

## APPENDIX 4B

### RENOVATION SERVICES

#### 1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of the Agreement:

“**Scheduled Renovations**” has the meaning set out in Section 2.2(b) of this Appendix;

#### 2. RENOVATION SERVICES

##### 2.1 General Requirements

- (a) Project Co will perform the Renovation Services in compliance with this Appendix and all other requirements of this Agreement. Project Co is responsible for the costs of meeting all such requirements for the Renovation Services except where any costs are clearly identified as being Authority costs.
- (b) Project Co acknowledges that the scope of the Renovation Services includes both design services and construction management services, with all Renovation Services to be performed by the Project Contractors or by the Architect or other Sub-Contractors engaged directly or indirectly by Project Co and not by the Authority.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) Without limiting the requirements of the Agreement, including the other provisions of this Appendix, Project Co will:
  - (1) provide high quality, efficient, innovative and flexible Renovation Services at all times;
  - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the relevant Project Contractor and Sub-Contractors) with the skills necessary to perform the Renovation Services;
  - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;
  - (4) research and develop new service delivery methods and apprise the Authority of their benefits;
  - (5) manage matters and marshal resources as required to participate in non-medical emergency responses and to provide a high level of customer care;
  - (6) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co, the Service Provider and Sub-Contractors;
  - (7) provide all services required to professionally complete the Renovation Services and the Scheduled Renovations in an expeditious manner consistent with the requirements of the Project Agreement, including this Appendix 4B, and in the best interests of the Authority.

- (8) exercise competent supervision of the Renovation Services and the Scheduled Renovations at all times; and
- (9) provide all quality assurance and quality monitoring and participate in, and cooperate with post-occupancy commissioning, validation, and other quality assurance and quality control processes.

Notwithstanding the general requirements described in this Section 2.1, the Authority does not expect the design aspects of the Scheduled Renovations for each of the components described in Appendix 2I [Renovation Work Area Diagram] to be delivered to meet the requirements of Schedule 3 of the Project Agreement. The Authority expects the design requirements for each of the components will vary and will need to account for the existing conditions of each component and will be completed based on Good Industry Practices and the other provisions of this Appendix and the Agreement.

## 2.2 Scope and Phasing of Scheduled Renovations

- (a) Project Co acknowledges that:
  - (1) the existing Emergency Department will be expanded and renovated to serve the growing population;
  - (2) the Scheduled Renovations will require the re-purposing of the existing space upgrading or replacing related systems as required;
  - (3) the Scheduled Renovations also include renovation of the components described in Appendix 2I [Renovation Work Area Diagram] and all renovations will take place within the building envelope; and
  - (4) Hospital operations will be maintained throughout the Renovation Services.
- (b) Project Co will perform the Renovation Services for the following components and the following design and construction scope (the “**Scheduled Renovations**”):
  - (1) Morgue (Level 0 West): The Morgue will expand into the vacated Laundry Services space. The Morgue will continue to utilize the adjacent loading area for discrete cadaver transfers to and from the Facility.
  - (2) Public Concourse Expansion (Level 1 South): The public circulation between the existing Parking Garage elevator core to the New Facility will be widened with existing finishes replaced and upgraded for an enhanced experience for visitors parking in the garage and travelling to the New Facility public elevator core at Level 1.
  - (3) Emergency Department Overflow Inpatient Unit (Level 2 South): In order to accommodate the Emergency Department expansion, the Diagnostic Imaging Reception area, Support Space, and Vascular Clinic to the east of the existing Emergency Department will be displaced and constructed new in the area currently used as the Emergency Department Overflow Inpatient Unit.
  - (4) Laboratory (Level 2 East): In addition, a minor renovation for the Laboratory is associated with the link between the renovated Emergency Department and the elevators for access to services located in the existing Hospital and the New Facility.
  - (5) Expanded Emergency Department (Level 2 South): The existing Emergency Department will be renovated and expanded into adjacent space that becomes available when programs move into the New Facility. The existing Emergency

Department will more than double in size and provide 12 additional treatment spaces for a total of 57 (currently 45).

- (6) Pediatric Unit (Level 3 North): The Pediatric Department will be relocated within the existing Hospital from Level 5 South to Level 3 North to create a desirable proximity to Maternal and Child Health Services on Level 3 of the Patient Care Tower for a more consolidated Maternal and Child Health Program. Space is available on Level 3 North to allocate for Ronald McDonald family space adjacent to the Pediatric Unit.
- (7) Equipment Storage (Level 3 South): Conversion of equipment storage room to ICU family space.
- (8) Post Anaesthetic Recovery Department (PARR) (Level 4 North): The existing Post Anaesthetic Recovery Program has limited ability to expand in its current location (Level 4 West). The department is unable to be co-located with the OR theatres on Level 4 of the New Facility because the floor plate can only accommodate the required 13 OR theatres. To address the need for expansion, adjacency to the OR theatres, and connection to the New Facility patient/service elevators, a new PARR will be constructed in the Level 4 North area once the space is decanted into the New Facility. During this renovation, connections between the New Facility and Level 4 North PARR will be completed along the Level 4 North east wall and south wall. Design of the new Level 4 North PARR and all associated links between the New Facility and existing Hospital on Level 4 to take place during the schematic design phase and the design development phase of the New Facility. For construction of the link to occur prior to the Service Commencement Date refer to Schedule 2 Appendix 2I Work Area 10.
- (9) Day Care Surgery (Level 4 West and South): To complete the operational flow between the New Facility OR's, Level 4 North PARR and Level 4 Day Care Surgery, Level 4 West will be renovated to provide Day Care Surgery expansion including new Reception and Waiting areas. Design of the new Level 4 West with associated links between the New Facility and new Day Care Surgery areas to take place during the schematic design phase and the design development phase of the New Facility. Construction to occur after the Service Commencement Date.

With the exception of PARR and Surgical Day Care design which is required during the schematic design phase and design development phase for the New Facility, the design of the Scheduled Renovations is expected to be completed at the Service Commencement Date. After the Service Commencement Date there will be a four month moving out period and the construction of the renovations will commence after the expiry of such moving out period.

- (c) The Authority expects to work with Project Co to develop a mutually agreed efficient phasing and construction plan for the Scheduled Renovations.
- (d) Project Co will use all reasonable efforts to minimize the effect of the Renovation Services and the Scheduled Renovations on the performance of the other Services and subject to the foregoing:
  - (1) Project Co will, to the extent identified and documented in such phasing and construction plan for the Scheduled Renovations, adjust the other Services for the impact on performance of the other Services as a result of the Renovation Services; and
  - (2) to the extent the impact on the other Services has been documented in such phasing and construction plan, such impact will constitute an Excusing Event.

- (e) The Renovation Services will be performed to achieve substantial completion of the Scheduled Renovations on or before the following target dates, or such other dates mutually agreed by the parties:
- (1) Morgue (Level 0 West): 36 months post Service Commencement
  - (2) Public Concourse Expansion (Level 1 South): 36 months post Service Commencement
  - (3) Emergency Department Overflow Inpatient Unit (Level 2 South): 36 months post Service Commencement
  - (4) Laboratory (Level 2 East): 36 months post Service Commencement
  - (5) Expanded Emergency Department (Level 2 South): 36 months post Service Commencement
  - (6) Pediatric Unit (Level 3 North): 22 months post Service Commencement
  - (7) Equipment Storage (Level 3 South); 36 months Post Service Commencement
  - (8) Post Anaesthetic Recovery Department (Level 4 North): 22 months post Service Commencement
  - (9) Day Care Surgery (Level 4 West and South): 22 months post Service Commencement
  - (10) Substantial Completion of the Scheduled Renovations: 36 months post Service Commencement.
- (f) For greater certainty, such target dates for substantial completion will be subject to adjustment for Supervening Events in accordance with the provisions of Section 8 of this Agreement, with necessary adjustments to the interpretation of Section 8 to apply to such target dates in addition to the Target Service Commencement Date, the Longstop Date and the dates for move-in as set out in the Facility Move-in Schedule as referenced in Section 8.
- (g) If Project fails to achieve substantial completion of the whole of the Scheduled Renovations on or before such target date for substantial completion and the Authority has not extended such target date for achievement of substantial completion in accordance with this Agreement, Project Co will pay to the Authority by way of liquidated damages and not as a penalty the sum of \$2,700 per day for each and every day after the target substantial completion date that substantial completion is not achieved. The maximum aggregate amount of such liquidated damages will be \$486,000. The liquidated damages will be the Authority's sole claim for damages against Project Co for failure to achieve substantial completion by the target substantial completion date. The liquidated damages will not relieve Project Co from its obligation to complete the Renovation Services and the Scheduled Renovations or from any other duties, obligations or responsibilities of Project Co under this Agreement, and will not limit the Authority's rights to terminate this Agreement for default of Project Co under this Agreement.

## **2.3 Renovation Services**

- (a) The Renovation Services include the provision of design services and construction management services for the Scheduled Renovations.

- (b) Project Co as designer and construction manager will provide design and construction management services during the pre-construction, construction, commissioning and post-construction stages of the Scheduled Renovations.
- (c) Project Co will contract the Renovation Services to the relevant Project Contractor and the relevant Project Contractor will sub-contract the design services to the Architect. Further sub-contracting by the relevant Project Contractor or the Architect to any other Sub-Contractor is subject to the consent of the Authority, acting reasonably, to the Sub-Contractor and the Sub-Contract. Project Co will not, and will not permit, the modification, amendment, changes or termination of any contract relating to the Renovation Services with the relevant Project Contractor or any Sub-Contract with the Architect or other Sub-Contractor without the consent of the Authority, acting reasonably.
- (d) The general scope of the Renovation Services includes the following:
- (1) Design Services include:
- Provision of all architecture and engineering services, including design development and user consultation, for the design of the Scheduled Renovations through to project close out. Project Co will work collaboratively with the Authority to develop the design and building specifications of the Scheduled Renovations. The Authority will ensure active participation by users with the intent and expectation of delivery of high quality design.
- (2) Construction Management Services include:
- (A) Pre-Construction
- Provision of pre-construction services, including management of the bidding process for all Scheduled Renovation work packages.
- (B) Project Costing
- Provision of costing services, including cost plan development, cost estimating and control services, monthly construction cost reports, cash flow forecasts (not less frequently than quarterly) and value analysis services. These services will be provided from inception to completion of the Scheduled Renovations.
- (C) Project Scheduling
- Provision of project scheduling services, including project schedule development, ongoing monitoring of the schedule and monthly project schedule updates. These services will be provided from inception to completion of the Scheduled Renovations.
- (D) Trade Sub-Contractor Procurement
- Provision of procurement and subcontracting with trade Sub-Contractors. The intent is that all trade Sub-Contracts will be competitively procured and the construction manager, relevant Project Contractor will not be allowed to compete without prior consent of the Authority and notification to other bidders.
- (E) General Renovation Services
- Provision of general services, such as, coordination and integration with the Service Provider through all phases, managing impacts to

infrastructure and systems, and coordination with the Authority and other third party vendors/suppliers.

- (e) Upon completion of the construction works component of the Renovation Services for any area of the Other Site Facilities, Project Co will provide the Other Site Services, and as applicable, New Site Services to the Select Campus-Wide Systems.
- (f) Project Co will develop and implement appropriate operational policies, procedures and practices, relative to the provision of the Renovation Services.
- (g) The list of personnel set out below represent only the type and category, and not the number, of the management and supervisory personnel who will be included in the provision of the construction management portion of the Renovation Services:
  - (1) Senior Project Managers
  - (2) Project Managers
  - (3) Project Superintendents
  - (4) Assistant Project Superintendents
  - (5) Project Schedulers
  - (6) Project Coordinators
  - (7) Project Safety Officers
  - (8) Project Estimators
  - (9) Architects
  - (10) Engineers/Miscellaneous Consultants
  - (11) Overhead personnel located off-site and/or on-site including, but not limited to:
    - (A) Principal(s)
    - (B) Office management and administration staff
    - (C) Secretarial staff
    - (D) Finance/accounting staff
    - (E) Procurement and expediting staff
    - (F) Legal counsel
    - (G) Firm Construction Manager
    - (H) Firm safety officer, including First Aid Attendant
    - (I) Policies and procedures/quality control officer
    - (J) Information systems personnel
    - (K) Cost estimating, cost control and value analysis support personnel
    - (L) Scheduling support personnel

Project Co will not remove any personnel who are included in the above positions without the prior written approval of the Authority, acting reasonably.

The list of positions included above represents only the type and category, and not the number of designer's and construction manager's personnel that will be included in the provision of the Renovation Services. Project Co will determine the sufficient number of personnel in each of the categories listed above required to carry out the Renovation Services in accordance with the Project Agreement. Project Co will ensure that adequate numbers of each type of personnel are assigned to the Renovation Services to ensure completion in accordance with the schedule for the Scheduled Renovations set out in this Appendix 4B.

- (h) The construction management portion of the Renovation Services of such personnel will include the work generally described as Division One (1) and summarized below;
  - 1. Project Meetings
  - 2. Submittal Procedures
  - 3. Fire Safety Requirements
  - 4. Procedures for Deconstruction and Construction
  - 5. Regulatory Requirements
  - 6. Quality Control
  - 8. Execution Requirements
  - 9. Closeout Procedures including Deficiencies
  - 10. Closeout Submittals including as-built drawings and maintenance documentation
  - 11. Demonstration and Training
- (i) All trade Sub-Contracts will be bid on a competitive stipulated price contract basis, unless otherwise agreed by the Authority.

For greater certainty (and without limiting the application of Appendix 4H [General Management Services] to any other Services), the provisions of Appendix 4H [General Management Services] apply to the provision of the Renovation Services.

None of the costs for the above personnel, or any permitted trade Sub-Contractor providing the work that would otherwise be provided by such personnel, or the costs for the provisions of Appendix 4H [General Management Services] or for the Services otherwise to be provided by the Service Provider, will be reimbursable by the Authority.

## **2.4 Price and Payment for Renovation Services**

The Authority will reimburse Project Co the costs of trade Sub-Contracts (including the costs described in Section 2.5(b)) approved by the Authority, acting reasonably.

Project Co acknowledges that, save as set out in this Appendix, the Construction Payments and Service Payments set out in this Agreement include the total compensation, including all overhead and profit, relative to the Renovation Services.

Project Co will invoice the Authority on a progress basis monthly in arrears in accordance with Section 8.1(c)(2) of Schedule 8 [Payments].

## 2.5 Assumptions

- (a) The parties acknowledges that the scope of the Renovation Services is based on the following assumptions, and that in the event that any of such assumptions is incorrect, such inaccuracy will be deemed to be a Change for which Project Co will be entitled to compensation or relief in accordance with Schedule 6 [Changes, Minor Works and Innovation Proposals]:
- (1) Design meetings made up as follows:
    - (A) Schematic Design - Maximum of 5 meetings in Kamloops
    - (B) Design Development - Maximum of 7 meetings in Kamloops
    - (C) Construction Drawings - Maximum of 4 meetings in Kamloops
  - (2) Contract Administration meetings - Maximum 2 meetings per month in Kamloops
  - (3) An estimated construction budget (excluding any amounts included in the Construction Payments and Service Payments included in this Agreement) to a maximum budget of \$50.8 million which includes all construction management reimbursements, the construction cost, the construction contingency and all associated escalation costs, but excludes GST
- (b) The parties further acknowledge that Project Co has not included the costs or expenses of the following in the Renovation Services and that any costs or expenses incurred by Project Co in the performance of the same will be reimbursed by the Authority in accordance with Section 2.4:
- (1) Relocation and coordination of moving existing Emergency Department to facilitate Emergency Department renovation
  - (2) Construction of temporary Emergency Department
  - (3) Site Offices, communications, phones, furniture, etc.
  - (4) Jurisdictional Authority Permits, License, Fees, Utility Charges
  - (5) Temporary Site Enclosures, Barriers, infection Control Barriers
  - (6) Craneage or Hoisting
  - (7) Access equipment
  - (8) Elevator use or protection
  - (9) Equipment or Tools
  - (10) Safety Materials
  - (11) Daily clean, waste disposal fees, dumpsters, chutes
  - (12) Temporary winter heat or enclosures
  - (13) Temporary Stairs
  - (14) Temporary Light Service, Power or Power Consumption
  - (15) Temporary Water Service

- (16) Temporary Access Roads
- (17) Temporary Washrooms
- (18) Temporary Fire Protection
- (19) Temporary Controls
- (20) Project Signage
- (21) Temporary Construction
- (22) Traffic Control
- (23) Protection of installed construction
- (24) Cost of all trade Sub-Contracts
- (25) GST

## **2.6 Additional Time and Materials Basis Work**

Without limiting the scope of Schedule 6 [Changes, Minor Works and Innovation Proposals], Project Co acknowledges that the Authority may from time to time during the course of performance of the Renovation Services identify Changes that in the best interests of the Project may be performed by the resources allocated to the Renovation Services and may require Project Co to perform such Changes on a time and materials basis pursuant to Schedule 6 [Changes, Minor Works and Innovation Proposals] and in accordance with the rates set out in Form A11 of the Financial Model.

## **2.7 Insurance for Renovation Services exceeding**

Project Co and the Authority acknowledge that the Renovation Services may be performed in one or more phases, as determined by the Authority.

For any phase that is anticipated to exceed \_\_\_\_\_, the insurance provisions of this Section 2.7 will apply.

The following provisions are the Authority's standard-form insurance provisions that will apply. For interpretation purposes:

- (a) "Owner" refers to the Authority
- (b) "Contractor" refers to Project Co
- (c) "Subcontractor" refers to the Design-Builder and Sub-Contractors
- (d) "Work" refers to the Renovation Services and the Scheduled Renovations
- (e) Insurance to be paid for by Project Co shall be reimbursed under this Appendix.

1. Insurance and coverage will be arranged and paid for as under-noted:

- (a) Commercial General Liability insurance
  - 1) The Owner shall provide, maintain and pay for Commercial General Liability Insurance with a limit of \_\_\_\_\_ inclusive per occurrence, \_\_\_\_\_ general aggregate for bodily injury, death, and damage to property including loss of use thereof,

product/completed operations liability with a limit of annual aggregate.

- 2) The insurance shall cover the Owner, Contractors & Sub-contractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site. The insurance does not extend to any activities, works, jobs or undertakings of the insureds other than those directly related to the Work of this Contract.
- 3) The insurance shall preclude subrogation claims by the insurer against anyone insured hereunder.
- 4) The insurance shall include coverage for:
  - .01 Premises and Operations Liability;
  - .02 Products or Completed Operations Liability;
  - .03 Blanket Contractual Liability;
  - .04 Cross Liability;
  - .05 Elevator and Hoist Liability;
  - .06 Contingent Employer's Liability;
  - .07 Personal Injury Liability;
  - .08 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
  - .09 Liability with respect to Non-Owned Licensed Vehicles  
;
  - .10 Broad Form Property Damage;
  - .11 Broad Form Completed Operations;
  - .12 Limited Pollution Liability
  - .13 Employees as Additional Insureds;
  - .14 Broad Form Tenants Legal Liability ; and
  - .15 Operation of Attached Machinery.
- 5) Any applicable deductibles shall not exceed except with respect to loss or damage arising from hot roofing operations where the deductible shall not exceed
- 6) This insurance shall be maintained continuously from commencement of the Work until the date of final certificate for payment is issued or when the insured project is completed and accepted by or on behalf of the Owner, whichever occurs first, plus with respect to completed operations cover a further period of months.

(b) Property Coverage

- 1) The Owner shall provide, maintain and pay for Course of Construction coverage, against "All Risks" of physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America (excluding Alaska) during construction, erection, installation and testing, but such coverage shall not include coverage for Contractor's equipment of any description. Such coverage shall be maintained until Substantial Performance of the Work. There will be a deductible of \_\_\_\_\_ for each and every occurrence on projects valued at less than \_\_\_\_\_ and a deductible of \_\_\_\_\_ on projects valued at more than \_\_\_\_\_ except for the perils of flood which shall have a deductible of \_\_\_\_\_ testing and commissioning and water damage to interior of buildings which shall have a deductible of \_\_\_\_\_ and earthquake which shall have a deductible of \_\_\_\_\_ (subject to minimum \_\_\_\_\_ ) deductible based upon the total project value insured. A one day waiting period for each month of the project subject to a minimum waiting period of \_\_\_\_\_ shall apply with respect to soft costs.
- 2) The coverage shall include as a protected entity, each Contractor, Subcontractor, Architect or Engineer who is engaged in the Project.
- 3) The coverage will contain a waiver of the Owner's rights of subrogation against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.
- 4) The Contractor shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.

(c) Automobile Liability Insurance

The Contractor shall provide, maintain and pay for, and require all Subcontractors to provide, maintain and pay for Automobile Liability

Insurance in respect of all owned or leased vehicles, subject to limits of not less than \_\_\_\_\_ inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

(d) Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide, maintain and pay for liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, subject to limits of not less than \_\_\_\_\_ inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including Aircraft Passenger Hazard where applicable. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

(e) Contractors Pollution Liability Insurance, when applicable, the Contractor (or Contractor's Subcontractors) will be required to provide, maintain and pay for:

Contractor's Pollution Liability, where the Contractor's performance (or Contractor's Subcontractors performance) of the work is associated with hazardous materials clean-

up, removal and/or containment, transit and disposal. This insurance must have a limit of liability not less than \_\_\_\_\_ inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof. The Owner must be included as an additional insured for its vicarious liability. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Owner and shall not affect the Owner's ability to bring suit against the Contractor as a third party.

Any insurance required under this section (e) must be endorsed to provide the Owner with 30 days advance written notice of cancellation. If any such insurance is provided on a claims-made basis and that insurance is cancelled or not renewed, such policy must provide a \_\_\_\_\_ extended reporting period. The Contractor must cause all Subcontractors to provide to the Owner a Certificate of Insurance confirming all policies and endorsements necessary to comply with the insurance requirements outlined herein, or upon request, provide a certified copy of the required insurance policy.

(f) Professional Liability Insurance

The architect engaged for the Renovation Services shall provide and maintain continuously from the commencement of the Work, until \_\_\_\_\_ after Substantial Performance of the Work, the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Owner:

1) Professional Errors and Omissions Liability Insurance protecting the Design-Builder or the Design-Builder's Consultant, Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the Design Services under this Agreement. Such insurance shall be for the adequate amount acceptable to the Owner and shall in any event be not less than:

- a. For construction valued at \$0.00 to \$2.5 million: \_\_\_\_\_ per occurrence;
- b. For construction valued over \$2.5 million to \$7.5 million: \_\_\_\_\_ per occurrence;
- c. For construction valued over \$7.5 million to \$15.0 million: \_\_\_\_\_ per occurrence;
- d. For construction valued over \$15.0 million to \$30.0 million: \_\_\_\_\_ per occurrence; and
- e. For construction valued over \$30.0 million to \$75.0 million: \_\_\_\_\_ per occurrence.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \_\_\_\_\_ Errors and Omissions Insurance despite the value of their scope of work.

If coverage is provided by the Design-Builder's Architect, then such Professional Errors and Omissions Liability Insurance shall not contain a "Design-Build" exclusion".

2. Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until the date of final certificate for payment.

3. The Owner shall, upon request, provide the Contractor with proof of insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work.
4. The Contractor and/or his Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.
5. The Contractor shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by coverage/insurance specified in this section.
6. The Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Contractor prior to the commencement of the Work in the form of a completed Certificate of Insurance.
7. The Owner shall not be responsible for injury to the Contractor's employees or for loss or damage to the Contractor's or to the Contractor's employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time to time, or at the termination of the contract, be removed from the premises. The Contractor hereby waives all rights of recourse against the Owner or any other contractor with regard to damage to the Contractor's property.

## **2.8 Insurance for Renovation Services less than**

Project Co and the Authority acknowledge that the Renovation Services may be performed in one or more phases.

For any phase that is anticipated to be less than \_\_\_\_\_, the insurance provisions of this Section 2.8 will apply.

The following provisions are the Authority's standard-form insurance provisions that will apply. For interpretation purposes:

- (a) "Owner" refers to the Authority
- (b) "Contractor" refers to Project Co
- (c) "Subcontractor" refers to the Design-Builder and Sub-Contractors
- (d) "Work" refers to the Renovation Services and Scheduled Renovations
- (e) Insurance to be paid for by Project Co shall be reimbursed under this Appendix.

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Owner:

- (a) Commercial General Liability Insurance in an amount not less than:
  - \_\_\_\_\_ inclusive per occurrence against bodily injury and property damage for projects less than \_\_\_\_\_ or \_\_\_\_\_
  - \_\_\_\_\_ inclusive per occurrence against bodily injury and property damage for projects greater than \_\_\_\_\_ but less than \_\_\_\_\_

The Owner is to be added as an additional insured under this policy. Any deductible applicable to property damage shall not exceed \_\_\_\_\_ or such other reasonable deductible. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 Owner's and Contractor's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent Employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as Additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- .11 Elevator and Hoist Liability;
- .12 Operation of Attached Machinery;

and where such further risk exists:

- .13 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable; and
- .14 Limited Pollution Liability in an amount not less than \_\_\_\_\_

- (b) Property insurance which shall cover, on a replacement cost basis, all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, including earthquake and flood, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the Owner, and shall contain a waiver of subrogation against the Owner. Any deductible shall not exceed \_\_\_\_\_ or such other reasonable deductible for each and every occurrence except for the peril of flood, which may include a maximum deductible of \_\_\_\_\_, and earthquake, which may include a maximum deductible of \_\_\_\_\_ based upon completed values at the time of loss.
- (c) Automobile Liability on all owned or leased vehicles in an amount not less than \_\_\_\_\_
- (d) Aircraft and/or Watercraft Liability, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than \_\_\_\_\_ per occurrence and including aircraft passenger hazard liability.
- (e) Contractors Pollution Liability Insurance, when applicable, the Contractor (or Contractor's Subcontractors) will be required to provide, maintain and pay for:

Contractor's Pollution Liability, where the Contractor's performance (or Contractor's Subcontractors performance) of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal. This insurance must have a limit of liability not less than \_\_\_\_\_ inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof. The Owner must be included as an additional insured for its vicarious liability. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Owner and shall not affect the Owner's ability to bring suit against the Contractor as a third party.

Any insurance required under this section (e) must be endorsed to provide the Owner with 30 days advance written notice of cancellation. If any such insurance is provided on a claims-made basis and that insurance is cancelled or not renewed, such policy must provide a \_\_\_\_\_ extended reporting period. The Contractor must cause all Subcontractors to provide to the Owner a Certificate of Insurance confirming all policies and endorsements necessary to comply with the insurance requirements outlined herein, or upon request, provide a certified copy of the required insurance policy.

(f) Professional Liability Insurance

The architect engaged for the Renovation Services shall provide and maintain continuously from the commencement of the Work, until \_\_\_\_\_ after Substantial Performance of the Work, the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Owner:

- 1) Professional Errors and Omissions Liability Insurance protecting the Design-Builder or the Design-Builder's Consultant, Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the Design Services under this Agreement. Such insurance shall be for the adequate amount acceptable to the Owner and shall in any event be not less than:
  - a. For construction valued at \$0.00 to \$2.5 million: \_\_\_\_\_ per occurrence;
  - b. For construction valued over \$2.5 million to \$7.5 million: \_\_\_\_\_ per occurrence;
  - c. For construction valued over \$7.5 million to \$15.0 million: \_\_\_\_\_ per occurrence;
  - d. For construction valued over \$15.0 million to \$30.0 million: \_\_\_\_\_ per occurrence; and
  - e. For construction valued over \$30.0 million to \$75.0 million: \_\_\_\_\_ per occurrence.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \_\_\_\_\_ Errors and Omissions Insurance despite the value of their scope of work.

If coverage is provided by the Design-Builder's Architect, then such Professional Errors and Omissions Liability Insurance shall not contain a "Design-Build" exclusion".

2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Owner.
3. The Contractor shall provide the Owner with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in the form of the Owner's Certificate of Insurance (copy attached – Appendix 1). When requested by the Owner, the Contractor shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the Owner with thirty (30) days advance written notice of cancellation or material change.
5. The Contractor hereby waives all rights of recourse against the Owner with regard to damage to the Contractor's property.
6. The Contractor shall require and ensure that each Subcontractor maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.