

Reference ID: 20I-RFP-PROC-Prime Consultant - Taber

THIS CONTRACT MADE EFFECTIVE THE 11th DAY OF September, 2020.

BETWEEN:

Taber and District Housing Foundation

("TDHF")

- and -

Vaughan Hoy Architecture

(the "Consultant")

for

TABER DEVELOPMENT PROJECT

The parties agree as follows:

1. DEFINITIONS

1. In this Contract:

- .1 "Additional Services" means the Services, work, duties, functions and deliverables not otherwise included in this Contract and requested by TDHF.
- .2 "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province.
- .3 "Claim or Claims" means, as the case maybe, any one or more of the following: claims, demands, losses, costs, liabilities, damages, liens, encumbrances, actions, suits or proceedings, whether first party or third party.
- .4 "Construction Budget" means TDHF's combined estimate of the Construction Cost, construction contingencies and GST, or if there is no Province's combined estimate, an amount agreed to by TDHF and the Consultant.
- .5 "Construction Contract" means the executed agreement between TDHF and the Construction Manager, the general conditions, the drawings, the specifications and all the other documents identified in the said agreement as Contract Documents.
- .6 "Construction Cost" means the contract price(s) of all Project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Consultant, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not.

Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimate of probable cost of construction as determined by

TDHF and/or TDHF's cost consultant in consultation with the Consultant, , at market rates at the anticipated time of construction. Construction Cost excludes the following:

- .1 the compensation of the Consultant and the Subconsultants,
 - .2 other professional fees which are the responsibility of TDHF,
 - .3 the land cost, and land development charges.
- .7 "Construction Documents" prepared by the Consultant and its Subconsultants consist of drawings, specifications and other documents appropriate to the size and complexity of the Project, to describe the size and character of the entire Project including architectural, structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings of the Project.
- .8 "Contract" means the signed agreement as specified under Article 3 - Contract Documents of this document.
- .9 "Construction Manager" the person appointed by TDHF to be the construction manager for the construction of the Project.
- .10 "Effective Date" means the date first above written.
- .11 "Field Review / General Review" means review during visits to the Place of the Work (and where applicable, at locations where building components are fabricated for use at the Project site) at intervals appropriate to the stage of the construction that the Consultant in its professional discretion, considers necessary to become familiar with the progress and quality of the Work and to determine that the Work is in general conformity with the Construction Documents, and so report, in writing, to TDHF, contractor and chief building official.
- .12 "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.
- .13 "Intellectual Property" means all discoveries, inventions, know-how, improvements, developments, processes, technology, compositions, designs, techniques, methods, industrial designs, compositions, prototypes, models, literary work, research, drawings, software and trade secrets whether capable of patent, industrial design, copyright or trademark protection, or any other type of protection, or not.
- .14 "Intellectual Property Rights" means all rights available at common law, equity and statute, relating to Intellectual Property.
- .15 "Instruments of Service" are the design, drawings, specifications and reports prepared by or on behalf of the Consultant or Subconsultant, including but not limited to plans, sketches, drawings, graphic representations and specifications, computer-generated designs and materials related to the Contract.
- .16 "Notice" means a notice made in writing and delivered to one of the parties at the address stipulated for in the Agreement.
- .17 "Personal Information" means personal information as defined in the *FOIP Act*.

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- .18 “Place of the Work” is the designated site or location of the Work identified in the RFP and Proposal.
- .19 “Prime Contractor” means the prime contractor for a work site referred to in *Occupational Health and Safety Act (Alberta)*.
- .20 “Project” as described in this Contract means the total enterprise or endeavour contemplated in the RFP and Proposal, Section 3, of which the Work is a part.
- .21 “Project Budget” is TDHF's estimated total expenditure for the entire Project. It includes, but is not limited to, the Construction Budget, professional fees, costs of land, rights of way, and all other costs to TDHF for the Project.
- .22 “Proposal” means the proposal submitted by the Consultant in response to RFP;
- .23 “Reimbursable Expenses” are actual expenditures necessarily and properly incurred by the Consultant and the Consultant's Subconsultants in the interest of the Project, and which are, under the terms of this contract, reimbursable by TDHF in addition to the fee for services stated in this Contract.
- .24 “RFP” means the Request for Proposal issued by TDHF for this Contract.
- .25 “Services” means the work, services, duties, functions and deliverables described in Schedule A; and includes everything done or performed by or through the Consultant that is within the scope of the Contract, as set out in the Contract, including preparation and submission of any deliverables required by the Contract.
- .26 “Subconsultant” means the legal entity with whom the Consultant enters into a contract to perform part of the Services.
- .27 “Term” means the contract period specified in Article 4.
- .28 “Work” means the total construction and related services required by the Contract Documents.

2. SERVICES

1. The Consultant shall perform the Services and provide the deliverables as attached in Schedule 'A' - Schedule of Services.
2. The Consultant's Fixed Fee for the Project identified in the Agreement is \$ 389,390.00.
3. The Services are to be applicable to a maximum of 15 subtrade packages as coordinated with the Construction Manager.
4. As part of the services described in Schedule 'A', the Consultant shall provide the following deliverables in electronic and hardcopy formats to TDHF:

Item	<u>Deliverable</u>	No hardcopy of Sets	<u>Completion Required By</u>
.1	Schematic design drawings.	1 PDF	December 15, 2020
.2	Schematic design report.	1 PDF	January 8, 2020
.3	Design development drawings and outline specifications.	1 PDF	March 12, 2021
.4	Design development report.	1 PDF	March 31, 2021
.5	Review set of working drawings and specifications at [40%] completion for each subtrade bid package.	1 PDF	Within 8 weeks after commencement
.6	Review set of working drawings and specifications at [70%] completion for each subtrade bid package.	1 PDF	Within 8 weeks after previous review
.7	Review set of working drawings and specifications at [100%] completion for each subtrade bid package.	1 PDF	Within 8 weeks after previous review
.8	Reproducible set of tender-ready drawings and specifications for each subtrade bid package.	1 PDF	[]
.9	Pre-tender report for each subtrade bid package.	1 PDF	[]
.10	Only electronic set of tender-ready drawings and specifications for each subtrade bid package.	1 PDF	[]
.11	Only electronic copy of ready-for-issuance addenda, as required, for each subtrade bid package.	1 PDF	[]
.12	Updated construction cost estimate (before commencement of each phase of the services and for each subtrade bid package).	1 PDF	[]

5. Before proceeding with each above noted deliverable of, the Consultant shall obtain TDHF's written approval of the Consultant's deliverables from the preceding deliverable, and TDHF's written approval will not be unreasonably withheld.
6. The Consultant shall coordinate the services of the Subconsultants as identified in their Proposal and the consultants identified by TDHF in the RFP.

3. CONTRACT DOCUMENTS

1. The Contract is comprised of the following documents, which constitute the entire Contract between the parties and supersede any prior negotiations, representations, or agreements, written or oral:
 - .1 This Agreement form;
 - .2 Schedule 'A' - Schedule of Services, attached;
 - .3 Schedule 'B' - Section 00 31 05 Fee Proposal Submission Form; and
 - .4 Schedule 'C' - Table of Reimbursable Expenses.

If there is a conflict, inconsistencies, variations or discrepancies between any documents that comprise the Contract, the priority of documents that govern, from highest to lowest, is in the order listed under 3.1 above; beginning with 3.1.1.

2. Consultant's Proposal is attached for reference purpose only.

4. CONTRACT TERM

1. This Contract shall be effective from the Effective Date until one year from the substantial completion of the Project unless terminated in accordance with the terms of this Contract.
2. TDHF may extend this Contract under the same terms and conditions upon mutually acceptable agreement with the Consultant.

5. FEES FOR SERVICES

1. The Services are payable on a Fixed Fee basis.
 - .1 The Fixed Fee is \$ **389,390.00, excluding GST.**

The total amount payable by TDHF for Services paid on a Fixed Fee basis will not exceed regardless of the amount of time actually spent or necessary to be spent in the performance of the Services.

6. REIMBURSABLE EXPENSES

1. All expenses incurred by the Consultant in the performance of the Services are included in the amount(s) set out under Section 00 31 05 Fee Proposal Submission Form, in this Agreement Form, except for those expenses contemplated in Article 7.

7. PAYMENT OF REIMBURSABLE EXPENSES

1. The Consultant will be paid for its Reimbursable Expenses.
2. Attached at Schedule "C" Reimbursable Expenses, is a table of the rates that the Consultant can claim for transportation, accommodation and meal expenses for any travel which exceeds the 50 trips contemplated in the Trip Cost Allowance included in the Fixed Fee.
3. Reimbursable Expenses rates for in-house and out-of-house photocopying, courier, long distance telephone calls, specific project literature, and in-house plotting that the Consultant can claim are also identified in Schedule "C". Approvals, Receipt requirements, and Back-Up requirements are indicated in Schedule "C".
4. All claims for reimbursable expenses incurred by the Consultant, Subconsultants, or their employees, must be accompanied by originals or photocopies of supporting receipts, invoices, or statements issued by parties other than the claimant, except for those expenses such as the Consultant's internal disbursements, such as photocopying and printing included in the fee disbursement allowance of the Proposal, and items 1, 2, 6 and 8 in Schedule "C", which may be claimed by the Consultant without receipts.
5. The GST portion of a reimbursable expense is reimbursable by TDHF under this Contract.
6. No markup on reimbursable expenses is payable by TDHF.

8. PAYMENT

1. TDHF shall make payment to the Consultant on account of the fee for Services and any reimbursable expenses in accordance with the provisions of the Contract.
2. The maximum total amount payable under the Contract for the Fixed Fee is **\$389,390.00**, excluding GST.
3. All dollar amounts in the Contract are stated in, and are payable in, Canadian dollars.
4. TDHF may order the re-execution of any Services which are not performed in accordance with the standard set out in Article 28.1 of this Contract, in which case the Consultant shall re-execute the Services at the Consultant's expense in accordance with this Contract.
5. Amounts invoiced on account of fees for Services must not exceed the value of Services performed before the date of invoice submission.
6. No deductions shall be made by TDHF from amounts payable to the Consultant other than those for which the Consultant is responsible or has agreed to pay.
7. Variance from the Construction Budget established under this contract shall not constitute grounds for TDHF to withhold fees due to the Consultant.
8. If and to the extent that the Contract time initially established in the Construction Contract is exceeded or extended through no fault of the Consultant, fees for services required for such extended period of the contract administration shall be as mutually agreed with TDHF as Additional Services.

9. In the event that new or additional taxes in respect of the services included in this Contract are required by federal, provincial, territorial, regional or municipal legislation after the Contract is executed, the amount under this Contract shall be adjusted to include such taxes.
10. Where an invoice includes amounts on account of services paid on a time rate basis, the Consultant shall provide, with the invoice, a breakdown indicating the name, classification, hourly rate, and number of hours (to the nearest ½ hour) billed for each billable person.
11. TDHF represents and warrants that, as the purchaser of the Services provided under this Contract, all amounts payable under this Contract are subject to the Goods and Services Tax (GST) under Part IX of the Excise Tax Act (Canada) as amended.
12. The total amount invoiced must not exceed the following components of the Fixed Fee before completion of each respective phase of the Services:

Pre-Design	\$13,150.00
Schematic Design	\$68,985.00
Design Development	\$57,425.00
Construction Documents	\$124,810.00
Tender	\$14,630.00
Construction Administration	\$66,320.00
Identified Disbursement Allowances	\$4,070.00
Identified Trip Cost Allowances	\$40,000.00
Grand Total (Excluding GST)	\$389,390.00

13. Payments for the Services shall be payable monthly, upon submittal of the Consultant's invoice, and shall be for the estimated value of the portion of the Services performed during the preceding month, in proportion to the amount payable for each phase of the Services.
14. Payments on account of Additional Services and for Reimbursable Expenses shall be made monthly upon submittal of the Consultant's invoice with all supporting documentation required for reimbursable expenses and for the Additional Services rendered or expenses incurred.
15. An invoice submitted by the Consultant under this Contract shall be paid by TDHF within thirty (30) days after the Consultant's invoice has been submitted, unless the Consultant is in default of this Contract or an adjustment is made by TDHF which has been communicated in writing to the Consultant within 10 days of the invoice being submitted to TDHF.
16. TDHF will pay the Consultant for any Additional Services in accordance with any amendment(s) to the Contract. TDHF is not liable for payment for Additional Services without a written amendment to this Contract.

9. PERFORMANCE OF SERVICES

1. The Consultant agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from TDHF regarding the performance of the Services. The Consultant warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Consultant in its Proposal that is incorporated into, attached to or otherwise included in Schedule 'A' are representations and warranties of the Consultant and form part of this Contract.
2. TDHF may at any time authorize the Consultant to perform Additional Services, amend terms and conditions of the Contract upon mutual agreement with the Consultant.

10. RECORDS AND REPORTING

1. The Consultant shall:
 - .1 keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to TDHF these documents to examine, audit and make copies and take extracts; and
 - .2 keep the documents referred to in Article 10.1.1 for three years following the completion or termination of this Contract.
2. The Consultant shall submit periodic written status report to TDHF as requested by TDHF during the Term indicating:
 - .1 the Services completed during that reporting period;
 - .2 the time schedule for those portions which are not completed; and
 - .3 any other information requested by TDHF in relation to the completion of this Contract.

11. NON-ASSIGNABILITY AND SUBCONTRACTING

1. The Consultant shall not:
 - .1 assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - .2 subcontract the Services (other than as specified in Schedule 'A')without the prior written consent of TDHF, which shall not be unreasonably withheld.

2. When the Consultant retains any subconsultant(s) in connection with performance of the Services, the Consultant shall:
 - .1 be responsible for the performance and activities of the Subconsultant(s); and
 - .2 contractually obligate the Subconsultant(s) to take action, or refrain from taking action, as necessary to enable the Consultant to fulfill its obligations under this Contract.
 - .3 bind each Subconsultant engaged by the Consultant to the terms Articles of this contract, to the extent applicable to the part of the Services performed by the Subconsultant.
 - .4 discharge the Consultant's lawful obligations to Subconsultants engaged by the Consultant and shall satisfy any claims against the Consultant or TDHF by Subconsultants engaged by the Consultant.

12. PERSONNEL REPLACEMENT

1. The Consultant shall not replace any employee, Subconsultant / Subconsultants or agent identified in Consultant's proposal, or add any employee, Subconsultant or agent, to perform the Services without the prior written approval of TDHF, which approval shall not be unreasonably withheld.
2. The Consultant shall:
 - .1 remove any employee, Subconsultant or agent of the Consultant engaged in providing the Services upon the written reasonable request of TDHF within the time limit indicated in such request; and
 - .2 only replace such removed employee, Subconsultant or agent of the Consultant upon getting the prior written approval of TDHF, which approval shall not be unreasonably withheld.

13. COMPLIANCE

1. The Consultant shall:
 - .1 comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Consultant in performing the Services; and
 - .2 maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Consultant is performing work as defined in the Occupational Health and Safety Regulations and the Consultant is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Consultant shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Contract.
 - .3 when the Workers' Compensation Act (Alberta), as amended from time to time, applies, and upon request from TDHF, deliver to TDHF a certificate from the

Workers' Compensation Board showing that the Consultant is registered and in good standing with the Board.

14. **COPYRIGHTS AND USE OF DOCUMENTS**

1. Ownership of all Instruments of Service including any associated copyright, patent, trade secret, industrial design or trademark rights belongs to TDHF as they are made, prepared, developed, generated, produced or acquired under this Contract. The Instruments of Service shall be delivered to TDHF upon completion or termination of this Contract, or upon request of TDHF.
2. Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by TDHF, the Consultant or a third party prior to the Effective Date remain the property of each party respectively.
3. Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Consultant prior to the Effective Date ("Consultant Materials") is reproduced or incorporated in the Instruments of Service, the Consultant grants to TDHF a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Consultant Materials, for any purpose.
4. The Consultant
 - .1 irrevocably waives in whole all moral rights, and
 - .2 shall ensure that its employees, Subconsultants and agents irrevocably waive in whole all moral rights in and to the Instruments of Service in favour of TDHF and TDHF's assignees and licensees. Upon request of TDHF, the Consultant shall deliver to TDHF copies of the waivers obtained from its employees, Subconsultants and agents engaged in providing the Services.
5. Prior to reproducing or incorporating any third party copyright materials into the Instruments of Service, the Consultant must obtain written permission from the copyright holder and provide TDHF with copies of the written permissions that are satisfactory to TDHF.
6. The Consultant shall cooperate with TDHF in protecting TDHF's ownership or intellectual property rights in the Instruments of Service.
7. Nothing shall prevent the TDHF from using the Consultant's Instruments of Service, without the requirement of any written approval from the Consultant, for any renovation, addition, demolition, maintenance or other amendment to the Project in the future. In the event TDHF uses the Instruments of Service without retaining the Consultant, TDHF releases the Consultant and the Subconsultants from all claims and causes of action arising from such uses and agrees to indemnify and hold harmless the Consultant and the Subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from TDHF's use of the Instruments of Service.

15. NON-DISCLOSURE OF INFORMATION

1. Except as provided in Articles 15 and 16, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Consultant in the performance of the Services ("TDHF's Information"), shall not be disclosed or published by the Consultant without the prior written consent of TDHF. The Consultant may disclose TDHF's Information to employees, subconsultants or agents of the Consultant who have a need to know for the purpose of performing the Services, provided that the Consultant has a confidentiality agreement with the agent or permitted subconsultant containing confidentiality provisions substantially similar to this Contract.
2. Subject to Article 16.2, the Consultant's obligations in Article 15.1 do not apply to information or documents which:
 - .1 are or become publicly available through no act or omission of the Consultant;
 - .2 are independently developed without benefit of TDHF's Information; or
 - .3 are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
3. The Consultant shall retain TDHF's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of TDHF's Information. The Consultant shall immediately advise TDHF of any unauthorized access, use, disclosure, loss or destruction of TDHF's Information, and shall provide TDHF any assistance reasonably required to rectify such a situation.
4. The Consultant shall return or deliver TDHF's Information to TDHF upon completion or termination of this Contract, or upon request of TDHF.
5. TDHF's Information may be disclosed to the extent required by law or court order, provided that TDHF is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
6. No press release, public announcement or other public commentary relating to this Contract shall be made by the Consultant without the prior written approval of TDHF.

16. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (FOIP)

1. The Consultant acknowledges that this Contract, including without limitation the name of the Consultant, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Consultant further acknowledges that the *FOIP Act* applies to TDHF's Information collected, used or disclosed in the performance of Services, and the Consultant shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
2. The Consultant shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by TDHF.

3. Upon request, the Consultant shall, at the Consultant's expense, and within five Business Days, provide to TDHF any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Consultant. Should the Consultant receive an access request under the *FOIP Act*, the Consultant shall not respond to it, but shall immediately forward the access request to TDHF for further handling.
 4. In providing the Services the Consultant shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At TDHF's request, the Consultant must correct, within five Business Days of the request, Personal Information that the Consultant may have either collected or compiled about an individual pursuant to this Contract.
 5. The Consultant shall:
 - .1 protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - .2 immediately advise TDHF of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to TDHF to prevent or remedy the same; and
 - .3 provide TDHF with any information regarding the Consultant's security measures that TDHF may require to verify compliance with the *FOIP Act*.
 6. The Consultant shall act on any direction that TDHF may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.
- 17. HOLD HARMLESS**
1. The Consultant shall indemnify and hold harmless TDHF from all third party claims, demands, actions or costs (including legal costs on a solicitor client basis) for which the Consultant is legally responsible, including those arising out of negligence or willful acts by the Consultant or the Consultant's employees or agents. This hold harmless provision survives this contract.
 2. TDHF shall indemnify and hold harmless the Consultant from all third party claims, demands, actions or costs (including legal costs on a solicitor client basis) for which TDHF is legally responsible, including those arising out of negligence or willful acts by TDHF or TDHF's employees or agents. This hold harmless provision survives this contract.
- 18. INSURANCE**
1. The Consultant shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
 2. The Consultant shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant and used in the performance of the Services in an amount not less than \$2,000,000.

3. The Consultant shall, at its own expense, and without restricting any obligations or liabilities under the Contract, carry Professional Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$1,000,000 per claim, insuring its liability resulting from errors and omissions in the performance of the services under this Agreement. Such insurance is required to remain in place as required by the Limitations Act (Alberta), following the completion or termination of this Agreement.
4. The Consultant shall provide TDHF with acceptable evidence of all required insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of TDHF.
5. The Consultant shall ensure that all its subconsultants obtain and maintain general liability insurance sufficient to meet the requirements in Article 18.1.
6. When requested by TDHF, the Consultant shall provide evidence of endorsement to provide TDHF with 30 days advance written notice of cancellation of insurance coverage.

19. RELATIONSHIP OF PARTIES

1. The relationship of the Consultant to TDHF in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Consultant and TDHF.

20. REPRESENTATIVES OF THE PARTIES

1. TDHF's representative for the purposes of the Contract is:

Tim Janzen
Chief Administrative Officer
5318 48th Avenue
Taber, AB, T1G 1C2
E-mail: timj@taberhsg.ca
Telephone: 403-223-2767

2. The Consultant's representative for the purposes of the Contract is:

Vaughan Hoy
Principal
11216 66th Street NW
Edmonton, AB, T5B 1H3
E-mail: yhoya@shaw.ca
Telephone: 587-9838600

3. All notices and other communications between the parties shall be sent to the above-named representatives.
4. Either party may change its named representative by written notice to the other party.

21. DELAYED COMMENCEMENT OR SUSPENSION

1. TDHF, in its sole discretion, may delay the commencement of or temporarily suspend all or any portion of the Services, or both, as the case may be, by giving Notice to the Consultant of that fact, which Notice shall be effective as at the date and time stipulated in the Notice;
 1. the Consultant shall only commence or re-commence the performance of the Services as the case may be, upon being given Notice from TDHF directing commencement or re-commencement; and
 2. the Contract time set out in Article 2.4 shall be adjusted by TDHF to account for the period of delay or suspension affecting the Services directly resulting from the delay or suspension.
2. In the event that a period of delay or suspension exceeds 60 days in duration from the scheduled commencement of the Services as set out in this Contract in the Design Delivery Schedule or the commencement of the suspension of:
 - .1 the Services which are delayed or suspended, as the case may be, shall be deemed to have been terminated and Article 22. – ‘TDHF Right to Terminate’ shall apply unless the Parties mutually agree otherwise as set out below in Article 21.2.2.
 - .2 the portion of the Services which is delayed or suspended, as the case may be, shall be dealt with a mutually agreed contract amendment.
3. It is acknowledged by the Consultant, that as of the date of the execution of this Agreement, there have not been any delays in the commencement of, or any suspension of, the Services.
4. In the event of that a period of delay or suspension exceeds thirty (30) days, TDHF shall pay, and the Consultant shall accept in full settlement, an amount based on the Terms of Payment for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of suspension.
5. Within 14 days of notice of such suspension, the Consultant shall submit to TDHF, a schedule of costs and expenses incurred plus any additional costs the Consultant expects to incur after the date of suspension, and for which the Consultant will request reimbursement.

22. TDHF’S RIGHT TO TERMINATE

1. TDHF may at any time immediately terminate this Contract, without cause, upon thirty (30) days’ written notice to the Consultant.
2. If this Contract is terminated:
 - .1 all Instruments of Service made, prepared, developed, generated, produced or acquired by the Consultant, or its employees, Subconsultants or agents under this

Contract are the property of TDHF only to the extent that the Consultant has been paid for its Services or Additional Services under this Contract; and

- .2 TDHF shall pay the Consultant for the Services and Additional Services completed in accordance with this Contract up to the effective date of termination and all costs incurred or to be incurred as a result of the termination.

23. CONSULTANT'S RIGHT TO TERMINATE FOR DEFAULT

1. If the Services are stopped or otherwise delayed for a period of 60 consecutive days or more under an order or decision of a court or decision of TDHF, and providing that such order was not issued as the result of an act or fault of the Consultant or any person for whom the Consultant is responsible at Law, the Consultant may terminate the Services without prejudice to any other right or remedy the Consultant may have, by giving TDHF Notice 5 Business Days prior to such termination.
2. If the Consultant terminates this Contract under the conditions set out in 23.1, the Consultant shall, upon delivery to TDHF of the Instruments of Service completed to the date of termination, be entitled to be paid for all of the Services and Additional Services that have been properly performed in accordance with this Contract to the date of termination and which have not been paid for or reimbursed to that date, and such other reasonable costs and expenses, which are supported by documentation, that the Consultant may have sustained as a direct result of TDHF's default.
3. The Consultant shall provide Notice to TDHF if TDHF is in default of its contractual obligations to pay the Consultant when due. The Notice shall state that if the default is not corrected in 60 Business Days immediately following the receipt of the Notice, the Consultant may, without prejudice to any other right or remedy it may have, stop the Services and/or Additional Services, or terminate this Contract.

24. SAFETY AND SECURITY

1. The Consultant shall familiarize itself, its employees, Subconsultants or agents with the terms of the *Occupational Health and Safety Act (Alberta)* and Regulations there under to ensure complete understanding respecting the responsibilities given and compliance required
2. The Consultant, its employees, Subconsultants and agents when using any of TDHF's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software, which will be provided by TDHF in advance of such use.
3. Where TDHF has designated a 'Prime Contractor' other than the Consultant (such as in existing facilities and facilities under construction), for the purposes of the *Occupational Health and Safety Act (Alberta)*, and for the duration and visiting the "work site" for the performance of the Services of this Contract: the Consultant shall:
 - .1 Cooperate with, and comply promptly with any directives of, the designated Prime Contractor on safety related matters.

- .2 Comply with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".

25. CONFLICT OF INTEREST AND ETHICAL CONDUCT

1. The Consultant shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Consultant or its employees in relation to the Services, and all Services shall be performed in accordance with high ethical standards.
2. In the event the Consultant becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Consultant shall immediately disclose such matter to TDHF in writing. Upon such disclosure, the Consultant shall not commence or continue performance of the Services without the prior written consent of TDHF. If TDHF is of the opinion the Consultant or its employees, Subconsultants or agents are in a conflict of interest, TDHF may terminate this Contract in accordance with Article 22 of this Contract.

26. DISPUTE RESOLUTION PROCEDURE

1. This Article is subject to Article 22 – TDHF's Right To Terminate.
2. The following expressions have the following meanings:

"Dispute" means any disagreement, failure to agree or other dispute in respect of the application or interpretation of any provision of the Contract;

"Dispute Notice" means a notice from one party to the other party providing details of a Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute;
3. Any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out herein, which procedure shall be followed in the order set out below:
 - .1 the Dispute Resolution Procedure shall be started by delivery of a Dispute Notice by one party to the other;
 - .2 the parties shall attempt to resolve the Dispute by a Settlement Meeting under section 26.4;
 - .3 if the Settlement Meeting does not result in resolution of the Dispute, either party may refer the Dispute to Mediation.

Within 21 days of a party becoming aware of the basis for a potential Dispute, such party shall give the other party notice of the basis for a potential Dispute. Failure by such party to provide such notice in such manner shall not thereafter disqualify such party from providing a Dispute Notice, but the other party may in that event assert a claim for damages arising from such failure.

4. Settlement Meeting

- .1 In the event of a Dispute, which is not resolved in the normal course of business, either party may deliver a Dispute Notice to the other party. Within 30 days from the delivery of the Dispute Notice, officials designated by TDHF and the Consultant will meet at a mutually acceptable time and place to attempt to resolve the Dispute (a "Settlement Meeting"). The parties through their representatives will make all reasonable efforts to resolve the Dispute. All negotiations held pursuant to Section 26.4 are to be held on a without prejudice basis and will not be used by either party as evidence at any other proceeding.

5. Mediation

- .1 If the Dispute is not settled at the Settlement Meeting, TDHF and the Consultant agree that the Dispute may be submitted to mediation forthwith. The procedural terms of the mediation shall, unless otherwise agreed to by the parties, be conducted in accordance with CCDC 40 - Rules for Mediation and Arbitration of Construction Industry Disputes, in effect on the date of this Contract (the "CCDC 40 Rules"). The mediator shall be appointed by agreement between the parties, or otherwise in accordance with the CCDC 40 Rules. The parties will act reasonably and in good faith to select a mediator who is objective and who is suitably qualified by education or experience to deal with the matters in issue. The mediation will be held at Edmonton, Alberta. The costs of the mediator shall be shared equally by the parties. If the dispute has not been resolved within thirty (30) days of the appointment of the mediator, either party may terminate the mediation, at which point either party shall be at liberty to enforce its rights as it sees fit, subject only to the terms and conditions of this Contract.

6. Court

- .1 If any Dispute is not resolved by agreement between the parties, after a Settlement Meeting and Mediation either party may refer the Dispute to Court (defined in Article 39.5).

7. During any Dispute Resolution Procedure, and without prejudice to any claim by either party, the Consultant shall perform the Services to completion without delay and to the satisfaction of TDHF. TDHF shall pay undisputed invoices pursuant to the provisions of this Contract.

27. TDHF'S RESPONSIBILITIES

1. TDHF shall provide all information as outlined in the schedule(s) identified in the Contract. The Consultant shall be entitled to rely upon such information. Contracts for the provision of information, whether arranged by TDHF or the Consultant, shall be considered direct contracts with TDHF unless explicitly provided otherwise as set out in Article 3.1. TDHF shall:

- .1 in the Contract, name a person to act on TDHF's behalf and define that person's scope of authority with respect to the Project when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;

- .2 develop a plan and protocol with the Consultant that helps the Consultant and Subconsultants gain access to the TDHF's buildings, premises, equipment, hardware for initial site reviews of existing conditions, equipment and systems, and program spaces, in order to start the Item 1 work, noted in Article 2.4.
- .3 review documents submitted by the Consultant and give the Consultant timely decisions for the orderly progress of the Consultant's services;
- .4 obtain and pay for the building permit and all other permits and development costs;
- .5 immediately notify the Consultant in writing if TDHF observes or otherwise becomes aware of any fault or defect in the Project or any nonconformity with the requirements of the contract;
- .6 engage consultants identified in Section 1 of the RFP - Available Project Information under terms and conditions of agreements that are compatible with this contract;
- .7 ensure that all consultants engaged by TDHF under separate agreements with TDHF carry professional liability insurance coverage.

28. CONSULTANT'S RESPONSIBILITIES

1. The Consultant shall perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed, this standard of care to be the sole and exclusive standard of care that will be applied to measure Consultant's performance.
2. The Consultant shall:
 - .1 bind each Subconsultant engaged by the Consultant to the terms of this Contract, to the extent applicable to the part of the Services performed by the Subconsultant.
 - .2 discharge the Consultant's lawful obligations to Subconsultants engaged by the Consultant and shall satisfy any claims against the Consultant or TDHF by Subconsultants engaged by the Consultant.
 - .3 manage the communications between Subconsultants and with TDHF, its consultants and, if applicable, the Construction Manager;
 - .4 provide direction and receive constructability advise as necessary to give effect to any design decisions taken by TDHF or its agents;
 - .5 review the product of the work of others engaged by TDHF or its agents to assist in identifying conflicts and to monitor compliance with directions;
 - .6 certify the contractor's application for payment to TDHF for the work performed by the contractor based upon review of each of the contractor's applications for payment, which have been compiled by the Construction Manager who will compile the monthly progress payment applications;

- .7 keep and maintain in accordance with Canadian generally accepted accounting principles, complete and accurate books, records and accounts relating to this Contract and, on demand, provide to TDHF these documents to examine, audit and make copies and take extracts;
 - .8 keep the documents referred to in Article 28.2.7 for minimum of three years following the completion or termination of this Contract;
 - .9 if Additional Services are required from the Consultant to assist TDHF with an audit, the Consultant will be compensated for the costs incurred.
3. If there is an error or omission in the Consultant's services, the Consultant shall perform any remedial services required as a result of that error or omission. These remedial services are not Additional Services.
4. Certificate for Payments:
 - .1 The Construction Manager will prepare and compile the contractor's applications for payment for the Consultant's review;
 - .2 The Consultant will perform discipline reviews of applications for payment or monthly progress draws and issue certificates for payment.
 - .3 The issuance of a certificate for payment shall constitute a representation by the Consultant to TDHF, based on the Consultant's Field Review / General Review and on review of the contractor's schedule of values and application for payment, that the work has progressed to the value indicated; that to the best of the Consultant's knowledge, information and belief, the work observed during the course of Field Review / General Review is in general conformity with the Construction Documents; and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
 - .1 review and evaluation of the work as it progresses for general conformity as provided in the services outlined in the schedule(s) described in the agreement;
 - .2 the results of any subsequent tests required by or performed under the Construction Documents;
 - .3 minor deviations from the Construction Documents being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment.
 - .4 The issuance of the certificate for payment shall not be a representation that the Consultant has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board or Workers Compensation Boards, or other applicable statute, non-compliance with which may render TDHF personally liable for the contractor's default.
 - .5 The issuance of a certificate for payment must be made to TDHF within 10 calendar days of the Construction Manager providing the Consultant with the contractor's application for payment.

29. TDHF'S RIGHT OF REVIEW

- .1 The Consultant shall permit TDHF to review, comment upon, and critique the Consultant's Services.
- .2 If TDHF directs the Consultant to change a deliverable, the Consultant shall promptly make the change, unless in the Consultant's opinion, the change will compromise the Consultant's legal or ethical obligations, in which case the Consultant shall notify TDHF accordingly, in writing. If the direction from TDHF is beyond the scope contemplated in the Services, it will constitute Additional Services.
- .3 If TDHF directs the Consultant to change a deliverable and the change is contrary to the Consultant's best professional judgment, the Consultant may notify TDHF accordingly, in writing, and thereby be relieved of any responsibility for the change.
- .4 Changes directed by TDHF under the provisions of this Article are not Additional Services, unless they constitute a material change to the scope of services included in this Contract.
- .5 TDHF may, during and at the completion of this Contract, review and evaluate the Consultant's performance of the Services and review the results of the evaluation with the Consultant.

30. CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

- .1 Neither the Consultant nor TDHF has control over other professional fees, land development or other costs related to the entire endeavour of TDHF, therefore the Consultant cannot and does not warrant or represent that Project costs will not vary from the Project Budget.
- .2 Neither the Consultant nor TDHF has control over the cost of labour, Instruments of Service or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable Construction Cost.
- .3 If the construction procurement phase has not commenced within three months after the Consultant submits the Construction Documents to TDHF, the agreed estimate of probable Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to TDHF and the date on which bids or proposals are sought in which case the Consultant will work with the TDHF and/or its cost consultant in the development of TDHF's revised estimate of probable Construction Cost.

31. TDHF'S GUIDELINES AND STANDARDS

- .1 The Consultant and its Subconsultants shall:
 - .1 familiarize themselves with, and comply with, TDHF's technical design requirements as referenced in Appendix 'B' – Design Guidelines of the RFP and other related guidelines and standards, to the extent they are applicable to the Services,
 - .2 produce the deliverables as described in Schedule 'A' – Schedule of Services.
 - .3 Prepare the construction specifications, including bidding requirements, contracting requirements and technical specifications, using the department's Master Specification System ("the Master Specification"), and
 - .4 use professional judgment to edit and adapt the Master Specification to suit Project requirements and be responsible for the specifications included in the Construction Documents.

32. LIMITATION OF LIABILITY

1. Except to extent to which coverage is provided by a policy or policies of insurance, as applicable, neither TDHF nor the Consultant nor their respective officers, directors, personnel, subcontractors or Subconsultants shall be liable to each other, nor anyone claiming through or under one of more of them, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis, for:
 - .1 special, punitive, indirect, economic or consequential loss or damage;
 - .2 loss of use, whether complete or partial, of existing facilities of TDHF or third parties;
 - .3 loss of product;
 - .4 loss of revenue, overhead, fixed costs and profit; or
 - .5 loss of any contract that may be suffered by the other party.
2. Notwithstanding any other provision in this Contract, the Consultant's liability under this Contract shall be limited to the lesser of the amounts payable under the insurance policies listed in Article 18 or double the Fixed Fee and any agreed upon additional fees for Additional Services.
3. The Consultant shall not be liable, in contract or tort, for any alterations to the Consultant's design or to the Construction Documents made by TDHF, the Construction Manager, the constructor, or other third parties without the Consultant's written approval, which approval shall not be unreasonably withheld,
 - .1 acts, omissions, or errors of TDHF, or other third parties retained by TDHF, the Construction Manager or of the constructor, nor
 - .2 for the result of any interpretation or finding of the Consultant rendered in good faith in accordance with the Construction Documents.

33. CHANGES IN THE SERVICES

1. Notice of Additional Services and Change Orders:

- .1 The Consultant shall not perform Additional Services without a written and signed Change Order being issued by TDHF or other written authorization of TDHF.
- .2 The Consultant shall promptly advise TDHF of the additional cost the proposed Additional Services and any impact on the Contract time.
- .3 The Consultant shall present a method of proposed adjustment or an amount of proposed adjustment cost for the Additional Services, if any, and the adjustment in Contract time, if any, for the proposed Change. If the scope of the Consultant's Services are significantly changed, the Consultant shall so advise TDHF and not commence the Additional Services without the prior written authorization of TDHF.
- .4 The value of Additional Services shall be determined by one or more of the following methods:
 - .1 by fixed fee; or
 - .2 by cost plus a fixed or percentage fee,
 - .3 the form of tracking of costs and presentation of costs shall be agreed to by TDHF and the Consultant before proceeding with the same.

34. FORCE MAJEURE

1. Definition. "Event of Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves:
 - .1 that such impediment is beyond its reasonable control;
 - .2 that it could not reasonably have been foreseen at the time of the conclusion of the Contract; and
 - .3 that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.
2. Presumed Force Majeure Events. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions 1.1 and 1.2 under paragraph 1 of this Article, and the Affected Party only needs to prove that condition 1.3 of paragraph 1 is satisfied:
 - .1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
 - .2 civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
 - .3 currency and trade restriction, embargo, sanction;

- .4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- .5 plague, pandemic, epidemic, natural disaster or extreme natural event;
- .6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- .7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

3. If either Party is delayed by an Event of Force Majeure and provides Notice of the event of Force Majeure to the other Party within 72 hours of the first occurrence of the Event of Force Majeure, and provides such further evidence of the Event of Force Majeure as may be reasonably requested by the other Party promptly thereafter, the Contract time shall be extended for such reasonable time as is appropriate to account for the delay directly associated with the Event of Force Majeure.

4. Nothing contained herein shall relieve the Affected Party from taking reasonable commercial steps to mitigate the effect(s) of the Force Majeure event.

35. SUCCESSORS AND ASSIGNS

.1 TDHF and the Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither TDHF nor the Consultant shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

36. EXTENT OF CONTRACT

.1 This contract represents the entire and integrated contract between TDHF and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both TDHF and the Consultant.

37. SEVERABILITY

.1 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.

38. SURVIVAL OF TERMS

1. Notwithstanding any other provision of this Contract, those Articles which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- .1 Article 10. Records and Reporting;
- .2 Article 14. Copyrights and Use of Documents;

- .3 Article 15. Non-Disclosure of Information;
- .4 Article 16. Freedom of Information and Protection of Privacy (FOIP);
- .5 Article 17. Hold Harmless; and
- .6 Article 26. Dispute Resolution Procedure.

39. GENERAL

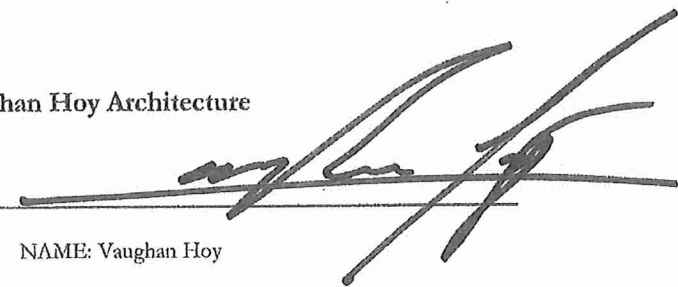
1. Time is of the essence of this Contract.
2. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
3. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
4. The rights and remedies of TDHF under this Contract are cumulative and any one or more may be exercised.
5. The Parties may amend this Contract only by mutual written agreement signed by the parties.
6. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta ("Court").
7. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
8. In this Contract words in the singular include the plural and words in the plural include the singular.

9. This Contract may be executed by the parties in counterparts, and may be executed through or by the exchange of facsimile signed copies or other electronic means and shall be valid, binding and enforceable if so executed in that fashion, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed an original and all of which taken together shall constitute one and the same agreement.

The parties have made this agreement

Vaughan Hoy Architecture

SIGNED by the person authorized
to bind the Consultant.

Per: 

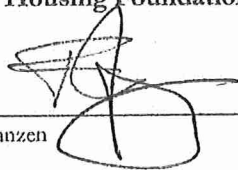
NAME: Vaughan Hoy

TITLE: Principal

DATE: Sept 11 2020

Taber and District Housing Foundation

SIGNED by the person (s) authorized
to bind TDHF

Per: 

NAME: Tim Janzen

TITLE: Chief Administrative Officer

DATE: Sept 16 / 2020

NAME: Rosanne Hamel

TITLE: Chairperson

DATE: Sept 16 / 2020

Reference ID: 20I-RFP-PROC-Prime Consultant-TABER

Schedule "A" – Schedule of Services

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
PRE-DESIGN	1.01	Site Analysis			✓
	1.02	Presentations			✓
	1.03	Concept Development Study			✓
	1.04	Agency Review	✓		
	1.05	Off-Site Utility Review	✓		
	1.06	Project Scheduling ³	✓		
	1.07	Project Budgeting	✓		✓
	1.08	CRHC Supplied Data Coordination	✓		
	1.09	Programming Review	✓		
	1.10	Preparation of CRHC/Consultant Services Agreement			✓
	1.20	Re-Zoning Applications			
	1.21	Presentations			
	1.22	Assist CRHC with Soils Report and Surveys			✓

¹ These item numbers correspond to the item numbers in the May 1998 edition of the "Schedule of Designated Services for Recommended Conditions of Engagement and Schedule of Professional Fees for Building Projects" published jointly by the Alberta Association of Architects and the Association of Professional Engineers and Geoscientists of Alberta (the "AAA/APEGA Schedule") which is hereby incorporated into this Contract by reference. All references to "Owner" or "Client" are to be revised to "CRHC".

http://www.infrastructure.alberta.ca/Content/docType486/Production/1998AAA-APEGA_ScheduleDesignatedServices.pdf

² The scope of service to be provided by the Architect with respect to each required item is as described, in more detail, in the AAA/APEGA Schedule, except where otherwise indicated in these End Notes or elsewhere in this Contract. Items in shaded boxes are items not identified or described in the AAA/APEGA Schedule.

³ The scope of items 1.06, 2.10, 3.10, and 4.10 is expanded from the description provided in the AAA/APEGA Schedule, as follows: Once the Construction Manager has been engaged, the Architect shall work with the Construction Manager to refine and update the Project Schedule.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	1.23	On-Site Utility Studies			✓ ▪
	1.24	Market Studies			✓ ▪
	1.25	Economic Feasibility Studies			✓ ▪
	1.26	Specific Fit Programming			✓ ▪
	1.27	Existing Facility Surveys			✓ ▪
	1.28	Site Analysis and Selection			✓ ▪
	1.29				
	1.30				
	1.31				
	1.32				
SCHEMATIC DESIGN	2.01	Project Administration ⁴	✓ ▪		
	2.02	Disciplines Coordination/Document Checking ⁵	✓ ▪		
	2.03	Agency Consulting/Review/Approval	✓ ▪		
	2.04	CRHC Supplied Data Coordination	✓ ▪		
	2.05	Architectural Design/Documentation	✓ ▪		
	2.06	Structural Design/Documentation	✓ ▪		
	2.07	Mechanical Design/Documentation	✓ ▪		

⁴ The scope of items 2.01, 3.01, 4.01, 5.01, 6.01, and 7.01, Project Administration, is expanded from the description provided in the AAA/APEGA Schedule, as follows: The Architect, unless identified otherwise by the CRHC, will attend project meetings, record minutes of meetings including "Action By" items where required, and distribute copies to the CRHC and all attendees within seven days after the meeting.

⁵ The scope of items 2.02, 3.02, 4.02, 6.02 and 6.07 is expanded from the description provided in the AAA/APEGA Schedule, as follows: The scope of these items also apply to all Subconsultants other than the identified disciplines.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	2.08	Electrical Design/Documentation	✓ [■]		
	2.09	Materials Research/Specifications ⁶	✓ [■]		
	2.10	Project Scheduling ³	✓ [■]		
	2.11	Construction Cost Updates ⁷	✓ [■]		✓ [■]
	2.12/ 2.20	Civil Design/Documentation			
	2.13/ 2.21	Landscape Design/Documentation			
	2.14/ 2.22	Interior Design/Documentation			
	2.23	Coordination of Specialist Services			
	2.24	Food Services Design/Documentation			
	2.25	Furnishings Design/Documentation	✓-		
	2.26	Presenation of Schematic Design Report	✓ [■]		
	2.27				
	2.28				
	2.29				
	2.30				
DESIGN DEVELOPMENT	3.01	Project Administration ⁴	✓ [■]		
	3.02	Discipline Coordination/Document Checking ⁵	✓ [■]		

⁶ The scope of items 2.09 and 3.09, Materials Research/Specifications, is expanded from the description provided in the AAA/APEGA Schedule, as follows: The scope of these items also apply to all Subconsultants other than the identified disciplines.

⁷ The scope of items 2.11 and 3.11, Construction Cost Updates, is expanded from the description provided in the AAA/APEGA Schedule, as follows: The scope of these items is to consider the approved construction budget if provided by the CRHC.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	3.03	Agency Consulting/Review/Approval	✓ [▪]		
	3.04	CRHC Supplied Data Coordination	✓ [▪]		
	3.05	Architectural Design/Documentation	✓ [▪]		
	3.06	Structural Design/Documentation	✓ [▪]		
	3.07	Mechanical Design/Documentation	✓ [▪]		
	3.08	Electrical Design/Documentation	✓ [▪]		
	3.09	Materials Research/Specifications ⁶	✓ [▪]		
	3.10	Project Scheduling ³	✓ [▪]		
	3.11	Construction Cost Updates ⁷	✓ [▪]		✓ [▪]
	3.12/ 3.20	Civil Design/Documentation	✓ [▪]		
	3.13/ 3.21	Landscape Design/Documentation	✓ [▪]		
	3.14/ 3.22	Interior Design/Documentation	✓ [▪]		
	3.23	Coordination of Specialist Services			
	3.24	Food Services Design/Documentation			
	3.25	Furnishings Design/Documentation	✓ [▪]		
	3.26	Coordination with Construction Manager ⁸	✓ [▪]		

⁸ These items 3.26 and 4.28, Coordination with Construction Manager, are not described in the AAA/APEGA Schedule. The service consists of working in conjunction with the Construction Manager on design constructability, project scheduling, and project costing.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	3.27	Commissioning ⁹			✓ ■
	3.28	Presentation of Design Development Report	✓ ■		
	3.29				
BIDDING / CONSTRUCTION DOCUMENTS	4.01	Project Administration ⁴	✓ ■		
	4.02	Disciplines Coordination ⁵	✓ ■		
	4.03	Agency Consulting/Review/Approval	✓ ■		
	4.04	CRHC Supplied Data Coordination	✓ ■		
	4.05	Architectural Drawings and Specifications	✓ ■		
	4.06	Structural Drawings and Specifications	✓ ■		
	4.07	Mechanical Drawings and Specifications	✓ ■		
	4.08	Electrical Drawings and Specifications	✓ ■		
	4.09	Bidding Documents/Scheduling ¹⁰	✓ ■		
	4.10	Project Schedule Update ³	✓ ■		
	4.11	Construction Cost Update (Pre-Tender Estimate) ¹¹	✓ ■		✓ ■

⁹ This item 3.27, Commissioning, is not described in the AAA/APEGA Schedule. The service consists of participation of the Architect and the Subconsultants as part of the Independent Commissioning Authority's commissioning team and attendance at all necessary commissioning team meetings to assist the CRHC's Independent Commissioning Authority in the development of a technical commissioning strategy for the Project and provision of complete activation and start-up specifications in the Scope Documents for all elements and systems affected by the Work as identified in the Independent Commissioning Authority's technical commissioning strategy.

¹⁰ The scope of item 4.09, Bidding Documents/Scheduling, is expanded from the description provided in the AAA/APEGA Schedule, as follows: These services are to be performed in collaboration with the Construction Manager as the bidding authority and the party responsible to maintain the overall project schedule.

¹¹ The scope of this item 4.11, Construction Cost Update (Pre-Tender Estimate), is expanded from the description provided in the AAA/APEGA Schedule, as follows: Provide a construction cost pre-tender estimate with supporting detail to be used by the CRHC as a basis of determining value for money. The estimate should be organized by design discipline and provide scope

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
		(on Page 20)			
	4.12	Application for Building Permits	✓		
	4.13/ 4.21	Civil Design/Documentation	✓		
	4.14/ 4.22	Landscape Design/Documentation	✓		
	4.15/ 4.23	Interior Design/Documentation	✓		
	4.20	Provision of Building Permits	✓		
	4.24	Coordination of Specialist Consultants	✓		
	4.25	Special Bidding Documents/Scheduling			✓
	4.26	~~Food Services Design/Documentation~~			
	4.27	Furnishings Design/Documentation	✓		
	4.28	Coordination with Construction Manager ⁸	✓		
	4.29	Commissioning ¹²	✓		✓
	4.30				
	4.31				
	5.01	Project Administration ⁴	✓		

description, quantities and unit rates. Where a discipline has multiple items they are to be identified separately as detailed line items, with description, quantities and unit rates.
(see on Page 7.

In instances where the Services requires a Quantity Surveyor or a Cost Consultant as part of the Consultant Team, the Services provided by that team member must be further expanded to comply with the requirements identified in the Schedule of Services for Quantity Surveyor Cost Consultant, which will be provided by the CRHC.

¹² This item 4.29, Commissioning, is not described in the AAA/APEGA Schedule. The service consists of incorporating the Independent Commissioning Authority's commissioning and testing requirements which are to be performed by the Construction Manager or Subcontractors in the appropriate specification sections.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
BIDDING OR NEGOTIATIONS	5.02	Bidding Materials			✓ ■
	5.03	Addenda*			✓ ■
	5.04	Bidding/Negotiations ¹³	✓ ■		
	5.05	Analysis of Alternates/Substitutions	✓ ■		
	5.06	Bid Evaluation	✓ ■		
	5.07	Construction Contract Agreements			✓ ■
	5.20	Special Bidding Services			
	5.21	Coordination of Specialist Services			
	5.22				
	5.23				
	5.24				
	5.25				
CONSTRUCTION CONTRACT ADMINISTRATION	6.01	Project Administration ⁴	✓ ■		
	6.02	Discipline Coordination (Checking) ⁵	✓ ■		
	6.03	Agency/Consulting/Review/Approval	✓ ■		
	6.04	CRHC Supplied Data Coordination	✓ ■		
	6.05	Office Construction Administration	✓ ■		
	6.06	Construction Field Observation	✓ ■		
	6.07	Field Observation Coordination	✓ ■		
	6.08	Quotation Requests/Change Orders	✓ ■		

¹³ The scope of this item 5.04, Bidding/Negotiations, is revised from the description provided in the AAA/APEGA Schedule, as follows: Replace the term 'Owner' with 'Construction Manager'.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	6.09	Project Schedule Monitoring	✓ ■		
	6.10	Construction Cost Monitoring	✓ ■		
	6.11	Project Closeout/Substantial Performance	✓ ■		
	6.12	Systems Start-Up / Commissioning ¹⁴	✓ ■		✓ ■
	6.13	Civil	✓ ■		
	6.14	Landscape	✓ ■		
	6.15	Interior	✓ ■		
	6.16	Systems Documentation for Operations and Maintenance Manuals ¹⁵	✓ ■		
	6.17	Field Verification of Electronic Systems ¹⁶	✓ ■		
	6.18	Witness / Verification of Fire Alarm System ¹⁷	✓ ■		

¹⁴ The scope of this item 6.12, Systems Start-Up / Commissioning, is revised and expanded from the description provided in the AAA/APEGA Schedule, as follows: The scope of this item revised to apply to all Subconsultants including the identified disciplines and expanded to include:

- Review of and advise on the architectural, structural, mechanical, electrical, and other Subconsultant operation and maintenance (O&M) requirements for the O&M manuals as specified in the Construction Contract;
 - Participation of the Architect and the Subconsultants as part of the CRHC's commissioning team and attendance at all necessary commissioning team meetings; and
 - Review of all commissioning reports issued during the construction in order to monitor compliance with the intent of the Contract Documents.

¹⁵ This item 6.16, Systems Documentation for Operations and Maintenance Manuals, is not described in the AAA/APEGA Schedule. The service consists of preparation of written, and where necessary graphic, descriptions of the design intent for the Project's equipment and systems, and submission thereof to the Construction Manager, for inclusion in the Construction Manager prepared Operations and Maintenance Manuals.

¹⁶ This item 6.17, Field Verification of Electronic Systems, is not described in the AAA/APEGA Schedule. The service consists of selective field verification of at least ten percent of contractor performed tests of devices, points and software for electronic and computer based alarm, monitoring, communication, and control systems, for correct connection, calibration and operation. This requirement may be met by witnessing contractor performed tests or by duplicating such tests, at the discretion of the Architect's consultants. This item also includes providing the services of a Verifying Engineer for directing the verification of fire alarm systems in accordance with ULS-S537, including issuance of the verification certificate.

¹⁷ This item 6.18, Witness / Verification of Fire Alarm System, is not described in the AAA/APEGA Schedule. The service requires the provision of a Verifying Engineer for witnessing the verification of fire alarm systems in accordance with CAN/ULC-S537, including issuance of the verification certificate in the form provided in Appendix C of CAN/ULC-S537.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	6.20	Project Representation/Clerk-of-Works	✓		
	6.21	Supplemental Documents	✓		
	6.22	Coordination of Specialist Services	✓		
	6.23	Additional Administration	✓		
	6.24	Safety/Prime Contractor Responsibilities			✓
	6.25	Application for Occupancy Permits			
	6.26	Food Services Design/Documentation			
	6.27	Furnishings Design/Documentation	✓		
	6.28				
	6.29				
POST-CONSTRUCTION	7.01	Project Administration ⁴	✓		
	7.02	Maintenance and Operational Programming	✓		
	7.03	Record Drawings and Operations and Maintenance Manuals Review	✓		
	7.04	Start-up Assistance	✓		
	7.05	Year End Warranty Inspection	✓		
	7.20	Commissioning ¹⁸	✓		✓

¹⁸ This item 7.20, Commissioning is revised from the description provides in the AAA/APEGA Schedule. The service consists of provision of assistance to the CRHC's personnel and Independent Commissioning Authority with the coordination of the formal

20I-RFP-PROC-Prime Consultant-TABER

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	7.21	Deficiency Inspections Beyond Final Inspection	✓		
	7.22	Redrawing of Record Drawings	✓		
	7.23	Preparation of As-Built Documents			✓
	7.24	Preparation of Operations and Maintenance Manuals	✓		
	7.25	Project Evaluation Services			-
SUPPLEMENTAL SERVICES	8.01	Special Studies			-
	8.02	Renderings	✓		
	8.03	Model Construction			-
	8.04	Life Cycle Cost Analysis	✓		
	8.05	Value Analysis ¹⁹	✓		
	8.06	Quantity Surveys			✓
	8.07	Detailed Construction Cost Estimates			✓
	8.08	Energy Studies	✓		
	8.09	Environmental Studies and Reports			✓
	8.10	Environmental Monitoring			✓
	8.11	Tenant-Related Services			✓
	8.12	Graphic Design			✓
	8.13	Fine Arts and Crafts Services			-

commissioning and verification of the equipment and various systems within the project; undertaking necessary meetings and seminars, and, to provide required reporting to the CRHC and other agencies.

¹⁹ The scope of this item 8.05, Value Analysis is expanded from the description provided in the AAA/APEGA Schedule, as follows: If the CRHC requires value management by a value management specialist consultant, whether retained by the Architect or directly by the CRHC, the Architect will provide all necessary data to the value management facilitator. The Architect will also attend value management workshops, typically requiring 2 to 5 days depending on project complexity.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	8.14	Special Furnishings Design Investigation/Research			✓ ■
	8.15	Non-Building Equipment Selections			✓ ■
	8.16	Project Promotion/Public Relations			✓ ■
	8.17	Leasing Brochures			✓ ■
	8.18	Expert Witness/Arbiter		✓ ■	
	8.19	Computer Application		✓ ■	
	8.20	Presentations	✓ ■	■	
	8.21	Reproduction/Printing/Copying	✓ ■		✓ ■
	8.22	Travel ²⁰		✓ ■	
	8.23	Legal Consulting		✓ ■	
	8.24	Contractor Insolvency		✓ ■	✓ ■
	8.25	Computer Modeling	✓ ■		
	8.26	Providing Special Insurance			
	8.27	Research and Development/Innovative Design		✓ ■	
	8.28	Fund Raising			-
	8.29	Materials and Systems Testing			✓ ■
	8.30	Photographic Records			✓ ■
	8.31	Coordination with Non-Design Professionals		✓ ■	
	8.32	Safety/Prime Contractor Responsibilities			

²⁰ The scope of this item 8.22, Travel, is revised from the description provided in the AAA/APEGA Schedule, as follows: If travel is indicated as an hourly rate service, travel time is payable as set out in the Agreement Form. If travel is indicated as a fixed fee service, travel time is included in the fixed fee and is not separately payable.

Phase	Item No. ¹	Item ²	Fixed Fee Services	Hourly Rate Services	Client Responsibilities
	8.33	Attain LEED Silver Certification ²¹			
	8.34				

²¹ This item 8.33, Attain LEED Silver Certification, is not described in the AAA/APEGA Schedule. The service consists of applying integrated design and sustainable design concepts, completing the registration and documentation, and bearing all associated administrative costs required to attain a "silver" certification under the Leadership in Energy and Environmental Design (LEED) program from the Canada Green Building Council.

Schedule "B" Section 00 31 05 Fee Proposal Submission Form

Taber and District Housing Foundation
Reference ID: 20I-RFP-PROC-Prime Consultant-TABER

Section 00 31 05
Fee Proposal Submission Form
Page 1 of 3

SECTION 00 31 05 FEE PROPOSAL SUBMISSION FORM

1. **FROM (Proponent):** Vaughan Hoy Architecture
(Proponents Firm Legal Name)
11216 66th Street NW, Edmonton, Alberta, T5G 1H3
(Address)
587-983-8600
(Telephone number)
- TO:** Taber and District Housing Foundation
5318 48th Avenue
Taber, AB T1G 1C2
- RE:** **REQUEST FOR PROPOSAL (RFP)**
for
Prime Consultant Services
for
Taber Development Project
2. We, the undersigned, having examined and read the RFP Documents for the above noted project:
- .1 we confirm that we have visited the site and satisfied we are as to the intent of this project,
- .2 are satisfied we understand the RFP documents, and
- .3 confirm receipt of all addenda issued for the RFP, if any, and
- .4 considered those addenda in the preparation of this Proposal, and
- .5 declare ourselves competent to undertake and complete the Services, and
- .6 agree to carry out the Services in accordance with the draft Contract issued with the RFP Documents, for:
- .1 **Phase One** Preconstruction Services the fixed fee of:
Two Hundred and Eighty One Thousand Two Hundred and Forty Dollars & Zero Cents
(Total in Words)
- \$ 281,240.00
(Total in Canadian Dollars)
- which amount excludes GST

- .2 Phase Two Construction and Post Construction Management Services the fixed fee of:
One Hundred and Eight Thousand, One Hundred and Fifty Dollars & Zero Cents
(Total in Words)

\$ 108,150.00
(Total in Canadian Dollars)

which amount excludes GST,

- .3 The **Total Contract Value** for Phase One and Phase Two is:
Three Hundred and Eighty Nine Thousand Three Hundred and Ninety Dollars & Zero Cents
(Total in Words)

\$ 389,390.00
(Total in Canadian Dollars)

- .4 the **BLENDED HOURLY RATE** of
One Hundred and Thirty Five Dollars & Zero Cents
(Total in Words)

\$ 135.00
(Total in Canadian Dollars)

Which amount(s) exclude GST.

- .7 The fixed fee includes cost of Services and all costs associated with the Contract, including all expenses and travel costs. The fee is based upon services required in the RFP Documents and is not a percentage of construction costs.
- .8 The following hourly rates will not be evaluated but will be applied against any changes in work beyond the scope of work described herein:

Resource Name	Job Title	Hourly rate \$
Architect (Prime Consultant)	Principal	\$ 165.00
Structural Engineer	Principal	\$ 150.00
Mechanical Engineer	Principal	\$ 145.00
Electrical Engineer	Associate	\$ 125.00
Civil Engineer	Principal	\$ 130.00
Landscape Architect	Principal	\$ 150.00
Interior Designer	Principal (VHA)	\$ 165.00

Elevator Consultant	N/A	\$
Barrier-Free Consultant	Principal	\$ 180.00
Fire Code Consultant	Principal	\$ 200.00
Building Envelope Consultant	Principal	\$ 200.00
Sustainability Consultant	Associate	\$ 150.00
Sprinkler Engineer	Principal-see Mech.	\$ 145.00

3. We, the undersigned, agree:
- .1 to execute a formal Agreement with TDHF for the performance of Services for the above stated compensation, if selected as the successful Proponent.
 - .2 that by executing this Fee Proposal Submission Form, we represent and warrant that the Proposal is submitted without collusion with any other party who may submit a separate Proposal; that we have not compared figures with any other party that may be submitting a separate Proposal; and we have not made an agreement with any other party whereby that party has agreed not to submit a Proposal.
4. Submitted this 22 day of June, 2020.

LEGAL NAME AND ADDRESS OF PROPONENT:

Vaughan Hoy Architecture
(Print or Type)
11216 66th Street NW, Edmonton, Alberta, T5B 1H3

SIGNATURE OF AUTHORIZED
REPRESENTATIVE(S):



NAME AND TITLE OF PERSON(S)
SIGNING: (Print or Type)

Vaughan Hoy - Principal

WITNESS' SIGNATURE OR CORPORATE SEAL:



Katherine Kerr

END OF SECTION

Schedule "C" Reimbursable Expenses

	Description	Charge	Prior Approval Req'd	Receipts Req'd	Back-Up Req'd	Comment
1	Per Trip Cost To Taber - Return	\$800.00	☒		☒	Same as Fixed Fee Trip Allowances for both Calgary and Edmonton - Per Diem Rate. Back up on Invoicing
2	Mileage (outside of Edmonton or Calgary)	\$00.55/km			☒	Additional to Fixed Fee Allowances and / or Per Trip Cost Above Only - Mileage to be identified
3	Meals	\$20.00/meal		☒		\$60.00 per day maximum (Additional to Fixed Fee Allowances and / or Per Trip Cost Above Only)
3	Printing (Out of office photocopying, drawing print runs, presentation boards)	At Cost	☒	☒		Beyond Fixed Fee Allowances Only
4	Courier	At Cost	☒	☒		
5	Specific Literature (Codes, Standards, Research Materials)	At Cost	☒	☒		
6	Long Distance Calls	At Cost			☒	
7	In-Office photocopying	\$00.10/per page			☒	B & W or Colour
8	In-House Plotting				☒	
	Black & White Colour	\$1.10/dwg \$4.95/dwg				
9	Administrative handling mark-ups on Reimbursable Expenses	NOT APPLICABLE				There are to be no administrative or handling mark-ups on Reimbursable Expenses
	Note: This Reimbursable Expenses Chart is for additional reimbursable costs beyond those identified in the Fixed Fee Allowances in the Prime Consultant Contract - for all Consultants					
	Vaughan Hoy Architecture					

CERTIFICATE OF INSURANCE					DATE September 15, 2020	
BROKER  Formerly Valley First Insurance Services			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			COMPANY A	Lloyds Underwriters through CFC Underwriting through Special Risk Insurance Managers		
INSURED Vaughan Hoy o/a Vaughan Hoy Architecture 11216 - 66th Street NW Edmonton, BC T5B 1H3			COMPANY B			
			COMPANY C			
			COMPANY D			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown below may be reduced by paid claims:						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRY DATE (YY/MM/DD)	LIMITS	
A	GENERAL LIABILITY ☒ Commercial General Liability ☒ Occurrence ☒ Tenant's Legal Liability ☒ Non-Owned	PSI012791186	2019-11-01	2020-11-01	Each Occurrence	\$2,000,000
					General Aggregate	
					Products – Completed/Op Agg	\$2,000,000
					Personal and Advertising Injury	\$2,000,000
					Tenant's Legal Liability	\$500,000
					Non-Owned Automobile	\$2,000,000
A	PROFESSIONAL LIABILITY – ERRORS & OMISSIONS	PSI012791186	2019-11-01	2020-11-01	Each & Every Claim	\$2,000,000
A	ADDITIONAL INSURED but only with respect to liability arising vicariously out of the operations of the named insured. Taber and District Housing Foundation	DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS				
CERTIFICATE HOLDER Taber and District Housing Foundation 5318 - 48 Avenue Taber, AB T1G 1C2			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
			AUTHORIZED REPRESENTATIVE - Broker: Dalen Gliche Per: <i>Certine Sanchez</i> Valley First Insurance Services			

This policy contains a clause that may limit the amount payable.

SEP 21 2020



9912 – 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

September 16, 2020

Reference Number: 898639

TABER AND DISTRICT HOUSING FOUNDATION
5318 48 AVE
TABER AB T1G 1S2

Dear Sir or Madam:

Re: VAUGHAN HOY
11216 66 ST NW
EDMONTON AB T5B 1H3

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
9000886	VAUGHAN HOY ARCHITECTURE Architects/Drafting/Design	Dec 23, 2019	no worker coverage personal coverage for: VAUGHAN HOY

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (12131003)