

CCDC 14**Design-Build
Stipulated Price Contract****2 0 1 3**

A new library space and parkade for the Greater Victoria Public Library - Esquimalt Branch

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

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Private-Sector Owners

*The Association of Consulting Engineering Companies-Canada

*The Canadian Construction Association

*Construction Specifications Canada

*The Royal Architectural Institute of Canada

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

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



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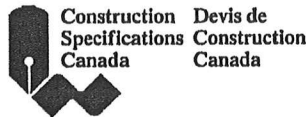


TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

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

DEFINITIONS

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

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment
- GC 1.5 Confidentiality

PART 2 OWNER'S RESPONSIBILITIES

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

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

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

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

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

PART 6 CHANGES IN THE CONTRACT

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

PART 7 RIGHT TO SUSPEND OR TERMINATE

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

PART 8 DISPUTE RESOLUTION

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

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

PART 10 GOVERNING REGULATIONS

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

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

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

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

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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

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

This Agreement made on the 17 day of July in the year 2017

by and between the parties:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

hereinafter called the "Owner"
and

ARAGON ESQUIMALT TC PROPERTIES LTD. (INC. NO. BC1068481)



hereinafter called the "Design-Builder"

The Owner and the Design-Builder agree as follows:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The Design-Builder shall:

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

A new library space and parkade for the Greater Victoria Public Library - Esquimalt Branch

insert above the name of the Work

located at

1235 Esquimalt Road, Esquimalt, BC. (which address may change upon Subdivision of Subject Parcel)

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which
Frank D'Ambrosio of D'Ambrosio Architecture + Urbanism

insert above the name of the Consultant

is acting as, and is hereinafter called, the "Consultant", and for which
Laurie Hurst, CAO of the Township of Esquimalt

insert above the name of the Payment Certifier

is acting as, and is hereinafter called the Payment Certifier, and for which
Heather Spinney of Praxis Architects Inc.

insert above the name of the Owner's Advisor

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK:
 - Agreement Between *Owner* and *Design-Builder*
 - Definitions in this *Contract*
 - General Conditions of this *Contract*
 - *Owner's Statement of Requirements*, consisting of the following (list those written requirements and information constituting those documents intended to comprise the *Owner's Statement of Requirements*):

- Memorandum of Understanding regarding the acquisition and development of the mixed use development site in the Esquimalt Town Centre, between the Owner and the Design-Builder dated March 11, 2016.
- Purchase and Sale Agreement between the Owner and the Design-Builder dated for reference April 26, 2016 (the "Purchase and Sale Agreement").
- All documents and agreements described in sections 4.1 and 4.2 of the Purchase and Sale Agreement.
- Supplementary Conditions.

- *Construction Documents*

- * -Development Permit drawings submitted by the Design-Builder to the Owner and date-stamped by the Owner as of April 11, 2017.

- * -Development Permit drawings submitted by the Design-Builder to the Owner and date-stamped by the Owner as of April 11, 2017.

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

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ARTICLE A-4 CONTRACT PRICE

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

THREE MILLION, FIVE HUNDRED THOUSAND /100 dollars \$ 3,500,000.00

4.2 *Value Added Taxes* (of 5 %) payable by the *Owner* to the *Design-Builder* are:

ONE HUNDRED AND SEVENTY-FIVE THOUSAND /100 dollars \$ 175,000.00

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

THREE MILLION, SIX HUNDRED AND SEVENTY-FIVE THOUSAND /100 dollars \$ 3,675,000.00

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

4.5 Amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the *Owner* shall:

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

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

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

The Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

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

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

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

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

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- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

name of Owner*

1229 Esquimalt Road, Esquimalt, British Columbia, V9A 3P1

Address

facsimile number

email address

Design-Builder

ARAGON ESQUIMALT TC PROPERTIES LTD. (INC. NO. BC1068481)

name of Design-Builder*

201-1628 1st Ave West, Vancouver, British Columbia, V6J 1G1

Address

facsimile number

email address

Owner's Advisor ~~***~~

Heather Spinney of Praxis Architects Inc.

name of Owner's Advisor*

401 – 1245 Esquimalt Road, Victoria, BC V9A 3P2

Address

facsimile number

office@praxisarchitectsinc.com

email address

* If it is intended that the notice must be received by a specific individual, indicate that individual's name.

** Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/~~French~~*** language shall prevail.

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

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7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

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

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS

G. Dumas (for both signatures)
signature
RACHEL DUMAS (Deputy Corp. Officer)
name of person signing

signature

name of person signing

OWNER

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

name of Owner
Barbara Desjardins
signature
Barbara Desjardins, Mayor
name and title of person signing
[Signature]

Anja Nurva, Corporate Officer

WITNESS

[Signature]
signature
Kimlee Needoba
Executive Asst / Office Manager
name of Aragon Properties Ltd.
201 - 1628 West 1st Ave.
Vancouver, BC V6J 1G1
signature

name of person signing

DESIGN-BUILDER

ARAGON ESQUIMALT TC PROPERTIES LTD. (INC. NO. BC1068481)

name of Design-Builder
[Signature]
signature
Lenny Moy, President
name and title of person signing

N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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