

The University of British Columbia Land and Building Services		External Consultants & General Contractors Contracts	
Work Procedure		I-D-05	
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		Replaces: New	

1. Application

These procedures are to be used when engaging External Consultants (architectural or engineering firms) or General Contractors on UBC Land & Building Services managed projects, and processing invoices on such contracts.

2. References

I-D-15	Project Estimates (Work Requests Greater Than \$1,000)
I-D-18	Minor Capital & Capital Maintenance Projects
I-D-20	Submissions for Contracting Out
I-D-23	Departmental Funded Projects

3. Definitions

Refer to document I-D-04, Projects – Definitions.

4. Procedures

A. CONSULTANTS

I. Engaging a Consultant

1. When the need for a Consultant on a Project is established, either by the Project Manager (Prime Consultant*) or the Project Architect (sub-consultants contracting with the Design Office), the selection process shall be as follows:
 - a) Architects:
 - i) If the contract value is expected to be greater than \$25,000, is retained through UBC Supply Management through invitation with the list of firms set by the University Architect/Landscape Architect (refer to [Clause A.I.4.](#));
 - ii) If the contract value is expected to be less than or equal to \$25,000, is assigned by the University Architect/Landscape Architect from the L&BS Pre-Qualified Architect List, or if the contract value is expected to be less than or equal to \$10,000 and the proposed Architect is not on the L&BS Pre-Qualified Architect List, refer to [Clause A.I.5.](#)
 - iii) If the contract value is expected to be \$10,001 to \$25,000 and the proposed Architect assigned by the University Architect/Landscape Architect is not on the L&BS Pre-Qualified Architect List, refer to [Clause A.I.6.](#)

- b) Engineers, other consultants:
- i) If the contract value is expected to be greater than \$25,000, is retained through UBC Supply Management through invitation with the list of firms set by the Project Manager or Project Architect and endorsed by the Associate Director-Project Services (refer to [Clause A.I.4.](#));
 - ii) If the contract value is expected to be less than or equal to \$25,000 and the proposed Consultant is on the L&BS Pre-Qualified Consultant List, or if the contract value is expected to be less than or equal to \$10,000 and the proposed Consultant is not on the L&BS Pre-Qualified Consultant List, refer to [Clause A.I.5.](#)
 - iii) If the contract value is expected to be \$10,001 to \$25,000 and the proposed Consultant is not on the L&BS Pre-Qualified Consultant List, refer to [Clause A.I.6.](#)
- * **On projects generally less than \$250,000 total value, the Design Office shall have first right of refusal on the design work, providing it can deliver the design within the time frame and budget set.**
2. On stand-alone Prime Consultant Agreements (where the Consultant is the Design Leader), the Project Manager has the option to either retain and manage the Consultant directly, or through the Design Office (Project Architect, assigned by the Design Manager, manages the design process) for a nominal fee.
 3. On Sub-consultant Agreements with the Design Office (where the Project Architect is the Design Leader requiring engineering or other consultant design), the Project Architect retains and manages the Consultant.
 4. If a consultant is to be assigned as Design Leader and the Consultant Agreement is expected to exceed \$25,000 in value, it must go through UBC Supply Management and may be competitively bid:
 - a) The Project Manager (or Project Architect) shall prepare a Tender/Proposal Call Request form (*Tender-Proposal Call Request - <rev. date>.doc*, attached as [Schedule A](#)), attach a Terms of Reference (description of project and services required, terms and conditions), list of recommended firms (obtained from the University Architect for architects, or pre-approved by the Associate Director-Project Services for engineers), selection criteria and any other relevant documentation, and forward the package to the UBC Purchasing Officer to prepare and conduct a Request for Proposal (Project Manager or Project Architect to receive copy of Request for Proposal for review prior to proposal call);
 - b) The consultant firms shall submit to the UBC Purchasing Officer a proposal for services outlining:
 - Scope of services to be provided
 - Preliminary timetable and budget
 - Confirmation that all services will be performed in accordance with the AIBC or APEGBC guidelines for engagement and provision of professional services; architects to reference the terms and conditions of the "Canadian Standard Form of Agreement Between Client and Architect" (CCAC Document 6)
 - List of proposed sub-consultants
 - Lump sum fee proposal, and allowance for reimbursable expenses
 - Hourly fee schedule for additional services, if required

- The firms' insurance coverage (min. \$500,000 professional liability)
- c) Upon receipt back of fee proposals, the UBC Purchasing Officer shall prepare a summary of proposals received and arrange for delivery of the summary and proposals to the Project Manager (and/or Project Architect) for evaluation.
- d) The Project Manager (and/or Project Architect) shall review all proposals based on pre-set criteria (with the assistance of the Design Manager, University Architect and/or Associate Director-Project Services as necessary), and determine which proposal best fits the project's and the University's requirements.
- e) If the selected proposal's fees fit within the professional services budget (also taking into account the Design Office fee for managing the design process, if that option is selected), the Project Manager shall commence the contract process. On Design Office-managed outsourced designs, the Project Architect shall obtain sign-off on the proposal by the Design Manager and Project Manager and commence the contract process.
- f) Contract Process:
 - i) The Project Manager (or Project Architect) shall:
 - a) Enter the fee amount in the FME "C1000 Consultants" Work Request Estimate window (via the bottom "More" button) for the Phase the Project Contract is to be charged;
 - b) Create a Project Contract in FME, including the following field entries:
 - Contractor and Address Code (both can be accessed by Zoom function, then Select)
 - Status (05-OPEN)
 - Contract No (auto-generated by FME)
 - Contract Type (CONSULTING)
 - Select the "Negotiated" radio button
 - Desc (describe work, i.e. "Architect Services for USB Room 1100 Renovation")
 - Award Amt (total amount of basic fees and disbursements as per the fee proposal, including 7% GST)
 - Budget (total amount budgeted, including 7% GST)
 - Request Date, Start Date, End Date (select using Zoom function or type in MM/DD/YYYY format)
 - Load WR/Phases (accessed by Zoom function, then Select):
 - set Cnt Line 1 to the C1000 Consultant Work Request and Phase the Project Contract is to be charged, Schedule Amt = amount of basic fees;
 - set Cnt Line 2 to the C1000 Consultant Work Request and Phase the Project Contract disbursements are to be charged, Schedule Amt = disbursement allowance; and
 - set Cnt Line 3 to the C1200 Project Management Work Request and Phase 001 – Applicable Taxes, Schedule Amt = 7% GST on fees and disbursement allowance
 - Project Manager, Architect (accessed via "More" button, select using Zoom function)

- Distribution (same entries as Work Request Distribution, with Amount = Budget) and hit “Save”, then “Update”, set the Status to 20-AWARDED and hit “Save” again;
- c] Complete the fill-in fields in the “Letter of Agreement” form (*Letter of Agreement - <rev. date>.doc*, attached as [Schedule C](#)) based on the Terms of Reference and the Consultant’s fee proposal, using the FME Contract Number as the LOA#, and e-mail the draft to the Associate Director-Project Services; forward a copy of the Consultant’s fee proposal to the Associate Director-Project Services via the Projects Data Clerk.
- ii) The Associate Director-Project Services shall review the draft Letter of Agreement and Consultant’s fee proposal and, if found all to be in order, shall forward the endorsed Consultant’s fee proposal and (via e-mail) the draft Letter of Agreement to the LBS Purchasing Clerk. On contracts \$250,000 or less, shall set the Status to 30-PROCEED on the FME Project Contract.
- iii) The LBS Purchasing Clerk shall review the draft Letter of Agreement for accuracy and e-mail it, along with a faxed copy of the Consultant’s fee proposal (if proposal call not conducted by UBC Supply Management), to the UBC Purchasing Officer, who shall:
 - a] Confirm necessary electronic approvals of the Project Contract in FME are in place;
 - b] Finalize and obtain necessary sign-offs on the Letter of Agreement from the Consultant and UBC Supply Management and fax a copy to the Project Contract initiator (Project Manager or Project Architect) and the LBS Purchasing Clerk; and
 - c] Return the executed Letter of Agreement to the Consultant; and
 - d] If the Project Contract is greater than \$250,000, set the Status to 30-PROCEED

The Consultant thus becomes the “Design Leader”.

5. If a consultant is required and the Consultant Agreement is expected to be \$25,000 or less in value (if \$10-25,000, must be on the L&BS Pre-Qualified Consultant List, otherwise refer to [Clause A.I.6](#)):
 - a) The Project Manager (or Project Architect) shall complete Part 1 of the “Request for Consultant Services” form (*Request for Consultant Services - <rev. date>.doc*, attached as [Schedule B](#)) and fax it, along with a Terms of Reference (description of project and services required, terms and conditions), any floor plan mark-ups or other pertinent information to the Consultant. If necessary, a site meeting will be held to ascertain the scope and other site conditions.
 - b) The Consultant shall prepare a proposal for services, as outlined in [Clause A.I.4 b](#)), fill-out Part 2 of the “Request for Consultant Services” form and fax both back to the Project Manager (or Project Architect).
 - c) If the proposal is acceptable and fees fit within the professional services budget (also taking into account the Design Office fee for managing the design process, if that option is selected), the Project Manager (or Project Architect) shall commence the contract process.
 - d) Contract Process:
 - i) The Project Manager (or Project Architect) shall:

- a] Enter the fee amount in the FME “C1000 Consultants” Work Request Estimate window (via the bottom “More” button) for the Phase the Project Contract is to be charged;
 - b] Create a Project Contract in FME (refer to [Clause A.I.4. f\) i\) b\]](#) above)
 - c] Complete Part 3 of the “Request for Consultant Services” form and forward it to the Associate Director-Project Services via the Projects Data Clerk along with a copy of the Consultant’s fee proposal.
- ii) The Associate Director-Project Services shall review the Request for Consultant Services and Consultant’s fee proposal and, if found all to be in order, shall forward the documents to the LBS Purchasing Clerk and set the Status to 30-PROCEED on the FME Project Contract.
 - iii) The LBS Purchasing Clerk shall:
 - a] Confirm all necessary electronic approvals of the Project Contract in FME are in place;
 - b] Fax the executed “Request for Consultant Services” form to the Consultant; and
 - c] File the executed “Request for Consultant Services” form and Consultant’s fee proposal.

The Consultant thus becomes the “Design Leader”.

6. If a consultant is required and the Consultant Agreement is expected to be \$10-25,000 in value but the proposed Consultant is not on the L&BS Pre-Qualified Consultant List, the Project Manager (or Project Architect) shall follow [Clauses A.I.5. a\) through c\)](#) above, then the Contract Process described in [Clause A.I.4.f\)](#) above.
7. The Project Manager shall oversee the work of the Consultant during the entire Project (“fully outsourced design”), including receiving, reviewing and processing all documentation, invoices, amendments, etc. If the Design Office has been retained to manage the Consultant (“in-house-managed design”), the Project Architect shall take on those responsibilities.

II. Processing Consultant Invoices

1. Consultant invoices are to be addressed to the Contract Administrator (Project Architect or Project Manager) and issued at monthly intervals. Invoices are to be on Consultant’s letterhead and contain at a minimum:
 - a) Date of invoice and invoice number
 - b) Project name and number
 - c) Contract number
 - d) Name of the Contract Administrator
 - e) Basic fee billing (fees billed to date, less previous bills, net this billing)
 - f) Approved additional services billing (as pre-approved by the contract holder via Fee Amendment)
 - g) Reimbursable expenses billing, complete with itemized back-up sheet and copies of receipts
 - h) GST

2. The LBS Receptionist receives all mail, and shall open the envelope, date stamp the invoice and forward the invoice to the LBS Finance Project Contract Clerk.
3. The LBS Finance Project Contract Clerk shall apply the Invoice Stamp to the invoice and direct the invoice to the Contract Administrator.
4. The Contract Administrator shall review the invoice for accuracy and against the Project Contract and any Fee Amendments, contact the Consultant to correct any discrepancies if necessary (requires either re-submission of invoice or fax confirmation of adjustment from the Consultant), fill-in necessary data on the Invoice Stamp:
 - a) Project number
 - b) C1000 Consultant Work Request and Phase the Project Contract is charged (basic fees);
 - c) C1000 Consultant Work Request and Phase the Project Contract disbursements are charged (reimbursable expenses);
 - d) C1000 Consultant Work Request and Phase any pre-approved Additional Services are to be charged; and
 - e) C1200 Project Management Work Request and Phase 001 where the GST is charged.
 - f) Approving signature and date.

and return to the authorized invoice to the LBS Finance Project Contract Clerk for entry against the FME Project Contract and payment.

B. GENERAL CONTRACTORS

I. Engaging Contractors

1. If the Construction Contract is expected to exceed \$10,000 in value, it must be competitively bid through UBC Supply Management:
 - a) Once the Project has been approved for contracting out, and construction documents 90% completed, the Project Manager shall discuss with a UBC Purchasing Officer the impending need to tender the Work, and in particular:
 - i) the most appropriate tendering format to be used (select tender for construction work less than or equal to \$250,000 in value, public tender (UBC Bid) for construction work greater than \$250,000 in value);
 - ii) the form of tender/contract to be used (Short Form Request for Tender for construction work less than or equal to \$50,000 in value, Request for Tender/CCDC-2 for construction work greater than \$50,000 in value);
 - iii) essential terms and conditions which need to be included in the tender documents;
 - iv) clarification of the responsibilities and roles of all parties during and after the tendering process;
 - v) the date of the Tender Briefing Meeting;
 - vi) the desired closing date for the tender; and
 - vii) the Request for Tender (RFT) number issued by UBC Supply Management.

- b) Once the above has been established and the construction documents (drawings, specifications) completed and signed-off by the Project Manager, the Project Manager shall prepare the “Tender Request” package, consisting of:

i) Bid List

If the Project value is:

- a) Less than \$250,000, the Project Manager (with the assistance of the Design Leader) shall develop an invitation list for select tendering the Work to a minimum of four (4) bidders.
- b) Greater than or equal to \$250,000, the Project Manager shall supply the UBC Purchasing Officer with the necessary language to enable the placement of an advertisement on UBC Bid, publicly calling for tenders using the standard UBC format, along with a list of any bidders recommended to be invited.

ii) Drawings and Specifications

The Design Leader shall deliver to the Project Manager:

- a) “Issued for Tender” construction drawings, both in hard copy (sufficient sets for the purposes of obtaining bids plus two sets for the Project Manager) and electronically in an AutoCAD 14.0 or older format (either on CD-ROM or diskette); and
- b) “Issued for Tender” construction specifications, both in hard copy (two sets for the Project Manager) and electronically in a Microsoft Word 2000 or older format (either on CD-ROM or diskette, or via e-mail).

iii) Tender Call Documents

The Project Manager shall complete a draft electronic (Microsoft Word 2000 or older) version of the standard UBC Supply Management Request for Tender documents (available in the S:\Projects\Operating Manual\Section P (Contract Forms) folder) as such:

- a) for construction contracts less than or equal to \$50,000, a Request for Tender - Short Form package:
- title page
 - receipt confirmation form
 - instructions to tenderers
 - tender form
 - general conditions
 - work contract conditions
 - construction specifications (from [Clause B.I.1.b ii\) b\]](#) above), **or**
- b) for construction contracts greater than \$50,000, a Request for Tender - Long Form package :
- title page
 - receipt confirmation form
 - instructions to tenderers
 - tender form
 - supplementary conditions
 - construction specifications (from [Clause B.I.1.b ii\) b\]](#) above)

The Project Manager may elect to have the Design Leader (Project Architect or Consultant) prepare the draft Request for Tender documents and submit one hard copy plus CD-ROM/diskette (or via e-mail) to the Project Manager for review/adjustment.

iv) Transmittal/Other Documents

The Project Manager shall complete a Tender/Proposal Call Request form (*Tender-Proposal Call Request - <rev. date>.doc*), attached as [Schedule A](#)), bundle with it a copy of the Bid List, bid sets of Issued for Tender drawings and a copy of approved Contracting Out Request, and arrange for delivery to the UBC Purchasing Officer. At the same time, the Project Manager shall e-mail the Tender Call Documents listed in [Clause B.I.1.b\) iii\)](#) above to the UBC Purchasing Officer.

- c) The UBC Purchasing Officer shall
 - i) E-mail a copy of the final Request for Tender package to the Project Manager;
 - ii) Place the necessary advertisements (if required) requesting tenders; and
 - iii) Issue tender document sets to potential bidders.
- d) The Project Manager shall hold a Tender Briefing Meeting on site at least ten (10) days prior to tender opening with the Design Team and all bidders in mandatory attendance, and with an intent for all bidders to examine the site and have any pertinent questions about the Project answered and any clarifications made. On smaller or less complex projects, the Project Manager may opt not to hold the Tender Briefing Meeting.
- e) The Design Leader may, after the Tender Briefing Meeting or at any time up to five (5) working days prior the tender opening, prepare addenda to clarify or correct the plans. All addenda are to be sent to the Project Manager to review and forward to the UBC Purchasing Officer, who shall issue to the bidders. Such practice shall be kept to a minimum, and shall be done so in a manner not to unduly delay the tendering process. If an addendum must be issued within five (5) working days prior to tender opening, consideration will be made towards extending the tender opening date. The Project Manager shall contact the UBC Purchasing Officer to re-book the venue for tender opening accordingly and advise all affected parties.
- f) All tenders shall be received at UBC Supply Management offices. Sealed envelopes containing bid information and bid bond are date and time stamped upon receipt. Tenders received after the designated deadline are not to be accepted and left unopened.
- g) The Project Manager shall attend the formal Bid Opening. The UBC Purchasing Officer shall open, review, announce and record the results of the bid opening. Bids with irregularities (qualified bids, bids missing bid bond or insurance certificate, etc.) may be disqualified.
- h) After the bid opening, the UBC Purchasing Officer shall send over to the Project Manager the bid results and any other pertinent supporting information (bid forms, bonds, insurance forms, etc.). The Project Manager, with the assistance of the Design Leader, shall evaluate the bids and conduct reference checks (if necessary on public tenders).
- i) Upon selection of the preferred bidder, the Project Manager shall also prepare a Class "A" Cost Estimate (Pre-Construction Check) to confirm total estimated costs adhere to the approved Project Budget. The estimate shall be prepared in accordance with **Work Procedure I-D-15, Project Estimates, Section B-3, Clause d) - Pre-Construction Project Estimate**.
- j) If the Class "A" Cost Estimate is within the Project Budget, the Project Manager shall:
 - i) Forward the Class "A" Cost Estimate package to the Projects Data Clerk to:

- a] Update the Budget field in the FME “C2000 External Construction” Planned Work Request;
 - b] Update the Budget field and Customer Expectation Notes in the FME Project Definitions and promote the “C2000 External Construction” Planned Work Request, with account distributions set;
 - c] Update the Projects Office Assignment/Status Report;
 - d] Make two (2) copies of the Class “A” Cost Estimate package and return original to Project Manager, one for file and the other to the Resource Planner and Scheduler; and
 - e] Advise the Project Manager when finished; and
- ii) E-mail a request to the UBC Purchasing Officer to issue a Letter of Intent (templates attached as [Schedule D](#)), citing the RFT number and award status.
- k) The UBC Purchasing Officer shall prepare and sign the Letter of Intent and send via fax to the Contractor for signature. The Letter of Intent serves to initiate construction while the actual contract documents are circulated and signed. The UBC Purchasing Officer shall advise the Project Manager via e-mail once the signed Letter of Intent is received back from the Contractor.
- l) The UBC Purchasing Officer shall compile and circulate contract documents for endorsement by the Contractor and, once fully executed, submit one set to the Project Manager, who shall have the Projects Office Clerk make two copies (one for the Project Manager and one for the Design Leader) and file the originals with the LBS Purchasing Clerk.
- m) The Project Manager shall:
- a] Enter the bid amount in the FME “C2000 External Construction” Work Request Estimate window (via the bottom “More” button) for the Phase the Project Contract is to be charged;
 - b] Create a Project Contract in FME, including the following field entries:
 - Contractor and Address Code (both can be accessed by Zoom function, then Select)
 - Status (05-OPEN)
 - Contract No (auto-generated by FME)
 - Contract Type (CONSTRUCTION)
 - Select the “Bid” radio button
 - Desc (describe work, i.e. “General Construction - USB Room 1100 Renovation”)
 - Award Amt (total amount of bid, including 7% GST)
 - Budget (total amount budgeted, including 7% GST)
 - % Retainage (10% Builder’s Lien holdback)
 - Request Date, Start Date, End Date (select using Zoom function or type in MM/DD/YYYY format)
 - Load WR/Phases (accessed by Zoom function, then Select):
 - set Cnt Line 1 to the C2000 External Construction and Phase the Project Contract is to be charged, Schedule Amt = bid amount;
 - set Cnt Line 2 to the C1200 Project Management Work Request and Phase 001 – Applicable Taxes, Schedule Amt = 7% GST on the bid amount
 - Project Manager (accessed via “More” button, select using Zoom function)

- Bids (list of bidders and bids tendered)
 - Distribution (same entries as Work Request Distribution, with Amount = Budget) and hit “Save”, then “Update”, set the Status to 20-AWARDED and hit “Save” again.
- c] Advise the Associate Director-Project Services or, if the Project Contract is greater than \$250,000, the UBC Supply Management Purchasing Officer to set the Status to 30-PROCEED.
- n) The Associate Director-Project Services (on projects \$250,000 and under) or the UBC Purchasing Officer (on projects greater than \$250,000), once satisfied that all information is in place and correct, shall change the Project Contract status to “30-PROCEED”, thus enabling charges to be entered. The Project Manager shall notify the Design Leader and the Projects Data Clerk, who shall update the Projects Office Assignment/Status Report.
- o) If the Construction Contract is expected to be less than \$10,000 in value, the Project Manager shall:
- i) Enter the bid amount in the FME “C2000 External Construction” Work Request Estimate window (via the bottom “More” button) for the Phase the Purchase Order is to be charged;
 - ii) \$0 - \$2,500 contracts – no verbal or written quote required, enter a Purchase Order in FME and set Status to 30-APPROVED;
 - iii) \$2,501 - \$10,000 contracts – minimum one written quote required, enter Purchase Order in FME, set Status to 30-APPROVED, stamp copy of quote with Purchase Order Number and forward to LBS Purchasing Clerk.

Note: if multiple invoices or change orders are anticipated, the Purchase Order shall be replaced with a Project Contract as described in [Clause B.I.2. m\) b\]](#).

II. Processing Construction Invoices

1. For the purposes of this section, the “Contract Administrator” shall be the individual identified in the contract with the Contractor to whom invoices are to be directed:
 - a) on CCDC-2 contracts, the Contract Administrator is the individual responsible for issuing the certificate of payment: either the Consultant or, on in-house design projects, the Project Architect.
 - b) on non CCDC-2 contracts (less than \$50,000, using the Short Form Tender and Contract), the Contract Administrator is either the Project Manager or Project Coordinator (trade contracts on in-house constructed projects).
2. The Contractor shall submit to the Contract Administrator, within fourteen (14) days following Contract award, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
3. Contractor progress claims are to be addressed to the Contract Administrator and issued at the last day of the agreed monthly periods set out in the contract. Progress claims are to be on Contractor’s letterhead and contain at a minimum:
 - a) Application for payment containing:
 - i) Date of progress claim and progress claim number
 - ii) Project name and number

- iii) Contract number
 - iv) Name of the Contract Administrator
 - v) Total value of work completed to date, less 10% Builders Lien holdback retainage, less previous progress claims, net this progress claim)
 - vi) GST;
- b) Detailed statement, based on the schedule of values ([Clause 2.II.2.](#) above), progress against those values and any approved change orders;
 - c) Sworn statutory declaration, in form CCDC 9A - 94, (after first progress claim) stating that all accounts and any other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *University* might in any way be held responsible have been paid in full up to the date of the *Contractor's* preceding payment; and
 - d) A letter from the Worker's Compensation Board confirming that all assessments in respect of the *Work* have been paid to date.
4. The Contract Administrator shall:
- a) review the progress claim for accuracy and against the Contract and any Change Orders,
 - b) contact the Contractor in writing promptly if there are any amendments to the progress claim, giving reasons, and
 - c) no later than ten (10) days after the receipt of the progress claim from the Contractor, issue to the Project Manager a certificate of payment (with a copy of the complete progress claim attached) in the amount as the Consultant determines to be properly due.
5. The LBS Receptionist receives all mail, and shall open the envelope, date stamp the certificate of payment and forward the certificate of payment to the LBS Finance Project Contract Clerk.
6. The LBS Finance Project Contract Clerk shall apply the Invoice Stamp to the certificate of payment and direct the certificate of payment to the Project Manager.
7. The Project Manager shall review the certificate of payment for accuracy and against the Project Contract and any Change Orders, contact the Consultant to correct any discrepancies if necessary (requires re-submission of certificate of payment from the Consultant), fill-in necessary data on the Invoice Stamp:
- a) Project number
 - b) C2000 External Construction and Phase the Project Contract is charged;
 - c) C1200 Project Management Work Request and Phase 001 where the GST is charged.
 - d) Approving signature and date.

and return the authorized certificate of payment to the LBS Finance Project Contract Clerk for entry against the FME Project Contract and payment no later than 10 days after the date of a certificate of payment issued by the Contract Administrator.

8. Substantial Performance of the Work

- a) Prior to any application for Substantial Performance of the Work, the Contractor shall have submitted to the Contract Administrator the following items as may be required by the contract documents:

- i) Letters of Assurance for Professional Design and Review from those Professionals engaged by the Contractor under the provisions of the contract, including applicable sealed shop drawings.
 - ii) All required manufacturer's inspections, certifications, guarantees, and warranties as specified in the contract documents.
 - iii) All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the contract documents.
 - iv) Certificates issued by all permit issuing authorities indicating approval of all installations requiring permits.
 - v) Certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as specified in the contract documents.
 - vi) All required record drawings and as-installed documents in the form specified in the contract documents.
 - vii) Certificates issued by Workers Compensation Board confirming that the Contractor has paid all assessments.
 - viii) A statement indicating reconciliation of all change orders and any and all claims arising out of the Contract which the Contractor has or intends to make.
 - ix) A statement that the Contractor shall not make any further claims whatsoever against the University or the Consultant arising out of the contract and, without limiting the generality of the foregoing, including any further claims for Change Orders, Change Directives, extra work, delay to the work, impact on the work, compression of work and acceleration of work, howsoever arising.
- b) When the Contractor considers the Work to be substantially performed, the Contractor shall prepare and submit to the Contract Administrator:
- i) a comprehensive list of items to be completed or corrected, complete with a proposed schedule of values for each item to be completed or corrected and a schedule of proposed dates for completion of each item
 - ii) a written application for a review by the Contract Administrator to establish Substantial Performance of the Work
- c) The Contract Administrator shall:
- i) no later than ten (10) days after the receipt of the Contractor's list and application, review the Work to verify the validity of the application, based on the following criteria:
 - a) the work to be done under the Contract is capable of completion or correction at a cost of not more than the amount calculated in accordance with Section 1(2) of the Builders Lien Act:
 - 3% of the first \$500,000 of the contract price
 - 2% of the next \$500,000 of the contract price
 - 1% of the balance of the contract price, and
 - b) the Work is ready for use/occupancy or is being used for the purpose intended;
 - ii) in addition to the lien holdback, establish a deficiency holdback for defective or incomplete work, which shall be calculated as twice the estimated cost to rectify defective work and finish incomplete work using the services of another contractor or the University's own forces.

- iii) no later than seven (7) days after completing the review, notify the Contractor the Work or the designated portion of the Work is substantially performed.
 - iv) immediately following the issuance of the certificate of Substantial Performance of the Work, in consultation with the Project Manager and the Contractor, establish a reasonable date for finishing the Work.
- d) The parties shall process (as per [Clauses B.II.3. - 7.](#) above) a certificate for payment associated with the certificate of Substantial Performance of the Work (which includes the amount of deficiency holdback).

Note: no part of the deficiency holdback shall become payable until all of the defective work is corrected and all of the Work is complete. If the defective or incomplete work is not corrected or completed within a reasonable time as determined by the Contract Administrator, then all or a portion as assessed by the Contract Administrator of the deficiency holdback will be retained by the Project Manager to be applied against the loss and damage suffered by the University to correct or complete the Work.

- e) After the issuance of the certificate of Substantial Performance of the Work:
- i) the Contractor shall issue to the Contract Administrator:
 - a] an application for payment of the Builder's Lien holdback amount, dated the last day of the statutory holdback period;
 - b] a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the University might in any way be held responsible have been paid in full, except for amounts retained as holdback or as an identified amount in dispute;
 - c] a sworn statutory declaration, in form CCDC 9A - 94, and the originally signed sworn statutory declarations of the subcontractors, in form CCDC 9C - 94, stating that all accounts have been paid.
 - ii) The Contract Administrator shall, after receipt of an application for payment, sworn statement and statutory declaration from the Contractor, issue to the Project Manager a certificate for payment of the holdback amount, dated the last day of the statutory holdback period.
 - iii) The Project Manager shall approve (as per [Clause B.II.7.](#) above) and send a copy of the certificate for payment package to the LBS Finance Project Contract Clerk.
- f) The Builder's Lien holdback expires at the end of 55 days after the certificate of Substantial Performance of the Work has been issued, and the holdback amount is due and payable the following day. Prior to any release of the holdback amount:
- i) the Contractor shall obtain and deliver to the Contract Administrator a complete discharge of any claims of builder's lien arising out of the Contract and certification from all Subcontractors and suppliers that they have been paid for any claims arising from the contract;
 - ii) the Contract Administrator shall arrange for a land title search at the end of 55 days to ensure no claims of builder's lien have been made on the property and fax such to the Project Manager that date.

- g) If the land title is clear of any liens, the Project Manager shall:
 - i) In the FME Project Contracts screen, check the “Release Retainage” box for each Cnt Line and press “Save”; and
 - ii) Advise the LBS Finance Project Contract Clerk. via e-mail to issue the check to the Contractor.

9. Final Completion

- a) When the Contractor considers the Work to be substantially performed, the Contractor shall prepare and submit to the Contract Administrator an application for final payment, including a letter from the Worker's Compensation Board confirming that all assessments in respect of the Work have been paid to date.
- b) The Contract Administrator shall:
 - i) no later than ten (10) days after the receipt of the application for final payment from the Contractor, review the Work to verify the validity of the application;
 - ii) no later than seven (7) days after completing the review, notify the Contractor that the application is valid or give reasons why it is not valid;
 - iii) when the application for final payment is found to be valid, issue a final certificate for payment, including release of deficiency holdback.
- c) The Project Manager shall approve (as per [Clause B.II.7.](#) above) the final certificate for payment package.

5. Schedules

- A. [Tender/Proposal Call Request Form](#)
- B. [Request for Consultant Services Form](#)
- C. [Letter of Agreement Template](#)
- D. [Letter of Intent Templates](#)

SCHEDULE A



UBC Plant Operations
LBS Projects Services
 2329 West Mall
 Vancouver, BC Canada V6T 1Z4
 Tel: (604) 822-2172 Fax: (604) 822-6969

TENDER/PROPOSAL CALL REQUEST

Contractor Tender Call Consultant Proposal Call

To:		From:	
Department/Company: UBC Supply Management		Department/Division: LBS Project Services	
Tel:	Fax:	Tel:	Fax:
Delivered By: <input type="checkbox"/> Hand <input type="checkbox"/> Inter-office Mail <input type="checkbox"/> Courier		Date:	RFT No.:

PROJECT INFORMATION :

Building Name:	Project Manager:	Tel	Fax
Project Name:	Project Architect (Design Office):	Tel	Fax
Project Number:	Estimated Construction Value: \$	Prime Consultant:	
Proposed Tender Briefing Date:	Required Tender Closing Date:	Attention:	Tel Fax

Special Instructions:

Request for Tender documents (incl. specifications) e-mailed to UBC Purchasing Officer

DOCUMENTS ENCLOSED :

	Document	Title	No. of Copies	Rev. No.	Dated
<input type="checkbox"/>	Bid/Proposal Invitation List				
<input type="checkbox"/>	Terms of Reference (Consultants)				
<input type="checkbox"/>	Issued for Tender Drawing Sets				
<input type="checkbox"/>	Approved Contracting Out Request				

Copies to:
 Project Manager Design Manager Design Leader Other: Other:

SCHEDULE B



UBC Plant Operations
 LBS Projects Services
 2329 West Mall
 Vancouver, BC Canada V6T 1Z4
 Tel: (604) 822-2172 Fax: (604) 822-6969

**REQUEST FOR
CONSULTANT SERVICES**

To:		From:	
Company:		Section:	
Tel:	Fax:	Tel:	Fax:
Building Name:		Project No.:	Consultant W/R No.:
Project Name:		Delivered By: Fax	Date:

PART 1 - REQUEST FOR SERVICES (PREPARED BY REQUESTOR)

Brief Scope of Project: *(refer also to attachments for details)*

Approx. Construction Value: \$ _____

Schedule Deadlines: Design 100% Complete: _____ Construction Complete: _____

Services Required:

Professional Consultant Services: **Design** *(including schematic design, design development, working drawings and specifications)* **Construction** *(including necessary field reviews, submittals and change order processing)*

Other (list): _____

Specific Disciplines: **Structural** **Mechanical** **Building Envelope** _____
 Electrical **Code Consulting** **Acoustical** _____

Terms and conditions as per: Standing Purchase Order # _____ dated: _____
 Attached Terms of Reference _____ dated: _____

Requested by:	Signature	Name	Position	Section	Date
				Projects Office	

PART 2 - FEE PROPOSAL (PREPARED BY CONSULTANT AND FAXED BACK TO REQUESTER ALONG WITH BACK-UP)

We offer to provide the professional consultant services requested, meeting the prescribed design deadline, for a total upset fee of \$ _____ apportioned as follows:

Design Services: \$ _____
 Construction Services: \$ _____
 Other Services: \$ _____

Offered by:	Signature	Name	Position	Firm	Date

PART 3 - FEE PROPOSAL ACCEPTANCE (BY REQUESTER)

Accepted by:	Signature	Name	Position	Firm	Date

Copies to:

Project Manager Project Architect Design Manager Other: _____ Other: _____

SCHEDULE C

LETTER OF AGREEMENT LOA # [project contract number]

[date]

[firm's name]
[address]
[city, province]
[postal code]

Re: [name of project, type of consulting services required]

Dear [name of firm's contact]:

We are pleased to advise you that The University of British Columbia (UBC) is prepared to offer you the following contract for your services in connection with the [name of project] project, as described in the Request for Proposal and your Proposal dated [date of proposal], which forms part of this contract.

1. **Term:** Your services will be required from [date] to [date], on a non-exclusive basis.
2. **Services:** You shall perform all of the services described in Request for Proposal and your proposal including:

[itemized list of services, in numbered format]

in an efficient, competent, timely and professional manner to the full satisfaction of The University of British Columbia. The University of British Columbia reserves the right to amend or vary these services upon notice in writing to you, or, as may be agreed between us from time to time. In the event that the volume of work increases as objectively determined by reference to hourly or daily rates, you shall advise us in writing, prior to commencing the new services, and we shall expressly approve of such increases in fees, in writing, or, none will be payable.

3. **Reporting:** You shall report to [name of project manager or project architect, title], **Project Services Division, UBC Plant Operations** on the progress of any services performed under this agreement, who shall monitor such work.
4. **Compensation and Expenses:** You shall receive \$ _____ (_____ dollars) plus GST as a total fee for all the described services performed and completed to The University of British Columbia's satisfaction. Payment will be made to you within ___ days following receipt of a [monthly] [bi-weekly] invoice from you which details the services performed, the person performing each of the services, the time spent and the fee for each of the services. Invoices should be submitted in triplicate to [name of project manager or project architect] for approval.

With respect to expenses, you shall be reimbursed only for the following prior approved expenses:

- Advertising for Tender and Substantial Completion Notices
- Courier and Freight Charges
- Telephone & Facsimile Long Distance Charges

- Microfilming
- Permits, Licenses, Consents, Authorization Fees
- Presentation Models (if requested by UBC)
- Photography (to be pre-authorized by UBC):
 - site photos to be used as record of progress
 - photos for appraisal reports, special studies
- Reprographics:
 - drawings and specifications for UBC review
 - feasibility, geotechnical, schematic design, design development, systems design and quantity survey reports – including collating and binding – for submission to UBC
 - tender documents, contract documents (including drawings and specifications)
- Travel:
 - Testing agency vehicles & equipment
 - Non-local (150 km or further from consultant's office to destination) travel costs pre-authorized by UBC: vehicle(auto and taxi), hotel and meals, vehicle mileage

The University of British Columbia will not pay for clerical work, accounting work, ISO 9000 reviews, photocopying, postage, drafting, drawings/specifications/reports reproduction for in-house or sub-consultants use, local facsimile, study (in-house) models, local travel/mileage (including to and from UBC), parking at UBC or off campus, legal costs, professional insurance, equipment rental, or accommodation away from your office.

The University of British Columbia will not be liable for and will not pay any unapproved expenses or increases in fees. You are expressly agreeing to complete all the described services for the consideration expressed herein.

5. **Place of Performance:** Your services will be performed at your office.

In the event you are provided with any equipment by The University of British Columbia, you shall maintain adequate comprehensive, replacement cost insurance over same with The University of British Columbia as the named beneficiary and you shall return same in the same condition as when provided to you, reasonable wear and tear only excepted, at the completion of your services and prior to final payment of your fees.

6. **Ownership:** By mutual agreement, and except as agreed to in writing by UBC and you, UBC will own, and you grant to UBC all rights (including but not limited to copyright and patent), title and interest in and to any items created by you in performing your services, whether completed or not, and to their proceeds, such items including but not limited to reports, documents, and computer software. These items will be delivered to UBC upon request but in any event, no later than completion of the project.

7. **Independent Contractor:**

7.1. By mutual agreement, the terms of this Letter of Agreement will be met by your provision of services as an independent contractor at arm's length from, and not as an employee of, UBC. As such, you are solely responsible for all matters relating to compliance with statutory and other legal obligations arising from your responsibilities in determining how and where the work set forth in this agreement is to be performed, including matters arising between yourself and your employees, if any. Such obligations include but are not limited to: remuneration; discipline; assessment of and withholding for income tax, employment insurance, Workers' Compensation, and Canada Pension Plan; leave, vacation, overtime and any other payments which may be assessed against you under any statutory authority for your performance of this Letter of Agreement.

7.2. To meet obligations under Workers' Compensation Board ("WCB") regulations, you are confirming to UBC:

Your WCB registrant employer # is: _____

(Or)

- You are not covered by WCB as a registrant employer, as you are not automatically covered by its provisions, and you have not applied nor will apply for voluntary coverage as a registrant employer for a period of time effective for the duration of this Letter of Agreement.

7.3. You shall maintain reasonable general liability and professional liability insurance. Before you begin to provide services under this Letter of Agreement, you agree, if requested, to deliver to UBC a copy of the policy certificate for general liability and / or professional liability insurance for all officers, agents and employees of yourself and to be maintained during the performance of this contract.

- Copy of General Liability Insurance certificate requested. Copy of Professional Liability Insurance requested. Insurance certificates not requested.

8. **Indemnity:** You shall indemnify and save harmless The University of British Columbia and its affiliates and successors and assigns from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from your or your employees' or agents' negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this contract.

9. **Termination:** This contract may be terminated by The University of British Columbia:

- a. for inadequate or non-performance
- b. for breach of any term of this Agreement
- c. upon thirty (30) days notice

In addition, The University of British Columbia expressly reserves all legal rights and remedies available under general laws of Canada in the event of termination including the right of set off.

10. **Assignment:** This contract, being personal in nature, is not assignable by you but may be assigned by The University of British Columbia in its sole discretion.

11. **Performance and Execution of Documents:** UBC and you will perform any act and execute and deliver any document which is reasonably required to carry out the terms of this Letter of Agreement according to its true intent and meaning.

12. **GST Registration (Check off and complete):**

- a) I am a GST Registrant and my registration number is _____.
- b) I am defined as a small supplier as my GST taxable sales or revenues earned in Canada in the last twelve (12) months is less than \$50,000.

13. **Billing Method for GST (check off):**

- a) My invoices will clearly show the amount of tax as a separate tax.
- b) The amount of tax will not be indicated and it will be included in the invoice amount.
- c) GST will not be applicable because I am a small supplier.

14. **Whole Agreement:** This contract together with the terms of the RFP and your Proposal which are not inconsistent with this contract shall form our entire agreement.

Please indicate your acceptance of this offer by having an authorized representative sign and return this letter.

Thank you and welcome to The University of British Columbia.

Yours truly,

AGREED AND ACCEPTED

[name of LBS or Supply Mgt Officer]
Purchasing Officer
per The University of British Columbia

per [name of firm]

NOTE: This agreement is not valid unless signed by an authorized agent of the University.

SCHEDULE D



The University of British Columbia
Supply Management
2075 Wesbrook Mall
Vancouver, British Columbia V6T 1Z1

LETTER OF INTENT

[date]

[firm's name]
[address]
[city, province]
[postal code]

VIA FACSIMILE: [firm's area code & fax number]

RE: Request for Tender (RFT) #
[name of project]

Dear [name of firm's contact]:

This letter will serve as confirmation of our mutual intention to enter into a Contract in the amount of Dollars and Cents (\$) which represents the price tendered, excluding GST, by your firm on [tender closing date] for the work described.

The contract documents will be compiled and submitted for your authorization as expeditiously as possible.

We request that you sign this letter and return a copy as confirmation of our mutual intentions.

Please contact the undersigned if you have any questions or concerns.

Yours truly,
The University of British Columbia

[name of Supply Mgt Officer]
Purchasing Officer
University of British Columbia

(per) _____
[name of firm]

(Print Name & Title)

(Date)



The University of British Columbia
Supply Management
2075 Wesbrook Mall
Vancouver, British Columbia V6T 1Z1

LETTER OF INTENT

[date]

[firm's name]
[address]
[city, province]
[postal code]

VIA FACSIMILE: [firm's area code & fax number]

RE: Request for Tender (RFT) #
[name of project]

Dear [name of firm's contact]:

This letter will serve as confirmation of our mutual intention to enter into a Contract in the amount of Dollars and Cents (\$) which represents the price tendered*, excluding GST, by your firm on [tender closing date] for the work described.

*The above-mentioned price tendered is represented by the following:

- Base Bid: \$
- [list any additions/deletions – alternate prices, separate prices, etc.]
- TOTAL (excluding GST) \$_____**

The contract documents will be compiled and submitted for your authorization as expeditiously as possible.

We request that you sign this letter and return a copy as confirmation of our mutual intentions.

Please contact the undersigned if you have any questions or concerns.

Yours truly,
The University of British Columbia

[name of Supply Mgt Officer]
Purchasing Officer
University of British Columbia

(per:) _____
[name of firm]

(Print Name & Title)

(Date)



Work Procedure: I-D-05 External Consultants & General Contractors	Revision Date: 21 Nov 02	Addendum No.: 1
FME Standard Operating Procedure: Engage Consultants and Contractors (Project Contracts)	Revision Date: 21 Nov 02	Issued By: Frank Geyer
FME Standard Operating Procedure: Project Contract Invoice Processing	Revision Date: 29 Oct 02	Date of Issue: 10 December 2002

WORK PROCEDURE I-D-05

1. Page 3, Clause A. I. 4. f) b] – replace 10th bullet with:

- Load WR/Phases (accessed by Zoom function, then Select):
 - set Cnt Line 1 to the C1000 Consultant Work Request and Phase the Project Contract is to be charged, Schedule Amt = amount of basic fees **plus 7% GST; and**
 - set Cnt Line 2 to the C1000 Consultant Work Request and Phase the Project Contract disbursements are to be charged, Schedule Amt = disbursement allowance **plus 7% GST.**

2. Page 5, Clause A. II. 4. e) – delete in its entirety and replace with:

10. 4. The Contract Administrator shall review the invoice for accuracy and against the Project Contract and any Fee Amendments, contact the Consultant to correct any discrepancies if necessary (requires either re-submission of invoice or fax confirmation of adjustment from the Consultant), fill-in necessary data on the Invoice Stamp:
- a) a) Project number
 - b) b) C1000 Consultant Work Request and Phase the Project Contract is charged (basic fees **plus 7% GST**);
 - c) c) C1000 Consultant Work Request and Phase the Project Contract disbursements are charged (reimbursable expenses **plus 7% GST**);
 - d) d) C1000 Consultant Work Request and Phase any pre-approved Additional Services are to be charged; and
 - e) e) Approving signature and date.

and return the authorized invoice to the LBS Finance Project Contract Clerk for entry against the FME Project Contract and payment.

3. Page 9, Clause B. I. 1. m) b] – replace 11th bullet with:

- Load WR/Phases (accessed by Zoom function, then Select):
 - set Cnt Line 1 to the C2000 External Construction **Work Request** and Phase the Project Contract is to be charged, Schedule Amt = amount of basic fees **plus 7% GST.**

4. Page 11, Clause B. II. 7 – delete in its entirety and replace with:

11. 4. The Project Manager shall review the certificate of payment for accuracy and against the Project Contract and any Change Orders, contact the Consultant to correct any discrepancies if necessary (requires re-submission of certificate of payment from the Consultant), fill-in necessary data on the Invoice Stamp:

- a) a) Project number
- b) b) C2000 External Construction and Phase the Project Contract is charged;
- c) c) Approving signature and date.

and return the authorized certificate of payment to the LBS Finance Project Contract Clerk for entry against the FME Project Contract and payment no later than 10 days after the date of a certificate of payment issued by the Contract Administrator.

STANDARD OPERATING PROCEDURE (ENGAGE CONSULTANTS AND CONTRACTORS)

1. Page 3, Step A.7. 2) – replace 10th bullet with:

- **Load WR/Phases** (accessed by Zoom function, then Select):
 - set **Cnt Line 1** to the C1000 Consultant Work Request and Phase the Project Contract is to be charged, **Schedule Amt** = amount of basic fees **plus 7% GST; and**
 - set **Cnt Line 2** to the C1000 Consultant Work Request and Phase the Project Contract disbursements are to be charged, **Schedule Amt** = disbursement allowance **plus 7% GST.**

2. Page 6, Step B.15. 2) – replace 11th bullet with:

- **Load WR/Phases** (accessed by Zoom function, then Select):
 - set **Cnt Line 1** to the C2000 External Construction **Work Request** and Phase the Project Contract is to be charged, **Schedule Amt** = amount of basic fees **plus 7% GST.**

STANDARD OPERATING PROCEDURE (PROJECT CONTRACT INVOICE PROCESSING)

1. Page 2, Step A.4 – delete in its entirety and replace with:

12. Reviews the invoice for accuracy and against the Project Contract, fills-in necessary data on the Invoice Stamp:
- Project number
 - C1000 Consultant Work Request & Phase the Project Contract is charged (basic fees **plus 7% GST**);
 - C1000 Consultant Work Request & Phase the Project Contract disbursements are charged (reimbursable expenses **plus 7% GST**);
 - C1000 Consultant Work Request & Phase any pre-approved Additional Services are to be charged; and
 - Approving signature and date.

and returns the authorized invoice to the LBS Finance Project Contract Clerk.

3. Page 3, Step B.4 – delete in its entirety and replace with:

13. Reviews the certificate of payment for accuracy and against the Project Contract and any Change Orders, fills-in necessary data on the Invoice Stamp:
- Project number
 - C2000 External Construction and Phase the Project Contract is charged;
 - Approving signature and date.
- i) and returns the authorized certificate of payment to the LBS Finance Project Contract Clerk for entry against the FME Project Contract and payment.