

## Event Park Construction Administration Term Sheet

## SCHEDULE "C"

## CONSTRUCTION ADMINISTRATION AGREEMENT TERM SHEET

<b>Parties</b>	The City of Edmonton (City) and ICE District Arena East Development Limited Partnership. (Arena East LP)
<b>Defined Terms</b>	<p>Capitalized terms and expressions used in this Agreement have the meaning given to them in the Master Agreement. In addition:</p> <p><b>"Construction Agreement"</b> means the agreement with the successful industry proponent (including material suppliers, vendors, and equipment, etc.) selected to construct the Public Event Park.</p> <p><b>"Project Professionals"</b> means individually and collectively, any architect, engineer, consultant, or any other person or entity that performs, or agrees to perform, professional design, consulting, inspection, testing, commissioning, advisory or management services in connection with the Project, whether such person or entity is retained directly by the City and/or Arena East LP or engaged by a project manager or construction manager, including subcontractors of any tier.</p>
<b>Management of Project</b>	The Parties have agreed upon a governance structure as outlined within Attachment 1 to this agreement which will be utilized over the course of the construction of the Public Event Park.
<b>Principles Regarding the Design and Construction of the Event Park</b>	<ul style="list-style-type: none"> <li>• The Public Event Park shall be constructed in a manner to provide the Community Benefits defined in the Community Benefits Agreement, and to create economic opportunities that support downtown vibrancy and revitalization. Arena East LP shall take input from the City when determining the programming requirements during the design process. A consultant will be procured to develop/define the Functional and Space Planning. This plan will ensure that the facility's operational, animation, and maintenance aspects meet the requirements of both the City (and its identified stakeholders) and Arena East LP.</li> <li>• The design of the Public Event Park shall take into consideration the full cost of operations and maintenance over its expected lifecycle to ensure an optimal cost investment.</li> <li>• Any agreements with Project Professionals will be solicited, negotiated and awarded by way of open, fair and transparent procurement methods to be agreed upon by the PLT, which will respect City Standards, policies and procedures and be in alignment with any funding agreement terms from the</li> </ul>
	<p>Province of Alberta with respect to the Public Event Park funding.</p> <ul style="list-style-type: none"> <li>• The Public Event Park shall be constructed to a superior standard of design and workmanship, employing high quality materials, finishings, and construction methods to ensure full compliance with applicable codes while harmonizing in scale, form, and aesthetic character with the existing built environment of the surrounding area, including Rogers Place, the Winspear, and the Art Gallery of Alberta</li> <li>• The Project will be managed with the necessary project management controls and processes to provide prudent risk management relating to safety, quality, cost, and schedule and ensure a higher probability of successful project outcomes</li> <li>• The Project Leadership Team (PLT) will agree upon a reasonable schedule for the construction of the Public Event Park</li> <li>• Any cost overruns are to be borne by Arena East LP and must be paid as direct cash contributions and not funded to the City in any other manner, such as through lease amendments, other debt or in-kind contributions</li> </ul>
<b>Project Budget</b>	The Project budget will be prepared by the Project Professionals and presented to Arena East LP and the City for review and approval in accordance with the governance structure attached hereto as Attachment 1.

<b>Decision Making - Approval of Deliverables - Design Documents and Master Project Schedule</b>	<p>Key Deliverables for the Project include;</p> <ul style="list-style-type: none"> <li>- Land <ul style="list-style-type: none"> <li>- Land Transfer</li> <li>- Zoning (if necessary)</li> </ul> </li> <li>- Planning and Design <ul style="list-style-type: none"> <li>- Revalidation and Finalization of Functional Program</li> <li>- Schematic Design</li> <li>- Design Development</li> <li>- Detailed Design</li> <li>- Permits and Approvals</li> </ul> </li> <li>- Construction <ul style="list-style-type: none"> <li>- Issued for Tender / Construction Drawings and Documents</li> <li>- Interim Acceptance and Construction Completion</li> </ul> </li> <li>- Tenant Improvements <ul style="list-style-type: none"> <li>- Equipment</li> <li>- Furnishings</li> </ul> </li> <li>- Post Construction <ul style="list-style-type: none"> <li>- Commissioning</li> <li>- Warranty</li> </ul> </li> </ul> <p>At minimum the following Key deliverables must be submitted for review and/or approval by the PLT:</p> <ul style="list-style-type: none"> <li>- Procurement Plan</li> <li>- Project Delivery Model Evaluation and Recommendation</li> <li>- Option to exercise the Guaranteed Maximum Price within the Construction Agreement</li> <li>- Capital Profile Submission</li> <li>- Functional Programming/Space Planning</li> <li>- Schematic Design Report</li> <li>- Design Development Report</li> <li>- Detailed Design Progress Submissions</li> <li>- Issued for Tender Documents</li> <li>- Cost estimate <ul style="list-style-type: none"> <li>- Target budget development</li> <li>- Cost estimate with schematic design report</li> <li>- Cost estimate with design development report</li> <li>- Cost estimate with detailed design progress submissions</li> <li>- Cost estimate with IFT submissions</li> </ul> </li> </ul>
<b>Change Documents</b>	<p>In alignment with the governance structure (Attachment 1), the Project Management Team will have oversight and decision-making, within the delegated authority limit related to change management within the project parameters as approved by the PLT.</p> <p>The Project Management Team will escalate decision points to the PLT for approval when they involve:</p> <ul style="list-style-type: none"> <li>- Scope changes beyond previously approved Key deliverables,</li> <li>- Budget adjustments outside delegated authority limits, or</li> <li>- Schedule adjustments to key project milestone dates previously reviewed by the PLT</li> </ul>
<b>Facility Takeover Date</b>	<p>The Construction Agreement will define the Interim Acceptance date and terms of the Public Event Park Facility Work including the contractual obligations required to transition the facility from the Construction under the Prime Contractor requirements to the City of Edmonton. Prior to occupancy, the Project Management Team shall develop an operations and maintenance plan for the Public Event Park and submit the same to the Project Leadership Team for review and approval. The City will work with Arena East LP regarding the transition to operate through the terms and conditions of the Public Event Park Lease.</p>
<b>Insurance</b>	<p>A comprehensive insurance program shall be developed by Arena East LP for the review and approval by the PLT, prior to implementing the insurance program for the Prime Contractor responsible for the delivery of the Public Event Park. This program shall identify all insurance, bonding including but not limited to performance bond, labour &amp; materials bond and any other security which will be required to be maintained by or on behalf of the City, Arena East LP, the Architect, the Project Manager, the Construction Manager and all Contractors and Consultants with respect to the Project at all times until final completion of the Project, and any warranty periods following completion. In particular, the required insurance coverage shall be with insurers licensed to carry on an insurance business in Alberta and having a recognized rating which is acceptable to both Parties, acting reasonably. Such insurance coverage shall include a waiver of subrogation, be primary and non-contributory and be for such amounts and with such deductibles, such exclusion and such additional risk coverage as are normal in a project of this size and complexity. Satisfactory evidence of insurance and bonding must be provided to the City for the full duration of the Project.</p>
<b>Payment Procedures</b>	<p>The PMT is responsible for developing invoicing standards and requirements, as well as invoice review policies and procedures, to ensure that all vendor invoices are reviewed and, if approved, paid, promptly and in line with applicable prompt payment legislation. The PMT will receive and review these invoices, confirming they meet all payment term requirements, including, where required, WCB clearance, statutory declarations and holdbacks, and certificates for payment for all construction invoices. After review, the PMT will recommend payments to the PLT for their review, acknowledgment, and signature. Finally, all invoices must be submitted through the City's Ariba payment process and include the necessary City of Edmonton Expenditure Authority Approval to be processed.</p>

## Attachment 1:

ATTACHMENT 1  
PROJECT GOVERNANCE STRUCTURE

1. **Definitions.** For the purposes of this Schedule, capitalized terms not otherwise defined in the main body of the Master Agreement have the following meanings:
  - a. **"Approved Design"** means the final design of the Public Event Park approved by PLT.
  - b. **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday observed in Edmonton, Alberta.
  - c. **"Material Agreement"** means each contract with a Material Consultant.
  - d. **"Material Consultant"** means each of the architect, the project manager and the construction manager, which are engaged for the completion of the Project.
  - e. **"PLT Matters"** means a change in the Approved Design; an increase in the overall Project budget; an extension of the overall Project schedule, matters relating to the selection of a Material Consultant, the insurance program to be implemented for the Project, and a decision to deliver a notice of default or termination under any Material Agreement.
2. **Governance Structure.** The Parties hereby establish a four level governance structure for the Project consisting of:
  - a. one or more Project Execution Teams ("**PETs**");
  - b. a Project Management Team ("**PMT**")
  - c. a Project Leadership Team ("**PLT**"); and
  - d. an Executive Steering Committee ("**ESC**"),

(each of the PMT, PLT and ESC is a "**Project Governance Body**"). Each Project Governance Body is authorized to exercise the powers, functions, and duties set forth in this Schedule and shall possess full authority to act, make commitments, and bind his or her appointing Party on all matters within its scope of authority. Except as otherwise expressly provided herein or in an applicable Ancillary Agreement, no other approval, ratification, or corporate action shall be required for decisions validly taken by a Project Governance Body under this Schedule. For clarity, each Project Governance Body does not have a "one person, one vote rule" and, regardless of the number of representatives from each Party on the Project Governance Body, the representatives of each of the City and Arena East LP are deemed to speak with one voice.
3. **Project Execution Teams.** A PET shall be constituted in conjunction with the negotiation, preparation and performance of any discrete scope of work that, in the reasonable judgment of the PLT, warrants dedicated execution-level oversight. Each PET shall be composed of such technical, managerial, commercial, or professional personnel as is appropriate for the timely and efficient preparation of and, as applicable, performance of the scope of work set forth in, the applicable Ancillary Agreement. Each PET shall meet as frequently as required to maintain space of the work that achieves the overall Project schedule. Each PET, through the PMT, shall provide to the PLT a monthly report highlighting, as applicable to their Ancillary Agreement, agreed metrics, cost performance, schedule status, quality issues, and emerging risks.
4. **Project Management Team.** The PMT shall consist of representatives appointed by Arena East LP, the External Project Manager, and representatives appointed by the City, each with sufficient organizational authority to resolve issues and make or approve the majority of decisions. The PMT shall serve as the primary governance body for day-to-day oversight of the project and shall have the authority to: establish, resource, and dissolve one or more PET's as required; issue directions to, and receive regular status reports from, PET's; monitor all activities relating to design, procurement, construction, commissioning, regulatory, environmental, safety, and quality-assurance; proactively identify emerging technical, commercial, and stakeholder issues, and formulate and implement action plans intended to resolve or mitigate such issues; review and, other than in respect of PLT Matters, approve, change orders. The PMT may make recommendations to the PLT in respect of PLT Matters. The PMT shall meet as frequently as required to maintain space of the work that achieves the overall Project schedule.
5. **Project Leadership Team.** The PLT shall consist of two or more senior representatives appointed by each Party, each with sufficient organizational authority to resolve commercial and technical issues affecting the Project as a whole. Prior to completion of construction of the Public Event Park, the PLT shall meet on a regularly scheduled basis, not less than monthly (unless the Parties agree otherwise), to review Project performance, risks, budget and schedule status, upcoming milestones, and any recurring issues arising. The PLT shall have the exclusive authority to consider and resolve all PLT Matters. Following completion of construction of the Public Event Park the PLT shall meet upon request of either Party.
6. **Executive Steering Committee.** The ESC shall be comprised of executives of Arena East LP (or its affiliate) and executives of the City. The ESC shall meet only when a matter has been referred by the PLT or when an ESC member considers that the significance of a Project-wide issue warrants their direct engagement.
7. **Quorum.** A quorum for any meeting of a Project Governance Body shall exist when at least one duly appointed representative (or his or her designated alternate) of each Party is present or otherwise participating. If a quorum is not present at a scheduled Project Governance Body meeting, that meeting shall be adjourned and rescheduled to occur within forty-eight hours of the original meeting. If a quorum is not present at the second meeting, and the same Party's representative(s) that were not present at the first meeting are not present at the second meeting, the matters to be discussed at that meeting shall be referred to the PLT (in the case of a PMT meeting), or the ESC (in the case of a PLT meeting).

	<p>8. <b>Decision-Making.</b> Each Project Governance Body shall attempt in good faith to reach consensus on matters to be decided by it in a timely manner, and in any event within a timeframe that would not result in an increase to Public Event Park Costs or cause a delay in the Project schedule. It is acknowledged that consensus does not mean 100% approval; however,</p> <p>a. if consensus is not reached by the PMT on:</p> <ul style="list-style-type: none"> <li>i. matters relating to day-to-day operational decisions;</li> <li>ii. change orders not changing the Approved Design;</li> <li>iii. routine schedule adjustments that do not delay the overall Project schedule; or</li> <li>iv. emergent matters that involve the safety of personnel or the protection of property,</li> </ul> <p>the decision of the External Project Manager shall prevail and shall be final and binding upon the Parties;</p> <p>b. if consensus is not reached by the PLT on a PLT Matter, the PLT Matter shall be referred to the ESC for consideration. The ESC shall convene on an ad-hoc basis within five (5) Business Days after receipt of a PLT Matter referral and shall endeavor to reach consensus on the resolution of the PLT Matter within three (3) Business Days of the ad-hoc meeting unless a longer period is mutually agreed.</p> <p>c. Decisions of each Project Governance Body are final and binding upon the Parties subject only to any mandatory dispute resolution procedure expressly set forth in the Master Agreement that cannot be waived by the Parties.</p> <p>9. <b>Substitution and Delegation.</b> Each Party may, upon written notice to the other Party, substitute an appointed member of any Project Governance Body or appoint an alternate to attend a specific meeting provided that the substitute or alternate possesses authority equivalent to the member for whom he or she is acting. A member may delegate decision-making authority to another person attending a meeting by written (which may be by email) proxy delivered to the other Party before or at the meeting.</p> <p>10. <b>Meetings and Records.</b> Each Project Governance Body may conduct meetings in person, by video conference, or by other agreed electronic means, shall cause accurate minutes to be taken, including attendees, decisions reached, action items, responsible persons, and due dates. Draft minutes shall be circulated within three (3) Business Days after each meeting and shall be deemed approved unless contested in writing within five (5) Business Days of each meeting.</p> <p>11. <b>No Re-Allocation of Risk.</b> This Schedule establishes the internal governance framework of the Project and shall not be construed to alter the allocation of risk, remedies, liabilities, or indemnities under the Master Agreement or any Ancillary Agreement except to the extent that authority to make binding decisions is expressly granted herein.</p>
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	<p style="text-align: center;"><b>Master Project Schedule Attachment 2</b></p> <p>The Master Project Schedule, as shown below, is the anticipated construction schedule that may change and be replaced over time, subject to additional site work and other factors.</p> <p style="text-align: center;"><b>Major Deliverables and Timelines - Preliminary Schedule - subject to change)</b></p> <table border="1"> <thead> <tr> <th>Deliverables</th><th>Proposed Dates</th></tr> </thead> <tbody> <tr> <td>External Project Manager Procurement</td><td>August 2025 - October 2025</td></tr> <tr> <td>Functional Programming &amp; Space Planning Consultant Procurement:</td><td>August 2025 - September 2025</td></tr> <tr> <td>Master Agreement:</td><td>August 25, 2025</td></tr> <tr> <td>Capital Profile</td><td>August 25, 2025</td></tr> <tr> <td>Borrowing Bylaw</td><td>August 25, 2025</td></tr> <tr> <td>External Project Manager Award</td><td>October 2025</td></tr> <tr> <td>Borrowing Bylaw (2nd - 3rd Reading)</td><td>September 2025 (TBD)</td></tr> <tr> <td>Prime Consultant Procurement</td><td>October 2025 - November 2025</td></tr> <tr> <td>Prime Consultant Award</td><td>November 2025</td></tr> <tr> <td>Construction Management Procurement:</td><td>February 2026</td></tr> <tr> <td>Design Activities:</td><td>November 2025 - May 2027</td></tr> <tr> <td>Construction Activities:</td><td>April 2027 - Q2 2029 (minimum 24 months, construction duration to be reviewed)</td></tr> <tr> <td>In Service Date / Open to Public:</td><td>2029</td></tr> </tbody> </table> <p style="text-align: right;">August, 2025</p>	Deliverables	Proposed Dates	External Project Manager Procurement	August 2025 - October 2025	Functional Programming & Space Planning Consultant Procurement:	August 2025 - September 2025	Master Agreement:	August 25, 2025	Capital Profile	August 25, 2025	Borrowing Bylaw	August 25, 2025	External Project Manager Award	October 2025	Borrowing Bylaw (2nd - 3rd Reading)	September 2025 (TBD)	Prime Consultant Procurement	October 2025 - November 2025	Prime Consultant Award	November 2025	Construction Management Procurement:	February 2026	Design Activities:	November 2025 - May 2027	Construction Activities:	April 2027 - Q2 2029 (minimum 24 months, construction duration to be reviewed)	In Service Date / Open to Public:	2029
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## **Attachment 2**

The Construction Administration Agreement shall be in a form acceptable to Employee and Legal Services, and in content acceptable to the Branch Manager of Infrastructure Delivery (the "Branch Manager"). The approval of the Construction Administration Agreement shall include the approval of such corrective, conformance and incidental amendments to the terms and conditions of the Construction Administration Agreement and the approval of any ancillary agreements that are reasonably required or desirable to give effect to or implement the Construction Administration Agreement of the Event Park, as may be subsequently approved by the Branch Manager.