

:April 25, 2006

**NORTHERN SPORT CENTRE PROJECT
DESIGN-BUILD CONTRACT**

**UNIVERSITY OF NORTHERN BRITISH COLUMBIA
GIFFELS DESIGN-BUILD INC.**

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THIS DESIGN-BUILD CONTRACT dated for reference _____, 2006

BETWEEN:

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

(the "Owner")

AND:

GIFFELS DESIGN-BUILD INC., a business corporation incorporated under the laws of Ontario (Extra-provincial Registration No. A0054516

(the "Design-Builder")

WHEREAS:

- A. The Owner wishes to have the Project designed, constructed and commissioned.
- B. The Owner has caused Performance Requirements to be created for the design, construction and commissioning of the Project.
- C. The Owner and the Design-Builder have agreed that the Design-Builder will design, construct and commission the Project for the Owner in accordance with the terms and conditions of this Contract.

NOW THEREFORE in consideration of the promises exchanged in this Contract, and in consideration of payment of \$1.00 by each party to the other and other good and valuable consideration, (the receipt and sufficiency of which are acknowledged by the Owner and the Design-Builder), the Owner and the Design-Builder represent, covenant and agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions will apply to the Contract Documents, unless the context requires otherwise:

"Certificate of Substantial Performance" means the certificate of the Owner issued upon application by the Design-Builder pursuant to Section 23.1 confirming that Substantial Performance has been achieved;

"Change in the Work" has the meaning set out in Section 17;

"Change Order" means a written directive from the Owner's Representative authorizing a Change in the Work;

"City" means the municipal corporation known as the City of Prince George;

"Commissioning Protocol" means the testing, documentation and functional requirements as set out in Schedule P;

"Construction Schedule" means the schedule for construction of the Work using the critical path method and including a summary bar chart in the form set out in Schedule I, as it may be up-dated from time to time as required by this Contract;

"Contract" means this design-build contract between the Owner and the Design-Builder, and includes the Schedules, all as the same may be amended, supplemented or restated by written agreement between the parties from time to time;

"Contract Documents" means this Contract, the Drawings and Specifications, the Limited Notices to Proceed, plus all other documents which are expressly made a part of this Contract;

"Contract Price" means the sum specified in Section 3.6;

"Day" means any day which is not a Saturday, Sunday or statutory holiday in the Province of British Columbia;

"Default Rate" means the variable annual interest rate quoted from time to time by Royal Bank of Canada as its "prime rate" for the calculation of interest on loans made in Canada and denominated in Canadian dollars, plus **DELETED** per annum;

"Design" means the design for the Project, and all Work comprised in it, that is or will be set out in the Drawings and Specifications;

"Design-Builder's Consultants" means NORR Limited or any other architects or engineers licensed to practice in the Province of British Columbia which the Owner may from time to time approve in accordance with this Contract, and who are engaged by the Design-Builder to assist with the Design, prepare the Drawings and Specifications, issue certificates and otherwise consult to the Design-Builder on the Project;

"Design-Builder's Representative" means the representative of the Design-Builder designated as such under Section 2.1 of this Contract;

"Drawings" means all construction drawings for the Project that are prepared by or for the Design-Builder as required by this Contract and accepted by the Owner;

"Dispute Resolution Procedure" has the meaning set out in Section 43;

"Geotechnical Consultant means AMEC Earth & Environmental;

“Geotechnical Report” means the report prepared by the Geotechnical Consultant identified as report #KX04665 and dated April 8, 2005, a complete copy of which has been delivered to the Design-Builder on the terms set out in Section 5.3;

“GST” means goods and services tax payable under the *Excise Tax Act* (Canada) and any similar value added tax which may be charged in addition or substitution therefor;

“Insurance Conditions” means the provisions set out in Schedule F;

“Land” means the land located in the City of Prince George in which the Work Site is located, being Parcel Identifier 023-384-697, Lot A, District Lots 2611, 2612, 2615 and 2616 Cariboo District Plan PGP39723;

“Limited Notices to Proceed” means the limited notice to proceed by the Owner to the Design-Builder dated December 16, 2005 and the limited notice to proceed by the Owner to the Design-Builder dated March 8, 2006, each of which authorized the Design-Builder to undertake certain portions of the Work on the terms and conditions contemplated therein;

“Month” means a calendar month;

“Notice to Proceed” means the written notice by the Owner’s Representative to the Design-Builder’s Representative instructing the Design-Builder to proceed with the Work;

“Other Contractor” means any person employed by or having a separate contract directly or indirectly with the Owner for work related to the Project, but excluding:

- (1) architects, engineers, quantity surveyors and other consultants employed by the Owner for work related to the Project; and
- (2) the Design-Builder and Subcontractors and their respective officers, directors and employees;

“Owner’s Consultant” means any architect or engineer licensed to practice in the Province of British Columbia or quantity surveyor or cost consultant who may be retained by the Owner from time to time to assist the Owner in the review of the Drawings and Specifications, certificates of the Design-Builder or the Design-Builder’s Consultants and otherwise to consult with the Owner on the Project;

“Owner’s Representative” means the representative of the Owner designated as such under Section 2.1 of this Contract;

“Owner Supplied Equipment” means the equipment listed in Schedule J;

“Performance Requirements” means the requirements for the performance of the Project as provided to the Design-Builder by the Owner, as described in Schedule A, as such requirements may be amended by Change Orders;

“Project” means the design, construction and commissioning of the Northern Sport Centre project on the Work Site in accordance with this Contract;

“Quality Control Plan” means the plan prepared by the Design-Builder for quality control with respect to the Work as set out in Section 38;

“Referee” has the meaning set out in Section 43.

“Section” means a numbered section of this Contract;

“Scheduled Completion Date” means July 3, 2007 subject to time extensions permitted pursuant to this Contract;

“Schedules” means the Schedules A to R attached to this Contract;

“Schedule of Prices” means the schedule of prices set out in Schedule C;

“Specifications” means the construction specifications that are prepared for the Project by or for the Design-Builder and that are accepted by the Owner under this Contract;

“Standards” means any and all laws, statutes, regulations, rules, orders, permits, licences, building codes and specifications (including Canadian Standards Association standards) applicable to the Work as well as the best practices followed by manufacturers and trades who are experienced in work in British Columbia similar to the Work;

“Subcontractor” means a person having a contract with the Design-Builder to perform a part or parts of the Work or to supply products or materials for the Work and includes any subcontractor to any such person who performs any part of the Work as well as any Design-Builder’s Consultant;

“Substantial Performance” means the time when the Project has been substantially performed within the meaning and for the purposes of the *Builders Lien Act* (British Columbia);

“Total Completion” means total completion of the Project such that all of the Work has been completed as required by this Contract and the Project has been commissioned and is ready for use for the purposes for which it was built, all as determined by the Owner’s Representative in accordance with this Contract;

“Work” means everything that is required to be undertaken by the Design-Builder under this Contract, including:

- (a) any work undertaken on the Project prior to the date of this Contract pursuant to the Limited Notices to Proceed;
- (b) the provision of water, sewer, hydro, telephone, electronic transmission fibre and natural gas infrastructure necessary to complete the Project so that it is ready to operate for the purpose intended:

- (c) the performance of all design, construction and commissioning of the Project, as contemplated in the Drawings, Specifications and Performance Requirements, including all actions and services necessary to perform such design, construction and commissioning; and
- (d) the supply of all materials for the design, construction and commissioning of the Project, other than Owner Supplied Equipment; and

“Work Site” means that part of the Land shown in Schedule B as the place where the Project is to be constructed.

1.2 Interpretation

In the Contract Documents:

- (a) the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) unless some other meaning is obvious from the context, “accepted”, “agreed”, “approved”, “authorized”, “consented”, “directed”, “ordered”, “requested”, “required”, “sanctioned” and “satisfactory” mean, respectively, accepted, agreed, approved, authorized, consented, directed, ordered, requested, required, or sanctioned by or to the Owner or the Owner’s Representative;
- (c) a particular numbered Section or lettered Schedule is a reference to the corresponding numbered Section or lettered Schedule of this Contract;
- (d) an “enactment” means a statute, regulation, order, form, rule, tariff, proclamation, letters patent, commission, warrant, bylaw or other instrument enacted under a statutory power which has the force of law;
- (e) a reference to an enactment is a reference to that enactment as amended, revised or replaced from time to time during this Contract;
- (f) a “party” or “parties” is a reference to a party, or the parties, to this Contract.
- (g) a reference to a “person” is to be broadly interpreted and includes an individual, corporation, firm, partnership, limited liability company, joint venture, joint stock company, trust, unincorporated organization, society, incorporated organization or association, governmental authority or any entity which has legal capacity and includes, as applicable, such person’s heirs, executors and legal representatives;
- (h) whenever the word “will” is used as an auxiliary verb in this Contract it means that the person who is the subject of the pertinent sentence is obligated to perform the verb preceded by the word “will” as a covenant of such person;

- (i) “includes” and “including”, whether or not used with words “without limitation” or “but not limited to”, will not be limited by the specific enumeration of items, but will in all cases be deemed to be without limitation and construed to mean “includes without limitation” and “including without limitation”;
- (j) words that have well-known technical or trade meanings are used in this Contract in accordance with their recognized meanings;
- (k) the insertion of headings and the provision of a table of contents are for convenience only and do not form a part of this Contract or the Contract Documents and will not be used to interpret, define or limit the scope, extent or intent of the Contract Documents;
- (l) whenever any provision of the Contract Documents provides that a matter is subject to the approval, authorization, direction, order, requirement, sanction, satisfaction, agreement, acceptance or consent (or similar words) of a party, it will not be unreasonably withheld and any request by the other party therefor will be responded to within the time set out in the Contract Documents or the time agreed to in writing by the parties or, if no such time is set out or agreed in writing, then within a reasonable time in the circumstances; and
- (m) the parties agree to act reasonably and to cause their representatives under section 2.1 to act reasonably on all matters in respect of the Contract Documents whether or not the word “reasonably” appears in a particular provision.

1.3 Priority

If there is inconsistency or conflict between the provisions of the Contract Documents, then the conflicting provisions will take precedence and govern in the following order:

- (a) this Contract, including all Schedules and any written amendments to this Contract, will have precedence over all other provisions unless such provisions expressly state that they overrule this Contract;
- (b) the Specifications will govern over Drawings; and
- (c) the Drawings;
 - (1) dimensions shown in figures on a plan will govern where they differ from dimensions scaled from the same plan; and
 - (2) plans of larger scale govern over those of smaller scale.

Later dates will take precedence and govern within each of the above categories of Contract Documents.

2. REPRESENTATIVES

2.1 Designated Representatives

The Owner hereby designates the following individual as the Owner's Representative, for the purposes of this Contract:

DELETED

The Design-Builder hereby designates the following individual as the Design-Builder's Representative, for the purposes of this Contract:

DELETED

A party may replace its representative or appoint an alternate by giving written notice to the other party of the replacement or alternate representative. A representative may appoint in writing an alternate to perform the functions of such representative, subject to such terms and conditions as may be set out in the appointment, and in this regard, the parties acknowledge that the Design-Builder's Representative has designated **DELETED** as the Design-Builder's Representative to represent the Design-Builder with respect to the administration and implementation of the construction component of the Work, the Owner's Representative has designated **DELETED** as the Owner's Representative with respect to the administration of day to day progress of the Work communications and the Design-Builder's Representative has designated the superintendents identified in section 5.2 as Design-Builder's Representatives for the purpose of receiving directions in connection with the Work from the Owner's Representative. In the event of a conflict in the instructions, directions or communications received from the Design-Builder's Representative or the Owner's Representative and any individual appointed by the Design-Builder's Representative or the Owner's Representative as his or her alternate, the instructions, directions or communications of the Design-Builder's Representative or the Owner's Representative as appointed under this Contract will take precedence.

2.2 Owner's Representative's Authority

The Owner's Representative will have the authority to represent the Owner in all matters relating to the Contract Documents.

2.3 Design-Builder's Communication with the Owner

The Design-Builder will direct all communication relating to this Contract from the Design-Builder to the Owner by way of the Owner's Representative and the Design-Builder specifically agrees that:

- (a) no communication to or from any other representative of the Owner or any other person will be accepted as notice or communication under this Contract; and

- (b) the Design-Builder will not at any time attempt to contact or make any representation to any other representative of the Owner with respect to any matter or issue that arises, or may arise, under this Contract, or in relation to the Project, save in an emergency.

2.4 Design-Builder's Representative's Authority

The Design-Builder's Representative will have the authority to represent the Design-Builder in all matters relating to the Contract Documents.

2.5 Owner's Communication with the Design-Builder

The Owner will direct all communication relating to this Contract from the Owner to the Design-Builder by way of the Design-Builder's Representative and the Owner specifically agrees that, subject to communications with the Design-Builder's superintendent as provided in Section 5.2:

- (a) no communication to or from any other representative of the Design-Builder will be accepted as notice or communication under this Contract; and
- (b) the Owner will not at any time attempt to contact or make any representation to any other representative of the Design-Builder with respect to any matter or issue that arises, or may arise, under this Contract, or in relation to the Project, save in an emergency.

2.6 Permitted Communications

Notwithstanding Sections 2.3 and 2.5, representatives of the Owner and the Design-Builder who are not the Owner's Representative and the Design-Builder's Representative or their designated alternates may communicate with each other to share information and facilitate the Work and the performance of the obligations of the Owner and the Design-Builder under this Contract. In addition, representatives of the Design-Builder may communicate with representatives of the Owner who are not the Owner's Representative for the purpose of facilitating access to and from the Work Site as required to perform the Work (including off-site servicing) and obtain municipal permits and inspections and facilitate other administrative actions required by the Work. No communications between persons other than the Owner's Representative and the Design-Builder's Representative or their respective alternates will in any way affect the obligations owed by the parties under this Contract.

2.7 Representatives

Each of the Owner and the Design-Builder will cause its representative under section 2.1 to perform all of the obligations of such representative under the Contract Documents and any default by such representative in such performance will be a default by such party.

3. CONSTRUCTION OF PROJECT

3.1 Commencement of Work

The Design-Builder has commenced performance of the Work in accordance with the Limited Notices to Proceed and will henceforth proceed with all aspects of the Work as contemplated by this Contract.

3.2 Time for Substantial Performance

The Design-Builder will thereafter continuously and diligently perform the Work in accordance with the Construction Schedule, as it may be updated in accordance with the requirements of this Contract, so that the Project reaches Substantial Performance on or before the Scheduled Completion Date, subject only to time extensions permitted by this Contract.

3.3 Time for Total Completion

Following Substantial Performance, the Design-Builder will correct all deficiencies expeditiously and continuously and diligently perform the Work which remains to be performed so that the Project reaches Total Completion no later than 60 days following the date of issuance of the Certificate of Substantial Performance, subject only to time extensions permitted by this Contract and performance of Work which must be performed at a later date due to seasonal conditions.

3.4 Scope of Work

The Design-Builder will perform and provide all design, labour, services and other acts and provide all supplies, materials, construction equipment and machinery required for performance of the Work.

3.5 Standard of Work

The Design-Builder will design, construct and commission the Project to at least the level of the Standards so as to achieve the Performance Requirements and satisfy the Quality Control Plan.

3.6 Contract Price

The Owner agrees to pay as the full price for the Work, applicable taxes, including GST, the aggregate total of \$29,000,000 in Canadian dollars (the "Contract Price"), to the Design-Builder as the complete and total payment for satisfactory performance of the Work and all of the Design-Builder's other obligations under this Contract. Amounts paid to the Design-Builder pursuant to the Limited Notices to Proceed will be applied against the Contract Price as payments on account of the Contract Price. The Design-Builder acknowledges and agrees that the Design-Builder will carry out all responsibilities and obligations of a general contractor under a guaranteed maximum price design, engineering, procurement, permitting, commissioning, date-certain construction contract pursuant to the Contract Documents. For greater certainty, the Design-Builder acknowledges and agrees with the Owner that the Design-Builder has carefully considered whatever contingencies or allowances it requires to complete the Work as required by the Contract Documents and such

contingencies and allowances are included in the Contract Price, it being expressly understood and agreed by the Design-Builder that there will be no adjustment to the Contract Price for any reason whatsoever (including without limitation based on any industry custom, standard or practice) save and except as expressly set out in the Contract Documents. The Design-Builder further acknowledges and agrees with the Owner that the Design-Builder has independently satisfied itself with respect to any and all matters which pertain to the completion of the Work by the Design-Builder including without limitation:

- (i) as are required by any governmental authority, Standards or law applicable to this Contract;
- (ii) matters which pertain to the condition of the Work Site or access thereto;
- (iii) the condition of the Work Site including without limitation the geotechnical, hydrogeological, environmental condition (subject to section 6.5), and access and servicing plan for, the Work Site; and
- (iv) the need to coordinate the Work in accordance with and subject to the direction of various public authorities.

The Design-Builder specifically acknowledges and agrees with the Owner that the risk and liability for any and all elements of the completion of the Work including compliance with all applicable environmental protection legislation is that of the Design-Builder and not of the Owner provided that in connection with heritage or contamination discoveries encountered as contemplated in section 6.5, the provisions of section 6.5 will apply. For greater certainty, it is acknowledged and agreed that no provision of the Contract Documents that provides for any approval, review or similar participation by the Owner shall be construed or interpreted to limit the Design-Builder's obligations and responsibilities pursuant to the Contract Documents. It is further acknowledged by the Design-Builder that it has thoroughly reviewed the Performance Requirements and is satisfied that construction of the Project in accordance therewith and further Drawings and Specifications prepared by the Design-Builder will unqualifiedly permit it to deliver the Project to the Owner in a condition which meets the Design-Builder's obligations hereunder, including, without limitation, as required for the successful conduct of the Commissioning Protocol.

3.7 Construction Schedule

(a) Validity and Updating

The Design-Builder will undertake the Work in accordance with the Construction Schedule. Together with its monthly payment application, the Design-Builder will provide either:

- (1) written confirmation from the Design-Builder's Consultant that the Construction Schedule is valid and current in all material respects; or

- (2) a written up-date of the Construction Schedule showing any adjustments as permitted by this Contract, for approval by the Owner's Representative acting reasonably;

and no payment will be owing by the Owner to the Design-Builder before submission of the above.

(b) Work to Construction Schedule

The Design-Builder will undertake and perform all the Work in accordance with the Construction Schedule. The Design-Builder shall provide to the Owner an analysis of the detailed facets of the Design-Builder's services, inter-relationships and all other necessary information from time to time as required by the Owner in such form as the Owner may require. The Design-Builder shall schedule its services to adhere to the Construction Schedule. Notwithstanding schedule and workload changes from time to time, the Design-Builder shall commit sufficient of its resources to the Project to ensure that the Work is completed in an acceptable and timely manner in compliance with the critical path requirements of the Construction Schedule. The Design-Builder shall at all times perform the Work required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the Work, and in accordance with the Construction Schedule in order to maintain the desired development and the critical path targets described in the Construction Schedule and in order not to delay the Work or any aspect of the construction of the Project. The Design-Builder shall at all times provide sufficient personnel to accomplish its services within the time limits required by the Construction Schedule and if construction progress falls behind in circumstances in which a time extension is not permitted pursuant to this Contract and the Owner is not then in default, the Design-Builder will provide such additional labour and material forces as are required to get back on the critical path set out in the Construction Schedule at no additional cost to the Owner.

3.8 Design-Builder's Covenants

The Design-Builder covenants, represents, and warrants to the Owner that:

(a) Corporate Capacity

the Design-Builder has the power and capacity to enter into this Contract and to comply with every term and condition of this Contract;

(b) Corporate Proceedings

all necessary corporate proceedings have been taken to authorize the Design-Builder to enter into this Contract and to execute and deliver this Contract;

(c) Proper Execution

the Contract has been properly executed by the Design-Builder and is enforceable against the Design-Builder in accordance with its terms;

(d) Compliance with Legislation

the Design-Builder has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, as applicable, has complied with all workers' compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees and assessments due by the Design-Builder under those laws as of the reference date of this Contract;

(e) Business Permits

the Design-Builder holds all permits, licences, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business in connection with the Project;

(f) Payments

the Design-Builder pays punctually, as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings, including in respect of the Work, subject to bona fide disputes provided that no party becomes entitled to make a claim against the Owner, the Project or holdbacks in respect of the Project; and

(g) GST Registration

the Design-Builder is registered for the purposes of GST under number 859021735 RT0001.

4. PREPARATION OF DESIGN AND SPECIFICATIONS**4.1 Preliminary Design and Specifications**

The Performance Requirements constitute the design and preliminary specifications for the Project. The Design-Builder will undertake the Design, including preparation of the Drawings and Specifications, based upon the Performance Requirements. The Design will be compatible with and in conformity with the Performance Requirements.

4.2 Drawings and Specifications

The Design development will be based on a design review and consultation process between the Owner and the Design-Builder. The Design-Builder will present Drawings and Specifications to the Owner's Representative when the Design is 50% complete and again when the Design is 90% complete. Each submission will include four copies of the Drawings and Specifications.

The Design-Builder will deliver to the Owner's Representative two sets of the finalized Drawings and Specifications as the phases of the Design are completed, prepared for the Design-Builder by the Design-Builder's Consultants. Preparation and delivery of such Drawings and Specifications will be as required to meet the Construction Schedule.

The Owner requires time to obtain a multi-consultant review of the Drawings and Specifications submitted by the Design-Builder and will give written notice to the Design-Builder, within 10 Days of

submission, confirming whether, in the opinion of the Owner's Representative, as advised by the Owner's Consultants, the submitted Drawings or Specifications comply with the Performance Requirements and to the extent that changes, modifications or clarifications are required, the Design-Builder will promptly address such matters and re-submit such Drawings or Specifications, as appropriate, for final review on behalf of the Owner.

The Owner's Representative will provide reasons for issuing a notice of non-compliance and the Design-Builder will, without affecting the Design-Builder's other obligations under this Contract and without additional payment, take into account those reasons in revising the Drawings or Specifications, or where necessary correcting the Work, with no compromise to the intended function of the Project or the Performance Requirements.

If any dispute arises between the Owner and the Design-Builder as to the Owner's Representative's non-acceptance of any Drawings and Specifications, that dispute will be resolved according to the Dispute Resolution Procedure.

The failure of the Owner or the Design-Builder to adhere to the requirements of this Section 4.2 will not relieve the Design-Builder of its obligation to design and construct the Project in accordance with the Performance Requirements and the Design and in compliance with the Standards.

4.3 Preparation by Design-Builder's Consultant and Professional Certification

The Design-Builder will cause the Design and Specifications to be prepared by, or under the direction of, the Design-Builder's Consultant. All portions and aspects of the Drawings and Specifications submitted by the Design-Builder to the Owner will:

- (a) be prepared under the direction of, and sealed under the professional seal of a Design-Builder's Consultant; and
- (b) be certified by a Design-Builder's Consultant under his or her professional seal, that:
 - (1) the Drawings and Specifications implement the Performance Requirements and otherwise conform to them; and
 - (2) the Drawings and Specifications have been prepared in accordance with, and comply with all applicable Standards.

4.4 Professional Liability Insurance

All Design-Builder's Consultants who are engaged to prepare portions or aspects of the Drawings or Specifications as described in Section 4.3 will carry professional liability insurance as stipulated in the Insurance Conditions.

4.5 Design-Builder's Design Responsibility

The Design-Builder will be entirely and completely responsible for all aspects of Design. Nothing in this Contract makes the Owner's Representative, the Owner or any other representative of any of them responsible in any way whatsoever for any aspect of the Design, including with respect to compliance of the Drawings and Specifications with the Performance Requirements and the Standards. The Design-Builder will, notwithstanding any review, commentary, acceptance or non-acceptance by the Owner of any Drawings or Specifications as described above, or other act of the Owner, the Owner's Representative or other representative of any of them, remain liable and responsible for the Design, construction and commissioning of the Project and compliance of the Drawings and Specifications with the Performance Requirements and the Standards.

5. CONTROL AND SUPERVISION OF THE WORK

5.1 Standard of Control

The Design-Builder will have complete control of the Work and will effectively direct and supervise the Work, and provide project management and construction management, using its best skill and attention and in accordance with the requirements of this Contract.

The Design-Builder will be liable and responsible for all design and all construction and commissioning means, methods, techniques, sequences and procedures with respect to the Work, and for co-ordinating all parts of the Work under this Contract and for co-ordinating and integrating the Work with any work performed by any Other Contractors who are approved by the Design-Builder pursuant to Section 10(a).

5.2 Superintendent

The Design-Builder will employ a competent construction superintendent, and necessary assistants, at the Work Site at all times during the progress of the Work at the Work Site.

The Design-Builder's superintendent, and all assistants, are respectively, Keith Hillen and Rob Sherlock, or such other individuals who are satisfactory to the Owner and they will not be changed except for good reason and then only after consultation with and agreement by the Owner.

The Design-Builder's superintendent and assistants will represent the Design-Builder at the Work Site and directions given to them by the Owner's Representative will be deemed to have been given to the Design-Builder and the Design-Builder's Representative.

The Design-Builder will at all times maintain good order and discipline among its Subcontractors, employees and agents engaged on the Work and will not employ on the Work any unfit person nor anyone not skilled in the task assigned to him or her.

5.3 Site Conditions

The Design-Builder acknowledges and agrees that:

- (a) the Design-Builder accepts the Work Site in all respects “as is” subject to section 6.5;
- (b) the Owner has provided the Geotechnical Report to the Design-Builder as a courtesy only and without any liability or responsibility whatsoever as to the information and opinions expressed in the Geotechnical Report;
- (c) the Design-Builder is aware that the Design-Builder is not authorized to rely on the Geotechnical Report without the prior written consent of the Geotechnical Consultant, provided however that the Owner authorizes the Design-Builder to contact the Geotechnical Consultant and obtain the consent of the Geotechnical Consultant to rely on the Geotechnical Report, and to retain the Geotechnical Consultant to conduct such additional investigations and enquiries and to provide such additional reports as the Design-Builder deems appropriate regarding the geotechnical and environmental condition of the Work Site, including its subsurface conditions, bearing pressure, settlement characteristics, nature and consistency of soil and presence or absence of any environmental conditions and their effect, if any, on the Design, Specifications, Scheduled Completion Date, and performance of this Contract;
- (d) the Design-Builder has had the opportunity to review and undertake examinations or subsurface investigations of the Work Site in order to satisfy itself as to Work Site conditions, including subsurface conditions, bearing pressure, settlement characteristics and nature and consistency of soil and the impact these could have on any or all of the Design, Specifications, Scheduled Completion Date or performance of this Contract; and
- (e) the Design-Builder is not entitled to any adjustment in the Scheduled Completion Date or Contract Price, or to any other remuneration or damages whatsoever, in any way connected with Work Site conditions, including subsurface conditions, bearing pressure, settlement characteristics, nature and consistency of soil or environmental conditions except as provided in section 6.5.

6. TIMELINESS OF THE WORK AND DELAYS

6.1 Time of Essence

Time is of the essence of this Contract and the Design-Builder will complete the Work by the Scheduled Completion Date and the Construction Schedule, as may be adjusted in accordance with the provisions of the Contract Documents.

6.2 Excused Delay and Compensation

Provided that notice is given in accordance with section 6.4, if the Design-Builder is delayed in the performance of the Work or its costs for the Work (subject to the requirements and limitations of section 6.4) are increased by reason of:

- (a) any default by the Owner or Owner's Representative in giving an approval or satisfying some other time-sensitive requirement under the Contract Documents, in breach of a response time agreed to in the Contract Documents including Schedule R to this Contract or if not specifically agreed to, then within a reasonable time in the circumstances;
- (b) any act of the Owner or the Owner's Representative;
- (c) any act or omission by any Other Contractor;
- (d) any discovery of a heritage object or contamination at or in the Work Site which is referred to in Section 6.5(a); or
- (e) any enactment which has a material adverse effect on the performance of the Work and which is targeted specifically at the Project or at sports complexes in British Columbia, generally,

the Scheduled Completion Date, the Construction Schedule and the Contract Price will be adjusted by such reasonable amount as may be agreed by the Design-Builder and the Owner. If the parties are unable to agree on the amount of any such adjustment, the disagreement will be resolved pursuant to the Dispute Resolution Procedure.

6.3 Delay Due to Circumstances beyond Design-Builder's Control

Provided that notice is given in accordance with section 6.4, if the Design-Builder is delayed in the performance of the Work by any circumstances beyond the Design-Builder's control, including:

- (a) labour disputes, strikes, lockouts (other than labour disputes, strikes or lockouts which affect only the Design-Builder or its Subcontractors in relation to the Work);
- (b) fire or other casualty which is insured pursuant to the Insurance Conditions;
- (c) delay by common carriers which prevents the delivery of materials, plant or equipment which have been ordered for delivery to the Work Site, provided that normally sufficient lead time has been given for the delivery order, and such delay results in insufficient time to comply with the Construction Schedule in the ordinary course;
- (d) any change in law which has a material adverse effect on the performance of the Work and which is not an enactment targeted specifically at the Project or at sports complexes in British Columbia, generally; and
- (e) any order issued by any court or public authority having jurisdiction (providing that such order was not issued as the result of any act, omission or fault of the Design-Builder, a Subcontractor or their respective employees, servants or agents),

then the Scheduled Completion Date and the Construction Schedule will be extended for such reasonable time as may be agreed in writing by the Owner and the Design-Builder, acting reasonably. The Design-Builder's financial circumstances and delays caused by weather conditions, environmental conditions (except those described in section 6.5), subsurface and geotechnical conditions (whether or not set out in the Geotechnical Report), inability to obtain permits and approvals (other than approvals to be provided by the Owner), labour, materials, equipment or supplies on a timely basis other than due to delays of common carriers as set out in Section 6.3(c) will not be considered to be beyond the Design-Builder's control.

If an event occurs which delays the performance of the Work or any other obligation of the parties pursuant to this Contract, the Design-Builder will not be entitled to compensation in respect of any cost, expense, delay or additional work required as a result of such delay unless such event is contemplated in Section 6.2.

If the parties are unable to agree on the time extension which is required due to an event which is beyond the Design-Builder's control, the disagreement will be resolved pursuant to the Dispute Resolution Procedure.

6.4 Notice of Delay or Increased Costs

The Design-Builder will give the Owner's Representative written notice of delay in the performance of the Work or, with respect to section 6.2, increased costs of the Work caused by any reason within 5 Days of the date the Design-Builder first becomes aware of the circumstances which give rise to the delay or increased costs. The written notice must provide particulars of the cause of any delay or increased costs, the expected length of any delay or amount of the increase in costs and the steps the Design-Builder intends to take to mitigate or overcome the delay or increase in costs. The Design-Builder will make all reasonable commercial efforts to minimize, mitigate or overcome any increase in costs arising from any cause described in section 6.2. Before the Owner makes any payment on account of section 6.2 costs claimed by the Design-Builder the Design-Builder will provide the Owner with support documentation acceptable to the Owner's Representative verifying the details of the increase in costs.

No extension of the Scheduled Completion Date, or other adjustment of the Construction Schedule, or claim for any adjustment of the Contract Price will be permitted unless the delay is due to an event contemplated in Sections 6.2 or 6.3 or the increase in costs is due to an event contemplated in section 6.2 and the Design-Builder gives the required written notice within the required time and provides the required information.

In the case of a continuing, single cause of delay or increase in costs, only one notice is necessary.

6.5 *Heritage Conservation Act and Environmental Management Act*

Notwithstanding any other provision of the Contract Documents, the Design-Builder acknowledges and agrees that:

- (a) The Owner neither gives nor makes any representation or warranty as to the absence or presence on, in or under the Work Site of any heritage object as that

term is defined in the *Heritage Conservation Act* (British Columbia) or any contamination, as that term is defined in the *Environmental Management Act* (British Columbia).

- (b) If the Design-Builder, after commencing the Work, encounters or has reason to believe in the existence of any such heritage object or contamination on, in or under the Work Site, the Design-Builder will at once take all reasonable steps, including claiming suspension or termination of the Work, as are necessary to ensure that there is no damage to the heritage object and that no person or property suffers injury, sickness, death, damage or destruction as a result of exposure to, or the presence of, any such contaminant.
- (c) The Design-Builder will immediately report such finding to the relevant governmental authorities, as may be required by law, and in any event give a written report to the Owner's Representative.
- (d) If the Design-Builder is delayed in performing the Work or its costs are increased as a direct result of any such events, then the events will be deemed to be a delay caused by the Owner, and the provisions of Section 6.2 will apply.

7. REJECTED WORK

7.1 Removal of Defective Work

The Design-Builder will, from time to time and at its own expense, promptly and properly remove, replace and re-execute any and all defective Work and make good any resulting repairs, whether the result of poor design, poor workmanship, use of defective materials or damage through carelessness or other acts, and whether incorporated in the Work or not, which has been properly rejected by the Owner's Representative as failing to conform to the requirements of this Contract.

Any work of Other Contractors approved by the Design-Builder pursuant to section 10(a) which is destroyed or damaged by such removals or replacements will be made good by the Design-Builder promptly at the Design-Builder's expense.

If the Design-Builder does not remove such defective materials or work, or make good any resulting repairs, within the time as determined by the Owner's Representative acting reasonably and set out in a written notice to the Design-Builder from the Owner's Representative, the Owner may remove the defective work and store materials, or make good the required repairs, at the expense of the Design-Builder, and deduct reasonable costs from any amounts owing by the Owner to the Design-Builder.

If in the opinion of the Owner it is not expedient to correct defective work, as described above, the Owner may deduct from the Contract Price the difference in value between the non-conforming work and that which is called for by this Contract, in an amount as determined initially by the Owner's Representative, acting reasonably, and agreed to by the Design-Builder, provided that any warranty which may be affected by this process will be revised in a manner acceptable to both

parties and any disagreement as to the amount of the adjustment or warranty revision will be resolved pursuant to the Dispute Resolution Procedure.

8. SUSPENSION OF WORK OR TERMINATION OF CONTRACT FOR NO FAULT

8.1 Owner May Suspend or Terminate

If, in the opinion of the Owner's Representative:

- (a) a suspension or termination of the Work is necessary to ensure the safety or life of others or of the Work or neighbouring property;
- (b) a suspension or termination of the Work is required by an order of any court or public authority having jurisdiction;
- (c) a suspension or termination of the Work is required to protect the interests of the Owner due to the occurrence of an unforeseen circumstance; or
- (d) it is in the best interest of the Owner to suspend or terminate the Work,

the Owner's Representative may suspend performance of the Work or terminate this Contract, by giving written notice to that effect to the Design-Builder, and the suspension or termination will be effective in the manner specified in the notice.

The provisions of this Section 8.1 do not apply if the suspension or termination is related in any way to a wrongful act, omission, breach or fault of the Design-Builder, a Subcontractor or anyone employed by any of them or for whom they are responsible in law.

8.2 Design-Builder's Response

If significant damage occurs to the Project or some other event listed in Sections 6.2 or 6.3 occurs which prevents or makes it impractical to proceed with the Project or if the Design-Builder receives written notice of suspension or termination of the Work from the Owner in accordance with Section 8.1, the Design-Builder will immediately suspend all operations except those which, in the Design-Builder's reasonable opinion and agreed to by the Owner, are necessary for the safety of personnel or for the care and preservation of the Work, materials and plant.

Subject to any directions in the notice of suspension or termination, the Design-Builder will discontinue ordering materials, will not enter into any further subcontracts (except such subcontracts as are necessary for the safety of personnel or for the care and preservation of the Work, as agreed to by the Owner) and the Design-Builder will make every reasonable effort in the event of termination to cancel existing subcontracts and orders on the best terms commercially available, and at minimum cost.

In the case of suspension of the Contract, during the period of suspension, the Design-Builder will not remove from the Work Site any of the Work or any material or equipment used in performing the Work, without the prior written consent of the Owner's Representative.

8.3 Consequences of Suspension

If the period of suspension is 20 Days or less, upon the expiration of the period of suspension by written notice from the Owner's Representative, the Design-Builder will resume the performance of the Work and the Design-Builder will be paid for all reasonable and substantiated costs reasonably incurred by the Design-Builder in complying with the suspension and the Scheduled Completion Date and Construction Schedule will be extended by the period of suspension.

If the period of suspension is more than 20 Days:

- (a) the Design-Builder may, at its election, terminate this Contract by written notice to the Owner's Representative, or
- (b) the Owner and the Design-Builder may agree to continue with and complete the Work, in which case the Design-Builder will resume operations and complete the performance of the Work in accordance with any terms and conditions agreed upon by the Owner and the Design-Builder.

If the period of suspension continues more than 120 Days without the Owner and the Design-Builder having agreed upon the terms and conditions under which the Design-Builder will continue with and complete the Work, this Contract will be deemed to be terminated unless the parties otherwise agree.

8.4 Termination

If this Contract is terminated pursuant to this Section 8, the Owner will pay the Design-Builder its reasonable and substantiated costs for all Work performed, and other such damages as the Design-Builder may have sustained as a result of the termination of this Contract, including any profit which the Design-Builder demonstrates the Design-Builder would have made if the Design-Builder had been allowed to complete this Contract, having due regard to all costs and expenses which the Design-Builder would have incurred performing this Contract, including a reasonable allocation for the cost of the Design-Builder's overhead and administration and the ability of the Design-Builder to reapply its capital or avoid borrowing costs which would otherwise have been incurred if the Design-Builder had performed this Contract.

8.5 Continuing Obligations

The Design-Builder's obligations as to quality, correction, indemnification and warranty will continue in force after suspension or termination under this Section in respect of all Work performed before the effective date of the suspension or termination, provided that any warranty which may be affected by this process will be revised in a manner acceptable to both parties and any disagreement as to the necessary warranty revision will be resolved pursuant to the Dispute Resolution Procedure.

9. DESIGN-BUILDER'S DEFAULTS

9.1 Causes for Immediate Termination

In the event of any of the following:

- (a) the Design-Builder becomes bankrupt or insolvent, makes a general assignment for the benefit of creditors, or a receiver is appointed; or
- (b) the Design-Builder delivers a statutory declaration in support of an application for a progress payment under this Contract that the Owner's Representative, acting reasonably, determines was false or materially inaccurate; or
- (c) the Design-Builder has made an assignment of this Contract without the required consent of the Owner;

then the Owner may, upon delivery of written notice of termination from the Owner's Representative to the Design-Builder terminate this Contract.

9.2 Notice of Default

If the Design-Builder:

- (a) abandons the Work for 5 consecutive Days without the consent of the Owner; or
- (b) fails or refuses to deliver an up-date Construction Schedule as required by Section 3.7(a), or causes or permits a material deviation from the approved Construction Schedule and fails or refuses to take steps to bring the Work back in compliance with the approved Construction Schedule; or
- (c) has, in the reasonable opinion of the Owner, failed to observe, or has breached, a material provision of this Contract;

then the Owner's Representative may deliver to the Design-Builder written notice of default, giving the Design-Builder 5 Days to remedy such default.

If the default cannot reasonably be corrected within 5 Days of notice, the Design-Builder will be considered to be in compliance with this Contract if the Design-Builder:

- (a) provides the Owner with a schedule for remedy of the default acceptable to the Owner's Representative within 5 Days of notice; and
- (b) commences all steps required under the approved schedule to remedy the default within 5 Days of notice; and
- (c) completes the remedy in accordance with such schedule.

During correction of any default, the Design-Builder will continue with the Work to the extent that the Design-Builder is able to do so.

If the Design-Builder fails to remedy the default within the 5 Days notice period or the approved schedule for remedy, then without prejudice to any other right or remedy available to the Owner, the Owner may at the Owner's election, by further written notice from the Owner's Representative:

- (a) terminate the Contract; or
- (b) delete all or any part of the Work in accordance with section 9.4.

9.3 Consequences of Compliance

If after receiving a notice of default from the Owner's Representative the Design-Builder corrects the default, the Owner may not terminate this Contract for reason of that default, but the Design-Builder will pay the Owner for the Owner's reasonable and substantiated costs of enforcing this Contract, including the costs of the Owner's staff, overhead costs and costs if any of consultants and Other Contractors retained by the Owner, and for any other costs reasonably incurred as a result of the default, including delay suffered by the Owner subject to the applicable limits set out in section 15. In such event the Owner will deliver to the Design-Builder a substantiated record of all such costs claimed, and then the Owner will be entitled to set off the total of such costs from any payment the Owner owes to the Design-Builder, and if such total costs incurred by the Owner exceed the amount of payments owing by the Owner to the Design-Builder, then such shortfall will be immediately due and owing by the Design-Builder to the Owner and will bear interest at the Default Rate until paid.

9.4 Deletion of Work As Result of Default

If the Design-Builder is in default pursuant to Section 9.2, then:

- (a) the Owner will be entitled to take over such portion of Work to complete it as the Owner may decide, including engaging Other Contractors to complete such Work; and
- (b) the Design-Builder will not be entitled to any further payment in respect of that Work, including payments then due and payable but not paid, until such Work is complete, at which time the Owner will, without prejudice to any other right or remedy available to the Owner, be entitled to set off from any payments owing by the Owner to the Design-Builder an amount equal to all costs, losses and damages suffered by the Owner by reason of the default of the Design-Builder and by reason of non-completion of that Work by the Design-Builder, including the costs of the Owner's staff, overhead costs and costs if any of consultants and Other Contractors retained by the Owner, including a fee of 15% of such costs on account of the Owner's cost of management and overhead and if such total costs and fee exceed the amount of payments owing by the Owner to the Design-Builder, then such shortfall will be immediately due and owing by the Design-Builder to the Owner and will bear interest at the Default Rate until paid.

The taking of all or any part of the Work out of the Design-Builder's hands does not relieve or discharge the Design-Builder from any obligations under this Contract or imposed upon it by any Standards, except the obligation to perform the Work so taken out of its hands provided that any warranty which may be affected by this process will be revised in a manner acceptable to both parties and any disagreement as to the necessary warranty revision will be resolved pursuant to the Dispute Resolution Procedure. For certainty, if the deletion of Work relates to the construction of a portion of the Project for which the Design-Builder has provided the Drawings and/or Specifications, then the Design-Builder will remain responsible for Design described in such Drawings and/or Specifications and applicable design warranties even though the construction of such portion is undertaken by the Owner or by Other Contractors.

9.5 Termination of Contract for Default

If the Owner terminates this Contract pursuant to the terms of this Contract because of the Design-Builder's default, then the Owner may, acting in its sole and unfettered discretion:

- (a) take possession of the Work Site, material and Work, and to utilize the Design-Builder's construction machinery and equipment at the Work Site (subject to the rights of third parties), and to complete the Work by whatever method it may deem expedient at the Design-Builder's expense;
- (b) withhold any payments owing to the Design-Builder until the Work is finished; and
- (c) upon completion of the Work set off from any payments owing by the Owner to the Design-Builder an amount equal to all costs, losses and damages suffered by the Owner by reason of the default of the Design-Builder and by reason of non-completion of that Work by the Design-Builder, including the costs of the Owner's staff, overhead costs and costs if any of consultants and Other Contractors retained by the Owner, and if such total costs incurred by the Owner exceed the amount of payments owing by the Owner to the Design-Builder, then such shortfall will be due and owing immediately by the Design-Builder to the Owner and will bear interest at the Default Rate until paid.

If the costs as described above of completing the Work is less than the unpaid balance of the Contract Price, the Owner will pay the Design-Builder the difference, less a reasonable amount for fulfillment of the Design-Builder's warranty obligations under this Contract, as determined by the Owner, acting reasonably.

9.6 Right to Complete

If for any reason the Owner terminates this Contract pursuant to the Owner's rights as provided by this Contract before completion of the Work, or if the Owner deletes a portion of the Work pursuant to the Owner's rights under this Contract, then without prejudice to any other remedy available to the Owner, the Design-Builder will forthwith deliver to the Owner all plans, Drawings, Specifications, working drawings and other information and details as reasonably required for the completion of the

construction of the Project and the Design-Builder will exercise any and all of its rights to obtain documents from third parties, including the Design-Builder's Consultants. The Owner will have the right to use such documents for the purposes of completing the Work and for the purposes of using, maintaining, repairing and operating the Project provided that all payments due and owing to the Design-Builder pursuant to this Contract have been paid.

10. SEPARATE CONTRACTS WITH OTHER CONTRACTORS

- (a) The Owner reserves the right to enter into separate contracts in connection with the Project with the Other Contractors listed in Schedule E for the work in relation to the Project or the Work Site as is identified in Schedule E as well as with such additional Other Contractors for such additional work as the Design-Builder, acting reasonably, may approve in writing.
- (b) The Owner will cause all Other Contractors listed on Schedule E or approved by the Design-Builder pursuant to Section 10(a) to acknowledge the role of the Design-Builder or if so appointed, Western Industrial Contractors Ltd., as "prime contractor" for the purposes of the *Workers Compensation Act* (British Columbia) and to abide by the reasonable rules of the Design-Builder regarding the co-ordination of work at the Work Site and work place health and safety.
- (c) The Design-Builder will:
 - (1) co-ordinate the Work with that of Other Contractors and connect the Work with their work and will ensure that the Design and Specifications enable that to be done without disruption to the Work or the work of Other Contractors; and
 - (2) ensure that performance of the Work is carried out in accordance with the Construction Schedule so that Other Contractors are not delayed in their Work.
- (d) The Design-Builder will promptly verbally report to the Owner's Representative any apparent deficiencies in Other Contractors' work which could affect the Work as soon as they come to the Design-Builder's attention, and the Design-Builder will confirm such report in writing in a timely way so as to avoid delays to the Work provided that the Design-Builder will not supervise the work of Other Contractors or be responsible for the work of Other Contractors. The Design-Builder will not be entitled to any time extension for such delays which the Design-Builder could have avoided or mitigated by timely reporting.

11. ASSIGNMENT OF CONTRACT

11.1 No Assignment without Owner's Consent

The Design-Builder will not assign this Contract or any portion of it or allow the obligations of the Design-Builder under this Contract to be performed by any other person without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion.

12. SUBCONTRACTS

12.1 Subcontractors Approved by Owner

The Design-Builder agrees to employ only those Subcontractors listed on Schedule D, or those replacement Subcontractors acceptable to the Owner's Representative, acting reasonably, and only in relation to the respective portions of the Work to be carried out by those Subcontractors listed on Schedule E.

12.2 Design-Builder Responsible for Subcontractors

The Design-Builder will preserve and protect the rights of the Owner under this Contract with respect to any Work to be performed by a Subcontractor, so that the subcontracting does not prejudice the Owner's rights under this Contract, and the Design-Builder will be responsible to the Owner for the performance of all Subcontractors and will require the Subcontractors to perform their work in accordance with the terms and conditions of this Contract.

The Design-Builder will be as fully responsible to the Owner for acts and omissions of the Subcontractors and of persons directly or indirectly employed by the Subcontractors as for the acts and omissions of persons directly employed by the Design-Builder.

Nothing contained in this Contract will create any contractual, employment, agency or other relationship between any Subcontractor and the Owner or between any employee or agent of a Subcontractor and the Owner.

13. UTILITIES

The Design-Builder will be responsible for making all necessary arrangements, at its own cost as part of the Work, with utility companies and public authorities for the supply of electric power, telecommunications, natural gas, water, sewer service and other utilities, both temporary and permanent, required for the construction of the Project.

The Design-Builder will, at its own cost, apply for and obtain all necessary permits and approvals for all necessary utility connections and services and where work must be undertaken directly by the utility company, the Design-Builder will pay for that work at its own expense.

The Owner will arrange for such access and easements as may be required to permit the connection of the Project with existing utilities and services found on the campus of the Owner which it is the obligation of the Design-Builder to provide under this Contract, subject to any

reasonable requirements the Owner may have in this regard and in respect of connections to the Owner's existing campus utility connections for water, sanitary sewer, storm sewer and telecommunications, the Design-Builder has been provided with a sketch plan in the form attached as Schedule Q to this Contract indicating the possible connection points for such utilities. The Owner has no responsibility for the accuracy of the information in Schedule Q and the Design-Builder will make such use of the plan as it sees fit, recognizing that the exact locations for the utility connections are entirely the responsibility of the Design-Builder.

14. PUBLIC BODY

The Design-Builder acknowledges that the Design-Builder is required to obtain permits, seek inspections, and otherwise comply with the City's bylaws and other lawful requirements and similarly, the Design-Builder acknowledges that it is not entitled to any greater standard of service relating to such inspections from the City or any other governmental authority than is available to the general public.

15. INDEMNIFICATION

Notwithstanding any particular allocation of responsibility, quantification of costs, or other provision of this Contract (but subject to the limitations below), the Design-Builder will indemnify, defend and hold harmless the Owner, Owner's Representative and the Owner's officers, employees and agents, from and against all liability, claims, demands, damages, losses, costs, actions, causes of action, suits, proceedings and expenses, including actual legal and other professional fees and disbursements, whether arising, directly or indirectly, from death, personal or bodily injury, sickness, disease, property loss, economic loss ("Economic Loss"), property damage or other damage, which may result from or be connected with the performance of this Contract, including any breach or default of this Contract by the Design-Builder or a Subcontractor or any failure of the Design of the Project or any wrongful act, error, omission or negligence of the Design-Builder or the Subcontractors or the suppliers, employees, agents and others for whom they are responsible.

The above obligation of the Design-Builder is subject to the following limitations. The obligation of the Design-Builder to indemnify pursuant to this section 15 (including in respect of Economic Loss and including all obligations in the Contract Documents to make payments to the Owner upon default or otherwise and all obligations at common law or in equity in respect of the Project) will be limited to an aggregate amount equal to the Contract Price. The Design-Builder's obligation to indemnify the Owner for Economic Loss will be limited to the actual monetary losses suffered by the Owner which relate to refunds of ticket prices under contracts or commitments to use the Project facilities which cannot be completed as a result of the partial or complete loss of use of the Project facilities. The Design-Builder will have no obligation to indemnify for indirect, special, incidental or consequential damages of any kind whatsoever and no matter how arising, including loss of profit or facility down time (except for the actual monetary losses up to the limit set out in the two preceding sentences).

16. DESIGN-BUILDER'S DISCHARGE OF LIABILITY

16.1 Design-Builder Will Pay Amounts Owing

The Design-Builder will pay all invoices and discharge all liabilities incurred by it for labour, materials or services used or ordered for or reasonably required for use in the performance of this Contract, on the date upon which each becomes due, subject to bona fide disputes provided that no party becomes entitled to make a claim against the Owner, the Project or holdbacks in respect of the Project.

16.2 Design-Builder Will Cause Subcontractors to Pay Amounts Owing

The Design-Builder will cause each Subcontractor to pay all invoices and discharge all liabilities incurred by it for labour, materials or services used or ordered for or reasonably required for use in the performance of its subcontract, on the date upon which each becomes due subject to bona fide disputes provided that no party becomes entitled to make a claim against the Owner, the Project or holdbacks in respect of the Project. Workers employed by a Subcontractor will be paid in full at intervals not less frequently than required by law.

16.3 Design-Builder to Furnish Information

The Design-Builder agrees to furnish to the Owner, upon request, the information which the Owner may request pursuant the *Builders Lien Act* (British Columbia) and the Design-Builder acknowledges that the Owner may withhold payments to the Design-Builder if the information is not provided, in which case the Design-Builder will not be entitled to any interest or other consequential compensation or damages for the payments so withheld.

16.4 Compliance with Laws

The Design-Builder will comply strictly and fully with all laws, bylaws, rules, regulations and orders applicable to the Work, the Project and the Work Site including, without limitation, workers compensation and builders lien legislation in force from time to time.

17. CHANGES IN THE WORK

The Owner may, with the consent of the Design-Builder, such consent not to be unreasonably withheld or delayed, make changes to the scope of the Work (each, a "Change in the Work") by altering, adding to, or deducting from the Work with the Contract Price, Construction Schedule and Scheduled Completion Date being adjusted in accordance with Sections 18 and 19 of this Contract. If the Design-Builder withholds consent to a Change in the Work, the Design-Builder's reason will be stated in writing within 24 hours of withholding consent. If the Owner disagrees with the reasons of the Design-Builder for not consenting to the Change in the Work, the disagreement will be resolved pursuant to the Dispute Resolution Procedure. Only Changes in the Work authorized by a Change Order signed by the Owner's Representative are valid. For certainty, revisions to Drawings and Specifications prior to the Owner's approval of same will not be Changes in the Work.

No claim for an addition or deduction to the Contract Price is valid unless the Change in the Work is authorized pursuant to a Change Order. No change will be made in respect of a Change in the Work unless the Change in the Work is valued or agreed to be valued as provided for in Sections 18 and 19.

No change in the Scheduled Completion Date or the Construction Schedule is valid unless the Change in Work is ordered by the Owner's Representative and unless the parties have agreed to the changes in the Scheduled Completion Date and the Construction Schedule. A change in the Scheduled Completion Date and the Construction Schedule stated in a Change Order is the only change to be made to the Scheduled Completion Date and the Construction Schedule consequent upon that Change Order. If the parties are unable to agree on the change to the Scheduled Completion Date or the Construction Schedule, the disagreement will be resolved pursuant to the Dispute Resolution Procedure.

18. VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

Where the Owner has required a Change in the Work, then as detailed below and in Section 19, the parties will promptly and, before the Design-Builder undertakes the changed Work, agree on the change to the Contract Price (if any), the time required to perform the change, the change in the Construction Schedule and the Scheduled Completion Date (if any), and on the method of valuing the Change in the Work.

Upon receiving a Change Order, the Design-Builder will promptly, and in any case at least 10 Days before the Change in the Work is required by the Owner, present to the Owner its proposal for the method of valuing the Change in the Work, any change to the Contract Price, the time required to perform the Work as so changed, and any change in the Scheduled Completion Date and the Construction Schedule which the Design-Builder considers will result from the Change in the Work.

The value of any Change in the Work will be determined by one of the following methods:

- (a) by an agreed-upon lump sum increase in the Contract Price; or
- (b) by unit prices agreed upon.

If the value of the Change in the Work is to be by unit prices, the Design-Builder will provide to the Owner a budget for such Change in the Work in which the Design-Builder outlines its expected expenditures, overhead and profit as contemplated in Section 19.2.

The valuation method and lump sum change in the Contract Price (if applicable) and the unit prices (if applicable) will be agreed to by the Owner and the Design-Builder before proceeding with the Change in the Work. If the value of the Change in the Work is to be by unit price the Design-Builder will keep accurate records of quantities and costs and will present an account of the costs of the Change in the Work, together with receipts where applicable, at least once each Month during performance of the Change in the Work, and will present a final account upon completion of the Change in the Work.

Despite the foregoing clause, if the method of valuation, measurement and value of any Change in the Work cannot be promptly agreed upon, and in any case within 10 Days after the notice of Change in the Work is received by the Design-Builder, the valuation of the Change in the Work will be determined by the Owner's Representative, subject to Section 19.2.

The change in the Contract Price stated in the Change Order will be conclusively deemed to be the total cost of all the work required by and consequent upon the Change Order. No other request or claim by the Design-Builder for additional costs may be made by the Design-Builder or will be considered by the Owner for that Change Order.

19. DETERMINATION OF COSTS AND DESIGN-BUILDER'S OVERHEAD

19.1 Cost of Changes in the Work

Whenever it is necessary for the purposes of this Contract to determine the cost of a Change in the Work, unless the parties agree upon a lump sum payment for the Change in the Work, the value of the Change in the Work will be the amount agreed upon by the Design-Builder and the Owner from time to time according to the calculation set out in Section 19.2. The Contract Price will be adjusted to reflect the quantities of the additional work less the quantities of any work deleted from the Contract. In the event of a net deduction that reduces the Contract Price, there will be no adjustment for overhead or profit as set out in Section 19.2(b).

19.2 Design-Builder and Owner Cannot Agree

If the Design-Builder and the Owner cannot agree as to the cost of labour, plant or material related to a Change in the Work, such costs will be equal to the aggregate of:

- (a) all reasonable and proper amounts actually expended by or legally payable by the Design-Builder in respect of the labour, plant or material which fall within one of the following classes of expenditures:
 - (1) payments to Subcontractors and the Design-Builder's Consultants;
 - (2) wages, salaries and travelling expenses of employees of the Design-Builder while they are actually and properly engaged on the Work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Design-Builder generally employed in a supervisory role, at the head office, at the site management office or at a general office, of the Design-Builder unless such personnel is engaged at the site of the Work and directly carrying out the Change in the Work with the approval of the Owner;
 - (3) payments for materials necessary for and incorporated in the Work or necessary for and consumed in the performance of the Work;
 - (4) payments for preparation, inspection, delivery, installation and removal of plant and materials necessary for the performance of the Work;

- (5) assessments payable under any statutory scheme relating to workers' compensation, unemployment insurance, or holidays with pay;
 - (6) payments for renting equipment and plant, plant and tools (but not hand tools or other tools customarily provided by trades people), and allowances for such equipment owned by the Design-Builder on the basis of competitive rental rates, necessary for the performance of the Work, provided that such payments or allowances have been agreed to by the Design-Builder and the Owner; and
 - (7) other payments, made with the approval of the Owner, that are necessary for the performance of the Work, as determined by agreement in writing with the Owner; plus
- (b) **DELETED** of the total of the expenditures of the Design-Builder under Section 19.2(a), being an allowance of **DELETED** for payments and charges related to overhead, head office expenses and general administration costs of the Design-Builder, including finance and interest charges and **DELETED** for profit, except that the percentage addition on payments to Subcontractors will be **DELETED** and not **DELETED**, comprised of **DELETED** for payments and charges related to overhead, head office expenses and general administration costs of the Design-Builder, including finance and interest charges and **DELETED** for profit.

20. PAYMENT APPLICATIONS

20.1 Payments for the Work

Subject to such amounts as may be payable by the Owner to the Design-Builder following Substantial Performance in accordance with this Contract, the Design-Builder will be paid for the Work in monthly instalments on the basis of payment applications submitted by the Design-Builder to the Owner's Representative in accordance with this Section 20.

20.2 Payment and Schedule of Prices

The Design-Builder will submit to the Owner's Representative, at least 14 Days before the first payment application, a payment application form showing a breakdown of the Schedule of Prices into the various parts of the Work, confirming that such portion of the Work which is required to be completed in order to receive payment has actually been completed and aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.

The payment application form will be in the form attached as Schedule M and supported by a statutory declaration from an officer of the Design-Builder in the form attached as Schedule N and the certificate of the Design-Builder's Consultant in the form attached as Schedule O and such evidence as the Owner's Representative may reasonably require, including documentation required pursuant to section 3.7.

20.3 Applications for Payment

The Design-Builder will date each payment application the last Day of the Month and the Design-Builder will claim the value of Work actually performed and material actually delivered to the Work Site, based on the approved Schedule of Prices. The Owner will pay for materials delivered to the Work Site but not yet incorporated into the Work, but only if arrangements satisfactory to the Owner's Representative, acting reasonably, have been made, including evidence of transfer of ownership to the Owner, and protection against damage or theft.

20.4 Payment Application Documentation

Each payment application for the Work will be supported by the documentation described in section 20.2 without amendments or reservations which may be unacceptable to the Owner's Representative in his sole discretion. The certification to be provided by the Design-Builder's Consultant in the form attached to this Contract as Schedule O will constitute a representation by the Design-Builder's Consultant to the Owner as to the matters set out in the certificate and it will be relied upon by the Owner.

21. PAYMENTS

21.1 Payment Certificate

The Owner's Representative will, not later than 10 Days after the receipt of a proper payment application from the Design-Builder submitted in accordance with Section 20.2, issue a certificate for payment in the amount applied for or in such amount as the Owner's Representative determines to be properly due. If the Owner's Representative amends the payment application, the Owner's Representative will promptly notify the Design-Builder in writing and give reasons for the amendment.

The Owner's Representative is free to consult with the Owner's Consultant regarding the sufficiency and accuracy of each payment application and the Design-Builder and the Design-Builder's Consultants will answer any questions and provide any information or documentation which the Owner's Representative or the Owner's Consultant, acting reasonably, may request in support or clarification of a payment application.

The Payment Certificate will set out, based on the Design-Builder's payment application:

- (a) the total value of the Work completed, including design, construction and materials incorporated into the Work and materials delivered to the Work Site but not yet incorporated into the Work, subject to section 20.3;
- (b) the total value of each item of Work based on the Schedule of Prices as accepted by the Owner's Representative;
- (c) all holdbacks, if any;

- (d) the total amount owing by the Owner to the Design-Builder; and
- (e) any amounts owing by the Design-Builder to the Owner, including amounts which under this Contract the Owner may set off from payments owing to the Design-Builder.

21.2 Incomplete Work

Following Substantial Performance, if the Design-Builder is unable to complete the Work because of climatic or other conditions beyond the reasonable control of the Design-Builder, the Design-Builder will complete the Work as soon as possible.

21.3 Payment

The Owner will make each progress payment to the Design-Builder on account of the Work no later than 30 Days after the receipt of a proper payment application by the Owner's Representative as described in section 21.1 provided that no claims in respect of builders liens are then registered against the title to the Project or are described in court filed claims against Project holdback funds in connection with the Work.

21.4 Payment Not Acceptance

No payment made by the Owner under this Contract, or partial or entire use or occupancy of the Project by the Owner, will constitute an acceptance of any portion of the Work that is not in accordance with the Drawings or Specifications or other requirements of this Contract.

22. BUILDERS LIEN ACT

22.1 Payment Certifier

For the purposes of this Contract, the Owner's Representative, in consultation with the Owner's Consultant, will be the "payment certifier", as that term is used in the *Builders Lien Act* (British Columbia).

22.2 Act to Prevail

The Owner and the Design-Builder agree that if any provision of this Contract is or becomes inconsistent with the *Builders Lien Act* (British Columbia), then the *Builders Lien Act* (British Columbia) will prevail to the extent of such inconsistency.

22.3 Builders Lien Holdback

The Owner will deduct from each progress payment (and other payment) made to the Design-Builder a holdback pursuant to and in the amount required by the *Builders Lien Act* (British Columbia).

22.4 Progressive Release of Holdback

When so permitted by the *Builders Lien Act* (British Columbia), upon application of the Design-Builder and certification by the Design-Builder's Consultant, if the Owner's Representative, acting reasonably, is satisfied that the work of a Subcontractor or supplier of materials to the Project is completed in accordance with such Subcontractor's or supplier's subcontract prior to Substantial Performance, the Owner will pay to the Design-Builder the amount of builders lien holdback which is allocated to such Subcontractor's work or supplier's material, on the day following the expiration of the holdback period for such work as determined under the *Builders Lien Act* (British Columbia) provided that no claims in respect of builders liens are then registered against the title to the Project or are described in court filed claims against Project holdback funds in connection with the Work.

22.5 Discharge of Builders Liens

The Owner may, in addition to other holdbacks as provided by the Contract Documents, and in addition to the builders lien holdback described above, hold back an amount equal to any lien which has been filed with respect to the Work, plus 10% as security for costs. The Owner may, at its option, after 5 Days written notice to the Design-Builder, pay such amount into court to discharge the lien, or in the alternative, require the Design-Builder to provide security and make application to discharge the lien. If the lien is discharged without payment of the holdback into court, then the Owner will pay such holdback to the Design-Builder, without interest, after deducting the actual cost incurred by the Owner to obtain the discharge of the lien, including actual legal costs on a full indemnity basis.

23. CERTIFICATE OF SUBSTANTIAL PERFORMANCE

23.1 Application for Certificate of Substantial Performance

The Design-Builder's application for the Certificate of Substantial Performance will be supported by a certificate from the Design-Builder's Consultant that the Work completed to date has been completed in accordance with the Drawings and Specifications.

The Design-Builder will ensure that the following submissions are made or events are completed prior to the application for the Certificate of Substantial Performance:

- (a) commissioning and performance testing of the Project will have been completed in conformance with the Commissioning Protocol all in accordance with the Contract Documents;
- (b) an occupancy permit for the Project will have been issued by the City which permits occupancy of the Project by the users of the Project subject only to such conditions as do not prevent use of the Project for the purposes for which it was built;
- (c) the performance of the Work will have been completed with the exception of those items specified in the punchlist jointly prepared by the Design-Builder and the Owner and agreed to by the Owner. All punchlist items will be of such a nature that their completion will not in any material way impair the normal daily

operation of the Project nor in any way reduce or require the reduction of the useful capacity of the Project;

- (d) the Project will be ready to be occupied and operated in compliance with this Contract and all permits or authorizations for which the Design-Builder is responsible for satisfying under the terms of the Contract Documents will have been obtained;
- (e) the Design-Builder will have delivered to the Owner one preliminary copy of the mechanical, electrical and architectural operating manuals for the Project; and
- (f) the Design-Builder will have delivered to the Owner a certificate of the Design-Builder's Consultant certifying that all of the preceding conditions have been satisfied.

23.2 Owner's Inspection

The Owner's Representative will, not later than 10 days after the receipt of an application from the Design-Builder for a Certificate of Substantial Performance, complete an inspection and assessment of the Work to verify the validity of the application. The Owner's Representative may be accompanied by the Owner's Consultant and such other consultants as the Owner considers necessary in such inspection and assessment.

The Owner's Representative will, not later than 7 Days after completing the inspection, notify the Design-Builder of approval, or the reasons for disapproval, of the application.

When the Owner's Representative, in consultation with the Owner's Consultant, finds that Substantial Performance of the Work has been reached, the Owner's Representative will issue a Certificate of Substantial Performance. The date of Substantial Performance of the Work will be as stated in the Certificate of Substantial Performance.

23.3 List of Deficiencies

Upon application for the Certificate of Substantial Performance, the Owner's Representative, the Owner's Consultant, the Design-Builder and the Design-Builder's Representative will inspect the Work and identify any defects or deficiencies in the Work which are outstanding. Prior to or concurrently with the issuance of the Certificate of Substantial Performance of the Work, the Owner's Representative will issue a list of defects and deficiencies in the Work, and, in consultation with the Design-Builder, establish a schedule for the correction or completion of all defects or deficiencies and a date for Total Completion.

23.4 Holdback for Defects and Deficiencies

In addition to any other holdbacks as provided in the Contract Documents, at the time of Substantial Performance, the Owner may hold back an amount equal to **DELETED** of the cost which the

Owner's Representative, acting reasonably and in consultation with the Owner's Consultant, estimates will be incurred to correct or complete any defects or deficiencies in the Work which remains to be completed in order to achieve Total Completion, except for Work which has been delayed due to climatic conditions, in which case the holdback will be **DELETED** of the estimated cost of such Work. Such holdbacks will be retained by the Owner until Total Completion is achieved and if Total Completion is not achieved by the date set out in the schedule contemplated by Section 23.3, the Owner may undertake such work as is necessary to achieve Total Completion and may apply such holdbacks to the costs incurred by the Owner in so doing, including a fee of **DELETED** of such costs on account of the Owner's cost of management and overhead, and without prejudice to the right of the Owner to recover such costs and fee from the Design-Builder to the extent that they exceed such holdbacks.

24. TAXES AND DUTIES

The Owner agrees to pay as the full price for the Work, applicable taxes, including GST, the aggregate total of \$29,000,000 in Canadian dollars and all invoices and applications for payment under this Contract will break out GST and show GST as a separate item.

The Owner will pay to the Design-Builder any GST under the *Excise Tax Act* (Canada) on materials and services provided to the Owner by the Design-Builder as part of the Work and such taxes will be shown separately on progress payment applications made by the Design-Builder and the Design-Builder will remit to the Receiver General of Canada all GST as and when required by the *Excise Tax Act* (Canada) payable by it.

Unless otherwise expressly provided in this Contract, the Design-Builder will pay all GST, customs duties and excise taxes under the *Excise Tax Act* (Canada), related to the Work or any component thereof, which is or becomes payable in accordance with any applicable legislation.

In the event of an increase or decrease in material or equipment costs to the Design-Builder in the performance of the Work due to changes in taxes or duties, after the date of this Contract, then the Contract Price will be increased or decreased accordingly. For greater certainty the parties agree that the Design-Builder is not entitled to any mark-up for profit, overhead or otherwise in connection with any increase in taxes or duties and that the Contract Price will be increased only by the actual amount of increased taxes or duties actually paid to the government. If any such taxes or duties be retroactively reduced, the Owner shall be entitled to withhold payment to the Design-Builder of a sum equal to the amount of such tax or duty reduction but only after the Design-Builder has received the benefit of such tax or duty reduction.

Where an exemption of taxes, customs duties or excise taxes is applicable to this Contract by way of the Design-Builder filing claims for refunds, or co-operating fully with the Owner and the proper authorities in seeking to obtain such refunds, the Design-Builder will make such applications and provide such co-operation.

Refunds that are properly due to the Owner and have been recovered by the Design-Builder will be promptly refunded to the Owner.

25. PERMITS, FEES AND APPLICABLE LAW

The Design-Builder will give all necessary notices and pay all fees which may be required for the performance of the Work and will perform all of the obligations of the Design-Builder under this Contract in full compliance with all applicable laws. The Design-Builder will apply, obtain and pay for all necessary permits and licences required for the performance of the Work and the Owner will support the Design-Builder in all applications for such permits and licences and provide whatever authorizations as the Design-Builder, acting reasonably, requires in this regard. Such permits, licenses and easements will be in the name of the Owner whenever so required by the Owner's Representative.

26. WORKERS' COMPENSATION

The Design-Builder or its authorized contractor, Western Industrial Contractors Ltd. ("WIC"), provided that the Design-Builder will be completely responsible for all acts or omissions of WIC in connection with this Contract as if they were the acts or omissions of the Design-Builder, will be and will assume the responsibilities of, "the "prime contractor" for the Work Site and will, as required in the *Workers Compensation Act* (British Columbia) and Regulations thereunder, co-ordinate work place safety, including for its own workers as well as those of Subcontractors, utility providers, suppliers, inspectors, and all Other Contractors performing work on the Work Site.

The Design-Builder will provide the Owner's Representative, prior to commencement of the Work, with the name and telephone numbers (including a 24 hour emergency contact number) of the Design-Builder's safety representative responsible for the Work Site.

Prior to commencing the Work and prior to receiving progress payments or payment on issuance of the Certificate of Substantial Performance or on Total Completion, the Design-Builder will provide to the Owner evidence of compliance in all material respects with all health and safety requirements, including with respect to the *Workers Compensation Act* (British Columbia), and including payments of assessments due to the Workers Compensation Board.

When required to do so by the Owner, the Design-Builder will obtain and provide the Owner, evidence of compliance in all material respects of any or all of its Subcontractors with all applicable health and safety requirements.

The Design-Builder will at all times engage in safe work practices and procedures, have a qualified first aid attendant at the Work Site at all times during work activity and ensure that all persons under its control or direction have received adequate and appropriate health and safety training.

The Design-Builder will co-operate with all safety inspections conducted by the Workers Compensation Board or other regulatory body having jurisdiction over health and safety, and promptly remedy any noted deficiencies.

The Design-Builder will indemnify, defend and save harmless the Owner with respect to any and all fines, levies, penalties and the like imposed on the Owner by the Workers Compensation Board or other regulatory body having jurisdiction related to or arising from non-compliance with applicable health and safety requirements by the Design-Builder or anyone under the Design-Builder's control

or direction and any such amounts paid by the Owner may be deducted from the Contract Price or other payments to the Design-Builder.

The Owner's Representative and any personnel authorized by the Owner's Representative will at all times have the right of reasonable access to the Work Site provided that they abide by all applicable safety requirements and do not interfere with the Design-Builder's progress of the Work.

27. PROTECTION OF WORK AND PROPERTY

The Design-Builder will protect the Work Site and property on and adjacent to the Work Site from damage caused by Design-Builder and will hold the Owner harmless from any claims that may arise as the result of the performance of the Work or from the failure of the Design-Builder to provide such protection.

The Design-Builder will protect the Work and the Owner's property on the Work Site from damage by the Design-Builder or anyone under the Design-Builder's control or direction and will be responsible for any damage which may arise as the result of the Work.

If any damage occurs to the Work or the Owner's property, or both, for which the Design-Builder is responsible, the Design-Builder will make good such damage at its own expense or pay all costs incurred by others in making good such damage.

If any damage occurs to the Work or the Owner's property, or both, for which the Design-Builder is not responsible, if the Owner so directs, the Design-Builder will make good such damage to the Work and to the Owner's property and any work performed by the Design-Builder in this regard will be a Change in the Work and the Contract Price and Scheduled Completion Date and the Construction Schedule will be adjusted accordingly.

28. DAMAGES AND MUTUAL RESPONSIBILITY

If the Design-Builder or any Subcontractor has caused damage to any Other Contractor in relation to the Project, the Design-Builder agrees upon due notice by the Owner to settle with such Other Contractor by agreement or arbitration. If an Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Design-Builder and may require the Design-Builder to defend the action at the Design-Builder's expense. If any final order, judgment or award against the Owner arises therefrom, the Design-Builder will pay or satisfy such order, judgment or award, and pay all costs incurred by the Owner in defending the claim, including all actual legal fees and disbursements.

If the Design-Builder becomes liable to pay or satisfy any final order, judgment or award against the Owner, then the Design-Builder will have the right, upon undertaking to indemnify the Owner against any and all liability of costs, to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction provided that if the Owner so requires, the Design-Builder will post security satisfactory to the Owner, acting reasonably, for any liability to which the Owner may become liable by reason of such appeal.

29. BONDS

Before commencing the Work at the Work Site, the Design-Builder will deliver to the Owner an executed performance bond substantially in the form attached as Schedule G and an executed labour and materials payment bond substantially in the form attached as Schedule H.

Each bond will be in the amount of 100% of the Contract Price and will be issued by a surety licensed to transact the business of a surety in British Columbia and acceptable to the Owner, acting reasonably. All bonds required under this Contract will be maintained in good standing until the fulfilment of this Contract including the one year general warranty period described in section 31.2. By providing a bond in accordance with this provision, the surety agrees to be governed by this Contract and agrees to meet all obligations of the Design-Builder under this Contract to the extent required by the bonds provided by the surety.

Upon entering into a contract with a Subcontractor, the Design-Builder will advise the Subcontractor that a labour and material payment bond is in effect and will supply a copy of the bond to the Subcontractor if requested by the Subcontractor.

30. INSURANCE

The Design-Builder will, at its own expense, obtain and maintain the insurance required by the Insurance Conditions, and will comply with the Insurance Conditions.

Before beginning the Work, the Design-Builder will deliver to the Owner certified copies of all insurance obtained by the Design-Builder in accordance with the Insurance Conditions, or such other proof of that insurance as is satisfactory to the Owner, acting reasonably.

31. WARRANTY

31.1 Defects in Design

The Design-Builder will, for the Design Warranty Period (as defined below), diligently proceed to correct any defect in the Project arising from an error or deficiency in any aspect of the Design (the "Design Defect"), provided that the Owner notifies the Design-Builder in writing of the Design Defect within 90 days of the date a senior officer of the Owner or the Owner's Representative becomes aware of the Design Defect. The "Design Warranty Period" in respect of a Design Defect is the period corresponding in length to the limitation period for an action in respect of such Design Defect pursuant to the *Limitation Act* (British Columbia) and commencing to run when the limitation period would commence to run pursuant to the *Limitation Act* (British Columbia).

31.2 Defects in Workmanship and Materials

The Design-Builder will correct promptly, at its own expense:

- (a) any Work which is not in compliance with the Performance Requirements and the Design or otherwise not in accordance with this Contract; or

- (b) any defects or deficiencies in the Work due to faulty products or workmanship;

which appear and in respect of which notice is given by the Owner to the Design-Builder within the period of time specified in Schedule K in respect of the Work or specific components of the Work as described in Schedule K,

31.3 Exclusion on Warranty Claims

With respect to the warranties in Sections 31.1 and 31.2, the Design-Builder will not be liable to remedy, nor does the Design-Builder warrant against:

- (a) the effects of normal wear and tear on any part of the Work, save to the extent the same is exacerbated by deficiencies in Design, workmanship or materials;
- (b) any failure of any part of the Work due to misuse, abuse or neglect by the Owner including any failure to perform scheduled maintenance or complete material repairs;
- (c) any failure of any part of the Work caused by the Owner's failure to perform normal repairs or maintenance; or
- (d) any failure of any part of the Work resulting from perils covered by insurance which is generally obtained for facilities similar to the Project and available to the Owner and acts of God (provided specifically that adverse weather conditions will not be considered acts of God, even if such conditions are unusually adverse).

31.4 Payment for Corrections and Repairs

The Design-Builder will, perform corrections and repairs under warranty at no cost to the Owner and if the Design-Builder does not promptly do so, the Owner may effect such corrections and repairs and the Design-Builder will reimburse the Owner for any costs incurred in so doing together with a fee of **DELETED** of such costs on account of the Owner's cost of management and overhead, all without prejudice to the right of the Owner to recover any loss or damage incurred by reason of the matter which is the subject of the warranty claim. Until any amount owing to the Owner pursuant to this Section is paid, it will bear interest at the Default Rate.

32. NEW PRODUCTS AND MATERIALS

All products and materials provided, other than Owner Supplied Equipment, will be new, unless otherwise agreed to by the Owner's Representative in writing. Any products that are not specified will be of a quality best suited to the purpose required.

33. OWNER SUPPLIED EQUIPMENT

Owner Supplied Equipment will be delivered and installed at the Project by the Owner in accordance with the Construction Schedule.

34. USE OF WORK SITE

The Design-Builder will confine tools, equipment, machinery and plant, storage of materials and products and operations of its workers and the Subcontractors' workers to the Work Site and within any limits or restrictions required by or under any applicable enactments or as otherwise agreed by the Owner. The Design-Builder and the Subcontractors will not unreasonably encumber the Work or Work Site.

The Design-Builder will not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety or integrity of the Work.

The Design-Builder will enforce instructions of the Owner or Owner's Representative regarding signs, advertisements, fires and smoking.

35. CLEANUP AND FINAL CLEANING OF WORK

The Design-Builder will maintain the Work in a tidy condition and free from the accumulation of waste products and debris.

When the Work reaches Substantial Performance, the Design-Builder will promptly remove all surplus products, tools, construction machinery and equipment not required to achieve Total Completion, together with any waste and debris other than that caused by the Owner, Other Contractors or their employees, and will leave the Work clean and suitable for occupancy by the Owner.

36. COMMISSIONING

The Design-Builder will commission the Project and will test all systems and equipment until the necessary approvals from all applicable regulatory bodies are obtained and the Owner is satisfied that the Project is fully-functioning and usable for the Owner's purpose and that all requirements of the Commissioning Protocol have been satisfied or completed. Before applying for the Certificate of Substantial Performance the Design-Builder will ensure that commissioning is completed in accordance with section 23.1.

37. CONSTRUCTION REQUIREMENTS

37.1 Access to the Site

The Design-Builder will only access the Work Site from the principal access road for the Owner's campus adjacent to the Work Site and to the extent such road is controlled by the Owner, the Owner will take all reasonable steps to keep it clear and available for the access to the Work Site required by the Design-Builder in connection with work activity on the Project.

37.2 Drainage

Before commencement of any physical construction on the Work Site, the Design-Builder will develop, to the satisfaction of the Owner's Representative, a storm water management and

drainage system plan to ensure that the quality of any water discharged from the Work Site is not compromised and complies with all applicable law.

During construction of the Project, the Design-Builder will strictly follow the storm water management and drainage system plan and will keep all portions of the Work properly and successfully drained and ensure that no silt or other substances wash into drains or watercourses and that any runoff from the Work Site do not cause damage beyond the Work Site.

The Design-Builder will design and construct the Project so that during its use and operation all stormwater is properly drained and in accordance with the approved plan.

37.3 Roads

The Design-Builder will ensure that all loads of materials being hauled to and from the Work Site are properly tarped and secured. In the event any material escapes while being hauled to or from the Work Site, the Design-Builder will immediately clean up such materials.

37.4 Signs

The Design-Builder will ensure that adequately illuminated signs and lamps are lit to warn of danger wherever appropriate with respect to site access. The Design-Builder will ensure that signage throughout the Work Site is consistent throughout and professionally presented, in at least the English language. All signage installed by the Design-Builder will comply with all applicable laws, including any by-laws of the City, and must be approved by the Owner, acting reasonably, before it is installed. The Owner will have the right to install its own signs on the Work Site, subject to the prior approval of the Design-Builder, acting reasonably.

38. QUALITY CONTROL AND INSPECTION OF WORK

Before commencing any physical construction at the Work Site and no later than 30 Days following the date of execution and delivery of this Contract by both parties, the Design-Builder will prepare a plan (the "Quality Control Plan") which addresses the issues identified in Schedule L to ensure compliance with the Performance Requirements, the Design, the Standards, this Contract and the applicable requirements of all enactments. The Quality Control Plan will be submitted to the Owner's Representative for approval and will include a completed commissioning plan for the Project. The Design-Builder will diligently implement the approved Quality Control Plan throughout performance of the Work. The Design-Builder will not be entitled to receive any payment for the Work or any part thereof until a Quality Control Plan has been approved by the Owner, acting reasonably.

The Design-Builder will ensure that all materials tested for compliance with the standards of the Canadian Standards Association are tested by an approved testing agency.

The Design-Builder will maintain, in chronological order, complete files with copies of site inspection reports, material testing reports, and Project record documents.

The Design-Builder will appoint one or more Design-Builder's Consultants to carry out and report upon all testing and other quality control activities comprised in the Quality Control Plan and as may be required by any applicable enactments.

The Design-Builder will ensure that the Design-Builder's Consultant conducts regular site inspections of the Work and the Project to confirm compliance with the Quality Control Plan, and that each payment application will be accompanied with a statement by Design-Builder's Consultant which confirms compliance with the Quality Control Plan or details any outstanding failure to comply with the Quality Control Plan. The Design-Builder's Consultant will report to the Owner's Representative on implementation of the Quality Control Plan as and when required by the Quality Control Plan.

The Owner's Representative may at any time audit the Quality Control Plan and its implementation and may, at the Owner's expense, carry out independent quality control testing at any time.

The Owner, the Owner's Representative and the Owner's Consultant will have access to the Work at all reasonable times for inspection wherever any component of the Work is in preparation or progress provided that they abide by all applicable safety requirements and do not interfere with the Design-Builder's progress of the Work and the Design-Builder will provide reasonable facilities for such access.

If the results of any inspection, testing or audit or any aspect of the Quality Control Plan discloses that any part of the Work is deficient or defective in any way, whether such deficient or defective Work is the result of poor design, poor workmanship, defective materials or damage and regardless of whether incorporated into the Project or not, the Owner may, by notice in writing, order the Design-Builder to complete, remove, re-execute and/or replace such deficient or defective Work and the Design-Builder will do so forthwith at its own expense. If the Owner determines, in its sole unfettered discretion, that it is not expedient to correct the deficient or defective Work, the Owner may accept such Work and deduct from the Contract Price the difference in value between the Work as required by this Contract and the actual value of the Work in light of the accepted deficiency.

If the Design-Builder covers or permits to be covered any of the Work before any testing or inspections required by the Quality Control Plan or any governmental authority are completed, the Design-Builder will, as required under the Quality Control Plan or at the direction of the Owner's Representative, or such governmental authority uncover the Work, have the inspections and testing satisfactorily completed, and make good the Work at the Design-Builder's own expense.

At the time of Substantial Performance and at Total Completion, the Design-Builder will cause the Design-Builder's Consultant to certify to the Owner, under his or her professional seal, that the Quality Control Plan has been implemented in every respect in accordance with its terms and in accordance with all Standards applicable to the Quality Control Plan.

Promptly after Total Completion, the Design-Builder will deliver to the Owner all test samples and results taken for, and generated by, implementation of the Quality Control Plan.

39. LIMITATION OF INSPECTIONS, AUDITS AND CERTIFICATES

Nothing in Section 38, or any audit or testing performed and no action or inaction by the Owner, the Owner's Representative or any Owner's Consultant will relieve the Design-Builder from its responsibility for the quality of the Work, or for compliance with the Performance Requirements, the Design, the Quality Control Plan and any other applicable requirement of this Contract.

By reviewing or issuing any certificate (including the Certificate of Substantial Performance) the Owner's Representative, any Owner's Consultant and the Owner do not guarantee, warrant or otherwise become liable or responsible in any way for or accept the correctness of the Work or the compliance of the Work with the requirements of this Contract, including the Performance Requirements, the Design or the Quality Control Plan and no certificate makes the Owner's Representative, any Owner's Consultant or the Owner in any way responsible for ensuring such correctness or compliance.

40. DOCUMENTS ON THE SITE

The Design-Builder will keep one copy of this Contract and all permits, licences, Drawings and Specifications and shop drawings, at the Work Site, in good order and available to the Owner's Representative.

41. INTELLECTUAL PROPERTY

The Design-Builder will pay all royalties and patent licence fees required for the performance of this Contract and will indemnify, defend and hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Design-Builder's performance of this Contract which are attributable to an infringement or an alleged infringement of any patent of invention by the Design-Builder, the Subcontractors or anyone for whose acts the Design-Builder or the Subcontractors are responsible.

Provided that the Owner pays the Design-Builder as required by this Contract, the Design-Builder agrees that the Owner is hereby granted an unconditional and irrevocable perpetual licence to use, in whole or in part, all Drawings and Specifications and all models furnished by the Design-Builder for any purpose, including repair, modification or renovation, provided the Owner has paid for it to the Design-Builder.

42. TRANSFER OF DRAWINGS

Before the Owner's Representative determines that Total Completion has been achieved, the Design-Builder will provide to the Owner the following:

- (a) 2 complete sets of mylar Drawings and Specifications, in reproducible form, showing the as-built Work;
- (b) in the event that the Drawings have been prepared by CAD technology, one set of disks with the as-built Drawings on them;

- (c) 2 complete sets of maintenance manuals for all equipment comprised in the Work; and
- (d) assignments to the Owner of all warranties applicable to equipment comprised in the Work.

On or before Substantial Performance, the Design-Builder will provide to the Owner such drawings, manuals and other information as are required by the Owner to use and operate the Project.

43. DISPUTE RESOLUTION PROCEDURE

Any disagreement between the Owner and the Design-Builder regarding the interpretation, application or enforcement of this Contract will be resolved pursuant to the procedures outlined in this Section 43 (the "Dispute Resolution Procedure") whether or not this Section 43 is specifically referenced.

The parties appoint Michael Tkachuk (the "Referee") as referee, with authority to perform the functions of the Referee as authorized by this Contract subject to removal or replacement as agreed to by the parties in writing.

If there is any dispute between the parties arising out of the Work, including the interpretation of any provision of the Contract Documents or a performance obligation of a party, or an alleged breach of this Contract, either party may give written notice of the dispute to the other party and the Design-Builder's Representative and the Owner's Representative will meet within 2 Days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter. Work will, as reasonably possible, continue in the event of any dispute and the parties at all times will use reasonable efforts to avoid or minimize any delay to the Construction Schedule.

If the parties' Representatives cannot resolve the dispute within 2 Days, the dispute will be referred to the Referee. The parties will provide the Referee with complete access to all information and records which the Referee demands to investigate the dispute. Within 7 Days of the referral, or such longer time as the both parties may agree, the Referee will provide a written report setting out the Referee's opinion as to the resolution of the dispute.

If either party disputes the Referee's determination, the disputing party will give written notice to the other party within 10 Days of receipt of the Referee's report, setting out fully the reasons for the disagreement with the Referee, in which event either party may, at its discretion, refer the dispute to binding arbitration before a single arbitrator appointed and acting under the *Commercial Arbitration Act* (British Columbia). The arbitration will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the Arbitrator will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a Court of competent jurisdiction within the Province of British Columbia. The arbitration will take place in Prince George, British Columbia.

The costs of the Referee will be divided equally. The Arbitrator will determine the responsibility to pay the arbitration costs.

Notwithstanding that all disagreements between the parties in relation to this Contract or the Work must be resolved pursuant to the Dispute Resolution Procedure, either party may apply to the Supreme Court of British Columbia for injunctive relief in the event that such relief is required to prevent irreparable harm which cannot be adequately compensated in damages.

44. NOTICE AND OTHER GENERAL PROVISIONS

44.1 Notice

Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which may be or is required to be given under this Contract will be in writing and either be delivered by hand or sent by facsimile transmission, addressed as follows:

- (a) To the Owner or the Owner's Representative:

Vice-President, Administration and Finance
 University of Northern British Columbia
 3333 University Way, Prince George, B.C. V2N 4Z9
 Telephone: (250) 960-5567
 Fax: (250) 960-5659

- (b) To the Design-Builder's Representative:

Peter Hall, Senior Vice President and Managing Director
 Giffels Design-Build Inc.
 4333 Ste. Catherine St. W.
 Suite 520
 Montreal PQ H3Z 1P9

 Telephone: (514) 931-1001 x225
 Fax: (514) 931-7070

or to such other address or facsimile number of which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the Day upon which it is delivered or if delivered on a day which is not a Day, then the next Day. Any notice which is sent by fax transmission will be deemed to have been given on the Day of transmission or if transmitted on a day which is not a Day, then the next Day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party changes its address or facsimile number, or both, such party will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section whereupon notice to such party will thereafter be sent to such new address or facsimile number.

While the telephone numbers of the representatives are set out in this Section 44.1, notice or other formal communication between them must be in writing and delivered or transmitted as set out in this Section 44.1, except in the case of an emergency, when notice may be given by telephone with later confirmation in writing.

44.2 Waiver and Modification

An alleged waiver of any breach of this Contract is effective only if it is an express waiver in writing of that breach. A waiver of a breach of this Contract does not operate as a waiver of any other breach of this Contract. This Contract may not be modified except by written agreement of the Parties.

44.3 Severability

If any term of this Contract is held to be unenforceable by a court, that term will be severed from this Contract and the rest of this Contract will remain in force unaffected by the severance of that term.

44.4 Entire Agreement

The Contract Documents represent the entire agreement between the parties regarding the Project and supersede all other negotiations and communications between the parties.

44.5 Interest

If either party should fail to make any payment to the other party when due under this Contract or in an award of arbitration, interest will be payable at the Default Rate from the date payment is due until payment is made.

44.6 Law of the Contract

The law of British Columbia will govern the interpretation and enforcement of this Contract and, subject to Section 43, the parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

44.7 Rights and Remedies

The duties and obligations imposed by this Contract and the rights and remedies available under this Contract are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

44.8 Confidentiality

Except as required by the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Owner and the Design-Builder will keep confidential all matters respecting technical, commercial and legal issues relating to or arising out of the performance of this Contract and will not, without the prior written consent of the other, disclose any such matters, except to their respective professional advisors in strict confidence. The Design-Builder will not make a press release or

other statement to the public regarding this Contract, the Work or the Project without the prior written consent of the Owner.

44.9 Binding Effect

This Contract enures to the benefit of and binds the parties to it and their respective successors, permitted assigns, heirs, executors and administrators.

44.10 Further Assurances

The parties will do everything reasonably necessary to give effect to the intent of this Contract, including the execution of further instruments.

As evidence of their agreement to be bound by the terms, the parties have caused this Contract to be executed and delivered under seal by their authorized signatories as of the dates set out below:

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

**UNIVERSITY OF NORTHERN BRITISH GIFFELS DESIGN-BUILD INC.
COLUMBIA**

Per: _____

Per: _____

Peter Hall
Senior Vice President and Managing Director

Per: _____

/we have authority to bind the Design-Builder

/we have authority to bind the Owner

SCHEDULE A

PERFORMANCE REQUIREMENTS

The Project, as designed and constructed by the Design-Builder for the Contract Price, will incorporate, meet and comply with the requirements and performance criteria as contemplated in the Contract Documents and the binder titled "Design Development Report" dated April 13, 2006 in the form delivered by the Design-Builder to the Owner.

SCHEDULE C

SCHEDULE OF PRICES

ALL FIGURES HAVE BEEN DELETED

January 10, 2006

PROJECT COSTS	
Construction Costs	\$
Soft Costs	\$
Ski Trail & Bridge	\$
Subtotal	\$
GST	\$
TOTAL	\$

Soft Costs	
Building Permit	\$
Insurance	\$
Design & Inspect	\$
IT & Security	\$
Legal	\$
Project Manager	\$
E & OE	\$
Giffels (Team	\$
Kitchens	\$
New Equipment	\$
Total	\$
Budget Conting. (in Const)	\$
Net Const Budget	\$

ALL FIGURES HAVE BEEN DELETED

UNBC SPORTS CENTRE - PRELIMINARY BUDGET

SUPPLIER	DESCRIPTION	VALUE	COL. 6	Cost/F2	OVERHEADS	COL. 8	SH/LABOUR	COL. 11
1 WIC	structural steel		\$	#DIV/0!	Mobile & Demob	\$	1	\$
2 Prince Sheet Metal	roofing		\$	#DIV/0!	Project Management	soft cost	2	\$
3 Zell	masonry		\$	#DIV/0!	Travel/Expenses	\$	3	\$
4 Equity	mechanical		\$	#DIV/0!	Supervision	\$	4	\$
5 WIC	electrical		\$	#DIV/0!	Survey & Layout	\$	5	\$
6 WIC	tile and resilient flooring		\$	#DIV/0!	Phone & Radio's	\$		\$
7 WIC	glazing		\$	#DIV/0!	Safety & First Aid	\$		\$
8 WIC	millwork		\$	#DIV/0!	Temp. Power	\$		\$
9 Heartland	lockers - budget		\$	#DIV/0!	Eng & Test	\$		\$
10 Colony	roof		\$	#DIV/0!	Port Structures	\$		\$
11 WIC	elevator		\$	#DIV/0!	Truck and Fuel	\$		\$
12 WIC	drywall		\$	#DIV/0!	Crane	\$		\$
13 WIC	gluelam		\$	#DIV/0!	Site Lighting	\$		\$
Prince George Steel	reinforcing steel		\$	#DIV/0!	Small Tools	\$		\$
14 Deonum	paint & sandblast		\$	#DIV/0!	Dumpster	\$		\$
15 Heartland	doors & hardware		\$	#DIV/0!	Cleanup/Snow Rem	\$		\$
16 Heartland	washroom acc & stalls		\$	#DIV/0!	Scaffolding	\$		\$
17 Shanahan's	mail and shutters		\$	#DIV/0!	Toilets/Wash	\$		\$
18 Central	overhead door x 2		\$	#DIV/0!	Security Fence	\$		\$
19 Prince Sheet Metal	metal siding		\$	#DIV/0!	Temp. Utilities	\$		\$
20 Fieldturf Turf	artificial turf		\$	#DIV/0!	Hoarding	\$		\$
21 Fieldturf Turf	hardwood floors & paint		\$	#DIV/0!	Temp. Heat	\$		\$
22 Fieldturf Turf	squash/dance floor		\$	#DIV/0!	Office Supplies	\$		\$
23 Fieldturf Turf	squash court panels		\$	#DIV/0!	Soils/Conc Insp.	\$		\$
24 Cascadia	running track		\$	#DIV/0!	Traffic Control	\$		\$
25 Fieldturf Turf	weight room/cardio		\$	#DIV/0!	General & Weather Cont	\$		\$
26 Cascadia	basketball backstops		\$	#DIV/0!	Connection Fees	\$		\$
27 Centaur	5 small scoreboards		\$	#DIV/0!	Job Sign	\$		\$
28 Cascadia	basic rink boards		\$	#DIV/0!	TOTAL	\$		\$
29 Centaur	basketball bleachers		\$	#DIV/0!	TOTAL COL. 6	\$		\$
30 Centaur	field bleachers		\$	#DIV/0!	TOTAL COL. 8	\$		\$
31 Centaur	divider curtains		\$	#DIV/0!	TOTAL COL. 11	\$		\$
	TOTAL	\$	\$		MARKUP	\$	Contingency	\$
		\$	\$		TOTAL	\$		\$
		\$	\$		BONDS	\$		\$
		\$	\$		TOTAL BID	\$		\$
		\$	\$		TOTAL COST/F	\$		\$

SCHEDULE D**LIST OF APPROVED SUBCONTRACTORS**

Subcontractor	Work Performed by Subcontractor
Western Industrial Contractors Ltd.	All aspects of the Work
NORR Limited	Design and architectural Services
Chernoff Thompson Architect	Design and architectural Services
AMEC Earth & Environmental	Geotechnical consulting

SCHEDULE E

LIST OF APPROVED OTHER CONTRACTORS
[None at time of Execution]

SCHEDULE F

INSURANCE CONDITIONS

1. The Design-Builder will provide and maintain insurance as required by the rest of this Schedule. All policies (except those under sections 2(b), 2(d) and 2(e)) will name as insured parties the Owner and the Design-Builder and will include all Subcontractors, the Owner's Representatives and the Design-Builder's Consultants as unnamed insureds, and will otherwise comply with the rest of these Insurance Conditions. All policies (except those under sections 2(b) and 2(e)) will preclude subrogation claims by the insurer against anyone insured thereunder. Policies under section 2(d) will preclude subrogation against the Design-Builder and the Owner.

2. The insurance that the Design-Builder will provide and maintain is as follows:
 - (a) the Design-Builder will provide and maintain (wrap-up) comprehensive or commercial general liability insurance (specifically named for the Project) subject to limits of not less than **DELETED** inclusive per occurrence, and a deductible of not more than **DELETED** per occurrence, for bodily injury, death and damage to or loss of property, including loss of use thereof, and including coverage for:
 - (i) premises and operations liability;
 - (ii) Design-Builder's contingent liability with respect to the operations of persons, firms or corporations having a contract for the execution of a part or parts of the work included in the Contract;
 - (iii) products or completed operations liability which will be maintained for 24 months from the date of Substantial Performance;
 - (iv) blanket contractual liability;
 - (v) cross liability;
 - (vi) elevator and hoist liability;
 - (vii) contingent employer's liability;
 - (viii) personal injury liability;
 - (ix) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable;

- (x) liability with respect to non-owned licensed vehicles;
 - (xi) liability with respect to owned and non-owned aircraft and watercraft, as applicable and if required for the Project; and
 - (xii) sudden or accidental pollution.
- (b) the Design-Builder will provide and maintain liability insurance in respect of vehicles owned, leased or rented by the Design-Builder and Subcontractors, subject to limits of not less than **DELETED** inclusive per occurrence;
- (c) the Design-Builder will provide and maintain builder's risk insurance, insuring the full value of the Work in the amount of the Contract Price, plus the value of Owner-supplied materials and things, if any, and the insurance will:
- (i) name as insureds, the Owner and the Design-Builder, and will include the interest of the Owner, the Design-Builder, Subcontractors and all others having an insurable interest in the Work;
 - (ii) include all Subcontractors as unnamed insureds or, if they specifically request, as named insureds;
 - (iii) preclude subrogation claims by the insurer against anyone insured thereunder except that subrogation will be permitted against consulting architects and engineers for liability arising out of design errors or professional negligence;
 - (iv) insure against all risks of direct loss or damage, including flood and earthquake, underground property, water damage and sewer backup subject to any exclusion expressly specified in this Contract and will apply to all material, equipment, machinery, labour and supplies of any nature to form part of the completed Project subject to the exclusions of the policy specified;
 - (v) provide coverage for damage to the Work as a result of an accident to any pressure vessel or vessel under vacuum during the period of such policies up to certification or being placed in operation; and
 - (vi) apply to both the installation and testing phases;
- (d) the Design-Builder will provide and maintain all-risks Design-Builder's equipment insurance protecting all machinery and equipment used by the Design-Builder in the performance of the Work for the value of any such machinery and equipment; and
- (e) The Design-Builder (through their design professionals) will provide and maintain professional liability insurance with respect to professional liability, (specifically

named for the Project) including errors and omissions, with a limit of not less than **DELETED** per occurrence with respect to the Project alone, and with a deductible of not more than **DELETED** per occurrence, valid for not less than two years after the Scheduled Completion Date.

3. All property insurance will be maintained continuously until **DELETED** after the date of the Design-Builder's final payment application to the Owner.
4. All insurance policies will provide that in the event of a loss, payment for damages to the Work will be made to the Owner and the Design-Builder as their respective interests may appear. The Design-Builder will act on behalf of the Owner and itself for the purpose of adjusting the amount of such loss with the insurers. On the determination of the extent of the loss, the Design-Builder will immediately proceed to restore the Work and will be entitled to receive from the Owner (in addition to any sum due under this Contract) the amount at which the Owner's interest in the restoration work has been appraised, to be paid as the work of the restoration proceeds and in accordance with the Design-Builder's payment application, but only to the extent that the Owner actually receives payment from the insurer or insurers in respect of that loss, and the Owner is not liable to pay the Design-Builder anything in any other case.
5. The Design-Builder will, from time to time at the request of the Owner, provide to the Owner proof satisfactory to the Owner, acting reasonably, that all policies of insurance required by these Insurance Conditions are in force, unamended and not cancelled, and that any premiums then applicable have been paid in full.
6. All insurance policies (except that under section 2(b)) under these Insurance Conditions will contain an endorsement to provide all additional insureds with prior notice of changes, reductions in coverage and cancellations, and such endorsement will be in the following form:

"It is agreed that the coverage provided by this insurance will not be changed, reduced, amended or cancelled until **DELETED** after notice of such change, reduction, amendment or cancellation has been given to all additional insureds."
7. If the Design-Builder fails to comply with these Insurance Conditions in any respect, the Owner may, in its sole discretion, perform the Design-Builder's obligations under these Insurance Conditions, at the expense of the Design-Builder, and any expense so paid by the Owner will be repayable to the Owner on demand or by deduction by the Owner from any payment owing by the Owner under the Contract, and until so paid, will bear interest at the Default Rate. Nothing in this section places any obligation on the Owner to act under this section or relieves the Design-Builder from its obligations under these Insurance Conditions.
8. The Design-Builder will require all its Design consultants and Subcontractors, of every description, to provide and maintain insurance as required by section 2(b) and (d) of these

Insurance Conditions, and those sections will, with respect to any such Design consultants and Subcontractors, be read as if those sections referred to them.

9. The Design-Builder will be responsible for any and all deductibles payable in any of the foregoing policies.

SCHEDULE G

PERFORMANCE BOND

Committee Binder
KF 902 C254 1979 + WFML

Standard Construction Document

PERFORMANCE BOND

CCDC 221 - 2002

No. _____

Bond Amount \$ _____

_____ as Principal, hereinafter called the Principal, and
_____ a corporation created and existing under the laws
of _____ and duly authorized to transact the business of Suretyship in _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto _____ as
Obligee, hereinafter called the Obligee, in the amount of _____
_____ Dollars (\$ _____) lawful money of Canada, for the payment
of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated _____ day of _____, in the year _____
for _____

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated _____ day of _____
in the year _____.

SIGNED and SEALED

Principal

in the presence of

ATTORNEY IN FACT

Signature

Name of person signing

Surety

Signature

Name of person signing



Copyright 2002

Canadian Construction Documents Committee

(CCDC 221 - 2002 has been approved by the Surety Association of Canada)

SCHEDULE H

LABOUR AND MATERIALS PAYMENT BOND

Committee Binder
KF 902 C254 1979+ WFML

LABOUR & MATERIAL PAYMENT BOND (Trustee Form)

Standard Construction Document

CCDC 222 - 2002

No. _____ Bond Amount \$ _____
_____ as Principal, hereinafter called the Principal, and
_____ a corporation created and existing under the laws
of _____ and duly authorized to transact the business of Suretyship in _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto _____ as
Obligee, hereinafter called the Obligee, in the amount of _____
_____ dollars (\$ _____) lawful money of Canada, for the payment
of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated _____ day of _____, in the year _____
for _____

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.

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- i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
 5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
 6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
 7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated _____ day of _____, in the year _____.

SIGNED and SEALED

Principal

in the presence of

ATTORNEY IN FACT

Signature

Name of person signing

Surety

Signature

Name of person signing



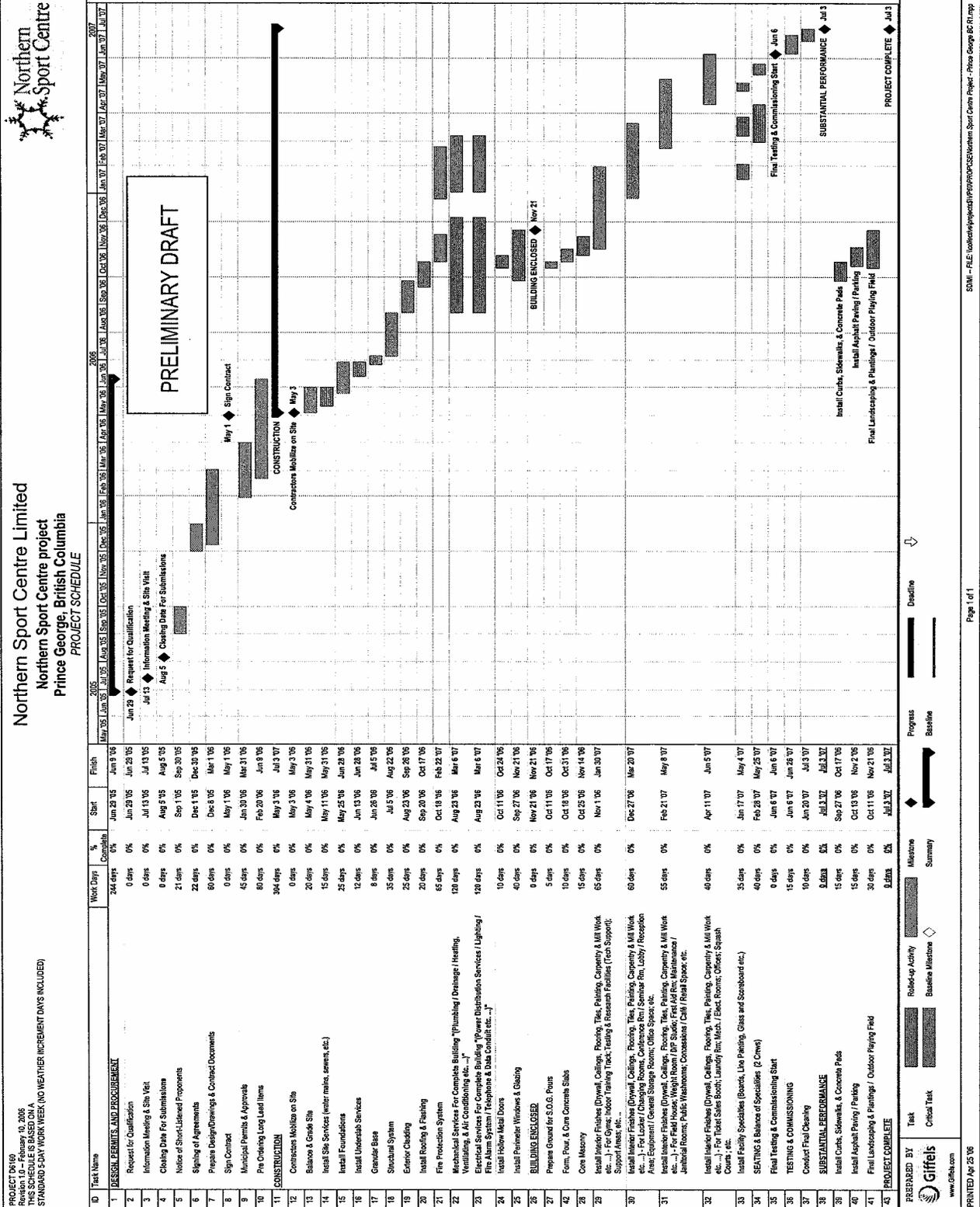
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Canadian Construction Documents Committee

(CCDC 222 – 2002 has been approved by the Surety Association of Canada)

SCHEDULE I

CONSTRUCTION SCHEDULE



SCHEDULE J

OWNER SUPPLIED EQUIPMENT

Fitness Centre Inventory
Cardio

Item	Model	Serial Number	UNBC BC	Value	Merchant	PO	Received
Elliptical 1	CT9500HR	CTH105965	17062	\$6,195.00	Apple Fitness	41828	Fall 2002
Elliptical 2	CT9500HR	CTH121300	18457	\$5,579.03	Harrison Fitness	45054	July 18/03
Elliptical 3	CT9500HR	CTH121289	18458	\$5,579.03	Harrison Fitness	45054	July 18/03
Elliptical 4	95XI	XTD 102568	19336	\$5,706.34	Harrison Fitness	47525	May 15/04
Elliptical 5	95XI	XTD 109527	21120	\$5,434.00	Harrison Fitness	48444	Sept 2004
Elliptical 6	95XI	XTD 109561	21119	\$5,434.00	Harrison Fitness	48444	Sept 2004
Elliptical 7	Precor 576i EFX			\$6,199.00	Fitness Depot	52423	July 2005
Elliptical 8	Precor 576i EFX			\$6,199.00	Fitness Depot	52423	July 2005
Upright Bike	Sports Art 5005B	B5005H25M0059	19380	\$1,311.00	Pacific Coast Fitness		Fall 2001
Upright Bike	Sports Art 5005B	B5005K22M0035	19379	\$1,311.00	Pacific Coast Fitness		Fall 2001
Upright Bike	Life Fitness LC9500HR	CBJ103155	17091	\$4,195.00	Apple Fitness	41828	Fall 2002
Upright Bike	Life Fitness LC9500HR	CBJ111549	18455	\$3,679.38	Harrison Fitness	45054	July 18/03
Upright Bike	95CI Upright Lifestyle	LC1105246	19338	\$3,933.19	Harrison (Free)	47525	May 15/04
Treadmill 1	Quinton	C22.2 No 601.1	17745	\$2,000.00			
Treadmill 2	Landice L8	L8-03311	13196	\$2,000.00	Pacific Coast Fitness		Winter 2001
Treadmill 3	Trotter 645CR	N11-1279100B	5407	\$2,000.00			
Treadmill 4	Life Fitness TR 9500	HTL 358368	17093	\$8,595.00	Apple Fitness	41828	Fall 2002
Treadmill 5	Life Fitness TR 9500	HTO106582	18456	\$8,309.78	Life Fitness	45054	July 18/03
Treadmill 6	95TI	TJ108748	19536	\$8,709.67	Life Fitness	47525	May 15/04
Treadmill 7	95TI			\$7,042.11	Life Fitness	52421	Sep-05
Treadmill 8	Woodway Desmo S	8506G05		\$11,395.44	National Fitness Prodn	52424	Aug-05
Stairmaster 1	Stairmaster 4000 PT	U114009	5413	\$700.00			
Stairmaster 2	Star Trac 4100	S30650B	17746	\$700.00			
Stairmaster 3	Stairmaster 4200PT	S306545	17747	\$700.00			
Stairmaster 3	Free Climber 4200PT	1.5002E+11		\$700.00			
Stairmaster 4	Star Trac (left)	5151201328		\$2,670.00	Lifestyle Equipment	52422	Oct-05
Stairmaster 5	Star Trac (right)	5151201334		\$2,670.00	Lifestyle Equipment	52422	Oct-05
Recumbent Bike 1	Cyber Model 500R	658433	17748	\$3,190.86	Pacific Coast Fitness		Fall 2001
Recumbent Bike 2	Star Trac 4400	R304846	2753	\$1,000.00			
Rower	Concept II	05060271	17749	\$1,190.00	Rocky Mountain	41828	Fall 2002
Stationary Bike	Revver Fitness Cycle		17751	\$500.00			
Stationary Bike	Monarch		21101				
Stationary Bike	Monarch		21100				
Stationary Bike	Monarch		5411	\$500.00			
Stationary Bike	Monarch		17737	\$820.00	Rocky Mountain	41828	Fall 2002
4102006 Stationary Bike	Monarch	229676	17737	\$126,147.83			

SCHEDULE K

SCHEDULE OF WARRANTIES

(All Warranties commence from the date of the Certificate of Substantial Performance in respect of the Project. Warranties are listed in this Schedule or referenced in Schedule A)

1. Landscaping	One year warranty
2. Roofing	Five year RCABC warranty + manufacturer's guarantee on material
3. Aluminum Framing	Five years + manufacturer's seal guarantee
4. Automatic Doors	Five year warranty
5. Wood Doors	Two years
6. Folding Partitions	One year
7. Flooring & Tile	One year + manufacturer's guarantee on material
8. Finish Hardware	Two years + manufacturer's guarantee on material
9. Balance of workmanship and materials in Contract	One year warranty

SCHEDULE L

OUTLINE OF QUALITY CONTROL PLAN

QUALITY ASSURANCE

AND

QUALITY CONTROL

**Giffels Design-Build Inc.
November 2003**

DELETED

DELETED

DELETED

DELETED

DELETED

DELETED

DELETED

DELETED

**SCHEDULE M
Payment Application**

Payment Application	(a)	
	Certificate No. _____	Date: _____
	Type: Progress Payment	
<p>Contract <u>Northern Sport Centre Project</u></p> <p>Contractor _____</p> <p>Address _____</p> <p>This is to certify that certain works have been carried out and materials delivered on the above-referenced contract as shown below and the references noted in this Application For Payment correspond to the requirements of the Contract and the Schedule of Prices:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>Total value of work carried out pursuant to the Contract which is described above and which is now payable pursuant to the Contract:</p> <p>Approved Extras to be included in this Application:</p> <p style="padding-left: 100px;">Change Order No. _____</p> <p style="padding-left: 40px;">Total contract value of work certified to date (including this Application)</p> <p style="padding-left: 80px;">Less statutory holdback of 10.0%</p> <p style="padding-left: 40px;">Total Net value certified to date (including this Application)</p> <p style="padding-left: 80px;">Less Net amount of previous certificates paid</p> <p style="padding-left: 100px;">NET AMOUNT DUE (under this Application)</p> <p style="padding-left: 100px;">Plus GST applicable to NET AMOUNT DUE</p> <p align="right">TOTAL DUE DESIGN-BUILDER</p>	<p>\$ _____</p>	

Submitted on behalf of the Design-Builder by: _____ (Authorized Signatory of Design-Builder)	

The Design-Builder acknowledges that a Statutory Declaration in the form required by the Owner and a certificate from the Design-Builder's Consultant in connection with the contents of this Application will be required by the Owner and will determine the amount and timing of the payment to the Design-Builder.

SCHEDULE N

STATUTORY DECLARATION

TO BE MADE BY AN OFFICER OF THE DESIGN-BUILDER TO ACCOMPANY AN APPLICATION FOR PAYMENT

Province of British Columbia, Canada

In the matter of contract (the “Contract”) between The University of Northern British Columbia (Owner),

and Giffels Design-Build Inc. (the “Applicant”)

in connection with the Northern Sport Centre Project

I, _____ of the City of _____ in the Province of _____ do solemnly declare:

1. That I am _____ of the Applicant,
(President, Vice-President, Secretary, Treasurer, a Director)

a party to the Contract and as such have personal knowledge of the Contract and the facts declared in this statement and I am authorized on behalf of the Applicant to make this declaration.

2. That this declaration is in support of an application for payment under the Contract dated _____ (the “Current Application”) and the Current Application is a claim for all payments currently payable under the Contract up to the date of the Current Application and payments made under the Contract prior to the date of the Current Application have been used to pay in full all subcontractors, labour and accounts for materials and equipment whatsoever provided under the Contract, except for the 10% lien holdbacks retained pursuant to the *Builders Lien Act*.
3. That the wages paid in respect of all labour provided under the Contract are in all cases equal to or above the minimum wages required as set out in any applicable legislation or agreement.
4. That in connection with work carried out during the period up to the date of the Current Application, the following description is accurate (check one box):

There are:

- (a) No outstanding claims for work performed beyond scope of the Contract or other claims, costs or expenses which are not included in the Current Application;

or

(b) Outstanding Claims for work performed beyond the scope of the Contract which have been authorized by the Owner in writing, but for which a Change Order valuation has not yet been finalized, the details of which are as follows:

5. Except as described in this declaration, there are no outstanding claims for payment under the Contract.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Signed on behalf of _____

(name & title as in section 1 above)

DECLARED before me at the _____ of _____ in the
_____ of _____ this
_____ day of _____ 200_.

Signed by Lawyer or Notary who witnessed this declaration: _____

(name of Lawyer or Notary Public)

SCHEDULE O
Design-Builder's Consultant's Certificate

**TO BE MADE BY THE DESIGN-BUILDER'S CONSULTANT TO ACCOMPANY AN
APPLICATION FOR PAYMENT**

In the matter of contract (the "Contract") between _____ ("Owner"),
and _____, (the "Contractor" or
"Applicant")

in connection with the Northern Sport Centre Project

I, _____ of the City of _____ in
the Province of _____ certify the following:

1. That I am an architect in the Province of British Columbia carrying out the duties of the Design-Builder's Consultant for the Applicant as provided for in the Contract and as such have personal knowledge of the facts declared in this certificate.
2. That this certificate is in support of an application for payment under the Contract dated _____, as such application has been amended or modified by my comments or notations on the copy attached to this certificate (the "Current Application") and the Current Application is a claim for payments currently payable under the Contract in respect of work, services and materials provided pursuant to the Contract and referenced in the Current Application.
3. Based on my observations at the Work Site and the data provided to me in support of the Current Application, to the best of my knowledge, information and belief, the work under the Contract has progressed to the point indicated on the Current Application and in my opinion, the quality of the work is in accordance with the Contract and that the Applicant is entitled to payment under the Contract in the amount certified on the Current Application.

Signed on behalf of the Design-Builder's Consultant: _____

(name & title as in section 1 above)

this

_____ day of _____ 200_.

SCHEDULE P
Commissioning Protocol

(To be settled by the parties within 90 days of the execution of the Contract)

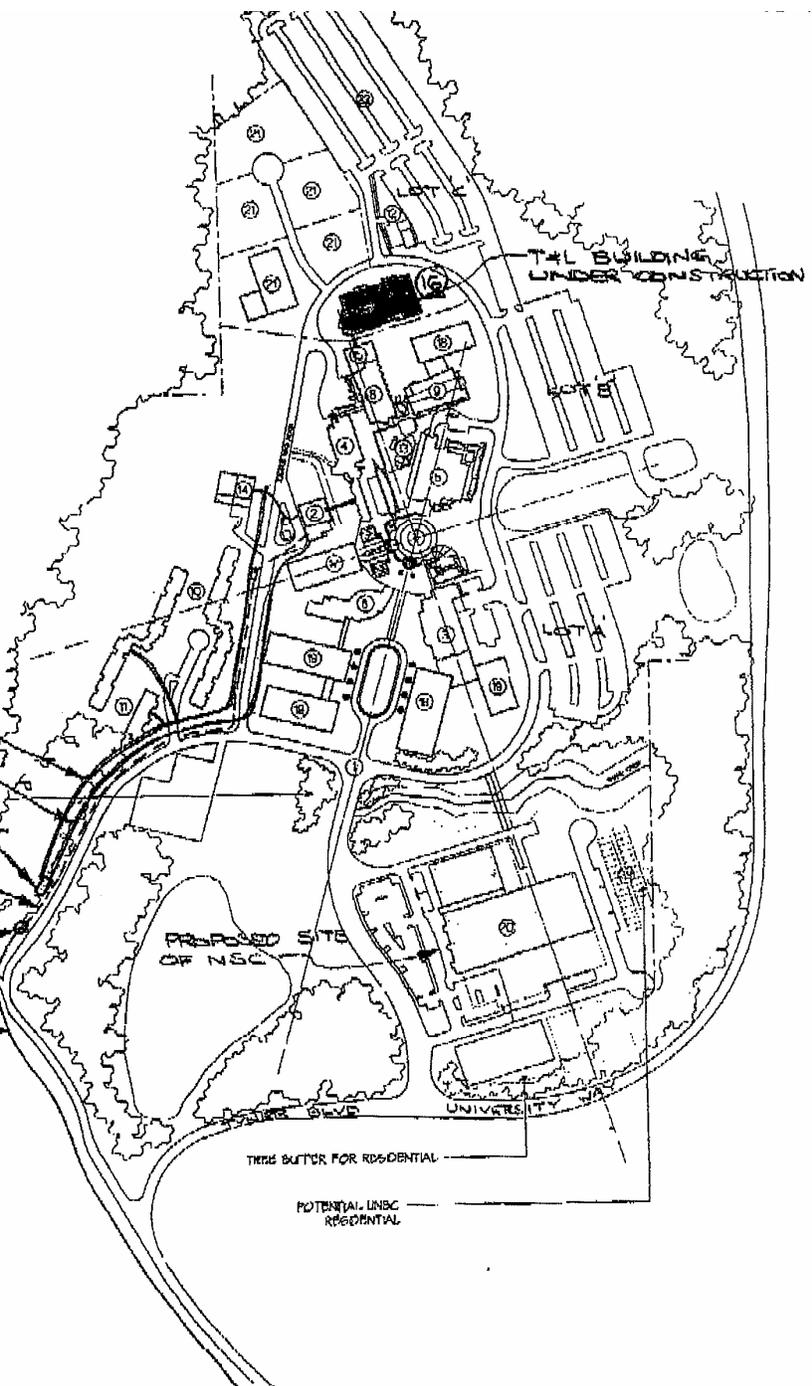
SCHEDULE Q

UTILITIES LOCATION PLAN

- 1 CAMPUS HING ROAD
- 2 POWER PLANT
- 3 ADMINISTRATION
- 4 LABORATORY
- 5 LIBRARY
- 6 CONFERENCE CENTER
- 7 ACCORRA
- 8 LABORATORY
- 9 NORTHERN HEALTH SCIENCES BUILDING
- 10 RESIDENCES
- 11 DAYCARE
- 12 MAINTENANCE BUILDING
- 13 FIRST NATIONS
- 14 ENHANCED FORESTRY LAB
- 15 LABORATORY EXTENSION (D70)
- 16 TEACHING & LEARNING BUILDING
- 17 STUDENT UNION BUILDING
- 18 NORTHERN HEALTH SCIENCES FUTURE EXPANSION
- 19 FUTURE ACADEMIC & ADMINISTRATION BUILDINGS
- 20 NORTHERN SPORTS CENTRE
- 21 RESEARCH & DEVELOPMENT PARK PROPERTIES
- 22 FUTURE PARKING
- 23 FUTURE LOCATION OF TOWNHOUSES

1-15 EXISTING BUILDINGS

- GAS LINE
- INTERRUPTIBLE GAS LINE
- GAS METERING STATION
- SKI-TRAIL PARKING LOT
- UNDERGROUND POWER LINE
- POLE MOUNTED SWITCH
- INCOMING ABOVE-GROUND POWER LINE



SK-3
 FUTURE CAMPUS PLAN
 UNIVERSITY OF NORTHERN BRITISH COLUMBIA
CHERNOFF THOMPSON ARCHITECTS

SCALE: NTS
 DATE: 25 APRIL 2003
 DRAWN: DC
 PROJECT NO.: R0481

SCHEDULE R

RESPONSE TIME SCHEDULE

(No items)