



**Request for Proposal**  
**SD 68 RFP # 2423**

**Construction Management Services:  
Wellington Secondary School  
Seismic Upgrade/Addition Project  
Nanaimo, BC**

**Issue date:**  
**March 18, 2013**

**Closing Location:**  
School District No. 68 (Nanaimo-Ladysmith), Main Reception,  
395 Wakesiah Avenue, Nanaimo, BC  
V9R 3K6

**Closing Time:**  
**2:00 p.m. April 2<sup>nd</sup>, 2013**

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- .3 RFP Schedule 3 – Seismic Project Definition Report
- .4 RFP Schedule 4 – CCDC-5A Schedules

**Supplementary General Conditions to CCDC-5A**

## **INSTRUCTIONS TO PROPONENTS**

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The following terms and conditions shall apply to this Request for Proposals. Submission of a Proposal in response to this Request for Proposals will evidence the Proponent's acceptance of the following terms and conditions.

### **1. OVERVIEW**

#### **1.1 Introduction and Project Scope**

Through a competitive procurement process School District No. 68 (Nanaimo-Ladysmith) is seeking to procure the services of a qualified Construction Manager to provide construction management services in relation to the planning and construction of the Wellington Secondary School Seismic Upgrade/Addition Project ("Project") located at 3135 Mexicana Road, City of Nanaimo, British Columbia.

The School facility is expected to be occupied by students, teachers and staff during the course of construction. It is anticipated that the construction will be undertaken in phases from the summer 2013 until completion. School vacation breaks, professional development days, afternoon shifts or weekend scheduling will be used where necessary for disruptive or intensive interior work and/or for the maintenance or acceleration of the construction schedule.

It is anticipated that the Construction Manager will act as "prime contractor" for the Project workplace and as such provide for all 'Notice of Project' or submittals to WorkSafe BC for compliance, and ensure compliance by CCDC-17 Trade Contractors, visitors and suppliers, with the *Workers Compensation Act of British Columbia* and regulations, including the Occupational Health and Safety Regulations, WHIMIS Regulations and the transportation of hazardous substances or dangerous goods requirements and obligations, and will pay the Construction Manager's assessments or compensation required to be paid under applicable legislation.

It is anticipated that the budget, schedule and the scope of the Project, will be generally in accordance with the Project Budget (RFP Schedule 1), Proposed Schedule (RFP Schedule 2) and Seismic Project Definition Report, dated November 30, 2012 (RFP Schedule 3). It is anticipated that the actual Project schedule will be modified and adjusted in consultation between the Construction Manager, the Prime Consultant/Architect and the School District as planning and execution of the Project proceeds. The budget figures in the Project Budget have been developed from and supersede the budget figures contained in the Seismic Project Definition Report.

No contractual obligation to purchase construction management services will arise until the award by the School District of a Construction Management Contract - for services in CCDC 5A (2010) form for services described in the Request for Proposal Documents and as may be negotiated by the School District and a successful Proponent.

1.2 **School District Contact Person:**

Phil Turin, Secretary Treasurer  
School District No. 68 (Nanaimo/Ladysmith)  
Fax Number: (250) 741-5309  
Email: PTurin@sd68.bc.ca

1.3 **Consulting Team:**

Prime Consultant/Architect –	KMBR Architects Planners Inc.
Structural/Civil Engineering -	Herold Engineering
Mechanical Engineering –	Rocky Point Engineering
Electrical Engineering -	RB Engineering

1.4 **Definitions** – The following capitalized words have the meaning set out below. Other capitalized words have the meaning assigned to them in the form of Contract referenced in the RFP Documents.

- 1.4.1 **"Addendum"** or **"Addenda"** means an Addendum or Addenda issued by the School District and posted on the B.C. Bid Website.
- 1.4.2 **"Closing Time"** means the date and time set out in Section 3.1.1.
- 1.4.3 **"Contract"** or **"Contracts"** means a written Construction Management Contract in CCDC 5A (2010) form.
- 1.4.4 **"Contractor"** means the successful Proponent to whom a Contract is awarded arising out of this Request for Proposals.
- 1.4.5 **"Evaluation Criteria"** means the criteria to be used by the School District in evaluating a Proposal submitted in response to this RFP, as set out in Section 4.2.2.
- 1.4.6 **"Must"** or **"Mandatory"** means a requirement of this Request for Proposals that must be met in order for a Proposal to be eligible for consideration by the School District.
- 1.4.7 **"Proponent"** means a corporation, partnership, joint venture or individual that submits, or which may submit, a Proposal in response to this RFP.
- 1.4.8 **"Proposal"** means a Proposal submitted by a Proponent in response to this Request for Proposals, comprising a Proposal Covering Letter (Appendix "A"), a Fee Proposal Form (Appendix "B") with attachments and a Proponent's Qualifications, Experience and Methodology Form (Appendix "C") with attachments.
- 1.4.9 **"RFP"** or **"Request for Proposals"** means this Request for Proposals.

1.4.10 **"RFP Documents"** or **"Request for Proposal Documents"** means, collectively, the following documents:

- (a) Instructions to Proponents
- (b) Proposal Covering Letter (Appendix "A")
- (c) Fee Proposal Form (Appendix "B")
- (d) Proponent's Qualifications, Experience and Methodology Form (Appendix "C")
- (e) Addenda (if any)
- (f) Project Budget (RFP Schedule 1)
- (g) Proposed Schedule (RFP Schedule 2)
- (h) Seismic Project Definition Report, November 30, 2012 (RFP Schedule 3)
- (i) Construction Management Contract - for services in CCDC 5A (2010) form (referenced)
- (j) Schedules A1, A2, B1, B2 and C to the Construction Management Contract - for services CCDC 5A (2010) form (collectively, RFP Schedule 4)
- (k) Supplementary General Conditions

1.4.11 **"Preferred Proponent"** or **"Preferred Proponents"** means that Proponent or those Proponents whose proposals, following an evaluation, are the highest ranked Proponents with whom the School District may enter into negotiations.

1.4.12 **"School District"** means the School District No. 68 (Nanaimo/Ladysmith).

1.4.13 **"Services"** means those services required to be performed by the Construction Manager under the Contract and as set out in Schedules A1, A2, B1, B2 and C (Schedule 4).

1.4.14 **"Should"** means a requirement of this Request for Proposals, having a significant degree of importance to the School District in respect of this competitive process.

1.4.15 **"Submission Location"** – means that place described in Section 3.1.4.

## **2. INQUIRIES AND INFORMATION**

2.1 **Access to RFP Documents and Addenda** – A Proponent may obtain access to and review the RFP Documents on the B.C. Bid Website ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)). The

Proponent assumes sole responsibility for accessing and reviewing the RFP Documents and acknowledges and agrees that the School District shall have no liability, in contract, in tort or otherwise arising out of the failure of a Proponent to become aware of the RFP Documents in a timely manner, or at all.

- 2.2 **Mandatory Site Visit** – There will be a mandatory site visit at the Wellington Secondary School located at 3135 Mexicana Road, City of Nanaimo, British Columbia on **March 25<sup>th</sup>, 2013** commencing at **3:30 p.m.**
- 2.3 **Proponent's Responsibilities** – It is the sole and exclusive responsibility of the Proponent to fully inform itself prior to the Closing Time of all aspects of the Services and of all risks, contingencies and other circumstances that may affect the Proponent's assessment of the cost to it of performing the Services or which may affect the contents of its Proposal.
- 2.4 **No Representations or Warranty of Information by the School District** – The Proponent acknowledges and agrees that the School District will not be responsible for any interpretation or conclusion made or drawn by the Proponent from information furnished or made available by the School District to the Proponent and that the School District makes no representation or warranty regarding the correctness or sufficiency of any information furnished or made available by it to the Proponent in relation to the RFP.
- 2.5 **Request for Clarification and Information** – If a Proponent identifies any discrepancies, omissions, ambiguities or conflicts in the contents of the RFP Documents or seeks clarification or information relating to the RFP, the Proponent may send a written request for clarification or additional information to the School District Contact Person. Questions and requests for clarification or additional information are required to be made in writing and sent to the School District's Contact Person no later than five (5) calendar days prior to Closing Time. A Proponent shall not rely upon any oral explanation, interpretation, information or clarification received by it in relation to this RFP which shall not be binding upon the School District.
- 2.6 **Communications with a School District Contact Person** – All communications with the School District, save and except in relation to any meeting during the evaluation of a Proposal, should be made in writing by a Proponent to the School District Contact Person.
- 2.7 **Addenda** – The School District may, but is not required to, provide a response to a question or request for clarification or information by a Proponent in the form of a written Addendum. The School District may also issue a written clarification or amendment to the RFP Documents on its own initiative by written Addendum. All issued Addenda will be posted on the B.C. Bid Website.
- 2.8 **Addenda Acknowledgement** – A Proponent must acknowledge in its Fee Proposal Form its review of all Addenda issued by the School District.
- 2.9 **Liability Exclusion** – The Proponent acknowledges and agrees that the School District, its officers, directors, employees, agents and members of the Evaluation Committee and

Consulting Team, for whose benefit this term is incorporated in the RFP Documents, shall not be liable to a Proponent, and the Proponent agrees that it shall have no claim against any one or more of them, for any losses, expenses or damages incurred by the Proponent in its performance of the Contract which result directly or indirectly from the inability or failure of the Proponent to fully understand the nature and scope, and the risks relating to and the performance, of the Contract or any interpretation or conclusion made or drawn by a Proponent from information furnished or made available by the School District to the Proponent.

### **3. THE PROPOSAL**

#### **3.1 Proposal Submission**

3.1.1 **Mandatory Closing Time** – Proposals must be submitted to the School District no later than **2:00 p.m. on April 2<sup>nd</sup>, 2013**, which time and date shall be the Closing Time for submissions. The time of the submission of a Proposal will be deemed conclusively to be that time shown on the wall clock at the Submission Location at the time of physical delivery of the Proposal to the School District's receptionist at the Submission Location which time will be endorsed by the receptionist on the sealed envelope containing the Proposal upon submission.

3.1.2 **Extension of Closing Time** – The School District may, by written Addendum, extend the Closing Time in which case the extended time and date for submission of Proposals shall become the new Closing Time.

3.1.3 **Late proposals not considered** – Notwithstanding any other provision of the RFP Documents, Proposals submitted after the Closing Time will not be considered by the School District.

3.1.4 **Mandatory Location of Proposal Submission** – Proposals must be submitted by physical delivery to the School District's receptionist at the Main Reception Desk of School District No. 68 (Nanaimo/Ladysmith) situated at 395 Wakesiah Avenue, Nanaimo, BC, V9R 3K6.

3.1.5 **Sealed Envelope** – The Proposal must be submitted in a sealed envelope marked with the submitting Proponents name and RFP reference# 2433, and addressed to School District No. 68 (Nanaimo/Ladysmith), 395 Wakesiah Avenue, Nanaimo, BC, Main Reception, V9R 3K6. The sealed envelope must contain one hard copy version and one electronic version on computer disk of the Proposal including a Proposal Covering Letter (Appendix "A"), Fee Proposal Form (Appendix "B") and attachments, and Proponent's Qualifications, Experience and Methodology Form (Appendix "C") and attachments.

3.1.6 **Proposal Language** – The Proposal must be in the English language and completed in a non-erasable medium, such as ink or type.

3.1.7 **Form and Content of Proposal** – Proposals should be submitted in the form, and should include the content, required by the RFP Documents. The School District



may, but is not required to, decline to consider a Proposal the form and content of which does not substantially comply with the requirements of the RFP Documents. Where prices or rates are required to be set out in a Fee Proposal Form and attachments in both words and numbers, the numerical price or rate shall govern in the event of any conflict between the words and numbers. If the Proponent intends not to fill in a space for entry of information in the Fee Proposal Form and attachments it is desirable that it indicate its intention not to do so in the space provided rather than leaving the space blank.

3.1.8 **No Contract on Proposal Submission** – This RFP is not an offer or an agreement to purchase construction management services. No contract for construction management services will arise, if at all, unless and until the School District issues a Notice of Award to the successful Proponent.

### 3.2 **Revisions or Withdrawal of a Proposal**

3.2.1 **Withdrawal of a Proposal** – A Proposal submitted in response to this RFP may not be withdrawn by the Proponent for sixty (60) days after the Closing Time.

3.2.2 **Procedure** – A submitted Proposal may be withdrawn or amended by a Proponent prior to the Closing Time by delivery to the Submission Location of a written notice of withdrawal or amendment of the Proposal signed by the same person who executed the previously submitted Proposal, contained in a sealed envelope bearing the Proponent's name, the RFP reference # 2433 and addressed to School District No. 68 (Nanaimo/Ladysmith), Main Reception, 395 Wakesiah Avenue, Nanaimo, BC V9R 3K6 . Amendments to a Proposal submitted prior to the Closing Time should only refer to the relevant part or parts of the previously submitted Proposal which is to be amended, and should not be a re-submission of an entire Proposal.

### 3.3 **Execution of the Proposal**

3.3.1 **Legal Capacity of the Proponent** – A Proponent must have the legal capacity to submit a Proposal and enter into a binding Contract.

3.3.2 **Execution** – A Proposal Covering Letter (Appendix "A"), Fee Proposal Form (Appendix "B") and Proponent's Qualifications, Experience and Methodology Form (Appendix "C") must be signed by an authorized signatory for and on behalf of the Proponent. The full name of the Proponent, the title of the authorized signatory and the date of execution should be set out in the spaces provided for that purpose in each document.

3.4 **No Obligation to Proceed** – This request for Proposals does not commit the School District to select a preferred Proponent or to enter into a Contract, and the School District reserves the right, at its discretion, to reject at any time any and all Proposals and terminate this Request for Proposals and competitive procurement process.

**4. PROPOSAL EVALUATION**

4.1 **Evaluation** – A Proposal delivered in response to this RFP may be considered and evaluated by the School District.

4.2 **Evaluation Committee** – A Proposal submitted at the Submission Location no later than the Closing Time in substantial conformity with the requirements of the RFP Documents may be considered and evaluated by an Evaluation Committee constituted by the School District for that purpose. The Evaluation Committee may seek and obtain the assistance of other persons, as it considers desirable, to facilitate the evaluation of the technical, financial, legal and other aspects of a Proposal.

4.3 **Proposal Evaluation** – In evaluating a Proposal, the Evaluation Committee may consider any or all of the information received from and with reference to a Proponent, the School District's knowledge of and past experience with the Proponent, and any information regarding the Proponent received by the Evaluation Committee from references and others which information it considers, in its absolute discretion, reliable.

**4.4 Proposal Evaluation Criteria**

4.4.1 **Mandatory Submission Requirements** – In order to be considered by the School District, a Proposal Covering Letter (Appendix "A"), a Fee Proposal Form (Appendix "B") and the Proponent's Qualifications, Experience and Methodology Form (Appendix "C"), each signed by an authorized signatory on behalf of the Proponent, must be submitted no later than the Closing Time at the Submission Location.

4.4.2 **Evaluation Criteria Matrix and Ranking** – A Proposal submitted in accordance with the mandatory requirements of Section 4.4.1 may be evaluated by the Evaluation Committee and ranked according to their point score or scores in each case based upon the following Evaluation Criteria Matrix.

	<b>Maximum Points Available</b>	<b>Minimum Points required for Categories 1 and 2</b>
<b>Category 1 – Qualifications, Experience and Methodology</b>		
1.1 Relevant Project Experience	30 points	
1.2 Public Tendering Procedures	5 points	
1.3 Schedule and Cost Control	20 points	
1.4 Public Safety	5 points	
1.5 Human Resource Capacities and Assignment	15 points	

<b>Category 1 (Subtotal)</b>	<b>75 points</b>	<b>45 points</b>
<b>Category 2 – Fee Proposal</b>		
2.1 Fixed Fee for F1 Services	20 points	
2.2 Other Fee Proposal Requirements	5 points	
<b>Category 2 (Subtotal)</b>	<b>25 points</b>	<b>15 points</b>
<b>Total Score for Categories 1 and 2</b>	<b>100 points</b>	

- 4.4.3 **Failure to Meet Minimum Score** – If a Proponent fails to achieve a minimum score in either of evaluation category 1 or 2 as set out in the Evaluation Criteria Matrix, its Proposal will not be further considered or evaluated by the Evaluation Committee and will be rejected.
- 4.4.4 **Fixed Proposal Price Scoring** – Upon evaluation, the Proponent that submits the lowest fixed fee in its Fee Proposal Form for F1 Services will be awarded twenty (20) points for item 2.1 in Category 2 of the Evaluation Criteria Matrix. Other Proponents whose Fee Proposal Form contains other than the lowest fixed price fee for F1 Services will be awarded points for that category based on the following formula: twenty (20) points x (lowest fixed fee amount divided by higher fee amount in the Fee Proposal Form being scored) = points scored.
- 4.4.5 **Evaluation Process** – The Evaluation Committee may review and assess each Proposal submitted in accordance with the mandatory requirements in Section 4.4.1 and, in its absolute discretion, may determine which Proposal or Proposals provide the best overall value to the School District having regard to the scores awarded in each case according to the Evaluation Criteria Matrix.
- 4.4.6 **Proponent's Meeting and Supplementary Information** – The Evaluation Committee may, but is not required to, meet with a Proponent after the Closing Time for the purpose of obtaining additional or supplementary information with respect to a Proposal or Proponent, and otherwise may require the provision by a Proponent of supplementary information relating to a Proposal and the Proponent and may conduct such inquiries in a meeting that it considers desirable for the purpose of evaluating a Proposal. Additional information received in a meeting or meetings with a Proponent may be considered by the Evaluation Committee in scoring points according to the Evaluation Criteria Matrix.
- 4.4.7 **References and Supplementary Information** – The Evaluation Committee may, for the purpose of evaluating a Proposal, seek and obtain information relating to a Proponent from references identified in that Proponent's Qualifications, Experience and Methodology Form. A Proponent will be deemed to have consented to and authorized any reference identified by it to provide information

in confidence to the Evaluation Committee for the purpose of the evaluation of that Proponent's Proposal. The Proponent, by submitting a Proposal, agrees not to request the disclosure by the School District of any information provided by a reference identified in the Proponent's Proposal, and the School District shall not be required to disclose the same to a Proponent.

4.4.8 **Preferred Proponents** – The Evaluation Committee will select one or more preferred Proponents who are awarded the highest score and ranking for the purpose of entering into negotiations with one or more of them, which negotiations may result in a Contract award to a successful Proponent.

## 5. **NEGOTIATION, AWARD OR REJECTION OF PROPOSALS**

5.1 **Negotiations with a Preferred Proponent or Proponents** – The School District may, in its discretion, negotiate any or all of the terms of a Contract with one or more of the highest ranked Proponents. The School District will first enter into negotiations with the Proponent which has the highest overall ranking. If those negotiations do not result in the award of a Contract to the highest ranked Proponent within thirty (30) days of the commencement of negotiations then the School District may terminate those negotiations and at its sole discretion may elect to enter into negotiations with the second highest ranked Proponent or may terminate the RFP and the competitive procurement process. The School District reserves its right to terminate negotiations with any one or more Proponents at any time for any reason whatsoever.

5.2 **Disclosures during negotiation** – In negotiations with a Proponent, the School District is under no obligation to disclose details of any negotiations with any other Proponent, or to offer the same or comparable terms of a proposed Contract to more than one Proponent.

5.3 **Agreement to be Bound and Notice of Award** – The School District reserves the right in its absolute discretion to accept a Proposal, as presented, or on such terms as may be negotiated and agreed to with the successful Proponent. The successful Proponent must execute a Contract on terms negotiated and agreed to by the School District and the successful Proponent upon receiving a Notice of Award issued by the School District.

5.4 **Notice to Proceed** – The successful Proponent shall commence the performance of Services under the Contract upon delivery to it by the School District of a written Notice to Proceed, in accordance with its terms.

5.5 **Termination of the RFP** – The School District may at any time prior to the award of a Contract terminate the RFP and the competitive procurement process for any reason whatsoever.

## 6. **SCHOOL DISTRICT'S RIGHTS**

6.1 **The School District's Privilege** – The School District may, but is not be required to, reject any or all Proposals and to enter into a Contract with a Proponent whose Proposal is not the lowest in overall cost to the School District.

6.2 **The School District's Discretion** – Subject to the requirement that a Proponent meet the mandatory requirements in Section 4.4.1.

6.2.1 The School District may, but shall not be required to, waive informalities, irregularities, qualifications, conditions, omissions or other deficiencies in a Proposal, and any failure of a Proponent to comply with the requirements of the RFP Documents including, without restriction, the method of submission of a Proposal, and may enter into a Contract with a Proponent whose Proposal is materially non-compliant with the requirements of the RFP Documents; and

6.2.2 The School District may, but shall not be required to, reject without proceeding to a full evaluation any Proposal that the Evaluation Committee, in its absolute discretion, fails to establish that the Proponent has adequate qualifications, capacity, experience or ability to perform the Services.

6.3 **Rejection of all Proposals** – In the event that the School District rejects all Proposals, it may, in its absolute discretion, issue a new request for proposals on the same or different terms as contained in the RFP Documents.

## 7. **COLLECTION AND USE OF PERSONAL INFORMATION**

7.1 **Use of personal information** – Proponents are responsible for familiarizing themselves, and to ensure that they comply, with the laws applicable to the collection and dissemination of personal information, including resumes and other personal information concerning employees and references. The Proponent will ensure that it has obtained the signed written consent of its employees in each case before providing personal information to the School District pursuant to the RFP Documents. Written consents should provide that personal information may be forwarded by the Proponent to the School District for purposes relating to this RFP and its evaluation of a Proposal. The School District may, at any time, request the provision to it of a copy of a signed consent, and upon that request being made, the Proponent should forthwith provide the same to the School District.

7.2 **F.O.I.P.P.A.** – The School District is subject to the British Columbia *Freedom of Information and Protection of Privacy Act* and associated *Regulations* (collectively, "FOIPPA"), a copy of which is available for review at <http://www.gp.gov.bc.ca>.

7.3 **Ownership of Proposals** – All Proposals, including any documents submitted to the School District by a Proponent in accordance with the requirements of the RFP Documents, shall become the property of the School District and will not be returned to the Proponents. Documents and information received by the School District will be held in confidence by the School District, subject to the provisions of FOIPPA and other legal or regulatory requirements, subject to its disclosure and use for purposes relating to this Request for Proposals and competitive procurement process.

## **8. EXCLUSION OF LIABILITY AND LIMITATION OF DAMAGES**

- 8.1 **Exclusion of Liability** – The Proponent acknowledges and agrees that neither the School District, nor its members, directors, officers, employees and agents, including the members of the Evaluation Committee and the Consulting Team, for whose benefit this term is incorporated in the RFP Documents, shall have any liability whatsoever and howsoever arising, whether at law, in contract or in tort, for or in relation to any claim, suit, action or cause of action for damages, costs and expenses (including legal costs), incurred by the Proponent arising out of any act or omission of one or more of them relating to the RFP and the competitive procurement process including, without limitation, acts or omissions relating to the consideration, evaluation or rejection of a Proposal, the award or failure to award a Contract or the termination of the RFP and competitive procurement process.
- 8.2 **Limitation of Damages** – The Proponent further acknowledges and agrees that if, notwithstanding Section 8.1, a member or members of the Consulting Team and Evaluation Committee or the School District or its officers, directors, employees or agents are found liable to a Proponent by a Court of competent jurisdiction for acts or omissions by any one or more of them relating to this RFP and competitive procurement process, the total damages, losses and costs (including legal costs) payable to the Proponent shall be limited to, and shall not exceed, an amount equal to the direct costs and expenses incurred by the Proponent in the preparation and submission of its Proposal.
- 8.3 **Survival** – Section 8 shall survive the completion or termination of this RFP including, without limitation, the award of a Contract.

## **9. GENERAL**

- 9.1 **No Obligation to Proceed** – Notwithstanding any other terms hereof, this RFP does not commit the School District in any way to proceed to consider or evaluate a Proposal or Proposals or award a Contract and the School District specifically reserves the right at any time, in its absolute discretion, whether before or after Closing Time, to terminate this RFP for any reason.
- 9.2 **No Lobbying** – Proponents should not communicate directly or indirectly with an employee or representative of the School District, any elected officials of the School District, or any member of the Evaluation Committee with respect to this RFP, other than as may be expressly permitted by the RFP Documents. The School District may reject the Proposal of a Proponent who participates or acquiesces in lobbying activities which could improperly influence the outcome of this RFP and a fair and transparent competitive procurement process, and without limitation, the School District's decision to award a Contract.
- 9.3 **No Collusion** – Proponents and their employees and representatives who are involved with the preparation, submission and negotiations relating to a Proposal, should not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, or agent of any other Proponent, the content of its Proposal with a

view to improperly influencing the outcome of the RFP and a fair and transparent competitive procurement process and, without limitation, the award of a Contract.

- 9.4 **Pricing Requirements** – All hourly rates, fees, costs, charges and pricing contained in the Fee Proposal Form (Appendix "B") submitted by a Proponent shall be expressed in Canadian dollars, exclusive of PST, GST, HST or any provincial environmental levy, save and except as they may be expressly required to be included by the terms of the RFP Documents.
- 9.5 **Proponent's Costs for Preparing a Proposal** – The Proponent acknowledges and agrees that it is solely responsible for its own costs and expenses in preparing and submitting a Proposal, and relating to any meetings, discussions or negotiations with the Evaluation Committee or the School District, with regard to this RFP.
- 9.6 **Criminal Record Check** – The Proponent acknowledges that the School District may require a criminal record check relating to any employee or independent contractor of the successful Proponent who may reasonably be expected to have unsupervised access to children at the Wellington Secondary School site in the performance of the Services.
- 9.7 **Governing Laws** – The laws of the Province of British Columbia shall apply to and govern the interpretation, application and implementation of the RFP Documents awarded.

RFP #2423

## Appendix A : Proposal Covering Letter

*Letterhead or Proponent's name and address*

**School District No. 68 (Nanaimo-Ladysmith)**

*Date*

395 Wakesiah Avenue, Nanaimo, BC

Main Reception

V9R 3K6

Attention: Mr Phil Turin  
Secretary Treasurer

Dear Mr Turin:

Subject: **Construction Management Services:  
Wellington Secondary School - Seismic Upgrade/Addition  
Request for Proposal #2423**

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal. We enclose the following:

- .1 Fee Proposal Form with attached Contract Schedules B1 and C; and
- .2 Proponent Qualifications, Experience, and Methodology, with attachments.

We have carefully read and examined the Request for Proposal and accompanying documentation and have conducted such other investigations as were prudent and reasonable in preparing our proposal. We agree to be bound by statements or representations and insofar as the current project schedule provides, to manage the project with the staff and resources presented in this proposal, excepting always employment change beyond the proponents control and with the prior approval of the School District, which should not be unreasonably withheld. We agree that, if successful, we will enter into an agreement with School District No.68 (Nanaimo-Ladysmith) in accordance with the terms and conditions of the Canadian Construction Documents Committee 5A (2010) Agreement between Owner and Construction Manager for Services.

Yours truly,

Full Legal Name of Proponent (*print*): \_\_\_\_\_

Name of Proponent's Authorized Signatory (*print*): \_\_\_\_\_

Title/Position of Proponent's Signatory (*print*): \_\_\_\_\_

Signature of Proponent's Authorized Signatory: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



**APPENDIX B**  
**FEE PROPOSAL FORM**

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We, hereby offer to enter into a Construction Management Contract – for Services in CCDC-5A (2010) form with Supplementary General Conditions ("Contract") in accordance with the terms of the Request for Proposal Documents and this Fee Proposal Form and attachments, for the provision of Services to manage the construction of the Wellington Secondary School Seismic Upgrade/Addition Project, on the compensation terms set out in Sections 1 to 4, inclusive, of this Fee Proposal Form and attachments. Our fee proposal is as follows:

**SECTION 1 – TOTAL FIXED FEE**

Total Fixed Fee (excluding applicable value added taxes) for the provision of F1 Services as described in Contract Article A-5.2.1 and Contract Schedule A1 as contained in RFP Schedule 4 (*print fee amount in words followed by numerical figures on the line below*):

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The Total Fixed Fee is allocated between phases of F1 Services, as follows:

- |     |                         |          |
|-----|-------------------------|----------|
| (1) | Pre-construction Phase  | \$ _____ |
| (2) | Construction Phase      | \$ _____ |
| (3) | Post-construction Phase | \$ _____ |

It is acknowledged that no fee based upon a percentage of construction costs pursuant to Contract Article A-5.2.2 will be payable by the School District in addition to the Total Fixed Fee under Contract Article A-5.2.1, above.

**SECTION 2 – COMPENSATION FOR ADDITIONAL SERVICES**

Compensation for Additional Services provided by site-based personnel relating to on-site supervision, provision of temporary services and miscellaneous site labour only, as approved by the Owner, is set out in Contract Schedule B1 contained in RFP Schedule 4 as completed, attached and forming a part of this Fee Proposal.

**SECTION 3 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 AND B1**

Compensation for reimbursable expenses pursuant to Contract Article A-5.3, together with an administrative charge of five (5) percent thereon, for actual expenses incurred in performing the Services identified in Contract Schedules A2 and B2, contained in RFP Schedule 4, and forming a part of this Fee Proposal.

**SECTION 4 – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER**

Compensation at time-based rates for personnel employed by us as set out in Contract Schedule C, contained in RFP Schedule 4, as completed, attached and forming a part of this Fee Proposal.

Specific burden multipliers and mark-ups applied by us to our own forces hourly rates (in addition to the administrative charge noted in Section 3 above) are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We confirm that the personnel rates quoted in Contract Schedule B1 (Additional Services and Compensation) and Contract Schedule C (Time-based Rates for Personnel Employed by the Construction Manager) contained in RFP Schedule 4 as completed, attached to and forming a part of this Fee Proposal, will remain in force and effect until August 1, 2016.

This Fee Proposal is based upon the RFP Documents including the following Addenda, which have been reviewed by us:

- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_

We attach to this Fee Proposal Form completed Contract Schedules B1 and C in the forms contained in RFP Schedule 4.

Full Legal Name of Proponent (*print*): \_\_\_\_\_

Name of Proponent's Authorized Signatory (*print*): \_\_\_\_\_

Title/Position of Proponent's Signatory (*print*): \_\_\_\_\_

Signature of Proponent's Authorized Signatory: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

- end -

## **Appendix C : Proponent Qualifications, Experience, and Methodology**

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Proponents shall submit responses to the following submission requirements using the form provided (add additional pages where blank space is insufficient) OR in a format that replicates Appendix C. It is the School District's intent that each proponent responds to the exact same submittal requirements and in the order provided.

### **.1 Relevant Project Experience**

#### **.1 Designated Projects**

- .1 Provide a list of at least three relevant construction projects ("designated projects") that the specific management team and site superintendent has performed in occupied public institutional buildings (especially schools) for structural seismic upgrading or major renovations/additions over the past five years, with a brief description of the scope of work and the project size, value and completion date.
- .2 Provide a brief introduction to each relevant designated project, the challenges that were encountered and the methods employed to successfully overcome them.
- .3 Identify, describe roles and provide resumes for each of your firm's proposed project team member(s), both site and office based personnel who have worked on these designated projects and who will be specifically assigned to the proposed project.
- .4 Provide a list of at least four contact names and telephone numbers as references for your firm's construction management projects, including at least one major subtrade. At least two of these references should relate to the specific project manager and/or site superintendent actually proposed for this project, and for a major facility renovation of like-size and complexity. The School District reserves the right to obtain a reference from any of the contacts identified.

.1 **Relevant Project Experience**

.1 Designated Projects (Cont'd)

**Response:**

.1 **Relevant Project Experience (cont'd)**

.2 Vancouver Island Project Experience

- .1 Provide examples of local Vancouver Island construction projects and clients/firms/contractors that have worked with the Construction Manager. Describe local knowledge of the construction market and relations with local sub-contractors.

**Response:**

## **.2 Public Tendering Procedures**

- .1 Describe your firm's experience of public tendering procedures and transparency. Describe or reference public tendering and contracting procedures that your firm follows. Give reference to any fairness auditor oversight or other evaluation of tendering processes and their conformity to the Ministry of Finance Capital Asset Management Framework or similar federal or municipal tender policies and procedures.
- .2 Describe your firm's familiarity and use of Bid Central or a recognized electronic bidding format, indicating recent use of electric tendering placement and bid closing.

Note: Proponents are to base their proposal on the understanding that there is no guarantee of using Own Forces for any of the Trade Contracts.

**Response:**

.3 **Schedule and Cost Control**

.1 Cost Control and Value Management

- .1 Describe the process you employ to manage construction costs and long term value for money.

**Response:**



.3 **Schedule and Cost Control (cont'd)**

.2 Performance on Designated Projects

- .1 For the three designated projects described in 1.1.1 above, summarize the approved total project construction budget, any project funding amendments and final reconciled costs at completion in comparison to the original or amended budget. Indicate any reason for budget amendments and at what stage these were authorized by the owner.
- .2 For the same projects, specify the dates planned for construction start and completion in comparison to the actual dates of construction start and completion, providing reasons for change.

**Response:**

**.3 Schedule and Cost Control (cont'd)**

**.3 Sample Monthly Report**

- .1 Provide or attach, a sample monthly report (with project identification removed) that illustrates the reporting format and methodology that is proposed for this project. The sample report should, if possible, include but need not be limited to, the following content:
  - .1 Covering Letter to Owner
  - .2 Purchase Order Listing
  - .3 Summary Budget Report
  - .4 Detailed Budget Report
  - .5 Current Payment Listing
  - .6 Project Schedule
- .2 Explain how the form and content of the sample monthly report would be advantageous for the School District.

**Response:**

.4 **Public Safety**

.1 Safety Record

- .1 Describe your firm's safety record, WorkSafe BC Experience Rating and your experience in or adjacent to operating public institutional facilities.
- .2 Provide or attach a statement or letter from an owner representative for at least one of the three designated projects in 1.1.1 above, attesting to your firm's public safety procedures.

**Response:**

.4 **Public Safety (Cont'd)**

.2 Public Record

- .1 Provide, as an attachment, an example of a recent public safety management plan and a daily site safety checklist for a like-size project.

**Response:**

#### **.4 Human Resource Capacities and Assignment**

- .1 Specify your human resource capacity to carry out pre-construction, construction, and post-construction services.
- .2 Provide or attach an Assignment of Responsibility by Task matrix clearly indicating how CM tasks in each phase are split between office staff providing fixed fee services and reimbursable staff on site. Codify the matrix to indicate for each task whether a team member has a primary responsibility, a review role, or an assist role.
- .3 Provide an estimate of average reimbursable site staffing broken out by category (i.e. site superintendent, safety officer, carpenter, labourer) as anticipated for the duration of construction phase services. Include an explanation as to why the estimate is appropriate and advantageous to the School District for this project.

**Response:**

Full Legal Name of Proponent (*print*): \_\_\_\_\_

Name of Proponent's Authorized Signatory (*print*): \_\_\_\_\_

Title/Position of Proponent's Signatory (*print*): \_\_\_\_\_

Signature of Proponent's Authorized Signatory: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## RFP Schedule 1: Project Budget

A Capital Project Agreement (CPA) between the Nanaimo-Ladysmith School District Board and the Ministry of Education for **Wellington Secondary Seismic Upgrade and Partial Replacement** was signed on Feb 1, 2013.

In this CPA the funding contribution sources are listed as:

.1 PROVINCIAL FUNDING CONTRIBUTION

In accordance with the Boards Capital Project Bylaw 115385 adopted on February 27 2013, the Ministry will:

- a) Provide the Board capital funding to be used for the purposes of the Capital Project in the amount of

*Twenty-Two Million, Five Hundred Sixty-Two Thousand, Seven Hundred Eighteen Dollars, Zero Cents (\$ 22,562,718.00)*

This amount includes the base funding amounts for Identified Risks set out under the heading “Fixed Allocation”.

- b) Provide the Board additional capital funding up to a maximum amount of:

*One Million, Three Hundred Nine Thousand, Nine Hundred Twenty-Five Dollars, Zero Cents (\$ 1,309,925.00)*

This maximum amount includes the funding amounts for Identified Risks set out under the heading “Not to Exceed Contingency”, which may be accessed in the event that the actual costs of the Identified Risks exceed the base funding amounts referenced in the subparagraph (a)

.2 MINISTRY OF EDUCATION RESTRICTED CAPITAL

The provision of funding is subject to the Board allocating:

*Three Million Dollars (\$3,000,000.00)*

to the Capital Project from its Ministry of Education Restricted Capital.

## **RFP Schedule 2: Proposed Schedule**

The following is the proposed Project Schedule which has been derived from the schedule contained on the Seismic Project Definition Report (RFP Schedule 3), The School District anticipates that this schedule will be compressed and modified to reflect consultation with the Construction Manager, upon their participation in the detailed planning of the Project,

<b><u>Completion Date</u></b>	<b><u>Milestone</u></b>
March 28, 2013	Schematic Design Refinement – Tender Package 1 (TP1) and Tender Package 2 (TP2)
April 20, 2013	Design Development Phase – TP1
May 31, 2013	Construction Documents for TP1
June 6, 2013	Design Development Phase for TP2
June 27, 2013	TP1 Tendered/Awarded for 2013 Work
December 31, 2013	TP1 construction complete
November 21, 2013	Construction Documents for TP2 complete
January 2, 2014	TP2 Tendered/Awarded
August 1, 2016	Final Completion



RFP # 2423

## **RFP Schedule 3: Seismic Project Definition Report**

Attached, and forming a part of the RFP Documents, for background information relating to Project feasibility, is the Seismic Project Definition Report, dated November 30, 2012.

**WELLINGTON SECONDARY SCHOOL - Seismic Upgrade/Addition Project**

**SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION**

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

# RFP SCHEDULE 4

## SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

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

# RFP SCHEDULE 4

## SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p><b>2. CONSTRUCTION</b></p> <p>(*Note:            F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES.            F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES.            F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	<p>Performed by the Owner or Someone Other Than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>
<p><b>2.1 General Services</b></p> <p><b>.1</b> Chair and minute regular <i>Project</i> meetings with the <i>Owner</i>, the <i>Consultant</i> and <i>Trade Contractors</i>.</p> <p><b>.2</b> Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p><b>.3</b> Provide administration as described in the trade contract documents including.</p> <p>(1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>.</p> <p>(2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>.</p> <p>(3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>.</p> <p>(4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>.</p> <p>(5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manager</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>.</p> <p>(6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties.</p> <p>(7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute.</p> <p>(8) Investigate the impact on <i>Work of each Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery.</p> <p>(9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>.</p>		<p>F1</p> <p>F1</p> <p>F1</p>
<p><b>2.2 Project Control and Scheduling</b></p> <p><b>.1</b> (1) Establish and implement organization and procedures with respect to all aspects of the <i>Project</i>.</p> <p>(2) Provide to <i>Trade Contractors</i> the <i>Project</i> schedule that indicates the timing of major activities of the <i>Project</i> in sufficient detail for <i>Trade Contractors</i> to schedule their <i>Work</i>.</p> <p>(3) Provide coordination and general direction for the progress of the <i>Project</i>.</p> <p>(4) Monitor the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>(5) Coordinate all <i>Trade Contractors</i> in the performance of their respective <i>Work</i>, with one another and with the activities and responsibilities of the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(6) Review the performance of <i>Trade Contractors</i>' personnel and equipment and the availability of materials and supplies to meet the <i>Project</i> schedule and recommend courses of action to the <i>Owner</i> when requirements of a trade contract are not being met.</p> <p>(7) Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the <i>Owner</i> and <i>Trade Contractors</i> adjustments in the schedule to achieve the <i>Project In-Use Date</i>. Provide summary reports of each monitoring and document all changes in schedule.</p>		<p>F1</p>

# RFP SCHEDULE 4

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

# RFP SCHEDULE 4

## SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

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

# RFP SCHEDULE 4

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

# RFP SCHEDULE 4

## SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

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

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



# RFP SCHEDULE 4

## SCHEDULE B1 – ADDITIONAL SERVICES AND COMPENSATION

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

			Method of Compensation (*F1/F2/F3)
Fixed rates for our on site personnel providing temporary work are as follows:			F3
Position	Name	Hourly Rate	F3
Site Superintendent	_____	_____/Hr.	
Journeyman Carpenter	_____	_____/Hr.	
Apprentice Carpenter	_____	_____/Hr.	
First Aid	_____	_____/Hr.	
Labour Foreman	_____	_____/Hr.	
Labourer	_____	_____/Hr.	
<p>Note: All project Services as shown as F1 in Schedule A1 shall be performed by office based staff and included in the Fees detailed under Article 5.2. The rates shown for site based personnel above relate to on site supervision, provision of temporary services and miscellaneous site labour only and as approved by the Owner.</p>			

# RFP SCHEDULE 4

## SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

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

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

RFP SCHEDULE 4

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

Personnel employed by the Construction Manager in the performance of the Services	Unit	Rate
Note: All project Services shown as F1 in Schedule A1 shall be performed by office based staff and included in the Fees detailed under Article 5.2. The rates shown for office based personnel below relate to Additional Services only.		
President/Principal	Hour	\$ /Hr.
Director of Construction	Hour	\$ /Hr.
Construction Manager	Hour	\$ /Hr.
Corporate Safety Officer	Hour	\$ /Hr.
Support Services Lead	Hour	\$ /Hr.
Support Services	Hour	\$ /Hr.
Others (as appropriate)	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.
	Hour	\$ /Hr.

The following amendments to the CCDC-5A contract shall be incorporated into and form part of the contract the same as if they had been written into the original.

## **GENERAL CONDITIONS**

### **PART 8 INSURANCE**

#### **GC 8.1 INSURANCE**

Delete section in its entirety and replace with the following:

The Construction Manager shall, during the term of this Agreement, provide, maintain and pay for the following insurance:

- 8.1.1 Automobile Liability Insurance on all licensed vehicles owned by or leased to the Construction Manager, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Construction Manager, its subconsultants and their respective servants, agents or employees. The Policy shall have limits of liability of not less than \$5 million inclusive per occurrence.
- 8.1.2 Professional Errors and Omissions Insurance covering the Construction Manager and its officers, directors and employees against liability for damages arising out of the provision of professional services under this Agreement. This insurance shall have limits of liability of not less than \$1 million inclusive of any one claim, exclusive of defence and investigation costs.
- 8.1.3 Commercial General Liability Insurance protecting the Construction Manager and its officers, directors and employees, servants and agents against claims for damages arising out of property damage or bodily injury caused by an occurrence. The Policy shall be maintained from the date of commencement of Work until the Construction Manager completes its Services and be for an amount of not less than \$5 million per occurrence. The liability coverage under this Policy shall provide for completed operations hazards coverage on an ongoing basis for a period of six years following substantial completion of the Project.

#### **GC 8.2**

The School District shall provide, for its own benefit and the benefit of the Construction Manager the following insurance:

- 8.2.1 Wrap-up general liability insurance in the joint names of the School District, the Construction Manager, the Consultant, all trade contractors, all subconsultants, and all trade subcontractors with limits of not less than \$10 million per occurrence and a deductible of not more than \$10,000. This insurance coverage shall be primary to all other insurance of this nature. This insurance shall be maintained from the date of commencement of the Project until 90 days after substantial completion. The School District will provide coverage for completed operations hazard from the date of substantial completion for a period of two years.

8.2.2 All risks course of construction coverage covering all property of every kind and description to be used in the construction of the Project, including structures, equipment furnishing, temporary works and all of their property to be installed in or supplied to or purchased for the work or at the place of work or elsewhere in Canada or in the continental United States of America, or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by the School District. The Construction Manager shall observe and cause to be observed the terms, conditions and exclusions of such policy and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Construction Manager.

#### GC 8.3

The insurance which the Construction Manager is required to obtain by GC 8.1 shall provide that the insurance shall not be cancelled or materially changed in any way, without the insurer giving at least 30 days prior written notice to the School District.

#### GC 8.4

The Construction Manager shall provide to the School District copies of the insurance policies it is required to place by GC 8.1 immediately following execution and delivery of the Contract and prior to the commencement of any of the Construction Manager's services.

#### GC 8.5

The insurance to be provided hereunder and the requirement to place and maintain such insurance shall in no way limit the Construction Manager's liability, unless otherwise provided in this Agreement.

### **SCHEDULE A1 TO THE AGREEMENT - SERVICES AND COMPENSATION**

## **2. CONSTRUCTION**

### **2.6 Payments to Trade Contractors and Suppliers**

2.6.1(3) Delete sentence and replace with: "For the purposes of administering the requirements of the BC Builders Lien Act, perform the role of Payment Certifier for Trade Contractors. This service shall be performed by the Construction Manager as an F1 Service".

### **2.8 Health and Construction Safety**

Add:

"2.8.1(3) For the purpose of compliance with WorkSafeBC, perform the role of "prime contractor" for the project workplace, and include related costs including WorkSafeBC fees/charges as part of F1 Services. This service shall be performed by the Construction Manager as an F1 Service".