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No. _____
VANCOUVER REGISTRY

BETWEEN:

CITY OF PRINCE GEORGE

PLAINTIFF

AND:

HDR ARCHITECTURE ASSOCIATES INC.

DEFENDANT

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the Notice of Civil Claim anywhere in the United States, within 35 days after that service,

(c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

Claim of the Plaintiff

Part 1: STATEMENT OF FACTS

1. The Plaintiff, The Corporation of the City of Prince George, (the "City") is a municipal corporation incorporated pursuant to the *Local Government Act* and *Community Charter*, and has a business office at 1100 Patricia Boulevard, Prince George, British Columbia, V2L 3V9.
2. The Defendant, HDR Architecture Associates Inc., ("HDR") is an Ontario corporation registered in British Columbia as an extraprovincial company having an address for service of 2800 Park Place, 666 Burrard Street, Vancouver, BC, V6C 2Z7.
3. In or about June 2018, the City issued a Request for Pre-Qualification (the "RFQ") to develop a short list of up to three architectural consultants capable, experienced, and having a record of accomplishments and resources to provide the City with external expertise to design its Downtown Pool Replacement (P18-082) project (the "Pool Project").
4. On July 5, 2018, HDR submitted a response to the RFQ (the "RFQ Response"), representing to the City that it had the requisite expertise to design the Pool Project.
5. As a result of HDR's representations in the RFQ Response, the City shortlisted HDR to participate in a Request for Proposal (the "RFP") issued by the City in or about September 2018 for detailed design services for the Pool Project
6. On September 25, 2018, HDR submitted a response to the RFP (the "RFP Response") representing to the City that HDR was capable, experienced, and had a record of accomplishments and resources to provide the City with external expertise to provide detailed design services for the Pool Project.
7. On November 9, 2018, as a result of HDR's representations in the RFP Response, the City entered into a contract (the "Contract") with HDR for the provision of detailed design services, including the detailed design of the mechanical, building envelope, and roofing systems, for the Pool Project.

8. The Contract was in the form of the RAIC Canadian Standard Form of Contract for Architectural Services.
9. The Contract included the following relevant provisions:
 - (a) A10 – The Architect shall provide the Services described in Schedule A – Services....; and,
 - (b) GC 7.1 – The Architect shall perform the Services to the standard of care ordinarily exercised by other members of their profession under similar circumstances, at the same time and in the same or similar locale.
10. Under the Contract, HDR was responsible for the detailed design of the mechanical, building envelope, and roofing systems for the Pool Project
11. On or about November 14, 2022, the construction of the Pool Project was substantially completed and the facility, which became known as the “Canfor Leisure Pool”, was opened to the public.
12. Since the Pool Project obtained substantial completion and was opened to the public, the City has encountered significant issues with regards to:
 - (a) The operation of the facility’s mechanical system, including, but are not limited to, the following:
 - (i) Difficulty in moderating the temperature and humidity levels in different zones of the facility (e.g., maintaining recommended temperatures in the change rooms and mechanical rooms in the building relative to the temperature in the natatorium);
 - (ii) Discrepancies in control outputs for the facility’s dual pool air handling units;
 - (iii) Notable premature corrosion and/or failure of mechanical and other components within the facility, including ducts, compressors, and metal fixtures;
 - (iv) Failure to maintain necessary negative pressure in the natatorium; and,
 - (v) Failure to maintain required pressure differentials for different zones in the facility;

- (b) The facility's building envelope system, including, but not limited to, the following:
 - (i) Significant amounts of condensation on the interior face of windows and doors throughout the natatorium area, mechanical rooms, and other areas of the facility;
 - (ii) Condensation freezing on interior surfaces of the facility (e.g., exterior doors and windows); and,
 - (iii) The formation of ice on the facility's exterior building cladding and around its building openings (e.g., exterior doors and windows); and,
 - (c) The facility's building roofing system, including, but not limited to, water dripping from the facility's ceiling in both the natatorium and the reception zones of the building.
13. The issues that the City has encountered since the Pool Project obtained substantial completion are the result of HDR's detailed design of the Pool Project, including the detailed design of its mechanical, building envelope, and roofing systems.
14. The City has suffered loss and damage in relation to the issues that it has encountered since the Pool Project obtained substantial completion, and continues to suffer loss and damage in relation to those issues. In particular, the City has incurred costs in investigating the cause of the issues and identifying an appropriate remedy for them, and the City will incur costs in remedying the issues.

Part 2: RELIEF SOUGHT

1. The City claims against HDR for damages arising from HDR's detailed design of the Pool Project, including the detailed design of the mechanical, building envelope, and roofing systems for the Pool Project, which were caused by HDR's breach of contract, negligence, and/or breach of duty of care. Particulars of the damages include, but are not limited to:
- (a) Inspection and investigation costs;
 - (b) Costs to identify appropriate remedies to the mechanical, building envelope, and roofing systems issues;
 - (c) Costs to be incurred in remedying the aforementioned issues; and,
 - (d) Such further damages as may be proven at trial; and,
2. The City also claims against HDR:
- (a) General damages;
 - (b) Special damages;

- (c) Costs;
- (d) Interest pursuant to the *Court Order Interest Act*, and,
- (e) Such further and other relief as to this court seems just.

Part 3: LEGAL BASIS

1. HDR breached the terms of the Contract, including, without limitation, the terms of that agreement set out in paragraph 9 of Part 1: Statement of Facts of this Notice of Civil Claim in its provision of detailed design services, including the detailed design of the mechanical, building envelope, and roofing systems, for the Pool Project.
2. HDR owed a contractual duty and/or a duty of care to the City to exercise all reasonable care, skill, diligence, and competence as the architects for the Pool Project, with expertise to provide detailed design services, including the detailed design of the mechanical, building envelope, and roofing systems.
3. In particular, HDR owed a contractual duty and/or duty of care to the City to:
 - (a) Ensure that the design, construction, and installation of the mechanical, building envelope, and roofing systems for the Pool Project were free from defects, including latent defects, and/or deficiencies, and were fit for their intended purpose;
 - (b) Ensure that the design of the mechanical, building envelope, and roofing systems for the Pool Project took into consideration all appropriate architectural and engineering considerations;
 - (c) Ensure that the design, construction, and installation of the mechanical, building envelope, and roofing systems for the Pool Project complied with the British Columbia Building Code and all other applicable bylaws, codes, regulations, enactments, and industry standards;
 - (d) Warn the City of any defects or deficiencies in the manufacture, design, construction, or installation of the components that form part of the detailed design of the mechanical, building envelope, and roofing systems; and,
 - (e) Such further and other particulars as may be proven at trial.
4. HDR breached its aforementioned contractual duty and/or duty of care to the City, and was negligent in its provision of detailed design services, including the detailed design of the mechanical, building envelope, and roofing systems, for the Pool Project.

5. The City has suffered losses and damage as a result of HDR's breach of the Contract, breach of contractual duty, breach of duty of care, and/or negligence, and the City pleads and relies upon the *Negligence Act*.

Plaintiff's address for service:	c/o Sukhbir Manhas Young Anderson 1616 - 808 Nelson Street Box 12147, Nelson Square Vancouver, BC V6Z 2H2
Fax number address for service (if any):	604.689.3444
E-mail address for service (if any):	<u>manhas@younganderson.ca</u>
Place of trial:	Vancouver, B.C.
The address of the registry is:	800 Smithe Street, Vancouver, B.C. V6Z 2E1

Date: 14/Nov/2024
[dd/mmm/yyyy]


Signature of
 Plaintiff lawyer for Plaintiff
Sukhbir Manhas

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Breach of Contract and Negligence

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property

X the provision of goods or services or other general commercial matters

- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws

X none of the above

- do not know

Part 4: