



September 9, 2019

Ref: 214148

Katrina Stride, A/Secretary Treasurer
School District No. 61 (Greater Victoria)
Email: kstride@sd61.bc.ca

Dear Ms. Stride:

Re: Victoria High School, Seismic Upgrade and Addition (Project No. 111909) | Capital Project Funding Agreement

I am pleased to advise the Greater Victoria School District that the Capital Project Funding Agreement (CPFA) for the Victoria High School, Seismic Upgrade and Addition in Greater Victoria has been signed. One copy of the approved CPFA is enclosed.

The CPFA lays out the obligations of the Board and the Ministry of Education to deliver the capital project within the established scope, schedule and budget. The Victoria High School Seismic Upgrade and Addition Project may proceed using Ministry of Education capital funding up to a maximum of \$31,395,487. The base budget of the project also includes a district contribution of \$2,600,000.

A further \$15,533,802 is held by the Ministry in project risk reserves, to be allocated only with sufficient justification and Ministry approval. The CPFA also includes \$24,915,100 in identified supplemental items and an economic adjustment of \$5,309,543, as a reserve in the event of increases in the project construction costs up to the tender close date, or no later than October 30th, 2020. Access to funding for risk reserves, supplemental items and economic adjustment will require prior Ministry approval in accordance with the terms of the CPFA. The maximum total funding for this project, including the District contribution, is \$79,753,932.

A Project Director for the project is required, as outlined in the CPFA, to provide monthly status reports and to immediately notify the Ministry, in writing, should any circumstances be encountered that may impact the projects scope, schedule or budget.

Approval for this project was granted with the following requirements:

1. The maximum project budget is \$79,753,932 million, which includes a \$45,758,445 million project reserve;
2. The school district is to contribute \$2,600,000 million to the project;
3. The school district's cash contribution is to be entirely directed to the base budget of the project rather than the project reserves;

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4. The project is to include a 1,285 m2 Neighbourhood Learning Centre, carried in reserves pending Ministry approval of the use of space;
5. The Ministry must approve any material changes to the approved scope, schedule or budget;
6. The school district is responsible for any cost overruns; and
7. Access to project reserves is based on Ministry approval and requires written justification, including any documentation required by the Ministry.

Enclosed is a Certificate of Approval (COA) in the amount of \$31,395,487, enabling the School District to draw capital funds for the project as per the CPFA.

I would like to take this opportunity to remind you of the BC government's Apprentices on Public Projects in BC policy. This policy supports apprentices receiving the experience and hours they need in order to become certified. Major infrastructure projects include requirements for contractors and subcontractors to demonstrate that they are engaged in the apprenticeship training program. Boards of Education are to ensure that all prime contractors on capital projects procured after July 1, 2015, and with a provincial investment of \$15 million or more, are engaged in the apprentice program and that they report the use of registered apprentices.

You can find more information on this program, including reporting requirements, on the website link below:

<http://www2.gov.bc.ca/gov/content/industry/construction-industry/apprentices>

Any questions regarding the program can be sent to: publicprojects@gov.bc.ca

The Ministry looks forward to working with the Greater Victoria School District towards the completion of this important project, scheduled to complete by September 30th, 2022. If there are any questions about this project, please contact Damien Crowell, A/Regional Director, Capital Management Branch, at damien.crowell@gov.bc.ca or phone 250.893.6477.

Thank you for your dedication to the students of Greater Victoria School District.

Sincerely,



Joel Palmer
Executive Director, Capital Management Branch
Resource Management Division

pc: Jordan Watters, Board Chair, Board of Education
Shelley Green, Superintendent, School District No 61 (Greater Victoria)
Chuck Morris, Director of Facilities, School District No. 61 (Greater Victoria)
Jim Soles, Associate Director Facilities Services, School District No. 61 (Greater Victoria)

Capital Project Funding Agreement

SCHOOL NAME: Victoria High School

SCHOOL DISTRICT NAME: School District No. 61 (Greater Victoria)

PROJECT NUMBER: 111909

PROJECT DESCRIPTION: Seismic Upgrade with Enhancements and 200 Capacity Addition, and 15% NLC
1000 Grades 9 - 12 Inclusive

MAXIMUM POTENTIAL PROJECT COST: \$79.7 million

THIS CAPITAL PROJECT FUNDING AGREEMENT made in duplicate for the Board's signature and dated for reference the 30 day of August 2019.

BETWEEN: Her Majesty the Queen in Right of the Province of British Columbia,
represented by the Minister of Education

(the "Ministry")

OF THE FIRST PART

AND: The Board of Education of School District No. 61 (Greater Victoria)

(the "Board")

OF THE SECOND PART

BACKGROUND:

The Board, in accordance with the Project Definition Report, requested funding for this Capital Project.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.01 In this Capital Project Funding Agreement:

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

“Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

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

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

“Certificate of Approval” means the Certificate of Approval described in paragraph 5.04;

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

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

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

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

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

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

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

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

from time to time;

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

“Project Definition Report” refers to the Project Definition Report dated **March 7, 2019**;

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

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

“Schools Protection Program” means the risk management program developed and administered by the Risk Management Branch, Ministry of Finance, and includes the “Schools Protection Program Reference Manual”, including any revisions or updates of that publication;

“Supplemental Items” means those costs that are unavoidable, extraordinary, significant, site-specific costs, not accounted for and not affordable within the Base Budget Rate for construction;

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

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

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

2. SCHEDULES AND PROJECT DEFINITION REPORT

2.01 Schedules

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

- A. Project Rationale, Scope and Design Parameters
- B. Project Financial Summary
- C. Identified Risk Items
- D. Project Schedule and Projected Cash Flow
- E. Project Risks Management Plan
- F. Design Aid Sheet
- G. Communications Protocol Agreement on Capital Projects
- H. Letters of Understanding or Other Agreements
- I. Not Applicable
- J. Reports (Monthly Reports | Project Account Closure)

2.02 Project Definition Report

The Project Definition Report prepared by the Board in conjunction with the Capital Project is deemed to contain representations of the Board that are relied upon by the Ministry and form part of this Capital Project Funding Agreement. Should there be any inconsistencies between the Project Definition Report and this Capital Project Funding Agreement, then the wording in this Capital Project Funding Agreement and the attached Schedules will take precedence.

3. NOT APPLICABLE

4. BOARD CONTRIBUTIONS AND OBLIGATIONS

4.01 Obligations

The Board undertakes to:

- a) comply fully with the conditions in paragraph 5.04 when making draws against funds available under the Certificate of Approval;
- b) carry out the Capital Project in a manner that ensures:
 - (i) cost-effective design and construction;
 - (ii) delivery of the Capital Project within the budget in Schedule B – Project Financial Summary and the project timeline in Schedule D – Project Schedule and Projected Cash Flow;
 - (iii) the use of wood as the primary construction material in accordance with the *Wood First Act*, 2009 and Regulations.
 - (iv) all new buildings meet but not exceed current building-related codes and provide modern learning design; classroom technology systems; Leadership in Energy and Environmental Design® (LEED Gold); American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Energy Guidelines;
 - (v) competent project management and cost control through all phases of the Capital Project;
 - (vi) fiscal and management accountability with respect to the Capital Project, in accordance with the Guidelines;
 - (vii) the completed Capital Project meets the project scope, as provided in the Project Definition Report and Schedule A – Project Rationale, Scope and Design Parameters;
 - (viii) all communication related to the Capital Project conforms to the “Communications Protocol Agreement on Capital Projects between the Ministry of Education and School Districts”, as provided in Schedule G; and, as that protocol may be amended from time to time by the Ministry, the most current version of the protocol must be used;
 - (ix) for new elementary schools, the provision of appropriate playground site preparation and Playground Equipment installation; and
 - (x) that Apprentices will be used in accordance with the “Apprentices on Public Projects in British Columbia - Policy and Procedure Guidelines”, if the Total Project Budget on Line A plus Supplemental Items on Line C in Schedule B – Project Financial Summary exceeds fifteen million dollars (\$15,000,000).

4.02 Procurement and Contributions

The Board will:

- a) comply with all policies and best practices of the Province related to Capital Project procurement, as documented in the “Capital Asset Management Framework and Capital Procurement Checklist” published by the Ministry of Finance;

- b) procure the Capital Project as a **Construction Management** program of construction;
- c) include in any contracts the standard insurance and indemnification clauses required by the Schools Protection Program;
- d) ensure that the construction contract for the Capital Project separately accounts for each Identified Risk where there is a “Not to Exceed Contingency” allocation as included in Schedule C – Identified Risk Items;
- e) provide any and all financial contributions that, together with the Provincial funding contribution in paragraph 5.01, as may be necessary to complete the Capital Project as contemplated in this Capital Project Funding Agreement, and more specifically as may be included on Line H, Line I, Line J, Line K or Line L of Schedule B – Project Financial Summary;
- f) notwithstanding paragraph 5.08, should costs exceed what is provided by the Ministry under paragraphs 5.01 and 5.02:
 - (i) require the Project Director to immediately notify the Ministry Representative, in writing, prior to undertaking any additional costs;
 - (ii) provide first from its own fiscal resources all financial contributions that, together with the Provincial funding, are necessary to properly complete the Capital Project, which may include the following options:
 - (A) allocating funds from its Local Capital Reserve;
 - (B) with the prior approval of the Minister, allocating funds from its Ministry of Education Restricted Capital in accordance with section 156 (10) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition to any approval granted under paragraph 5.05 of this Capital Project Funding Agreement; and
 - (C) with the prior approval of the Minister, borrow money in accordance with section 144 (1) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition to any approval granted under paragraph 5.07 of this Capital Project Funding Agreement.

4.03 Project Management

The Project Director will:

- a) ensure the Capital Project is completed in a manner consistent with this Capital Project Funding Agreement, by:
 - (i) establishing and maintaining effective working relationships with the Ministry Representative for the purpose of ensuring timely and collaborative efforts in support of achieving project objectives;
 - (ii) using fair, transparent and open competition, engaging qualified advisory services, such as quality assurance professionals, independent qualified cost consultants, and other expertise as required to meet the terms of this Capital Project Funding Agreement;
 - (iii) establishing project tracking and reporting capability, consistent with Ministry requirements, for the purpose of maintaining effective cost, scope, schedule and risk management controls;

- (iv) managing the project schedule to achieve the dates as included in Schedule D - Project Schedule and Projected Cash Flow; for ease of reference the milestones end dates are listed below:
 - (A) Schematic Design – October 31, 2019
 - (B) Design Development – May 31, 2020
 - (C) Construction Documents – September 30, 2020
 - (D) Contract Award – October 31, 2020
 - (E) Construction – June 30, 2022
 - (F) Occupancy – July 31, 2022
 - (G) Demolition – N/A
 - (H) Final Completion – September 30, 2022
- (v) immediately notifying the Ministry Representative, in writing, should any circumstance be encountered that may impact project costs or schedule and include in the written notification: a description of the circumstance; provide an explanation as to why the change was not foreseeable; and outlining the steps the Project Director is taking to address the changed circumstance and estimated impact to the project cost and schedule.
- (vi) if the Total Project Budget on Line A plus Supplemental Items on Line C in Schedule B - Project Financial Summary exceeds ten million dollars (\$10,000,000):
 - (A) completing a Value Analysis on the Capital Project in a manner consistent with the procurement method; and
 - (B) making the report available to the Ministry upon request.
- (vii) implementing the Board's key obligations under this Capital Project Funding Agreement in a timely manner to facilitate the project schedule as included in Schedule D - Project Schedule and Projected Cash Flow; and
- (viii) upon completion of the Capital Project, advising the Ministry Representative of the availability and disposition of Temporary Accommodations.

4.04 Reporting

The Project Director will provide the Ministry Representative:

- a) Monthly Project Status Reports, as included in Schedule J - Reports, within five (5) Business Days of the end of each month; as the format of this report may be amended from time to time, the most current version provided by the Ministry must be used;
- b) the following reports, no later than six (6) months after the date of substantial completion of the Capital Project:
 - (i) a revised Design Aid Sheet for the school affected by the Capital Project;
 - (ii) architectural "as-built" floor and site plans for the Capital Project;
 - (iii) a Notice of Project Account Closure, as included in Schedule J - Reports, when funds from all funding sources have been disbursed; and
- c) other reports relating to the Capital Project, as may be requested by the Ministry.

4.05 Insurance and Indemnification

The Board will:

- a) comply with the requirements of the Schools Protection Program respecting capital construction projects;
- b) indemnify and save harmless the Province and its employees and agents from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Capital Project Funding Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Board or by any of its agents, employees, officers, directors, or contractors with respect to the Capital Project.

5. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS

5.01 Capital Plan Funding

The Ministry will:

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

Thirty-one million three hundred ninety-five thousand four hundred eighty-seven dollars (\$31,395,487)

as included on Line G under Funding Source in Schedule B –Project Financial Summary.

- b) in the event of future increases to the costs of the Capital Project occurring between the date of this Capital Project Funding Agreement and the date of tender closing for the Capital Project as set out in Schedule D – Project Schedule and Projected Cash Flow, provide to the Board additional capital funding up to a maximum amount of

Five million three hundred nine thousand five hundred forty-three dollars (\$5,309,543)

as included on Line N of Schedule B - Project Financial Summary. This maximum amount is the Estimated Economic Adjustment Amount under Schedule C - Identified Risk Items that may be accessed by the Board, provided that:

- (i) the determination of the actual cost increase will be based on the most current Ministry-approved location factor at the mid-point of construction;
 - (ii) the adjustment will be applied to the Total Project Budget Eligible for Economic Adjustment as included on Line B of Schedule B – Project Financial Summary;
 - (iii) on no account will the increase in capital funding exceed the maximum amount allocated under this subparagraph (b);
 - (iv) if there is a disagreement between the Parties as to the increase in capital funding, the Project Director must notify the Ministry Representative of the disagreement, in writing;
 - (v) the Ministry will render its decision within thirty (30) Business Days of receiving the written notification; and
 - (vi) either Party may request the assistance of an independent cost consultant appointed by mutual agreement of the Parties and paid for from the Post-Construction Audit amount included in the “Not to Exceed” Contingency allocation in Schedule C – Identified Risk Items.
- c) in the event of decreases to the costs of the Capital Project occurring between the date of this Capital Project Funding Agreement and the date of tender closing for the Capital Project as set out in Schedule D – Project Schedule and Projected Cash Flow, then the Total Project Budget as included on Line A in Schedule B – Project Financial Summary will be adjusted, provided that:
- (i) the determination of the actual cost decrease will be based on the most current Ministry-

- approved location factor at the time of tender closing;
- (ii) the adjustment will be applied to the Total Project Budget Eligible for Economic Adjustment as included on Line B of Schedule B – Project Financial Summary;
 - (iii) if there is a disagreement between the Parties as to the decrease in capital funding, the Project Director must notify the Ministry Representative of the disagreement, in writing;
 - (iv) the Ministry will render its decision within thirty (30) Business Days of receiving the written notification; and
 - (v) either party may request the assistance of an independent cost consultant appointed by mutual agreement of the Parties and paid for from the Post-Construction Audit amount included in the “Not to Exceed” Contingency allocation in Schedule C – Identified Risk Items.
- d) in the event of future increases to the costs of the Capital Project occurring between the date of this Capital Project Funding Agreement and the date of tender closing for the Capital Project as set out in Schedule D – Project Schedule and Projected Cash Flow, provide to the Board additional capital funding up to a maximum amount of

**Twenty-four million nine hundred fifteen thousand one hundred dollars
(\$24,915,100)**

as included on Line O under Funding Source in Schedule B – Project Financial Summary. This maximum amount is the Supplemental Items described on Line C – Total Identified Supplemental Items that may be accessed by the Board. See the *Budget Review Process for an Approved Project* document for instructions on how to access Total Identified Supplemental Items on Line C in Schedule B – Project Financial Summary.

- e) the provision of funding as outlined in these subparagraphs (a) to (d) is subject to Ministry approval of a pre-tender project budget and unit rate review, to include project scope confirmation, pre-tender cost estimate, proof of project insurance, analysis of changes to the location factor, and proposed updated Schedule B – Project Financial Summary, as completed by a qualified independent cost consultant once project design has been completed and before tenders for construction may be advertised;

See the *Budget Review Process for an Approved Project* document for instructions on how to access Supplemental Items on Line C and Economic Adjustment on Line D in Schedule B – Project Financial Summary.

The Ministry Representative will render a decision within thirty (30) Business Days of receiving the pre-tender package.

5.02 Capital Plan Funding – Identified Risk Items

The Project Director will implement the Project Risks Management Plan, included as Schedule E - Project Risks Management Plan. If circumstances arise that may require the use of the “Not to Exceed” Contingency, the Project Director must:

- a) immediately notify the Ministry Representative in writing, as soon as the Project Director recognizes there is the potential for any of the Identified Risk Items to materialize - Schedule C – Identified Risk Items;
- b) provide to the Ministry Representative, in writing, the justification and estimated cost related to the additional risk, and a list of the steps taken by the Project Director to mitigate the additional risk;

- c) subject to these subparagraphs (a) and (b), the Ministry Representative may consider the Project Director's request to access the "Not to Exceed" Contingency;
- d) the Ministry Representative will not consider the Project Director's request to access the "Not to Exceed" Contingency for items not identified in Schedule C – Identified Risk Items;
- e) if there is a disagreement between the Parties as to the "Not to Exceed" Contingency, the Project Director must notify the Ministry Representative of the disagreement, in writing;
- f) the Ministry will render a decision within thirty (30) Business Days of receiving the written notification;
- g) either Party may request the assistance of an independent cost consultant appointed by mutual agreement of the Parties and paid for from the Post-Construction Audit amount included in the "Not to Exceed" Contingency in Schedule C – Identified Risk Items;
- h) if the use of "Not to Exceed" Contingency is approved by the Ministry, the Board must make immediate application to the Ministry;
- i) See the *Budget Review Process for an Approved Project* document for instructions on how to access Identified Risk Items on Line E in Schedule B – Project Financial Summary; and
- j) notwithstanding this subparagraph (c), the Ministry will not approve, throughout the life of the project, an amount in excess of

**Fifteen Million five hundred thirty-three thousand eight hundred two dollars
(\$15,533,802)**

for Identified Risk Items as included on Line M of Schedule B - Project Financial Summary.

5.03 Capital Funding Grant

The Ministry will provide the capital funding in paragraph 5.01 of this Capital Project Funding Agreement in the form of a Capital Funding Grant.

5.04 Certificate of Approval

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

- a) on no account must the Board make a draw against funds available under a Certificate of Approval, unless the draw is reimbursement for Eligible Expenditures properly incurred by the Board in connection with the Capital Project;
- b) the Ministry may modify or withhold a Capital Funding Grant and applicable Certificate of Approval, or any portion thereof, in the event the Board fails to observe, perform and comply with any provision of this Capital Project Funding Agreement or if, in the opinion of the Ministry, there has been a material change in the Capital Project including, without limitation, the matters referred to in subparagraph 4.03 (a) (v) Capital Project Funding Agreement;
- c) the Board will comply with all applicable policies or directives of the Treasury Board respecting Capital Funding Grants; and
- d) any unexpended funds from paragraph 5.01 of this Capital Project Funding Agreement will be held

by the Board as Ministry of Education Restricted Capital funds.

5.05 Ministry of Education Restricted Capital

The provision of funding under paragraph 5.01 of this Capital Project Funding Agreement is subject to the Board allocating

Not applicable

to the Capital Project from its Ministry of Education Restricted Capital as included on Line H under Schedule B – Project Financial Summary, and the Minister, by this Capital Project Funding Agreement, approves such allocation, in accordance with sections 100 (4) and 156 (10) of the *School Act* [RSBC 1996] c. 412.

5.06 Other Funding Sources

- a) The provision of funding under paragraph 5.01 of this Capital Project Funding Agreement is subject to the Board allocating

Two million six hundred thousand dollars (\$2,600,000)

to the Capital Project from other funding sources as included on Line J and Line K under Schedule B – Project Financial Summary. Furthermore, the Board must expend any funds identified above as part of the base budget capital funds provided by the Ministry under paragraph 5.01 of this Capital Project Funding Agreement.

- b) The provision of funding under paragraph 5.01 of this Capital Project Funding Agreement is subject to a Third Party allocating

Not applicable

to the Capital Project as included on Line L under Schedule B – Project Financial Summary.

5.07 Borrowing

The provision of funding in paragraph 5.01 of this Capital Project Funding Agreement is subject to the Board borrowing

Not applicable

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

5.08 Delays by Ministry

The Ministry will implement its key obligations in paragraphs 5.01 and 5.09 of this Capital Project Funding Agreement in a timely manner to facilitate the project schedule as included in Schedule D - Project Schedule and Projected Cash Flow. If the project schedule as included in Schedule D – Project Schedule and Projected Cash Flow is unduly affected due to activities of the Ministry, then as established between the Board and the Ministry, an appropriate adjustment to the funding in subparagraph 5.01 (a) of this Capital Project Funding Agreement to permit the Capital Project to proceed on a revised schedule will be made by the Ministry. No such adjustments will be made for any delays caused by the Board.

5.09 Appropriation

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

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

6. FORCE MAJEURE

6.01 In the event of Force Majeure:

- a) the Project Director will immediately notify the Ministry Representative, in writing, and provide, in writing, the justification and estimated cost related to the Force Majeure, and a list of the steps taken by the Project Director to mitigate the impacts of the Force Majeure;
- b) the Ministry Representative will meet with the Project Director to determine a course of action within five (5) Business Days of being notified of the Force Majeure;
- c) the course of action must be agreed to by both Parties;
- d) either Party may request the assistance of an independent cost consultant appointed by mutual agreement of the Parties and paid for from the Post-Construction Audit amount included in the “Not to Exceed Contingency” allocation in Schedule C – Identified Risk Items; and
- e) the Ministry will not approve any expenditures incurred prior to the agreed course of action unless the Project Director can demonstrate that the costs were incurred for the preservation of life and/or safety.

7. NOTICE

7.01 Contacts

Any notice or communication required or permitted to be given under this Capital Project Funding Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand or transmitted by electronic transmission to the address or electronic mail address of each Party, as set out below:

- a) if to the Project Director:

Address: 556 Boleskine Road, Victoria BC V8Z 1E8
Attention: Chuck Morris
Email: cmorris@sd61.bc.ca

- b) if to the Ministry Representative:

Address: PO Box 9151 Stn Prov Govt, Victoria BC, V8W 9H1
Attention: Damien Crowell, A/Regional Director, Capital Management Branch
Email: Damien.Crowell@gov.bc.ca

or to such other address or electronic mail address as any Party may, from time to time, designate in the manner set out above.

7.02 Correspondence

Any such notice or communication will be considered to have been received:

- a) if delivered by hand during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;
- b) if sent by facsimile transmission during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission; and
- c) if sent by electronic transmission during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day, provided that:
 - (i) the receiving party has, by hand delivery, by facsimile transmission, or by electronic transmission acknowledged to the notifying Party that it has received such notice; or
 - (ii) within twenty-four (24) hours after sending the notice, the notifying Party has also sent a copy of such notice to the receiving Party by hand delivery or facsimile transmission.

7.03 Delivery by mail

Delivery by mail will not be considered timely notice under this Capital Project Funding Agreement.

7.04 Contact Changes

In the event the contact for either the Ministry or the Board changes, then the Parties must be notified within five (5) Business Days of that change.

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

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

)
)
)
)



For the Minister of Education

Joel Palmer

Name (Print)

Executive Director

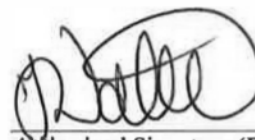
Title

September / 11 / 2019

Date Signed (Month/Day/Year)

SIGNED on behalf of the Board of Education
of School District No. 61 (Greater Victoria) by its
duly authorized signatories

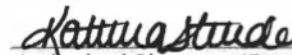
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Authorized Signatory (Board of Education Chair)

JORDAN WATERS

Name (Print)



Authorized Signatory (Secretary Treasurer)

Katrina Stride

Name (Print)

August 30, 2019

Date Signed (Month/Day/Year)

SCHEDULE A

PROJECT RATIONALE, SCOPE AND DESIGN PARAMETERS

School Name:	Victoria High School
Project No:	111909
Project Description:	Seismic Upgrade with Enhancements and Addition, and NLC 1000 Grades 9-12 Inclusive

1.1 Rationale

Victoria High School (VHS), located at 1260 Grant Street, Victoria, BC, has, in its current iteration, provided secondary-level education to the surrounding community for over a century. Following the Ministry's 2004 Seismic Risk Assessment and the most recent SPIR, which was conducted in 2012, VHS's facilities have been identified as vulnerable and at high-risk of widespread damage and structural failure.

The School's main building is currently composed of two blocks, with Block 1, the original building, being constructed in 1911, and Block 2, constructed in 1955, functioning as additional gymnasium and classroom space. The 2012 SPIR identified seismic risk rating classifications of H1 and H2, for Blocks 1 and 2, respectively. Due to the identified heritage value of VHS, full replacement is not possible, and a full seismic upgrade is required.

VHS's current capacity allows for 800 students, with enrolment for the current school year (18/19) being 790 students. The nearby Secondary Schools, Oak Bay High School and Reynolds Secondary, mirror the enrolment-to-capacity ratios experienced by VHS, with both experiencing a capacity utilisation above 96%. With an average 98% utilisation capacity for all three schools, an increase in enrolment capacity in addition to the seismic upgrading allows for accommodation that coincides with population growth pressures faced by the Victoria-region.

1.2 Options Considered

- 1.) Seismic Upgrade
- 2.) Seismic Upgrade with Enhancements
- 3.) Seismic Upgrade with Enhancements and increase to 1000 Student Capacity + NLC
- 4.) Partial Replacement and increase to 1000 Student Capacity on VHS Site

Following quantitative and qualitative analysis of all four options, Option 3 was identified and recommended as the preferred option for VHS. Option 3 was selected because it provides a safe learning environment that will facilitate student success, addresses enrolment pressures and creates space to benefit the greater community.

1.3 Scope

Within Option 3, seismic upgrading will be undertaken on Blocks 1 and 2, with the entire school also receiving non-structural seismic upgrades. The seismic upgrade will preserve the Heritage status of the building while ensuring it is compliant with current building code. The seismic upgrade includes, but is not limited to, the following:

- Construction of new deep concrete footings
- Reinforcement of hollow clay tile partitions to preserve historically significant finishes
- Construction of a new roof trusses and shear walls.

In addition to the seismic upgrades to be undertaken, the following enhancements will be made to the current facility:

- Building envelope enhancements
- Increase in enrolment capacity from 800 to 1,000 students
- Hazmat remediation.
- Renovations of mechanical and electrical systems.

- Stabilisation and remediation of exterior building façade.

1.4 Design Parameters

COST FACTORS	BASE	MEASURE
Base Budget Rate:	\$2,830	per square meter
Project Size Factor	1.09	
Location Factor	1.097	3 rd Quarter, 2018
Ground Factor		Calculated – see Estimated Summary
Project Unit Rate (New Space)		per square meter
Project Unit Rate (Renovation)	\$3,384	per square meter
Equipment: New Space		100% Allowance, Not on addnl. Core
Equipment: Equipment Replacement	25.9%	
Equipment Freight Rate Allowance	3.42%	
Design Fees (Seismic)	15.85%	
Post-Contract Contingency Allowance – New/Repl.	3%	
Post-Construction Contingency Allowance – Renovations or Seismic Structural Upgrade Project	10%	

EQUIPMENT CALCULATION		EQUIPMENT		
Base Budget Rate (\$/m ²)	\$2830			
Freight Allowance	3.42%			
Equipment Rate	25.9%			
• New School (100%)		m ²	\$	x 100%
• Replacement School (75%)	s.13;	m ²	\$842,180	x 75%
• Increased Capacity (100%)		m ²	\$	x 100%
• NLC NO EQUIP		m ²	N/A	N/A
TOTAL EQUIPMENT	s.13;	m²	\$842,180	

SCHEDULE B

PROJECT FINANCIAL SUMMARY

SCHEDULE B - CAPITAL PROJECT BUDGET FOR PARTIAL REPLACEMENT/SEISMIC UPGRADE					V1.2
Victoria High School: Option 3 - Seismic Upgrade with Enhancements and Addition for 1000 Capacity					
K-12 BUDGET MODEL COMPONENTS					
1. DESIGN CAPACITY		Kindergarten	Grade 1 - 7	Grade 8 - 12	(see Table 1)
1.1 Existing				800	
1.2 Change (increase or decrease)				200	
1.3 Approved				1000	
2. SPACE ALLOCATION FOR CAPITAL BUDGETING PURPOSES					
2.1 Existing Space Allocation (m ²) requiring seismic upgrades					s.13;
2.2 Space Allocation: Replacement Space (m ²)					s.17
2.3 Space Allocation: Neighbourhood Learning Centre (m ²)				0.00%	0.00
2.4 Total Space Allocation: New School or Full Replacement School (m ²)					
2.5 Total Space Allocation: Addition (m ²)					
2.6 Total Space Allocation: Partial Replacement (m ²)					s.13; s.17
3. CONSTRUCTION UNIT RATE (NEW CONSTRUCTION)					
3.1 Base Budget Rate (\$/m ²)					\$2,830
3.2 Project Size Factor					1.09
3.3 Project Location Factor		Q3 2018			1.097
3.4 Unit Rate (\$/m ²)					\$3,384
CAPITAL PROJECT BUDGET					
4. CONSTRUCTION ITEMS					
4.1 Construction: New Space/Replacement Space					\$3,759,531
4.2 Construction: Renovations (associated with partial replacement)				8.50%	\$319,560
4.2 (a) Construction: Seismic Upgrade					s.13; s.17
4.2 (b) Construction: SPIR adjustment					
4.2 (c) Construction: Non-Structural Seismic Upgrade					
4.3 Site Development Allowance					\$250,000
4.4 Site Development Location Allowance					\$24,250
TOTAL CONSTRUCTION BUDGET:					s.13; s.17
5. OWNER'S COST ITEMS (Soft Costs)					
5.1(a) Design Fees				15.85%	\$3,967,307
5.1(b) Seismic Project Identification Report Fees					\$53,007
5.2 Post-Contract (Construction) Contingency: New Space/Replacement Space				3.00%	\$121,013
5.3 Post-Contract (Construction) Contingency: Renovations (associated with addition/partial replacement)				10.00%	\$31,956
5.3(a) Post-Contract (Construction) Contingency: Seismic Upgrade				10.00%	\$1,973,061
5.4 Municipal Permits, Fees, and Charges					s.13;
5.5 Equipment: New Space			0.00%	0.00%	
5.6 Equipment: Replacement Space			25.90%	3.42%	\$842,180
5.7 Project Management					\$713,450

	5.8	Wrap-up Liability Insurance				\$22,994
	5.9	Payable Taxes				\$533,497
	5.10(a)	Other (identify)	Moving costs			s.13; s.17
	5.10(b)	Other (identify)	Transportation/Bussing Costs			
	5.10(c)	Other (identify)				\$0
	TOTAL OWNER'S COSTS BUDGET:					\$9,911,534
A	TOTAL CAPITAL PROJECT BUDGET:					\$33,995,487
B	TOTAL PROJECT BUDGET ELIGIBLE FOR ECONOMIC ADJUSTMENT:					s.13; s.17
CAPITAL PROJECT BUDGET RESERVE						
6. IDENTIFIED SUPPLEMENTAL ITEMS						
	6.1	Supplementary Building: New Space/Replacement Space				s.13; s.17
	6.2	Supplementary Building: Renovations (associated with addition/partial replacement)				
	6.3	Supplementary Site				
	6.4	Demolition				\$0
	6.5	Abnormal Topographical or Sub-Surface Conditions				\$0
	6.6	Offsite Services				\$0
	6.7	Municipal Building Codes and Bylaws				\$0
	6.8	Temporary Accommodation				\$0
C	TOTAL IDENTIFIED SUPPLEMENTAL ITEMS:					\$24,915,100
D	6.9	Economic Adjustment	No. of Months:	28	Estimated Percentage:	0.79% \$5,309,543
IDENTIFIED RISK ITEMS						
	6.10(a)	Other (identify)	Hazardous Abatement - VHS (+25% allowance)			s.13; s.17
	6.10(b)	Other (identify)	Hazardous Abatement - SJ Willis (+50% allowance)			
	6.10(c)	Other (identify)	Bussing and Transportation Costs			
	6.10(d)	Other (identify)	Heritage Issues on Building Exterior			
	6.10(e)	Other (identify)	Modify or Replace Existing Stairs Railings			
	6.10(f)	Other (identify)	Replace Existing Gymnasium Railings			
	6.10(g)	Other (identify)	Renovate Derelict Stair Connection			
	6.10(h)	Other (identify)	Heating System Upgrade - Submitted as SEP project			
	6.10(i)	Other (identify)	Approval Delays			
	6.10(j)	Other (identify)	Code Compliance Issues at VHS			
	6.10(k)	Other (identify)	Code Compliance Issues at SJ Willis			
	6.10(l)	Other (identify)	Additional Economic Adjustment Amount			
	6.10(m)	Other (identify)	Canadian/US Tariffs			
	6.10(n)	Other (identify)	Seismic Instrumentation			
	6.10(o)	Other (identify)	City of Victoria Bylaw Parking Requirements at Vic High			

	6.10(p) Other (identify)	NLC	s.13; s.17
	6.10(q) Other (identify)	City of Victoria Bylaw Parking Requirements for NLC	
	6.11 Post-Project Completion Audit Allowance		
E	TOTAL IDENTIFIED RISK ITEMS:		\$15,533,802
F	MAXIMUM CAPITAL PROJECT FUNDING TOTAL:		\$79,753,934
	FUNDING SOURCE		
G	Capital Plan (as per Capital Project Funding Agreement, sub-paragraph 5.01(a))		\$31,395,487
H	Ministry of Education Restricted Capital (as per sub-paragraph 5.05)		\$0
I	Borrowing (as per paragraph 5.07)		\$0
J	Local Capital Reserve (as per sub-paragraph 4.02(e))		\$2,600,000
K	Annual Facility Grant (as per sub-paragraph 4.02(e))		\$0
L	Other (specify) (as per sub-paragraph 4.02(e))		\$0
	SUBTOTAL:		\$33,995,487
M	Capital Plan - Identified Risk Items (as per sub-paragraph 5.02(i)) [Line E]		\$15,533,802
N	Capital Plan - Economic Adjustment (as per sub-paragraph 5.01(b)) [Line D]		\$5,309,543
O	Capital Plan - Supplemental Items (as per sub-paragraph 5.01(d)) [Line C]		\$24,915,100
	SUBTOTAL:		\$45,758,445
	MAXIMUM POTENTIAL FUNDING ENVELOPE (including Reserve Items)		\$79,753,932

SCHEDULE C

IDENTIFIED RISK ITEMS

IDENTIFIED RISK ITEMS

No.	Identified Risk ¹	“Not to Exceed” Contingency ³	
		Rationale for Risk Items ²	Amount
1.	Hazmat – VHS	Hazmat Risks	s.13; s.17
2.	Hazmat – SJ Willis	Hazmat Risks	
3.	Bussing and Transportation	Transportation Issues	
4.	Heritage – Building Exterior	Heritage Components	
5.	Railings	Potential Safety Issue	
6.	Gymnasium Railings	Potential Safety Issue	
7.	Renovate Derelict Stairs	Potential Safety Issue	
8.	Heating System – Submitted as SEP	SEP Approval Required	
9.	Approval Delays	Approval Delays	
10.	Code Compliance – VHS	Code Risks	
11.	Code Compliance SJ Willis	Code Risks	
12.	Additional Economic Adjustment	Escalation	
13.	Tariffs	Tariff Risks	
14.	Seismic Instrumentation	Potential Seismic Instrument Site	
15.	CoV Parking Bylaw Requirements - VHS	City Requirements	
16.	NLC – Scope TBD	NLC Scope	
17.	CoV Parking Bylaw Requirements - NLC	City Requirements	
18.	Post-Project Completion Audit	Potential Audit	
		Maximum “Not to Exceed” Contingency	\$15,533,802

NOTES:

- The # and Identified Risks must be the same as set out under Line E - Total Identified Risk Items in Schedule B – Project Financial Summary.
- This section summarizes the rationale for any Identified Risk Items (Line E) in the Schedule B – Project Financial Summary.
- The Project Director may apply for “Not to Exceed” Contingency funding for each of the above Identified Risk Items in accordance with subparagraph 5.02 (j) of this Capital Project Funding Agreement.
- Cost consultant services required as per subparagraphs 5.01 (b) (vi), 5.01 (c) (v), 5.02 (g) and 6.01 (d) will be funded from the Maximum “Not to Exceed” Contingency allocation - Post-Construction Audit.

Economic Adjustment Estimated from:	
Location Factor Date	Q3 (Aug) 2018
Anticipated Tender Close Date (as per Schedule D- Project Schedule and Projected Cash Flow)	SJ Willis: September 30, 2019 VHS: October 30, 2020
Interval (# of months between location factor date and mid-point of construction)	28
Projected Economic Adjustment per month	0.79%
Total Economic Adjustment Factor	17.29%
Total Project Budget Eligible for Economic Adjustment (as per Line B on Schedule B – Project Financial Summary)	\$24,083,954
Estimated Economic Adjustment Amount (as per Line D on Schedule B – Project Financial Summary)	\$5,309,543

SCHEDULE D

PROJECT SCHEDULE AND PROJECTED CASH FLOW

PROJECT MILESTONES

Fiscal Year	2019/20	2020/21	2021/22	2022/23
	Apr19 - Mar20	Apr20 - Mar21	Apr21 - Mar22	Apr22 - Mar23
Schematic Design	October 2019			
Design Development	May 2020			
Construction Documents		September 2020		
Contract Award		October 2020		
Construction				June 2022
Occupancy				July 2022
Demolition				
Final Completion				September 2022
Anticipated Date of Tender Closing				

CASH FLOW PROJECTION

Fiscal Year	2018/19	2019/20	2020/21	2021/22	2022/23
Qtr 1: Apr-Jun	\$53,000	s.13; s.17			
Qtr 2: Jul-Sep					
Qtr 3: Oct-Dec					
Qtr 4: Jan-Mar					
Annual Forecast	53,000				
Cumulative Cash Flow	\$53,000				

NOTE: The Cash Flow Projection excludes the amount on Line D – Economic Adjustment and Line E - Total Identified Risk Items set out in Schedule B – Project Financial Summary

SCHEDULE E

PROJECT RISKS MANAGEMENT PLAN

PROJECT SCOPE RISKS

No.	Identified Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1	Unforeseen hazmat	M	M	Comprehensive pre-survey	Manage
2	Heritage	M	H	Carry contingency	Transfer
3	Mechanical enhancements	H	H	Apply for SEP funding	Transfer
4	Code compliance	M	M	Carry contingency	Manage/Price/Transfer
5	Parking Lot Bylaw	L	L	Apply for variance	Transfer

PROJECT COST RISKS

No.	Identified Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1	Increasing transportation cost	M	M	Costed probable scenarios	Manage/Price
2	Railing improvements	H	M	Carry contingency	Transfer
3	Replace derelict stairs	H	M	Carry contingency	Transfer
4	Unforeseen escalation	M	H	Carry contingency	Manage/Price/Transfer
5	Tariffs	H	H	Carry contingency	Transfer
6	NLC	M	H	Carry contingency	Manage/Price

PROJECT SCHEDULE RISKS

No.	Identified Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1	Project delays	M	M	Carry contingency	Manage/Price/Transfer

SCHEDULE F

DESIGN AID SHEET

School Name: VICTORIA HIGH SCHOOL (Option 3) Facility Code: 61018
 District: 61 GREATER VICTORIA

Last Updated: 19-Oct-18
 Printed Date: 19-Oct-18

School Capacity: Nominal - 1000 Total Elective Modules: 19
 Operating - As Above Extend Day: NO

Agreed Nominal / Operating Capacity:

Ministry of Education Date

This sheet is for use with the procedures in the Ministry of Education - Area Standards
 PART 1 - ACADEMIC / VOCATIONAL

Space Function	1A - EXISTING			1B - MODULES			1C - NEW CORE			1D - NEW ELECTIVE		
	Description	Area	Mods	Core	Deficit	Surplus	Description	Area	Mods	Description	Area	Mods
Business Education	Computers (3)	s.13;	3.18	1.00		2.18						
		s.17										
Fine Arts	Dance		0.94	1.00		4.62						
	Music		0.92									
	Drama		0.95									
	Art (2)		1.81									
	Auditorium		1.00									
Home Economics	Clothing		1.04	1.00		1.02						
	Foods		0.98									
Industrial Education	Cosmetology		1.07	1.00		5.07						
	Construction/wood		1.00									
	Automotive		1.00									
	Autobody		1.00									
	Technology		1.00									
	International Classroom		1.00									
Science	Science (5)		5.04	3.00		2.04	Science	s.13;	1			
General Instruction	Rooms 75-95 = 2		4.88	10.00		3.98	Area = No. of modules x 80 m2			Classrooms	s.13;	3.00
	Other rooms = 11		9.10							Area = No. of modules x 80 m2	s.17	
Sub-totals		AI		18.00	0.00	17.91	BI	s.13;		CI		3.00

*Note - May not be used except for spaces agreed in writing by the Ministry

Surplus - Deficit - 17.91

(See Sheet #1 for base information)

School Name: VICTORIA HIGH SCHOOL (Option 3)

PART 2 - SERVICE / ACTIVITY				
Space Function	E - Existing	F - Allowable	G - Deficit	H - New
Admin. / Health	R	s.13;	s.13;	
Counselling		s.17	s.17	
Gen. Storage	R	s.17	s.17	
Gym Activity				
Gym Ancillary				
Media/Tech. Centre				
Multi-Purpose				
Special Education	R			
Mechanical				s.13;
Design Space	R			s.17
Other			0.0	
Sub-Total	EI	FI	GI	HI
		s.13; s.17		

PART 4 - TOTAL AREAS				
		J - Existing	K - New	
Existing Acad. / Voc.	AI	s.13;		
Core A/V Additions		s.17	CI	s.13;
Elective A/V Additions			DI	s.17
Service Activity	EI		FI	
Sub-Total			NI	
Total Gross Allowable Area		s.1 (from MOE Area Standards)		
Enrolment: As of:	Gr. 1-7:	Gr. 8-12:	Type-1:	Grade Structure:
Kgn:				Type-2:
				Port. CR's:
*Other		Site Allowance:		
		(ha)		
		Allow: 4.5		
		Actual: 5.3		
		Diff: 0.8		

Comments: Extended Day Allowance of 0 m2 is included in design space.

SCHEDULE G

COMMUNICATIONS PROTOCOL AGREEMENT ON CAPITAL PROJECTS BETWEEN THE MINISTRY OF EDUCATION AND SCHOOL DISTRICTS



Ministry of Education School Construction Project Sign Protocol

All construction projects approved in the Ministry of Education's Capital Plan must be identified by a construction sign prominently displayed at the site. Signs must conform to Government of B.C.'s Infrastructure Sign Specifications and be produced by Government Communications and Public Engagement (GCPE). Sign production must only be handled by Queens Printer.

Signs are to be installed as soon as possible after announcement of the project, and amended to include the amount of investment and date of completion after award of the construction contract and preferably before the start of work. The signs are to remain on the site until the work is completed and after any completion ceremonies where applicable.

A digital picture of the sign is to be sent to Ministry GCPE after it has been installed. Cost of the sign is to be funded from the approved construction budget. These are the standard small sign size: 1951 mm x 1220 mm (C035_u_1951x1220). The school districts are responsible for installing their signs as well.

1. Project is announced
2. The sign is to be requested from GCPE Graphics using the online Graphic Design Requests system. Final, approved text content is required.
3. A PDF will be returned to the person requesting the sign for review and approval. Reply to the responsible designer with the approval or request for edits.
4. When approved, ministry staff send the production file to Paula Peterson at Queen's Printers with shipping and invoicing information.
5. The school district pays and arranges for the sign to be installed. (signs are to be installed in a visible location); and,
6. District will notify Ministry GCPE when the sign is installed and send photo as confirmation.



New School
Name School

Value \$00

Opening Month 20xx

Creating 000 new student spaces

SCHEDULE H

LETTERS OF UNDERSTANDING OR OTHER AGREEMENTS

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

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

SCHEDULE I
NOT APPLICABLE

SCHEDULE J

REPORTS

MONTHLY REPORT

Monthly Progress Report

Capital Project Funding Agreement		
District No.		
School District		
School Name:	Elementary	
Project Number:	127...	
Project Description:	Selamie Upgrade - 3 classrooms + gym	
Proposed Capacity:	N/A	Amended COA
Maximum Potential Project Cost:	\$2,429,401	
Approved Project Budget:	\$2,015,004	
Escalation Contingency:	\$96,447	
Risk Reserve:	\$317,950	
Restricted Capital:	\$0	
Other Funding:	\$0	

Approved Budget Revisions / COA Adjustments			
Date (yyy-mm-dd)	# Amended COA	Cost	Description
2017-10-24	1	\$ 2,015,004	Original COA
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
TOTAL		\$ 2,015,004	

PROGRESS REPORT				
	CPFA Signed	Construction	Final Completion	Current Phase
Project Agreement	October 2017	June 2018	October 31, 2019	Construction
Previous Progress Report	October 2017	June 2018		
Actual Project Progress	October 2017	June 2018	(Enter new date if there is a change)	
Explanation for Variance				\$969,706

COA DRAW REPORT									
	2017/18	April-June 2018	July-Sept 2018	Oct-Dec 2018	January-March 2019	April-June 2019	July-Sept 2019	Oct-Dec 2019	Total Project Cost
Project Agreement	\$100,000	\$150,000	\$250,000	\$350,000	\$450,000	\$550,000	\$650,000	\$115,004	\$2,015,004
Previous Progress Report	\$121,335	\$51,841	\$105,775	\$52,678					\$331,629
Actual Projections	\$121,335	\$51,841	\$105,775	\$52,678	\$364,000	\$484,000	\$630,000	\$5,355	\$2,014,384
Actual Draws to Date	\$121,335	\$51,841	\$105,775	\$52,678					\$331,629
Explanation for Variance									

DRAW REPORT							
	Previous Years	April - June 2018	July-September 2018	October-December 2018	January-March 2019	2019/2020	2020/2021
Project Agreement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Previous Progress Report	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Projections	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Draws to Date	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Explanation for Variance		Example: projection includes risk reserve					

EMERGING ISSUES ¹				
Date	Item	Description	Response Strategy	Potential Impacts on Scope/Schedule/Budget

¹ Ensure that any Risk Reserve Items identified in the Capital Funding Project Agreement that have materialized are referenced in the Emerging Issues Table

STATUS COMMENTS	
Expenditures to date have been less than expected, largely due to the heavy workload placed on our Capital crews over the past nine months for other initiatives, and we recognize that we will need to mobilize additional resources to meet our schedule and cash flow objectives.	

PROJECT ACCOUNT CLOSURE

MINISTRY OF EDUCATION

NOTICE OF PROJECT ACCOUNT CLOSURE

PROJECT #

SCHOOL DISTRICT

PROJECT NAME

PROJECT DESCRIPTION

FINANCIAL SUMMARY

	A	B	C	(C-B)
	CPFA SCHEDULE B	APPROVED	TOTAL EXPENDITURES	VARIANCE
FUNDING SOURCE				
Provincial Capital	-	-		-
Ministry of Education Restricted Capital	-	-		-
Annual Facility Grant	-	-		-
Other School District Funding	-	-		-
Third Party Funding	-	-		-
Reserve Items	-	-		-
Total Project Budget	-	-	-	-

Surplus Capital Plan Amounts

to be transferred to SD Reserve account -

to be reallocated by the Ministry -

SD Funding for Over-Expenditure -

Secretary Treasurer _____

Date Signed _____

Ministry Approval _____

Date Signed _____

BRITISH
COLUMBIA

CAPITAL PROJECT CERTIFICATE OF APPROVAL

Sponsoring Ministry: MINISTRY OF EDUCATION

Director:

Government Body: SD# - 61 GREATER VICTORIA

Certificate Number: 062-111909

Revision No.: 02

This Certificate is issued pursuant to the Treasury Board approval for the Capital Project described below (the "Project") and a Memorandum of Understanding (the "COA-MOU") between Provincial Treasury and the Sponsoring Ministry. This Certificate constitutes an approval by the Province for the Government Body to request Capital Funding (Advance) from the Province in accordance with the COA-MOU for the purpose of facilitating approved Project expenditures.

APPROVED CAPITAL PROJECT

Project No.: 111909

Project Location: VICTORIA

Facility Name: VICTORIA HIGH SCHOOL

Project Description: SEISMIC UPGRADE PROJECT

Total Estimated Project Costs: \$ 79,753,932.00

Treasury Board Approval Stage: 1. ☐ Site 2. ☐ Planning 3. ☒ Completion ** SEISMIC PROJECT **

Funding Detail (this certificate cancels and replaces all previous certificates issued for the Project):

Previous Certificate No.: 062-111909	Previous Revision No.: 01
Previous Total Approved Advance:	\$ 53,007.00
Increase (Decrease) Determined By This Certificate:	\$ 31,342,480.00
Total Approved Advance:	\$ 31,395,487.00

Expiry Date: SEPTEMBER 30, 2022

GOVERNMENT BODY ACCOUNT

Financial Institution:

Transit No.:

Account No.:

TERMS OF APPROVAL

1. The Total Approved Advance approved by this Certificate represents the maximum that may be advanced for the Project.
2. This Certificate is valid only until the Expiry Date or until cancelled by the Sponsoring Ministry. This Certificate is not transferable.
3. Additional terms specific to the Project made between the Sponsoring Ministry and the Government Body are set out below or in the attached Appendix.

TOTAL APPROVED BORROWING HAS BEEN REDUCED BY 0.00 FUNDED FROM
MINISTRY OF EDUCATION-RESTRICTED CAPITAL AND/OR LAND CAPITAL RESERVE.

SIGNATURE OF RESPONSIBLE MINISTER OR DESIGNATE

Domi Crowell

EFFECTIVE DATE

SEPTEMBER 10, 2019

ORIGINAL: MINISTRY OF FINANCE

COPIES: 1) GOVERNMENT BODY 2) SPONSORING MINISTRY