

**DEVELOPMENT AGREEMENT  
(NORTH CENTRAL SHARED FACILITY)**

THIS AGREEMENT made as of the 26<sup>th</sup> day of January, 2015.

BETWEEN:

**THE BOARD OF EDUCATION OF THE REGINA SCHOOL DIVISION NO. 4 OF SASKATCHEWAN**, a body constituted pursuant to *The Education Act, 1995* (Saskatchewan) (the "**School Board**")

- and -

**THE CITY OF REGINA**, a body corporate pursuant to *The Cities Act* (Saskatchewan) (the "**City**")

- and -

**REGINA PUBLIC LIBRARY BOARD**, A body corporate continued as a municipal library pursuant to *The Public Libraries Act, 1996* (Saskatchewan) ("**RPL**")

**WHEREAS:**

- A. The School Board, RPL and the City wish to participate in the development of an integrated educational/library/community facility in the North Central area of the city of Regina to be located on the Lands as shown on and in accordance with the Facility Floor Plans and the Facility Site Plan (collectively, the "**Plans**");
- B. The Parties entered into the North Central Shared Facility Expense Sharing Agreement dated December 23, 2011 (the "**Cost Sharing Agreement**"), pursuant to which the Parties agreed, among other things, to share certain pre-construction costs related to the Project;
- C. The Parties have agreed upon the design of the Facility as set forth in the Plans and have finalized a contract with the architect (the "**Architect Contract**"), copies of which have been reviewed and approved by each of the Parties;
- D. It is the intention of the Parties to proceed with the demolition of the existing buildings that are located on the Lands and to construct the Facility and the Facility Lands Improvements in accordance with this Agreement (collectively, the "**Project**") so that the Building is available for occupancy by June 1, 2017;
- E. It is the intention of the Parties to set forth the principles that have been agreed upon with respect to occupancy and use of the Facility in a separate master use agreement (the "**Master Agreement**") between the Parties;

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT**, in consideration of the sum of \$10.00 paid by each of the Parties to the others and the mutual covenants hereinafter contained, the Parties hereby covenant and agree as follows:

**ARTICLE 1:  
DEFINITIONS**

**1.1 Definitions:** In this Agreement, unless specifically indicated otherwise:

- (a) "**Agreement**" means this Development Agreement as it may from time to time be supplemented or amended, together with the schedules to it, and the expressions "herein", "hereby", "hereof", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other subdivision of it;
- (b) "**Approved Plans and Specifications**" has the meaning given to that term in Section 9.1;
- (c) "**Architect Contract**" has the meaning given to that term in Recital C;
- (d) "**Budgeted Capital Cost**" has the meaning given to that term in Section 4.1;
- (e) "**Building**" means the building to be constructed on the Jointly Owned Lands pursuant to this Agreement and in accordance with the Plans;
- (f) "**Business Days**" means any day that is not a Saturday, Sunday or a statutory holiday in the Province of Saskatchewan;
- (g) "**Cash Flow Budget**" has the meaning given to that term in Section 10.1(a);
- (h) "**City Lands**" means the lands described in Schedule "A";
- (i) "**Construction Costs**" means all costs and fees incurred, paid or payable in connection with the completion of the Project in accordance with this Agreement, the Cost Sharing Agreement, the Plans, the Architect Contract, the Approved Plans and Specifications, the construction procurement documents and construction agreements as approved by the Owner's Committee pursuant to this Agreement, (but excluding any costs relating to individual change orders pursuant to Section 4.3);
- (j) "**Construction Fund**" has the meaning given to that term in Section 10.1(b);
- (k) "**Cost Sharing Agreement**" has the meaning given to that term in Recital B;
- (l) "**Facility**" means, collectively, the Building and the Lands;
- (m) "**Facility and Design Committee**" means the committee established pursuant to Section 8.1;

- (n) "**Facility Floor Plans**" means the floor plans for the Building attached hereto as Schedule "D"
- (o) "**Facility Lands Improvements**" means the improvements to be constructed on the Lands as depicted on the Facility Site Plan;
- (p) "**Facility Site Plan**" means the site plan attached hereto as Schedule "C"
- (q) "**FF & E**" means furniture, fixtures and equipment, including equipment that is required by each Party to deliver its intended programs and services at the Facility;
- (r) "**Jointly Owned Lands**" means the lands identified on the Facility Site Plan as the Jointly Owned Lands;
- (s) "**Lands**" means, collectively, the Jointly Owned Lands and the Water Detention Lands;
- (t) "**Laws**" includes all statutes, laws, regulations, by-laws, orders-in-council, legislation and any other enactments, orders, rulings or actions of any government body;
- (u) "**Owner's Committee**" means the committee established pursuant to Section 7.1;
- (v) "**Parties**" means, collectively, the School Board, the City and RPL and "**Party**" means any one of them;
- (w) "**Plans**" has the meaning given to that term in Recital A;
- (x) "**Progress Claim**" has the meaning given to that term in Section 10.1(c);
- (y) "**Project**" has the meaning given to that term in Recital D;
- (z) "**Project Management Consultant**" has the meaning given to that term in Section 9.3;
- (aa) "**School Board Lands**" means the lands described in Schedule "B";
- (bb) "**Water Detention Lands**" means the lands identified on the Facility Site Plan as the Storm Water Detention Area that will be owned and developed by the City as a storm water detention area and athletic field in accordance with this Agreement; and
- (cc) "**Work Execution Schedule**" means the schedule for completing the Project described in Section 8.3.

**1.2 Construction:** In this Agreement, except as otherwise expressly provided:

- (a) All words and personal pronouns shall be read and construed as the number and gender of the Party or Parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- (b) The division of this Agreement into articles and sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- (c) A reference to a statute shall include every regulation made pursuant to such statute, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation which supplements, supersedes or replaces any such statute or any such regulation.
- (d) All dollar amounts are expressed in Canadian funds.

**1.3 Schedules:** The following Schedules attached hereto form part of this Agreement:

Schedule "A"	The City Lands
Schedule "B"	The School Board Lands
Schedule "C"	Facility Site Plan
Schedule "D"	Facility Floor Plans
Schedule "E"	Detailed Capital Cost Budget
Schedule "F"	Development Work to be Performed by the City on the Water Detention Lands
Schedule "G"	Initial Members of the Owner's Committee
Schedule "H"	Initial Members of the Facility and Design Committee
Schedule "I"	Final Certificate of Contributions
Schedule "J"	Facility and Design Committee Terms of Reference

**1.4 Severability:** Any article, section or other subdivision or any other provision of this Agreement which is, is deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable from this Agreement and ineffective to the extent of such voidability, illegality, invalidity or unenforceability and shall not invalidate, affect or impair the remaining provisions of this Agreement which shall be severable from any void, illegal, invalid or unenforceable article, section or other subdivision or provision.

**1.5 Governing Law:** This Agreement and its application and interpretation shall be governed by and construed in accordance with the Laws in force in the Province of Saskatchewan, and each of the Parties irrevocably submits to the jurisdiction of the courts of the Province of Saskatchewan for the interpretation and enforcement of this Agreement.

**1.6 Termination of Cost Sharing Agreement:** Upon execution and delivery of this Agreement by the Parties, the Cost Sharing Agreement will be terminated and replaced and superseded by this Agreement. Construction Costs incurred prior to entry into of this Agreement will be payable by the Parties pursuant to the terms of this Agreement in the proportionate shares set out in Section 5.1 of this Agreement and in accordance with the budget set out in Schedule "E".

## **ARTICLE 2: TRANSFER AND OWNERSHIP OF LAND**

**2.1 Subdivision and Transfer of Lands:** The City and the School Board will take all necessary steps to subdivide and transfer the City Lands and the School Board Lands so that the City becomes the registered owner of the Water Detention Lands and the City and the School Board each become the registered owners of an undivided interest in the Jointly Owned Lands, as tenants in common in the following proportions:

City	30%
School Board	70%

**2.2 Statutory Powers of the City:** The Agreement by the City in Section 2.1 does not bind the City to grant any permit, licence, right or other approval to the City or the School Board as land owners in its role as regulator of land and building development within the City of Regina.

## **ARTICLE 3: FACILITY**

**3.1 Facility Construction:** The Parties agree to participate in and jointly fund the development of the Facility in accordance with the terms and conditions set forth in this Agreement.

**3.2 Representation Re: Authority:** Each of the School Board, RPL and the City hereby confirm that the Plans are acceptable to it and that they have the authority to enter into this Agreement and the signatories hereto have the authority to bind their respective organizations to all of the terms of this Agreement.

**3.3 Licence to Enter the Lands:** Each of the City and School Board hereby grant a licence to each of the other Parties, their employees, agents, contractors and any other parties authorized by a Party to enter upon the Lands in connection with the inspection and completion of the Project and to otherwise prepare the same for occupancy and use by the Parties. This licence shall be subject to all safety and site access rules and requirement of any contractor.

**3.4 Completion Date:** The Parties agree to use their reasonable best efforts to complete the Project in accordance with the approved Work Execution Schedule and otherwise in an

expeditious manner to ensure that the Building will be available for occupancy by June 1, 2017. It is anticipated that the demolition of the existing Scott Collegiate and Albert Scott Community Centre will be completed in 2017 and that the completion of the Water Detention Lands either as developed by the City or by the Parties in accordance with Article 6 will be completed by the end of 2018.

#### **ARTICLE 4: CAPITAL BUDGET**

**4.1 Capital Budget:** The capital budget for the Construction Costs including, without limitation, all demolition, construction, site servicing costs and the acquisition and installation of FF & E for the Facility, is \$41,201,930.00 (the "**Budgeted Capital Cost**"), as set out in detail in Schedule "E".

**4.2 Collective Change Order:** Subject to Sections 9.8 and 4.3, if the Owner's Committee agrees in writing to issue a change order in connection with the Project, the cost of implementing such change order will be shared by the Parties in proportion to their respective Capital Contributions (as defined in Section 5.1), unless otherwise agreed in writing.

**4.3 Individual Change Order:** Subject to Section 9.8, if any Party or Parties wish to issue a change order to a contractor in connection with, or otherwise arrange for, any modification or upgrade to the Facility from that contemplated in the Plans or any subsequent construction agreements, plans, specifications or documents that have been approved by the Parties, such change, modification or upgrade:

- (a) must not detract from the integration functionality or the common design standards and features of the Facility, as detailed in the Plans; and
- (b) must be unanimously approved by the Owner's Committee (with such approval not to be unreasonably withheld or delayed).

The costs associated with such modification or upgrade will be the sole responsibility of the Party requesting the same, or if there is more than one Party requesting the change, then the costs will be shared by such Parties in such proportions as they may agree upon in writing.

**ARTICLE 5:  
CAPITAL CONTRIBUTIONS TO THE PROJECT**

**5.1 Capital Contributions:** Subject to the terms of this Agreement, the Parties will share the Construction Costs in the proportions set out below, up to the maximum amounts shown in the table below, unless otherwise agreed by the Parties in writing (the "**Capital Contributions**"):

	<b>Proportionate Share:</b>	<b>Maximum Amount of Contribution:</b>
School Board	72.85%	\$ 30,016,930
City	21.36%	\$ 8,800,000
RPL	5.79%	\$ 2,385,000
Budgeted Capital Costs	100%	\$ 41,201,930

**5.2 School Board Capital Contribution:** The Parties acknowledge and agree that the total amount of money available to the School Board for its Capital Contribution will be determined by the Ministry of Education upon its approval of the construction contracts to be awarded for the Project, subject to a maximum Capital Contribution of \$30,016,930.00 as set out in Section 5.1.

**5.3 Certification of Capital Contributions:** Following completion of the Project, the Parties will certify the final amounts of their actual Capital Contributions in the form attached as Schedule "I" and such certified Capital Contributions will form the basis for determining the Parties' ownership interests in the Building and the Facility Lands Improvements.

**5.4 Cost Overrun:** Unless the Parties otherwise agree in writing, if the actual Construction Costs exceed the Budgeted Capital Cost, the Parties will share the cost of such cost overruns in proportion to their respective Capital Contributions.

**5.5 FF & E:** The initial purchase of all FF & E required by the Parties upon opening the Facility is included in the Budgeted Capital Cost. Prior to opening the Facility, the Parties will develop an inventory and budget regarding all FF & E required for the operation of the Facility as at opening day. The preparation of the FF & E inventory and budget will be guided by the following principles:

- (a) the Parties will not have any obligation to bring any pre-owned FF & E into the Facility;
- (b) the required shared FF & E will be determined with reference to each Party's standards as to quality, style and quantity of FF & E which each of the Parties would normally purchase in order to equip a stand-alone facility. It is understood that these qualities may differ and that appropriate deference will be given to each

Party's request based on the anticipated use of the space in which such FF & E will be used and the portion of the Budgeted Capital Cost allocated to FF & E;

- (c) notwithstanding subsection (b), the Parties will attempt to ensure common standards wherever possible; and
- (d) it is the intention of the Parties that the cost of FF & E that is required by each Party (including shared FF & E) will approximate each such Party's proportionate share of the Budgeted Capital Cost.

## **ARTICLE 6: DEVELOPMENT OF WATER DETENTION LANDS**

**6.1 Water Detention Lands:** Subject to Sections 6.2 and 6.4, it is the Parties' intention for the City to develop the Water Detention Lands in 2017 at its cost as a water detention area with general park landscaping, a lit basketball court and an irrigated athletic field, all as set forth in Schedule "F". Following demolition of Scott Collegiate and Albert Scott Community Centre pursuant to the terms of this Agreement, the City will be permitted to develop the Water Detention Lands as a storm water detention area. If the City elects to develop the Water Detention Lands as a storm water detention area, it will also develop the Water Detention Lands with general park landscaping, a lit basketball court and an irrigated athletic field, all as set forth in Schedule "F".

**6.2 Capital Contribution:** The Parties acknowledge and agree that the City's ability to develop the Water Detention Lands in 2017 as contemplated in Section 6.1 is subject to City Council's allocation of funds toward the development of the water detention area at this location in the City's 2017 budget. Should City Council approve and allocate the necessary funding in 2017, the City will develop the Water Detention Lands in accordance with Schedule "F" as soon as reasonably possible following such approval. If City Council approves the development of a water detention area on the Water Detention Lands in a budget after 2017, the City will be permitted to develop the area in accordance with this Agreement provided that the improvements described in Schedule "F" are also completed at the same time by the City at its cost and that if the funds allocated in Section 6.4 have already been expended by the Parties pursuant to that Section, then the Parties will no longer be required to contribute that portion of the funding to the improvements in Schedule "F".

**6.3 Demolition of Scott Collegiate and Albert Scott Community Centre:** Following completion of the Building, the Parties will cause the existing Scott Collegiate and Albert Scott Community Centre to be demolished. Upon completion of such demolition and provided that the City has then committed to developing the Water Detention Lands in 2017 in accordance with Schedule "F", the Parties will cause the Water Detention Lands to be a clean, depressed site, ready for the City to perform the work set out in Schedule "F".

**6.4 Costs:** The costs of developing the Water Detention Lands in accordance with Schedule "F" will be borne by the City and will be in addition to the City's Capital Contribution, with the exception of \$125,000.00 which is included in the Budgeted Capital Cost and which shall be paid to the City as the Parties' contribution to the landscaping and related work described in Schedule "F" to be performed by the City. Except as otherwise provided in this Agreement, this



contribution will be payable to the City within 30 days of notice being given to the Parties that the City intends to commence performance of the work set out in Schedule "F". The amount paid will be held in trust by the City and used by the City solely for the purpose of payment of construction costs associated with completing the work set out in Schedule "F". Notwithstanding the foregoing, if the capital funding required for the development of a water detention area on the Water Detention Lands is not approved by City Council in 2017, then the Parties may use the \$125,000.00 budgeted for development of this area to grade, landscape and improve the Water Detention Lands, or otherwise, as the Parties may agree upon in writing. Any additional funding that is required by the Parties to improve the Water Detention Lands and the relative contributions to be made by the Parties toward such costs will be negotiated by the Parties.

## **ARTICLE 7: OWNER'S COMMITTEE**

**7.1 Owner's Committee:** An Owner's Committee is established with the initial members of the same being those persons set forth in Schedule "G". The School Board, RPL and City are each entitled to appoint up to two (2) representatives to the Owner's Committee in order to represent such Party's interests provided, however, that each Party is entitled to one vote regardless of how many representatives are appointed by such Party to the Owner's Committee. Each Party may change any one or more of its representative members on the Owner's Committee by giving notice of such change to the other Parties. Committee members may appoint proxies to attend meetings of the Owner's Committee on their behalf.

**7.2 Responsibilities:** Unless otherwise agreed by the Owner's Committee, the Owner's Committee will meet at least monthly during the Project, either by way of in-person meetings, teleconference or video conference and will be responsible for exercising the rights and responsibilities of the Parties as owners of the Facility, including approving policies, practices, standards, making decisions regarding the Project and exercising rights of the Parties including those rights set out in Section 9.5. The Owner's Committee has the power and authority, and the Parties hereby authorize and direct the Owner's Committee, to give any approvals and to make any decisions required or permitted to be given or made by the Parties with respect to the Project. A decision of the Owner's Committee with respect to any such matter will be binding on the Parties. In the event the Owner's Committee is unable to reach agreement on any issue or matter related to the Project, the issue or matter shall be referred to arbitration in accordance with the provisions of this Agreement.

**7.3 Chairperson:** The members of the Owner's Committee shall from time to time select a Chairperson from among their members. In the absence of the Chairperson, the members present at a meeting shall appoint a chairperson for that meeting.

**7.4 Calling of Meetings and Quorum:** Any member of the Owner's Committee may on at least 5 days written notice (unless any member not present at a meeting waives notice thereof in writing) call a meeting of the Owner's Committee. At least one representative from each of the Parties shall constitute a quorum.

**7.5 Approvals:** Subject to Section 7.6, all decisions and approvals of the Owner's Committee require the concurrence of a majority (i.e. 2 out of 3 votes) and for any decision or approval to be binding on the Parties it must be evidenced by written minutes of the Owner's Committee signed

by the chairperson or otherwise approved in writing by a majority, except in the case of a matter that requires unanimous approval, in which case it shall be approved in writing by at least one representative from each of the Parties.

**7.6 Major Decisions:** Decisions and approvals in respect of the following matters shall require the unanimous approval of the Owner's Committee (i.e. 3 out of 3 votes):

- (a) approval of Project procurement documents and construction contracts and any changes or amendments thereto;
- (b) awarding and entering into construction and other contracts relating to the Project;
- (c) approval of architectural and engineering plans and specifications for the Project;
- (d) approval of any change orders or other revisions to any contractual arrangements in connection with the Project;
- (e) approval of any change to the Plans, Approved Plans and Specifications or other specifications relating to the Project;
- (f) amendments to the Facility and Design Committee Terms of Reference; and
- (g) amendments to the Work Execution Schedule that would result in a delay of the completion of the Project.

## **ARTICLE 8: FACILITY AND DESIGN COMMITTEE**

**8.1 Facility and Design Committee:** A Facility and Design Committee is established with the initial members of the same being those persons set forth in Schedule "H". The School Board, RPL and City are each entitled to appoint up to two (2) representatives to the Facility and Design Committee provided, however, that each Party is entitled to one vote regardless of how many representatives are appointed by such Party to the Facility and Design Committee. Each Party may change any one or more of its representative members on the Facility and Design Committee by giving notice of such change to the other Parties. Committee members may appoint proxies to attend meetings of the Facility and Design Committee on their behalf.

**8.2 Responsibilities:** The Facility and Design Committee shall be responsible for making certain decisions and recommendations relating to the construction of the Facility and the Facility Lands Improvements, subject to the Facility and Design Committee Terms of Reference set forth in Schedule "J", as may be amended, supplemented or replaced by the Owner's Committee from time to time.

**8.3 Work Execution Schedule:** The Facility and Design Committee, in consultation with the Project Management Consultant and others, will prepare and submit to the Owner's Committee for approval a detailed schedule to complete the Project in such form and including such detail as the Owner's Committee may reasonably require (the "**Work Execution Schedule**"). Once approved, the Parties will take all reasonable steps to ensure that the Project is completed in accordance with the approved Work Execution Schedule.

**8.4 Chairperson:** The members of the Facility and Design Committee shall select a chairperson from among their members from time to time, with such chairperson to be a School Board representative. In the absence of the chairperson, the members present at a meeting shall appoint a chairperson for that meeting.

**8.5 Calling of Meetings and Quorum :** Any member of the Facility and Design Committee may on at least 5 days written notice (unless any member not present at a meeting waives notice thereof in writing) call a meeting of the Facility and Design Committee. At least one representative from each of the Parties shall constitute a quorum.

**8.6 Approvals:** All decisions and approvals of the Facility and Design Committee require unanimous concurrence (i.e. 3 out of 3 votes) and for any decision or approval to be binding on the Parties it must be evidenced by written minutes of the Facility Design Committee signed by the chairperson or otherwise approved in writing by at least one representative from each Party. In the event of any dispute amongst the members of the Facility and Design Committee, any member of the committee may submit the disputed matter to the Owner's Committee for resolution.

**8.7 No Liability for Members:** No member of the Facility and Design Committee or the Owner's Committee shall have any personal liability for any loss or damage suffered by any person by reason of anything done or omitted to be done in good faith as a member of such committee.

## **ARTICLE 9: PROCUREMENT PROCESS**

**9.1 Approval of Plans and Specifications:** The Owner's Committee will cause architectural and engineering plans and specifications to be prepared for the Project. Such plans and specifications shall be prepared by a qualified architect and where applicable, a qualified engineer, all at the Parties' expense and shall conform to all governmental requirements. All such plans and specifications and any amendments thereto are subject to the unanimous approval of the Owner's Committee as provided in this Agreement, which approval shall not be unreasonably withheld. The Owner's Committee shall expediently review all such plans and specifications and either approve, or disapprove of them in writing. Once the plans and specifications have been approved by the Owner's Committee, they will be initialled by the members of the Owner's Committee (the "**Approved Plans and Specifications**") and each party will retain a copy.

**9.2 Review of Procurement and Contract Documents:** All procurement documents and construction contracts and any changes or amendments thereto are subject to the unanimous approval of the Owner's Committee as provided in this Agreement. The representative members of the Owner's Committee shall indicate their written approval or disapproval of such procurement documents and construction contracts expeditiously following its receipt in writing thereof.

**9.3 Project Management Consultant:** The Parties have engaged the services of a project management consultant (the "**Project Management Consultant**") to assist them with the management of the procurement and awarding of construction contracts and to facilitate effective

communication, decision-making, management of the construction process and such other tasks as the Facility and Design Committee or the Owner's Committee may require from time to time. The cost of the Project Management Consultant will be paid by the Parties from the initial feasibility fund (the 2007 inner-city revitalization fund) that was established by the Parties prior to the execution of this Agreement. If the cost of the Project Management Consultant exceeds the funds available in the initial feasibility fund, the Parties will, unless otherwise agreed in writing, share the cost of the Project Management Consultant in proportion to their respective Capital Contributions.

**9.4 Awarding of Construction Contracts:** The objective of the Parties is to issue a call for tenders or proposals for the construction of the Facility by November 17, 2014 and complete all contract awards with respect to the construction of the Facility by January 30, 2015.

**9.5 Construction Contracts:** One or more contracts will be awarded for the Project. Unless the Parties otherwise agree in writing, the School Board will be a Party to each contract related to the Project, including the contract with the Project Management Consultant. Subject to the terms of this Agreement, the School Board will be responsible for the payment of invoices issued under and pursuant to such construction contracts. In its capacity as contracting party, the School Board shall use reasonable efforts to identify and pursue any rights of the Parties under any construction contract awarded pursuant to this Agreement. This shall apply to claims of the Parties relating to the Facility or any part thereof, including warranty, property damage and indemnification rights. Such claims will be brought forward by the School Board at the joint expense of the Parties within a reasonable time and in a reasonable manner. The Parties will share the costs and expenses (including solicitor and client costs) of making and prosecuting all such claims in the Proportionate Shares set out in section 5.1 above. RPL and the City shall each indemnify and save the School Board harmless from and against all such costs (including solicitor and client costs), losses, actions, suits, or proceedings brought or prosecuted by the School Board but such indemnity shall be limited to the Proportionate Shares set out in section 5.1 above, unless otherwise agreed in writing.

**9.6 Instructions to Contractors:** No Party or any representative thereof will give instructions to any contractor or to the Project Management Consultant or to any other third party relating to the Project where, pursuant to the terms of this Agreement or any contract with such third party, that third party is to receive directions from the Owner's Committee, the Facility and Design Committee, the Project Management Consultant or the Parties jointly.

**9.7 Costing Alternatives in Bid Package:** The Parties shall ensure that all bidders for the Project break out the list of alternative cost items contemplated in the procurement documents, to assist the Owner's Committee in agreeing, in a fair and equitable manner, upon any changes to the Facility specifications that are necessary so that the Construction Costs agreed upon with the contractor or contractors are in accordance with the Budgeted Capital Costs.

**9.8 Revisions to Facility Specifications:** Unless the Parties otherwise agree in writing, if the proposed Construction Costs from the selected bidder or bidders exceeds the Budgeted Capital Cost, the Parties will endeavour to alter the scope of the Project so that the Construction Costs do not exceed the Budgeted Capital Cost.

**ARTICLE 10:  
PAYMENT OF CONSTRUCTION CONTRACTS**

**10.1 Payment Procedure:**

- (a) The Facility and Design Committee will prepare and submit to the Owner's Committee for approval, a detailed cash flow budget (the "**Cash Flow Budget**") in such form and with such detail as the Owner's Committee may require, which shall set out, among other things, the amounts and the timing of the anticipated expenditures required to complete the Project.
- (b) Upon approval of the Cash Flow Budget by the Owner's Committee, each of the Parties will pay to the School Board, the amounts required to be paid by them pursuant to the approved Cash Flow Budget at the times set out in the approved Cash Flow Budget. The amounts so paid to the School Board (collectively, the "**Construction Fund**") will be held in trust and used by the School Board solely for the purpose of paying Construction Costs. Any unexpended funds will be returned to the Parties following completion of the Project.
- (c) Upon approval by the Facility and Design Committee of an invoice, progress claim or similar request for payment (each a "**Progress Claim**") from a contractor, the Architect, the Project Management Consultant or any other consultant, trade person, sub-trade person or subcontractor providing materials, services or labour in connection with the Project, the School Board will pay such Progress Claims using the Construction Fund (or, in the case of the Project Management Consultant, the initial feasibility fund to the extent that it is available). The School Board will issue invoices to the City and RPL from time to time setting out the amounts paid by each of them in respect of Progress Claims. Such invoices will provide sufficient detail, as requested by the City and RPL, acting reasonably, in order to allow the City and RPL to apply for GST rebates.
- (d) If at any time the School Board determines that additional financial contributions to the Construction Fund are required, such additional contributions will be made by each of the Parties to the School Board within fourteen (14) days following notice of such determination.

**10.2 Interest:** If any Party fails to contribute its share to the Construction Fund promptly when due, the School Board will be entitled, if it demands it, to payment of interest from such Party on such outstanding contribution at a rate equal to the interest, penalties and costs payable under any applicable Progress Claim or construction contract, if any.

**10.3 Indemnification of the School Board:** RPL and the City (each, an "Indemnifier") shall each indemnify and save the School Board harmless from and against all claims, demands, costs, losses, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner related to any failure by such Indemnifier to pay any amount payable by it pursuant to this Agreement.

## **ARTICLE 11: DISPUTE RESOLUTION**

**11.1 Discussions:** Each Party recognizes the interests of the other Parties in the Facility and in this Agreement and accordingly will consult with each other through the Facility and Design Committee and otherwise on all matters material to the Facility, the Project and any decision made pursuant to this Agreement, in order to attempt to seek agreement thereon.

**11.2 Settlement of Disputes:** In the event of any dispute between any of the Parties or a claim by any Party of whatsoever nature in connection with the subject matter of, or the terms and conditions of this Agreement (a "Dispute"), any Party may on at least 10 days' written notice convene a special meeting of the Facility and Design Committee to consider such Dispute. If the Dispute is not resolved to the satisfaction of all Parties by the Facility and Design Committee at such meeting, then any Party may on at least 10 days' written notice request a meeting (a "Settlement Meeting") of the Owner's Committee to consider such Dispute.

**11.3 Arbitration:** If for any reason the Settlement Meeting is not held within 30 days of the date of the notice calling for the same or if the Dispute remains unresolved for in excess of 20 days thereafter, any Party may elect to arbitrate the Dispute by giving notice of this decision and proposing an arbitrator. The arbitration shall be conducted by a sole arbitrator and the provisions of *The Arbitration Act, 1992* (Saskatchewan) shall apply to the arbitration. If the Parties cannot agree on an arbitrator within 30 days of such notice any Party may make an application to the Court of Queen's Bench to have an arbitrator appointed. The Parties agree to proceed expeditiously with the arbitration such that the arbitrators decision is available to the Parties within 60 days of the appointment of the arbitrator, and the Parties agree that any delays in proceeding may be considered by the arbitrator in determining responsibility for the costs of the arbitration. Any awards for costs associated with the arbitration shall be in the discretion of the arbitrator.

**11.4 Recourse to the Courts:** Nothing in this Article 11 shall preclude any Party from recourse to the courts of the Province of Saskatchewan as provided in *The Arbitration Act, 1992* (Saskatchewan) or where there is an error of law relating to or in the arbitration process.

## **ARTICLE 12: EVENTS OF DEFAULT**

**12.1 Events of Default:** If any one of the following events (each an "**Event of Default**") occurs as a result of a Party's act or omission ("**Defaulting Party**"), a non-Defaulting Party shall have the right, but not an obligation to terminate this Agreement upon thirty (30) days written notice to each of the other Parties:

- (a) failure by the School Board to apply any funds advanced by the City or RPL to the development of the Facility as provided herein;
- (b) failure by the City or RPL to advance and pay the required funds to the School Board for the development of the Facility as provided herein; or
- (c) failure by a Party to observe or perform any term, covenant or condition of this Agreement and such failure shall remain uncured for a period of fourteen (14) days after receipt of written notice thereof from a non-Defaulting Party; provided that, if such failure to perform is not capable of being cured within such period, immediately initiate the actions necessary to cure such failure, diligently prosecute such actions until said cure is effectuated and effectuate such cure within ninety (90) days of receipt of the non-Defaulting Party's notice.

**12.2 Performance of Other Party's Obligations:** If a Party should fail, for any reason, to observe or perform any obligation, term, covenant or condition of this Agreement to be performed by it, the non-Defaulting Party or Parties may, at their option, perform such obligation, term, covenant or condition. Upon doing so, the non-Defaulting Party or Parties shall be reimbursed by the Defaulting Party upon demand for all sums paid in performing such obligation, term, covenant or condition and shall be paid such reasonable fee for performing such obligation, term, covenant or condition as would be charged by an independent third party. The performance of any provision by a non-Defaulting Party or Parties pursuant to this Section will not constitute a waiver of such Event of Default or of any prior or subsequent Event of Default by such other Party.

**12.3 Effects of Termination:** Upon the termination of this Agreement, the Owner's Committee will attempt to reach a mutual agreement regarding any compensation and other consequences with respect to the termination of this Agreement within six (6) months following the date of termination.

**12.4 Damages:** The termination of this Agreement pursuant to Section 12.1 shall in no way relieve a Defaulting Party of its liability and obligations hereunder which accrued or arise out of actions or omissions occurring prior to or subsequent to such termination, all of which shall survive any such termination.

**12.5 Remedies:** No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement

preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

## **ARTICLE 13: INDEMNITY**

### **13.1 Indemnification:**

- (a) The School Board, the City and RPL (each, an "**Indemnifying Party**" as the case may be) will indemnify, defend and save the other Parties, their elected officials, officers, directors and employees (the "**Indemnified Parties**") harmless from and against all claims, proceedings, fines, penalties, expenses and costs (including legal costs on a substantial indemnity basis) that are incurred by, made or instituted against or in respect of which any Indemnified Parties may be liable, by reason of the Indemnifying Party's negligence or wilful misconduct in carrying out or its failure or omission to carry out any obligation under this Agreement, except to the extent that the same are caused by the negligence or wilful misconduct of the Indemnified Parties.
- (b) The right of indemnification granted to the Indemnified Parties under subsection (a) shall extend to any amount paid by an Indemnified Party in the settlement of any claim against it, and in entering into any such settlement, that Indemnified Party may exercise its reasonable discretion as to the amount to be paid, but that Indemnified Party shall consult with and obtain the approval from the Indemnifying Party of any intended settlement, at least fifteen (15) Business Days prior to agreeing to any such settlement.
- (c) The Indemnified Parties may enforce the rights of indemnity conferred on the elected officials, officers, and employees under subsection (a) on their behalf and to the same extent as if they were Parties to the Agreement.
- (d) The rights to indemnity provided for in this section shall survive the expiration or any termination of the Agreement.
- (e) The rights to indemnity provided for by this Section will be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Parties under the Agreement.

Nothing in this Section will be construed, however, as relieving the School Board, the City or RPL from liability for any negligence or misconduct on their part, or for their default in or violation of any of the terms of this Agreement.



**ARTICLE 14:  
MISCELLANEOUS**

**14.1 Notice of any Builder's Lien:** If any Party receives notice of any builder's lien relating to the Project, such Party will provide prompt notice thereof to each of the other Parties.

**14.2 Notices:** Any notice, request or other communication hereunder shall be in writing and shall be furnished to the Parties at the addresses given below. Such notices and other communications shall be deemed to have been given if delivered personally, by facsimile or prepaid mail to:

The School Board: The Board of Education of the Regina School Division No. 4 of Saskatchewan., J.A. Burnett Education Centre, 1600 4<sup>th</sup> Avenue, Regina, SK, S4R 8C8, Attention: Deputy Director, Division Services, Facsimile No. (306) 523-3157.

The City: City Services Division, City of Regina, Queen Elizabeth II Court, Box 1790, Regina, SK, S4P 3C8 Attention: Executive Director of City Services, Facsimile No. (306) 777-6824.

RPL: Regina Public Library, 2311 12<sup>th</sup> Avenue, Regina, SK, S4P 0N3, Attention: Chief Executive Officer, Facsimile No. (306) 949-7263

**14.3 Entire Agreement:** This Agreement, the Schedules and the other documents and agreements referred to herein constitute the entire agreement between the Parties with respect to the Project and they supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied.

**14.4 No Partnership:** Nothing herein shall imply a relationship of agency, association of persons, partnership or joint venture between the Parties. Except as otherwise permitted by this Agreement or the Master Agreement, no Party will indicate or represent to any third party that a Party is an agent of the other Parties or any of them. Except as otherwise permitted by this Agreement no Party will have the authority to commit any other Party to a third party. For greater certainty, the Parties acknowledge that the School Board and RPL have or intend to enter into a joint venture agreement with respect to the operation of the space within the Facility that is intended to be used as a public library branch.

**14.5 Amendment:** No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

**14.6 Waiver:** Each of the Parties shall be entitled to waive compliance with any of the terms or conditions of this Agreement which are for its exclusive benefit, in whole or in part, without prejudice to any right it may have in the event of non-performance or non-fulfilment of any other term or condition, provided that such waiver is in writing.

**14.7 Enurement:** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

**14.8 Assignment:** No Party shall assign any of its rights, privileges, liabilities or obligations under this Agreement or any other agreement relating hereto without the express prior written consent of the other Parties.

**14.9 Further Assurances:** Each of the Parties shall, at the request of another other Party and without further consideration, do and perform all further acts and execute and deliver all further documents reasonably required to assure the carrying out of the terms of this Agreement.

**14.10 Counterparts:** This Agreement may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

**The balance of this page is intentionally blank. Signature page follows.**

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year set forth above.

**THE BOARD OF EDUCATION OF THE  
REGINA SCHOOL DIVISION NO. 4 OF  
SASKATCHEWAN**

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

**CITY OF REGINA**  
Per: \_\_\_\_\_  
Authorized Signing Officer  
**ACTING CITY CLERK**



Per: \_\_\_\_\_  
Authorized Signing Officer

**REGINA PUBLIC LIBRARY BOARD**

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer  
Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE "A"**  
**CITY LANDS**

Surface Parcel #109603212

Reference Land Description: Lot 1 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603166

Reference Land Description: Lot 2 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603155

Reference Land Description: Lot 3 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603144

Reference Land Description: Lot 4 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603133

Reference Land Description: Lot 5 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #166249187

Reference Land Description: Blk/Par A Plan No 101144012 Extension 54

Surface Parcel #109603054

Reference Land Description: Lot 16 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603065

Reference Land Description: Lot 17 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603076

Reference Land Description: Lot 18 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603087

Reference Land Description: Lot 19 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603199

Reference Land Description: Lot 20 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #166249198

Reference Land Description: Blk/Par B Plan No 101144012 Extension 200

Surface Parcel #111930881

Reference Land Description: Blk/Par 153 Plan No Old 33 Extension 31

**SCHEDULE "B"**  
**SCHOOL BOARD LANDS**

Surface Parcel #109603122

Reference Land Description: Lot 6 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603111

Reference Land Description: Lot 7 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603100

Reference Land Description: Lot 8 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603098

Reference Land Description: Lot 9 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603177

Reference Land Description: Lot 10 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #111928721

Reference Land Description: Blk/Par A Plan No 101143998 Extension 116

Surface Parcel #109603188

Reference Land Description: Lot 11 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603010

Reference Land Description: Lot 12 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603021

Reference Land Description: Lot 13 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603032

Reference Land Description: Lot 14 Blk/Par 154 Plan No Old 33 Extension 0

Surface Parcel #109603043

Reference Land Description: Lot 15 Blk/Par 154 Plan No Old 33 Extension 0

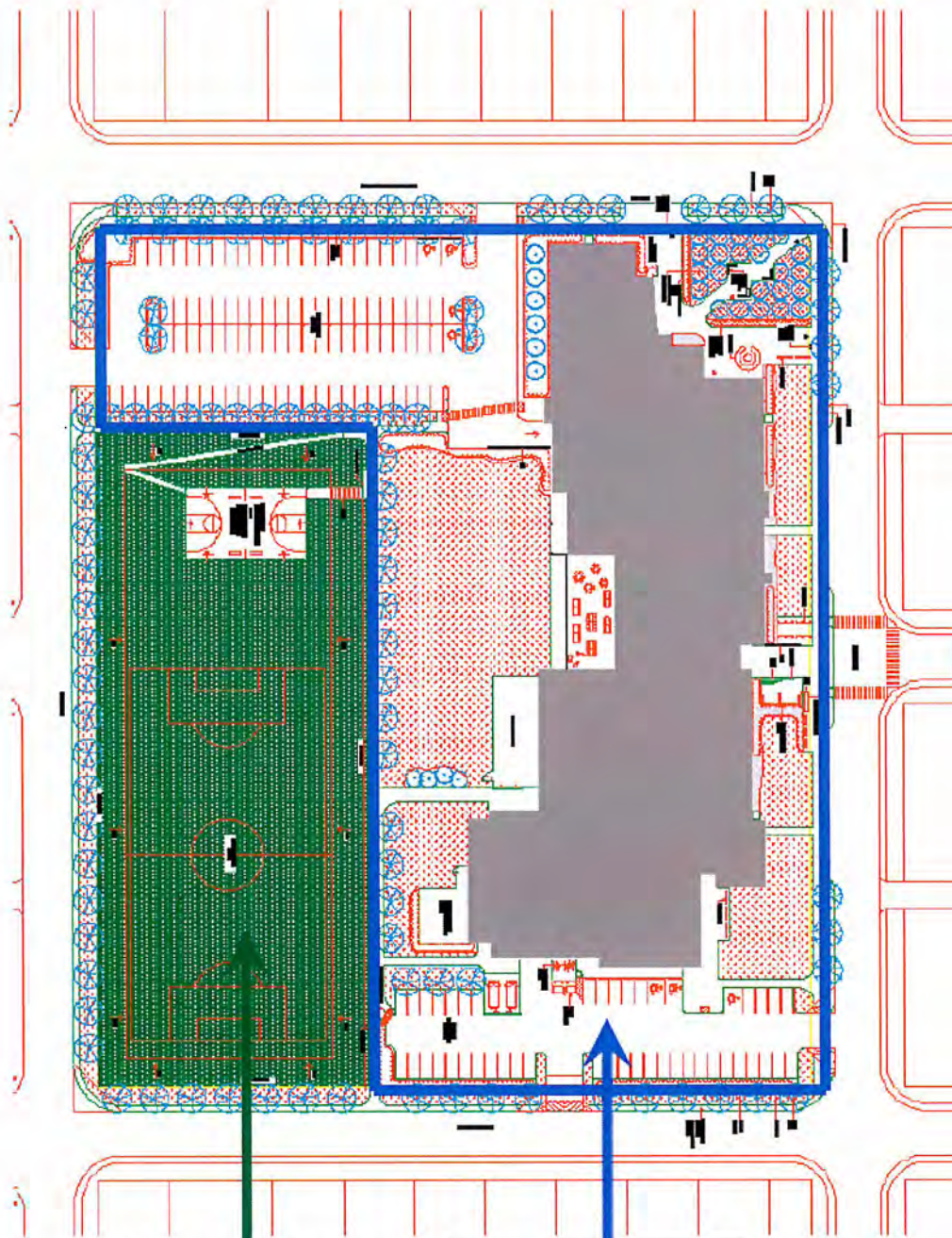
Surface Parcel #111928743

Reference Land Description: Blk/Par A Plan No 101144001 Extension 122

Surface Parcel #111928709

Reference Land Description: Blk/Par A Plan No 101144023 Extension 115

### SCHEDULE "C" FACILITY SITE PLAN



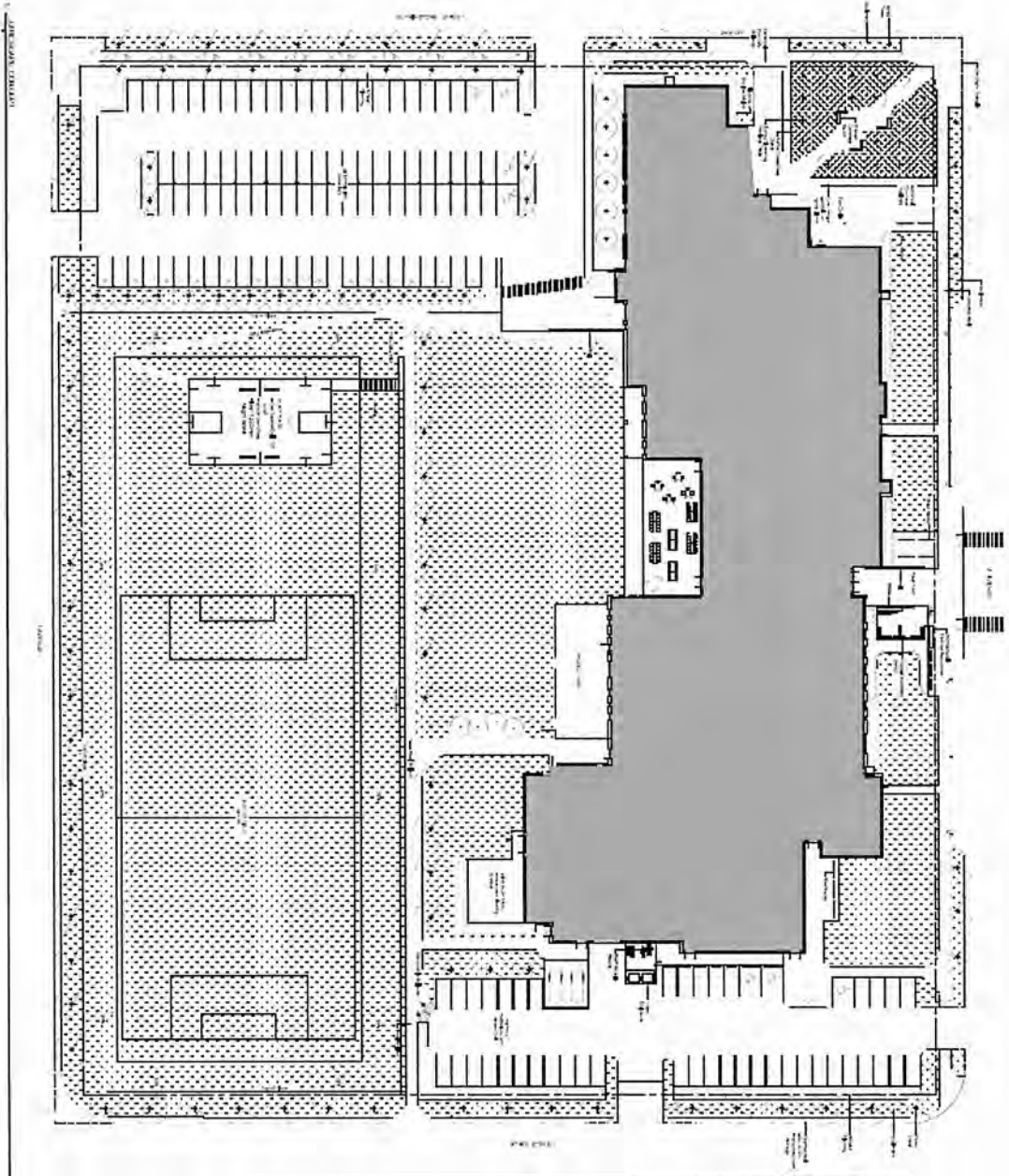
North Central Shared Facility Site Land Ownership  
Total Site Area – 7 acres

Jointly Owned Lands

- 5 acres
- 70 % Regina Board of Education Owned
- 30 % City of Regina Owned

Storm Water Detention Area

- 2 acres
- 100 % City Owned



NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

FOOTING (4)  
 (ENCLOSURE)  
 1/4" = 1'-0"

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

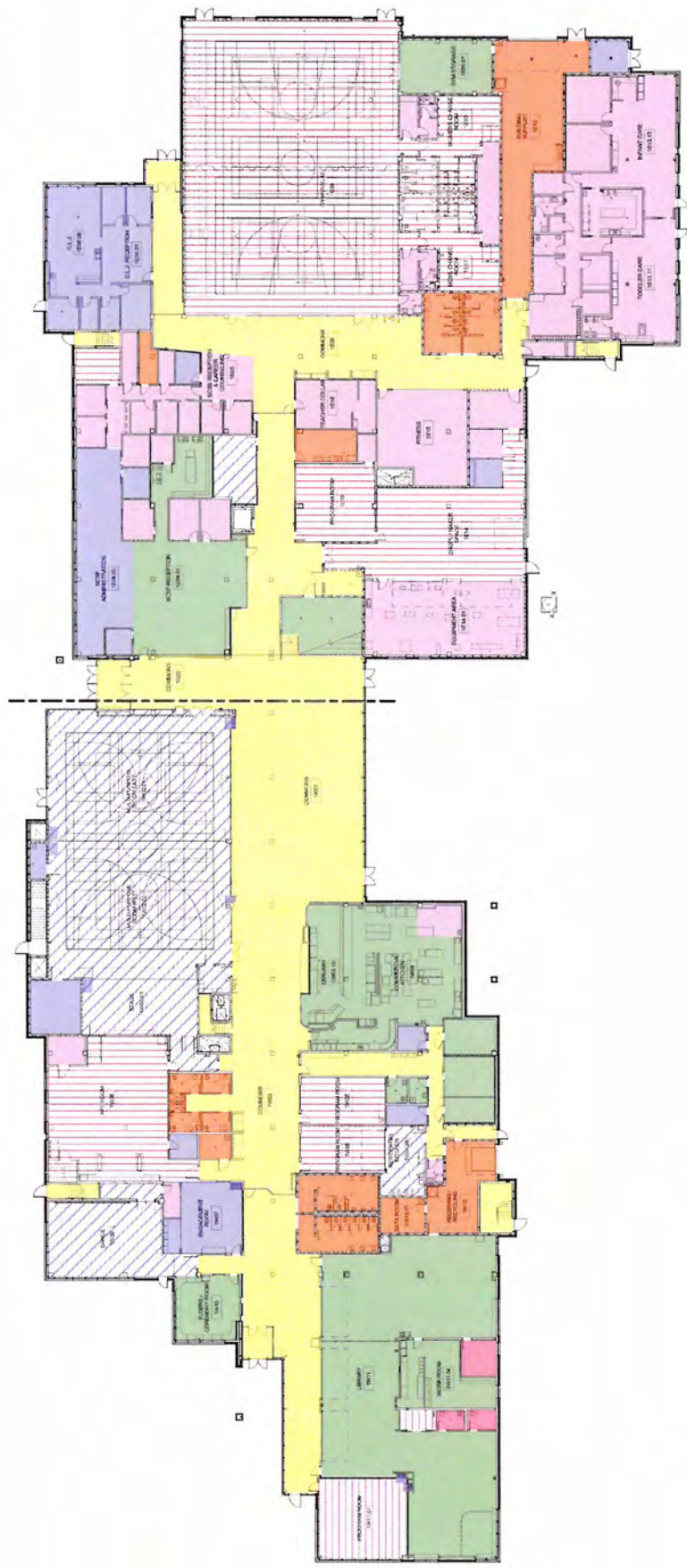
**PRELIMINARY**  
 Not for Construction



**SCHEDULE "D"**  
**FACILITY FLOOR PLANS**

-see attached-





- Common
- Services
- Shared with Priority RBE
- Dedicated RBE
- Joint Dedicated Space
- Shared with Priority CoR
- Dedicated CoR
- Shared with Priority RPL
- Dedicated RPL

1 MAIN FLOOR PLAN  
 4.1 2.2 NTS  
 NORTH



- Common
- Shared with Priority RBE
- Shared with Priority RPL
- Shared with Priority CoR
- Joint Dedicated Space

- Shared with Priority CoR
- Dedicated CoR
- Shared with Priority RPL
- Dedicated RPL

**SECOND FLOOR PLAN**

2  
A11.02 1:200



# Space Allocation Chart

North Central Shared Facility  
(Based on final tender set)

January 23, 2015

850085-0045 (6.0)

Room Number Room Name

Area	Common	Shared with Priority			Joint	Dedicated						
		Circ	Services	RBE		CoR	RPL	No Booking	RBE	CoR	RPL	
(m <sup>2</sup> )												
1E01	VESTIBULE	17	17									
1E02	COMMONS	56	56									
1E03	COMMONS	124	124									
1E03.01	JANITOR	10	10									
1E03.02	STORAGE	47								47		
1E04.01	NCSF RECEPTION	132								132		
1E04.02	NCSF ADMINISTRATION	101									101	
1E04.03	PRIVACY ROOM	7									7	
1E04.04	MEETING ROOM	12								12		
1E04.05	PRINCIPAL	13								13		
1E04.06	VICE PRINCIPAL	13								13		
1E04.07	MEETING ROOM	28								28		
1E04.09	STAFF WORK AREA	34								34		
1E04.10	CUME FILES	6								6		
1E04.11	PRIVACY ROOM	9									9	
1E04.12	QUIET ROOM	9								9		
1E05	SCSS RECEPTION & CAREER COUNSELING	20								20		
1E05.01	SCSS GUIDANCE COUNSELOR	9								9		
1E05.02	COUNSELOR	7								7		
1E05.03	COUNSELOR	7								7		
1E05.04	COUNSELOR	7								7		
1E05.05	SCSS GUIDANCE COUNSELOR	8								8		
1E05.06	SCSS HOTEL OFFICE	9								9		
1E05.07	SCSS HOTEL OFFICE	9								9		
1E05.08	MEETING ROOM	16								16		
1E05.9	STORAGE	8								8		
1E05.10	DATA ROOM	9								9		
1E05.11	RESOURCE OFFICER	8								8		
1E05.12	CORRIDOR	24								24		
1E05.13	STORAGE	5								5		
1E06.01	C.L.I. RECEPTION	31								31		
1E06.02	OFFICE	9								9		
1E06.03	PRIVACY ROOM	9								9		
1E06.04	INTERVIEW ROOM	14								14		
1E06.05	CONTROL STATION	6								6		
1E06.06	SECURE STORAGE	6								6		
1E06.07	BIKE STORAGE	10								10		
1E06.08	C.L.I.	60								60		
1E07	CORRIDOR	54	54									
1E07.01	VESTIBULE	11	11									
1E08	COMMONS	193	193									
1E08.01	WOMENS	22										22
1E08.02	MENS	22										22
1E08.03	STORAGE	8								8		
1E09	GYMNASIUM	636								636		
1E09.01	GYM STORAGE	49								49		
1E09.02	STAFF WORKROOM	8								8		
1E09.03	STAFF LOCKERS	4								4		
1E09.04	STAFF SHOWER	4								4		
1E09.05	STAFF WORKROOM	7								7		
1E09.06	STAFF LOCKERS	3								3		
1E09.07	STAFF SHOWER	4								4		
1E09.08	LAUNDRY	5								5		
1E10	WOMENS CHANGE ROOM	37								37		
1E10.01	WOMENS	13								13		
1E10.02	WOMENS SHOWER	13								13		
1E10.03	TEAM STORAGE	22								22		
1E11	MENS CHANGE ROOM	36								36		
1E11.01	MENS	13								13		
1E11.02	MENS SHOWER	13								13		
1E12	BUILDING SUPPORT	131								131		
1E12.03	OUTSIDE STORAGE	12								12		
1E13.01	DAYCARE ENTRANCE	24								24		
1E13.02	STORAGE	6								6		
1E13.03	STAFF AREA	10								10		
1E13.04	OFFICE	11								11		
1E13.05	WC	6								6		
1E13.06	STORAGE	2								2		
1E13.07	LAUNDRY	6								6		
1E13.08	JANITORS	2								2		
1E13.09	CORRIDOR	24								24		
1E13.10	WC	6								6		
1E13.11	TODDLER CARE	75								75		
1E13.12	KITCHEN	28								28		
1E13.13	INFANT CARE	80								80		
1E13.14	NAP ROOM	21								21		
1E13.15	NAP ROOM	21								21		
1E13.16	STORAGE	6								6		
1E13.17	DIAPER CHANGE	6								6		
1E14	SHOPS / MAKER SPACE	164								164		
1E14.01	EQUIPMENT AREA	121								121		
1E14.02	CoR STORAGE	10								10		
1E14.03	HAND TOOL STORAGE	10								10		
1E14.04	RPS STORAGE	21								21		
1E15	FITNESS	81								81		
1E16	PROGRAM ROOM	62								62		
1E16.01	STORAGE	5								5		
1E17	BROWN BAG	19								19		
1E18	TEACHER COLLAB.	28								28		
1E18.01	TEACHER STORAGE	12								12		
1W01	COMMONS	344								344		
1W02.01	MULTI-PURPOSE ROOM EAST	244								244		
1W02.02	MULTI-PURPOSE ROOM WEST	233								233		
1W02.03	STORAGE	28								28		
1W02.04	LOCKER ALCOVE	9								9		
1W02.05	STAGE	78								78		

Area	Space Allocation					
	RBE %	City %	RPL %	RBE	City	RPL
17	73%	21%	6%	12	4	1
56	73%	21%	6%	41	12	3
124	73%	21%	6%	90	26	7
10	73%	21%	6%	7	2	1
47	33%	19%	33%	16	16	16
132	50%	58%		66	66	0
101		13%		0	101	0
7		13%		0	7	0
12	100%			12	0	0
13	100%			13	0	0
13	100%			13	0	0
28	30%	70%		8	20	0
34	80%	20%		27	7	0
6	100%			6	0	0
9		100%		0	9	0
9	100%			9	0	0
20	100%			20	0	0
9	100%			9	0	0
7	100%			7	0	0
7	100%			7	0	0
7	100%			7	0	0
8	100%			8	0	0
9	100%			9	0	0
9	100%			9	0	0
16	80%	20%		13	3	0
8	100%			8	0	0
9	73%	21%	6%	7	2	1
8		100%		0	8	0
24	100%			24	0	0
5	100%			5	0	0
31		100%		0	31	0
9		100%		0	9	0
9		100%		0	9	0
14		100%		0	14	0
6		100%		0	6	0
6		100%		0	6	0
10		100%		0	10	0
60		100%		0	60	0
54	73%	21%	6%	39	12	3
11	73%	21%	6%	8	2	1
193	73%	21%	6%	141	41	11
22	73%	21%	6%	16	5	1
22	73%	21%	6%	16	5	1
8	100%			8	0	0
636	80%	20%		509	127	0
49	80%	20%		39	10	0
8	100%			8	0	0
4	100%			4	0	0
4	100%			4	0	0
7	100%			7	0	0
3	100%			3	0	0
4	100%			4	0	0
5	100%			5	0	0
37	80%	20%		30	7	0
13	80%	20%		10	3	0
13	80%	20%		10	3	0
22	100%			22	0	0
36	80%	20%		29	7	0
13	80%	20%		10	3	0
13	80%	20%		10	3	0
131	73%	21%	6%	95	28	8
12	100%			0	12	0
24	100%			24	0	0
6	100%			6	0	0
10	100%			10	0	0
11	100%			11	0	0
6	100%			6	0	0
2	100%			2	0	0
6	100%			6	0	0
2	100%			2	0	0
24	100%			24	0	0
6	100%			6	0	0
75	100%			75	0	0
28	100%			28	0	0
80	100%			80	0	0
21	100%			21	0	0
21	100%			21	0	0
6	100%			6	0	0
6	100%			6	0	0
164	70%	30%		115	49	0
121	100%			121	0	0
10		100%		0	10	0
10	100%			10	0	0
21	100%			21	0	0
81	100%			81	0	0
62	80%	20%		37	25	0
5	100%			5	0	0
19	73%	21%	6%	14	4	1
28	100%			28	0	0
12	100%			12	0	0
344	73%	21%	6%	251	73	20
244	20%	80%		49	195	0
233	20%	80%		47	186	0
28		100%		0	28	0
9		100%		0	9	0
78	10%	90%	15%	8	59	12

North Central Shared Facility  
(Based on final tender set)

January 23, 2015  
860086-0045 (6.0)

Room Number	Room Name	Area (m <sup>2</sup> )	Common			Shared with Priority			Joint		Dedicated		
			Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL		
1W02.06	JANITOR	3										3	
1W02.07	VESTIBULE	3				3							
1W03	COMMONS	389	389										
1W03.01	VESTIBULE	10	10										
1W03.02	WOMENS	29		29									
1W03.03	MENS	29		29									
1W03.04	JANITOR	8		8									
1W03.05	WC	6		6									
1W03.06	SHOWER	7		7									
1W03.07	SHOWER	8		8									
1W03.08	WC	6		6									
1W03.09	STAGE ACCESS	13				13							
1W03.10	SERVERY	40						40					
1W04	COMMERCIAL KITCHEN	142						142					
1W04.01	WASHING	23						23					
1W04.02	OFFICE	6							6				
1W04.03	WC	6						6					
1W04.04	JANITOR	5						5					
1W04.05	DRY STORAGE	8							8				
1W04.06	RESIDENTIAL KITCHEN	28				28							
1W04.07	LAUNDRY	4						4					
1W04.08	EXIT CORRIDOR	7	7										
1W04.09	WALK-IN FREEZER	13						13					
1W04.10	WALK-IN COOLER	20						20					
1W04.11	DRY STORAGE	18						18					
1W04.12	OFFICE	7							7				
1W04.13	CORRIDOR	46	46										
1W05	PROGRAM ROOM	41			41								
1W06	PROGRAM ROOM	40			40								
1W07	ENGAGEMENT ROOM	45							45				
1W07.01	STORAGE	7							7				
1W07.02	STORAGE	7							7				
1W08	ART ROOM	166			166								
1W08.01	STORAGE	11							11				
1W08.02	RPL & CoR STORAGE	7								7			
1W09	DANCE	96				96							
1W09.01	STORAGE	9				9							
1W10	ELDERS / CEREMONY ROOM	42						42					
1W11	LIBRARY	399						399					
1W11.01	PROGRAM ROOM	74					74						
1W11.02	OFFICE	13									13		
1W11.03	WORK ROOM	16						16					
1W11.04	WORK ROOM	36						36					
1W11.05	FAMILY ROOM	6									6		
1W11.06	WC	6									6		
1W11.07	STORAGE	7						7					
1W12	RECEIVING / RECYCLING	47		47									
1W12.01	DATA ROOM	16		16									
E01	ELEVATOR	5	5										
S02	STAIR	13	13										
S03	STAIR	7	7										
S04	STAIR	6	6										
S05	STAIR	7	7										
S06	STAIR	8	8										
S07	STAIR	17	17										
1	NET-GROSS (ESTIMATED)	470	470										
TOTAL Main Floor (m <sup>2</sup> )		6540	1794	359	1250	741	81	1022	871	397	25		

Total GSM from drawings: 6540 (Tender Set)

2E01	COMMONS	161	161										
2E02	LEARNING STUDIO	56							56				
2E03	PROJECT STUDIO	78			78								
2E04	LEARNING STUDIO	42			42								
2E05	LEARNING STUDIO	42			42								
2E06	PROJECT STUDIO	75							75				
2E07	COMMONS	246							246				
2E07.01	STORAGE	17							17				
2E07.02	DATA ROOM	9							9				
2E07.03	WC	3							3				
2E07.04	WC	3							3				
2E07.05	WC	3							3				
2E08	TEACHER COLLAB	39							39				
2E08.01	TEACHER STORAGE	13							13				
2E09	COMMONS	258							258				
2E09.01	WC	6		6									
2E09.02	STORAGE	19							19				
2E09.03	WC	5							5				
2E09.04	WC	3							3				
2E09.05	WC	3							3				
2E09.06	WC	3							3				
2E10	MECHANICAL	122		122									
2E10.01	ELECTRICAL	44		44									
2E10.02	GENERATOR	20		20									
2E10.03	JANITOR	4		4									
2E11	TRANSITION ROOM	66							66				
2E12	PROJECT STUDIO	76							76				
2E13	TEACHER COLLAB	31							31				
2E13.01	TEACHER STORAGE	16							16				
2E13.02	WC	6							6				
2E14	PROJECT STUDIO	82							82				
2E15	LEARNING STUDIO	44			44								
2E16	LEARNING STUDIO	36			36								
2W01	BRIDGE	44		44									
2W02	COMMONS	53		53									
2W02.01	JANITOR	9		9									
2W02.02	ELECTRICAL	7		7									
2W02.03	BREAK-OUT ROOM	15							15				
2W02.04	DATA ROOM	7		7									
2W03	COMMONS	193							193				
2W03.01	STORAGE	10							10				

Area	Space Allocation					
	RBE %	City %	RPL %	RBE	City	RPL
3		30%		0	3	0
3	20%	3%		1	2	0
389	73%	21%	6%	283	83	23
10	73%	21%	6%	7	2	1
29	73%	21%	6%	21	6	2
29	73%	21%	6%	21	6	2
8	73%	21%	6%	6	2	0
6	73%	21%	6%	4	1	0
7	73%	21%	6%	5	1	0
8	73%	21%	6%	6	2	0
6	73%	21%	6%	4	1	0
13	10%	75%	15%	1	10	2
40	60%	40%		24	16	0
142	60%	40%		85	57	0
23	60%	40%		14	9	0
6	100%			6	0	0
6	60%	40%		4	2	0
5	60%	40%		3	2	0
8	100%			0	8	0
28	40%	60%		11	17	0
4	100%			4	0	0
7	73%	21%	6%	5	1	0.4
13	60%	40%		8	5	0
20	60%	40%		12	8	0
18	60%	40%		11	7	0
7	100%			0	7	0
46	73%	21%	6%	34	10	2.7
41	60%	40%	15%	25	10	6
40	60%	21%	15%	24	10	6
45	100%			0	45	0
7	100%			0	7	0
7	100%			0	7	0
166	70%	25%	5%	116	42	8
11	100%			11	0	0
7	100%			0	7	0
96	20%	80%		19	77	0
9	20%	80%		2	7	0
42	73%	21%	6%	31	9	2
399	30%	6%	65%	120	20	259
74	25%	75%	65%	19	7	48
13			100%	0	0	13
16	30%		70%	5	0	11
36	30%		70%	11	0	25
6			100%	0	0	6
6			100%	0	0	6
7	25%	75%	65%	2	1	5
47	73%	21%	6%	34	10	3
16	73%	21%	6%	12	3	1
5	73%	21%	6%	4	1	0
13	73%	21%	6%	9	3	1
7	73%	21%	6%	5	1	0
6	73%	21%	6%	4	1	0
7	73%	21%	6%	5	1	0
8	73%	21%	6%	6	2	0
17	73%	21%	6%	12	4	1
470	73%	21%	6%	342	100	27
6540				4011	1979	550

161	73%	21%	6%	117	34	9
56	100%			56	0	0
78	75%	20%	5%	59	16	4
42	75%	20%	5%	32	8	2
42	75%	20%	5%	32	8	2
75	100%			75	0	0
246	100%			246	0	0
17	100%			17	0	0
9	100%			9	0	0
3	100%			3	0	0
3	100%			3	0	0
3	100%			3	0	0
39	100%			39	0	0
13	100%			13	0	0
258	100%			258	0	0
6	73%	21%	6%	4	1	0
19	100%			19	0	0
5	100%			5	0	0
3	100%			3	0	0
3	100%			3	0	0
3	100%			3	0	0
122	73%	21%	6%	89	26	7
44	73%	21%	6%	32	9	3
20	73%	21%	6%	15	4	1
4	73%	21%	6%	3	1	0
66	100%			66	0	0
76	100%			76	0	0
31	100%			31	0	0
16	100%			16	0	0
6	100%			6	0	0

North Central Shared Facility  
 (Based on final tender set)  
 January 23, 2015  
 860086-0045 (6.0)

Room Number	Room Name	Area (m <sup>2</sup> )	Common		Shared with Priority			Joint	Dedicated		
			Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL
2W03.02	WC	6							6		
2W03.03	WC	3							3		
2W03.04	WC	3							3		
2W03.05	WC	3							3		
2W04	MULTI-MEDIA	75							75		
2W04.01	STORAGE	10							10		
2W04.02	EDITING ROOM	5							5		
2W04.03	MIXING ROOM A	10							10		
2W04.04	SOUND RECORDING / FILMING A	13							13		
2W04.05	MIXING ROOM B	6							6		
2W04.06	SOUND RECORDING / FILMING B	8							8		
2W05	PROJECT STUDIO	69							69		
2W06	PROJECT STUDIO	88							88		
2W07	TEACHER COLLAB.	36							36		
2W07.01	TEACHER STORAGE	20							20		
2W08	COMMONS	214							214		
2W08.01	WC	6							6		
2W08.02	WC	5							5		
2W08.03	WC	3							3		
2W08.04	WC	3							3		
2W08.05	WC	3							3		
2W09	PROJECT STUDIO	74							74		
2W10	PROJECT STUDIO	76							76		
2W11	TEACHER COLLAB.	29							29		
2W11.01	TEACHER STORAGE	13							13		
2W12	SCIENCE	98			98						
2W13	SCIENCE	85							85		
2W13.01	PREP ROOM	11							11		
2W14	SCIENCE	101							101		
S01.1	MAIN STAIR	20	20								
S02.2	BLEACHER STAIR	53	53								
S03	STAIR	14	14								
S04	STAIR	11	11								
S05	STAIR	11	11								
S06	STAIR	17	17								
S07	STAIR	21	21								
	NET-GROSS (ESTIMATED)	308	308								
<i>Total GSM from drawings: 3500 (tender set)</i>											
TOTAL 2nd Floor (m <sup>2</sup> )		3500	616	210	446	0	0	0	2228	0	0
TOTAL Main Floor (m <sup>2</sup> )		6540	1794	359	1250	741	81	1022	871	397	25

OVERALL TOTAL (gross m<sup>2</sup>)

Area (m <sup>2</sup> )	Common		Shared with Priority			Joint	Dedicated		
	Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL
10040	2410	569	1696	741	81	1022	3099	397	25
						RBE	474		
						CoR	234		
						RPL	314		

Area	Space Allocation											
	RBE %	City %	RPL %	RBE	City	RPL						
6	100%			6	0	0						
3	100%			3	0	0						
3	100%			3	0	0						
3	100%			3	0	0						
75	100%			75	0	0						
10	100%			10	0	0						
5	100%			5	0	0						
10	100%			10	0	0						
13	100%			13	0	0						
6	100%			6	0	0						
8	100%			8	0	0						
69	100%			69	0	0						
88	100%			88	0	0						
36	100%			36	0	0						
20	100%			20	0	0						
214	100%			214	0	0						
6	100%			6	0	0						
5	100%			5	0	0						
3	100%			3	0	0						
3	100%			3	0	0						
74	100%			74	0	0						
76	100%			76	0	0						
29	100%			29	0	0						
13	100%			13	0	0						
98	90%	10%		88	10	0						
85	100%			85	0	0						
11	100%			11	0	0						
101	100%			101	0	0						
20	73%	21%	6%	15	4	1						
53	73%	21%	6%	39	11	3						
14	73%	21%	6%	10	3	1						
11	73%	21%	6%	8	2	1						
11	73%	21%	6%	8	2	1						
17	73%	21%	6%	12	4	1						
21	73%	21%	6%	15	4	1						
308	73%	21%	6%	224	66	18						
TOTAL 2nd Floor							3500			3198	243	59
TOTAL Main Floor							6540			4011	1979	550

Area	Space Allocation					
	RBE	CoR	RPL			
Capital Contributions				72.9%	21.4%	5.8%
10040	Allocated Area (m <sup>2</sup> )	7209	2222	609		
10040	Affordable Area (%)	71.8%	22.0%	6.1%		
10040	Affordable Area (m <sup>2</sup> )	7214	2211	615		
	variance	5	(11)	6		

**SCHEDULE "E"**  
**DETAILED CAPITAL COST BUDGET**

Budget Item Number	Budget Item Description	Budget (\$) as of Jan 9/15	FUNDING		
			School (72.85%)	City (21.36%)	Library (5.79%)
<b>1</b>	<b>Construction (Tender)</b>	<b>31,725,423</b>	<b>22,794,977</b>	<b>6,985,652</b>	<b>1,944,794</b>
1.01	Building and Site Works (excludes GST)	31,725,423	22,794,977	6,985,652	1,944,794
	10,040 Affordable Area		7,214	2,211	615
<b>2</b>	<b>Consulting Fees</b>	<b>3,455,402</b>	<b>2,517,372</b>	<b>738,012</b>	<b>200,018</b>
2.01	Land Survey	11,340	8,262	2,422	656
2.02	Geotechnical Eng Services	11,490	8,371	2,454	665
2.03	P3Architecture - Fee	3,143,346	2,290,029	671,363	181,955
2.04	P3Architecture - Disbursements	70,000	50,997	14,951	4,052
2.05	Furniture Consulting (base + disbursements)	0	0	0	0
2.06	P3Architecture - Redesign Fees	166,976	121,647	35,663	9,666
2.07	LEED - Redesign	5,750	4,189	1,228	333
2.08	Civil Engineering - Redesign	5,000	3,643	1,068	289
2.09	Kitchen Consultant - Redesign	2,500	1,821	534	145
2.10	Landscape Architect - Redesign	25,000	18,213	5,340	1,447
2.11	Site Sign	1,500	1,093	320	87
2.12	Visioning	5,000	3,643	1,068	289
2.13	Legal Fees	7,500	5,464	1,602	434
<b>3</b>	<b>Furniture, Furnishings and Equipment</b>	<b>2,767,021</b>	<b>2,019,911</b>	<b>587,802</b>	<b>159,308</b>
3.01	FFE (School)	2,019,911	2,019,911		
3.02	FFE (Library)	159,308			159,308
3.03	FFE (City)	587,802		587,802	
<b>4</b>	<b>Demolition Costs</b>	<b>1,318,685</b>	<b>1,138,861</b>	<b>179,824</b>	<b>0</b>
4.01	Demolition/ Hazardous Removal	1,232,903	1,066,461	166,442	
4.02	Demolition-Professional Fees (7.6%)	85,782	72,400	13,382	
<b>5</b>	<b>Contingencies</b>	<b>1,021,702</b>	<b>751,956</b>	<b>214,421</b>	<b>55,325</b>
5.01	Construction Contingency	955,768	696,308	204,135	55,325
5.02	Demolition Contingency	65,934	55,649	10,286	
<b>6</b>	<b>Owner Costs</b>	<b>400,000</b>	<b>291,415</b>	<b>85,433</b>	<b>23,154</b>
6.01	SaskPower	25,000	18,213	5,340	1,447
6.02	SaskEnergy	0	0	0	0
6.03	SaskTel / Fiber	25,000	18,213	5,340	1,447
6.04	Water / Sewer	25,000	18,213	5,340	1,447
6.05	Cost Share with CoR (Retention Pond)	125,000	91,067	26,698	7,236
6.06	Owner Controlled Insurance Program	200,000	145,706	42,716	11,577
<b>7</b>	<b>Taxes</b>	<b>513,697</b>	<b>502,440</b>	<b>8,856</b>	<b>2,400</b>
7.01	GST Total	2,034,412	1,475,724	439,557	119,130
7.02	Less GST Rebates (68% / 100% / 100%)	(1,562,180)	(1,003,493)	(439,557)	(119,130)
7.03	PST (Consulting * 80% * 5% * 30%*)	41,465	30,208	8,856	2,400
<b>Project Budget</b>		<b>41,201,930</b>	<b>30,016,930</b>	<b>8,800,000</b>	<b>2,385,000</b>
<b>Funding Summary</b>		<b>41,201,930</b>	<b>30,016,930</b>	<b>8,800,000</b>	<b>2,385,000</b>
<b>Variance</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**SCHEDULE "F"**  
**DEVELOPMENT WORK TO BE PERFORMED BY THE CITY ON THE WATER  
DETENTION LANDS**

- Construction of a new storm detention facility to provide 88% of a 1:25 flood protection level to relieve the 7<sup>th</sup> avenue storm trunk and benefiting residential properties in the immediate and surrounding areas. Stormwater detention requirements for the Building is to be accommodated by the Building and on the Jointly Owned Lands.
- The water detention site will be designed to accommodate the Building and its associated Facility Lands Improvements, parking, vehicle and pedestrian access and landscaping as depicted on the Facility Site Plan.
- The water detention site will include the following amenities as further detailed in the Facility Site Plan:
  - Development of a 9,600 m<sup>3</sup> dry-bottom stormwater storage facility with the following specifications
    - Average 1.5m depth.
    - 25% grade from property lines at south and east to bottom.
    - 25% grade from edge of west and north pathways to bottom.
    - Tip point along south property line.
  - General landscaping
    - Turf and street trees as per the Facility Site Plan.
  - Lit basketball court
    - Lighting levels to match City of Regina Regent Park basketball courts.
    - Lighting to be on a push-button timer and schedule.
    - Power to be provided from the Building.
    - 27m x 16m.
    - Concrete grade beam perimeter with 50mm asphalt over granular base with drainage.
    - 2 pairs of basketball hoops.
    - 4 skate benches.
    - Low height chain link fence (1,200mm).
    - Wheelchair ramp to courts provided.
  - Irrigated soccer field
    - 42m x 80m irrigated turf soccer field with painted game lines.
    - Minimum 1m distance to toe of slope.

**SCHEDULE "G"**  
**INITIAL MEMBERS OF THE OWNER'S COMMITTEE**

School Board:

Greg Enion  
Darren Boldt

City:

Executive Director, City Services  
Director of Community Services

RPL:

Jeff Barber  
Julie McKenna



**SCHEDULE "H"**  
**INITIAL MEMBERS OF THE FACILITY AND DESIGN COMMITTEE**

School Board:

David Bryanton

City:

Jamie Hanson

RPL:

Julie McKenna

**SCHEDULE "I"**  
**FINAL CERTIFICATE OF CAPITAL CONTRIBUTIONS**

DATE: [◆]

RE: Development Agreement dated \_\_\_\_\_, 2014 (the "**Development Agreement**"), made between The Board of Education of the Regina School Division No. 4 of Saskatchewan (the "**School Board**"), The City of Regina (the "**City**") and Regina Public Library Board ("**RPL**").

Each of the undersigned hereby certifies and agrees that the final Capital Contributions of the School Board, the City and RPL are as set forth in the table below:

	<b>Payments made in connection with the Project</b>	<b>Proportionate Ownership Interest in the Building and the Facility Lands Improvements</b>
<b>School Board:</b>	\$◆	◆%
<b>City:</b>	\$◆	◆%
<b>RPL:</b>	\$◆	◆%
<b>Total:</b>	\$◆	100%

Unless otherwise defined herein, capitalized words and phrases shall have the meanings given to them in the Development Agreement.

This Certificate may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

**THE BOARD OF EDUCATION OF THE  
REGINA SCHOOL DIVISION NO. 4 OF  
SASKATCHEWAN**

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

**CITY OF REGINA**

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

**REGINA PUBLIC LIBRARY BOARD**

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE "J"**  
**FACILITY AND DESIGN COMMITTEE TERMS OF REFERENCE**

The decision making authority and responsibilities of the Facility and Design Committee, unless amended by the Owner's Committee pursuant to the terms of the Agreement, are as follows:

1. Committee members are expected to attend all meetings of the committee and all meetings with the Architect and the Project Management Consultant.
2. Provide recommendations to the Owner's Committee regarding specific design and construction methods.
3. Develop specifications for and evaluate selection of any contractors required for the Project. Such specifications and selection recommendations shall be presented to the Owner's Committee for review and approval.
4. Authorize change orders, provided that such change order is within the relevant contingency fund budget as approved by the Owner's Committee.
5. Monitor and direct the work of the Architect, the Project Management Consultant and other contractors.
6. Take all reasonable steps to ensure that work proceeds in accordance with the Work Execution Schedule.
7. Manage all consultant and contractor contracts on behalf of the Parties provided that if a dispute arises with a consultant or contractor the Owner's Committee must approve any termination or amendment of any contracts.
8. Keep minutes of every meeting and document all decisions made by the Committee. Ensure that the Architect and Project Management Consultant keep minutes and document all decisions made during meetings that are chaired by them.
9. Report to the Owner's Committee, as and when requested by the Owner's Committee on such matters as the Owner's Committee may request, including the following:
  - a. Adherence to budget, including respecting change orders and contingency funds;
  - b. Progress of the Project as it relates to the Work Execution Schedule;
  - c. The performance of any contractors hired by the Parties in relation to the Project; and
  - d. Any other information as requested by the Owner's Committee or considered to be relevant by the Facility and Design Committee.
10. Immediately report to the Owner's Committee on the following items:
  - a. If it becomes apparent that the completion date or any other milestone date for the Project is or may be threatened;

- b. If it becomes apparent that a budget or contingency fund is or may be threatened;
  - c. If there is a dispute amongst the members of the Facility and Design Committee that cannot be resolved and must be resolved in order to ensure progress of the Project on time and on budget;
  - d. All contractual disputes or potential contractual disputes involving any of the contractors working on the Project; and
  - e. If any injury or incident occurs that may result in a claim against any of the Parties.
11. Subject to the terms of this Agreement, the Facility and Design Committee may set decision-making and participation guidelines and protocols for the use of the committee.