SUPPLEMENTARY CONDITIONS
To CCA Document No. 5 1988

1.0 Article A-5 Contract Fee, paragraph (a)
Delete entirely as shown
Add: "The Contract Fee shall be a fixed fee amount and shall compensate the Construction Manager for the services provided by:

.1 all personnel listed in paragraph 5.2 of these Supplementary Conditions that are excluded from Reimbursable Expenses as referenced in paragraph (b) of Appendix 'A', Reimbursable Expenses; and for
.2 all costs listed in paragraph 5.9 of these Supplementary Conditions that are excluded from Reimbursable Expenses as referenced in paragraph (y) of Appendix 'A', Reimbursable Expenses; and for
.3 all other overhead costs and profit."

2.0 Article A-5 Contract Fee, paragraph (b)
Delete entirely as shown
Add: "If the actual total construction cost of the Work exceeds the Approved Construction Budget by 10%, including costs of Changes in the Work, then the Construction Management Fee shall be increased by an amount equal to a percentage of the difference between the actual cost and Approved Budget. The percentage fee adjustment shall be equal to the ratio of the original Fee to the Approved Construction Budget prior to such adjustment. The percentage fee shall not exceed 5%."

3.0 Article A-8 Payment
Add: (c) All payments to the Construction Manager shall be subject to a holdback of ten percent (10.0%) subject to the provisions of the Contract Documents and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply.

4.0 Article A-12 Language of the Contract
Delete entirely as shown
Add: "This Agreement is drawn in English.

5.0 Appendix 'A', Reimbursable Expenses

5.1 Paragraph (a)
Delete entirely as shown
Add: "Salaries, wages and benefits paid for supervision and/or labor in the direct employ of the Construction Manager in the performance of the Project under applicable collective bargaining agreements or under a salary or wage schedule agreed upon by the Owner and Construction Manager, but excluding the personnel included in the Contract Fee as listed in Supplementary Conditions 5.2."

5.2 Paragraph (b)
Delete entirely as shown
Add: "The salaries, wages, benefits and/or fees of the following personnel shall be included in the Contract Fee and shall not form part of the Reimbursable Expenses:
1. Project Manager/Construction Manager/Project Coordinator/Site Superintendent;
2. Cost Estimating, Cost Control & Value Analysis Personnel;
3. Project Scheduling Personnel;
4. Corporate Safety Program Personnel;
5. Overhead personnel located off-site and/or on-site including but not limited to:

a) Principal(s);
b) Office management and administration staff;
c) Secretarial staff;
d) Finance/accounting staff;
e) Procurement and office expediting staff; and
f) Legal counsel.

6. Personnel engaged at shops, or on the road, in expediting the production or transportation of materials or equipment."

5.3 Paragraph (d)
Delete entirely as shown
Add: "Subject to prior written approval of the Owner, traveling to a destination that exists beyond the geographical boundaries of Provincial Health Authority, in the performance of the Work, excluding traveling to and from a place of domicile. Travel within the region is not considered part of Reimbursable Expenses. Parking expenses at the Owner's facilities will be reimbursed for the Construction Manager's personnel only."

5.4 Paragraph (f)
Add: "The Construction Manager's portable on-site office facilities, including the supply of standard office equipment and furniture and desktop computer(s) and printer(s), subject to the prior approval of the Owner. Such office equipment and furniture and desktop computer(s) and printer(s) shall be turned over to the Owner at the completion of the Project."

5.4 Paragraph (p)
Delete entirely as shown
Add: "Insurance expenses sustained by the Construction Manager in relation to the Construction Manager Services.

5.5 Paragraph (q)
Delete entirely as shown
Add: "Third party costs for long distance electronic conveyances, long distance facsimile, long distance telephone; local and long distance shipping and courier services. Local telephone and facsimile shall not be included but telephone and facsimile at the on-site office shall be reimbursed."

Add: "Third party costs for plotting, reproduction and photocopying of plans, sketches, drawings, reports and other documents by the Construction Manager will be reimbursed. Costs for 'in-house' plotting, reproduction, and photocopying of documents by the Construction Manager shall not be reimbursed except at the on-site office; photocopying of documents by the Construction Manager shall not be reimbursed except at the on-site office."

5.6 Paragraph (t)
Delete entirely as shown

5.7 Paragraph (v)
Delete entirely as shown

5.8 Paragraph (x)
Delete entirely as shown

5.9 Paragraph (y)
Delete entirely as shown
Add: "Only Expenses specifically listed in Appendix 'A', Reimbursable Expenses shall be reimbursed by the Owner under the conditions of Article A-6, Reimbursable Expenses. All other Expenses shall be included in the Contract Fee."

6.0 GC 10 Applications for Payment:

7.1 Item 10.1:

Delete the word “Owner”

Replace with: “Managing Consultant / Payment Certifier”

7.2 Item 10.3

Delete the words “fifteen (15) days”

Replace with: “thirty (30) days”.

7.0 GC 14 Waiver

Delete entirely paragraphs 14.1 and 14.2.

8.0 GC 15 Indemnification by the Owner

8.1 Item 15.1

Delete entirely paragraphs 15.1

Replace with: The Owner shall indemnify and hold harmless the construction manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties, including all legal fees, costs and expenses incurred in defending such claims, that arise out of or are attributable to the Owner’s performance of the Contract except and proportion there of which is attributable to acts or omissions of the Construction Manager, his agents or employees, which constitute a breach of this contract and for which the construction manager is liable under the terms of this Contract.

8.2 Item 15.2

Delete entirely sentence 15.2 (c)

9.0 GC 16 Indemnification by Construction Manager

9.1 Item 16.1

Delete entirely paragraph 16.1.

Replace with:

“Notwithstanding the provision of coverage and insurance by the Owner, the Construction Manager will indemnify and save harmless the Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Construction Manager or of any agent, employee, officer, director or Subcontractor of the Construction Manager pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the Owner.”

9.2 Item 16.2

Delete entirely paragraph 16.2.

10.0 GC 17 Insurance

Item 17.1

Delete paragraph 17.1 in its entirety.

Replace with:

The Construction Manager must maintain at its own cost insurance as outlined in this agreement in relation to the Construction Management Services.

Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement

and this insurance must:

i. include the Owner as an additional insured;

ii. be endorsed to provide the Owner with 30 days advance written notice of cancellation or material change; and

iii. include a cross liability clause.

The Owner undertakes and agrees at his cost to maintain insurance insuring the interest of and indemnifying the Construction Manager against liability which he might incur as a result of damage to or injury sustained to any portion of the Construction Project as per the Owners CCDC2 – 2020 Supplementary Conditions and Owners General Requirements.

11.0 CONVERSION TO STIPULATED PRICE CONSTRUCTION CONTRACT

At any time after the aggregate of the competitive prices which the Construction Manager has received from Trade Contractors and suppliers plus an estimate as agreed to by the parties of the cost of the Own Forces Work if any as approved by the Owner in an amount, total greater than 80 per cent of the budgeted total cost of constructing the Project, the Owner will give written notice to the Construction Manager (the “Conversion Notice”) to convert the Contract to a “stipulated price construction contract”, in which event:

a) the parties will enter into good faith discussions to agree on a fixed price (the “Stipulated Price”) covering the total cost of the construction of the Project which will include the aggregate of the following:

(1). the General Contractor Fee as submitted in the Proposal, covering all of the Construction Manager’s (as Contractor) profit and head office costs for the Project; plus

(2). the Contract Prices for all the Trade Contracts that the Owner OR Construction Manager has entered into for the Project prior to the date of the Conversion Notice or for which there are binding commitments to do so from Trade Contractors; plus

(3). the agreed to prices for Own Forces Work, if any, which have been agreed to by the Owner prior to the date of the Conversion Notice

(4). an amount to reimburse the Construction Manager for all costs of completing the balance of the Work (the “Un-priced Work”) not covered in subparagraphs (1), (2) and (3) above, and for clarity all profit and head office overhead related to the Un-priced Work will be deemed to be included in the

General Contractor Fee and no amount will be included or added on account of profit or head office overhead to the amount of the Un-priced Work;

b) a new agreement, in the form of a CCDC 2 2020 standard form agreement (Agreement, Definitions, General Conditions), together with:

(i) the Supplementary General Conditions to CCDC2 2020 for use by Fraser Health, Providence Health Care, Provincial Health Services Authority and Vancouver Coastal Health,

(ii) all plans, specifications, schedules and other documents which have been issued with respect to any of the Trade Contracts and Own Forces Work, if any

(Collectively the "Stipulated Price Construction Contract") will be entered into between the parties at the Stipulated Price;

c) if the parties are unable to agree on the amount of the Un-priced Work then the amount as determined by the Consultant, acting pursuant to GC 2.2.6 of the CCDC 2 General Conditions will be included initially to determine the Stipulated Price, without prejudice to the Construction Manager's right to dispute such amount pursuant to the provisions of Part 8 of the CCDC 2 General Conditions;

d) to the extent possible, the Stipulated Price Construction Agreement will be deemed to have been in effect since the commencement of this Agreement and all services provided under this agreement will be deemed to have been provided under the terms of the Stipulated Price Construction Contract;

e) all payments made by the Owner to the Construction Manager prior to the Conversion Notice will be deemed to have been made under and on account of the Stipulated Price Construction Contract;

f) this Contract will be deemed to be terminated and at an end; and

g) as of the date of the Conversion Notice, or such other date specified in the Conversion Notice, all contracts with Trade Contractors and suppliers which have been entered into between the Construction Manager, as agent for the Owner, and Trade Contractors or suppliers in relation to the Project will be assigned to the Construction Manager such that those contracts become subcontracts of the Construction Manager.

END OF SUPPLEMENTARY CONDITIONS