

- 6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.
- 6.1.3 The *Owner* and the *Construction Manager*, without invalidating the Contract, may agree to make changes to the *Services*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Construction Manager's Fee*, a method of adjustment or an amount of adjustment for the *Guaranteed Maximum Price*, and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 When the *Owner* and *Construction Manager* agree to exercise the stipulated price option at any time during the term of the *Contract*, such agreement shall be recorded in a *Change Order*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 If no method of adjustment is agreed:
- .1 the adjustment in the *Construction Manager's Fee* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*; and
 - .2 the *Guaranteed Maximum Price* shall be adjusted by the changes in the *Cost of Work* and in the *Construction Manager's Fee* for the *Work* resulting from a *Change Directive*.
- 6.3.6 Pending determination of the adjustment to the *Construction Manager's Fee* required as a result of a *Change Directive*, the *Cost of the Work* incurred and the undisputed amount of the *Construction Manager's Fee* as the result of a *Change Directive* is eligible to be included in progress payments, notwithstanding the limit imposed by the *Guaranteed Maximum Price*.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and, if the claim relates to the *Price of the Work* or the *Guaranteed Maximum Price*, with a copy to the *Consultant*.

- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the claim is not acceptable to the other party, it shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work* by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
- .1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 pay the *Construction Manager* upon the *Consultant's* certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the costs properly incurred by the *Construction Manager* to that time plus the proportionate amount of the fee as provided in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE, and
 - .3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use in the *Work*, and
 - .4 assume and become liable for all obligations, commitments and unliquidated claims as certified by the *Consultant* that the *Construction Manager* may have heretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default.

- 7.1.6 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Construction Manager* shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the *Construction Manager's* contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Construction Manager* the rights and benefits of the *Construction Manager* under the obligations or commitments to be assumed by the *Owner*.
- 7.1.7 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.4 – PROGRESS PAYMENT FOR THE WORK, or
 - .3 the *Owner* fails to pay the *Construction Manager*, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Construction Manager* that sufficient cause exists.
- 7.2.4 The *Construction Manager's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Construction Manager* terminates the *Contract* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – CONSULTANT'S RESPONSIBILITIES, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – CONSULTANT'S RESPONSIBILITIES and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the *Project Mediator* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the *Project Mediator* was requested under paragraph 8.2.4 or within such further period agreed by the parties, the *Project Mediator* shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Construction Manager* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing* given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) Substantial Performance of the *Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Construction Manager* has abandoned the *Work*,whichever is earlier, and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.

- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would change the *Construction Manager's Fee*, the *Guaranteed Maximum Price* or the *Construction Manager's* time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Construction Manager* shall be responsible for
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
 - .2 establishing, initiating, maintaining and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing;
 - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
 - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
- 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*. The amount incurred shall be included in the *Cost of the Work* as in accordance with paragraph 7.1.14 of the Agreement A-7 – COST OF THE WORK.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

GC 10.3 PATENT FEES

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The amount incurred shall be included in the *Cost of the Work* in accordance with paragraph 7.1.12 of the Agreement A-7 – COST OF THE WORK. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Construction Manager*’s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Construction Manager*’s application for final payment, the *Construction Manager* shall provide evidence of compliance with workers’ compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Construction Manager* shall provide such evidence of compliance by the *Construction Manager* and *Subcontractors*.

PART 11 INSURANCE — CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Services* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Services* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Construction Manager* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Construction Manager* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;
 - (2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this *Contract*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract* as in accordance with paragraph 7.1.13 of the Agreement A-7 – COST OF THE WORK.
- 11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:

- (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

- (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
 - .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Price of the Work* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
 - .4 damages arising from the *Construction Manager's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 the Civil Code of Quebec, if the *Place of the Work* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 The *Construction Manager* shall enforce the warranty obligations of the *Subcontractors* and *Suppliers* which shall include the following provisions:
- .1 the *Subcontractor* or the *Supplier* shall correct promptly at its expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the *Contract Documents*; and .
 - .2 the *Subcontractor* or the *Supplier* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

APPENDIX – STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to exercise the stipulated price option at any time during the term of the *Contract* as in accordance with Article A-8 of the Agreement – OPTIONS. Upon the issuance of the *Change Order* exercising the stipulated price option, the following Articles of the Agreement, Definitions and General Conditions shall be deemed deleted, amended or added, as the case may be, and the *Contract* so revised shall be deemed to govern the rights and obligations of the parties with respect to the *Services* and *Work* to be provided from and after the date of the *Change Order*, unless stipulated otherwise in the *Change Order*.

ARTICLES OF THE AGREEMENT

1. **Article A-1**

New paragraph 1.4

insert new paragraph as follows:

1.4 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the _____ day of _____ in the year _____.

2. **Article A-5**

Delete this Article in its entirety.

3. **Article A-6**

Delete this Article in its entirety.

4. **Article A-7**

Delete this Article and replace with the following:

ARTICLE A-7 COST OF WORK

7.1 The cost of performing the work attributable to any *Change Directive* shall include:

- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
 - (1) stationed at the *Place of the Work*, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings;or
 - (4) engaged in the processing of changes in the *Work*.
- .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
- .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
- .4 all *Products* including cost of transportation thereof;
- .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
- .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
- .7 the *Construction Manager's* field office;

- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
- .9 the amount of all subcontracts;
- .10 quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .13 any adjustment in premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
- .14 any adjustment in taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
- .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
- .16 removal and disposal of waste products and debris;
- .17 the cost of safety measures and requirements;
- .18 other costs incurred in the performance of the *Work* as listed below:

6. **Article A-8**

Delete this Article and replace with the following:

ARTICLE A-8 CONTRACT PRICE

- 8.1 The *Contract Price*, which excludes *Value Added Taxes*, is: _____ /100 dollars \$ _____
- 8.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Construction Manager* are: _____ /100 dollars \$ _____
- 8.3 Total amount payable by the *Owner* to the *Construction Manager* for the construction of the *Work* is: _____ /100 dollars \$ _____
- 8.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- 8.5 All amounts are in Canadian funds.

7. **Article A-9**

paragraph 9.1

Delete and replace with the following:

- 9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:
 - .1 payments on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
 - .2 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - 3 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services* and the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

8. **Schedule, A1**

Delete this Schedule in its entirety.

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9. **Schedule A2**
Delete this Schedule in its entirety.
10. **Schedule B**
Delete this Schedule in its entirety.

DEFINITIONS

11. **Definition 5 – CHANGE DIRECTIVE**
Delete and replace with the following:
5. Change Directive
 A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
12. **Definition 6 – CHANGE ORDER**
Delete and replace with the following:
6. Change Order
 A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:
 - a change in the *Services*;
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
13. **Definition 32 – SUPPLEMENTAL INSTRUCTION**
Delete and replace with the following:
Supplemental Instruction
 A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.
14. **New Definition 38 – CONTRACT PRICE**
Insert new Definition as follows:
Contract Price
 The *Contract Price*, which excludes *Value Added Taxes*, is the amount specified in Article A-8 – CONTRACT PRICE to complete the *Services* and the *Work*.

GENERAL CONDITIONS

15. GC 2.3
Delete and replace with the following:
 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.

- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Contract Price* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers,* or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in the *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers,* or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings,* samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

16. GC 2.4

Delete and replace with the following:

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work,* the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.4.6 The *Construction Manager* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Construction Manager* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.4.7 The *Construction Manager* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

17. **GC 2.5**

Delete and replace with the following:

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. The correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements. The correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

18. **GC 3.7**

Delete and replace with the following:

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
 - .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.

- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

19. **GC 3.8**

Delete and replace with the following:

- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Construction Manager* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

20. **New GC 3.14 – SERVICES**

Insert new General Condition as follows:

GC 3.14 SERVICES

3.14.1 The *Construction Manager* shall:

- .1 chair and minute regular *Project* meetings with the *Owner* and the *Consultant*,
- .2 prepare and update the cash flow forecasts in accordance with the *Project* budget that are specified in the *Contract* or otherwise agreed with the *Owner*;
- .3 provide reasonable assistance and information to permit recovery of all tax rebates where applicable, and
- .4 assist the *Owner* in conducting post-construction occupancy review.

21. **GC 4.1**

Delete and replace with the following:

- 4.1.1 The *Contract Price*, and not the cash allowances, includes the *Construction Manager's* overhead and profit in connection with such cash allowances.
- 4.1.2 The *Contract Price* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance, the *Construction Manager* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and its actual cost.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

22. **GC 5.2**

Delete and replace with the following:

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of and the cost of performing the work attributable to the *Change Directive*.

5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the cost of performing the work attributable to the *Change Directive*, and for this purpose the *Construction Manager* shall preserve all such records..

23. **GC 5.3**

Delete this General Condition in its entirety.

24. **GC 5.4**

Delete and replace with the following:

5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.4.3 The amount claimed shall be for the value, proportionate to the *Contract Price*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period

5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment after exercising the stipulated price option, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.4.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:

- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
- .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
- .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

5.4.8 The *Construction Manager* shall include a statement based on the schedule of values with each application for payment.

25. **GC 6.2**

Delete and replace with the following:

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price* and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Contract Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment

26. **GC 6.3**

Delete and replace with the following:

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Contract Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Construction Manager's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with Article A-7 of the Agreement – COST OF WORK and as follows:
- .1 If the change results in a net increase in the *Construction Manager's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Construction Manager's* cost, plus the *Construction Manager's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Construction Manager's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Construction Manager's* cost, without adjustment for the *Construction Manager's* percentage fee.
 - 3 The *Construction Manager's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Contract Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Contract Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.
- 6.3.9 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.

27. **GC 6.4**

Delete and replace with the following:

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Contract Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

28. **GC 6.5**

Delete and replace with the following:

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

29. **GC 6.6**

Delete and replace with the following:

GC 6.6. CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party with a copy to the *Consultant*.

30. **GC 7.1**

Delete and replace with the following:

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work*, by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Construction Manager* until a final certificate for payment is issued, and
 - .3 charge the *Construction Manager* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Price of the Work*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Price of the Work*, the *Owner* shall pay the *Construction Manager* the difference, and
 - .4 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.
- 7.1.6 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

31. GC 9.1

Delete and replace with the following:

- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.

- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

32. **GC 9.2**

Delete and replace with the following:

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Construction Manager* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;

- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

33. **GC 9.3**

Delete and replace with the following:

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Construction Manager's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

34. **GC 9.5**

Delete and replace with the following:

- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
 - .1 the observing party shall promptly report the circumstances to the other party in writing;
 - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
 - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
- 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
 - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
 - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 reimburse the *Construction Manager* for the cost of taking the steps under 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

35. **GC 10.1**

Delete and replace with the following:

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Construction Manager* as stipulated in Article A-8 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in such included taxes and duties after exercising the stipulated price option shall increase or decrease the *Contract Price* accordingly.

36. **GC 10.2**

Delete and replace with the following:

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or which the *Contract Documents* specify as the responsibility of the *Construction Manager*.

10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections and certificates which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections and certificates, and their procurement.

10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations or codes.

37. **GC 10.3**

Delete and replace with the following:

10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.

10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

38. **GC 11.2**

Delete and replace with the following:

11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract*.

11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

39. **GC 12.1**

Delete and replace with the following:

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 11.1 – INSURANCE.

.2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in GC 10.3 – PATENT FEES, and

.2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

40. GC 12.3

Delete and replace with the following:

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and the *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

SUPPLEMENTARY CONDITIONS

The Supplementary Conditions modify and form part of the Agreement Between Owner and Construction Manager, Definitions and General Conditions of the Construction Management Contract each forming part of Standard Construction Document - CCDC 5B 2010 Edition.

Where an article or a paragraph of an article of the General Conditions of the Contract is deleted but not replaced by these Supplementary Conditions, the numbering of the remaining articles and paragraphs shall remain unchanged, and the numbering of the deleted item shall be retained, unused.

Any discrepancy or inconsistency between the provisions of these Supplementary Conditions and the provisions of the General Conditions of the Contract shall be resolved in favour of these Supplementary Conditions.

In the event the Owner and Construction Manager agree to exercise the stipulated price option provided for in Article 8.4, these Supplementary Conditions shall survive and remain in effect, except that the numbering of the Supplementary Conditions shall be amended, as required.

SC 1 ARTICLE A-9 PAYMENT

.1 Article 9.3 is amended to read:

9.3 Interest

.1 Should either party fail to make payments as they become due under the terms of this Contract or in an award by arbitration or court, interest at the rate of 2% per annum above the prime rate on such unpaid amounts shall also become due and payable. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by Royal Bank of Canada for prime Canadian dollar business loans as it may change from time to time.

SC 2 SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

.1 Delete Items 4-12 in their entirety.

SC 3 GC 2.3 CONSULTANT'S RESPONSIBILITIES

.1 Add the following new paragraph:

2.3.19 All decisions, instructions, consents and approvals will be in writing. Neither the Owner nor the Consultant will be responsible for oral decisions, instructions, consents or approvals.

SC 4 GC 2.4 REVIEW AND INSPECTION OF THE WORK

- .1 Add the following new paragraph:
 - 2.4.6 Failure of the Consultant or his representatives, or of an inspection agency appointed by the Owner, to carry out any inspections shall not relieve the Construction Manager from responsibility to perform the Work in accordance with the Contract Documents.
 - 2.4.7 If the Construction Manager is not prepared for any inspection after he has notified the Consultant of the proposed inspection and as a result the Consultant or Owner is required to make a second visit, the Construction Manager shall be responsible for any additional costs incurred for the second visit by the Consultant and Owner and the amount of such visit may be deducted from amounts otherwise due to the Construction Manager.

SC 5 GC 2.5 DEFECTIVE WORK

- .1 Add the following new paragraph:
 - 2.5.4 Any corrective work shall be undertaken in co-operation with any insurer having an interest in the settlement of a claim arising from any acts or omissions of the Construction Manager or any Subcontractor.

SC 6 GC 3.6 SUPERVISION:

- .1 Add the following new paragraph:
 - 3.6.3 If in the opinion of the Consultant or the Owner, at their sole and unfettered discretion, the Construction Manager's supervisor, or assistants, or any one or more of them, are not deemed to be satisfactory, the Construction Manager is obliged to replace them with qualified and competent replacements within ten (10) Working Days.
- .2 A new GC 3.6.4 is added as follows:
 - 3.6.4 The *Construction Manager* shall do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the OH&S Act and its regulations, as required to ensure the health and safety of all persons at the work site.

SC 7 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- .1 Paragraph 3.7.2: Add the following sentence to the end of paragraph 3.7.2:

“The Construction Manager agrees not to change Subcontractors or Suppliers without the consent of the Owner.”

SC 8 GC 3.14 AND 3.15

- .1 Add the following new paragraphs:

3.14.1 In performing its services and obligations under the Contract, the Construction Manager shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent Construction Manager supplying similar services for similar projects. The Construction Manager acknowledges and agrees that throughout the Contract, the performance of the Construction Manager's obligations, duties, and responsibilities shall be judged against this standard. The Construction Manager shall exercise the same standard of care, skill, and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

3.15.1 The Owner shall have the right to enter or occupy the Work in whole or in part for the purpose of placing fittings and equipment or for other uses before Substantial Performance of the Work, if, in the reasonable opinion of the Consultant and Construction Manager, such entry or occupation does not prevent or substantially interfere with the Construction Manager's completion of the Contract within the Contract Time. Such entry or occupation shall not be considered as acceptance of the Work or in any way relieve the Construction Manager from responsibility to complete the Contract.

SC 9 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 GC 5.1 is deleted.

SC 10 GC 5.4 PROGRESS PAYMENT FOR THE WORK

- .1 Paragraph 5.4.7 is renumbered as 5.4.9 and the words "in accordance with paragraphs 5.4.1 to 5.4.6" are replaced with "in accordance with paragraphs 5.4.1 to 5.4.8"
- .2 Add the following new paragraphs:
 - 5.4.7 The second and all subsequent applications for payment must be accompanied by a Statutory Declaration stating that all wages, Subcontractors and Suppliers accounts have been paid for the period preceding that covered by the current application in accordance with Canadian Construction Association Form 9B.
 - 5.4.8 The Construction Manager shall submit, with each application after the first, a Workers Compensation Board form indicating their standing with WCB.

SC 11 GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 In GC 5.6.1, the word "issuance" is deleted and is replaced with "verification by the *Consultant*".
- .2 Delete Paragraph 5.6.3 in its entirety.

- .3 Delete Paragraph 5.6.4 in its entirety and replace it as follows:

5.6.4.1 Following the approval of the certificate of substantial performance of the work issued by the Construction Manager or Subcontractor, the Consultant shall issue a certificate for payment of the holdback monies. The holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of Work or where such legislation does not exist or apply in accordance with such other legislation, agreed to between the parties, providing that the Owner may retain out of such holdback monies any sums required by law to satisfy any registered liens against the work or other monetary claims against the Construction Manager and enforceable against the Owner. Construction Manager shall provide a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Construction Manager in the substantial performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

SC 12 GC 5.8 FINAL PAYMENT FOR THE WORK

- .1 Paragraph 5.8.4: Delete “5 calendar days” and substitute “30 Working Days”, and delete the word “issuance” and substitute the word “receipt”.

SC 13 GF 5.9 WITHOLDING OF PAYMENT FOR THE WORK

- .1 The following is added to GC 5.9:

5.9.2 The Owner’s right, at its discretion, to set-off against monies owing to the Construction Manager does not appear to be on schedule, has not remedied defective Work, appears to have not made payments to its sub-trades or has caused damage to property or persons. Without limiting the generality of the foregoing or any other right or remedy of the Owner, if a builders’ lien in respect of the Work is registered and such registration is not discharged within ten (10) days after notice by the Owner to the Construction Manager to discharge such lien, then the Owner may settle and pay the claim for such lien or make such court application and make such payments into court as the Owner deems necessary, in its absolute discretion, to discharge such lien. All amounts paid by the Owner to obtain a discharge of such lien or otherwise incurred by the Owner arising from the registration of such lien, including legal costs on a solicitor and his own client basis, shall be paid by the Construction Manager to the Owner and the Owner may deduct all such amounts from payments otherwise due to the Construction Manager.

SC 14 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 The following is added to GC 6.4:

6.4.5 The Owner may provide the Construction Manager with a geotechnical report before the execution of this Contract. The Construction Manager should not assume that the data contained within such report is representative of the subsurface conditions throughout the Place of the Work and the Construction Manager shall not be entitled for any schedule relief or costs associated with concealed or unknown geotechnical conditions, including any deviations from the subsurface conditions described in the report, or for any reliance by the Construction Manager on such report.

SC 15 GC 5.11 CONTRACT CANCELLATION

.1 A new Paragraph 5.11 is added as follows:

5.11.1 The Owner, in its sole discretion, shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the Work by giving not less than five (5) Working Days notice in writing to the Construction Manager.

5.11.2 In the event of such cancellation, the Construction Manager shall be entitled to the following:

- .1 reimbursement of all items of Work completed and delivered at unit rates, where applicable, and for lump sum items, on the basis of the proportion of the lump sum work completed at the effective date of termination;
- .2 reimbursement for the costs to the Construction Manager for Work in progress; and
- .3 reimbursement for costs and expenses directly caused by the cancellation.

5.11.3 Title to all Work for which reimbursement is made shall vest in the Owner.

5.11.4 This section shall not apply to situations in which the Owner is entitled to terminate the Construction Manager by reason of default of the Construction Manager.

SC 16 GC 6.5 DELAYS

.1 Add the following new paragraph:

6.5.6 The Construction Manager acknowledges and understands that the Owner has made the Construction Manager aware both at the time of tender and at the time of execution of the Contract, that time is of the essence of the Contract, and the Owner needs to achieve Substantial Performance of the Work in accordance with the time requirements contained within the Contract. The Construction Manager further acknowledges and understands that the Owner will be incurring expenses and liabilities prior to the Substantial Performance of the Work in

reliance upon the Construction Manager's representations and assurances that the Work will be completed in accordance with the time requirements contained within the Contract.

SC 17 GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- .1 Delete Paragraph 7.2.3.1 in its entirety.
- .2 Paragraph 7.2.3.4: Delete the words "except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,".
- .3 Add a new paragraph:
 - 7.2.6 GC 7.2 shall not apply to withholding of certificates and/or payments because of the Construction Manager's failure to pay just claims promptly nor because of registration or notice of liens against the Owner's property, until such claims and liens are discharged, nor because of evidence that any Supplier of Products has retained title to same.

SC 18 GC 9.4 CONSTRUCTION SAFETY

- .1 The following new paragraphs are added:
 - 9.4.2 The Construction Manager shall for the duration of the Work:
 - .1 be the "Prime Contractor" for the purposes of the Occupational Health and Safety Act (Alberta), for the Place of Work and for the "work site" as defined in the Occupational Health and Safety Act (Alberta);
 - .2 comply with the Occupational Health and Safety Act (Alberta); and its regulations;
 - .3 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Occupational Health and Safety Act (Alberta) and its regulations, as required to ensure the health and safety of all persons at the Place of Work and at the "work site".
 - 9.4.3 The Construction Manager shall direct all Subcontractors, other contractors, employers, workers and any other persons at the Place of Work and the "work site" on safety related matters, to the extent required to fulfill its "Prime Contractor" responsibilities pursuant to the Occupational Health and Safety Act (Alberta) Act, regardless of:
 - .1 whether or not any contractual relationship exists between the Construction Manager and any of these entities; and
 - .2 whether or not such entities have been specifically identified in this Contract.

SC 19 GC 11.1 INSURANCE

- .1 Add the following new paragraph:
 - 11.1.9 All insurance policies to be maintained by the Construction Manager hereunder shall:
 - .1 also cover as unnamed insureds, all directors, officers, employees and elected officials of the insureds;
 - .2 contain a clause waiving every right of subrogation by the insurance company against the Owner and other insureds arising out of or in any way connected with the performance of this Contract.
 - .3 contain a clause providing that the rights of the Owner under any provision of the insurance policy shall not be prejudiced by any default or violation by the Construction Manager or by any other person or party insured by the policy.

SC 20 GC 11.2 CONTRACT SECURITY

- .1 The following is added to GC 11.2:
 - 11.2.3 The Construction Manager shall supply the following:
 - .1 A performance bond in the amount of \$XXXXXX.
 - .2 A labour and material payment bond in the amount of \$XXXXXXXX.

SC 21 GC 12.1 INDEMNIFICATION

- .1 Delete paragraphs 12.1.1, 12.1.2, 12.1.3, 12.1.4 and 12.1.5 in their entirety and replace with the following:
 - 12.1.1 The Construction Manager shall indemnify and hold harmless the Owner, the Consultant and their respective officers, directors, elected officials, employees, consultants and agents from any and all liabilities, claims, suits or actions, costs, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the Contract or of the Work by the Construction Manager, its Subcontractors and Suppliers or anyone for whose acts the Construction Manager is responsible, or anyone of their respective employees or agents, provided such claims are caused by the negligent acts or omissions or breaches of contract or fault of the Construction Manager or of its Subcontractors or Suppliers, or anyone for whose acts the Construction Manager may be liable. This hold harmless shall survive this Agreement.

12.1.2 The Owner shall indemnify and hold harmless the Construction Manager, the Construction Manager's agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Construction Manager's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

12.1.3 The Construction Manager shall hold the Owner harmless from and against all claims, demands, losses, costs (including costs on a solicitor and his own client basis), damages, actions, suits or proceedings arising out of the Construction Manager's performance of the Contract which give rise to an infringement or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, patent or invention.

SC 22 GC 12.2 WAIVER OF CLAIMS

- .1 GC 12.2 is deleted.

SC 23 GC 12.3 WARRANTY

- .1 Add new paragraph:

12.3.8 Carrying out of replacement work and making good of defects shall be executed at times convenient to the Owner; this may require work at the Construction Manager's expense outside of normal working hours.

SC 24 NEW GC 13

- .1 Notwithstanding any other provision of this Contract, the Owner shall not be liable to the Construction Manager, including in the event of breach of contract, in tort or under any other theory of law, for consequential or indirect loss or damages, loss of business opportunity or loss of anticipated profit.

END OF SECTION

		SECTION	10
AGENDA ITEM: 10.14.	Amendment to Funding Agreement 13GRP07 with Alberta Environment and Sustainable Resource Development for the Clean Energy and Technology Centre		
Department:	Bio-Mile		
Presented by:	Councillor Shular		
Support Staff:	Kristina Vallee		

BACKGROUND:

The Town of Drayton Valley entered into a grant funding agreement with Alberta Environment and Sustainable Resource Development for the funding of the Clean Energy and Technology Centre. This grant agreement was initiated in December 2012, with grant activities commencing March 28, 2013 and then being completed by March 31, 2015.

As the grant originally had a two year timeframe to construct and begin operations of the Clean Energy and Technology Centre, the grant advisor has recommended that the Town amend the grant agreement to meet the current project timelines of construction and occupancy.

The grant project work plan has been amended and approved by Alberta Environment and Sustainable Resource Development to be extended to January 31, 2016. This revised time frame will allow the Clean Energy and Technology Centre to complete construction and have approximately three months of operations taken place by the of this agreement. This revised timeline does not have implications on the project construction budget as all funds will be received from the grant by December 31, 2015.

RECOMMENDATION:

I move that Council approve Amending Agreement: 13GRP07 with the Minister of Environment and Sustainable Resource Development for the Clean Energy and Technology Centre as presented.



Environment and Sustainable
Resource Development

AGREEMENT NO: 13GRP07

AMENDING
AGREEMENT

AMENDMENT NO: 01

BETWEEN:

HER MAJESTY THE QUEEN in right of the
Province of Alberta, as represented by the
Minister of Environment and Sustainable Resource Development
(hereinafter referred to as the "Department")

OF THE FIRST PART

- and -

TOWN OF DRAYTON VALLEY
(hereinafter called "the Recipient")

OF THE SECOND PART

WHEREAS by Agreement, dated November 28, 2012 (hereinafter called the "Agreement"), the Parties entered into an agreement pursuant to Alberta's emphasis on reductions in greenhouse gas emissions and air pollutants (the "Project") and;

WHEREAS the parties wish to amend the Grant Agreement as provided hereinafter;

1. Section 1.1 "**Project Completion Date**" and "**Term**" is amended by replacing "March 31, 2015" with "January 31, 2016"
2. Schedule "A" is amended by adding the attached revised Project Work Plan.
3. Schedule "B" is rescinded and replaced with the attached Appendix "A" of the Revised Project Work Plan.
4. This Amending Agreement shall be effective on October 20, 2014.
5. Except to the extent that the Grant Agreement is specifically amended hereby it remains in full force and effect with such changes as are necessary to give effect to this Amending Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement by representatives duly authorized to do so.

HER MAJESTY THE QUEEN in right of the Province of Alberta, as represented by the Minister of Environment and Sustainable Resource Development by his duly authorized representative

Date

Kevin Peterson, Senior Financial Officer

Date

Recipient

Grant Agreement No. 13GRP07

Alberta Environment and Sustainable Resource Development

Town of Drayton Valley

Clean Energy and Technology Centre (CETC)

Project Work Plan

March 28, 2013 – March 31, 2016

(Amended October 20, 2014)

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Grant Agreement No. 13GRP07
Clean Energy and Technology Centre

Project Work Plan
March 28, 2013 – March 31, 2016

Introduction

The Town of Drayton Valley is actively developing the detailed business plan, operational components, and securing partners and tenants for the Clean Energy and Technology Centre. At this point in time there are still several parts of this project that are pending further development. As the project progresses we will work closely with the Environment and Sustainable Resource Development department officials and, if necessary due to project developments, we will amend the working plan to the department's satisfaction.

The following is the outline of the Clean Energy and Technology Centre deliverables that are planned for the duration of the grant period, to March 31, 2015.

A full payment schedule in regards to the Project Working Plan is attached as *Appendix A*.

Clean Energy and Technology Centre

The Town of Drayton Valley is a progressive and forward looking community which understands the importance of innovation and long-term sustainability. Drayton Valley is a hub for the forestry, agriculture and petroleum industries where opportunities arise for the development of a bio-economy. As a result of this opportunity, Drayton Valley established the Bio-Mile, Alberta's only commercial integrated bio-industrial business development park to foster the growth of the bio-industry in the region.

The establishment of the Clean Energy and Technology Centre (CETC) is intended to further advance the Bio-Mile initiative and encourage and provide a mechanism that will support:

- Applied research, specifically related to bio-mass commercialization and new product development;
- Incubation and commercialization of new bio-based business;
- Provision of specialized training and support to develop labour skills required for the future bio-economy;
- Creation of a bio-based centre of knowledge and innovation for business, academia, and government;
- Development of the bio-economy culture;
- Framework for rural development that can be shared with other Alberta communities.

The successful implementation of CETC will be measured in several ways, including advancements in technology with academic and industry partners in Drayton Valley and the rest of Alberta, commercialization of new bio-industrial products, the start-up of new and growth of existing companies, and the increase in training and skills development of the local, regional and provincial workforce. It will also directly contribute to economic growth, transfer of knowledge to other communities, and increased expansion of learning and skills development beyond Drayton Valley to the rest of rural Alberta.

The Clean Energy and Technology Centre will achieve goals and strategies outlined in this working plan through the establishment of industry, educational and municipal partnerships. It is clear that under these partnerships research, teaching and community engagement will be integrated within the development of the Bio-Mile and industry partners will utilize the CETC as a base for their research needs. Furthermore, formal relationships will be established between other educational institutions for the development of specialized trades training and skills development that is both customized for bio-industry needs, but also recognized and certified for transferability. Drayton Valley has already made great strides through four signed Memorandum of Understanding:

- The Faculty of Agriculture, Environment and Life Sciences, University of Alberta
- NorQuest College
- Northern Alberta Institute of Technology
- CLIB 2021 of Germany

Short-term outcomes of the project include formalization of organizational mandate and partnership agreements, hiring of support staff and development of the business incubation centre and training resources. Long-term outcomes include commercialization of bio-industrial companies into the Bio-Mile, new products developed, increase in employment and increase in bio-industrial company competitiveness and return on investment. CETC will also develop a detailed governance model with public accountability and risk mitigation strategies as core elements of its organizational foundation.

Education and Training

CETC will offer an industry driven and focused training and skills development centre to support Bio-Mile and Alberta industry needs. The centre will offer new and upgrading courses for bio-industries requiring specialized training. The centre will provide a learning forum housing international bio-industry expertise. It will be able to work with industry to understand their unique needs and assist in engaging the involvement of educators to respond with needed training. The centre will offer access to training and technical skill development from leading experts.

- Offer international standards of bio-industrial education that provides employers with ready to work employees.

- Provide training and skills upgrading to bio-industry employees, and provide cross training for employees in existing industries.
- Match long term planning of forecasted employment market for bio-industry which will attract prospective and current employees internationally to CETC as the Centre will be offering current and marketable learning opportunities.
- Deliver accredited education programs from a reputable post-secondary provider. We have a Memorandum of Understanding with NorQuest College and are currently working through a partnership framework with NorQuest College and will be developing a plan from this framework. NorQuest College is already established in Drayton Valley and has the ability to access academic providers through the Province and nationally.
- We are currently reviewing the BioLearn proposal from Collaborative Media Group that is proposes quite an innovative tool to deliver education and training via a web platform to CETC clients and the community of Drayton Valley.
- CETC working in partnership with academia will continually explore alternative and innovative methods for course delivery that best meets the needs of students/clients such as face-to-face (classroom), video-conferencing, distance delivery, online, and off-site to meet client/industry needs. Educational providers may also be included in other partnership opportunities for services that may be sourced for the CETC.
- Engage high school students in dual credit courses that they can earn while completing high school studies and provide students with well informed understanding of careers available locally before leaving community post-secondary or employment opportunities.
- Provide youth with a direct access to more areas of education for to retain the younger population in our region.
- Enhance profile of Registered Apprenticeship Program with local employers and prospective students while working with Careers Next Generation.
- Contribute to fulfilling current gaps in skilled worker labour market and allow employees to stay local instead of going to larger city centres for training.
- Address the needs of industry for continual training needs that are sourced out of our region, match their needs gaps with our ability to provide. Continually fulfilling these gaps is a key target for on-going revenue generation.
- Assist industry to increase employee retention through providing their employees with tools and skills to succeed in their careers while providing employers with access to services they need for their employees.
- The CETC will be recognized as main broker to match industry with education.

Business Development

CETC will also act as a business incubation and commercialization centre offering business development and services that will support bio-industrial product and service commercialization and new start-ups in this sector. The CETC business incubation and commercialization centre will provide clients access to a bio-based knowledge centre of excellence and solutions to help identify and commercialize bio-based opportunities that may have otherwise been ignored or overlooked.

In addition to traditional incubator services CETC will also offer support to the community's existing businesses that modify their services to opportunities associated with the emerging bio-economy.

The centre will also offer core services such as office space and administrative services, business coaching and advisory services, and with training focused on various aspects of business and skills development. The objective is not to provide services that other companies, organizations, institutions or government departments already do, but to act as a conduit and engage the support of these organizations.

- Starting point for entrepreneurs to access the knowledge, financing and resources that is required to start a new business.
- Mentorship service, general office services, start-up office or pilot plant space.
- Connection point to financing options such as venture capitalists, loan programs, grant and credit programs, and angel investors.
- Linkage to research and development taking place at the CETC.

Applied Research, Research and Development

It will assist research organizations to better connect with industry and respond to their needs by providing direct access to Bio-Mile industrial partner based projects. Examples of applied research would include pilot projects that could involve the enhanced harvesting and recovery of unused or underutilized bio-mass from the agriculture, forestry sectors, transportation and handling processes for biomass sources from the field, multiple biomass feedstock conversion and product development (flax, hemp, woodchips).

It is important to note that it is not the intent to have CETC as an organization to assume responsibility for doing the research, rather through its relationships with industry and research organizations and other networks overseas it will assist in articulating research needs and engaging the support of expertise and resources to do the research.

Location

The Centre will be located in the heart of the Drayton Valley Bio-Mile with easy access to the clients within the Bio-Mile, commercial and downtown areas, and quick highway access.

The Town of Drayton Valley has purchased lands of 107 acres for Bio-Mile developments and the CETC will be located within this subdivision parcel. The land recently had an Area Structure Plan developed and approved by Council. This subdivision is undeveloped land, therefore the Town will be developing infrastructure in this subdivision such as roadways, water and sewer services, communications infrastructure, and gas and power services. The grant funding will contribute to the required site work, servicing and driveway construction for the CETC facility portion of land. An approximate five acre parcel will be the CETC site size to allow enough space for parking, outdoor sitting areas, and future expansion.

Facility

We are seeking to have the building be designed using natural materials, clean and alternative energy sources that are economical and eco-friendly as possible. The Centre will incorporate the Bio-Mile's main feedstock of forest products. Ideally the CETC itself should be a demonstration facility that can represent the bio-industry and our local biomass source, the forestry industry. Current planning stages have the building size to be approximately at total of 30,000 square feet. The building is being designed with future expansion in mind for all areas, and we are planning the building footprint on site to accommodate future buildings being located on site. The Clean Energy and Technology Centre will have an open concept campus feel to offer connectivity to all areas of operation in the Centre.

The Clean Energy and Technology Centre will have construction commence in the later part of 2013. We are planning for the building construction to be completed and fully operational by mid-2014

- Expression of Interest for Design Build has been advertised and selection interviews with architectural and construction firms were held.
- Full Project Proposal for building design and construction has been awarded to A & E Architectural and Engineering Group, Syverson and Monteyne Architectural Inc., and for construction Synergy Projects. Currently the agreements are being finalized between these parties and the Town.
- We are engaging local industry and associations such as the Alberta Forest Products Association and Woodworks! Council to assist in sourcing innovative wood materials for the CETC design and construction.

Industry Partners

- Selection of project partners from industry, education, and investors.
- Future and on-going services and partnership opportunities to be continually identified to meet sustainability of CETC.
- Weyerhaeuser is located within the Bio-Mile and is a large component for the Bio-Mile to be successful. Weyerhaeuser has committed to be engaged in the design input process of the CETC and they are supportive of this project.
- Valley Power has their co-generation power plant located within the Bio-Mile. Valley Power has expressed an interest to be involved in the design input process of the CETC and would like to work closely with training services that will be offered at CETC as they currently have a shortage of skilled trade's staff. Valley Power has also shared their interest to upgrade their local plant and pursue the option of district heating within the Bio-Mile.
- TTS Inc. is our first bio-industrial facility within the Bio-Mile. Their fibremat plant will be opening later this year. TTS has expressed a need to utilize the pilot plant and business incubation space at CETC. We are having on-going discussions to outline the needs of services they will require from and at CETC.
- Mascoma Canada is working very closely with Weyerhaeuser, Catchlight Energy, the Town of Drayton Valley and Sustainable Development Technology Canada to locate their commercial scale bio-refinery at the Bio-Mile. Mascoma will require bio-industry skilled work force and Mascoma is providing input to the CETC for their training and research needs.
- SBI BioEnergy Ltd is another prospective client for the CETC. SBI is seeking to locate their commercial biodiesel plant within the Bio-Mile and if successful is proposing to locate their research lab and office within the CETC.
- Keyera is currently working with the Town of Drayton Valley to establish the needs of the gas industry at the CETC. Keyera has expressed a need for research space, training programs and leadership development.
- Pembina Pipeline is also currently working with CETC to framework an engagement model to prepare high school students for entering the workforce. A few of the opportunities being discussed are dual credits that can be obtained at CETC while attending high school; informing students of vast range of careers available in the region, hosting job fairs, and making apprenticeship programs more accessible.
- Pursuing partnership opportunity with Bioindustrial Innovation Centre & Sustainable Chemistry Alliance in Sarnia, Ontario, as this organization is quite motivated to expand to a national presence and have a western location. This organization can provide great

mentorship to the CETC governance model and operational staff, as well connect CETC clients to their network of existing industry relationships.

- The Bio-Mile has worked closely with various government agencies and expects to continue engaging these organizations as the CETC becomes operational. We have long working relationships with Alberta Innovates Bio Solutions, Alberta Innovates Technology Futures, Alberta Biomaterials Development Centre, Alberta Energy, Alberta Environment and Sustainable Resource Development, and Western Diversification.

Governance Model

- BIO-ARCC is the established Part 9 Company of the Town of Drayton Valley and is operating as a not-for-profit corporation. BIO-ARCC became a legal business in 2010 as a proactive measure for future planning of this project. BIO-ARCC is currently led by Town Council and a Board of Directors. Within the next year there will be an Executive Board established for the CETC with representatives drawn from industry, academia, and government.
- It is expected that the CETC will hire an Executive Director who will report to the Executive Board, it will be important that the Executive Director has senior management experience and a strong business background. Currently Manny Deol, Town Manager, is the appointed interim Executive Director for BIO-ARCC.
- The already operating Bio-Mile Community Engagement Committee will also participate in the CETC governance model as an advisory body. This Committee includes a member of Brazeau County Council and members at large. The members at large include representatives of industry, the Chamber of Commerce, residents of the community that have environmental concerns and community members who are interested in the Bio-Mile success. This committee is very interested in being part of the design of the CETC and providing on-going input to the operations of CETC and prospective Bio-Mile businesses.
- Advisory Committees will be established for each of the functional areas: applied research and innovation; training and skills development; incubation and commercialization. It will be their role to provide input and guidance to the Executive Director and the Board of Directors pertaining to evolving needs and response options for each of the functional areas. The Advisory Committees will also be instrumental in establishing and maintaining service and partnership relationships with other organizations. Advisory Committees will be appointed as each service delivery area becomes operational which may occur prior to the CETC facility being open.

Operations

- The core staff of the CETC is currently working out of the Town of Drayton Valley municipal office: Interim Executive Director, Bio-Mile Coordinator, and Administrative Assistant. These staff members will be moving to the CETC once it is operating.

- Organizational structure for staffing needs of the CETC is to be further structured, any additional core start up staff to be hired in coordination of the Centre opening. Core start up staff includes marketing and recruitment team, technology and/or research expert, business development manager and operational staff such as accounting, reception, maintenance and janitorial.
- Marketing and recruitment plan to be finalized and team deliverables to be outlined. This team will have a main priority to capture on-going clientele and if needed sponsorship opportunities for the CETC. This team will recruit clientele throughout Alberta and at times nationally and/or internationally.
- Priority services to be identified and structured. From the existing reports completed by MNP regarding training, PwC for economic impact and Millier Dickinson Blais for Business Visitation we have identified the market for education and training to be one of the main priority services. Bio-industry needs will be prioritized with the timing of rapid developments of clean and green technologies.

Grant Disbursement

- A significant portion of this grant will be allocated to the capital costs of building construction, site development, and facility furnishings.
- The remaining grant funding will be allocated towards operational funding for the services available at the Clean Energy and Technology Centre.
 - The funds will be used for CETC administration and operational staff; specialized technical staff with experience in the bio-industry; marketing and recruiting, training and program development; consulting services; operational costs such as utilities, insurance, maintenance; office supplies and equipment; and laboratory and educational equipment.

Building	\$6,400,000
Site Preparation & Servicing	450,000
Furnishings	900,000
Marketing	50,000
Operational Funding	<u>2,300,000</u>
	\$10,100,000

Other Sources of Funding Requested

- We are actively pursuing further funding for the CETC. We are working with Western Diversification to fund up to \$5,000,000 for specialized lab and educational equipment that meets specific requirements for the bio-industry. To date this funding is not confirmed.

- We are sourcing funding from oil and gas, forestry and agricultural industries to provide funding in return of accessing continual services for their employees at a minimal fee above cost-recovery. To date industry is engaged but funding is not confirmed.
- We are also engaging our partners to provide funding for the CETC. Surrounding municipalities, large scale Bio-Mile clients, associations, and academia are being sourced for funds. Currently we have received funding commitments, but no cash on hand until the project develops further.
- The Town of Drayton Valley will be providing funding and in-kind funding to the project. Currently the Town is paying salaries of three full time staff to the project and providing offices and meeting spaces. The Town will be providing funding for the infrastructure and servicing of the Bio-Mile subdivision. It is not yet determined what portion of costs the Town will be contributing to servicing and infrastructure for the CETC parcel of land.

Federal Funding requested	\$5,000,000
Funding from industry	\$500,000
Partners	\$1,500,000
Town Funding	\$500,000
Town In-Kind Funding	\$1,500,000

Revenue Targets Annually

It is expected that the CETC will be break even within three years of operation.

Bio-industrial incubation and networking centre	\$300,000
Education and training centre	\$225,000
Pilot Plant	\$400,000
Royalties and License Fees	percentage based

Operational Costs

- Operational costs are approximately \$5/year x 30,000 square feet area of facility
- Academic and Management Staff \$500,000 per year
- Support Staff & Services \$200,000 per year

Long Term Sustainability

CETC will be sustainable through the long-term commitment of the Town of Drayton Valley, industry, government and academic partners.

CETC will generate revenue through:

- Academic and Industry requests for training and skill development initiatives.

- Economic development growth through municipal support for professional services including annual contracts to provide management and marketing services to advance further industry investment in the Bio-Mile.

CETC will also generate revenue from:

- Bio-Mile client fees for specialized technical and knowledge based services.
- Fee-based services for training and educational courses on-site and online.
- Rent and service fees from bio-incubation residents.
- Revenue from project, technical and research administration and management.
- Hosting and coordinating international seminars, training courses, and conferences.
- Revenue from successful business incubations.
- Marketing sponsorship for advertising and promotions.

It is also important to outline that CETC will be heavily integrated with Bio-Mile resident businesses, developing its plans, infrastructure and outcomes based on industry needs. The integration of bio-industrial companies will provide a competitive advantage to Bio-Mile and CETC incubation companies.

As stated in our grant application, the Clean Energy and Technology Centre will serve as a catalyst for research and innovation in clean energy in rural Alberta. Building on Drayton Valley's existing strengths and extensive experience in the bio-industry the CETC will allow for the rapid development of clean and green technologies. And furthermore, the CETC will demonstrate Alberta's commitment to innovation, rural development and the creation of a sustainable clean energy sector.

Appendix A

Payment Schedule

****REVISED OCTOBER 20, 2014****

Subject to the Agreement, the amount granted for the Project will be \$10,100,000.00, payable to the Recipient in the following installments, in accordance with completion of the associated:

1. Up to \$1,000,000 within a reasonable time after both parties have signed Agreement No. 13GRP07.
2. Up to \$1,500,000 on or before March 28, 2013:
Deliverable:
Upon submission of a detailed Project Work Plan satisfactory to the Department.
Upon receipt of progress reports as set out in C2 of Schedule "C".
3. Up to \$7,600,000 will be determined based on the Project Work Plan.
Deliverable:
Upon receipt of progress reports as set out in C2 of Schedule "C".
4. Project Start Date: March 28, 2013
5. Project Completion Date: March 31, 2016

Reporting

- **Technical Progress Reports** providing information of the Project to be provided annually. (December 2013, December 2014, December 2015).
- Financial reports accounting for all project revenues and expenditures, together with all interest earned from investment of the Grant Proceeds to be provided annually. (**Interim Financial Reports**) (December 2013, 2014, 2015)
- **Final Audited Financial Report** - within 90 days following the end of the fiscal year in which the Project was completed, the Recipient shall provide a final audited financial report, accounting for all Project revenues and expenditures (March 31, 2016).
- **Final Outcomes Report** due as soon after as Project Completion Date as may be reasonably practicable, but no later than 90 days. The Recipient shall provide a final technical report that reports on the outcomes of the Project in a format and with the minimum content as set out in Appendix "A" to Schedule "C" of the Agreement. (March 31, 2016, no later than June 30, 2016)

Payment Schedule

Deliverable	Activity Start Date	Activity Completion Date	Key Deliverables/Outputs (Show what will be produced for each Activity/Phase)	Progress Report Due	Amount Payable to Recipient
Signing of Agreement	November 2012	December 2012	<ul style="list-style-type: none"> Agreement signed by all parties and first payment received 		1,000,000
Project Work Plan		March 28, 2013	<ul style="list-style-type: none"> Submission of a detailed Project Work Plan, satisfactory to the Department. 		1,500,000
Phase I	March 28, 2013	December 31, 2013	<ul style="list-style-type: none"> Selection of Architect and Builder for CETC Finalize agreements with Architect and Builder Stakeholder Consultations for Facility Design Site selection and land acquisition finalized CETC design finalized Preliminary engineering and site design Site preparation and development CETC construction starts On-going selection of partners for CETC On-going sourcing of funding from partners Identify needs in detail for industry and clients Education and training needs to negotiated with academia for off-site delivery, prior to CETC opening Services delivery programs outlined Fees and Tenant terms to be structured Executive Board and Advisory Committees to be appointed Staff recruitment begins 	January 31, 2014	4,500,000

Annual Technical Progress Report			<ul style="list-style-type: none"> • Submission of Technical Progress Report 	January 31, 2014	
Annual Financial Report			<ul style="list-style-type: none"> • Submission of Financial Report 	January 31, 2014	
Phase II	January 1, 2014	December 31, 2014	<ul style="list-style-type: none"> • CETC construction starts • On-going selection of partners for CETC • On-going sourcing of funding from partners • Identify needs in detail for industry and clients • Education and training needs to be negotiated with academia for off-site delivery, prior to CETC opening • Services delivery programs outlined • Fees and Tenant terms to be structured • Executive Board and Advisory Committees to be appointed • Staff recruitment begins • Programs commence off-site 	January 31, 2015	1,000,000
Phase III	January 1, 2015	June 30, 2015	<ul style="list-style-type: none"> • CETC Construction on-going, opening date should be confirmed at this stage • Programs continue off-site • Staff to be recruited and employment start dates confirmed for CETC • Marketing and Recruiting campaign underway • Order required facility equipment, furnishings and supplies for CETC • Call for business incubation opportunities to be initiated for tenants to take immediate occupancy once CETC opens • Advertising for research opportunities and 	July 31, 2015	1,000,000

			<p>pilot plant projects</p> <ul style="list-style-type: none"> • Agreements with industry secured for education and training • On-going selection of partners and sourcing of funds 		
Phase IV	July 1, 2015	September 30, 2015	<ul style="list-style-type: none"> • CETC Opening date scheduled • Grand Opening to be scheduled • Off-site services and staff now transfer to CETC • Incubator and research tenants move into CETC • Bio-industry clients initiate access to CETC services • Marketing and recruitment team fully active • Education and training fully active • Revenue generation stream commences • Executive Board and Advisory Committees active • On-going engagement with industry, needs to be continually identified 	October 31, 2015	600,000
Phase V	October 1, 2015	December 31, 2015	<ul style="list-style-type: none"> • Activities continue that initiated in Phase III & IV • CETC operations fully underway • On-going project management • CETC sustainability and long term planning underway • Growth and revenue targets projected • Education and training expanded to online and distance learning. Integration of high school and post-secondary courses • Industry partners access training and 	January 31, 2016	500,000

			<p>education, resources for business development</p> <ul style="list-style-type: none"> • Business development and incubator services produce initial success • Bio-industry seminars and conferences scheduled 		
Technical Progress Report			<ul style="list-style-type: none"> • Submission of Technical Progress Report 	January 31, 2016	
Annual Financial Report			<ul style="list-style-type: none"> • Submission of Financial Report 	January 31, 2016	
Final Outcomes Report	March 31, 2016		<ul style="list-style-type: none"> • Final technical report that reports on the outcomes of the Project in a format and with the minimum content as set out in Appendix 'A' of Schedule 'C' in the Agreement. 	No later than June 30, 2016	
Final Audited Financial Report	March 31, 2016		<ul style="list-style-type: none"> • Within 90 days following the end of the fiscal year in which the Project is completed, Recipient shall provide a final audited financial report, accounting for all Project revenues and expenditures 	March 31, 2016	
Total Grant Amount					\$10,100,000

AGENDA ITEM: 10.15.	EPAC “Offer to Purchase” Agreement
Department:	Community Services
Presented by:	Councillor Wheeler
Support Staff:	Annette Driessen, Director of Community Services

BACKGROUND:

Brazeau County and the Town of Drayton Valley have collaborated on agreements for the joint ownership of the Eleanor Pickup Arts Centre. The Centre is a key element in the social fabric of the region, and both municipalities recognize the significance of the cultural and arts programming that is offered through the Centre for all residents.

The attached Offer to Purchase outlines Brazeau County’s interest in purchasing a one-half undivided interest in the lands in order to support and promote the continued operation and success of the Centre.

Town Administration has been working with its legal counsel to ensure the Agreement reflects the status of the project and legal counsel has recommended the following addition to Section 13(h):

“ . . . Notwithstanding the foregoing, the Parties acknowledge the Letter of Default issued to Gruber Construction Ltd. on October 2, 2014, regarding the concerns raised with respect to the formation and composition of the foundation of the Centre.”

Brazeau County’s legal counsel is aware of the matter and finds the proposed change acceptable. The Offer to Purchase is therefore being presented to Town Council for approval.

RECOMMENDATION:

I move that Council accept the Offer to Purchase from Brazeau County dated November 6, 2014, subject to the addition of the attached words in paragraph 13(h), such addition to be initiated by the Town’s representatives and the document returned to the County’s legal counsel for the addition to be initiated by County representatives.

WRITER'S E-MAIL smcnaughtan@rmrf.com

WRITER'S DIRECT PHONE 780.497.3362

YOUR FILE

OUR FILE

64814-214-SCM

November 17, 2014

Delivered By Courier**Attention: Annette Driessen**

Town of Drayton Valley
P.O. Box 6837
5120 - 52 Street
Drayton Valley, AB T7A 1A1

Dear Ms. Drissen:

Re: Offer to Purchase Between The Town of Drayton Valley and Brazeau County

Please find enclosed the Offer to Purchase which has been signed by Brazeau County. Please have the Offer signed where required and also initialed at paragraph 13(h) where we have typed in the agreed upon wording.

Once the agreement has been signed, please return the original to our office and we will provide it to Mr. Boyer with a request that he have County representatives initial the addition and return a copy to us.

We will be providing comments to you regarding concerns about the Joint Ownership Agreement.

If you have any questions please do not hesitate to contact the writer.

Yours truly,

REYNOLDS, MIRTH, RICHARDS & FARMER LLP

PER:



SHEILA MCNAUGHTAN, Q.C.

SCM/mln

Enclosure

1332112;November 17, 2014

OFFER TO PURCHASE

This Agreement made the date of Acceptance by the Vendor

BETWEEN:

The Town of Drayton Valley
A municipality incorporated in the Province of Alberta
(hereinafter referred to as the "Vendor")

and

Brazeau County
A municipality incorporated in the Province of Alberta
(hereinafter referred to as the "Purchaser")

WHEREAS the Town of Drayton Valley is the registered owner of certain lands situated in the municipality of Drayton Valley, in the Province of Alberta, as described in this Agreement;

AND WHEREAS the Eleanor Pickup Arts Centre is located on these lands;

AND WHEREAS the Eleanor Pickup Arts Centre and the Town of Drayton Valley have entered into an agreement dated October 10, 2013 regarding the operation and management of the Eleanor Pickup Arts Centre;

AND WHEREAS Brazeau County is interested in purchasing a one-half undivided interest in the lands in order to support and promote the continued operation and success of the Centre;

AND WHEREAS the Parties intend to set out with certainty the terms of their agreement affecting the lands;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

DEFINITIONS

1. In this Agreement:
 - (i) "Centre" means the Eleanor Pickup Arts Centre which is located on the lands described in Clause 2;
 - (ii) "Closing Date" means the first business day being at least 30 days following the Purchaser's written notice to the Vendor waiving or confirming satisfaction of the Conditions Precedent set out in Clause 9 of this Agreement;
 - (iii) "Lands" means all improvements upon, including the Centre, and the land legally described in Clause 2 or the Purchaser's one-half undivided interest as the context may dictate;
 - (iv) "Parties" means the Vendor and the Purchaser;
 - (v) "Purchase Price" is the price to be paid by the Purchaser as set out in Clause 3;
 - (vi) "Permitted Encumbrances" means those interests in the Lands set out in Clause 8;

- (vii) "Purchaser's Solicitor" means Shores Jardine LLP;
- (viii) "Society" means the Eleanor Pickup Arts Centre; and
- (ix) "Vendor's Solicitor" means Reynolds Mirth Richards & Farmer LLP.

2. The Purchaser hereby offers to purchase from the Vendor a one-half undivided interest in each of the lands legally described as follows:

Plan 5935 HW
Block 3
Lot 5
Excepting thereout all mines and minerals,

Plan 5935HW
Block 3
The North half of Lot 6
Excepting thereout all mines and minerals,

Plan 5935HW
Block 3
The South half of Lot 6
Excepting thereout all mines and minerals,

and

Plan 5935HW
Block 3
Lot 7
Excepting thereout all mines and minerals

The Purchaser offers to purchase the Lands on the following terms and conditions:

PRICE

3. The Purchase Price for a one-half undivided interest in the Lands shall be **Six Hundred and Seventy-four Thousand, Five Hundred dollars (\$674,500.00)** exclusive of applicable Goods and Services Tax.

DEPOSIT

4. The Purchase Price shall be payable as follows:
- (i) **Fifty Thousand dollars (\$50,000.00)** as a deposit (the "deposit") on account of the total Purchase Price and as security for the Purchaser's due performance of this Agreement payable upon acceptance of this offer by the Vendor;
 - (ii) The deposit shall be held in the trust account of the Vendor's Solicitors;

- (iii) The deposit shall be released unconditionally to the Purchaser upon the Purchaser providing written notice to the Vendor pursuant to Clause 11 or Clause 14(c) below;
- (iv) Subject to Clause 13 and 14, if the Purchaser fails or refuses to close the transaction contemplated in this Agreement after the Purchaser has removed or waived or both removed and waived all of the Conditions Precedent set out in Clause 9, the deposit shall be forfeited to the Vendor and the Vendor shall have no further or continuing right or claim against the Purchaser.

CLOSING

- 5. The balance of the Purchase Price (the 'Cash to Close') shall become payable on the Closing Date.
- 6. The purchase and sale of the Lands shall be completed in accordance with the following terms and conditions:
 - (i) all adjustments for taxes, rents, interest, damage (security) deposits and utilities shall be made as of 12:00 noon on the Closing Date, and all amounts which cannot be adjusted on the Closing Date because the amounts are not known shall be adjusted on a post-closing basis once the amounts become known;
 - (ii) the Cash to Close, subject to adjustments, shall be paid to the Vendor's solicitor on or before the Closing Date. The Cash to Close shall be paid by solicitor's trust cheque, bank draft or certified funds payable to the Vendor's solicitors;
 - (iii) if the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest as set out in clause 7;
 - (iv) subject to the payment of the Purchase Price, the Purchaser shall be given possession of the Lands at 12:00 noon on the Closing Date;
 - (v) the Vendor's solicitor shall provide the Purchaser's solicitor with a registrable transfer of land, a statement of adjustments and any other documentation reasonably required to effect registration a reasonable amount of time prior to the Closing Date on reasonable trust conditions which will allow the transaction to close in accordance with the terms of this Agreement;
 - (vi) The transfer of land shall provide for the registration of title in the names of the Vendor and the Purchaser as tenants in common; and
 - (vii) all normal conveyancing documents shall be prepared at the Vendor's expense. The Purchaser shall be responsible for the costs related to all land titles registration fees with respect to the registration of the transfer of land.

INTEREST

7. (i) If the Vendor fails to receive the full Cash to Close as calculated in the Vendor's statement of adjustments on or before the Closing Date, interest on the balance of the Cash to Close outstanding shall become payable until the Purchase Price is received in full.
- (ii) The per diem rate of interest payable to the Vendor shall be calculated on the basis of simple interest with an effective rate of five percent (5%) per annum.

TITLE

8. Title to the Lands shall be transferred on the Closing Date free and clear of all encumbrances or liens, save and except the Permitted Encumbrances, which are;
 - (i) Party Wall Agreement registered as Instrument 6754KQ;
 - (ii) Party Wall Agreement registered as Instrument 6755KQ; and
 - (iii) Restrictive Covenant registered as Instrument 062 548 611.

PURCHASER'S CONDITIONS PRECEDENT

9. This Offer to Purchase is subject to the following Conditions Precedent which are for the sole benefit of the Purchaser and may be waived or removed at the sole discretion of the Purchaser:
 - (i) The Purchaser:
 - a. obtaining or conducting, and
 - b. being satisfied withan inspection of the Lands, or alternatively the Purchaser receiving and being satisfied with any inspection report or records in the possession of the Vendor;
 - (ii) The Purchaser being satisfied that the Vendor's Council has complied with the requirements of section 72(1)(a) of the *Municipal Government Act*, RSA 2000, c.M-26;
 - (iii) The Purchaser's Council having complied with the requirements of section 72(1)(b) of the *Municipal Government Act*, RSA 2000, c.M-26;
 - (iv) The Purchaser, the Vendor and the Society agreeing upon the form and content of a new agreement to replace the agreement dated October 10, 2013 between the Vendor and the Society regarding the operation and management of the Centre; and
 - (v) The Purchaser and the Vendor agreeing upon the form and content of a joint ownership agreement regarding the Lands.

10. The Purchaser may, in its sole discretion, give written notice to the Vendor of the Purchaser's waiver or removal of the Conditions Precedent on or before 5:00 p.m. of the 60th day after the date of acceptance of this Offer to Purchase by the Vendor. The Parties may agree in writing to extend the date for the removal or waiver of the Conditions Precedent up to, but not more than, 120 days after the date of acceptance of this Offer to Purchase by the Vendor. If the Purchaser does not give notice to the Vendor under this Clause or Clause 11, the Purchaser shall be deemed to have given notice of waiver or removal to the Vendor under this Clause.
11. If the Purchaser intends to rely upon one or more of the Conditions Precedent not being met or satisfied, the Purchaser shall give written notice to the Vendor in accordance with Clause 22 on or before 5:00 p.m. of the 60th day (or such later date as may be agreed between the Parties under Clause 10) after the date of acceptance of this Offer to Purchase by the Vendor, and the Parties agree that upon the Purchaser's notice being given to the Vendor, neither party shall have any further or continuing right or claim against the other party, other than the return of the deposit by the Vendor to the Purchaser.

PROPERTY ACCESS

12. If required for the purposes set out in Clause 9, the Purchaser shall request in writing to enter into the Centre or onto the Lands, stating its purpose or reasons for needing access. The Vendor shall not unreasonably withhold its consent to permit such access.

VENDOR'S WARRANTIES

13. The Vendor warrants and represents to the Purchaser that:
 - a. The Vendor shall, within 15 days of the Vendor having accepted this Offer to Purchase, provide to the Purchaser any and all records and reports that the Vendor has within its power or possession relating to the value or condition or both value and condition of the Centre and the Lands;
 - b. The Vendor has full and absolute right and power to transfer to the Purchaser good and marketable title to the Lands, free and clear of any lien, claim, charge, encumbrance or interest, other than the Permitted Encumbrances;
 - c. The Vendor is a resident of Canada for all of the purposes under the *Income Tax Act (Canada)* and in particular with respect to Section 116 of the said *Income Tax Act*;
 - d. Only the Society has a leasehold interest in the Centre, which includes the right to sublease the upstairs residential apartment;
 - e. The Vendor has not received written notice of any claim or litigation pending or threatened against the Vendor or the Society regarding the Centre or the Lands or the occupancy or use thereof by the Vendor or the Society;
 - f. The Vendor has not and to the knowledge of the Vendor no one else has ever caused or permitted any hazardous material to be placed, held, located or disposed of on or

under the Lands and to the knowledge of the Vendor, the Lands have been owned and maintained in compliance with all applicable environmental laws (including without limitation, laws with respect to the disposal and admission of hazardous materials) and no enforcement actions in respect of any such laws are threatened or pending;

- g. The Lands and its present use fully comply with all applicable laws, bylaws, regulations, codes, standards and agreements enacted or administered by, or entered into with, any governmental or other authority having jurisdiction; and
- h. There is no work order, deficiency notice or other written notice from any municipality, public authority, or from anyone else advising of any breach of any bylaw, code, regulation or standard or suggestion that any repair is necessary to the Centre or any part thereof has or will have been issued at the Closing Date. Notwithstanding the foregoing, the Parties acknowledge the Letter of Default issued to Gruber Construction on October 2, 2014, regarding the concerns raised with respect to the formation and composition of the foundation of the Centre.

14. If, on or before the Closing Date, the Purchaser becomes aware that any one of the representations and warranties contained in Clause 13 are untrue, then the Purchaser may:
- a. waive in full or in part the lack of truthfulness of the said representation and warranty such waiver to be binding upon the Purchaser only if in writing and signed by either the Purchaser or the Purchaser's Solicitors;
 - b. close the transaction as contemplated herein; or
 - c. give written notice to Vendor that the Purchaser is exercising its right to refuse to close the transaction as contemplated herein;

and in either of the cases referred to in subclause (a) or (c), without limiting the Purchaser's rights against the Vendor as a result of such representation and warranty being untrue.

15. The Parties agree that each of the Vendor's representations and warranties in Clause 13 are material, will not merge and shall survive after closing.

PURCHASER'S WARRANTIES

16. The Purchaser warrants that as at the Closing Date:
- a. it is a municipal corporation duly incorporated and existing with the power, authority and capacity to carry out the transactions contemplated herein and this Agreement, duly executed and delivered, and is binding on the Purchaser in accordance with its terms; and
 - b. the Purchaser is a resident of Canada for all of the purposes under the *Income Tax Act (Canada)* and in particular with respect to Section 116 of the said *Income Tax Act*.

GOODS AND SERVICES TAX

17. The Vendor and Purchaser agree that Goods and Services Tax (G.S.T.) is applicable to the purchase and sale of the Lands.
18. The Vendor and Purchaser warrant that each is a registrant for the purposes of the G.S.T., as described in the *Excise Tax Act*.
19. Based on the warranty provided in Clause 18 above, the Vendor agrees not to require payment of G.S.T. in addition to the Purchase Price and the Purchaser shall be entitled, and is hereby required, to self-assess and remit the G.S.T. directly in accordance with the self-assessment provisions of the *Excise Tax Act*.
20. Further to Clause 19 above, the Purchaser hereby agrees to indemnify and save harmless the Vendor from and against any and all G.S.T. and interest and penalties thereon which the Vendor is or may be required to pay in respect to this Agreement.

RISK

21. The Lands are at the sole risk of the Vendor until the Closing Date.

NOTIFICATION

22. Notification by facsimile or electronic transmission is acceptable. All notices to be given to the Vendor at:

c/o Attention: Manny Deol,
Chief Administrative Officer
5120-52 Street, Box 6837
Drayton Valley, Alberta T7A 1A1
Fax Number: 780-542-5753
Email: mdeol@draytonvalley.ca

Copy Attention: Kelsey Becker-Brookes
Reynolds, Mirth, Richards & Farmer LLP
3200 Manulife Place, 10180 - 101 Street
Edmonton, Alberta T5J 3W8
Fax Number: 780-429-3044
Email: kbeckerbrookes@rmrf.com

All notice to be given to the Purchaser at:

c/o Attention: Marco Schoeninger,
Chief Administrative Officer
Brazeau County Office
Box 77, 7401, Township Road 494
Drayton Valley, Alberta
T7A 1R1
Fax Number: 780-542-7770
Email: mschoeninger@brazeau.ab.ca

Copy Attention: Craig Boyer
Shores Jardine LLP
Barristers & Solicitors
Edmonton, Alberta
Suite 2250, 10104 – 103 Avenue
T5H 0H8
Fax Number: 780-423-0163
email: craig@shoresjardine.com

INTERMUNICIPAL COOPERATION AGREEMENT

23. The Parties acknowledge that the Joint Ownership agreement contemplated in conjunction with this Agreement will be consistent with the terms set out in the Intermunicipal Cooperation Agreement dated March 31, 2011, except as otherwise set out in the Joint Ownership Agreement.

GENERAL PROVISIONS

24. The Vendor and Purchaser further agree that:
- (i) Time shall be of the essence;
 - (ii) This Agreement shall be governed by the laws of the Province of Alberta and the Parties agree to attorn to the jurisdiction of the Courts of the Province of Alberta;
 - (iii) The rights and obligations of all Parties hereunder will not merge with any conveyance carried out hereunder;
 - (iv) This Offer to Purchase constitutes the entire agreement between the Vendor and the Purchaser and there are no representations, warranties, collateral agreements or conditions affecting the Lands or the Agreement of Purchase and Sale arising out of acceptance of this Offer, other than as are set out in this Agreement;
 - (v) Should any portion of this Agreement be found by a Court of law to be unenforceable, then that portion will be struck; the remainder of the agreement will continue in full force and effect; and
 - (vi) This Agreement may only be amended upon the written agreement executed by both Parties.

ACCEPTANCE

25. This Offer, when accepted, shall form a binding agreement between the Parties. This Offer is open for acceptance until 1:00 p.m. on the 20 day of November, 2014.

(next page is 9)

IN WITNESS WHEREOF the Purchaser has executed this Offer on the 6 day of November, 2014.

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BRAZEAU COUNTY

Marco Schoeninger
Chief Administrative Officer

Per: _____

Per: _____

Corporate Seal

ACCEPTANCE OF OFFER

The Vendor hereby accepts the Offer and further agrees to sell the Lands to the Purchaser in accordance with the terms and conditions contained in the Agreement.

IN WITNESS WHEREOF the Vendor has executed this acceptance of the Offer on the _____ day of November, 2014.

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)

TOWN OF DRAYTON VALLEY

Per: _____

Per: _____

Corporate Seal

10/10/2020 10:10:10 AM
10/10/2020 10:10:10 AM

**Town of Drayton Valley Municipal Detachment
Statistical Comparison of October and Year to Date
Year 2013 - 2014**

Tuesday, November 04, 2014

CATEGORY	2013		2014		% Change	
	Oct/13	YTD	Oct/14	YTD	October	YTD
1 Offences Related to Death	0	0	0	0	0.0%	0.0%
2 Robbery	0	1	0	8	0.0%	700.0%
3 Sexual Assaults	0	3	1	7	100.0%	133.3%
4 Other Sexual Offences	0	2	0	3	0.0%	50.0%
5 Assault	15	123	13	115	-13.3%	-6.5%
6 Kidnapping/Hostage/Abduction	0	1	0	1	0.0%	0.0%
7 Extortion	0	0	0	1	0.0%	100.0%
8 Criminal Harassment	1	17	2	17	100.0%	0.0%
9 Uttering Threats	6	38	2	35	-66.7%	-7.9%
10 Other Persons	0	0	0	0	0.0%	0.0%
11 TOTAL PERSONS	22	185	18	187	-18.2%	1.1%
Break & Enter	2	54	7	65	250.0%	20.4%
12 Theft of Motor Vehicle	11	68	4	81	-63.6%	19.1%
13 Theft Over	0	7	2	12	200.0%	71.4%
14 Theft Under	55	304	20	282	-63.6%	-7.2%
15 Possn Stn Goods	3	27	4	46	33.3%	70.4%
16 Fraud	4	42	3	42	-25.0%	0.0%
17 Arson	0	1	0	1	0.0%	0.0%
18 Mischief To Property	34	249	29	299	-14.7%	20.1%
19 TOTAL PROPERTY	109	752	69	828	-36.7%	10.1%
Offensive Weapons	2	11	4	21	100.0%	90.9%
20 Disturbing the peace	13	134	6	78	-53.8%	-41.8%
21 OTHER CRIMINAL CODE	16	178	21	185	31.3%	3.9%
22 TOTAL OTHER CRIMINAL CODE	31	324	31	284	0.0%	-12.3%
TOTAL CRIMINAL CODE	162	1261	118	1299	-27.2%	3.0%
Drug Enforcement - Production	0	0	0	0	0.0%	0.0%
23 Drug Enforcement - Possession	1	37	6	59	500.0%	59.5%
24 Drug Enforcement - Trafficking	3	14	2	12	-33.3%	-14.3%
25 Drug Enforcement - Other	0	0	0	1	0.0%	100.0%
26 Total Drugs	4	51	8	72	100.0%	41.2%
Federal - General	1	9	0	2	-100.0%	-77.8%
27 TOTAL FEDERAL	5	60	8	74	60.0%	23.3%
Liquor Act	3	28	1	14	-66.7%	-50.0%
28 Other Provincial Stats	13	93	22	117	69.2%	25.8%
29 Total Provincial Stats	16	121	23	131	43.8%	8.3%
Municipal By-laws Traffic	0	7	0	6	0.0%	-14.3%
30 Municipal By-laws	7	105	2	67	-71.4%	-36.2%
31 Total Municipal	7	112	2	73	-71.4%	-34.8%
Fatals	0	1	0	0	0.0%	-100.0%
32 Injury MVAS	0	8	0	4	0.0%	-50.0%
33 Property Damage MVAS (Reportable)	25	226	22	266	-12.0%	17.7%
34 Property Damage MVAS (Non Reportable)	2	30	3	28	50.0%	-6.7%
35 TOTAL MVAS	27	265	25	298	-7.4%	12.5%
Provincial Traffic	45	438	44	420	-2.2%	-4.1%
36 Other Traffic	1	10	0	3	-100.0%	-70.0%
37 Criminal Code Traffic	14	107	7	79	-50.0%	-26.2%
38 Common Police Activities	A	B	C	D	E	F
False Alarms	17	212	24	259	41.2%	22.2%
39 False/Abandoned 911 Call	9	80	1	38	-88.9%	-52.5%
40 Prisoners Held	4	84	3	61	-25.0%	-27.4%
41 Written Traffic Warnings	0	0	0	0	0.0%	0.0%
42 Index Checks	144	843	118	930	-18.1%	10.3%
43 Fingerprints taken for Public	13	73	15	84	15.4%	15.1%
44 Persons Reported Missing	0	12	0	10	0.0%	-16.7%
45 Request to Locate	2	25	5	43	150.0%	72.0%
46 Abandoned Vehicles	4	42	4	36	0.0%	-14.3%
47 VSU Accepted	4	63	5	48	25.0%	-23.8%
48 VSU Declined	34	279	21	275	-38.2%	-1.4%
49 VSU Requested but not Avail.	0	0	0	1	0.0%	100.0%
50 VSU Proactive Referral	1	9	0	8	-100.0%	-11.1%

51

Town of Drayton Valley Municipal Detachment
Statistical Comparison of October and Year to Date
Year 2013 - 2014

October Criminal Code Summary

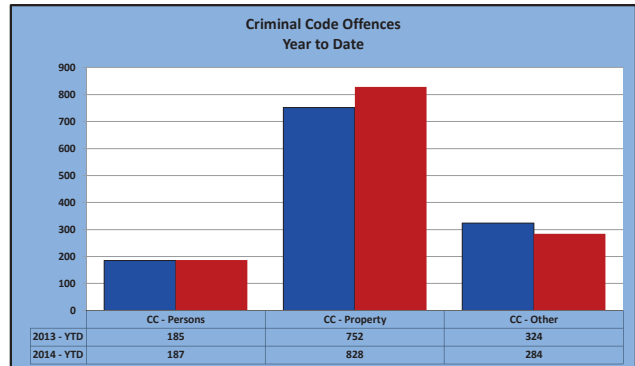
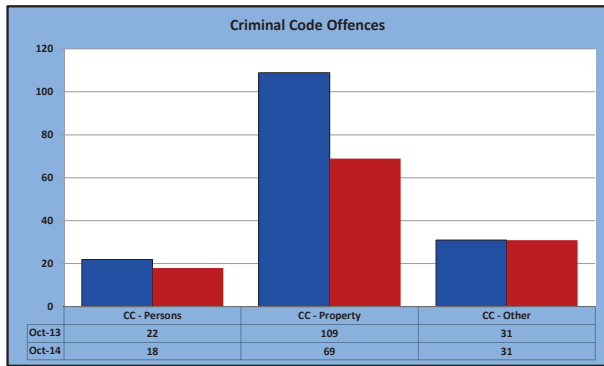
CATEGORY TOTALS	Oct-13	Oct-14	% Change
CC - Persons	22	18	-18.2%
CC - Property	109	69	-36.7%
CC - Other	31	31	0.0%
TOTAL CRIMINAL CODE	162	118	-27.2%

CLEARANCE RATES	Oct-13	Oct-14
CC - Persons	50%	78%
CC - Property	14%	17%
CC - Other	48%	68%
TOTAL CRIMINAL CODE	25%	40%

YTD Criminal Code Summary

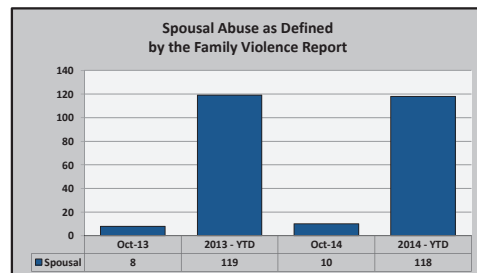
CATEGORY TOTALS	2013 - YTD	2014 - YTD	% Change
CC - Persons	185	187	1.1%
CC - Property	752	828	10.1%
CC - Other	324	284	-12.3%
TOTAL CRIMINAL CODE	1261	1299	3.0%

CLEARANCE RATES	2013 - YTD	2014 - YTD
CC - Persons	79%	84%
CC - Property	23%	20%
CC - Other	62%	68%
TOTAL CRIMINAL CODE	41%	39%



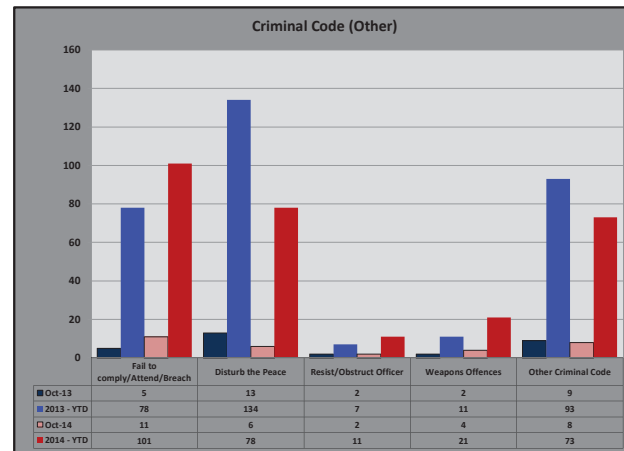
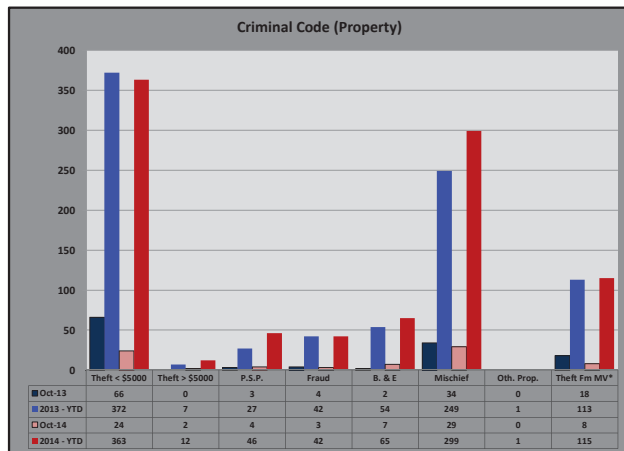
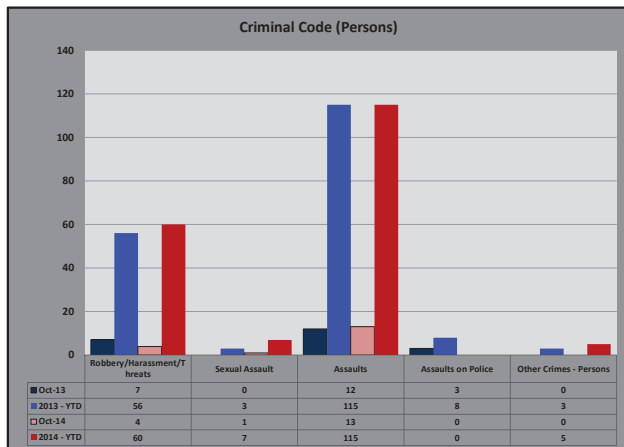
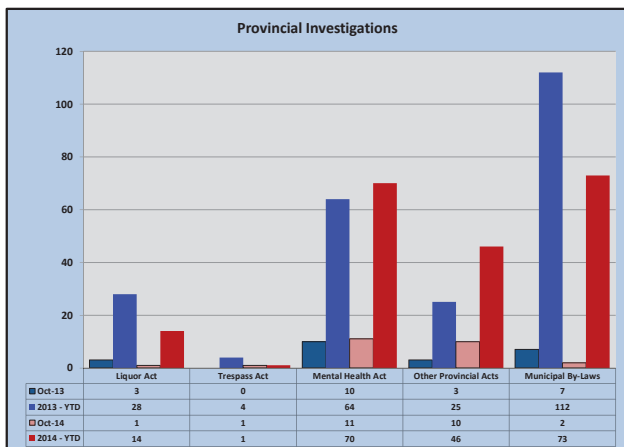
Domestic Violence Crime Data	Oct-14		
	Reported	Unfounded	Actual
Spousal Abuse - Party Charged (M or F)	4	0	4
Spousal Abuse - No Charges	9	4	5
Spousal Abuse - as defined by FVR	15	5	10
EPO - Requested			0
EPO - Issued			0
EPO - Denied			0

Domestic Violence Crime Data	2014 - YTD		
	Reported	Unfounded	Actual
Spousal Abuse - Party Charged (M or F)	35	0	35
Spousal Abuse - No Charges	131	52	79
Spousal Abuse - as defined by FVR	170	52	118
EPO - Requested			0
EPO - Issued			0
EPO - Denied			0

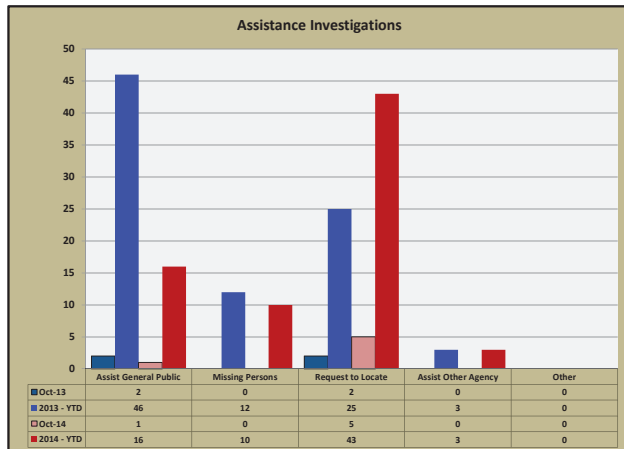
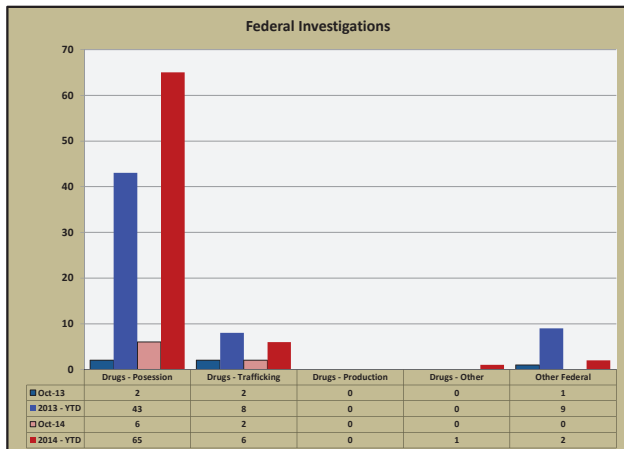


Spousal Abuse - as defined by The Family Violence Report	Oct-13	2013 - YTD	Oct-14	2014 - YTD
		8	119	10

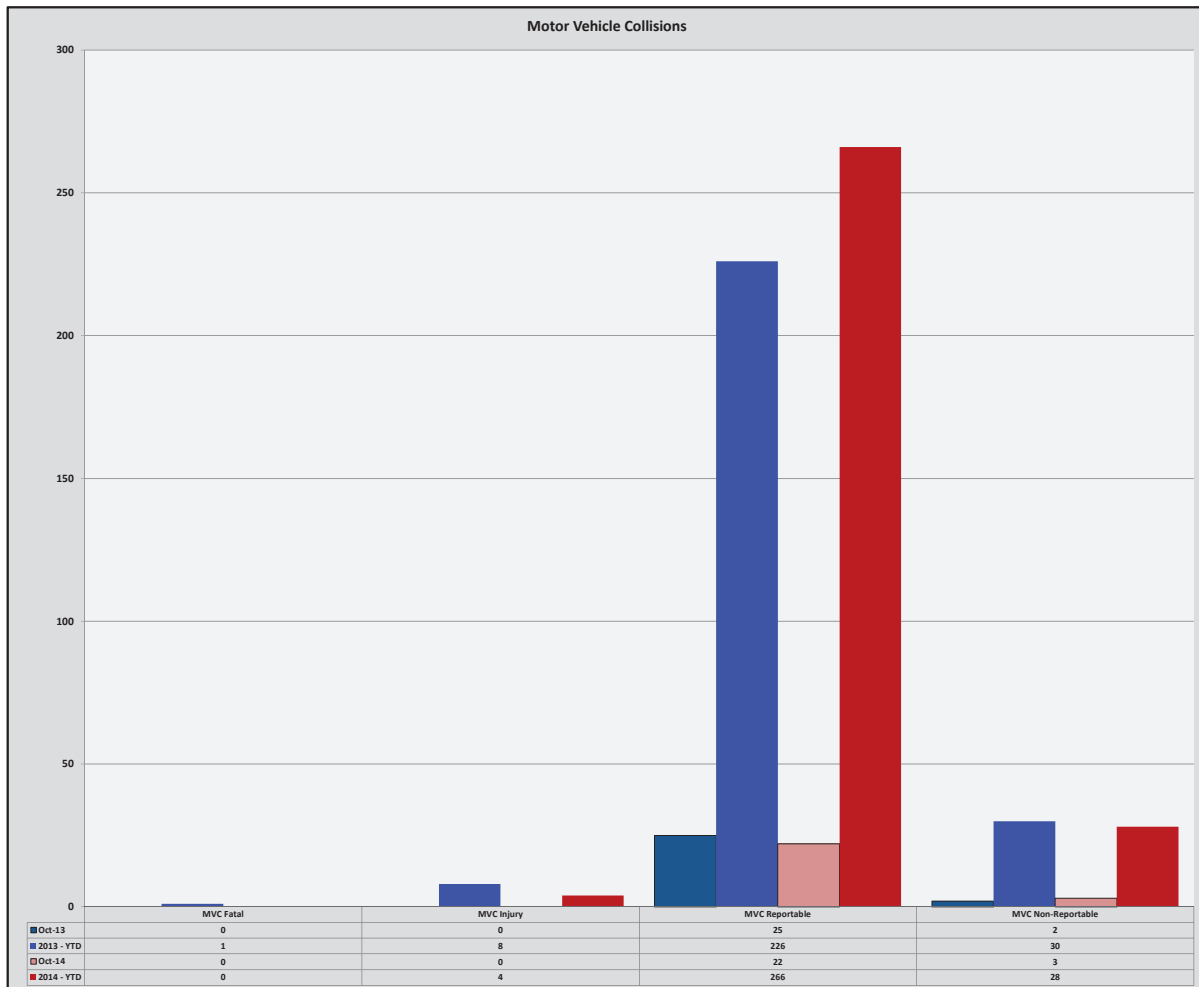
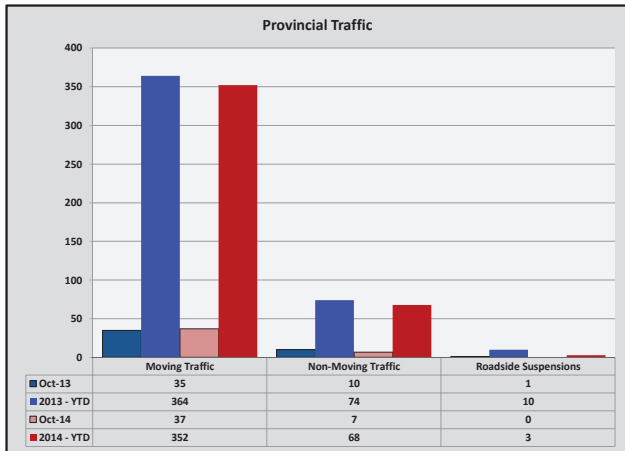
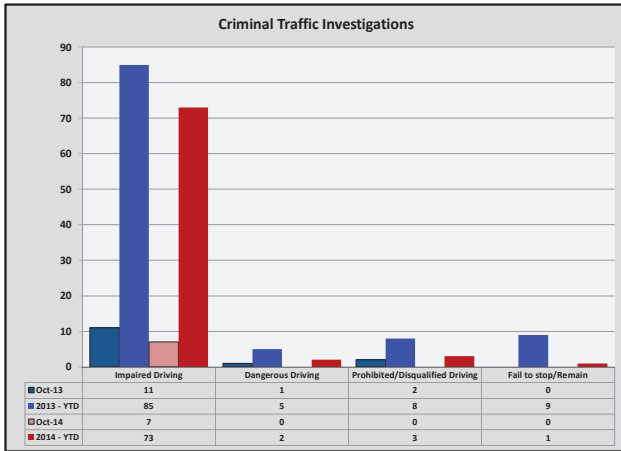
Town of Drayton Valley Municipal Detachment
Statistical Comparison of October and Year to Date
 Year 2013 - 2014



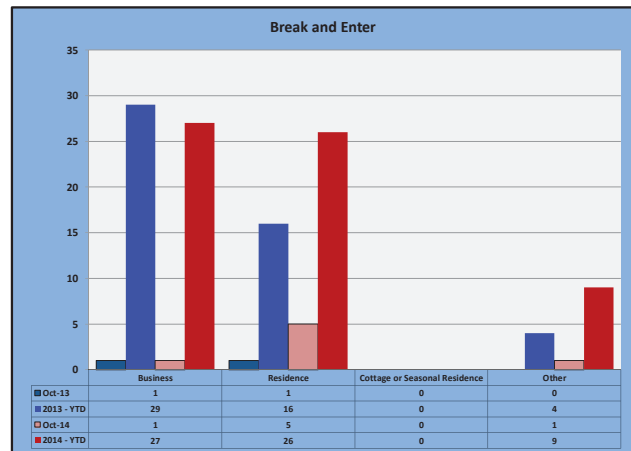
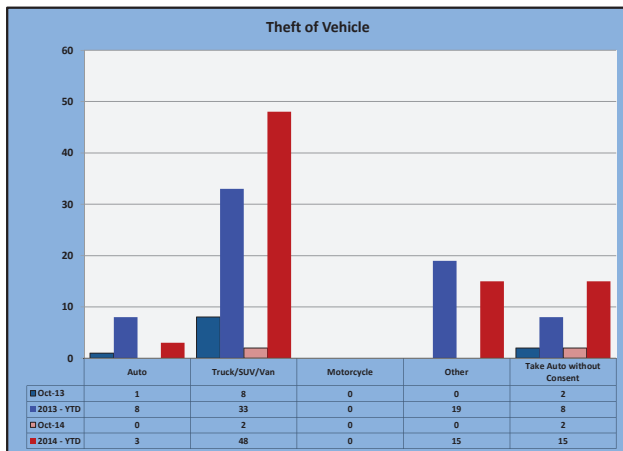
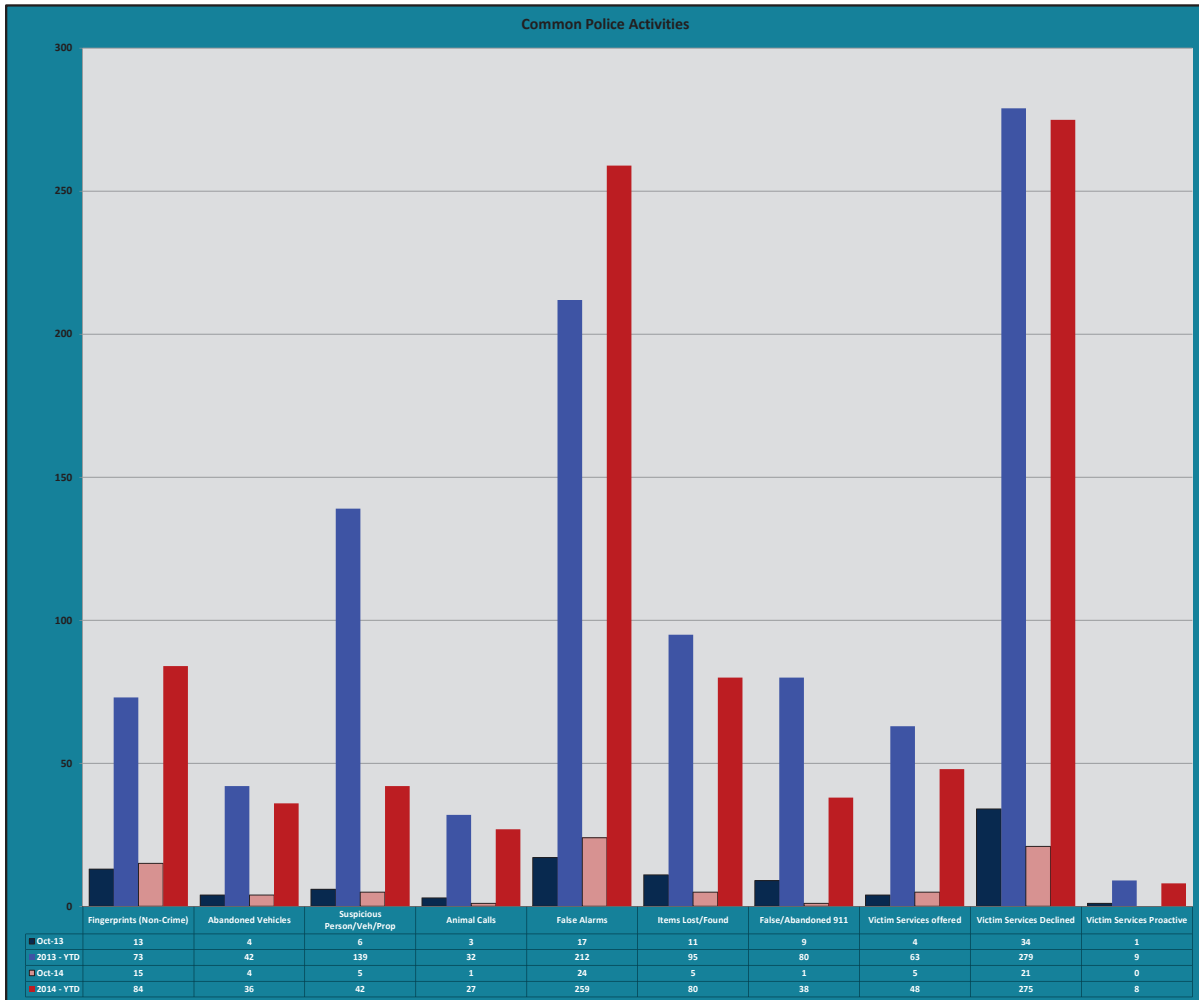
* This total also included in Theft Under \$5000.



Town of Drayton Valley Municipal Detachment
 Statistical Comparison of October and Year to Date
 Year 2013 - 2014



Town of Drayton Valley Municipal Detachment
 Statistical Comparison of October and Year to Date
 Year 2013 - 2014





DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

P.O. Box 6837
5120-52 Street
Drayton Valley, Alberta
T7A-1A1

Main: (780) 514-2216
Fax: (780) 514-2244

October 2014 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 3

Rubbish and Grass Fires- 1

Motor Vehicle Collisions- 9

Rescue Calls- 0

Alarm Calls- 6

Misc Calls- 19

Total- 38

Town of Drayton Valley

Fire Calls- 1

Rubbish and Grass Fires- 0

Motor Vehicle Collisions- 3

Rescue Calls- 0

Alarm Calls- 11

Misc Calls- 4

Total- 19



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

**P.O. Box 6837
5120-52 Street
Drayton Valley, Alberta
T7A-1A1**

**Main: (780) 514-2216
Fax: (780) 514-2244**

Brazeau County

Fire Calls- 2

Rubbish and Grass Fire- 1

Motor Vehicle Collisions- 6

Rescue Calls- 0

Alarm Calls- 8

Misc Calls- 2

Total- 19



Town of Drayton Valley
COUNCILLOR REPORT
COUNCIL MEETING
Councillor: Nancy McClure

Date: September 18, 2014

Event: Communities In Bloom National Symposium

Session Title: An Inspired City-One Destination's Creative Approach to Stimulating Tourism Prosperity

With its quaint, storied natural beauty and genuinely friendly, own to earth approach to hospitality, Charlottetown has long been an attractive tourism destination. But with a changing economic climate, the PEI capital has had to shift its focus, deriving new and creative way to introduce visitors to its vibrant, east coast atmosphere. Today, Charlottetown is creating lasting impressions and earning rave reviews as an award winning year round host of cultural Festivals, sporting events, major entertainment, and meetings/conventions-all while driving considerable economic and tourism prosperity to this small, historic city. I was very impressed with the very intentional branding of the city.

Recommended Action: Although we obviously do not have the natural setting of Charlottetown we can look at what we do have and build on those strengths. We have the potential to be a centre for sporting events and haven't really tapped into that market. We need to be as they suggest 'new and innovative'. As an economic development driver we may be in our infancy but we can definitely begin to move more intentionally in that direction.

Date: September 18, 2014

Event: Communities In Bloom

Session Title: The Inspired City-Sustainability In Practice

Comments & Value: The City of Charlottetown has been making great strides in integrating sustainability into their programs and services since the development of the Integrated Community Sustainability Plan in 2010. This presentation discussed some of the many projects that have been implemented over the past 4 years by the municipality and in partnership with community organizations. Projects profiled included active transportation, community gardens, water conservation projects and environmental education for youth.

Recommended Action: If I was looking for easily attainable possibilities I believe that 1)Lunch and Learn would be excellent to initiate especially as we are having a conversation around staff professional development. 2) Support for staff volunteerism, 3)Micro grants for sustainability plans (\$1000-2000). 3) Are we using untreated water for watering?-if not how difficult would it be to transition to this, 4) Youth education-this could be accomplished through our new sustainability coordinator.

Date: September 18, 2014

Event: Communities In Bloom

Session Title: Waste Management In Prince Edward Island

Comments & Value: Although PEI is Canada's smallest province it is also the most densely populated and its domestic water supply is all obtained from ground water. These along with other factors resulted in PEI leading the country in the development and implementation of a made in PEI waste management program "Waste Watch". EVERYTHING is source separated. They have biweekly pick up of waste and compost and monthly pick up of blue bags. There are additionally waste drop of facilities. They have some unique initiatives such as paper bags for organics, battery disposal at grocery stores and are using waste to produce heat for U of PEI.

Recommended Action: When can we start having these conversations? We (all of Alberta) is so far behind in our recycling initiatives. Long term how can we much towards a source separation model and short term what things could we do that would help move us in that direction?

Date: June 24, 2014

Event: AUMA

Session Title: Meeting With Municipal Affairs

Comments & Value: This also included reps from the Seniors Ministry which now includes Housing initiatives. There's been \$250,000,000 put forward for development of lodges over the next 4 years. The low cost housing grant has ceased. There still is a possibility but June is likely the earliest we will hear anything. When it does happen the money will come through housing authorities. Additionally there are new collaboration programs. These are planning and implementation monies. Real focus on municipal partnerships.

Recommended Action: Continue to monitor all potential grant programs especially as they relate to housing and regional collaboration.

Date: June 25, 2014

Event: AUMA

Session Title: Multiple Conversations Concerning Regional Collaboration

Comments and Value: I attended as many possible sessions and discussions on municipal cooperation that I could given the community challenge to talking about this. I met and talked with many municipal leaders that are at all stages of this discussion. The Ministry held a good session on how we could look at the difficulties to these conversations and what our priorities were for supports we need from them in order to move forward.

http://www.auma.ca/live/digitalAssets/78/78178_Playing_Nice_in_the_Sandbox_-_Intermunicipal_Relationships_-_Gordon_McIntosh.pdf

http://www.auma.ca/live/digitalAssets/82/82241_Voluntary_Amalgamation_Jim_Steveno_n.pdf

http://www.auma.ca/live/digitalAssets/82/82240_Four_Reasons_Andrew_Sancton.pdf

Recommended Action: Simple-Don't be deterred. Work with successful municipalities. Mayor of Strathcona County; Roxanne Carr was very helpful to me during discussions. Love to talk to them about their success story and to learn their challenges.

Pembina Physician Recruitment and Retention Committee Minutes for the regular meeting June 23/ 2014

The meeting was called to order at 7:45pm

In attendance: Dr. David Belcher, Marc Gressler, Vern Harrison, Deb Bossert, Christine Hammermaster, Pat Jeffery, Raquel Lara, Nahia Khaled, Keith Warren

Item 5.8 Added to the agenda accounting soft ware moved By Deb Bossert, Seconded by Nahia Khaled

Lara Harris reported that Dr. Giddey was very pleased with the welcome to Drayton Valley and is looking forward to starting his practice in the Malone Clinic on September 2 2014.

Dr Brooks will be coming to Drayton for a site visit on the 14th of August until the 17 th. Plans for the site visit will be developed at the July 28 meeting as we have two days to show her around.

Pat Jeffery has the plans for the Canada Day booth at the park organized.

Nahia Khaled reported that the new web site was about 60% finished.

5.1 Budget discussion was tabled to the July meeting moved by Deb Bossert, seconded by Marc Gressler. Carried

Items 5.2, 5.3, 5.4 were tabled due to time moved by Raquel Lara seconded by Deb Bossert. Carried

Item 5.7 Deb Bossert to work with the treasure on the new accounting program information item.

Funding for the Giddey family move was increased to 6500.00 dollars moved by Marc Gressler, seconded by Nahia Khaled. Carried

The meeting was adjourned at 9:15

**Pembina Physician Recruitment and Retention Committee
Pembina Room Drayton Valley Hospital
July 28, 2014, 7:00 p.m.
Board Minutes**

		Attended	Absent
Warren, Keith	President	X	
Jeffery, Patricia	Vice President	X	
Vatter, Jeannette	Secretary	X	
Lara, Raquel	Treasurer		X
Bossert, Deb	Director/ Town Rep	X	
Belcher, Dr. David	Director		X
Gressler, Marc	Director/County Rep	X	
Harries, Lara	Director		X
Harrison, Vern	Director	X	
Khaled, Nahiba	Director		X
Peyton, Dr. Michael	Director/ Dr. Rep		X
Schell, Bernie	Director	X	
Wheeler, Fayrell	Director	X	
Hanel, Jamie	AHS		X
Hammermaster, Christine	AHS		X
Malone Clinic, Heather			X
Guest - Shular, Dean	Telus/Sr. Reg Market	X	

1. Call the meeting to order.

As the newly elected President, Keith Warren called the meeting to order at 7:25 p.m.

2. **Additions and approval of agenda**

- Dean Shular, Telus – Presentation on Fiber Optic
- Move financials to next meeting
- Scotia Bank – authorization of new executive signatures

Deb Bossert moved and Pat Jeffery seconded that we accept the agenda of July 28, 2014, as presented with the above additions. Motion carried.

3. **Minutes of June 23, 2014, AGM and Regular Minutes**

Marc Gressler moved and Vern Harrison seconded that the minutes of the June 23, 2014, AGM minutes be approved as presented. Motion carried.

Jeannette Vatter asked about the AGM being advertised. Notice should be given to the public as per our bylaws and proper time frame given.

Fayrell Wheeler moved and Vern Harrison seconded that the minutes of the regular meeting be approved as presented and noted a number of spelling errors. Motion carried.

Presentation by Telus – Dean Shular

Dean Shular, Sr. Regional Market Manager was welcomed to the meeting and was asked to give the Board Members a presentation on the new installation of the Fiber Optic line being installed in Drayton Valley. Dean reported the following:

- The fiber optic line is being installed in the Town as Drayton Valley and some areas in the County
- Dean encouraged everyone to sign up as the initial installation is free – in the future there could be a substantial charge for this. To date approximately 75% have given their consent and there is still time to sign up if you have been missed.
- Drayton Valley is being used as a pilot and there are other opportunities that come with this program.
- Telus wants to be profiled in the community and especial in the health section. There may be opportunities for them to sponsor health events such as the yearly Physicians Dinner. Guidelines have not been established as yet but the contact person is Dallas Bowler.
- Dean asked for a contact person from our committee. Fayrell Wheeler agreed to be the contact person for this committee.

New Business

5.2 **Appointment of Auditors**

- It was noted that according to our Society, two Board Members are able to conduct the audit.
- It was noted that our year end is now March 31 – fiscal year April 1-March 31 - according to our by-laws.
- Pat Jeffery and Fayrell Wheeler volunteered to conduct an audit.

Resolution – Appointment of Auditors 2013-2014

Marc Gressler moved and Jeannette Vatter seconded that Pat Jeffery and Fayrell Wheeler be authorized to conduct an audit for the PPRRC for the period ending March 31. Motion carried.

Date set was August 5, 2014, at 10:00 a.m.

5.3 **Expense Claim Form – tabled to next meeting.**

5.4 **Drayton Valley Community Foundation**

PPRRC members do not know the function of the DVCF. We have a flow-through fund set up with the DVCF. Donations are made to the Foundation on our behalf, and donors receive an official tax receipt and we then receive the funds through the Town of Drayton Valley.

Resolution – Drayton Valley Community Foundation Presentation

Pat Jeffery moved and Bernie Schell seconded that we ask Raquel Lara to arrange to have a presentation by the Drayton Valley Community Foundation. Motion carried.

5.5 **Site Visit**

Thursday, August 14, 2014

- Dr. Esnielle Brooks will be visiting Drayton Valley – arriving on August 14, 2014.
- Booked in at the Super 8 – Deb Bossert will arrange to have snacks, fruit and flowers in her room
- Keith will arrange a delegation to welcome Esnielle on Thursday, August 14, 2014, when she arrives.

Friday August 15, 2014

- Morning will visit Malone Clinic, and possibly the hospital
- Lunch – not certain yet – Keith will check on this
- Afternoon – Community tour, Rotary trails, pool, public health
- 6:00 p.m. Supper either at Marc's or Fayrell's – pot luck

Saturday, August 16, 2014

- Possible tour to Miette Hot Springs – all Board Members welcome to attend as well

Special meeting is being planned for August 13, 2014, at 7:00 p.m. at the Pembina Room, to finalize the events for this visit.

Financial – Keith Warren

- Financials are being tabled to the next meeting and Deb will work with the new Treasurer to set up on Quick Books.
- Keith reported we have \$4200.00 in account - \$2500 goes to website and \$1650 for rent.
- Keith will approach the Brazeau County for their portion of funding.

Website – Fayrell Wheeler

Fayrell gave an update on the website and should be active in the very near future. Need information and will have links to various stakeholders. Requested that we have room to load our organization documents on the site to secure for future.

Adjournment and Next Meeting

The next meeting will be August 13, 2014, for site visit finalizing and August 25, 2014, for our regular monthly meeting.

Pat Jeffery moved we adjourn at 8:58 p.m.

Keith Warren, President

Jeannette Vatter, Secretary

**Pembina Physician Recruitment and Retention Committee
Pembina Room Drayton Valley Hospital
July 28, 2014, 7:00 p.m.
Special Board Minutes**

Attendance: Pat Jeffrey, Jeannette Vatter, Vern Harrison, Bernie Schell, Deb Bossert, Marc Gressler, Keith Warren, Fayrell Wheeler

Absent: David Belcher, Lara Harris, Nahiba Khaled, Raquel Lara

1. Call to Order

In the absence of President Raquel Lara, Vice President Pat Jeffrey, called the meeting to order at 7:06 p.m.

2. Approval of Agenda for July 28, Special Meeting.

Keith Warren moved and Fayrell Wheeler seconded that the July 28th agenda be approved as presented. Motion carried.

- 3. Resignation of President** –Vice Present, Pat Jeffrey informed the members that Raquel Lara has informed the Board that she is stepping down from the position of President due to her current workload.

Resolution – Resignation of President

Jeannette Vatter moved and Marc Gressler seconded that we accept the resignation of Raquel Lara as President. Motion carried.

4. Resignation of Secretary-Treasurer

Keith Warren announced that he will be stepping down as Secretary-Treasurer. Keith would like to put his name forward as President.

Resolution – Resignation of Secretary-Treasurer

Vern Harrison moved and Bernie Schell seconded that we accept the resigned of Keith Warren as Secretary-Treasurer. Motion carried.

5. Election of President

Pat Jeffrey opened up nominations for the position of President.
Keith Warren volunteered to be President
Pat called for nominations three times

Resolution – Election of President

Jeannette Vatter moved and Deb Bossert seconded that nominations cease for the position of President. Motion carried.

Keith Warren declared as President by acclamation

6. Election of Secretary-Treasurer

There was some discussion about the Secretary-Treasurer being one position to be held by one person or should it be two positions.

Raquel Lara had volunteered to take on the Treasurer position and Jeannette Vatter volunteered to take on the Secretary position.

Pat opened up nominations for the position of Treasurer.

Pat called for nominations three times.

Resolution - Election of Treasurer

Fayrell Wheeler moved and Keith Warren seconded that nominations cease for the position of Treasurer. Motion carried.

Raquel Lara declared as Treasurer by acclamation.

Pat opened up nominations for the position of Secretary.

Pat called for nominations three times.

Resolution – Election of Secretary

Vern Harrison moved and Marc Gressler seconded that nominations cease for the position of Secretary. Motion carried.

Jeannette Vatter declared as Secretary by acclamation.

Pat Jeffrey moved the meeting be adjourned at 7:23 p.m.

Patricia Jeffery, Vice President

Jeannette Vatter, Recording Secretary

**Pembina Physician Recruitment and Retention Committee
Pembina Room Drayton Valley Hospital
August 25, 2014, 7:00 p.m.
Board Minutes**

		Attended	Absent
Warren, Keith	President	X	
Jeffery, Patricia	Vice President	X	
Vatter, Jeannette	Secretary	X	
Lara, Raquel	Treasurer	X	
Belcher, Dr. David	Director		X
Bossert, Deb	Director/ Town Rep	X	
Gressler, Marc	Director/County Rep	X	
Harrison, Vern	Director	X	
Khaled, Nahia	Director		X
Peyton, Dr. Michael	Director/ Dr. Rep		
Pickett, Marti	Director/PCN		X
Schell, Bernie	Director	X	
Wheeler, Fayrell	Director	X	
Hanel, Jamie	AHS	X	
Harries, Lara	AHS		X
Hammermaster, Christine	RPAP		X
Barrett, Heather	Malone Clinic		X

1. Call the meeting to order.
2. **Additions and approval of agenda**

5.5 Letter to the Town of Drayton Valley for Funding Request

5.6 Drayton Valley Community Foundation Follow Up

5.7 RPAP Community Award – should be put in an award at the conference

Marc Dressler moved and Fayrell Wheeler seconded that we accept the agenda of August 25, 2014, with the above additions. Motion carried.

3. **Minutes of July 28, 2014, Special and Regular Minutes**

Fayrell Wheeler moved and Pat Jeffery seconded that the minutes of the Special and Regular Meeting minutes of July 28, 2014, be approved as presented. Motion carried.

4. OLD BUSINESS

4.1 Debriefing on Site Visit

Dr Esnielle Brooks and her husband Arnold Killiam visited Drayton Valley on August 14, 15, and 16, 2014.

The Committee had some pros and cons on their visit and comments from the prospective doctor:

- The Doctor and her husband drove in from the 50th Avenue entry and were immediate struck by the amount of the industrial area – later on they did visit the east side of town, which is more residential and had a better feel for the Town.
- In driving through the residential area were impressed with the houses that were available. They were also impressed with how clean the Town was.
- First impressions were they were very positive and impressed with the personal connections and relationships. The visit was designed to what their interests' were.
- Dr Brooks just had major surgery and was unable to take part in the hike at Miette, although was very happy to go to Jasper.
- Dr. Brooks was very happy with the welcome basket left in her room, which consisted of some refreshments and a Canadian Magazine.
- Hospital, Health unit, and clinic staff welcomed them and that went very well.
- Jamie Hanel reported that Val Larsen along with Dr. Belcher toured them around the hospital and comments were very positive
- Members felt the last minute planning went very well from the Thursday night supper, the Friday tour of the Town and the major facilities and then the gathering at the ski chalet to the tour to Miette and Jasper on Saturday. The opportunity to meet and talk to the new Dr. Getty was also a bonus.

4.2 Website – Fayrell Wheeler

- Fayrell reported that the design of the website is coming along
- There is a people and culture page of Drayton Valley
- Will have links to EPAC, The Max, Communities in Bloom, Farmers Market, TITV DR, Eagle Park, Walking Trails, Triathlon, Agricultural Society and their rodeos, Hearts for Lushoto, Santa Parade, Ski Trails, and Drayton Valley Players.
- Launch of the website is expected to be September 30 - will need feedback and last minute changes at our next meeting
- There will also be Lock box for Members for documents, such as by laws, minutes and agendas, etc.

5.0 New Business

5.1 Fall Appreciation – Date and Venue

- Fall appreciation – meeting with Telus and they are willing to help fund an appreciation evening in the fall for physicians
- Was suggested that we have the event during the first week in November
- Dean Shular had made a presentation to the committee and proposed that Telus help sponsor the yearly Physicians Dinner.
- Telus will have a speaker, and will direct their information to the opportunities that Telus will be able to provide from a medical standpoint.

- Was suggested that we balance the evening with a speaker and entertainment
- Fayrell will check venues, and see if the MacKenzie Conference Centre is available and the Max was also suggested
- Fayrell is willing to head this committee up and all members are willing to help with the planning

5.2 - Presentation from Marti Pickett Executive Director of PCN

Marti was absent; although he has been approached to join our committee to represent the PCN and has been asked to give an update as to the progress of the PCN program

5.3 Budget plan for 2014-2015

**Pembina Physician Recruitment and Retention Committee
Operating Budget 2014-2015 April 2, 2014-April 1, 2015**

PPRR Committee Expenses

Website Maintenance	1,000.00	
Event - Marketing	500.00	
Materials - promotional, pens, drive, etc.	500.00	
Appreciation dinner	2,500.00	
Conference and mileage	1,500.00	
Doctors appreciation	500.00	6,500.00

Doctor Recruitment and After Care

Site Visits - (3-4 per year)	4,000.00	
After Care - doctors settling in DV	12,000.00	16,000.00

Total **\$ 22,500.00**

Possibility of a loan to the doctors was discussed, and thought we could provide assistance through a financial lender, Concept of a loan would be to provide assistance in getting settled

Resolution – Approve 2014-2015 Budget

Raquel Lara moved and Vern Harrison seconded that we approve the proposed budget for the 2014-2015 budget year to end April 1, 2015. Motion carried.

Resolution - April 1, 2011 – April 1 2014 Financial Reports

Fayrell Wheeler moved and Pat Jeffery seconded that we accept the financial reported as amended and that final reports be forwarded to the Town and County for their information. Motion carried

5.4 Review Work Plan – tabled to next meeting

5.5 Letter to the Town of Drayton Valley

- The Town has requested financial reports and the 2014-2015 budget
- The County has approved funding in place, and the PPRRC committee is able to request when needed and it was suggested that we make the same suggestion to the Town.
- The amount requesting is \$10,000.00 to cover the proposed budget

5.6 DVCF follow up – tabled – Raquel will contact and arrange for a presentation

5.7 RRAP

- Keith reported that Christine Hammermaster from RRAP suggested that our committee be submitted for the Award of Distinction at the Conference in October
- Suggested we apply for the community award which is due September 5th
- It was suggested we wait until next year for the committee as well as the physician award - not go with this year

6. Reports

6.1 Treasurer’s Report

Audit – 2013-2014

Deb Bossert reported that an audit had been completed for the 2013-2014 - found some interesting entries from the beginning and hard time tracking and the flow through from the DVCF

6.2 and 6.3 RPAP and Alberta Services Report – absent

7. Adjournment and Next Meeting

The next meeting will be September 22, 2014,
Jeannette reported she will not be in attendance, and Raquel Lara offered to record minutes for that meeting.

Pat Jeffery moved the meeting be adjourned at 9:11 p.m.

Keith Warren, President

Jeannette Vatter, Secretary

Pembina Physician Recruitment and Retention Committee

Drayton Valley Hospital (Pembina Room)

September 22, 2014 @ 7 PM

Board Minutes

In attendance:

Dr. David Belcher

Deb Bossert

Marc Gressler

Pat Jeffery

Vern Harrison

Raquel Lara

Bernie Schell

Fayrell Wheeler

1. Call the meeting to order.

Keith Warren (Committee Chair) was away. Pat Jeffery (Committee Vice-Chair) called the meeting to order at 7:05 PM.

2. Additions and approval of agenda

Agenda was not provided for this meeting. Minutes from last meeting were used to guide today's discussion.

3. Minutes from last meeting

Deb Bossert moved and Fayrell Wheeler seconded that minutes of the August 25, 2014 be approved as presented. Motion carried.

4. New Business

4.1. Fall Appreciation

- Fayrell will send email to PPRRC members regarding guest list
- Estimated cost: \$3265.00
 - Telus to donate \$3500
- Date: November 13, 2014
 - Cocktails @ 5:30 PM
 - Dinner @ 6 PM
- Tentative list of activities
 - Dance Performance
 - Telus Presentation
 - DV Mayor/County Reeve Address
- Invitations will mention Telus as the sponsor of the event

- Invitations will be given to individual doctors. This event will be invite only.
- Décor
 - Flower Farm
- Meal
 - Cobblestone to cater
- Idea: Provide each attendee with a complimentary drink ticket

Resolution – Fall Appreciation Drink Tickets

Raquel Lara moved and Deb Bossert seconded that all attendees of the Fall Appreciation will receive a complimentary drink ticket. PPRRC will cover the cost incurred by the complimentary drink tickets. Motion carried.

4.2. Website – tabled to next meeting

4.3. PCN

- Invitation extended to Marty Pickett to be a PPRRC member
- Pat Jeffery to invite Marty Pickett to present at October meeting

4.4. Brainstorming for DV Town Council

- Deb Bossert brought to our attention that DV Town Council would like PPRRC to provide a list of ways in which our committee would use funds to recruit doctors to our community
- Deb Bossert mentioned she would like PPRRC to approach DV Town Council for \$10 000 in funds after we have proposed viable usage of funds
- Ideas: U of A Scholarships, incentives for perspective doctors, Skills Day
- Idea: Invite recruited physicians for an informal conversation regarding incentives, etc.
 - Suggestion: Approach Dr. Cody Thompson and Dr. Joel Giddy for an informal conversation @ November meeting (Dr. Thompson) and @ January meeting (Dr. Giddy)
 - PPRRC to come up with an outline of items to ask both Drs @ October meeting

4.5. DVFC

- Brandi Fredrickson to present at October meeting

4.6. Mayor's Gala

- Idea: Thank you card to DV Mayor and Town Council re: Mayor's Gala

5. Reports

5.1. RPAP - No report

5.2. ABHS – No report

5.3. Treasurer

- Account balance as of September 19, 2014 is \$10 521.20
- Brazeau County cheque received and deposited

Resolution – Reimbursement (Keith Warren)

Raquel Lara moved and Deb Bossert seconded that Keith Warren be reimbursed \$800. Motion carried.

6. Adjournment and Next Meeting

The next meeting will be held October 27, 2014.

Fayrell Wheeler moved and Deb Bossert seconded that meeting be adjourned at 8:21 PM.

Pembina Physician Recruitment and Retention Committee Minutes for
AGM PPRRC June 23 2014

The AGM was called to order at 7:05pm

Attendance: Dr. David Belcher, Marc Gressler, Vern Harrison, Deb Bossert, Christine Hammermaster, Pat Jeffrey, Raquel Lara, Nahia Khaled

Raquel gave a report on the activities of the committee for the year:

- Pat Jeffery, Keith Warren, and Dr. Mike Peyton reported to both the county and the town councils on the work being done by the committee and received a commitment from the county to fund up to 10,000.00 dollars per year for the recruitment of Doctors for the Pembina area.

- An appreciation dinner was held in November

- Christmas cards with tickets for the two clinics were sent in December

- Two Drs visited Drayton but both elected to practice in other towns

- Dr. Giddey and family were welcomed into our community in June and Dr. Giddey will be starting practice in Drayton Valley in September.

- The web site is been completed for the PPRRC by Media shaker and should be ready for September.

- Elections were held for the year May 1 / 2014 to April 30 /2015 with the following results: President : Raquel Lara

Vice-President: Pat Jeffery

Secretary-Treasurer: Keith Warren

All the executive positions were acclaimed

- The financial statements are being moved from a spread sheet format to Quick-Book accounting format for presentation at the July 28,2014 meeting.

The AGM was adjourned at 7:40pm

November 13, 2014

Honourable Jim Prentice
Premier of Alberta
Office of the Premier
307 Legislature Bldg
10800-97 Avenue
Edmonton, AB
T5K 2B6



DRAYTON
VALLEY

Dear Premier Prentice,

On behalf of the Town of Drayton Valley, I would like to recognize your commitment to working with communities to align solutions and outcomes around issues pertaining to poverty and homelessness. Poverty reduction and ending homelessness were introduced as priorities of the Government of Alberta in the 2011 Social Policy Framework. Since that time the Provincial Government has done a commendable job working with Alberta's seven largest municipalities to reduce homelessness in those communities. It is of concern to us however, that the Government of Alberta is focusing solely on urban centres in regards to this issue. While homelessness may be most apparent in these areas, we can attest it is an issue that affects our, and many other rural communities.

After several years of hearing anecdotal evidence from local service providers we, with the help of the Alberta Rural Development Network (ARDN) and the Government of Canada's Homelessness Partnering Strategy (HPS), conducted a research project to determine the nature and causes of homelessness in our community. With the information gleaned from that study, we were able to develop a 5 Year Homelessness and Poverty Reduction Plan. Since the conclusion of our study late last year, several other rural municipalities have begun the process of conducting their own assessments of homelessness in their communities. With \$12,000,000 in applications, and only \$2,000,000 over five years in federal funding, the ARDN must unfortunately let many worthy projects go unfunded. The Alberta Centre for Child Family and Community Research more recently conducted a pan-Alberta project that specifically noted the uniqueness of rural homelessness from its urban counterpart and its diversity in character and cause across communities. There is anecdotal evidence to suggest that as many as 40% of homeless people in Edmonton and Calgary are from rural Alberta communities. With this mounting evidence, it is clear that rural communities must be included if we truly hope to eliminate homelessness in our province.

To further our shared goal of reducing and eventually eliminating homelessness in our communities we would strongly encourage the Government of Alberta to match the support provided by the Government of Canada to create and support programs, services and infrastructure to address rural and remote homelessness in Alberta. Given the Alberta Government's total allocation towards ending homelessness, this would be a relatively small investment with potentially large societal and economic returns.

The purpose of this letter is to commend your government's continued commitment to ending homelessness and to encourage you to include rural Alberta in that commitment. I would also respectfully encourage your officials to contact Dee Ann Benard at the ARDN to discuss the steps many rural Alberta municipalities are already taking to address homelessness and ways in which the Government of Alberta can support their efforts. She may be reached by phone at 780-449-1006 ext. 223 or by email at exec.dir@ardn.ca.

Sincerely,


Glenn McLean, B.A., J.D.
Mayor of the Town of Drayton Valley

5120 - 52nd St. Box 6837, Drayton Valley, AB T7A 1A1 Canada Tel. 780-514-2200 Fax. 780-542-5753 www.draytonvalley.ca



Brazeau
Seniors Foundation

5208 – 47 Ave Drayton Valley, AB T7A 1N7
Phone: (780) 542 – 2712
Fax: (780) 542 – 2765
E-mail: bsf@telusplanet.net

November 5, 2014

Krystle Kotyk, Administrative Assistant
Town of Drayton Valley
Box 6837
Drayton Valley, AB T7A 1A1

Dear Ms. Kotyk:

RE: Board of Director Meeting Minutes

Please find enclosed a copy of the September 11, 2014 approved Meeting Minutes of the Brazeau Seniors Foundation Board of Directors.

Sincerely,
BRAZEAU SENIORS FOUNDATION

Cindy Trudgian,
Administrative Assistant

encls

RECEIVED
Nov 19/14
KK



Brazeau
Seniors Foundation

5208 – 47 Ave Drayton Valley, AB T7A 1N7
Phone: (780) 542 – 2712
Fax: (780) 542 – 2765
E-mail: bsf@telusplanet.net

MEETING OF THE BOARD OF DIRECTORS
Shangri-La Lodge, Drayton Valley
September 11, 2014
2:00 pm

ATTENDANCE:

Directors Present:

Jeannette Vatter, Chairperson
Dean Shular, Vice-Chairperson
Janet Young
Francine Fairfield
Marc Gressler

Member at Large – Drayton Valley
Town of Drayton Valley
Village of Breton
Member at Large – Brazeau County
Brazeau County

Directors Absent:

Administration Present:

Stella Keller
Cindy Trudgian

Chief Administrative Officer
Administrative Assistant

Guest:

1.0 CALL TO ORDER

J. Vatter called the meeting to order at 2:00 pm.

2.0 AGENDA

2.1 ADDITIONS TO THE AGENDA

Operations Report; 6.1.5 Strategic Planning Meeting
New Business; 7.1 Joint Housing Committee
Correspondence; 8.3 To: Brazeau County

2.2 APPROVAL OF AGENDA

Resolution #14-09-01: Moved by F. Fairfield to approve the agenda with additions.

Motion ...Carried Unanimously

3.0 APPROVAL OF MINUTES

3.1 MINUTES FROM THE JULY 29, 2014 REGULAR BOARD MEETING

Resolution #14-09-02: Moved by J. Young to approve the minutes of the July 29, 2014 Regular Board Meeting.

Motion ...Carried Unanimously

3.2 BUSINESS ARISING OUT OF THE MINUTES

None at this time

4.0 FINANCIAL

4.1 FINANCIAL REPORTS - Foundation

4.1.1 Foundation Payable Disbursements for July 2014.

Resolution #14-09-03: Moved by D. Shular to accept the Payable Disbursements as information.

Motion ...Carried Unanimously

4.1.1.1 Visa Payable for July 2014

Resolution #14-09-04: Moved by M. Gressler to accept the Visa Payable as information.

Motion ...Carried Unanimously

4.1.2 Foundation Balance Sheet as of July 31, 2014

Resolution #14-09-05: Moved by J. Young to accept the Balance Sheet as information.

Motion ...Carried Unanimously

4.1.3 Foundation Statements to July 31, 2014

4.1.3.1 Central Services/Lodge

Resolution #14-09-06: Moved by D. Shular to accept the Central Services/Lodge Statements as information.

Motion ...Carried Unanimously

4.1.3.2 Provincial Housing Units

Resolution #14-09-07: Moved by J. Young to accept the Provincial Housing Units Statements as information.

Motion ...Carried Unanimously

4.2 FINANCIAL REPORTS – Urban Housing

4.2.1 Urban Housing Payable Disbursements for May thru July 2014.

4.2.2 Urban Housing Balance Sheet as of July 31, 2014

4.2.3 Urban Housing Financial Statements to July 31, 2014

Resolution #14-09-08: Moved by D. Shular to accept the Urban Housing Payable Disbursements, from January to July 2014 as information.

Motion ...Carried Unanimously

Resolution #14-09-09: Moved by J. Young to accept the Balance Sheets and Financial Statements as of July 2014 as information.

Motion ...Carried Unanimously

4.3 BOARD MEMBER EXPENSE

4.3.1 Board Member Expense for July and August 2014.

Resolution #14-09-10: Moved by D. Shular to approve the Board Member Expenses for July in the amount of \$1064.46, and for August in the amount of \$200.00.

Motion ...Carried Unanimously

5.0 OLD BUSINESS

None at this Time

6.0 REPORTS

6.1 OPERATIONS REPORT

6.1.1 Operations Report

Operations Report was verbally reviewed by S. Keller.

CENTRAL SERVICES

- Finance Update – The Foundation is in the process of reconciling and reviewing major areas within our organization. Things are going well. We are building a more formalized structured process, implementing some new systems and developing a procedures manual.



- Maintenance Update – Our Maintenance III worker is doing well and learning the ropes.
- Our Housing Manager is leaving her position effective September 30, 2014. This position will be changing and has not been filled.
- I am looking at expanding our Central Service Team and have some preliminary information. I will be seeking approval to insert them into next year's budget and cover them in the remaining year.

Shangri-La Lodge

- Shangri-La Lodge has been experiencing an increase in seniors applying at the Lodge. Looks like we are going to be full by the end of the month. (Less the rooms to be renovated)
- The Lodge parking lot has serious pot holes. I have contacted the Contractor that was hired by Municipal Affairs to do the work at Wishing Well. The cost is significant due to the fact that one area needs to be reinforced and patched from the base level.

Housing Projects

- Camp 5 Paving Ltd. – Has commenced development of the new parking stalls at Lezure Lea
- The same company will do the resurfacing of the Wishing Well parking lot.
- We have some vacancies in our housing projects and expect they will fill in the Fall.

Regenerate and Retrofit – Shangri-La Lodge

- The tender process has commenced. John Murray Architects had several contractors through to view the project.

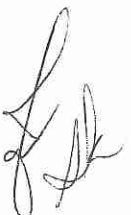
Urban Housing Program

There are a few vacancies. Our tenants from the original entry six years ago are slowly moving out this year and some of these tenants are purchasing homes.

6.1.2 Vacancy Report

As of September 1, 2014 the Shangri-La Lodge has 75 rooms' occupied and 7 vacancies (5 of these are under renovations). The Wishing Well has 4 vacancies and Lezure Lea has 1. The Urban Housing program has 3 vacancies, Spruce View Court, and Rocky Rapids are full.

6.1.3 Housing Monthly Profile for August 2014



Not discussed at this time

6.1.4 In-Private Session (Personnel & Planning)

Resolution #14-09-11: Moved by J. Young to go in private to discuss personnel matters at 2:33 pm.

Motion ...Carried Unanimously

C. Trudgian left the meeting at 2:34

C. Trudgian returned to the meeting at 3:48

Resolution #14-09-12: Moved by D. Shular to come out of private at 3:49 pm

Motion ...Carried Unanimously

Resolution #14-09-13: Moved by F. Fairfield approve the increase to Administration as discussed in private.

Motion ...Carried Unanimously

Resolution #14-09-14: Moved by J. Young approve the repaving of the parking lot at the Shangri-La Lodge for \$30,000.00

Motion ...Carried Unanimously

6.1.5 Strategic Planning Session

There will be a Strategic Planning Session on, November 6, 2014 at 9:30 – 3:30 p.m.

7.0 NEW BUSINESS

7.1 Joint Housing Committee

The proposed Request for Proposal submitted from the Committee was reviewed. Items discussed will be communicated to the Municipalities as discussed in private.

8.0 CORRESPONDENCE

8.1 From: Municipal Affairs – Contract information for Asphalt Pavement Overlay - Wishing Well Apartments(July 29, 2014)

8.2 From: ASCHA/ACCA – Post Event Communication (September 8, 2014) Email

Resolution #14-09-15: Moved by F. Fairfield to accept the correspondence as information presented.



Motion ...Carried Unanimously

9.0 FUTURE MEETING DATES

**9.1 NEXT BSF REGULAR BOARD MEETING - Friday, October 24, 2014
@ 9:00am and December 11, 2014 @1:00pm at the Shangri-La Lodge.**

10.0 ADJOURNMENT

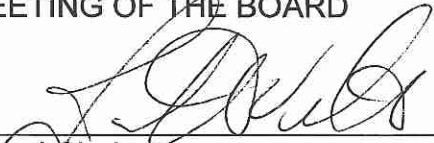
Resolution #14-09-16: Moved by D. Shular to adjourn the meeting at 4:20pm.

Motion ...Carried Unanimously

APPROVED AT THE October 24, 2014 MEETING OF THE BOARD



Chief Administrative Officer



Board Chair