

# **Capital Project Funding Agreement**

**SCHOOL NAME:** L'ÉCOLE CÔTE-DU-SOLEIL

**SCHOOL DISTRICT NAME:** SCHOOL DISTRICT NO. 93 (CONSEIL SCOLAIRE FRANCOPHONE)

**PROJECT NUMBER:** 126919

**PROJECT DESCRIPTION:** SEISMIC REMEDIATION OF L'ÉCOLE CÔTE-DU-SOLEIL

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**THIS CAPITAL PROJECT FUNDING AGREEMENT** made in duplicate and dated for reference the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN:** **Her Majesty the Queen in Right of the Province of British Columbia,**  
represented by the Minister of Education  
  
(the "Ministry")

OF THE FIRST PART

**AND:** **The Board of Education of School District No. 93 (Conseil Scolaire Francophone)**  
  
(the "Board")

OF THE SECOND PART

## **BACKGROUND:**

- A. By letter to the Board dated April 9, 2013 the Ministry indicated support for the Capital Project.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. DEFINITIONS**

- 1.01 In this Capital Project Funding Agreement:

“Board” or “Board of Education” means a board of school trustees constituted under the *School Act* [RSBC 1996] c. 412;

“Capital Funding Grant” means a funding grant authorized by the Minister of Finance in accordance with section 56.1 of the *Financial Administration Act* [RSBC 1996] c. 138;

“Capital Project” means the Capital Project described in Schedule A - Project Rationale, Scope and Design Parameters;

“Certificate of Approval” means the Certificate of Approval described in paragraph 3.03;

“Playground Equipment” means a Canadian Standards Association (CSA) approved climbing or modular structure for outside use, and permanently affixed to the ground.

“Eligible Expenditures” means those expenditure areas more particularly described and listed in Schedule B - Project Financial Summary;

“Event of Force Majeure” means invasion, rebellion, hostilities, sabotage, government regulations or controls, Acts of God, strikes, lockouts or labour disputes that are a major disabling event or circumstance in relation to the normal operations of the party concerned as a whole that is beyond the reasonable control of the party directly affected and results in a material delay, interruption or failure by such party in carrying out its duties, covenants or obligations under this Capital Project Funding Agreement;

“Guidelines” means the Ministry publication entitled “Capital Asset Management - Project Procurement Procedures and Guidelines” containing procedures and guidelines for Capital Projects and includes any revisions or updates of that publication;

“Identified Risks” means those risks identified in Schedule C - Reserve Items;

“Local Capital Reserve” refers to the Board’s financial account containing local capital funds that may only be utilized for capital projects;

“Minister” means the Minister of Education, and includes the Deputy Minister of Education and any person designated by either of them to act with respect to any provision of this Capital Project Funding Agreement;

“Ministry” means the Ministry of Education of the Province of British Columbia;

“Ministry of Education Restricted Capital” refers to the Board’s financial account containing any proceeds from the disposition of capital assets or surplus in respect of a capital project that may only be utilized by the Board for capital projects and with the Minister of Education’s approval, as per section 100 (4) and section 156 (10) of the *School Act* [RSBC 1996] c. 412, respectively;

“Project Director” means the individual determined by the Board to have appropriate qualifications and experience, and appointed to be accountable for delivering the Capital Project in accordance with the terms of this Capital Project Funding Agreement;

“Province” means Her Majesty the Queen as represented by the Province of British Columbia;

“Schools Protection Program” means the risk management program developed and administered by the Risk Management Branch of the Ministry of Finance, and includes the “Schools Protection Program Reference Manual” and all amendments and updates to the program and manual;

“Temporary Accommodations” means such temporary facilities as portable buildings and associated services (water, sewer, power), as well as the costs of moving into and out of such facilities;

“Treasury Board” means the Treasury Board established under the *Financial Administration Act* [RSBC 1996] c. 138; and

“Value Analysis” means the process for identifying major savings in a facility without compromising the value-for-money, reliability or performance.

## **2. SCHEDULES AND REPORTS**

### **2.01 Schedules**

The following Schedules form an integral part of this Capital Project Funding Agreement:

- A. Project Rationale, Scope and Design Parameters
- B. Project Financial Summary
- C. Reserve Items
- D. Project Schedule and Projected Cash Flow
- E. Project Risks Management Plan
- F. Design Aid Sheet(s)
- G. Capital Project Bylaw
- H. Letter(s) of Understanding or Other Agreements

### **2.02 Reports**

The following report(s), prepared by the Board in conjunction with the Capital Project is (are) deemed to contain representations of the Board that are relied upon by the Ministry and forms part of this Capital Project Funding Agreement. Should there be any inconsistencies between these reports and this Capital Project Funding Agreement, then the wording in this Capital Project Funding Agreement and the attached Schedules will take precedence:

- a. The Project Definition Report dated February 11, 2015.
- b. The Seismic Project Identification Reports dated September 16, 2014.

### **3. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS**

#### **3.01 Capital Plan Funding**

In accordance with the Board's Capital Project Bylaw 126919 adopted on N/A (to follow) and included in Schedule G and subject to paragraphs 3.02 to 3.07, the Ministry will:

- (a) provide to the Board capital funding to be used for the purposes of the Capital Project in the amount of

Two million four hundred sixteen thousand ninety three dollars (*\$2,416,093*)

as included on Line G under Funding Source in Schedule B – 'Project Financial Summary'. This amount includes the base funding amounts for Identified Risks set out under the heading "Fixed Allocation" in Schedule C – 'Reserve Items'.

- (b) provide to the Board additional capital funding up to a maximum amount of

Two hundred fifty two thousand four hundred seventy dollars (*\$252,470*)

as included on Line M under Funding Sources in Schedule B – 'Project Financial Summary'. This maximum amount includes the funding amounts for Identified Risks set out under the heading "Not to Exceed Contingency" in Schedule C – 'Reserve Items', which may be accessed in the event that the actual costs of the Identified Risks exceed the base funding amounts referenced in subparagraph (a) above subject to:

- (i) the Board must apply in writing to the Ministry for this additional capital funding and set out the justification for the increase in capital funds;
- (ii) if there is a disagreement between the parties as to the increase in capital funding, it will be resolved with the assistance of an independent cost consultant appointed by mutual agreement of the parties and paid for from the "Not to Exceed Contingency" allocation identified in Schedule C - Reserve Items;
- (iii) for any Identified Risk, the Board is not limited to the funding amount shown against the "Not to Exceed" Contingency for that Identified Risk.
- (c) in the event of future increases to the costs of the Capital Project occurring between the date of this Capital Project Funding Agreement and the date of tender closing for the Capital Project as set out in Schedule D – Project Schedule and Projected Cash Flow, provide to the Board additional capital funding up to a maximum amount of

One hundred thirty six thousand four hundred eighty three dollars (*\$136,483*)

as included on Line N of Schedule B - Project Financial Summary. This maximum amount is the Estimated Economic Adjustment amount provided in Schedule C - Reserve Items that may be accessed, provided that:

- (i) the determination of the actual cost increase will be based on the most current Ministry-approved location factor at the time of tender closing;
- (ii) the adjustment will be applied to the Total Project Budget Eligible for Economic Adjustment as included on Line B of Schedule B – Project Financial Summary;
- (iii) on no account will the increase in capital funding exceed the maximum amount allocated under this subparagraph (c); and

- (iv) if there is a disagreement between the parties as to the increase in capital funding, it will be resolved with the assistance of an independent cost consultant appointed by mutual agreement of the parties and paid for from the “Not to Exceed” Contingency allocation in Schedule C - Reserve Items.
- (d) in the event of decreases to the costs of the Capital Project occurring between the date of this Capital Project Funding Agreement and the date of tender closing for the Capital Project as set out in Schedule D – Project Schedule and Projected Cash Flow, then the Total Project Budget as included on Line A in Schedule B – Project Financial Summary will be adjusted, provided that:
  - (i) the determination of the actual cost decrease will be based on the most current Ministry-approved location factor at the time of tender closing;
  - (ii) the adjustment will be applied to the Total Project Budget Eligible for Economic Adjustment as included on Line B of Schedule B – Project Financial Summary; and
  - (iii) if there is a disagreement between the parties as to the decrease in capital funding, it will be resolved with the assistance of an independent cost consultant appointed by mutual agreement of the parties and paid for from the “Not to Exceed” Contingency allocation in Schedule C - Reserve Items.
- (e) the provision of funding as outlined in subparagraphs 3.01 (a) to (d) above is subject to Ministry approval of a pre-tender project budget and unit rate review, to include project scope confirmation, pre-tender cost estimate, analysis of changes to the location factor, and proposed updated Schedule B – Project Financial Summary, as completed by a qualified independent cost consultant once project design has been completed and before tenders for construction or Requests for Proposals, for design-build Capital Projects, may be advertised.

### **3.02 Capital Funding Grant**

The Ministry will provide the capital funding in paragraph 3.01 in the form of a Capital Funding Grant.

### **3.03 Certificate of Approval**

Payment of a Capital Funding Grant is subject to the Ministry issuing a Certificate of Approval in accordance with Treasury Board policies and directives and to the following conditions:

- (a) on no account must the Board make a draw against funds available under a Certificate of Approval, unless the draw is reimbursement for Eligible Expenditures properly incurred by the Board in connection with the Capital Project;
- (b) the Ministry may modify or withhold a Capital Funding Grant and applicable Certificate of Approval, or any portion thereof, in the event the Board fails to observe, perform and comply with any provision of this Capital Project Funding Agreement or if, in the opinion of the Ministry, there has been a material change in the Capital Project including, without limitation, the matters referred to in subparagraphs 4.04 (b), 4.05 (c) and 5.02 (a);
- (c) the Board will comply with all applicable policies or directives of the Treasury Board respecting Capital Funding Grants; and
- (d) Any unexpended funds from paragraph 3.01 will be held as Ministry of Education Restricted Capital funds.

### **3.04 Ministry of Education Restricted Capital**

The provision of funding under paragraph 3.01 is subject to the Board allocating

Not Applicable (\$0.00)

to the Capital Project from its Ministry of Education Restricted Capital as included on Line H under Schedule B – Project Financial Summary, and the Minister, by this Capital Project Funding Agreement, approves such allocation, in accordance with section 156 (10) of the *School Act* [RSBC 1996] c. 412.

### **3.05 Borrowing**

The provision of funding in paragraph 3.01 is subject to the Board borrowing

Not Applicable (\$0.00)

for the Capital Project as included on Line I under Schedule B – Project Financial Summary, and the Minister, by this Capital Project Funding Agreement, authorizes the borrowing in accordance with section 144 (1) (b) of the *School Act* [RSBC 1996] c. 412, subject to the Board raising additional funds to retire the borrowing through (Not Applicable).

### **3.06 Delays by Ministry**

The Ministry will implement its key obligations in paragraphs 3.01 and 3.07 in a timely manner to facilitate the project schedule as included in Schedule D - Project Schedule and Projected Cash Flow. If the project schedule as included in Schedule D – Project Schedule and Projected Cash Flow is unduly affected due to activities of the Ministry, then as established between representatives of the Board and the Ministry, the Ministry will make an appropriate adjustment to the funding in subparagraph 3.01 (a) to permit the Capital Project to proceed on a revised schedule. No such adjustments will be made for any delays caused by the Board.

### **3.07 Appropriation**

Notwithstanding any other provision of this Capital Project Funding Agreement, the payment of funds by the Ministry to the Board, pursuant to this Capital Project Funding Agreement, is subject to the provisions of the *Financial Administration Act* (the “Act”), which makes that payment obligation subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the Act, to enable the Ministry, in any fiscal year or part thereof when any payment of money by the Ministry to the Board falls due pursuant to this Capital Project Funding Agreement, to make that payment; and
- (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in this subparagraph (a).

## **4. BOARD CONTRIBUTIONS AND OBLIGATIONS**

### **4.01 Obligations**

The Board undertakes to:

- (a) comply fully with the conditions in paragraph 3.03 when making draws against funds available under the Certificate of Approval;

- (b) carry out the Capital Project in a manner that ensures:
  - (i) cost effective design and construction;
  - (ii) the use of wood as the primary construction material in accordance with the *Wood First Act*, 2009 and Regulations.
  - (iii) all new buildings meet Leadership in Energy and Environmental Design (LEED<sup>®</sup>) Gold or equivalent criteria;
  - (iv) competent project management and cost control through all project phases;
  - (v) fiscal and management accountability with respect to the Capital Project, in accordance with the Guidelines;
  - (vi) the completed Capital Project meets the project scope, as provided in the Project Definition Report and Schedule A – Project Rationale, Scope and Design Parameters;
  - (vii) all communication related to the Capital Project conforms to the “Communications Protocol Agreement on Capital and Seismic Projects between the Ministry of Education and School Districts”; and
  - (viii) for new elementary schools, provide appropriate playground site preparation and playground equipment.

#### **4.02 Procurement and Contributions**

The Board will:

- (a) comply with all policies and best practices of the Province related to Capital Project Procurement, as documented in the Capital Asset Management Framework and Capital Procurement Checklist published by the Ministry of Finance;
- (b) procure the Capital Project in accordance with the Guidelines;
- (c) include in any contracts the standard insurance and indemnification clauses required by the Schools Protection Program;
- (d) ensure that the construction contract for the Capital Project separately accounts for each Identified Risk where there is a “Not to Exceed” Contingency allocation as included in Schedule C – Reserve Items;
- (e) provide any and all financial contributions that, together with the Provincial funding contribution in paragraph 3.01, as may be necessary to complete the Capital Project as contemplated in this Capital Project Funding Agreement, and more specifically as may be included on Line H, Line I, Line J, Line K, or Line L of Schedule B – Project Financial Summary; and
- (f) *(for design-bid-build)* submit a pre-tender construction cost estimate prepared by an independent qualified cost consultant for approval by the Ministry once project design has been completed and before tenders for construction is advertised.  
  
*(for design-build projects)* submit a budgetary estimate prepared by an independent qualified cost consultant for approval by the Ministry once building requirements have been defined and just before a Request for Proposal is advertised.

#### **4.03 Project Management**

- (a) The Board will engage or appoint a Project Director, in accordance with fair and open competition principles, who will complete the Capital Project in a manner consistent with this Capital Project Funding Agreement and who will:
  - (i) establish and maintain effective working relationships with the Ministry for the purpose of ensuring timely and collaborative efforts in support of achieving project objectives;
  - (ii) using fair, transparent and open competition, engage qualified advisory services, such as quality assurance professionals, independent qualified cost consultants, and other expertise as required to meet the terms of this Capital Project Funding Agreement;
  - (iii) establish project tracking and reporting capability, consistent with Ministry requirements, for the purpose of assisting the Project Director to maintain project, cost, and risk management controls;
  - (iv) manage the project schedule to achieve the dates as included in Schedule D - Project Schedule and Projected Cash Flow;
  - (v) if the Total Project Budget on Line A in Schedule B - Project Financial Summary exceeds ten million dollars (\$10,000,000), ensure that:
    - a. an independent Value Analysis is completed on the Capital Project in a manner consistent with the procurement method; and
    - b. the report is made available to the Ministry upon request.
- (b) implement its key obligations under this Capital Project Funding Agreement in a timely manner to facilitate the project schedule as included in Schedule D - Project Schedule and Projected Cash Flow; and
- (c) upon completion of the Capital Project, advise the Ministry of the availability and disposition of Temporary Accommodations.

#### **4.04 Project Risks Management Plan**

The Board will:

- (a) implement the project risks management plan, included as Schedule E - Project Risks Management Plan;
- (b) inform the Ministry without delay of any material issues that may affect the timely completion of the Capital Project;
- (c) comply with the requirements of the Schools Protection Program respecting capital construction projects; and
- (d) accept all costs for delays and associated cost escalation under its control.

#### **4.05 Reporting**

- (a) At the project milestones as included in Schedule D - Project Schedule and Projected Cash Flow, the Board must submit to the Ministry project reports that will update the current Capital Project status, cash flow and schedule.



- (b) The Board will, at the request of the Ministry, prepare reports relating to the Capital Project.
- (c) In addition to the requirements in subparagraphs 4.04 (b) and 5.02 (a), the Board will immediately provide notification to the Ministry should any condition arise that materially affects the scope, costs or schedule of the Capital Project.
- (d) The Board, no later than six (6) months after the date of substantial completion of the Capital Project, will submit to the Ministry a "Scope and Cost Review" substantially in the form as included in Appendix 4 (Post-Implementation Reviews) to the Guidelines. In addition, this will include:
  - (i) revised Design Aid sheet(s) for the school affected by the Capital Project; and
  - (ii) "as-built" floor and site plans for the Capital Project.
- (e) The Board will submit a "Notice of Project Account Closure" substantially in the form set out in Appendix 5 (Notice of Project Account Closure) to the Guidelines, when funds from all funding sources have been disbursed.

#### **4.06. Indemnification**

The Board hereby indemnifies and saves harmless the Province and its employees and agents from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Board or by any of its agents, employees, officers, directors, or contractors with respect to the Capital Project.

## **5. ADDITIONAL CONDITIONS**

### **5.01 Event of Force Majeure**

An Event of Force Majeure will relieve the Board and the Ministry of their obligations to meet the scope, costs and schedule as included in Schedule D - Project Schedule and Projected Cash Flow.

### **5.02 Unforeseen Circumstances**

If unforeseen circumstances arise that compromise the Capital Project meeting the scope, costs or schedule as included in Schedule D - Project Schedule and Projected Cash Flow, the Board must:

- (a) immediately advise the Ministry; and
- (b) provide first from its own fiscal resources all financial contributions that, together with the Provincial funding in paragraph 3.01, are necessary to properly complete the Capital Project, which may include the following options:
  - (i) allocating funds from its Local Capital Reserve;
  - (ii) with the prior approval of the Minister, allocating funds from its Ministry of Education Restricted Capital in accordance with section 156 (10) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition to any approval granted under paragraph 3.04 of this Capital Project Funding Agreement; and
  - (iii) with the prior approval of the Minister, borrow money in accordance with section 144 (1) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition

to any approval granted under paragraph 3.05 of this Capital Project Funding Agreement.

**5.03 Unforeseen Circumstances beyond Control of the Board**

If the unforeseen circumstances in paragraph 5.02 are beyond its financial capacity, the Board may make a written request to the Ministry for additional capital funding to be used for the purposes of the Capital Project.

**5.04 Capital Project Bylaw Amendment**

If unforeseen circumstances require the provision of additional financial resources to this project, the Board must make immediate application to the Ministry to amend the Capital Project Bylaw, in accordance with section 143 (3) of the *School Act* [RSBC 1996] c. 412.

IN WITNESS WHEREOF the parties have executed this Capital Project Funding Agreement, in duplicate, as of the day and year first above written.

SIGNED on behalf of Her Majesty the Queen )  
in Right of the Province of British Columbia )  
by a duly authorized representative of the )  
Minister of Education )

\_\_\_\_\_  
For the Minister of Education

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

SIGNED on behalf of the Board of Education )  
of School District No. 93 (Conseil Scolaire )  
Francophone) by its duly authorized signatories )

\_\_\_\_\_  
Authorized Signatory (Board of Education Chair)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Authorized Signatory (Secretary Treasurer)

\_\_\_\_\_  
Name (Print)

## **SCHEDULE A (PART A): RATIONALE, SCOPE**

School Name: L'école Côte-du-soleil  
Project No.: 126919  
Facility Code: 9347006  
Project Description: Seismic Upgrade

### **1.0 RATIONALE**

As part of the Province's Seismic Mitigation Program, L'école Côte-du-Soleil was assessed as having high seismic structural risk to three of the school's six blocks. As the risk for one block was "High 1" (the highest risk rating), the Province included this school in the group of forty five projects supported to proceed to design and construction in April 2013.

Ausenco completed Seismic Project Identification Reports (SPIR's) in July 2013 for three blocks in this school which were deemed to be at a higher risk during a seismic event. Blocks 1 and 2 involve upgrades to wood frame construction; block 5 includes upgrades to concrete block. Impacts on architectural, mechanical and electrical components due to the seismic work were included in the PDR.

### **2.0 OPTIONS CONSIDERED**

Three options were examined to mitigate the seismic risk:

Option #1: seismic upgrade to all three blocks (1, 2 & 5)

Option #2: Seismic upgrade to blocks 1 & 2; demolish block 5

Option #3: Full replacement school

A comparative cost estimate prepared by James Bush and Associates shows that Option #2 is the most cost effective, with an estimated project cost of \$2,532,771 (not including reserves). Design-bid-build using pre-qualified bidders is recommended as the project delivery method suitable for this option.

### **3.0 SCOPE**

The school will have a design capacity of 20 full day K, 125 elementary and 50 secondary, ranging from Grades K to 9. Some of the existing school area will be demolished as part of the Work (Block 5). The total gross building area when the Work is complete will be of 3,594 m<sup>2</sup> (see Design Aid Sheet).

Construction could be organized into three phases to minimize disruption to school operations. Estimated construction duration is about 14 months, consisting of a full school academic year plus the summer breaks both before and after.

There is sufficient swing space in the existing school buildings to support school operations during the construction period without the need to employ any new portables on site.

**SCHEDULE A (part b) DESIGN PARAMETERS**

Min. Ed. Project# 126919

**1.4 DESIGN PARAMETERS**

Subject to the Ministry of Education's policies, procedures and guidelines the school shall be designed and constructed within the following cost allowances and factors.

Nominal Capacity: 20K/125 Elem/50 Secondary

Design Aid Sheet Summary

Existing Elementary 3,996.3 m2 EXISTING  
Demolished Area 402.0 m2 FINAL AREA

Maximum Building Area: **3,594.3** m2 ADDITION

Quantity Survey Date: April 2015

Location Factor Date: October 2014

Cost Factors:	Base	Measure
Base Unit Rate:		
Air Conditioning Adjustment:		
Project Size Factor:		
Location Factor:	1.455	October 2014 (Use SD47)
Ground Factor:		
Project Unit Rate (new space):		
Project Unit Rate (renovations):		
Equipment Allowance (new space):		
Equipment Allowance (renovations):		
Freight Equipment Allowance:		
Consultants Fees (new space):		
Consultants Fees (renovations)	16%	

EQUIPMENT CALCULATION		EQUIPMENT	
Unit Rate	\$0.00		
Freight Allowance	0.00%		
Equipment Rate			
• NEW		m2	\$0 x 100%
• Increased Capacity		m2	\$0 x 100%
• NLC		m2	\$0 x 0%
<b>TOTAL EQUIPMENT</b>		<b>0 m2</b>	<b>\$0</b>

**SCHEDULE B - PROJECT FINANCIAL SUMMARY**

Min. Ed. Project# 126919

Nominal Capacity	Kindergarten	Grade 1 - 7	Grade 8 - 12	Grade Configuration
Existing	20	125	50	FDK, 1-7/8-9
Approved	20	125	50	FDK, 1-7/8-9
Additional				

**ALLOWABLE SITE Area (ha)**

**ALLOWABLE BUILDING AREA (m2)**

Total Allowable Area	3,594.3
Less: Previously Existing Space	3,996.3
Add: Area to be Demolished	402.0
Area of NEW Space	
Allowable Area of Renovation	1,727.0

**LOCATION & ECONOMIC FACTOR**

Location Factor Date	October 2014 (Use SD47)
Location Factor	1.455

**UNIT RATE FOR CONSTRUCTION (\$/m2)**

New	
Renovations	

**PROJECT BUDGET** **SPIR/Partial Demol**

		Amounts Subject to Economic Adjustment
1 Site Acquisition		\$0
2 Site Development	\$0	\$0
3 Construction - NEW BUILDING	\$0	\$0
4 Construction - RENOVATIONS	\$1,446,600	\$1,446,600
5 Design Fees & Disbursements	\$281,088	
6 Construction Contingency	\$149,049	\$149,049
7 Equipment	\$0	
8 Municipal Permits & Fees	\$35,203	\$35,203
Documented Supplementary Items: (incl. Fees & Related Costs)		
9 Supplementary Site	\$74,000	\$74,000
10 Supplementary Building	\$72,300	\$72,300
11 Offsite Costs	\$0	\$0
12 LEED GOLD DESIGN (3% of 3,4,9,10)	N/A	N/A
13 List of Other Budget Items:		
i Project Management	\$17,568	\$17,568
ii Building Demolition	\$163,900	\$163,900
iii TEMPORARY ACCOMMODATION/PORTABLES	\$0	
iv SPIR ESCALATION (from SPIR estimate Feb 2014 to Apr 2015)	N/A	N/A
v Feasibility Study	\$77,838	
vi Payable Taxes (PST/GST 4.4%)	\$98,547	\$98,547
vii		
<b>A Total Project Budget</b> (excluding Reserve Items)	<b>\$2,416,093</b>	
<b>B Total Project Budget Eligible for Economic Adjustment</b>		<b>\$2,057,167</b>

**Reserve Items (as per Schedule C - Reserve Items)**

LIST OF IDENTIFIED RISKS		
1	SOILS AND HAZARDOUS MATERIALS	\$67,810
2	RENOVATIONS, UNFORSEEN EXISTING COND - 10%	\$144,660
3	CITY BUILDING BYLAW & OFFSITE	\$20,000
4	LEED CERTIFICATION (2%)	n/a
5	POST PROJECT COMPLETION AUDIT	\$20,000
6		
7		
<b>C</b>	<b>Maximum "NOT TO EXCEED" Contingency</b> Sub-total	<b>\$252,470</b>

**D Estimated Economic Adjustment** (from Location Factor as of October 2014 to tender close SPRING 2016) 6.63% **\$136,483**

**E Total Reserve Items** \$388,953 [=C+D]

**F Maximum Potential Project Cost** (including Reserve Items) \$2,805,046 [=A+E]

**FUNDING SOURCE**

<b>G</b>	Capital Plan (as per Capital Project Funding Agreement)	2,416,093	
<b>H</b>	Ministry of Education Restricted Capital (as per sub-paragraph 3.04)		
<b>I</b>	Borrowing (as per paragraph 3.05)		
<b>J</b>	Local Capital Reserve (as per sub-paragraph 4.02(e))		
<b>K</b>	Annual Facility Grant (as per sub-paragraph 4.02(e))		
<b>L</b>	Other (specify) (as per sub-paragraph 4.02(e))		
	<b>Sub-total</b> Sub-Total	<b>2,416,093</b>	[=A]
<b>M</b>	Capital Plan - Identified Risks [as per sub-paragraph 3.01(b)]	252,470	[=C]
<b>N</b>	Capital Plan - Economic Adjustment [as per sub-paragraph 3.01(c)]	136,483	[=D]
	<b>Sub-total</b> Sub-Total	<b>388,953</b>	[=E]
	<b>MAXIMUM POTENTIAL FUNDING ENVELOPE</b> (including Reserve Items)	<b>2,805,046</b>	[=F]

# L'ÉCOLE CÔTE-DU-SOLEIL ELEM/SEC SCHOOL - POWELL RIVER

May-05-15

Project Agreement for Seismic Upgrade & Partial Demolition Option 2  
for SCHOOL DISTRICT NO.93 (Conseil Scolaire Francophone)  
and for The Colborne Architectural Group Pacific Inc.

<b>COST ESTIMATE SUMMARY</b>				<b>OPT 2: SPIR Seismic Upgrade with Project Soft Costs - Blocks 1 &amp; 2, Demolish Block 5</b>	
<b>OFFSITE COSTS</b>				<b>\$0</b>	
<b>SITE DEVELOPMENT</b>				<b>\$0</b>	
Sitework due to Seismic				Included in SPIR	
<b>SUPPLEMENTARY SITE COSTS</b>				<b>\$74,000</b>	
Parking				N/A	
Remediate site at footprint of Demolished Block 5, Paving 400m2, Wood fibre 120m2 include infill foundations/crawspace 900mm depth				74,000	
Other Site Upgrades				N/A	
<b>NEW BUILDING CONSTRUCTION</b>				<b>\$0</b>	
<b>BUILDING RENOVATIONS &amp; UPGRADES</b>				<b>\$1,446,600</b>	
1,727 m2					
<b>SEISMIC UPGRADE (as per JBA Estimates Rev Feb 2014)</b>				<b>\$737.75</b>	
1,727 m2				<b>\$1,274,100</b>	
	Gymnasium <b>BLOCK 1</b>	Classrooms <b>BLOCK 2</b>	Pre-School <b>BLOCK 5</b>		
<b>Seismic Upgrade - Life Safety Upgrade</b>	465	1,262		<b>\$1,274,100</b>	
Site work	0	0	0	0	
Selective Demolition:	33,900	56,700		90,600	
Earthwork		9,600		9,600	
Concrete Work- Foundations & shearwalls		18,200		18,200	
Soils Anchors				0	
Masonry & URM, Include brick restraint	39,300	*Missed Aug		39,300	
Diaphragm Upgrades & Connections	53,600	103,000		156,600	
Other	0	0		0	
Roofing	118,800	318,700		437,500	
Exterior Wall Cladding, Windows & Doors				0	
Partitions & Doors	18,400	10,900		29,300	
Finishes	11,000	19,700		30,700	
Millwork, Specialties	3,000	15,200		18,200	
Electrical Work	7,000	26,500		33,500	
Mechanical Work	0	34,100		34,100	
Asbestos, Vermiculite & Lead Paint Remediation	7,000	26,500		33,500	
Required CODE Upgrades	0	0		0	
Non Structural Items				0	
Site Specific Costs, Access, Temp Protection	0	0		0	
Contractor Site Overheads & Markup	51,100	119,800		170,900	
Design Contingency & Unspecified Risk	51,500	120,600		172,100	
<b>TOTAL</b>	<b>394,600</b>	<b>879,500</b>			
<b>NON-STRUCTURAL SEISMIC UPGRADES</b>				<b>\$39.66</b>	
1,727 m2				<b>\$68,500</b>	
Restrain free standing book-cases, millwork		1,262 m2		6,300	
Restrain suspended light fixtures (gym/classroom/Pre-shool)		1,727 m2		23,800	
Restrain Electrical conduits		1,727 m2		2,600	
Restrain Mechanical Pipework		1,727 m2		6,000	
Restrain Mechanical Equipment, Pipe/Pumps/Flue in Boiler Room				12,000	
Contractor Site Overheads & Markup				8,900	
Design Contingency & Unspecified Risk				8,900	
<b>BUILDING LIFESAFETY UPGRADES</b>				<b>\$21,900</b>	
<b>Electrical:</b>					
Add emergency Lighting in Corridors/Stairs				10,800	
Rewiring Exit Lights on dedicated 15A circuits				6,500	
Contractor Site Overheads & Markup				2,200	
Design Contingency & Unspecified Risk				2,400	
<b>BUILDING RENOVATIONS &amp; UPGRADES</b>				<b>\$82,100</b>	
<b>Renovation Due to Demolition, Re-purpose Shop Space for Pre-School/Spec Ed</b>					
Renovate for Unit Washroom				22,000	
Renovate Shop - new ramps/stairs, new door		137 m2		46,300	
Renovate ART for Special Ed - add wall, re/re finishes				6,000	
Rewiring Exit Lights on dedicated 15A circuits				7,800	
<b>General &amp; Code Upgrades</b>					
<b>Exterior Envelope Upgrade - Wall, Windows, Roofing</b>					
<b>Interior Upgrades and Refurbishment</b>					
<b>Mechanical Systems Upgrade</b>					
<b>Sprinkler Upgrade</b>					
<b>Electrical Systems Upgrade</b>					

Project Agreement for Seismic Upgrade & Partial Demolition Option 2  
for SCHOOL DISTRICT NO.93 (Conseil Scolaire Francophone)  
and for The Colborne Architectural Group Pacific Inc.

<b>COST ESTIMATE SUMMARY</b>		<b>OPT 2: SPIR Seismic Upgrade with Project Soft Costs - Blocks 1 &amp; 2, Demolish Block 5</b>
<b>SUPPLEMENTARY BUILDING COSTS</b>		<b>\$72,300</b>
3 Phases of Construction - Extended GC's/Trade - 14months	72,300	
SD Costs, Temp Services to maintain Life-safety & operation of Blocks during constr	Not required	
<b>BUILDING DEMOLITION</b>		<b>\$163,900</b>
Demolition BLOCK 5 - Part 502 m2	108,000	
Reconstruct exterior wall where Block 5 removed 30 m	55,900	
Remove existing Portables	See AFG	
<b>SPIR ESCALATION (from SPIR estimate Feb 2014 to Apr 2015)</b>		<b>N/A</b>
<b>TEMPORARY ACCOMMODATION</b>		<b>\$0</b>
<b>SUB-TOTAL CONSTRUCTION</b>		<b>\$1,756,800</b>
<b>DCC'S, Building Permit, Municipal Charges</b> \$10/\$1000 construction plus 15% inspections & \$15K, No DP		<b>\$35,203</b>
<b>EQUIPMENT</b>		<b>\$0</b>
	No Equipment	
<b>DESIGN FEES</b> (Calc New/16% Renov)	16.33%	<b>\$281,088</b>
<b>CONTINGENCY</b> (3% New/10% Renov)		<b>\$149,049</b>
<b>Other - LEED</b> (calc on NEW building, Supplementary & Site)		<b>N/A</b>
<b>Other - Project Management</b>		<b>\$17,568</b>
<b>Other - PAYABLE TAXES (GST/PST 4.4%)</b>	4.40%	<b>\$98,547</b>
<b>Other - Feasibility Study</b>		<b>\$77,838</b>
<b>TOTAL PROJECT COST</b> (Including 4.40% Payable GST/PST)		<b>\$2,416,093</b>

**SCHEDULE C - RESERVE ITEMS**

Min. Ed. Project#

126919

<b>IDENTIFIED RISK</b>			
IDENTIFIED RISK	FIXED ALLOCATION	"NOT TO EXCEED CONTINGENCY"	
		Rationale Summary of Additional Risks	Amount
1 SOILS AND HAZARDOUS MATERIALS	<b>\$1,356,200</b>	5% of renovations less Non-structural & life safety upgrades	<b>\$67,810</b>
2 RENOVATIONS, UNFORSEEN EXISTING COND - 10%	<b>\$1,446,600</b>	10% of total renovations	<b>\$144,660</b>
3 CITY BUILDING BYLAW & OFFSITE			<b>\$20,000</b>
4 LEED CERTIFICATION (2%)			n/a
5 POST PROJECT COMPLETION AUDIT			<b>\$20,000</b>
6			
7			
8			
<b>TOTAL RESERVE ITEMS</b>			<b>\$252,470</b>

**NOTES:**

- The # and Identified Risks must be the same as set out under Reserve Items on Schedule B – Project Financial Summary.
- The Fixed Allocation amount for each Identified Risk is included within the amount on Line A - Total Project Budget in Schedule B - Project Financial Summary. Justification for inclusion of funding for each Identified Risk in the Capital Project must be provided in the Project Definition Report (PDR).
- This section summarizes the rationale for any additional contingency funds that may need to be allocated in excess of the Fixed Allocation. Justification for inclusion of contingency funding for each Identified Risk in the Capital Project must be provided in the Project Definition Report (PDR).
- The Board may apply for "Not to Exceed" Contingency funding for each of the above Identified Risks in accordance with subparagraph 3.01 (b) of this Capital Project Funding Agreement.
- Cost consultant services required as per subparagraphs 3.01 (b) (ii), 3.01 (c) (iv), and 3.01 (d) (iii) may be funded from the Maximum "Not to Exceed" Contingency allocation.

**ECONOMIC ADJUSTMENT**

Estimated from the 1ST Quarter, 2011 Location Factor to the close of tender for the Capital Project

Location Factor Date	<b>October 2014</b>
Anticipated Tender Close Date (as per Schedule D – Project Schedule and Projected Cash Flow)	<b>Spring 2016</b>
Interval (no. of months between Location Factor date and tender close)	<b>16</b>
Projected Economic Adjustment per Month	<b>0.415%</b>
Total Economic Adjustment Factor	<b>6.63%</b>
Total Project Budget Eligible for Economic Adjustment (as per Line B on Schedule B – Project Financial Summary)	<b>\$2,057,167</b>
Estimated Economic Adjustment Amount [as per Line D on Schedule B – Project Financial Summary]	<b>\$136,483</b>



**L'ÉCOLE CÔTE-DU-SOLEIL ELEM/SEC SCHOOL - POWELL RIVER**

May-05-15

Project Agreement for Seismic Upgrade & Partial Demolition Option 2  
for SCHOOL DISTRICT NO.93 (Conseil Scolaire Francophone)  
and for The Colborne Architectural Group Pacific Inc.

**SCHEDULE D - PROJECT SCHEDULE & PROJECTED CASHFLOW**

Min. Ed. Project# 126919

**Project Schedule Forecast (end of process)**

Fiscal year	2014/15	2015/16	2016/17	2017/18	2018/19
	Apr 14 - Mar 15	Apr 15 - Mar 16	Apr 16 - Mar 17	Apr 17 - Mar 18	Apr 18 - Mar 19
Design Development		Jul-15			
Construction Documents		Mar-16			
Contract Award			Jun-16		
Construction				Aug-17	
Occupancy				Sep-17	
Final Completion				Sep-17	

**Project Schematic Timeline and Critical Dates**

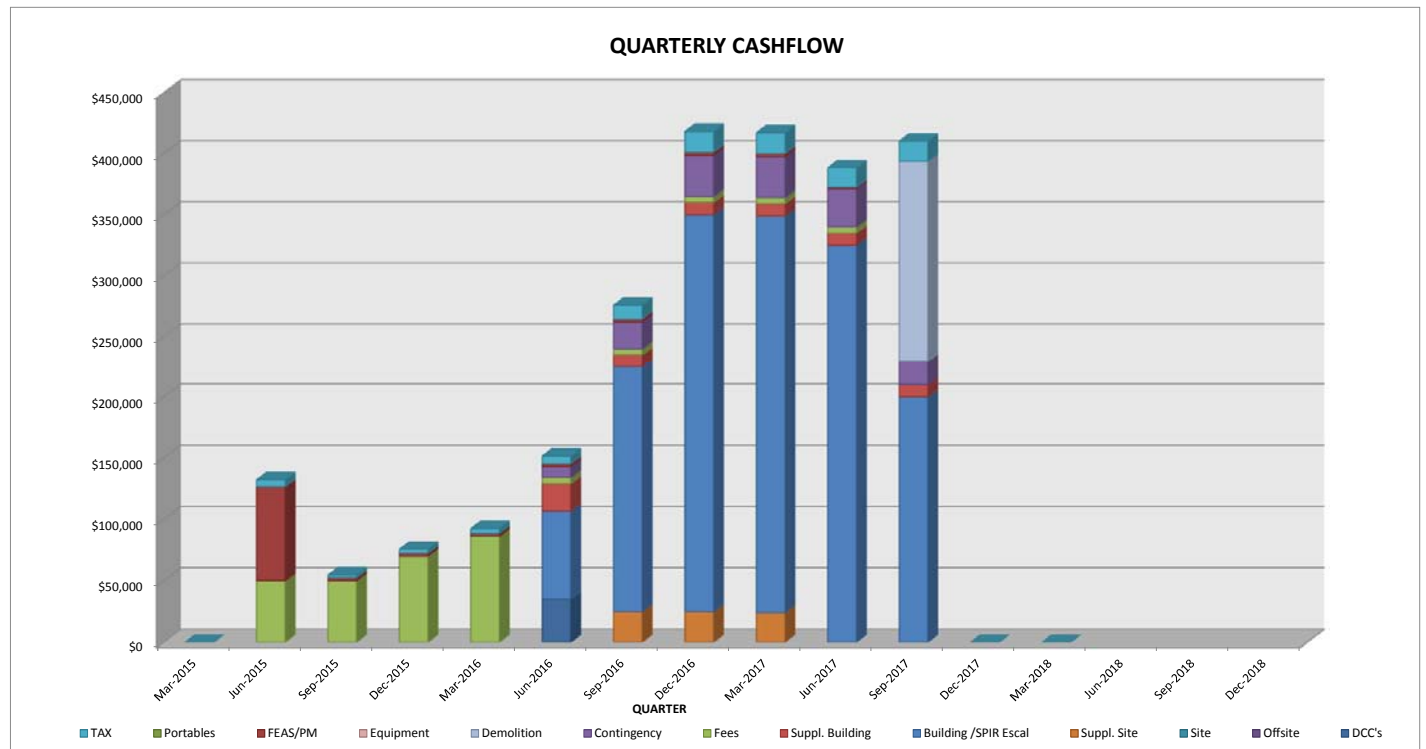
Fiscal year	2014/15	2015/16	2016/17	2017/18	2018/19
Design Development		■			
Construction Documents		■	■		
Contract Award			■		
Construction			■	■	
Occupancy				■	
Final Completion				■	

Anticipated Date of Tender Closing Spring 2016

**Cash Flow Projection**

Fiscal year and Quarter	2014/15	2015/16	2016/17	2017/18	2018/19
	Apr 14 - Mar 15	Apr 15 - Mar 16	Apr 16 - Mar 17	Apr 17 - Mar 18	Apr 18 - Mar 19
Q1 - Apr-Jun		\$132,120	\$151,572	\$388,362	
Q2 - Jul - Sep		\$54,732	\$275,736	\$410,284	
Q3 - Oct - Dec		\$75,583	\$418,245		
Q4 - Jan - Mar		\$92,355	\$417,105		
Annual Forecast	\$0	\$354,790	\$1,262,657	\$798,646	
Cumulative Cashflow	\$0	\$354,790	\$1,617,447	\$2,416,093	

*Cash Flow EXCLUDES Escalation Contingency, RESERVES*



## SCHEDULE E - PROJECT RISKS MANAGEMENT PLAN

### L'école Côte-du-Soleil

The Project risks listed below have been identified as a priority for the Capital Project and will continue to be monitored throughout the life of the Capital Project until completion. This table may require updating and/or revisions as the Capital Project progresses.

	Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
<b>SCOPE</b>					
1	Unforeseen building conditions	Medium	Medium	Perform early materials testing and building assembly investigation	Manage
2	Design requirements due to City of Powell River approval process	Low	Medium	Working directly with the City of Powell River Building and Engineering staff to minimize	Manage; and in Reserve
3	Change in scope requested by CFS	Low	Medium	Comprehensive planning during PDR and detailed design stages	Manage; separate funding from AFG
4	New national/provincial/civic building code requirements	Low	Low	Engage an experienced building code consultant to advise the project team, if required	Manage
<b>COST</b>					
1	Construction cost inflation	Low	Medium	Maintain project schedule and minimize use of imported products	Manage and in Reserve
2	Design requirements or schedule delays due to City of Powell River approval process	Low	Low	Continue working directly with the City of Powell River to minimize	Manage; and in Reserve
3	Hazardous materials removal	Medium	Medium	Augment existing hazmat investigations with additional checks where material is suspected	Price; and in Reserve
4	Revised requirements for temporary swing space or construction phasing	Low	Medium	Conduct early planning for phasing and swing space; confirm swing space requirements with staff	Manage
<b>SCHEDULE</b>					
1	Delays in approval by MoE, CSF	Low	Medium	Ongoing consultation to minimize	Manage
2	Phasing delays/temporary accommodation	Medium	Medium	Project Manager to co-ordinate between contractor and staff to minimize delays in staging portions of the work	Manage

School Name: L'ÉCOLE CÔTE-DU-SOLEIL  
 School District: No. 93 (Conseil Scolaire Francophone)

Project Number: 126919

## SCHEDULE F: DESIGN AID SHEET

### L'école Côte-du-Soleil

#### DESIGN AID SHEET FOR ELEMENTARY SCHOOLS

School Name: **École Côte-du-soleil Elementary - Option #2 Seismic Upgrade with Partial Demo**

District: **93 (CSF)**

Facility Code: **9347006**

Nominal Capacity:

K : **20K full day**

Elementary:

**125**

Secondary:

**50**

January 14, 2015

Space Function	Modules	Existing	Allowance	Deficit	Proposed	Comments
Administration/Health		211.5	125.0	(86.5)	192.6	
Counselling		0.0	50.0	50.0	0.0	
General Instruction	[5]	423.5	400.0	(23.5)	423.5	
Elective Modules (Middle School)	[3]	332.6	420.0	87.4	332.6	<i>Electives are: Art, Music and Home Economics</i>
General Storage		179.5	60.0	(119.5)	175.1	
Gym Activity		419.3	500.0	80.7	419.3	
Gym Ancillary		183.0	100.0	(83.0)	183.0	
Media/Tech Centre		127.4	225.0	97.6	127.4	
Multi-Purpose		88.4	100.0	11.6	88.4	
Special Education		73.4	100.0	26.6	92.3	
Mechanical		75.0	63.0	(12.0)	75.0	
Full Day Kindergarten	[1]	92.9	90.0	(2.9)	95.4	
Design Space		618.6	602.0	(16.6)	683.8	
<b>Subtotal Core School</b>		<b>2,825.1</b>	<b>2835.0</b>	<b>9.9</b>	<b>2888.4</b>	
<b>NLC &amp; Other Functions:</b>						
NLC spaces (pre-school, kitchen)	[1]	184.1			225.7	<i>pre-school in former shop; retain kitchen</i>
NLC Design Space		256.5			167.1	
<b>Subtotal NLC Space</b>		<b>440.6</b>			<b>392.8</b>	<i>NLC area = 13.6% of core school area</i>
Spare Classrooms		282.8			0.0	<i>Block 5 demolished (402 m2)</i>
Shop/storage		137.0			0.0	<i>convert shop to pre-school zone</i>
Dormatory Wing		310.8			313.1	<i>Retain as surplus block; no work required</i>
<b>Subtotal Other Spaces</b>		<b>730.6</b>			<b>313.1</b>	
<b>Total Areas</b>	<b>[10]</b>	<b>3,996.3</b>	<b>2835.0</b>	<b>9.9</b>	<b>3594.3</b>	

# **SCHEDULE G**

## **CAPITAL PROJECT BYLAW**

In accordance with section 143 of the *School Act* [RSBC 1996] c. 412, the Board must prepare a Capital Project Bylaw for the Capital Project, a copy to follow.

## **SCHEDULE H**

### **LETTER(S) OF UNDERSTANDING OR OTHER AGREEMENTS**

For the purposes of this Schedule, if there are extenuating circumstances that require an additional agreement between the Board and the Ministry in conjunction with the Capital Project, or obligations created to or by a third party, then the appropriate Letter of Understanding or Agreement will be included herein.

Any agreements included in this Schedule must be dated and signed by duly appointed representatives of the parties to the agreement.

**Not Applicable**