicitly provided in the *Contract Documents*, the *Owner* does not represent or warrant the accuracy or completeness of any information set out in the RFP documents or made available to Proponents or Proponent team members in the Data Room as Reference Information or of any other background or Reference Information or documents prepared by the *Owner* or by third parties and which may be made available to Proponents or Proponent team members by or through the *Owner*. Proponents and Proponent team members shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents or Proponent team members on any and all such information shall be at the Proponents or Proponent team members' sole risk and without recourse against the *Owner*.

2.9 Opening of Proposals

The *Owner* intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a *Contract* has been awarded, should be directed to the Purchasing Manager.

2.11 Acceptable Equivalents

The *Owner's Statement of Requirements* are intended to generally be performance-based, but may include some instances specifically required elements of design and construction, such as *Products*, materials, equipment, and systems that the *Owner* considers are important to meet the *Owner's* objectives. However, the *Owner* wishes to provide some flexibility for Proponents to propose equivalent elements that on an overall

basis may, in accordance with the process below, be considered by the *Owner* in its discretion to meet the *Owner's* objectives.

A Proponent may submit an inquiry marked "Commercial in Confidence" that identifies the section(s) in the *Owner's Statement of Requirements* that contain the element for which the Proponent wishes to propose an equivalent, the proposed equivalent that it considers will be equal to or better than the specified element in meeting the *Owner's* objectives, and supporting materials. The *Owner* may, in its discretion, request additional supporting materials.

The *Owner* may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the *Owner* does not consider the proposed equivalent to be acceptable;
- (c) not respond to the inquiry; or
- (d) provide any other response in accordance with Section 2.9.

The provisions of Section 2.9 relating to "Commercial in Confidence" inquiries will apply, including with respect to withdrawal of an inquiry, or the *Owner's* determination if there is a matter which should be brought to the attention of all Proponents.

If the *Owner* responds to a "Commercial In Confidence" inquiry, or responds to any inquiry that is not "Commercial In Confidence", regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, a Proponent may make its technical submission on the basis of the response, and the use of the acceptable equivalent will not in and of itself be a failure to meet the requirements set out in Schedule A.

Unless the *Owner* responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Schedule A - and that the *Owner* may not invite the Proponent to provide a financial submission.

The *Owner* will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to any other Proponent.

Despite any indication by the *Owner* of the acceptability of an equivalent, the Proponent remains responsible for fulfilling all of its obligations and responsibilities under the *Contract*.

Following selection of the Preferred Proponent, the *Contract* will, be amended to include all acceptable equivalent(s) used by that Preferred Proponent, or negotiated by the *Owner* and the Preferred Proponent, whether or not proposed by any other Proponent.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Proponent chooses NOT to submit by electronic format, the Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The *Owner* also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the *Owner*.

Please do not use any plastic or vinyl binders or folders. The *Owner* prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The *Owner* seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the *Owner's* policy and the *Owner* environmental practices.

Please double-side your Proposal.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule B, including Schedules B-1 to B-5. Proponents are encouraged to respond to the items listed in Schedules B-1 to B-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule B. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the *Owner* that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the *Owner* by the Evaluation Team. The Evaluation Team may consult with others including *Owner's* staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the *Owner*.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the *Design Services* and the *Work* in order to determine the Proposal which is most advantageous to the *Owner*, generally using the following criteria:

(a) Resources

The Evaluation Team will consider the Proponent's responses to items in Schedule B-2;

(b) Technical

The Evaluation Team will consider the Proponent's responses to Schedule B-3 and Schedule B-4;

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule B-5; and

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule B-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule B-5 of a Proposal (Proponent's Financial Proposal), then the *Owner* shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the *Owner* may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the *Owner*, its elected or appointed officers, representatives or employees in relation to any matter, or if the *Owner* has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the *Owner* will consider whether the litigation is likely to affect the Proponent's ability to work with the *Owner*, its contractors and representatives and whether the *Owner's* experience with the Proponent indicates that there is a risk the *Owner* will incur increased staff and legal costs in the administration of the *Contract* if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Negotiation of Contract and Award

If the *Owner* selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a *Contract* with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponents to attempt to finalize the terms of the *Contract* including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft *Contract*, if any, proposed by the Preferred Proponent as set in Schedule B-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule B-5 to the Preferred Proponent's Proposal and/or scope of *Design Services* and *Work* if:
 - (A) the Preferred Proponent's financial Proposal exceeds the *Owner's* approved budget, or
 - (B) the *Owner* reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or

- (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for *Design Services* and *Work* similar to the *Design Services* and *Work* offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the *Owner* reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the *Owner* may then either open discussions with another Proponent or terminate this RFP and retain or obtain the *Design Services* and *the Work* in some other manner.

5. GENERAL CONDITIONS

5.1 No Owner Obligation

This RFP is not a tender and does not commit the *Owner* in any way to select a Preferred Proponent, or to proceed to negotiations for a *Contract*, or to award any *Contract* and the *Owner* reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the *Owner* or its representatives and contractors, relating to or arising from this RFP. The *Owner* and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a *Contract*, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written *Contract*.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the *Owner*, its elected or appointed officials or employees. The *Owner* may rely on such disclosure.

5.5 Solicitation of Council Members, Owner's Staff and Owner's Consultants

Proponents and their agents will not contact any member of the City Council, *Owner's* staff or *Owner's* consultants with respect to this RFP.

5.6 Confidentiality

All submissions become the property of the *Owner* and will not be returned to the Proponent. All submissions will be held in confidence by the *Owner* unless otherwise required by law. Proponents should be aware the *Owner* is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and other applicable legislation.

By submitting a Proposal, the Proponent represents and warrants to the *Owner* that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the *Owner* and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the competitive selection process.

5.7 Copyright and Use of Information in Proposals

The *Owner's* rights, as set out in this RFP this Section, to the Proposal and all Proposal information submitted by the Proponent during the RFP process shall be granted to the *Owner* upon submission of the Proposal.

Proponents shall not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to the *Owner*, the right to use and employ such concepts, products and processes in and for the *Project*.

All requirements, designs, documents, plans and information supplied by the *Owner* to the Proponents in connection with this RFP are and shall remain the property of the *Owner*. Upon request of the *Owner*, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) should be returned to the *Owner*.

The Proponent shall grant to the *Owner* a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free license (fully assignable without the consent of the Proponent and with the right to sub-license without the consent of the Proponent) to use the Proposal Information. Without limiting the foregoing, the Proposal Information License shall include the right to modify the Proposal Information, and, where applicable, to use it, or any modified form of it, anywhere in the world. Under no circumstances shall the Proponent, except *Design-Builder* in relation to this *Project*, be liable to the *Owner* or to any other person or entity for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the Proposal Information pursuant to the Proposal Information License.

Proponents shall ensure that all intellectual property rights associated with any and all of the Proposal Information (including copyright and moral rights but excluding patent rights) provide for and give the *Owner* the rights set out in this RFP Section. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the *Owner* to use any of the Proposal Information, or anything else obtained by or through Proponents, shall be absolutely null and void and unenforceable as against the *Owner* and each of its respective advisors, and that the provisions of this RFP Section shall take precedence and govern.

5.8 Reservation of Rights

The *Owner* reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of *Design Services* and *Work*, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the *Design Services* and *Work* or for services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.9 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The *Owner* will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the *Owner* reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the *Owner* may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the *Owner*, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.

- (b) Where the *Owner* is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the *Owner* may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the *Owner* will be without any duty or obligation on the *Owner* to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the *Owner* will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the *Owner* considers that all Proposals are priced too high, it may reject them all.
- (d) The *Owner*, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the *Owner* will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The *Owner* and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the *Owner* accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the *Owner*.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the *Owner*, or its representatives and consultants, relating to or arising from the RFP. The *Owner* will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

ATTACHMENT 1 – DRAFT CONTRACT



The form of contract to be used for the *Design Services and the Work* phase is as follows:

Canadian Construction Documents Committee, CCDC 14 – 2013 Design-Build Stipulated Price Contract and as amended by the *Owner's* Supplementary General Conditions to CCDC 14.

CITY OF SURREY – SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions contain modifications or additions to the Definitions and General Conditions of the Design-Build Stipulated Price Contract CCDC No 14, 2013 edition and form a part of this *Contract*. Where any part of the Definitions or General Conditions are modified or deleted by the Supplementary General Conditions, the unaltered provisions remain in effect.

DESIGN – BUILD OF CLOVERDALE FAIRGROUNDS SHOW BARN STRUCTURAL UPGRADE

Reference No. RFP 1220-030-2018-028

AGREEMENT BETWEEN OWNER AND DESIGN BUILDER

ARTICLE A-4 CONTRACT PRICE

1. Refer to Article A-4:

Add the following:

“4.6 The *Contract Price* which is set out in Appendix B, includes all costs of the *Design Services* and *Work*, including, without limitation, all costs incurred in the design and construction of the *Design Services* and *Work*, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the *Owner* as specifically set out in this *Contract*, and the *Contract Price* shall include, without limitation:

- .1 all professional design, engineering and construction services and products reasonably necessary to properly perform the *Design Services* and *Work* and to permit the *Project* to operate as contemplated following *Substantial Performance of the Work*;
- .2 all labour and materials;
- .3 all *Products* incorporated into the *Work* including all other items such as machinery, equipment and fixtures incorporated into the *Work* as and where specified;
- .4 all permits, fees, licenses and certificates of inspection and insurance in connection with the *Work* required by all authorities having jurisdiction including commercial builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
- .5 all inspections required for specific warranty conditions;
- .6 all inspections by all authorities having jurisdiction;
- .7 all material testing required under bylaws, ordinances, rules, regulations, orders and approvals of all public authorities having jurisdiction;
- .9 all required soils reports;
- .10 a *Project* sign mutually agreed to between the *Owner* and the *Design-Builder*;
- .11 all warranties required under the *Contract*;

- .12 all bonds required under the *Contract*;
- .13 completed certificate of insurance acceptable to the *Owner*; and
- .14 the construction or installation of all off site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the *Project*.

ARTICLE A-5 PAYMENT

- 2. Refer to Article A-5.1:

Insert “ten” and “10” respectively in the two blanks.

- 3. Refer to Article A-5.3:

Delete Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

- 4. New Article A-9:

“ARTICLE A-9 THE CONSULTANT AND OTHER CONSULTANTS

- 9.1 The *Design-Builder* will provide the architectural and engineering services required for the *Project* through the *Consultant* and the *Other Consultants*. The *Consultant* is identified in paragraph 1.2 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK. *Other Consultants*, as applicable, will be:

<i>Consultant/Other Consultant</i>	Full Legal Name
Architect (if not the <i>Consultant</i>)	
Certified Professional	
Electrical Engineer	
Mechanical Engineer	
Structural Engineer	
Geotechnical Engineer	
Landscaping Consultant	
Civil Engineer	
Surveyor	
Construction and Project Manager	
Management Consulting Professional	

- 9.2 The *Design-Builder* shall not change the *Consultant* or any *Other Consultant* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld. “

- 5. New Article A-10:

“ARTICLE A-10 LATE COMPLETION

- 10.1 If *Completion of the Work* is not completed within the *Contract Time*, the *Design-Builder* shall pay to the *Owner* an amount equal to all costs and

damages incurred by the *Owner* as a result of the failure of the *Design-Builder* to attain *completion* of the *Work* within the *Contract Time*, whether the costs and damages are a direct or indirect result of a default by the *Design-Builder*. The costs and damages suffered by the *Owner* are understood by the *Design-Builder* to include, without limitation:

- .1 The interest costs incurred by the *Owner* under any loan or borrowing it incurs to finance the Project for each day from and including the date that completion of the *Work* was required to be completed under the *Contract Documents* until a Certificate for Payment has been issued in accordance with GC5.7 - FINAL PAYMENT;
- .2 Consequential losses and pure economic losses suffered by the *Owner* as a direct or indirect result of the default of the *Design-Builder*;

10.2 Notwithstanding anything to the contrary contained in the *Contract*, the *Owner* shall have the right to set off against any amount owing by the *Owner* to the *Design-Builder* pursuant to the *Contract* any and all costs and damages due to the *Owner* by the *Design-Builder* pursuant to paragraph 10.1 of this Article A-10 - LATE COMPLETION.”

6. New Article A-11:

“ARTICLE A-11 CONTRACT DOCUMENTS REQUIREMENTS

“11.1 Within 15 days of receipt of the *Owner*’s letter of intent the *Design-Builder* shall deliver to the *Owner*:

- .1 Proof of all necessary permits, licences, certificates and other authorizations required by all municipal, provincial or federal authorities, for the *Design Services and Work* and proof of payment of all applicable fees;
- .2 A finalized critical path construction schedule, generally in the form attached to the Form of Proposal,
- .3 A Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- .4 A detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures signage and materials used to maintain *Place of the Work* operations; and access to staff and public users of the *Place of the Work* site;
- .5 A detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
- .6 A WorkSafeBC “clearance letter” and Prime Contractor Designation letter indicating that the *Design-Builder* is in WorksafeBC compliance;

- .7 A copy of the insurance policies as specified in GC11.1 indicating that all such insurance coverage is in place; and
- .8 City of Surrey or Intermunicipal Business License;

DEFINITIONS

7. Refer to Paragraph Subcontractor:

Add at the end of this definition:

“which has been approved by *Owner’s Advisor*.”

8. New Paragraph:

Add the following:

“Approved Prices

Approved Prices has the meaning set out in GC 4.1.8.”

9. New Paragraph:

Add the following:

“Cash Allowance

Cash Allowance has the meaning set out in Article A-4.”

10. New Paragraph:

Add the following:

“Design Services and Work Schedule

Design Services and Work Schedule means the schedule prepared by the *Design-Builder* for the performance of the *Design Services and Work* as set out in Appendix C attached hereto including any amendments to the *Design Services and Work Schedule* made pursuant to the *Contract Documents*.”

11. New Paragraph

Add the following:

Final Acceptance

In addition to all other prior requirements, *Final Acceptance* will not occur until the *Work* has passed all inspections and testing requirements.

12. New Paragraph:

Add the following:

“Overhead

Overhead means all costs associated with management, supervision, insurance, bonding, as-build preparation and warranty, administration and supervision at the *Place*

of the Work (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long distance charges) courier, permits, insurance and bonding costs (including premium increases), small tools and general office supplies as required for the performance of the Work.”

13. New Paragraph:

Add the following:

“Owner’s Representative

The *Owner’s Representative* is the person, firm or corporation appointed by the Owner and identified by the Owner in writing to the *Design-Builder*. The *Owner’s Representative* may be the *Owner’s Engineer*, other employee or officer, or may be an outside consultant.”

14. New Paragraph:

Add the following:

“Total Performance of the Work

Total Performance of the Work means when all *Work*, including all deficiencies but excluding any correction of completed *Work* that appears during the 1 year warrantee period or other on-going warranty or guarantee obligations as provided by the *Contract Documents*, has been performed as required by the *Contract Documents*, as certified by the *Owner’s Advisor*.”

15. New Paragraph:

Add the following:

“Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* for Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as may be applicable pursuant to the *Excise Tax Act*.”

GENERAL CONDITIONS OF THE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

16. Refer to GC 1.1.6:

Delete entirely and substitute the following:

“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 General Conditions,
 - the General Conditions,
 - Addenda,
 - Appendix A the *Owner's Statement of Requirements*, consisting of *Specifications, Drawings* and other documents,
 - Appendix A-1 *Owner's Statement of Requirements*, clarifications,
 - Appendix B Components of the *Contract Price*,
 - Appendix C Schedule of Hourly Rates,
 - Appendix D the *Design Services* and *Work Schedule*,
 - Appendix E the *Construction Documents*,
 - Appendix F Replacement Costs,
 - Appendix G Ongoing Maintenance Costs,
 - Appendix H Energy Usage Costs,
 - Appendix I City of Surrey, "Contractor Health & Safety Expectations – Responsibility of Contractors,
 - Appendix J Prime Contractor Designation Letter,
 - Appendix K Site Safety and Health Plan,
 - Appendix L Traffic Management Plan,
 - Appendix M Leadership in Energy & Environment Design (LEED) Requirements,
 - Appendix N *Design-Builder's* Certificate of Insurance,
 - Appendix O City of Surrey Insurance Policy,
 - Appendix P Performance Bond,
 - Appendix Q Labour & Material bond,
 - Appendix R Confirmation of Vehicle Insurance,
 - Appendix S Worker's Compensation Board Clearance Letter,
- .2 later dated documents shall govern over earlier documents of the same type, and
- .3 amendments to documents shall govern over documents so amended."

17. New GC 1.1.11:

Add the following:

"1.1.11 The *Design-Builder* will provide to the *Owner* or the *Owner's Advisor* within 5 calendar days of a request from the *Owner*, without charge, four (4) sets of the *Contract Documents* for construction purposes. The *Owner* may obtain additional sets of *Contract Documents* at the *Design-Builder's* cost of printing, handling and shipping and taxes."

GC 1.3 RIGHTS AND REMEDIES

18. New GC 1.3.3:

Add the following:

"1.3.3 The *Design-Builder* shall at all times be fully responsible to the *Owner* for any

errors, omissions, or deficiencies in the *Contract Documents*, including any revisions and addenda thereto and shall be fully liable for all direct, consequential and additional costs incurred by the *Owner* as a direct or indirect result of such errors, omissions or deficiencies.”

19. New GC 1.3.4:

Add the following:

“1.3.4 No inspection, review, approval, consent or any other act or omission on the part of the *Owner* or the *Consultant* shall relieve the *Design-Builder* of any obligations under the *Contract* to complete the *Design Services* or of the *Work* strictly in conformance with all *Contract Documents*.”

GC 1.4 ASSIGNMENT

20. Refer to GC 1.4.1:

“1.4.1 Neither party to the *Contract* shall assign all or any part of the *Contract* without the written consent of the other, which consent may be unreasonably withheld.”

GC 1.5 CONFIDENTIALITY

21. Refer to GC 1.5.1:

“1.5.1 The *Owner* and the *Design-Builder* shall keep confidential all matters respecting legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such issues, except in strict confidence to its professional advisors.”

PART 2 OWNER’S RESPONSIBILITIES

GC 2.4 ROLE OF THE PAYMENT CERTIFIER

22. Refer to GC 2.4.9:

Delete GC 2.4.9 in its entirety.

GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

23. Refer to GC 2.6.4:

In line 2, after the words “*Design-Builder* shall” insert the words “as part of the *Work*, without additional cost to the *Owner*”.

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

24. Refer to GC 3.1.1:

After the words "*Contract Documents*" in line 2, insert the words "in a good and workmanlike manner and in accordance with accepted industry practice".

25. Refer to GC 3.1.11 to 3.1.14:

Delete entirely and substitute the following:

"3.1.11 The *Design-Builder* is solely responsible for ensuring that the *Design Services* and the *Work* is performed in accordance with the requirements of the *Contract Documents*. The *Design-Builder* shall perform or cause to be performed all tests, inspections and approvals of the *Design Services* and of the *Work* as required by the *Contract Documents*, and if a test, inspection or approval requires a representative sample of materials or workmanship the *Design-Builder* shall at the *Design-Builder's* own cost supply the labour and materials necessary to provide the sample.

3.1.12 If any portion of the *Work* is designated for special tests, inspections or approvals (either as a requirement in the *Contract Documents*, or by the *Owner's Advisor's* instructions, or by the laws or regulations applicable to the *Place of the Work*), then:

- (a) if the *Owner's Advisor* is to perform or arrange for the test, inspection or approval the *Design-Builder* shall give the *Owner's Advisor* timely notice requesting such test, inspection or approval; and
- (b) if other authorities are to perform the test, inspection or approval the *Design-Builder* shall arrange for such test, inspection or approval and shall give the *Owner's Advisor* timely notice of the date and time for such test, inspection or approval.

3.1.13 The *Design-Builder* will comply with any orders or directions given by the *Owner's Advisor* for inspection or testing that was not called for in the *Contract Documents*, and have such inspection or testing undertaken:

- (a) If the *Design-Builder* orders that such inspection or testing, that was not called for in the *Contract Documents*, be carried out in advance of the *Work*, then it shall be treated as a Change Order; and
- (b) If the *Owner's Advisor* orders that such inspection or testing, that was not called for in the *Contract Documents*, be carried out on *Work* that is completed then the following applies: if the inspection or testing determines that the *Work* is not in accordance with the requirements of the *Contract Documents*, then the *Design-Builder* shall correct such *Work* and pay the costs of the inspection and testing and all costs of the correction and the restoration; if the inspection or testing determines that the *Work* is in accordance with the requirements of the *Contract Documents*, then the *Owner* shall pay all costs of the inspection and testing and the restoration.

- 3.1.14 If the *Design-Builder* disagrees with the *Owner's Advisor's* determination of the *Work* not meeting the *Specifications* based on the results of inspection or testing required in the *Contract Documents* or ordered by the *Owner's Advisor*, the *Design-Builder* may elect to carry out such further inspection or testing which the *Owner's Advisor* agrees is acceptable for the purpose of determining whether the *Work* complies with the requirements of the *Contract Documents*. If such further inspection or testing determines that the *Work* is not in accordance with the requirements of the *Contract Documents*, then the *Design-Builder* shall correct such *Work* and pay the costs of the inspection and testing including all costs of the correction and further testing. If such further inspection or testing determines that the *Work* is in accordance with the requirements of the *Contract Documents*, then the *Owner* shall pay all costs of the inspection and testing.
- 3.1.15 If the *Design-Builder* covers or permits to be covered the *Work* that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Owner's Advisor* may direct the *Design-Builder* to uncover such *Work*, in order that the inspections or tests may be satisfactorily completed, and make good such *Work* at the *Design-Builder's* own expense, and the *Design-Builder* shall comply with such direction.
- 3.1.16 The *Design-Builder* shall promptly provide the *Owner's Advisor* with 2 copies of all certificates, inspection and testing reports required by the *Contract Documents* or ordered by the *Owner's Advisor*. Neither the performance of tests or inspections by the *Owner* or the *Owner's Advisor*, nor the arranging for performance of tests or inspections by the *Owner* or by the *Owner's Advisor* nor the acceptance of the *Work* by the *Owner* or the *Owner's Advisor* shall relieve the *Design-Builder* of its responsibility for the proper performance of the *Work* or make the *Owner* or the *Owner's Advisor* liable for inspections or testing or for the *Work* if it is subsequently determined that the *Work* as performed does not comply with the requirements of the *Contract Documents*.
- 3.1.17 The *Design-Builder* shall not undertake any *Work* outside of the working hours, as specified in the *Contract Documents* (if so specified), which under the *Contract Documents* requires tests, inspection, or approval by the *Owner's Advisors* unless the *Design-Builder* obtains the *Owner's Advisor's* prior approval. The *Design-Builder* shall reimburse the *Owner* for any additional costs incurred to provide tests, inspections or approvals outside such specified working hours.”

GC 3.3 ROLE OF THE CONSULTANT

26. Refer to GC 3.3.1:

After the words “have prepared.” add the following words:

“Notwithstanding any other provision in the *Contract Documents*, any interpretation, finding, determination, ruling or decision of any kind made by the *Consultant* or *Other Consultants* will not be final and may be disputed by the *Owner* pursuant to Part 8 – DISPUTE RESOLUTION.”

GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

27. Refer to GC 3.4.2:

Add the following at the end:

“The *Design-Builder* shall not employ any *Subcontractor* or *Supplier*, or change a *Subcontractor* or *Supplier* without the written approval of the *Owner*, which approval will not be unreasonably withheld.”

28. Refer to GC 3.4.4:

In line 2 after the words “required change”, add the following words

“provided the parties shall not dispute.”

29. New GC 3.4.6:

Add the following:

“3.4.6 The *Design-Builder* will provide only personnel who have qualifications, experience, and capabilities to perform the *Work*.”

GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

30. Refer to GC 3.6:

Delete entirely and substitute the following:

“3.6.1 The *Design-Builder* shall:

- .1 commence the *Design Services* and *Work* promptly following the date of execution of this *Contract*; and
- .2 pursue the *Design Services* and *Work* diligently to ensure that each of the milestone events for the completion of each component of the *Design Services* and of the *Work* as identified in the *Design Services* and *Work Schedule*, as amended from time to time in accordance with paragraph 3.6.3 is achieved at or before the time specified therefore in the *Design Services* and *Work Schedule*.

3.6.2 The *Design Services* and *Work Schedule* sets out the schedule in accordance with which the *Design-Builder* is to carry out the *Design Services* and *Work* provided for in the *Design Services* and *Work Schedule*.

3.6.3 The *Design-Builder* may submit to the *Owner* or the *Owner’s Advisor* from time to time an update of the *Design Services* and *Work Schedule* to amend the milestone events for the completion of the relevant *Design Services* and *Work* provided that no such amendment of the *Design Services* and *Work Schedule* shall amend the *Contract Time* (except to reflect any extension of the *Contract Time* agreed to in writing by the *Owner*).

- 3.6.4 If in the reasonable opinion of the *Owner, the Owner's Advisor or the Design-Builder* at any time that the actual progress of the *Design Services and Work* does not conform with the *Design Services and Work Schedule*, then, within 10 *Working Days* the *Design-Builder* shall:
- .1 provide the *Owner* and the *Owner's Advisor* with a report identifying the reasons for such nonconformity with the *Design Services and Work Schedule*;
 - .2 submit to the *Owner* and the *Owner's Advisor* for review a revised *Design Services and Work Schedule*, which shall:
 - (1) be in accordance with good industry practice;
 - (2) satisfy the design and construction requirements of the *Contract Documents*; and
 - (3) provide for the *Design Services and Work* to be pursued diligently in accordance with Paragraph 3.6.1.
- 3.6.5 The *Owner or the Owner's Advisor* may at any time as a *Change* request a revision to the *Design Services and Work Schedule* to accelerate the performance of the *Design Services and Work* or any component thereof.
- 3.6.6 The *Owner* or the *Owner's Advisor* may, at any time, give written direction to the *Design-Builder* for the *Design-Builder* to accelerate the *Design Services and Work*, in which event the *Design-Builder* will use reasonable best efforts to proceed with the *Design Services and Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* or *Owner's Advisor* the *Design-Builder* is behind the approved *Design Services and Work Schedule* due to a cause within the *Design-Builder's* control, then the cost of such acceleration shall be borne by the *Design-Builder*. If at such time the *Design-Builder* is not behind the *Design Services and Work Schedule*, or is not behind due to a cause within the *Design-Builder's* control, then the cost of such acceleration shall be for the account of the *Owner*."

GC 3.7 SUPERVISION

31. Refer to GC 3.7.1:

Delete entirely and substitute the following:

"3.7.1 The *Design-Builder* shall employ a competent senior representative at the *Place of the Work* (the "*Superintendent*") who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. The *Design-Builder* shall also employ necessary assistants for the *Superintendent* and the *Superintendent* and assistants shall be in attendance at the *Place of the Work* while *Work* is being performed."

32. Refer to GC 3.7.2:

Delete entirely and substitute the following:

“3.7.2 The *Superintendent* shall represent the *Design-Builder* at the *Place of the Work* and instructions given to the *Superintendent* by the *Owner* or the *Owner’s Advisor* shall be held to have been given to the *Design-Builder*.”

33. New GC 3.7.3:

Add the following:

“3.7.3 If the competence or performance of the *Superintendent* is not satisfactory to the *Owner* or the *Owner’s Advisor* then, on written request from the *Owner’s Advisor*, the *Design-Builder* shall provide a satisfactory replacement. The *Design-Builder* shall not change the *Superintendent* without the consent of the *Owner* or the *Owner’s Advisor*, such consent not to be unreasonably withheld.”

34. New GC 3.7.4:

Add the following:

“3.7.4 If the *Design-Builder* breaches GC 3.7 – SUPERVISION then the *Owner* or the *Owner’s Advisor* may refuse to issue any certificates referred to in GC 5.3 – PROGRESS PAYMENT until an appointed representative (*Superintendent*) acceptable to the *Owner* or the *Owner’s Advisor* has returned to the *Place of the Work*.”

GC 3.8 LABOUR AND PRODUCTS

35. Refer to GC 3.8.2:

Delete entirely and substitute the following:

“3.8.2 *Products* provided shall be new unless otherwise specified in the *Contract Documents*. *Products* that are not specified shall be of a quality best suited to their purpose and use, as approved by the *Owner* or *Owner’s Advisor*.”

36. Refer to GC 3.8.3:

Delete entirely and substitute the following:

“3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder’s* employees and the *Subcontractors* engaged in the *Work*. The *Design-Build* shall not employ, or permit *Subcontractors* to employ, workers who are not skilled in the assigned task. The *Design-Builder* shall employ sufficient workers to perform the *Work* in compliance with the *Design Services* and *Work Schedule*.”

37. New GC 3.8.4:

Add the following:

“3.8.4 The *Owner* and the *Design-Builder* acknowledge and agree that the beneficial ownership of any portion of the *Products* required by the *Contract Documents* to be incorporated and form part of the *Work* shall pass to the *Owner* immediately upon payment therefore or upon incorporation thereof as part of the *Work*, whichever first occurs. For greater certainty, title to *Products* delivered, but not installed, shall pass to the *Owner* when paid for (subject to any applicable holdback). The *Design-Builder* agrees to promptly execute and deliver to the *Owner*, from time to time as the *Owner* may require, any further documentation required to identify, evidence, perfect or protect the *Owner's* beneficial, or registered interest in the *Products*. Notwithstanding the foregoing, the *Design-Builder* acknowledges and agrees that it shall continue to bear all risk of loss or damage with respect to the *Work* until the date of acceptance of the *Work* by the *Owner* in accordance with the *Contract Documents*.”

38. New GC 3.8.5:

Add the following

“3.8.5 All *Products* shall be used strictly according to manufacturers' printed directions or recommendations unless specifically stated otherwise in the specifications. All *Products* shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers' name and address, product type and name. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged *Products* shall be rejected and the *Design-Builder* shall remove such *Products* from the *Place of the Work* at the *Design-Builder's* own expense.”

39. New GC 3.8.6:

Add the following

“3.8.6 The *Design-Builder* shall provide to the *Owner* or *Owner's Advisor* at least 2 weeks prior to the *Design-Builder's* deadline for choices, or such earlier time as is agreed between the *Owner* and the *Design-Builder*, for approval by the *Owner* or *Owner's Advisor* such manufacturer's standard samples as the *Owner* or *Owner's Advisor* may reasonably require. Samples shall be labelled as to origin and intended use in the *Work* and shall conform to the requirements of the *Contract Documents*.”

GC 3.10 SHOP DRAWINGS

40. Refer to GC 3.10:

Delete entirely and substitute the following:

- “3.10.1 The *Design-Builder* shall arrange for the preparation of all required *Shop Drawings* and submission of them to the *Owner* or the *Owner’s Advisor*.
- 3.10.2 Unless specifically required by the *Contract Documents*, it is intended that the *Drawings* provided by the *Design-Builder* are sufficiently complete to permit the *Design-Builder* to proceed with the *Design Services* and *Work*, and that *Shop Drawings* are required to show details such as fabrication methods, connections or other details that are not customarily included in *Drawings* provided by an owner for work similar to the *Design Services* and *Work*.
- 3.10.3 The *Owner’s Advisor* may require that a *Shop Drawing* be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the *Shop Drawing* has been prepared in compliance with applicable codes and design standards and good engineering practice.
- 3.10.4 If the *Owner* or the *Owner’s Advisor* requires the review and stamping by a Professional Engineer of *Shop Drawings* that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the *Owner*.
- 3.10.5 The *Design-Builder* shall submit *Shop Drawings* to the *Owner* or the *Owner’s Advisor* in a timely way and in an orderly sequence so as to permit the *Owner* or the *Owner’s Advisor* a reasonable opportunity to review the *Shop Drawings* without causing a delay to the *Design Services* and *Work* or to the work of other contractors. The *Owner* or the *Owner’s Advisor* and the *Design-Builder* shall cooperate to establish a schedule for the submission and review of *Shop Drawings*. The *Design-Builder* and the *Owner* or the *Owner’s Advisor* shall agree on the number of copies of each *Shop Drawing* to be submitted.
- 3.10.6 Prior to submission to the *Owner* or the *Owner’s Advisor* the *Design-Builder* shall review all *Shop Drawings*, and shall indicate such review by dating and stamping them. By this review the *Design-Builder* represents that the *Design-Builder* has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that the *Design-Builder* has checked and coordinated each *Shop Drawing* with the requirements of the *Design Services* and *Work* and the *Contract Documents*.
- 3.10.7 At the time of submission the *Design-Builder* shall specifically draw the attention of the *Owner* or the *Owner’s Advisor* in writing to any deviations in the *Shop Drawings* from the requirement of the *Contract Documents*.
- 3.10.8 Unless otherwise specified in other provisions of the *Contract Documents* the *Shop Drawings* may be drawn by hand, in CAD format, or other format at the selection of the *Design-Builder*.

- 3.10.9 The *Owner* or the *Owner's Advisors* will review the *Shop Drawings* submitted by the *Design-Builder* and return them in accordance with an agreed-to schedule, or otherwise with reasonable promptness so as not to cause delay to the *Design Services* and *Work*.
- 3.10.10 The *Design-Builder* shall make any changes in *Shop Drawings* which the *Owner* or the *Owner's Advisor* may require consistent with the *Contract Documents* and resubmit unless otherwise directed by the *Owner* or the *Owner's Advisor* in writing of any revisions other than those requested by the *Owner* or the *Owner's Advisor*.
- 3.10.11 When a submitted *Shop Drawing* is acceptable to the *Owner* or the *Owner's Advisor* as provided by this GC then the *Owner* or the *Owner's Advisor* shall date and mark the *Shop Drawing* as "Reviewed" and return it to the *Design-Builder*. The *Owner* or the *Owner's Advisor* shall date and mark the number of copies submitted.
- 3.10.12 The *Design-Builder* may proceed with the *Design Services* and *Work* shown on any *Shop Drawing* which the *Owner* or the *Owner's Advisor* has marked "Reviewed". In no event shall the *Design-Builder* proceed with the performance of the *Design Services* and *Work* utilizing *Shop Drawings* which have not been marked "Reviewed" by the *Owner* or the *Owner's Advisor* as provided by this GC.
- 3.10.13 The *Design-Builder* is responsible for any errors or omissions in the *Shop Drawings* and the *Owner* or the *Owner's Advisor's* review shall not relieve the *Design-Builder* of that responsibility. The *Owner* or the *Owner's Advisor's* review of the *Shop Drawings* will normally be to see if they are in general conformance with the *Contract Documents* but the *Owner* or the *Owner's Advisor* may, as the *Owner* or the *Owner's Advisor* may decide, review a *Shop Drawing* in greater or lesser detail.
- 3.10.14 The *Owner* or the *Owner's Advisor's* authority to review the *Shop Drawings* shall be for the benefit of the *Owner* or the *Owner's Advisor* and such authority shall not give rise to any duty or responsibility on the *Owner's Advisor* or the *Owner* to the *Design-Builder*, *Subcontractors*, or their agents, employees or other persons performing any of the *Design Services* and *Work*.
- 3.10.15 The *Owner's* or the *Owner's Advisor's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Shop Drawings* or of responsibility for meeting all requirements of the *Contract Documents* unless a deviation on the *Shop Drawings* has been approved in writing by the *Owner* or the *Owner's Advisor*."

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

41. Refer to GC 3.11.2:

Delete entirely and substitute the following:

"3.11.2 If for any reason, including poor workmanship, defective *Products* or materials,

and damage to completed *Work*, the *Owner's Advisor* rejects *Work* because it fails to conform to the *Contract Documents*, then the *Design-Builder* shall at the *Design-Builder's* expense promptly remove such *Work* from the *Place of the Work* and replace re-execute it in accordance with the requirements of the *Contract Documents*. Such remedial work shall include any re-testing reasonably required to establish that the completed *Work* complies with the *Contract Documents*. This provision applies to all materials, *Products* and portions of the *Work* whether or not incorporated into the *Work* as a whole.”

42. Refer to GC 3.11.4:

Delete entirely and substitute the following:

“3.11.4 If, in the opinion of the *Owner* or the *Owner's Advisor* it is not expedient to correct such defective *Work* or *Work* not performed in accordance with the *Contract Documents*, then the *Owner* or the *Owner's Advisor* may direct that such *Work* be left and the *Owner* may deduct from the monies otherwise due to the *Design-Builder* the difference in value to the *Owner*, considering the *Owner's* intended use of the *Work*, between the *Work* as performed and that called for by the *Contract Documents*. The amount of such deduction will be determined in the first instance by the *Owner* upon the recommendation of the *Owner's Advisor*. If such amount as determined by the *Owner* is not acceptable to either party, then the provisions of GC 8.1 shall apply.”

43. New GC 3.11.5:

“3.11.5 The *Design-Builder* shall complete the deficient and incomplete work speedily and at the discretion and convenience of the *Owner*. Acceptance of the *Work* or occupancy of the *Project* or any portion thereof by the *Owner* or the *Consultant* shall not relieve the *Design-Builder* from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items of work or those hidden deficiencies.”

44. New GC 3.12:

“GC 3.12 USE OF THE WORK

“3.12.1 The *Owner* reserves the right to take possession of and use any completed or partially completed portion of the building, regardless of the time of completion of the entire *Work*, providing that doing so does not interfere with the *Design-Builder's Work*. Such taking possession or use of the building or parts thereof shall not be construed as *Substantial Performance of the Work* or part thereof, or as final certificate for payment, or as an acknowledgement of fulfillment of the *Contract*.

3.12.2 The *Design-Builder* shall schedule the operations for completion of portions of the *Work* as designated for the *Owner's* occupancy, prior to *Substantial Performance of the Work*. There will only be on date of *Substantial Performance of the Work* for the *Contract*.”

45. New GC 3.13:

“GC 3.13 CLEANUP

3.13.1 Upon attaining *Substantial Performance* the *Design-Builder* shall remove all surplus products, tools, construction machinery and equipment relating to the Work that is not required for the performance of the remaining *Work*. The *Design-Builder* shall also remove waste, debris and waste products other than that caused by the *Owner* or other contractors, and leave the *Place of the Work* clean and suitable for occupancy by the *Owner* unless otherwise specified in the *Contract Documents* or directed by the *Owner’s Advisor*.

3.13.2 If the *Design-Builder* fails or refuses to remove all such *Products*, materials, equipment and waste within a reasonable amount of time after achieving *Substantial Performance* then, on written notice from the *Owner’s Advisor* to the *Design-Builder* specifying reasonable time to remedy such failure or refusal, the *Owner* may do or cause to be done the removal and all reasonable resulting costs incurred by the *Owner* may be deducted from any amounts owing by the *Owner* to the *Design-Builder*.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

46. Refer to GC 4.1.2:

Delete entirely and substitute the following:

“4.1.2 The *Contract Price*, which includes the *Cash Allowances*, includes the *Design-Builder’s Overhead* and profit.”

47. New GC 4.1.8:

Add the following:

“4.1.8 The components of the *Contract Price* set out in Appendix B – *Contract Price*, are substantially as follows:

- .1 the total scope of *Design Services* and *Work* has been divided into the line items as set out in column #2 of Appendix B – *Contract Price*. All elements of the *Design Services* and *Work* will be allocated, without duplication, to one of the line items, regardless of the description listed in column #2;
- .2 a cash allowance (each a “Cash Allowance”) has been determined for certain line items as set out in column #3 of Appendix B – *Contract Price*, which represents the parties’ best estimate for the cost of performing the *Design Services* and *Work* related to a line item;
- .3 the *Design-Builder* will not proceed with the *Design Services* and *Work* related to a given Cash Allowance line item without the *Owner’s* prior written approval, and will not be entitled to any

- payment for such Cash Allowance line item prior to the *Owner* agreeing to an approved fixed price (the “Approved Price”) for that line item;
- .4 expenditure of Cash Allowances is to be directed as per GC 6.2 *Change Order* or GC 6.3 – *Change Directive*, at the *Owner’s* directive. All *Design Services* and *Work* under Cash Allowances are to be competitively bid (generally at least 3 quotations) unless directed by the *Owner*. The *Design-Builder* shall keep records and submit a monthly update on expenditures towards the Cash Allowance including unallocated amounts;
 - .5 when Cash Allowance are converted to Approved Prices any documents, *Drawings*, *Specifications* that are the basis of the solicitation revising Cash Allowances to Approved Prices are listed in the *Change Order* as an addition to the *Contract Documents*;
 - .6 the Approved Prices, when approved, will be inserted into column 4 of Appendix B – *Contract Prices*, and as full payment for the performance of such *Design Services* and *Work*, the Approved Price will be included in the *Contract Price* (in substitution for the Cash Allowance for that line item), and paid by the *Owner* in accordance with the terms of this *Contract*. For certainty the Cash Allowances are intended to be indicative and the *Design-Builder* will not be entitled to payment of any Cash Allowance amount;
 - .7 for certainty an Approved Price may change the *Contract Price* but does not change the *Contract Time*; and
 - .8 the *Owner* agrees to use its best commercial efforts to review and agree on proposed Approved Prices within fifteen (15) *Working Days* of submission for approval by the *Design Builder*.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

48. Refer to GC 5.1:

Delete entirely.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

49. Refer to GC 5.2.3:

Add the following at the end:

“The *Design-Builder* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Design Services* and *Work* performed pursuant to a *Change Order*. No payment for extras or changes of the *Design Services* and *Work* will be made before the issuance of the applicable *Change Order*.”

50. New GC 5.2.9:

“5.2.9 Prior to making an application for payment, the *Design-Builder* will provide a

updated *Design Services and Work Schedule* in accordance with paragraph 3.6.1.2 of GC 3.6 – DESIGN SERVICES AND WORK SCHEDULE.”

GC 5.3 PROGRESS PAYMENT

51. Refer to GC 5.3.1.3:

Delete entirely and substitute the following:

“.3 The *Owner* will make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT, on or before 30 days after the date on which the invoice is delivered to the *Owner*.”

52. New GC 5.3.2, GC 5.3.3, GC 5.3.4 and GC 5.3.5:

Add the following:

“5.3.2 Builder’s Lien Holdback: The *Owner* shall hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Design-Builder* as a builders lien holdback.

5.3.3 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance of the Work*, the *Owner* may hold back from payments otherwise due to the *Design-Builder* 200% of a reasonable estimate, as determined by the *Owner’s Advisor*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the certificate for payment.

5.3.4 Incomplete Work: If after *Substantial Performance of the Work* is achieved the *Design-Builder* is unable to complete any of the *Work* because of climatic or other conditions beyond the *Design-Builder’s* reasonable control then the *Owner* may hold back from payments otherwise due to the *Design-Builder* the amount as estimated by the *Owner’s Advisor* in consultation with the *Design-Builder* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.

5.3.5 Filed Builder’s Liens: The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 15% as security costs. The *Owner* may, at its option, after 5 calendar days written notice to the *Design-Builder*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Design-Builder*, without interest.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

53. Refer to GC 5.4.1:

Delete entirely and substitute the following:

“5.4.1 When the *Design-Builder* considers that there has been *Substantial Performance of the Work*, 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*. In particular, the *Design-Builder* shall submit the following documents with its request for review by the *Payment Certifier* to establish *Substantial Performance of the Work*.

- .1 The list of all deficient and incomplete items of *Work* including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically-operated devices to the *Owner's* operating and maintenance staff and any training required by the specifications, to the *Owner's* satisfaction;
- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .5 A complete set of marked up construction *Drawings* and *Shop Drawings* and other data in the form specified in the *Contract Documents*, or as required by the *Payment Certifier*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;
- .6 Current certification by the Workers' Compensation Board that the *Design-Builder* and all *Subcontractors* are in good standing;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Payment Certifier* and that the *Design-Builder* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled; and
- .8 All keys required for the entire *Project*.

The requirement to provide documents and other items listed in subparagraphs .1 through .9 does not limit the *Design-Builder's* obligations for *Completion of the Work* noted elsewhere in the *Contract*.”

54. New GC 5.4.6:

Add the following:

“5.4.6 No later than 25 calendar days following issuance of the certificate of the *Substantial Performance of the Work*, the *Design-Builder* shall provide to the *Owner* all service contracts, manufacturer's inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*.”

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

55. Refer to GC 5.5.3:

Delete entirely.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

56. New GC 5.6.4:

Add the following:

“5.6.4 The *Design-Builder* will provide all necessary documentation reasonably required by the *Owner* or the *Owner’s Advisor* to determine amounts of such subcontract work and verify substantial performance of such subcontract work.”

GC 5.7 FINAL PAYMENT

57. Refer to GC 5.7.2:

At the end of the first sentence add:

“The application by the *Design-Builder* for payment upon *Total Performance* of the *Work* shall only be made after the inclusion of the following:

- (1) a Statutory Declaration, completed in duplicate, that all accounts due have been paid;
- (2) a letter from the Workers’ Compensation Board confirming that the *Design-Builder* is in good standing.”

58. Refer to GC 5.7.4:

Delete “no later than 5 calendar days after the issuance of a final certificate for payment” and substitute with “no later than 30 calendar days after the *Owner* receives the final certificate of payment”.

PART 6 CHANGES IN THE CONTRACT

GC 6.2 CHANGE ORDER

59. New GC 6.2.4:

Add the following:

“6.2.4 If the method of valuation, measurement, change in the *Contract Price* and change in the *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Owner’s Advisor* in the first instance will determine the method of valuation, measurement, the change in

the *Contract Price* and *Contract Time* and the *Design-Builder* shall promptly proceed with the change. The *Design-Builder* may dispute the *Owner Advisor's* determinations as specified in GC 8.1.”

60. New GC 6.2.5:

Add the following:

“6.2.5 The *Design-Builder* will not be entitled to any *Overhead* or profit on *Change Orders* dealing with *Cash Allowances* specified in the *Contract*.”

61. New GC 6.2.6:

Add the following:

“6.2.6 the value of a change in the *Design Services* or the *Work* shall be determined by one or more of the following methods:

- (a) by estimate and acceptance of a lump sum; or
- (b) by unit prices set out in the *Contract* or subsequently agreed upon; or
- (c) by actual cost and an allowance for *Overhead* and profit as follows:
 - 1. *Design-Builder's Overhead* and profit on expenditures from *Cash Allowances*, shall be included in the *Contract Price*, except the *Design-Builder* is entitled to additional *Overhead* and profit only on the portion of the change greater than the *Cash Allowance*. If the change is less than the *Cash Allowance* the *Contract Price* shall be decreased by the amount of the change without adjustment for the *Design-Builder's Overhead* and profit;
 - 2. for changes in the *Design Services and the Work* not covered by *Cash Allowances*:
 - (i) if there is no increase or decrease in the *Contract Price* the *Design-Builder* is not entitled to any *Overhead* and profit on the change,
 - (ii) if the *Contract Price* is increased, the *Design-Builder* is entitled to additional:
 - .1 10% *Overhead* and profit on *Work* performed directly by the *Design-Builder*, and
 - .2 5% on *Work* performed by *Subcontractor*, only on the portion of the increase in the *Contract Price*, and
 - .3 0% on *Design Services and Work* performed by the *Design-Builder's Consultants*;
 - (iii) if the *Contract Price* is decreased by the change the *Design-Builder* is not entitled to *Overhead* and profit on the reduction in the *Contract Price*;
 - 3. the *Subcontractor* or the sub-subcontractor *Overhead* and profit shall be 5% of the actual cost of all *Subcontractor's* or sub-subcontractor's changes in the *Work*; and
 - 4. where the change involves the substitution of one type of *Design Services and Work and/or Product* for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to *Overhead* and profit.”

GC 6.3 CHANGE DIRECTIVE

62. Refer to GC 6.3.6:

Delete entirely.

63. Refer to GC 6.3.7:

Delete line 1 (which for reference reads “The cost of performing...actual cost of the following:”) insert the words “without markup for *Overhead* and profit” between the words “cost of”.

64. Refer to GC 6.3.7.7:

Delete entirely.

GC 6.5 DELAYS

65. Refer to GC 6.5.4:

Add the following:

“No claim for additional payment arising from a delay will be payable to the *Design Builder* unless the *Design-Builder* has prepared, or caused to be prepared, records of all *Design Services* and *Work* and the costs of the *Design Services* and *Work*, on a daily basis as the *Design Services* and *Work* proceeds, and submits such records in support of the claim.”

66. New GC 6.5.6:

Add the following:

“6.5.6 In the event of a delay which results in a stoppage of the *Work*, the *Design-Builder* will take all reasonable steps to protect the *Work* for the entire period of the delay. The cost of such protection shall be paid by the *Owner* unless and to the extent the delay was caused by the *Design-Builder*.”

67. New GC 7.2.7:

“7.2.7 If the *Owner* terminates the *Design-Builder's* right to continue with the *Work* in whole or in part or terminates the *Contract*, the *Design-Builder* shall at the *Design-Builder's* expense, safeguard the *Work* then completed and the materials and equipment then delivered to the *Place of the Work* and do such other extra work as may be ordered by the *Owner* or *Owner's Advisor* for the purpose of leaving the *Work* in a safe and useful condition.”

PART 8 DISPUTE RESOLUTION

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

68. Refer to GC 8.1.8:

"8.1.8 If both parties consent in writing to settle the dispute by arbitration then either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided by CCDC 40 in effect as of the date of the *Contract*. The arbitration will be conducted in British Columbia. If the parties do not both consent to arbitration then either party will be free to enforce its rights by litigation."

69. Refer to GC 8.1.9:

Delete entirely.

70. Refer to GC 8.1.10:

Delete entirely.

GC 8.2 RETENTION OF RIGHTS

71. Refer to GC 8.2.2:

Delete all words following "...jurisdiction of the *Place of the Work*".

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

72. Refer to GC 9.1.1:

Delete entirely and substitute the following:

"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 a result of the *Design-Builder's* operations under the *Contract*, and the *Design-Builder* shall be responsible for such damage as provided for in the *Contract*."

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

73. Refer to GC 9.2.1:

Delete entirely and substitute the following:

"For the purposes of applicable environmental legislation, the *Owner* will be responsible for toxic or hazardous substances and materials present at the *Place of the Work* at the commencement of the *Work*. The *Design-Builder* will be responsible for toxic or

hazardous substances brought onto the *Place of the Work* after commencement of the *Work*.”

74. Refer to GC 9.2.2:

Delete entirely.

75. Refer to GC 9.2.3:

Delete entirely.

76. Refer to GC 9.2.4:

Delete entirely.

77. Refer to GC 9.2.5:

Delete entirely and substitute the following:

“9.2.5 If the *Design-Builder*

- .1 encounters toxic or hazardous substances at the *Place of the Work*; or
- .2 has reasonable ground to believe that toxic or hazardous substances are present at the *Place of the Work*; which were not identified in the *Contract Documents* then the *Design-Builder* will:
 - (1) take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person’s exposure to any toxic or hazardous substances exceeds the exposure permitted by applicable law; and
 - (2) immediately report the circumstances in writing to the *Consultant* and the *Owner and the Owner’s Advisor* in writing.”

78. Refer to GC 9.2.6:

Delete entirely and substitute the following:

“9.2.6 The *Owner* in consultation with the *Design-Builder* will retain a qualified independent expert to investigate and provide an opinion on:

- .1 the necessary steps required by applicable legislation to remove and dispose of any toxic or hazardous substances at the *Place of the Work* that must be moved in order to proceed with the *Work*; and
- .2 whether such toxic or hazardous substances were present prior at the *Place of the Work* prior to the commencement of the *Work*, or whether they were brought to the *Place of the Work* by the *Design-Builder*.”

79. Refer to GC 9.2.7:

Delete entirely and substitute the following:

- “9.2.7 If the *Owner* and *Design-Builder* agree, or if the expert referred to in GC 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:
- .1 the *Design-Builder* will within ten (10) *Working Days*, prepare and deliver to the *Owner* or the *Owner’s Advisor*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Design-Builder* why the *Owner* or *Owner’s Advisor* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Owner’s Advisor*, the *Design-Builder* will promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 the *Design-Builder* will make good any damage to the *Work*, the *Owner’s* property or property adjacent to the *Place of the Work* as provided in GC 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .4 the *Owner* will reimburse the *Design-Builder* for the costs of all steps taken pursuant to GC 9.2.5 and 9.2.7; and
 - .5 the *Owner* will extend the *Contract Time* for such reasonable time as the *Owner’s Advisor* may recommend in consultation with the *Consultant* and *Design-Builder* and the expert referred to in GC 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, if any.”

80. Refer to GC 9.2.8:

Delete entirely and substitute the following:

- “9.2.8 If the *Owner* and *Design-Builder* agree, or if the expert referred to in GC 9.2.6 determines, that 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 *Design-Builder* will:
- .1 within ten (10) *Working Days*, to prepare and deliver to the *Owner*, with a copy to the *Owner’s Advisor*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Design-Builder* why the *Owner* or the *Owner’s Advisor* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Owner’s Advisor*, promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 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

- .4 9.1 – PROTECTION OF WORK AND PROPERTY; and
reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6.”

GC9.4 CONSTRUCTION SAFETY

81. New GC 9.4.2:

Add the following:

“9.4.2 The *Design-Builder* shall remove forthwith from the *Place of the Work* any person who engages in misconduct or is incompetent or negligent in the performance of any duties, or whose presence on the site is otherwise undesirable.”

GC 9.5 MOULD

82. Refer to GC 9.5.3:

In line 2, after the words “*Design-Builders* operations under the *Contract*” insert the words “or the operations of any *Subcontractor* or any person for whom the *Design-Builder* is responsible in law,”

83. Refer to GC 9.5.4:

Delete entirely and substitute the following:

“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 at or within the *Place of the Work* was not caused by the *Design-Builder’s* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Design-Builder* is responsible in law:

- .1 the *Design-Builder* shall take all reasonable and necessary steps to safely remediate or dispose of the mould;
- .2 the *Design-Builder* shall 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;
- .3 the *Owner* shall reimburse the *Design-Builder* for the costs of all steps taken pursuant to paragraphs 9.5.4.1 and 9.5.4.2; and
- .4 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant and Owner’s Advisor* may recommend in consultation with the *Design-Builder* and the expert referred to in paragraph 9.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay.”

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

84. New GC 10.1.3:

Add the following:

“10.1.3 Where documentation may be required for tax refund purposes, the *Design-Builder* shall be responsible for providing the *Owner* with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the *Work* for which the *Owner* may lawfully claim exemption.”

GC10.2 LAWS, NOTICES, PERMITS AND FEES

85. Refer to GC 10.2.3:

In the first line delete the words “the building permit and other”.

In the second line delete the words “at the time of the proposed closing or bid closing”.

86. New GC 10.2.8:

“10.2.8 The *Owner* shall obtain and pay for the building permit.”

87. New GC 10.2.9:

“10.2.9 The *Design-Builder* shall obtain, pay for and maintain throughout the term of the *Contract* a valid City of Surrey business license.”

PART 11 – INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

88. Delete all clauses in GC 11 entirely and substitute with the following:

“11.1.1 The *Design-Builder* will procure and, during the progress of the *Work*, maintain Commercial General Liability Insurance adding the *Owner* and the *Owner’s Consultant* as additional insureds. A valid Certificate of Insurance, approved by the *Owner’s Risk Management Division*, shall be provided prior to the commencement of the *Work*.

The *Design-Builder* shall notify the *Owner’s Consultant* and *Owner* immediately where an incident occurs that may give rise to a claim. Where an accident occurs that gives rise to a claim, the *Design-Builder* shall, at the *Design-Builder’s* cost, provide notices, proofs of loss and such other

documentation as the insurer may require for processing the claim under the CGL

(a) Commercial General Liability Insurance (CGL)

- 1) The *Design-Builder* shall provide Commercial General liability coverage for losses arising out of operations of the *Design-Builder* including bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the *Contract*, in an amount not less than \$5,000,000 per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:
 - .01 Broad Form Property Damage Liability
 - .02 Premises and Operations Liability
 - .03 Elevator and Hoist Liability (as applicable)
 - .04 Broad Form Products and Completed Operations Liability
 - .05 Blanket Contractual Liability
 - .06 Contingent Employer's Liability
 - .07 Non-owned Automobile Liability
 - .08 Cross Liability Clause
 - .09 Employees as additional insureds
 - .10 Sudden and Accidental Pollution Liability (\$2,000,000)
 - .11 Medical Payments Coverage
 - .12 Fire Fighting Expense Coverage
 - .13 Excavation, pile driving, shoring, blasting, underpinning and/or demolition work included (as required)
- 2) The CGL will also include 24 months of completed operations coverage which will commence upon *Substantial Performance of the Work*.
- 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.
- 4) The *Design-Builder* shall ensure that all sub-contractors provides and maintain CGL coverage with limits and terms as specified in para 1 and name the *Owner* and the *Owner's Consultant* as additional insureds. The *Owner* reserves the right to request copies of the Certificates of Insurance from the *Subcontractors*.

(b) Design-Builder Equipment

- 1) The *Design-Builder* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the *Contract* "all risks" insurance covering all *Construction Equipment* owned or rented by them for which they may be responsible.

(c) Aircraft and Watercraft

- 1) If Aircraft are used in connection with the *Work* performed under the *Contract*, the *Design-Builder* shall obtain, and provide evidence to the *Owner*, that Aircraft Liability Insurance is carried on all owned and non-owned aircraft used by the *Design-Builder* with limits of liability of not less than \$5,000,000 inclusive per occurrence for bodily injury (including passengers), personal injury, death and/or damage to or destruction of property, including loss of use thereof. Such Aircraft Liability Insurance shall contain a cross liability clause by which the liability of any one insured to another insured will be covered as though separate policies were issued to each.
- 2) If any Watercraft are used in connection with the *Work* performed under the *Contract* and such watercraft are not small watercraft as defined in and included under the CGL Policy procured by the *Owner*, the *Design-Builder* shall obtain, and provide evidence to the *Owner*, that (1) Protection and Indemnity Insurance including Pollution Liability and (2) Hull and Machinery Insurance is carried on all owned or non-owned watercraft used by the *Design-Builder* with Limits of Liability of not less than \$5,000,000 inclusive per occurrence.
- 3) The *Design-Builder* shall ensure the *Design-Builder*, the *Owner*, the *Owner's Consultant*, and their respective officers, directors, employees, consultants and agents, are added as Additional Insureds to both these policies.

(d) Marine Cargo Insurance (if applicable)

- 1) Except to the extent that the *Owner* in its sole discretion otherwise expressly agrees in writing to procure some or all marine cargo insurance, if ocean marine cargo is used the *Design-Builder* and each *Subcontractor* shall insure all materials, equipment or other property to be supplied pursuant to the *Contract*, or used in the performance of the *Contract*, and which requires to be transported as ocean marine cargo for their full replacement value subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extension, and including transits and storage where applicable. In addition, if an entire vessel is chartered for shipping equipment then Charterer's Liability insurance shall be provided, in amounts sufficient to protect and indemnify the *Design-Builder* and its *Subcontractors* of all liability arising out of the chartering of such vessel.

(e) Motor Vehicles

- 1) The *Design-Builder* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the *Contract*

such insurance as will protect such *Design-Builder* or *Subcontractor* (and others driving any motor vehicles with their consent) against the liability imposed by law upon such *Design-Builder* or *Subcontractor* or other person, for loss or damage including without limitation property damage, personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work, on and off the site, whether owned, rented, leased, borrowed or otherwise by such *Design-Builder* or *Subcontractor*.

- 2) Without restricting the generality of the foregoing, the *Design-Builder* and all *Subcontractors* shall provide Standard Owner Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance as provided by the Insurance Corporation of British Columbia ("ICBC") in accordance with the Automobile Insurance Act, with minimum inclusive limits for bodily injury and property damage (third party) of not less than \$3,000,000. If the *Design-Builder* or its *Subcontractors* have equivalent insurance from an insurer other than ICBC, such insurance shall provide no less coverage than that provided by ICBC in accordance with the foregoing.
- 3) A confirmation of Insurance (APV47), or equivalent form acceptable to the *Owner*, shall be provided by the *Design-Builder* and each *Subcontractor*.

(f) Other Insurance

- 1) The *Design-Builder* and each *Subcontractor* shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.
- 2) The *Design-Builder* at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the *Owner* as the *Design-Builder* considers necessary to fully protect and indemnify the *Design-Builder* against any liability in excess of the coverage provided pursuant to the aforesaid policies procured by the *Owner*.

(g) Additional Insureds and Waiver of Subrogation

- 1) All insurance provided by the *Design-Builder* and the *Subcontractors*, other than Workers' Compensation, Automobile insurance and professional errors and omissions insurance, shall:
 - .01 have added as additional insureds the *Owner*, the *Owner's Consultant*, the *Design-Builder* and their respective consultants and subcontractors engaged in any part of the performance of the *Contract*, and their respective directors, officers, employees, servants, agents, partners, parents, subsidiaries, affiliated or related firms;

- .02 contain a waiver of subrogation as against all Additional Insureds;
- .03 contain a breach of warranty provision whereby a breach of a condition by the *Design-Builder* or any *Subcontractor* will not eliminate or reduce coverage for any other insured; and
- .04 except for any excess Commercial General Liability insurance, be primary insurance with respect to any similar coverage provided by insurance procured by or available to the *Owner*.

(h) Cancellation

- 1) All insurance provided by the *Design-Builder* and the *Subcontractors*, other than workers' compensation and automobile insurance, shall contain endorsements on the following terms:

“NOTICE: It is hereby understood and agreed that this policy will not be cancelled or reduction in applicable limit without the Insurer(s) giving at least thirty (30) days prior written notice by Registered Mail to the *Owner*.”

GC 11.2 CONTRACT SECURITY

89. Refer to GC 11.2.2:

Delete entirely.

90. New GC 11.2.3, GC 11.2.4, GC 11.2.5, GC 11.2.6, GC 11.2.7 and GC 11.2.8:

Add the following:

“11.2.3 The *Design-Builder* shall furnish a performance bond in an amount equal to 50% of the *Contract Price*, to cover the faithful performance of the *Contract* including the corrections after final payment as provided for in the *Contract Documents* and the payment of all obligations arising under the *Contract* or as a result of any default, delay, neglect, or wrongful act of the *Design-Builder* and including the payment of all resulting legal and engineering expenses incurred by the *Owner* in the event of any default, delay, neglect or wrongful act by the *Design-Builder*.

11.2.4 The *Design-Builder* shall, throughout the term of the *Contract*, advise the surety of all changes to the *Contract Price* or the nature of the *Work* so that the bond may be revised if necessary. The *Design-Builder* shall furnish the *Owner* with a copy of each revision to the bond

11.2.5 The performance bond should be in the Standard Construction Document form CCDC 221, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour the *Owner* by a surety who is

approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.

- 11.2.6 At the time of the *Contract* is executed, the *Design-Builder* shall deliver to the *Owner* a fully executed labour and material payment bond in an amount equal to 50% of the *Contract Price*.
- 11.2.7 The labour and material payment bond should be in the Standard Construction Document form CCDC 222, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of the *Owner* by a surety who is approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.
- 11.2.8 The cost of the performance bond and the cost of the labour and material payment bond shall be included in the *Contract Price*.”

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

GC 12.5 WARRANTY

91. New GC 12.5.9:

Add the following:

“12.5.9 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Design-Builder* shall secure such warranties or guarantees from the *Subcontractors* and *Product Suppliers* and they shall be assigned to or addressed to and in favour of the *Owner*. The *Design-Builder* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Design-Builder* shall deliver the originals plus two copies of such warranties or guarantees to the *Owner* upon *Substantial Performance of the Work*.”

- END -

SCHEDULE A – OWNER’S STATEMENT OF REQUIREMENTS

**PROJECT TITLE: DESIGN–BUILD CLOVERDALE FAIRGROUNDS
SHOW BARN STRUCTURAL UPGRADE**

REFERENCE No.: 1220-030-2018-028

Project Location: Cloverdale Fairgrounds 17763 /17835 – 62 Avenue, Surrey, BC.

The *Owner’s Statement of Requirements* as follows contains the overall general functional and performance requirements of the requested upgrade. Additional information is available for reference in the RFP attachments, including site plan, record drawings, conceptual design for building structural upgrade, and geotechnical reports. The conceptual design sketches represent one possible scenario and are intended to graphically display the *Owner’s* initial balance of the Project objectives. Designers are encouraged to develop different designs that improve upon the response to the RFP requirements.

A1 Project Objectives

The proposed structural upgrade should provide a specious open surface that is suitable for ball hockey. The structural upgrade should minimize impact to existing metal building and provide maximum possible clearances.

A2 Project Scope

The proposed structural upgrade work will include, but not limited to, the design and construction of the following:

- Structural steel columns, beams, supports, bracing etc.,
- Structural upgrade to provide maximum possible clearances,
- Foundations,
- Reinforced concrete slab on grade. Finishes and tolerances to be suitable for ball hockey games,
- Localized replacement or upgrade of existing building components that are affected or required to allow for the proposed structural improvement. This shall include but not limited to cutting, removal, re & re , excavation, backfill, coring, and location and suspension of building gas burner overhead heaters and miscellaneous fixtures,
- Tie-in to existing building system as required,
- Hazmat abatement,
- Testing and inspections,

- Engineering and design services, permitting submissions required (Owner will cover the cost of the Building Permit only), labour, material, tools, equipment, and accessories required to complete the work in compliance with applicable codes, standards, by laws and regulations, and requirements of authorities having jurisdiction.,
- Design and project documentation including shop drawings, engineers schedules, technical reports, inspections and as built drawings.

A3 Permitting

Building Permit fees as they relate to the scope identified in this RFP shall be paid directly by the Owner and maybe excluded from the Contract scope. Note, however, that the Design-Builder is responsible for acquiring all permits to the satisfaction of the Authority Having Jurisdiction (AHJ). For the purposes of this Contract, the AHJ and the Owner shall be considered distinct and separate entities.

A4 Budget / Pricing

The Proponent should provide a lump sum price for the Work as stated in the Owner's Statement of Requirements. The intent is to have the most feasible optimized structural upgrade solution that has the least impact on the existing building systems while maximizing the usage of the space.

A5 Schedule

It is anticipated that the Project will be completed by November 2018.

Time is of essence.

SCHEDULE B – FORM OF PROPOSAL

RFP Project Title: **Design-Build Cloverdale Fairgrounds
Show Barn Structural Upgrade**

RFP Reference No.: **1220-030-2018-028**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC, Canada, V3T 1V8

Dear Sir:

- 1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the *Owner's* Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.

- 2.0** **I/We confirm** having full knowledge that the *Owner* reserves the right to divide up the Goods and Services by type of work, or other basis as the *Owner* may decide, and to select one or more Preferred Proponents to enter into discussions with the *Owner* for one or more agreements to perform a portion or portions of the Goods and Services.

3.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

- Schedule B-1 – Statement of Departures;
- Schedule B-2 – Proponent’s Resources;
- Schedule B-3 – Proponent’s Technical Proposal (Services);
- Schedule B-4 – Proponent’s Technical Proposal (Time Schedule);
- Schedule B5 – Proponent’s Financial Proposal; and

4.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

5.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the *Design Services and Work*. I/we further confirm that if I/we become aware that another contractor at the place(s) of the *Design Services and Work* has been designated as the “prime contractor”, I/we will notify the *Owner* immediately, and I/we will indemnify and hold the *Owner* harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the *Owner* in connection with any failure to so notify the *Owner*.

This Proposal is submitted by this **[day]** day of **[month], [year]**.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE B-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Canadian Construction Documents Committee CCDC 14 – 2013 Design-Build Stipulated Price Contract, including the *Owner's* Supplementary General Conditions attached to the RFP as Schedule "B". If requested by the *Owner*, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

2. The *Owner* requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner's* sample insurance certificate form available on the *Owner's* Website at www.surrey.ca search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: _____;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is _____; and
- (f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

3. I/We offer the following alternates to improve the *Design-Services* and the *Work* described in the RFP (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule B-1 will not form part of the agreement unless and until the *Owner* agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE B-2 - PROPONENT'S RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a written narrative describing the Proponent's approach to a collaborative and interactive process, including a description of the Proponent's approach to,
 - (a) developing and maintaining an aligned and collaborating and communicating with the *Owner* and its representatives on an on-going basis to achieve the successful execution of the stated vision and objectives for the *Project*;
 - (b) facilitating integration of all stakeholders for informed collaboration through the life of the *Project*, specifically,
 - (i) during the design development stage;
 - (ii) during the construction period; and
 - (c) integrating best practices gleaned from the Proponent's previous experience with respect to the construction of similar project technical and functional requirements.

- (ii) the Proponent's organization, including information and an organization chart specifying the structure and roles of participants who might be assigned to the *Project* for all phases related to design and construction, including pre-construction, construction and post construction. Include major subtrades and consultants: For example: the company/firm name and names of the key personnel in the roles of:
 - (a) project lead;
 - (b) design lead for the Design-Builder;
 - (c) quality management lead;
 - (d) architect;
 - (c) structural engineer;
 - (d) mechanical engineer;
 - (e) electrical engineer;
 - (f) geotechnical engineer;
 - (g) code consultant;
 - (h) building envelope consultant;
 - (i) acoustic consultant
 - (j) landscape architect;
 - (k) civil engineer;
 - (l) LEED® coordinator;
 - (m) commissioning lead; and
 - (n) *Superintendent*.

Proponents should submit the required information in the following format:

Individual's Name	Company Name	Role	% Time Commitment

If there have been any changes to team members or key individuals as may be specified in the Proponent prequalification submission, then any such changes should be approved by the *Owner* as per Section 2.10 of the RFP.

- (iii) the name and contact details for the Proponent's representative. Please note: the Proponent's representative should be the only person to receive communications from the *Owner* regarding the RFP (name, telephone number, and email address);

SCHEDULE B-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

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.

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

(i) Project Management Plan:

In this section, the Proponent should describe its overall approach to the team organization, structure and processes, including details regarding:

- (a) commitments and proposed techniques to building and sustaining effective relationships with the *Owner*;
- (b) the frequency of project management meetings between the *Design-Builder* and the *Owner*;
- (c) Proponent's approach to managing resources and to internal decision-making;
- (d) subcontractor relations and agreements;
- (e) an integrated management system for the *Project*;
- (f) the planned approach to *Project* approvals, change management, and work procedures;
- (g) the approach to document control and management of the *Project*;
- (h) attention to environmental and quality management for each phase of the *Project*

(ii) Risk Management Plan:

- (a) In this section, the Proponent should provide a written narrative describing the Proponent's understanding and assessment of the issues and risks for the *Project* and how such issues or risks may impact the Proponent's successful fulfillment of its obligations and the successful delivery of the *Project*; and
- (b) a risk register for the *Project*, which should include,
 - (i) a listing of the principle risks for the *Project*, including for the design development period, and construction period
 - (ii) an assessment of likelihood of each risk;
 - (iii) an assessment of the level of impact of each risk;
 - (iv) proposed mitigation strategies the Proponent would apply to mitigate occurrence and/or minimize the impact if each risk did occur; and
- (c) an outline of the proposed construction safety plan prepared specifically for this *Project*. Describe the methodology and measures to be used by the Proponent's construction team to ensure the safety of all persons, including,
 - (i) a statement emphasizing the commitment to the principles of construction safety;
 - (ii) a description of safety training for construction personnel, including site-specific training related to *Project*;
 - (iii) a description of how the Proponent intends to monitor safety, inspections, and record keeping for the *Project*;
 - (iv) identification of staff with roles dedicated to safety; and
 - (v) a description of the process for accident and incident response and reporting.

(iii) Quality Management Plan:

- (a) In this section, the Proponent should provide a draft design and construction quality management plan prepared specifically for this Project. Proponent should demonstrate the Proponent's commitment to design, construction and maintenance quality. The quality management plan should describe the Proponent's approach to quality management procedures and how they will be managed for an end product that meets the technical requirements.
- (b) The quality management plan should outline a quality management system that addresses all aspects of quality management, including but not limited to the following:
 - (i) design reviews and record documentation;
 - (ii) procurement of materials and traceability of *Product*;
 - (iii) inspection and testing;
 - (iv) fabrication of structural materials;
 - (v) process control for survey, formwork, installation of steel and concrete;
 - (vi) special procedures for adverse weather conditions;
 - (vii) control of non-conforming *Products*, corrective and protective actions;
 - (viii) quality assurance and control of materials, foundations, and structural erection;
 - (ix) confirmation of design assumptions; and
 - (x) commissioning and turnover.

(iv) Design Proposal Plan:

In this section, the Proponent should provide details on the proposed design process for the *Project*, including proposed structural steel upgrade concept that provides optimum solution (hand sockets are acceptable).

(v) Construction Management Plan:

In this section, the Proponent should provide a narrative on the proposed construction management plan including but not limited to the following:

- (a) the proposed construction methodologies and procedures;
- (b) Proponent's approach to *Subcontractor* management;
- (c) proposed plan to secure access to labour resources;
- (d) supply strategies for critical *Project* materials;
- (e) areas to be used for lay-down, equipment storage and repairs;
- (f) the proposed procedure for construction review by the design and quality management team and *Owner's Project* Representatives;
- (g) how the quality procedures for checking and auditing in the quality management plan will be incorporated into the construction management plan and schedule; and
- (h) traffic management, including primary access sites.

SCHEDULE B-5 - PROPONENT'S FINANCIAL PROPOSAL

Proponents should 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):

Item	Description	Price
1.1	Contract Security	
2.1	Professional Liability Insurance	
2.2	Commercial General Liability Insurance	
2.3	Wrap-up and Course of Construction Insurance	
	<u>Design</u>	
3.1	Schematic Design (0-25%)	
3.2	Design Development (25-50%)	
3.3	Construction Documents (50-95%)	
3.4	Construction Administration	
3.5	Post-Construction Services	
	<u>Construction</u>	
4.1	Mobilization	
4.2	Site Improvement	
4.3	Excavation and Backfill	
4.4	Foundations	
4.5	On-Site Utilities	
4.6	Structure	
4.7	Exterior Walls and Cladding	
4.8	Roofing	
4.9	Doors and Hardware	
4.10	Windows and Glazing	
4.11	Interior Partitions	
4.12	Floor Finishes	
4.13	Ceiling Finishes	
4.14	Millwork	
4.15	Equipment	
4.16	Plumbing Systems and Equipment/Fixtures	
4.17	HVAC Systems and Equipment/Fixtures	
4.18	Fire Protection Systems	
4.19	Building Controls	
4.20	Power Systems and Electrical Equipment	
4.21	Security and Communication Systems and Fixtures	
4.22	Lighting Systems and Fixtures	
4.23	Commissioning	

4.24	On-Site Roadworks - 126 Street Extension	
4.25	Off-Site Services	
4.26	Hard and Soft Landscaping	
4.27	Demobilization	
4.28	Post-Construction Costs	
4.29	Landscape Maintenance (for 12 months after Substantial Completion)	
6	Contract Price (excluding GST):	\$

Separate Prices:

Provide a separate price to incorporate Scope Ladder items (see section 3.2) that are not incorporated into the base offer.

No.	Scope Ladder Item	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

All prices shall be in Canadian funds.