Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation Binder, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council – see below.

Rules and Procedures for Discussion/Debate/Motions within Council Meetings

1) The maximum time for a speech in debate on a motion is two minutes.

2) The Chair shall keep a speakers’ list of those wishing to speak to a motion; and
   a) the speakers’ list shall be built in the order that the Chair notes a member’s intention to speak; and
   b) any member having not spoken to a motion shall be given preference on the speakers’ list over any member who has already spoken to the motion.

3) An original main motion may only be introduced at a meeting if it has been added under New Business to the agenda approved for that meeting.

4) An item For Information Only which no Council member indicates will be the subject of a question or an original main motion is considered to be dispensed upon approval of the agenda for that meeting.

5) The meeting will move to a period of informal discussion immediately after a new item has been presented and any questions on the item have been put and answered, but before an original main motion on the item is introduced; and
   a) a period of informal discussion is defined as the opportunity to discuss an item without there being a motion on the floor; and
   b) the Chair of the meeting when the item is introduced continues as the Chair during the period of informal discussion unless he or she chooses to relinquish the Chair; and
   c) in a period of informal discussion the regular rules of debate are suspended; and
   d) a period of informal discussion ceases when the Chair notes that no additional members wish to speak to the item or when an incidental motion to return to the regular rules of debate passes with a majority; and
   e) immediately upon leaving a period of informal discussion, the presenter of the item may move an original main motion on the item and the formal rules of debate resume; and
   f) if the presenter of the item moves no motion on the item then the item is considered dispensed unless an indication to introduce additional original main motions on the item is on the agenda, in which case each of these motions is presented in turn and debated as per the rules of formal debate.
ONTARIO ASSOCIATION OF ARCHITECTS
Council Meeting of December 6, 2013 at approx. 11:00 a.m.

Meeting # 221

OPEN MEETING AGENDA

1.0 AGENDA APPROVAL

2.0 APPROVAL OF MINUTES

2.1 Draft minutes of the November 7, 2013 Open Council Meeting (see attached)

3.0 BUSINESS ARISING FROM THE MINUTES

4.0 ITEMS FOR REVIEW AND APPROVAL

4.1 Appointments to Statutory Committees (oral)
   4.1.a Complaints Committee
   4.1.b Discipline Committee
   4.1.c Experience Requirements Committee
   4.1.d Fees Mediation Committee

4.2 Appointments to Committees under the Communications Portfolio (oral)
   4.2.a Honours and Awards Task Group
   4.2.b Perspectives Editorial Committee
   4.2.c Sustainable Built Environment Committee

4.3 Appointments to Committees under the Practice Portfolio (oral)
   4.3.a Construction Contract Administration Committee (CCAC)
   4.3.b Practice Committee
   4.3.c Sub-committee on Building Codes and Regulation (SCOBCAR)

4.4 Appointment to Audit Committee (oral)

4.5 Election of Life Members (see attached)

4.6 Recognition of Members of Long Standing (see attached)

4.7 Approval of OAA Building Reserve Policy (see attached)

4.8 Approval of Continuing Education for Conference 2014 (see attached)

4.9 Approval of Tour Roster for Conference 2014 (see attached)

4.10 125th Anniversary OAA Retrospective Exhibit (see attached)

4.11 OAA Approval of CCDC 2 MA – Master Agreement – Consultation Draft (see attached)

5.0 EXECUTIVE COMMITTEE REPORTS

5.1 Report from the President
   5.1.a Activities for the months of November-December (see attached)
   5.1.b Report from Executive Director (see attached)
Open Council Agenda

5.2 Report from the Senior Vice President and Treasurer

5.3 Report from Vice President Strategic
   5.3.a Report from Vice President Strategic (see attached)
   5.3.b Report from The Interns Forum (TIF) (see attached)
   5.3.c City of Toronto Harmonized Zoning By-law Task Group – Update (see attached)

5.4 Report from Vice President Communications
   5.4.a Report from the Communications Committee (see attached)
   5.4.b Report from the Sustainable Built Environment Committee (see attached)
   5.4.c 2030 District Toronto – Memorandum of Understanding (see attached)

5.5 Report from Vice President Regulatory Activities
   5.5.a Report from the Registrar (see attached)

5.6 Report from Vice President Practice
   5.6.a Report from Vice President Practice (see attached)
   5.6.b Construction Contract Administration Committee – Update (see attached)

6.0 ITEMS FOR DISCUSSION

7.0 ITEMS FOR INFORMATION

7.1 Report from November CALA meeting (see attached)

7.2 Society Visits – Final Report and Summary (TBD)

7.3 Articles from Publications (see attached)

8.0 OTHER BUSINESS

9.0 DATE OF NEXT MEETING

9.1 The next regular meeting of Council is Thursday January 23rd at 9:30 a.m. at the OAA Headquarters, Toronto, Ontario.

10.0 ADJOURNMENT
Ontario Association of Architects

Meeting #221 Open MINUTES November 7, 2013

The two hundred and twentieth meeting of the Council of the Ontario Association of Architects, held under the Architects Act, took place on Thursday September 19, 2013 at the OAA Headquarters, Toronto, Ontario.

Present:

J. William Birdsell President
Brad Green Senior Vice President & Treasurer
Toon Dreessen Vice President Communications
Paul Hastings Vice President Statutory Activities
Evangelo Kalmantis Vice President Regulatory
Sheena Sharp Vice President Strategic
Robert Abrahams Councillor
James Farrow Councillor
Namita Kanishkan Lieutenant Governor in Council Appointee
Susan Lewin Councillor
Brian Luey Councillor
Wayne Medford Lieutenant Governor in Council Appointee
Elaine Mintz Lieutenant Governor in Council Appointee
David C. Rich Councillor
Andre Sherman Councillor
Anthony Sproul Councillor
John Stephenson Councillor
Nedra Brown Registrar
Kristi Doyle Executive Director
Marcia Cooper Communications Specialist
Tamara King Administrator, Website and Communications
Marilyn McInnes Manager, Finance and Administration
Tina Carfa Executive Assistant, Executive Services

Regrets:

Jerry Chlebowski Councillor

The President called the meeting to order at 1:10 p.m.

AGENDA APPROVAL

7354. The President noted that the following items are to be added to the agenda:

5.2.a Mortgage Pay Down (oral)
8.1 Legal Action Against Member Under the Occupational Health & Safety Act – Update

It was moved by Sproul and seconded by Hastings that the agenda be approved as amended.
-- CARRIED

APPROVAL OF MINUTES


The draft minutes of the September 19, 2013 Open Council meeting were reviewed.
It was moved by Stephenson and seconded by Dreessen that the minutes of the September 19, 2013 Open Council meeting be approved as circulated.
-- CARRIED

BUSINESS ARISING FROM THE MINUTES

7356. Doyle reported that staff would like ensure that they have captured the intent of the motions from the last Council meeting regarding changes to the 2014 OAA Awards Program. The motions were as follows:

It was moved by Dreessen and seconded by Mintz that Council approve the proposed change to the OAA’s Honours and Awards program such that the Concepts and Presentations Category be renamed to “Ideas and Presentations”; and, that there be two awards given, one for Artifact and the other, Concept.

-- CARRIED

An amendment to the motion was made:

It was moved by Sproul and seconded by Chlebowski that the motion be amended such that the title of the award be changed simply to the “Concepts” Category.
-- CARRIED (2 abstentions (Mintz, Sharp))

It was moved by Dreessen and seconded by Mintz that Council approve the proposed changes to the OAA’s Honours and Awards such that the Concepts and Presentations Category be renamed to the “Concepts Category” and that there be 2 awards.
-- CARRIED (1 opposed, 2 abstentions (Mintz, Sharp))

Doyle noted that there are two awards with no sub-categories.

Cooper indicated that the Task Group was looking to simplify the process. With this structure any object, building, or project will be judged under the same category. There is some concern that with categories the jury would be assessing everything from furniture to master planning projects.

A member of Council noted that the category was simplified since otherwise there will be few submissions. The new awards category will be explained to the candidates.

A Council member suggested that it appears that the motion is not explicit and there will be two awards. In a conference call of the Task Group, it was expected that there would be one artifact and one concept award.

A member of Council indicated that the award should be judged based on the design and not the type of project.

Council reconfirmed its original intent such that the awards be renamed “Concepts Category” and that there be no sub-categories under that heading such that all submissions will be judged together.

King left the meeting at 1:15 p.m.

ITEMS FOR REVIEW AND APPROVAL

7357. 2014 OAA Draft Budget (oral)

The Senior Vice President and Treasurer report.

It was moved by Green and seconded by Farrow that the 2014 OAA Budget be approved as circulated.
McInnes left the meeting at 1:30 p.m.

7358. **Reference Material Reviewed:** Memorandum from President, Bill Birdsell dated October 29, 2013 re. Draft Budget 2014 – International Relations Committee and attached background information. *(APPENDIX ‘A’)*

The President reported.

**It was moved by Sharp and seconded by Green that the International Relations Committee Budget for 2014 be approved as circulated.**

-- CARRIED

7359. **Reference Material Reviewed:** Memorandum from the Conference Committee dated October 18, 2013 re. OAA Conference 2014 and 2016. *(APPENDIX ‘B’)*

The Vice President Communications reported that the Conference Committee will be attending a site visit in Montreal next week to look at venues for the opening reception.

It was suggested by the Vice President Communications that to thank the sponsors, Council is encouraged to attend the sponsor dinner at the Conference.

The Vice President Communications indicated that the Conference Committee met to discuss a procedure to schedule events during the Conference. It has been recommended that additional events added to the schedule that are outside of the ConEd Program or the usual social events be held in conjunction with the networking lunch. The Committee has requested as well that the deadline for submission of additional events to be added to the schedule for the conference is December 31st of the preceding year.

A member of Council noted that with respect to the Sponsor dinner her absence was due to an important industry/networking event which occurred at the same time.

The Vice President Communications indicated that the challenge for the Committee is fit in the events appropriately within a limited amount of space. There needs to be a way to fit in other events so that there is no overlap.

The Council member suggested that the industry event could be held in the same time slot with the alumni receptions.

A member of Council enquired as to whether there is another date when the industry/networking event could be held outside of the Conference.

A Council member responded that the Conference is the best venue since most of the participants are attendees as well. It is important to look at this event from a strategic point of view. It was suggested by a member of Council that an early notice be circulated to gauge interest in the industry event.

A member of Council enquired as to whether any Ordre des architectes du Québec (OAQ) members should receive a special invitation.

It was suggested by a member of Council that the OAQ has its own conference and should be kept separate.

A Council member suggested that the sponsor dinner be held at a restaurant and not in a room at the hotel.
It was suggested by a member of Council that the dining in the hotel in Montreal will be well set up, adding that an offsite event is very expensive.

The Vice President Communications suggested that the Committee will revisit the schedule and will discuss with the Council member means by which to fit the industry event into the Conference schedule.

**It was moved by Dreessen and seconded by Mintz that Council be encouraged to attend the sponsor dinner and that the procedure for adding additional events/meetings to OAA Conference schedules be approved as circulated.**
-- CARRIED (1 opposed)

7360.  **Reference Material Reviewed:** Memorandum from the Conference Committee dated October 18, 2013 re. OAA Conference 2016 and 2017. (APPENDIX ‘C’)

The Vice President Communications reported that the way in which the current Conference is structured, creates some challenges in finding a suitable location to accommodate its needs appropriately. It would be difficult to hold a Conference in Sudbury at this point unless the conference is restructured.

It was suggested by the Vice President Communications that the 2016 Conference be held in Toronto, and in Ottawa for 2017 jointly with the RAIC/Architecture Canada and as part of the 150th anniversary of the founding of Canada.

A member of Council noted that the conference locations have been quite predictable, adding that the obvious reasons for not selecting other regions should be overlooked and given more thought.

The Vice President noted that the Conference will be large when held with RAIC. If the format was changed then smaller communities would be able to be considered.

A Council member enquired as to whether it is possible to hold a small conference, adding that the Committee be directed to talk to the City of Sudbury. The architectural interest is important in selecting a venue.

It was noted by a member of Council that there is a need to accommodate enough people for the Celebration of Excellence.

**It was moved by Dreessen and seconded by Mintz that Council approve Toronto as the location for the 2016 OAA Conference and Ottawa for the 2017 OAA Conference.**
-- CARRIED (1 opposed (Stephenson), 1 abstention (Sharp))

7361.  **Reference Material Reviewed:** Memorandum from Executive Director and Member of CACB Standing Committee, Kristi Doyle dated October 26, 2013 re. Appointment of Individuals to the Canadian Architectural Certification Board (CACB) and attached background information. (APPENDIX ‘D’)

Doyle reported that Council is being asked to provide its approval for the appointment of three individuals to the CACB Board. All provincial councils will be voting on the proposed appointment at their respective meetings. The actual appointments will be made at the upcoming CACB AGM which will be held on November 15 in Toronto.

**It was moved by Dreessen and seconded by Sharp that the following appointments to the Canadian Architectural Certification Board (CACB) be approved:**
- Ted Maciurzynski be appointed for a three year term as a CALA representative;
- Jana Levitt be appointed for a three year term as a joint representative of CALA/CCUSA; and,
- Odile Roy be appointed for a two year term as a joint CALA/CCUSA representative
It was moved by Dreessen and seconded by Hastings that Gordon Grice be reappointed as Editor of OAA Perspectives for a three year term and that Emily Waugh be invited as a guest Editor for an upcoming issue of the publication.

-- CARRIED

7363. Reference Material Reviewed: Memorandum from Vice President Practice, Paul Hastings dated October 28, 2013 re. Sealing of Bid Documents and attached background information. (APPENDIX ‘E’)

The Vice President Practice reported that the proposed amendment to the Regulatory notice and OAA position has been supported by a legal opinion and developed by Practice Advisory Services.

A member of Council enquired as to the reason that this would be an issue and the drawings at that point should be ready for construction.

The Vice President Practice responded that while waiting for a permit there may be changes and given schedules and the nature of practice now it is possible that the submitted drawings will be amended and therefore not ready for construction.

Mintz left the meeting at 2:00 p.m.

A Council member enquired as to whether this document has been reviewed by ProDem. It was noted that Pro-Demnity Insurance Company (ProDem) is at the table at the Practice Committee meetings.

It was suggested by a member of Council that there be explanatory material added which notes that it is the architect’s judgment.

A Council member noted that the government currently requires that bid documents be stamped if going out for tender.

A member of Council expressed some concern that the member would not be taken seriously if the document were issued without a seal.

It was moved by Hastings and seconded by Green that the proposed revision to the position that the sealing and signing of bid documents is discretionary and that the revision to Regulatory Notice R.1 Architect’s Professional Seal – Application be approved.

-- CARRIED (5 opposed (Green, Stephenson), 2 abstentions)

EXECUTIVE COMMITTEE REPORTS

7364. Reference Material Reviewed: Activities for the months of September-November. (APPENDIX ‘F’)

The report was noted for information.

7365. OAA Building Committee Update (oral)

The Vice President Strategic reported.

A member of Council enquired as to whether the Building Committee has a plan to roll out the details of the proposed renovations.
The Vice President Strategic responded that the Committee is developing the plan that fits into a 3-5 year period. The main focus is to first improve the envelope. It is recommended that a three year period would be preferred to capitalize on building public awareness, of the OAA’s move to meet the 2030 Challenge.

It was indicated by a member of Council that by focusing on meeting the 2030 Challenge there is a potential to neglect other issues such as spatial requirements within the building, and preserving the existing look of the building.

A Council member suggested that there is a need to address other issues along with an estimate of the cost of a consultant.

It was noted by a Council member that there is some concern noted with respect to staff growth within the facility and a need to focus on accommodating that scenario, specifically with respect to ProDem.

A member of Council enquired as to whether there be some form of a referendum of the membership to obtain feedback. Clarification was requested as to whether feedback from the membership was obtained prior to the construction of the existing building.

A member of Council suggested that caution be exercised such that there is a danger of the building being overdeveloped.

A Council member noted that architects are proficient in many areas such as sustainability and creating efficient use of space. Clarification was requested as to whether other scenarios to achieve sustainability have been investigated at a lesser cost.

It was suggested by the Council member that the goal of achieving the 2030 Challenge be tempered with other challenges and issues.

The Vice President Strategic noted that the building is not what would be considered generic office space, adding that it is not necessary to move in the direction of creating that type of environment. The request to add additional office space has been considered and is being worked into the overall plan.

It was indicated by the Vice President Strategic that she has confidence in the solution since the façade with not be altered. There is a cost to maintain the building in its current form which is also expensive.

A Council member suggested that the move to asset management be taken on in the consideration of moving to a more sustainable site. A member noted that this has been considered and reconsidered a number of times already and the outcome has always been to keep our building.

A member of Council noted that looking beyond the 2030 Challenge, there needs to be an assessment of other inefficiencies in the building.

It was suggested by a member of Council that consideration be made to hold a special meeting to discuss the issue.

It was moved by Sharp and seconded by Green that Council allocate an amount up to $50,000 and direct the OAA Building Committee to proceed with design development on the 2030 Challenge solution including costing, options, scheduling, asset and functional review; and, that a report be presented at the Priority Planning Session in February 2014.

-- CARRIED (1 opposed (Abrahams), 1 abstention)

7366.  Reference Material Reviewed: Memorandum from Executive Director, Kristi Doyle dated October 29, 2013 re. Update on Activities of the Executive Director. (APPENDIX ‘G’)
Doyle reported that all 11 provincial jurisdictions have signed the Canada-U.S. Inter-recognition agreement. To date, 23 U.S. states have signed on with a requirement of five more to ratify the agreement.

It was noted by Doyle that the agreement will come into force as of January 1, 2014. The National Council of Architectural Registration Boards (NCARB) has been given 60 days termination notice with respect to the current agreement.

The report was noted for information.

7367. OAA Mortgage Pay Down (oral)

The Senior Vice President and Treasurer reported.

It was moved by Green and seconded by Kalmantis that Council direct that the OAA mortgage be paid in full on November 28, 2013 at an amount of approximately $391,812.29.

-- CARRIED

7368. Reference Material Reviewed: Memorandum from Vice President Strategic, Sheena Sharp dated October 29, 2013 re. Update on Activities under the Vice President Strategic Portfolio and attached background information. (APPENDIX ‘H’)

The Vice President Strategic reported that to date, several roundtables have been held with success such as Affordable Housing.

It was noted by the Vice President Strategic that there is interest in working with the Building Industry and Land Development Association (BILD) and the Residential Construction Council of Ontario (RESCON) to develop another symposium. It is expected that it will take approximately eight months to develop.

Some concern was expressed by a few members of Council that this particular issue is not one that the OAA should be taking a specific position on it since it is multi-faceted.

The Vice President Strategic responded that it is advantageous partnering with other organizations. The solution may not be architectural but it is bringing together other industries to act cohesively in a leadership role.

It was moved by Sharp and seconded by Luey that Council approve direction to the Practice Advocacy Coordination Team (PACT) to engage in discussions with other industry partners with a goal of gauging interest in defining another symposium on the topic of Housing Affordability with an anticipated budget in the range of $70,000 over two years.

-- CARRIED (2 opposed (Abrahams, Green), 3 abstentions)

7369. Reference Material Reviewed: Memorandum from The Interns Forum (TIF) dated October 21, 2013 re. The Interns’ Forum (TIF) and attached background information. (APPENDIX ‘I’)

The Chair of TIF reported that Sections 4 and 5 in the report to bring a more integrated approach. The goal is for the group to sunset by the spring of 2014.

The report was noted for information.

7370. Reference Material Reviewed: Memorandum from Vice President Communications, Toon Dreessen dated October 25, 2013 re. Communications Committee Update and attached background information. (APPENDIX ‘J’)

The Vice President Communications reported that changes to the “Find an Architect” page on the Website have been finalized. The Committee will be discussing the Website and registration for ConEd at its next meeting.

The report was noted for information.

7371. Reference Material Reviewed: Memorandum from the Chair of the Sustainable Built Environment Committee, Susan Lewin dated October 30, 2013 re. Update from the Sustainable Built Environment Committee (SBEC) and attached background information. (APPENDIX ‘K’)

The SBEC Chair reported that for the 2030 District Toronto project, the OAA along with the Building Owners and Managers Association (BOMA) and Sustainable Buildings Canada have been exploring the development of a Memorandum of Understanding to proceed with the establishment of a 2030 district. Sponsorship and grant opportunities are being investigated as well. The goal is to eventually establish the advisory board for the 2030 District as a standalone organization.

It was noted by the SBEC Chair that funds are currently required and will be used for the incubation period for the startup, and salary for the hiring of an executive director.

A Council member enquired as to whether this will lead into an ongoing cost to the Association, adding that is there consideration to continuing funding the project should it be successful.

The SBEC Chair responded that there is no long term financial commitment at this point. There is the possibility for ongoing funding which will be confirmed depending on the progress of the project.

A member of Council indicated that there will eventually need to be funding from other sources in order for the project to be sustainable.

It was moved by Lewin and seconded by Kalmantis that Council approve the recommendation that the OAA sign on as one of the founding partners for the proposed Toronto 2030 District.

-- CARRIED (1 abstention)

It was moved by Lewin and seconded by Hastings that Council approve the recommendation that the OAA contribute $15,000 to match the $15,000 contribution from the Building Owners and Managers Association (BOMA) to build a coalition to establish the Toronto 2030 District.

-- CARRIED


The Vice President Regulatory reported.

A member of Council enquired as to whether statistics on the male/female ratio have been obtained.

Brown responded that the Association does not identify gender in its applications or database. A report is run periodically that sorts by title, i.e. Mr or Ms. Graduates from schools appear to be 50/50 but in the profession there remains an imbalance.

A member of Council enquired as to the reason that there are 1,600 Certificates of Practice reported whereas ProDem reported 1,200.

Brown responded that the statistic includes Certificate of Practices holders outside of Ontario.
It was noted by a member of Council that there are 3,407 members reported in the Budget, enquiring as to the estimated number moving into next year.

Brown responded that the estimate is 3,500 to take into account the end of the ConEd Cycle next year. The number may change.

The report was noted for information.

7373. Reference Material Reviewed: Memorandum from Vice President Practice, Paul Hastings dated October 29, 2013 re. Practice Committee Update and attached background information. (APPENDIX ‘M’)

The Vice President Practice reported under Engineers, Architects, and Building Officials (EABO) that the engineers have now agreed to the revised general review commitment forms and will be taking it forward to their Council for.

A member of Council enquired as to whether it is the intent that the chief building officials fill out a form.

The Vice President Practice responded that it is expected that the chief building officials will use the form as recommended by EABO.

It was noted by the Vice President Practice that the contractor will be required to sign off rather than the architect or engineer.

The report was noted for information.

7374. Reference Material Reviewed: Memorandum from Vice President Practice, Paul Hastings dated October 29, 2013 re. Construction Contract Administration Committee (CCAC) Update and attached background information. (APPENDIX ‘N’)

The Vice President Practice reported that CCAC in concert with Practice Committee are in the process of working together to gather tools to assist the membership.

The report was noted for information.

ITEMS FOR DISCUSSION

7375. There were no items for discussion.

ITEMS FOR INFORMATION


The report was noted for information.

7377. Reference Material Reviewed: Canadian Architectural Certification Board (CACB) Notice of Annual General Meeting and supporting background information. (APPENDIX ‘P’)

Doyle reported that the President will be attending the CACB AGM on behalf of the OAA at the Canadian Architectural Licensing Authorities (CALA) meeting on November 15 and will be designated to vote on behalf of the regulators.

The reports were noted for information.
7378. **Reference Material Reviewed:** Press Release from Hamilton and Burlington Society of Architects; email correspondence on the St. Clair Society of Architects. *(APPENDIX ‘Q’)*

The reports were noted for information.

7379. **Reference Material Reviewed:** Articles from Publications *(APPENDIX ‘R’)*

The articles were noted for information.

**OTHER BUSINESS**

7380. **Reference Material Reviewed:** E-mail correspondence re. M42579 – Her Majesty The Queen et al. vs. Grinham L. Alan et al. and attached supporting documentation *(APPENDIX ‘S’)*

The President reported that the legal action against a member under the *Occupational Health & Safety Act* has been finalized. The court declined to give the Crown leave to appeal, adding that the case options have been exhausted. The matter is now officially closed.

The report was noted for information.

**DATE OF NEXT MEETING**

7381. The next regular meeting of Council is Friday December 6, 2013 at 9:30 a.m. at the OAA Headquarters, Toronto, Ontario.

**ADJOURNMENT**

7382. It was moved by Dreessen and seconded by Kalmantis that the meeting be adjourned at 4:10 p.m.

-- CARRIED UNANIMOUSLY

______________________________________________ ____________________________
President Date
To: Council
Bill Birdsell Robert Abrahams
Jerry Chlebowski Toon Dreessen
James Farrow Brad Green
Paul Hastings Evangelo Kalmantis
Namita Kanishkan Susan Lewin
Brian Luey Wayne Medford
Elaine Mintz David C. Rich
Sheena Sharp Andre Sherman
Anthony Sproul John Stephenson

From: Evangelo Kalmantis, Vice President Statutory Activities

Date: November 7, 2013

Subject: Election of Life Members

Objective:
To elect individuals to Life Membership effective January 1, 2014

Background:
A Life Member is a person who has resigned his or her membership in the Association, who has thereafter held the status of Retired Member and who is elected as a Life Member by Council.

Action:
Council is requested to consider and approve the Election of the following individuals as Life Members:

Bal Raj Chadha Gene Kinoshita
Gordon W. Gilbert J. Silverberg
Takvor Hopyan Ted Teshima
Marjut Jarvi-Dunker Kenneth M. Viljoen
Anthony L. Kemp Andrew Zdanowicz
Memorandum

To: Council
   Bill Birdsell               Robert Abrahams
   Jerry Chlebowski           Toon Dreessen
   James Farrow               Brad Green
   Paul Hastings              Evangelo Kalmantis
   Namita Kanishkan           Susan Lewin
   Brian Luey                 Wayne Medford
   Elaine Mintz               David C. Rich
   Sheena Sharp               Andre Sherman
   Anthony Sproul             John Stephenson

From: Evangelo Kalmantis, Vice President Statutory Activities

Date: November 7, 2013

Subject: Recognition as Architects of Long Standing

Objective:
To inform Council of the individuals who are eligible for recognition as having been architects with the Ontario Association of Architects for at least fifty years.

Background:
1. Council Policy approved January 9, 1997:
   "Council shall recognize, on an annual basis, all individuals who have been members of the Ontario Association of Architects for at least fifty years by way of letter and presentation of a certificate at the Annual General Meeting."

2. The following architects have reached this milestone:
   W. Paul Hughes          Architect since August 21, 1963
   William P. Lett         Architect since January 24, 1963
   Paul G. Martel          Architect since June 28, 1963
   Victor Peter Pala       Architect since January 24, 1963
   Grant Robertson         Architect since May 10, 1963
   Sheldon D. Rosen        Architect since June 28, 1963

Action:
Council is requested to consider and approve the recognition of the following members as Architects of Long Standing:

W. Paul Hughes       Victor Peter Pala
William P. Lett      Grant Robertson
Paul G. Martel       Sheldon D. Rosen
Memorandum

To: Council
   Bill Birdsell    Robert Abrahams
   Jerry Chiebowski  Toon Dreessen
   James Farrow    Brad Green
   Paul Hastings   Evangelo Kalmantis
   Namita Kanishkan Susan Lewin
   Brian Luey      Wayne Medford
   Elaine Mintz    David C. Rich
   Sheena Sharp    Andre Sherman
   Anthony Sproul  John Stephenson

From: Budget Committee
   Brad Green, Sr. Vice President & Treasurer
   Evangelo Kalmantis, Councilor
   Susan Lewin, Councilor

Date: November 21, 2013

Subject: Building Reserve Policy

Objective: For Council to review and approve the draft Building Reserve Policy

Background:

Council, at the Strategic Planning Session in February, discussed the requirement for, and parameters around, a Building Reserve Policy.

The attached draft policy outlines the Purpose of the fund, Definitions and Goals, Accounting For and Funding of Reserve and Use of the Reserve.

The Budget Committee has reviewed the attached draft and is recommending approval.

Action:

For Council to review and approve the Building Reserve Policy.
Policy Name
Building Reserve

Issue Date
September 23, 2013

Purpose

The purpose of the Building Reserve for the Ontario Association of Architects (OAA) is to provide a source of internal funds for the building repair, renovation or improvement. The Policy sets parameters around the use of those funds as well as fund levels and decision making around the fund.

This fund is primarily established to fund major repairs such as roof replacement, major renovations or improvements to achieve energy efficiency and/or operational efficiencies. It is not meant to replace the established annual budget for every day repairs/maintenance of the building at 111 Moatfield Drive, Toronto, ON.

Definitions and Goals

The Building Reserve fund is intended to provide a ready source of funds for major repair or building/leasehold improvements necessary for the effective operation of the association or the sustainability of the building asset.

Accounting For and Funding of Reserve

The Building Reserve Fund will be recorded in the financial records as a Council designated Building Reserve Fund. The fund is held in cash or cash equivalent funds (investments). Reserves will be commingled with the general cash and investment accounts of the association.

The Building Reserve Fund will be funded by setting aside a specific amount of cash annually in the annual budget as recommended by the Budget Committee and approved by Council. The maximum and minimum amount to be set aside for the Building Reserve will be determined by Council based on current or future requirements.

The fund and the annual contributions will be reviewed annually to increase or decrease contributions as recommended by the Budget Committee and approved by Council dependent on the long term plans as established by Council.

Use of reserve

The Executive Director and staff will identify the need to access reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this Policy.

Use of Building Reserve, in accordance with this policy, is at the sole discretion of the Council.

The Executive Director is responsible for assuring that the Building Reserve funds are maintained and used only as described in this Policy. The Executive Director and Senior VP &
Treasurer will review the financial statements monthly to ensure that the appropriate funds are maintained in the Building Reserve.
Memorandum

To: Council

Bill Birdsell  Robert Abrahams
Jerry Chlebowski  Toon Dreessen
James Farrow  Brad Green
Paul Hastings  Evangelo Kalmantis
Namita Kanishkan  Susan Lewin
Brian Luey  Wayne Medford
Elaine Mintz  David C. Rich
Sheena Sharp  Andre Sherman
Anthony Sproul  John Stephenson

From: Continuing Education (ConEd) Committee

Committee members:
Toon Dreessen
Paul Hastings
Susan Spencer Lewin

Date: November 22, 2013

Subject: Report from the ConEd Committee

Objective:
To seek Council's approval of ConEd sessions that are recommended by the ConEd Committee for the OAA Conference 2014.

Background:
The last meeting of the ConEd Committee was held on November 12, 2013.
The Committee reviewed over 100 proposals and recommendations that were received in response to the OAA Conference 2014 Call for Proposals.
Refer to Appendix A for a list of ConEd sessions that are recommended for the upcoming OAA Conference.

Action:
To obtain Council approval of the continuing education session recommended for the OAA Conference 2014.
<table>
<thead>
<tr>
<th>Session</th>
<th>Speaker(s)</th>
<th>Length</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAA Public Spaces Standards</td>
<td>Bob Topping</td>
<td>3</td>
<td>entry</td>
</tr>
<tr>
<td>Architectural Programming</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Bioclimactic Design</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Best Practices for Performance: High Design &amp; Resilience</td>
<td>TBA</td>
<td>3</td>
<td>intermediate</td>
</tr>
<tr>
<td>Bringing the Past to Light</td>
<td>Bob Topping</td>
<td>1.5</td>
<td>all levels</td>
</tr>
<tr>
<td>Building Biology: Keys to Health and Resilience</td>
<td>TBA</td>
<td>1.5</td>
<td>all levels</td>
</tr>
<tr>
<td>Building Code History and Alternative Solutions</td>
<td>TBA</td>
<td>1.5</td>
<td>all levels</td>
</tr>
<tr>
<td>Building Envelope Commissioning</td>
<td>TBA</td>
<td>1.5</td>
<td>all levels</td>
</tr>
<tr>
<td>Contract Law</td>
<td>TBA</td>
<td>1.5</td>
<td>all levels</td>
</tr>
<tr>
<td>Curtain Wall Failures: Causes of &amp; Methods of Retrofit</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Dispute Resolution</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Design Fee Psychology</td>
<td>TBA</td>
<td>1.5</td>
<td>advanced</td>
</tr>
<tr>
<td>Durability Standards</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Freehand Sketching for Architects</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>From Conceptual BIM to All-Out BIM</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Heritage Adaptive Reuse: A Catalyst and Catalyst</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Heritage Specialists: Required and Desired</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Heritage Structures – Lessons from Claims</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>Infrastructure Ontario</td>
<td>TBA</td>
<td>1.5</td>
<td>intermediate</td>
</tr>
<tr>
<td>Integrating Curtain Wall Systems into Facades</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Making Great Digital Photos of Heritage Sites and Restorations</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Manipulating &amp; Harnessing the Microclimate</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Manitoba Hydro Place Lesson Learned</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Natural Ventilation</td>
<td>TBA</td>
<td>3</td>
<td>all levels</td>
</tr>
<tr>
<td>OBC 2012 Part 3</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>OBC 2012 Part 9</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Open Government</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Panel on Business of Architecture</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Preparing McGill University's Downtown Campus</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Pricing Design Services</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Protecting Heritage Elements during Demolition/Restoration</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Risk Assessment and Mitigation in a Heritage Context</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Social Media or Prospecting Using the Internet</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>The Architect, the Developer, the Planner: How to Create a New Downtown</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>The Potential of Heritage Buildings</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
<tr>
<td>Writing Effective Fee Proposals</td>
<td>TBA</td>
<td>3</td>
<td>advanced</td>
</tr>
</tbody>
</table>
Memorandum

To: Council
   Bill Birdsell                     Robert Abrahams
   Jerry Chlebowski                Toon Dreessen
   James Farrow                    Brad Green
   Paul Hastings                   Evangelo Kalmantis
   Namita Kanishkan                Susan Lewin
   Brian Luey                      Wayne Medford
   Elaine Mintz                    David C. Rich
   Sheena Sharp                    Andre Sherman
   Anthony Sproul                  John Stephenson

From: Conference Committee

Committee Members:
   Toon Dreessen
   Elaine Mintz
   Andre Sherman

Date: November 21, 2013

Subject: OAA Conference 2014

Objective:
To provide Council with the proposed Tour Roster for approval and update for Conference 2013.

Background:
OAA Conference 2014, Heritage, Architecture, Inspiration, will be taking place in Montréal Quebec, May 7 - 9, 2014.

Additional information:

Tours
A Call for Tours was launched this year seeking unique & informative tours that will engage and educate the audience. The goal of the Call for Tours is to solicit fresh ideas for tours in our host city in terms of new architectural projects, heritage projects, exciting attractions and/or excursion activities.

The Committee along with staff is pleased to provide the list of suggested tours, below, for Council review. Attached is more detail on the tours for reference.
**Architectural Tours**
Primary target audience: OAA Members
Target # of tours : 9

<table>
<thead>
<tr>
<th>#</th>
<th>Building/Location</th>
<th>Highlights</th>
<th>Awards/noted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Canadian Centre for Architecture</td>
<td>• CCA is an international research centre  • Extensive collections, exhibitions, programs &amp; research opportunities</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Expo 67</td>
<td>• Historical audio guide walking tour  • Starting Location: Ile Sainte Helene  • Pavilions (Olympic Stadium &quot;Big O&quot;, Habitat 67, Bio Dome)  • Works of art and engineering of Expo 67</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Hochelaga-Maisonneuve</td>
<td>• Historic architecture  • Contemporary interventions, public spaces  • Challenges: gentrification &amp; desire to remain unique</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Marguerite-Bourgeoys Museum Notre-Dame-de-Bon-Secours Chapel</td>
<td>• 300 year old chapel  • Historical site  • Learn about Marguerite-Bourgeoys &amp; early settlers who built Montreal</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Marie-Reine-du-Monde Cathedral (Mary, Queen of the World Cathedral)</td>
<td>• Inspired by St. Peter’s Basilica in Rome  • Gilded neo-baroque baldachin and historic paintings</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Montreal Modern</td>
<td>• Historical audio guide  • Urban planning and architectural trends in the 1960s</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Montreal Museum of Fine Arts + Claire and Marc Bourgie Pavilion of Quebec and Canadian Art</td>
<td>• Montreal Museum-Unique Encyclopedic collection, various artistic disciplines exhibited (ie: fine arts, film, fashion and design)  • Claire and Marc Bourgie Pavilion: New extension by Provencer &amp; Roy Associés (2011)</td>
<td>2013 OAA Award Winner</td>
</tr>
<tr>
<td>8.</td>
<td>Old Montreal featuring The Grand Tour Notre-Dame Basilica</td>
<td>• Various locations: historical landmarks, Catholic churches, and Montreal architecture  • Gothic Revival Basilica</td>
<td></td>
</tr>
</tbody>
</table>
9. St. Joseph’s Oratory of Mount Royal
- Over 100 years old
- Jewel of Montreal’s heritage
- Largest shrine in the world dedicated to St. Joseph

Recreational Tours
Primary target audience: Partners/Spouses (+ OAA members)
Target # of tours: 5

<table>
<thead>
<tr>
<th>#</th>
<th>Building/Location</th>
<th>Highlights</th>
<th>Awards/Noted</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Château Ramezay</td>
<td>Historical monument, Historic collection on the history of Montreal and Quebec, 18th century urban garden</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Cirque du Soleil</td>
<td>Backstage tour, Exclusive access to production areas</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Montreal Museum of Archaeology and History (Pointe-A-Calliere)</td>
<td>Historical and archaeological site of national importance, Only sizeable archaeological museum in Canada</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Old Port Cruise</td>
<td>Old Port and Lachine Canal, Marine life and historical heritage</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Parc du Mont-Royal</td>
<td>Spectacular views of the city, look at the history of Montreal</td>
<td></td>
</tr>
</tbody>
</table>

- **Continuing Education**
The Call for Proposals was launched on August 22 with a deadline for submission of October 28, 2012. The ConEd Committee has reviewed and shortlisted all submissions and for presentation of the roster for Council approval.

- **Opening Key Note Speaker**
The Committee has reviewed the list of potential speakers and staff is currently investigating availability of the short list.

- **Opening Reception**
The Opening Reception will be held on Wednesday evening following the AGM. Following the success of offsite venues, such as the Steam Whistle and House of Moments, the Committee has chosen Le Parquet for 2014. This is a grand, modern atrium overlooking the Ville Marie Expressway and is home to a number of businesses; the exposed structure, hardwood floors and lighting make this space magical. There is also an outdoor terrace (weather permitting). The venue is approximately 15 minutes by bus or be walked to/from the conference hotel.
Those interested in more info can visit the website [http://www.tourisme-montreal.org/What-To-Do/Attractions/centre-cdp-capital-the-parquet](http://www.tourisme-montreal.org/What-To-Do/Attractions/centre-cdp-capital-the-parquet)

- **Sponsorship**
  The Sponsorship prospectus was launched early September this year with the addition of a few new opportunities to continue to provide more flexibility for our long standing sponsors, attract new sponsors and to provide recognition of their support for the Conference. The sales campaign was launched in September this year. Sponsorship commitments received to date are $106,500 against a budget of $250,000.

- **Web Site**
  The Conference web page is being updated as information is available.

**Action:**

For Council to approve the Tour Roster as proposed by the Conference Committee.
2014 OAA Conference
Montreal, Quebec

Architectural Tours

1. **Canadian Centre for Architecture**
   Duration: TBD

   The Canadian Centre for Architecture (CCA) is an international research centre and museum founded by Phyllis Lambert in 1979 on the conviction that architecture is a public concern.

   Based on its extensive Collection, exhibitions, programs, and research opportunities, the CCA is a leading voice in advancing knowledge, promoting public understanding, and widening thought and debate on architecture, its history, theory, practice, and role in society today.

   **Time:** Wednesday to Sunday, 11 am to 6 pm, Thursday, 11 am to 9 pm.
   **Cost:** $10, free admission for all on Thursday after 5:30 pm

2. **Expo 67**
   Duration: 2 hours

   Starting point: Entrance hall of the Jean-Drapeau metro station (yellow line), on île Sainte-Hélène.
   End point: In front of the Jean-Drapeau metro station
   The Société du parc Jean-Drapeau made an inventory of all the public art works found on île Sainte-Hélène et île Notre-Dame islands. The list can be consulted on the parc Jean-Drapeau website

   More than just an audioguide, these sound walks guide you throughout cities, revealing their architecture and their history in a lively and poetic manner.

   What made Expo 67 so special? Why was the event such an important laboratory of architectural and urban design? Why did it require the equivalent of a real war-time effort? What were the conflicting ambitions and visions that brought about this event?

   Personal accounts from renowned architects and artists (Jean Dumontier, Moshe Safdie, Buckminster Fuller, Yves Trudeau), radio host (Jacques Languirand), historians, and many others that participated in the event (Yves Jasmin) offer a fresh look at the site and its remnants (pavilions, works of art and engineering) answering all these questions and more. Their testimonials inspire new visions and help us to think forward. Interviews and music combine to create a new and lively portrait of the 1967 fair that was an international showcase for the greatest designs of the time.

   **Time:** Own guided tour (Travel consideration- logistics)
   **Physical Challenges:** Walking wear comfortable shoes and bring water
   **Costs:** Free (audio offered in English and map/app are available online).
3. **Hochelaga-Maisonneuve**  
Duration: 2 hours

The tour presents HoMA in a “Revival” period of its once prosperous past by showcasing its current assets (opulent architecture, prestigious streetscape, proximity to the downtown core and to public transportation) contrasted by its challenges (gentrification, limited funds in the district, desire to remain unique etc). Understanding the traces of its architectural past, where it raised itself to the status of a city, and seeing the exciting projects currently happening in the community, Hochelaga-Maisonneuve is today re-experiencing this wind of prosperity. Our current time challenges this neighbourhood to continuously evolve and benefit from its assets, but such opportunities come with a cost.

This tour highlights the principal and must-see buildings and sites of the neighbourhood with a focus on their challenges today. In addition to historic architecture, contemporary interventions, from the scale of a narrow laneway to a large building, show how public space is reclaimed by its community by proving that simple solutions can make successful and pleasant spaces. Such interventions are means to create a new heritage for the future.

**Time:** No restrictions on the day or time of day. Very flexible.  
**Physical challenges:** Lots of walking but the site is flat.

**Minimum:**

**Maximum:** Private shuttle bus up to 21 people. Public transportation, up to 10 -15 people.

**Cost:** No cost associated with the tour only transportation costs.

4. **Marguerite-Bourgeoys Museum**  
**Notre-Dame-de-Bon-Secours Chapel**  
Duration: 1.5 hours

This 300-year-old chapel and the very captivating history museum connected to it will amaze you. In the company of a guide, you will learn about the truly exceptional life of a woman of action, Marguerite Bourgeoys, and about the early settlers who built Montreal. Visiting our many exhibition rooms will lead you from the stone crypt to the very top of the tower where a spectacular view of Old Montreal and the Old Port awaits you.

**Complimentary activity**  
Visit of the archeological site  
Duration: 30 minutes

Visit the archaeological site located under the chapel and discover a place few visitors have the chance to see! Accompanied by a guide, you will travel through 2400 years of a fascinating history, beginning with the occupation of the site by the Native Peoples and continuing through the period of the devastating 18th-century fire to the present time. One free entrance per group of 20 persons.

- A lunch area is available at the rate of $1 per person.
- Rates include all taxes.
- Reservations are obligatory.
- A single payment per group.

**Time:** TBD  
**Physical Challenges:** Walking and standing  
**Costs:** $8 per person, Visit and complementary visit $9.50

5. **Marie-Reine-du-Monde Cathedral (Mary, Queen of the World Cathedral)**  
   **Duration:** TBD

   Inspired by St. Peter's Basilica in Rome, this Catholic cathedral was built at the end of the 19th century in the heart of what was then the city's Anglo-Protestant sector. Inside, a superb gilded neo-baroque baldachin overlooks the altar. In the transept, paintings by Georges Delbosse illustrate the historic beginnings of Montréal.

   **Time:** Mon – Fri: 7 am – 6:15 pm; Sat – Sun: 7:30 am – 6:15 pm  
   **Costs:** TBD

6. **Montreal Modern**  
   **Duration:** 2 hours

   **Starting point:** Behind the Centre d'histoire de Montréal, east side of place d’Youville  
   **End point:** Place Jean-Paul-Riopelle

   Why was Montreal a railway hub and how did it become the metropolis of Canada at the beginning of the 20th century? What urban planning and architectural trends did Montreal spearhead in the 1960s? What were the conflicting ambitions and visions that brought about the development of Montreal in the 20th century? Starting in Montreal’s Old Port and ending on the edge of the modern downtown core, this walking tour answers all these questions and more.

   Guided by the voice and music of composer Antoine Bédard, you will experience a whole chapter in 20th century history and architecture as you walk along the streets of the city. In addition, you will hear accounts from some of the creators of the works visited – distinguished artists and architects, as well as historians, urban planners, journalists and politicians. Their testimonials will open your eyes and mind to the often unappreciated modernity of the surrounding landscape. A custom-made musical score and soundtrack will transport you as it subtly evokes the materials, forms, and eras of this district.

   Offer yourself two hours of walking, discovery and relaxation: you'll never see the city the same way again.

   **Time:** Own guided tour  
   **Physical Challenges:** Walking wear comfortable shoes and bring water  
   **Cost:** Free (audio offered in English and map/app are available online).

7. **Montreal Museum of Fine Arts + Claire and Marc Bourgie Pavilion of Quebec and Canadian Art**  
   **Duration:** TBD
The Montreal Museum of Fine Arts has one of the highest attendance rates among Canadian museums. Every year, close to 770,000 people visit its unique encyclopedic collection (free of charge) and its original temporary exhibitions, which combine artistic disciplines (fine arts, music, film, fashion, design) and feature innovative exhibition designs. It conceives, produces and circulates many of its exhibitions across Europe and North America.

It is also one of Canada's leading publishers of art books in English and French, which are distributed worldwide. Over 100,000 families and school children take part in its educational, cultural and community-oriented programmes each year. The fall of 2011 saw the opening of a fourth pavilion at the Museum – the Claire and Marc Bourgie Pavilion of Quebec and Canadian Art – and a 444-seat concert venue – Bourgie Hall – housing an outstanding collection of Tiffany stained glass windows. This expansion also brought about the reinstallation of the Museum's rich holdings in its other three pavilions, which house the world cultures, international art, Medieval to contemporary European art, and decorative art and design collections. Music is now an integral part of the Museum, providing another perspective on the visual arts, through musical audio guides and other innovative activities. A fifth pavilion devoted to the Old Masters will open its doors by 2017.

The Claire and Marc Bourgie Pavilion of Quebec and Canadian Art by architects Provencer & Roy Associés Pavilion which opened in October 2011 provides new space for the Montreal Museum of Fine Arts with a striking glass and marble building that creates a “counterpoint” to the existing Erskine and American Church heritage church, engages with the site and establishes a visual connection with Mount Royal.

“The project was complex because it entailed designing a building capable of featuring the Quebec and Canadian art collections while establishing a dialogue with the church, with the museum’s other pavilions, and with the city,” explained Claude Provencher, founding partner of Provencher Roy + Associés Architectes.

From every level, glazed openings offer a view of the surroundings. At the building’s foot, the museum's sculpture garden borders the volume. To complete the integration of pavilion with its surroundings, the architects linked it to the museum's other pavilions. The basement entrance is connected to the museum's underground network through a corridor connecting to the Jean-Noël Desmarais Pavilion. The project has received numerous awards including: 2010 Canadian Architect Awards of Merit, the Grand Prix du design 2011, and the Prix d’excellence 2011 from the Institut de développement urbain, 2012 Award for Architectural Integration of Montreal Architectural Heritage Campains and a 2013 OAA Design Excellence Award.

**Time:** Tuesday – Friday: 11 am – 5 pm; Saturday & Sunday: 10 am – 5 pm

**Cost:** Groups $16/ person; Additional charge of $2.50 if the group will take the option of a guided tour

**Min:** 20
8. **Old Montreal + The Grand Tour Notre-Dame Basilica**  
**Hosted:** Free Montreal Tours  
**Duration:** 2 hours

- The Place Jacques Cartier (meet at the West side of City Hall, at the fountain)
- Chateau Ramezay’s unique garden and how Montreal became an American city for a short while
- Notre-Dame de Bonsecours Chapel, also known as the “Sailor’s church”
- An overview of the Old Port and its recent transformation
- The Place d’Armes with its many historical landmarks
- Canada’s former Wall Street Rue Saint-Jacques West
- The Quartier International, a true symbol of Montreal’s modern Architecture
- An introduction to the Montreal Underground
- And many unbelievable (but true!) stories along the way!
- The group tour is customizable for 8 or more

**Time:** Anytime  
**Transportation:** Walking  
**Physical challenges:** All areas to be toured are accessible. Some steps and ramps exist in adjacent areas.  
**Min/Max:** 8 +  
**Costs:** Free for 8 or less; 8 or more $185 + taxes & booking fees; $6 per person if add 15 minute visit to Notre-Dame Basilica

**The Grand Tour Notre-Dame Basilica**  
**Duration:** 60 minutes

Dedicated to Our Lady the Blessed Virgin – “Notre Dame” – the small original chapel was operated at first by the Jesuits. Then came the Sulpician Fathers, who in 1657 undertook construction of a larger church. The Sulpician François Dollier de Casson was its architect, and the present-day Notre-Dame Street served as the original site. Its construction, in Baroque style was completed between 1672 and 1683.

By 1800, Dollier’s church had become too small, and the Fabrique decided to build the church we know today. To design the new church, the building council engaged the services of the New York architect James O’Donnell – himself an Irish Protestant by origin. O’Donnell and the Fabrique opted for the Gothic Revival style then in vogue in England and the United States. The main construction work took place between 1824 and 1829.

O’Donnell did not live to see his work completed. He died in Montreal in 1830. Just prior to his death, he had converted to Catholicism, and was buried in the new church’s crypt, where his grave is marked by a plaque.

Join a 60 minute guided tour that will take you in very private areas of the Basilica as the sacristy, the galleries or the baptistery.  

**Time:** Mon – Fri: 9 am– 4 pm * Two tours of the Basilica normally take place every hour, on the hour and half hour.
Transportation/Physical challenges: Participants will be walking and standing for the duration of the tour.
Costs: $5

9. St. Joseph's Oratory of Mount Royal
Duration: 1 – 1.5 hours

Daily guided tours of Saint Joseph’s Oratory allow visitors to learn about the shrine and the history of its founder. Proceed around the site from the carillon to the basilica, through the Votive Chapel, the Tomb of Saint Brother André, the Crypt Church, the Concourse, the display on Brother André and the original Chapel. More than 100 years of history, culture and developments at the largest shrine in the world dedicated to Saint Joseph, a jewel of Montreal’s heritage.

Time: At set times from July to August. Registration required at all other times. Reservations required for all groups.
Transportation: Walking tour
Physical challenges: Walking and standing
Special Requirements: none
Max: 35
Costs: 16-35 people: $5 per person, 15 people or less: $75 per group

Recreational Tours

10. Château Ramezay
Duration: 90 minutes

The Château Ramezay has been presenting historical exhibitions and organizing cultural, scientific and museological activities for more than 115 years. Its mission is to preserve, highlight and provide access to a building, which is classified as an historical monument, and a collection mainly focused on the history of Montréal and Québec. To do so, it implements educational activities and hosts events closely connected with Montréal’s cultural life.

From 1997-2010, through a Montréal cultural development agreement between the City of Montréal and the Québec Ministry of Culture and Communications, the Château underwent an extensive interior and exterior restoration. In June 2000, its landscaping was redeveloped in order to create the Governor’s Garden. This garden is a typical example of an 18th century urban garden in New France and is a rare vestige from a bygone era. In addition to its garden, the Château Ramezay presents its collections through a variety of permanent and temporary exhibitions, which reveal the culture, heritage and daily life of Québec’s inhabitants over the centuries.

Time: Tuesday – Sunday: 10 am – 4:30 pm
Cost: $9
Min: 10 people

11. Cirque du Soleil
Duration: 90 minutes before show time
Have you ever wondered what goes on backstage at a Cirque du Soleil show? Have you ever wanted to experience the thrill of being part of a creative production unlike any other? Here’s your chance! Behind The Scenes offers you a rare opportunity to immerse yourself in the secret world behind Cirque du Soleil shows.

Along with a maximum of 20 guests, you will get an intimate view from a whole new perspective as this package grants you exclusive access before and after the show to production areas normally restricted to the general public. This private excursion also includes:

- Guided tour by a crew member, including a Q&A session
- Backstage visit for insights into life on tour
- Meet and greet with artists after the show
- Access to the best seats
- Access to the VIP ROUGE area for food and drinks
- Exclusive lanyard and show souvenir program
- Private visits available for groups

Don’t miss your chance to get an insider’s look at our fascinating universe and follow in the footsteps of artists and staff members who bring our creativity to the stage every day.

**OPTION 1: BEHIND THE SCENES**
Our exclusive Behind the Scenes package grants you and a maximum of 20 guests a special access before and after the show to production areas normally restricted to the general public. This package includes access to the VIP ROUGE area for a cocktail reception before the show and during intermission.

**OPTION 2: EXCLUSIVE BEHIND THE SCENES EXPERIENCE**
Access a private Behind the Scenes tour for you and your guests only, and enjoy a section all to yourselves within the VIP ROUGE area for a cocktail reception. This option is designed for 12-20 guests, and is customizable to suit the personal needs of your party.

- Option 1 Get up to 15$ off per ticket on groups of 12-19 people.
- Option 2 Get up to 20$ off per ticket on groups of 20-49 people.
- Option 3 Get up to 25$ off per ticket on groups of 50 or more people

**Cost:** $25 - $155

**Location:** Quays of the Old Port of Montreal

**Time:**
- Wednesday May 7: 8 pm
- Thursday May 8: 8 pm
- Friday May 9: 8 pm
- Saturday May 10: 4:30 pm, 8 pm

Duration: 60 minutes

On May 17, 1642, on a point of land at the confluence of the St. Lawrence and another, smaller river, Father Vimont held a mass celebrating the founding of Montréal, attended by Sieur de Maisonneuve, Jeanne Mance and their companions. On May 17, 1992, on
the very same site, Pointe-à-Callière, the Montréal Museum of Archaeology and History, opened its doors.

Until the Museum opened, only historians knew about the "Pointe à Callière," so named because it was here that Chevalier Louis Hector de Callière, third governor of Montréal, had a home built in 1688. Today, the point has actually become part of the shoreline of the Island of Montréal, but its name lives on and is better known than ever, thanks to the Museum.

The Museum was founded as part of celebrations to mark Montréal's 350th birthday, and owes its existence largely to the significant archaeological discoveries made on the site during the 1980s. In fact, the Museum and its site are inextricably linked. Rising above evidence of more than 1,000 years of human activity, it houses remarkable architectural remains, displayed in situ with absolute respect for their integrity. Pointe-à-Callière is the only sizeable archaeology museum in Canada. The hundreds of artifacts it houses are grouped into six main sections: the Éperon, a modern building that has won many architectural awards; the archaeological crypt on the lower level; the renovated Ancienne-Douane building (Montréal’s first Custom House), the Youville Pumping Station, the Archaeological Field School and the Mariners’ House. The museum of a site, a history and a city, Pointe-à-Callière delves into the past to foster a debate on urban issues both local and global, and to encourage visitors to reflect on the future.

**Cost:** $20  
**Time:** Tuesday – Friday: 10 am – 5 pm  
Saturday and Sunday: 11 am – 5 pm

**13. Old Port Cruise**  
Duration: 45 minutes

An intimate, silent and non-polluting boat.

Check out this environmentally-friendly ride! Come aboard one of these electricity-powered boats and enjoy a charming excursion along the Old Port and Lachine Canal. Along the water, discover the Old Port’s marine life and historical heritage, as well as the simple pleasure of navigating the river on a beautiful summer day.

See Montreal through a totally new perspective! Explore new places and take advantage of our personalized services in a festive and authentic atmosphere.

**Time:** Monday to Thursday: 11 am, 12 pm, 1 pm, 2 pm, 3 pm, 4 pm  
Friday, Saturday and Sunday: 11 am, 12 pm, 1 pm, 2 pm, 3 pm, 4 pm, 5 pm, 6 pm, 7 pm

**Meeting Place:** Old Port  
**Cost:** $18.70

**14. Parc du Mont-Royal**  
Duration: 2 hours (3.5 km)

"The Mount Royal summit" - Guided walk
This loop winds through the forest to reach Mount Royal's summit to discover its flora and fauna. Spectacular views allows a unique look on the city and its history.

**Cost:** $12/ person; $180 minimum for a group
*Reduced fees may be applicable for associations, as well as groups at the college and university levels, continuing education and French-language immersion.

**Time:** TBD (Travel considerations)

**Location:** TBD
Memorandum

To: Council
Bill Birdsell, OAA President
Robert Abrahams
Jerry Chlebowski, Toon Dreessen
James Farrow, Brad Green
Paul Hastings, Evangelo Kalmantis
Namita Kanishkan, Susan Lewin
Brian Luey, Wayne Medford
Elaine Mintz, David C. Rich
Sheena Sharp, Andre Sherman
Anthony Sproule, John Stephenson

From: Bill Birdsell, OAA President

Date: November 25, 2013

Subject: 125th Anniversary OAA Retrospective Exhibit

Objective:

To provide details on an opportunity for the OAA to participate in a special exhibit featuring a 125th Anniversary OAA Retrospective exhibit of the OAA Design Excellence Award winners (1989-2014).

Background

OAA Perspectives Editor, Gordon Grice and Esther Shipman, curator at the Design at Riverside Gallery in Waterloo corresponded in 2012 and discussed the opportunity of organizing a special exhibit in June 2014. The exhibit would feature the OAA Awards winners from the last 25 years and coincide with the 125th Anniversary Book publication.

In summer 2013, Esther confirmed that the gallery has committed itself to creating, curating and hosting the exhibit. They would also provide installation staff, host an opening reception, write a press release, provide invitation and in-gallery signage, plus promote the exhibition on AKIMBO (Canada’s online source for visual information), to local media, gallery members, the GVSA and the Waterloo architecture community. The Editor and members of the OAA Perspectives Committee have also confirmed their interest in helping with the project.

The Gallery would be looking to the OAA to officially acknowledge the exhibition, include it in any publicity and promotion planned for the 125th Anniversary, produce digital images of the projects to be featured in the exhibit and consider funding $6000 to pay for the printing and mounting of the boards which would become the property of the OAA after the closure of the exhibit.

This opportunity accomplishes several OAA objectives:

1. Aligns with the Public Awareness Campaign – Promotes the OAA in the public realm: press releases, video, magazine and newspaper articles
2. Raises Architectures Public Profile – Promotes the 125th Anniversary book – signings, readings (Books will be available for sale at the exhibit)


Exhibit Details:

There are 2,000 sq. ft. and 200 linear feet of display surface. The OAA will be looking at displaying at least 1-2 panels/projects for each of 25 years of Design Excellence winners and to produce digital images of the projects to be featured. The Design at Riverside Gallery will be responsible for printing and mounting the boards. (NOTE: There is also space for 3D displays, such as models, awards trophies, etc.)

Budget and Staffing Implications:

The estimated costs for printing and mounting the exhibit of approximately 25-30 panels = $6,000.

40-90 hours of OAA staff administration time would also be required to complete the following duties required to complete and promote the exhibit:

1. Locate and coordinate as many OAA Design Awards images or panels from 1989 onward.
2. Research – Architectural credits and photography.
3. Organize the information in a report to be provided to the gallery.
4. Create, promote and distribute communication materials on the OAA Website, e-bulletin & Twitter.

Action:

For Council to determine if they would like to move forward with supporting the proposed 125th Anniversary OAA Retrospective exhibit at the Design at Riverside Gallery in Waterloo.
Memorandum

To: Council
   Bill Birdsell   Robert Abrahams
   Gerry Chlebowski  Toon Dreessen
   James Farrow     Brad Green
   Paul Hastings    Evangelo Kalmantis
   Namita Kanishkan Susan Spencer Lewin
   Brian Luey       Wayne Medford
   Elaine Mintz     David C. Rich
   Sheena Sharp     Andre Sherman
   Anthony Sproul   John Stephenson

From: Paul Hastings, Vice President Practice

Practice Committee Members
   Paul Hastings, Chair   Susan Spencer Lewin, Council Liaison
   Mazen Alkhaddam       Keith Benjamin
   Peggy Chiu            Grant Diemert
   Gerry Conway          Christopher Fillingham
   Ashraf O.A. Hendy     Domenic Meffe
   Gerry Morris          Graham Murfitt

Date: November 22, 2013

Subject: OAA Review of CCDC 2 Master Agreement (Consultation Draft, June 4, 2013)

Objective:
   Council to consider approval in principle of the CCDC 2 Master Agreement (Consultation Draft, June 4, 2013)

Background:
   The Canadian Construction Documents Committee (CCDC) had requested Architecture Canada/RAIC and other constituent organizations to comment on the new CCDC 2 Master Agreement, Consultation Draft (June 4, 2013). The OAA Practice Committee (PC) was requested to review the draft and provide comments at their meeting of November 19, 2013.

   As background information, it was stated that the CCDC 2 Master Agreement is simply for use of CCDC 2 in a purchase order type scenario where a client often has many separate contracts with the same contractor. The owners can issue the brief Master Agreement and not a complete new CCDC 2 for each new parcel of work. The CCDC 2 terms and conditions remain the same.

   Upon discussion, the PC did not identify any amendments and supported the consultation draft as written, recommending that it be advanced to Council for their review/consideration/approval.

Action:
   1. Council is asked to consider approval of the CCDC 2 Master Agreement (Consultation Draft, June 4, 2013) as recommended by the Practice Committee. Upon approval, Architecture Canada/RAIC would be notified of the OAA’s direction.

Attach.
MEMORANDUM

To: Consultation Draft Reviewers
Re: CCDC 2 MA - Master Agreement (Draft June 4, 2013)

The following explanatory information is provided for the benefit of reviewers of the accompanying Consultation Draft of this proposed new CCDC form of contract.

Approach to Development of CCDC 2 - MA

- Owners with an on-going capital construction or maintenance program, particularly private sector Owners, have a need for a type of contracting arrangement that provides for multiple projects to be performed over a period of time by a single Contractor (or a limited number of pre-qualified Contractors) under the terms of a single pre-determined contract.
- Several different names for this type of contracting arrangement were considered (e.g. Term Agreement, Master Construction Agreement, Master Agreement between Owner and Contractor, Master Service Agreement, and Master Agreement). The name “Master Agreement” (MA) is proposed.
- The new stand-alone Master Agreement is based to a large extent on CCDC 2 – 2008. A stipulated price basis of payment is assumed in all cases. Terms and conditions of CCDC 2 - 2008 have been left untouched to the extent possible, except where required to meet the intent of the Master Agreement contracting arrangement. (The accompanying comparison version highlights the differences between CCDC 2 and CCDC 2 MA).
- Existing industry standard documents are referred to where applicable.
- The Master Agreement is activated by means of an “engagement mechanism” (project initiation) called a Work Authorization (similar to a purchase order).
- While the CCDC copyright applies to both the Master Agreement and the Work Authorization form, copyright seals are required on each Work Authorization only (when signed).

Intent of the Master Agreement

- The Master Agreement between Owner and Contractor is applicable for a defined period of time (e.g. a one, two, or three year timeframe with provision for extension) and is intended to establish contractual terms and conditions (excluding scope, time and cost) for multiple projects during that time period.
- The Master Agreement by itself creates no contractual rights or obligations for the performance of any work. Individual Work Authorizations establish scope, time and cost for each project.
- Provides a tool for Owners and Contractors to enter into project-specific agreements quickly and easily, without having to review and re-negotiate general terms and conditions for each project, as is otherwise required for individual projects and stipulated price contracts based on CCDC 2.
- Can be used as a tool in the development of a qualified vendor list.
Projects and Work are initiated only by the issuance, and signing by the parties, of a Work Authorization form, which incorporates by reference the Master Agreement containing the already agreed-upon terms and conditions of the contractual relationship.

Once the Master Agreement is signed and in place, the Contractor is engaged when the Owner:
- issues a Request for Quote or Bid Documents to the Contractor for the Work to be performed,
- receives and evaluates Contractor quotes or bids, and
- issues a Work Authorization that is signed by the Contractor.

Each Work Authorization:
- provides the project specific requirements (location, scope, project specific Drawings, Specifications and other Contract Documents),
- establishes the agreed Contract Price and Contract Time,
- identifies the Consultant (which may vary for different projects and Work Authorizations)
- becomes a stand-alone contract when signed by the parties, and
- is copyright validated through application of a CCDC copyright seal.

WORK AUTHORIZATION REFERENCE # ________________

This Work Authorization is given pursuant to the CCDC 2 MA – 2013 Master Agreement Between Owner And Contractor for use with stipulated price Work Authorizations (the “Master Agreement”), by and between the parties

the "Owner"

and

the “Contractor”

The Master Agreement is hereby incorporated by reference and made part of this Work Authorization.

The Contractor shall:

1.1 perform the Work required by the Contract Documents for _____________________________________________________

insert above the name of the Work

located at _____________________________________________________

insert above the Place of the Work

for which this Work Authorization has been signed by the parties, and for which

name of Consultant

address

facsimile number  email address

is acting as and is hereinafter called the "Consultant"

1.2 commence the Work by the _______________ day of ________________________ in the year ________ and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the _______________ day of ________________________ in the year ________.  

Note: This Work Authorization form and CCDC 2 MA are protected by copyright. Use of this Work Authorization form, or any other form referencing CCDC 2 MA, without a CCDC copyright seal constitutes an infringement of copyright. Only sign a Work Authorization if it bears a CCDC copyright seal to demonstrate that the parties intend that an unamended version of CCDC 2 MA shall govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
Note: This Work Authorization form and CCDC 2 MA are protected by copyright. Use of this Work Authorization form, or any other form referencing CCDC 2 MA, without a CCDC copyright seal constitutes an infringement of copyright. Only sign a Work Authorization if it bears a CCDC copyright seal to demonstrate that the parties intend that an unamended version of CCDC 2 MA shall govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
2.0 The following documents form part of the Contract Documents referred to in Article A-3 of the Agreement:

(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

3.0 Contract Price

3.1 The Contract Price, which excludes Value Added Taxes, is:

_________________________________________________ /100 dollars $ ________________

3.2 Value Added Taxes (of ________ %) payable by the Owner to the Contractor are:

_________________________________________________ /100 dollars $ ________________

3.3 Total amount payable by the Owner to the Contractor for the construction of the Work is:

_________________________________________________ /100 dollars $ ________________
In witness whereof the parties hereto have executed this Work Authorization, in accordance with the terms and conditions of the Agreement, by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

______________________________________________
name of owner

signature

______________________________________________
name of person signing

signature

______________________________________________
name of person signing

WITNESS

CONTRACTOR

______________________________________________
name of contractor

signature

______________________________________________
name of person signing

signature

______________________________________________
name of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.


Note: This Work Authorization form and CCDC 2 MA are protected by copyright. Use of this Work Authorization form, or any other form referencing CCDC 2 MA, without a CCDC copyright seal constitutes an infringement of copyright. Only sign a Work Authorization if it bears a CCDC copyright seal to demonstrate that the parties intend that an unamended version of CCDC 2 MA shall govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
CCDC 2 MA

MASTER AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use with stipulated price Work Authorizations

May 16, 2013
Consultation Draft

(Comparision Version – Highlighting the Differences Between CCDC 2 and CCDC 2 MA)

2013
TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR
A-1 The Work
A-2 Agreements and Amendments
A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
1. Change Directive
2. Change Order
3. Construction Equipment
4. Consultant
5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
9. Contractor
10. Drawings
11. Notice in Writing
12. Owner
13. Place of the Work
14. Product
15. Project
16. Provide
17. Shop Drawings
18. Specifications
19. Subcontractor
20. Substantial Performance of the Work
21. Supplemental Instruction
22. Supplier
23. Temporary Work
24. Value Added Taxes
25. Work
26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Document Review
GC 3.5 Construction Schedule
GC 3.6 Supervision
GC 3.7 Subcontractors and Suppliers
GC 3.8 Labour and Products
GC 3.9 Documents at the Site
GC 3.10 Shop Drawings
GC 3.11 Use of the Work
GC 3.12 Cutting and Remedial Work
GC 3.13 Cleanup

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Progress Payment
GC 5.3 Progress Payment
GC 5.4 Substantial Performance of the Work
GC 5.5 Payment of Holdback upon Substantial Performance of the Work
GC 5.6 Progressive Release of Holdback
GC 5.7 Final Payment
GC 5.8 Withholding of Payment
GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner’s Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner’s Right to Perform the Work, Terminate the Contractor’s Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor’s Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers’ Compensation

PART 11 INSURANCE AND CONTRACT SECURITY
GC 11.1 Insurance
GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY
GC 12.1 Indemnification
GC 12.2 Waiver of Claims
GC 12.3 Warranty

CCDC 2-2013 MA is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2-2013 MA can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2-2013 MA.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the __________ day of __________________ in the year ________

by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The term of this Agreement shall commence on __________ day of __________________ in the year ________ and

end on __________ day of __________________ in the year ________ unless otherwise terminated in accordance with

the Contract.

By entering into this agreement, the Contractor acknowledges and agrees that it has no expectation of work or payments beyond that which may be specifically described in a properly executed Work Authorization.

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

1.1 Work to be performed from time to time shall be set out in a Work Authorization in the form attached hereto and incorporated herein by reference.

The Contractor shall:

1.2 perform the Work required by the set out in a Work Authorization, in accordance with the terms and conditions of the Contract Documents for __________

located at __________

The __________ purpose of providing construction services for:

________________________________________

________________________________________

(generally describe the Work

for which the Agreement has been signed by the parties, and for which

is acting as and is hereinafter called the "Consultant" and

1.3 do and fulfill everything indicated by the Contract Documents, and
ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the Contract Documents referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between Owner and Contractor
- Definitions
- The General Conditions of the Stipulated Price

* Work Authorization in the form appended hereto
* Additional documents referenced in the signed Work Authorization

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date, reference documents)
ARTICLE A-4 CONTRACT PRICE

4.1 The **Contract Price**, which excludes **Value Added Taxes**, is:

\[
\text{____________________________________________________________________________________ $ ___________________} /100 \text{dollars}
\]

4.2 **Value Added Taxes** (of __________ %) payable by the **Owner** to **will pay** the **Contractor** are:

\[
\text{____________________________________________________________________________________ $ ___________________} /100 \text{dollars}
\]

4.3 Total amount payable by the **Owner** in accordance with the **Contract Price** in accordance with the **Owner** to **terms set forth in the Contractor for the construction of the applicable Work is Authorization and the Contract**.

\[
\text{____________________________________________________________________________________ $ ___________________} /100 \text{dollars}
\]

4.4 These amounts shall be subject to adjustments as provided in the **Contract Documents**.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the **Contract Documents**, and in accordance with legislation and statutory regulations respecting holdback percentages, and where such legislation or regulations do not exist or apply, subject to a holdback of __________ percent (%), the **Owner shall**:

1. make progress payments to the **Contractor** on account of the **Contract Price** when due in the amount certified by the **Consultant** together with such **Value Added Taxes** as may be applicable to such payments, and
2. upon **Substantial Performance of the Work**, pay to the **Contractor** the unpaid balance of the holdback amount when due together with such **Value Added Taxes** as may be applicable to such payment, and
3. upon the issuance of the final certificate for payment, pay to the **Contractor** the unpaid balance of the **Contract Price** when due together with such **Value Added Taxes** as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the **Contractor** in accordance with the provisions of GC 11.1 — INSURANCE.

5.3 Interest

1. Should either party fail to make payments as they become due under the terms of the **Contract** or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

   - 2% per annum above the prime rate for the first 60 days.
   - 4% per annum above the prime rate after the first 60 days.

   Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by **(Insert name of chartered lending institution whose prime rate is to be used)** for prime business loans as it may change from time to time.

2. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the **Contract**, had it not been in dispute, until the date it is paid.
ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 Notices in Writing will be addressed to the recipient at the address set out below. The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A Notice in Writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a Working Day, then the Notice in Writing shall be deemed to have been received on the Working Day next following such day. A Notice in Writing sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day next following the transmission thereof. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

Owner

name of Owner*

address

facsimile number email address

Contractor

name of Contractor*

address

facsimile number email address

Consultant As named in the authorized Work Authorization

name of Consultant*

address

facsimile number email address

* If it is intended that the notice must be received by a specific individual, that individual’s name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the Contract Documents are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French language shall prevail.

# Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.
ARTICLE A-8 SUCCESSION

8.1 The Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED in the presence of:

WITNESS

__________________________  _____________________________
name of owner

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

WITNESS

__________________________  _____________________________
name of Contractor

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

__________________________  _____________________________
signature

__________________________  _____________________________
name of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or

(b) the affixing of a corporate seal, this Agreement should be properly sealed.
DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. Change Directive
   A Change Directive is a written instruction prepared by the Consultant and signed by the Owner directing the Contractor to proceed with a change in the Work within the general scope of the Contract Documents Work Authorization prior to the Owner and the Contractor agreeing upon adjustments in the Contract Price and the Contract Time.

2. Change Order
   A Change Order is a written amendment to the Contract Work Authorization prepared by the Consultant and signed by the Owner and the Contractor stating their agreement upon:
   - a change in the Work;
   - the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
   - the extent of the adjustment in the Contract Time, if any.

3. Construction Equipment
   Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.

4. Consultant
   The Consultant is the person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practise in the province or territory of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative.

5. Contract
   The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

6. Contract Documents
   The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price
   The Contract Price is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE the Work Authorization.

8. Contract Time
   The Contract Time is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK the Work Authorization from commencement of the Work to Substantial Performance of the Work.

9. Contractor
   The Contractor is the person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

10. Drawings
    The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing
    A Notice in Writing, where identified in the Contract Documents, is a written communication between the parties or between them and the Consultant that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner
    The Owner is the person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant.

13. Place of the Work
    The Place of the Work is the designated site or location of the Work identified in the Contract Documents Work Authorization.

14. Product
    Product or Products means material, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.
15. **Project**
The Project means the total construction contemplated of which the Work may be the whole or a part, as specified in the Work Authorization.

16. **Provide**
Provide means to supply and install.

17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, Product data, and other data which the Contractor provides to illustrate details of portions of the Work.

18. **Specifications**
The Specifications are that portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work.

19. **Subcontractor**
A Subcontractor is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.

20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, or if the Work is governed by the Civil Code of Quebec, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Consultant.

21. **Supplemental Instruction**
A Supplemental Instruction is an instruction, not involving adjustment in the Contract Price or Contract Time, in the form of Specifications, Drawings, schedules, samples, models or written instructions, consistent with the intent of the Contract Documents. It is to be issued by the Consultant to supplement the Contract Documents as required for the performance of the Work.

22. **Supplier**
A Supplier is a person or entity having a direct contract with the Contractor to supply Products.

23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding Construction Equipment, required for the execution of the Work but not incorporated into the Work.

24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the Contract Price by the Federal or any Provincial or Territorial Government and is computed as a percentage of the Contract Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by the tax legislation.

25. **Work**
The Work means the total construction and related services specified in the Work Authorization and as required by the Contract Documents.

26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the Place of the Work.

27. **Work Authorization**
Work Authorization is the document in the form appended hereto, issued from time to time by the Owner, which specifies the Work, the Contract Time and the Contract Price, and when signed by the Owner and the Contractor creates the Contract.
GENERAL CONDITIONS OF THE TERM STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include the labour, Products and services necessary for the performance of the Work by the Contractor in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, not covered by, or not properly inferable from the Contract Documents.

1.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between:
   .1 the Owner and a Subcontractor, a Supplier, or their agent, employee, or other person performing any portion of the Work.
   .2 the Consultant and the Contractor, a Subcontractor, a Supplier, or their agent, employee, or other person performing any portion of the Work.

1.1.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.1.5 References in the Contract Documents to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the Specifications nor the arrangement of Drawings shall control the Contractor in dividing the work among Subcontractors and Suppliers.

1.1.7 If there is a conflict within the Contract Documents:
   .1 the order of priority of documents, from highest to lowest, shall be
     – the Agreement between the Owner and the Contractor,
     – the Definitions,
     – Supplementary Conditions,
     – the General Conditions,
     – the Work Authorization,
     – Division 1 of the Specifications,
     – technical Specifications,
     – material and finishing schedules,
     – the Drawings.
   .2 Drawings of larger scale shall govern over those of smaller scale of the same date.
   .3 dimensions shown on Drawings shall govern over dimensions scaled from Drawings.
   .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The Owner shall provide the Contractor, without charge, sufficient copies of the Contract Documents to perform the Work.

1.1.9 Specifications, Drawings, models, and copies thereof furnished by the Consultant are and shall remain the Consultant's property, with the exception of the signed Contract sets, which shall belong to each party to the Contract. All Specifications, Drawings and models furnished by the Consultant are to be used only with respect to the Work and are not to be used on other work. These Specifications, Drawings and models are not to be copied or altered in any manner without the written authorization of the Consultant.

1.1.10 Models furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the Place of the Work shall govern the interpretation of the Contract.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
GC 1.4 ASSIGNMENT

1.4.1 Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents shall be modified or extended only with the written consent of the Owner, the Contractor and the Consultant.

2.1.3 If the Consultant's employment is terminated, the Owner shall immediately appoint or reappoint a Consultant against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Consultant.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The Consultant will provide administration of the Contract as described in the Contract Documents.

2.2.2 The Consultant will visit the Place of the Work at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the Work is proceeding in general conformity with the Contract Documents.

2.2.3 If the Owner and the Consultant agree, the Consultant will provide at the Place of the Work, one or more project representatives to assist in carrying out the Consultant's responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the Contractor.

2.2.4 The Consultant will promptly inform the Owner of the date of receipt of the Contractor's applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the Consultant's observations and evaluation of the Contractor's applications for payment, the Consultant will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The Consultant will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over, charge of or be responsible for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents.

2.2.8 Matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be initially referred in writing to the Consultant by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the Consultant shall be consistent with the intent of the Contract Documents. In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor.

2.2.10 The Consultant's interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in Contract Price, the Consultant will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The Consultant will have authority to reject work which in the Consultant's opinion does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, Subcontractors, Suppliers, or their agents, employees, or other persons performing any of the Work.

Note: This CCDC document is protected by copyright. Use of this CCDC document with a Work Authorization not containing a CCDC copyright seal constitutes an infringement of copyright. A Work Authorization bearing a CCDC copyright seal demonstrates that the parties intend that an unamended version of this CCDC document govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
2.2.13 During the progress of the Work the Consultant will furnish Supplemental Instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant and the Contractor.

2.2.14 The Consultant will review and take appropriate action upon Shop Drawings, samples and other Contractor’s submittals, in accordance with the Contract Documents.

2.2.15 The Consultant will prepare Change Orders and Change Directives as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The Consultant will conduct reviews of the Work to determine the date of Substantial Performance of the Work as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the Consultant will be to the best of the Consultant's knowledge, information and belief. By issuing any certificate, the Consultant does not guarantee the Work is correct or complete.

2.2.18 The Consultant will receive and review written warranties and related documents required by the Contract and provided by the Contractor and will forward such warranties and documents to the Owner for the Owner’s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The Owner and the Consultant shall have access to the Work at all times. The Contractor shall provide sufficient, safe and proper facilities at all times for the review of the Work by the Consultant and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the Place of the Work, the Owner and the Consultant shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or by the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notification of when the work will be ready for review and inspection. The Contractor shall arrange for and shall give the Consultant reasonable notification of the date and time of inspections by other authorities.

2.3.3 The Contractor shall furnish promptly to the Consultant two copies of certificates and inspection reports relating to the Work.

2.3.4 If the Contractor covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the Contractor's expense.

2.3.5 The Consultant may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents. If the work is not in accordance with the requirements of the Contract Documents, the Contractor shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of examination and restoration.

2.3.6 The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the Contract Documents to be performed by the Contractor or is designated by the laws or ordinances applicable to the Place of the Work.

2.3.7 The Contractor shall pay the cost of samples required for any test or inspection to be performed by the Consultant or the Owner if such test or inspection is designated in the Contract Documents.

GC 2.4 DEFECTIVE WORK

2.4.1 The Contractor shall promptly correct defective work that has been rejected by the Consultant as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor.

2.4.2 The Contractor shall make good promptly other contractors' work destroyed or damaged by such corrections at the Contractor's expense.

2.4.3 If in the opinion of the Consultant it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents. If the Owner and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.
PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents.

3.1.2 The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the Work under the Contract.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The Owner reserves the right to award separate contracts in connection with other parts of the Project to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the Project, or when work is performed by the Owner's own forces, the Owner shall:

1. provide for the co-ordination of the activities and work of other contractors and Owner's own forces with the Work of the Contract;
2. assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of the Work;
3. enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the Contract;
4. ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the Contractor as it affects the Work; and
5. take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of other contractors or the Owner's own forces.

3.2.3 When separate contracts are awarded for other parts of the Project, or when work is performed by the Owner's own forces, the Contractor shall:

1. afford the Owner and other contractors reasonable opportunity to store their products and execute their work;
2. cooperate with other contractors and the Owner in reviewing their construction schedules; and
3. promptly report to the Consultant in writing any apparent deficiencies in the work of other contractors or of the Owner's own forces, where such work affects the proper execution of any portion of the Work, prior to proceeding with that portion of the Work.

3.2.4 Where the Contract Documents identify work to be performed by other contractors or the Owner's own forces, the Contractor shall co-ordinate and schedule the Work with the work of other contractors and the Owner's own forces as specified in the Contract Documents.

3.2.5 Where a change in the Work is required as a result of the co-ordination and integration of the work of other contractors or Owner's own forces with the Work, the changes shall be authorized and valued as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the Contractor and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The Contractor shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the Owner contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of Temporary Work.

3.3.2 The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the Contract Documents and in all cases where such Temporary Work is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for Temporary Work or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the Work.

GC 3.4 DOCUMENT REVIEW

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall be to the best of the Contractor's knowledge, information and belief and in making such review the Contractor does not assume any responsibility to the Owner or the Consultant for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents, which the Contractor did not discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The Contractor shall:

.1 prepare and submit to the Owner and the Consultant prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;

.2 monitor the progress of the Work relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the Contract Documents; and

.3 advise the Consultant of any revisions required to the schedule as the result of extensions of the Contract Time as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The Contractor shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the Place of the Work while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the Contractor at the Place of the Work. Information and instructions provided by the Consultant to the Contractor's appointed representative shall be deemed to have been received by the Contractor, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The Contractor shall preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with Subcontractors and Suppliers to require them to perform their work as provided in the Contract Documents;

.2 incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Subcontractors and Suppliers; and

.3 be as fully responsible to the Owner for acts and omissions of Subcontractors, Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

3.7.2 The Contractor shall indicate in writing, if requested by the Owner, those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work. Should the Owner not object before signing the Contract Work Authorization, the Contractor shall employ those Subcontractors or Suppliers so identified by the Contractor in writing for the performance of that portion of the Work to which their bids apply.

3.7.3 The Owner may, for reasonable cause, at any time before the Owner has signed the Contract Work Authorization, object to the use of a proposed Subcontractor or Supplier and require the Contractor to employ one of the other subcontract bidders.

3.7.4 If the Owner requires the Contractor to change a proposed Subcontractor or Supplier, the Contract Price and Contract Time shall be adjusted by the differences occasioned by such required change.
The Contractor shall not be required to employ as a Subcontractor or Supplier, a person or firm to which the Contractor may reasonably object.

The Owner, through the Consultant, may provide to a Subcontractor or Supplier information as to the percentage of the Subcontractor's or Supplier's work which has been certified for payment.

**GC 3.8 LABOUR AND PRODUCTS**

The Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.

Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant.

The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned.

**GC 3.9 DOCUMENTS AT THE SITE**

The Contractor shall keep one copy of current Contract Documents, submittals, reports, and records of meetings at the Place of the Work, in good order and available to the Owner and the Consultant.

**GC 3.10 SHOP DRAWINGS**

The Contractor shall provide Shop Drawings as required in the Contract Documents.

The Contractor shall provide Shop Drawings to the Consultant to review in orderly sequence and sufficiently in advance so as to cause no delay in the Work or in the work of other contractors.

Upon request of the Contractor or the Consultant, they shall jointly prepare a schedule of the dates for provision, review and return of Shop Drawings.

The Contractor shall provide Shop Drawings in the form specified, or if not specified, as directed by the Consultant.

Shop Drawings provided by the Contractor to the Consultant shall indicate by stamp, date and signature of the person responsible for the review that the Contractor has reviewed each one of them.

The Consultant's review is for conformity to the design concept and for general arrangement only.

Shop Drawings which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the Contractor for approval.

The Contractor shall review all Shop Drawings before providing them to the Consultant. The Contractor represents by this review that:

1. The Contractor has determined and verified all applicable field measurements, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and
2. The Contractor has checked and co-ordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

At the time of providing Shop Drawings, the Contractor shall expressly advise the Consultant in writing of any deviations in a Shop Drawing from the requirements of the Contract Documents. The Consultant shall indicate the acceptance or rejection of such deviation expressly in writing.

The Consultant's review shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents.

The Contractor shall provide revised Shop Drawings to correct those which the Consultant rejects as inconsistent with the Contract Documents, unless otherwise directed by the Consultant. The Contractor shall notify the Consultant in writing of any revisions to the Shop Drawings other than those requested by the Consultant.

The Consultant will review and return Shop Drawings in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the Work.
GC 3.11 USE OF THE WORK

3.11.1 The Contractor shall confine Construction Equipment, Temporary Work, storage of Products, waste products and debris, and operations of employees and Subcontractors to limits indicated by laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Place of the Work.

3.11.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The Contractor shall perform the cutting and remedial work required to make the affected parts of the Work come together properly.

3.12.2 The Contractor shall co-ordinate the Work to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the Owner, the Consultant, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the Work.

GC 3.13 CLEANUP

3.13.1 The Contractor shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.

3.13.2 Before applying for Substantial Performance of the Work as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the Contractor shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. The scope of work or costs included in such cash allowances shall be as described in the Contract Documents.

4.1.2 The Contract Price, and not the cash allowances, includes the Contractor's overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the Owner through the Consultant.

4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, the Contractor shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the Contract Documents. Where the actual cost of the Work under any cash allowance is less than the amount of the allowance, the Owner shall be credited for the unexpended portion of the cash allowance, but not for the Contractor's overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The Contract Price shall be adjusted by Change Order to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The Contractor and the Consultant shall jointly prepare a schedule that shows when the Consultant and Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.
GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.

4.2.2 The contingency allowance includes the Contractor's overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The Contract Price shall be adjusted by Change Order to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The Owner shall, at the request of the Contractor, before signing the Contract Work Authorization, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

5.1.2 The Owner shall give the Contractor Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the Work progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.

5.2.4 The Contractor shall submit to the Consultant, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The Contractor shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the Consultant of an application for payment submitted by the Contractor in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the Consultant will promptly inform the Owner of the date of receipt of the Contractor’s application for payment,

.2 the Consultant will issue to the Owner and copy to the Contractor, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due. If the Consultant amends the application, the Consultant will promptly advise the Contractor in writing giving reasons for the amendment,

.3 the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the Consultant of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.
5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor’s list and application:

1. advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
2. state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

5.4.3 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.

5.5.1 After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:

1. submit an application for payment of the holdback amount,
2. submit CCDC 9A ‘Statutory Declaration’ to state that all accounts for labour, subcontracts, Products, Construction Equipment, and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the Contractor and the statement as provided in paragraph 5.5.1, the Consultant will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the Owner shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the Work, place the holdback amount in a bank account in the joint names of the Owner and the Contractor.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The Owner may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the Work or other third party monetary claims against the Contractor which are enforceable against the Owner.

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the Owner shall pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the Place of the Work. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.
5.6.2 In the Province of Quebec, where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the Owner shall pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, no later than 30 calendar days after such certification by the Consultant. The Owner may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the Work or other third party monetary claims against the Contractor which are enforceable against the Owner.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the Contractor shall ensure that such subcontract work or Products are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the Contractor considers that the Work is completed, the Contractor shall submit an application for final payment.

5.7.2 The Consultant will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application and advise the Contractor in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the Consultant finds the Contractor's application for final payment valid, the Consultant will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the Place of the Work, the Owner shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the Contractor as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed as certified by the Consultant shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold, until the remaining portion of the Work is finished, only such an amount that the Consultant determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the Owner under the Contract nor partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of any portion of the Work or Products which are not in accordance with the requirements of the Contract Documents.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The Owner, through the Consultant, without invalidating the Contract, may make:
.
1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and
.
2 changes to the Contract Time for the Work, or any part thereof, by Change Order.

6.1.2 The Contractor shall not perform a change in the Work without a Change Order or a Change Directive.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the Work is proposed or required, the Consultant will provide the Contractor with a written description of the proposed change in the Work. The Contractor shall promptly present, in a form acceptable to the Consultant, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed change in the Work.

6.2.2 When the Owner and Contractor agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order. The value of the work performed as the result of a Change Order shall be included in the application for progress payment.
GC 6.3 CHANGE DIRECTIVE

6.3.1 If the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time, the Owner, through the Consultant, shall issue a Change Directive.

6.3.2 A Change Directive shall only be used to direct a change in the Work which is within the general scope of the Contract Documents.

6.3.3 A Change Directive shall not be used to direct a change in the Contract Time only.

6.3.4 Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work.

6.3.5 For the purpose of valuing Change Directives, changes in the Work that are not substitutions or otherwise related to each other shall not be grouped together in the same Change Directive.

6.3.6 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the Contractor’s actual expenditures and savings attributable to the Change Directive, valued in accordance with paragraph 6.3.7 and as follows:

\[ \text{Contract Price} = \text{Contractor's cost} \times (1 + \text{Contractor's percentage fee on such net increase}) \]

6.3.7 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following:

1. salaries, wages and benefits paid to personnel in the direct employ of the Contractor under a salary or wage schedule agreed upon by the Owner and the Contractor, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the Contractor, for personnel stationed at the Contractor’s field office, in whatever capacity employed;

2. engaged in expediting the production or transportation of material or equipment, at shops or on the road;

3. engaged in the preparation or review of Shop Drawings, fabrication drawings, and coordination drawings; or

4. engaged in the processing of changes in the Work.

5. contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraph 6.3.7.1;

6. travel and subsistence expenses of the Contractor's personnel described in paragraph 6.3.7.1;

7. all Products including cost of transportation thereof;

8. all Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Work; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor;

9. all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

10. all equipment and services required for the Contractor’s field office;

11. deposits lost;

12. the amounts of all subcontracts;

13. quality assurance such as independent inspection and testing services;

14. charges levied by authorities having jurisdiction at the Place of the Work;

15. royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the Contractor's obligations to indemnify the Owner as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

16. any adjustment in premiums for all bonds and insurance which the Contractor is required, by the Contract Documents, to purchase and maintain;

17. any adjustment in taxes, other than Value Added Taxes, and duties for which the Contractor is liable;

18. charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the Work;

19. removal and disposal of waste products and debris; and

20. safety measures and requirements.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or in infringement of copyright. A Work Authorization bearing a CCDC copyright seal demonstrates that the parties intend that an unamended version of this CCDC document govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
6.3.10 For the purpose of valuing Change Directives, the Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the Work attributable to the Change Directive and shall provide the Consultant with copies thereof when requested.

6.3.11 Pending determination of the final amount of a Change Directive, the undisputed value of the Work performed as the result of a Change Directive is eligible to be included in progress payments.

6.3.12 If the Owner and the Contractor do not agree on the proposed adjustment in the Contract Time attributable to the change in the Work, or the method of determining it, the adjustment shall be referred to the Consultant for determination.

6.3.13 When the Owner and the Contractor reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the Owner or the Contractor discover conditions at the Place of the Work which are:
.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,
then the observing party shall give Notice in Writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.

6.4.2 The Consultant will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the Consultant finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or the Contract Time is justified, the Consultant will report the reasons for this finding to the Owner and the Contractor in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

6.5.1 If the Contractor is delayed in the performance of the Work by an action or omission of the Owner, Consultant or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.

6.5.2 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.

6.5.3 If the Contractor is delayed in the performance of the Work by:
.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound),
.2 fire, unusual delay by common carriers or unavoidable casualties,
.3 abnormally adverse weather conditions, or
.4 any cause beyond the Contractor's control other than one resulting from a default or breach of Contract by the Contractor,
then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the Consultant not later than 10 Working Days after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the Consultant to furnish instructions until 10 Working Days after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the Contractor intends to make a claim for an increase to the Contract Price, or if the Owner intends to make a claim against the Contractor for a credit to the Contract Price, the party that intends to make the claim shall give timely Notice in Writing of intent to claim to the other party and to the Consultant.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
   .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
   .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the Consultant a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the Consultant may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The Consultant’s findings, with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 Working Days after receipt of the claim by the Consultant, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, terminate the Contractor’s right to continue with the Work, by giving the Contractor or receiver or trustee in bankruptcy Notice in Writing to that effect.

7.1.2 If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the Consultant has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor Notice in Writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such Notice in Writing.

7.1.3 If the default cannot be corrected in the 5 Working Days specified or in such other time period as may be subsequently agreed in writing by the parties, the Contractor shall be in compliance with the Owner's instructions if the Contractor:
   .1 commences the correction of the default within the specified time, and
   .2 provides the Owner with an acceptable schedule for such correction, and
   .3 corrects the default in accordance with the Contract terms and with such schedule.
7.1.4 If the Contractor fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the Owner may have, the Owner may:
   .1 correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor provided the Consultant has certified such cost to the Owner and the Contractor, or
   .2 terminate the Contractor's right to continue with the Work in whole or in part or terminate the Contract.

7.1.5 If the Owner terminates the Contractor's right to continue with the Work as provided in paragraphs 7.1.1 and 7.1.4, the Owner shall be entitled to:
   .1 take possession of the Work and Products at the Place of the Work; subject to the rights of third parties, utilize the Construction Equipment at the Place of the Work; finish the Work by whatever method the Owner may consider expedient, but without undue delay or expense, and
   .2 withhold further payment to the Contractor until a final certificate for payment is issued, and
   .3 charge the Contractor the amount by which the full cost of finishing the Work as certified by the Consultant, including compensation to the Consultant for the Consultant's additional services and a reasonable allowance as determined by the Consultant to cover the cost of corrections to work performed by the Contractor that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference, and
   .4 on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to the Contractor's work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

7.1.6 The Contractor's obligation under the Contract as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue after such termination of the Contract.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the Owner is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Owner's insolvency, or if a receiver is appointed because of the Owner's insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Owner or receiver or trustee in bankruptcy Notice in Writing to that effect.

7.2.2 If the Work is suspended or otherwise delayed for a period of 20 Working Days or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or of anyone directly or indirectly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Owner Notice in Writing to that effect.

7.2.3 The Contractor may give Notice in Writing to the Owner, with a copy to the Consultant, that the Owner is in default of the Owner's contractual obligations if:
   .1 the Owner fails to furnish, when so requested by the Contractor, reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract, or
   .2 the Consultant fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
   .3 the Owner fails to pay the Contractor when due the amounts certified by the Consultant or awarded by arbitration or court, or
   .4 the Owner violates the requirements of the Contract to a substantial degree and the Consultant, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the Contractor that sufficient cause exists.

7.2.4 The Contractor's Notice in Writing to the Owner provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 Working Days following the receipt of the Notice in Writing, the Contractor may, without prejudice to any other right or remedy the Contractor may have, suspend the Work or terminate the Contract.

7.2.5 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon Products and Construction Equipment, and such other damages as the Contractor may have sustained as a result of the termination of the Contract.
PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the Consultant as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the Contract in respect of a matter in which the Consultant has no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the Consultant will give such instructions as in the Consultant's opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor costs incurred by the Contractor in carrying out such instructions which the Contractor was required to do beyond what the Contract Documents correctly understood and interpreted would have required, including costs resulting from interruption of the Work.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the Consultant under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 Working Days after receipt of that finding, the party sends a Notice in Writing of dispute to the other party and to the Consultant, which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 Working Days after receipt of such Notice in Writing setting out particulars of this response and any relevant provisions of the Contract Documents.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 Working Days following receipt of a responding party's Notice in Writing of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 Working Days after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving Notice in Writing to the Owner, the Contractor and the Consultant.

8.2.6 By giving a Notice in Writing to the other party and the Consultant, not later than 10 Working Days after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the Place of the Work.

8.2.7 On expiration of the 10 Working Days, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a Notice in Writing is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

Note: This CCDC document is protected by copyright. Use of this CCDC document with a Work Authorization not containing a CCDC copyright seal constitutes an infringement of copyright. A Work Authorization bearing a CCDC copyright seal demonstrates that the parties intend that an unamended version of this CCDC document govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
8.2.8 If neither party, by Notice in Writing, given within 10 Working Days of the date of Notice in Writing requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be .

1 held in abeyance until

(1) Substantial Performance of the Work,
(2) the Contract has been terminated, or
(3) the Contractor has abandoned the Work,
whichever is earlier; and

2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourse, provided the party has given the Notice in Writing required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the Place of the Work and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:

1 errors in the Contract Documents;

2 acts or omissions by the Owner, the Consultant, other contractors, their agents and employees.

9.1.2 Before commencing any work, the Contractor shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are reasonably apparent in an inspection of the Place of the Work.

9.1.3 Should the Contractor in the performance of the Contract damage the Work, the Owner's property or property adjacent to the Place of the Work, the Contractor shall be responsible for making good such damage at the Contractor's expense.

9.1.4 Should damage occur to the Work or Owner's property for which the Contractor is not responsible, as provided in paragraph 9.1.1, the Contractor shall make good such damage to the Work and, if the Owner so directs, to the Owner's property. The Contract Price and Contract Time shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the Owner shall be deemed to have control and management of the Place of the Work with respect to existing conditions.

9.2.2 Prior to the Contractor commencing the Work, the Owner shall,

1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the Place of the Work, and

2 provide the Consultant and the Contractor with a written list of any such substances that are known to exist and their locations.

9.2.3 The Owner shall take all reasonable steps to ensure that no person’s exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the Place of the Work and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the Place of the Work prior to the Contractor commencing the Work.

9.2.4 Unless the Contract expressly provides otherwise, the Owner shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the Place of the Work prior to the Contractor commencing the Work.
9.2.5 If the Contractor
.1 encounters toxic or hazardous substances at the Place of the Work, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the Work,
which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible and
which were not disclosed by the Owner or which were disclosed but have not been dealt with as required under paragraph
9.2.4, the Contractor shall
.3 take all reasonable steps, including stopping the Work, to ensure that no person’s exposure to any toxic or hazardous
substances exceeds any applicable time weighted levels prescribed by applicable legislation at the Place of the Work, and
.4 immediately report the circumstances to the Consultant and the Owner in writing.

9.2.6 If the Owner and Contractor do not agree on the existence, significance of, or whether the toxic or hazardous substances were
brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible, the Owner shall retain
and pay for an independent qualified expert to investigate and determine such matters. The expert’s report shall be delivered to
the Owner and the Contractor.

9.2.7 If the Owner and Contractor agree or if the expert referred to in paragraph 9.2.6 determinates that the toxic or hazardous
substances were not brought onto the place of the Work by the Contractor or anyone for whom the Contractor is responsible, the
Owner shall promptly at the Owner’s own expense:
.1 take all steps as required under paragraph 9.2.4;
.2 reimburse the Contractor for the costs of all steps taken pursuant to paragraph 9.2.5;
.3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor
and the expert referred to in 9.2.6 and reimburse the Contractor for reasonable costs incurred as a result of the delay; and
.4 indemnify the Contractor as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the Owner and Contractor agree or if the expert referred to in paragraph 9.2.6 determinates that the toxic or hazardous
substances were brought onto the place of the Work by the Contractor or anyone for whom the Contractor is responsible, the
Contractor shall promptly at the Contractor’s own expense:
.1 take all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to safely remove and
dispose the toxic or hazardous substances;
.2 make good any damage to the Work, the Owner’s property or property adjacent to the place of the Work as provided in
paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 reimburse the Owner for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert’s findings under paragraph 9.2.6, the disagreement shall be settled in accordance with
Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act
immediately in accordance with the expert’s determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being
understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2
– TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered
at the Place or Work shall, as between the Owner and the Contractor, be deemed to be the absolute property of the Owner.

9.3.2 The Contractor shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph
9.3.1, and shall advise the Consultant upon discovery of such items.

9.3.3 The Consultant will investigate the impact on the Work of the discoveries identified in paragraph 9.3.1. If conditions are
found that would cause an increase or decrease in the Contractor’s cost or time to perform the Work, the Consultant, with the
Owner’s approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 - CHANGE ORDER or
GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the Contractor
shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and
practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining
and supervising all safety precautions and programs in connection with the performance of the Work.
GC 9.5 MOULD

9.5.1 If the Contractor or Owner observes or reasonably suspects the presence of mould at the Place of the Work, the remediation of which is not expressly part of the Work,
   .1 the observing party shall promptly report the circumstances to the other party in writing, and
   .2 the Contractor shall promptly take all reasonable steps, including stopping the Work if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
   .3 if the Owner and Contractor do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the Owner shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert’s report shall be delivered to the Owner and Contractor.

9.5.2 If the Owner and Contractor agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the Contractor's operations under the Contract, the Contractor shall promptly, at the Contractor’s own expense:
   .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
   .2 make good any damage to the Work, the Owner’s property or property adjacent to the Place of the Work as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
   .3 reimburse the Owner for reasonable costs incurred under paragraph 9.5.1.3, and
   .4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the Owner and Contractor agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the Contractor’s operations under the Contract, the Owner shall promptly, at the Owner’s own expense:
   .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
   .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
   .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and
   .4 indemnify the Contractor as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert’s finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert’s determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The Contract Price shall include all taxes and customs duties in effect at the time of the bid closing except for Value Added Taxes payable by the Owner to the Contractor as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the Contractor due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the Contract Price accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the Place of the Work shall govern the Work.

10.2.2 The Owner shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the Contractor.

10.2.3 The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety.
10.2.5 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the Work. If the Contract Documents are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the Contractor shall advise the Consultant in writing requesting direction immediately upon such variance or change becoming known. The Consultant will make the changes required to the Contract Documents as provided in GC 6.1 - OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the Contractor fails to advise the Consultant in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the Contractor shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. The Contractor shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts the Contractor may be liable.

10.3.2 The Owner shall hold the Contractor harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor as part of the Contract Documents.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the Work, again with the Contractor's application for payment of the holdback amount following Substantial Performance of the Work and again with the Contractor's application for final payment, the Contractor shall provide evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder.

10.4.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the Contractor and include, or in the case of a single, blanket policy, be endorsed to name, the Owner and the Consultant as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the Contractor with regard to the Work. General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work.

.2 Automobile Liability Insurance from the date of commencement of the Work until one year after the date of Substantial Performance of the Work.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work

.4 "Broad form" property insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors. The “Broad form” property insurance shall be provided from the date of commencement of the Work until the earliest of:

(1) 10 calendar days after the date of Substantial Performance of the Work;
(2) on the commencement of use or occupancy of any part or section of the Work unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the Work;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insurors all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Substantial Performance of the Work.

.6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. In the event of loss or damage:

(1) the Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Consultant may recommend in consultation with the Contractor;

(2) the Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds in accordance with the progress payment provisions. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work; and

(3) to the Work arising from the work of the Owner, the Owner's own forces or another contractor, the Owner shall, in accordance with the Owner's obligations under the provisions relating to construction by Owner or other contractors, pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the Work until one year after the date of Substantial Performance of the Work.

11.1.2 Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the Contract.

11.1.4 If the Contractor fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor and the Consultant. The Contractor shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Contractor.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the Contractor's insurance policy becoming due for renewal, and record any agreement in a Change Order.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the Owner may request the increased coverage from the Contractor by way of a Change Order.

11.1.8 A Change Directive shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The Contractor shall, prior to commencement of the Work or within the specified time, provide to the Owner any Contract security specified in the Contract Documents.

11.2.2 If the Contract Documents require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

Note: This CCDC document is protected by copyright. Use of this CCDC document with a Work Authorization not containing a CCDC copyright seal constitutes an infringement of copyright. A Work Authorization bearing a CCDC copyright seal demonstrates that the parties intend that an unamended version of this CCDC document govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties’ obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the Owner and the Contractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:

.1 caused by:
   (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
   (2) a failure of the party to whom indemnification is sought to fulfill its terms or conditions; and

.2 made by Notice in Writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

The parties expressly waive the right to indemnity for claims other than those provided for in this Contract.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the Owner and the Contractor for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the Owner and the Contractor for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the Contract Price as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The Owner and the Contractor shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the Contractor’s performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

12.1.6 In respect to any claim for indemnity or to be held harmless by the Owner or the Contractor:

.1 Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment, or award made against the party entitled by this contract to be indemnified, then the indemnifying party shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the Place of the Work, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the Contractor waives and releases the Owner from all claims which the Contractor has or reasonably ought to have knowledge of that could be advanced by the Contractor against the Owner arising from the Contractor’s involvement in the Work, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:

.1 claims arising prior to or on the date of Substantial Performance of the Work for which Notice in Writing of claim has been received by the Owner from the Contractor no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work;

.2 indemnification for claims advanced against the Contractor by third parties for which a right of indemnification may be asserted by the Contractor against the Owner pursuant to the provisions of this Contract;

Note: This CCDC document is protected by copyright. Use of this CCDC document with a Work Authorization not containing a CCDC copyright seal constitutes an infringement of copyright. A Work Authorization bearing a CCDC copyright seal demonstrates that the parties intend that an unamended version of this CCDC document govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.
In the Place of the Work, the Owner waives and releases the Contractor from all claims referred to in paragraph 12.2.4.4 except for those referred in paragraph 12.2.3.5 and those arising under GC 12.3 - WARRANTY and claims for which Notice in Writing has been received by the Contractor pursuant to the provisions of paragraph 12.2.4.4 of GC 12.1 - INDEMNIFICATION.

The Owner waives and releases third parties for which a right of indemnification may be asserted by the Owner against the Contractor pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION.

Claims arising pursuant to GC 12.3 - WARRANTY; and

Claims arising from acts or omissions which occur after the date of Substantial Performance of the Work.

Substantial Performance of the Work.

Claims arising pursuant to paragraph 12.2.1.4 of GC 12.1 - INDEMNIFICATION, which affect the Contractor's involvement in the Work, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the day of Substantial Performance of the Work, except as follows:

Clubs arising prior to or on the date of Substantial Performance of the Work for which Notice in Writing of claim has been received by the Contractor from the Owner no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work; and

Claims for which a right of indemnification could be asserted by the Owner against the Contractor pursuant to paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION.

Claims arising pursuant to GC 12.3 - WARRANTY; and

Claims arising from acts or omissions which occur after the date of Substantial Performance of the Work.

Claims arising pursuant to paragraph 12.2.1.4 of GC 12.1 - INDEMNIFICATION.

Claims arising pursuant to GC 12.3 - WARRANTY; and

Claims arising from acts or omissions which occur after the date of Substantial Performance of the Work.
12.2.10 If a Notice in Writing of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the period within which Notice in Writing of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is one year from the date of Substantial Performance of the Work.

12.3.2 The Contractor shall be responsible for the proper performance of the Work to the extent that the design and Contract Documents permit such performance.

12.3.3 The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the one year warranty period.

12.3.5 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the Owner. The Contractor's responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event/Meeting</th>
<th>Location</th>
<th>Attendees</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 7</td>
<td>Urban Design &amp; Architecture Awards</td>
<td>Hamilton</td>
<td>B. Aitken, C. Greenberg</td>
<td>7-9pm</td>
</tr>
<tr>
<td></td>
<td>Celebration 2013</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 12</td>
<td>pre-Elliot Lake inquiry meeting</td>
<td>Toronto</td>
<td>B. Aitken, C. Greenberg</td>
<td>10am-2pm</td>
</tr>
<tr>
<td>November 13</td>
<td>Media Interview: Mississauga Bus Times</td>
<td>Mississauga</td>
<td>B. Aitken, C. Greenberg</td>
<td></td>
</tr>
<tr>
<td>November 13</td>
<td>WoodWORKS! Awards Dinner</td>
<td>Woodbridge</td>
<td>A. Sherman</td>
<td>5:30-9:30pm</td>
</tr>
<tr>
<td>November 15</td>
<td>CALA Meeting</td>
<td>Toronto</td>
<td>Provincial Reps, K. Doyle</td>
<td>9am-4:30pm</td>
</tr>
<tr>
<td>November 18</td>
<td>OAA Building Committee Meeting</td>
<td>Toronto</td>
<td>J. Chlebowski, S. Sharp, K. Doyle</td>
<td>10am-12 noon</td>
</tr>
<tr>
<td>November 19</td>
<td>Executive Committee Conference Call</td>
<td>Toronto</td>
<td>Executive Committee, K. Doyle, N. Brown</td>
<td>2-2:30pm</td>
</tr>
<tr>
<td>November 20</td>
<td>Elliot Lake/Algo Mall Inquiry</td>
<td>Ottawa</td>
<td>C. Greenberg</td>
<td>9am-5pm</td>
</tr>
<tr>
<td>November 23</td>
<td>OPEA Gala</td>
<td>Toronto</td>
<td></td>
<td>6-10pm</td>
</tr>
<tr>
<td>November 27</td>
<td>RAIC Gold Medal Ceremony</td>
<td>Ottawa</td>
<td></td>
<td>5:30-7pm</td>
</tr>
<tr>
<td>November 28</td>
<td>Perspectives Meeting</td>
<td>Toronto</td>
<td></td>
<td>11am-3:30pm</td>
</tr>
<tr>
<td>November 28</td>
<td>Niagara Society Visit</td>
<td>St. Catharines</td>
<td>J. Chlebowski, K. Doyle</td>
<td>6-9pm</td>
</tr>
<tr>
<td>December 3</td>
<td>Construct Canada - pre-Roundtable dinner</td>
<td>Toronto</td>
<td></td>
<td>7-9pm</td>
</tr>
<tr>
<td>December 4</td>
<td>Construct Canada - Architectural Roundtable</td>
<td>Toronto</td>
<td></td>
<td>8-10am</td>
</tr>
<tr>
<td>December 4</td>
<td>Ontario Concrete Awards</td>
<td>Toronto</td>
<td></td>
<td>5-9pm</td>
</tr>
<tr>
<td>December 5</td>
<td>Carpenters’ Union Reception</td>
<td>Vaughan</td>
<td></td>
<td>5-10pm</td>
</tr>
<tr>
<td>December 6</td>
<td>Council Meeting</td>
<td>Toronto</td>
<td>w/Council, K. Doyle, N. Brown</td>
<td>9:30am-4pm</td>
</tr>
<tr>
<td>December 6</td>
<td>Seasonal Celebration Dinner</td>
<td>Toronto</td>
<td>w/Council and staff</td>
<td>5:30-11:30pm</td>
</tr>
</tbody>
</table>
Memorandum

To: Council

Bill Birdsell Robert Abrahams
Sheena Sharp Jerry Chlebowski
Toon Dreessen James Farrow
Brad Green Paul Hastings
Evangelo Kalmantis Namita Kanishkan
Susan Spencer Lewin Brian Luey
Wayne Medford Elaine Mintz
David C. Rich Andre Sherman
Anthony Sproul John Stephenson

From: Kristi Doyle, Executive Director

Date: November 28, 2013

Subject: Update on Activities of the Executive Director

Objective:

To provide Council with an update on activities of the Executive Director not covered elsewhere in the Council agenda.

Background:

This report is somewhat brief given that only 3 weeks have passed since the last Council meeting.

Internal and Administration

The usual staff meeting was held the week following the November Council meeting during which highlights of that meeting were shared with staff.

I have again attached the list of the action items arising from the 2013 Council Priority Planning Session in February along with a summary of the progress/status of the various items to date and will continue to do so for the remainder of the year. This will be reviewed in detail by Council at the next Council planning session in February.

Bi-weekly meetings with service areas of the OAA continue to be held.

The last of the annual society visits will take place on November 28 in Niagara Falls. A summary of the full tour will be distributed at the December Council meeting.

On November 27 staff held a retirement celebration for long time staff member Jessica O’Rafferty. Staffing in the Registrar’s office has now been addressed and training and transition is underway and going smoothly in anticipation of Jessica’s departure in December.

All of the annual performance evaluations for staff will be completed on November 29 in accordance with the policies and procedures established by the Human Resources (HR) Committee. My own annual performance evaluation was conducted on November 26 by the HR Committee and President.
Annual fee invoices will be sent to members in early December. As a reminder, all invoices are sent via email now.

**OAA Activities/Policy and Industry Relations**

On November 12, I attended a meeting with my counterparts of the Ontario General Contractors Association (OGCA), Electrical Contractors Association of Ontario (ECAO), Consulting Engineers Ontario (CEO) and Mechanical Contractors Association of Ontario (MCAO). The purpose of the meeting was to discuss the possibility of resurrecting the Ontario Joint Standard Practice Committee which had many years ago been responsible for establishing joint industry positions and statements on specific practice/technical issues – they had previously been called “Agreed to Items” and OAA had issued them as part of their Practice Bulletins. Items included issues such as ‘change procedure’, ‘tender drawings’, ‘take over procedures’, etc. This was an exploratory meeting and the ED of the MCAO will prepare a proposal for each of the organizations to then discuss with their respective council’s. Once I have that information I will discuss with the President and Council.

**National Initiatives**

Since the last Council meeting I am happy to confirm that the new Canada/US Mutual Recognition Agreement will proceed as planned and be in effect on January 1. The required number of US states have now signed on. We are working on finalizing the standard application forms, instructions to applicants, a package of materials for regulators as well as a formal announcement from the Canadian Architectural Licensing Authorities (CALA).

On November 14, I attended a meeting of the national Canadian Architectural Certification Board (CACB) Standing Committee at which time the committee required a formal presentation from the consultant who conducted the national CALA Survey on education and the internship program. A consolidated report for CALA should be ready in the new two weeks. I continue to work on details of the upcoming national Validation Conference and provide coordination between the OAA The Interns Forum (TIF) and the national level on this important file.

On November 15, the President and I attended the bi-annual meeting of CALA. OAA President Bill Birdsell chaired the meeting. I am currently finalizing the notes from the meeting for distribution.

OAA staff is working on the first draft of the budget for ExAC in accordance with our administrative duties to CALA and CExAC. I hope to have that draft to the Committee by mid-December for review.

**Action:** For information only.
<table>
<thead>
<tr>
<th>STRATEGIC OBJECTIVE</th>
<th>ACTION ITEMS FROM RETREAT</th>
<th>PROGRESS/STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAA Efficiencies and administrative effectiveness</td>
<td>Continue upgrades with focus on e-efficiency</td>
<td>My OAA launched on April 23 - COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reorganization of Communications roles and responsibilities - COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MYOAA for Practice to be launched in July – COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Development of Intern Online Application - To be COMPLETED end of 2013 - details</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of the needs for the application are being mapped out with staff and IMIS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>consultant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Student membership fee proposal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proposal being presented to Council at June meeting, implementation for Fall 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-- COMPLETED</td>
</tr>
<tr>
<td>Society Outreach</td>
<td>Admin Support for Society Initiatives incl. use of OAA Brand</td>
<td>Support available to Societies now; New Architectural Graduate reviewing action</td>
</tr>
<tr>
<td></td>
<td></td>
<td>items out of last Society Chairs meeting and follow up on specific items</td>
</tr>
<tr>
<td></td>
<td></td>
<td>underway to assist societies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Customization of e-bulletin by individual member needs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Being considered by Communications staff, requires programming (will advise as</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to whether this came be accomplished in 2013 based on feedback from Developer/</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monthly Society E-bulletin</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMPLETED NEW SOCIETY AREA OF THE WEBSITE -- Architectural Graduate requested</td>
</tr>
<tr>
<td></td>
<td></td>
<td>feedback from societies on a month society e-bulletin - Consensus is that</td>
</tr>
<tr>
<td></td>
<td></td>
<td>societies do not want a separate e-bulletin but rather want to provide</td>
</tr>
<tr>
<td></td>
<td></td>
<td>information on events, news for the OAA’s existing society web pages -- All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OAA template PPT’s re. standard documents, Q85, hiring an architect, how to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>become an architect have been loaded to the website for use by societies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Increase involvement of kg&amp;a at local/society level</td>
</tr>
<tr>
<td></td>
<td></td>
<td>local Exposure for President’s tour of Societies in 2014 will be put in place.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-- COMPLETED. Coverage was successful in Sudbury, Sault Ste. Marie, London,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grand Valley, Windsor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Media relations workshop/tool kit for societies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Has now been discussed by Communications Committee with Kg&amp;a - consideration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in terms of over all priorities and projects underway.</td>
</tr>
<tr>
<td>Cultivate Member Trust</td>
<td>Act enforcement</td>
<td>Office of the Registrar continues with focus on Cease &amp; Desist – ONGOING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Development of practice tools for members and societies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To Practice Committee for further discussion re current needs of members --</td>
</tr>
<tr>
<td></td>
<td></td>
<td>some feedback from PAS and Practice is that we have many tools, it is how</td>
</tr>
<tr>
<td></td>
<td></td>
<td>they are organized on the Web and communication that needs to be enhanced.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This is under discussion now with Communications staff.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discussion started with Communications Committee and staff as to how to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>better communicate the existing resources we have.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-- OAA Com Staff working with Construction Contract Admin Committee to reconfig</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ure tools section of CCAC pages to make information/tools more accessible and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>visible. -- THESE PAGES ALMOST COMPLETED</td>
</tr>
<tr>
<td>Budget</td>
<td>Development of reserve fund policy</td>
<td>Building Reserve Fund Policy for R &amp; A in Open Package -- COMPLETED</td>
</tr>
<tr>
<td>Communication Issues</td>
<td>Integration of issues across breadth of association activities</td>
<td>Process has begun with cross pollination of Policy and Communications. This</td>
</tr>
<tr>
<td></td>
<td></td>
<td>will continue as Communications staff are better exposed to breadth of activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and projects of OAA. -- Ongoing</td>
</tr>
<tr>
<td>STRATEGIC OBJECTIVE</td>
<td>ACTION ITEMS FROM RETREAT</td>
<td>PROGRESS/STATUS</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Public Awareness (kg&amp;a)</td>
<td>Address marginalization of architect's role</td>
<td>ALL OF ISSUES OUTLINED FOR CONSIDERATION have been DISCUSSED WITH COMMUNICATIONS COMMITTEE Priority setting and planning COMPLETED – refer to VP Communications Report for priorities for rest of 2013.</td>
</tr>
<tr>
<td></td>
<td>Continued focus on the value architects bring to society</td>
<td>Underway -- three centres chosen for presentation to local BIA’s to convey these messages. To happen Fall 2013</td>
</tr>
<tr>
<td></td>
<td>Develop templates for marketing &amp; business for members</td>
<td>Underway</td>
</tr>
<tr>
<td></td>
<td>kg&amp;a provide in person update to Council twice per year</td>
<td>COMPLETED -- September Council meeting attended. Next meeting to attend will be March 2014</td>
</tr>
<tr>
<td></td>
<td>Increase communication with societies re. the intention of the Public Awareness campaign</td>
<td>COMPLETED via Society Visits. President delivered message</td>
</tr>
<tr>
<td></td>
<td>Incorporate Public Awareness report within the Annual Report</td>
<td>Underway</td>
</tr>
<tr>
<td></td>
<td>Offer media relations workshop at next Society Chairs meeting, kg&amp;a to attend</td>
<td>Will occur in winter as AR is drafted.</td>
</tr>
<tr>
<td></td>
<td>Raise Public Awareness around President’s society visits via media coverage</td>
<td>COMPLETED.</td>
</tr>
<tr>
<td></td>
<td>Call to members re. how their buildings meet the client’s objectives</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improve communication for Architecture Week province wide via societies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TV coverage of benefits of hiring an architect (series pitch to HGTV)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Series of articles on a building that features certain areas of architecture</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Establish an ‘Ask an Architect’ section in local newspapers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Focus on some current policy issues and roll out those messages incl. highlighting the value of architects and architecture</td>
<td>Underway</td>
</tr>
<tr>
<td>Risk - Avoidance vs. Management</td>
<td>Develop with ProDem movement toward management vs. avoidance</td>
<td>Continued discussion with ProDemnity via Executive Committee bi-annual meeting October 16th</td>
</tr>
<tr>
<td>STRATEGIC OBJECTIVE</td>
<td>ACTION ITEMS FROM RETREAT</td>
<td>PROGRESS/STATUS</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Empower the profession to embrace risk</td>
<td>Further discussions needed - will review how to advance this with Executive Committee</td>
<td></td>
</tr>
<tr>
<td>Letters of indemnification on the Website</td>
<td>To be discussed - review what is currently available from PAS and ProDemnity</td>
<td></td>
</tr>
<tr>
<td>Reminders to members about tools</td>
<td>Communications strategy to be discussed with Communications Committee and staff</td>
<td></td>
</tr>
<tr>
<td>Help clients to manage risk</td>
<td>Further discussions needed - will review how to advance this with Executive Committee</td>
<td></td>
</tr>
<tr>
<td>OAA to define practice broadly/let members define specifically</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Further develop: negotiation, contracts, business info</td>
<td>Consider Continuing Education with CE Committee - session for next Conference under discussion.</td>
<td></td>
</tr>
</tbody>
</table>

**National Validation Conference**

| TIF to develop content | TIF work continues to be underway - regular updates to Council throughout 2013/14. National survey has been COMPLETED and results are being compiled. TIF progressing well. |
Memorandum

To: Council
   Bill Birdsell            Robert Abrahams
   Jerry Chlebowski        Toon Dreessen
   James Farrow            Brad Green
   Paul Hastings           Evangelo Kalmantis
   Namita Kanishkan        Susan Lewin
   Brian Luey              Wayne Medford
   Elaine Mintz            David C. Rich
   Sheena Sharp            Andre Sherman
   Anthony Sproul          John Stephenson

From: Sheena Sharp, Vice President, Strategic

Date: November 22, 2013

Subject: Update on Activities under the Vice President Strategic Portfolio

Objective:
To provide Council with an update on activities under the Vice President Strategic Portfolio.

Background:

Practice Advocacy Coordination Team (PACT)

PACT held a meeting on November 14th, 2013. A meeting was also held regarding a collaboration with RAIC over a Fee Study. Shimmerman Penn is being considered to perform the work.

Site Plan Approval Study/Symposium:
- Articles regarding the study and symposium have still been trickling out.
- A meeting date with OPPI has finally been set for Monday December 9th.
- OALA also reached out to the OAA to have a meeting over the study/symposium. This meeting will also be set up.

Symposium 2014
- Given Council’s approval of funding at the November 6th meeting, PACT discussed the possible subject for a research project and symposium for 2014. The intention remains Housing Affordability, though the specifics and tentative approach are yet to be determined. The idea of a design competition, as presented to the OAA by the Affordable Housing Roundtable, was also floated.

Heritage Architecture
- To fulfill the request of the Heritage ADM (within the Ministry of Tourism, Culture and Sport), PACT continues to investigate how to create a list of heritage architects.
Conferences/Outreach

- Priority conferences for next year were discussed at the prior PACT meeting. To streamline preparation work, two main topics will be presented to five possible target groups/conferences (SPA to the Association of Municipalities Ontario, Canadian Urban Institute, and the Toronto District of the Urban Land Institute and Passivhaus to the Ontario Home Builders Association and the Ontario Building Officials Association).

Government Liaison

- Bill, on behalf of the OAA, received a response from PWGSC thanking us for the letter but stating that they did not see a problem with jointly requiring OAA and OAQ licensure eligibility and would not be changing the procurement process.
- Bill and Adam Tracey attended a BILD Industry Breakfast featuring Minister Murray on November 1st.
- Adam attended an inaugural meeting of PWGSC’s Supplier Stakeholder Network (SSN) on November 15th.
- Paul Hastings attended an International Leader’s Breakfast Club Event with Jennifer Keesmaat on November 20th.
- I will be attending a NDP event hosted by Leader Andrea Horwath and Cindy Forster (NDP Critic for Municipal Affairs and Housing) on November 26th.
- Paul will attend ‘An Evening with Jennifer Keesmaat’ put on by the Toronto Construction Association on December 4th.

Construction and Design Alliance Ontario (CDAO)

Over the past month, a number of developments occurred regarding CDAO:
- CDAO (Kristi Doyle and I) met with Andrea Horwath and NDP staffers on October 30, 2013.
- CDAO sent a letter on November 15th to Minister Murray with thoughts and recommendations on Bundling; AFP Documents; Pursuit Costs; Compliance; Innovation, Design and Value.
- CDAO issued a Media Release entitled ‘Infrastructure Renewal Focus Key for Ontario’, applauding the provincial government for renewing its commitment to rebuilding Ontario’s crumbling infrastructure.
- CDAO received the report from the consultant who conducted the Strategic Planning Session.
- CDAO reviewed and discussed the list of upcoming projects to be tendered by IO for the next few years.

Meeting minutes and the CDAO revised workplan have been attached.

Strategic Opportunities Committee (SOC):

A SOC meeting was held on October 30, 2013. A copy of the agenda has been attached.

As mentioned in last month’s Memo, we expect this file to be more active in the next 6 months.

Action: For information only.
Attachments:

- OALA Letter Re: Site Plan Approval Report/Study (October 29, 2013)
- PWGSC Letter to Bill Birdsell (November 5, 2013)
- CDAO Letter to Minister Murray (November 15, 2013)
- CDAO Minutes and Workplan (November 15, 2013)
- SOC Agenda (October 30, 2013)
- DRAFT PACT Meeting Minutes (November 14, 2013)
October 29, 2013

J. William Birdsell, OAA President
c/o Adam Tracey, OAA Policy Analyst
111 Moatfield Drive
Toronto, ON M3B 3L6

Dear Mr. Birdsell:

RE: OAA's Site Plan Symposium

The Ontario Association of Landscape Architects (OALA) was pleased to attend the Site Plan Symposium, hosted by OAA on October 10, 2013 at the Design Exchange, Toronto. The Bousfields Inc. and Altus Group report, commissioned by OAA, “A Review of the Site Plan Approval Process in Ontario”, provides insight on how members of the development community in Ontario are impacted by Site Plan Control. The report launch event was very well-attended and served to gather interested and impacted parties together in a shared area of practice.

While I am sure you are well aware of the excellent work of Landscape Architects in the built environment, we are also very proud of our members excelling in the public sector in areas of policy and administration. As an association, we have a defined mission statement: “to promote, improve and advance the profession of landscape architecture and maintain standards of professional practice and conduct consistent with the need to serve and to protect the public interest.”

We are interested in opening a continued dialogue with you on this matter of common interest. The OALA would like to help promote the news about the OAA’s Review to our members. We would welcome the opportunity to be recognized by the OAA as a project stakeholder as your association begins strategizing as to the next steps in its continued work in the review of the Site Plan Approval process in Ontario.

Yours truly,
ONTARIO ASSOCIATION OF LANDSCAPE ARCHITECTS

Joanne Moran OALA, CSLA
President

cc: Ontario Association of Landscape Architects, Executive Committee
Ontario Professional Planners Institute: Paul Stagl, President
Andrea Bourrie, President Elect
C/o Mary Ann Rangam, Executive Director

Promoting, improving and advancing the profession of landscape architecture and maintaining standards of professional practice and conduct consistent with the need to serve and to protect the public interest.
5 November 2013

Bill Birdsell
President
Ontario Association of Architects
111 Moatfield Drive
Toronto, Ontario M3B 3L6

Dear Mr. Birdsell,

This is in response to your concern expressed in your letter of 22 October 2013 sent to the attention of Francine M. Boucher and with respect to Solicitation EP168-130975/A issued by Public Works and Government Services Canada (PWGSC) related to Departmental Individual Standing Offer (DISO) for general architectural services.

The referenced solicitation which has now closed (on 15 October 2013) invited architectural firms to submit proposals for standing offers for services for various buildings, renovations, extensions, fit-ups in the National Capital Area. It is important to note that the resulting standing offers are not to be used for projects located outside the National Capital Region which is within the provinces of Ontario and Québec.

As stipulated in the solicitation, the proponent must be authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work upon issuance of a call-up. If a proponent is licensed to practise in only one of the two provinces, then the proponent had to indicate in its proposal how it intended to meet the provincial requirements.

This directorate has been issuing DISOs for architectural services in the National Capital Area for over ten years with the above licensing requirements. The amount of competition due to the licensing requirements has not been an issue and for your information, we have received approximately 20 proposals in response to this solicitation. The number received has not decreased and is very similar to past solicitations.

PWGSC will continue with the evaluation of the proposals and appreciates your interest in this solicitation.

Yours truly,

[Signature]

Alain Dorion
Senior Director
Real Property Contracting Directorate

o.o.: Francine Boucher, Supply Officer, PWGSC

Canada
November 15, 2013

Hon. Glen Murray
Minister of Infrastructure
Minister of Transportation
Ferguson Block, 3rd Floor
77 Wellesley Street West
Toronto Ontario M7A 1Z8

Dear Minister Murray:

Thank you for taking the time to meet with our delegation representing the members the Construction and Design Alliance Ontario (CDAO).

We are following up with this letter to express some additional thoughts and recommendations.

**Bundling**

In the meeting you acknowledged that bundling has consistently come up as an issue in AFP projects and you are aware of the CDAO position. It is our understanding that there could potentially be some changes in this respect to the Eglinton Crosstown LRT project. While we are disappointed that neither Infrastructure Ontario nor Metrolinx are willing to unbundle this project through the RFQ process, we recommend to you that both the forthcoming RFP and contract stipulate the number and size of subcontracts that must be let to local consultants and contractors in the execution of this project.

Both Infrastructure Ontario (IO) and the Construction and Design Alliance of Ontario (CDAO) spent a great deal of time and effort establishing the six-point bundling criteria guidelines. With the exception of one test case, this document and the criteria contained within were never used again. It is CDAO’s recommendation that you, as Minister of Infrastructure, send this bundling document to all capital ministries and press for its implementation. We believe that it must be made clear to these ministries that the decision-making criteria contained in this document be used as the basis of all bundled decisions. We understand that IO does not always have the final decision-making power in the bundling of infrastructure projects. It is our strong belief however, that it is in the best interest of the citizens of Ontario that capital ministries use the same criteria in making decisions. To this end, we call on IO to fulfil its commitment to CDAO to work with us as partners as bundling decisions are made.
AFP Documents
Members of CDAO have suggested that the AFP template used for larger ($1B) projects is not suitable for use with projects that are an order of magnitude smaller (~$100M). We are asking that Ministry officials work with us to review potential alternative templates that can be used to create an efficient and effective tool to meet Ontario’s needs. This would avoid the bundling of projects simply to reach financial thresholds.

Pursuit Costs
In the AFP space, all of our members are experiencing prohibitive pursuit costs for projects. These costs not only threaten the sustainability of our members, they ensure that small and medium enterprises in the design and construction sector are unable to compete. The financial viability of the construction and design sector is in the best interest of Ontarians and we are requesting that your ministry, the capital ministries and associated agencies, such as IO and Metrolinx work with CDAO to investigate models that will focus on maintaining pursuit costs, and related compensation, at levels that will ensure the long term health of our sector, including the workforce.

Compliance
Another issue of particular concern for our industry involves our members’ experience with international companies that create compliance issues within projects. During our meeting we discussed specific examples of how local contractors are being forced to object to terms and conditions imposed by these firms that would risk the safety of employees, by compelling them to work under potentially noncompliant conditions. Situations such as these create safety, cost and scheduling problems. Since compliance is critical to the success of a project, we recommend that emphasis be placed on the successful production of compliance documents. This can be done by ensuring that the firm responsible for these documents is given the resources and time required for completion of comprehensive documentation. If documents are not complete and comprehensive it is highly unlikely that contractors, foreign or otherwise, will be able to comply with their statutory, regulatory and contractual obligations. We are asking the government to work with CDAO to develop and implement a process that will ensure compliance.

Innovation, Design & Value
You stressed during our meeting that the procurement process must have a mechanism to provide for long-term innovation that goes beyond that required to create time and dollar savings during the construction process; rather innovation that creates strategic cultural and commercial value and return on investment over the life cycle of the asset. Minister, in your words, “we have to reward good design ... and I am not sure how to do that in the AFP world.” While we have what we believe to be credible ideas, CDAO is aware that further discussion is required. We are eager to work with you and the Ministry to develop approaches to reward design and innovation both in situations where AFPs are used and where they are not used; knowing that while P3s provide a suite of solutions, these are not a panacea. We recommend that a government/agency/industry working group, tasked with the responsibility to produce a viable plan to achieve this important goal, be created.
Hon. Glen Murray  
November 15, 2013  
Page 3

We would suggest that your idea of designating signature projects is a good one to test the impact on value and long-term return on investment. This would likely result in a redefinition of "impact", "value" and "Return on Investment" (ROI) and result in an approach that asks the design and construction community to provide the best asset for a budget amount or asset cap, leading to the concept of lifecycle valuation. Signature projects might be more easily identified by the recommended working group using this approach. The success of these recommendations, and future recommendations of working groups, will be contingent upon being able to define and measure success. This requires complete transparency, allowing data to be shared. CDAO recommends that the Ministry and IO work with the industry to develop success metrics that go beyond 'on time', 'on budget' and define success in terms of lifecycle impact, value and ROI. Measuring success will require open sharing of data. This will lead to effective decision-making criteria. We must begin to think in terms of "starting with the end in mind".

These proposed efforts will produce the components of a scoring structure that is able to focus on strong compliance, quality design, innovation and lifecycle ROI parameters that address social, environmental and economic aspects of the quality of life of the citizens of Ontario. During our meeting you spoke about remarkable, visionary and aspirational assets. CDAO and its members are committed to partnering with your teams to achieve this vision.

Using this recommendation, we request that the Ministry allow us to focus on four issues in the short-term:

- Increase the honoraria for unsuccessful contractors and design firms.
- Streamline the AFP document template for smaller projects.
- Identify and move forward with a pilot project that tasks the design and construction community to provide the best asset for a budget amount or asset cap, promoting the concept of lifecycle valuation.
- Discuss with authorities infrastructure project lists, upon their release, to provide expert insight and advice to the government regarding the selection of appropriate project delivery models as is established practice in other jurisdictions.

We will provide you with solutions prior to the end of the year. We also respectfully request that you seriously consider the pilot project which take all of the issues discussed in this letter into account. In this project we will focus on quality, innovation and lifecycle ROI. The design component of this pilot will be awarded using the best practice in consultant selection “Qualifications Based Selection”, because, in your words, innovation starts at the design stage. The design can then be given to the consortia to give you the best asset possible for the budget. We believe that this approach represents the route to your vision; we merely need the vehicle to realize it.

CDAO is committed to working with government and its agencies to design and build infrastructure which serves, and provides value to, the people of this province.

Sincerely,

Clive Thurston  
Chair, CDAO
CDAO MEETING
MINUTES
November 15, 2013
CEO Offices

1. Attendance:

Attending:  Regrets:
Lee Weissling - OSPE  Mark Dietrich - OSPE
Geoff Wilkinson - ORBA  Stephen Sell - OEL
Patrick McManus - OSWCA  Richard Lyall - RESCON
Clive Thurston - OGCA  Joe Vaccaro - OHLA
Joe Accardi - OSWCA  Brian Tuckey - BILD
Barry Steinberg - CEO  Sharon Portelli - ARIDO
Steve Ness - SAC  Kristi Doyle - OAA
Sheena Sharp - OAA
Andy Manahan - RCCAO
Steve Coleman - MCAO
David Zurawel - CEO

2. Approval of Agenda:

- Meeting agenda was approved by the committee with two additional items for discussion:
  i. CDAO position on P3s under 7. Political Action
  ii. CDAO position regarding the CETA under 10. New Business

3. Approval of Past Minutes:

- Minutes from September 25, 2013 meeting were approved by the committee

4. Strategic Planning Session:

- The committee received the draft strategic planning document provided by Jack Shand
- Overall response to the report was very good with members remarking how the report was concise, focused and addressed the issues discussed during the planning session
- It was remarked how the draft report accurately reflected the nature of the alliance the CDAO has become over its short tenure

Going forward Issues:

- Discussing the draft report’s going forward issues, members agreed that the first three items all fit together
- It was agreed that a sub-committee would be struck to develop a working document addressing these items to bring forward to the group for further discussion
The subcommittee will be comprised of:
  - Barry Steinberg - Chair
  - Geoff Wilkinson
  - Andy Manahan
  - Steve Ness

The emphasis of the work of the subcommittee will be on establishing a legal framework for the CDAO.

5. Financials:

- The chair presented the member payment schedule and financial report.
- The OCUC is the only member still to contribute its payment, this is due to the annual changeover of its board of directors - payment is expected in the near future.
- The financial report reflects $12,905.32 in funds available for general operations.
- The chair brought to the group's attention two impending invoices:
  1. Jack Shand's fees for services relating to the strategic planning session and the subsequent report to the alliance - expected to be in the amount of approximately $4,500.00 + HST.
  2. Patrick McConnell's invoice for services relating to Procurement Day plus other CDAO-related activities - updating the alliance website and preparation of news releases.
- Member discussion reaffirmed the alliance policy that general operations are to be funded by member contributions reflected in the financial report and that a separate collection would be taken for special projects such as strategic planning and events.

6. Work Plan Review:

- Discussion of the work plan focused on a couple of key themes:
  
  **Joint Standard Practices Committee:**
  - Members agreed to the need for re-establishing the Joint Standard Practices Committee.
  - The first substantive meeting of the committee will take place in February, 2014.
  - Members were in agreement to the importance of the committee to the CDAO and how it is a potentially useful tool to realize its objectives.
  - CDAO needs to find a way to play a role on this committee.

  **BPSPD:**
  - Is being finalized by the government.
  - CDAO will be provided with a confidential copy of the document.

  **Project Bundling:**
  - Members discussed the recently released *County of Wellington Bridge Study* published by the Residential and Civil Construction Alliance of Ontario (RCCAO) and the Ontario Good Roads Association (OGRA) and authored by MMM Group Limited.
CEO is seeking to be included in any developments stemming from the publishing of the study because it will likely be directly impacted given that its author, MMM Group Limited, is CEO’s largest member company.

The OAA stated that Ontario universities are particularly upset with the province’s practice of using P3s and project bundling as the institutions claim to still have the “in-house” expertise and experience to complete such projects through more cost-effective traditional construction methods.

- OAA will be facilitating a meeting with Minister Murray for its university members to present their position.

Members discussed and were in agreement that CDAO must present a balanced position on AFP/P3s and project bundling and that it sought to project itself as the sober second thought on construction methods.

It was agreed among members that the CDAO position concerning AFP/P3s and project bundling needs to be better articulated, citing that it is not opposed to AFP/P3s and bundling, but rather these methods are one of a number of tools available to owners to complete a project and not a panacea for all infrastructure investment.

Members discussed their concern of the Infrastructure Ontario position that AFP/P3s can be widely applied to construction projects and that it has been branching out into the municipal sector, selling its experience to communities and thereby driving up the cost of construction when other more cost effective delivery methods are warranted.

It was discussed how MTO understands its own strengths as Design-Build experts and has gone out of its way not to work with IO or adopt its practices, keeping its project costs down by approximately 30% versus the AFP method.

CDAO members all agree that it is their responsibility as industry experts to be the “watch-dog” and to police when AFP/P3s are used and not used.

Members voiced their collective concern over IO’s avoidance of “testing” projects for suitability for AFP and bundling and how vital such evidence-based evaluation is and that it ought to be applied to every public project and include relevant stakeholder feedback—see 7.2.

7. **Political Action:**

7.1 **Eglinton Crosstown Project**
- An update from the government is expected soon pertaining to the re-evaluation of its protocols for including local firms.

7.2 **Meeting with Minister Murray**
- The letter following-up from the recent meeting with the Minister is near completion.
- The letter is to be amended to include a fourth “issue to be addressed in the short-term” concerning the construction industry being consulted by government when updated project listed are published by Infrastructure Ontario.

7.3 **Meeting with NDP Leader Andrea Horwath**
- A letter following-up from our recent meeting with the leader is to be drafted.
- The letter is to highlight the CDAO’s position concerning AFP, P3s and project bundling.
7.2 David Z. to revise letter for Minister Murray, obtaining input from Geoff W. and submit to OGCA for final CDAO letterhead format and electronic signature
OGCA to submit letter to Minister Murray’s Office before close of business Nov. 15, 2013

7.3 David Z. to draft letter to Leader Horwath

8. Sector Reports:

- It was discussed and agreed that Infrastructure Ontario’s increasing tendency for holding “meetings for the sake of meetings” must stop
- Alliance members also recognized that IO staff attending meetings with industry are increasingly more junior, raising concerns that IO leadership is attempting to disengage from industry leadership
- Promised meetings with senior IO leadership and the alliance, including Bert Clark, to discuss issues such as local knowledge, AFP and project bundling have not materialized


- OAA stated that it has established a protocol for licensing foreign-trained architects to practice in Ontario
- OSPE
- SAC stated its position that it intends not to allow any domiciled firm to gain an advantage over another

ACTION: CDAO to establish a sub-committee to engage other organizations with similar concerns
- Lead: OSPE

10. Next Meeting: December 20, 2013 - Holiday Lunch, Location: Canyon Creek
## CONSTRUCTION AND DESIGN ALLIANCE OF ONTARIO (CDAO) WORK PLAN

Updated: November 19, 2013

### PROCUREMENT

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>OBJECTIVE</th>
<th>ACTION</th>
<th>PARTICIPANTS</th>
<th>TACTICS</th>
<th>LEAD AGENCY</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Public Sector Procurement&quot;</td>
<td>1. BPSPD</td>
<td>1. Continue to meet with MGS and pressure for change and clarification</td>
<td>Lead: OAA &amp; OGCA</td>
<td>• Meetings, articles, etc.</td>
<td>Ministry of Government Services</td>
<td>1. Being finalized by gov’t &amp; to be shared w. CDAO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Procurement Practices</td>
<td>Lead: OGCA &amp; OAA</td>
<td>• Target problem buyers.</td>
<td>Other ministries as necessary</td>
<td>CONFIDENTIAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>All</td>
<td>• Plan strategy to deal with such owners</td>
<td>Public buyers association</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Follow-up on creating the Ontario Standards Practices Committee</td>
<td>Other public client groups</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. CDAO members share issues on Guide implementation with OAA and OGCA.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Re-establish Joint Standard Practice Committee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. First substantive meeting to be held Feb. ’14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Bundling &amp; AFP</td>
<td>1. Ensure appropriate guidelines and criteria are in place, ensure that IO adheres to these.</td>
<td>1. Identify supportive MPPs, MPs who will help us. Make the Gov’t understand that project bundling is not always the best option for the industry in Ontario.</td>
<td>Lead: Task Force</td>
<td>• Meetings</td>
<td>Ministry of Infrastructure</td>
<td>2. Study Complete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Study on Bundling Bridges in Wellington County. Andy will provide copy of DRAFT report when ready.</td>
<td>Lead: RCCAO</td>
<td>• Press</td>
<td>Ministry of Transportation</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Circulate latest reports and studies</td>
<td>Infrastructure Ontario</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Target Minister more and develop closer ties with his vision and exploit the opportunities he may provide.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Targeting the Crosstown project as an example of bundling gone wrong.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. CDAO to develop clear position on project bundling</td>
<td>Lead: CEO</td>
<td></td>
<td></td>
<td>3. In progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Vancouver Island O.A. Study released and has been shared with members and Government. ORBA working on a study.
<table>
<thead>
<tr>
<th>ISSUE</th>
<th>OBJECTIVE</th>
<th>ACTION</th>
<th>PARTICIPANTS</th>
<th>TACTICS</th>
<th>LEAD AGENCY</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Class EA</td>
<td>Improve application of an integrated Planning and Class EA process</td>
<td>Proposal on collector roads has been submitted to Min. of Environment, Allow for an exemption of Schedule A and A+ municipal projects</td>
<td>Lead: RCCAO</td>
<td>• Ministry of Environment</td>
<td>Holding</td>
<td></td>
</tr>
<tr>
<td>Water Opportunities and Water Conservation Act (WOCA)</td>
<td>Active Involvement in Regulations Development Process</td>
<td>Begin process to start a working group with MEA, AMO, ON Public Works Assoc. and ON Water Works Assoc. to develop regulations for WOCA. Not much progress reported.</td>
<td>Lead: OSWCA, RCCAO</td>
<td>Approach MOL on this issue</td>
<td>• Ministry of Environment</td>
<td>Negative</td>
</tr>
<tr>
<td>Endangered Species Act &amp; Fisheries Act</td>
<td>Work with government to ensure development of new regulations is reasonable and not overly onerous on the construction process.</td>
<td>Monitor developments and prepare recommendations if necessary. OCUC and OSWCA reported on a wind farm halted due to a turtle and increased awareness of species.</td>
<td>Lead: OSWCA, OCUC, OHBA</td>
<td>Watching Brief at this point?</td>
<td>• Ministry of Natural Resources</td>
<td>OHBA to advise</td>
</tr>
<tr>
<td>Excess Construction Soils/Materials</td>
<td>Develop beneficial reuse alternatives to simply excavating and disposing. Develop sector specific amendments to Best Management Practices. Create an independent review body for all legislative acts and regulations that would have an impact on the construction industry.</td>
<td>Compile information on best practices in other jurisdictions (e.g., CLAIRE in U.K.). Work to develop a model municipal bylaw. Richard Lyall to prepare history/information paper for CDAO.</td>
<td>Lead: RCCAO, RESCON, Steering Committee, OSWCA, ORBA,</td>
<td>Profile cost implications on infrastructure and other projects. Develop a proposal to take to government</td>
<td>• Ministry of Environment • Ministry of Natural Resources • Ministry of Municipal Affairs &amp; Housing • Premier’s Office • Ministry of Government Services • Infrastructure Ontario</td>
<td>Soil Matching service launched (Soll) COMPLETE</td>
</tr>
</tbody>
</table>
# Construction and Design Alliance of Ontario (CDAO) Work Plan

**Updated:** November 19, 2013

## Housing Affordability

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>OBJECTIVE</th>
<th>ACTION</th>
<th>PARTICIPANTS</th>
<th>TACTICS</th>
<th>LEAD AGENCY</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Plan Approval</td>
<td>Get rid of them or guidelines on what and when required. Compile real data to demonstrate variation across province and also true costs.</td>
<td>OAA Study being undertaking and will be shared with CDAO. Study will convey on economic impact and questioning purpose of specific processes. Sharp and Doyle to share material with CDAO when ready and CDAO to consider support as an industry.</td>
<td>Lead: OAA</td>
<td>Study almost complete. OAA organizing symposium in October to unveil study. Then follow up with Minister</td>
<td>• Ministry of Municipal Affairs and Housing</td>
<td>Sheena Sharp to update work plan</td>
</tr>
<tr>
<td>Mid-Rise Wood 6 Storey</td>
<td>Building Code to permit this. Industry needs technical solutions not political solutions. Identify ‘how this can work’ and education</td>
<td>Monitor Building Code amendments announced.</td>
<td>Lead: RESCON OHBA / BILD</td>
<td>Monitoring</td>
<td>• Ministry of Municipal Affairs and Housing</td>
<td>Sheena Sharp to update work plan</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Toronto Red Tape Report</td>
<td>How to get recommendations implemented in municipalities</td>
<td>R. Lyall to circulate Red Tape report. CDAO members to review, discuss and develop position. Done</td>
<td>Lead: RESCON &amp; RCCAO</td>
<td>Monitoring</td>
<td>• Ministry of Municipal Affairs and Housing</td>
<td>Richard to update work plan and report at next meeting</td>
</tr>
<tr>
<td>Housing Affordability Blueprint</td>
<td>Need to discuss whether we are looking at affordability of housing OR building affordable housing</td>
<td>CDAO will contact the new Minister of Municipal Affairs and Housing, Linda Jeffrey, to request a round table on housing affordability.</td>
<td>Lead: RESCON, OAA, OHBA</td>
<td>Roundtable with Minister</td>
<td>• Ministry of Municipal Affairs and Housing</td>
<td>Sheena Sharp to update work plan</td>
</tr>
</tbody>
</table>
## GENERAL CDAO PROJECTS AND OBJECTIVES

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>OBJECTIVE</th>
<th>ACTION</th>
<th>LEAD</th>
<th>TACTICS</th>
<th>LEAD AGENCY</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLAPP Transit Funding Fairness</td>
<td>Monitor</td>
<td>Get Joe Vaccaro to provide comments</td>
<td>Lead:</td>
<td>OHBA</td>
<td>Ministry of the Attorney General</td>
<td>Joe Vaccaro to update work plan and report at next meeting</td>
</tr>
</tbody>
</table>
Agenda

Meeting/Purpose
Strategic Opportunities Committee

Date/Time
October 30, 2013 3.00 pm to 5.00 pm

Venue
1 Dundas Street West, TORONTO 20th Floor - Granite Boardroom

Attending
Toni Rossi, Executive Vice President, Infrastructure Ontario and Infrastructure Ontario team meeting with representatives of:
Association of Registered Interior Designers of Ontario
Consulting Engineers of Ontario
Ontario Association of Architects
Ontario General Contractors Association
Ottawa Construction Association (representing Local Construction Associations)
Project Management Service Providers

Facilitator: Brian Watkinson, Strategies 4 Impact!

Dial In Coordinates
Long distance no.: 1-866-633-1033
Local Dial In: 416-212-8013
Conference ID: 1780541#

1.0 Agenda Review

2.0 Comments on Notes from May 30, 2013 meeting

3.0 Updated Vendor of Record Lists and Process
3.1 Update: VOR List for General Contractors
3.2 Update: VOR list for Consultants
3.3 Feedback/discussion re. Communication to potential vendors

4.0 Update: Working Group, Construction Cost Management
4.1 Status of communications, questionnaire
4.2 Planning for industry roundtable

5.0 Issues Register

54 Loring Crescent Unionville, Ontario L3R 0G2 tel. 416.409.7393 www.strategies4impact.com
5.1 OGCA re. Posting Bid Results Within 24 Hours of Close

6.0 Communication
6.1 IO and SOC Participation in Industry Events All
6.2 Communiqué re. Project Specific Supplementary Condition for Watkinson/All
Prime Consultant contracts re. space utilization

7.0 Status: IO Reference to CCDC 23 Watkinson

8.0 Strategic Opportunities
8.1 Status of process to be used for obtaining constructive Watkinson
feedback from industry re. experience with PMSPs
8.2 Discussion re. constructive feedback re. IO shift to VOR process All
(framing a process to collect constructive feedback for
consideration in ongoing evolution of IO procurement processes
per discussion at May 30 SOC meeting)
8.3 Discussion re. development of guidance for PMSPs in use of ARIDO/All
VOR lists. (For example, when might it be appropriate for the
Architect VOR to be used as compared to the Interior Design
VOR, etc.)

9.0 Other Business (from Agenda Review, Item 1)

10.0 Next Meeting – September 12, 2013 3pm to 5pm
Attendees

- Sheena Sharp (Chair)
- Chris Fillingham
- David Rich
- Tony Sproul
- Jerry Chlebowski (phone)
- Paul Hastings (phone)

- Adam Tracey
- Kristiana Schuhmann
- Marcia Cooper

REGRETS: Bill Birdsell

1.0 Committee Administration

1.1 Next Meeting

- A next date wasn’t identified, but there was consensus that it’s best held adjacent to the Council meeting (December 6th).

2.0 Urgent Input

2.1 Ontario Planning Act and Site Plan Approvals

Goal: to highlight concerns of members re: Lack of Public Value in SPA process.

- As opposed to asking for a planner exam, etc., ask province for a mechanism to track how quickly applications are going through the province. Tell province to look at our recommendations and implement guidelines.
- Adam questioned whether we also pursue Bousfield’s suggestion that the guideline could also “deal with the issue of [external] design”. The consensus was that we should.
- Tony asked who is enforcing the Act provisions, Sheena clarified it’s the OMB.
- Adam asked who else we need to share the study with and/or consult with. Chris suggested major developers. The group also suggested OALA, Planners, Engineers. Sheena noted that OSPE/CEO don’t seem to be interested. Adam inquired about non-profits/advocacy groups like the Canadian Urban Institute. The group agreed this was a good target.

TODO Items:

☐ Adam/Kristi to request a meeting with Minister Jeffrey
☐ Adam/Kristi to take a stab at drafting of design guidelines (Sheena believes some recommendations are contained in the Bousfield’s report)
☐ Adam to look into a list of organizations similar to the Canadian Urban Institute

2.2 2014 Symposium

- Council approved the request for a 2014 symposium at the November 7th Council meeting.
- Sheena noted that RESCON was very enthused with the SPA study, and wants to do a housing affordability report. BILD is also very interested in the housing affordability issue. Sheena suggested a meeting with Richard Lyall (RESCON) and Gary Switzer (BILD-GTA).
- Sheena raised an ideas/design competition to come out of the report. PACT did not determine a position on this.
- Tony raised whether this was within the scope of PACT.

TODO Items:
☐ Adam to investigate a meeting with Lyall and Switzer

## 2.3 “Design Blitz”

- Discuss formulation of OAA overarching policy about value of design to respond to Minister Murray’s request [held for next meeting]

**TODO Items:**

☐ Sheena (/staff) to develop a draft policy/submission for PACT to consider

## 2.4 Government Liaison/Conferences/Outreach

**Goal:** To deliver OAA messaging to key stakeholders groups

- PACT tentatively agreed to two general topics: SPA and Passivhaus.
- SPA would be pitched to the AMO, Canadian Urban Institute, and the Urban Land Institute.
- Passivhaus would be pitched to OHBA and OBOA.
- OGCA should also be asked whether they want a presentation from the OAA.

**TODO Items:**

☐ Adam to begin research/liaison on target conferences

☐ Engage OGCA regarding possible OAA presentation

## 2.5 Alternative Financing and Procurement (AFP)

- Eglinton-Scarborough Crosstown LRT item was folded into the larger AFP item (which was moved up).
- Sheena discussed bundling at Sheridan University, and how two identical buildings were built but one through traditional and the other through P3. P3 cost 30% more.
- Chris was asked for his position on P3s. He recognizes problems, but supports them noting that in its best years, the Ministry of Housing had $300-$400m/yr in capital infrastructure spending. One hospital couldn’t be built for that, so AFP/P3 is a necessity now.
- Jerry raised the point of the impact of P3s are on the profession of architecture.
  - It was suggested that this is the most punitive form of procurement.
  - Scope creep is a significant challenge. When scope changes, there needs to be a change to the architect’s fees to reflect the direction and workload.
  - IO fees are declining. Sheena notes that architects at the AFP roundtable said fees were OK. PACT members disagreed as to whether they were or weren’t.
  - Financing and construction risks should be separate.
  - Marginalization of architects was raised. It was suggested that the boat has already sailed on this point, and that architects are simply trying to stay on it.
- Sheena suggested the OAA has a position on P3s regarding value for Ontarians—that instead of 4 hospitals, you only get 3 through P3 process.
- Advocate for change in AFP at IO – A list of issues being developed for things the OAA could push to be improved at IO. PACT to discuss this list [Item was not discussed]

**TODO Items:**

☐ PACT to consider a position on the AFP/P3 process

## 3.0 Key Issues Under Development

### 3.1 PWGSC RFSO

- OAA drafted a letter to PWGSC (included in council package).
- RAIC will also be drafting their own letter.
### 3.2 CDAO

- Not discussed.

#### TODO Items:
- N/A

### 3.2.1 Procurement Day 2013

- Procurement Day on October 21st was well attended by industry. Paul, Sheena, Kristi and Adam were in attendance along with John Hackett (Pro-Demnity).

#### TODO Items:
- N/A

### 3.2.2 Broader Public Sector Directive

- Meeting with ADM Marian McDonald is pending.
- CDAO is gathering member feedback.

#### TODO Items:
- ☐ Consider obtaining feedback from Publicly Employed Architects (PEA) – carried from June 2013 meeting

### 3.2.3 SOC/VOR

- Kristi and Sheena attended a SOC meeting on October 30th.

#### TODO Items:
- N/A

### 3.3 Architects in Government Roundtable

- [No developments]

#### TODO Items:
- N/A

### 3.4 Fees for Architectural Services

- Fee meeting was held from 2pm-3:30pm, with two representatives from Shimmerman Penn and Jim McKee from RAIC. Meeting notes have been attached to the end of these meeting minutes.

#### TODO Items:
- ☐ Elaine and Amir will review the discussion and documents provided by RAIC and will return with a proposal to PACT at an unspecified time.

### 3.5 Housing Affordability

**Goal:** To promote members as experts in Affordable Housing

- 2 predominant sides to the issue: content and tools/political engagement. Also procurement.

#### TODO Items:
- ☐ PACT to consider these three objectives (content, tools/political engagement, procurement) and discuss/decide during the next meeting

### 3.6 Heritage List / Heritage Preservation and Act

**Goal:** to highlight member skills and value to the public, by advocating for improvements in Heritage regulation and support

- OAA to write a scope of work for what it takes to do post-disaster evaluation pending developments with FEMA.

#### TODO Items:
☐ Sheena to contact her cousin again for scope of work or a contact name at FEMA
☐ Investigate contacting FEMA to see if we can get their scope of work

### 4.0 Review of Quick Hits

#### 4.1 SDA Letter

- Following the invitation to the OAA, Sheena will attend a panel discussion on November 20 regarding the current and future issues facing the AED Industry.

**TODO Items:** N/A

#### 5.0 Review of Potential New Issues / Member Feedback

- [No developments]

**TODO Items:** N/A
Fee Study Meeting
November 14, 2013, 12-4pm

Attendees:
Sheena Sharp (Chair, PACT)
Chris Fillingham (PACT)
David Rich (PACT)
Tony Sproul (PACT)
Jerry Chlewowski (PACT)
Paul Hastings (PACT)
Jim McKee (Executive Director, RAIC)
Elaine Pantel (Shimmerman Penn)
Amir Fathollahzadeh (Shimmerman Penn)

Notes:

- Jim, Sheena and Chris discussed the 2 documents that were provided (Canadian Architectural Practices Benchmark Study; A Guide to Determining Appropriate Fees for the Services of an Architect)
- Elaine suggested a survey of what’s currently happening. Tony agreed, pointing out that the guide says approximately 5% for medium complexity $5-25M condos, but nobody in the GTA is getting more than 1%
- Jerry flagged public safety. Discussion usually surround competition being good, but we are approaching a dangerous point. David echoed that failing to provide for a living wage can compromise safety.
- Elaine proposes a 2-tier approach, one encapsulating the GTA and the other for the rest of Ontario. Tony notes that a living wage is very different from Toronto to Kingston.
- Paul notes that he has rates for principles, intermediate and junior from Standing Offer responses that he could make available.
- PACT agreed that it would be acceptable for the study to only cover Full Service Architecture to begin.
- Sheena also noted Pro-Demnity has data in aggregate that Shimmerman Penn may be able to independently analyze.
- Elaine stresses that it is very important to consider how to entice members how to participate
- Different ways of charging fees was briefly discussed, noting that Interior Designers charge per square foot (as do shopping centres). Condos are charged per unit.
- Jim suggests a tentative date to present or launch the study could be the RAIC National Festival, occurring May 28-31
- Elaine and Amir will review their discussion notes and the two documents provided and come up with something at an unspecified date.

TODO:
- Set up a meeting with Sheena, Chris, Byron (and perhaps Kristi) to discuss Pro-Demnity data related to this study
Memorandum

To: Council
Bill Birdsell  
Sheena Sharp  
Toon Dreessen  
Brad Green  
Evangelo Kalmantis  
Susan Lewin  
Wayne Medford  
David C. Rich  
Anthony Sproul

Robert Abrahams  
Jerry Chlebowski  
James Farrow  
Paul Hastings  
Namita Kanishkan  
Brian Luey  
Elaine Mintz  
Andre Sherman  
John Stephenson

From: The Interns Forum (TIF)
John Stephenson, Chair  
Yomna Anani  
Andrew Chau  
Derrick Lai  
Deo Paquette

David C. Rich  
Afsaneh Asayesh  
Christopher Couse  
Amy Norris

Date: November 22, 2013

Subject: The Interns’ Forum (TIF)

Objective:
To report and update Council with respect to TIF’s ongoing progress.

Background:
The fifth TIF meeting was held on November 21, 2013. Please see the attached Agenda (Appendix A).

The Committee teleconferenced with guest speaker, Leonard Kady, M. Arch., AIA, to discuss US Internship, the licensing process and the issues facing US Interns. These issues appear to be consistent with those experienced by Canadian Interns.

A Student Roundtable was organized, to gain feedback from students attending: Ryerson University, University of Toronto and University of Waterloo. The feedback was consistent, affirming the Committee’s identification of key issues facing students/Interns.

The committee was updated verbally on the results of The National Survey,- with an excellent response rate from over 900 interns and 450 practices. Currently the survey host is compiling the data for distribution. The OAA shall see information specific to Ontario which will be of great assistance to this Committee.

The Committee offered its feedback on the proposed paper topics for the Validation Conference 2014. This segued to an issues identification working session, with an emerging consensus and focus being distilled as the Committee paper to Council takes form.

Action:
To report and update Council on TIF.

Appendix A – TIF Agenda Meeting Five
ONTARIO ASSOCIATION OF ARCHITECTS

OAA THE INTERNS’ FORUM (TIF)

AGENDA

Meeting No. 005  Date: Thursday November 21, 2013
Meeting from 2:00 pm to 5:00 pm.
Working Lunch:  2:00 p.m.
PLEASE BRING YOUR LAPTOP / DEVICES

Location:  111 Moatfield Drive, Toronto, Conference Room

1. Recap of Meeting 004
   • Summary of Meeting 004 by Chair, John Stephenson

2. Meeting Notes October 22, 2013
   • Review of the Meeting Notes Meeting 004 October 22, 2013

3. National Update: Kristi Doyle
   • Update on National Survey distribution /
   • Validation Conference 2014 - Final Topics for Paper

4. Certificates of Practice Snapshot – Kim Wray
   • Snapshot of Certificates of Practice – Small Practices versus Large Practices

5. 3:10 pm to 3:30 pm - Teleconference with AIA Architect Guest Speaker, Leonard Kady, M.Arch., B.Arch., AIA (NY, & CT)
   Leonard Kady, M. Arch., B. Arch., AIA. (NY,CT,ME)
   • Attended and graduated from U of T Architecture (with Deo Paquette)
   • Graduate Associate with the OAA.
   • Completed his M.Arch. at Harvard University, has worked at B & H (CAN), Zelider/Roberts (CAN), SOM (USA) and Kohn Patterson Fox (USA).
   • Currently a Sole Proprietor in New York City – Manhattan
   • licensed in Connecticut, Maine and New York State.
   • Participates on the AIA Committee / Task Force (National level), focused on the Business of Small Practices.
   • As per OAA TIF discussions, the trending of Large Practices vs. Small Practices and nothing in between

Mr. Kady shall provide insight into the Intern’s issues in the USA / AIA’s system to assist the Committee with reviewing the US system of Internship / licensing

6. Working Session
   • Issues Identification

7. Next Steps
   • Homework Assignments
   • Due date is April 1, 2014 – therefore, must be complete by end of February, to be presented to Council at the March 6, 2014 meeting
8. **Next Meeting**
   - Propose dates – early January

9. **ADJOURNMENT**

* * * *
Memorandum

To: Council
  Bill Birdsell     Robert Abrahams
  Jerry Chlebowski  Toon Dreessen
  James Farrow      Brad Green
  Paul Hastings     Evangelo Kalmantis
  Namita Kanishkan  Susan Lewin
  Brian Luey       Wayne Medford
  Elaine Mintz      David C. Rich
  Sheena Sharp      Andre Sherman
  Anthony Sproul    John Stephenson

From: Robert Abrahams, Chair, Bylaw 1056-2010 Committee Task Group
      Sheena Sharp, Vice President, Strategic

Date: November 25, 2013

Subject: Bylaw 1056-2010 Committee / Toronto Harmonized Zoning By-law

Objectives:

To provide Council with a status update on the Toronto Harmonized Zoning By-law, Appeal to the Ontario Municipal Board, and work of the local Task Group.

Background:

Following a request from City of Toronto staff to meet and discuss the OAA appeal to the Ontario Municipal Board, the Task Group met in October to discuss refining their appeal and the notion of hiring a planner based on the recommendation of the legal counsel, Ron Kanter. The group agreed to break the individual components of the appeal into smaller working groups so as to provide detailed analysis and recommendations for the appeal and for the planner.

Mark Sterling, Principal of Sweeny Sterling Finlayson & Co Architects was chosen as the planner. He was particularly qualified as he is both a planner and an architect. Myself, along with staff and initial representatives of the group held an initial meeting with Mark on November 8th, and the group’s smaller analysis were rolled up into a comprehensive document which was provided to him on November 14th. Along with representatives of the group, I again met with Mark on November 16th to iron out any final details regarding the meeting with the City.

The meeting with the City was held on November 21, and was attended by myself and task group representatives Graham Smith and Monica Kuhn, as well as Mark (planner) and Ron (lawyer) who led the discussion. The City was represented by Joe D’Abramo (Acting Director, Zoning Bylaw and Environmental Planning), Thomas Wall and Ellen Penner (City Solicitors), and one of the City’s planners. The group has not yet discussed the next steps, but notes from this meeting (referencing some next steps) have been provided as an attachment.
Action:

For information only

Attachments:

Attachment A – Mark Sterling Letter to City of Toronto
Attachment B – City of Toronto Meeting Notes (email from Monica Kuhn)
Without Prejudice

Mr. Thomas H. Wall
Solicitor, Planning and Administrative Tribunal Law
City of Toronto Legal Services
Metro Hall, 26th Floor, Stn. 1260
55 John Street
Toronto, ON
M5V 3C6

Dear Mr. Wall and members of the City Zoning By-law team:

Re: Ontario Association of Architects
Appeal of City of Toronto Zoning By-law 569-2013

I have been retained by the Ontario Association of Architects (“OAA”) to provide expert land use planning support for the OAA’s appeal (“the appeal”) of certain parts of City of Toronto Zoning By-law 569-2013 (“the By-law”). I am a registered professional planner and a member of the Ontario Association of Architects.

The purpose of this letter is to assist in the discussion of the issues raised in the OAA’s appeal, and several others that have arisen through the OAA’s review of the By-law approved by Council, in a meeting with City staff which will take place on 19 November 2013. As a part of that discussion the OAA intends to propose a series of technical amendments to By-law 569-2013, the enactment of which could potentially resolve the appeal. These technical amendments are outlined in detail below.

The OAA’s appeal of Zoning By-law 569-2013 has been supported by much correspondence and a number of meetings with City staff. In this letter I will refer specifically to the 03 June 2013 letter from the OAA’s solicitor Mr. Ronald M. Kanter of Macdonald Sager Manis LLP to Ms. Frances Pritchard of the City’s Planning and Growth Management Committee regarding the appeal. This letter outlines a series of specific provisions of the By-law that form the basis of the appeal and reserves the right of the OAA to object to other provisions of the By-law which directly or indirectly, unnecessarily restrict architectural design solutions in the City’s Neighbourhoods.

My review of the By-law, the correspondence between the OAA and the City on the matter and my discussions with members of the OAA Task Group for the City-Wide Zoning By-law (“the Task Group”) lead me to conclude that the primary concerns of the OAA in this appeal are with potential “unintended consequences” of some of the provisions of the By-law
related specifically to the design of buildings in residential zones. One additional concern
regards municipal duplication of approval authority exercised by the Toronto Region
Conservation Authority.

Unintended consequences have been identified through detailed design testing carried out
by members of the Task Group. These tests raise concerns that the application of certain
provisions of the Bylaw individually or together on certain properties (particularly but not
exclusively within the former City of Toronto) may result in a built form that is not
compatible with the form, scale and character of existing nearby buildings.

In my professional opinion, such outcomes would not represent good planning and in some
cases would not conform to the Official Plan. Specifically, OP section 2.3 notes that
Neighbourhoods are stable but not static; and the diversity of Toronto’s Neighbourhoods in
terms of scale, etc. offers a choice of communities to match every stage of life and Section
4.5 recognizes that there may be more than one prevailing building type in
Neighbourhoods.

Other detailed design testing carried out by members of the Task Group has identified
certain provisions of the By-law that impose unnecessary restrictions on the creation of
what I would characterize as “invisible” floor space. The design tests carried out by the Task
Group members demonstrate that the creation of these “invisible” floor spaces, when they
are contained within built form that is otherwise permitted, create no identifiable undue
adverse impacts on adjacent properties, open spaces or the public realm.

The intention of the Ontario Association of Architects in the meeting with staff on 19
November 2013 is to assist the City of Toronto in the avoidance of the unintended
consequences that have been identified through the work of its Task Group by proposing a
number of technical amendments to By-law 569-2013.

Many of these amendments take the form of alternate means of compliance that would
involve relatively simple formulae for the translation of relevant existing adjacent or nearby
built form conditions onto a property subject to redevelopment or new construction in an
established stable Neighbourhood context.

Other proposed amendments seek to provide an appropriate amount of flexibility in future
built form outcomes so that a wide range of contextually sensitive design approaches are
available to residents and future residents of the City’s Neighbourhoods through the
services provided to them by members of the Ontario Association of Architects.

The proposed amendments to By-law 569-2013 identified specifically in the appeal letter
dated 3 June 2013 are as follows:

<table>
<thead>
<tr>
<th>Part</th>
<th>Provision Subject to Objection</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.10.40.70 (2)</td>
<td>Parts of a Building or Structure to which a Required Building Setback Applies</td>
<td>This provision should be amended to remove the reference to below grade elements. It should read: <em>Building setback requirements</em></td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Revisions</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td>10.5.40.10 (1)</td>
<td>Height determined to the highest point of the building</td>
<td>Needs to be more responsive to existing conditions throughout Toronto’s diverse Neighbourhoods and most importantly to the older downtown Neighbourhoods that are dominated by taller three storey structures. Such 3 storey structures would be effectively prohibited by the new By-Law as proposed. Revise clause (1) Maximum Heights to read: “The permitted maximum height for a building or structure on a lot in the R, RD, RS zone is the greater of: (A) the numerical value, in meters, following the letters “HT” on the Height Overlay Map and if the lot is in an area with no numerical value following the letters “HT” on the Height Overlay Map the value shall be 10.0 meters; or (B) the average Height of buildings or structures on lots immediately adjacent to the subject property that are within the same Residential Zone.”</td>
</tr>
<tr>
<td>10.5.40.40 (1)</td>
<td>Inclusion of Attic Space as Gross Floor Area (“GFA”) in a Residential Building Other Than an Apartment Building</td>
<td>This application of this provision can have the effect of unnecessarily discouraging the kind of steeply pitched roofs that characterize residential buildings found in many of Toronto’s best historical Neighbourhoods streets. The provision should be deleted as should references to it in 10.5.40.40 (5).</td>
</tr>
<tr>
<td>10.10.40.10 (2) 10.20.40.10 (2) 10.40.40.10 (2)</td>
<td>Maximum height of main walls</td>
<td>Delete these provisions and create one new provision that introduces conceptual angular planes to control the massing of residential</td>
</tr>
<tr>
<td>Provision Subject to Objection</td>
<td>Proposed Amendment</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>10.10.40.10 (6)</td>
<td>Amend provision as proposed to be responsive to diverse Neighbourhoods and Neighbourhoods with sloping topography.</td>
<td></td>
</tr>
<tr>
<td>800.50 (320)</td>
<td>In the By-law <strong>Gross Floor Area</strong> means the sum of the total area of each floor level of a <em>building</em> above and below the ground, measured from the exterior of the <em>main wall</em> of each floor level.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>“Gross Floor Area</strong> means the sum of the total area of each floor level of a <em>building</em>, above and below the ground, measured from the exterior of the <em>main wall</em> of each floor level minus the area of a void in a floor measured at each floor level where such a void occurs.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>It is possible that the terms “void” and “area of each floor level” or “floor level” may need to be defined in the By-law.</td>
<td></td>
</tr>
</tbody>
</table>
The provision should be revised to read:

*The permitted maximum height of the first floor is the greater of:*

- A) **1.2 m above established grade**; or
- B) **the average elevation of the first floor of buildings or structures on lots immediately adjacent to the subject property that are within the same Residential Zone.**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.10.40.70 (6) 5.10.40.80 (1)</td>
<td>Setback (.70 (6)) and Separation (.80 (1)) from the shoreline hazard limit or stable top of bank</td>
<td>These provisions apply to lands under the jurisdiction of the Toronto and Region Conservation Authority (TRCA), pursuant to the Province of Ontario Conservation Authorities Act, R.S.O. 1990 c.27, as amended. The provisions should be deleted in favour of reliance on the TRCA for the review of such matters, as was the practice prior to the enactment of By-law 569-2013. The TRCA has the full technical capabilities to analyze geotechnical engineering reports, including top-of-bank stability. There is no need for duplication of this responsibility.</td>
</tr>
<tr>
<td>10.10.40.30 10.5.40.20</td>
<td>Maximum Building Depth</td>
<td>Provide an exemption to the depth and length limits for detached houses providing the side yard setbacks for the portion of building beyond the limit are a minimum of 7.5m and the rear yard minimum setbacks are complied with. This would be similar to the provisions of former By-law 438-86.</td>
</tr>
<tr>
<td>10.5.40.20 (1)</td>
<td>Portion of Building to which Building Length Applies</td>
<td>Delete the “below ground” reference to the applicable main walls. Former By-law 438-86 (see definition of building depth), enabled residential underground basements from being exempt from</td>
</tr>
</tbody>
</table>
In my professional opinion, the amendments proposed by the OAA and its Task Group, if enacted by City Council, would result in better design solutions to the complexities of integrating appropriate and anticipated redevelopment in the City’s stable Neighbourhoods and streamline development application and approval processes city-wide.

It is my understanding that the Task Group is ready, willing, and able to assist City staff in the development of additional detail in support of the proposed amendments in pursuit of a settlement of the appeal on a without prejudice basis. As noted above, the primary goal of the Ontario Association in this matter is the creation of a Zoning By-law that will result in an appropriate degree of flexibility in future built form outcomes so that a wide range of contextually sensitive design approaches are available in the City’s Neighbourhoods.

Specifically, in my professional opinion, the proposed amendments will facilitate the creation of residential built forms that are highly responsive to: local site conditions; Neighbourhood context and character; and the environment by:

- Enabling the By-law to more effectively conform to the City’s Official Plan provisions regarding Neighbourhoods;
- Simplifying the residential height provisions of the By-law;
Allowing for contextually appropriate third storeys for both pitched and flat-roofed homes of both traditional and contemporary design;

Protecting the ability of Torontonians to build in established architectural styles;

Eliminating the sometimes overbearing and top heavy designs that were permitted by a combination of provisions of the former By-law 438-86; and

Eliminating duplication of the approval authority and technical capacity which already exists with the TRCA.

A corollary effect of the enactment of the proposed amendments to the By-law may be a reduction in potential Committee of Adjustment applications and the number of variances for which relief will need to be sought for residential projects.

As with previous correspondence the OAA reserves the right to object to other provisions of the By-law which directly or indirectly, unnecessarily restrict architectural design solutions in the City's Neighbourhoods that are not explicitly referred to in this without prejudice letter or in the meeting on 19 November 2013.

Respectfully submitted,

Mark Sterling

BES, B.Arch., OAA, MRAIC, MCIP, RPP
Principal
mark@andco.com

CC: Joe D’Abramo, City of Toronto Director Zoning By-law and Environmental Planning OAA Task Force
    Adam Tracey, OAA staff
    Ron Kanter, Macdonald Sager Manis
Hello all, the following is a quick record of the meeting with the City on Tuesday, November 19, 2013, with Ron Kanter, Mark Sterling, Bob Abrahams, Graham Smith, and Monica Kuhn (OAA), and Thomas Wall, Ellen?, Joe D’Abramo, ?, and Alan? (City Planning and Legal) present. Please review – I may have missed something:

1. **Application of building setback requirements** - below-grade: Joe said that making a change to a Part 5 item is a “non-starter” since it refers to all building types – not just residential. We would be better to make specific “exceptions” to this issue under “residential” in Part 10;

2. **Height** – discussion – City was interested in this concept; if averaging of adjacent building heights were to be used, how would these heights be determined accurately? Graham suggested that applicant would have to have the neighboring heights noted on their survey; if dealing with an old survey, then a surveyor would have to be hired to confirm these measurements only; the City was confused about why neighboring grade would be applicable to height determination;

3. **Attic GFA** – Joe said that this is an area of contention with councilors and community members, and they are adamant that GFA / FSI numbers should be retained; Bob explained how allowable GFA has been “down-zoned” in the new Bylaw, due to basement GFA and height restrictions, so why not allow GFA in attics to compensate?; Graham claimed that GFA does not necessarily affect volume; Joe answered that GFA does control volume, along with other measures, and that this is something that makes the community feel better; “neighborhoods lie in fear of inhabited attics!”; Graham suggested that definitions for attic space should be aligned with the OBC’s definitions of habitable area re. ceiling height and % of area with certain heights, which the City seemed to agree with; Joe said that the definition refers to interior height to “rafters” and that if there were collar ties or trusses in the roof space, the interior height / habitable space issue would not apply;

4. **Roof heights** – Joe admitted that the intention of the 10m roof height restriction was to ensure “2 storeys with a pitched roof”, and that they were trying to prevent “3 storey, flat roofed” houses; we asked what about the use of the attic as a 3rd floor under a sloped roof? – and all of the existing precedent houses in downtown that have exactly that?; Joe said that “they” (the community) did not like volumetric restrictions; Graham and Bob introduced the idea of angular planes on corners; Joe asked if we could work within the “language” of the existing Bylaw instead of inventing a new system?; Graham and Bob said that the City is consistently awarding modern, flat roofed buildings, and that “you cannot zone yourself out of good or bad architecture”, and that not only the modern, but also the heritage / traditional styles are being compromised by the Bylaw; Joe said that Council was unanimous in keeping strict requirements for infill housing;

5. **Voids & GFA** – how do you define it?; should it be defined for all building types?; Joe and Ellen suggested that we should work with the current definition of GFA, and then suggest an exception / exemption for residential and other building types; Joe admitted that the impact of
the definition on atriums “is a problem”; Joe asked for us to come back with examples of the “hardships” imposed by the way GFA is defined in the Bylaw;

6. **Established Grade** – Joe agreed that averaging of neighboring grades seemed a feasible approach;

7. **Underground space** – the City is looking into allowing some underground space beyond the depth / length (like 2.5m space under front porches); soft landscaping requirements would still govern; Joe says if anyone wants to create a parking garage under the backyard, they should go to CofA!; their concern is tree growth and water penetration – undisturbed landscape space;

8. **TRCA – 10m to top of slope** – under Zoning Bylaw 26-9, the City has to implement the requirements in the OP; they think that if you have TRCA approval / sign-off, you can use this to get your CofA approval for the 10m variance; this issue will be reviewed under another process within the next 4 years; apparently all parties concerned are happy with the current situation; Ellen said there are exemptions statements in the ByLaw;

9. **Change, in general** – Joe argued that it is hard for people to accept new concepts [ie volume vs GFA – even though North York and Etobicoke (?) use volume only], and this is why the existing / original restrictive measures were maintained in the new Bylaw; perhaps some of these “bigger changes” could be part of “phase 2”; we asked what are the objectives of the rate payer groups (CORA)?

10. **Other items to add to our list of Issues** – Graham suggested we should add “% of flat roof”;

11. **OMB Appeal** – Sandra Chan is case worker; 325 appeals – meetings till end of October; 37 categories of appeal; pre-hearing conferences with each category scheduled for first ¼ of 2014;

12. **Our point person** is Tom Wall for legal, and Joe and Ellen for responding to issues (additional language) raised during this meeting.

End

Monica Kuhn  
B.E.S., B.Arch, OAA, GRP  
monica@mekarch.ca

Monica E. Kuhn Architect Inc.  
www.mekarch.ca  
12 Sackville Place, Toronto, ON M4X 1A4  
Phone: 416-966-4411  
Fax: 416-923-0875
Memorandum

To: Council
Bill Birdsell
Jerry Chlebowski
James Farrow
Paul Hastings
Namita Kanishkan
Brian Luay
Elaine Mintz
Sheena Sharp
Anthony Sproul
Robert Abrahams
Toon Dreessen
Brad Green
Evangelo Kalmantis
Susan Lewin
Wayne Medford
David C. Rich
Andre Sherman
John Stephenson

From: Toon Dreessen
Chair, Communications Committee

Committee Members:
Pawel Fiett
Brian Luay
Wayne Medford

Date: November 25, 2013

Subject: Communications Committee Update

Objective: To provide an update on current and ongoing Communication activities.

1. OAA Website

Discover an Architect Search

Since the last update, the development of the New Discover an Architect Search test page has been completed. OAA staff has been testing the functionality and making revisions to the pages to ensure the Search process is clear and the tool is more ‘user friendly’. Some changes included adding instructional notes on the page and increasing the visibility of important functional elements. The Final test link will be released to the Communications Committee for review and testing the week of November 25. The New search function will be launched before the end of the year.

BLOAAG

The development of the BLOAAG is also now complete. OAA staff will begin testing the functionality over the next several weeks as well as finalizing the BLOAAG Terms of Service. The OAA BLOAAG is targeted for release to the membership in January 2014. A schedule of stories, images and quotes will be prepared to initially feed the BLOAAG and encourage participation.
CCAC – Procedures at a Glance

The CCAC Committee is currently in the process of reviewing and streamlining all of the documents to be included on the new page. Once complete, OAA staff will launch the revised documents page and new design.

Society Page

The new Society page is almost complete. OAA staff has been working on revisions to the interactive map and logos as well as finalizing the content for the Resources section. The new sections will be launched to OAA Members the week of November 25

Next Steps:

- Discover an Architect Search Launch [Target: December 2013]
- Launch of BLOAAG [Target: January 2014]
- CCAC Procedures at a Glance Launch [TBD]
- New Society Section [Launch Target: November 2013]

2. Public Awareness Media Relations Campaign Update

Kim Graham & Associates are working on the OAA 2030 Professional series background leading up to the January launch. Research and content information has been forwarded for plan development.

Site Plan Approval coverage continues through December to take advantage of the momentum created up to and during the release of the Site Plan Approval Process Study and the site plan symposium, October 10, at The Design Exchange.

kg&a have developed a plan for 2014 to roll out the presentations to three local chambers of commerce-type venues, as approved by Council in the spring. (See Appendix A for more information)

3. Twitter

The OAA Twitter account has been extremely active and receiving great responses on a daily basis. On average, there are about 5-10 Twitter accounts following OAA’s Twitter posts daily and this number is continuously growing. Currently, we have 1,705 followers, are following 845 members/organizations and have posted 2,067 Tweets. Our postings have doubled from the minimum of 3X daily to 5-8 per day, using scheduled tweets to spread out the messages.

We are bringing more awareness to events hosted/attended by the OAA by tweeting before, during and after. Our tweets incorporate images from events such as the Ontario Wood WORKS! Awards and the CUI Brownie Awards. There has been a great number re-tweets and interactions from these events especially the Ontario WoodWORKS! Awards and there has been positive feedback from our followers. We are also congratulating our members who have won awards and there has been a great response from our support.

We have also been engaging our followers in various discussions such as impacts to housing affordability in Toronto.

Please see example below:
Do you think revised parking requirements could impact housing affordability in #Toronto? bit.ly/HQERDn
Reply: CodeBlueWestTO @CodeBlueWestTO: @oaarchitects it would encourage more midrise buildings along avenues, so yes it would probably help with affordability.

4. OAA Perspectives Editorial Committee

The OAA Perspectives Editorial Committee will meet on November 28, 2013 to review the layout for the winter issue on “Architect’s Pastimes”.

OAA Perspectives Chair, Ian Ellingham, Vice President Communications, Toon Dreessen and OAA staff have reviewed the applications received for Membership on the OAA Perspectives Committee. In total 9 new applications were received. There are currently 3 openings on the Committee. See the Attached report (4.2.b) for the final recommendations for Committee appointments.

125th Anniversary Book

OAA staff have recently completed a detailed Sponsorship Prospectus (which outlines the different levels of sponsorship) to be used to secure additional funding for the 125th Anniversary Book. In May 2013, a Sponsorship Pamphlet was designed by book Publisher Donderdag. The Sponsorship Prospectus will be used as an insert to the Pamphlet. Please refer to Appendix B & C to view the Pamphlet and Prospectus.

Editor RFP, OAA Perspectives

The RFP for the Editor of OAA Perspectives is now complete and Council approved the re-appointment of Gordon Grice for a 3-year term. Council also approved the recommendation to invite Emily Waugh to act as a guest Editor on the Publication. Over the next week, OAA staff will meet with Gordon Grice to negotiate a new contract and contact Emily Waugh to confirm her interest in the role of guest Editor.

5. Profiles Directory

The final editing of the 2014 Profiles Directory is almost complete. The final proof revisions and mailing list will be submitted to Naylor by the end of November. The final publication will be published in late-December.

6. Honours & Awards Update

The 2014 Call for Entries for the OAA Awards program is now open. The submission deadline is January 27, 2014. The 2014 awards jury is almost finalized and will be announced in the December edition of e-bulletin.

Honours & Awards Committee Chair, Liza Medek, Vice President Communications, Toon Dreessen and OAA staff have reviewed the applications received for Membership on the Honours & Awards Committee. In total 4 applications were received. There are currently 2 openings on the Committee. See the attached report (4.2.a) for the final recommendations for Committee appointments.
7. Communications Strategy: 2013

The 2013 Communications Strategy focuses on implementing Council’s action items, and aligning programs to support the strategic direction including the public awareness campaign.

Communication Plans currently active:

Site Plan
OAA+2030 Professional Sessions
Conference 2014

Under Development:

2030 District
BLOAAG
Discover an Architect Feature (website)
OAA Building Revitalization
125th Anniversary Book + launch

Initiatives:
A series of Initiatives, see charts below, have been prioritized to move Council priorities forward.

<table>
<thead>
<tr>
<th>2013 NEW MAIN Initiatives</th>
<th>2013 Public Awareness Campaign: align</th>
<th>2013 Ongoing Projects:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAA+2030 Sessions</td>
<td>OAA+2030 Sessions</td>
<td>Awards Program</td>
</tr>
<tr>
<td>(Validation Conference 2014)</td>
<td>Validation Conference</td>
<td>Profiles Directory</td>
</tr>
<tr>
<td>Site Planning</td>
<td>Site Planning</td>
<td>OAA Perspectives Journal</td>
</tr>
<tr>
<td>Sustainability Award 2014</td>
<td>Fall media events- Site Planning Symposium; Local Presentations to Chamber of Commerce (*)</td>
<td>125th Anniversary publication</td>
</tr>
<tr>
<td>Presentation pkg for Business groups (*)</td>
<td>President Society Visits tour</td>
<td>Annual Report</td>
</tr>
<tr>
<td>Presentation pkg for school groups</td>
<td>Discover an Architect (practice, member profile promotion)</td>
<td>Website phase completion (discover an architect, OAA Blog)</td>
</tr>
<tr>
<td>2014</td>
<td>Local Presentations to Chamber of Commerce (*)</td>
<td>Local Presentations to Chamber of Commerce (*)</td>
</tr>
<tr>
<td>Validation Conference</td>
<td>125th Anniversary publication</td>
<td></td>
</tr>
</tbody>
</table>

8. Sponsorship

The template for the 2014 year-end sponsorship report which will outline the benefits and impacts received from sponsorship initiatives is being developed and will be reviewed by the
Communications Committee at the November 28 meeting. Once finalized, the report will be used by the Communications Committee to assess sponsorship opportunities as they arise year over year.

9. Ryerson App

Kevin Pu, key research assistant working under Professor Vincent Hui, is currently working on the Arch-App project. They have updated a new infrastructure for the Arch-App and have been beta-testing it with a smaller application on a smaller venue (St. Clair/Wychwood Barns). They would like to begin basic interviews with the architects. We are waiting to hear if they are looking to interview OAA Award winners, whose contacts we can provide, or if they are looking to arrange interviews for new projects. The TSA may also be able to assist with new project architects.

Communications Activities September 3 – October 25, 2013

<table>
<thead>
<tr>
<th>Annual Projects/Tasks</th>
<th></th>
</tr>
</thead>
</table>
| Conference 2014       | • Website information  
|                       | • Montreal promo and explanation for out-of-province: awareness  
|                       | • Tours Coordination  
|                       | • Keynote Speaker  
|                       | • Schedule  
|                       | • Site visit  
| Celebration of Excellence | • Master of Ceremonies selection  
| OAA Awards            | • Sustainable Award Administration  
|                       | • Call for Entries – post card, website & application forms  
|                       | • Planning and Refinements to program (Landmark & C&P)  
|                       | • Lieutenant Governor Award Coordination  
|                       | • Jury selection  
| Profiles Directory 2014 | • Editing  
|                       | • Coordination of Publication: articles, images & text & OAA ads  
| OAA Communications Planning | • OAA 2013 Plan  
|                       | • OAA+2030 Challenge  
|                       | • Public relations/Public Awareness planning 2013  
|                       | • Sponsorship: Perspectives Book 125th  
|                       | • 2030 Office Commitment  
|                       | • BLOAAG  
|                       | • Discover an Architect Feature (website)  
|                       | • OAA Building Revitalization  
|                       | • 125th anniversary book + launch  
| Media Relations       | • Media follow up (2)  
|                       | • Media Ops for experts (0)  
|                       | • OAA practices: event postings, news  
| Marketing Enquires    | • Directory request (0)  
|                       | • General marketing (2)  
| Public Enquires       | • Find an Architect (2)  
|                       | • Suppliers (5); Sponsorship Opportunities (0)  
| Advocacy/PR           | • Plan 2013/14  
|                       | • Ryerson follow up  
| Website Maintenance/Development | • News, Events  
|                       | • OAA+2030 new pages (registration, schedules)  


### Program and Services Communication Consultation

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Editing/review</td>
<td>• Letters (12)</td>
</tr>
<tr>
<td></td>
<td>• Profiles Directory</td>
</tr>
<tr>
<td></td>
<td>• Perspectives</td>
</tr>
<tr>
<td>Design and production</td>
<td>• Conference Ad (Profiles)</td>
</tr>
<tr>
<td></td>
<td>• OAA Christmas Card</td>
</tr>
<tr>
<td></td>
<td>• 125th Anniversary Sponsorship pkg</td>
</tr>
<tr>
<td>Committee Support</td>
<td>• Administrative support to OAA Perspectives, Honors &amp; Awards Task Group, Communications Committee</td>
</tr>
<tr>
<td></td>
<td>• Planning meetings: PACT</td>
</tr>
<tr>
<td></td>
<td>• Committee appointments / updates</td>
</tr>
<tr>
<td></td>
<td>• RFP Perspectives Editor – Interviews &amp; Administration</td>
</tr>
<tr>
<td>Internal/External Communications</td>
<td>• e-bulletin – member e-newsletter 2 issues (biweekly)</td>
</tr>
<tr>
<td></td>
<td>• this week – employee e-newsletter 4 issues (weekly)</td>
</tr>
</tbody>
</table>

### Sponsorship Summary

To date, the OAA has committed to the following Sponsorship:

**Total 2013 PR Opportunities Budget:** $27,178  
**Budget Spent:** $28,000  
**Current Budget (as of Oct. 21, 2013):** $-822

<table>
<thead>
<tr>
<th>Event/Initiative</th>
<th>Hosted by / Supporting</th>
<th>Date 2013</th>
<th>Location</th>
<th>$ Sponsored</th>
<th>Level / notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Symposium</td>
<td>OGCA</td>
<td>April 11 – 16</td>
<td>Toronto</td>
<td>$2,500</td>
<td>Bronze Sponsor (reciprocal)</td>
</tr>
<tr>
<td>2. Sustainable Design Awards</td>
<td>Sustainable TO</td>
<td>May – October</td>
<td>Toronto</td>
<td>$5,000</td>
<td>by students for students</td>
</tr>
<tr>
<td>3. Imagining My Sustainable City Exhibition</td>
<td>No. 9, and the TDSB</td>
<td>May 28 – June 7</td>
<td>Toronto</td>
<td>n/a</td>
<td>2012 budget allocation</td>
</tr>
<tr>
<td>4. Ontario Heritage Conference</td>
<td>OHA</td>
<td>June 6</td>
<td></td>
<td>$1,000</td>
<td>Booth</td>
</tr>
<tr>
<td>5. Waste Saver App</td>
<td>Construction Resource Initiatives Council</td>
<td>June</td>
<td></td>
<td>$2,000</td>
<td>(SBEC)</td>
</tr>
<tr>
<td>6. Brownie Awards</td>
<td>Canadian Urban</td>
<td>October 23</td>
<td></td>
<td>$5,000</td>
<td>Best Large Scale Project</td>
</tr>
<tr>
<td></td>
<td>Institute / Brownfields conference</td>
<td>Feb 2014 - October 2014</td>
<td>Toronto Peterborough Vancouver</td>
<td>$2,000 + $2,000 in kind</td>
<td>Aligns with OAA Perspectives Thom issue.</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------------</td>
<td>-------------------------</td>
<td>---------------------------------</td>
<td>------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Ron Thom Exhibit</strong></td>
<td>curator Adele Weder / The Ron Thom Project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Building 22 Carleton Publication</strong></td>
<td>Carleton U</td>
<td>September 2013</td>
<td>Toronto</td>
<td>$1,500</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Trevor Garwood Jones</strong></td>
<td>Rotary Club of Dundas</td>
<td>September 24, 2013</td>
<td>Dundas, ON</td>
<td>$1,000</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Nuit Blanche – Intern project</strong></td>
<td>OAA intern Team</td>
<td>October 2013</td>
<td>Toronto</td>
<td>$1,000</td>
</tr>
<tr>
<td>11.</td>
<td><strong>2013 Heritage Toronto Awards</strong></td>
<td>Heritage Toronto</td>
<td>October 15, 2013</td>
<td>Toronto</td>
<td>$3,000</td>
</tr>
<tr>
<td>12.</td>
<td><strong>2013 Ontario Wood WORKS! Award</strong></td>
<td>Ontario Wood WORKS!</td>
<td>November 13, 2013</td>
<td>Vaughan</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

**Sponsorship (from other budget lines)**

| 13. | **Venice Biennale 2014** | n/a – see note | $25,000 from Policy Contingency budget |

**Joint Sponsorship (from other budget lines)**

| 14. | **Renew Hamilton Learning Forum** | Hamilton Chamber of Commerce’s early fall 2013 | $1,500 | HBSA + OAA ($1500 + $1,500) |

**Action:**

For information only.
100 + 25 YEARS
OAA PERSPECTIVES on a quarter-century

Sponsorship Opportunities
This retrospective will focus on two issues: things that have remained the same, and things that have changed.

The year 2014 will be the 125th anniversary of the creation of the Ontario Association of Architects (OAA) – essentially representing the organization of the profession in the province.

For the centennial, a book documenting the first one hundred years was published. The twenty-five years following the centennial are documented on the pages of OAA Perspectives magazine, which has reflected the evolving issues concerning architecture and the ongoing interests of architects.

This retrospective will focus on two issues: things that have remained the same, and things that have changed. Such issues as globalization, technology, competition, and the changing needs and natures of clients have been explored in Perspectives over the years.

OAA Perspectives is an unusual architectural journal, as many of the issues focus not on the nature of architecture, but on the nature of architects. Such topics as pilgrimages, food, obsessions and architects’ representations in the movies and popular culture have rubbed shoulders with issues of urbanism, sustainability, and legal matters. It has all yielded a rich collection of material through which a quarter century of architectural viewpoints can be appreciated.
In 1989, the Ontario Association of Architects celebrated its centennial. In that same year, the Berlin Wall was demolished, the Worldwide Web was created and the space probe Voyager 2 passed Neptune and began its journey to the edge of our solar system. Perspectives – then termed “The Newsletter of the Ontario Association of Architects” – was two years old. A lot has changed in the past 24 years.

In 2014, the OAA will celebrate its 125th anniversary. To mark the occasion, OAA Council has approved a proposal by the OAA Perspectives Editorial Committee to create a book that will chronicle how architecture and architects have changed over the quarter-century since the centennial. The first century of the OAA’s history has been chronicled by Geoffrey Simmins in his book Ontario Association of Architects: A Centennial History, 1889–1989. The new book will continue where Simmins leaves off, but as a quarter-century reflection on architects and architecture, rather than a history, based on material drawn from past issues of Perspectives.

Since early 2012, the Editorial Book Committee has been occupied in reviewing past issues to bookmark interesting articles, identifying themes to be developed, enlisting contributors who may be able to reflect on past articles, and developing the sections themselves. It has now been confirmed that past issues of Perspectives are indeed a useful, rich and often entertaining insight into the profession over the past 25 years, highlighting things that have remained the same, and things that have changed, sometimes dramatically. More than anything, Perspectives essays reveal a complete spectrum of architectural reflections – at times, erudite, informative, thoughtful, insightful, touching, and very funny.

This process has been aided by another Editorial Committee initiative that has put all past Perspectives issues on the OAA website, providing ready access to material that could be previously located only in university libraries. The archive now consists of over seventy-five issues, with over 1,000,000 words of searchable text.

OAA Perspectives itself has also changed over the years, reflecting radical changes in communications technologies and in the increasingly collaborative nature of professional practice. Yet certain themes have persisted. In the “some things never change” category, Volume 1, number 1, examines the Toronto waterfront and the possible fate of the Gardiner Expressway.

In 2014, while the OAA celebrates its 125th anniversary, Voyager 2, according to most predictions, will have crossed the heliopause and will have entered its interminable voyage into interstellar space. What happens after that, no one can predict, but OAA Perspectives and NASA will keep you informed.

OAA Council has created the opportunity for architects to enjoy what will certainly be an entertaining and valuable resource, reference tool, marketing vehicle, memento, historical document and a really good read.
# Table of Contents

1. **A Vision of the Future**  
   Prince Charles and his architectural views, 25 years ago.

2. **Architects of Our Own Fortune**  
   The misappropriation of the title “Architect”

3. **The Architect as Superhero**  
   Architects as portrayed in movies, TV and stage plays.

4. **Mayhem and Architecture**  
   Architects as fictional villains.

5. **If Only Architects Lived in the Houses They Designed ...**  
   As a matter of fact, they often do.

6. **Back to the Drawing Board / Tablet / Touchscreen**  
   Has anyone seen my drafting pen?

7. **Ontario Places**  
   Buildings and spaces that architects love.

8. **Architects and the Community**  
   All for a good CAUSE.

9. **Architects’ Words 1**  
   Verbal communication and miscommunication.

10. **Architects’ Words 2**  
    Creative NonAction.

11. **Architects’ Drawings 1**  
    We draw to understand and to explain.

12. **Architects’ Drawings 2**  
    Is this how we see the world?

13. **Architecture and Food**  
    The menu is surprising.

14. **You’ll Never Guess What Happened**  
    Stories from the trenches.

15. **Vintage Architects**  
    Why do architects live so long?

16. **The Environment**  
    To build and protect.

17. **Preserving What We Have**  
    Architectural heritage.

18. **Two Architects Walk into a Re-Bar**  
    Architectural humour – a very short chapter.

19. **Once in a Lifetime**  
    Architectural pilgrimages + odysseys.

20. **Architects Always Wear Black**  
    And other myths.

21. **Architectural Excellence**  
    25 years of design awards.

22. **Concepts and Presentations**  
    The other architecture awards.

23. **Business Class**  
    Changes in the way architects work.

24. **Looking Back**  
    25 years of Perspectives, from newsletter to chronicle.

25. **Looking Ahead**  
    25 years from now.

## Acknowledgements and Sponsor Recognition

Please refer to insert for current Sponsorship Opportunities.

---

The Chapter breakdown as shown is for draft purposes only. Final content will be edited and re-arranged to present all material to best effect.
THE ONTARIO ASSOCIATION OF ARCHITECTS

The Ontario Association of Architects is a self-regulating organization governed by the Architects Act. The Association is dedicated to promoting and increasing the knowledge, skill and proficiency of its members, and administering the Architects Act, in order that the public interest may be served and protected.

Membership includes 3,242 licensed architects, 1,329 intern architects, and 756 associates (honorary, life, retired, student associates, Licensed Technologist OAA and non-practising). There are 1,471 architectural practices in Ontario.

OAA PERSPECTIVES

Written by architects, for architects (and the architecturally inclined), OAA Perspectives examines the culture, business practices, beliefs and preoccupations that drive the profession. We explore ideas, pose questions and reveal the unexpected delights that define what it means to be an architect in the twenty-first century. Our contributor base is in Ontario Canada, but our inspiration and themes are global.

OAA Perspectives is published quarterly, and is the official journal of the Ontario Association of Architects. Over 6,000 issues are distributed to architects, clients, allied professionals, government agencies, libraries and schools, as well as members of the public who are interested in understanding architecture and its creation.

SUBSCRIBE TO THE MAGAZINE

OAA Perspectives is available in hard copy, PDF and in Digital format. If you would like to subscribe to the magazine, e-mail Tamara King, Administrator, Web site & Communications at: tamarak@oaa.on.ca.

EDITOR
Gordon S. Grice

ADMINISTRATOR, WEB SITE AND COMMUNICATIONS
Tamara King
e: tamarak@oaa.on.ca

EDITORIAL COMMITTEE
Ian Ellingham, Chair
Bill Birdsell, Council Liaison
Cathy Capes
Herb Klassen
Tom Leung
Rick Mateljan
Christopher Moise
Lucian Nan
Anthony Provenzano
Greg Reuter
Barbara Ross
Natalie Tan
Alexander Temporale

REGULAR CONTRIBUTORS
Mary Ellen Lynch Comisso, Toronto;
Amanda Fraser, London, uk;
Debbie Friesen, Toronto;
Enrol Hugh, Hong Kong;
Evangelos Kalmantis, Windsor;
David Parker, St. Catharines;
Gary Pask, Toronto

FOR FURTHER INFORMATION
Contact the Administrator, Website and Communications, Ontario Association of Architects (OAA)
111 Moatfield Drive
Toronto, Ontario M3A 3L6
t: 416.449.6898
f: 416.449.5766
e: oaamail@oaa.on.ca
w: www.oaa.on.ca
SPONSORSHIP OPPORTUNITIES + BENEFITS

We are proud to offer you a chance to sponsor the OAA 100 + 25 years book. In 2014, the OAA will celebrate its 125th Anniversary. To mark the occasion, the OAA Perspectives Committee has created a book that will chronicle how architecture and architects have changed over the quarter-century since the centennial. The first century of the OAA’s history has been chronicled by Geoffrey Simmins in his book Ontario Association of Architects: A Centennial History, 1889 – 1989. The new book will continue where Simmins leaves off, but as a quarter-century reflection on architects and architecture, rather than a history, based on material drawn from past issues of OAA Perspectives. Don’t miss the opportunity to be featured in a publication that will be an entertaining and valuable resource, reference tool, marketing vehicle, memento, historical document and really good read.

<table>
<thead>
<tr>
<th>Sponsor Benefit</th>
<th>Platinum</th>
<th>Gold</th>
<th>Silver</th>
<th>Bronze</th>
<th>Supporter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$5,000</td>
<td>$3,000</td>
<td>$2,000</td>
<td>$1,000</td>
<td>$500</td>
</tr>
<tr>
<td>Sponsor logo in the book</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Sponsor recognition in OAA e-newsletter (distribution 5,000+)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Invitation(s) to launch event</td>
<td>(4)</td>
<td>(2)</td>
<td>(1)</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Sponsor recognition at launch event</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Sponsor thank you at launch event</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complimentary copy of the publication</td>
<td>(2)</td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sponsor recognition in OAA Annual Report 2014</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

Contact
Marcia Cooper, Communications Specialist, OAA: marciac@oaa.on.ca or 416.449.6898

www.oaa.on.ca
Memorandum

To: Council
Bill Birdsell
Jerry Chlebowski
James Farrow
Paul Hastings
Namita Kanishkan
Brian Luey
Elaine Mintz
Sheena Sharp
Anthony Sproul

Robert Abrahams
Toon Dreessen
Brad Green
Evangelo Kalmantis
Susan Lewin
Wayne Medford
David C. Rich
Andre Sherman
John Stephenson

Toon Dreessen, Vice President Communications

Committee Members:
Brian Luey
Wayne Medford
Pawel Fiett

Date: December 5, 2013

Subject: UPDATE: OAA Panel Discussions in Local Markets with Society Partners
Public Awareness Campaign, Kim Graham & Associates

Objective: An Update on the 2014 Presentations

Background:

**OAA Panel Discussions in Local Markets with Society Partners**
Originally scheduled for fall 2013, the Site Plan Symposium together with follow up media interest and coverage became an extended priority. kg&a recommended the Panel Discussions be rescheduled for early 2014.

In February, March and April 2014, the OAA will hold a pilot project during which the architectural community, via local Chambers of Commerce and local architectural societies, will discuss how architecture is an economic driver and distill to business how to do procurement.

This initiative will take the form of a series of events/panel discussions with local society partners in Ottawa, Kitchener and Hamilton. In all three locations, we will select a unique venue and three to five speakers.

We will communicate to the media that architecture and architects are an economic driver. Speakers and local examples will be used to illustrate this message. As a way to tie the discussion back to hiring an architect, we will distill information on procurement to the business community attendees. The overarching theme that will be communicated throughout is the value of architecture and architects to society.

The target market of this initiative are the members of local Chambers of Commerce, however, we also wish to engage media to carry the message to a broader local demographic.
**Ottawa**

**Date:** February or March 2014 (Exact date expected TBC week of December 2nd)

**Location:** Ottawa Convention Centre (TBC)

**Event Type:** Breakfast or lunch

**Partner:** Ottawa Chamber of Commerce

**Chamber of Commerce Contact:** Kenny Leon, Senior Manager Communications

**Chamber Sponsorship Fee:** N/A

**Panelist Examples (TBC in conjunction with communications committee):**

- Patrick Kelly, President and CEO of the Ottawa Convention Centre (will report on numbers resulting from new building)
- Richard Brisbin of Brisbin Brook Beynon Architects (BBB Architects)
- Ryan Stec - Artistic Director of Artengine
- Toon Dreessen, Farrow Dreessen Architects Inc.,

**Kitchener**

**Date:** March 2014 (Exact date TBC week of December 2nd)

**Location:** Perimeter Institute (TBC)

**Event Type:** Lunch Event

**Chamber of Commerce Partner:** Kitchener-Waterloo Chamber of Commerce

**Chamber of Commerce Contact:** Heather Hutchings, Manager, Partnerships and Special Projects

**Chamber Sponsorship Fee:** $2,500 (towards outreach to business community, internal communications, to support event planning)

**Panelist Examples (TBC in conjunction with communications committee):**

- Bill Birdsell- President OAA, Owner at J. William Birdsell Architects
- Jaime Van Dyk- Partner at WalterFedy Architects
- Saucier + Perrotte, Designed first phase of the Perimeter Institute
- Teeple Architects, Designed second phase of the Perimeter Institute
**Hamilton**

**Date:** April 2014 (Exact date expected TBC week of December 2nd)

**Location:** Hamilton Club, Treble Hall (TBC)

**Event Type:** Evening/Hors D'oeuvres

**Partners:** Hamilton Chamber of Commerce & Renew Hamilton

**Chamber of Commerce Contact:** Keanin Loomis, President and CEO

**Chamber Sponsorship Fee:** $2,000 (towards outreach to business community, internal communications, to support event planning)

**Panelist Examples (TBC in conjunction with communications committee):**
- Jack Diamond – Diamond Schmitt Architects
- Drew Hauser – Principal with McCallum Sather Architects
- David Premi – Principal David Premi Architects
- Louise Dompierre - Art Gallery of Hamilton President and CEO (art gallery just announced a major renovation)
- Michael Lee Chin - business magnate, investor, and philanthropist

Following the Communications Committee review, kg&a have been requested to:

**Further Develop:**
1. Topics (ideas for each venue: local issues, see original outline attached)
2. Timing of Event (breakdown of allotted time)
3. How do the local architectural societies (mentioned in the attachment) fit into the plan?
4. Budget item list (no numbers): honorarium for panelists, presentations, a/v, etc.

**Items for further discussion:** (next Comm Comm meeting, date tbc)
- Carefully manage how we fit into each of the audiences (business + public)
- Structure of each will be important
- Topics need to lead to further discussion (not a one off event)
- Promotion plan for the events
- Maximizing exposure for OAA: Promotion of OAA/OAA materials at each event

**Comments/notes from the Committee**

**Format:**
- If a panel format is used, the time allotted for the event needs to be determined and evaluated – 45 minutes not enough time for panel
- A couple of hours would be time for a discussion as well as questions. Longer time than originally thought (e.g. 45 minutes), may positively impact audience attendance
- Option: more to the point: panel of 2 people, two times, consecutive meetings (total 4 people), long breakfast or long lunch meeting

**Topics:**
- Economic drivers/issues need to be flushed out for each location/presentation (economic issues, linked to Site Plan Approvals or Elliot Lake issues could be assessed for each location and audience, if applicable).
- Broad theme: the value of architecture and architects to society

**Promotion for the events**
- Plan to be developed

**Action:** For information, no action required
Memorandum

To:   Council  
   Bill Birdsell   Robert Abrahams  
   Jerry Chlebowski   Toon Dreessen  
   James Farrow   Brad Green  
   Paul Hastings   Evangelo Kalmantis  
   Namita Kanishkan   Susan Lewin  
   Brian Luey   Wayne Medford  
   Elaine Mintz   David C. Rich  
   Sheena Sharp   Andre Sherman  
   Anthony Sproul   John Stephenson

From:   Susan Lewin, Chair, Sustainable Built Environments Committee

Date:   November 25, 2013

Subject:   Update from the Sustainable Built Environments Committee

Objective:   To provide Council with an update on the Committee’s activities.

Background:

Since the last meeting, Sustainable Built Environments Committee (SBEC) has continued to primarily focus on the Toronto 2030 District and on the Sustainable Perspectives Issue.

SBEC Terms of Reference

- As the existing Terms of Reference for SBEC were targeted towards the establishment of the Committee and have not been updated since, SBEC has revised its Terms of Reference and asks for Council approval of the new document.

2030 Districts / 2030 Toronto District

- Sheena Sharp, Adam Tracey and I attended a meeting with representatives of Sustainable Buildings Canada (SBC) and the Building Owners and Managers Association of the Greater Toronto Area (BOMA Toronto). This founding partners meeting discussed next steps for the District, the draft Charter, and agreed that a MOU should predate the Charter signing.
- Jeff Ranson (Interim Executive Director) has drafted a MOU, and the OAA has returned comments for his review. A final has not yet been circulated.
- The intended date for the signing is December 4th during Construct Canada at the BOMA Toronto booth. This date would coincide with the International Architectural Roundtable.

SBEC Committee Members

- Having reviewed the applications received, SBEC has issued recommendations elsewhere in the Council package.
SBEC Website Pages

- As reported in the last Council memo, page reviews remain stable. Case Studies continue to be the primary focus. A new Case Study has been identified, and Kristiana Schumann continues her outreach to identify and secure new projects. In this light, a call for case study submissions will be put out in an upcoming e-bulletin.
- Content is continuously being refreshed and posted as committee members send in their recommendations.

Sustainable Design Excellence Award (SDEA)

- Upon their request, the sample energy modeling report made available by LEED will be provided to the Honours and Awards Committee for use with the awards page/application form.

Sustainable Perspectives Issue (Fall 2014, featuring the SDEA)

- Authors were provided feedback during and after the SBEC meeting of October 28th on recommended revisions/additions to their proposed articles. Authors have been asked to make the suggested edits and propose or provide accompanying images by the internal deadline of December 12th. This will give ample time to identify any additional requirements and to perform the appropriate level of internal editing.
- As previously mentioned, any excess content may be used in an additional Perspectives magazine or will likely be posted on the SBEC website.

Actions: Council to consider approving the new SBEC Terms of Reference.

Attachments:
- Revised SBEC Terms of Reference
- SBEC Meeting Minutes (October 28, 2013)
The Committee believes the OAA must show strong leadership on this issue and suggests the OAA develop a Mission Statement to reflect this.

Terms of Reference (Revised December 2013)
OAA Sustainable Built Environments Committee

Overarching Committee Objectives and Goals:

The OAA’s Sustainable Built Environments Committee was established to serve in an advisory role to the Council of the OAA regarding matters of sustainable design and environmental issues as they relate to the design industry and building industry. The Committee defines, analyses, reviews and assesses areas which the OAA can focus on in order to demonstrate leadership from the architectural profession.

Committee Mandate:

The Committee will achieve its overall objectives through the following initiatives:

1. The OAA has adopted the 2030 Challenge. In so doing the OAA and profession will strive to achieve a higher level of awareness of as well as action around climate change and the environmental movement. The Committee will continue to advocate for the goals of 2030 challenge, and may use the programs and resources of the 2030 Challenge as tools for change.

2. The Committee will work to provide greater clarity around the issue of sustainable built environments as well as a set of guiding principles and/or policies for the architectural profession to follow.

3. The Committee will define options for Council’s consideration relative to advancing the principles and goals around Sustainable Built Environments by developing member knowledge, skills and understanding of sustainable design as related to all aspects of the architectural profession.

4. The Committee will work with other OAA Committees and Task Groups in order to initiate a culture of consciousness about Sustainable Built Environments into the work that each Committee/Task Group is undertaking, and to assist in identifying OAA standard documents, forms, checklists and resources that require updating with the necessary elements to deal with sustainable design.

5. The Committee will develop a strategy to communicate, advocate and promote the guiding principles of Sustainable Built Environments to OAA members, local societies, government, and client groups. Messaging will be consistent, however tactics and focus will vary based on the audience being targeted.

6. The Committee will identify barriers and/or disincentives to achieving certain aspects of Sustainable Built Environments that may be implemented by other organizations,
including various levels of government, and consider ways in which those issues can be influenced by the profession in a proactive manner.

7. The Committee will liaise with other professions and organizations with common interests and goals in promoting Sustainable Built Environments.

**Committee Membership:**

The Committee is comprised of:

*1-2 Members of Council*
*1 minimum of 4 Members at Large*
*1 Representative from each of the Schools of Architecture*
*Industry representatives/resources as deemed appropriate*

The Chair is appointed annually by the members of the Committee.

Support to SBEC to be provided by OAA Staff.

**Term on Committee:**

In accordance with the OAA Council Policy on *Appointments to Committees and as Representatives to Outside Orgs.*, members are appointed to serve for a term of three years. An individual may be appointed for a maximum of two consecutive terms.

Committee members who miss three consecutive meetings, without just cause, will be asked to step down from the Committee.

Members of the Committee will be appointed by OAA Council and vacancies on the Committee will be advertised to the membership via e-bulletin. Attempts will be made to ensure a good cross section of architects based on practice size, industry sector of employment, experience relative to sustainable design, etc.

**Reporting to Council:**

Regular reporting between the Committee and the Council will occur during scheduled meeting and will be facilitated through the Councillors appointed to the Committee. Those Councillors will be responsible for bringing items forward to Council for their approval as appropriate.

**Budget:**

The annual Committee budget will be set by Council as approved in the OAA Annual Budget.

**Meetings:**

Meetings will be held 6 to 8 times per year, or as otherwise deemed necessary.
Meetings of the Committee can be held via conference call or electronically if appropriate to do so.
OAA Sustainable Built Environments Committee
Meeting Agenda
October 28, 2013, 8:30am to 10:00am
CS&P Architects, 2345 Yonge Street, Suite 200, Toronto, ON M4P 2E5

Attendees:
Susan Lewin, SBEC Chair
Sheena Sharp
Gillian Haley
Gyana Meera (via phone)
Mark Gorgolewski
Richard Williams
Adam Tracey, OAA Staff
Kristiana Schuhmann, OAA Staff

Paul Dowsett (attempted to call in)
Shelagh McCartney (attempted to call in)

Regrets:
Lou Ampas
Dan Harvey (via phone)
Terri Boake
Ted Wilson (via phone)

<table>
<thead>
<tr>
<th>Time</th>
<th>Lead</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:30-8:35</td>
<td>Susan Lewin</td>
<td>Intro/Welcome</td>
</tr>
<tr>
<td>8:35-8:55</td>
<td>Adam Tracey</td>
<td>Committee administration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Attendance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Consideration of new members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Identify UOT School of Architecture rep</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Discuss revised Terms of Reference</td>
</tr>
</tbody>
</table>

- Discussion of the OAA Council policy which limits consecutive missed meetings to no more than 3.
- Discussion over number of Council members needed for SBEC. Reduced from the current requirement of 3 members to 1-2 (standard). Susan will not be running for Council.
- Susan will apply to join the committee as a non-Councillor for 2014. Richard announced he will re-apply to SBEC.
- It was noted by Mark that his term should have been up. Committee decided that Mark and Terri’s terms will be up in 2014.
- Candidate selection: Of 3 applicants for SBEC, Loghman Azar chosen as preferred candidate.
- Discussion if Danny Harvey can act as UOT rep, even though not in architecture department. Clarified that while Danny acts as a defacto representative, the SBEC Terms of Reference requires someone from the School of Architecture.

- **TODO:** Susan and Richard to submit applications for committee vacancies
- **TODO:** Adam to contact Lou to ask if he is re-applying for SBEC
- **TODO:** Adam to contact UOT to see if they can recommend someone for SBEC
- **TODO:** Adam to contact members who have missed more than 3 meetings
- **TODO:** Kristiana to find out if Loghman has applied for other committees
- **TODO:** Adam/Kristiana to refresh Terms of Reference
### 8:55-9:20

<table>
<thead>
<tr>
<th>Susan Lewin</th>
<th>Perspectives Edition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adam Tracey</td>
<td>- Discuss submissions</td>
</tr>
<tr>
<td>Kristiana Schuhmann</td>
<td>- Prioritize articles</td>
</tr>
<tr>
<td></td>
<td>- Images</td>
</tr>
</tbody>
</table>

- Discussion to keep quality of article professional, but also of interest to the public who comprise 40% of the readership.
- Deadline of December 12 given for article first drafts with 2-4 sourced high-quality images.
- Perspectives article discussion
  - Condense 2030 articles into two: 1) Introduce categories 2) Focus on commitment/district. Mark also noted the “2030 Palette” (list of tools to achieve 2030) as well as “2030 Materials”
  - Energy modeling article (Sheena): More focus on EU/NA models and integrate role of codes
  - Green Evolution (Gyana): More NA focus (less BREEAM, more BOMA). Include Energy Star + Passiv Haus. Target for draft should be less than 1000 words
  - Sustainability Definition article (Danny): To be put in beginning of issue, needs to be edited down. Danny can do this for the deadline of December 12th
  - Carbon Neutral Design (Terri): Condense intro and reduce duplications of 2030 information
  - The Way Forward (Ted): Introduce concrete examples of projects and community engagement, and emphasize quality of environments
  - Heritage article (Gillian): Decide if focus is on heritage (post-war) or the built environment heritage. Coordinate the elimination of any overlap with Terri’s article. 401 Richmond was flagged as a possible example for this article. Sheena noted that this could be two articles: heritage and adaptive reuse (this discussion was parked). All agreed that this is a critical article
  - Urban sustainability (Shelagh): Emphasize the value of urban environments. Suggestion that the article should also cover what’s currently happening
  - Future of Sustainability (Susan): Will coordinate with Shelagh to reduce any duplication
  - OAA building article: Emphasize process
  - Thermal performance article: Edit to be more journalistic and less academic (technical). If possible, article is relevant.

- TODO: Adam to follow up with Ted, Terri, Danny and Paul (status of articles)

### 9:20-9:25

<table>
<thead>
<tr>
<th>Kristiana Schuhmann</th>
<th>Website updates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Website statistics</td>
</tr>
<tr>
<td></td>
<td>- Content refresh</td>
</tr>
</tbody>
</table>

- Kristiana provided an update regarding website statistics.

- TODO: All members to continue to send specific articles and resources of interest for website
- TODO: Kristiana to post booklist as soon as web-developer has completed template
- TODO: Kristiana to discuss web metrics with Tamara and get clarification
<table>
<thead>
<tr>
<th>Time</th>
<th>Presenter</th>
<th>Topic</th>
</tr>
</thead>
</table>
| 9:25-9:35 | Kristiana Schuhmann | **Fact and Myth Series (carried from last meeting)**  
- Determine topics  
- Assign Writers |
|          |           | • Series put on hold until January, after Perspective articles submitted. |
| 9:35-9:45 | Kristiana Schuhmann | **Case Studies update**  
- CS&P confirmed participation in a winter case study (North Toronto Collegiate Institute Redevelopment).  
- Next meeting: review submission requirements for case studies and possibly reduce. |
|          |           | • **TODO**: Kristiana to put out a “call for submissions for case studies” in next e-bulletin  
• **TODO**: Kristiana to confirm coolearth’s participation in a winter case study |
| 9:45-9:50 | Kristiana Schuhmann | **Sustainable Design Award of Excellence (SDEA) update**  
- Sample energy modeling report requested |
|          |           | • **TODO**: Kristiana to give Honours + Awards copy of LEED sample Energy modeling report for awards webpage, but will also accept other formats such as Passiv Haus, with same level of detail |
| 9:50-9:55 | Susan Lewin, Sheena Sharp | **2030 Districts update**  
- Upcoming meeting with BOMA  
- Discussion with BOMA over Toronto 2030 District to be held later today. |
| 9:55-10:00 | Paul Dowsett | **Innovation Park Design Charrette update**  
- Update held for next meeting. |
Memorandum

To:       Council
           Bill Birdsell                  Robert Abrahams
           Jerry Chlebowsiki             Toon Dreessen
           James Farrow                  Brad Green
           Paul Hastings                 Evangelo Kalmantis
           Namita Kaniskhan               Susan Lewin
           Brian Luey                    Wayne Medford
           Elaine Mintz                  David C. Rich
           Sheena Sharp                  Andre Sherman
           Anthony Sproul                John Stephenson

From:     Susan Lewin, Chair, Sustainable Built Environments Committee

Date:     November 27, 2013

Subject:  Update on the Toronto 2030 District (SBEC)

Objective: To provide Council with an update on the Toronto 2030 District.

Background:

During the November Council meeting, Council approved the OAA signing on as one of the founding partners for the Toronto 2030 District as well as $15,000 startup funding.

A meeting of the founding partners was held on November 13, where the organizational structure, charter, and signing ceremony were discussed. While the charter allows any party to “terminate this Charter upon notice to the other party in writing, such termination to be effective (7) seven days after receipt of such notice”, concern was expressed as to any one organization being left holding the responsibility.

To resolve this issue, a Memorandum of Understanding (MOU) was proposed, and has subsequently been drafted by Jeff Ransom, the Interim Executive Director. The draft MOU was commented on by myself, Sheena Sharp, and members of OAA staff. A final copy which incorporates the proposed revisions has not yet been distributed by Ransom.

The proposed signing date of the Charter is December 4 at the BOMA Toronto booth at Construct Canada. While Sustainable Buildings Canada and the OAA have agreed on the date, we await confirmation from Building Owners and Managers Association (BOMA) Toronto.

Action:    For information only.

Attachments:

- Proposed Toronto 2030 District Charter
- Meeting Notes (November 13, 2013)
- Draft copy of MOU (with OAA markup)
**Architecture 2030**

Architecture 2030 is a non-partisan, non-profit organization developing Building Sector solutions to the global energy and climate crises.

2030’s mission is to rapidly transform the built environment from the major contributor of greenhouse gas (GHG) emissions to a central part of the solution to the climate and energy crises. Architecture 2030 pursues two primary objectives:

- the dramatic reduction in global fossil fuel consumption and GHG emissions of the built environment by changing the way cities, communities, infrastructure, and buildings, are planned, designed, and constructed and;
- the regional development of an adaptive, resilient built environment that can manage the impacts of climate change, preserve natural resources, and access low-cost, renewable energy resources.

Architecture 2030 works to identify and encourage professional, institutional, and grassroots momentum around meeting the 2030 Challenges for:

- Buildings through targeted reductions in fossil-fuel consumption for all new construction, developments and major renovations by 60% today, progressing incrementally toward carbon neutral by the year 2030; and,
- Planning by achieving a 10% reduction standard for water consumption and transportation emissions, progressing incrementally toward 50% by the year 2030.

Cities are poised to lead the 2030 Challenge movement through legislation, municipal incentive programs, professional education and community efforts.

**2030 Districts**

Across the United States, 2030 Districts are being formed to meet the energy, water and vehicle emissions targets called for by Architecture 2030 in the 2030 Challenge for Planning and Buildings.

2030 Districts are unique private/public partnerships, where property owners and managers come together with local governments, businesses, and community stakeholders to provide a business model for urban sustainability through collaboration, leveraged financing, and shared resources. Together they develop and implement creative strategies, best practices and verification methods for measuring progress towards a common goal.

First established in Seattle by Brian Geller, 2030 Districts are at the forefront of national grassroots efforts to create strong environmental partnerships, coalitions, and collaboration around ambitious yet achievable, measurable goals.
Architecture 2030
2030 Districts®
Charter Agreement
with
Sustainable Buildings Canada,
Ontario Association of Architects,
and
Boma Toronto
for license to establish a
Toronto 2030 District

This Charter Agreement, dated December 1, 2013, is made by Principal Sponsor, Sustainable Buildings Canada, and Co-Sponsors, Ontario Association of Architects and Boma Toronto ("Sponsors") non-profit corporations organized under the laws of Ontario, Canada, for license to establish the Toronto 2030 District with 2030, Inc. / Architecture 2030, a 501(c)(3) not-for-profit corporation organized under the laws of New Mexico, USA.

1. WHEREAS the mission of Architecture 2030 is to pursue the dramatic reduction in global fossil fuel consumption and GHG emissions of the built environment by changing the way cities, communities, infrastructure, and buildings, are planned, designed, and constructed and; the regional development of an adaptive, resilient built environment that can manage the impacts of climate change, preserve natural resources, and access low-cost, renewable energy resources, and;

WHEREAS Sponsors desire to support Architecture 2030’s mission in its local geographical area and Sponsors are duly authorized to enter into this Charter Agreement and thereby establish the Toronto 2030 District project;

NOW THEREFORE, Sponsors, in accepting this Charter from Architecture 2030 does hereby acknowledge and agree as follows:

a. This Charter Agreement shall only apply to Sponsors as it relates to the establishment by Sponsors of the Toronto 2030 District project.

b. The Toronto 2030 District project subscribes to a mission which is compatible with that of the missions Architecture 2030 and 2030 District, their values and principles, and to develop, manage and maintain programs and services within a defined service area that are at all times in keeping with these missions.

c. Sponsors shall establish and maintain an Advisory Board/Committee for the Toronto 2030 District project that fairly reflects the demographic of property owners and managers, developers, local government, business, design professionals, utilities, and community leadership of the geographic area of Sponsors.

d. Sponsors shall establish the Toronto 2030 District project to meet or surpass the energy, water and vehicle emissions reduction targets called for by Architecture 2030 in the 2030 Challenge for Planning.

e. Sponsors shall notify Architecture 2030 in writing if Sponsors’ Toronto 2030 District project decides to end its relationship with Sponsors.

f. Sponsors shall ensure that the local director for the Toronto 2030 District project is always identified by a
title that directly associates the local director with the 2030 District (e.g., “Director, Toronto 2030 District”). The Director may also have other titles under the Sponsors’ organizations.

g. Sponsors shall establish and maintain a financial management system that complies with Generally Accepted Accounting Principles, and that include adequate internal control systems.

h. Sponsors shall timely share with Architecture 2030, Toronto 2030 District documents, reports, best practices generated and lessons learned.

i. Sponsors shall timely share with Architecture 2030 the geographic boundaries of the Toronto 2030 District project service area.

j. Sponsors and/or the established Toronto 2030 District shall participate and cooperate fully in regularly scheduled 2030 District conference calls and summits conducted by Architecture 2030 to further the collective effort of 2030 Districts, which shall not be unreasonably scheduled or taxing on the individual 2030 Districts.

k. Sponsors shall contribute to raising the visibility of the work and impact of 2030 Districts by clearly and consistently conveying that the Toronto 2030 District project is part of a larger 2030 District collaborative effort through use of the Toronto 2030 District Logo provided by Architecture 2030, and through appropriately descriptive language and text.

At a minimum, the Toronto 2030 District Logo will be placed on the following items used by the Sponsors on behalf of the Toronto 2030 District project:

- Stationery
- Business cards
- Email signatures
- Website (linked the 2030 District National Website)
- Newsletter, whether printed or electronic
- Annual report
- Informational brochures

This Charter hereby grants Sponsors a revocable license to use the 2030 District service mark on the Toronto 2030 District project only and in accordance with the guidelines and graphic standards prescribed by Architecture 2030 and outlined in the 2030 District Brand Manual as revised from time to time, as shall be made available to Sponsors by Architecture 2030. Sponsors acknowledges that the 2030 District service mark and brand are important assets and agrees to use them as prescribed by Architecture 2030. Sponsors Logo may also be included on the material above where deemed appropriate.

l. Sponsors shall notify and work collaboratively with Architecture 2030 when engaging in fundraising with national funders. Architecture 2030 shall fundraise with national funders to support the 2030 District Network and provides funding guidance for additional funding opportunities for the Toronto 2030 District.

2. Architecture 2030 may provide the following benefits to the Toronto 2030 District project:

a. Technical support and related services;
b. Toronto 2030 District website link on the national 2030district.org website domain;
c. Access to national partners and related services;
d. Fundraising guidance;
e. Participation in any Architecture 2030 sponsored conference calls, summits, webinars and capacity building workshops;
f. 2030 District publications and other available information; and,
g. Such other Architecture 2030 and 2030 District resources as may be available from time to time.

3. Either party, for whatever reason, with or without cause, shall have the right to terminate this Charter upon notice to the other party in writing, such termination to be effective (7) seven days after receipt of such notice.

4. If Architecture 2030 dissolves, Sponsors claims the right to continue the Toronto 2030 District project in accordance with and in the spirit of this Charter.

5. This agreement does not create a partnership, joint venture, agency relationship or franchise between Architecture 2030 and Sponsors. Sponsors shall have no power to obligate or bind Architecture 2030 in any manner.

6. This Charter is the complete agreement between the parties with respect to the subject matter herein and this Charter supersedes any previous understanding, oral or written, between the parties and respecting such subject matter. Any amendments changes, waivers, discharges or releases of any provision of this Charter shall not be valid unless in writing and signed by an authorized representative of each party.

In agreement to the foregoing:

**Principal Sponsor, Sustainable Buildings Canada**

By:  
Mike Singleton, Executive Director

**Co-Sponsor, Ontario Association of Architects**

By:  
Kristi Doyle, Executive Director

**Co-Sponsor, BOMA Toronto**

By:  
Chris Conway, President, Chief Staff Officer

**Architecture 2030**

By:  
Edward Mazria, Chief Executive Officer

By:  
Vincent Martinez, Director of Research and Operations

**Toronto 2030 District Representative**

By:  
Jeffery Ranson, Director
MEETING SUMMARY

2030 District Founding Committee Meeting

**Time:** Wed, Nov 13, 2013 – 9:00 am  
**Location:** CS+P Architects - 2345 Yonge, Toronto, ON M4P 2E5 - Suite 200

**Attendees:**  
Susan Lewin, OAA  
Sheena Sharpe, OAA  
Adam Tracy, OAA  
Bob Bach, SBC  
Jiri Skopek, SBC  
Nabila Alibhai, Ryerson  
Jeff Ranson  

**By Phone:**  
Chris Conway, BOMA Toronto  
Bala Gnanam, BOMA Toronto

1. UPDATES

Jeff described the recent conversations with Architecture 2030 regarding signing the District Charter. Arch2030 is satisfied that the participation of all three organizations and the inclusion of a minimum of 5 buildings from 5 different owners demonstrates sufficient support to proceed with signing the charter. A draft charter was sent for Review.

The OAA board voted on and passed their commitment to support the 2030 District to the amount of $15,000.

BOMA’s executive committee has been given the Toronto 2030 District feasibility report and is reviewing it. Chris believes that they will be able to support the initial phase and $15,000, but need more certainty regarding future expectations and the ability to ensure long term sustainable funding.

2. FOUNDING PARTNERS MOU

It was discussed and decided that an MOU between the founding organizations should be prepared and signed prior to signing the 2030 Charter. The MOU should outline:

- Nature of the partnership between the organizations
- Role of the partners in the organizational structure of the Toronto 2030 District
- Duration of the partnership
- Evaluation milestones for extending the partnership
Financial commitments to the District
Definition of the role as “Sponsor” of the District as it relates to the charter
Obligations to support the District
Protocol for ending the partnership

This MOU will be prepared and distributed for review within one week.

3. SIGNING THE CHARTER WITH ARCHITECTURE 2030

It was discussed if it is feasible to sign the charter during Construct Canada the Week of December 2, 2013, or whether it was preferable to wait until after a full advisory board was struck, long term funding committed, and a number of buildings signed-up.

There are minimal concerns around liability to Arch2030 once the charter was signed as there is no legal commitment or financial obligations to Arch2030. 7 days written notice is all that is required.

Concerns around the commitments between the partners outside the scope of the 2030 Charter should be addressed through the MOU.

The primary point of debate centres on whether:

   a. Signing the charter demonstrates a level of commitment that helps attract funding, participants and partners, or;
   b. Signing the charter and failing to secure long term funding is a significant risk including the optics toward the founding partners?

Consensus seems to be that the MOU details should be worked out first then signing the charter in December can be reevaluated, however some initial preparations should be taken to ensure that it will be possible to sign the Charter in December if desired.

4. CHANGES TO THE DRAFT CHARTER

It is preferred that all founding organization be listed as “Sponsors” the definition of which will be outlined in the MOU. Wording that refers to the conditions of the MOU should be included in the charter.

Clarification should be sought on the branding requirements of the founding partners.

5. LAUNCHING THE DISTRICT

The preferred option is to launch the District with the signing of the Charter by the executive directors of the 3 founding organizations and Jeff, the acting ED of the District at Construct Canada. We would likely do the signing at the BOMA Booth. OAA and BOMA will speak with their PR teams to explore options for publicizing the signing.
6. RECRUITING BUILDING OWNERS

The initial goal is to look for opportunities to align with BOMA BEST program to request if certified buildings would be willing to share data with the 2030 District. Bala believes that BOMA can get at least 5 buildings to sign up quickly. Aligning BOMA BEST targets with 2030 District targets will be a longer discussion that has to include BOMA Canada.

7. ADVISORY COMMITTEE

As per the conditions of the charter, the 2030 District will need to establish an independent advisory committee for the District. The guidance from Arch2030 is 50% building owners, developers & Managers, 25% professional services (Architects, energy service providers etc…), and 25% community partners (Gov, Academia, NGO). There is a lot of interest and a number of candidates. The challenge will likely be keeping the committee to a manageable size. Specific candidates need to be identified and a selection/invitation process needs to be determined.

It is recommended that sub-committees and working groups should also be created to increase to scope of engagement.

The founding partners will also participate in a smaller executive committee that is more directly involved in the execution of the District strategy.

8. FINANCIAL PAYMENTS

SBC will be managing the 2030 district funds. Bob indicated that SBC has experience managing separate banking for external projects as it does for the iSBE Canada team.

Adam indicated that OAA would prefer a single payment to SBC for their contribution to District Start-up costs rather than ongoing invoicing.
Memorandum of Understanding: Founding Partnership for the Toronto 2030 District

Parties:
Building Owners and Managers Association of Toronto
Ontario Association of Architects
Sustainable Buildings Canada

Sustainable Buildings Canada (SBC), Building Owners and Managers Toronto (BOMA Toronto), and Ontario Association of Architects (OAA), have agreed to enter into a partnership to form a 2030 District within the City of Toronto (the District). This Memorandum of Understanding (MOU) between the Parties sets forth the basis on which this partnership will operate.

2030 Districts are unique private/public partnerships involving both public and private entities, where property owners and managers come together with local governments, businesses, and community stakeholders to provide a business-economically viable model for urban sustainability through collaboration, leveraged financing and shared resources. Together they develop and implement creative strategies, best practices and verification methods for measuring progress towards a common goal.

The terms of this MOU are as follows:

1. For purposes of this MOU, each founding organization will be an equal Partner in this endeavour.

2. The Partners will operate on an equal basis for all aspects of the District, including financial and other contributions. Decisions will be made by consensus or by a simple majority. Each Partner will be represented by a person designated by their organization.

3. For purposes of the general public, Architecture 2030, and all future members and participants in the District, the Partner organizations will be deemed to be Sponsors of the District. In the event that other organizations are accepted as Partners, this designation can be changed to “Founding Sponsors” at the sole option of the original Partners.

4. The role of Sponsors will generally be as defined in the 2030 Charter. This may be varied by a decision of the Partners.
5. Partner designates will constitute the Board of Directors of the District until such time as the Partners agree to expand this Board. In the event that an Executive Committee is formed to expedite the business of the District, the Partners will be members of this committee.

6. The Partners will each sign the 2030 Charter, constituting the agreement between the District and Architecture 2030.

7. The 2030 Charter includes the ability of either party, including the District or Architecture 2030, to end the Charter on 7 days written notice. In the unlikely event that this should occur, or for any other reason, any Partner may choose to terminate their participation in the District through this agreement by providing 60 days written notice to the other Partners, to permit an orderly reorganization to occur. There is no commitment to return any funds contributed by the departing Partner.

8. The Partners hereby agree to assist in developing promoting and encouraging the entry of participants into the business and activities of the District through their networks and contacts, and in other ways deemed appropriate or significant.

9. As the District develops, it is anticipated that there will be a number of committees formed, and both the mandate and membership will be at the discretion of the Board. The structure of the District may include the chair of each committee having a seat on the Board of Directors, and this will be determined by the Partners.

10. The Partners hereby agree to each contribute the sum of $15,000 in cash to enable the District to begin operations. It is expected that the further contributions will not be required, however in the event that further interim is deemed necessary, the Partners will agree on the amount, the timing, and the conditions applied to these contributions.

11. The Partners will measure the success of the District in meeting its objectives through membership counts, financial viability, scope and breadth of reporting, and such other metrics as the Partners determine would be useful and important.

12. The Partners will select an individual who will function as the Manager of the District. The Partners hereby agree that this individual will be Jeff Ranson.

13. When and if appropriate, SBC will take on the fiscal management of the District including holding a separate bank account, and will provide regular financial reports to the Partners. SBC will receive no compensation for this, unless agreed to by the Partners.

14. The Partners will ensure that nothing that they do will create a future obligation for any partner(s) to assume financial or organization responsibility for the program. This will be achieved by securing operating funding for the program from other sources.
Memorandum

To: Council
Bill Birdsell        Robert Abrahams
Jerry Chlebowski  Toon Dreessen
James Farrow       Brad Green
Paul Hastings      Evangelo Kalmantis
Namita Kanishkan  Susan Lewin
Brian Luey         Wayne Medford
Elaine Mintz       David C. Rich
Sheena Sharp       Andre Sherman
Anthony Sproul     John Stephenson

From: Evangelo Kalmantis, Vice President, Statutory Activities
Date: Wednesday November 20, 2013
Subject: Update of Activities in the Office of the Registrar

Updated Statistics are for period October 24, 2013 through November 20, 2013

<table>
<thead>
<tr>
<th>Licences</th>
<th>Total Members</th>
<th>3547</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes Architects On Leave</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Includes Licensed Technologist OAA</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>Includes Non-Practising Architect</td>
<td>43</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applications for Licence</th>
<th>Applications rec’d</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes ITP</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licences Approved</th>
<th>Total Approvals</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Time Applicants</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>*inclusive of First Time Applicants total</td>
<td>First Time Applicants ITP</td>
<td>0</td>
</tr>
<tr>
<td>Reapplications</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Reinstatements</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Non-Practising Architect</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Lic.Tech. OAA</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Reciprocal</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Inter-Recognition</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Exemption Request</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>BEFA Certification</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Applications approved for January licensure</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificates of Practice (C of P)</th>
<th>Total C of P</th>
<th>1660</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes Lic.Tech. OAA</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applications for C of P</th>
<th>Applications rec’d</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>C of P Approvals</td>
<td>Total Approvals</td>
<td>14</td>
</tr>
<tr>
<td>New ON</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>New USA</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Count</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>New other Provinces</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>New Lic.Tech. OAA</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Changes to existing practices</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Reapplications</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Reinstatements</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Activated</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Temporary Licence (Sect 24)</strong></td>
<td><strong>37</strong></td>
<td></td>
</tr>
<tr>
<td>Temporary Applications</td>
<td><strong>0</strong></td>
<td></td>
</tr>
<tr>
<td>Temporary C of P (Sect 23)</td>
<td><strong>35</strong></td>
<td></td>
</tr>
<tr>
<td>Temporary Cof P 23 Applications</td>
<td><strong>0</strong></td>
<td></td>
</tr>
<tr>
<td>Intern Architects</td>
<td><strong>1421</strong></td>
<td></td>
</tr>
<tr>
<td>Includes Interns On Leave</td>
<td><strong>14</strong></td>
<td></td>
</tr>
<tr>
<td>Intern Applications</td>
<td><strong>12</strong></td>
<td></td>
</tr>
<tr>
<td>Student Associates</td>
<td><strong>199</strong></td>
<td></td>
</tr>
<tr>
<td>Student Associate Applications</td>
<td><strong>11</strong></td>
<td></td>
</tr>
</tbody>
</table>

Current membership - 3547

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>April</th>
<th>June</th>
<th>September</th>
<th>October</th>
<th>November</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>3339</td>
<td>3437</td>
<td>3447</td>
<td>3524</td>
<td>3542</td>
<td>3547</td>
</tr>
</tbody>
</table>
### Current practices - 1660

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>April</th>
<th>June</th>
<th>September</th>
<th>October</th>
<th>November</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1584</td>
<td>1611</td>
<td>1609</td>
<td>1642</td>
<td>1652</td>
<td>1660</td>
</tr>
</tbody>
</table>

![Bar chart showing current practices](image)

### Interns – total 1421

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>April</th>
<th>June</th>
<th>September</th>
<th>October</th>
<th>November</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1411</td>
<td>1350</td>
<td>1362</td>
<td>1378</td>
<td>1414</td>
<td>1421</td>
</tr>
</tbody>
</table>

![Bar chart showing interns](image)
Experience Requirements Committee (ERC)

There were two interviews scheduled for November; one applicant attended as foreign experience gained outside of the Internship in Architecture Program formed part of his/her experience; and one applicant was making an Exemption Request to Council for currency of experience. The applicant who attended for foreign experience was recommended for licensure; Council shall receive the ERC Committee recommendation with the Exemption Request to Council in January. There are no Interviews scheduled for December.

Exemption Requests to Council
ERC examines every member who applies for an Exemption Request to Council where experience forms part of the exemption request. To date, there have been 11 requests for information and assistance with process and/or received applications for Exemption Requests to Council where experience forms part of the exemption request.

Complaints Committee

12 Complaints are currently before the Committee and investigations are in process. The two-step process of information collection from the complainant and the respondent is on-going for a new complaint received at the OAA.

Fees Mediation Process
One matter is awaiting further information for potential fees mediation.

Public Interest Review Committee (PIRC)

There were no meetings scheduled.

Act Enforcement (Cease & Desist, Prosecution, Injunction)

The Office of the Registrar received 1 potential enforcements with individuals and/or entities indicating use of the term “Architect” or “Architecture” or misrepresenting him/her/itself to the public:
1 received a letter from the Registrar

Office of the Fairness Commissioner (OFC)

The Office of the Registrar is taking part in the pilot running of the Strategies for Continuous Improvement Reports Part 2 over the course of this summer. The OAA met with the Office of the Fairness Commissioner to discuss the DRAFT Assessment Report. The Registrar will be formulating an Action Plan.

I-Plan – JVS Bridging Program for ITPs

The Registrar spoke the path to licensure for an I-Plan group on October 30, 2013 at Ryerson.

Public Speaking

The Registrar spoke about the path to licensure for the AIAS (students) group at Ryerson on Friday November 22, 2013
Memorandum

To: Council
Bill Birdsell  Robert Abrahams
Gerry Chlebowski  Toon Dreessen
James Farrow  Brad Green
Paul Hastings  Evangelo Kalmantis
Namita Kanishkan  Susan Spencer Lewin
Brian Luey  Wayne Medford
Elaine Mintz  David C. Rich
Sheena Sharp  Andre Sherman
Anthony Sproul  John Stephenson

From: Paul Hastings, Vice President Practice

Practice Committee Members
Paul Hastings, Chair  Susan Spencer Lewin, Council Liaison
Mazen Alkhaddam  Keith Benjamin
Peggy Chiu  Grant Diemert
Gerry Conway  Christopher Fillingham
Ashraf O.A. Hendy  Domenic Meffe
Gerry Morris  Graham Murfitt

Date: November 22, 2013

Subject: Practice Committee Update

Objective:
To update Council on activities of the Practice Committee (PC).

Background:
The PC met on November 19, 2013. The following is an update of on-going PC projects/general information:

Development of OAA Document 900 - Standard Form of Contract between Architect and Consultant
Legal counsel and Pro-Demnity had suggested some minor revisions to the draft document, which will be advanced to the PC for approval.

The existing schedule of architect’s services was being reviewed and revised for additional PC comments. It was suggested that separate schedules for mechanical and electrical be developed.

Upon final review by the PC, the document will be forwarded to Council for consideration/approval.

Development of OAA Practice Tip re Energy Modeling
The PC was informed that energy modeling would be one of the topics addressed at the OAA+2030 Education series. Ten sessions would be offered beginning in January, 2014, which will form the basis for the development by the PC of a Practice Tip.
Further Discussion re Access to Standards
As background information, through the PC, the OAA had received a proposal from Techstreet® for access to standards, which would not be pursued further due to the untenable cost to members. The PC renewed its discussion on possibly providing a bundled standards package targeted to members, available at a cost-effective price. A task group was formed to investigate alternate financing/payment models and would provide a report at the next meeting.

Pro Bono Work
Some general discussion ensued as to the possible advantages/detriment of members providing pro bono work. Members might benefit from a Practice Tip outlining proper business practice/professional comportment which could be presented to a client requesting complimentary services.

Several Practice Tips might be developed covering intern overtime and mentoring. Practice Advisory Services would further develop topics for the PC’s review and comments at the next meeting.

Renewed Discussion re More Practice Tools for Members
The PC was identifying/developing new Practice Tools for members, where the CCAC had offered to prepare a draft framework from which the CCA Web page had been developed, for the PC’s consideration. (See Item 5.6 b). The PC reviewed the draft and discussed using the CHOP Section headings as the framework, under which future information will be grouped.

Report from the Construction Contract Administration Committee (CCAC)
A separate report has been provided, see Item 5.6 b).

Report from CCDC
A separate report has been provided, see Item 4.11.

Report from EABO (Meeting of October 22, 2013)
Co-Ordination Between Professional Designers
EABO was continuing its discussion on co-ordination between professional designers where currently there is no regulated requirement for the work to be coordinated by architects or professional engineers. The PEO and OAA staff will collaborate on a draft consensus document for further review by EABO. MMAH representatives at the meeting would welcome a comprehensive joint document for the Ministry’s consideration.

General Review of Construction
EABO approved the final draft of Commitment to General Review by Architects and Professional Engineers.

Municipalities as Leaders in Energy Efficiency
With regard to Energy Efficiency Designs forms, EABO had voiced concern over the statement “models accurately reflect the reference and proposed building designs”, where it was felt the word “accurately” should be removed. Members B. Aitken/P. Hastings/J. Vera would submit a request to the MMAH with suggestions for new wording on this form.

Matrix Parts 3 and 9
A PC member was currently updating OAA Matrices 3 and 9 to comply with the 2012 Building Code. A reference to “post disaster recovery building” was requested by EABO to be added, as well as “seismic hazard index”.

Association of Registered Interior Designers of Ontario (ARIDO)
ARIDO was attempting to secure a regulated scope of practice. (The title Interior Designer is a protected reference indicating membership in ARIDO. Architects are allowed to use the term Interior Designer.)
Mid-Rise Wood Buildings
The MMAH is studying including mid-rise wood buildings with safety issues into the Building Code. There is a CSA Standard that may need to be amended. A protocol has already been established for fire prevention of wood construction in the phase where the structure is most vulnerable to total loss.

SCOBCAR
The Sub-Committee on Building Codes and Regulations is participating in the public review of the proposed changes to the National Model Construction Codes. The Sub-Committee is currently preparing draft comments to the 259 proposed changes to the National Building Code (2010) focusing on proposed changes to Parts 1, 3, 5, 6, 9 and Appendix D. SCOBCAR will meet at OAA Headquarters on November 27th to review/finalize all comments which will be forwarded to the CCBFC by the December 13th deadline. If approved by the CCBFC, the technical changes will be published in the 2015 editions of the National Model Construction Codes.

Action:
For information only. No action required.

/cc
Memorandum

To: Council
Bill Birdsell  Robert Abrahams
Jerry Chlebowski  Toon Dreessen
James Farrow  Brad Green
Paul Hastings  Evangelo Kalmantis
Namita Kanishkan  Susan Lewin
Brian Luay  Wayne Medford
Elaine Mintz  David C. Rich
Sheena Sharp  Andre Sherman
Anthony Sproul  John Stephenson

From: Paul Hastings, Vice President Practice
Construction Contract Administration Committee
John Clinckett, Chair  Allen Humphries, Vice Chair
Paul Hastings (VP Practice)  Sheena Sharp (Council Liaison)
Ted DuArte  Tim Gorley
Larry May  Cory Stechyshyn
Stephen Wells

Date: November 21, 2013
Subject: Construction Contract Administration Committee (CCAC) Update

Objective: To update Council on the activities of the CCAC

Background:
The CCAC met on November 13, 2013. The following is an update of on-going CCAC projects/general information:

On-Going Discussion re Mandate Review of CCA Web Page
Some discussion occurred on the possibility of having the CCAC Web page material as a WIKI which the public could also input to. It was concluded that a WIKI format for public input would present sizable challenges with regard to maintaining current and accurate information and would not be pursued further.

It was suggested that perhaps a dedicated group of monitors (non-CCAC members) could regularly review the CCA Web page for anomalies and update outdated information. Aitken responded that from a technical viewpoint, this currently could not be accommodated. The Committee anticipated the arrival of proposed new members for the 2014 - 2016 term and welcomed the opportunity of “fresh eyes” reviewing CCA Web page to provide additional insight and information.

Articles
An article on Contract Administration Software is being prepared where CCA members experienced with a specific software would identify the benefits (and detriments) of usage from an architect’s perspective. StatsLog, Newforma®, rform™ and Onware were chosen, where costs, functionality, customization, etc. would be explored. Final reviews/edits were being made to “What is a Bid Revision”, “RFIs Protocol”,...
“Deemed Completion”, “Notification of Completion of Construction” (form letter) and “Minute Taking for Construction Meetings.”

**Practice Tools for Members - Development of Contents hierarchy for Practice Committee**
The PC was identifying/developing new Practice Tools for members, where the CCAC had offered to prepare a draft framework from which the CCA Web page had been developed, for the PC’s consideration.

These “practical” tools would expand on existing information on the OAA Website and would serve as a guide for new practitioners. Some topics might include: “how to set up a practice”, “how do you get work?”, “how do you do the work”, “Invoicing” and “how do you get more work?”

As a general comment, one member who had Googled “Becoming an Architect” had received millions of hits (Canada). The RAIC was first and the OAA appeared substantially down the list. It was proposed that OAA Communications be informed to investigate as to how the OAA Website could be prominently listed.

**Action:** For information, no action required.

/cc
Canadian Architectural Licensing Authorities (CALA)
Regulators Meeting – Toronto, ON
DRAFT Agenda

DATE: Friday, November 15, 2013
TIME: 9:00 am - 4:00 pm
LOCATION: Kingsway Room, Intercontinental Toronto Centre

1.0 Welcome and introductions – Meeting Chair, Bill Birdsell 9:00am

2.0 Review of Agenda and Notes from CALA Meeting June 8, 2013 9:05am
(see attached meeting notes)

3.0 Business arising from the previous notes 9:10am

3.1 Intern Representation at RAIC Festival 2014 in Winnipeg, Kent Woloschuk, MAA

4.0 Reports/Updates from Committees/Task Groups

4.1 International Relations Committee – Chair, Peter Streith 9:15am
- NCARB/CALA MRA Update on implementation
- Tri National MRA Update – Peter Streith
- ACE/CALA agreement – Jean-Pierre Dumont
- APEC Secretariat /APEC MOU– Michael Ernest
- Budget 2014 / Update Grant Application

4.2 Canadian Architectural Certification Board Standing Committee – Chair, Dave Edwards 10:15am
- Bi-Annual Report from CACB – Mourad Mohand Said

SCHEDULED 15 minute BREAK 10:30am

- Update re. 2014 Validation Conference 10:45am
- Report on Results of CALA Survey of practices and Interns/newly licensed – Presentation by Survey Consultant
- Discussion re. position papers and input from CALA to Validation Conference – *Committee and CALA*
- Update on Other CACB items from Standing Committee – Budget and Appointments to the Board – *Dave Edwards*

**12:00 NOON – LUNCH -- AGM For CACB will be held at the lunch hour**

**4.3 Report from Internship in Architecture Program Task Group – *Nedra Brown***

**4.4 Report from Committee of the Examination for Architects in Canada – *Jim Wagner***

**5.0 Report from Royal Architectural Institute of Canada**

*Jim McKee*

- RAIC Syllabus Update
- RAIC Fee Guideline – consideration re. independent research to validate the RAIC fee guideline.
- Provincial concerns over federal, provincial and municipal Design Build/P3 framework proposal processes

**SCHEDULED 15 min BREAK**

**6.0 New/Other Business**

**6.1 Consideration re. CALA Practice Committee**

**6.2. Consideration of any other issues raised/requested**

**7.0 Adjournment**
Canadian Architectural Licensing Authorities (CALA) Regulators
Meeting Notes – Halifax, NS

DATE: Saturday, June 8, 2013
TIME: 1:15 pm - 5:00 pm
LOCATION: Nova Scotia Ballroom A, Marriott Halifax Harbourfront

Those attending:

NWTAA
- Rod Kirkwood, President
- Deleigh Rausch, Executive Director

AIBC
- Michael Ernest, Executive Director
- Scott Kemp, President
- Gord Richards, Registrar

AAA
- Mark Chambers, President
- Dianne Johnstone, Executive Director
- Peter Streith, Past President AAA, Chair, IRC

SAA
- Paul Blaser, President
- Bob Burnyeat, First Vice-President
- Janelle Unrau, Executive Director
- Dave Edwards, SAA, CACB

A Committee of:

Architectural Institute of British Columbia

Alberta Association of Architects

Northwest Territories Association of Architects

Saskatchewan Association of Architects

Manitoba Association of Architects

Ontario Association of Architects

Ordre des architectes du Québec

Architects’ Association of New Brunswick/Association des architectes du Nouveau-Brunswick

Nova Scotia Association of Architects

Architects’ Association of Prince Edward Island

Architects Licensing Board of Newfoundland and Labrador

Maas
- Bill Birdsall, President
- Kristi Doyle, Executive Director
- Nedra Brown, Registrar

OAQ
- Andre Bourassa, President
- Jean-Pierre, Directeur general et secretaire

AANB
- Malcolm R. Boyd, AANB, FRAIC, Past President
- Karen Chantler, Executive Director
- Don Sterritt, AANB, Atlantic Rep on CExAC

AAPEI
- Casey McGannon, Administrator
- Dave Lopes, Incoming President
- Ole Hammarlund, President

NLAA
- Lynda Hayward, Administrative Director,
- Dave Dewling, Registrar, Architects Licensing Board of NL
- Glenn Barnes, President

NSAA
- Leif-Peter Fuchs, President
- Margo Dauphinee, Executive Director
- Diane Scott-Stewart, Consultant (observer)
1. **Welcome** by Leif-Peter Fuchs, President, NSAA, who was chair of the meeting, at 1:30pm followed by a round of introductions.

2. **Review of Agenda**
   It was agreed to allow Jim McKee to come in at around 4:00 instead of being last on the agenda. It was also agreed that Jim Wagner can come in at 3 pm. Revised agenda approved by consensus.

3. **Notes** from CALA Regulators Meeting November 10, 2012
   Notes from the November 10, 2012 meeting were approved by consensus.

4. **Business arising** from the previous notes
   4.1. Harmonization Code of Ethics – Rod Kirkwood, President, NWTAA requested that this come off the agenda as it is viewed, by consensus, that it would be next to impossible to harmonize a code of ethics as it varies how it is woven into each province’s act, bylaws and regulations. He will move ahead with this on his own.

5. **Reports/Updates from Task Force/Committees/Task Group**
   5.1. IRC (International Relations Committee) Committee – Peter Streith, Chair, IRC Streith
   5.1.1. NCARB
   Peter Streith, Chair, IRC Streith, Chair, IRC highlighted some of the key points in the circulated report:
   - That 50% of the members of CALA and 50% of the members of NCARB are required to sign on before January 2014.
   - It would be advantageous for CALA through the IRC to put pressure on NCARB to ensure the required number sign on by telling them that the current agreement will sunset on January 1, 2014.
   - He commended the team for the amount of work they completed to date.
   - He commented that the fees listed are the standard fees that the US charges its members.
   - The original proposed $1500 US charge to assess a previously-assessed Canadian has been reduced to $500.
   - Canadians seeking licensing in multiple jurisdictions will see a fee reduction.
   - A Canadian can let a NCARB certificate lapse but cannot keep renewing the certificate if they do not also keep membership in good standing in a Canadian jurisdiction.
   - Canadians will be subject to the additional requirements in certain states such as California and Alaska.
• The monitoring committee will have the authority to strike jurisdictions in cases where States put additional fees in place for Canadians which are found to be going against the intent of the agreement (i.e. blocking Canadians from licensing). CALA can report this via the monitoring committee then that member state can be struck off the agreement and reciprocity will not take place.

There were questions from Judy Pestrak, Executive Director, MAA about the cost of reinstatement after a lapse in licensure and shouldn’t this be a provision in the agreement. As per Peter Streith, Chair, IRC, if a member ceases to be a member in good standing then the fee would be $1500 – the same charge for an American architect. There is nothing in the agreement which enables CALA to tell any US state what it can do. Judy Pestrak, Executive Director, MAA cited concerns about individual states charging fees. Paul Blaser, President, SAA mentioned that once one has NCARB, one always has the certificate – this agreement deals with first-time licensees.

The US is concerned that Canada may become a backdoor to the US by foreign architects which is why they want BEFA architects excluded.

This led to a discussion of the inclusion of a definition of “foreign”. The majority of Regulators felt that the intent, regardless of the wording, means that the word “foreign” does not apply to US and Canada. As per Scott Kemp, President, AIBC, US and Canada are not considered foreign so this aspect does not apply.

Judy Pestrak, Executive Director, MAA still expressed concern that US architects who work in Canada and let their NCARB certificate lapse may face difficulties in reinstating their licensure back in the States.

**ACTION: Request for inclusion of the definition of “foreign”**.

Peter Streith, Chair, IRC stated that these types of issues would be addressed through and by the monitoring committee.

Peter Streith, Chair, IRC asked that the Regulators to approve/authorize the following:

1. that the members of CALA authorize the Chair of IRC to sign the new Mutual Recognition Agreement between CALA and NCARB on June 17, 2013 in San Diego. **Unanimous consent given by the Members of CALA.**

2. that the members of CALA authorize IRC to state that the current MRA will sunset at January 1, 2014. **Unanimous consent given by the Members of CALA.**

This strengthens IRC’s negotiating position.

Peter Streith, Chair, IRC stated that following the San Diego meeting, the documents will be circulated to the Regulators in the summer.

5.1.2. ACE

Peter Streith, Chair, IRC reported that there has been political pressure to reach an agreement. There has been a first draft of a potential MRA with the EU completed. The IRC has requested funding assistance from HRSDC. During the June 7 conference call, it was indicated that there was no timeline if or when the funding may come through even though a request has been submitted. Without funding, the ACE MRA is not a high priority for members and without funding this file will be ongoing for at least 5 years. The message to be communicated to HRSDC is that this MRA is not a priority of the membership while it is with the federal government so in order for this file to move forward, it requires federal funding and should not be an additional expense to the membership. This position will be communicated to Jim McKee, Executive Director, RAIC who will be meeting with HRSDC and discussing the federal government’s commitment to funding.
Judy Pestrak, MAA Executive Director inquired about the timeline for comments/feedback on the draft MRA circulated. The reply was comments back by August.

Jean-Pierre, Directeur general et secretaire, OAQ, commented that there is momentum in Europe and there is an approval in principle with CALA. Dianne Johnstone, Executive Director, AAA commented that the discussions were at a high level and the draft MRA was to get members first impressions and thoughts. Jean-Pierre, Directeur general et secretaire, OAQ, mentioned that one of the areas which required further investigation was the educational differences as not all EU jurisdictions have Internship.

Dave Dewling, Registrar, Architects Licensing Board of NL asked what EU countries were participating – answer: all 27. Peter Streith, Chair, IRC added that this is not the same as in the States.

5.1.3. APEC Secretariat

AIBC is hosting the APEC Secretariat. One of its duties is to plan and host the 2014 conference. Another is to develop the Canadian monitoring committee. APEC registration means being registered in one of the 14 APEC economies plus 7 years post-licensure – these two requirements means that the committee will interview but does not mean acceptance. In a pre-screening phase, applicants might be directed towards BEFA. For Canadians going to Asia, APEC architect status will enhance their ability to work in Asia. Currently, looking at forms to validate Canadians as APEC Architects. The intent is to have this process be self-funding.

Michael Ernest, Executive Director, AIBC added the once one is designated as a Canadian APEC Architect, one receives a wallet card which gives one access to Asia and carries with it an enhanced status. This type of access gives a commercial advantage and clearly enhances the opportunities within these types of hierarchal systems. It gives quicker access to interviews in the country.

The monitoring committee is independent of the Secretariat as the monitoring committee will be ongoing. The Secretariat is working on a trilateral agreement with like APEC countries – Australia and New Zealand. Scott Kemp, President, AIBC added that he worked in Japan and this type of designation has a huge value in cultures such as Japan.

Peter Streith, Chair, IRC requested support from the members of CALA to:

1. establish a monitoring committee which would operate for the duration of CALA’s involvement in APEC

2. assistance in promoting and confirming membership of APEC applicants

CALA’s interest in pursuing MRAs with Australia and New Zealand might be similar to NCARB process not the EU.

Based on the comparison chart circulated, Judy Pestrak, Executive Director, MAA asked if there were restrictive scopes of practice. Michael Ernest, Executive Director, AIBC responded that 1) this will be part of the research and due diligence to try and match up things which have differences and 2) dealing with Australia and New Zealand is like dealing with a cousin – similarities but differences. There is a signed MOU which is a friendly agreement to pursue the development of a MRA.

Peter Streith, Chair, IRC added that there is a need to do the research and drill down as it is currently at the high-level, preliminary stage.

Judy Pestrak, MAA Executive Director asked Michael Ernest, Executive Director, AIBC about sending the information which had been sent, together with a request for it to be posted on the websites of the provincial/territorial associations. Michael Ernest,
Executive Director, AIBC responded that there was early information that can be posted and/or handed out. He added that it is early as the monitoring committee has yet to be established which is needed first. He mentioned that even with just preliminary information/awareness, he has received applicants.

The HRSDC grant application also includes ACE and APEC monies that will be used for developing MRAs.

Peter Streith, Chair, IRC added that unless HRSDC comes through with funding activity on both of these files will slow down.

Lynda Hayward, Administrative Director, NLAA asked what was the financial risk to the CALA members for the Secretariat to which Kristi Doyle, Executive Director, OAA responded that the Regulators might have to fund some in the next budget in 2014. Peter Streith, Chair, IRC added that if HRSDC does not come through, the provincial governments of BC and Alberta are interested. Michael Ernest, Executive Director, AIBC added as well as that the BC government is interested but are waiting on the federal response.

Judy Pestrak, Executive Director, MAA asked about the action item timeline as listed on page two of the Report to CALA by the International Relations Committee, APEC Secretariat and MOU/MRA. Peter Streith, Chair, IRC responded that the MRAs are part of the IRC budget and unless CALA instructs otherwise, these will move forward – with the pace depending on outside funding. Kristi Doyle, Executive Director, OAA said Action Item #3 (the establishment of a monitoring committee) is a necessity, not a choice and Action Item #4 (CALA’s direction to IRC to pursue an MRA with Australia and New Zealand) is a re-affirmation of what was previously agreed to and that there was no opposition at that time. Peter Streith, Chair, IRC added that this action was for transparency and that the language could be changed to the wording “continue to support”. Lynda Hayward, Administrative Director, NLAA agreed that as per the last meeting notes, everything regarding this was spelt out so it does make sense to change the wording to “continue to support the IRC”.

5.2. BEFA (Broadly Experienced Foreign Architect) Task Force – Dave Edwards

5.2.1. Information on the BEFA status, etc is in the three-page report from the Standing Committee on CACB as well as the 32-page CACB report. Carol, President of CACB and Mourad reported that all BEFA activities are running well.

5.2.2. The BEFA process regarding notification to jurisdictions is:

5.2.2.1. Notification of when application is received

5.2.2.2. Notification of Interview

5.2.2.3. Notification of Outcome of the Interview

5.3. CACB (Canadian Architectural Certification Board) Standing Committee – Dave Edwards and CACB – Mourad Mohand-Said

5.3.1. Proposed 2014 Student Performance Criteria & Validation Conference – mentioned on page 2 of the circulated three-page report from the Standing Committee on CACB.

Date and Location: September 25 to 27, 2014 in Ottawa

Dave Edwards stated that they were in the early process of putting together a survey of Interns and recent grads. CALA members will be asked to forward a complete list of Interns and recent grads as well as the firms (and type of firm) that has Interns. There will be a consultant hired to do the survey – cost about $25,000. In attendance would be Interns, firms/members of the profession, university representatives and two representatives from each Regulator.
Dave Edwards’ request to CALA – Looking for feedback and direction on:

1. what the numbers would look like from each province – plus a total number of participants
2. development of position papers – synopsis of what CALA’s position is – what does CALA want to put into it?

These two points were discussed with comments as follows:

Paul Blaser, President, SAA asked if they were seeking position papers from each Regulator to which Dave Edwards asked was there an official Regulator position or individual positions from each Regulator?

Mourad Mohan-Said, Executive Director, CACB said that the format of the conference has not been decided nor is the aim to reduce numbers. One of the first steps is to have the first public call for papers and to summarize these. The focus is on education from student to intern and from intern to licensed architect – it is about the question of education. There would then be a second call to create more focus and then at the conference have workshops to develop recommendations.

Bill Birdsell, President, OAA talked about the 2001 validation conference – the consensus about the role of the schools, the role of the profession and the role of the Regulator. In 2013/2014, the nature of the practice is now different – what needs to be taught is different. What skill sets do grads have? What skill sets do firms need? What firms require needs to be communicated to the schools. There is a need to fill in any blanks for the best mix of experience and educations.

Dave Edwards said they are looking at a timeline: Working backwards to have the final papers circulated by June 2014 – the initial call for the first round would be September 2013 at the latest. There also needs to be a decision on the framework. Kristi Doyle, Executive Director, OAA added that this is where the survey would come in.

Scott Kemp, President, AIBC President said the conference needs to be comprehensive and need a bigger group – is there a need for two conferences?

Michael Ernest, Executive Director, AIBC said the first step is to look at where the profession is at the entry level and then use as a basis of comparison to what the schools are doing and delivering currently.

Paul Blaser, President, SAA said that this would be the same as the BEFA process in which the position of each Regulator would be to find out what are the key issues from the members.

Judy Pestrak, MAA Executive Director said that it would be helpful for the survey if each Regulator was also sent a link which could then be forwarded to the Intern membership as part of a follow-up.

Dave Edwards acknowledged that there seems to be a consensus to have more participants than what was previously mentioned in the report and this feedback will go back to those planning the conference.

5.3.2. Expansion of Board

All 11 CALA jurisdictions have agreed to increase the size of the CACB board. An email will go out for nominations, etc so that the new CACB board members can be included in the CACB September board meeting.
5.3.3. Other Points:

5.3.3.1. The $175,000 overpayment by the Regulators will go to MAA and be used by the Regulators to offset travel costs, etc.

5.3.3.2. The Share Point Website is up and running.

Please note that the CACB update was interrupted at 3:20 for the CExAC update and at 3:40 for the RAIC items due to the scheduling of the presenters.

5.4. CExAC (Committee of the Examination for Architects in Canada) – Jim Wagner and Don Sterritt 3:20 pm

Jim Wagner, Chair, CExAC, along with Atlantic CExAC rep Don Sterritt, gave a report on activities. AIBC has signed on to deliver the ExACs. For November 2012, it was the fifth running of the ExAC with the same number of Interns as previous years. With each delivery, the consistency in the scoring is getting better and the variations are narrowing. This is demonstrating that there is consistency in the scoring range therefore reliability is increasing.

Last fall was the first use of electronic scoring. Previously for the long answers, architects scored based on a scoring guide. The electronic scoring via a network will use a bar code identifying each Intern and the scorer will see consistency in the scoring and judging as well as get more direct feedback.

The committee is working to improve reliability.

1. bar codes fixed manually now but going to be printed directly on the book (this was piloted with a few this past year)
2. centralized online registration for Interns which will reduce the number of people transferring information

Judy Pestrak, Executive Director, MAA asked for clarification on the centralized streamline registration to which the response was it is an idea being developed of which the intent is to ease the online registration process for Interns but will still require participation from the jurisdictions.

3. Consultants – currently relying heavily on three consultants for advice on certain parts. Now discussing on a back-up system so if one consultant is lost, there will be others being able to step up in a short period of time to fill in.

There will be a Terms of Reference developed for a more formal process and precise relationship.

Budget: Because the budget was prepared prior to the finalization of year-end; the completion of the audit and the application of the fee for AIBC’s entry into the ExACs, the money received in late 2012 and shows in 2012 is actually for 2013 and is shown as a surplus. The levy letter, that is also the invoice, shows an increase from $3 to $4 due to the variability of the estimation. The 2014 levy will be higher.

Dianne Johnstone, Executive Director, AAA, AAA reported that there is a new committee member appointed from Alberta.

Andre Bourassa, President, OAQ commended all jurisdictions involved and thanked the committee for all the years of hard work and success.

Karen Chantler, Executive Director, AANB asked if there was going to be a mechanism for confirmation to which Don Sterritt said the committee was looking at a couple of models.
5.5. IAP (Internship in Architecture Program) Task Group – Nedra Brown

Nedra Brown said that the committee is looking to collect information to create a basis for participation rules.

**ACTION:** Regulators are requested to submit their information by completing their section of the excel spreadsheet which was circulated electronically the previous day.

6. New Business

6.1. Joint Initiatives Opportunities

6.1.1. Copyright – Ole Hammarlund

Ole Hammarlund, President, AAPEI said that in PEI there are demands for architects to sign over their copyright but the clients will not tell them why. AAPEI is seeking information and input from the other Regulators on how they deal with this. He feels that since the PEI Public Works department has an architectural department, the department may duplicate these drawings as well as be in competition with architects. Dave Lopes, Incoming President, AAPEI added that AAPEI realizes it is limited in what it can do based on its size.

**REQUEST:** Any Regulators who has information or best practices in this area, please forward to Casey McGannon, Administrator, AAPEI.

6.1.2. Insurance – Ole Hammarlund

Ole Hammarlund, President, AAPEI struck this off the agenda.

6.2. Canadian Reciprocity Agreement

Judy Pestrak, MAA Executive Director indicated that the MAA felt that as a result of the removal of certain wording from the current Canadian Reciprocity Agreement, there were jurisdictions that were not living up to the intent of reciprocity agreement which had been negotiated in 1990, to the determent of non-residence members and requested that the wording be put back in to assure equal treatment of all. During the course of the discussion, there was a difference of opinion on the term “member”. Consensus was that 1) “member” meant “individual” and not “firm” and in this context, reciprocity happens with members across the board and 2) a “firm” is not a “member” and as such there can be differences in fees charged based on jurisdictional differences and terminology. This consensus was agreed upon by all except MAA.

7. Other Business

7.1. RAIC – Jim McKee

7.1.1. Provincial concerns over federal, provincial and municipal Design Build/P3 framework proposal processes.

AAA and SAA have cited this as an issue and wonder how CALA and RAIC can work together to address and educate more on this issue and the consequences it raises. OAA is working on this as part of its advocacy activity and is interested in working with RAIC. Kristi Doyle, Executive Director, OAA said the first step is to consolidate a position on honorarium and what would be a fair one.

Ron Kirkwood, President, NWTAA said that not everyone was adhering to it and it can lead to confrontations with provincial and private clients.

Dave Dewling, Registrar, ALBNL said in NL they work with clients to decrease requirements and shift some of the duplication in the RFQ and RFP.

Andre Bourassa, President, OAQ said they consulted with its Practice Committee and this situation leads to liability issues – if one firm does this for free, it exposes itself to liability. One way to address this situation is through education. Jean-Pierre, Directeur general et secretaire, OAQ, Directeur general et secretaire added that OAQ compiled an information file identifying what the conditions are.
Dave Dewling, Registrar, ALBNL said that most government departments have provincial/territorial councils at the Deputy Minister level with various individuals and that is to whom they listen. Then this group collaboratively decides on the RFQ and RFP. The question remains as to why do they need this?

Paul Blaser, President, SAA said there are two levels of concern:
1. the bundling of small projects which are not appropriate
2. appropriate remuneration

As a group of Regulators, can we come together to find out what works and what does not work. Also, there are discussions with other Regulators such as Consulting Engineers to determine if they are in the same boat.

It was acknowledged that there needs to be a similar position from both the CALA members and RAIC and that this consistent message would be strengthened by this.

Kristi Doyle, Executive Director, OAA mentioned that there is an existing policy paper.

**ACTION: Kristi Doyle, Executive Director, OAA to circulate policy paper.**

Michael Ernest, Executive Director, AIBC said that we need to come together:

1. Regarding the need to come out against Design Build – but that “horse has left the barn” – it is too late. Need to identify the issues and try to fix them.
2. Regarding Terms and Conditions. Why ask people to provide things for nothing?
   - It exposes people to risks.
   - There are copyright issues.
   - Liability issues – if used without authorization or ownership then it opens people up for disciplinary action.

Michael Ernest, Executive Director, AIBC also added that it also becomes an issue of enforceability.

Andre Bourassa, President, OAQ said it is not easy to try and work through as there is a lobby of entrenched lawyers who want to transfer the risks to architects and engineers and the politicians buy into asking for those requirements.

Paul Blaser, President, SAA said they (lawyers) are outside the process and are creating work to evaluate and create legal terms. We (architects) need to say this is what this is and this is what is appropriate.

Michael Ernest, Executive Director, AIBC said that there is a need 1) to engage the client for positive results and 2) to go to the public to educate them.

Judy Pestrak, MAA Executive Director indicated that there needs to be buy-in from the design-builders with the provisions negotiated by the Canadian Design Build Institute. As long as proponents continue to step up and respond to proposal calls without an honorarium, it will continue to happen. The solution is in the hands of all proponents who would need to agree not to participate.

Bill Birdsell, OAA said OAA does have that level of support and requests are more complicated.

Leif-Peter Fuchs, President, NSAA said that every type of client needs to address this.

Next Steps Identified:
1. create a working group to write a policy paper. OAA has offered its policy analyst and NWTA has offered to assist.

2. request to CALA to put forth names for this working group.

3. Jean-Pierre, Directeur general et secretaire, OAQ, Directeur general et secretaire was identified as the “CALA point man” to join Jim McKee, RAIC in his meetings on this topic.

4. timeline: to have work done on these topics and report back on the status at the November CALA meeting.

It was acknowledged that this might be addressed through the Canadian Construction Documents Committee within the contract documents such as terms and conditions for engagement. AIBC also has a Bulletin on this.

7.1.2 Syllabus Update

This is a diploma program arranged with Athabasca University. The program is being updated and studio modules will be launched. There is a remote delivery but there will also be in studio. Gord Richards, Registrar, AIBC has assisted with this. There has been an update on work experience. The online academic offerings have 5 of the 22 in development open. There is a new model which allows for more flexibility in registering. There are instructors available online to help answer questions.

7.1.3 CHOP Update

The remaining manuals have been sold off to OAA and OAQ. There will be an electronic version only. There have been no indications that it needs to be updated. They are in the process of transforming these to apps which would then be updated quarterly or biannually.

Kristi Doyle, Executive Director, OAA suggested that any updates wait until after the validation conference as there may be outcomes which may warrant additions to CHOP.

7.1.4 Third-party independent research to validate the national fee guideline schedule

There has been an identified need to have a 3rd party consultant to validate the fee framework to ensure that there is not action deemed as “collusion” by the Competition Bureau.

Mark Chambers, President, AAA agreed that there is a need for 3rd party validation of the fee structure as was identified by the AAA because the way that it is currently set up can be seen as collusion and an association can be prosecuted with severe penalties because of “price fixing”.

Bill Birdsell, President, OAA agreed and said a 3rd party consultant would not just look at numbers but at the process and scope – a comprehensive examination beginning with education and that the OAA was on board.

Glenn Barnes, President, NLAA said they were currently working on it and that they were on board as well.

The question was is CALA willing to commit resources to have a 3rd party consultant do this?

There seemed to be consensus that this is a good idea.

ACTION: Jim and Kristi Doyle, Executive Director, OAA to work on a budget for a national study and email the cost to the CALA members.

7.1.5 Intern Involvement

Rachelle Lemieux, Director representing Interns and Intern Architects said that she is working to have more Intern involvement at the next RIAC Festival of Architecture. To that end, she encouraged the jurisdictions to work with their members to send more Interns to the Festival.
7.2. Master Schedule of Meetings
Previously circulated electronically.

7.3 Acknowledgement of Andre Bourassa.
Karen Chantler acknowledged that this was Andre Bourassa, President, OAQ last CALA meeting as he is stepping down as President of OAQ. Karen Chantler thanked him for his input and hard work. Round of applause for Andre Bourassa.

8 Meeting Adjournment at 5:25 pm by Leif-Peter Fuchs.
CALA Meeting Attendees – November 15, 2013

OAA
Bill Birdsell, President
Kristi Doyle, Executive Director
Nedra Brown, Registrar

OAQ
Nathalie Dion, President
Jean-Pierre Dumont, Directeur général et secretaire

AAPEI
Casey McGannon, Executive Director
David Lopes, Vice President

MAA
Judy Pestrak, Executive Director
Kent Woitoschuk, President
David Kressock, Immediate Past President

NWTAA
Deleigh Rausch, Executive Director
Rod Kirkwood, President

AANB
Karen Chantler, Executive Director
Malcolm Boyd, Registrar/National Representative

AAA
Dianne Johnstone, Executive Director
Mark Chambers, President
Donald Davidson, Vice President

NSAA
Margo Dauphinee, Executive Director
Leif-Peter Fuchs, President
Therese LeBlanc, CACB Standing Committee

SAA
Janelle Unrau, Executive Director
Paul Blaser, 1st Vice President
Bob Burnyeat, 2nd Vice President

AIBC
Mike Ernest, Executive Director
Scott Kemp, President
Roisin O’Neill, Director of Registration, Licensing & HR

NLAA
Lynda Hayward, Administrative Director
David Dewling, Registrar
Glenn Barnes, President

CACB
Mourad Mohand-Said, Executive Director
Carole Caron, President
CACB National Standing Committee
Dave Edwards, Chair

International Relations Committee
Peter Streith, Chair

CExAC
Jim Wagner, Executive Director

RAIC
Jim McKee, Executive Director
November 15, 2013

To: CALA
From: International Relations Report

Committee Members:
Peter Streith, Chair
Dave Edwards
Charlie Henley
Bill Birdsell
Pierre Gallant
Nathalie Dion

Support:
Kristi Doyle
Jean Pierrie Dumont
Michael Ernest
Dianne Johnstone

HRSDC funding application.
- We have received verbal approval for $804,000

Grant funds received in the beginning of 2014
- Present to CALA our proposed meeting schedule to expedite files (1st in March – 2nd in June in conjunction with RAIC Festival – 3rd in Oct with APEC Council Conference)
- ACE – anticipated deadline of two years to coincide with new free trade agreement with EU
  - Arrange a meeting/workshop with CALA in Spring of 2014
    - Present current education and registration standards for all European countries, including scopes of work and compare to Canadian standards (issues with restricted practitioner in some European countries)
    - Discuss potential agreement with ACE (i.e. all jurisdictions under the ACE accord) or similar bi-lateral agreement with countries with similar education, registration and scopes of practice, England, France, Germany, etc)
    - Review all concerns from Canadian jurisdictions
  - Arrange conference call and potential face to face with ACE committee members (somewhere in Canada)
  - Attend the June CALA and arrange workshop to further discuss potential agreement with ACE
  - Conference call with ACE Committee to update
  - Present again at the fall CALA meeting and receive feedback from all Canadian jurisdictions
  - Meeting with ACE committee to discuss potential agreement
  - Arrange additional CALA meeting in spring of 2015 to review potential agreement with ACE
  - Revise agreement as require and present potential final agreement to ACE
  - Present final agreement to CALA as summer meeting and requested that it is review and signed off before fall meeting
- APEC Architect Registry
  - Provinces to implement and post on their websites
  - Review requirements to be an APEC architect, registration forms and dues, monitoring requirements and team (Currently IRC), etc
  - What it means to be an APEC architect
  - Potential links on the various Canadian Association websites

- APEC Secretariat
  - At the same CALA workshop in the Spring of 2014
    - Discuss options with CALA on secretariat conference in Vancouver 2014
    - Complete review and present education and registration standards in each of the APEC economies, including scopes of work
    - Discuss potential MRA strategies with APEC economies (New Zealand, Australia etc) and timelines
  - Open discuss with potential APEC economies
  - Present finding and potential MRA wording at Summer CALA meeting.

Update on the Status of the New Mutual Recognition Agreement between NCARB and CALA.

As everyone is aware the new MRA was finalized and officially signed by NCARB and IRC representatives (on behalf of CALA) on June 17, 2013 in San Diego. Following signature of the MRA each individual jurisdiction in both the US and Canada were sent a Letter of Undertaking to sign which would allow them to become direct signatories to the MRA. As per the MRA at least 51% of US jurisdictions and 51% of CALA jurisdictions are required to sign on in order for the Agreement to come into force on January 1, 2014.

At the present time all eleven member jurisdictions of CALA have delivered a signed copy of their letter of Undertaking to the IRC. Of the NCARB Jurisdictions, 18 Letter of Undertaking are on file with another three on their way. NCARB is expecting to receive another eight over the next month or so.

Notwithstanding the intended implementation date of January 1, 2014 for the new MRA, IRC Chair Peter Streith has also issued the required formal notice to NCARB indicating CALA’s intent to withdraw from the existing (old) inter-recognition agreement effective January 1, 2014. This direction was confirmed by CALA at the last meeting of in Halifax and was delivered orally to NCARB in San Diego. The intent to terminate the existing agreement was also noted in the attached information bulletin that was sent out by all CALA jurisdictions over the summer.

As noted to members of CALA the IRC is finalizing the terms of reference for the Monitoring Committee that will exist on a going forward basis between CALA and NCARB. The Committee will ensure appropriate implementation and maintenance of the MRA and meet on an annual basis. A copy of the draft terms of reference are attached for comment.

As a final step, the members of the IRC task group that have been dealing directly with the new MRA are reviewing the electronic process for application and maintenance of the NCARB certificate. The Certificate is a requirement under the MRA and the process is now fully automated. Any additional information that the task group feels is important for CALA to know and/or understand with respect to this process will be brought forward.
Discussion with CALA:

- Provincial/Territory implementation of APEC registry
- **Proposed** meeting schedule to expedite files (15th in March – 2nd in June in conjunction with RAIC Festival – 3rd in Oct with APEC Council Conference)
- Pro's and Con's of a true tri-national agreement with Mexico and USA or the development of two bi-lateral agreement (Mexico-Canada and Mexico-NCARB)
- Status of the new agreement with NCARB (see attachments) and timing of the monitoring committee with NCARB and anticipated feedback from the CALA jurisdictions
- Budget (waiting two regulators?) has been approved at $3.18 per member — with the grant funding much of the costs will now flow through

### 0 - 3 MONTHS: January to March, 2013

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APEC Architect Secretariat</td>
<td>Transfer of all APEC Architect Project files from the NZRAB, New Zealand, to the AIBC, Canada</td>
<td>NZRAB</td>
<td>January 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Create a list of the benefits of becoming an APEC Architect</td>
<td>AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Share list with CALA and other economies to aid the promotion of the program</td>
<td>AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Create a Canadian Secretariat APEC Architect letterhead and email signature</td>
<td>AIBC</td>
<td>ASAP</td>
<td>?</td>
<td>ASAP</td>
</tr>
<tr>
<td>APEC Website</td>
<td>Take responsibility for the hosting and domain name, arrange payment of incoming website-related invoices</td>
<td>AIBC</td>
<td>ASAP</td>
<td>AIBC Credit Card</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Establish an APEC AIBC email address and add to the APEC Architect website</td>
<td>AIBC</td>
<td>ASAP</td>
<td>Invoice created</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Request all Canadian jurisdictions to add link to APEC Architect website to their own website, send some suggested information for them to upload to their site regarding the project</td>
<td>IRC / AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Ask Architecture Canada to amend their website and add a link to APEC Architect website</td>
<td>AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td>ASAP</td>
</tr>
<tr>
<td></td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and outgoing expenditure</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Draft an APEC Architect project plan for IRC review</td>
<td>AIBC</td>
<td>March 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Finance</td>
<td>Set up an APEC Architect bank account</td>
<td>AIBC</td>
<td>March 2013</td>
<td>?</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Request confirmation from NZRAB of Mexico’s 2012 annual dues payment</td>
<td>AIBC / NZRAB / NCARB</td>
<td>ASAP</td>
<td>$5296.00 USD</td>
<td>Complete</td>
</tr>
</tbody>
</table>

*The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment.*
<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome Email</td>
<td>Send a welcome note to all economies on behalf of Canada and start to promote 2014 Council Meeting to be held in Vancouver</td>
<td>AIBC</td>
<td>March 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Compile a list of suggested dates for the 2014 APEC Council Meeting</td>
<td>AIBC</td>
<td>March 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Contact Tourism Vancouver about their conference planning service</td>
<td>AIBC</td>
<td>February 2013</td>
<td>Free of charge service</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Approach SFU regarding the provisional booking of the Morris J. Wost Centre for Dialogue for the Council Meeting</td>
<td>AIBC</td>
<td>February 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Find out as much as we can about the previous APEC Architect Council meetings</td>
<td>AIBC</td>
<td>February 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Monitoring Committee</td>
<td>Make recommendations to CALA and the IRC regarding the membership of the Canadian Monitoring Committee</td>
<td>AIBC</td>
<td>March 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Draft a Terms of Reference for review by CALA and the IRC</td>
<td>AIBC / Monitoring Committee</td>
<td>March 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Work to confirm a definitive list of Canadian APEC Architects, contact them and conduct an informal interview</td>
<td>AIBC</td>
<td>March 2013</td>
<td>n/a</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### 3 - 6 MONTHS: April to June, 2013

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary – add new email address</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and outgoing expenditure</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC/AIBC/RAIC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Work to secure a date and a location for the Council Meeting</td>
<td>AIBC</td>
<td>June 2013</td>
<td>?</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and the website</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
</tbody>
</table>
| Promotion                   | Continue to promote the program through the websites of each Canadian jurisdiction, plus;  
                           | - Provincial/territorial publications                                | All Canadian jurisdictions | Ongoing | ?        | Complete |
|                             | - Provincial/territorial conferences including the AIBC/AIA Joint Conference, Vancouver, BC, October 22-25 2013 |                   |             |          |          |

The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment.
<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotion (cont.)</td>
<td>• Architecture Canada Festival of Architecture, Halifax, NS, June 5-8 2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration Board</td>
<td>Brief each provincial/territorial Registration Board or equivalent about the project and any possible future involvement</td>
<td>All Canadian jurisdictions</td>
<td>April 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Review other economies handling of their own and incoming APEC Architects</td>
<td>AIBC</td>
<td>April 2013</td>
<td>n/a</td>
<td>In progress</td>
</tr>
<tr>
<td></td>
<td>Draft policy and procedure for administering the designation of Canadian APEC Architects for IRC Review</td>
<td>Monitoring Committee</td>
<td>May 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Draft policy and procedure for accepting incoming APEC Architects for IRC Review and the interaction with CACB's BEFA Program</td>
<td>Monitoring Committee</td>
<td>May 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
</tbody>
</table>

**6 - 9 MONTHS: July to September, 2013**

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and outgoing expenditure</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Ensure a date for the Council Meeting is confirmed</td>
<td>AIBC</td>
<td>July 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Ensure a location for the Council Meeting is booked</td>
<td>AIBC</td>
<td>July 2013</td>
<td>?</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Place a blanket booking for delegate rooms at a downtown Vancouver hotel</td>
<td>AIBC</td>
<td>July 2013</td>
<td>?</td>
<td>ASAP</td>
</tr>
<tr>
<td></td>
<td>If necessary, hire an event planner</td>
<td>AIBC</td>
<td>July 2013</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Book the services of two stenographers for the Council Meeting</td>
<td>AIBC</td>
<td>July 2013</td>
<td>?</td>
<td>ASAP</td>
</tr>
<tr>
<td></td>
<td>Discuss the possibility of seeking sponsors for the Council Meeting and surrounding events and activities</td>
<td>IRC / AIBC</td>
<td>July 2013</td>
<td>?</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and the website</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>In progress</td>
</tr>
<tr>
<td>Registration Board</td>
<td>Update our own AIBC bulletin/create a new bulletin regarding the designation of Canadian APEC Architects and incoming APEC Architects from other economies and its interaction with BEFA</td>
<td>AIBC</td>
<td>September 2013</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

*The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment.*
<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>In progress</td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and outgoing expenditure</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>In progress</td>
</tr>
<tr>
<td></td>
<td>Re-assess our targets, review our achievements, and revise and update project plan for the next 12 months and submit to IRC</td>
<td>AIBC</td>
<td>December 2013</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td>ASAP</td>
</tr>
<tr>
<td></td>
<td>Email invoices (in USD) to all economies for their APEC Architect annual dues</td>
<td>AIBC</td>
<td>December 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td>APEC Architect Secretariat</td>
<td>Email request to all economies for their APEC Architect Annual Report</td>
<td>AIBC</td>
<td>December 2013</td>
<td>n/a</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Send information to all economies regarding the Council Meeting — date and location, ask them to secure their hotel booking at group hotel and ask they notify us of flight times so we can book transport</td>
<td>AIBC</td>
<td>December 2013</td>
<td>?</td>
<td>ASAP</td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Research cultural traditions of all economies — language, diet, prayer, serving of alcohol, dress code, etc.</td>
<td>AIBC</td>
<td>December 2013</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mail dinner invites to locally-based and Canadian dignitaries and politicians and others of significance</td>
<td>AIBC</td>
<td>December 2013</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Book a photographer</td>
<td>AIBC</td>
<td>December 2013</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a concept for the Council Meeting logo, branding, graphics and presentation material</td>
<td>AIBC</td>
<td>December 2013</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Book delegate transport— private cars for airport to city, coaches for any social activities</td>
<td>AIBC</td>
<td>December 2013</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research catering options, restaurants, etc.</td>
<td>AIBC</td>
<td>March 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Start to build an itinerary and plan social activities, walking tours and site visits</td>
<td>AIBC</td>
<td>March 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop ideas for delegate gifts and swag</td>
<td>AIBC</td>
<td>March 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and the website</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment.
<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Update website with Council Meeting information using newly</td>
<td>AIBC</td>
<td>March 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>developed logo, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>outgoing expenditure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chase any outstanding annual dues payments</td>
<td>AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chase any outstanding APEC Architect annual reports</td>
<td>AIBC</td>
<td>ASAP</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Nominate a Council Meeting Chair and Secretary</td>
<td>AIBC</td>
<td>March 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Confirm the itinerary and plan/ book social activities, walking</td>
<td>AIBC</td>
<td>March 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>tours and site visits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Secure a high-quality gallery exhibit for the AIBC gallery for the</td>
<td>AIBC</td>
<td>October 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>duration of the Council Meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Form an APEC Council Meeting Committee and recruit a series of</td>
<td>AIBC</td>
<td>October 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>volunteers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mail invites to local architects, design professionals, Council and</td>
<td>AIBC</td>
<td>October 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>staff to take part in Council Meeting related activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the website</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 - 18 MONTHS: April to June, 2014</td>
<td>Draft Pre-Council package for review by IRC, and seek approval of</td>
<td>IRC / Monitoring</td>
<td>June 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>package</td>
<td>Committee/ AIBC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>outgoing expenditure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

_The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment._
<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Meeting</td>
<td>Complete design and order printed media for Council Meeting</td>
<td>AIBC</td>
<td>June 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Place order for delegate gifts and swag</td>
<td>AIBC</td>
<td>June 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and the website</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>APEC Architect Secretariat</td>
<td>Mail out Pre-Council Meeting package to all delegates</td>
<td>IRC / AIBC</td>
<td>July 2014</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>APEC Website</td>
<td>Maintain and update as necessary</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>Track all hours worked, resources used and incoming funding and outgoing expenditure</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Keep track of provincial and federal funding applications</td>
<td>IRC / AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Council Meeting</td>
<td>Create a schedule for meeting staff and volunteers and tasks to be completed by them during the meeting and events</td>
<td>AIBC</td>
<td>August 2014</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue to promote Council Meeting to delegates through email and the website</td>
<td>AIBC</td>
<td>Ongoing</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

**18 - 21 MONTHS: July to September, 2014**

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
</table>

**21-24 MONTHS: October to December, 2014**

<table>
<thead>
<tr>
<th>TASK</th>
<th>NOTES</th>
<th>RESPONSIBLE PARTY</th>
<th>TARGET DATE</th>
<th>FINANCES</th>
<th>STATUS</th>
</tr>
</thead>
</table>

*The AIBC is a self-governing body dedicated to excellence in architecture for the benefit of the public, the profession and the environment.*
Terms of Reference:
APEC Architect Project Canadian Monitoring Committee
(Coordinated through the International Relations Committee (IRC) of the Canadian Architectural Licensing Authorities (CALA))

- The APEC Architect Project is intended to facilitate the provision of architectural services between participating economies around the Pacific Rim.
- The fundamental idea behind the project is that using the APEC Architect Framework participating economies are able to enter into bilateral or multi-lateral arrangements which allow senior architects in these economies to access fast-track cross-border registration procedures.
- The participating economies in the APEC Architect Project are: Australia, Canada, People's Republic of China, Hong Kong China, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Republic of the Philippines, Singapore, Chinese Taipei, Thailand, and United States of America.

Re-established: 2013

Chair Appointed by: IRC
Term: 1 year

Vice Chair Appointed by: IRC
Term: 1 year

Members Appointed by: IRC
Term: 1 year

Members:
1. Bill Birdsell  OAA President  September 2013
2. Vicki Charman  AIBC Staff  September 2013
3. Nathalie Dion  OAQ Président  September 2013
4. Kristi Doyle  Executive Director, OAA  September 2013
5. Jean-Pierre Dumont  Directeur general et secrétaire, OAQ  September 2013
6. Dave Edwards  SAA  September 2013
7. Michael Ernest  Executive Director, AIBC  September 2013
8. Pierre Gallant  AIBC Committee Member  September 2013
9. Charlie Henley  NLAA  September 2013
10. Dianne Johnstone  Executive Director, AAA  September 2013
11. Peter Streith  AAA President, Chair IRC  September 2013

Last updated: November 1st, 2013
Canada’s participation in the APEC Architect Project is reinvigorated. We are ‘open for business’ and accepting new applications from eligible Canadian registered architects.

The Asia Pacific Economic Cooperation (APEC) Architect Project is an initiative of the APEC Human Resources Development Working Group (HRDWG) and is intended, in the public interest to facilitate the provision of architectural services by reducing the current barriers to the export of professional services among the fourteen participating economies of the Pacific Rim.

The economies participating in the project are Australia, Canada, the People’s Republic of China, Hong Kong, Japan, the Republic of Korea, Malaysia, Mexico, New Zealand, Republic of Philippines, Singapore, Chinese Taipei, Thailand and the United States of America.

The project provides a framework within which the participating economies can negotiate fast-tracking procedures for the registration of senior architects thereby entitling them to practise in other participating economies. Please be aware that APEC Architect designation applies only to individually registered architects, not to architectural practices or firms.

While the project and its benefits are not well known yet in Canada, in a number of participating economies being an APEC Architect carries significant prestige. Registered Canadian architects who are principals of architectural practices that do business in the Pacific Rim, or who wish to relocate to a participating economy, should seriously consider becoming an APEC Architect.

Canada’s role in the project

Canada has been a participating economy since the project’s inception by the HRDWG in Brunei in 2000 and its first meeting in Brisbane, Australia in 2001. Since January 2012, Canada has been providing secretariat services to the project and this will culminate in the Sixth Central Council meeting to be held in Vancouver, British Columbia in October 2014. The project’s previous secretariat was provided by the New Zealand Registered Architects Board (NZRAB) in 2011 and 2012.

Who is an APEC Architect?

An APEC Architect is a person who is registered or licensed as an architect in a participating economy, and whose name is enrolled on a section of the APEC Architect Register maintained by that economy. The criteria adopted by the Central Council for admission to the APEC Architect Register, and use of the description ‘APEC Architect’, are based on identification of a common sequence and elements in the education, training and assessment of architects as qualified to provide professional architectural services in the home economy.

Applicants to become Canadian APEC Architects are required to;

- Be registered in at least one Canadian province or territory;
- Have completed a minimum period of professional practice of seven years after initial registration in any Canadian jurisdiction;
- Have gained experience in all categories of architectural practice; and
- Have undertaken at least three years of the seven-year period as an architect:
  - With sole professional responsibility for the design, documentation and contract administration of buildings of moderate complexity; or
In collaboration with other architects, as an architect in charge of and professionally responsible for a significant aspect of the design, documentation and/or contract administration of complex buildings.

Architects deemed by the Canadian Monitoring Committee to have fulfilled these requirements are eligible for enrollment as a Canadian APEC Architect. To retain their APEC designation, Canadian APEC Architects must comply with obligations imposed by their home jurisdiction for maintaining professional competence and observing codes of professional conduct. The name of each APEC Architect is added to the APEC Architect Register and made publicly available.

Canada’s Monitoring Committee

While overall responsibility for the operation of the APEC Architect Register rests with a Central Council comprised of nominees of independent monitoring committees established in each participating economy, the duties of the Canadian Monitoring Committee includes the following:

- Manage and make determinations on applications from architects within Canada to become APEC Architects,
- Operate the APEC Architect Register within Canada,
- Provide representatives to the Central Council, and
- Make public information about the APEC Architect Project.

The International Relations Committee (IRC) of the Canadian Architectural Licensing Authorities (CALA), representing all eleven Canadian regulatory jurisdictions, has taken on the responsibilities of the Monitoring Committee for Canada. In that capacity, the IRC will act to oversee the processing and adjudication necessary for the holding and keeping of the Canadian portion of the APEC Architect Register.

For an Architect to be admitted to the Canadian APEC Architect Register, the Canadian monitoring committee must:

- Evaluate the seven-year period of professional experience as a registered/licensed practitioner required in order to be an APEC Architect; and
- Certify that applicant has satisfied the APEC Architect criteria.

Applying to become a Canadian APEC Architect

If you are a registered architect and your home jurisdiction is a Canadian province or territory, and you are interested in applying to become a Canadian APEC Architect, please complete the attached application form and submit it to the Canadian Monitoring Committee as per the instructions on the form.

If you have any questions please feel free to send these to the email address listed below.

Additional Information

Attached: Canadian APEC Architect Monitoring Committee Terms of Reference
Canadian APEC Architect Application Form
Website: www.apecarchitects.org
Email: apec.architect@albc.ca
The APEC Architect Project
Application for Assessment and Designation for Architects Registered/Licensed in Canada

Canada is a participant in the APEC Architect Project which facilitates fast-track cross-border registration arrangements for senior architects. Within participating economies, senior architects apply to be recognized as APEC Architects in their ‘home’ economies, as per the attached form. This entitles them to apply for fast-track registration in other ‘host’ economies with which their home economy has entered into reciprocal APEC Architect arrangements, e.g. mutual recognition agreements (MRA).

Application for Designation as a Canadian APEC Architect

To become a Canadian APEC Architect, an applicant must:

- Be registered in one of the provinces or territories of Canada, and
- Have at least seven years of professional experience as a registered/licensed architect in specified categories of practice.

APEC Architect Requirements for Period of Professional Experience as an Architect

Applicants must have completed a minimum period of professional practice of seven years after initial registration as an architect in any one of the Canadian Architectural Licensing Authorities (CALA). Experience must be gained in all of the following categories of architectural practice:

- Preliminary studies and preparation of brief,
- Design,
- Contract Documentation, and
- Administration.

At least three years of the seven year period must have been undertaken as an architect:

- With sole professional responsibility for the design, documentation and contract administration of buildings of moderate complexity; OR
- In collaboration with other architects, as an architect in charge of and professionally responsible for a significant aspect of the design, documentation and/or contract administration of complex buildings.

Professional practice undertaken in an economy other than Canada MAY be acceptable.

The names of referees are required who can confirm the information provided. Referees may be professional associates, clients or others in a position to verify the statements submitted.
The APEC Architect Project
Application for Assessment
for Architects Registered/Licensed in Canada

Continued Enrollment

APEC Architect status may be renewed annually on payment of an administration fee of $175.00, plus applicable taxes (non-refundable), and evidence of continuing professional development. APEC Architects are bound by the codes of professional conduct and disciplinary provisions of both home and host economies.

APEC Architects admitted to the Canadian section of the APEC Architect Register must immediately advise the Canadian Monitoring Committee of any changes to the information recorded on the attached application form.

APEC Architect status will be cancelled if an architect ceases to be registered with at least one of the CALA jurisdictions.

Identification Cards

APEC Architects will be issued with Identification Cards on admission to the APEC Architect Register, to signify the currency of their registration and to facilitate access to independent practice in other participating economies.
The APEC Architect Project
Application for Assessment
for Architects Registered/Licensed in Canada

Family Name: ____________________________________________

Given Names: ____________________________________________

Date of Birth: __________/________/________

Gender: Male ☐ Female ☐

Residential Address: ______________________________________

Business Address: ________________________________________

Email Address: __________________________________________

Telephone Number: _______________________________________

Canadian jurisdiction in which first licence was issued:

Alberta Association of Architects ☐ Northwest Territories Association of Architects ☐

Architects' Association of New Brunswick ☐ Nova Scotia Association of Architects ☐

Architects Association of Prince Edward Island ☐ Ontario Association of Architects ☐

Architects Licensing Board of Newfoundland and Labrador ☐ Ordre des architects du Québec ☐

Architectural Institute of British Columbia ☐ Saskatchewan Association of Architects ☐

Manitoba Association of Architects ☐

Licence Number: ____________________________ Year first registered/licensed: _______________

List all other jurisdictions in which you currently hold a licence: _______________________________

Qualifications:

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Year(s) Awarded</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The APEC Architect Project
Application for Assessment
for Architects Registered/Licensed in Canada

Record of Seven Years Practising as an Architect

Please complete the following records of relevant experience over the last seven years.

*Experience gained over three years as an architect with professional responsibility*
Start with reports totaling at least three years of practice as an architect with professional responsibility for projects undertaken. This can be either when you were the architect with sole professional responsibility for a building of moderate complexity or the architect in charge of a significant aspect of a complex building or a combination of these. Please list projects in reverse date order, i.e. starting with the most recent first.

<table>
<thead>
<tr>
<th>Project name</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates (start/finish)</td>
<td>-</td>
</tr>
<tr>
<td>Practice name</td>
<td>-</td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Role of applicant</td>
<td>-</td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project name</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates (start/finish)</td>
<td>-</td>
</tr>
<tr>
<td>Practice name</td>
<td>-</td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Role of applicant</td>
<td>-</td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td>-</td>
</tr>
</tbody>
</table>
### The APEC Architect Project
Application for Assessment for Architects Registered/Licensed in Canada

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Dates (start/finish)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Practice name</strong></td>
<td></td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td><strong>Role of applicant</strong></td>
<td></td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Dates (start/finish)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Practice name</strong></td>
<td></td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td><strong>Role of applicant</strong></td>
<td></td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td></td>
</tr>
</tbody>
</table>
## The APEC Architect Project

Application for Assessment for Architects Registered/Licensed in Canada

<table>
<thead>
<tr>
<th>Project name</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates (start/finish)</td>
<td>-</td>
</tr>
<tr>
<td>Practice name</td>
<td>-</td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Role of applicant</td>
<td>-</td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project name</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates (start/finish)</td>
<td>-</td>
</tr>
<tr>
<td>Practice name</td>
<td>-</td>
</tr>
<tr>
<td>Applicant was the architect with sole professional responsibility for a building at least of moderate complexity</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Applicant was the architect in charge of a significant aspect of a complex building</td>
<td>Yes/No -</td>
</tr>
<tr>
<td>Role of applicant</td>
<td>-</td>
</tr>
<tr>
<td>Brief description of project with reference to its level of complexity</td>
<td>-</td>
</tr>
</tbody>
</table>
Experience gained in an additional four year period of professional practice as an architect apart from the three years cited above.

In the table below please record a minimum of an additional four years professional experience gained in the following categories of architectural practice:

A. Preliminary Studies and Preparation of Brief
B. Design
C. Contract Documentation
D. Administration

<table>
<thead>
<tr>
<th>Dates</th>
<th>Organization/practice</th>
<th>Projects and experience (Place an X in the relevant boxes on the right to indicate categories of architectural experience)</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The APEC Architect Project
Application for Assessment
for Architects Registered/Licensed in Canada

Payment Information

There is a one-off, non-refundable application fee of $175, plus applicable taxes. Please provide credit card details below or enclose a cheque made payable to the ‘Architectural Institute of British Columbia’.

Cheque □ Visa □ Mastercard □

Name of Cardholder: ________________________________

Card Number: ______________________________________

Expiry Date: ________________________ CVV: _______________________

Signature of Cardholder: ________________________________

Referees

Please list the names and positions held by professional associates familiar with your work. Referees should not be fellow partners/principles within the applicants practice.

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization/practice</th>
<th>Email Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The APEC Architect Project
Application for Assessment
for Architects Registered/Licensed in Canada

Signature of Applicant

I hereby declare that the contents of this application form and attached documents are true and correct. I agree to be bound by the regulations, including the code of professional conduct established and enforced in the respective Asia Pacific economies where I intend to provide architectural services.

Signed by: ________________________________

Date: __________/________/_______

Please mail this signed application form, a letter of good standing from your provincial or territorial architectural licensing authority, and payment to:

Canadian APEC Architect Monitoring Committee
c/o Architectural Institute of British Columbia
100 - 440 Cambie St.
Vancouver BC V6B 2N5

Your application will be considered by Canadian APEC Architect Monitoring Committee and you will be advised of the results of its deliberations by mail.

November 2013
APEC Architect Project

In January 2013, Canada (through the International Relations Committee (IRC) of the Canadian Architectural Licensing Authorities (CALA)) officially commenced the role of project secretariat for a two-year term culminating in hosting the Sixth APEC Architect Project Central Council Meeting in Vancouver, British Columbia, in October 2014.

The aim of the Asia Pacific Economic Cooperation* (APEC) Architect Project framework is to establish a mechanism to facilitate the mobility of architects for the provision of architectural services throughout the APEC region by reducing the current barriers to the export of professional services, i.e. to facilitate trade, labour and business mobility in the public interest among its economies. The participating fourteen economies are each represented by their architectural profession's regulatory jurisdictions and are as follows:

> Australia
> Canada
> People’s Republic of China
> Hong Kong, China
> Japan
> Republic of Korea
> Malaysia
> Mexico
> New Zealand
> Republic of the Philippines
> Singapore
> Chinese Taipei
> Thailand
> United States of America

An "APEC Architect" is a person who is registered, licensed or otherwise professionally recognized as an architect in a participating economy, their "home" economy. that person possesses at least seven years of practice (post-registration) experience including demonstrated senior responsibility and has been accepted by that home economy's designated APEC Architect Monitoring Committee allowing their name to be added to a section of the APEC Architect Register maintained by that economy.

For APEC Architects hoping to practise in a participating economy, other than their own, their registration process is expedited by their APEC designation. Participating economies have agreed to generally accept the standing of a registration application who is an APEC Architect as providing "advanced eligibility" and will grant that applicant an interview. Typically, the interview will focus on matters which are domain-specific to the new host economy. APEC Architects are bound by their home and host economies codes of professional conduct to protect public health, safety and welfare. Registration is not guaranteed.

Within certain economies which are active in the project, an APEC Architect can have a higher
level of recognition. As well, an APEC Architect is entitled to an "APEC Card" which in some economies carries not only enhanced status but also direct perquisites, such as quicker access through travel/security.

APEC is an international forum composed of twenty-one member economies that have undertaken to act collectively to promote economic and technical cooperation within the Asia-Pacific region. Its purpose is "to sustain the growth and development of the region for the common good of its peoples". The APEC Architect project is an initiative of the APEC Human Resources Development Working Group (HRDWG) and was endorsed by the HRDWG at its year 2000 meeting in Brunei as a direct response to the Group’s Strategic priority of facilitating mobility of qualified persons by developing a means for the mutual recognition of skills and qualifications.

For more information about the APEC Architect Project please visit the website www.apecarchitects.org or email apec-architect@aipc.ca.
November 1, 2013

Blakely C. Dunn, AIA, NCARB
President / Chair of the Board
National Council of Architectural Registration Boards
1801 K Street, NW
Suite 700K
Washington, DC 20006

I am pleased to write to you as Chair of the International Relations Committee and on behalf of the members of the Canadian Architectural Licensing Authorities (CALA) which, as you are aware, represents all of the architectural regulators in Canada.

The purpose of this letter is to confirm that all eleven members of CALA have now signed their respective Letter of Undertaking under the new Mutual Recognition Agreement between NCARB and CALA. This of course fulfills the requirement on behalf of CALA for at least 51% participation of the member jurisdictions.

We are hopeful that similar information will be forthcoming from NCARB in the very near future in order that the new MRA can come into force as intended on January 1, 2014.

Notwithstanding that we are all working towards the implementation date noted above which is stipulated within the MRA, my letter also serves to provide formal notice on behalf of CALA of our decision to withdraw from the existing Inter-Recognition Agreement between the National Council of Architectural Registration Boards and the Committee of Canadian Architectural Council (CCAC) dated July 1, 1994 should the January 1, 2014 deadline not be met. In accordance with Section 8 of that Agreement which sets out the provisions regarding either party’s desire to terminate the Agreement including 60 days’ notice, the members of CALA (formally CCAC) hereby advise that it will officially withdraw from the Agreement effective January 1, 2014.

As noted above we are confident that this will in fact be a non-issue and that the new MRA will be in place on January 1, 2014.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

[Signature]

Peter Streith, Chair
International Relations Committee

cc:  Michael J. Armstrong, CEO
     Stephen Nutt, AIA, NCARB, CAE
     Members of the Canadian Architectural Licensing Authorities
Hi everyone, see below latest count from NCARB, so you are at 23 confirmed.. only 5 more to go.

Kristi

---

From: Nutt, Stephen [mailto:SNutt@ncarb.org]
Sent: Tuesday, November 05, 2013 4:30 PM
To: Kristi Doyle
Subject: RE: Letter to NCARB

Kristi –
Thanks for getting me the letter.
We have 23 yes jurisdictions with 15 in-hand and 8 yet to forward the paperwork.
4 boards met in October with no word, so we are calling them today and tomorrow.
6 boards are meeting in November.
We only need 3 of those 10 to hit 28.
I hope to provide a better update in Playa del Carmen.

Stephen Nutt, AIA, NCARB, CAE
Sr. Architect / Advisor to the CEO

NCARB  1801 K Street NW  Suite 700K  Washington, DC 20006
202 783 6500 Main  202 879 0544 Direct  202 783 0290 Fax
snutt@ncarb.org

The National Council of Architectural Registration Boards protects the public health, safety, and welfare by leading the regulation of the practice of architecture through the development and application of standards for licensure and credentialing of architects.
The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please reply to the sender and destroy all copies of the message.
TO: All Architects and Interns in Canada

FROM: CANADIAN ARCHITECTURAL LICENSING AUTHORITIES (CALA)

DATE: July 10, 2013

RE: Important Update regarding the Canada/US Inter-recognition Agreement

Summary:

- On June 17, 2013, a new Mutual Recognition Agreement (MRA) was signed at the national level between CALA and NCARB.

- Effective date is January 1, 2014 HOWEVER implementation is contingent on 51% of Individual State Licensing Boards and 51% of Canadian Architectural Licensing Authorities becoming formal signatories to the Agreement.

- The existing Canada/US Inter-Recognition Agreement will no longer apply when the new Agreement comes into effect.

- Notwithstanding the above, CALA has given notice to NCARB of its desire to retire the existing Agreement effective January 1, 2014.

- New MRA is based on Licence/Registration in ‘good standing’ in home jurisdiction and one year post-licensure experience.

Background:

As you are likely aware, individuals who have written the Examination for Architects in Canada (ExAC) are not eligible for reciprocal licensing with the United States under the existing Canada/US Inter-Recognition Agreement. The current Agreement has been in effect since 1994 and is based on the similarities between the Canadian Internship in Architecture Program (IAP) and the US Intern Development Program (IDP) and completion of the US Architectural Registration Examination (ARE).

Since 2009 CALA’s International Relations Committee (IRC) has been working to negotiate a new MRA with the US for Architects. The new MRA respects the introduction of Canada’s own professional examination (ExAC) as well as subsequent changes to both the Canadian IAP and US IDP.

Over the next five months, all 54 US jurisdictions and 11 architectural licensing authorities in Canada will be presented with a copy of the new nationally signed MRA and asked to become formal signatories by January 1, 2014. It should be noted that all 11 Canadian jurisdictions have in fact agreed in principle to the new MRA at this time.
Given the consultations that have occurred in Canada with respect to the development of this new MRA and direction given by CALA throughout the process, it is anticipated that all 11 architectural regulators will formally sign on in the next few months. This new MRA will only be available to individuals who are licensed and whose principle place of practice is in a jurisdiction that has signed on to the new MRA.

NCARB has noted that they are fairly confident that they will have at least 30 State Boards prepared to sign on over the next five months. **CALA will provide confirmation of this as soon as possible, or an update if it appears that the required number of State Boards will not be reached by January 1, 2014.**

Notwithstanding the anticipated implementation date for the new MRA on January 1, 2014, CALA, on behalf of the Canadian licensing authorities have indicated to NCARB its desire to retire the existing Canada/US Inter-Recognition Agreement regardless of whether the new Agreement is in place on January 1, 2014. This development was the result of direction given by the individual licensing authorities in Canada due to the growing number of architects (or interns soon to be licensed) that have written the ExAC since 2008 and that are not eligible for reciprocal licence.

The fundamental principles of recognition under the new MRA are Licence/Registration to Licence/Registration plus one year of post licensure experience in the individual’s home country. Home Country means either Canada or the United States of America for the purpose of the MRA. In addition, the following will be required: a letter of good standing from the architectural licensing authority in the individual’s principal place of practice; a letter of declaration from the applicant attesting to the 1 year of post licensure experience; citizenship/permanent residency in the home country; and a Certificate issued by NCARB. Click here for a copy of the new nationally signed MRA so you can familiarize yourself with the details.

Finally, the question continues to be asked about CALA jurisdictions recognizing the ARE as meeting the examination requirement in Canada. No universal decision has been made in this regard. If a decision is made to no longer recognize the ARE as meeting the examination requirement in Canada, a reasonable and appropriate notice/transition period will be announced and implemented.

This bulletin is intended to update Architects and Interns across Canada and we hope that you will find this useful. If you have any further questions please contact your regulatory body directly.
Terms of Reference for the Monitoring Committee
Established under the
MUTUAL RECOGNITION AGREEMENT
Between The
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
And The
CANADIAN ARCHITECTURAL LICENSING AUTHORITIES

The National Council of Architectural Registration Boards (NCARB) representing the architectural licensing boards of the 50 states, the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.

AND

The Canadian Architectural Licensing Authorities representing the 11 Provincial and Territorial jurisdictions in Canada (collectively CALA and individually, the CALA jurisdictions): Architectural Institute of British Columbia; Alberta Association of Architects; Saskatchewan Association of Architects; Manitoba Association of Architects; Ontario Association of Architects; Ordre des architectes du Québec; Nova Scotia Association of Architects; Architects Association of New Brunswick; Architect’s Registration Board of Newfoundland & Labrador; Architects Association of Prince Edward Island; Northwest Territories Association of Architects.

Whereas NCARB and CALA have agreed to and signed a Mutual Recognition Agreement dated June 17, 2013, 2013 the following items will govern the implementation of the Agreement among the NCARB member Boards and the CALA regulators

Whereas NCARB and CALA has agreed to establish and maintain a National Monitoring Committee under the MRA the following terms of reference will apply.

- The key mandate of the Committee is to Monitor and Maintain the MRA.
- The Committee will meet annually to consider any maintenance issues with respect to the agreement and ensure open and ongoing communication between CALA and NCARB.
- The Committee will monitor the implementation of the agreement by the signatory jurisdictions to ensure that the spirit of the MRA is respected and that the terms of the Letter of Undertaking are adhered to.
- The Committee will identify any issues around updating or ongoing maintenance to their respective organizations (CALA and NCARB) and consider recommendations to address those matters.
- The Committee will have joint responsibility for the Official list of signatory jurisdictions to the Agreement and will develop and implement an agreed to process for removal of a jurisdiction and mechanism to deal with non-compliance with the Agreement of a jurisdiction.
- The Committee will review and agree to jointly any matters that relate to the process for issuance of a certificate to a Canadian architect included that they continue to be issued based on the principles of the agreement
- The Committee will review and agree to jointly any changes to the following fees and/or details that will apply to Canadian architects applying for an NCARB certificate under the Agreement
- Upon Initial Application $450 application fee + $225 for first year of maintenance
- Annual renewal $225
- Transmittal fee per jurisdiction $100

- The Certificate does not need to be kept active once a license is obtained in a US jurisdiction or in order for that license to be maintained.

- The Certificate must remain active/current in order to transmit to a jurisdiction. The certificate is deemed to be current unless notified by the applicant.

- In order to re-activate the Certificate a $450 application fee and $225 annual maintenance fee will apply.

- No additional information will be requested from the applicant by NCARB provided that the information that that was originally provided continues to be current.

- Notwithstanding that individuals who obtained their license via either jurisdictions BEFA program are not eligible under this agreement; there is an understanding that this issue will be revisited within the first three years following implementation of the new agreement.

Date:
ITEM 7.2

TO BE DISTRIBUTED
How globalization has left the 1 per cent even further ahead

By TAVIA GRANT AND JANET McFARLAND

Canada is at a crossroads. A gap has grown between the middle class and the wealthy. Now, that divide is threatening to erode a cherished Canadian value: equality of opportunity for all.

This is part of The Globe's Wealth Paradox series, a two-week examination into how the income divide is shaping Canada.

Income levels for most Canadians haven't changed much in recent years, but for one group: The wealthy are pulling away from the pack.

An analysis of top earners shows their annual incomes have more than doubled over the past three decades while the median taxpayer's income has changed very little, suggesting that in Canada – as in the United States – the wealthy have benefited most from economic growth and productivity gains.

Globalization is the crucial driver: The top 1 per cent of earners have seen growing demand for their specialized skills in the knowledge economy, while lower-income earners have felt the pressure of offshoring and technological change. But though education, field of expertise and hard work help propel people into the 1 per cent, there are signs that mobility is being somewhat compromised. There's more stickiness at the top – once people reach the top 1 per cent, they're more likely than in the past to stay there.

At the very top, skyrocketing executive pay in the U.S. has had ripple effects as Canada and other countries try to lure and retain talent. Highly skilled workers – from scientists to specialized engineers – are also in greater demand, particularly in cities with tighter labour markets, such as Calgary. Those with the prized skills for today's economy are seeing above-average rewards, while demand for others is dwindling – creating a more polarized job market.

"The market for people at the top has only improved because they've got more scope for their skills. Meanwhile, people in the middle to the bottom end in Canada are put in a position where they are competing with workers globally," said Michael Veall, economics professor at McMaster University, who has been studying income trends for 25 years. "One group has had a better market and one group has had a worse market for their skills."

Other forces are also at work. Declining unionization has contributed to wage inequality, while government policy has also played a role, with cuts to transfers and lower marginal tax rates since the 1980s making Canada's tax-and-benefit system far less of an equalizer than in past decades, according to the Organisation for Economic Co-operation and Development.

The higher up the income ladder, the larger the gains. Incomes among the top 1 per cent have climbed 80 per cent since 1986, according to inflation-adjusted calculations by Prof. Veall. They're up 138 per cent for the top 0.1 per cent of earners and 169 per cent among the top 0.01 per cent – compared with gains of 19 per cent for the bottom 90 per cent of earners. Thus the most affluent are gaining a greater share of the income pie.
Canadians, Prof. Veall said, need to discuss "how we adjust to a fairly remarkable social change."

Executive pay has soared since the 1990s, spurred by new regulations that require pay disclosure for top executives – leading to a competitive race to keep pace with the highest paid – and by a growing push to pay executives increasing amounts of equity compensation, such as share units, which have led to bigger payouts.

The most elite – who are skewing the average upwards – tend to be concentrated in finance and management. In the decade since 2001, median pay for CEOs at Canada's 100 largest companies has almost tripled to $4.1-million from $1.4-million. (The pay totals are even higher, but the calculation excludes the value of stock option grants and pension accruals in both periods because there is no comparable data available from 2001, when the information did not have to be disclosed.)

"The market has grown a lot bigger, so the top sports stars, movie stars and business executives make mega bucks, because the catchment area for their appeal is huge – it's now global, whereas 10 or 20 years ago it was more localized," said Michael Wolfson, an economist and Canada research chair at the University of Ottawa.

Canada has long been considered more equal in income than the U.S. due to its stronger social support programs, but that's changing with global competition and more porous borders. "It's been a lagged adjustment in Canada. But the more egalitarian tendencies just couldn't stand up, particularly at the high end of the income distribution, to the pressures from U.S. competition," where CEO pay is skyrocketing, Mr. Wolfson said.

It's not just executives and elite athletes who are seeing wages climb. To join the top 1 per cent of earners requires $201,400 in annual earnings, and the group encompasses doctors, dentists, lawyers, veterinarians, real-estate agents, architects and engineers. The knowledge economy means that these jobs are much more valued than in the past.

Engineers, for example, have seen their earnings climb 35 per cent in the past 25 years after adjusting for inflation, data from Statistics Canada show. The gains have been even greater in Alberta, where the most senior group of specialized engineers has seen median base salaries rise 18 per cent in the past five years alone, according to the Association of Professional Engineers and Geoscientists of Alberta. Their median base salaries of $218,000 a year – with total median compensation of $325,000 – puts them squarely in Canada's top 1 per cent.

The picture differs across Canada. More than half of the income surge experienced by Canada's top 1 per cent in the past three decades came from two cities alone – Toronto and Calgary, according to an as-yet unpublished study by Statistics Canada economist Brian Murphy and Prof. Veall.

The recession walloped those at the top of the earnings ladder as their investment incomes dropped. But wealthy Canadians appear to be regaining their footing. The number of millionaires, in terms of total annual income, ebbed after the recession, but most recent tax-filer data show their ranks are climbing again, with growth between 2010 and 2011. Last year, the number of high-net-worth Canadians (defined as those with investable wealth of $1-million or more) rose to a record, according to the Royal Bank of Canada.

And top 1-per-cent earners have seen their share of total income remain high compared to past decades. By this measure, "the concentration of incomes has returned to Depression-era levels," said Thomas Lemieux, an economics professor at the University of British Columbia who co-wrote a paper on trends in income inequality last year.

Earnings at the top have also been boosted by the investment portfolios of wealthier Canadians. Canada's top 10 per cent earned 57 per cent of all reported investment income in 2010, according to Statistics Canada. Despite all the market volatility of the past five years, the S&P/TSX composite index is up 77 per cent from its bottom in March, 2009, providing income gains for those in a position to take advantage of them.

Then there's the issue of mobility. There is evidence that once people climb into top income brackets, they're more likely than in decades past to stay there. In 2010, 52.7 per cent of top 1 per centers had been there five years earlier – up from 43.9 per cent in 1987. Meanwhile, people are also becoming more likely to be stuck in the bottom decile, according to Statscan. Worsening mobility can dent aspirations and the incentive to work hard.

That impact on mobility concerns John Arnold, an Ottawa manager whose family income is over $200,000 a year. He believes high-income earners should care about income inequality because it shapes the society they live in. Stark inequality can erode a country's social fabric and breed resentment and crime, he says.

"I feel that income inequality and the related social inequality in Canada is one of those insidious issues that continue to erode Canadian society," he said.
In Toronto, David Langille says he and his wife are "likely in the top 2 per cent" of income earners in Canada but do not feel affluent. The instructor at the University of Toronto and York University says they live in a modest home in central Toronto with a growing line of credit and an older car.

He says academic research has convinced him there is a clear link between more equal wealth distribution and societies that are happier and healthier – and he worries that Canada will see those advantages erode.

Wealthy Canadians, he said, "have a vested interest" in caring about inequality, even if they are comfortable. "I'm very happy to be able to live in a mixed-income neighbourhood where there aren't terrible extremes of wealth and poverty, because it affects our safety," he said. "I'm proud that I don't have to live in a gated community that is secured at night. I don't believe in creating ghettos of poverty or wealth."

WHO ARE THE 1 PER CENT?

- There were 254,730 tax filers in the top 1 per cent category in 2010, 79 per cent of them male and 21 per cent female. The vast majority – 83 per cent – were married or in common-law relationships, with a median age of 51.
- The threshold to reach the top 1 per cent in 2010 was $201,400, while the median income in the middle of the 1-per-cent pack was $283,400 and the average income of 1 per centers was $429,600.
- The 1 per cent are more educated than average, with 67 per cent having completed university degrees (compared with 21 per cent of all Canadians over age 15). More than half of the 1 per cent have degrees in three areas of study: business (29 per cent), health (15 per cent) and engineering (11 per cent).
- The vast majority of those in the 1 per cent – 88 per cent – work in five broad occupation groups: management (39 per cent), health care (14 per cent); business and finance (14 per cent); education, law, community and government service (11 per cent) and natural and applied sciences (10 per cent).
- The 1 per cent paid 21 per cent of all federal and provincial taxes in Canada in 2010. Their median tax bill was $90,100 in 2010, up from $32,300 in 1985.
- A growing proportion of the 1 per cent live in Alberta – 20 per cent of them, up from 10 per cent in 1990 – while 43 per cent live in Ontario, 17 per cent in Quebec and 12 per cent in British Columbia.
- The 1 per cent are growing more likely to stay at the top. In 1987, 44 per cent had also been in the 1 per cent five years earlier, a proportion that climbed to 53 per cent by 2010.
- Highly educated men are increasingly likely to marry women with similar education levels, further boosting incomes at the top. In 2001, 54 per cent of couples marrying in Canada had the same education level, up from 42 per cent in 1971.

Source: Statistics Canada

References

Giant ceramic tiles and glued timbers: The architect’s toolbox goes high-tech

Design. Alternatives to products such as brick and precast concrete are giving designers a host of cool options.

New high-tech building products and construction techniques for condominiums are revolutionizing the way architects design buildings, with cheaper, lighter, easy-to-install alternatives to such mainstream products as bricks and precast concrete. Roland Rom Colthoff, principal with RAW Design, talks about a new product that is basically a huge ceramic tile.

“A couple of manufacturers make an ultra-thin porcelain panel. It’s about an eighth of an inch thin and they’ve got it manufactured to three-metre by one-metre dimensions.”

The panels are not cheap, says Colthoff, but they come in great colours. “It’s a porcelain tile, so it’s a through-the-body colour and there’s a wide range of colors as you would expect from tiles.”

The new material will be used for the colourful exterior of Pemberton’s new Ten93 Queen West condos. “We’re cladding the corner of the building with three different colours ranging in intensity from a mild yellow to hot red.”

Toon Dreessen is a member of the Ontario Association of Architects. He says that wood framing is making a comeback in construction, but not the way you would think of an average framed suburban house. These are high-tech, engineered timbers that have several advantages.

“It’s still wood frame but it relies much more on engineered structures and timbers to deal with large spans and large openings and the load of four or five levels of framing,” says Dreessen.

“It’s inconceivable at the moment to build a high-rise condo out of wood, but it’s certainly used for mid-rise and low-rise construction. “They’re pushing the envelope beyond what people did even 50 or 60 years ago with what’s called Giuliam, which is glued, laminated timbers, and those are just iconic, gorgeous and beautiful,” he says.

Paul Stevens, a principal at ZAS Architects, is one of the architects of Urban Capital’s River City condos in the West Donlands. “Through the development proposal there were some very high design ambitions — it’s a little less typical than a lot of condo construction projects.”

“They’ve used radical materials and construction techniques seldom seen in residential buildings, like the aluminum wall panels.

“It’s like an aluminum plate, if you will. You can paint it any colour. The beautiful thing about it is that you can also shape it in any size, and that’s perfect for the kind of design that this building is. It’s a very kind of sculptural form to be building. It gives you freedom — freedom in shape, freedom in design and freedom in colour.”
The recent “spurt” of government infrastructure spending has dried up, leaving architects – including those in the North – pining for a better way, says the president of the profession's provincial governing body.

“Things are slowing down in areas where the percentage of government work is traditionally high,” said Sheena Sharp, president of the Ontario Association of Architects.

Ottawa, for instance, “is dead” while Northern Ontario is also seeing a decline in government projects, said Sharp.

She said architects would like to see governments move to an “even flow” of spending, with projects considered over the long term.

“The best way to do it is not have a sudden spurt and have everyone running around madly,” said Sharp. “It's hard to do great work
when you're running around like a chicken with your head cut off.”

Sharp was in Sault Ste. Marie on Wednesday to meet with the nine-member Algoma Society of Architects as part of a yearly state-of-the-province tour.

She said the North, where housing pressures are not as great and where resource-based industry isn't as reliant on architectural services, is particularly scarce of spending now that federal and provincial governments have pulled back on stimulus infrastructure spending.

“Government work – the schools, the community centres, all the stuff that serves the people in the resource-based industries – that tends to be the bread and butter of Northern architects,” said Sharp.

David Ellis, president of the Algoma society, said the Sault has little on the horizon, with the bulk of recent architectural work having begun to dry up starting in 2009, with most projects essentially handed over to their owners as of last year.

Things were essentially too good during the period preceding that, said Ellis.

“We all had to hire people from out of town to take up the slack because of the fact there was too much work to take up all at once,” said Ellis.

The exact opposite is true now, leaving architects waiting for things to improve.

“I've been in practice almost 35 years now and this is the slowest I've ever seen it,” said Ellis.

He said the number of local proposal calls for architects are roughly 8% of what the average has been over the last 30 years.

As of September, when the city issued its last building permit update, the 2011 values year-to-date totalled almost $62 million, while this year's value of work in the institutional sector total just shy of $21 million, a difference of $40 million.

Ellis said the only major government project on the horizon is the Huron-Superior Catholic District School Board's new high school project on Second Line with a spring 2013 construction start date. That project is expected to go ahead with $43 million in provincial funding.

“The industry will react like it always does,” said Ellis. “It's waiting out the storm.”

He said he'd like to see infrastructure projects rolled out more evenly. It would not only be better for the industry, but cheaper for taxpayers because it would avoid pushing up the cost of building as was the case in the recent spate of spending.

Sharp said architects, as part of the Construction Design Alliance of Ontario which includes road builders, engineers, interior designers and general contracts, are pushing government to move toward having long-term infrastructure plans.

“We know we're going to need sewers, we know they're going to need to be renewed. We know right now that we really need seniors housing and seniors infrastructure,” Sharp said.

She said the roughly four-year cycle of changing government makes it difficult to do that kind of planning.

If you already have an account on this newspaper, you can login to the newspaper to add your comments.

By adding a comment on the site, you accept our terms and conditions and our netiquette rules.
Infrastructure a cornerstone of Ontario economic update – Daily Commercial News

November 18, 2013

Construction industry leaders are pleased to see that building modern infrastructure is one of the cornerstones of the Ontario government’s fall economic statement, including a proposal to introduce legislation that would require governments to table 10-year infrastructure plans.

“Core infrastructure in Ontario suffers from decades of underfunding and has left a massive ‘deficit’ that must be addressed,” said Clive Thurston, chair of the Construction Design Alliance of Ontario (CDAO).

The CDAO says over the past decade municipalities have been forced to take on greater responsibility for local infrastructure. In many municipalities, especially those with larger geographical areas and smaller taxpayer bases, it is absolutely impossible to maintain infrastructure.

The economic statement proposed introducing legislation requiring governments to table 10-year infrastructure plans in the legislature and the government also committed to continuing its investment of over $35 billion in infrastructure over the next three years.

It plans to build modern infrastructure by becoming the first province to develop Green Bonds to help fund green infrastructure projects, including public transit. It will also create a new Trillium Trust, a dedicated fund that would receive gains from asset sales, such as from the sale of the province’s interest in General Motors shares, to finance key public infrastructure priorities.

The Christian Labour Association of Canada (CLAC) is interested in how the government will move forward with plans to enhance its Alternative Financing and Procurement model to help companies of various sizes participate while boosting opportunities for apprentices. CLAC has been in discussion with the minister and his office about plans to use procurement to boost training and development opportunities for apprentices since it was initially proposed in the 2013 budget.

CLAC is supportive of creating opportunities for companies and apprentices but the policy approach needs to regularly table a long-term infrastructure plan in the legislature covering a period of at least 10 years.

Ontario’s long-term infrastructure act details released

The Ontario government released new details on Nov. 26 about the proposed Infrastructure for Jobs and Prosperity Act, which would require the province to regularly table a long-term infrastructure plan in the legislature covering a period of at least 10 years.

Latvian rescuers end search after supermarket collapse, final death toll at 54

Latvia’s rescue service says it has finished searching the site of a collapsed supermarket in which 54 people died, including three firefighters, and at least 40 were injured.

RMCAO to launch new pavement comparison tool

The new Pavement Design Assistance Program (PDAP) will enable users to compare pavement characteristics to a performance-based database.

Ontario’s long-term infrastructure act details released

The Ontario government released new details on Nov. 26 about the proposed Infrastructure for Jobs and Prosperity Act, which would require the province to regularly table a long-term infrastructure plan in the legislature covering a period of at least 10 years.

Latvian rescuers end search after supermarket collapse, final death toll at 54

Latvia’s rescue service says it has finished searching the site of a collapsed supermarket in which 54 people died, including three firefighters, and at least 40 were injured.

RMCAO to launch new pavement comparison tool

The new Pavement Design Assistance Program (PDAP) will enable users to compare pavement characteristics to a performance-based database.

Ontario’s long-term infrastructure act details released

The Ontario government released new details on Nov. 26 about the proposed Infrastructure for Jobs and Prosperity Act, which would require the province to regularly table a long-term infrastructure plan in the legislature covering a period of at least 10 years.

Latvian rescuers end search after supermarket collapse, final death toll at 54

Latvia’s rescue service says it has finished searching the site of a collapsed supermarket in which 54 people died, including three firefighters, and at least 40 were injured.

RMCAO to launch new pavement comparison tool

The new Pavement Design Assistance Program (PDAP) will enable users to compare pavement characteristics to a performance-based database.
to be thought through carefully to ensure it achieves the objectives in a fair, measurable and fiscally responsible manner,” said CLAC Ontario director Hank Beekhuis.

The government said Infrastructure Ontario will work with the province’s international trade offices to create export opportunities for Ontario’s construction companies, engineers, architects and financial services.

The province will focus on building highways, municipal infrastructure, health infrastructure and education and post-secondary infrastructure.

To ensure Ontario’s economy continues to provide the growth and opportunities that Ontarians have come to enjoy, investment must focus on both bringing core infrastructure up to current standards while putting in place which is needed to support growth, said Thurston.

“It is key provincial and federal partners invest in projects to slow the rate of decline in our aging foundations,” he said.

The fall economic statement also focused on investing in businesses and investing in people.

In an effort to support a dynamic and innovative business climate, the government is examining new measures to encourage increased business investment in Ontario.

In particular, the government is examining “pay or play” measures to boost business research and development investment and employee training to help workers and create an even more competitive economy. The government says it is also working to further strengthen Ontario’s industry sectors so they are poised to take advantage of emerging global opportunities.

The government’s plan for investing in people includes the first grant program solely dedicated to seniors, which will help older Ontarians remain active, healthy and connected to the community and the Youth Jobs Strategy, which is expected to create 30,000 employment and mentorship opportunities for young people.
Chianello: City planners would do well to heed advice of renowned architect

BY JOANNE CHIANELLO, OTTAWA CITIZEN   NOVEMBER 25, 2013

Award-winning architect Jack Diamond was in Ottawa last week, offering his views on city intensification.

Photograph by: Pat McGrath, Ottawa Citizen

When Jack Diamond — officer of the Order of Canada, Royal Architectural Institute of Canada Gold Medal winner, all-around Canadian design icon — comes to town to discuss how we should build cities, the cognoscenti take note.

So it was no surprise to discover National Capital Commission executives, senior city planners, Mayor Jim Watson and a couple of councillors, developers, architecture professors and a smattering of media types piled into a Rideau Club dining room late last week to listen to the renowned architect.

The luncheon guests were hardly shocked by the Toronto-based Diamond’s main message that continuing to build low-density communities is simply not sustainable. Even in Ottawa, where we have more open space than almost any other large Canadian municipality, we’ve been embracing the concept of intensification as we come to grips with the fiscal and environmental costs of ever-expanding sprawl.

But Diamond did raise a few eyebrows when he suggested cities are going about intensification all wrong.
High-rises? “All too often a knee-jerk reaction.”

And he had few good things to say about a current plan to build 80-storey towers in downtown Toronto, arguing that there isn’t the infrastructure to support such a huge development, at least not right now.

To the hundreds of Ottawa residents who’ve come to this city’s planning committee to complain of out-of-scale rezonings, Diamond is surely a hero. While he’s not against tall buildings per se, Diamond posits that too often, condo towers are approved and built smack in the middle of low-rise neighbourhoods all in the name of intensification.

“You’ve got to calibrate it,” Diamond said in an interview after his speech. “You can’t confront 20 storeys with two.” He doesn’t offer a strict formula for how the building heights should be graded in a community, because “the important part is that the contrasts are not great.”

The award-winning architect of the Four Seasons Centre for the Performing Arts is also a big believer that most cities can reach their intensification goals with a combination of residential infill — that’s duplexes, triplexes and even quarterplexes (no NIMBYism allowed!) — low-rise apartment buildings and, on main intersections, mid-rise buildings in the nine- or 10-storey range. And he’s including the suburbs in this vision.

“If you were to measure the under-utilized land within the city boundary, you’d be shocked by how much there is,” said Diamond.

But of all his bold ideas — from revamping the municipal tax system to protecting man-made space like sidewalks over green space (although he admitted later he was exaggerating slightly to be provocative) — Diamond’s most intriguing concept was that of shopping centre as town centre.

It makes perfect sense: zone malls as mixed-use centres, to include housing and offices. After all, retail centres are usually surrounded by acres of parking, which could go underground or in a parkade, turning over all that under-utilized space to building street-front shops — “The surest way to kill a street is to build blank walls along them,” said Diamond — and housing. Key to this plan is to locate shopping malls on major transit hubs.

It was a fascinating discussion, in large part because we don’t often talk out how to make the suburbs denser. The intensification conversation usually pits the rapidly changing urban core against the expanding outer communities. That’s got to stop if we have any chance of growing this city in a sustainable way.

In Ottawa, we’re only just getting around to that discussion. Indeed, some of these intensification concepts will be discussed this week as council votes on the official plan, the city’s blueprint for building in years to come.

Perhaps we can learn from our planning mistakes of the past — such as approving a 48-storey building in a neighbourhood of largely two-level homes, for example — and put in place rules “to increase the density of the suburbs without upsetting the scale,” as Diamond put it.
And that's an outcome any neighbourhood in the city would welcome.

jchianello@ottawacitizen.com
twitter.com/jchianello

© Copyright (c) The Ottawa Citizen

Award-winning architect Jack Diamond was in Ottawa last week, offering his views on city intensification. Photograph by: Pat McGrath, Ottawa Citizen

http://www.ottawacitizen.com/story_print.html?id=9211901&amp;sponsor=

11/26/2013
Elliott Lake panels asked about tightening rules of professional engineering

Questions posed to experts and engineering and architectural associations include issues around requirement for continuing education, and declaring areas of non-competence.

Should the term "prime consultant" be defined? Should mandatory education for engineers in Ontario be mandatory? Experts discuss these and a host of other critical questions.

In Ottawa this week a series of expert roundtables are being held as a follow up to the evidence given at the Elliot Lake Commission of Inquiry.

Justice Paul Belanger called for the roundtables at the beginning of the Inquiry that began in March. He is using them as means to seek expert advice on subjects related to public safety that have arisen during the inquiry and before he issues his report, due in September 2014.
The roundtable participants, which included representatives from Professional Engineers Ontario (PEO), the Ontario Architects Association (OAA), the Ontario Association of Certified Engineering Technicians and Technologists (OACETT), the Ontario Buildings Officials Association and a host of other organizations, such as insurers and building owners, have been given a set of questions to consider, many of which have deep significance for the practice of building engineering in the province. The sessions are being videotaped and transcribed for public consumption.

Wednesday’s panel has the longest list of questions to consider and many of these deal with the role of the engineer: They included questions such as (paraphrased):

— Should the term “prime consultant” be defined and the roles and responsibilities clearly enunciated?

— Should consultants be required to clarify the scope of their expertise to their clients and to clearly establish which elements of the building they are qualified to provide an opinion on and which elements they will not be addressing.

— Should PEO, OAA and OACETT provide guidelines with clearer standards for the inspection of an existing building? Should these best practices include a request to produce previous structural engineering reports;

— Should there be a requirement on engineers and architects to advise clients (past and present) of the suspension or revocation of their license?

— Although architects and engineers currently have a duty to report a building which poses a threat, should the professional (architect, engineer, technologist) reporting the unsafe building should be afforded immunity from liability where the building has been reported in good faith.

— “The Algo Centre Mall included an open air parking lot over occupied space. Are you aware of other commercial buildings in Canada of similar design and construction? Are there problems with this kind of structure which need to be addressed by consultants?”

— Should Professional Engineers Ontario adopt a system of mandatory continuing education as do other professional engineering licensing bodies in several other provinces?

— Should PEO adopt guidelines for structural engineering practice and independent documented structural engineering review similar to those now published by APEGBC and which resulted from the inquiry into the Station Square collapse in Burnaby, B.C. in 1988?

The panels on Monday and Tuesday dealt more with questions about tightening the regime around buildings inspections. For example:
— Should the owner of a building be required to register the information relating to the condition of a building on the title to the property?

— If so, should the availability of this information apply to all buildings or just commercial buildings?

— Should any and all engineers and architects who have provided services to an owner of a building make available all information in their possession to successor engineers or architects requesting such information?

On the panel for Wednesday, November 20, Chris Roney, P.Eng, will represent Professional Engineers Ontario. Other panelists that day are Paul Acchione, president of the Ontario Society of Professional Engineers, J. William Birdsell, president of the Ontario Association of Architects, and Gregory Miller, vice-president of the technologists' association OACETT, as well as Dale Craig, chairman of J.L. Richards and Associates of Ottawa, and Professor Jag Humar of Carleton University. On previous days the panelists included representatives from building owner organizations such as BOMA and Cadillac-Fairview, governmental organizations such as the Ontario Building Officials Association, and other such as the Insurance Bureau of Canada.

To read the full list of questions and participants at the roundtables, click here.

Related Topics

Building Structure
Engineering

Monitor These Topics

• Building Structure
• Engineering

is a publication for engineers in construction. It covers building structural, mechanical and electrical systems, transportation infrastructure, water and wastewater infrastructure, and environmental issues.

Top of page © 2013 Business Information Group Copyright | Privacy Policy | Feedback
A city can’t ‘demolish its way to success,’ architect warns

There is money to be made in bringing old, vacant or decrepit buildings back to life, but it doesn't come easily.

That message came through loud and clear as developers, property owners and heritage experts shared insights at an event in Hamilton Wednesday night called the Economics of Heritage Preservation.

Hamilton architect Bill Curran says saving old buildings makes economic and cultural sense, citing the former Dominion Furniture building on James North, which he co-owns, and the transformation of a former strip joint on King Street East into artists lofts and working spaces.

“That building can help foster a redevelopment of the Gore,” he told a near-capacity crowd in an upper room of downtown's historic Hamilton Club, which is undergoing an exterior and interior renovation of its own.

He shared figures that he says show “it is a no-brainer that you can do adaptive reuse for way cheaper than building new.”

Clayton Smith, owner of Toronto’s landmark Flatiron Building, said brick and beam construction is the “most marketable thing going. It’s an easy sell to tenants.”

But be prepared to spend, said Smith, who recently completed an extensive restoration of the Dineen building on Yonge Street, just south of Queen.

"I get asked all the time 'How do you budget for restoration?' It's fairly simple: Come up with a number and then double it."

In contrast, Sandy Smallwood of Ottawa works less with spreadsheets and more with his heart. He admitted the economics don't always work out. For instance, he has two full-time employees who do nothing but restore windows.

"I think they are the soul of the building … That's not a good economic model. New windows would be much cheaper.”

He says he made no money on the conversion of a former military building into lofts. It wasn’t for lack of sales because the units sold out in a weekend. But the building had extensive and costly water damage and asbestos issues.

But he urged those who care about old buildings to patronize restaurants, movies and hotels in restored buildings and make their appreciation known to business owners.

"That will send a message to the development community to save old buildings because there is money in it."

Baby boomers, millennials and creative types all want interesting places to live and work in city cores, said Buffalo architect Clinton Brown.

Both Hamilton and Buffalo have a rich stock of former civic, industrial and commercial space "that are 100 years old but were built to last 300 years," he said. Hamilton has the advantage of an influx of market demand looking for such projects.

"As public policy, we think we can demolish our way to success but I've never seen a city … able to do it."

The event was hosted by the Hamilton Heritage Foundation and Friends of Auchmar, with the hope of convincing the "unconverted" that saving historic buildings pays off. It was attended by several senior city officials.

"There are many who are willing to put their money and energy into heritage preservation,” said Mayor Bob Bratina. "We're lucky in a way that prosperity passed us by because we have heritage stock that other cities don't have."

There were plenty of developers in the crowd, too, though most would clearly fall into the "converted" camp on heritage value.

"Our job tonight is to talk to the converted and the unconverted," said Diane Dent, the event's principal organizer. "This is a first step."

She said heritage advocates will work directly but quietly with developers and property owners on key properties "who are wondering 'What's in it for me?'"

mmacleod@thespec.com

905-526-3408 | @meredithmacleod

Ontario’s long-term infrastructure act details released
TORONTO
Long-term infrastructure planning could become law, if the Ontario government’s proposal gets passed.

The proposed Infrastructure for Jobs and Prosperity Act would require the province to regularly table a long-term infrastructure plan in the legislature covering a period of at least 10 years.

“Infrastructure planning with a long-term view provides greater stability and enables better long-term planning and greater investment,” said Ontario Construction Secretariat chief executive officer Sean Strickland in a statement after the government released more details on Nov. 26.

“Workers, contractors and all Ontarians will benefit from the proposed legislation, which will ensure that governments will maintain a strategic and transparent approach to tackling the province’s infrastructure deficit, giving Ontario’s economy the solid foundation that’s needed for growth.”

The proposed act also includes guiding principles to help planning align with demographic and economic trends to maximize the value of provincial infrastructure investments and promote innovation, competitiveness, and job creation and training.

“Today’s proposed legislation will help ensure that the province’s investments in building and renewing Ontario’s infrastructure bring real benefit to our economy. This is a long-term investment in jobs, training, and the future of Ontario. It’s a process that started with the Ontario government’s long-term infrastructure plan Building Together, and it continues with this legislation,” said Clive Thurston, president of the Ontario General Contractors Association in a statement.

The legislation would also require the government to involve apprentices in the construction of certain provincial infrastructure projects. Regulations would be required before this would come into effect.

“We have long called for more efforts from the provincial government to require contractors who bid on provincial work to reach out to youth and other underemployed groups in our society to get them involved in the trades. The sections of this proposed legislation that speak to more apprenticeships through provincial infrastructure projects are very encouraging for Ontario’s construction industry,” said Patrick Dillon, business manager of the Provincial Building and Construction Trades Council of Ontario, in a statement.

The province would consider giving priority to infrastructure proposals that align with provincial plans. Such proposals include the growth plan for the Greater Golden Horseshoe; transportation plans under the Metrolinx Act, 2006; the Lake Simcoe Protection Plan; and municipal water sustainability plans under the Water Opportunities Act, 2010.

Other elements that would be considered when prioritizing plans include project proposals that demonstrate: a full consideration of all related capital and life cycle costs, a long-term return on investment, maximized tax-base growth and stimulated productivity and economic competitiveness.
Promoting design excellence in public works is another key component of the act. Architects and other professionals with design expertise and experience would be involved in certain provincially owned and funded infrastructure projects. Regulations would be required before this provision would come into effect.

“The proposed legislation provides an important framework for the implementation of thoughtful and well-designed infrastructure across the province. The proposed integration of infrastructure planning and delivery with issues of ecology, city building, architectural excellence, conserving heritage architecture, cultural landscapes, user experience and community health lays the foundation for Ontario meeting the global challenges of sustainability, resiliency and prosperity in the years to come,” said Michael McClelland of ERA Architects, Toronto in a statement.

The act would require the first long-term infrastructure plan to be tabled in the legislature within three years, with following plans tabled every five years.
November 8, 2013

Architect Peter John Stokes brought heritage to life
By LORI FAZARI

He sought to save and restore Canada's architectural legacy, leaving his mark on countless buildings from Ontario to New Brunswick

It was the late 1970s, and Peter John Stokes was contacted by a student of urban and regional planning at the University of Waterloo.

Mr. Stokes was running a private practice as a consulting restoration architect out of his home off the main street in Niagara-on-the-Lake, Ont. The student, Paul Dilse, was interested in heritage buildings but finding few resources to help him learn about Ontario's historical structures. Georgian style, regency, neoclassical – "It was all mixed up in my head," Mr. Dilse said, "and there was no easy guide in those days, and nothing geared to Ontario."

Mr. Stokes invited him to visit, and so Mr. Dilse ended up being chauffeured around town by the architect as they looked at old buildings. He was the reference guide Mr. Dilse was looking for, a living encyclopedia eager to share his knowledge of the design, building methods, uses and lasting value of some of Ontario's earliest architecture. Mr. Stokes even had him over to his house for afternoon tea with him and his wife.

"I had the whole day with him. He was so generous," Mr. Dilse said. "He gave a lot of volunteer time."

This inspiring encounter proved to Mr. Dilse that he, too, could make a living in the field. He went on to become a heritage planner, based in Toronto and working across central and southern Ontario.

A mentor to Mr. Dilse and many others, Mr. Stokes helped define and shape the field when he started his practice in Ottawa in the early 1960s. He was said to have been the first in the province to call himself a consulting restoration architect. Over a career that lasted until his death from natural causes at 87, on July 29, he left his mark on countless buildings in towns and cities from Ontario to New Brunswick.

Fuelled by his childhood experiences exploring historic abbeys, churches and museums in Britain, Mr. Stokes sought to save and restore this country's built heritage at a time when more people were interested in progress and looking forward than preserving the past. He had no interest in building new structures that replicated 19th-century architectural styles, nor did he have patience for sloppy renovations and adaptations of old properties. Firm in his opinions, unafraid to walk away from a project that wasn't going as he envisioned it should, he travelled the highways and byways of central and eastern Canada – often accompanied by his beloved wife, Ann – to visit and work on old buildings, consult with governments and educate the public.

"Being a consulting restoration architect was not so much a business enterprise for him. It was his passion and his way to engage with people," said Julian Smith, executive director of Niagara-on-the-Lake's Willowbank School of Restoration Arts, where students combine academic and hands-on work on a 13-acre National Historic Site.
Mr. Stokes had a hand in the school's founding seven years ago, and spent several days each year teaching there. Sharp-witted and demanding, he served up harsh criticism of poorly done work on heritage buildings, and wanted students to learn how to read, or understand, a structure. "He was able to go into a building he had never seen and interpret the way it was built," Mr. Smith said – from the trim inside (hand-planed in the early 19th century) to the bricks outside (the size denoting when and how they were made).

His stamp and influence can be found in buildings all over Niagara-on-the-Lake, where he lived for decades, and in Port Hope, Ont., where he spent the later years of his life. Among the many structures he worked on were the Grange at the Art Gallery of Ontario in Toronto, Galt Town Hall in Cambridge, Ont., and the Old Carleton County Court House in Upper Woodstock, N.B.

From his work in the early part of his career as a restoration architect at Upper Canada Village near Morrisburg, Ont., to the last home he consulted on, an 1861 stone farmhouse in Sunderland, Ont., he never strayed from his principles. "When he started, he was sort of a lone call in the wilderness, in a way," said architect Phillip Carter. "... I think he was key to helping raise the awareness of heritage, not just among architects but the public in general."

York Minster's influence

Born in London, England, in 1926, Peter John Stokes was the only child of John Ansell and Irene Susan Stokes. His father worked as a sales manager for IBM in Yorkshire.

Peter showed an early interest in old buildings; his second passion was steam locomotives. On his summer holidays from school, his father would take him along on business trips and leave Peter to explore historic sites while he visited customers, "York Minster being a favourite haunt if not the railway museum, a close rival," Mr. Stokes wrote in a short autobiography.

Then came the war, and an IBM-sponsored program to send children of the company's employees to Canada. Peter arrived as a war guest in the fall of 1940. (He didn't go back to Britain until 26 years later, when reconnecting with a former girlfriend whom he'd met in Toronto, Ann Tompkins. They married in 1967.)

After a difficult adjustment, Peter was placed under the guardianship of English-Danish architectural sculptor Jacobine Jones, who had a home studio in York Mills. Over her career, she created works for many public buildings, including the front facade of the Bank of Canada in Ottawa and the marble bas-relief in Toronto's Bank of Nova Scotia building.

Her influence furthered Mr. Stokes's exposure to art and architecture. After graduating from high school, he entered the University of Toronto's architecture school, graduating in 1953. He went to work for architect Howard Chapman, and in 1957 took the planning course at the University of Toronto.

His career path became defined when a colleague asked if he'd be interested in working on the development of Upper Canada Village in Eastern Ontario. Heritage buildings were being moved to the site before the flooding of villages to build the St. Lawrence Seaway. Mr. Stokes spent three years as a restoration architect on the project, travelling the area looking for mid-19th-century buildings for relocation and helping to restore them, "in a total immersion course in early building conservation," he wrote.

Upper Canada Village opened in 1961, and that year Mr. Stokes started his own business as a consulting restoration architect in Ottawa. He worked on the restoration and renovation of the South African embassy, and was hired by the National Capital Commission to survey buildings on Sussex Drive's Mile of History. He travelled across the country looking at buildings being considered by the Historic Sites and Monuments Board, and completed a study in Niagara-on-the-Lake for a national inventory of historic buildings.

This led to his 1967 book, Early Architecture of the Town and Township of Niagara, published by the Niagara Foundation and reprinted last year to mark the organization's 50th anniversary. The reference guide became influential in the profession with its details on the architecture of local historic properties.

A new home base

It was in the town that served as the first capital of Upper Canada, rich with pre-Confederation buildings, that Mr. Stokes decided to make his home. When he arrived in the 1960s, Niagara-on-the-Lake was nothing like the quaint tourist destination it is now. "Niagara-on-the-Lake was a bit of a forgotten backwater," said the town's senior planner, Leah Wallace. "... Buildings were slowly dying and rotting away until Peter came and started work and brought other people with him."
Mr. Stokes took a traditional approach to historic buildings, she said, wanting to restore them to a certain point in time as authentically as possible. That could be an expensive and unpopular proposition, though, and he often found himself up against municipal governments, developers and property owners.

"It did become very frustrating for him in many ways because he was a stickler for perfection," Ms. Wallace said. "He was very passionate. I've seen him lose his temper. It was a sight to behold." But he was always quick to apologize afterward – his only interest was maintaining a high standard.

"A true restoration follows original methods and materials," Mr. Stokes said in a 1988 profile of him and his work in City and Country Home magazine. "Any deviation therefrom will cause you a problem – sooner or later. If you do something wrong underneath, it will come shining through on top."

His opinions could be surprising at times. Ms. Wallace said that while many people had a problem with the contemporary design of the post office nestled amid the historic properties on Niagara-on-the-Lake's Queen Street, he liked the building's look. Better that than an imitation of an old structure.

He brought the same attitude to Port Hope, where he and his wife moved after some four decades in Niagara-on-the-Lake. Always dapper and smiling, Mr. Stokes lived around the corner from Rod Stewart, who works on plaster conservation in heritage buildings. Mr. Stewart recalls Mr. Stokes's strong opposition to the replacement of the town's street lights with replicas that would be far bigger and brighter. "Authenticity was very important to Peter," he said.

'A perfect English gentleman'

During his career, Mr. Stokes volunteered with many organizations, was widely published and received several honours. In 1968, he helped found the Association for Preservation Technology International. He received the Heritage Canada Foundation's Gabrielle Léger Medal for lifetime achievement in heritage conservation. In addition to serving as president of the Architectural Conservancy of Ontario, he was awarded the organization's first lifetime achievement honour, and had a restoration award named after him.

Mr. Stokes retired from his practice in 2005, but he continued to do what he'd always done, this time as a consulting restoration advocate – educating communities and councils on their built heritage, serving on volunteer boards and committees and examining old buildings to advise on their restoration.

His last project was the home of Susan and Robert Mitchell, clients who wound up becoming like family. The couple lived in Unionville, Ont., and had no intentions of moving when they saw an ad in the paper for an open house in Sunderland, 100 kilometres northeast of Toronto. Built in 1861, the two-storey stone building had plenty of charm. "We thought it was just about the most perfect house," Ms. Mitchell said. They bought it in 2007 and moved in two years later.

When trying to find someone to help advise them on building an addition, "all the roads led to Peter," she said. Mr. Stokes visited with his wife, Ann, and offered plenty of opinions on the state of the farmhouse. "It was in perfect condition, I thought," Ms. Mitchell said. "Once Peter got on site, we realized it was less than."

Drawing on a team of crafts-men, he oversaw the restoration of the farmhouse's front porch, chimneys and cove moulding, and even helped the Mitchells plant trees appropriate to the building's era. His architectural drawings were all done by hand – he didn't use a computer – and he considered them as much a craft and part of a building's heritage as the woodwork or masonry.

"Peter always arrived in a suit and tie. It didn't matter how hot it was," Ms. Mitchell said. "He was a perfect English gentleman."

Then there was the issue of the windows. The originals were single-pane glass with muntin bars separating the panes. But the building code required double-pane glass for energy conservation, which in turn would mean the muntin bars being an eighth of an inch thicker. "Peter was just horrified. Absolutely horrified," Ms. Mitchell said. So he had his window-maker create thinner muntins to fit the double-pane glass.

"He'd tolerate and listen and then do exactly what he wanted to do," she said.

Over the past couple of years, with Ann in a home suffering from Alzheimer's, Mr. Stokes spent part of most weeks with the Mitchells, becoming "so much more than an architect on a project," Ms. Mitchell said. "We miss him terribly."

Mr. Stokes was buried in the cemetery next to St. Mark's Anglican Church in Niagara-on-the-Lake. He had worked on the restoration of the 19th-century building.
RAIC gold medal for Aga Khan

The Royal Architectural Institute of Canada (RAIC) will present its 2013 Gold Medal to His Highness the Aga Khan.

This marks the first time in more than 30 years that a non-architect has been chosen to receive the Gold Medal, the institute’s highest honour.

In a release, the RAIC said the award recognizes the Aga Khan’s “extraordinary achievements” in using architecture as an instrument to further peaceful and sustainable community development around the world.

His Highness is the founder and Chairman of the Aga Khan Development Network (AKDN), whose agencies work to improve the welfare and prospects of people in the developing world, particularly in Asia and Africa, without regard to faith, origin or gender. The underlying ethic of the AKDN is compassion for the vulnerable in society. Its annual budget for non-profit development activities is in excess of US$600 million.

In nominating His Highness, 2010 Gold Medal recipient George Baird noted his remarkable accomplishments in various aspects of the field of architecture as part of his broader social and economic development work, particularly the specialized cultural programming undertaken through the Aga Khan Trust for Culture. This includes the Historic Cities program, which has been responsible for the restoration of many heritage sites throughout the Muslim world, as well as the Aga Khan Award for Architecture.

The Aga Khan Award is given every three years to projects that set new standards of excellence in architecture, urban and regional design, conservation and landscape architecture.

The award seeks to identify and encourage building concepts that successfully address the needs and aspirations of societies in which Muslims have a significant presence.

The RAIC said His Highness the Aga Khan’s visionary architectural patronage has extended into Canada with such projects as the Ismaili Centre in Vancouver; the Delegation of the Ismaili Imamat in Ottawa; the Ismaili Centre, Aga Khan Museum and their park currently being developed in Toronto; and an Islamic garden to be built within the University of Alberta’s Devonian Botanic Garden outside of Edmonton.

"Inspired by Islamic heritage, these projects contribute to Canada’s pluralistic fabric and reflect the conviction that architecture not only provides for people’s physical, social and economic needs, but also stimulates and responds to their cultural and spiritual expectations,” the RAIC said.

The Gold Medal will be presented at a ceremony to be announced later this year.