

<b>To:</b>	Warden Halliday and Members of County Council
<b>Committee Date:</b>	February 8, 2018
<b>Subject / Report No:</b>	LTCR-CW-10-18
<b>Title:</b>	Home and Community Support Services Renovations
<b>Prepared by:</b>	Lynne Johnson, Director of Long Term Care
<b>Reviewed by:</b>	Kim Wingrove, Chief Administrative Officer
<b>Lower Tier(s) Affected:</b>	All Grey County
<b>Status:</b>	Recommendation adopted by Committee as presented per Resolution CW57-18;

## Recommendation

1. That report LTCR-CW-10-18 regarding renovations in the tenant space at Lee Manor be received; and
2. That \$127,000 in funding be received by Grey County from Home and Community Support Services Grey Bruce for the completion of the proposed renovations; and
3. That The Warden and Clerk be authorized to execute the contract between Grey County and Home and Community Support Services Grey Bruce for the completion of renovations prior to the February 8, 2018 Committee of the Whole Minutes being confirmed by County Council per Section 25.6 b. of Procedural By-law 5003-18.

## Executive Summary

Report LTCR-CW-02-17 approving the receipt of approximately \$250,000 from Home and Community Support Services Grey Bruce (HCSS) for renovations in the tenant space at Lee Manor was approved by County Council on February 23, 2017.

Unfortunately, HCSS was informed that the renovations would have had to be substantially completed by the end of March 2017 in order to proceed with project. HCSS received this information after County Council approved the recommendation. The project could not be completed within the short time available and therefore the money was not transferred in 2017.

## Background and Discussion

Throughout 2017, HCSS worked with the architect to develop and refine plans to renovate

expanded tenant space at Lee Manor. Funding of \$127,000 has been secured and HCSS wishes to proceed immediately with a revised project within the new budget amount.

The project is ready for tender and based on the revised scope of the project, the architect believes that there will be interested parties that are able to substantially complete the project by the end of March.

## Financial and Resource Implications

County Council is being asked to provide approval to receive \$127,000 from HCSS and undertake a scaled back version of the project that was approved in 2017.

Grey County staff will be responsible for tendering and the Building Service Supervisor at Lee Manor will provide general oversight on the project in collaboration with the architect. Staff will be involved with all aspects of the project to ensure that required measures are in place to avoid any disruptions to the ongoing, daily operations at Lee Manor.

Should there be unanticipated costs, HCSS will work with the County and contractor to identify areas of change to bring the project spending back in line with the budget.

The work will be procured by Grey County and follow the County's Purchasing Policy and procedures. To meet the condition of funding timeline, staff request approval to proceed, prior to the February 22 County Council meeting confirming February 8, 2018 Committee of the Whole minutes.

## Relevant Consultation

Internal Lee Manor Administrator and Building Service Supervisor, Finance, Purchasing and Agreement staff

External Home and Community Support Services of Grey Bruce, Grant Diemert Architect

## Appendices and Attachments

Home and Community Support Services Lee Manor Renovation Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate between:

## The Corporation of the County of Grey

(referred to in this Agreement as “the County”),

-And-

## Home and Community Support Services of Grey-Bruce

(referred to in this Agreement as “HCSS”);

Given that HCSS has requested additional program rental space at Lee Manor, 875 6<sup>th</sup> Street East, Owen Sound, ON N4K 5W5, owned and operated by the County;

And given that the County is willing to renovate the auditorium and relocate the tenant area tub room at Lee Manor to provide the additional space requested, and that HCSS will provide 100% of the funding required for the renovation;

And given that that the County agrees to lease the renovated space to HCSS upon completion of the renovation;

The County and the HCSS agree as follows:

### 1.0 Definitions

#### 1.1 In this Agreement:

- a) “Agreement” means this agreement and Schedule A - HCSS Renovation Project Scope.
- b) “HCSS Renovation Project” or “the Project” means the work to be completed under Schedule A.
- c) “Project Manager” means a person who will oversee and document all aspects of the HCSS Renovation Project to completion. The Project Manager will work closely with HCSS to ensure that the scope and direction of the Project is on schedule.
- d) “Schedule A” means the HCSS Renovation Project scope document attached, complete with description and timeline to complete the HCSS Renovation Project.
- e) “Schedule B” means the G.M. Diemert Architect Inc. Drawings, attached.

### 2.0 Term

- 2.1 This Agreement is effective as of the date all parties have signed the Agreement and terminates upon completion of the HCSS Renovation Project. (the “Term”).

- 2.2 The target date for the completion of the Project is March 31, 2018. The County will make best efforts to meet the target date, and no penalty shall be brought against the County in the event that the target date is not met.

### 3.0 Responsibilities of HCSS

- 3.1 HCSS will provide \$127,000, estimated to be 100% of the cost of the HCSS Renovation Project, prior to its commencement, following the signing of this Agreement by both parties.

3.2 All work required for the HCSS Renovation Project will be completed and expensed up to a maximum of the \$127,000 in funding provided by HCSS. If the results of the procurement for the Project, as per the drawings in Schedule B, exceed the \$127,000 in funding, then revisions to the scope of the Project, as approved by the County and HCSS, will be required to reduce the HCSS Renovation Project to the maximum funding amount of \$127,000.

### 4.0 Responsibilities of the County

- 4.1 The County will administer the contract to complete the HCSS Renovation Project as per Schedule A attached, and will identify a County employee to act as Project Manager to oversee the HCSS Renovation Project.
- 4.2 The County will obtain and pay for all necessary municipal, provincial and federal approvals, authorizations and permits, and these costs will be part of the \$127,000 estimated HCSS Renovation Project.

### 5.0 Financial Arrangements

- 5.1 The County will provide payment to all third parties for all costs relating to the HCSS Renovation Project.
- 5.2 Any and all cost overruns must be approved by HCSS in advance of the related work being completed.
- 5.3 Upon completion of the HCSS Renovation Project, the County will provide HCSS with a statement showing the total cost of the Project, and will provide copies of all invoices included in the final total amount of the statement.
- 5.4 If the final amount is less than \$127,000, the County will reimburse HCSS the amount of the difference.
- 5.5 If the final amount is more than \$127,000, the County will invoice HCSS for the outstanding amount due, and HCSS will provide payment of the invoice within 30 days of receipt.
- 5.6 At the conclusion of the HCSS Renovation Project, the completed improvements to Lee Manor as a result of the Project will become part of Lee Manor to the

benefit of the County, and HCSS hereby waives all rights to any claim against the County with respect to its funding of the HCSS Renovation Project.

## 6.0 Termination

- 6.1 Either party may provide the other with written notice of its intent to terminate this Agreement prior to the commencement of the HCSS Renovation Project if the HCSS funding does not materialize or the Project procurement cannot meet the \$127,000 budget amount.

## 7.0 Notice

- 7.1 Any notice required to be given under this Agreement must be in writing and sent to the other party at the address indicated below.

For the County:

County Clerk  
County of Grey Administration Building  
595 9<sup>th</sup> Ave E  
Owen Sound, ON N4K 3E3  
Fax Number: 519-376-8998  
Email: [countyclerk@grey.ca](mailto:countyclerk@grey.ca)

For HCSS:

Home and Community Support Services of Grey-Bruce  
St Francis Place, Suite 104  
340 10<sup>th</sup> St East  
Owen Sound, On N4K 6P7  
Contact Andy Underwood [aunderwood@homecommunitysupport.com](mailto:aunderwood@homecommunitysupport.com)  
Fax: 519-372-2091

- 7.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

## 8.0 Force Majeure

- 8.1 The County shall not be held responsible for any damage, delays, or cancellation of the Project as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County.

## 9.0 Governing Law

9.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

## 10.0 Severability

10.1 Each of the provisions contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.

## 11.0 Entire Agreement

11.1 This Agreement and its attached schedules is the entire agreement between the parties with respect to the HCSS Renovation Project and replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.

## 12.0 Amendment of Agreement

12.1 This Agreement can only be changed by a written document signed by both parties.

## 13.0 Successors and Assigns

13.1 This Agreement benefits and binds the parties and their respective successors and permitted assigns.

13.2 Neither party may assign all or any part of this Agreement without the written approval of the other party.

## 14.0 Adherence to Laws

14.1 The parties to this Agreement agree to follow all applicable federal and provincial laws and municipal by-laws in carrying out the terms of this Agreement.

## 15.0 Dispute Resolution

15.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.

15.2 The location for an arbitration hearing will be within the County of Grey at a location to be determined by the County.

The County and the HCSS, intending to be legally bound, have executed this Agreement on the date first written above.

## The Corporation of the County of Grey

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Stewart Halliday, Warden

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Heather Morrison, Deputy Clerk

Together, we have full authority to sign on behalf of the County

## Home and Community Support Services of Grey Bruce

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Andy Underwood, Executive Director

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Kevin Juffs, Treasurer

Together, we have full authority to sign on behalf of the HCSS.

# Schedule "A" - HCSS Renovation Project Scope

## 1.0 Scope

- 1.1 HCSS requires additional program space and has offered to fund the renovation of two (2) areas of Lee Manor at its own expense. The renovation includes changes to the auditorium area and relocation of the tenant area tub room.
- 1.2 A new lease agreement reflecting the revised square footage will be entered into by both parties on completion of the HCSS Renovation Project.

## 2.0 Shared Responsibilities

- 2.1 HCSS and the County agree to the current drawings dated January 16, 2018, completed by G.M. Diemert Architect Inc. as outlined in Schedule B.
- 2.2 Any change orders must be approved in writing by both parties.

## 3.0 HCSS Representative Responsibilities

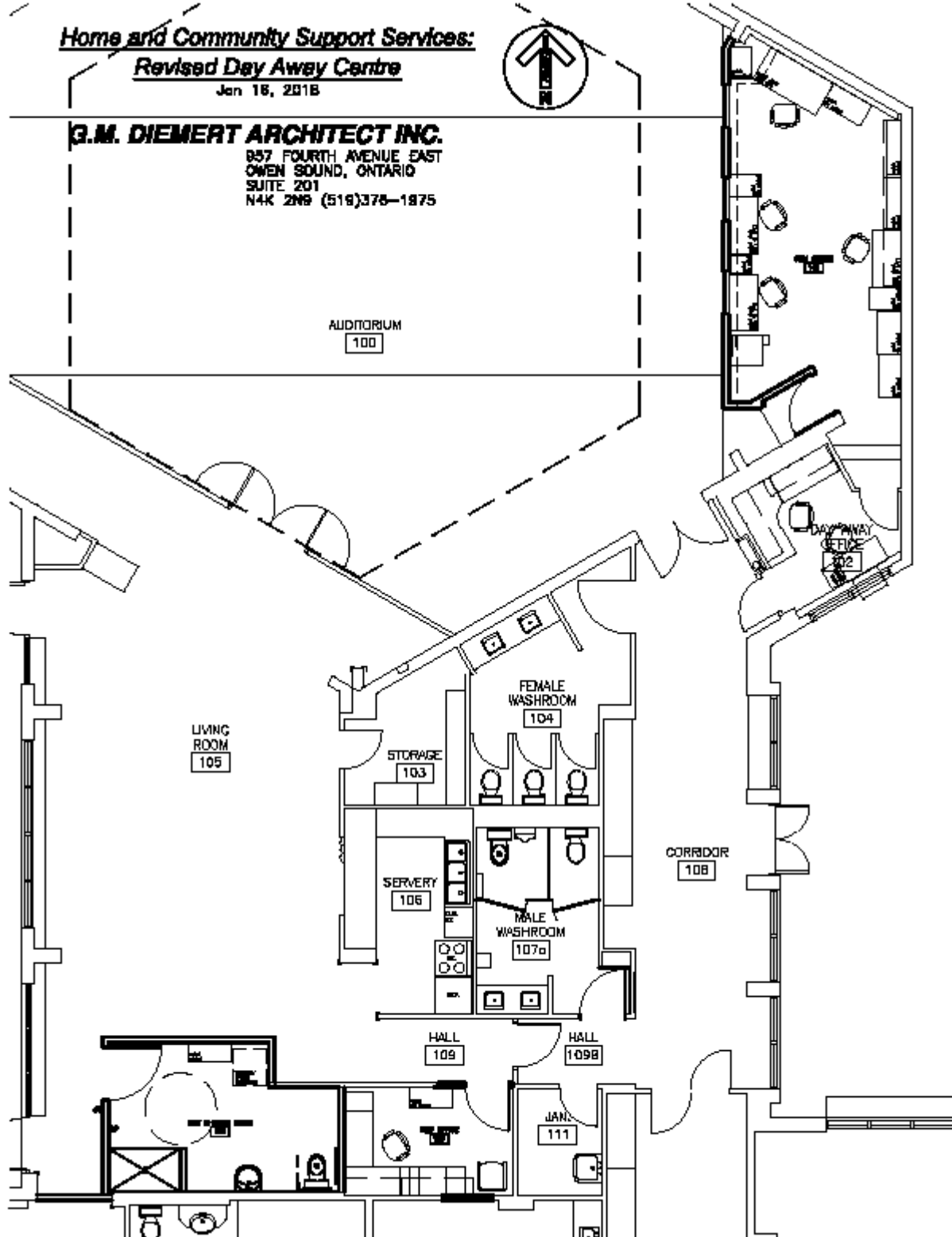
- 3.1 The HCSS Representative will attend the following meetings with the County's Project Manager:
  - a) A pre-construction meeting to confirm all issues are clarified prior to construction;
  - b) Weekly (regular workday to be firmed up at the pre-construction meeting) site meetings as required to review the status of the schedule, updates to schedule, address any changes and review the status of overall contract progress;
  - c) A final walkthrough of the site just prior to the final completion to identify any deficiencies and/or repairs required. The final completion date is estimated to be March 31, 2018.

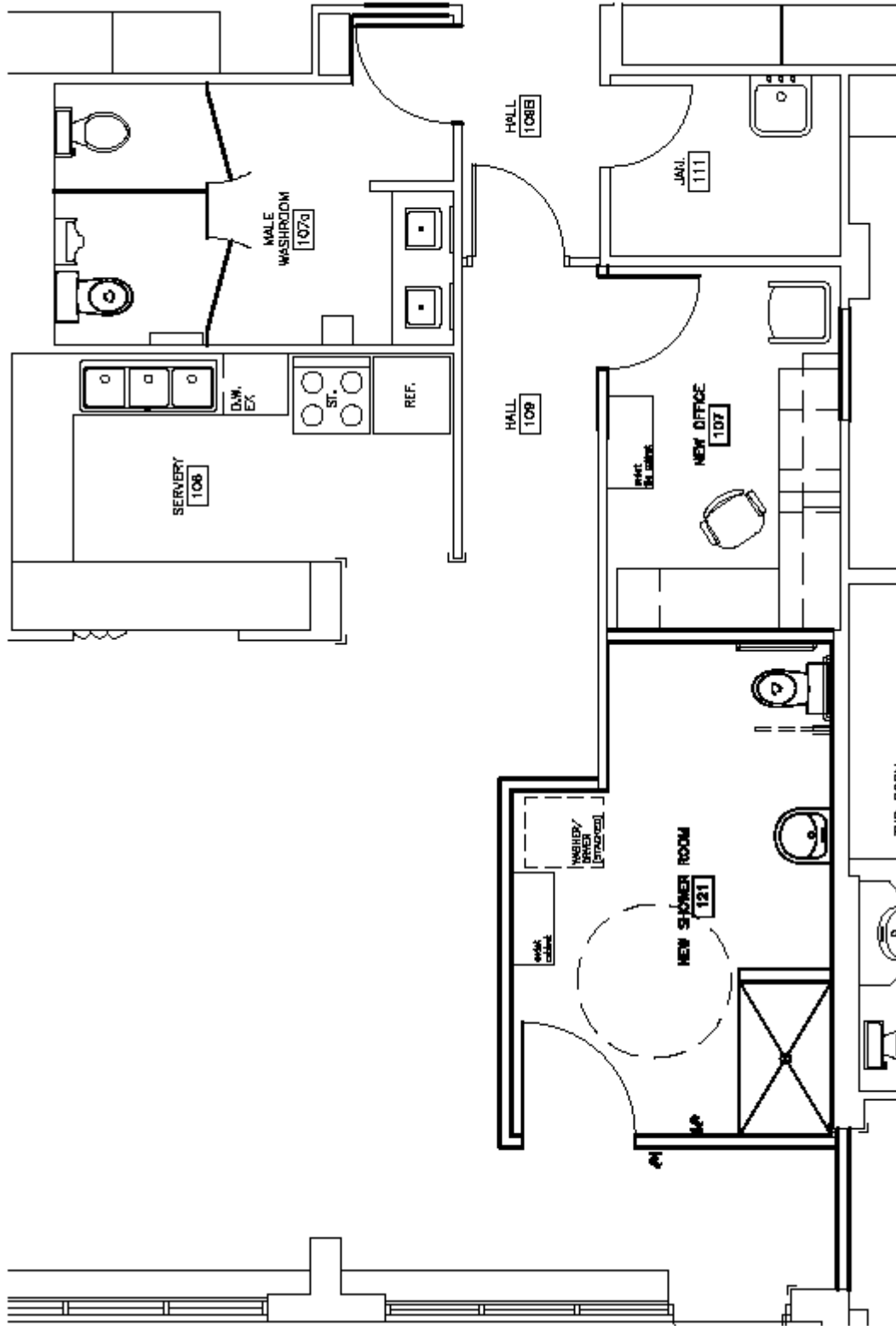
## 4.0 County Responsibilities

- 4.1 The County will administer the contract for the HCSS Renovation Project, and will provide a Project Manager to lead throughout and complete the build.



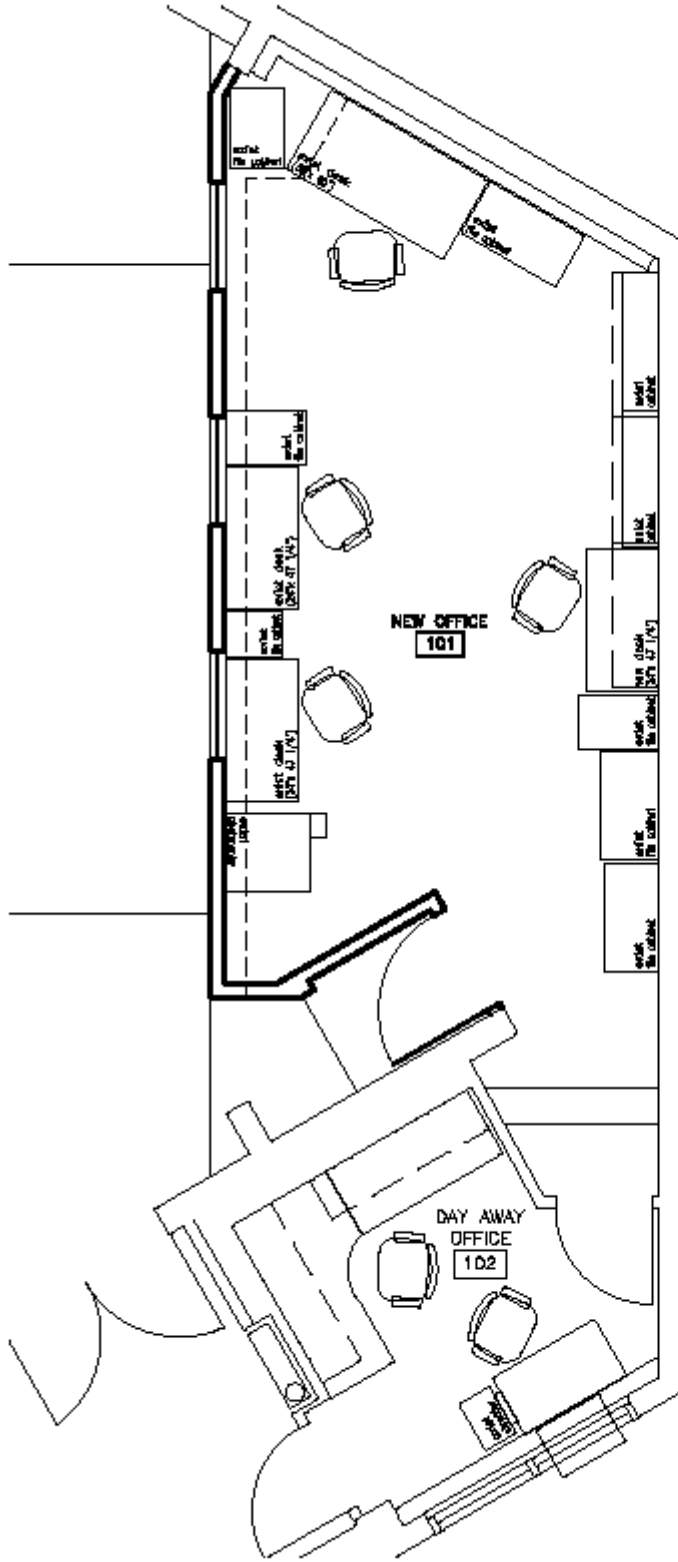
# Schedule "B" - G.M. Diemert Architect Inc. Drawings





**Home and Community Support Services:**  
**Revised Day Away Centre**  
 Jan 18, 2018

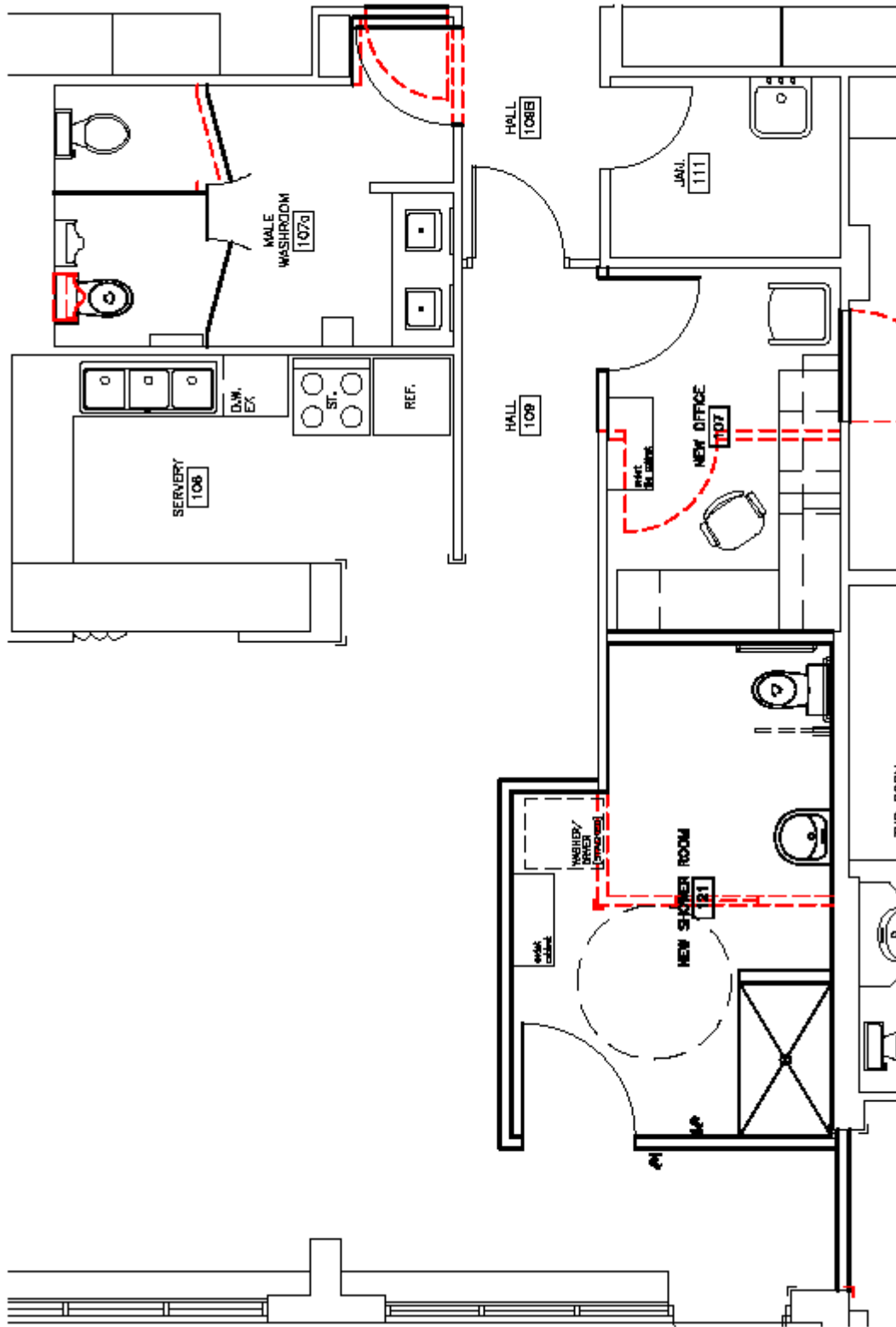
**G.M. DIEMERT ARCHITECT INC.**  
 957 FOURTH AVENUE EAST  
 OWEN SOUND, ONTARIO  
 SUITE 201  
 N4K 2N6 (519)376-1875



**G.M. DIEMERT ARCHITECT INC.**  
 957 FOURTH AVENUE EAST  
 OWEN SOUND, ONTARIO  
 SUITE 201  
 MKK 2N9 (519)376-1875



**Home and Community Support Services:**  
**Revised Day Away Centre**  
 Jan 16, 2018



**Home and Community Support Services:**

**Revised Day Away Centre**

Jan 18, 2018

**G.M. DIEMERT ARCHITECT INC.**

957 FOURTH AVENUE EAST  
 OWEN SOUND, ONTARIO  
 SUITE 201  
 N4K 2N6 (519)376-1875

**Home and Community Support Services:**  
**Revised Day Away Centre**  
Jan 18, 2018



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