



June 13, 2016

Ms. Dorothy St. George  
 Director, Economic Development  
 Town of Oakville  
 1225 Trafalgar Road  
 Oakville, ON L6H 0H3

Dear Ms. St. George,

***Re: Glen Abbey Land Use Economic Impact Study***

PricewaterhouseCoopers Real Estate Inc. ("PwC") is pleased to provide this Engagement Letter outlining the scope of work PwC will undertake to complete an economic benefits study of Glen Abbey Golf Course, including our anticipated time frames associated costs.

***Our understanding of the engagement***

As we understand it from the Town's initial Request for Expressions of Interest, and from our subsequent interview and follow-up meeting, the Town is interested in understanding the economic benefits currently being received within the community from Glen Abbey Golf Course. Such potential benefits include those which accrue within the community based on the golf course's current use and operations (as a golf course, a tournament facility, a restaurant, a meeting / banquet facility, etc.), the economic benefits which accrue to the community as a result of Glen Abbey being the frequent home of the RBC Canadian Open, and the economic benefits which accrue to the community as a result of the Canadian Golf Hall of Fame and the offices of Golf Canada being located on the Glen Abbey site.

In addition, the Town's current Official Plan and Zoning by-law allow for additional uses (for example, a hotel) to be developed on site. The potential benefits of such uses, in addition to uses and components that could be added to support a "long-term golf destination" on the site also are to be evaluated.

The presentation of such benefits (both quantitative and qualitative) would therefore describe the range of benefits which the community currently receives and could expect to receive from Glen Abbey continuing as a golf facility.

Such benefits would then be compared to and contrasted with the potential economic benefits which could accrue to the community from the potential redevelopment of Glen Abbey. Such assessment would involve the identification of quantitative and qualitative benefits which could accrue from the property's redevelopment with some 3,200 residential units and 170,000 square feet of commercial space (retail and office). By necessity, it would look at the up-front impacts associated with such a redevelopment, as well as the longer-term benefits and costs.

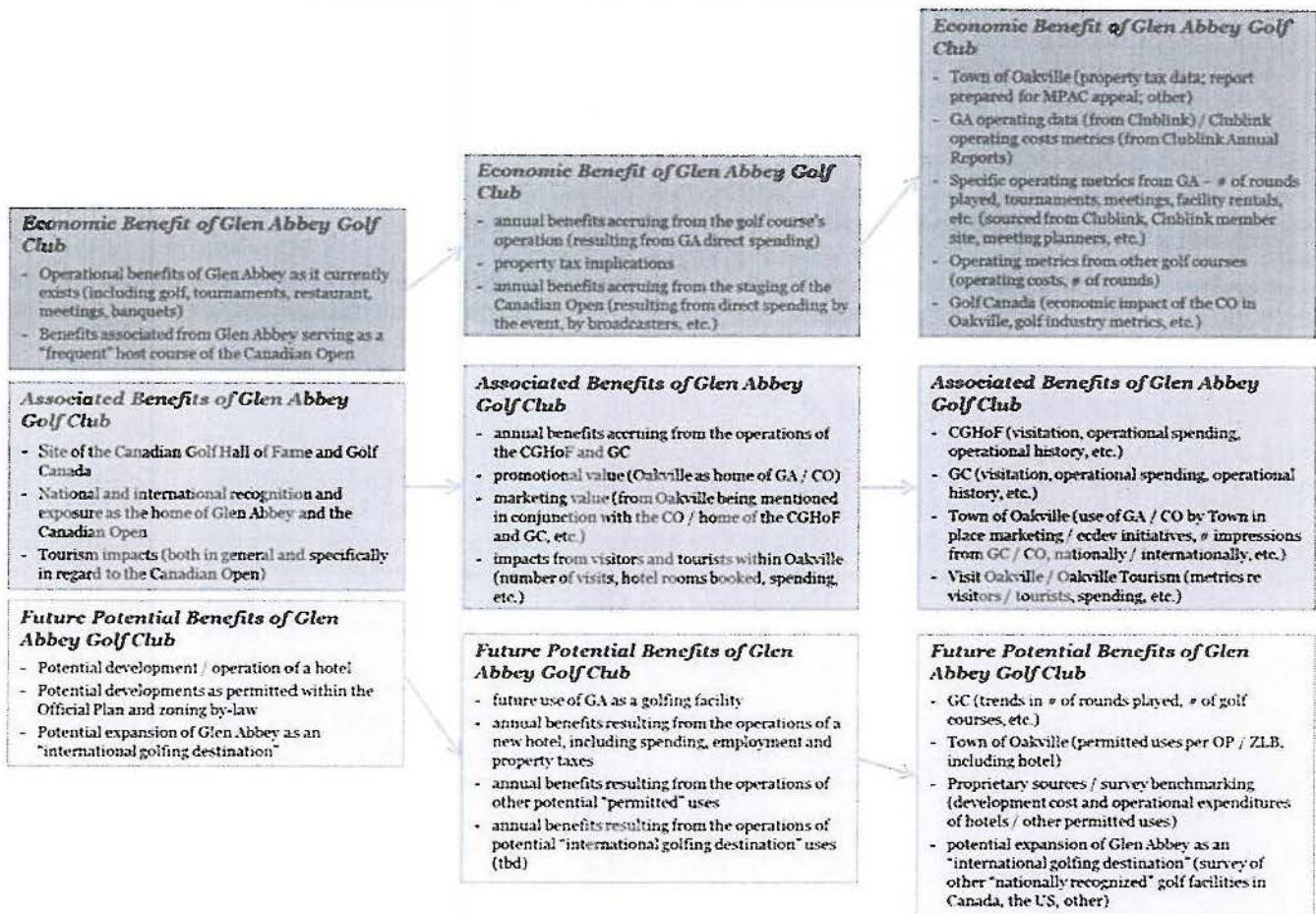
A high level overview of the above discussed study components, including data sources needed to complete these tasks, is presented in the following diagram.

**PROJECT SCOPE**

**PROJECT COMPONENTS**

**DATA SOURCES**

**ECONOMIC BENEFITS OF GLEN ABBEY GOLF COURSE**



**ECONOMIC BENEFITS OF A REDEVELOPED GLEN ABBEY GOLF COURSE PROPERTY**





### ***Scope of our services***

The services to be provided by PwC will generally include the following scope of work.

#### *Kick-off meeting*

At the outset of our engagement, we will meet with project officials with the Town of Oakville to hold a formal kick-off meeting. The purpose of this meeting will be for the Town to provide our Study Team with a better understanding of this assignment and the Town's expectations.

At this meeting, we will expect to be provided access to and obtain details relating to the proposed redevelopment of Glen Abbey including its total unit counts and type of development (number of units, anticipated built form, amount of office and retail space, etc.). We will also expect to receive the following information:

- information detailing any amenity space and / or community facilities including parks, schools, community centres, etc., which would need to be included in the redevelopment of Glen Abbey;
- information regarding current servicing and required servicing to enable the development of the property, as well as any other capital works (and their costs) needed to facilitate the development;
- development charge and planning fee estimates;
- property tax information / rates (for the current golf course and the various other uses / facilities located on site, rates for residential and commercial uses, and rates for uses permitted under the Town's Official Plan and Zoning by-law);
- copies of any planning reports and other consultant reports prepared by the Town or by the property owner (and submitted to the Town);
- copies of the report prepared by the Town of Oakville in support of the MPAC appeal of Glen Abbey Golf Course's property tax assessment;
- copies of the consultant report detailing the net costs to a municipality associated with new development;
- copies of the Town's Official Plan and Zoning by-law detailing the range of approved uses for the Glen Abbey site;
- information from the Town detailing active residential development projects in the community, including projects located in North Oakville, as well as large infill developments (for example, the former CFB housing block located at Dorval Drive and Rebecca Street);
- information from the Town's economic development department detailing, among other matters, place marketing initiatives which feature Glen Abbey and the RBC Canadian Open, and the number of impressions resulting from previous RBC Canadian Opens held at Glen Abbey (and number from the 2016 RBC Canadian Open); and
- metrics from Visit Oakville / Oakville Tourism Partnership regarding tourism / tourist visitation associated with Glen Abbey and / or the RBC Canadian Open (including copies of any studies undertaken by the Town / Visit Oakville / Economic Development Department).

In addition, we would also expect to receive contact information for:

- Town of Oakville project staff (including Administration, Economic Development, Planning, Engineering, etc.);
- officials with Visit Oakville / Oakville Tourism Partnership;
- the property's owner / developer;
- Glen Abbey's Manager;
- contacts with the Canadian Golf Hall of Fame;



- contacts with Golf Canada;
- contacts with the RCGA / RBC Canadian Open; and
- any other stakeholders, site users, etc., needed to be consulted with as part of this assignment.

Finally, at our Project Kick-off Meeting, we would also expect to hold a focused discussion regarding the level of information and cooperation our team could expect to receive from Glen Abbey, Clublink / TWC Enterprises, and the property's owners / developers. Such information and insights would dictate the course of action our team would take in order to obtain data from which to quantify the economic value of Glen Abbey within the Town of Oakville in its current form.

### *Current State Assessment*

Phase 1 of this assignment will involve PwC evaluating the economic benefits of Glen Abbey Golf Course in its current state – as a golf facility, as a tournament facility, and as a restaurant and meeting / banquet facility, as the frequent home of the RBC Canadian Open, and as the site of both the Canadian Golf Hall of Fame and Golf Canada. This assessment will also consider the future potential of Glen Abbey, based on its approved zoning as well as on its potential as an international golfing destination.

In completing this assessment, consideration needs to be given to the level of cooperation that could be expected from Clublink / the owners of Glen Abbey. Ideally, facility operating costs and playing metrics (i.e., number of rounds played, number of external tournaments, number of meetings / banquets booked at the facility, etc.) would be provided by Clublink. Should such information not be available (whether at all or in an insufficient level of detail), PwC would look to obtain substitute information / proxy metrics from other sources including:

- Clublink's annual reports to shareholders (including financial statements);
- the "Members Only" section of the Clublink web site;
- benchmark information from surveys / requests from other golf courses (with consideration being given to championship-caliber facilities located in southern Ontario and elsewhere in Canada);
- published research reports on the current and future state of the golf industry; and
- information and data provided by Golf Canada (including number of rounds played, golf course development activity, etc.).

Other information needed to complete this Phase of work will include, at a minimum:

#### **Current Operations of Glen Abbey**

- current and historic property tax information (from the Town of Oakville);
- a copy of the Town's submission in regard to the MPAC property tax appeal;
- labour and tourist market information monitored by the Town (from Statistics Canada and / or the Province of Ontario);
- economic impact reports prepared for the RBC Canadian Open (both specific to Glen Abbey or Opens held at other facilities in Canada); and
- meeting and event information tracked by the Town's Economic Development department and / or Visit Oakville, among others.



### **Associated Benefits of Glen Abbey**

- operating information from the Canadian Golf Hall of Fame (annual operating budgets, facility operating costs, visitation, number of tourists, insights into their locational preferences should Glen Abbey cease to be a golf facility, etc.);
- operating information from Golf Canada (annual operating budgets, facility operating costs, insights into their locational preferences should Glen Abbey cease to be a golf facility, etc.);
- information / insights from the Town's Economic Development department regarding the use of Glen Abbey and the RBC Canadian Open in its place marketing initiatives, information / statistics regarding media impressions / references from the RBC Canadian Open and Glen Abbey, both nationally and internationally); and
- information / insights from Visit Oakville regarding visitation both in general and during the RBC Canadian Open (number of visitors, room night demand, spending, etc.).

### **Future Potential Benefits**

- information and market research, including information sourced from Golf Canada, describing future trends in the golf industry (including, for example, number of players, number of rounds played, number of golf facilities, etc.);
- Official Plan and Zoning by-law information describing the range of uses approved for the Glen Abbey site;
- survey / benchmarking information from "nationally recognized" golf facilities in Canada and the United States describing the range of uses and facilities being developed / having been developed to support courses being "golfing destinations";
- operational information / sights from operators of such "golfing destinations"; and
- indicative development costs and operating information for such uses and facilities (obtained from third party sources and PwC insights).

In addition to the above referenced information, PwC will supplement this data with insights obtained from a series of stakeholder consultations and / or interviews, including with the following parties:

- Town officials (including Administration, Economic Development, Planning and Engineering Services);
- Golf Canada;
- Canadian Golf Hall of Fame;
- RBC Canadian Open officials;
- Visit Oakville;
- Clublink and the owners of the Glen Abbey Golf Course; and
- Glen Abbey Golf Course's manager.

PwC will then utilize this information and insight to prepare quantitative and qualitative estimates of Glen Abbey Golf Course based on its historic and current operations, its associated impacts, and potential future use as a golf facility. In completing this work step, we will:

- using Input-Output multipliers from Statistics Canada, prepare an inventory of applicable multipliers;
- identify key economic and financial impact metrics to be presented including, for example, direct spending, GDP, employment potential, employment income, local government revenue (from property taxes, permits, development charges, etc.) and other government revenue (sales taxes and income taxes);



- utilizing Statistics Canada input-output data and our econometric models, calculate the total direct, indirect and induced impacts, by expenditure category;
- identify and document the total potential operational impacts (employment and spending) of Glen Abbey;
- quantify the associated impacts of Glen Abbey, including from the staging of the RBC Canadian Open, other tournaments and meeting, special events, etc.;
- identify the potential range of uses which could be developed at Glen Abbey, including uses that would support it as an “international golfing destination”;
- determine the potential direct, indirect and induced impacts of such uses;
- prepare a summary report, in PowerPoint format, illustrating the range of direct, indirect and induced impacts attributable to the current and projected future operations of Glen Abbey; and
- review this information with the Town.

#### *Assessment of the Applicant’s Proposal*

Phase 2 of this assignment will involve PwC evaluating the economic benefits associated with the proposed redevelopment of Glen Abbey Golf Course. The scope of services associated with this phase of work would involve two components (a) quantifying the benefits associated with physical redevelopment of the Glen Abbey site (including site servicing and construction of the homes, commercial spaces, etc.) and (b) quantifying the benefits and costs associated with the resulting residential community.

In completing this work step, we will:

- Prepare development assumptions with respect to the timing of land servicing, lot creation, presales, development and occupancy;
- Review these assumptions with Town Planning and Engineering staff;
- Prepare cost and timing estimates for site servicing, lot creation and home / building construction, and review these assumptions with Town Planning and Engineering staff;
- Complete additional secondary research, as required;
- Estimate total development charges, building permit fees and other municipal fees associated with the redevelopment and review these assumptions with Town Planning and Engineering staff;
- Make revisions as necessary;
- Utilizing Statistics Canada input-output data and our econometric models, calculate the total direct, indirect and induced impacts, by expenditure category associated with the redevelopment of the site, including tax impacts accruing to the Town of Oakville and other levels of government;
- Prepare a summary report, in PowerPoint format, illustrating the range of direct, indirect and induced impacts attributable to the physical redevelopment of Glen Abbey; and
- Review this information with the Town.

With respect to quantifying the benefits and costs associated with the completed redevelopment, we will:

- Review the referenced report outlining the net costs associated with new development;
- Determine the potential property taxes which a redeveloped Glen Abbey Golf Course could give rise to;



- Review and obtain insights into other current residential development projects (active, planned and proposed), including projects currently being developed in North Oakville and large infill developments (for example, the former CFB housing site located at Dorval Drive and Rebecca Street);
- Quantify any other associated impacts associated with a redeveloped Glen Abbey;
- Determine, based on the consultant report documenting net municipal costs associated with new development, the potential impacts for a redeveloped Glen Abbey Golf Course;
- Complete additional secondary research, as required;
- Prepare a summary report, in PowerPoint format, illustrating the range of benefits and costs attributable to a redeveloped Glen Abbey Golf Course; and
- Review this information with the Town.

### *Comparison of Continued Operations versus Redevelopment*

Our work will culminate in the preparation and presentation of a report which compares and contrasts the economic impacts attributable to the current and projected future operations of Glen Abbey versus the range of benefits and costs attributable to a redeveloped Glen Abbey Golf Course.

In presenting these findings, we would model the impact of Glen Abbey to align with the proposed build-out of the site. Doing so would allow our team to present, compare and contrast the impacts of Glen Abbey Golf Course within the community of Oakville versus the site's redevelopment over a similar time frame.

### *Project Timing*

The Gantt chart shown on page 8 summarizes the various tasks required to carry out the various aspects of the work plan for this assignment. Based on this schedule, to be finalized and agreed to with the Town, we would commit to delivering our draft report by the week commencing October 10, 2016. Assuming a three-week period to finalize our report, we preliminarily estimate that we would issue our final report by the week commencing October 31, 2016. The Town should note that this schedule is flexible and can be adjusted to better reflect your requirements.

### *Professional Fees*

Our total fee for completing the above scope of work will be \$142,500, plus applicable out-of-pocket expenses (primarily travel to / from Oakville) and HST.



| Work Task   | Week Commencing        |        |        |        |        |        |        |        |        |        |        |
|---|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|   | 27-Jun                 | 4-Jul  | 11-Jul | 18-Jul | 25-Jul | 1-Aug  | 8-Aug  | 15-Aug | 22-Aug | 29-Aug | 5-Sep  |
| Project Kick Off  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Phase 1 - Current State Assessment                        | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Document Review   | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Stakeholder Consultation                                  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Data Acquisition and Due Diligence                        | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Assessment of Benefits from Current Operations            | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Assessment of Associated Benefits                         | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Assessment of Future Potential Benefits                   | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Report  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Phase 2 - Future State Assessment                         | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Document Review   | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Stakeholder Consultation                                  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Development of Cost and Build-out Assumptions             | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Assessment of Redevelopment Benefits                      | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Assessment of Benefits Associated with a Redeveloped Site | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Report  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Interim Deliverables                                      | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Project Status Update Meetings                            | [Gantt bar with stars] |        |        |        |        |        |        |        |        |        |        |
| Work Task   | Week Commencing        |        |        |        |        |        |        |        |        |        |        |
|   | 12-Sep                 | 19-Sep | 26-Sep | 3-Oct  | 10-Oct | 17-Oct | 24-Oct | 31-Oct | 7-Nov  | 14-Nov | 21-Nov |
| Phase 3 - Comparison of Current and Future State          | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Comparison of Phase 1 and 2 Benefits                      | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Draft Report  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Final Report  | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Formal Reports (draft / final)                            | [Gantt bar]            |        |        |        |        |        |        |        |        |        |        |
| Client Meetings   | [Gantt bar with stars] |        |        |        |        |        |        |        |        |        |        |

We are pleased to have the opportunity to provide our services to you and appreciate your confidence in us. If you have any questions, please contact Ron Bidulka at 416-687-8138.

Yours very truly,

Ronald P. Bidulka  
 Managing Director  
 PricewaterhouseCoopers Real Estate Inc.



**CONSULTANT'S AGREEMENT**

THIS AGREEMENT dated the 22nd day of June, 2016

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF OAKVILLE**  
(hereinafter called "the Town")

OF THE FIRST PART

- and -

**PRICEWATERHOUSECOOPERS REAL ESTATE INC.**  
(hereinafter called "the Consultant")

OF THE SECOND PART

**WHEREAS** the Town requires Consulting Services to undertake a Land Use Economic Impact Study to analyze the economic value, to the community of Oakville, of the Glen Abbey Golf Course operating in its current, planned and potential function, and evaluate the impact of the proposed redevelopment of this golf course.

**AND WHEREAS** the Town authorized the engaging of the Consultant to provide such services upon the terms and conditions as are hereinafter more particularly described;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and other terms and conditions hereinafter contained, the parties hereby covenant, promise and agree each with the other as follows:

**1. DEFINITIONS**

In this Agreement, the following definitions will apply:

"Town" shall mean The Corporation of the Town of Oakville;

"Confidential Information" shall mean;

- (i) information disclosed to or obtained by the Consultant in connection with the fulfillment of the terms of this Agreement and which has been identified by the Town as information that should be treated as confidential; and

- (ii) all data, formulae, preliminary findings, and other material developed in pursuance of the Project, excluding the following:
  - i.) information that is or becomes part of the public record; and
  - ii.) information that is already known by the receiving party; and
  - iii.) information that is lawfully received from another third party.

**"Consultant"** shall mean and include the Consultant, its agents, servants, employees and sub-consultants;

**"Services"** shall mean the professional services to be provided by the Consultant pursuant to this Agreement;

**"Treasurer"** shall mean the Treasurer of the Town;

**"Project"** shall mean a Land Use Economic Impact Study of the Glen Abbey Golf Course; and

**"Project Manager"** shall be the person authorized by the Town to oversee the best interests of the Town during the project.

## 2. TERM OF AGREEMENT

2.1 The Engagement Letter dated June 13, 2016 attached as Appendix A outlines the scope of work PwC will undertake including the timelines stated therein.

2.2 The Consultant shall perform the Services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such services with respect to projects of similar nature to that contemplated by this Agreement at the time that such services are rendered.

2.3 The Consultant shall carry out the Services with the utmost dispatch and, subject to delays beyond its control, shall complete the Services in accordance with the program prescribed by the Project Manager and pursuant to any agreed upon schedule.

2.4 The Consultant shall perform the Services expeditiously to meet the requirements of the Town and shall complete any portion or portions of the Services in such order as the Town may require and the Town shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

2.5 Force Majeure - Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its commercially reasonable control. The parties agree that an event shall not be considered beyond one's commercially reasonable control if a commercially reasonable business person applying due

diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event.

2.6 Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disputes. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

### **3. COST OF SERVICES**

3.1 The Consultant agrees to furnish and perform the Services set out in EOI-1-2016 and in the Engagement Letter attached as Appendix A to the upset limit of \$150,000.

3.2 Payment of the amounts payable to the Consultant hereunder will be made only after this Agreement has been duly executed by both parties hereto and the Services have been completed to the satisfaction of the Project Manager. The Consultant agrees to supply at its sole cost and expense all staff, equipment, accommodations and technical assistance necessary to perform the Services to be furnished by it under this Agreement and assume all overhead expenses in connection therewith, to the satisfaction of the Project Manager, whose decision shall be final.

3.3 The Town shall pay to the Consultant an additional amount for any additional work if the Project Manager gives the Consultant written authorization to perform supplementary work. Prior to the Consultant undertaking additional services, the Consultant shall notify the Town in writing of its intent to perform such additional services and charge therefor and any such additional services shall be approved by the Project Manager in writing, failing which such additional services shall be deemed to be included in the Services to be performed. The Consultant shall keep separate cost records in respect to such additional services. The rate of payment for any such additional services shall be as set out in the award proposal document.

### **4. ORDER OF PRECEDENCE**

4.1 The parties acknowledge and agree that the following documents form the contractual relationship between the Town and the Consultant:

- Executed Agreement
- Engagement Letter dated June 13, 2016

- Expression of Interest Document
- Consultant's Expression of Interest Submission
- Purchase Order

4.2 In the event of a conflict between the provisions of the documents listed above, the document lower in the order of precedence will, where possible, be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, then the conflicting provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

## **5. TOWN'S RESPONSIBILITIES**

5.1 The Consultant shall receive day-to-day guidance and assistance from the Project Manager or such other person as the Project Manager may designate from time to time and may communicate with the Project Manager, or such other person if designated, as required.

5.2 The Town will use its best efforts to make available any relevant municipal reports, all background information, data, drawings, plans, surveys and any other materials relevant to the Services, which are in its possession for use by the Consultant, and will make available, at reasonable times, staff members for the purpose of any necessary consultation.

5.3 The Town shall give due consideration to all plans, drawings, specifications, reports, tenders, proposals and other information provided by the Consultant and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

## **6. INDEPENDENT CONTRACTOR**

6.1 Neither party shall have any power or authority to bind the other or to assume or create any obligation or responsibility, express or implied, on the other's behalf, or to hold itself out as an agent, employee or partner of the other. Nothing in the Agreement shall have the effect of creating an employment, partnership or institution relationship between the Town and the Consultant. For the purposes of this paragraph, the Consultant includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

## **7. CONFLICT OF INTEREST**

7.1 The Consultant shall ensure that the work can be undertaken and completed without a conflict of interest. The Consultant, its partners, directors, officers, employees, agents, volunteers and sub-consultants shall not provide services within the Town to any person, group or organization where the provision of such services, actually or potentially, creates a conflict of interest,

without the Consultant first disclosing to the Town the actual or potential conflict of interest and obtaining written approval from the Project Manager to proceed.

## **8. INDEMNITY**

8.1 The Consultant hereby agrees that it will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Town, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town and against all loss, liability, judgments, claims, costs, demands or expenses which the Town may sustain, suffer or be put to resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Consultant, its agents, servants, employees or sub-consultants or any of them.

8.2 Without limiting the generality of the foregoing, the Consultant hereby agrees to well and truly save, keep harmless and fully indemnify the Town, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda or computer software furnished by the Consultant in the performance of this Agreement.

8.3 For the purposes of this Section "costs" shall include those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

## **9. SUB-CONSULTANTS**

9.1 The Consultant will be solely responsible for the payment of any sub-consultants employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligations under this Agreement. The employment, engagement or retaining of any sub-consultants must have received prior approval in writing by the Project Manager. The Consultant shall co-ordinate the services of all sub-consultants so employed, engaged or retained by it, and the Consultant shall be liable to the Town for costs or damages arising from errors or omissions of the sub-consultants, or any of them.

## 10. INSURANCE

10.1 The Consultant also agrees that it shall, at its own expense during the performance of the Services, cause to be maintained Comprehensive General Liability and Professional Liability, satisfactory to the Treasurer or such other person as the Treasurer or the Town may designate for this purpose from time to time.

10.2 In respect of the Comprehensive General Liability insurance, such coverage shall include:

- (i) personal injury coverage, bodily injury and public liability and property damage coverage against loss or damage resulting from bodily injury to or death to one or more persons and loss of or damage to property of the Town or any other public or private property resulting from or arising out of any act or omission on the part of the Consultant;
  - a \$5,000,000.00 limit of coverage; and
  - the Town as an additional insured; and
  - a cross liability/severability of interest clause.
- (ii) In respect of the Professional Liability insurance, such coverage shall include:
  - a \$2,000,000.00 limit of coverage.

10.3 If the Town, acting reasonably requires the amount of coverage increased, if it requires the Consultant to obtain other special insurance, or if it requires any policy to be extended in respect of this Project, then the Consultant shall obtain such extended, increased or special insurance.

10.4 The Consultant further agrees that the coverage provided by the policies specified in this Section will not be changed, amended, or canceled by the Consultant until sixty (60) days after written notice of such intended change, amendment or cancellation has been personally delivered to the Treasurer or such other person as the Treasurer or the Town may designate for this purpose from time to time, and such change or amendment has been approved by him.

10.5 The Consultant shall deliver proof of insurance to the Town in a form of a certificate of insurance policy satisfactory to the Treasurer as soon as possible after execution of this Agreement and before commencing to perform any of the Services, and thereafter evidence satisfactory of the renewal of insurance shall be delivered to the Town at least thirty (30) days before the termination thereof.

## 11. APPROVALS

11.1 The Consultant shall review all statutes, regulations, codes and by-laws applicable to the plans, drawings and specifications and where necessary, shall review the same with the authorities having jurisdiction in order that the required consents, approvals, licenses and permits necessary for the Project can be applied for and obtained for Project approval and Project implementation. Where alterations to present requirements are to be requested, the Consultant will assist the Town in obtaining these. Without limiting the generality of the foregoing, the aforesaid by-laws and governmental requirements include the Ontario Building Code, the National Building Code, the Ontario Fire Code and the Town of Oakville zoning by-laws.

11.2 Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Town, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Town and unless authorized by the Town in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

## 12. OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant shall agree to fulfill all of its obligations in compliance with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, and further agrees to take responsibility for any health and safety violation that may occur with respect to the services.

12.2 Furthermore, if the Town (or any of its Council members or employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of this Agreement, the Consultant shall indemnify and save harmless the Town from any and all charges, fines, penalties, and costs that may be incurred or paid by the Town.

## 13.0 PRINCIPALS OF THE CONSULTANT

13.1 For the purposes of this Agreement, the Consultant's personnel and sub-consultants identified to be engaged by the Consultant for the performance of the Services shall be as set out in the Proposal submission.

13.2 The Consultant's personnel and sub-consultants named shall devote such time and attention to the Project as, in the opinion of the Project Manager, is necessary to fulfill and discharge the Consultant's obligations under this Agreement. The Consultant's personnel and sub-consultants named shall not be substituted or otherwise removed from the Project without the consent of the Project Manager.

## 14.0 CONFIDENTIAL INFORMATION

14.1 The Consultant agrees not to disclose at any time, either during or after expiration or the termination of the Consultant's contract with the Town, to any person any Confidential Information except as authorized expressly in writing by a director of the Town unless the Confidential Information has ceased to be confidential.

14.2 Despite the general restriction on disclosure imposed by the previous paragraph of this Agreement, the Consultant may disclose Confidential Information to sub-consultants or other third parties it has engaged or consulted with in relation to the provision of services by the Consultant to the Town, provided that all of the following conditions are met:

- 14.2.1 that any such disclosure is absolutely essential in order for the Consultant to perform the services being provided to the Town under contract;
- 14.2.2 that any such disclosure is as minimal as possible consistent with the Consultant's obligations with respect to the services being provided to the Town;
- 14.2.3 that the Consultant ensures that any such sub-consultants or other third parties privy to Confidential Information are aware of and agree to be bound by the same terms and conditions imposed on the Consultant under this Agreement.

14.3 Upon expiration or in the event of termination for any reason of the contract between the Consultant and the Town or at any other time upon the written request by the Town, the Consultant agrees to return forthwith to the Town every copy of any Confidential Information (including all notes, records and documents pertaining thereto) in the possession or under the control of the Consultant at that time. The Consultant may maintain a record of the services provided, which may include confidential information.

14.4 Except as required at law, statute, rule, regulation, applicable professional standards, or of a court of competent jurisdiction, no Confidential Information shall be disclosed in any manner whatsoever without the approval in writing of the Treasurer, and

- 14.4.1 the Consultant shall hold all Confidential Information obtained in trust and strict confidence for the Town and shall not disclose any such Confidential Information, by publication or other means, to any person, company or other government agency nor use same for any other project other than for the benefit of the Town as may be authorized by the Treasurer in writing;
- 14.4.2 any request for such approval by the Treasurer shall specifically state the benefit to the Town of disclosure of Confidential Information;



14.4.3 any use of the Confidential Information shall be limited to the express purposes as set out in the approval of the Treasurer;

14.4.4 the Consultant shall not, at any time during or after the term of this Agreement, use any Confidential Information for the benefit of anyone other than the Town.

14.5 Where a third party brings a proceeding seeking to require the Consultant to disclose any Confidential Information, the Consultant shall immediately upon receipt of notice of such proceeding provide the same to the Town so that the Town may participate in the proceeding as the Town sees fit.

14.6 All documents submitted become the property of the Town. The Town of Oakville will consider all responses as confidential subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, which sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

## **15. CONSULTANT'S PERFORMANCE**

15.1 Where the Consultant fails to comply with any of its obligations under the Agreement, the Town may issue a rectification notice to the Consultant setting out the manner and timeframe for rectification. If the Consultant fails to either comply with that rectification notice or provide a satisfactory rectification plan the Town may immediately terminate this Agreement.

15.2 The Town may refuse any work of the Consultant which is deemed not acceptable to the Town, and without limiting the remedies available to the Town, the Town, at its discretion, may return such work for correction at the Consultant's own cost and expense and/or withhold payment of moneys payable pursuant to this Agreement until such time as the Consultant provides such work which is to the satisfaction of the Town.

15.3 Where this Agreement is terminated for failure to perform, the Consultant shall provide the Town with a report detailing (i) the current state of the provision of Services by the Consultant at the date of termination; and (ii) any other information requested by the Town pertaining to the provision of the Services and performance of the Agreement; and the Consultant shall execute such documentation as may be required by the Town to give effect to the termination of the Agreement.

15.4 The Town shall only be responsible for the payment of the Services provided on or before the effective date of any termination of this Agreement. Termination shall not relieve the Consultant of its warranties and other responsibilities relating to the Services performed or delivered or money paid. In addition to its other rights of hold back or set off, the Town may hold back payment or set off against any payments owed if the Consultant fails to comply with its obligations on termination.

15.5 Upon termination of this Agreement pursuant to this section, the Town shall have the right to take over any uncompleted Services, and to complete or cause the same to be completed by whatever means and in whatever manner the Town deems most expedient.

15.6 The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies of the Town under the Agreement, at law or in equity.

15.7 If the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either party including fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, or other circumstances of a like nature, then the party affected will be excused from such performance on a day-by-day basis to the extent that such party's obligations relate to the performance so interfered with; provided that the party so affected will use commercially reasonable efforts to expeditiously remove such causes of non-performance. If the Consultant's performance of this Agreement is so interfered with for a period of more than ten (10) business days, then the Town may terminate this Agreement by written notice to the Consultant.

## **16. TERMINATION FOR CONVENIENCE BY THE TOWN**

16.1 It is agreed between the parties hereto that the Town may on thirty (30) days' prior written notice, dismiss the Consultant at any time with or without cause. The Consultant will accept payment for Services performed to the date of dismissal, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

## **17. TERMINATION BY CONSULTANT**

17.1 It is agreed between the parties hereto that the Consultant shall have the right to terminate this Agreement on thirty (30) days' prior written notice should the Town fail substantially to perform in accordance with the terms of this Agreement through no fault of the Consultant. The Consultant will accept payment for Services performed to the date of such termination, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

## **18. DISPUTE AND ARBITRATION**

18.1 Any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement ("Dispute") will be dealt with as follows:

18.1.1 in the event of any Dispute, the Dispute will first be referred to the Project Managers of each party;

18.1.2 should the Dispute not be resolved within five (5) business days of its referral to the Project Managers, the Dispute will be escalated to the Town's Commissioner (or his/her designate) and the Consultant's highest authority; and

18.1.3 should the Dispute not be resolved within ten (10) Business Days of its referral to the Town's Commission (or his/her designate) and the Consultant's highest authority, either party may exercise its rights available at law.

18.2 All negotiations and settlement discussions to resolve a Dispute will be treated as compromise and settlement negotiations between the parties and will not be subject to disclosure through discovery or any other process and will not be admissible into evidence in any proceeding.

18.3 Except where clearly prevented by the nature of the Dispute, the Town and the Consultant agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the provisions of this Article.

18.4 Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.

18.5 No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town or the Consultant.

18.6 The award of the arbitrator shall be final and binding upon the parties.

18.7 The provisions of the Arbitrations Act, R.S.O., 1990, c. A.25, as amended shall apply.

## 19. RIGHT OF AUDIT

19.1 The Town or anyone designated in writing by it may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the Services and shall have the right to make copies thereof and take extracts therefrom. The Consultant shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Town and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents. The Consultant shall cause all such accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven (7) years from the later of:

- the date of dismissal of the Consultant;
- early termination of this Agreement, or

- the date of completion of the Services hereunder,
- or until the expiration of such lesser or greater period of time as shall be approved in writing by the Town.

## **20. DRAWINGS AND DOCUMENTS**

20.1 Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town, for the Project herein described, including "as built" records. The Town has ownership of all drawings whether prepared by the Consultant, or otherwise, in connection with of the Project.

20.2 The Town agrees to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any un-authorized re-use or modifications of the documents by the Town or any person or entity that acquire the document from or through the Town without the written authorization of the Consultant.

## **21. PATENTS**

21.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of its Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

21.2 The Town shall have a permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

## **22. ACCOUNTS AND PAYMENT**

22.1 The Consultant shall submit a monthly progress billing to the Project Manager for approval. The progress billing shall be proportionate to the Services completed, and proportionate to any additional services authorized and completed, and which include disbursements incurred. Where there is no dispute with respect to amounts requested, and the billings are satisfactory to the Project Manager, authorization to invoice shall be provided.

22.2 Invoices must be sent directly from the Consultant to the Accounts Payable department. Invoices can be sent electronically in PDF or TIF format to [accountspayable@oakville.ca](mailto:accountspayable@oakville.ca). The Project Manager can be copied on the e-mail. Where the invoice is e-mailed to Accounts Payable, the Consultant should not send a "hard" copy through the mail. The Consultant shall keep in accordance with accepted accounting practice such proper accounts, records, receipts, vouchers, and documents as will verify to the satisfaction of the Project

Manager the amount of Services performed, or disbursements made, in accordance with this Agreement and for which billings have been submitted. Invoices shall be paid by the Town net thirty (30) days from the invoice date.

22.3 If requested by the Project Manager, the Consultant will make available to the Town such accounts, records, receipts, vouchers and documents for the purpose of substantiating its billings.

22.4 Notwithstanding anything herein to the contrary, provided payment by the Town is not unduly delayed, the Town shall not pay interest on accounts paid beyond the thirty day period referred to above unless the Treasurer has approved such payment of interest in writing.

## 23. PUBLICITY

23.1 Any publicity or publications related to this Agreement or the Services provided shall be at the sole discretion of the Town. The Town may, in its sole discretion, acknowledge the Services of the Consultant in any such publicity or publication. The Consultant shall not make use of its association with the Town without the prior written consent of the Town.

## 24. OFFICIAL NOTIFICATION

24.1 Any notice herein required or permitted to be given under this Agreement shall be delivered personally to:

The Corporation of the Town of Oakville  
1225 Trafalgar Road, Oakville, Ontario L6H 0H3

Attention: Dorothy St. George, Director, Economic Development

AND

PricewaterhouseCoopers Real Estate Inc.  
Suite 2600, PwC Tower, 18 York Street  
Toronto, ON M5J 0B2

Attention: Ronald Bidulka

and shall be sent by prepaid registered mail addressed to the above parties at the designated addresses.

24.2 Any notice delivered personally as aforesaid shall be deemed to have been given on the day of delivery shall be considered to have been received by the addressee on the date of delivery by hand to an employee or an officer of the party for whom they are intended at the specified address.

24.3 Any notice sent by prepaid registered mail as aforesaid shall be deemed to have been received by the addressee within 5 days of the date of mailing, regardless of whether the addressee actually receives the notice or not.

24.4 Either party hereto may at any time give notice to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in Section 24 hereof.

## **25. INTERPRETATION**

25.1 Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

25.2 If one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s) or paragraph(s), had not been inserted.

25.3 This Contract shall be governed and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada in force therein.

## **26. COMPLETE AGREEMENT**

26.1 This Agreement constitutes the complete and exclusive statement of the agreement between the parties.

26.2 This Agreement may be changed only by a written amendment signed and sealed by authorized representatives of both parties, or by a court order.

## **27. SUCCESSORS AND ASSIGNS**

27.1 This Agreement shall jointly and severally endure to the benefit of and be binding upon the Consultant hereto, its heirs, executors, administrators, successors and permitted assigns.

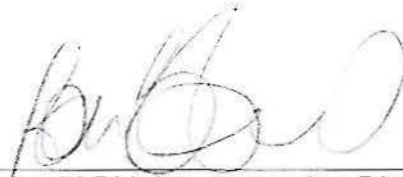
27.2 Provided, however, that the Consultant shall not assign this Agreement or any interest herein without the prior written consent of the Town, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Consultant, whether through the sale of shares, direct acquisition of assets or otherwise.

27.3 This Agreement shall endure to the benefit of and be binding upon the Town, its successors and assigns.

The parties hereto have duly executed this Agreement as of the date first written above.

The Corporation of  
The Town of Oakville

PricewaterhouseCoopers Real Estate Inc.



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Kathy Wyatt, Manager of Purchasing  
I Have Authority to Bind the Town

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Ronald Bidulka, Managing Director  
I Have Authority to Bind the Consultant