

# Capital Project Funding Agreement

**SCHOOL NAME:** \_\_\_\_\_

**SCHOOL DISTRICT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(the "Ministry")

OF THE FIRST PART

**AND:** **The Board of Education of School District No. \_\_ (\_\_\_\_\_)**

(the "Board")

OF THE SECOND PART

## **BACKGROUND:**

- A. The Board, in accordance with the Project Identification Report dated \_\_\_\_\_, requested funding for this \_\_\_\_\_ *description* \_\_\_\_\_ Capital Project as part of its 20\_\_/\_/\_\_\_ Capital Plan.
- B. The Ministry supported the Capital Project in its 20\_\_/\_/\_\_\_ consolidated capital plan submission to the Capital Planning Secretariat.
- C. By letter to the Board dated \_\_\_\_\_ the Ministry indicated support for the Capital Project.

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

### **1. DEFINITIONS**

1.01 In this Capital Project Funding Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. SCHEDULES AND REPORTS**

### **2.01 Schedules**

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

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

### **2.02 Reports**

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

- a. The Project Definition Report dated \_\_\_\_\_ .
- b. The \_\_\_\_\_ (*report*) \_\_\_\_\_ dated \_\_\_\_\_ .

### 3. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS

#### 3.01 Capital Plan Funding

In accordance with the Board's Capital Project Bylaw \_\_ (bylaw number) \_\_ adopted on \_\_ (date) \_\_ and included in Schedule G and subject to paragraphs 3.02 to 3.07, the Ministry will:

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

\_\_\_\_\_ (written amount) \_\_\_\_\_ (\$ amount)

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

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

\_\_\_\_\_ (written amount) \_\_\_\_\_ (\$ amount)

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

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

\_\_\_\_\_ (written amount) \_\_\_\_\_ (\$ amount)

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

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

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

### **3.02 Capital Funding Grant**

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

### **3.03 Certificate of Approval**

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

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

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

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

\_\_\_\_\_ (*written amount*) \_\_\_\_\_ (*\$ amount*)

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

### **3.05 Borrowing**

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

\_\_\_\_\_ (*written amount*) \_\_\_\_\_ (*\$ amount*)

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 \_\_\_\_\_ (*identify the terms of ministerial approval for interim borrowing*) \_\_\_\_\_.

### **3.06 Delays by Ministry**

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

### **3.07 Appropriation**

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

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

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

### **4.01 Obligations**

The Board undertakes to:

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

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

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

The Board will:

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

#### **4.03 Project Management**

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

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

The Board will:

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

#### **4.05 Reporting**

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

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

#### **4.06. Indemnification**

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

## **5. ADDITIONAL CONDITIONS**

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

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

### **5.02 Unforeseen Circumstances**

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

- (a) immediately advise the Ministry; and
- (b) provide first from its own fiscal resources all financial contributions that, together with the Provincial funding in paragraph 3.01, are necessary to properly complete the Capital Project, which may include the following options:
  - (i) allocating funds from its Local Capital Reserve;
  - (ii) with the prior approval of the Minister, allocating funds from its Ministry of Education Restricted Capital in accordance with section 156 (10) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition to any approval granted under paragraph 3.04 of this Capital Project Funding Agreement; and
  - (iii) with the prior approval of the Minister, borrow money in accordance with section 144 (1) of the *School Act* [RSBC 1996] c. 412, where such ministerial approval would be in addition to any approval granted under paragraph 3.05 of this Capital Project Funding Agreement.

School Name: \_\_\_\_\_  
School District No. 00 ( \_\_\_\_\_ )

Project Number: 000000

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

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

**5.04 Capital Project Bylaw Amendment**

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

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

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

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

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

\_\_\_\_\_  
Title

SIGNED on behalf of the Board of Education )  
of School District No. \_\_ ( \_\_\_\_\_ ) by its )  
duly authorized signatories )

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

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

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

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

# SCHEDULE A

## PROJECT RATIONALE, SCOPE AND DESIGN PARAMETERS

**School Name:** \_\_\_\_\_  
**Project No:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1.1 Rationale

1.2 Options Considered

1.3 Scope

1.4 Design Parameters

<b>COST FACTORS</b>	<b>BASE</b>	<b>MEASURE</b>
Base Unit Rate	\$	per square meter
Air Conditioning	\$	per square meter
Project Size		
Location Factor (___ Quarter, 20__)		
Ground Factor		
Project Unit Rate (New Space)	\$	per square meter
Project Unit Rate (Renovation)	\$	per square meter
Equipment Allowance (New Space)	%	
Equipment Allowance (Equipment Replacement)	%	
Equipment Freight Rate Allowance	%	
Consultant Fees (New Space)	%	
Consultant Fees (Renovation)	%	

# SCHEDULE B

## PROJECT FINANCIAL SUMMARY

School Name: \_\_\_\_\_  
 Project No: \_\_\_\_\_  
 Project Description: \_\_\_\_\_

Nominal Capacity	Kindergarten	Grades 1 - 7	Grades 8 - 12	Grade Configuration
Existing				
Approved				
Additional				

AREA - UNIT RATE	<b>Allowable Site Area (ha)</b>	
	<b>Allowable Building Area (sqm)</b>	
	Total Allowable Area	
	Less: Previously Existing Space	
	Add: Area to be Demolished	
	Area of New Space	
	Allowable Area of Renovations	
	<b>Unit Rate for Construction (\$/sqm)</b> [based on __ Qtr, 20__ Location Factor and using Ministry Unit Rates]	
	New	
	Renovation	

ELIGIBLE EXPENSES	PROJECT BUDGET		Amounts Subject to Economic Adjustment
			\$
	1 Site Acquisition	\$	\$
	2 Site Development	\$	\$
	3 Construction: New	\$	\$
	4 Construction: Renovation	\$	\$
	5 Design Fees and Disbursements	\$	\$
	6 Construction Contingency	\$	\$
	7 Equipment	\$	\$
	8 Municipal Permits & Fees	\$	\$
	<b>Documented Supplementary Items</b> (including fees and related costs)		
	9 Supplementary Site	\$	\$
	10 Supplementary Building	\$	\$
	11 Off-Site Costs	\$	\$
	12 LEED® Gold	\$	\$
	13 List of Other Budget Items:		
	i.	\$	\$
	ii.	\$	\$
	iii.	\$	\$
	iv.	\$	\$
	v.	\$	\$
	vi.	\$	\$
	<b>(A) Total Project Budget</b> (excluding Reserve Items)	\$	
	<b>(B) Total Project Budget Eligible for Economic Adjustment</b>		\$
	<b>RESERVE ITEMS</b> (as per Schedule C - Reserve Items)		
	List of Identified Risks		
	1	\$	
	2	\$	
	3	\$	
	4	\$	
	5	\$	
	6	\$	
	<b>(C) Maximum "Not to Exceed" Contingency</b> Sub-Total	\$	
	<b>(D) Estimated Economic Adjustment</b> (from Location Factor as of __ Qtr, 20__ to Tender Close)		\$
	<b>(E) Total Reserve Items</b>	\$	[=(C+D)]
	<b>(F) MAXIMUM POTENTIAL PROJECT COST</b> (including Reserve Items)	\$	[=(A+E)]

FUNDING SOURCES	<b>(G) Capital Plan</b> [as per Capital Project Funding Agreement, subparagraph 3.01(a)]	\$	
	<b>(H) Ministry of Education Restricted Capital</b> [as per paragraph 3.04]	\$	
	<b>(I) Borrowing</b> [as per paragraph 3.05]	\$	
	<b>(J) Local Capital Reserve</b> [as per subparagraph 4.02(e)]	\$	
	<b>(K) Annual Facility Grant</b> [as per subparagraph 4.02(e)]	\$	
	<b>(L) Other (specify)</b> [as per subparagraph 4.02(e)]	\$	
	Sub-Total	\$	[=(A)]
	<b>(M) Capital Plan - Identified Risks</b> [as per subparagraph 3.01(b)]	\$	[=(C)]
	<b>(N) Capital Plan - Estimated Economic Adjustment</b> [as per subparagraph 3.01(c)]	\$	[=(D)]
	Sub-Total	\$	[=(E)]
<b>(O) MAXIMUM POTENTIAL PROJECT FUNDING</b> (includes Lines G, H, I, J, K, L, M and N)	\$	[=(F)]	

# SCHEDULE C

## RESERVE ITEMS

### IDENTIFIED RISKS

#	Identified Risk <sup>1</sup>	Fixed Allocation <sup>2</sup>	"Not to Exceed" Contingency <sup>4</sup>	
			Rationale Summary of Additional Risk <sup>3</sup>	Amount
1.		\$		\$
2.		\$		\$
3.		\$		\$
4.		\$		\$
5.		\$		\$
6.		\$		\$
			<b>Maximum "Not to Exceed" Contingency</b>	\$

### NOTES:

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

### ECONOMIC ADJUSTMENT

Estimated from the \_\_\_ Quarter, 20\_\_ Location Factor to the close of tender for the Capital Project

Location Factor Date	
Anticipated Tender Close Date (as per Schedule D – Project Schedule and Projected Cash Flow)	
Interval (no. of months between Location Factor date and tender close)	
Projected Economic Adjustment per Month	
Total Economic Adjustment Factor	
Total Project Budget Eligible for Economic Adjustment (as per Line B on Schedule B – Project Financial Summary)	\$
Estimated Economic Adjustment Amount [as per Line D on Schedule B – Project Financial Summary]	\$

# SCHEDULE D

## PROJECT SCHEDULE AND PROJECTED CASH FLOW

<b>PROJECT MILESTONES</b>						
Fiscal Year	20 / _	20 / _	20 / _	20 / _	20 / _	20 / _
	Apr - Mar	Apr - Mar	Apr - Mar	Apr - Mar	Apr - Mar	Apr - Mar
Design Development	\$					
Construction Documents						
Contract Award						
Construction						
Occupancy						
Final Completion						
<b>PROJECT SCHEMATIC TIMELINE AND CRITICAL DATES</b>						
Fiscal Year	20 / _	20 / _	20 / _	20 / _	20 / _	20 / _
Design Development						
Construction Documents						
Contract Award						
Construction						
Occupancy						
Final Completion						
Anticipated Date of Tender Closing	[ ]					
<b>CASH FLOW PROJECTION</b>						
Fiscal Year	20 / _	20 / _	20 / _	20 / _	20 / _	20 / _
Qtr 1: Apr-Jun	\$	\$	\$	\$	\$	\$
Qtr 2: Jul-Sep	\$	\$	\$	\$	\$	\$
Qtr 3: Oct-Dec	\$	\$	\$	\$	\$	\$
Qtr 4: Jan-Mar	\$	\$	\$	\$	\$	\$
Annual Forecast	\$	\$	\$	\$	\$	\$
Cumulative Cash Flow	\$	\$	\$	\$	\$	\$
<p><b>NOTE:</b> The Cash Flow Projection excludes the amount on Line E - Total Reserve Items set out in Schedule B - Project Financial Summary</p>						

# SCHEDULE E

## PROJECT RISKS MANAGEMENT PLAN

The Project Risks Management Plan is based on an on-going program of identification, analysis and allocation of risks from project inception through planning, design development, procurement, contracting, construction, and commissioning.

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

### PROJECT SCOPE RISKS

	Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1.					
2.					
3.					
4.					
5.					

### PROJECT COST RISKS

	Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1.					
2.					
3.					
4.					
5.					

### PROJECT SCHEDULE RISKS

	Risk	Risk Probability	Risk Impact	Risk Management Strategy	Manage, Price or Transfer
1.					
2.					
3.					
4.					
5.					

School Name: \_\_\_\_\_  
School District No. 00 ( \_\_\_\_\_ )

Project Number: 000000

# **SCHEDULE F**

## **DESIGN AID SHEET(S)**

School Name: \_\_\_\_\_  
School District No. 00 (\_\_\_\_\_)

Project Number: 000000

# **SCHEDULE G**

## **CAPITAL PROJECT BYLAW**

In accordance with section 143 of the *School Act* [RSBC 1996] c. 412, the Board must prepare a Capital Project Bylaw for the Capital Project, a copy of which is to be included as Schedule G.

School Name: \_\_\_\_\_  
School District No. 00 (\_\_\_\_\_)

Project Number: 000000

## **SCHEDULE H**

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

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

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