

APPENDIX A

CITY OF COQUITLAM SUPPLEMENTARY GENERAL CONDITIONS TO THE CCDC – 5A - 2010

These Supplementary General Conditions modify and amend the CCDC 5A – 2010 Construction Management Contract – for Services between the *Owner* and the *Construction Manager* and form part of the *Contract*. In the event of any conflict between the provisions of the *Contract Documents* and any provisions of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

SUPPLEMENTARY GENERAL CONDITIONS to the CCDC-5A-2010

These Supplementary General Conditions modify and amend the CCDC 5A – 2010 Construction Management Contract – for Services between the *Owner* and the *Construction Manager* and form part of the *Contract*. In the event of any conflict between the provisions of the *Contract Documents* and any provisions of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

AGREEMENT

1. In Article A-1 – The Services –

1.2 Delete in its entirety and replace with:

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

2.

3. In Article A-5 – Compensation For Services –

5.2.2 Delete in its entirety"

5.2.3 Delete in its entirety and replace with:

The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the Construction Manager incurred in performing the Services, and as identified in Schedules A2 and B2 to the agreement plus the administrative charge of NIL percent (except for the mark-up percentage for Own Forces Work as set out in Schedule B2 Item 10). If there are no receipts or invoices, the expenses shall be at a rate prevailing in the area of the Place of the Project as demonstrated and supported with suitable documentation to the satisfaction of the Owner acting reasonably.

4. In Article A-5 – Compensation For Services:

Add the following paragraph 5.6:

5.6 The compensation set out in this Article A-5 shall be the entire compensation owing to the *Construction Manager* for the *Services* and includes all costs associated with *Services* performed off-site, all overhead and profit and all other costs and expenses whatsoever incurred in performing the *Services*."

5. In Article A-6 Payments:

Revise "6.2.1 to read 1%"

Revise "6.2.2 to read 2%"

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1.	PRECONSTRUCTION - Performed by the Construction Manager
1.1	General Services
.1	Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> .
.2	Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.
1.2	Predesign
.1	Estimating:
	(1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> .
	(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.
.2	Scheduling: Prepare a preliminary overall <i>Project</i> schedule
1.3	Schematic Design Phase
.1	Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and equipment and provide recommendations on construction, and factors related to alternative designs and possible economies.
.2	Estimating:
	(1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase.
	(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget and make recommendations for corrective action.
.3	Scheduling: Prepare in consultation with the <i>Consultant</i> and the <i>Owner</i> a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the <i>Project-In-Use Date</i> .
.4	Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Project</i> .
1.4	Design Development Phase
	Constructability:
	(1) Provide updates as necessary regarding viability of materials and labour, building systems, and possible economies.
	(2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages, to help facilitate the subsequent bidding and awarding of trade and supply contracts.

	<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 Trade Contractors.</p> <p>(4) Prepare general functional layout of construction site access and organization and <i>Temporary Work</i>.</p> <p>Estimating and Cost Control:</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>Scheduling:</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 – DECRIPSTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, update the <i>Projects</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>
<p>1.5</p> <p>.1</p> <p>.2</p>	<p>Construction Document Phase</p> <p>Constructability:</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 <i>the 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>(5) Provide the front end specifications, including but not necessarily limited to Instructions to Bidders, Contract Scope of Work, Supplementary General Conditions to CCDC 17 Trade Contract, General Instructions and Temporary Facilities, to the Consultant for inclusion in the project specifications.</p> <p>Estimating and Cost Control:</p> <p>(1) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase.</p> <p>(2) Prepare the cash flow forecasts for the <i>Project</i>.</p>

(3) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget and make recommendations for corrective action.

.3 Scheduling:

(1) Prepare a *Project* schedule with appropriate details.

(2) Advise the *Owner* if it appears that the *Project* schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*, and make recommendations for corrective action, including changes to *Project* scope, schedule or budget.

.4 Make recommendations to the *Owner* regarding any equipment or materials which should be pre-ordered to meet the *Project* objective.

.5 Prepare general requirements.

.6 Collate, assemble and distribute bid documents.

1.	PRECONSTRUCTION - Performed by the Construction Manager (cont'd)
1.6	Construction Procurement Phase
.1	Scheduling: (1) Review and update the Project schedule with appropriate details.
.2	Contracting: (1) Develop methods of solicitation for Trade Contractors and the distribution of addenda. (2) Prepare the prequalification criteria for Trade Contractors and Suppliers as required by the Owner. (3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the Work of each Trade Contractor.
.3	Solicit bids.
.4	Assist the <i>Owner</i> in the evaluation and awarding of contracts. Issue letters of intent on behalf of the Owner. Prepare CCDC 17 Trade contracts for signing, receive and review contracts and all submittals after signing by Trade Contractors, once correct, forward to the Owner for signing and return signed copies to Trade Contractors.
.5	Update the cash flow forecasts for the <i>Project</i> .

2.	CONSTRUCTION
2.1	General Services
.1	Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> , the <i>Consultant</i> and <i>Trade Contractors</i> .
.2	Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i> .
.3	Provide administration as described in the trade contract documents including. <ol style="list-style-type: none"> (1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>. (2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>. (3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>. (4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>. (5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manager</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>. (6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties. (7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute. (8) Investigate the impact on <i>Work of each Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery. (9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>.

2.	CONSTRUCTION (cont'd)
2.2	Project Control and Scheduling
.1	<p>(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>
2.3	Common Construction Facilities and Services
.1	Arrange for the required <i>Temporary Work</i> .
2.4	Cost Control and Accounting
.1	<p>(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>.</p> <p>(2) Provide comprehensive written reports, submitted monthly concurrently with application for payments, detailing current activities and issues including but not necessarily limited to Tendering, Purchase Orders, Budget, Current Revisions, Anticipated Revisions, adequacy of contingency, Schedule and Payment.</p> <p>(3) Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i>.</p> <p>(4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.</p> <p>(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>.</p> <p>(6) Provide recommendations to the <i>Owner</i> for necessary changes to maintain <i>Project</i> budget and <i>Project</i> schedule.</p>
2.5	Changes in Work

.1	<p>(1) Develop and implement a system for processing changes in any <i>Work</i>.</p> <p>(2) Recommend appropriate changes in any <i>Work</i> to the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(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.</p> <p>(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>
2.	CONSTRUCTION (cont'd)
2.6	Payments to Trade Contractors and Suppliers
.1	<p>(1) Develop and implement a procedure for timely process of payments to <i>Trade Contractors</i> and <i>Suppliers</i>.</p> <p>(2) Promptly inform the <i>Owner</i> of the date of receipt of the <i>Trade Contractors'</i> applications for payment.</p> <p>(3) Promptly forward the application for payment received from the <i>Trade Contractors</i> to the <i>Consultants</i> for their input.</p>
.2	<p>(1) Determine the amounts owing to <i>Trade Contractors</i> and issue certificates for payment based on the <i>Construction Manager's</i> observations and evaluation of <i>Trade Contractors'</i> applications for payment.</p> <p>(2) Manage holdbacks to ensure compliance with the Builders Lien Act.</p>
2.7	Field Review
.1	<p>(1) Develop, implement and maintain a system for quality assurance and quality control.</p> <p>(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>
2.8	Health and Construction Safety
.1	<p>(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.</p> <p>(2) Review with the <i>Owner</i> the <i>Trade Contractors'</i> safety programs for compliance.</p>
2.9	Submittals
.1	<p>(1) Establish procedures for processing submittals.</p> <p>(2) Coordinate all relevant information required to perform any <i>Work</i>.</p> <p>(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.</p> <p>(4) Forward to the <i>Consultant</i> for review all shop drawings that are considered to be complete.</p> <p>(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.</p>

	(6) Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any <i>Work</i> .
2.10	Reports and Project Site Documents
.1	(1) Keep a daily log available to the <i>Owner</i> and the <i>Consultant</i> . (2) Maintain copies of all necessary documents at the <i>Place of the Project</i> . (3) Collate and compile record documents and operating and maintenance manuals in accordance with the <i>Owner's</i> requirements.
2.11	Start-up
.1	(1) Assist the <i>Owner</i> in coordinating and monitoring initial start-up and testing conducted by <i>Trade Contractors</i> . (2) Coordinate the commissioning of utilities, systems and equipment.
2.	CONSTRUCTION (cont'd)
2.12	Substantial Performance of the Work
.1	(1) Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting <i>Substantial Performance of the Work</i> of each <i>Trade Contractor</i> or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion. (2) Distribute certificates of <i>Substantial Performance of the Work</i> and final certificates for payment of <i>Work</i> of each <i>Trade Contractor</i> . (3) Arrange with <i>Trade Contractors</i> to finish <i>Work</i> to be completed or corrected.
2.13	Project In-Use Date
.1	(1) Determine, in consultation with the <i>Owner</i> and the <i>Consultant</i> , and advise <i>Trade Contractors</i> in writing of, the <i>Project In-Use Date</i> .
2.14	Handover
.1	(1) Inform the <i>Owner</i> and the <i>Consultant</i> in writing when <i>Work</i> of each <i>Trade Contractor</i> is ready for final review prior to issuance of final certificate for payment. (2) Seek, obtain and transmit to the <i>Owner</i> warranties (in consultation with the <i>Consultant</i> , if applicable), affidavits, releases, bonds, insurances, and waivers received from <i>Trade Contractors</i> . (3) Turn over to the <i>Owner</i> all keys and maintenance stocks. (4) Arrange for the issuance of the final certificate for payment for each <i>Trade Contractor</i> . (5) Assist the <i>Owner's</i> operating staff to facilitate a smooth and proper takeover of <i>Work</i> of each <i>Trade Contractor</i> and the <i>Project</i> , including all necessary training and instruction of the <i>Owner's</i> operating staff.

3.	POST-CONSTRUCTION
3.1	General Services

.1	(1) Chair and minute <i>Project</i> meetings with the <i>Owner</i> , the <i>Consultant</i> , and <i>Trade Contractors</i> . (2) Prepare final <i>Construction Cost</i> report.
3.2	Occupancy Review
.1	Assist the <i>Owner</i> in conducting post-construction occupancy review.
3.3	Warranties
.1	Assist the <i>Owner</i> in administering warranties.

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

The Construction Management fixed fee will include the following:

- i. all of the Construction Manager’s overhead and profit;
- ii. all costs associated with services performed off-site, including the cost of the Construction Manager’s off-site personnel, off-site centralized purchasing and procurement systems and services; central accounting, billing, costing and general administrative services;
- iii. all telephone calls, cell phones and faxes;
- iv. all computer usage;
- v. all travel within the Lower Mainland; and
- vi. courier charges.

The following reimbursable expenses would be paid if required in accordance with Article A-5, Section 5.3 of – Compensation for Services:

Reimbursable Expenses (A5.3)	
1.	The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.
2.	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> .
3.	The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor’s</i> insolvency or failure to perform.
4.	Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .
5.	Royalties, patent license fees and damages for infringement of patents and cost of defending suits therefore.
6.	Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.
7.	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.
8.	The costs incurred due to emergencies affecting the safety of persons or property.
9.	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> .
10.	Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as directed and pre-approved by the Owner in writing.

SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

The Construction Management fixed fee will include the following:

- i. all of the Construction Manager’s overhead and profit;
- ii. all costs associated with services performed off-site, including the cost of the Construction Manager’s off-site personnel, off-site centralized purchasing and procurement systems and services; central accounting, billing, costing and general administrative services;
- iii. all telephone calls, cell phones and faxes;
- iv. all computer usage;
- v. all travel within the Lower Mainland; and
- vi. courier charges.

The following reimbursable expenses would be paid if required in accordance with Article A-5, Section 5.3 of – Compensation for Services:

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 license 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 directed and pre-approved by the Owner in writing.

GENERAL CONDITIONS

1. In GC 2.1.1 after the words “B1 to the Agreement” delete the period at the end of the sentence and add the following: “in accordance with the *Contract Documents* and all applicable laws and regulations. The *Construction Manager* shall provide the *Services* with the degree of care, skill and diligence normally provided by a qualified and experienced construction manager performing services similar to the *Services* in British Columbia. The *Construction Manager* represents that it has the expertise, qualifications, resources and relevant experience to provide the *Services*.”

2. Delete GC 2.1.2 in its entirety and replace it with the following:

“The *Construction Manager* shall retain the personnel named in the *Construction Documents* in their designated roles for the duration of the assignment and not remove such listed personnel without the prior written approval of the *Owner*. The *Construction Manager* shall only retain personnel who have the qualifications, experience and capabilities to perform the *Services*. If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Construction Manager’s* personnel then the *Construction Manager* shall, on written request of the *Owner*, replace such personnel.”

3. In GC 3.1.1.2 after the words “Consultant’s services” add the following: “as necessary for the Consultant to perform the *Services*.”

4. Delete GC 3.1.1.6 in its entirety and replace with the following:

“The *Construction Manager* shall prepare the CCDC 17 contracts for each trade contract with scope and terms that meet with the *Owner’s* approval.”

5. Add the following new clause to GC 3.1.1.8:

(4) The *Owner* will ensure the *Construction Manager* is copied with all direct correspondence between the *Owner* and *Trade Contractors*.”

6. In GC 3.1.1.10 delete the last sentence and replace it with the following: “The *Construction Manager* shall notify the *Owner* if the *Construction Manager* discovers any errors or omissions in the information provided by the *Owner*. The *Construction Manager* shall not be responsible for relying on any inaccurate information provided by the *Owner* unless the *Construction Manager* knew (or should have known given the standard of care in GC 2.1.1, as amended by the Supplementary General Conditions) that the information was inaccurate.”

7. Delete GC 3.1.2 in its entirety and replace it with the following:

3.1.2 The *Construction Manager* shall be, and shall assume the responsibilities of, the “prime contractor” in connection with the *Services* for the purposes of the *Workers Compensation Act* (British Columbia), and as such the *Construction Manager* acknowledges its responsibilities for coordinating safety for the *Place of the Project*, including its own workers as well as those of *Trade Contractors* and all other parties performing work on or entering on the *Place of the Project*. The *Construction Manager* shall initiate, maintain and supervise all safety precautions and programs in connection with the *Services* and shall ensure that all *Trade Contractors* or other persons performing work on the *Project* have received adequate and appropriate health and safety training. The *Construction Manager* shall inform the *Owner* of any violations of its safety program, and the *Owner* may at any time require the *Construction Manager* to provide evidence of compliance with all health and safety requirements.

3.1.3 Prior to commencing the *Services*, the *Construction Manager* shall provide the *Owner* with evidence of the *Construction Manager’s Worker’s Compensation Board* registration number, coverage, and a letter of good standing issued by the *Worker’s Compensation Board* with respect to the *Construction Manager.*”

8. In GC 4.2.1 delete the words “20 calendar days” and replace them with the words “30 calendar days”.

9. Delete GC 4.2.2 in its entirety and replace it with the following:

4.2.2 The *Owner* may set off from payments owing to the *Construction Manager* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor’s* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor’s* behalf.”

10. In GC 4.2.3 at the end of the sentence delete the period and insert the following: “unless the variance is caused by the *Construction Manager* failing to meet the standard of care in GC 2.1.1, as modified by the Supplementary General Conditions.”

11. In GC 6.1.5 at the end of the sentence delete the period and insert the following: “less a reasonable amount to compensate the *Construction Manager* for any damages suffered by the *Owner* as a result of the *Construction Manager’s* default.”

12. Delete GC 6.1.6 in its entirety and replace it with the following:

6.1.6 The *Owner* may suspend or terminate this Contract at any time and for any reason by giving *Notice in Writing* to that effect to the *Construction Manager*. If the *Owner* terminates the *Contract*, or suspends the *Contract* for longer than 60 consecutive calendar days, pursuant to

this GC 6.1.6, then the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all costs and fees for *Services* properly performed to the date of termination or suspension, as applicable, plus reasonable wind-down costs actually incurred by the *Construction Manager*, but in no event shall the *Owner* be liable to pay any amount on account on lost profits, lost opportunities or other indirect or consequential costs or damages.”

13. Delete CG 6.1.7 and GC 6.1.8 in their entirety.

14. Delete GC 6.2.1 in its entirety and replace it with the following:

6.2.1 If the *Owner* fails to pay the *Construction Manager* in accordance with this *Contract*, then the *Construction Manager* may give the *Owner Notice in Writing* that the *Owner* is in default of the *Owner's* contractual obligations and notify the *Owner* to correct the default in the 15 *Working Days* immediately following the receipt of such *Notice in Writing*.”

15. Delete GC 6.2.3 in its entirety and replace it with the following:

6.2.3 If the *Construction Manager* terminates this *Contract* as described in paragraph 6.2.2, then the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* properly performed to the effective termination date plus reasonable wind-down costs actually incurred by the *Construction Manager*, but in no event shall the *Owner* be liable to pay any amount on account on lost profits, lost opportunities or other indirect or consequential costs or damages.”

16. Delete GC 9.1 in its entirety and replace it with the following:

GC 9.1 INDEMNIFICATION BY CONSTRUCTION MANAGER

9.1 The *Construction Manager* shall indemnify and save harmless the *Owner* and all of its officials, officers, employees, servants, representatives and agents (collectively the “**Indemnified Parties**”) from and against all claims, demands, causes of actions, suits, losses, damages and costs, liabilities, expenses and judgements (including all actual legal costs) which any of the Indemnified Parties incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the *Construction Manager* of any obligation of this *Contract*, or any wrongful or negligent act of the *Construction Manager* or any employee or agent of the *Construction Manager*.”

17. Delete GC 9.2.3, GC 9.2.4, GC 9.2.5 and GC 9.2.10 in their entirety.

18. Add the following as a new Part 10:

PART 10 MISCELLANEOUS

GC 10.1 MISCELLANEOUS

10.1.1 The *Construction Manager* acknowledges that the *Owner* is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the *Owner* required by law.

10.1.2 The *Construction Manager* agrees to return to the *Owner* all of the *Owner's* property at the completion of the *Contact*, including any and all copies or originals of reports provided by the *Owner*.

10.1.3 The *Construction Manager* hereby sells, assigns and transfers to the *Owner* the right, title and interest required for the *Owner* to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products or processes or other such work product produced by or resulting from the *Services* provided by the *Construction Manager*. This GC 10.1.3 does not give the *Owner* the right to sell such work product to any third party and the *Owner* may sell the work product only with the prior approval of the *Construction Manager*. The *Construction Manager* may retain copies of the work product.

10.1.4 The *Construction Manager* is an independent contractor. This *Contract* does not create the relationship of employer and employee, a partnership or a joint venture. The *Owner* shall not control or direct the details, means or process by which the *Construction Manager* performs the *Services*.

10.1.5 Except as provided by law or otherwise by this *Contract*, the *Construction Manager* shall keep strictly confidential any information supplied to, or obtained by, or which comes to the knowledge of the *Construction Manager* as a result of the performance of the *Services* and this *Contract*, and shall not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to complete the *Services* or as required by law.”

-END OF APPENDIX A-