

CCDC 5B

Construction Management Contract – for Services and Construction

2010

[Name of the Project]

Malahat Nation Multi-Purpose Centre

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**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
– FOR SERVICES AND CONSTRUCTION**

This agreement made on the 15 day of November in the year 2017
by and between

Malahat First Nation

hereinafter called the “Owner”
and

Built Contracting Ltd.

hereinafter called the “Construction Manager”

The Owner and Construction Manager agree as follows:

ARTICLE A-1 THE SERVICES AND THE WORK

The Construction Manager shall

- 1.1 perform the Services and the Work for

[Name of the Project]

Malahat Nation Multi-Purpose Centre

insert above the title of the Project

located at

5 Kwynew Kwasun Way B.C.

insert above the Place of the Work

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

Scott M. Kemp Architect

insert above the name of the Consultant

is acting as and is hereinafter called the “Consultant”, and

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Services and the Work by the 31 day of November in the year 2017 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The Construction Manager’s obligation to provide Services shall end no later than one year after the date of Substantial Performance of the Work.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Project.
- 2.2 This Contract may be amended only as provided in the Contract Documents.

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ARTICLE A-3 DESCRIPTION OF THE PROJECT

- 3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*, and any other information which further generally describes the nature of the *Project* and the *Work*:

To Construct a new 10,000 sqft Multi-Purpose building which consists of a Health Care Centre, Daycare Centre and Recreation Centre. This building is located at 5 Kwunew Kwasun Way B.C.

ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – STIPULATED PRICE OPTION
- the Definitions
- the General Conditions
- the *Construction Documents*

*

- "Issued for Review" Drawings, coversheet dated Nov 12, 2017
Refer to drawings A101, A201, A203, A204, A205, A206, A207, A208,
A301, A302, A401, A402, A601

- "Issued for Tender" Specifications, coversheet dated Oct 31, 2017
Refer to specifications 272 pages

*(Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

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