

Greater Nelson Housing Entity Study

Improving Access to Non-Market, Affordable Rental Housing

Pre-Development Action Plan

May 2024

Prepared For:



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PURPOSE OF THE ACTION PLAN

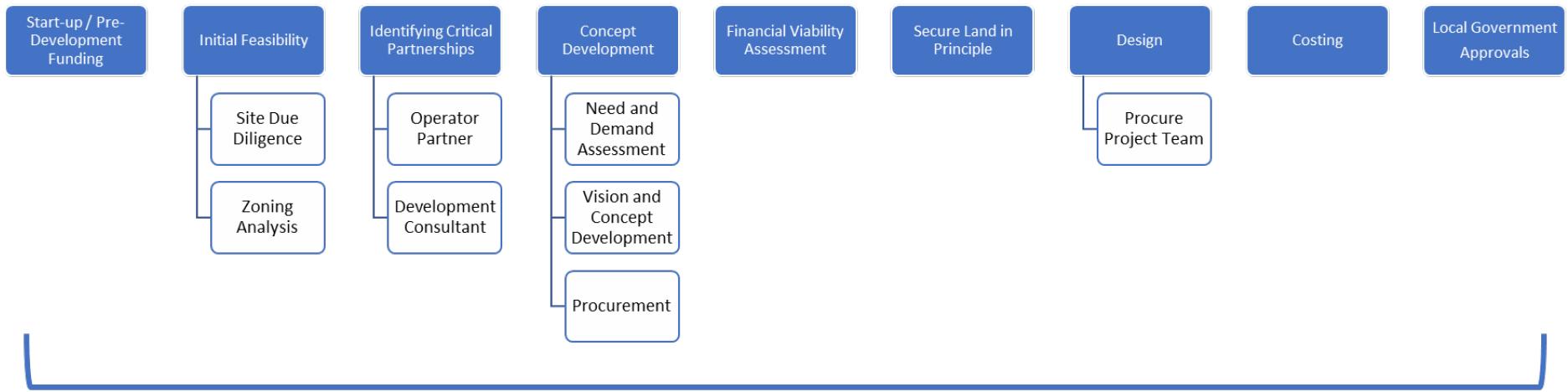
The Pre-Development Action Plan (“the Plan”) is a tool for the project partners of the Nelson Non-Market Housing Entity Study – the City of Nelson, Community Futures Central Kootenay, and the Regional District of Central Kootenay (RDCK) – that provides a high-level overview of the pre-development process for non-market, affordable housing to be developed in partnership with non-profit operators.

The contents of this Plan are not meant to be a rigid set of rules that follow a linear process, but rather a supplementary resource to guide the initial steps of non-market, affordable housing development in the City and more broadly within the Regional District. This Plan does not establish or implement required policies, procedures or processes. Rather, it is a resource to support municipal and regional staff alongside non-profit partners as they navigate the pre-development process and prepare for future funding calls.

This Plan was prepared with the support and collaboration of M’akola Development Services (MDS).

PROCESS OVERVIEW

Pre-Development Action Plan Process Overview



By initiating or completing these activities, the project is in a good position to apply for additional funding that is necessary to advance through design development, permitting and approvals processes, and eventually construction.

START UP/PRE-DEVELOPMENT FUNDING SOURCES

Start up or pre-development funding encompasses the funds needed to advance a development project through land due diligence, procurement, concept and schematic design, initial project approvals and funding commitments. This funding can be obtained from various sources depending on several factors, such as the target tenant group, proposed rent structure, and/or the project's mix of uses, among others. Table 1 below includes three confirmed funding programs that are currently accepting applications and two unconfirmed funding sources that stem from Phase Two recommendations of the Nelson Non-Market Housing Entity Study.

Table 1 – Start-up Funding Sources

Funding Program:	Description:	Status:	Amount:
<u>Canadian Mortgage and Housing Corporation (CMHC) – SEED Funding</u>	Supports affordable housing through interest-free loans and/or non-repayable grants.	Confirmed – open but potentially expended for this funding round.	Concept Development– up to \$20,000 Additional funding is available for future phases, up to \$150,000.
<u>Columbia Basin Trust (CBT) – Affordable Housing Initiative</u>	Helps local governments and non-profit housing societies build new affordable housing units by supporting proposal development and capital funding.	Confirmed – Accepts rolling applications.	Varies depending on the size/scope of the project.
<u>BC Housing – Project Development Fund (PDF)</u>	This fund provides financing for eligible groups who have an affordable housing proposal but need additional funding support to advance the project to prepare a more fully formed and competitive proposal (e.g., BC Housing CHF application).	Confirmed – Applications for a PDF loan are currently being accepted on an ongoing basis.	Up to a maximum of \$250,000
<u>City of Nelson – Pre-Development Funding*</u>	A recommendation from Phase Two of the Non-Market Housing Entity Study – develop a pre-development fund to assist non-profit operators with planning and pre-development costs.	Not confirmed	TBD
<u>RDCK – Regional Housing Service Bylaw</u>	Please see Appendix A – Regional Housing Service Bylaw Opportunities Memo for details of this potential funding source.	Not confirmed	TBD

* A possible source of this funding could be the affordable housing reserve fund (which Nelson established through the [Affordable Housing Policy](#) in 2012 and updated in 2018). [Penticton recently launched a pilot program](#) that would see funds used for pre-development work for affordable housing applications – this could be a potential model to replicate/adapt.

INITIAL FEASIBILITY

SITE DUE DILIGENCE

Site due diligence identifies and assesses all relevant issues about a piece of land and its suitability for a proposed development project. Environmental, geotechnical, and servicing studies, as well as surveys form the basis of land and site due diligence requirements before proceeding with development of a given site. These studies help inform the final decisions on whether it is feasible to develop on a site. Site due diligence activities, descriptions, outcomes and estimated costs are outlined below in Table 2.

Table 2 – Site Due Diligence Activities

Activity:	Description:	Outcomes:	Estimated Costs:
Environmental Site Assessment (ESA) – Phase 1	The purpose of a Phase 1 ESA is to determine if there is a potential for contamination to be present on the site.	Site is deemed suitable to develop on or an ESA Phase -2 is triggered.	\$3,000 - \$5,000
ESA – Phase 2 (Triggered by Phase 1)	A Phase 2 ESA is triggered if there is a chance of contamination found in Phase 1. Phase 2 work could include surficial and sub-surficial soil analysis, ground water analysis, installing monitoring wells, air sampling, mold sampling, asbestos sampling, etc.	Determines if there is a significant pollution concern and if the site is safe to develop on.	\$10,000- \$15,000
Natural Hazards Assessment Report	The purpose of the report is to assess the terrain of the site in relation to natural hazards and provide mitigative measures (if required) to allow for the development to proceed.	Determines if the land may be used safely for the intended use.	\$10,000 - \$100,000 (can take a few months to a few years, depending on the site)
Geotechnical Report	The Geotechnical Report summarizes key information about the ground conditions of the proposed development site and includes design advice and	Determines if the soil conditions are suitable for the intended development and the	\$3,000 - \$5,000

	recommendations relating to the identified conditions.	associated costs of footings, excavation, and retention.	
Legal Survey	Visually represents the legal boundaries and dimensions of a surveyed parcel of land.	Determines the legal boundaries of the site.	\$500 - \$1,500
Topographical Survey	Provides information about the contours, elevations, natural features, and man-made structures of a piece of land.	Project Team has a better understanding of the site and can create a design that accommodates elevation or landscape changes.	\$10,000
Arborist Report	Arborist report is a formal document that provides an overview of all the trees on the site. Highlights the health, dimensions, and potential problems of the trees.	Identifies what trees need to be retained or removed on site and informs the landscape design.	\$5,000

ZONING ANALYSIS

A zoning analysis is recommended to examine the land use and zoning feasibility of the proposed project site. A zoning analysis may include some or all of the following.¹

- Site context and existing conditions of the property;
- Applicable policies and guidelines, and how they will be used to inform the City's decision-making.
- Zoning bylaw regulations, including what's achievable on the site under the current zone, and what could be achievable if the site was rezoned;
- Zoning regulations like minimum setbacks, maximum height, maximum Floor Area Ratio and how they apply to the site (i.e., how much density will the site be able to achieve);
- Potential variances and how to avoid or justify them;
- A comparative analysis of recently approved nearby development;
- Potential environmental constraints;
- Potential utility constraints;
- Heritage designations; and
- A summary of potential redevelopment and/or rezoning options, together with an estimated timeline and required permits and/or approvals.

¹ Situate Planning and Placemaking. [“What is a Zoning Analysis \(And Why Do You Need One?\).”](#)

If the proposed property is not owned by the City and/or the RDCK, it is recommended that the project proponent meet with a city and/or regional planner to understand and gauge the potential of the site. A development consultant can further support and assist with the zoning analysis.

IDENTIFYING CRITICAL PARTNERSHIPS

Once the proposed site is deemed suitable for potential development, an operating partner and development consultant can be brought on board. The operating partner and the development consultant should be procured through a fair and transparent Expression of Interest (EOI) and/or Request for Proposal (RFP) process. The RFP process for the operator and the development consultant can be combined or separated. Depending on the role and level of control the project lead wants to have, the development consultant could also be hired before the operator. It is recommended that the City and/or the RDCK lead the operator RFP or combined RFP process.

OPERATING PARTNER

The purpose of an Operator EOI is to invite experienced non-profit operators to prepare and submit a competitive proposal to provide housing operation services as part of a proposed non-market, affordable housing development project. Through the EOI process, the project lead is seeking to enter into a contract with an experienced, qualified operator to provide the deliverables that are outlined in the EOI.

Critical qualifications to consider include:

- Experience operating non-market, affordable housing in the City of Nelson and/or the RDCK;
- Demonstrated understanding of the local non-market housing sector;
- Organizational capacity to take on new projects;
- Portfolio examples that align with the project concept;
- Demonstrated experience working with BC Housing; and
- Demonstrated understanding of the local supply chain.

Typical Evaluation Criteria may include:

- **Proponent Experience:** The proponent should clearly demonstrate its experience as it relates to the requirements of the EOI and include examples of existing location and/or programs where this experience was gained.
- **Service Delivery Plan:** Proponents should clearly outline and provide a detailed description of how the organization intends to manage, operate and provide services as identified in the EOI.
- **Community Partnerships & Relationships:** Asks the proponents to describe the relationships with community-based organizations and agencies.
- **Capacity and Staffing:** The proponent should clearly define and provide details regarding its capacity, plan, approach and the employment strategy it plans to incorporate as it pertains to the EOI requirements.

- **Operating Budget:** An operating budget is to be included as part of the EOI submission and explanations as to how the proponent arrived at estimates should be noted in the comments.
- **Social Sustainability:** Asks the proponent to speak to how it addresses systemic discrimination with residents and staff, promotes equity and diversity, includes local Indigenous populations, and encourages environmental sustainability.

An example of an EOI for Housing Operator Services is included in Appendix B – Expression of Interest to Non-Profit Housing Operators for Non-Market Family Housing Operator Services. This EOI can easily be adapted and modified by the City and/or the RDCK.

DEVELOPMENT CONSULTANT

Development consultants work with non-profit societies to support and assist in navigating the complex world of housing development. The services they offer often include:

- Completing development needs assessments, feasibility analysis and business plans.
- Leading rezoning and Official Community Plan (OCP) amendments.
- Supporting the client with site selection.
- Providing funding and financing options and analysis.
 - Development consultants have connections to funders and can help navigate funding application processes.
- Developing capital and operating budgets.
- Managing risks throughout the lifecycle of the project.
- Managing procurement processes and contracts.

The BC Non-Profit Housing Developing Association (BCNPHA) in partnership with BC Housing developed the resource [Hiring and Working with Development Consultants: A Guide for Non-Profit Housing Providers](#). This document describes the role and expected responsibilities of the development consultants, provides a comprehensive description of consultants' expected competencies, includes sample EOIs, and offers guidance with the selection process and forming contractual agreements. This guide is included as Appendix C.

CONCEPT DEVELOPMENT

With the non-profit operator and development consultant procured, it is time to develop the project concept. To initiate this step, the development consultant will review relevant need and demand assessments, support the operator to develop the project vision, and procure design consultants as required. These steps are described in greater detail below.

NEED AND DEMAND ASSESSMENT

A housing needs report is an important, provincially required tool that helps municipalities and regional governments understand current and anticipated housing conditions, needs, and population demands. The report can be used by staff, housing providers, and local, regional, federal, and Indigenous governments to understand current housing needs, projected community growth, and future housing needs every five years. Housing needs reports are often required by funders like the Canada Mortgage and Housing Corporation (CMHC). The City of Nelson and the RDCK are required to complete and update a housing needs report every five years.

A thorough assessment of housing needs is an important source of data and information that should be referenced when determining the unit sizes for future developments. The insights and data generated by a needs assessment can help inform ongoing land use and social planning initiatives at the local level, as well as provide hard evidence in support of advocacy to more senior levels of government. Information contained in a housing needs assessment can inform the design and configuration of affordable housing projects, as well as assist in the preparation of applications to various funding programs that support affordable housing development. Housing needs assessments,

- Provide a basic starting point for tracking ongoing housing needs;
- Include census data and engagement with key staff and community members; and
- Inform strategic planning, investment, and housing priorities.

The City of Nelson is currently updating its Housing Needs Assessment Report and the RDCK will also be updating its Housing Needs Assessment by the end of 2024.

VISION AND CONCEPT DEVELOPMENT

With an understanding of the housing need and demand in the community informed by the House Needs Assessment and other relevant reports (e.g. Homelessness Action Report), the development consultant will work in collaboration with the non-profit operator and any other identified partners to develop a vision for the development. The vision informs the basic form of the building and includes the following as a starting point:

- Preliminary unit count and mix breakdown;
- Affordability levels (often tied to the funding program);
- Identification of any integrated services (e.g., meal services, health services, etc.); and
- Identification of required amenity rooms and their intended uses.

It is recommended that the development consultant review the funding requirements with the non-profit operator prior to developing the vision so the organization understands what is feasible under the proposed funding program.

PROCUREMENT

To bring the vision to life, members of the design team need to be procured. Deciding which consultants to procure at this phase of the project will depend on how advanced the drawings need to be for the funding program the project is applying for. For example, some funding programs only require high-level concept designs, while other programs require more advanced schematic designs.

For any basic designs to be completed, an architect needs to be brought on board. The architect procurement process is facilitated by the development consultant. Depending on the project, the development consultant may suggest moving forward with a full procurement process or alternatively, suggest a phased approach. Typically, the architectural services are broken down into six phases. These include:

- Phase 1: Schematic Design
- Phase 2: Design Development
- Phase 3: Construction Documents/Working Drawings
- Phase 4: Tender
- Phase 5: Construction Phase Services
- Phase 6: 1-Year Warranty Review

If using a phased approach, a full RFP process is not necessarily required. Time and money can potentially be saved by working with an architect that the development consultant and/or non-profit operator are connected to and familiar with. Typically, the architect will charge a fixed fee for preliminary architectural services (as defined in an agreed upon scope of work) and then a percentage fee based on total construction and further breakdown across the six phases noted above. All BC Housing projects follow the Canadian Standard Form of Contract for Architectural Services and fees are based on the Architectural Institute of British Columbia (AIBC) Tariff rates. If the project successfully secures Pre-Development Funding (PDF) from BC Housing, this will trigger the requirement for a fair and transparent architect RFP process.

Other consultants that may need to be procured (depending on funding program requirements) at this stage include:

- Energy modeler
- Landscape architect
- Mechanical engineer
- Electrical engineer
- Civil engineer

Further details on procurement are included in Design – Procure Design Team.

FINANCIAL VIABILITY ASSESSMENT

A key role of the development consultant is to assess the financial viability of the project. To complete this assessment, the development consultant will build a project proforma. A proforma is a financial spreadsheet that the development consultant uses to budget for project costs and revenues, which helps to assess whether a project is financially viable. As part of the proforma, the development consultant will create the capital budget and the operating budget. The capital budget includes all project hard (i.e., construction) and soft costs (i.e., all other costs) that are rooted in estimates from other active projects in the region and a strong understanding of the development and construction landscape within BC.

To develop the operating budget, the development consultant will work closely with the non-profit housing operator, ideally using actual expenses incurred and revenues generated on buildings of similar size within the operators existing portfolio. The development consultant will also work with the operator to determine the rent roll – often the rent roll is pre-determined by the funding program. For example, the BC Housing Community Housing Fund (CHF) requires that 50% of the units are Rent Geared to Income (RGI), 30% market rent, and 20% deep subsidy. Inputting the capital budget, operating budget and rent roll into the proforma enables the development consultant to determine the subsidy that is required from BC Housing to sustain monthly operations and make up any revenue shortfall.

The level of detailed financial modeling that is required will ultimately depend on the requirements of the funding program as outlined in the RFP. For example, CHF requires the applicant to submit capital and operating budgets and an optional pre-development fund budget if the applicant wants to be considered for Pre-Development Funding (PDD) if full project funding is not awarded.

SECURE LAND IN PRINCIPLE

If the proposed site is not already owned and/or leased by the operator, it is important to demonstrate to the funder that there is a plan in place to secure the land. A common way to demonstrate this is to draft a Memorandum of Understanding (MOU) between the landowner (e.g., the City) and the operator. The MOU outlines the understanding between the operator and the City regarding the disposition of municipal land to support non-market affordable housing. A sample MOU is provided in Appendix D.

DESIGN

PROCURE PROJECT TEAM

To further advance the designs, it is necessary to procure additional members of the design team. To determine which design consultants should be procured at this stage of the project, the development

consultant will review the funding requirements to determine what is required and as well as assess how advanced the drawings need to be to target municipal approvals.

Generally, at this stage in the project, it is recommended that the following consultants be procured:

- Civil Engineer
- Mechanical Engineer
- Landscape Architect
- Energy Modeler
- Structural Engineer (optional)

With the design team procured, the team can advance the drawings to schematic designs, which includes:

- Exploration of different design concepts and building layouts including unit count and sizes, mix of uses, building footprint and massing;
- Site planning to determine where and how the building fits on the site;
- Development of preliminary floor, site, building elevation, structural, mechanical, civil and energy efficiency/building envelope plans;
- Definition of accessibility, sustainability, and affordability targets; and
- Initial cost estimation.

COSTING

Cost estimates will be prepared at different stages of the development process. Costing is completed by a Quantity Surveyor (QS) or a Construction Manager in consultation with the development consultant. As the design becomes more specific with needs and requirements identified, a more detailed cost estimate can be prepared. The costing level that is required will be determined by the funding program requirements. It is common to submit a Class C (schematic design) or Class D (project scope) costing estimate as part of a funding application.

LOCAL GOVERNMENT APPROVALS

To demonstrate the project has support from local government, it is recommended to advance as far as possible through the various required local government approvals – all the local government processes do not need to be completed, but applications should be in motion. These processes/approvals may include but are not limited to:

- Formal land transfer to transfer ownership from the City and/or the RDCK to the operator (this can be in the form of a nominal sale or lease). See Appendix E for Revelstoke's Municipal Land Disposition for Affordable Housing Policy;
- Rezoning application;

- Development Permit submission; and
- Sub-division application (if applicable).

FINAL DELIVERABLE: FUNDING APPLICATION

With the completion or initiation of the activities outlined above in the action plan, the project is in a good position to apply for additional funding that is necessary to advance through design development, permitting and approvals processes, and eventually construction.

Although each funding program is slightly different, the funding applications typically require the following as part of the submission:

- Completed due diligence reports;
- Identified target population;
- Completed need and demand analysis;
- Identified unit count and rent structure;
- Demonstration that accessibility requirements are met;
- Developed project concept;
- Identified ownership structure (e.g., land transfer, lease, etc.);
- Status and description of completed and pending municipal approvals;
- Tenant relocation plan (if applicable);
- Completed capital and operating budgets;
- High-level project schedule;
- Outlined procurement and construction strategy/methodology;
- Identified project partnerships;
- Demonstration that sustainability requirements are met;
- Evidence of equity and financial contributions;
- Identified project risks;
- Description of the housing provider's organization structure, property management and resident management experience, current portfolio and future operations capacity, and commitment to reconciliation, equity, diversity and inclusion.

The development consultant, in collaboration with the City, the operator, and the design team, will typically prepare the funding application for submission. It is important for all project members to understand and meet the requirements of the funding program to submit a competitive application.

CONCLUSION AND NEXT STEPS

This document has provided a high-level overview of the pre-development process for non-market, affordable housing to be developed in partnership with non-profit operators. As previously noted, the Plan is not meant to be rigid set of steps that follow a linear process, but rather a supplementary resource to

guide non-market, affordable housing development in the City and more broadly within the Regional District.

With another BC Housing Community Housing Fund (CHF) RFP expected in early 2025, it is recommended that the City start planning for the next (and last) round of BC Housing CHF funding by initiating conversations with partners, including potential operating partners and BC Housing, as well as applying for start-up funding to initiate the pre-development activities identified in this action plan.

LIST OF APPENDICES

Appendix A – Regional Housing Service Bylaw Memo

Appendix B – Expression of Interest to Non-Profit Housing Operators for Non-Market Family Housing Operator Services

Appendix C – BCNPHA Guide: Hiring and Working with Development Consultants: A Guide for Non-Profit Housing Providers

Appendix D – Example Memorandum of Understanding (MOU)

Appendix E – [Municipal Land Disposition for Affordable Housing Policy – City of Revelstoke](#)

APPENDIX A – REGIONAL HOUSING SERVICE BYLAW MEMO

REGIONAL HOUSING SERVICE BYLAW

Feasibility Analysis - Regional District of Central Kootenay

March 2024

OVERVIEW

Regional districts establish and provide regional services in response to the needs, desires, and instructions of the electoral areas and municipalities that exist within the designated region. There are certain services that every regional district is required under provincial law to deliver including government administration, electoral area planning and solid waste management. However, most regional districts provide a vast number of additional services to meet the expressed needs of their electorates. The tax rate, service delivery approach, and regional scope and scale of services varies vastly between regional districts across BC.

Incorporated in 1965, the Regional District of Central Kootenay (RDCK) is a local government that serves approximately 60,000 residents and consists of 11 electoral areas and nine member municipalities. The mission of the RDCK is to provide area residents and communities with services, governance and representation in a manner that supports the economic, social and environmental goals of the region. To carry out this mission, the RDCK provides approximately 160 services that are determined through the input and approval of regional electors.

PURPOSE

Across the Province, multiple regional districts have added housing to their suite of services, increasing taxation to provide housing support and capital. The purpose of this memo is to discuss the feasibility and opportunity of implementing a Regional Housing Service Bylaw (RHSB) in the RDCK to help support and fund non-market housing development within the region.

POTENTIAL BENEFITS

In communities without significant private housing development, it is incredibly difficult to build up and maintain an affordable housing reserve or leverage affordable housing development for the benefit of the community. Implementing an RHSB can help navigate this challenge and provide secure, predictable funding to address a variety of housing challenges either directly or in partnership with third parties, such as housing societies. There is a wide range of flexibility as to how a region decides to allocate RHSB funds, such as providing start-up/pre-development funding for non-market development projects or entering into agreements with third parties (e.g., housing entities) to address regional housing needs and demands. Although it may be challenging to first implement a RHSB, once the service is in place, it becomes a regular and routine financial contribution that residents living in the region understand and are familiar with.

KEY CONSIDERATIONS

DIRECT TAXATION

Adopting a regional RHSB requires the regional district to raise taxes. With costs of living continuing to rise for many households across BC, raising taxes is a challenging decision for elected leaders to make. To justify a tax increase, regional leaders need to clearly communicate the purpose of the tax rate increase and the proposed use of the funds to achieve buy-in from electors. Significant planning and communication resources are required to communicate the benefits of a RHSB.

IMPLEMENTATION

REFERENDUM

One of the methods to implement a RHSB is through a public referendum, which usually occurs during an election cycle. This method was used to adopt the regional housing service bylaws in both the Comox Valley Regional District (bylaw was adopted in 2015) and the Cowichan Valley Regional District (bylaw was adopted in 2018). The referendum process was contentious in both examples; however, the housing environment was much different over this period (2015-2018). Given the current housing affordability crisis and its impact on individuals and families across BC, it is anticipated that an RHSB referendum question raised today would result in a much less divisive process.

The question from the Cowichan Valley Regional District RHSB referendum is noted below:

Are you in favour of the Cowichan Valley Regional District adopting “CVRD Bylaw No. 4201 – Cowichan Housing Association Annual Financial Contribution Service Establishment Bylaw, 2018” to provide regional programs and services related to affordable housing and homelessness prevention?

ALTERNATIVE APPROVALS PROCESS

Another method to implement a RHSB is through an alternative approvals process. Through this process, public notice is given that the Board of Directors of a regional district wish to proceed with final passage and adoption of a regional service bylaw. Unless at least 10% of the eligible electors within the district submit responses against the bylaw within an established time, the bylaw is adopted. This method is more cost effective than a traditional voting referendum.

In early 2024, the Strathcona Regional District (SRD) received consent through its Alternative Approval Process to establish a regional housing service bylaw with the intent to consider several housing related challenges in the region either directly or in partnership with other entities. Only 0.11% of qualified electors submitted valid response forms to oppose the adoption of the bylaw.

IMPLEMENTATION PARTNERS

Most regional districts that have adopted a RHSB allocate funds to a non-profit partner who facilitates the distribution of these funds, such as the Cowichan Valley Regional District through the Cowichan Housing Association (CHA) and the Comox Valley Regional District through the Comox Valley Coalition to End Homelessness. In some circumstances, the funds may be facilitated through a housing corporation, like the Capital Region Housing Corporation (CRHC). There is limited information available on how the Strathcona Regional District (SRD) intends to distribute its funds as the RHSB was only recently adopted.

Deciding on the mechanism to distribute the RHSB funds equitably and proportionally is the most complicated and potentially controversial aspect of adopting a RHSB. The RDCK currently does not have a regional housing entity to distribute these funds through and setting up such a body will require significant time and resources. One option is to establish a representative committee that would review and make decisions on funding requests/proposals. If the RDCK moves forward with adopting a RHSB, further research is recommended to determine the most appropriate and cost-effective implementation mechanism.

REGIONAL BUY-IN AND PARITY

Non-market housing developments are more likely to occur in municipalities than in rural areas due to infrastructure availability, access to services and amenities, and access to public or active transportation networks, among other factors. Given there are more rural electoral areas in the RDCK than municipalities, the value of a RHSB may be harder for voters in rural areas to understand and ultimately support. A RHSB in the RDCK needs to be explored within the context of coordinated growth, servicing, and housing planning initiatives.

The potential benefits of a RHSB must be clearly communicated to rural residents to encourage regional buy-in and parity. For example, increased development of non-market housing across the region will enable residents to live close to where they work, help prevent urban sprawl, support local businesses, and help address labor shortages, among other benefits.

REGIONAL HOUSING SERVICE BYLAWS IN PRACTICE

EXAMPLES IN BRITISH COLUMBIA

STRATHCONA REGIONAL DISTRICT (2024)

In January 2024, the Strathcona Regional District (SRD) received consent through an alternative approval process to establish a regional housing service to address housing related challenges in the region either directly or in partnership with other entities. Bylaws No. [512](#) ("A Bylaw to Establish

a Service for Providing Housing within the SRD") and [515](#) ("A Bylaw to Authorize the Borrowing of Funds for Providing Housing within the Regional District") authorize the SRD to establish a regional housing service and borrow up to \$10 million for that purpose. Over the coming months, the SRD will determine how the service is implemented and what projects require immediate funding and attention.

As noted in Bylaw No. 512, the annual cost of operating the service is covered by one or a combination of the following:

- Property value taxes imposed in accordance with Division 2 of Part 11 of the Local Government Act;
- Revenues received through an agreement, enterprise, gift, grant or otherwise; and
- Revenues raised by other means authorized by the Local Government Act or another Act.

The maximum amount that may be requisitioned annually for the service is the equivalent of \$0.05 per 1,000 of the net taxable value of land and improvements in the service area (for a home valued at \$500,000 the annual cost would be a maximum of \$25).

COWICHAN VALLEY REGIONAL DISTRICT (2018)

The Cowichan Valley Housing Association Financial Contribution Service (the CHAFC Service) is an annual financial contribution to the Cowichan Housing Association (CHA) by the Cowichan Valley Regional District (CVRD) to provide programs and services for affordable housing and homelessness prevention. The CHAFC Service was established in 2018 through a referendum process that led to the adoption of CVRD [Bylaw Nov. 4201](#), "A Bylaw to Establish a Service to Provide an Annual Financial Contribution to Cowichan Housing Association."

As noted in Bylaw No. 512, the annual cost of operating the service is covered by one or a combination of the following:

- Property value taxes requisitioned and collected on the basis of the next taxable value of land and improvements within the service area;
- Revenues raised by other means authorized by the Local Government Act or another Act.

The annual cost to provide this service is \$765,000. The maximum amount that can be requisitioned annually for the service is the equivalent of \$0.0387 per 1,000 of the net taxable value of land and improvements in the service area (for a home valued at \$500,000 the annual cost would be a maximum of \$19.35).

COMOX VALLEY REGIONAL DISTRICT (2015)

In 2015, the SRD received consent through a referendum to establish the Homelessness Supports Service (HSS) through the adoption of [Bylaw No. 389](#), "Comox Valley Homelessness Supports Service Establishment." This bylaw enables the CVRD to fund non-governmental organizations in the

Comox Valley based on a Board approved action plan to address homelessness. Since its adoption, HSS funding has supported the development of over 215 non-market units in the Comox Valley.

As noted in Bylaw No. 389, the annual cost of operating the service is covered by one or a combination of the following:

- Property value taxes;
- Revenues raised by other means authorized by the Local Government Act or another Act; and
- Revenues received by way of agreement, enterprises, gift, grant or otherwise.

The annual cost to provide this service is \$165,000. The maximum amount that can be requisitioned annually for the service is the equivalent of \$0.02 per 1,000 of the net taxable value of land and improvements in the service area (for a home valued at \$500,000 the annual cost would be a maximum of \$10).

CAPITAL REGIONAL DISTRICT (2005)

In 2005, the Capital Regional District (CRD) adopted [Bylaw No. 3266](#) to establish a Regional Housing Trust Fund (RHTF). The service established by the bylaw is for the purpose of providing capital funding to,

- Assist in the acquisition, development and retention of housing that is affordable for those households in the region with low or moderate household incomes;
- Facilitate social and economic investment in affordable housing;
- Assist people in core housing need, primarily those in the lowest two quintiles of regional household income as established in the most recent Canada Census; and
- Facilitate achieving the strategic directions outlined in the CRD's Regional Growth Strategy.

As noted in Bylaw No. 3266, the annual cost of operating the service is covered by one or a combination of the following:

- Property value taxes;
- Fees and charges imposed under section 363 of the Local Government Act;
- Revenues raised by other means authorized by the Local Government Act or another Act; and
- Revenues received by way of agreement, enterprises, gift, grant or otherwise.

The maximum amount that may be requisitioned annually is \$1-million.

RECOMMENDATION

It is recommended that the RDCK explore implementing a RHSB through an alternative approvals process. Municipalities and Electoral Areas within the RDCK are facing housing affordability challenges and there is political will to tackle these challenges now. Multiple regional districts within

BC have added housing to their suite of services – thus, there is precedence and examples for the RDCK to look to and build upon.

Exploring community support and feasibility of a RHSB is also included in the RDCK Housing Action Plan. With an annual housing contribution, the RDCK could reduce barriers to the development and operations of affordable housing through:

- The provision of seed funding for housing organizations to help kickstart development projects.
- Capital contributions to affordable housing development projects including renovations and maintenance of affordable rental housing.
- Capital to assist in the acquisition and disposal of land suitable for affordable housing.
- Grants to assist community housing groups and not-for-profit organizations evaluate their growth potential strategically from an organizational and asset-based perspective.

The RDCK and its Board, administration, and staff are already proactive participants in the housing sector and the adoption of a RHSB could further support, supplement, and expand upon the already important work currently being undertaken.

CASE STUDY: COWICHAN VALLEY HOUSING ASSOCIATION

ORGANIZATIONAL OVERVIEW

The Cowichan Housing Association (CHA) is a not-for-profit association (incorporated in 2015 under the Societies Act) working to increase affordable housing options and prevent homelessness in the Cowichan Valley Regional District (CVRD). The association grew out of the Social Planning Cowichan (SPC) committee. Since established, the organization has evolved into an important community hub focused on providing information, services and advocacy for affordable housing, housing loss prevention, and for individuals who are precariously housed, unhoused, and those experiencing homelessness. The organization has three Strategic Priorities: housing loss prevention and navigation; research planning and coordination; and project development, funding, advocacy and capacity building.

CHA	
Portfolio	<ul style="list-style-type: none">Program based model – currently is not developing or operating any units but has contributed funding to other organizations/societies to support development.
Tools	<ul style="list-style-type: none">Bylaw adopted by the CVRD to provide annual contribution to the CHA Regional Housing Service (RHS). Two Primary Goals:<ul style="list-style-type: none">Increase capacity for local communities to develop affordable housing projects andIncrease local funds for affordable housing to leverage funding from other sources.Two Funding Programs:<ul style="list-style-type: none">Project Development Fund (PDF)<ul style="list-style-type: none">Helps with due diligence and development “soft costs.”Rental Housing Capital Contribution Fund (RHCCF)<ul style="list-style-type: none">Provides capital funding for “hard costs” (construction).
Financial Mechanisms	<ul style="list-style-type: none">Cowichan Valley Regional District Regional Housing Service was approved by public referendum. CVRD Bylaw 4201 was adopted by the CVRD to provide an annual financial contribution (\$750K) to CHA to assist with providing programs and services related to affordable housing and homelessness prevention.<ul style="list-style-type: none">Residential contribution is \$3.87/\$100,000 assessed value (for a home valued at \$500,000 the annual cost would be \$19.35).Other revenue streams include BC Housing, Canadian Mental Health Association (CMHA) Cowichan Branch, GoFundMe, Red Cross, & United Way

Governance Structure	<ul style="list-style-type: none"> • Governed by a Board of Directors (majority are community members with an interest in homelessness prevention, affordable housing and social equity) • Includes City of Duncan Council Liaison (non-voting member)
Staff Resourcing	<ul style="list-style-type: none"> • Six staff: <ul style="list-style-type: none"> ◦ Executive Director ◦ Case Manager/Housing Resource Coordinator ◦ Data Management Coordinator ◦ Community Development Coordinator ◦ Admin/Financial Manager ◦ Cowichan Coalition Coordinator

STRENGTHS AND CHALLENGES

STRENGTHS AND CHALLENGES	
Strengths	<ul style="list-style-type: none"> • Funded through a Regional Service Bylaw – funding is secure and predictable. • As an external housing entity, the organization has more flexible borrowing capabilities and can enter into a wide range of partnerships and agreements. • Organization is well staffed. • The Predevelopment Funding Program helps projects get off the ground and become eligible and more competitive for larger funding opportunities (e.g., BC Housing PDF, Community Housing Fund, CMHC Seed, etc.).
Challenges	<ul style="list-style-type: none"> • No new units have become available – public may not understand the organization's program model and question its efficacy. • The association does not have a portfolio of its own and as a result, has not developed or built up any operations capacity. • Expansive mandate with responsibilities extending beyond housing development.

ROLE OF THE REGIONAL DISTRICT

In this Regional model example, the CVRD, by way of a RHSB, is acting as a funder, providing funding to support the development of non-market affordable housing. The CVRD was approved by public referendum. CVRD Bylaw 4201 was adopted by the CVRD to provide an annual financial contribution (\$750K) to CHA to assist with providing programs and services related to affordable housing and homelessness prevention. Although a RHSB is a strong and reliable funding mechanism, the resulting funds need to be equitably distributed among those contributing which takes coordination and cooperation from participating electoral areas and municipalities.

APPENDIX B – EXPRESSION OF INTEREST TO NON-PROFIT HOUSING OPERATORS FOR NON-MARKET HOUSING OPERATOR SERVICES

EXPRESSION OF INTEREST

To
Non-Profit Housing Providers
For Non-Market Family Housing Operator Services

Issue Date:

EXPRESSION OF INTEREST – RENTAL HOUSING OPERATOR

1. PURPOSE OF THIS EOI

The purpose of this EOI is to invite Proponents to prepare and submit competitive Proposals to provide XX with the Deliverables. Through this EOI process, XX is seeking to enter into a contract (the “**Contract**”) with an experienced, qualified supplier (the “**Supplier**”) to provide the Deliverables.

2. PROCUREMENT PROCESS

2.1 EOI Schedule

The following is the estimated timeline for the procurement process:

Event	Date
Issue Date of EOI	
Submission Time	

The above times are subject to change at the discretion of XX. All above times are Pacific Time.

2.2 Contact Person

The contact person for this EOI is (the “**Contact Person**”):

Name:

Email:

The Contact Person may delegate the authority granted to the Contact Person pursuant to this EOI.

2.3 Enquiries

All enquiries regarding any aspect of this EOI, including the draft Contract, should be directed to the Contact Person by email to the address provided in Section 2.2 (each an “**Enquiry**”). The following applies to any Enquiry

2.4 Addenda

XX may, in its discretion, through the Contact Person amend or clarify the terms or contents of this EOI at any time before the Submission Time by issuing a formal Addendum. Written Addenda are the only means of amending or clarifying this EOI and no other form of communication whether written or oral, will be included in, or in any way amend, this EOI. If a Proponent wishes to rely on a written response to an Enquiry, then they should request the Contact Person to issue an Addendum.

3. SUBMISSION INSTRUCTIONS

3.1 Submission Time

Proposals must be received on or before the following date and time (the “**Submission Time**”): Time:

Date:

3.2 Submission Location

Proposals in response to this EOI **must** be submitted electronically via the email address of the Contact Person.

3.3 No Late Submissions

Proposals received after the Submission Time will not be considered. The actual time of Proposal submission will be determined with reference to the electronic clock used by BC Bid for that purpose. Proponents are encouraged to submit their Proposals well in advance of the Submission Time to minimize the risk of their Proposal being late.

3.4 Proposal Format

Each Proposal should be structured as described in the below section Submission Requirements and should include all forms and information required therein.

3.5 Revisions Prior to Submission Time

A Proponent may withdraw, revise or amend its Proposal at any time prior to the Submission Time by submitting a clear and detailed written notice of the withdrawal, revision or amendment to the Submission Location prior to the Submission Time.

4. SUBMISSION REQUIREMENTS

Proponents should submit the following information:

1. **Cover Page**
 - a. The cover page should include the solicitation title and number, Submission Time, Proponent's legal name, address, contact person, telephone number, and email address.
2. **Table of Contents**
3. **Submission Form (Appendix 1)**
 - a. Each proposal should include a Submission Form (Appendix 1) completed and signed by an authorized representative of the Proponent.
4. **Responses to Evaluation Criteria**
 - a. In your proposal, clearly indicate Proponents' understanding of the EOI and deliverables. Provide all responses to the criterion following the format below. Your proposal and responses to the criteria should be clear concise and thorough.
5. **Budget Summary (Appendix 2)**
6. **Reference Form (Appendix 3)**
 - a. Each proponent must complete the Reference Form (Appendix 3) and include it with its proposal. XX's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with XX or other institutions.
7. **Relationship and Conflict Disclosure Form (Appendix 4)**
 - a. This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team including the Key Supplier Resources and Key Firms (if any).

5. EVALUATION CRITERIA AND PROCESS

XX will evaluate Proposals by applying the qualitative rated evaluation criteria set out in this Appendix. Qualitative criteria evaluation will be completed by Evaluation Committee.

1. QUALITATIVE EVALUATION CRITERIA.

For evaluation of qualitative criteria, the Evaluation Committee will apply the rated evaluation criteria and weightings on a stand-alone basis in accordance with evaluation guidelines developed and established for the Services requested in this EOI

XX will score each proposal submitted based on the rated criteria as provided below.

<u>Rated Criteria Category</u>	<u>Weighting (Percent)</u>
Proponent Experience	15
Service Delivery Plan	20
Community Partnership & Relationships	10
Capacity and Staffing	10
Operating Budget	25
Social Sustainability	20
Total Percentage	100
Interview/Presentation (if necessary)	50

1.1 PROPONENT EXPERIENCE (15%)

The Proponent should clearly demonstrate its experience as it relates to the requirements of the EOI and include examples of existing location and/or programs where this experience was gained for each of the following points below. Please list all properties (including the number of units and length of tenure), where you have the following experiences:

- .1 Experience operating mixed market and affordable housing including managing units that are Rent-Gear-to Income (RGI) rental housing for low-income families, singles, seniors and persons with disabilities.
- .2 Established, current & relative community resource partnerships (i.e. Volunteers, Service Proponents, Funding Sources, Health Authorities, Government, Indigenous Government etc.)
- .3 Tangible and measured outcomes achieved; how previous experience has influenced proponent's philosophy and practice.
- .4 Demonstrated experience in providing property management services.
- .5 Clearly outline the familiarity with the region and established working relationship with Trades.
- .6 Using the following format, include in your proposal a complete listing of properties currently being operated by your organization that are exact or similar to the requirements identified within this EOI (use table below).

Name of Property	Location	# of Bldgs	Years Owned / Leased	# of Units	Program Participant Served	Annual Operating Budget

1.2 SERVICE DELIVERY PLAN (20%)

Proponents should clearly outline and provide a detailed description of how the organization intends to manage, operate and provide services as identified in the EOI.

- .1 Details and Methodology proposed to deliver all the required services.
- .2 Include the relationships (informal or formal) with other organizations/ agencies/ individuals proposed to meet the stated service goals in working effectively with the tenants.
- .3 Include partnerships that will be utilized (traditional or unique to this location).
- .4 Approach to developing & maintaining relationships with neighbors, community and other stakeholders.
- .5 Approach with regard to tenant engagement and ensuring tenant satisfaction.
- .6 Provide a plan on how your organization intends to minimize vacancies and maintain full occupancy throughout the contract term. Provide statistical evidence demonstrating this approach in current properties over the past 3 years.
- .7 Provide numerical data indicating the current vacancy rate and unit turnover timelines at existing housing buildings you currently operate.

1.3 COMMUNITY PARTNERSHIP & RELATIONSHIPS (10%)

Describe the relationships your organization has developed with community-based organizations and agencies, including multiple levels of government and regional health authorities.

- .1 Identify current relationships working with multiple levels of government. Identify the organization and the nature of each relationship with each level of government and provide statistical evidence of the outcomes of each relationship over the past 3 years.
- .2 Identify any current partnerships your organization has with other complementary organizations. Identify the organization, length of term of the partnership, specific roles/actions of the partnership, why this partner was selected and statistical evidence demonstrating client success throughout the partnership over the past 3 years.
- .3 Detail your process of addressing community and neighbour concerns and complaints and developing and maintaining trust within the local community. Provide specific examples of successful resolution of any issues.
- .4 Identify your process by which you build and maintain strong, efficient and mutually beneficial relationships with key stakeholders. Clearly identify each specific stakeholder, specific relationship, length of time and each stakeholder's level of interest and influence with your operations/client group.
- .5 Provide specific details of any shared services across other projects managed by your Society. Provide evidence that demonstrates how this sharing model builds efficiency across your organization without sacrificing quality of service delivery to clients.

1.4 CAPACITY AND STAFFING (10%)

The Proponent should clearly define and provide details regarding its overall capacity, plan, approach and employment strategy it plans to incorporate as it pertains to the EOI requirements. Topics to provide include but are not limited to:

- .1 Identify operating and staffing capacity & ability to successfully undertake this project and describe any other projects that the organization has scheduled during the anticipated time frame.
- .2 Provide evidence of staffing/resources that would be needed for this new operation and compare this to the existing operation. Highlight any staffing deficits and provide an action plan as to how these deficits will be successfully addressed. Clearly identify the number and positions of new staff that will need to be hired for this new project. Indicate how many new head office administration staff need to be hired and the corresponding cost if proponent takes on this project.
- .3 Detail your hiring practices and requirements of staff qualifications and identify how social sustainability and diversity plans will be implemented within any new positions required.
- .4 Provide specific plans on staff orientation and ongoing training related on social sustainability practices.

1.5 OPERATING BUDGET (APPENDIX 1) (25%)

Appendix 1 is to be prepared and included with the Proposal. Please delineate within the budget and sub programs, and explain major assumptions used in arriving at your estimates, for example existing infrastructure and/or experience managing other housing.

In addition, explain how your organization intends to meet Staffing Requirements, in particular:

- .1 Provide an outline of processes, tools or methods used by your organization to ensure budget goals are tracked and met.
- .2 Indicate expected timeline to hire staff for this new project.
- .3 List your organization's policies with regards to staffing eligibility, selection (including equity), remuneration, training, safety and security, annual performance reviews or other process that lead to enhanced outcomes-based performance of staff.
- .4 Provide details on how policies and procedures are communicated to your staff.
- .5 Provide a detailed list of the training that is provided to staff. Please indicate the frequency of the training and how it is monitored.
- .6 Describe how Criminal Records Checks for new staff will be conducted in your organization.
Describe your policy on how your organization conducts subsequent Criminal Records Checks and how frequent the subsequent checks are.

1.6 SOCIAL SUSTAINABILITY (20%)

- .1 Provide specific examples of how your organization addresses systemic concerns of residents, develops trust and demonstrates accountability to residents to address systemic discrimination and better empower residents. Provide statistical evidence of such over the past 3 years.
- .2 Provide your training plans for staff on equity and systemic discrimination such as anti-racism, Reconciliation, unconscious bias, trauma-informed practice or crisis de-escalation. Identify plans for new staff and ongoing awareness plans for existing staff.
- .3 Describe experience interacting with and supporting racialized and underserved populations (i.e. seniors, women impacted by gender-based violence, youth, families, 2SLGBTQIA+). Provide details of programs or specific operational approaches, how these programs were developed and evidence of success with these groups.
- .4 Provide details on specific Indigenous culturally appropriate services provided especially in working with urban Indigenous population. Explain how these programs were developed, and what client and community input was included within the services. Provide demonstrated evidence of the success of these services working with urban Indigenous population.
- .5 Clearly identify any opportunities your organization could incorporate in the operation that would benefit the local Indigenous community. Clearly explain the results you are expecting through these opportunities.
- .6 Provide an Executive staff list for both your Board, Senior Executives and Managerial roles. For each position identify type of social housing experience, years of service and in what capacity. Explain the process of how your organization ensures that persons within these roles possess both the required qualifications and specific experience but are also directly reflective of the gender and cultural identities of your client population.
- .7 Provide data on the staff profile across your organization, and include both the required qualifications and specific work experience and how the staff team reflect the gender, cultural identities and lived experience of your client population. If they do not, provide information on the work underway to address this

2. SELECTION OF THE HIGHEST SCORING PROONENTS AND PRESENTATION

At the conclusion of qualitative evaluation, all scores will be totalled for proposals. In the event of a tie score, or the top two highest scoring proponents within 5% of each other, proponents may be invited to present their proposal in-person to XX. The highest-ranking proponent from this session may be selected for

contract negotiations as set out in this EOI.

The presentations will be up to a maximum 60 minutes in length. Proponents will be required to provide an overview of their submission to a maximum of 30 minutes. No changes or addition of new information will be permitted during this presentation. Following this presentation will be a question and answer period regarding your submission.

The presentation must consist of the team or lead team-members who have been named within the proponent's submission and who will be carrying out the project activities.

6. SCOPE OF DELIVERABLES

This Expression of Interest (EOI) is an invitation by **XX to Non-Profit Societies** to submit proposals for the provision of **Non-Market Family Housing Operator Services** for XX

The successful Proponent will provide property management services and administration, including but not limited to tenant selection, rent collection, building and ground maintenance.

The successful Proponent is expected to start service delivery in **XX**

1. SITE DESCRIPTION (to fill in)

2. SERVICE LEVEL EXPECTATION

The successful Proponent is expected to respond to any tenant inquiry/ complaint within 24 hours and community inquiry/complaints within 48 hours.

The full normal relationship between landlord and tenant will exist between the successful Proponent and the Tenants. All aspects of the operation, including Tenancy Agreements, will be in compliance with the Residential Tenancy Act. It is understood that XX will not be responsible to the successful Proponent for any breach or failure of the Tenant to observe any of the terms of the Tenancy Agreement between the Tenant and the successful Proponent.

Minimum key expectations are listed below for the building:

- a) Vacancy Management:** The successful Proponent should use all reasonable efforts to maintain full occupancy of the property.
- b) Tenant Selection and Income Verification:** The successful Proponent will be responsible for selecting eligible households through the applicable Applicant Database and confirming eligibility in accordance with the Operator Agreement, including collecting and verifying household income and asset.
- c) Rent:** The successful Proponent will be responsible for collecting rent from the tenants, including calculating the tenant rent contribution payable according to the Rent Scale included in the Operator Agreement
- d) Security Deposits:** The successful Proponent may collect and keep security deposits. All funds collected and held by the successful Proponent as a security deposit must be handled in accordance with the Residential Tenancy Act.
- e) Property Management Requirements:** The successful Proponent will operate and maintain the property in a state of good repair for the benefit of the tenants and the community in which the properties are located.
 - a.** The successful Proponent will be responsible for all aspects of tenant and building management, including but not limited to tenant selection and building maintenance:
 - i.** Day to day resident and community liaison;
 - ii.** Responding to and resolving emergencies;
 - iii.** Responding to residential complaints and taking appropriate action;
 - iv.** Rent collection;
 - v.** Enforcement of the Residential Tenancy Act;
 - vi.** Facility management, including basic repairs and interior and exterior building maintenance;
 - vii.** Grounds maintenance;
 - viii.** Ensuring compliance with all standards of maintenance by-laws, fire safety and other building code standards;
 - ix.** Coordinating all Fire Safety annual inspections, resolving infractions and coordinating re-inspection;
 - x.** Notifying the designated XX Office promptly of significant events; and
 - xi.** Maintaining property records and keeping all records in a secure locked location to ensure

that the privacy of tenants and applicants is protected.

f) Fire Safety: The successful Proponent must:

- a. Follow the Fire Safety Procedure, and maintain a Fire Safety Plan which includes policies and procedures for:
 - i. Control of combustibles around the perimeter of buildings;
 - ii. Protection of emergency equipment;
 - iii. Storage and housekeeping;
 - iv. Laundry lint trap, room and vent cleaning; and
 - v. Staff assistance for tenants who cannot self rescue.
- b. Ensure that the property complies with all applicable statutory health and safety standards to ensure the health and safety of persons at or near the workplace, including ensuring that fire inspections are carried out regularly by the appropriate authorities;
- c. Retain records pertaining to the annual inspection, testing or maintenance of fire protection systems including smoke alarms, and the review of the Fire Safety Plan; and
- d. Post the annual Fire Inspection Certificate, including any remedial action plans.

g) Staffing: The successful Proponent its employees, and/or approved sub-contractors dealing with tenants are expected to have the necessary interpersonal skills to relate tactfully, respectfully and effectively with tenants in order to maintain positive tenant relations.

For all staff working with the tenants, whether part-time or full-time, paid or voluntary, the successful Proponent will have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety regulations contained within the Workers Compensation Act of BC. The successful Proponent will ensure that all staff has the appropriate skills, training and qualifications for the tasks that they perform, including, at a minimum, the following:

The successful Proponent must ensure their staff has the appropriate tools, skills, qualifications, instruction, training and supervision for the tasks that they perform and to work safely. The successful Proponent will ensure that staff has, at minimum, the following:

- a. Orientation on the services and standards;
- b. Orientation on the successful Proponent's standards, their written policies and procedures related to the management of the property including health and safety procedures; and
- c. Ensure that all staff undergoes a Ministry of Justice criminal records check in accordance with the BC Criminal Records Review Act. Evidence must be kept on file that the criminal record check was completed.

Note: The successful Proponent is required to have a written policy on the frequency of subsequent Criminal Records Checks.

h) Financial Management and Administration: The successful Proponent will establish written policies and procedures for effective control of finances for the property. XX will work with the successful Proponent to finalize an Operating Budget for this property.

3. APPLICATION OF RENTS:

The successful Proponent will collect rents, laundry revenue or other fees from the tenants and utilize this income to cover the administrative and maintenance costs of operating the Property. This is to include but not limited to:

- a.** Administrative costs associated with operating this property are to be covered by the total rent revenue retained by the successful Proponent. To include, but not limited to:
 - i. Accounting & audit fees;
 - ii. Legal fees;
 - iii. Property Tax;
 - iv. Utilities;
 - v. Liability insurance; and
 - vi. All Staffing – This includes all maintenance labour, janitorial, administrative, etc.
- b.** **Interior and Exterior Maintenance:** Maintenance costs to be covered by tenant rent revenue to include, but not limited to:
 - i. Costs for maintaining the buildings and grounds including all equipment, materials, and
 - ii. supplies required;
 - iii. Service Contracts;
 - iv. Waste Removal; and
 - v. Replacement Reserve allocation of \$60 / unit / month for Seniors and \$72 / unit / month for families to be set aside by successful Proponent to go towards unit turnover costs.

4. OPERATING DEFICIT AND SURPLUS

- a.** **Deficit:** The successful Proponent will be responsible for any operating shortfalls and/or extraordinary expenses unless otherwise agreed to by both parties. The successful Proponent shall not exceed the approved Operating Budget without the prior written authorization of XX.
- b.** **Accumulated Operating Surplus Expenditure:** XX may allow the successful Proponent to retain the Accumulated Operating Surplus to be used for costs relating directly to the Property.
- c.** **Small Capital Repairs:** The successful Proponent shall be responsible for all small capital repairs, replacements and routine maintenance (valued at less than \$5,000 in any one occurrence) such as, but not limited to, appliances, flooring, painting, and electrical, plumbing and mechanical repairs.
- d.** **Responsibilities of XX:** XX is responsible for monitoring the delivery of the property management services by the successful Proponent. A XX representative will be assigned to act as a liaison with the successful Proponent, and will provide advice, guidance and expectations to the Proponent, and provide timely response to issues raised by the successful Proponent.
- a.** **Modernization and Improvements:** At the sole discretion, and subject to the availability of funds, XX will negotiate with the successful Proponent to address all major repairs to the structure, including but not limited to, the roof, roof membrane, bearing walls, foundation, and floors of the buildings and seismic upgrades, maintenance of the exterior of the buildings, major repair or replacement of the heating, hot water, plumbing, electrical, sanitary and storm drainage

systems and other such major repairs.

- b. Land and Improvements:** XX will maintain insurance on the land and improvements of the property against loss by fire, theft and related perils.
- c. Limit:** XX shall not be required to pay any operating subsidy, operating deficit (unless mutually agreed upon), or make any other payments to the successful Proponent.
- d. Monitoring:** From time to time XX will monitor the operation of the property and use by the successful Proponent of revenues and to ensure the standards, objectives and expectations of the Agreement are met.
- e. Inspections:** XX will conduct informal inspections from time to time, as well as formal inspections on an annual basis to ensure that the property is maintained to a level of acceptance to XX.
- f. Tenant Satisfaction Survey:** XX may measure tenant satisfaction on an annual basis. The results of the survey will be shared with the successful Proponent and will form part of the performance review. The successful Proponent should target a minimum of 75% level of tenant satisfaction.

5. REPORTING

The successful Proponent will be required to report on a number of outputs and outcomes that directly relate to the services provided. The purpose of collecting relevant data is to monitor success, and for future planning.

The successful Proponent will be required to submit a reporting/reconciliation on an annually basis.

6. PROPOSER CONDUCT

- a. Identification of Proposer's Employees or Representatives.** All employees, representatives and/or sub-contractors of the successful Proponent delivering and/or installing product to a XX site shall at a minimum, be required to wear a XX approved photo identification badge, plainly visible at all times on the XX site. No employee and/or representative of the successful Proponent shall be allowed to enter XX property without proper identification and XX escort.
- b. Removal of Proposer's Employees.** The successful Proponent agrees to utilize only experienced, responsible and capable people in the performance of the work. XX may require that the successful Proponent remove employees or representatives who endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of XX security and/or standards of conduct.

7. PROTECTION OF XX PROPERTY

During delivery and/or installation, the successful Proponent, its employees and/or representatives, shall adequately protect all XX property, to include but not limited to property structures, landscaping and grounds. The successful Proponent shall be financially responsible for any damage to XX property incurred by Proponent staff and/or representatives during delivery and/or installation.

APPENDIX 1: SUBMISSION FORM

To: **XX**

Attention:

Re: **Non-Market Family Housing Operator Service**

PROPOSER INFORMATION:

Legal name of Proposer:	
Any other relevant name under which the Proposer carries on business:	
Street Address:	
City, Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Company Website (If Any):	
Proposer's Contact Person and Title:	
Proposer's Contact Person Phone:	
Proposer's Contact Person email:	

APPENDIX 2: BUDGET SUMMARY

APPENDIX 3: REFERENCE FORM

Proponent: _____

Each Proponent should provide three (3) references from clients who have operated similar housing projects from the Proponent in the last **Three (3) years**. This information should support the information provided in your Proposal.

Reference #1

Project Summary	
Project Title	
Project Location	
Date Started	
Date Completed	
Number of Units	
Target Population	

Client Reference	
Client	
Contact	
Phone	
Fax	
Email	

Project Description

Reference #

Project Summary	
Project Title	
Project Location	
Date Started	
Date Completed	
Number of Units	
Target Population	

Client Reference	
Client	
Contact	
Phone	
Fax	
Email	

Project Description

Reference #3

Project Summary	
Project Title	
Project Location	
Date Started	
Date Completed	
Number of Units	
Target Population	

Client Reference	
Client	
Contact	
Phone	
Fax	
Email	

Project Description

APPENDIX 4: RELATIONSHIP AND CONFLICT DISCLOSURE FORM

This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team including the Key Supplier Resources and Key Firms (if any).

The Proponent declares on its own behalf and on behalf of each member of the Proponent team that:

- (a) This declaration is made to the best knowledge of the Proponent and, with respect to relationships of each member of the Proponent team, to the best knowledge of that member.
- (b) The Proponent and the members of the Proponent team have reviewed the definition of Conflict of Interest.
- (c) The following is a full disclosure of all known relationships and/or Conflicts of Interest that the Proponent and each member of the Proponent team has, or has had, with:
 - (i) XX;
 - (ii) any current employees, elected officials, directors or officers, as applicable, of XX;
 - (iii) any current employees, elected officials, directors or officers, as applicable, of XX, who ceased to hold such a position within two calendar years prior to the Submission Time; and/or
 - (iv) any other person who, on behalf of XX, has been involved in the procurement process or the design, planning or implementation of the Deliverables or has confidential information about the Deliverables or the procurement process.

Name of Proponent team member	Name of party with relationship	Details of the nature of the relationship

Name of Proponent

Name of Authorized Signatory

Title of Authorized Signatory

Signature of Authorized Signatory

If the Proponent is a partnership or joint venture – provide a form for each of its partners or joint venturers, as applicable.

APPENDIX C – BCNPHA: HIRING AND WORKING WITH DEVELOPMENT CONSULTANTS: A GUIDE
FOR NON-PROFIT HOUSING PROVIDERS



Hiring + Working with Development Consultants

A GUIDE FOR NON-PROFIT HOUSING PROVIDERS

May 2020

PARTNER



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1. Purpose of this Guide

The development of affordable housing in Canada and British Columbia has a long history, but in recent years there has been growing demand throughout BC. The focus of this guide is the role of the development consultant, who is primarily engaged by non-profit societies that provide rental housing.

Whether it is new development, regeneration of older housing projects, or retrofits of existing housing, the development of non-profit housing (also referred to as affordable and non-profit housing), is complex, often challenging, and can involve multiple funding sources and approval authorities. Non-profit housing is now often constructed as part of mixed-use projects with commercial, civic, or other uses. Most projects have timelines of three years or more. Non-profit housing also often serves residents with complex needs, which requires appropriate design for the intended residents.

Development consultants have been assisting non-profit societies since the 1970s. In view of the complexity of the housing development process, the lengthy timelines, and issues that can arise, the range of development consultant responsibilities has been wide and challenging. Development consultants have two main roles:

- **Providing advice to the sponsoring society.** While drawing on the development consultant's experience, securing and coordinating the advice of specialist consultants is also important; and
- **Acting as a project manager.** Often known as the "Owner's representative", taking responsibility for managing the project from start to completion.

Although co-op housing involves a form of ownership, and may vary from a rental project by the early involvement of prospective residents in its design, this guide can also be used by groups considering co-op housing.

This guide has been sponsored by the BC Non-Profit Housing Association (BCNPHA), in cooperation with BC Housing, and has been written to provide non-profit housing societies and their partners with the following guidance:

- The role and expected responsibilities of a development consultant;
- A comprehensive understanding of a development consultant's expected competencies; and
- Assistance with the selection process, contractual arrangements, services, and who to work with a development consultant.

While this guide includes a significant amount of information about development and approval processes, there are links to other sources that will be of assistance.

Two websites are especially useful:

- BC Housing's website <https://www.bchousing.org/home>; and
- BCNPHA's website <https://bcnpha.ca>

The appendices contain a Development Consultant Services Contract template, matrix of services, fee schedule and other schedules generated by BC Housing.

2. Context: Developing Non-Profit Housing in BC

Although the non-profit sector has been developing housing in BC since the 1950s, significant housing development began in the 1970s with changes to the *National Housing Act*. Since then, both federal and provincial governments have provided varying programs and levels of funding commitment. Entering 2020, non-profit housing in BC can be developed in a number of ways.

DEVELOPMENT THROUGH BC HOUSING

BC Housing (BCH) is the primary provincial agency through which non-profit housing is approved and funded. BC Housing administers a corporation, the Provincial Rental Housing Corporation (PRHC), that holds property for affordable and non-profit housing. BCH also holds land under long-term leases to housing providers. Provincial programs set approval processes, ensure appropriate due diligence is undertaken (including the need to meet certain performance criteria), and usually provide some form of capital or operating funding to ensure a project will be affordable over its life. An overview is available online:

<https://www.bchousing.org/projects-partners/funding-opportunities>

DEVELOPMENT THROUGH FEDERAL PROGRAMS

More recently, the federal government (through CMHC) has also re-entered the funding of non-profit housing through low-cost and forgivable loans for construction, repair, and revitalization of affordable housing.

Similar to provincial programs, there is a federal approval process. The National Housing Co-Investment Fund “supports the new and revitalization construction of mixed-income, mixed-tenure, mixed-use affordable housing. Funded projects need support from another level of government to ensure a coordination of investments”. There are two streams within the National Housing Co-Investment Fund: <https://www.cmhc-schl.gc.ca/en/nhs/co-investment-fund>

WITHOUT PROVINCIAL/FEDERAL PROGRAMS OR WITH LIMITED ASSISTANCE

Some non-profit societies are able to develop without government-led programs. These projects may be known as “social enterprise housing” or “community contribution housing”. Funding and support to ensure affordability can come from various sources, including leveraging revenue from existing older non-profit housing projects that may be at the end of their operating agreements, and co-development with a private developer on underused land owned by non-profit societies. Additionally, if rezoning is required for a private developer undertaking market housing, municipalities have the authority to require a developer to provide a proportion of the new housing as affordable housing units. This is referred to “inclusionary housing”. Through its “Housing Hub” initiative, BC Housing is able to assist in this type of housing through staff expertise, or short- or long-term lending. <https://www.bchousing.org/housinghub>

3. The Development Consultant's Role + Competencies

OVERVIEW

Developing non-profit housing is complicated, with numerous decisions to be made on a range of subjects. There are two main roles a development consultant performs for a society through the journey that will result in a completed project. Within these roles, there are many activities to be undertaken:

- **Providing advice to the sponsoring society.** While some of this advice draws on the development consultant's technical knowledge, skills, and experience, it also involves securing and coordinating the advice of specialist consultants.
- **Acting as a project manager** – often known as the "owner's representative" – taking responsibility for managing the project from start to completion. It is a coordinating role, ensuring the project advances and activities are undertaken by all the supporting consultants, agencies, and approving authorities. The development consultant is often an advocate for the society throughout the many approvals required. "Trouble shooting" is frequently required to resolve issues and delays.

These roles require excellent interpersonal skills, plus knowledge and experience of the entire development approval process.

COMPETENCIES FOR DEVELOPMENT CONSULTANTS

Competencies can be divided into three classifications: 1) technical knowledge, 2) skills, and 3) personal attributes. Within each of these classifications is a range of specific competencies required to successfully deliver non-profit housing projects, as outlined in Table 1. Consultants can be evaluated according to their experience and expertise in each of these areas.

This classification of competencies should assist non-profit housing providers as they evaluate among development consultants' proposals. The reader is encouraged to review Appendix A to read more about the technical knowledge, skills, and personal attributes involved in development consulting.

When a non-profit society hires a development consultant, it is important that staff and/or the Board is satisfied with the information and services being provided to the organization. It is equally important that the housing provider's project team thoroughly understand the process, be involved, ask questions, and be confident in the decisions being made on the society's behalf.

Table 1: Competencies by Classification

TECHNICAL KNOWLEDGE	PRACTICAL SKILLS	PERSONAL ATTRIBUTES
<p>Affordable and non-profit housing</p> <p>Meeting the project design and operating needs for different client groups</p> <p>Current government programs</p> <p>Project management</p> <p>Project funding</p> <p>Financial administration</p> <p>Land Acquisition</p> <p>Design and cost control</p> <p>Operations planning</p> <p>Municipal and provincial approvals</p> <p>Procuring contractors</p> <p>Construction contract administration</p>	<p>Project management</p> <p>Organized and analytical</p> <p>Communication – verbal and written</p> <p>Facilitation</p> <p>Negotiating and conflict resolution</p> <p>Problem-solving</p> <p>Time management</p>	<p>Client-focused accountability</p> <p>Leadership and initiative</p> <p>Vision and strategic thinking</p> <p>Resilience and determination</p> <p>Cooperative</p> <p>Self-assessment</p>

DEVELOPMENT CONSULTANT ROLE, FUNDING MODEL + PROCUREMENT TECHNIQUES

Depending on the funding model being used to develop a project, the development consultant's role and the services vary. Where government funding is involved, the development consultant ensures the project advances through the well-established approval and review process. There are often less clear "road maps" for non-government funded projects, and while there will be similarities in the design and municipal approval processes, other aspects of the project will be unique. The role of the development consultant will adapt to the different relationships and requirements of the various partners. There will still be a need for formal review and approval processes by other funders, and the client and development consultant should ensure these are set out and incorporated into an overall process.

The roles and relationships of the consultant relative to the architect and contractor also vary with the alternate construction procurement methods identified in Section 4.

4. Planning to Completion: Design + Approvals Processes

OVERVIEW

A housing project will typically go through **four parallel processes**, shown on Figure 1. It is the responsibility of the development consultant to manage the project through these processes, ensuring appropriate submissions are made, approvals obtained, and timelines met.

1. Project Management Process. All projects proceed through stages involving the development of drawings, budgets, client approvals, and construction. Design drawings go through a number of stages, each of increasing detail, from concept to full detailed working drawings, along with specifications that are tendered and form the basis for construction. Each stage of drawings needs to be signed off by the society, as well as some, if not all, of its partners.

Concurrent with the evolution of the drawings is the preparation of a series of capital and operating budgets, which also identify the amount and type of equity required to ensure affordability. Depending on program type, the format may vary somewhat. Budgets are reviewed and revised as more detail develops about the site plan and design of the project. The construction budget portion of the full capital budget will be subject to a series of estimates by a Quantity Surveyor, who is employed by the society, or through a Construction Manager, BC Housing, or other funders.

2. The Municipal Regulatory Approval Process. All projects will require a number of municipal approvals. Drawings and specifications are submitted at different stages for approvals and may include:

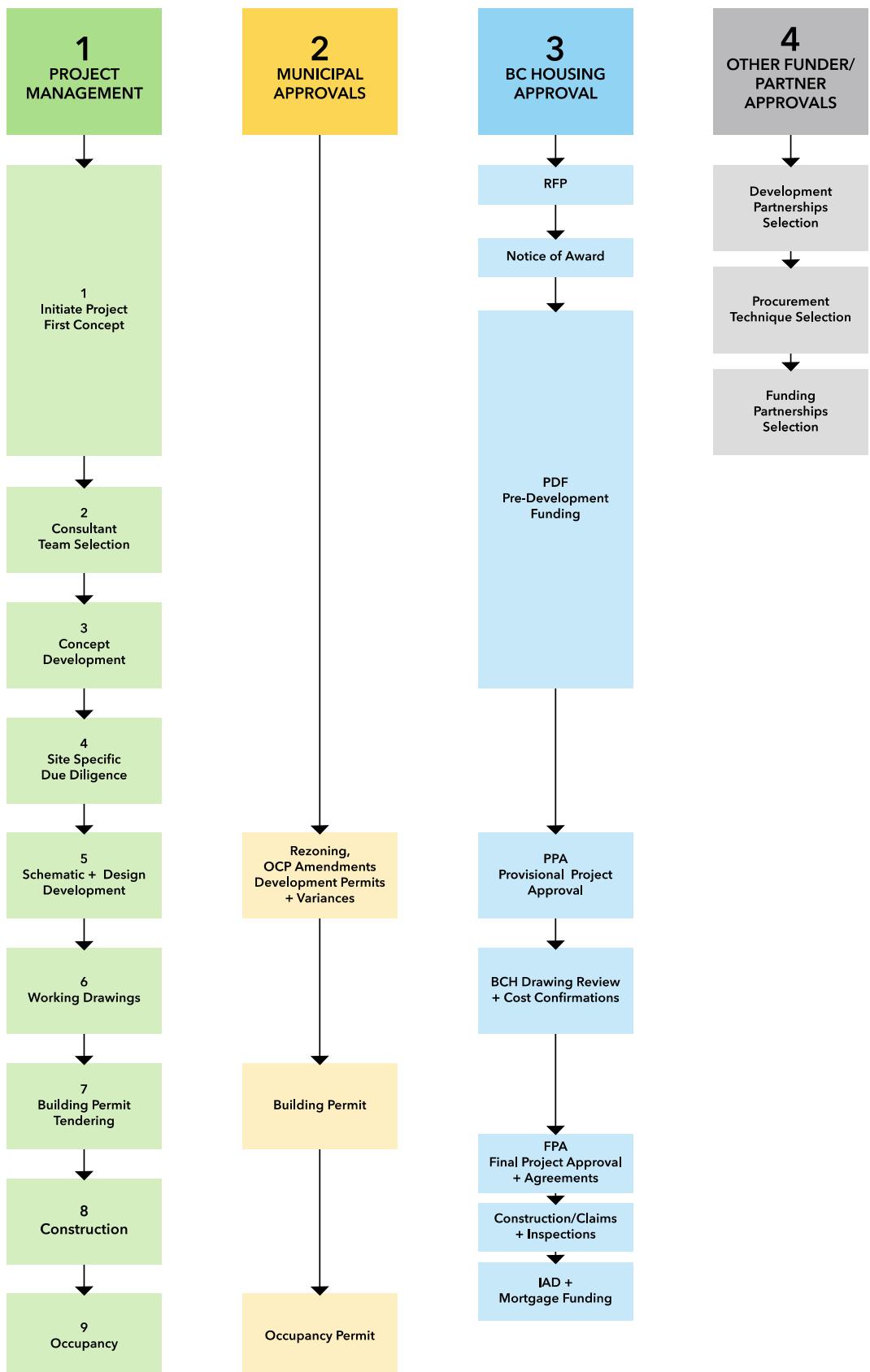
- Official Community Plan or Text Amendment;
- Zoning;
- Development Permit and Variances; and
- Building Permit.

3. BC Housing Approval Process. Most projects in BC go through BC Housing's approval process, the stages of which are related to the level of drawing detail and costing.

4. Other Funder/Partner Approval Processes. Many projects have additional partners who contribute to the project, and have an approval process for this contribution:

- Municipal Governments – land provision, additional capital funding, integration of a municipal facility;
- CMHC to secure additional capital funding to complement BC Housing's contribution. In some cases, projects may solely use CMHC funding;
- Donors – these may be agencies, institutions, or individuals;
- Other funding agencies, e.g., credit unions or banks; and
- Other non-profit partners for specific uses (e.g., health facility).

Figure 1: Design + Approvals Process



1. THE PROJECT MANAGEMENT PROCESS

Procurement Techniques for Construction

The term “procurement technique” refers to the method by which a contractor is secured to bid for and build a project. Early on, the society will need to determine which procurement technique to use. This, in turn, has numerous implications through the design, approvals, tendering, and construction processes. The chosen procurement technique also impacts the role and type of work undertaken by the development consultant throughout the project.

Procurement processes have to comply with BC Housing’s requirements, as significant amounts of public money are involved. For more information:

<https://www.bchousing.org/about/doing-business/bid-centre>

There are four main procurement techniques. The development consultant and design team’s roles are similar in the first three methods, but significantly different in the fourth. If the project is design build, the design builder may already have made a proposal to the society early in the process, and phases normally coordinated by the development consultant – selecting the consultant team and much of the due diligence – would be undertaken by the design developer.

A summary of each method follows, with more detail available in Appendix B:

1. Construction Management at Risk;
2. Construction Management as Agent;
3. Design Bid Build; and
4. Design Build (turn-key).

1 | CONSTRUCTION MANAGEMENT AT RISK

The design team works for the development consultant, who will coordinate an RFP early in the project to secure the Construction Manager (CM). The criteria include a competitive fee for pre-construction advice, and a percentage for managing contract services. Before construction, the CM advises the society on constructability, scheduling, budgeting, and cost estimates. The CM tenders completed drawings and specifications to individual trades. However, before construction begins, the CM becomes the General Contractor and enters in a fixed price contract with the society, assuming it is satisfied with the CM’s performance to date.

2 | CONSTRUCTION MANAGEMENT AS AGENT

The design team works for the society. The arrangements for securing the contractor are similar to Construction Management At Risk, but the CM does not enter into a fixed price contract for the trades, who contract individually with the society. This technique is not commonly used, and is generally limited to complex projects, such as renovations involving hazardous material removal.

3 | DESIGN BID BUILD

The design team works for the society. The General Contractor (GC) is selected through a public tender process only after drawings and specifications are complete. Following the selection of a bidder, the GC enters into a "stipulated price" or "fixed price" contract with the society. The development consultant coordinates with the architect on tender openings and makes recommendations to the society on the award of a contract.

4 | DESIGN BUILD

In this method, also called a "turn-key", the design team (including the architect and all of the sub-consultants) and most specialist consultants are contracted to work directly for a private sector developer. The developer provides the direction for the design team within the context of the society's needs that may be set out by a Statement of Requirements. The developer will also manage the design and approval process. A society may have been approached with a proposal to design-build a project early on, prior to the hiring of a development consultant. However, it is preferable that a development consultant be brought on by the society before commitments are made to the design builder.

This procurement technique typically involves fewer development consultant services than the other three procurement methods, as the developer coordinates the design consultants and municipal approval process, and oversees the tenders. The claims process is also generally simpler. However, there can be challenges for this role as the development consultant usually assists the society with negotiations with the developer about design and price, coordinates a series of agreements, and throughout the project acts as the Owner's representative, but without the direct support of the design team. The nature of agreements with the developer may be more elaborate than with construction management as agent, at risk, or design-bid build.

Design, Approval + Construction Process

STAGE 1: INITIATING PROJECT SITE EVALUATION + DEVELOPING A CONCEPT

Initiating a project may occur in a number of ways. Generally, a society has a desire to meet a certain need through the development of housing. This may be the first project for a society or another of many it has undertaken. The society may or may not have land. A developer may have approached the society to develop a "turn-key". The society may or may not have funds to hire the development consultant or an architect to assist in this initial work.

The length and complexity of this stage will be influenced by the status and timing of government programs. If a proposal is being submitted to BC Housing's RFP process, the requirements may be limited for that purpose.

At this stage, the development consultant's role is to assist the society in:

- Identifying the need to be met;
- Applying for "seed" or start-up funding;
- Describing the concept – unit numbers, type, order of magnitude capital cost, capital and operating budgets, and equity needs; and
- Evaluating a site, or finding a site, and identifying issues and diligence to be undertaken.

Site evaluation is an important early stage in the development of a project, and should involve the identification of issues and opportunities associated with development since responding to them may involve substantial costs to the project. Initially, a site evaluation may be an overview that identifies the requirements and budget for special studies. Issues may involve drainage, impacts of riparian area protection, traffic noise, vehicular access, sensitive ecosystems, geotechnical issues, environmental contamination, or hazardous materials. The site may be an existing housing site to be densified, in which case a systematic approach to evaluation should be undertaken (See Stage 3).

HOUSING NEED STUDY

A housing need study is undertaken by a consultant with experience in the field of need and demand studies for non-market and targeted demographic housing. In some cases, this work could be accomplished by a development consultant, but other professionals, such as community planners and researchers, regularly undertake this type of work. The objective of the study is to determine if there is a substantiated need for a certain type of housing, and what size of project can be supported. This type of study is especially important in smaller communities, and BC Housing will require a housing need study to substantiate a project.

A need and demand study includes:

- Analysis of demographic and economic characteristics of an area;
- Analysis of the existing supply and occupancy of housing for the intended group in the local area, along with research into prices and rents;
- Interviews with groups who provide services to the intended group (e.g. social workers, seniors resource centres, food bank, support groups, family serving agencies, etc.);
- Estimates of current and projected need and demand for housing by the intended market group, including the ability to pay;
- Recommendations on whether there is sufficient need to support a project going forward, and, if so, the approximate size of a project, along with commentary relating specifically to the intended market group (e.g. support needs, accessibility); and
- Commentary on the rents or sale prices required to make a project viable, and commentary on how a shortfall between the intended market's ability to pay and the economic costs of the project could be approached.

Amendments to the *Local Government Act* in 2019 require all local governments to complete Housing Needs Reports by 2022, and every five years following the completion of the initial report. The legislation requires local governments to collect data on the current and projected population, household income, current housing supply (including rental rates and vacancy rates), and information related to core housing need. Key findings from these reports include statements on key areas of housing needs and gaps, and population groups most in need of housing. Housing needs reports serve as a resource for community. www2.gov.bc.ca/gov/content/housing-tenancy/local-governments-and-housing/policy-and-planning-tools-for-housing/housing-needs-reports

To draw data from a housing need report, or to undertake a project-specific analysis in the absence of a report, funding may be available through CMHC's "Seed Funding" program. This fund provides financial assistance to carry out the initial activities required to develop a proposal for an affordable housing project. BC Housing may sometimes have funding available for groups to conduct a study.

It will also be helpful to follow the BCNPHA/BCH "housing need and demand template" available on both organizations' websites. This template is particularly important if a group intends to seek funding from BC Housing at later stages.

STAGE 2: SELECTING THE CONSULTANT TEAM

Designing, obtaining approvals, and constructing a housing project requires a team of professional consultants. Assuming the project is to be designed and tendered by the society, this team works directly for the society. Most of the design consultants will be supervised or contracted to the architect. The development consultant may coordinate the hiring and supervision of the architect, and will also coordinate hiring other specialist consultants, such as an appraiser, geotechnical consultant, environmental consultant, hazmat consultant, and cost estimators.

In the event of a design-build, all design professionals and most others, except a cost estimator, will generally be hired by the developer.

Professional consultants need to be secured, usually through a competitive process. Ideally, the development consultant should be selected first, and can then provide advice on the consultants required and timing, prepare the terms of reference for the other team members, organize a "Request for Proposal" for each discipline, select the consultants, then put in place appropriate contracts.

The society may initiate a project and undertake a limited concept planning process by hiring a development consultant on a non-competitive or limited competition basis that relates only to initial concept work. When funding is committed, or a better understanding of the scale and complexity of the project is known, the society can then secure a development consultant to advance the project through to occupancy.

Regardless of the size or type of the project, teams usually include the following members:

- Development consultant
- Architect
- Structural engineer
- Electrical engineer
- Mechanical engineer
- Civil engineer
- Energy modeler
- Landscape architect
- Building envelope consultant
- Building code consultant/
certified professional
- Sustainability consultant
- Geotechnical consultant
- Cost estimator (Quantity Surveyor)
- Environmental/ hazmat consultant
- Kitchen consultant
(if commercial kitchen included)
- Acoustic consultant (if required)
- Energy modeler
- Commissioning agent

STAGE 3: SPECIFIC SITE DUE DILIGENCE

The exact timing of the activities in this stage will vary according to site characteristics and funding availability, and may run concurrently with other stages. Usually coordinated by the development consultant, activities in this stage include:

- **Confirming municipal approvals required.**
- **Securing a site survey plan.**
- **Reviewing the Land Title.**
- **Securing a geotechnical analysis to determine site suitability.** Initially, this might be by letter and then in more detail through site testing.
- **Environmental assessment and remediation, and hazardous materials assessment.** When projects are to be constructed where there are existing buildings to be demolished, these buildings often contain some form of hazardous materials that, firstly, need to be identified, recommendations prepared, and the material removed with confirmation this was undertaken appropriately. Additionally, the land, as opposed to the building, can contain contamination from dumping, migration of contaminants from another site, or previous activities on the site. A common contaminant is leakage from underground oil storage tanks. Although this work will be overseen by a specialist consultant, the development consultant will be responsible for engaging the consultant on behalf of the society and ensuring the completion of reports. Typically, this work can involve:
 - **Securing Phase 1 and Phase 2 Environmental Site Assessments.** Phase 1 involves looking at the history of the site and adjacent land uses, and Phase 2 (if deemed necessary) involves soil testing to determine if there are soil contamination issues;
 - **Assessing hazardous materials.** This work typically refers specifically to buildings, and may ultimately require destructive testing of a building prior to demolition or renovation to determine if hazardous materials are present; and
 - **Coordinating environmental remediation and/or hazardous materials removal.** Usually, this work will not occur until funding is secured, but may be undertaken before tendering for construction, or included as part of that scope of work. Municipal approvals will be required, and the work will be supervised by a specialist environmental consultant, who will provide a report confirming work was undertaken appropriately. The removal will generally occur later in the process prior to construction, or form part of the construction contract.

STAGE 4: CONCEPT DEVELOPMENT

An initial concept plan may have been prepared very early on. However, at this stage, a full concept will be undertaken by the architect, and be accompanied by other conceptual descriptive material, resulting in a site plan and outline plan for a building. This is the stage that translates the vision into drawings, and is the litmus test of the project's viability. Changes to plans are relatively easy to make at this stage, but it is important to secure a plan that meets the society's objectives as closely as possible. The development consultant will typically write the concept description, and coordinate the hiring of a cost estimator (Quantity Surveyor) to secure an order of magnitude "Class D cost estimate", which will form the basis of a revised capital and operating budget, as well as the level of financial assistance required to ensure the project is affordable for the target clientele.

The concept plan and accompanying description will involve determining:

- The housing type, features, and site plan to meet the needs of the intended residents;
- The size of building(s) that can fit on the site;
- The number of units/beds that can be accommodated in the building;
- Whether the building is compatible with the existing municipal zoning;
- Accessibility of services to the site (e.g., water, sewer, sidewalks, lighting);
- An Order-Of-Magnitude (OOM) cost;
- Initial funding sources plan;
- Initial capital and operating budget with revenues and expenditures; and
- Anticipated issues (e.g., environmental).

STAGE 5: SCHEMATIC + DESIGN DEVELOPMENT

During these two activities, the architect will develop the building's drawings to a level that enables accurate assessment of the building area, and identifies most of the rooms, unit layouts, and exterior elevations. These stages will typically occur after BC Housing, or another funding source, has provided the society with an interim approval to proceed, and included funding through Pre-Development Funding (PDF) for this work. In this stage the work will also be of sufficient detail to secure municipal development permit approval, as well as a more precise cost estimation (a Class C Estimate). It is important that planning for the operations of the project takes place concurrently with design development, and that safety, security, maintenance, administration, accessibility, durability, and sustainability are considered. The development consultant's roles during this stage is to ensure the drawings meet the needs of the society, and the design is evolving positively relative to agreed budgets.

A variety of municipal approvals are typically required for a new project. During this stage, zoning, OCP amendments, and development permits and variances are usually obtained.

This process means meeting various municipal department approvals, and where a rezoning is required, communication and consultation with the public (including a public open house and public hearing) will be needed. The development consultant coordinates this process, and often works with the design professionals in advocating/negotiating the project through the municipal department approvals.

STAGE 6: WORKING DRAWINGS

The architect, and the design consultants under the architect's direction, prepares the working drawings and specifications, including tender documents, which are used for the construction of the project.

The development consultant will work with the architect to ensure the production of these drawings is completed within the agreed time schedule, and meet BC Housing's *Design and Construction Standards*. The development consultant will also review the drawings to ensure the design and key features meet the housing provider's needs and expectations, but cannot check for completeness or detailed technical content, which is the responsibility of the design consultants and, in particular, the architect.

These drawings will be used for cost estimating and, prior to tendering, BC Housing will require confirmation by a cost estimator that the design is within budget and the drawings comply with its Design Standards.

The development consultant will work with the architect to ensure the project drawings and costs align with the budget. If this is not the case, then "value engineering" may be needed - a process where the architect and development consultant work to find savings prior to tendering.

At 100% completion, the drawings will be used to:

- Obtain a building permit;
- Secure a tendered price from contractors; and
- Form part of the contract for construction.

Clear, complete, and well-coordinated working drawings and tender documents are essential. A frequent source of change orders and contract changes can be a lack of coordination among the design team, or missing details on drawings.

STAGE 7: BUILDING PERMIT, TENDERING, FINAL BUDGET APPROVALS + CONTRACT AWARD

Prior to construction a building permit is required from the municipality. The application for a building permit is usually the responsibility of the architect, but the development consultant may assist if there are issues associated with securing the permit.

It is preferable to secure a building permit before tendering the project. This ensures that any changes or conditions of the municipality are not left until after tendering to become change orders. Tendering will vary depending upon the procurement technique and, in turn, the development consultant's role in tendering.

Tendering is usually a four-week period, plus another a week for the bids to be confirmed and checked for compliance with tender documents. If the tendered price is above the budget for construction, then the development consultant will need to coordinate a value engineering process to bring the project within budget.

When a satisfactory contract price is obtained, the development consultant, with support of the architect, will formally prepare a report to the society's Board with recommendations for approval on the outcome of the tender, value engineering if necessary, and a final capital budget. This report will also go to the society's partners where appropriate, and to BC Housing to secure "Final Project Approval".

Following sign-off by the society and BC Housing, the development consultant, together with the architect, will ensure that the contract document is appropriately executed, along with drawings and specifications issued for construction.

STAGE 8: CONSTRUCTION

Construction time will vary depending on market conditions, project complexity and size, and the project's location in the province, as well as seasonal weather conditions.

The architect is usually the named consultant within the contract between the society and the contractor, and will be responsible for actually administrating the contract.

Acting as the **owner's representative**, the development consultant has a number of key roles during construction:

- Monitoring project progress, and supporting the architect on issues related to delays, quality, or other performance issues by the contractor;
- Processing all construction progress claims through the society and BC Housing. This is a key activity to be undertaken by the development consultant, and must be completed in a timely manner. Figure 2 illustrates a construction progress claim;
- Monitoring claims relative to the budget;

- Reviewing and processing change orders with recommendations to the society (See Figure 3);
- Regularly providing status reports to the society on project progress, claims, change orders, construction contingency status, and schedule;
- In some cases, taking on the role of coordinating furniture, fixtures, and equipment tendering (FF&E);
- Representing the society, along with the architect, in the inspection of the building when complete;
- “Trouble shooting” – ensuring disputes or issues are resolved. There can be many issues that arise during a construction project, such as the discovery of unanticipated geotechnical conditions or soil contamination, contractor performance, design consultant performance, drawing disputes, and insurance claims. While there are established procedures for resolving most construction issues, as owner’ representative, the development consultant will need to ensure the society’s interests are being met, support the architect, and use best judgement and experience to help resolve issues; and
- Assisting the society with finalizing the operating budget and arrangements, including advice for the rent up of the project.

STAGE 9: COMPLETION + OCCUPANCY

Completion and occupancy involve a number of key tasks. A certificate of completion is issued by the architect, and an occupancy permit is obtained from the municipality. This stage involves inspections, documentation of deficiencies, and holdback of payments to ensure any deficiencies are rectified.

Occupancy requires ensuring units are ready, coordinating furniture deliveries, and resident move-ins. Mechanical systems need commissioning to make certain they are working as required.

This stage also involves working with BC Housing, which ensures long term mortgage financing is available for the debt attributed to the project, and establishes the associated interest adjustment date. Mortgage documents will need to be signed by the society.

Before twelve months have passed from the date of substantial completion of work, the development consultant will coordinate a warranty review. This process will typically involve the architect, contractor, and the society.

Figure 2: Construction Progress Claim Process

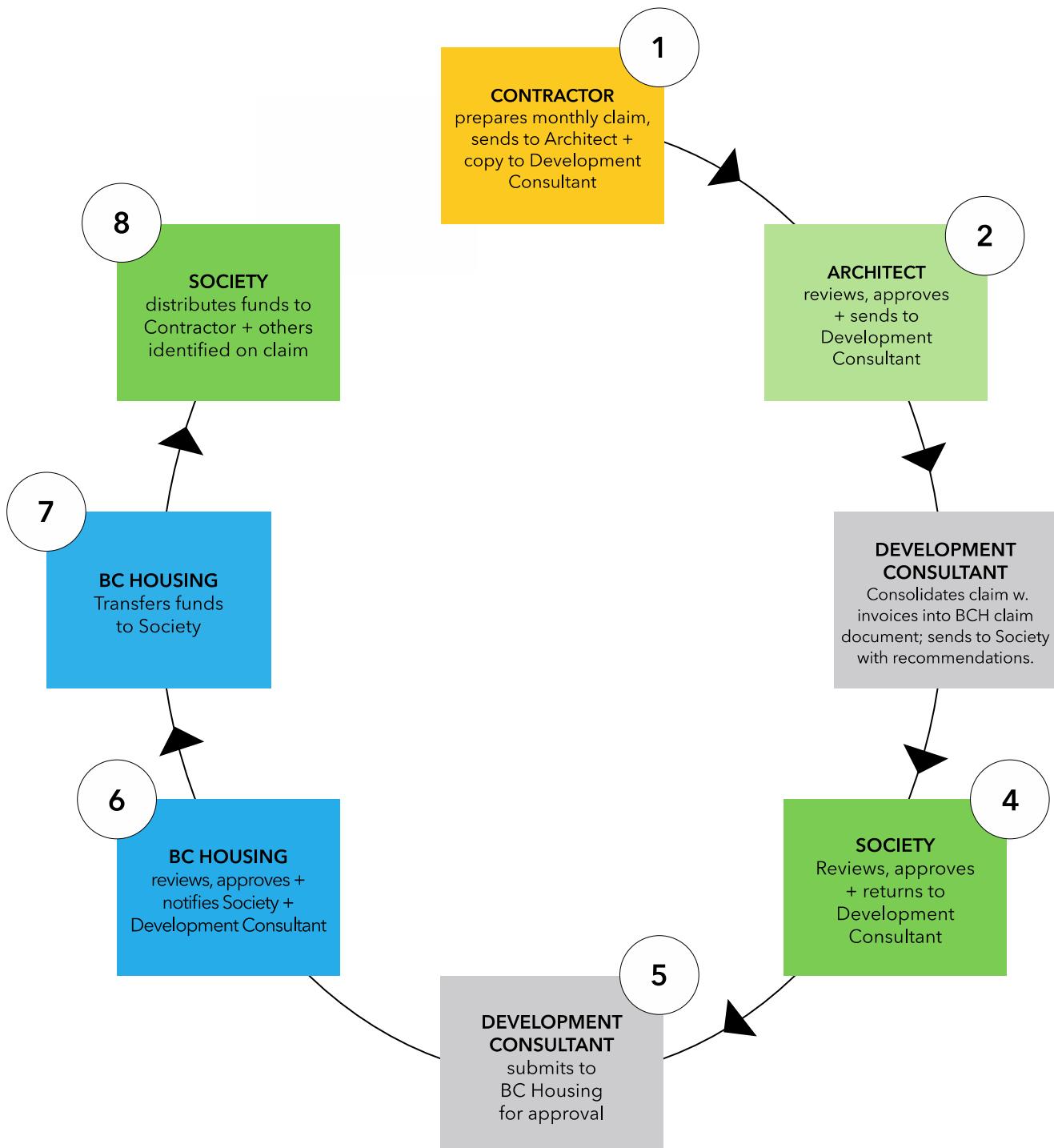
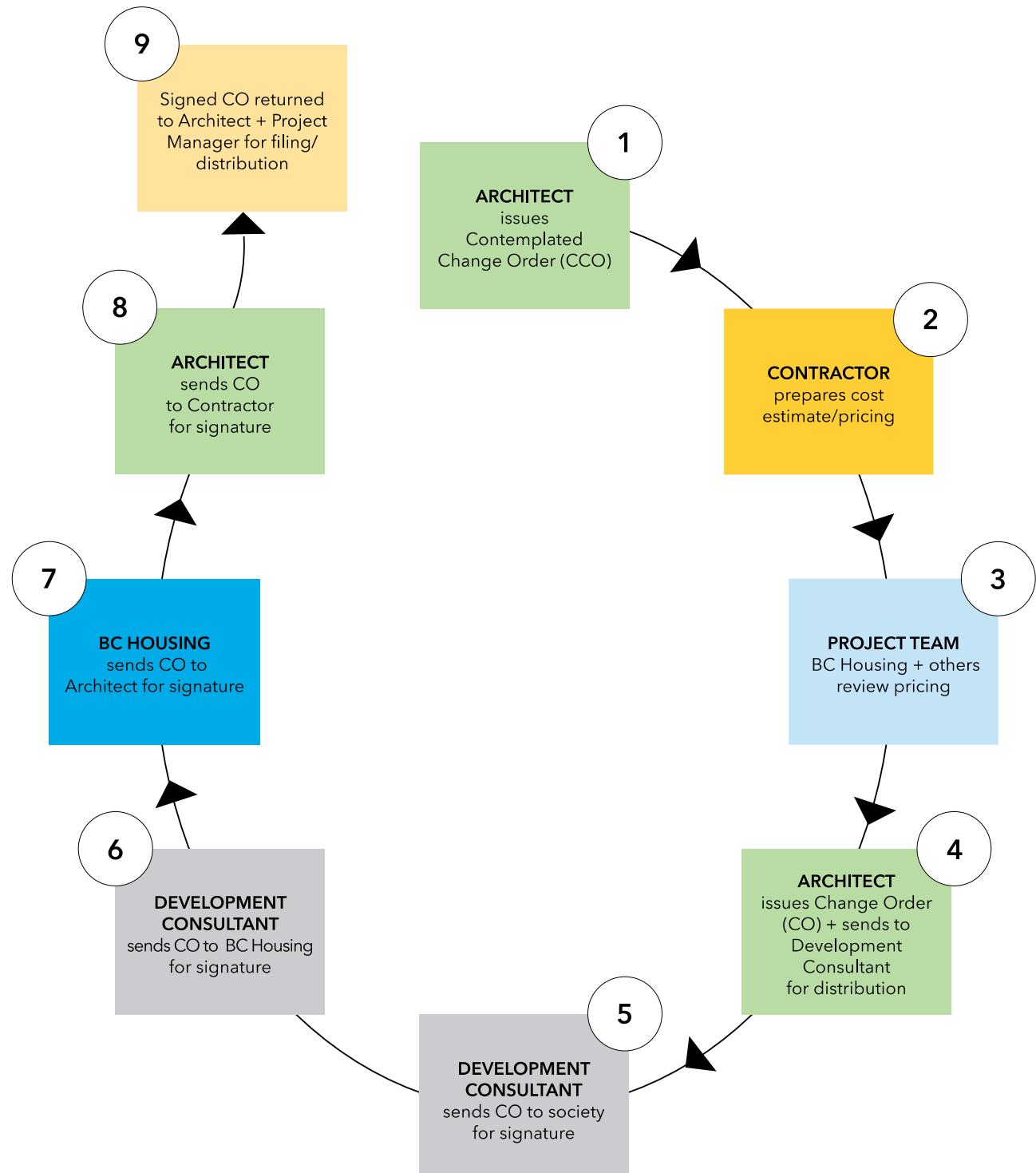


Figure 3: Change Order Process



2. MUNICIPAL REGULATORY APPROVAL PROCESS

Once drawings are developed and funding is received from BC Housing, or another funding body, the society will submit drawings to the municipality for its regulatory approvals. The time to secure municipal approvals varies across the province, but can range from three months in smaller communities to a year or more in larger municipalities. The development consultant will coordinate and monitor these approvals, although submissions will generally be made by the architect for many of the required approvals.

The type of approvals required depends upon the municipality, and whether the site has suitable existing zoning. Typically, required municipal approvals may include:

- **Official Community Plan (OCP) amendments;**
- **Zoning.** Following staff review of an application, council holds a series of bylaw "readings".

Typically, prior to third reading, a "public hearing" is held, and is often a major event. The development consultant attends and presents the project in company with the architect.

Rezonings often attract community opposition. Preparing a plan for communications and consultation will be the responsibility of the development consultant, and may involve neighbourhood meetings and open houses, including displays, comment sheets, and brochures.

- **Development permit.** Most municipalities also require a development permit that includes specific conditions, and a significant level of detail on the drawings, including building elevations and site landscaping.
- **Development variances.** Typically, variances include reduction of parking requirements or changes to building height or setbacks;
- **Municipal engineering department approvals** for off-site work;
- **Building permit** prior to a construction start. The architect will apply for approval of a building permit to be issued by the municipality; and
- **Occupancy permit** on completion of the project.

3. BC HOUSING APPROVAL PROCESS

As the administrator of the major funding programs for most non-profit projects, BC Housing has an established framework of information requirements. It is the development consultant's responsibility to prepare submissions, and ensure the society's compliance with BC Housing's overall requirements.

Supporting non-profit projects requires the commitment of substantial public funding, either as grants or loans, or sometimes operating subsidies. As a Crown corporation, BC Housing's approval process has a number of requirements to meet the public interest that need to be met as a project evolves.

- Confirmation of the need for the project – it will be fully occupied by the intended client group;
- Consultant services, products, and construction are provided by way of a competitive process. Refer to BC Housing's Procurement Guidelines:
<https://www.bchousing.org/publications/Procurement-Guidelines-Non-Profit-Housing.pdf>
- Risk is identified and managed by appropriate mechanisms, including plan reviews and cost estimates;
- Funding is secured by mortgages, covenants, and/or operating agreements;
- The design meets certain requirements, including client needs, budget, BC Housing Design Guidelines, building performance, and energy requirements; and
- Operating budgets are viable.

At the time this guide was prepared, BC Housing initiates projects through RFPs that specify terms and conditions to be met. Non-profit societies then respond by providing submissions. At this initial stage, BC Housing requires limited detail, but the main steps include:

- **Issuance of an RFP.** The RFP will be open for a reasonable period to allow adequate time for submissions. There may be several different RFPs throughout a year. Development consultants typically prepare these submissions on behalf of a society.
- **Notice of Award.** Following evaluation of the submissions, BC Housing will select successful non-profit proponents and issue a Notice of Award.
- **Pre-Development Funding (PDF).** BC Housing will accept and approve applications for PDF, which are loans made available to societies to pay development consultants, along with other costs involved in advancing the project. PDF can be applied for on a staged basis.
- **Provisional Project Approval (PPA).** At this stage, the project concept and estimated capital and operating budgets are approved, and conditions necessary for Final Project Approval are specified. PDF funding will be committed.

- **Final Project Approval (FPA).** FPA is the final stage of approval that enables the project to proceed to construction. At this stage, the project will have received PPA and final capital costs are approved, and include a final construction cost obtained through a competitive procurement process. Municipal government approvals are in place, as are final land lease or ownership arrangements. A series of BC Housing documents need to be accepted/executed by the society, including operating agreements and covenants.
- **Construction Financing + Administration.** While BC Housing will have provided funding for costs up to FPA, following this approval and the start of construction, interim financing will be made available both for continuing soft costs and meeting the monthly construction costs. This support will be provided through the monthly claim process, prepared by the development consultant for approval by the society.
- **Mortgage Financing.** Upon completion of construction, BC Housing will facilitate a take-out mortgage with a third-party lender to obtain the best interest rate through a competitive bidding and selection process.

4. OTHER FUNDER/PARTNER APPROVAL PROCESSES

Many non-profit projects will have several partners, which carries implications for a development consultant's scope of work. These partnerships may require a variety of agreements, including Memorandums of Understanding (MoUs), shared funding agreements for capital costs, and shared operating agreements.

Partnership Examples

- **Municipal Governments.** Partnering with municipalities may include building on a municipally owned site that is then leased to the non-profit society. These leases are typically on a pre-paid, 60-year basis. Consideration and approval of such partnerships will involve a formal approval process by council. Municipal governments sometimes also include a civic facility within a project, such as a public library, fire hall, or municipal hall.
- **Federal Government.** After a long absence from direct funding, the federal government (through CMHC) is providing capital contributions to projects. There are two streams within the National Housing Co-Investment Fund – refer to <https://www.cmhc-schl.gc.ca/en/nhs/co-investment-fund>. These funds can have a positive and significant impact on project budgets, and make a difference on proposed rent levels.

The approval process with CMHC involves supplying significant amounts of information in support of the project, initially with the local office and then the head office in Ottawa. CMHC will also provide seed money for projects.

- **Foundations.** Various foundations may provide contributions to the capital cost of projects, and have specific requirements for submissions and approvals.
- **Development Consultant Takes Equity Share.** Some projects may be innovative, and involve co-locating a market and non-market project, with the latter benefitting from the former through a capital contribution. Such projects may not include BC Housing or CMHC's involvement. In these circumstances, a development consultant may be investing in the market project. Alternatively, this may be a variant of design-build, with the contractor performing the role of overall development consultant/project manager. The society is counselled to ensure a lawyer oversees the contracts for this work.

5. Redevelopment of Existing Housing Sites

Increasingly, a source of sites for new affordable housing is the redevelopment and densification of existing community housing. These sites can date from the 1950s, but more typically will have been developed in the late 1970s and after. These projects may have been developed at a density that is low relative to their current location as communities have developed around them, and may now provide an opportunity for higher density to be considered. These older social housing sites may have design or physical conditions issues, have their mortgages paid (or nearly paid) off, and operating agreements that have expired. These situations provide opportunity for redevelopment.

In working with a society on an existing site, the development consultant will need to recommend and coordinate a systematic site evaluation and strategy that will generally include the following main elements:

- Prioritizing the site - the site may be one of many owned and operated by a society, and evaluations should be undertaken to determine its priority for redevelopment.
- Review of all the relevant factors may determine the site's viability. These factors may include zoning, determining the need for and form of new housing (is it now different from the client group originally served?), the building's physical condition (Facility Condition Index - FCI), and determining how the potential site yield compares to the existing number of units.
- Preparing a tenant relocation strategy and budget to ensure tenants have alternative and affordable housing during redevelopment, and that strategy is part of the budget for the project.
- Preparing a tenant communications and consultation strategy, including open houses or small group meetings
- Ensuring tenant relocation occurs on schedule and in a timely manner.

6. Rural Considerations

Non-profit projects are being developed throughout the province in communities of all sizes. Communities in rural or remote locations can face special challenges, as outlined in this section.

CONFIRMING NEED + PROJECT VIABILITY

Confirming need is important in all communities, however, this can be especially difficult in small communities where need may be difficult to validate. A supportable project size may be quite small – perhaps 10 units or less – meaning per unit costs may be higher than in more urban settings.

AVAILABILITY + COSTS OF CONSULTANTS + CONTRACTORS

In many smaller rural communities, there may not be access to development consultants, design consultants, contractors, or tradespeople with the experience of working in rural settings and understanding their issues. There can also be higher costs for projects in rural communities because of travel time for consultants and certain development items.

MEETINGS

Meetings can be a challenge for a non-profit society and the development consultant, both in terms of the practicality of meeting face-to-face during early stages, and later attending meetings on-site during construction.

A major challenge during construction is the cost and time involved in travel. A site meeting in a large urban centre may involve two to three hours compared with travel in smaller communities that could take a full day. For some airports, winter conditions may cause delays or overnight stays, which may be necessary to attend evening meetings, such as public hearings.

In view of these challenges, the society may consider the following:

1. Ensure the development consultant is committed to travel and serve the society's location;
2. Ask the development consultant to identify and budget for a specific number of trips to ensure both parties are agreeable and surprise over later billings does not occur. BC Housing allows for special travel costs in its budgeting;
3. Consider working with other experienced non-profits in the region on housing studies and the operations of a project; or
4. Recognize that most building committee meetings can and will take place using phone or video conferencing, so ensure a good set-up from the outset.

SERVICING

Availability of adequate site servicing for a project may be an issue for a society and the development consultant. Many smaller communities have issues of water supply capacity for potable water and/or firefighting. Sewage treatment may also be a concern. These issues may involve extra consultant costs and, if there are requirements for system upgrades, may also impact the viability of the proposed project.

LOCAL GOVERNMENT STRUCTURE

Depending on community size and location, responsibilities for regulatory and servicing approvals will vary between regional districts and the local municipality. Water supply issues may need the input of the local health authority. Additional approvals may also be required from the Ministry of Transportation and Infrastructure (MOTI) because of proximity to provincial roads.

7. Identifying, Interviewing + Selecting Development Consultants

DETERMINING NEEDS + SCOPE OF WORK

This section outlines key factors to be considered when selecting a development consultant. The non-profit housing provider should review and be familiar with the competencies (technical knowledge, skills, and personal attributes) required by development consultants, as described in Section 3, with further elaboration in Appendix A.

As far as possible, the society should also have determined its needs, e.g., Does the society require a full range of services? Does the society know which procurement method it will use? For help with determining needs, the society should refer to the service matrix developed BC Housing as part of its *Development Consultant Services Contract* (See Section 8).

COMPETITIVE SELECTION PROCESS

A competitive process is the most reliable and transparent approach for selecting a development consultant. BCNPHA and BC Housing consider a robust, transparent, and fair competitive process to be "best practice".

There are two approaches to selecting a development consultant on a competitive basis. In either approach, the proponent responds with a document for review by the society's Board and staff. Both approaches provide a clear structure for decision-makers.

1. Expression of Interest (EOI) Followed by a Request for Proposals (RFP)

This is a two-stage approach. The society advertises an Expression of Interest (EOI) that is open to individuals and firms qualified to respond. The EOI requires limited information, and can be brief – two to four pages. The EOI should be open for a minimum of two weeks.

Following submissions, a shortlist of three to five proponents should be created. A formal RFP is then issued to proponents on the shortlist, and is usually open for a minimum of two weeks. The RFP should outline the scope of work, deliverables, timelines, and fee schedule. This approach may take longer for the society, but it can be more attractive to the proponents, who only invest significant effort after they have been shortlisted.

2. Request for Proposals (RFP)

This is a one stage approach. The society advertises for a full proposal, including fees, to allow all consultants who believe they are qualified to compete. The time given to bidders should be three to four weeks. This approach is beneficial in that it usually requires less time from the society's perspective, and helps compare "apples to apples".

Typically, the EOI or RFP will contain background information about the society, the project site (if known), the proposed project (if established), and the proposed procurement technique. These documents should be written in a manner that will ensure answers to the following:

FOR THE EOI

- Who will undertake the work? Will this vary during the planning, design, and construction periods?
- Does the individual/company have experience with the type of project being contemplated?
- How does the proponent demonstrate the technical knowledge, personal attributes, and skills required to undertake this project?

FOR THE RFP

If the society chooses to forego an EOI and go directly to RFP, answers to the following will also be needed:

- The expected major roles the consultant will perform for the society;
- The outline workplan proposed by the consultant – this should include a time schedule with key activities taking the project from start-up through to construction completion;
- The overall fees and how they were calculated. Hourly rates of individuals who will be involved in the project; and
- Three references to attest to the proponent's technical knowledge, skills, and personal attributes for the type of project outlined in the request.

Whichever approach is taken by the society, the proponents will respond with a document that describes their qualifications, proposed fees, timeframe, and references. The organization can then decide which consultant to contract with based on the information provided.

Figure 4: Competitive Selection Process



EVALUATING SUBMISSIONS, SERVICES + FEES

Whichever approach is selected, the organization must conduct an impartial evaluation (point-scoring basis) among proponents, including a set of criteria on which each proponent will be scored. A small panel comprising key staff and/or Board members will undertake the evaluation. It is very important for the integrity of the process that the evaluation matrix, including the weightings for each component, be included in the original RFP/EOI document so all proponents know how their submissions are being assessed.

Evaluating fees is a major part of reviewing competing submissions. Fees can be substantial for a project managed over a three-year period – BC Housing provides guidance on fee levels (See Appendix D). One of the challenges at the evaluation stage is to ensure that fee proposals are directly comparable relative to the services proposed. Additionally, the gross capital budget of the project (excluding land costs), which is the basis of BC Housing's percentage fee, may not be known (See Appendix D, Schedule B). Assuming a capital value is being included, or is for partial services at an early stage, there are two main ways of scoring fees:

- **Value for Money + Fee Level**

This approach considers the overall fee, but also accounts for the variations that will likely occur among the proponents in staffing levels, experience, and level of services proposed.

- **Lowest Fee Level**

This option allocates the highest points to the lowest fee submitted, such as 20 points for the lowest fee and then a percentage reduction of points for each other fee that is higher. For example, a fee that is 25% higher would receive 25% fewer points than the maximum available, i.e., 15 points.

"Value for money and fee level" is generally a better approach, as there will likely be variations in the services proposed. However, the "lowest fee level" provides a more straightforward evaluation.

Conducting the Interviews

Interviews should be conducted with the shortlisted proponents. Ideally, these interviews will be held in the community where the project is proposed to be developed. A small interviewing panel should be struck, which should comprise the same participants who evaluated the EOI/RFPs. Interviews should follow an agreed-upon standard format, such as:

- Introductions;
- Short presentation by the proponent – 15 to 20 minutes;
- Questions by the interview panel – standard questions, plus questions on the presentation if necessary –15 to 20 minutes; and
- Opportunity for questions by the proponent.

Interviews should be conducted in a comfortable environment, setting the stage for a productive exchange of information. The evaluation of the interview should consider:

- Quality of the presentation – was it clear, confident, and informative?
- How did the proponent answer the interviewers' questions – were responses clear and succinct?

SAMPLE QUESTIONS

1. Tell us about your previous experience and why you think it is relevant to this project?
2. Tell us how you measure in relation to the competencies required for development consultants. And, how do you keep current with the skills and knowledge competencies needed to serve your clients?
3. How will you resource this over three years – Who will work on it? What will their roles be? (If interviewing single person practitioners), what back up do you have when there are vacations or illness?
4. Can you clarify/confirm your role relative to the architect regarding the rezoning and development permit approvals required for this project?
5. Tell us about some of the project management techniques you (your firm) use.
6. What do you think the major risks will be with this project, and how would you propose to mitigate them?
7. How do you suggest change orders be minimized during construction?
8. What have you found are typical problems during construction, and how would you recommend they are dealt with?

Following the interview, the submissions by the proponents can be evaluated, and a recommendation made to the senior management team (Executive Director/CEO) or the Board of directors.

One of the interview panel members should be identified as a contact person to debrief unsuccessful proponents. All proponents have invested significant time in their submissions, and are entitled to know how they fared relative to others.

8. Contracting with a Development Consultant

BC HOUSING CONTRACT TEMPLATE, SERVICES MATRIX + FEE STRUCTURE

BC Housing has developed a template for the *Development Consultant Services Contract* (DCSC) for BC Housing funded projects. While this template will be amended from time to time, it provides a comprehensive baseline and covers most concerns that may arise when working with development consultants. The DCSC includes five schedules, which are included in Appendix D of this guide:

- Schedule A: Services Matrix
- Schedule B: Fee Schedule
- Schedule C: Reimbursable Expenses
- Schedule D: Conflict of Interest Guidelines for Development Consultants
- Schedule E: Definitions

The DCSC clarifies all important requirements of a project, and protects the interests of both parties. The contract will need to be used in conjunction with the Services Matrix, which is a detailed and technical view of the development consultant function. It is important for the society to understand this complex schedule in order to avoid disputes over the scope of services provided, and confusion regarding the line between development consultant functions and the role of the project architect.

BC Housing also provides a fee schedule to be used with the DCSC that reflects the services to be undertaken related to the Services Matrix.

Some societies may also want to use the contract for *non-BC* Housing funded projects. BC Housing has produced a short guide “Frequently Asked Questions, Supplementary General Conditions to a Standard Form of Contract”, which provides a vehicle for modifying the General Conditions, and enables a society to reflect specific project, client, and consultant needs. It is recommended that a society secure legal counsel to assist with the wording of the Supplementary General Conditions (SGCs), and properly incorporating them into the contract documents. This guide accompanies the BC Housing schedules contained in Appendix D.

During initial scoping of a project, there can be uncertainty about its future – its scale, viability, whether it will proceed and how. Often there is a need to apply for seed funding from one of various sources in order to pay for early work. The society should always require a letter of agreement with the development consultant to cover these early services. The letter can be quite simple, but should make clear that the commitment to funding the consultant’s services will be dependent upon agreement to a full contract and services, and the project receiving the necessary approvals from the relevant funding agencies.

Some major items that will impact the DCSC and Services Matrix include:

- Does the site need to be rezoned? Are there any other significant municipal requirements, particularly concerning community information or engagement?
- Which construction procurement method is likely to be used?
- Is the project program-based, or is it a social enterprise project that will involve partnerships with the private sector or others?

The formal contract covers the following major items:

- Named consultant – if the selected proponent is a partnership between two companies, one must take the lead and be accountable to the society;
- The type of project, if this is known (e.g., project to be developed through a BC Housing program or not, and anticipated procurement method);
- The services (“scope of work”) to be provided by the development consultant with defined deliverables and timelines;
- Liability insurance and WorkSafe BC requirements;
- Duration of the contract and stages;
- A requirement for regular reporting by the development consultant to the society;
- Arrangements for changes in scope of service;
- Proposed fees, manner of disbursement (e.g., monthly in arrears) and expected disbursements by stage;
- Arrangements for fee changes if the scope of work changes; and
- The inclusion of a “termination clause”. Termination may occur for a number of reasons. The project may fail to obtain various approvals or not prove viable. Also, the consultant may not be able to perform the scope of work as set out in the contract with the society.

PAYMENT FOR SERVICES

Payment for services will usually be undertaken on a monthly basis, with the development consultant submitting invoices at the end of each month for that month’s work. The amounts to be invoiced will depend on the details of the contract but, for example, may be a standard monthly amount relative to a stage of the work. The DCSC requires that invoices should identify which services have been delivered and the status of the phases in sufficient detail for the client to understand the consultant services provided. The invoices should include expenses incurred along with receipts without mark-up. The invoiced amounts will be included in the claims made monthly to BC Housing with other monthly expenses.

SPECIAL ISSUES

A number of special issues may arise, primarily during construction, that require unanticipated or especially demanding work. Two, in particular, are:

1. **Removal of hazardous materials and/or remediation of a contaminated site.** Overseeing this work involves securing a hazmat consultant report. Contracting for removal or remediation is sometimes complex, and should be undertaken ahead of construction. The scope of this work will not be known until an assessment has been undertaken. Although this work will be overseen by a specialist consultant, the development consultant will be responsible for engaging the consultant on behalf of the society, and ensuring the completion of reports. This process can be quite time consuming, and may merit changes to the existing contract or, if this is fully known, it is shown in the fees at the outset.
2. **Insurance Claims.** During construction, projects will be covered by construction and liability insurance. Occasionally, an insurance claim may be made. For example, fire, vandalism, or theft may damage the building. Overseeing the claim process and remedial work can vary significantly in scale and time by the development consultant, and would be invoiced as extra fees at their hourly rates. This time may not be fully recoverable through the claims process.

9. Working with Development Consultants

PROJECT CHARTER + GOVERNANCE STRUCTURE

Depending on complexity, scale, and approvals associated with the project, a development consultant may work with a society for three years or more.

Following the award of a contract, it is important to ensure a structure for working with the consultant, and properly managing the process of developing the project. An established tool for providing a project framework is a project charter. Preparing a project charter involves setting out a system for reporting and decision-making, typically called a governance structure. The charter may initially be elemental but, as the project becomes clearer, can be amended, especially at the start of construction. The charter should be prepared by the development consultant for the society's approval.

Many societies already have a governance structure in place that can be used for a new project, but a review should occur with the development consultant to ensure the structure works for the project.

Project Charter

A project charter sets out a shared understanding of the project and, typically, how the various parties will work together.

The following are elements to be included in a charter:

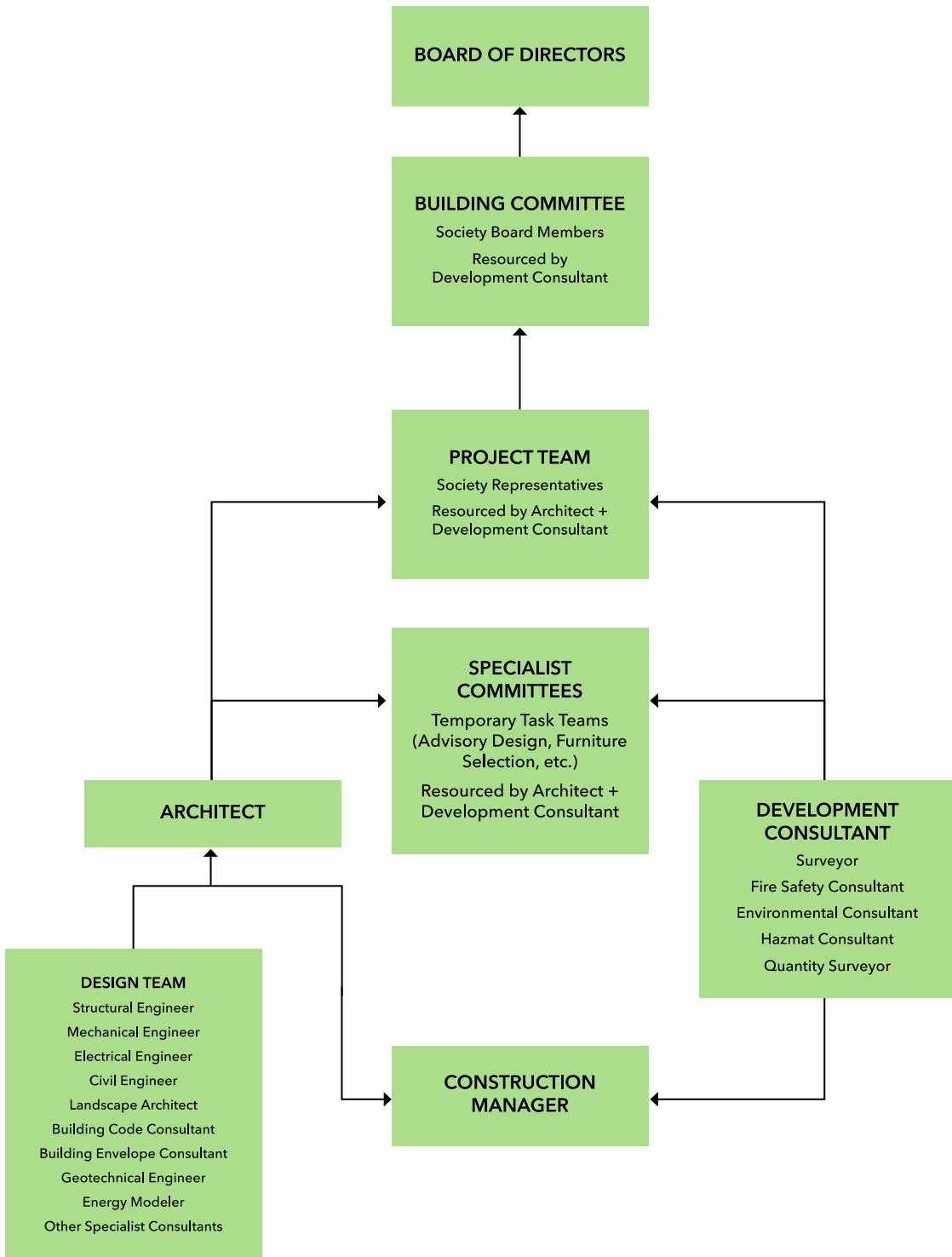
- Project scope – a summary description of the proposed project;
- Project goals and objectives;
- Order-of-magnitude capital budget and anticipated funding sources;
- Governance structure – committees and roles;
- Communications – the spokesperson for the media;
- Outline schedule; and
- A risk register listing potential risks, impacts, and mitigation measures.

Governance Structure

A governance structure outlines how a society is involved, informed, and makes decisions on the project (Figure 5 shows a sample governance structure). Some large, long-standing societies may have other committees involved in decision-making, such as a finance committee or a specially struck fundraising committee.

The project charter should set out the roles and responsibilities of each committee and its membership. Within the governance structure it is important to determine where decisions get made – for example, solely at the Board level, or are some decisions delegated to a building or project committee.

Figure 5: Sample Governance Structure



BOARD OF DIRECTORS

The Board of Directors has the ultimate responsibility for governing the society. The governance structure will identify responsibilities and reporting to the Board. The development consultant will identify and explain the significant decisions that need to be made by the Board, such as awarding contracts, approving resolutions to take on financing requirements, or equity commitments that may be made.

BUILDING COMMITTEE

Typically, a society establishes a “building committee”, which has a mandate for oversight of the project and reporting to the Board. The committee meets regularly with the development consultant, architect, and society staff. The committee may only comprise Board members, or include the Executive Director. It may be an existing committee to which responsibility for the project is added, or an entirely new committee. The Board may have delegated responsibility to the committee in a number of areas – for example, in approving change orders during construction. The committee may be resourced by the development consultant or a society’s staff.

PROJECT TEAM

Some projects have a small project team or committee comprising the development consultant, architect, and a representative(s) of the society – the Executive Director and/or another staff member, and/or Board member(s). This group meets regularly, and is the forum for most information exchanges, making less significant decisions, or advances recommendations to another committee or the Board. The development consultant and architect provide information and make recommendations to the project team.

DESIGN TEAM

Typically, the design consultants will form a team under the direction of the architect, and meet as required as the project evolves. Depending on the complexity of the project, the development consultant may attend some of these meetings.

Development Consultant Role within the Governance Structure

The development consultant will be responsible for working within the governance structure when providing advice and acting as the owner’s representative. Typically, this involves providing:

- Agendas and minutes to building or project committee meetings;
- Recommendations as part of reports for key areas of decision-making;
- Regular presentations and written status reports, including budget updates;
- Reports with recommendations on key sign-off requirements; and
- Reports and recommendations on issues that may arise.

SCHEDULE

The development consultant prepares a project schedule for review with the society. This schedule will identify the major activities to be undertaken as the project moves through the entire planning, design, and construction process. Typically, the project schedule will be broken into key stages. Owing to the nature of housing development, especially in relation to municipal approvals, there are a number of uncertainties, so it is likely the original schedule will be amended during the project.

MONTHLY STATUS REPORTS

The consultant prepares monthly status reports for whichever of the society's committees have oversight. These reports need not be lengthy, but will summarize major activities undertaken during the previous month (e.g., status of municipal approvals, stage of design completion, status of change orders during construction), and indicate progress relative to the project schedule.

PROGRESS CLAIMS (FOR BC HOUSING PROJECTS)

Once a budget has been established, it will be incorporated into a "progress claim" template that BC Housing has developed. The claim is prepared monthly by the development consultant. It is extremely important that the society is regularly updated on the costs incurred relative to the project.

10. Glossary

- **Building Permit.** A permit to regulate the construction of buildings. This review process assures proposed construction will not endanger the health, safety, or general welfare of the public. An application will be reviewed relative to the *BC Building Code*, subdivision and development servicing bylaws, and zoning bylaws.
- **Capital Budget.** An estimate of the costs for the construction, acquisition, or maintenance of a project. Capital budgets will vary in detail depending on the stage of a project's design, and will typically include land cost or land value if the land is being provided at no cost. All costs will be broken out in a series of "line items". Capital contributions or "equity" and their sources will typically be identified, and these contributions are shown to reduce the cost of the project and the amount that will be amortized to ensure affordability.

Shorthand terms used for two broad categories of a capital budgets:

- **Hard Costs.** Expenditures related to the physical construction of the project, including the costs of all materials, labour, and site servicing.
- **Soft Costs.** Expenditures related to the services and fees required to construct a project, including consultants (such as engineers, surveyor, architect), development application fees, marketing and sales, financial services (i.e., interest during construction), insurance, any development cost charges, amenity contributions, or other charges levied by regulatory bodies.
- **Cost estimates.** These estimates are typically categorized A to D, depending on the stage of a project's design. A *Class D* estimate would be used early on in the design stage when there are no fully developed design details or project scope. A *Class A* estimate is expected to be more accurate and detailed when drawings and specifications are mainly complete.
- **Development Permit (DP).** A permit approved by a municipal council (or delegated authority) specifying how development is to occur on a given parcel of land within a defined Development Permit Area.
- **Development Permit Area (DPA).** Areas designated by a local government that warrant special protection or development control. Development permit areas are an implementation tool for achieving OCP outcomes through supporting its goals, objectives, and policies. Development permit guidelines, contained in an OCP or zoning bylaw, will outline how development proposed in the area should address the special conditions or objectives.
- **Development Variance Permit (DVP).** A project and site-specific exception to a bylaw regulation. Under a DVP, any zoning bylaw regulation can be varied, except land use, density, or floodplain regulations. DVPs are subject to full council discretion.

- **Equity.** In this report, equity refers to the cash contribution to the capital cost of a project. It may come from a private donor, a government, or the non-profit society. There may also be a number of contributions in one project. This equity reduces the amount to be financed through a long-term mortgage, which is supported by monthly mortgage payments. Reducing the amount of mortgage payments lowers the total operating costs that need to be paid by rents, thereby enabling lower, more affordable rents.
- **Facility Condition Index (FCI).** A measure of a building's physical condition, and the costs involved in replacing, repairing, or undertaking maintenance of the structure. The process of undertaking this work is called a "Facility Condition Assessment" (FCA).
- **Final Project Approval (FPA):** This is the final stage of approvals by BC Housing when the capital budget and construction budget are approved. There will be a fixed price in place for construction and all equity will be confirmed.
- **Interim Financing.** A short-term loan used to cover immediate obligations prior to securing long-term financing for a project.
- **Long-Term/"Take Out" Financing.** A mortgage loan used to extract or utilize equity from real estate for another purpose.
- **Occupancy Permit.** A permit issued prior to allowing the occupation of any commercial or multi-unit residential building.
- **Operating Budget.** A budget (typically expressed monthly and annually) for all revenues and expenses associated with the operations of a project following construction. Revenues are typically from rents, but may include ongoing operating subsidies, depending on the program.
- **Order-of-Magnitude (OOM) Cost Estimate.** An estimate early in a project's life cycle to determine high level costs and effort required to complete a project, typically within ±50% of a project's cost.
- **Official Community Plan (OCP).** A long-term vision for a community with respect to land use, community facilities, and infrastructure. It is a statement of objectives and policies to guide decisions on land use management, within the area covered by the plan, respecting the purposes of local government.
- **Pre-development Funding (PDF).** Loans offered through the *Pre-development Loan Fund* program to provide low-cost capital to non-profit organizations, during the financially challenging early stages of projects, before permits and approvals are in place. This funding is available to support the development of affordable rental, affordable home ownership, and community-owned spaces. PDF is also often described as "Project Development Funding" or "Preliminary Development Funding".
- **Procurement techniques.** Referring to the way projects are constructed by the private sector, these techniques are: Construction Management at Risk, Construction Management as Agent, Design-Bid-Build, and Design-Build. These techniques are explained in Section 4 and Appendix B.

- **Pro forma.** A pro forma represents an estimate based on set of informed and clearly defined assumptions during the project's planning stages. For affordable rental housing, a pro forma will typically bring together major elements that allow a projection of the project's viability relative to meeting client group needs (rent levels) and those of the program under which it is being constructed. A pro forma will include the overall capital cost, revenues from rents and/or other sources, operating costs, the amount of equity required, the amount of capital costs to be mortgaged, and the interest rate and amortization period.
- **Provincial Rental Housing Corporation (PRHC).** The corporation, administered by BC Housing, that holds property for social and other low-cost housing in BC.
- **Provisional Project Approval (PPA).** Provisional project approval is granted when a proposed housing concept, the operating budget, and capital budget meet BC Housing criteria.
- **Public Hearing.** A formal meeting for receiving testimony from the public on an issue, or proposed government action (primarily before adopting bylaws related to zoning, or an Official Community Plan). Public hearings are an essential part of assuring due process in decision-making, and have a wide range of specific regulations and requirements.
- **Quantity Surveyor (QS)/Cost Estimator.** A construction industry professional with expert knowledge on construction costs and contracts, who estimates the cost of materials and construction for a project.
- **Rent Roll.** A register of rental income derived from a rental project. A rent roll represents only the gross rental income for a property, and does not include any expenditures. Income derived from the rent roll is used to determine the revenues used in the operating budget.
- **Rezoning.** The process of amending a zoning bylaw to apply a new zone to a defined lot or area.
- **Seed/"Start-up" Funding.** Interest free or non-repayable financial contributions to help with the costs related to pre-development activities.
- **"Turn-key" Project.** A development where a private developer undertakes all activities necessary to produce a project, potentially including land purchases, permits, plan, and construction, and sells the finished move-in-ready project to a housing authority.
- **Value Engineering.** The process by which a design is varied so that its cost is consistent with a budget estimate or tendered price.
- **Zoning.** A regulatory tool used to control land use outcomes, primarily the use of land, the intensity of use (or density), the height and bulk of buildings, and the size of lots. Zoning regulations are contained within a zoning bylaw, which is the primary implementation tool of an Official Community Plan.

Appendix A: Core Competencies

A development consultant understands the background, and possesses knowledge and experience of the following:

TECHNICAL KNOWLEDGE

1. Affordable + Non-Profit Housing Program

AFFORDABLE + NON-PROFIT HOUSING PROGRAMS

- Affordable and non-profit housing programs in BC and Canada, including client groups, funding contributions, application and approval procedures, and capital and operating agreements between funding agencies and recipients.
- Municipal assistance to the non-profit sector: programs and policies.
- The non-profit housing sector in BC, BCNPHA, and the Cooperative Housing Federation of British Columbia.

CONFIRMING NEEDS + DESIGNING FOR INTENDED RESIDENTS

- Affordable and non-profit housing data requirements and sources, and/or can access expertise in the field.
- The life challenges and issues faced by the intended residents of an affordable and non-profit housing project, as well as specific design requirements.

WORKING WITH NON-PROFIT SOCIETIES

- Working with non-profit Boards in the housing field, and
 - Legislation governing non-profit societies in BC.
 - Role and purpose of the non-profit society's constitution and bylaws.
 - Role and purpose of the non-profit society's policies and procedures.
 - Common models of non-profit Board governance (e.g., Policy Board, Management Board).
- To identify and assess risk related to non-profit Board governance and capacity.

2. The Project Management Approach

ACTING AS THE OWNER'S REPRESENTATIVE

- Developing a clear understanding regarding the scope (limits) of the role with the client (non-profit housing society).
- Understanding the client's organization and its goals for the project.
- Taking a proactive role in representing the owner's interests.

PROJECT MANAGEMENT TOOLS

- The size and complexity of the project.
- Reporting and claims requirements of funders.
- Risk analysis and mitigation strategies that address the complexity of the project being developed, including factors to be considered at each phase:
 - Pre-development risk (e.g., environmental, approval, political, market, title, land);
 - Contract risk (e.g., land acquisition, construction, financial, insurance);
 - Construction risk (e.g., time delays, cost variations); and
 - Post-construction (e.g., timing/changes in demand, leases).

SCENARIO/OPTION DEVELOPMENT

- Scenario/option development for the complexity of the project, including consideration of:
 - Land and building (unit size, unit mix, construction form).
 - Programming (support services, programs).
 - Soft costs and financing costs (mortgage interest, construction interest).
 - Operating costs (building, staff, programming).

3. Project Funding + Financial Administration

CAPITAL BUDGETING + MAINTENANCE

- Development of capital budgets and their components for the complexity of the project being developed, including those with multiple funding partners and/or non-traditional financing.
- Evolving nature of the capital budget, and level of detail required at each stage of the approval process.
- Requirements of interim and mortgage financing and required documentation.
- Resources and expertise to provide further information/advice about securing grants and donations.

3. Project Funding + Financial Administration

INSURANCE + ITS PROCUREMENT

- Types of insurance required for the complexity of the project being developed, such as:
 - Course of construction insurance.
 - Errors and omissions insurance.
 - Property insurance.
- WorkSafe BC.

FINANCIAL RECORD KEEPING + CLAIM FORMS

- Financial and project management, including:
 - Claims' processing.
 - Reporting requirements of funders.
 - Payment of contractors and consultants.
 - GST/HST rebates.
 - Holdbacks.
 - Liens.
 - Financial record keeping requirements.

4. Consultant Coordination

DETERMINING/MANAGING TEAMS + SCOPES OF WORK

- Identifying consultant requirements; coordinating hiring and supervision, including:
 - Developing Requests for Proposals (RFPs).
 - Developing assessment criteria.
 - Assessing proposals against criteria.
 - Candidate interviews.
 - Candidate requirements (i.e., insurance).
- Supervision of:
 - Progress/timelines.
 - Quality of work.
 - Progress billings.
 - Contract types, scopes, and changes.
 - Follow-up commitments.
 - Fee knowledge and approvals.

5. Land Acquisition

SITE ACQUISITION FROM GOVERNMENT + THE PRIVATE SECTOR

- Land negotiations.
- Identifying and assessing risk as it relates to site selection and land acquisition.
- Government and agencies that provide land for affordable and non-profit housing, and related agreement, including leases, covenants, and/or purchase arrangements.
- Legislation governing the purchase and sale of land in British Columbia (Agreement for Purchase and Sale).
- Site selection, including consideration of:
 - Cost/market value/appraised value.
 - Site survey.
 - Site subdivision/consolidation.
 - Title status (e.g., charges on title).
 - Location (e.g., suitability for client group, proximity to services and amenities).
 - Physical characteristics (e.g., slope).
 - Servicing (hydro, water, sewer).
 - Geotechnical/environmental characteristics.
 - Hazardous materials contamination.
 - Neighbourhood fit.
 - Property taxes.
 - Zoning/easements/statutory right-of-ways.
 - Land stratas.
 - Density bonuses for social amenities.
 - Servicing agreements.
 - Parking and traffic requirements.
 - Building bylaws (in addition to the BC Building Code).
- Resources and legal expertise to provide further advice as required.

6. Design + Cost Control

DESIGN + CAPITAL COST

- Linkages between project design and:
 - Capital budget.
 - Project approval.
 - Project financing.
 - Life cycle costing.
 - Maintenance costs.
 - Energy efficiency.
 - Construction types and materials.
 - Furniture, Fixtures and Equipment.

7. Municipal, Regional + Provincial Approvals

APPROVAL PROCESSES, ROLES + RESPONSIBILITIES

- The legislative and planning framework within the community in which the project will be located, e.g.: Local Government Act, Community Charter, Vancouver Charter, Official Community Plan, zoning bylaws, and neighbourhood plans.
- The housing objectives and priorities of the local government, e.g.: intended client groups and neighbourhoods.
- Approvals and permits required for the project under development, e.g.: development permits, demolition permits, building permits, and occupancy permits.
- Application processes for municipal approvals and permits, e.g.: timelines for applications, documentation requirements, application procedures, and fees.
- Coordinating municipal approval processes, e.g.: decision-making criteria and processes (e.g., Board of Variance, Advisory Design Panel), key staff (e.g., approving officers) and other decision-makers (e.g., elected officials).
- Presentations to municipal councils and committees, and public hearings.
- Identification and assessment of risk and opportunities in obtaining municipal approvals.

8. Operations Planning

SUPPORT SERVICES PLANNING, STAFFING + BUDGETING

- Support services planning for the project's intended residents.
- Service plan development, including requirements for: staffing, equipment, design/space requirements, security requirements (e.g. video surveillance, security staff), and budget.
- Staffing processes, including in-house vs. contract staffing, hiring processes, start-up phasing, policies and procedures/manuals, orientation and training, and assisting with multi-party negotiations to achieve partnerships and services agreements.
- Identification and assessment of risk related service planning and staffing.
- Resources and expertise for further advice regarding the development of service plans and staffing.

8. Operations Planning

SERVICE AGREEMENTS + CONTRACTS

- Contract law in British Columbia.
- Development of service provider contracts and fees in order to assess value for money.
- Identification and assessment of risk as it relates to service provider agreements/contracts and the development of the project.
- Resources and legal expertise that can provide further advice regarding service provider agreements/contracts.

FINANCIAL MANAGEMENT + REPORTING

- Systems for ongoing financial management and reporting, including financial management tools, policy frameworks/manuals, and procedural frameworks/manuals.
- Identification and assessment of risk as it relates to financial management and reporting.

MAINTENANCE + SUSTAINABILITY INITIATIVES

- Ongoing building and property maintenance, including:
 - Warranty policies and procedures (e.g. coverage, timeframes, processes);
 - One-year warranty inspection;
 - Society policies and procedures;
 - Maintenance manuals and schedules;
 - Service contracts; and
 - Tenant issues/complaints
- Sustainable initiatives for ongoing building and property management, with the objective of reducing costs to the society, including energy use, waste, and water use management.
- Identification and assessment of risk and opportunities as they relate to building, property maintenance, and sustainability initiatives.

9. Procuring Contractors

PROCUREMENT PROCESS

- BC Housing and the Province's requirements for competitive tendering of consultants, contractors, services and goods, including those relating to the Trade, Investment and Labour Mobility Agreement (TILMA) or Treasury Board.
- Processes for competitive selection, including evaluation criteria.
- Resources and expertise for further advice regarding contracts and contractor selection.
- Current market conditions as they apply to contractor fees, schedules, and construction costs.

10. Construction Contract Administration

CONSTRUCTION CONTRACT ADMINISTRATION PROCESSES

- The roles of design professionals, contractors and other parties, and proper coordination among those involved during the construction progress.
- Use of appropriate contracts and supplementary general conditions (if applicable).
- Major stages and components of the construction process, including:
 - Project start-up;
 - Changes to the contract;
 - Completion (e.g. substantial completion, occupancy permit, project documentation);
 - Deficiencies and holdbacks;
 - Systems commissioning (with consideration of the one-year inspection);
 - Furniture, fixtures and equipment (planning and procurement); and
 - Post construction relations and one-year warranty inspection.
- Working effectively with contractors to ensure contract expectations/deliverables are met, e.g., through site inspections, draw meetings, and progress meetings.
- Reading site plans, design and working drawings and contract documents, including interpreting and integrating individual plans and drawings to understand building systems;
- The systems required to monitor performance of contractors, including:
Progress/Timelines;
 - Quality of work;
 - Progress billings;
 - Change orders;
 - Site instructions;

10. Construction Contract Administration

CONSTRUCTION CONTRACT ADMINISTRATION PROCESSES

- Holdbacks;
- Releases; and
- Follow-up on commitments.
- Requirements and expectations of funding agencies during construction, e.g., reports, monthly claims, meetings, quantity surveys, signage, and communications.
- Identification and assessment of risk as it relates to construction contract administration and the project under development.

PRACTICAL SKILLS

1. Management + Organizational

- Handle management + organization of people, events + work.

2. Analytical

- Analyze information, subject, or situations.

3. Facilitation

- Help groups of individuals learn or work together.

4. Communication (Verbal + Written)

- Verbally communicate in a group/public setting and write in a clear + effective manner.

5. Negotiation + Conflict Resolution

- Secure agreement among multiple parties with a variety of interests where conflict exists.

6. Problem Solving

- Understand + develop approaches to dealing with issues that emerge.

7. Time Management

- Prioritize + use time effectively.

8. Relationship

- Develop + maintain effective relationships.

ATTRIBUTES

1. Client Focus

- Recognizes the client's interests at all project stages.

2. Accountability

- Accepts responsibility for role + performance.

3. Leadership + Initiative

- Demonstrates+ recommends actions to achieve a successful project.

4. Vision + Strategic Thinking

- Sees the desired outcomes + know what it will take to achieve them.

5. Resilience + Determination

- Handles setbacks, opposition + uncertainty.

6. Cooperation

- Works with + secures the cooperation of a wide range of individuals, agencies + groups whose support, approval +/or input are required for a successful project.

7. Self-Assessment

- Recognizes professional + personal limitations + their potential impacts on a project.

Appendix B: Construction Procurement Methods

CONSTRUCTION MANAGEMENT AS AGENT	CONSTRUCTION MANAGEMENT AT RISK	DESIGN BID BUILD	DESIGN BUILD
How does this method work?			
<ul style="list-style-type: none"> • RFP early in project to secure the CM. Competitive rate for pre-construction advice and % for managing contract services. • CM advises the society during design stage before construction (constructability, scheduling, budgeting, cost estimates). • CM tenders to individual trades and administers separate contracts, but does not take responsibility for the overall price. • Contract form CCDC¹ 5A with BC Housing SGCs². 	<ul style="list-style-type: none"> • RFP early in project to secure the CM. Competitive fee for pre-construction advice and % for managing contract services. • CM advises the society before construction (constructability, scheduling, budgeting, cost estimates). • CM tenders to trades. • Before construction begins, CM becomes General Contractor; CM enters into a "stipulated price contract" with the society; contract form CCDC 5B with BC Housing SGCs. 	<ul style="list-style-type: none"> • General Contractor is selected through public tender after drawings and specifications are complete. • GC enters into a "fixed price", or "stipulated price" contract with the society. • Contract form CCDC 2 with BC Housing SGCs. 	<ul style="list-style-type: none"> • Developer is contracted to deliver design drawings, usually municipal approvals, may also supply the land, and build the project at an agreed fixed price. • Contract form CCDC 14 with BC Housing SGCs

¹ Canadian Construction Documents Committee

² Supplementary General Conditions

What are the main roles of the society?			
<ul style="list-style-type: none"> • Approval of budget estimates. • Approval of consolidated tender prices. • Approval of change orders during construction. 	<ul style="list-style-type: none"> • Approval of budget estimates. • Approval of contract with Construction Manager. • Approval of change orders during construction. 	<ul style="list-style-type: none"> • Approval of budget estimates. • Approval of selected builder. 	<ul style="list-style-type: none"> • Approval of statement of requirements. • Considers and selects submission or negotiated sole source project. • Approves change orders during construction.

CONSTRUCTION MANAGEMENT AS AGENT	CONSTRUCTION MANAGEMENT AT RISK	DESIGN BID BUILD	DESIGN BUILD
Who is responsible for control of the budget?			
• Development Consultant.	• Development Consultant.	• Development Consultant.	• Main budget: Developer. • Residual budget: Development Consultant.
Is this a common procurement method for non-market housing in BC?			
• Not common for projects.	• Yes, and been used more frequently in recent years.	• Yes.	• Yes.
When should this method be considered?			
• Usually for complex renovation projects.	• “Tight market”, where there is more demand than supply for labour and materials. • Complex projects and renovations.	• Market where there is balance between demand and supply in terms of labour and material costs.	• When a society has called an RFP, or an initiative brought forward by a developer, or for another benefit – particular expertise or experience.
What are the main roles of the architect?			
• Working for the society. • Prepares the complete building design, including concepts, schematic, construction drawings, detailed schedules, technical specifications, and contract packages. • Coordinates Design Team during construction. • Ensures quality and performance relative to drawings.	• Working for the society. • Prepares the complete building design, including concepts, schematic, construction drawings, detailed schedules, technical specifications, and contract packages. • Administers construction contract. • Coordinates Design Team during construction. • Ensures quality and performance relative to drawings	• Working for the society. • Prepares the complete building design, including concepts, schematic, construction drawings, detailed schedules, technical specifications, and contract packages. • Administers construction contract. • Coordinates Design Team during construction. • Ensures quality and performance relative to drawings.	• Working for the developer the architect and Design Team prepares the complete building design, including concepts, schematic, construction drawings, detailed schedules, technical specifications, and contract packages. • Coordinates Design Team during construction. • Ensures quality and performance relative to drawings.

CONSTRUCTION MANAGEMENT AS AGENT	CONSTRUCTION MANAGEMENT AT RISK	DESIGN BID BUILD	DESIGN BUILD
What are the main roles of development consultants?			
<ul style="list-style-type: none"> • Responsible for overall coordination. • Manages competitive selection process for Design Team. • Coordinates required approvals (BC Housing, municipality). • Manages and advises on competitive selection process for Construction Manager (CM). • Prepares contract between society and CM. • Monitors and ensures performance of CM. • Reviews tenders with the architect and CM; reviews trade bids, prepares reports/ recommendations for the Board on bid results and awards. • During construction, monitors status and represents the society. • During construction, maintains budget, processes claims, with the architect and CM reviews and recommends contract change requests. 	<ul style="list-style-type: none"> • Responsible for overall coordination. • Manages competitive selection process for Design Team. • Coordinates required approvals (BC Housing, municipality). • Manages and advises on competitive selection process for Construction Manager (CM). • Prepares contract between society and CM. • Monitors and ensures performance of CM. • Reviews tenders with the architect and CM; reviews trade bids, prepares reports/ recommendations for the Board on bid results and award of fixed price contract with CM. • During construction, monitors status and represents the society. • During construction, maintains budget, processes claims, with the architect recommends contract change requests from CM. 	<ul style="list-style-type: none"> • Responsible for overall coordination. • Manages competitive selection process for Design Team. • Coordinates required approvals (BC Housing, municipality). • With the architect, coordinates public tender process, evaluation, recommendation to the society and contract award. • During construction, monitors status and represents the society. • Maintains budget, processes claims, with architect recommends contract change requests from CM, prepares reports to the Board. 	<ul style="list-style-type: none"> • Prepares Statement of Requirements, including key items, such as number of units, unit mix, client general design requirements. • Prepares and coordinates the RFP for a developer, advertising, and selection process. • If the Design Build project is an initiative brought forward by the developer, takes the lead role in the negotiations for a contractor, with support from the cost estimator and appraiser for pricing. • Reviews the drawings and specifications to ensure they meet the owner's requirements. • During construction, maintains budget, processes monthly claims (which may or may not include design builder claims) makes recommendations to the society where contract changes are requested.

Appendix C: EOI + RFP Examples

SAMPLE 1

EXPRESSION OF INTEREST

[NAME OF PROJECT], [NAME OF SOCIETY] [LOCATION], BC

1. Invitation to Development Consultants

The _____ of _____ requires a Development Consultant to assist the society in planning and developing a new housing project intended for _____ to be located at _____. The details have not been developed for this project, but the project is expected to be in the realm of _____ units and have an approximate capital cost of _____. The project will need a rezoning. (Details to be included here depending upon project status).

The Society will be applying for funding from BC Housing to assist in the development of this project, including initially seeking Preliminary Development Funding (alternatively, this introduction can explain the anticipated method of developing this project - e.g., on response to a proposal call by BC Housing, or as a “social enterprise” project). Expressions of Interest are invited from Development Consultants experienced in non-profit housing serving the [INSERT GEOGRAPHICAL AREA AND AREA OF SPECIALIZATION].

The vision of the Society is [INSERT VISION OF SOCIETY AND A BRIEF BACKGROUND OF THE PROJECT].

2. Role

The Development Consultant will manage this project on behalf of the Society and act as the “Owners Representative”. This will be from the development of the concept through to the completion of construction. The consultant will represent the Society through all approvals and negotiations, coordinate the selection process of all consultants and manage the financial records for the project. The consultant will report to a “building committee” comprising [INSERT PARTICULARS].

3. Consultant Selection Process

A two-step approach is being used to select the Development Consultant. Following receipt and evaluation of the Expressions of Interest, a shortlist of between three and five proponents will be selected and asked to participate in a Request for Proposal (RFP) and interview process. One firm will be selected based on the evaluation of their proposal and interview.

4. Content of EOI Submission

The submissions should contain the following information:

1. Contact Person;
2. Company or Partnership (if relevant) that is submitting the proposal;
3. Company's or Partnership's profile and experience;
4. Demonstration of the Company's or Partnership's experience (If there is a Partnership, the roles of the partners must be explained);
5. Personnel proposed to undertake this work, and a summary of their qualifications, experience and role;
6. Summary (one page maximum) on the key considerations the proponent believes are important for the Society to consider in the planning, design and approvals for this project;
7. Short summary of the key considerations involved in the planning and design of a non-profit housing development; and
8. References — three who can attest to the proponent's competencies relative to this project. A structured evaluation of the Expressions of Interest will be based on the information supplied.

5. Submission Evaluation

ITEM	TOPIC	POINTS
1	Clarity and quality of proposal	10
2	Company profile and experience	30
3	Qualifications, related experience, role of key personnel	30
4	Summary on "key considerations"	20
5	References	10
TOTAL		100

6. Delivery of Submissions, Requirements & Closing Time

Submissions will only be accepted if not more than two (2) letter-sized sheets (double sided, four pages in total). Submissions will be received until 4:30 pm (local time), [INSERT DATE].

Submissions may be made to [INSERT NAME] at:

Mailing Address _____

(or) E-mail _____

Inquiries must be in writing and directed to [INSERT NAME] by e-mail at [INSERT EMAIL ADDRESS] no later than [INSERT DATE] (one week before closing of EOI).

SAMPLE 2

REQUEST FOR PROPOSAL

[NAME OF PROJECT], [NAME OF SOCIETY] [LOCATION], BC

1. Request for a Proposal

Following the submission of your Expression of Interest, you have been selected to submit a detailed proposal for undertaking the role of Development Consultant to assist our Society in planning and developing a new housing project Intended for _____ located at _____.

The details have not been developed for this project, but it is expected to be approximately ___ units and have an approximate capital cost of _____.
The project will require a rezoning. [INSERT A FULL DESCRIPTION OF THE PROJECT DETAILS].

2. Deadline for Inquiries

All inquiries related to this Request for Proposal are to be submitted in writing on or before [INSERT DATE] to [INSERT NAME, TITLE] at e-mail [INSERT EMAIL ADDRESS].

3. Response to Inquiries

Responses will be recorded and distributed to all Proponents who have received a copy of this RFP on or before [INSERT DATE].

4. Delivery of Submissions

Proposals may be submitted electronically by e-mail, clearly indicating the Project Name in the subject line, to: [INSERT NAME, TITLE] at e-mail [INSERT EMAIL ADDRESS].

If submissions are made by courier/mail, the envelope should be clearly marked with the name and address of the Proponent and the full Project Name.

5. Closing Time

2:00 PM Local Time, [INSERT DATE].

Late proposal submissions will not be accepted and will be returned to the Proponent.

6. Interviews

Shortlisted proponents may be interviewed. Interviews are anticipated to be held during the week of [INSERT DATE].

7. Proposal Submission Requirements

Proposals will only be accepted if not more than 15 pages, single sided, letter size, including any covering letter and all collateral materials, such as individual resumes and project examples. To reduce duplication of information and the size of submissions, the Proposals will be considered in conjunction with your previously submitted Expression of Interest.

8. Identification of Key Personnel

The proposal will include a list of all key personnel that will be involved in the project, outlining their general roles, anticipated tasks, and estimated overall contribution to all phases of the project. This information may be expressed as their estimated percentage of total hours contributed to the project. (e.g., the contribution of Team Member A is anticipated to comprise _____ % of the firm's overall contribution).

9. Roles & Approach

Proponents are invited to outline their approach to performing the role of Owner's Representative for this project.

10. Demonstration of Competencies

Proponents will be expected to demonstrate that the consultant or consultant team members have the Technical Knowledge, Skills and Attributes that are considered appropriate for Development Consultants working with non-profit societies.

[INSERT A LIST OF THE PARTICULAR COMPETENCIES YOUR SOCIETY IS SEEKING.
CHOOSE three or four. REFER TO APPENDIX A OF THIS DOCUMENT.]

11. Fees

Proponents will provide a total fee and for this project and proposed schedule for payment.

12. Hourly Rates & Disbursements

The proposal will include the hourly billing rates for each of the key personnel contributing to the project. The method of billing disbursements shall be stated, including any mark-up rates to be applied.

13. Evaluation of Proposals

A structured evaluation of the proposals and interviews will be scored on the following criteria:

ITEM	TOPIC	POINTS
1	Clarity and quality of proposal	10
2	Company profile and experience	10
3	Summary of major roles and approach the proponent proposes to undertake for this project including an outline schedule	20
4	Demonstration of Competencies	20
5	Fees	20
6	Interview	20
TOTAL		100

Appendix D: **BC Housing Development Consultant Services** **Contract, Schedules + Guide to Supplementary** **General Conditions**

- BC Housing Development Consultant Services Contract
 - Schedule A: Services Matrix
 - Schedule B: Fee Schedule
 - Schedule C: Reimbursable Expenses
 - Schedule D: Conflict of Interest Guidelines for Development Consultants
 - Schedule E: Definitions
- Frequently Asked Questions:
Supplementary General Conditions (SGCs) to a Standard Form of Contract

2020



Development Consultant Services Contract

BC Housing Development Strategies
March 2020

www.bchousing.org

BC Housing Standard Development Consultant Services Agreement (2020)

between Client and Development Consultant

Agreement

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PART A – AGREEMENT FORM

A1 This Agreement is made on: _____
(Date)

A2 between the ***Client***: _____
(Name)

(Address)

A3 ***Client's Authorized Representative*** (as may be changed from time to time in accordance with Section D3)

(Name)

(E-Mail) (Fax No.)

A4 and the ***Development Consultant***: _____
(Name)

(Address)

A5 for the following ***Project***
(insert number of housing units and description of project and project name)

A6 At the following ***Place of Work***: _____
(insert address)

A7 ***Key Personnel*** (as may be changed from time to time with the written consent of the ***Client*** in accordance with Section B5):

(Name)

(Name)

RECITALS

WHEREAS:

A. The ***Development Consultant*** has experience in the development of similar projects to the ***Project*** and has the ability to perform the necessary ***Consultant Services*** to assist the ***Client*** in the development of the ***Project***,

B. The *Client* has requested the *Development Consultant* to assist it with the development of the *Project* and the *Development Consultant* has agreed to do so and will provide the *Consultant Services* to the *Client* in connection with the *Project* upon the terms and conditions hereinafter set forth;

C. The agility to adapt to changing circumstances is essential components of the relationship between the *Client* and the *Development Consultant*. This *Agreement* aims to provide for the necessary adjustments throughout the anticipated life cycle of the *Project* including design development and construction; and

D. The *Client* and the *Development Consultant* acknowledge that the success of the *Project* is reliant on the relationship of mutual respect, support, openness, and good faith with each other, *BC Housing* and the *Contractor* engaged to construct the *Project*.

E. If *BC Housing* is not identified as the *Client* in Section A2, *BC Housing* is providing funding or funding/financing to the *Project*.

F. In this *Agreement* and the Schedules, capitalized words and expressions have the meanings set out in SCHEDULE E - DEFINITIONS.

NOW THEREFORE in consideration of the mutual covenants hereinafter contained, the *Client* and the *Development Consultant* agree as follows:

PART AA - BC HOUSING RIGHTS AND INVOLVEMENT

AA1. If *BC Housing* is not identified as the *Client* in Section A2, then, notwithstanding anything else in this *Agreement*, the *Client* and the *Development Consultant* will comply with the following:

.1 If the *Client* defaults on any of its obligations in this *Agreement*, before the *Development Consultant* may exercise any right to terminate this *Agreement*, the *Development Consultant* will provide written notice to *BC Housing* setting out the details of the *Client*'s default (a "**Client Default Notice**"). From the date of receipt of the *Client Default Notice*, *BC Housing* will have 15 calendar days to provide the *Development Consultant* with a *Step-In Notice*. The *Development Consultant* may only terminate this *Agreement* if *BC Housing*:

- (a) does not provide a *Step-In Notice* within the above time period; or
- (b) provides a *Step-In Notice* within the above time period but does not rectify the default within 30 calendar days from receipt of the *Client Default Notice*, provided that the *Development Consultant* and *BC Housing* may mutually agree to extend such rectification period.

.2 If *BC Housing* agrees to assume all the rights and obligations of the *Client* under this *Agreement*, the *Development Consultant*:

- (a) shall grant *BC Housing* the same rights as the *Development Consultant* has granted to the *Client* pursuant to this *Agreement* and, without limiting the generality of the foregoing, the provisions of Part I shall apply *mutatis mutandis*; and
- (b) agrees not to make any claim or commence any proceeding against *BC Housing* for any claim the *Development Consultant* may have against the *Client* under this *Agreement*.

.3 In consideration of the funding or financing/funding provided by *BC Housing* to the *Project* and other good and valuable consideration, the receipt and sufficiency, before performing any *Consultant Services*, the *Development Consultant* will:

- (a) add *BC Housing* as an additional insured to any insurance policy the *Development Consultant* is required to obtain pursuant to this *Agreement*; and
- (b) indemnify *BC Housing* to the same extent as the *Development Consultant* indemnifies the *Client* pursuant to this *Agreement*.

PART B - DEVELOPMENT CONSULTANT SERVICES

B1 The *Development Consultant* shall provide to the *Client* the following services in connection with the *Project* (the "**Consultant Services**"):

- .1 the Basic Services, being those services identified in Stage 1 Project Administration and Coordination (All Phases) in SCHEDULE A - SERVICES MATRIX;
- .2 those services related to the *Project* as selected (by being checked off), described and assigned to the *Development Consultant* in SCHEDULE A – SERVICES MATRIX; and
- .3 all other services incidental to the *Consultant Services* related to the *Project* which are necessary to assist the *Client* in the co-ordination of the development, construction and completion of the *Project* on the terms and conditions and for the remuneration provided in this *Agreement*.

B2 In performing the *Consultant Services*, the *Development Consultant* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent development consultant supplying similar services for similar projects. The *Development Consultant* acknowledges and agrees that throughout the *Agreement*, the performance of the *Development Consultant's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Development Consultant* shall exercise the

same standard of care, skill and diligence in respect of any *Consultant*, personnel, or procedures which it may recommend to the *Client*.

- B3 The *Development Consultant* acknowledges that its standard of care includes the obligation to act with the utmost good faith towards and on behalf of the *Client* and to perform the *Consultant Services* in a good and workmanlike manner, in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*. The *Development Consultant* warrants and represents, and acknowledges that the *Client* is relying on this warranty and representation in entering into this *Agreement*, it shall perform the *Consultant Services* and cause its subcontractors and the *Consultants* to perform the *Consultant Services* in accordance with the standard of care set out in Section B2.
- B4 The *Development Consultant* represents and warrants to the *Client*, and acknowledges that the *Client* is relying on this warranty and representation in entering into this *Agreement*, that it has and will continue to have the facilities, personnel and expertise to provide the *Client* with the *Consultant Services* in accordance with the standard of care set out in Section B2.
- B5 The *Development Consultant* agrees to provide the services of the *Key Personnel* during the term of this *Agreement*. Any proposed change by the *Development Consultant* to the *Key Personnel* will be submitted to the *Client* in a written request for approval of the change. In the event that a member of the *Key Personnel* leaves the *Development Consultant* of its own initiative, the *Development Consultant* will notify the *Client* and submit its proposal for replacing such member of the *Key Personnel*. In both instances, the *Client* may approve or reject the proposal for the change in *Key Personnel*, however, approval of the change will not be unreasonably withheld. The failure of the *Development Consultant* to obtain the approval of the change will be a *Major Default* under this *Agreement*. The *Key Personnel* shall be the authorized representative(s) of the *Development Consultant* with respect to the *Project*.
- B6 The *Development Consultant* acknowledges it is an independent contractor and is not an agent, servant or employee of the *Client*. The *Development Consultant* acknowledges that it is engaged in a business independent from the *Client's* business and shall perform its obligations under this *Agreement* as an independent contractor and not as the agent or employee of the *Client*. The *Development Consultant* further acknowledges that the persons performing the *Consultant Services* are not agents or employees of the *Client*. The *Development Consultant* shall retain full control over the employment, compensation and discharge of all employees assisting in the performance of its obligations under this *Agreement*. The *Development Consultant* agrees to indemnify the *Client* for any and all payments, which the *Client* may be required to make to any government department or agency on behalf of the *Development Consultant*.

B7 The *Development Consultant* has retained, or will retain, the services of the following third party consultants ("**Consultants**") to assist it in providing the *Development Consultant Services*. Any changes to the *Consultants* will be presented to the *Client* in a written request for acceptance of the change. The *Client* may accept or reject the proposal for the change in any of the *Consultants*, however, approval of the change will not be unreasonably withheld:

B8 The *Development Consultant* will perform the *Consultant Services* so as to enable the *Project* to be completed in accordance with the most recent plans and specifications, budget and time schedules approved in writing by the *Client*. The *Development Consultant* shall be responsible for ensuring that it has obtained, and is providing the *Consultant Services* based upon, the most recently approved plans, specifications, budget and time schedules to the *Development Consultant* and shall retain copies of all such approved plans, specifications, budget and time schedules in accordance with SCHEDULE A - SERVICES MATRIX.

B9 The *Development Consultant* will not enter into any other contract with respect to the *Project*, or approve any final plans and specifications, budget or time schedules for the *Project*, all of which will be done by the *Client*.

B10 The *Development Consultant* will monitor the progress of the work on the *Project* and in that regard will keep the *Client* informed of the development and progress of such work and will consult with the *Design Consultants*, the *Contractor* and any *Other Consultants* and keep the *Client* informed as to the *Design Consultants*' and the *Other Consultants*' advice regarding the conformance of the quality and quantity of the work to the *Client*'s requirements.

B11 The *Development Consultant* will be responsible for advising the *Client* when the *Design Consultants*, the *Contractor*, and any *Other Consultants* are, in the reasonable opinion of the *Development Consultant*, failing to perform their obligations, duties and responsibilities under their respective contracts with the *Client*. The *Development Consultant* shall use reasonable efforts to ensure that the *Design Consultant*, the *Contractor* and the *Other Consultants* properly perform, and do not fail to perform, their obligations, duties and responsibilities under their respective contracts with the *Client*. Failure of the *Development Consultant* to use its reasonable efforts will be a *Major Default* this *Agreement*. Except as provided in this Section B11, the *Development Consultant* will not be responsible for the failure of the *Design Consultants* to ensure proper completion of the construction or the failure of the *Contractor* to properly complete construction of the work in accordance with plans, specifications and other contract documents approved by the *Client*.

B12 The *Development Consultant* will be responsible for advising the *Client* when the *Project* budget is affected or, in the reasonably opinion of the *Development*

Consultant, is likely to be affected. It is the duty of the *Development Consultant* to work on behalf of the *Client* in the best interests of the quality of the *Project* and objectives of the *Client* to advise the *Client* about budget vulnerabilities throughout the *Project* life cycle, and to seek out reduction or controls through efficiencies, innovation and good project management oversight along with the *Design Consultants*, the *Contractor* and any *Other Consultants*.

B13 The *Development Consultant* shall obtain and pay for the following insurance requirements:

.1 Commercial General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this *Agreement* and arising out of the operations of the *Development Consultant*, its *Consultants* and sub-consultants and their respective servants, agents, or employees under this *Agreement*,

.2 Professional Errors and Omissions Liability Insurance protecting the *Development Consultant*, its *Consultants* and sub-consultants and their respective servants, agents, or employees against losses, claims, damages, actions, and causes of action that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Agreement*, that arise out of errors, omissions or negligent acts of the *Development Consultant*, or its *Consultants*, sub-consultants, servants, agents, or employees under this *Agreement*. Such insurance shall be in an amount usual for an agreement of this nature but for no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

.3 The Professional Errors and Omissions Liability insurance shall be maintained continuously from the commencement of the *Development Consultant Services* until 72 months after substantial completion of the *Project*. The insurance policy shall include a requirement that no cancellation of the insurance shall be made except with at least 30 business days written notice from the insurer to the *Client* and *BC Housing*. The *Development Consultant* shall advise the *Client* and *BC Housing* in writing of any cancellation or reduction in the level of insurance coverage.

.4 The *Development Consultant* must:

(a) within 10 business days of commencement of the *Development Consultant Services*, provide the *Client* and *BC Housing* with evidence of all required insurance in a form acceptable to the *Client* and *BC Housing*;

(b) within 10 business days of the expiration of any insurance policy during the term of this *Agreement*, provide the *Client* and *BC Housing* with evidence of new or renewal policy, showing no break in coverage, in a form acceptable to the *Client* and *BC Housing*; and

(c) upon request by the *Client* or *BC Housing* at any time, provide to the *Client* and *BC Housing* certified copies of the required insurance policies.

.5 The *Development Consultant* shall provide, maintain, and pay for any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

B14 The *Development Consultant* will disclose to the *Client* and *BC Housing* any real, potential or perceived interest that it has or may have or that its directors, officers, shareholders, agents, authorized representatives or employees now have or may have in any aspect of the *Project* at the time of execution of this *Agreement* or at any time during the term of this *Agreement*.

B15 The *Development Consultant* will abide by the *Guidelines* and will be responsible for ensuring that its directors, officers, shareholders, agents, authorized representatives and employees and those of its Consultants abide by the *Guidelines*. The *Development Consultant* will provide a copy of the *Guidelines* to, and obtain a written acknowledgement from, each of its directors, officers, shareholders, agents, authorized representatives and employees and those of its Consultants, that they have read and understand and agree to comply with the *Guidelines*. The *Development Consultant* will be responsible for a breach of the *Guidelines* by its directors, officers, shareholders, agents, authorized representatives and employees and those of its Consultants and such breach will be a *Major Default* under this *Agreement*.

B16 In the event a conflict of interest as described in the *Guidelines* arises during the term of this *Agreement*:

.1 The *Development Consultant* will immediately provide to the *Client* and to *BC Housing*:

(a) a statutory declaration pursuant to, and in the form attached to, the *Guidelines*; and

(b) a written request for consent of the *Client* and *BC Housing* for the *Development Consultant* to proceed with the transaction giving rise to the conflict of interest and all relevant details of the conflict of interest (which written request and details shall be attached to and form part of the statutory declaration).

.2 Subject to subsection .3 below, the *Development Consultant* will not proceed with any transaction giving rise to the conflict of interest and will not accept any fees, disbursements, bonuses, payments or other compensation in relation to the *Project* from any source in addition to the

fees and disbursements payable by the *Client* pursuant to this *Agreement*, except with the express written consent of *Client* and *BC Housing*;

.3 The *Development Consultant* may accept fees, disbursements, bonuses, payments or other compensation in relation to the *Project* in addition to the fees and disbursements payable by the *Client* pursuant to this *Agreement* only if such fees, disbursements, bonuses, payments or other compensation are:

- (a) from Canadian Mortgage and Housing Corporation (CMHC), the Columbian Basin Trust (CBT), or some other publicly funded source provided such arrangement was place prior to this *Agreement* being entered into;
- (b) from a local government in situations where the costs of a publicly funded facility comprising part of the *Project* are shared with a local government; or
- (c) approved in writing by the *Client* and *BC Housing*.

B17 The *Development Consultant* will promptly provide to the *Client* and *BC Housing* a statutory declaration in a form acceptable to the *Client* and *BC Housing* in accordance with the *Guidelines* upon the request, at any time, of either the *Client* or *BC Housing*.

B18 The *Development Consultant* shall, as soon as reasonably possible, notify the *Client*, *BC Housing* and any other entity the *Development Consultant* knows is involved in the *Project* with the *Client*, if the *Development Consultant* becomes aware of any information technology related threat that has been or may be transmitted electronically to the *Client*, *BC Housing* or any such other entities. Information technology related threats include but are not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the "*IT Threat*"). If the *Client* or *BC Housing* becomes aware of an *IT Threat*, the *Development Consultant* acknowledges that the *Client* or *BC Housing* may, at its sole discretion, notify any organization that it reasonably believes could be exposed to the same *IT Threat* and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.

PART C - FEES

C1 Subject to the early termination provisions of this *Agreement* and the right of the *Client* to withhold payment pursuant to Section F8, the fee payable to the *Development Consultant* for providing the *Consultant Services* set out in SCHEDULE A - SERVICES MATRIX, excluding any value added taxes, shall be calculated in accordance with SCHEDULE B - DEVELOPMENT CONSULTANT SERVICES FEE AND RATES and shall be a fixed fee in the following amount (the "*Fee*"):

\$ _____

C2 The *Fee* shall be apportioned to the relevant phase or section (each a "**Phase**") of the *Consultant Services* as follows:

.1 Project Administration & Coordination – all phases	\$_____ %
.2 Pre-design / Pre-development phase	\$_____ %
.3 Schematic design phase	\$_____ %
.4 Design Development phase	\$_____ %
.5 Working Drawings phase	\$_____ %
.6 Construction phase	\$_____ %
.7 Post Construction phase	\$_____ %
Total [the total shall equal the fixed fee set out in C1]	\$_____ 100 %

C3 The *Development Consultant* shall be entitled to be reimbursed for *Reimbursable Expenses*.

PART D – CLIENT SERVICES

D1 The *Client* will provide the services related to the *Project* as selected (by being checked off), described and assigned to the *Client* in SCHEDULE A –SERVICES MATRIX (the "**Client Services**").

D2 The *Client* has retained, or intends to retain, the services of the following third party consultants ("**Other Consultants**") to assist it in providing the *Others Services* as selected (by being checked off), described and assigned to *Others* in SCHEDULE A –SERVICES MATRIX:

D3 The *Client* has or will authorize the person(s) identified in Section A3 to act as its representative with respect to the *Project*. Such person(s) may be changed from time to time by the *Client*. The *Client* will provide notice of any such change to the *Development Consultant*.

D4 The *Client* will use its reasonable efforts to keep the *Development Consultant* apprised of major decisions it makes in connection with the *Project*, in so far as such decisions are pertinent to the *Consultant Services* to be provided by the *Development Consultant*.

D5 The *Client* will provide to the *Development Consultant* copies of records showing monies received and disbursements made by the *Client* in connection with the *Project*.

PART E - RECORDS AND AUDIT

- E1 The *Development Consultant* will keep and maintain full and detailed records for six years after expiry of any applicable warranty period all records, reports and other documentation required under this *Agreement*. During this period, the *Client* and the *Client's* representatives may on request, and acting reasonably, require copies of, inspect and audit all books, invoices and records of the *Development Consultant* that relate to any *Changes Order*, *Change Requests*, delay, claims or disputes by the *Development Consultant*, including but not limited to quotations and invoices by *Consultants*, *Other Consultants* or suppliers to the *Project*. The *Client* may be assisted by a third party audit firm of the *Client's* choice. In conducting the audit, the *Client* will have all powers necessarily incidental to conducting an audit, including the right to have reasonable access to the *Development Consultant*, its offices and its personnel and to inspect and take copies of any record.
- E2 If the *Client* provides notice to the *Development Consultant* that the *Client* is conducting an audit, the *Development Consultant* will promptly provide all other information reasonably requested by the *Client* or its audit firm. The *Development Consultant* will cooperate with the *Client* and its audit firm in the conduct of any audit and the parties will promptly review and settle all matters arising from such audit, including the refunding or payment of monies to the other, if applicable.
- E3 The *Development Consultant* must ensure that all direct and indirect contracts with *Consultants* include an agreement to be bound by the terms of this Part E and to provide access to the *Client* and its third party audit firm to perform an audit in accordance with this Part E. The *Development Consultant* acknowledges that both the *Client* and its third party audit firm may request information to support an audit directly from any of *Consultants* and the *Development Consultant* will not prevent or influence its *Consultants* from supplying the information.
- E4 Notwithstanding the above, subject to applicable law, the right to review, inspect audit or copy will not extend to financial statements of the *Development Consultant* or *Consultants* or the composition of the Fee and the Rates except to the extent the *Client* requires such information to validate the costs make-up of a *Change Order*.

PART F – PAYMENT OF FEES, REIMBURSABLE EXPENSES, INVOICING, ADDITIONAL SERVICES, CHANGE REQUESTS AND CHANGE ORDERS

- F1 The *Client* will pay the *Fee* and *Reimbursable Expenses* to the *Development Consultant* for the *Consultant Services* agreed to be provided herein on the terms and conditions set forth in this *Agreement*.

F2 The *Development Consultant* will carry out the *Consultant Services* and submit invoices for the *Consultant Services* only in accordance with the chronology of the Phases as set forth in Section C2, except with the prior written consent of the *Client*. The *Development Consultant* shall not carry out *Consultant Services* or submit any invoices in connection with a particular Phase until such time as the prior Phases listed in Section C2 have been completed or are underway and it is customary in similar projects for such particular Phase to commence. For clarity and by way of example, the *Development Consultant* shall not carry out *Consultant Services* or submit any invoices in connection with the Working Drawings Phase until such time as the prior Phases listed in Section C2 subsections .2 to .4 have been completed or are underway and it is customary in similar projects for the Working Drawings Phase to commence.

F3 The *Development Consultant* shall invoice the *Client* for *Consultant Services* performed, and *Reimbursable Expenses* incurred, based on, as applicable, the following:

- .1 The apportionment of the *Fee* for each *Phase* of the *Consultant Services* as stated in Section C2 of this *Agreement* and in the proportion to progress made within each *Phase* of the *Services*;
- .2 *Reimbursable Expenses* incurred to date; and
- .3 any applicable value added taxes.

F4 The *Development Consultant* shall issue the invoice referred to in Section F3 on a monthly basis, unless the *Client* and the *Development Consultant* otherwise agree.

F5 The invoices will be accompanied by a report containing the following items and such other information as reasonably requested from time to time by the *Client*:

- .1 a description identifying which of the *Consultant Services* have been delivered and the status of the *Phases* in sufficient detail for the *Client* to understand the *Consultant Services* provided, the main tasks that have been undertaken, and the stage of the *Project* to enable payment to be made. Reimbursable expenses should be itemized with receipts;
- .2 a progress billing report detailing the following items:
 - (a) the amount of the *Fee* and the amount of the *Reimbursable Expenses* invoiced for the current billing period;
 - (b) the aggregate amount of the *Fee* and the amount of the *Reimbursable Expenses* invoiced to date;
 - (c) the aggregate amount of the *Fee* invoiced to date as a percentage of the total *Fee*; and

- (d) the total amount of the *Fee* remaining under the *Agreement*;
- .3 an itemized list of *Reimbursable Expenses* and copies of receipts therefor;
- .4 copies of detailed invoices or receipts for *Consultants* that may be engaged for the *Project* by the *Development Consultant*; and
- .5 confirmation in writing that all previous invoices for *Consultants* that may be engaged for the *Project* by the *Development Consultant* have been paid or if not yet paid, a detailed explanation as to the reason not yet paid.

F6 Any expenditure not included in paragraph 3 of SCHEDULE C – REIMBURSABLE EXPENSES which the *Development Consultant* wishes to invoice as a *Reimbursable Expense* shall be approved by the *Client* in writing as a *Reimbursable Expense* prior to such expenditure being incurred.

F7 Subject to the provisions of Section F8, payment of an invoice by the *Client* is due within 30 days of receipt by the *Client* of an invoice containing the information required by Section F5 in form and substance satisfactory to the *Client*.

F8 Except as set forth in subsection .3 of this Section F8, no deduction will be made from the monies payable to the *Development Consultant* hereunder because of:

- .1 refunds or rebates granted to the *Client*;
- .2 a reduction in the budget for the *Project*; or
- .3 liquidated damages or other sums withheld from contractors or other persons engaged on the work unless such damages or other sums are the result of acts improperly carried out, omissions or delays in carrying out acts or the negligent advice by the *Development Consultant*. In the event the *Client* incurs or, in the opinion of the *Client* acting reasonably, is likely to incur, damages or other sums as a result of acts improperly carried out, omissions or delays in carrying out acts or the negligent advice by the *Development Consultant*, the *Client* may withhold payment to the *Development Consultant* in the amount of such damages or other sums and pay such damages or other sums from the amount withheld.

F9 Upon recognizing there may be a need for the *Development Consultant* to perform additional services over and above the Consultant Services, either the *Development Consultant* or the *Client* may promptly provide a written request ("**Change Request**") to the other party for *Additional Services* to be performed by the *Development Consultant* (the "**Requested Changes**"), which *Change Request* shall include:

- .1 if, and how, the said *Requested Changes* will affect the cost of the *Project*;
- .2 if the *Change Request* is from the *Development Consultant*, upon the request of the *Client*, the *Change Request* shall include an itemized breakdown of the costs and the implication of the *Requested Changes*; and
- .3 whether or not the *Project* budget has sufficient funds for such additional costs.

F10 In order to proceed with any such *Change Request*, a change order must be prepared by the *Development Consultant* and approved in writing by the *Client* and the *Development Consultant* (a “**Change Order**”), which *Change Order* will include the following:

- .1 the parties' agreement as to the effect of the *Requested Changes* on:
 - (a) the cost of the *Project*;
 - (b) the construction schedule;
 - (c) the *Project* generally; and
 - (d) an acknowledgement that there are sufficient *Project* funds available to cover the cost of the said *Requested Changes* and fees to the *Development Consultant*.

F11 The *Development Consultant* shall only perform *Additional Services* or earn additional fees pursuant to a *Change Order* approved in writing by both the *Client* and the *Development Consultant*.

F12 The *Development Consultant* shall use the Rates to price *Additional Services*.

PART G – TERMINATION

- G1 The *Client* may terminate this *Agreement* at any time by giving not less than 30 days' notice in writing to the *Development Consultant*.
- G2 The *Client* may terminate this *Agreement* if the *Development Consultant* commits a Major Default or either the *Client* or the *Development Consultant* may terminate this *Agreement* at any time if the other party breaches a material term of this *Agreement* or fails to properly perform its obligations pursuant to this *Agreement*. No such termination will take place unless the party terminating has given the other party five business days' written notice of such default and such default has not been rectified within such five day period or as otherwise agreed by the parties.

G3 In the event this *Agreement* is terminated pursuant to Section G1 or Section G2, in each instance:

- .1 the *Client* shall have the right to withhold payment pursuant to subsection .3 of Section F8;
- .2 the *Development Consultant* will be entitled to be paid for *Consultant Services* rendered and *Reimbursable Expenses* incurred to the date of termination;
- .3 payment for *Consultant Services* rendered and *Reimbursable Expenses* incurred shall be made within 30 days of receipt by the *Client* of an invoice in compliance with Section F5 of this *Agreement*;
- .4 if the *Development Consultant* has rendered *Consultant Services* in advance of the applicable *Phase* in contravention of Section F2, the *Development Consultant* shall not be entitled to be paid for any such *Consultant Services* or *Reimbursable Expenses* incurred in connection therewith; and
- .5 the *Development Consultant* hereby agrees to waive receipt of the balance of the Fee and the *Development Consultant* shall not be entitled to any compensation for loss of profit or additional profit, loss of revenue or loss of business opportunities.

G4 Unless otherwise stated in this *Agreement*, this *Agreement* shall expire upon the later of:

- .1 one year after the date of *Substantial Performance* of the work for the *Project*;
- .2 certification of *Total Performance* of the work for the *Project*, or
- .3 three months after the expiry of the one year warranty contained in the construction contract for the *Project*.

PART H – DISPUTE RESOLUTION

H1 Differences between the *Development Consultant* and the *Client* as to the interpretation, application or administration of this *Agreement*, or any failure to agree where agreement between the *Development Consultant* and the *Client* is called for, broadly described as disputes, will be remedied in accordance with this Part H of the *Agreement*.

H2 The *Development Consultant* and the *Client* shall make all reasonable efforts to resolve disputes by amicable negotiations and shall provide, on a without

prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents, to facilitate these negotiations.

- H3 If a dispute is not resolved by negotiation within 15 days of commencing negotiation, the *Development Consultant* and the *Client* will submit the dispute to the Presidents or Chief Executive Officers of each of the *Development Consultants* or the *Client* or their single respective designees.
- H4 If the dispute is not resolved by agreement of the Presidents or Chief Executive Officers or their respective designees within 15 days following the submission of the matter to them, the *Client* and the *Development Consultant* will submit the matter to a mediator whose expenses will be shared equally by the *Client* and the *Development Consultant* and who is acceptable to both parties or, if they cannot agree, a mediator appointed by the [British Columbia International Arbitration Centre](#).
- H5 If mediation pursuant to Section H4 does not result in a resolution of the dispute within 15 days of the commencement of mediation, the parties will submit the dispute within 15 days of the failure of the mediation to arbitration by a single arbitrator whose expenses will be shared equally by the *Client* and the *Development Consultant* and who is acceptable to both parties or, if they cannot agree, an arbitrator appointed by the [British Columbia International Arbitration Centre](#). The determination of the arbitrator will be conclusive and binding on the parties. *The Arbitration Act* of British Columbia or successor legislation will apply to the arbitration.

PART I – RIGHTS, REMEDIES & INDEMNITY

- I1 The duties and obligations imposed by this *Agreement* and the rights and remedies available hereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- I2 The representations and warranties of the *Development Consultant* in or under this *Agreement* shall survive the termination or expiry of this *Agreement* and shall continue in full force and effect for a period of two years from the termination or expiry date.
- I3 Notwithstanding the provision of any insurance coverage by the *Client*, the *Development Consultant* hereby agrees to indemnify and save harmless the *Client*, the *Client*'s successors and representatives of each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**") that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Agreement*, that arise out of errors, omissions or negligent acts of the *Development Consultant* or the *Consultants*, sub-consultants, servants, agents or employees under this *Agreement*, excepting always that this indemnity does not apply to the extent, if any, to which the *Claims* are caused by errors, omissions or the

negligent acts of the *Client*, the *Other Consultants*, assigns and authorized representatives or any other persons.

I4 Subject to Section I5, any and all claims, whether in contract or tort, which the *Client* has or may have against the *Development Consultant* in any way arising out of, or related to, the *Development's Consultant's* duties and responsibilities, including those arising from Section I2, shall be limited in amount to the greater of:

- .1 the applicable insurance limits that the *Development Consultant* is required to have under Section B13 of this *Agreement*, and
- .2 the actual amount of insurance coverage that the *Development Consultant* has in place for this *Project*.

I5 Section I4 will not limit the *Development Consultant's* liability in connection with:

- .1 infringement of the intellectual property rights of a third party; or
- .2 gross negligence or malfeasance.

PART J - CONFIDENTIAL INFORMATION AND PRIVACY OBLIGATIONS

J1 The *Recipient* will not use any *Confidential Information* for any purpose outside the scope of this *Agreement* or disclose any *Confidential Information* to any person or entity, except with the *Discloser's* prior written consent.

J2 The obligation of nondisclosure in Section J1 will not apply to any *Confidential Information* that the *Recipient* is required to disclose by applicable law, provided that the *Recipient* provides the *Discloser* with prompt written notice of the requirement to disclose, reasonable assistance in opposing or limiting such disclosure, and limits disclosure to the *Confidential Information* that is strictly required by the applicable court, government agency or legal process. The *Recipient* may disclose *Confidential Information* to those of its employees, subcontractors and other representatives who have a need to know such *Confidential Information* in connection with the *Recipient's* performance of the *Consultant Services* or the *Client Services*, as the case may be, provided that the employee, subcontractor or other representative has entered into a written confidentiality agreement with the *Recipient* that contains provisions that are at least as protective of the *Confidential Information* as the provisions of this *Agreement*. The *Recipient* will be responsible for any breach of Section J1 by its employees, subcontractors and other representatives.

J3 The *Recipient* agrees that any unauthorized disclosure of *Confidential Information* may cause immediate and irreparable injury to the *Discloser* and that, in the event of such breach, the *Discloser* will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief.

J4 The *Client* acknowledges that all *Personal Information* is *Confidential Information* to which the provisions of Section J1 and Section J2 apply, except to the extent such provisions are inconsistent with this Section J4, which prevails with respect to *Personal Information*. In addition to the obligations set out in Section J1 and notwithstanding the disclosure rights set out in Section J2, the *Development Consultant* will, during the performance of the *Consultant Services*:

- .1 not use *Personal Information* for any purposes other than as specifically contemplated under this Agreement;
- .2 receive, collect, use, store, access, process, record, disclose, transfer, retain, dispose of, destroy, manage or otherwise handle all *Personal Information* in accordance with all applicable laws relating to the collection, storage, use and disclosure of Personal Information, as amended from time-to-time, including the *Freedom of Information and Protection of Privacy Act* of British Columbia, the regulations thereunder, and any similar statutes and laws in any other jurisdictions (collectively, “**Privacy Law**”);
- .3 perform its obligations under this Section J4 in a manner that will enable the *Client* to comply with *Privacy Law*;
- .4 if the *Development Consultant* has knowledge of any unauthorized disclosure of or access to *Personal Information* of any of the customers or clients of the *Client*, the *Development Consultant* will:
 - (a) immediately report such unauthorized disclosure or access to the *Client* and *BC Housing*;
 - (b) cooperate with the *Client* and *BC Housing* in providing any notices regarding impermissible disclosures caused by such disclosure or access which the *Client* or and *BC Housing* deems appropriate; and
 - (c) not make any public statements about the unauthorized disclosure or access (even if such disclosure or access affects other customers of the *Development Consultant*) without the prior written consent of the *Client* and *BC Housing*.

PART K – MISCELLANEOUS GENERAL PROVISIONS

K1 In the event of any conflict, inconsistency, ambiguity or difference between:

- .1 the terms of the main body of this *Agreement* and the terms of any Schedule to this *Agreement* or *Change Order*, other than to the extent that the *Change Order* modifies the *Consultant Services* to be rendered and the *Fee* payable, the terms of the main body of this *Agreement* will govern and be paramount and any such provision in the Schedule or *Change Order* will be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the *Client* set out in this *Agreement* or any part hereof which is not set out or provided for in a Schedule or *Change Order*, such additional right or remedy will not constitute a conflict or inconsistency and the *Client* will be entitled to exercise such rights and enforce such remedies;
- .2 the terms of any *Change Order* and the terms of any Schedule to this *Agreement*, the terms of any *Change Order* to the extent it modifies the *Consultant Services* to be rendered and the *Fee* payable, will govern and be paramount; in all other events, the terms of the Schedules to this *Agreement* will govern and be paramount.
- .3 the terms of various *Change Orders*, the most current *Change Order* will govern and prevail, superseding older *Change Orders*;
- .4 the terms of various Schedules to this *Agreement*, the *Client*, acting reasonably, shall determine the order of precedence.

K2 Neither the expiration nor the earlier termination of this *Agreement* will release either of the parties from any obligation or liability that accrued prior to the expiration or termination. The provisions of this *Agreement* requiring performance or fulfilment after the expiration or earlier termination of this *Agreement*, such other provisions as are necessary for the interpretation thereof, and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this *Agreement*, will survive the expiration or earlier termination of this *Agreement*.

K3 Any notice required to be given pursuant to this *Agreement* will be addressed in writing to the respective *Client* or *Development Consultant* at the addresses stated in Section A2 and Section A4 or such other address as may have been subsequently provided to the other party in writing and any notice so given will be deemed to have been received on the third day following mailing in a postage-paid cover mailed in a post office in Canada or if delivered by hand or by telecopier will be deemed to have been received on the day of delivery or telecopying if it is a business day and otherwise on the next succeeding business day.

I1 This *Agreement* will enure to the benefit of and be binding upon the parties hereto, their executors, administrators, representatives, successors and permitted assigns.

I2 Neither the *Client* nor the *Development Consultant* will assign this *Agreement* without the prior written consent of the other, except that this *Agreement* or any of the rights and obligations hereunder may be assigned to *BC Housing* without the consent of the other party. In such case, the party assigning its rights and obligations to *BC Housing* shall provide notice of such assignment to the other party.

I3 Time will be of the essence of this *Agreement*.

I4 This *Agreement* will be governed by and construed and enforced in accordance with the laws of British Columbia.

I5 The division of this *Agreement* into sections and the insertion of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this *Agreement* will be construed simply, according to its fair meaning, and not strictly for or against any party.

I6 The word "**including**", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set out immediately following such word or to similar items or matters whether or not non-limiting language such as "**without limitation**" or "**but not limited to**" or words of similar import is used with reference thereto, but rather such general statement, term or matter is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

I7 If any provision contained in this *Agreement* is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this *Agreement* which will be construed as if such invalid, illegal or unenforceable provision had never been contained therein and such other provisions will be enforceable to the fullest extent permitted by law.

- I8 No consent or waiver expressed or implied, by a party of any default by the other party in observing or performing its obligations under this *Agreement* will be deemed or construed to be a consent or waiver of any other default. Failure on the part of a party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this *Agreement* or at law or at equity.

SIGNATURES

IN WITNESS WHEREOF the duly authorized signatories of the parties hereto have executed this *Agreement* as of the day and year first above written.

Client

(Name of Client)

(Signature)

(PRINT – Name and title of person signing)

(Signature)

(PRINT – Name and title of person signing)

Witness - Client

(Signature)

(PRINT – Name and title of person signing)

Development Consultant

(Name of Development Consultant)

(Signature)

(PRINT – Name and title of person signing)

(Signature)

(PRINT – Name and title of person signing)

Witness – Development Consultant

(Signature)

(PRINT – Name and title of person signing)

SCHEDULE A - Services Matrix

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (●) in the applicable box for the services to be provided by the *Development Consultant*, by *Others*, by the *Client*, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that *Consultants Services* are completed by a *Consultant* (i.e.: a sub-consultant) engaged by the *Development Consultant* for the *Project*, the service should be indicated as the responsibility of the *Development Consultant*, and a check mark (●) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the *Client* for the *Project*, the service should be indicated as the responsibility of *Others*, and a check mark (●) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
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All Basic Services, being those Services identified in this Stage 1 - Project Administration and Coordination (All Phases) must be delivered by every Development Consultant (regardless of whether or not they are checked off in this Schedule A - Services Matrix).

PROJECT ADMINISTRATION & COORDINATION (ALL PHASES)		1.01	Administration - Client Review and Advocacy. Facilitate with Client a review of the design and other project related requirements (schedule, procurement, budget) at various milestone stages to manage Client requirements and assist design professionals to ensure Client requirements are met and instruct the design and or project team to modify / change scope, budget, or schedule as necessary of requirements.				
			BASIC	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
1.01	BASIC	1.01	Administration - Client Review and Advocacy. Facilitate with Client a review of the design and other project related requirements (schedule, procurement, budget) at various milestone stages to manage Client requirements and assist design professionals to ensure Client requirements are met and instruct the design and or project team to modify / change scope, budget, or schedule as necessary of requirements.	✓			
1.02	BASIC	1.02		✓			
1.03	BASIC	1.03		✓			
1.04	BASIC	1.04		✓			
1.05	BASIC	1.05		✓			
1.06	BASIC	1.06		✓			
1.07	BASIC	1.07		✓			
1.08	BASIC	1.08		✓			
1.09	BASIC	1.09		✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
1.10 BASIC	PROJECT ADMINISTRATION & COORDINATION (ALL PHASES)	1.10 Professional Coordination - Funding & Financing Application and Compliance. Assist the Client with securing acceptable financing for the Project and coordinate all documentation as required by funders. Prepare project proposal submission for capital funding and/or financing which includes but is not limited to: confirming Client eligibility, confirmation of project compliance with program guidelines, assisting in site evaluations, assisting in establishing procurement techniques, assembling project team, development of capital budget proforma, development of operating proforma, establishing development schedule, cash flow analysis (including NOI, DCR and subsidy calculations) ensuring sufficient research is conducted to establish project feasibility including need and demand, and assembling information in a format acceptable for submission.	✓			
1.11 BASIC		1.11 Professional Coordination - Professional/Expert Advisory Provide assistance to the design Consultant(s) (Architect or equivalent role) in the coordination and communications between design disciplines which may include: architectural design services; structural, mechanical, electrical, landscape, & civil engineering; interior design; sustainability or LEED consultation; commissioning agents; quantity surveyor or cost estimator; interior design or FF&E (furnishing, fixtures and equipment) selection and procurement; and Contractor.	✓			
1.12 BASIC		1.12 Professional Coordination - Coordinating Work of Separate Contractors – Conduct coordination of contractors in direct contract with the Client. Process individual applications for payment, payment certification, completion and takeover with regard to each contract. Set out in writing the agreed to extent to which coordination services apply in this contract.	✓			
1.13 BASIC		1.13 Professional Coordination - Design and Construction Documents - Provide assistance to Primary Consultant (Architect or equivalent role) in the coordination and communications between design disciplines which may include: architectural design services; structural, mechanical, electrical, landscape, & civil engineering; interior design; sustainability or LEED consultation; commissioning agents; quantity surveyor or cost estimator; and interior design or FF&E (furnishing, fixtures and equipment) selection and procurement.	✓			
1.14 BASIC		1.14 Professional Coordination - General Contractor or Construction Manager – Provide coordination between Contractor and Client. Assist the Client in the processing of individual applications for payment, payment certification, completion and takeover with regard to each contract.	✓			
1.15 BASIC		1.15 Professional Coordination - Marketing - Provide coordination services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	✓			
1.16 BASIC		1.16 Professional Coordination - Marketing - Provide coordination services for any press release, media liaison or events such as ground breaking ceremonies, grand openings or formal public announcements.	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
1.17 BASIC	PROJECT ADMINISTRATION & COORDINATION (ALL PHASES)	1.17 Professional Coordination - Revisions to Construction Documents – <i>Provide assistance to Primary Consultant (Architect or equivalent role) in coordination services when drawings, specifications or other documents need revisions which are:</i> <ul style="list-style-type: none"> a) Caused by instructions that are inconsistent with instructions or written approvals previously given by the Client, including revisions made necessary by adjustments in the Client's program or construction budget, b) Caused by enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents, c) Caused by an interpretation by the authorities having jurisdiction which differs from the architect's interpretation of statutes, regulations, codes and by-laws, which difference the architect could not have reasonably anticipated, or d) Due to changes required as a result of the Client's failure to render decisions in a timely manner 	✓			
1.18 BASIC		1.18 Professional Coordination - Work of Client's Own Forces – <i>Coordinate the work of Client's own forces with that of the general contractor. Set out in writing the agreed to extent to which coordination services apply in section.</i>	✓			
1.19 BASIC		1.19 Project Coordination - Legal Documents required to facilitate acquisition, assembly, or disposition (real estate transactions) : <i>Coordinate legal documents for acquisition, assembly or sales required to facilitate the development, including but not limited to coordination with legal consultant for disclosure statements; closing and conveyance documents.</i>	✓			
1.20 BASIC		1.20 Project Coordination - Legal Documents required to facilitate development . <i>Provide assistance to lawyer in coordination of any legal documents required to facilitate the development, including but not limited title review, subdivision documents; statutory rights-of-way; easements; servicing agreements; lease agreements; air space parcel requirements; and stratification.</i>	✓			
1.21 BASIC		1.21 Project Management - Budget and Proforma . <i>Create a viable pro forma including projected rental rates which meet affordable definitions and meet partnership or funding requirements.</i>	✓			
1.22 BASIC		1.22 Project Management - Approvals . <i>Manage, coordinate and liaise with project team to obtain necessary municipal, regional, provincial and federal approvals to facilitate development including meetings with Staff representatives, officials and officers, health authorities, review boards and committees, and politicians.</i>	✓			
1.23 BASIC		1.23 Project Management - Client Reporting . <i>Prepare and coordinate reports and presentations in status updates to the Client.</i>	✓			
1.24 BASIC		1.24 Project Management - Construction Delivery & Procurement . <i>Assist Client in procurement and delivery method of construction, including, but not limiting to advisory regarding construction contract form (i.e.: design build, design tender, fixed price, etc.) and guiding process compliance with BC Housing Procurement Guidelines for Non-Profit Housing as required.</i>	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
1.25 BASIC	PROJECT ADMINISTRATION & COORDINATION (ALL PHASES)	1.25 Project Management - Construction Delivery & Procurement. Assist Client in the investigation of alternative design approaches. Review alternative construction procurement and delivery methods, relevant contracts and Project implications for risk management, budget and scope management and overall project success.	✓			
1.26 BASIC		1.26 Project Management - Reporting. Create and maintain regular reporting to the Client on property and member development activities, including financial statements for the Client on a minimally quarterly basis until BC Housing's Final Project Commitment approval is issued and monthly thereafter until initial occupancy of the Project is issued by the governing municipality. Financial statements are to be prepared in accordance with Canadian generally accepted accounting principles consistently applied and in keeping with the standards of the industry for similar projects. Financial statements are to be delivered within 10 calendar days of quarter or month end, as the case may be.	✓			
1.27 BASIC		1.27 Project Management - Risk Management. Create and maintain a risk management strategy with milestone reporting to Client.	✓			
1.28 BASIC		1.28 Project Management - Scheduling. Create and maintain work plans with task and timelines to keep projects on track.	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
2.03 BASIC	DESIGN DEVELOPMENT	2.01 Project Management - Analysis of Client's Needs – Review Client's stated objectives for the Project and advise.				
		2.02 Project Management - Initial Evaluation – Prepare and review with Client an initial evaluation of Client's requirements, expectations, budgets, Project site, proposed delivery methodology, procurement methods and other initial Client provided information.				
		2.03 Project Management - Analysis of Project Viability - Review and analyze viability of the project, including qualification for funding or financing opportunities. Review would also include alternative analysis, evaluating design or program concepts with the goal to align delivery methods, cost, schedule, quality, function, aesthetics and performance.	✓			
		2.04 Project Management - Site Selection - Assist Client in finding and acquiring site for the Project.				
		2.05 Project Management - Site evaluation study – Review the site of the project and assess the suitability of the site to accommodate the Client's project. In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.				
		2.06 Due Diligence - Needs and Demand Study. Coordinate services required to complete a Needs and Demand Study.				
		2.07 Due Diligence – Professional Reports – As per specific project needs, assist Client in engaging and coordinating the activities required to complete the following services/reports: <ul style="list-style-type: none"> • Land and/or Building Survey; • Preliminary Geotechnical Report or Soils Report; • Hazardous Materials Report; • Building Conditions Report; • Land Title Review; • Environmental Report; • Archeological review; and • Topographical and/or Arborist Survey. 				
		2.08 Project Management - Site Preparation - Demolition - Provide the coordination of hazardous materials analysis, hazardous materials remediation and/or abatement, demolition of existing buildings and environmental.				
		2.09 Project Management - Site Preparation - Environmental Investigation - Assist and coordinate for the Client the completion of a of a Phase 1 (ESA Ph1), and if applicable, a Phase 2 Environmental Site Assessment (ESA Ph2) to determine extents of Areas of Potential Environmental Concern (APECs) or Areas of Known Environmental Concern (AECs). This includes coordination of contractors and environmental consultants (and/or Ministry of Environment roster agents) to successfully remediate and/or address the reported APECs and AECs and obtain the applicable Certification of Compliance (CoC) or Approval in Principle (AIP).				
		2.10 Project Management - Site Preparation - Environmental Remediation - Assist and coordinate contractors and environmental consultants (and/or Ministry of Environment roster agents) to successfully remediate and/or address the reported APECs and AECs and obtain the applicable Certification of Compliance (CoC) or Approval in Principle (AIP).				
		2.11 Project Management - Comparative studies of prospective sites – Review a number of selected potential sites for the project and assess the suitability of each site to accommodate the Client's project.				

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
2.12 BASIC	PRE-DESIGN / PRE-DEVELOPMENT	2.12 Project Management - Feasibility- Complete project feasibility study. Analyze the reasonable probability of the Client's objectives for the project being reached within the budget allocation and advise on measures to align the project requirements with the budget if in the first instance the expectations are not feasible.	✓			
		2.13 Project Management - Regulatory Review - Assist Client and Client's Consultants in the review of applicable statutes, regulations, codes and by-laws, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licenses and permits may be obtained.				
2.14 BASIC		2.14 Project Management - Scope Management - Assist the Client in reviewing conceptual design and/or design development drawings to confirm its programming and operational requirements are addressed to and are in alignment with the objectives set out by the Client.	✓			
2.15 BASIC		2.15 Project Management - Construction Estimate - Assist the Client in determining a probable construction costs to serve as a construction budget until more detailed estimate of probable costs can be determined (i.e. as design development evolves), based on the building program, site conditions, timing of construction, known industry factors, and building form & typology.	✓			
2.16 BASIC		2.16 Project Management - Pre-construction. Coordinate project pre-construction financing requirements including compiling and submitting requests for payments each month and reconciling such payment.	✓			
		2.17 Project Management - Operational Management Planning - Support the Client in the review of any government funding program's operating agreements and its responsibilities under those agreements if applicable.				
2.18 BASIC		2.18 Project Management - Procurement of Professional Services - Assist the Client in soliciting, receive and evaluate competitive consultant bids and make award recommendations to the Client for the Project.	✓			
2.19 BASIC		2.19 Professional Coordination - Funding & Financing Application and Compliance. Assist the Client with securing pre-development funding.	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
3.03 BASIC	SCHEMATIC DESIGN	3.01 Professional Coordination - Architectural Models – Assist Client in engagement of model builder and coordination of construction of scale models for Client's use.				
		3.02 Professional Coordination - Marketing Documents – Assist Client preparation of promotional presentations.				
		3.03 Professional Coordination - Schematic Design Documents – Based on the mutually agreed upon program of requirements, schedule and construction budget, coordinate for the Client's review and approval, schematic design documents to illustrate the scale and character of the project and how the parts of the project functionally relate to each other as listed below: (insert additional documents as applicable) <ul style="list-style-type: none"> • Site Plan • Spatial Relationship Diagrams • Principal Floor Plans • Building Sections • Elevations • Outline Specifications 	✓			
		3.04 Project Management - Estimate of Probable Construction Cost & Updates to Proforma – Coordinate with Project contractor and/or Project Consultants to update the estimate of probable construction cost based on current area or volume unit costs factored to anticipated time of construction and detail impact to capital budget and proforma for Client.				
		3.05 Project Management - Master Planned Development - Assist Client, and coordinate Project Consultants in the development of a Master Plan for project site in line with project objectives. Note: This is intended for large sites that generally have multiple phases, is mixed use, and has an extensive entitlements approvals process and build out schedule.				
		3.06 Project Management - Update Project Schedule - Update and submit to Client an updated project schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones. *This is not necessarily a detailed construction schedule.				
		3.07 Project Management - Stakeholder Engagement & Consultation - Coordinate and participate in communication and consultation activities with all of: approval bodies (staff and if required, elected officials); identified stakeholders; neighbourhood and community; and general public and manage all Project communications and media so they adhere to BC Housing's media and communication requirements.				
		3.08 Project Management - MILESTONE REVIEW - Review current status of project in relation to objectives including cost, schedule and scope and confirm client approval to be obtained before proceeding to next phase.	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

This Services Matrix as part of the BC Housing Development Consultant Services Contract is not intended to be used to engage for professional design services, nor is it meant to replace any form of contract that exists under a professional standard that governs professional design/engineering services. The matrix is specifically for the purposes of defining a Development Consultant's scope of work. The purpose of assigning scopes to team members by 'ticking' the column is to ensure that redundancy is kept to a minimum and that value is expressed through the resultant fees. For tasks or services not covered in this Schedule A – Services Matrix, please see Part F of the Agreement.

The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
4.01 BASIC	DESIGN DEVELOPMENT	4.01 Project Management - Approvals. <i>Manage, coordinate and liaise with project team to obtain necessary municipal, regional, provincial and federal approvals to facilitate development including meetings with Staff representatives, officials and officers, health authorities, review boards and committees, and politicians. Services should estimate time involved based on average processing times by specific municipality and complexity of design review and approvals process (i.e.: not all municipalities have Urban Design Panels)..</i>	✓			
4.02 BASIC		4.02 Project Management - Approvals - Coordinate and participate in community meetings and consultations to build support for housing proposals including liaising with municipal planning staff, neighbourhood organizations and local elected officials.	✓			
4.03 BASIC		4.03 Project Management - Approvals Strategy - Strategize with Client and Client consultants to determine approvals process and sequence (i.e.: Staged Building Permit, staged Occupancy Permit)	✓			
		4.04 Project Management - Continue Review of Applicable Statutes, Codes etc. – Review applicable statutes, regulations codes and by-laws as the design of the project is developed <i>and that the applicable professional or member of the project team is assigned to review.</i>				
		4.05 Project Management - Design Review - Assist Society in monitoring the project design at 50%, 75% and pre-tender stages to manage the needs of the Client and BC Housing, cross referencing to the required (as required) level of adherence to BC Housing Design Guidelines.				
		4.06 Project Management Estimate of Probable Construction Costs & Updates to Proforma - Coordinate with Project contractor and/or Project Consultants to update the estimate of probable construction costs based on current area or volume unit costs factored to anticipated time of construction and detail impact to capital budget and proforma for Client.				
		4.07 Project Management - Update Project Schedule - Update and submit to Client an updated project schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.				
4.08 BASIC		4.08 Project Management - MILESTONE REVIEW - Review current status of project in relation to objectives including cost, schedule and scope and confirm client approval to be obtained before proceeding to next phase.	✓			

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
5.01 BASIC	WORKING DRAWING PHASE Construction Documents Phase	5.01 Professional Coordination - Client's Operations Plan - Assist Client to establish post construction operating management plan in accordance with Client's objectives and, if applicable BC Housing Operator or Operating Agreement.	✓			
		5.02 Project Management - Value Engineering - Co-ordinate value engineering workshops at various milestone stages of design when scope, budget and/or schedule risks are identified and mitigation is required.				
		5.03 Project Management - Design Review - Assist Society in monitoring the project design at 50%, 75% and 100% completion manage the needs of the Client and BC Housing, cross referencing to the required (as required) level of adherence to BC Housing Design Guidelines.				
		5.04 Professional Coordination - Prepare Bidding Requirements and Construction Contract Conditions - Obtain instructions from and advise Client on the preparation of the necessary bidding requirements, bid forms, and form of Construction Contracts. If applicable, advise Client of BC Housing's Non-Profit Housing Procurement Guidelines. This includes assisting the Client in determining the construction procurement methodology.				
		5.05 Professional Coordination - Contractor Procurement (Pre-Qualification) - Assist Client with Pre-qualification of Bidders – Prepare parameters of pre-qualification process, advise participants of rating criteria. Receive responses from interested parties, prepare analysis spread sheet and report results to Client for decision, assemble and provide bid documents to bidders, monitor enquiries in regard to bid requirements.				
		5.06 Professional Coordination - Contract Documents - (Preparation of Construction Contract Documents) – Assemble construction contracts and related documents for signature by the contracting parties.				
5.07 BASIC		5.07 Professional Coordination - Contract Documents - (Revision of Documents to Incorporate Addenda) – Confer with Client, receive instructions and prepare contract documents incorporating relevant addenda information into composite documents.	✓			
5.08 BASIC		5.08 Professional Coordination - Contractor Procurement (Negotiations) - Assist Client with construction contract negotiations	✓			
		5.09 Professional Coordination - Contractor Procurement (Alternative Prices) - Identify and specify requirements for alternative prices to be submitted with bids.				
		5.10 Professional Coordination - Contractor Procurement (Unit Prices) - Identify and specify requirements for unit prices to be submitted with bids.				
		5.11 Professional Coordination - Contractor Procurement - Coordinate contractor's pre-bid conference or meeting.				

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
WORKING DRAWING PHASE	Bidding / Negotiation Phase	5.12 Bidding Phase - Pre-qualification of Bidders - Prepare request for pre-qualifications, receive and coordinate responses from interested parties, and assist Client in evaluating responses.				
		5.13 Bidding Phase - Calling for Bids - Arrange and manage the process for public or invitational call for bids and distribution of bid documents.				
		5.14 Bidding Phase- Pre-Bid Meetings - Organize and coordinate pre-bid meetings for bidders.				
		5.15 Bidding Phase - Inquires - Assist the architect and/or coordinating professional in order to respond to and address questions raised by bidders during the bid period.				
		5.16 Bidding Phase - Addenda - Assist the architect and/or coordinating professional in order to prepare and issue addenda during bid period and before the award of the Construction Contracts.				
		5.17 Bidding Phase - Bid Receipt and Review and Evaluation - Assist the architect and/or coordinating professional in order to arrange for receipt of bids, opening of bids and review of bids, and assist the Client in the evaluation of the bids.				
		5.18 Bidding Phase - Contractor Negotiations - Assist Client with construction contract negotiations				
		5.19 Bidding Phase - Bonds and Insurance - Assist the architect and/or coordinating professional in order to receive bonds and insurance documents for Client's review and acceptance. Advise Client for compliance with BC Housing Supplementary General Conditions.				
		5.20 Bidding Phase - Assembly of Construction Contract - Assist the architect and/or coordinating professional in order to assemble Construction Contract for legal review and signature by the Contracting Parties.				
		5.21 Project Management - Approvals . Manage, coordinate and liaise with project team to obtain necessary municipal, regional, provincial and federal approvals to facilitate development including meetings with Staff representatives, officials and officers, health authorities, review boards and committees, and politicians.	✓			
5.21 BASIC	Project Management	5.22 Project Management - Estimate of Probable Construction Cost & Updates to Proforma – Coordinate with Project contractor and/or Project Consultants to update the estimate of probable construction cost based on current area or volume unit costs factored to anticipated time of construction and detail impact to capital budget and proforma for Client.				
		5.23 Project Management - Update Project Schedule - Update and submit to Client an updated project schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.				
		5.24 Project Management - MILESTONE REVIEW - Review current status of project in relation to objectives including cost, schedule and scope and confirm client approval to be obtained before proceeding to next phase.	✓			
5.24 BASIC						

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
6.05 BASIC	CONSTRUCTION PHASE Contract Administration	6.01 Administration - Claims and Invoicing - <i>Compile and submit</i> construction claims each month during construction.				
		6.02 Administration - Accounting - <i>Manage the collation and preparation</i> so that all advances are properly made and can be accounted for, submitting a cover sheet to all claims showing expenditures to date in relation to approved Capital Budget.				
		6.03 Professional Coordination - Construction Contract Administration - <i>Receive Proof of Workers' Compensation Board Certificates, Bonds and Insurance Policies.</i>				
		6.04 Professional Coordination - Construction Contract Administration - <i>Receive Statutory Declaration from contractor confirming that all payments to sub contractors from all previous claims have been paid accordingly.</i>				
		6.05 Professional Coordination - Construction Kick Off Meeting - <i>Coordinate</i> construction kick off meeting with Society, Lender, CI, GC, Architect, etc. to review contract administration expectations. Where applicable, assist the architect and/or coordinating professional with coordination and administration.	✓			
		6.06 Professional Coordination - Consultation Services during Construction - <i>Coordinate and attend</i> monthly site meetings to manage appropriate Client representation. Where applicable, assist the architect and/or coordinating professional with coordination and administration.	✓			
		6.07 Professional Coordination - Commissioning - Assist Client in the development of a viable Project Commissioning plan and ensure completed including reporting.				
		6.08 Professional Coordination - Contract Documents - Supplemental Details and Instructions - <i>Assist</i> in the preparation and issuance of additional documents and supplemental instructions as required for clarification of the requirements of the contract documents. Where applicable, assist the architect and/or coordinating professional with coordination and administration.				
		6.09 Project Coordination - Change Notices/Orders and Change Directives – <i>Assist</i> the Client in the review of all Change Notices and Change Directives in relation to the scope schedule or budget of the Project.	✓			
		6.10 Project Coordination - Requests for information (RFI's) – <i>Assist</i> in the response for the requests for information from contractors and process accordingly. Where applicable, assist the architect and/or coordinating professional with coordination and administration.	✓			
		6.11 Project Coordination - Evaluating Contractor's Proposed Substitutions – <i>Assist</i> Client in evaluating substitutions proposed by the contractor.				

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
6.12 BASIC	Field Administration	6.12 Administration - Site Meetings – Assist the Architect and/or coordination professional site meetings with contractor, major sub-contractors and consultants, where appropriate, to review the progress of the Work.	✓			
		6.13 Administration - Field Review – Provide field review/general review services.				
		6.14 Professional Coordination - Deficiencies – Ensure that deficiencies are corrected and occupancy occurs according to schedule.				
		6.15 Professional Coordination - Inspection & Testing Services – <i>Support the Architect and/or coordination professional's</i> ensuring contractor follows inspection and testing as required by the construction contract, were appropriate, observe the contractor's performance of testing and receive and review their reports and report to Client				
		6.16 Professional Coordination - Off-Site Review of Manufactured Products – If off site review is required of major components, prefabrication sites etc., attend at these sites and perform general review to extent necessary to comply with general review services requirements.				
6.17 BASIC		6.17 Project Management - Consistency to Client's Vision – <i>Support the Architect and/or coordination professional's</i> ensuring the project is constructed according to contract documents, including drawings, specifications, within budget and schedule.	✓			
6.18 BASIC	Project Management	6.18 Project Management - Approvals . Manage, coordinate and liaise with project team to obtain necessary municipal, regional, provincial and federal approvals to facilitate development including meetings with Staff representatives, officials and officers, health authorities, review boards and committees, and politicians.	✓			
		6.19 Project Management - Construction Cost, Cash Flow & Updates to Proforma – Coordinate with Project contractor and/or Project Consultants to update the construction cost based on current area or volume unit costs factored to anticipated time of construction and detail impact to capital budget and proforma for Client. Receive construction schedule and projected cash flow schedule, review against Client's anticipated construction duration and report to Client.				
		6.20 Project Management - Update Project Schedule – <i>Update and submit</i> to Client an updated project schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.				
		6.21 Project Management - Substantial Completion - Assist Client in monitoring schedule and contractor performance including substantial completion and occupancy.				
		6.22 Project Management - MILESTONE REVIEW - Review current status of project in relation to objectives including cost, schedule and scope and confirm client approval to be obtained before proceeding to next phase.	✓			
6.22 BASIC						

SCHEDULE A - SERVICES MATRIX

Instructions:

Parties to the Development Consultant Services Agreement, using this Schedule A - Services Matrix as a scope guide are to indicate via a check mark (•) in the applicable box for the services to be provided by the Development Consultant, by Others, by the Client, or indicate that that service is not applicable.

Consultants engaged by the Development Consultant for the Project

In the event that Consultants Services are completed by a Consultant (i.e.: a sub-consultant) engaged by the Development Consultant for the Project, the service should be indicated as the responsibility of the Development Consultant, and a check mark (•) should be entered into the corresponding box under the "Development Consultant Services" column.

Consultant engaged by the Client for the Project

In the event that services are completed by a consultant engaged by the Client for the Project, the service should be indicated as the responsibility of Others, and a check mark (•) should be entered into the corresponding box under the "Provided by Others" column.

Notes:

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The Services Identified to be provided by the Development Consultant in this Schedule A - Services Matrix are in addition to any Consultant Services to be provided by the Development Consultant in the main body of the Development Consultant Services Agreement.

Project Name:
Project Address:
Client Name:

BASIC SERVICES	STAGE	DESCRIPTION	DEVELOPMENT CONSULTANT SERVICES	CLIENT'S RESPONSIBILITIES	PROVIDED BY OTHERS	NOT APPLICABLE
7.05 BASIC	POST CONSTRUCTION	7.01 Project Management - Takeover Procedure – Arrange for takeover of the project by the owner (Client), including demonstration of operating equipment, handover of maintenance manuals and replacement parts as specified				
		7.02 Project Coordination - Client's Maintenance Procedures Instruction – At the completion of construction and in accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, consultants to conduct maintenance procedures Instructions the Client's building maintenance personnel.				
		7.03 Project Coordination - Manuals and Documentation – At the completion of construction and in accordance with the terms and conditions of the contract between the owner and the contractor, coordinate the receipt from the contractor the operating manuals as specified, and turn them over to the Client.				
		7.04 Project Coordination - Record Drawings - At the completion of construction and in accordance with the term and conditions of the contract between the owner and the contractor, coordinate the receipt from the contractor and Consultants all as-built and record drawings and coordinate turn over to the Client.				
		7.05 Project Coordination - Project Close Out – Assist at the end of construction provide services in accordance with the standard provisions of the province or governing authority for the takeover of the project by the Client.	✓			
		7.06 Project Coordination - Systems Demonstrations – At the completion of construction and in accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, consultants to conduct systems demonstrations for the Client's operations personnel.				
		7.07 Project Coordination - Tenancy & Occupancy - Assist Client with tenancy strategy which may include familiarity with local Housing Registries, income testing and Rental Tenancy Agreements.				
		7.08 Project Management - Maintenance and Improvement - Assist Client in developing a Maintenance and Improvement schedule for Operations.				
		7.09 Project Management - Financial Close Out - Provide a final capital cost statement to the Client.				
		7.10 Project Management - Mortgage Preparation (Interest Adjustment Date) - Assist Client in completing documents for take-out mortgage when required.				
		7.11 Project Coordination - Other Legal Documents - Assist Client with the completion of other legal documents to complete the development, including but not limited to the registration of specified encumbrances; final strata plans or other registered documents.	✓			
		7.12 Project Management - Twelve Month Warranty Review –Prior to the end of the period of one year following the date of Substantial Performance of the Work, coordinate owner, contractor and architect to review any defects or deficiencies which have been reported or observed during that period, and notify to the contractor is made in writing of those items requiring attention by the contractor and agree on a schedule to complete the Work in accordance with the contract between the owner and contractor.	✓			

SCHEDULE B – Development Consultant Services Fee

Development Consultant Fees should be indicative of the Services Matrix and the applicable services provided by the Development Consultant. The following fee schedule should be in substantial accord with the services included in Schedule A.

Determining Fees based on basic Services in the Service Matrix

See Service Matrix for list of basic services in Schedule A. Recommended fees are calculated on the Gross Capital Budget (excluding land costs) as follows:

- 4.80% on First \$2,000,000 of value or part thereof
- 2.00% on next \$2,000,000 of value or part thereof
- 1.00% on next \$4,000,000 of value or part thereof
- 0.50% on next \$8,000,000 of value or part thereof
- Fee maximum of \$216,000 for value above \$16,000,000

Determining Fees based on all Services in the Service Matrix

See Service Matrix for list of all services in Schedule A. Recommended fee guidance is calculated on the Gross Capital Budget (excluding land costs) as follows:

- 5.00% on First \$2,000,000 of value or part thereof
- 4.00% on next \$5,000,000 of value or part thereof
- 2.00% on next \$10,500,000 of value or part thereof
- 1.00% on next \$7,500,000 of value or part thereof
- 0.65% on next \$20,000,000 of value or part thereof
- 0.50% on next \$20,000,000 of value or part thereof
- 0.25% of value in excess of \$65,000,000

Determining Fees based on a portion of the Service Matrix

In Development Consultant Services Agreements where the Development Consultant is not providing all services outlined in the Service Matrix, adjustments are recommended in proportion to the number of service items that are provided. Fees are calculated on the Gross Capital Budget (excluding land costs) as follows:

1. Count the number of service items provided by the Development Consultant from the Service Matrix
2. Subtract 57 the number of service items provided and divide that number by 64 to calculate the “Service Ratio”
3. Calculate the fee based on all Services in the Service Matrix
4. Calculate the fee based on basic Services in the Service Matrix
5. Subtract the “Basic Services” fee from the “All Services” fee to calculate the “Fee Delta”
6. Calculate the Fee by multiplying the Service Ratio by the Fee Delta then adding that number to the calculated basic services fee

$$\text{Service Ratio} = \frac{(\text{number of service items} - 47)}{74}$$

$$\text{Fee Delta} = (\text{fee for all service items} - \text{fee for basic service items})$$

$$\text{Fee} = \text{fee for all services} - (\text{Service Ratio} \times \text{Fee Delta})$$

Alternative Methods for Determining Fees

In instances where there is no valid relationship between the scope of services and the capital budget, Time Basis fees may be considered. Time-basis fees are appropriate for partial scopes of work or additional services. It may be appropriate to utilize time-basis fees at early stages of project until a conceptual plan is formed. Once a relationship between scope of services and capital budget can be established, fee calculations can be completed, and time-basis fees can be absorbed into the project fee. Recommended hourly fees are as follows:

- \$175 / hr for Principal
- \$125 / hr for Development Professionals
- \$80 / hr for Staff or Administrative

SCHEDULE C – Reimbursable Expenses

1. Overview

The party providing the services (the “Supplier”) to the British Columbia Housing Management Commission or another entity under a British Columbia Housing Management Commission funded program (the “Client”) is eligible for reimbursement of qualified expenses (the “Reimbursable Expenses”) as identified herein. Reimbursable Expenses are limited to those expenses incurred by the Supplier as a direct result of its contractual obligations to the Client. Reimbursable Expenses will be claimed at the Supplier’s cost, without mark-up, unless stated otherwise.

The Supplier may submit a claim, no more frequently than monthly, for payment of Reimbursable Expenses. The claim must include legible photocopies of receipts that have been paid in full by the Supplier. For audit purposes, the Supplier must retain the original receipts for a minimum of one (1) year after the contract completes. Any overpayments to the Supplier will be returned to The Client immediately. Substantial errors in any claim made by the Supplier which, causes an overpayment to the Supplier, will constitute default by the Supplier and may result in termination.

2. General

- 2.1. Where Reimbursable Expenses are required in the performance of the contract, the Supplier shall utilize the most economical options.
- 2.2. Detailed information must be included with Supplier’s claims, such as but not limited to: kilometers, purpose of travel, personnel, origin and destination.
- 2.3. Private vehicle travel will be authorized by the Client’s contract administrator on a case by case basis.
- 2.4. Expenses over one-hundred and fifty dollars (\$150.00) must be authorized by the Client’s contract administrator prior to the Supplier conducting the transaction.
- 2.5. Expenses not included in the “Eligible Reimbursable Expenses” list are not eligible for reimbursement.

3. Eligible Reimbursable Expenses

The following are eligible Reimbursable Expenses:

- 3.1. Airfare
 - 3.1.1. Only economy airfare will be reimbursed.
- 3.2. Rental Vehicle
 - 3.2.1. Approved car rental agencies and maximum rates for each community are listed on the Daily Vehicle Rental Suppliers By Community Spreadsheet located here: [Daily Vehicle Rental CSA Rates](#). Other agencies are to be used only when these agencies cannot supply vehicles.

- 3.2.2. CDW/LDW (Collision/Loss Damage Waiver) will be reimbursed only when renting from a company not on the Daily Vehicle Rental Suppliers By Community Spreadsheet.
- 3.3. Personal Vehicle Mileage
 - 3.3.1. Personal vehicle mileage must be pre-approved by the Client's contract administrator and will be reimbursed at the current British Columbia Housing Management Commission rate/km in effect at the date of travel.
 - 3.3.2. \$0.55 per kilometer (as of Apr2019).
- 3.4. Parking
 - 3.4.1. Parking to attend meetings and events away from the Suppliers office.
- 3.5. Transit
 - 3.5.1. Bus, skytrain or taxi are reimbursable provided it is more economical than a rental vehicle or personal vehicle use.
- 3.6. Accommodation
 - 3.6.1. As part of the Corporate Supply Arrangement (CSA) with the Province of BC, the Supplier is eligible to utilize the government rate as set out in the Accommodation Guide: <http://csa.pss.gov.bc.ca/businesstravel/>.
 - 3.6.2. Approved hotel and the maximum rates that may be claimed for rooms and supplementary items are listed in the Accommodation Guide.
 - 3.6.3. Only the single government rates will be reimbursed.
 - 3.6.4. Process:
 - Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
 - Ensure the expectations of Client's contract administrator are clarified regarding the price of accommodation before travel takes place.
 - Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.
 - If hotels listed in the guide are unavailable due to an exceptional or emergency situation, pre-approval must be obtained from the Client's contract administrator and attached to the claim.
- 3.7. Meals
 - 3.7.1. Per diem meal allowances may be claimed which must not exceed \$48.00 per day while on approved travel, per diems will be pro-rated based on cut-off times.
 - Breakfast \$11.75
 - Lunch only \$13.50
 - Dinner only \$22.75
 - 3.7.2. The below cut-off times will be used to determine the applicable per diem(s) to be claimed. If travel starts after the cut-off time or travel ends before the cut-off time a per diem will not apply for the meal outside the cut-off time.
 - Breakfast 7:00 a.m.
 - Lunch 12:00 noon
 - Dinner 6:00 p.m.
- 3.8. Communication and Shipping
 - 3.8.1. Long distance telephone and facsimile charges.
 - 3.8.2. Courier service.

3.9. Printed Documents

3.9.1. The Supplier shall provide, at no additional cost, the requested number of drawings, plans, schedules, graphic representations, specifications, models, mock-ups and other similar documents indicated in the contract. The Suppliers will provide additional sets of drawings/plans at the request of the Client's contract administrator at cost.

3.10. Permits and Authorizations

3.10.1. Fees, levies, duties or taxes for permits, licenses or approvals from authorities having jurisdiction.

4. Ineligible Expenses

The following are not eligible for reimbursement:

- 4.1. All travel located within a 50-km radius from the Supplier's home and offices.
- 4.2. Preparation for travel (i.e. booking time, packing, waiting).
- 4.3. Law violations or penalties.
- 4.4. Tips.
- 4.5. Automobile Insurance and Personal Accident Insurance.
- 4.6. Rental Vehicle Mileage.

- END -

SCHEDULE D – Conflict of Interest Guidelines for Development Consultants

A. Introduction

These Conflict of Interest Guidelines for Development Consultants (these "**Guidelines**") apply to the Development Consultant, its sub-consultants and all of their respective shareholders, directors, officers, agents, authorized representatives or employees.

The purpose of these Guidelines is to ensure that no Development Consultant, sub-consultant or any of their respective shareholders, directors, officers, agents, authorized representatives or employees (each a "**Consultant**") performing duties in connection with the delivery, management or administration of a housing project funded, financed or facilitated by BC Housing and its agent Provincial Rental Housing Corporation (together referred to herein as "**BC Housing**") has a real, potential or perceived conflict of interest.

BC Housing has a duty to ensure, and is accountable for, the prudent spending of public money. Pursuant to that duty, BC Housing must be scrupulous to ensure that no such conflict of interest, whether real, potential or perceived, exists.

Capitalized words and phrases have the meanings set out in the Agreement, unless otherwise defined herein.

B. Conflict of Interest

A Consultant to a Project has a conflict of interest when his/her/its business or personal interests are in actual, potential or perceived conflict with the duties which he/she/it has agreed to perform for the Client in connection with the Project.

As a Consultant, your business or personal interests are in conflict when you, or someone who is a "**related person**" (as defined below) to you, directly or indirectly receives or may receive a benefit in addition to any compensation received for, or any reimbursement for expenses incurred by you in, performing your duties as a Consultant for the Project.

You must avoid any situation that could result in a real or potential conflict of interest or the appearance of a conflict of interest.

Situations where you as a Consultant would have a real, potential or perceived conflict of interest include, but are not limited to, the following situations:

1. Where a person, firm or corporation (a "**Contractor**"):
 - (a) sells or leases or assists in the sale or lease of real or personal property to BC Housing or the Client, or
 - (b) performs duties or provides services to BC Housing or the Client in connection with the Project, and:
 - i. you or a related person are that Contractor;
 - ii. you or a related person are a director or officer or hold a senior management position with that Contractor;

- iii. you or a related person are a shareholder of that Contractor or have the right to become a shareholder;
- iv. you or a related person are a partner in that Contractor or have the right to become a partner in that Contractor;
- v. you or a related person hold or have the right to acquire, or have an interest in or the right to acquire an interest in, any stock, bond, debenture or security of or granted by that Contractor; or
- vi. you or a related person has any business, financial, personal or familial relationship with a director, officer or senior management person of that Contractor.

2. Where you or a related person own or have the right to acquire real or personal property in which BC Housing or the Client has, or will be acquiring, an interest for the Project.
3. Where you or a related person engage or attempt to engage in any personal business transaction or private arrangement for personal profit which arises because of your position as a Consultant for a Project, including but not limited to, because of Confidential Information which you acquire by reason of your position on the Project.
4. Where you or a related person have any interest or contractual arrangement with any other person, firm or corporation which supplies goods or services for the Project.

The term "**related person**" means a person who has a family connection or business association with a Consultant such that:

- (a) a transaction between BC Housing or the Client and the person would confer a benefit upon the Consultant, or
- (b) the relationship might affect, or give the appearance of affecting, the Consultant's ability to act impartially on behalf of the Project.

Some conflict of interest situations are fairly clear. For example, your spouse must not benefit personally from the sale or lease of land to BC Housing or to the Client. On the other hand, a conflict of interest may not always be immediately apparent. For example, you may be in conflict of interest if your spouse receives a commission for selling product in the usual course of their employment to BC Housing or the Client.

If you are uncertain as to whether or not a matter rises to the level of a conflict of interest, you are to raise the matter with the Client and the Director, Development Services of BC Housing for determination and if it is so determined by either the Client or BC Housing that there is a real, potential or perceived conflict of interest, the conflict of interest shall be reported to the Client and BC Housing immediately in accordance with these Guidelines.

The Client and BC Housing require that you immediately report all real, potential or perceived conflicts of interest in respect of the Project to the Client and BC Housing in

accordance with these Guidelines. Failure to do so will constitute a Major Default by the Development Consultant under the Agreement.

C. Declaration Re Conflict of Interest

Prior to the Client entering into the Agreement with the Development Consultant with respect to the Project, the Development Consultant must:

1. provide a copy of these Guidelines to, and obtain from, each Consultant who is working, or may in the future work, on the Project, a written acknowledgment (an "**Acknowledgement**") that he/she/it has read and understands and agrees to comply with these Guidelines; and
2. complete, declare and deliver a statutory declaration (the "**Declaration**") in the form attached as Exhibit 1 to these Guidelines to the Client and a copy must be provided to BC Housing, to the attention of the Director, Development Services.

The Development Consultant must also provide a copy of these Guidelines to, and obtain an Acknowledgement from, any person who becomes a Consultant during the term of the Agreement.

It is not necessary to provide a copy of the Acknowledgements to the Client or BC Housing unless requested to do so. Acknowledgements must be retained by the Development Consultant for a period of two years following the termination of the Agreement.

If a real, potential or perceived conflict of interest of a Consultant arises during the term of the Agreement, the Consultant is required to immediately report same to the Development Consultant and the Development Consultant is required to promptly complete, declare and deliver a new Declaration disclosing the conflict of interest to the Client and a copy must be provided to BC Housing, to the attention of the Director, Development Services.

If any Consultant has a conflict of interest which has not been disclosed as required by these Guidelines and the Client or BC Housing becomes aware of it, the Development Consultant is required to immediately complete, declare and deliver a new Declaration disclosing the conflict of interest to the Client and a copy must be provided to BC Housing, to the attention of the Director, Development Services.

The Development Consultant must disclose all relevant information regarding the conflict of interest in the comprehensive description attached as Schedule "A" to the Declaration. The Development Consultant will provide any additional information requested by the Client or BC Housing.

Failure of the Development Consultant to immediately disclose a conflict of interest of a Consultant, whether real, potential or perceived, is a Major Default of the Development Consultant under the Agreement.

The Development Consultant must also promptly complete, declare and deliver a new Declaration to the Client and a copy must be provided to BC Housing, to the attention of the

Director, Development Services, at any time upon request of either the Client or BC Housing.

E. Conflict of Interest Assessment

The Client and BC Housing will review all conflict of interest or potential conflict of interest situations on a case-by-case basis and may authorize the Consultant to proceed with certain transactions provided they are fair and reasonable to the Consultant, BC Housing and the Client.

You may not proceed with the proposed matter giving rise to a conflict of interest or receive any payment in connection therewith without the express written consent of the Client and BC Housing.

The Client and BC Housing may or not approve the Consultant proceeding with a transaction and/or receiving payment in their discretion.

Exhibit 1 to SCHEDULE D - Conflict of Interest Guidelines for Development Consultants

To be delivered to the Client and BC Housing

STATUTORY DECLARATION

CANADA) IN THE MATTER OF THE PROJECT LOCATED AT:
PROVINCE OF) _____
BRITISH COLUMBIA) [Address] (the "Project")

TO WIT:

I, _____, of _____,
(Print Name) (Address)
_____, British Columbia, do solemnly declare that:
(Municipality)

1. I am the _____ [position held] of _____ [name of the Development Consultant] (the "**Development Consultant**") and as such have personal knowledge of the matters herein.
2. The Development Consultant has been retained by _____ [name of Client] (the "**Client**") to provide development consulting services to the Project pursuant to an Agreement dated _____ [date].
3. The Development Consultant has retained third party consultants (the "**Third Party Consultants**") to assist in the delivery of the development consulting services to the Project.
4. I have obtained from each of the directors, officers, shareholders, agents, authorized representatives and employees of the Development Consultant and the Third Party Consultants who are working, or may in the future work, on the Project, a written acknowledgment that he/she/it has read and understands and agrees to comply with the Conflict of Interest Guidelines for Development Consultants (the "**Guidelines**") attached hereto.¹
5. To the best of my knowledge, information and belief, after having made due enquiry, no director, officer, shareholder, agent, authorized representative or employee of the Development Consultant or any Third Party Consultant has, as of the date of this declaration, a real, potential or perceived conflict of interest as contemplated by the Guidelines in connection with the Project, except:

1 Attach a copy of the Conflict of Interest Guidelines for Development Consultants.

	Initial as applicable:	
1.		Not applicable, there are no conflicts of interest. ²
2.		As set forth in Schedule "A" attached hereto. ³

I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath pursuant to the Canada Evidence Act.

I make this solemn declaration in support of a request for the Client and BC Housing to approve the matter giving rise to the conflict of interest set forth on Schedule "A" attached hereto. [Delete this sentence if not applicable]⁴

DECLARED BEFORE ME at _____, in the _____
Province of British Columbia, the _____ day of _____
_____, 20_____.)

Signature

A Commissioner for taking Affidavits within British Columbia

Print Name

A Notary Public in and for the Province of British Columbia

If there are no conflicts of interest to be declared, initial the first box "Not applicable".

³ If there are conflicts of interest to be declared, initial the second box "As set forth in Schedule "A" attached. Then attach as Schedule "A", a **comprehensive description** of such conflicts.

4 If there are no conflicts of interest and no approvals being sought from the Client and BC Housing, delete this sentence.

SCHEDULE "A" TO EXHIBIT 1 OF THE CONFLICT OF INTEREST GUIDELINES⁵

DETAILS OF THE CONFLICT OF INTEREST⁶ ⁷

⁵ This Schedule "A" need only be attached if there is a conflict of interest being declared.

⁶ Include a comprehensive description of all relevant information pertaining to any real, potential or perceived conflicts of interest.

⁷ Attach on separate pages if necessary.

SCHEDULE E - Definitions

In the *Agreement*, the following words and phrases have the meanings indicated:

- a) "**Additional Services**" means the additional services that may be provided by the *Development Consultant* to the *Client* pursuant to a *Change Order*;
- b) "**BC Housing**" means *British Columbia Housing Management Commission*;
- c) "**Change Order**" has the meaning ascribed to it in Section F11;
- d) "**Change Request**" has the meaning ascribed to it in Section F10;
- e) "**Claims**" has the meaning ascribed to it in Section I3;
- f) "**Client**" means party listed under Section A2;
- g) "**Client Default Notice**" has the meaning set out in Section AA1 .1;
- h) "**Client Services**" means the services to be provided by the *Client* as set forth in Section D1;
- (h) "**Confidential Information**" means all information that *Discloser* discloses or makes available to the *Recipient*, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The existence and the terms and conditions of this *Agreement*, (including the Fee and other terms set forth in all *Change Orders*) are *Confidential Information*;
- i) "**Construction Consultants**" means the third party construction consultant engaged by the *Client* to provide advice with respect to the construction of the *Project*;
- j) "**Consultant Services**" means the services to be provided by the *Development Consultant* to the *Client* as set forth in Section B1;
- k) "**Consultants**" means the third party consultants retained by the *Development Consultant* as listed in Section B7;
- l) "**Contractor**" means the third party contractor engaged by the *Client* to construct the *Project*;
- m) "**Design Consultant**" means the third party design consultant engaged by the *Client* to provide design plans for the *Project*;
- n) "**Development Consultant**" means the party listed under Section A4;

- o) "**Discloser**" means a party that discloses or otherwise makes available *Confidential Information*;
- p) "**Fee**" means the fee payable to the *Development Consultant* as set out in Section C1;
- q) "**Guidelines**" means the *Conflict of Interest Guidelines for Development Consultants* set out in SCHEDULE E;
- r) "**IT Threat**" has the meaning ascribed to it in Section B18;
- s) "**Key Personnel**" means the person(s) listed under Section A7;
- t) "**Major Default**" means a breach by the *Development Consultant* of its obligations under the *Agreement* such that it is considered to be a breach of a material term of this *Agreement* giving rise to the remedies of the *Client* under Section G2. It being understood and agreed that the breaches identified in the *Agreement* as a *Major Default* are not meant to be the only breaches that are a breach of a material term of the *Agreement*;
- u) "**Other Consultants**" means the third party contractors, including the *Design Consultant*, the *Construction Consultant* and the *Contractor*, engaged by the *Client* to provide services in connection with the *Project*;
- v) "**Others**" has the meaning ascribed to it in SCHEDULE A - SERVICES MATRIX;
- w) "**Others Services**" has the meaning ascribed to it in SCHEDULE A - SERVICES MATRIX;
- x) "**Personal Information**" means any information about an identifiable individual, including such individuals' name, address, email address, phone number, age, gender, credit card numbers and financial information, that is collected by or accessible to the *Development Consultant* in the course of performing its obligations under the *Agreement*, including any such information relating to the *Client's* employees and members of the public that the *Client* serves;
- y) "**Phase**" means the relevant phase or section of the *Consultant Services* as set out in Section C2;
- z) "**Place of Work**" means the located described under Section A5;
- aa) "**Privacy Law**" has the meaning ascribed to it in Section J4;
- bb) "**Project**" means the project described under Section A4;
- cc) "**Rates**" means the rates set out in SCHEDULE B -CONSULTANT SERVICES FEE AND RATES;

- dd) "**Recipient**" means a party receiving *Confidential Information*;
- ee) "**Reimbursable Expenses**" means those eligible expenses incurred by the *Development Consultant* in connection with the *Project* that fall within those items listed in paragraph 3 of SCHEDULE C - REIMBURSABLE EXPENSES and are approved by the *Client* acting reasonably;
- ff) "**Release Date**" has the meaning ascribed to it in Section F9;
- gg) "**Requested Changes**" has the meaning ascribed to it in Section F10;
- hh) "**Step-In Notice**" means a written notice from *BC Housing* to the *Development Consultant* stating that *BC Housing* agrees to assume all the rights and obligations of the *Client* under the *Agreement*, including any liabilities for outstanding payment, and to otherwise take over the *Agreement* from the *Client*;
- ii) "**Substantial Performance**" has the meaning ascribed to it in the construction contract for the *Project*, with the *Contractor*;
- jj) "**Total Performance**" has the meaning ascribed to it in the construction contract for the *Project*, with the *Contractor*,

Frequently Asked Questions

Supplementary General Conditions (SGCs) to a Standard Form of Contract



Can Supplementary General Conditions be used to modify the form of agreement for non-BC Housing funded programs? Yes.

The “conditions” or General Conditions of the BC Housing Development Consultant Services Contact 2020 form was intended to address a broad range of fundamental project activities, duties and responsibilities associated with a typical BC Housing funded project as well as the corporate expectations for engagement of consultancies when working with BC Housing.

Generally, in many standard forms contracts (e.g.: CCDC construction contracts) Supplementary General Conditions (SGCs) provide a vehicle for modifying General Conditions to reflect specific project, client and consultant needs. SGCs must be properly incorporated into a contract in order to form part of the contract.

Who should prepare my Supplementary General Conditions (SGCs)?

Contract language not only has meaning specific to a clause as a stand alone description or condition, often the many terms and conditions of a contract interrelate and influence meaning and interpretation of a contract as a whole. As such, it is highly recommended that anyone contemplating the changes to any standard form of contract for their own specific needs, seek out legal counsel to discuss specific wording, requirements and the overall needs of the contract and any intended changes.

How are Supplementary General Conditions incorporated into contracts?

SGCs must be properly incorporated into the contract documents and reflect an appropriate priority in relation to the other parts of the contract to ensure they provide the rights and obligations intended.

What happens when the terms of the Supplementary General Conditions are in conflict with the General Conditions?

If the SGCs are incorporated correctly then they will take priority over the General Conditions.

Some suggestions.

- Familiarize yourself with the standard form of contract in its entirety, including the schedules and appendices. (e.g.: BC Housing’s Development Consultant Services Contract 2020).
- Review the intent of the changes you require with your legal counsel before suggesting the actual changes to the clauses.
- List your changes in the same clause number order as the standard form of contract and cite the paragraph or section number of the standard form in the SGCs.



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APPENDIX D – EXAMPLE MEMORANDUM OF UNDERSTANDING (MOU)

CITY OF XX

AND

THE SOCIETY

MEMORANDUM OF UNDERSTANDING

SAMPLE

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT dated for reference the ____ day of XXXXXXXXX

BETWEEN:

THE CORPORATION OF THE CITY OF XX
[enter address]
(the "City")

AND:

THE SOCIETY
[enter address]
("XX")

WHEREAS:

- A. The Society wishes to purchase from the City, and the City wishes to sell to the Society, the City exchange of lands legally described as [fill in with legal PID];
- B. The City wishes to purchase from the Society, and the Society wishes to sell to the City, the Society exchange lands legally described [fill in with legal PID]; and
- C. The parties wish to enter into this agreement to confirm their respective rights and obligations relating to the proposed transaction,

AND WHEREAS in anticipation of entering into one or more definitive agreements, the Parties wish to document the general terms and conditions of their relationship through this Memorandum of Understanding ("MOU");

1. Background

Include any relevant background information (e.g., description of the Society).

2. Purpose

Include project details, land transfer details, conditions, funding information, etc.

3. Risk Mitigation Process

Note risks and outline mitigation strategies.

NOW THEREFORE the Parties hereby agree as follows:

1. The Term

1.1 The lessor hereby leases unto the lessee and the lessee does take a hereby rent the land for and during the term of XX years.

2. The Sum

2.1 The consideration of the sum of (\$ 10.00), both the lessor and lessee covenant and agree that the Lessor will hold and enjoy the rights, benefits and privileges, authority and dispositions granted to the Lessee in this lease.

3. Conditions

3.1 The Parties shall prepare a draft lease agreement upon, and not before, award of Project Development Funds (PDF) from the BC Housing Community Housing Fund.

3.2 The Parties shall execute the lease agreement upon, and not before, Final Project Approval (FPA) from BC Housing.

4. Implementation

4.1 Following the signing of this MOU, the Parties will proceed to collaborate to fulfill the requirements to the BC Housing funding process.

4.2 The Parties shall negotiate in good faith the necessary binding and enforceable agreements (the "Definitive Agreements"), incorporating the provisions set forth herein, to establish the legal business relationship required to enter into a lease agreement.

4.3 Schedule A- Development Schedule is attached and forms part of this agreement.

5. Definitive Agreements

5.1 The Definitive Agreements shall include terms respecting the following:

(a) a legal structure that meets requirements for a long-term land lease within the Province of British Columbia;

- (b) confidentiality and exclusivity on the lease agreement between the Parties;
- (c) defined term of the agreement;
- (d) a survey defining the portion of land to be leased;
- (e) a land appraisal determining the value of the property to be leased;
- (f) responsibility for direct costs, fees and expenses arising in connection to the execution of the lease agreement;
- (g) communication protocols and processes between the Parties and with any outside parties;
- (h) dispute resolution mechanism;
- (i) commercially reasonable representations, warranties and covenants; and
- (j) such other matters as are customarily addressed in similar agreements and as deemed necessary by the Parties;

6. Notice

6.1 All notices, demands, approvals, consents, or requests provided for in this Agreement will be in writing and will be delivered, telecopied or sent electronically to the applicable address set forth below:

- (a) In the case of The CITY OF XX:

Attention:

Email:

- (b) In the case of THE SOCIETY

Attention:

Email:

7. Term

7.1 This MOU shall continue in force commencing on the date first written above unless terminated by either of the Parties with 30 days written notice or replaced by a Definitive Agreement.

8. Effect Of Memorandum Of Understanding

8.1 Except for the Specific Binding Obligations, this MOU does not create legal rights or obligations and is only intended to set out terms that have been under discussion. Unless and until the Definitive Agreements have been negotiated and executed, neither Party shall have any legally binding obligation to the other, save and except for the Specific Binding Obligations.

9. Governing Law

9.1 This Agreement shall be governed by the laws of British Columbia, and the Parties hereto agree that the courts of the Province of British Columbia shall have exclusive jurisdiction to settle any disputes which may arise in connection herewith.

10. Counterparts/Electronic

10.1 This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted electronically and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the Parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the date and year written.

THE CORPORATION OF THE CITY OF XX

by its authorized signatory(ies)

Per: _____

Title: _____

THE SOCIETY

Per: _____

Per: _____

Title: _____

Title: _____
Per: _____
Title: _____

Per: _____
Title: _____

Per: _____
Title: _____

SAMPLE

Schedule A

DRAFT Development Schedule (*to be revised based on the specific project*)

Milestone	Preliminary Date
Concept/Schematic/Due Diligence	
Execute MOU	
BC Housing PDF Request	
Submit DP	
Circulate Revised Purchase and Sale Agreement	
BC Housing PPA	
Design Development	
Tendering	
Building Permit	
BC Housing Final Project Approval	
Purchase and Sale Agreement Close	
Construction Start	
Construction Completion	
Occupancy	

APPENDIX E – MUNICIPAL LAND DISPOSITION FOR AFFORDABLE HOUSING POLICY (CITY OF REVELSTOKE)



Approval Date:		Policy Title: Municipal Land Disposition for Affordable Housing Policy
Next Review Date:		
1. Amendment Date:		
2. Amendment Date:		
Department	Planning and Development Services	

Purpose:

The Municipal Land Disposition for Affordable Housing Policy was established with the purpose of providing a transparent process through which organizations in Revelstoke can access eligible municipal lands with the express purpose of building affordable housing.

The policy is intended to support non-profit organizations who are seeking to access senior government funding by providing low-barrier application requirements that signal partnership intent with the City. The policy outlines three stages of application requirements for an organization to partner with the City of Revelstoke to access municipally-owned land for development of affordable housing.

Definitions:

Adaptable units: Dwelling units that meet the adaptable housing standards of the BC Building Code.

Affordable housing: units where rent payments must not exceed 30% of the Housing Income Limits for the City of Revelstoke as determined CMHC, OR have rent-geared-to-income with rent payments that do not exceed 30% of the occupant's gross household income.

Housing Income Limits (HIL): HILs represent the maximum gross household income for eligibility in many affordable housing programs. The HILs are based on figures established by CMHC and are intended to reflect the minimum income required to afford appropriate accommodation in the private market.

Proposed Parcels: Lots or properties that are the subject of an application for municipal land disposition.

Unencumbered equity: Assets or properties that are free and clear of any encumbrances, such as creditor claims.



Parcel Disposition Availability:

On an annual basis, the City of Revelstoke will identify parcels that are available for disposition from the city-wide land inventory that are appropriate for affordable housing development projects. The remaining parcels identified in the land inventory may be available for disposition at the discretion of Council.

Policy Directives:

- 1) The application process for municipal land disposition by the City of Revelstoke and the provision of affordable housing by the non-profit community has three stages. Applicants are expected to go through all three stages, but under certain circumstances, they may be able to skip to a later stage if they have done significant due diligence and pre-development work. Applications that provide greater levels of affordability, and or increased support services for tenants will be considered stronger.
 - a) **Stage 1:** Entry-level application requirements to allow non-profits to explore preliminary concepts and access initial development funding.
 - b) **Stage 2:** Requirements to complete preliminary viability components and site design to apply for the next tier of funding.
 - c) **Stage 3:** Requirements for when non-profits have secured funding, prior to the disposition of municipal lands.
- 2) Staff will prepare a report upon receipt of a formal application for Council consideration at Stage 1 (resulting in a letter of support) and upon conclusion of Stage 3 (resulting in a Housing Agreement and / or a covenant registered on title).
- 3) Applications will be accepted at any time, but the process will be dependent on available municipal lands. Upon receipt of a complete application, the Planning Department will recommend successful applicants to Mayor and Council for consideration within a time period of 30 calendar days notwithstanding any delays with respect to Council scheduling and availability.

Stage 1

Successful Applicants

- 4) **Successful Applicants** – successful applicants for a Stage 1 application will receive a non-binding letter of intent from that outlines the City's commitment to



enter into a long-term lease agreement to allow for the construction of affordable housing on the Proposed Parcels. This letter can be used to pursue funding opportunities.

Applicant Qualification

A summary outlining the Applicant's ability to carry out the proposed development, including:

- 5) Applicant's mission, history, and organizational structure (including members);
- 6) **Operations and Property Management Experience.** An overview of what operational experience the applicant has with affordable housing - see application guide for detailed requirements;
- 7) **Construction and Development Experience.** An overview of what development experience the applicant has with affordable housing - see application guide for detailed requirements;
- 8) **Summary of Planned Concept** – see application guide for detailed requirements; and
- 9) **The Proposed Parcel** – applicants should identify the proposed parcel upon which they would like to build affordable housing.

Application Timeline

Following the receipt of a letter of agreement, the applicant will have 2 years to advance the application to finalize Stage 2 as outlined in this policy, or the letter of agreement will become void.

Stage 2

Successful Applicants

- 10) **Successful Applicants** – applicants who are successful in their Stage 2 application will enter into negotiations for lease of land at the nominal cost of \$1 for 99 years and the terms of the housing agreement the units will be subject to. Unless otherwise directed by Council, disposition of lands through means other than a long-term lease agreement will not be supported.

Proposed Development

Description and details of the proposed development with consideration to community feedback up until this point, including:



- 11) A schedule of the proposed development timelines including, but not limited to, planning, community engagement, confirmation that the Applicant can meet or exceed the City's required commencement and completion dates;
- 12) A preliminary site plan;
- 13) Description of the proposed built form(s) and proposed zoning for the development;
 - a) Built forms must be multi-unit housing as defined Multi-unit Dwelling within the [Revelstoke Zoning Bylaw No. 2299](#), and may not include Single-detached dwellings, unless otherwise permitted by Council.
 - b) If applicable, in the case of a proposed permanent supportive housing development, description of amenity features that are specific to operations in line with support services.
- 14) If applicable, description of community value adds or amenities, such as improvements to community facilities, community garden, etc.;
- 15) Description of environmental / energy efficiencies achieved by the development; and
- 16) Description of how the proposed development will meet the accessibility standards of either option 1, 2, OR 3 – see application guide for detailed requirements;
 - a) **Option 1 – developments must meet minimum accessibility requirements of the 2018 BC Building Code as may be amended from time to time.**
 - b) **Option 2 - the entire project (communal areas and dwelling units) meets universal design standards.**
 - c) **Option 3 – 5% of the total number of units achieving universal design standards (with a minimum of 1 unit).**

Proposed Operation Model

Description of the proposed operations of the development, including:

- 17) **Affordability** - Demonstrate how the Applicant will achieve long term affordability. Include the following:
 - a) Target households (such as individuals, families, seniors, etc.);



- b) Tenure (affordable ownership, co-operative or rental);¹
- c) Proposed price by unit type;
- d) Total number of residential units;
 - a. Indicate the number of affordable residential units and the bedroom mix.
- e) Proposed number of years the affordable units will remain affordable; and
- f) Proposed affordability model (RGI, below-market, other).

Please indicate how your development meets or exceeds the following minimum affordability requirements:

- g) % of units where rent payments do not exceed 30% of the Housing Income Limits for the City of Revelstoke as determined by BC Housing, OR have rent-geared-to-income with rent payments that do not exceed 30% of the occupant's gross household income; and
- h) Additional eligibility or payment criteria for affordable housing occupants may be proposed for consideration by, or imposed by, the City of Revelstoke.

18) **Operations** - Provide details on the proposed operation and management of the residential units:

- a) Confirm if, and describe, any support services that will be offered to occupants of affordable housing units, including whether those services are located on-site or off-site;
- b) Details on the proposed operational management of the residential unit and whether this is being undertaken by a non-profit; and
- c) Description of occupant selection (such as self-referred, coordinated intake or referred by others) for the affordable housing component.

¹ The intent of municipal land disposition is generally to provide for additional rental housing to ensure that the land is retained by the municipality in perpetuity. Development for affordable ownership would typically require full disposition from the municipality. Any proposals for affordable homeownership are subject to Council approval and the proponent must provide a plan to the satisfaction of the City that demonstrates how the units will remain affordable in perpetuity.



Stage 3

Successful Applicants

- 19) **Successful Applicants** – applicants who are successful in their Stage 3 application will finalize the lease of their land with the City and enter into a formal lease agreement and housing agreement (if required) to ensure long-term affordability of units.

Financial Information

- 20) Unless otherwise directed by the City, audited financial statements for the previous three years are required.
 - a) If the audited financial statement is not available at time of application, a Review Engagement Report may be accepted in the sole discretion of the City during the application stage. The City will require an audited financial statement prior to execution of the land donation or the Lease Agreement that is satisfactory to the City.
- 21) Confirmation of other funding sources and/or financing.
 - a) Written proof of each lender or funder's commitment to the proposed development, including the intended funding amounts and any conditions.
- 22) Confirmation that any required Development Permits and / or subdivision processes have been finalized prior to finalization of the application process.

Housing Agreement

- 23) A Housing Agreement and / or a covenant registered on title must be in place prior to land disposition which guarantees the affordability of the property in perpetuity
 - a) The requirement for a Housing Agreement may be waived at the discretion of Council.

Additional Information

- 24) Additional information may be required for an application based on the City of Revelstoke's discussions with an applicant.
- 25) Applications for land disposition for project where only market rental and market homeownership models will not be considered.



- 26) Notwithstanding clause 25, at the discretion of Council, projects where non-profits have partnered with developers for a proposal that includes a mix of non-market and market housing or where a developer is leveraging senior government financing for a project that guarantees affordable housing units may be considered.
- 27) This policy and related application forms and guides will be subject to staff review every 24 months.

Chief Administrative Officer

DRAFT