

2015

DECEMBER

Facility Tour and Networking

2016

JANUARY

Chapter Social Event

FEBRUARY

EIFS... Not Just a Pretty Face

MARCH

TBD

APRIL

- Joint Meeting with Calgary
- Infonet

MAY

Annual Chapter Meeting

JUNE

Golf Tournament



Place: Heritage Valley Fire Hall; 12110 – 26 Avenue

Time: 4:30 PM Tour Starts
5:45 PM Mingle at Chop Restaurant & Bar 10111 Ellerslie Rd

Cost: Tour is \$10.00 / Mingle at your own cost

Reserve: Register online at www.cscedmonton.ca.

VISIT YOUR WEBSITE AT

<http://www.cscedmonton.ca/>

Help us develop a website that meets your needs. Go to the "Want More Info" link on-line and let us know.

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2015/ 2016 Edmonton Chapter Executive		
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Advertising Rates
<p>Business Card: April 1 to May 30 Rates cover your ad on our website 24 hours per day, 7 days per week Business card online: Annual \$100 if received by May 1; \$75 if received by August 1; \$50 if received by November 1; \$25 if received by February 1 Add \$50 to have a link to your company website from the CSC Edmonton Chapter web page.</p>

Chapter Sponsor
<p>New Chapter Sponsor Bundles go to: edmonton.csc-dcc.ca/About+Us/Sponsor+Opportunities++CSC+Edmonton+Chapter/</p>

Student Sponsor
<p>CSC Student Sponsorship pays for 6 monthly meeting tickets for a CSC, NAIT, or University student to attend a scheduled meeting. Annual \$250</p>
Meeting Sponsor
<p>\$50 for Individual (Personal) Sponsor \$250 for Corporate Sponsor</p>

FOR FURTHER INFORMATION

Contact any member of the Executive, attend one of our chapter meetings, or send your name and address to CSC Edmonton Chapter, PO Box 35093 Mid Town PO, Edmonton, AB T5J 0B7 or go to edmonton.csc-dcc.ca for additional contact information

GOALS OF CSC

Construction Specifications Canada is a multi-disciplinary non-profit association dedicated to the improvement of communication, contract documentation, and technical information in the Construction Industry. CSC is a National Association with Chapters in most major Canadian Cities.

To this end, CSC pursues the study of systems and procedures that will improve the coordination and dissemination of information relevant to the construction process.

We seek to enhance the quality of the design and management aspects of construction activity through programs of publication, education, and professional development, believing that by so doing, we can contribute best to the efficiency and effectiveness of the construction industry as a whole.

OBJECTIVES OF CSC

To foster the interest of those who are engaged in or who are affected by the compilation or use of any forms of specifications for the construction industry.

To publish literature pertaining to the construction industry.

To engage in activities to improve procedures and techniques related to the construction industry.

The opinions and comments expressed by the authors do not necessarily reflect the official views of Construction Specifications Canada. Also, appearance of advertisements and new product or service information does not constitute an endorsement of those featured products or services.

Special Announcements:

This area is for announcements about you, our members. Any milestones, awards, or other announcements, please contact the Executive.

Announcements

Congratulations to the winners of the 2015 Edmonton Urban Design Awards

Legacy People's Choice 2015

Legislature Grounds

Urban Architecture Award of Excellence Recipients

Borden Park Pavilion, Clareview Community Recreation Centre, John Fry Sports Park Pavilion

Urban Architecture Award of Merit Recipients

Millwoods Library & Seniors Multicultural Centre, Millwoods Park Pavilion

Civic Design Projects Award of Excellence Recipient

Federal Building Centennial Plaza

Civic Design Projects Award of Merit Recipient

Capital Boulevard

Urban Fragments Award of Excellence

Vaulted Willow (Borden Park)

Urban Fragments Award of Merit

Neon Sign Museum (104 Street & 104 Avenue)

Community-Based Projects Award of Excellence

Arc Mural (Abbottsfeld Recreation Centre)

Community-Based Projects Award of Merit

Grandin Murals (Grandin LRT Station)

Student Projects Award of Excellence

Impose (Sir Winston Churchill Square & Peter McDonnell Memorial Park), Regenerating Rosedale

Heritage Development Award of Excellence

The Alberta Hotel (98 Street & Jasper Avenue)

Heritage Development Award of Merit

Immigration Hall (105 Avenue & 100 Street)

Implemented Residential Infill Award of Excellence

House Monochrome (98 Street & 79 Avenue)

Implemented Residential Infill Award of Merit

LG House (133 Street & 105 Avenue)

Chair's Message



Kevin Osborne, CET, CSC Edmonton Chapter Chair, Architecture | Tkalci Bengert

Our last month of work and CSC events before the Christmas break. Thanks to all members and guests who attended the MKT networking event; it was a very successful and fun evening. Watch for the new Fire Hall tour this month!

We have started preparations for INFONET in April, the speaker is booked, and the venue will again be the Chateau Louis Conference Centre. Looking forward to seeing everyone there!

Have a safe and happy holiday break, and a great start to 2016!!

Membership in CSC

Donna Devloo, Biblioteca



In the construction industry's fast-paced environment, the need for and value of Construction Specifications Canada is greater than ever. CSC brings together individuals from all segments of the construction industry. All who have a vested interest in Canada's largest industry are invited to join CSC. When you join CSC you become part of the only association that brings together professionals from all aspects of the construction industry.

DESIGN TEAM

CSC offers members of the Design Team the opportunity to meet with other members and exchange information. It also affords you the chance to help improve technology and its management, and the means to improve ways in which your ideals are translated into clear, concise and complete documentation.

BUILDING TEAM

If you are a member of the Building Team, Construction Specifications Canada offers you the opportunity to become involved in formulating specifications. Your valuable input into the programs can help generate time and cost savings as well as improve performance.

SUPPLY TEAM

The multi-disciplinary composition of CSC allows members of the Supply Team to meet with other members of the construction team. CSC programs in data filing and information retrieval are geared to present convenient and concise information on your products for proper evaluation and specification.

THE STUDENT

If you are a student of architecture, engineering or construction technology, CSC will provide you with greater exposure to and a better understanding of the Construction Industry, giving you an excellent opportunity if you plan a career in the construction field.

Contact Donna DeVloo for membership information

P: 780-984-5612

E: ddevloo@bibliotecainc.com

People And Places

Fresh Faces (New Members)

Ms. Valerie Hitchen

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Yes, We've Moved (Contact / Mailing Address Update)

Mr. Jonathan Ram

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Mr. Herb T. Guhl, RSW

2368 Ware Crescent NW
Edmonton, AB T6W 2V1

Previous Members Re-Joining / Re-Activated

None this month

CSC Education:



Mike Ewaskiw, CTR

Principles of Construction Documentation

The PCD course is an introductory course that will enable the student to have a better understanding of construction documentation (specifications, drawings, and schedules), products, bidding procedures, and contracts. **It is also a prerequisite to all the other CSC education courses.**

Specifier 1

The Specifier 1 course is an intermediate level course that will take the individual beyond the concepts previously introduced in the PCD Course. Although some of the same topics are included in this course, the depth of comprehension and explanation exceed that of the PCD course. The Specifier 1 course is a prerequisite for the **Certified Specification Practitioner (CSP)** designation from

CSC. Successful completion of the course may be credited toward the experience component requirements for the Registered Specification Writer (RSW) designation.

Technical Representative

The TR course will provide a better understanding of contract documents and bidding procedures, product representation, professionalism, and ethics, and will provide a new depth of understanding and explanation of concepts beyond what was previously introduced in the PCD course. The course is designed for the individual involved in the supply section of the construction industry such as manufacturer representatives, agents or distributors of products. The student will have successfully completed the PCD course.

Contact Mike for all of your education needs.

Mike Ewaskiw, CTR
District Manager
StonCor Group
P: 780.237.7844
E: mewaskiw@stoncor.com

CALL FOR PHOTOS FOR SPECIFIER AND WEBSITE!

The Chapter would like to ask the membership to volunteer photos for the website and the front page of The Specifier. The photos do not have to specifically relate to projects or materials of interest. They can be personal photos of members, events (both CSC and non-CSC events), or members' hobbies and interests. Anything goes, as long as it's interesting! Anything you would like to share could end up HERE!

EDUCATION COURSES

Upcoming Classes: Starting January 2016:

- [Principals of Construction Documentation \(PCD\)](#) – Course start January 11, 2016 (10 nights)
- [Specifier 1](#) – Course start January 2016
- [Specifier 2](#) – Course start January 11, 2016 (11 nights) at Architecture | Tkalcic Bengert
- [Construction Contract Administration \(CCA\)](#) – Course start January 11, 2016
- [Technical Representative \(TR\)](#) – Course start January 11, 2016

Courses run from mid-January to mid-March each year

Cost: \$600.00 for members and \$700.00 for non-members

Class Times: 6:00 – 9:00 PM.

Upcoming Classes Online:

[Principles of Construction Documentation](#) – (course code CNST245) Course starts January 11, 2016.

[Technical Representative](#) – (course code CNST247) Course starts January 11, 2016.

[Specifier 1](#) – (course code CNST178) Course starts January 11, 2016.

INDUSTRY NEWS & EVENTS

December 2-4, 2015

The Building Show
Informa Canada
Metro Toronto Convention Centre, Toronto, ON
www.constructcanada.com

January 19-21, 2016

International Builders Show
National Association of Home Builders
Las Vegas Convention Center, Las Vegas, NV
www.buildershow.com

January 19-22, 2016

Surfaces/StonExpo-Marmonacc Americas TileExpo
Informa
Mandalay Bay Convention Center, Las Vegas, NV
www.tisewest.com

February 1-5, 2016

World of Concrete
Informa
Las Vegas Convention Centre, Las Vegas, NV
www.worldofconcrete.com

February 8-11, 2016

Sprayfoam 2016
Spray Polyurethane Foam Alliance
Rosen Centre Hotel, Orlando, FL
www.sprayfoam.org/expo

Social Media:

Jonathan Chinn
Omtrak Canada

Check us out:



<https://www.facebook.com/CSC-Construction-Specifications-Canada>



Articles of Interest

What You Missed at Breakfast

Skip Helfrich

Integrated Project Delivery – Presented by Jennifer Hancock

Our November program presentation was all about the IPD process, which is starting to make inroads in the construction industry here and across the country.

While this system has been used in other industries for some time, it is still relatively new to the construction industry, especially in Canada. Construction productivity has not really improved over the last 50 years, and the IPD process may be a huge boost to change that.

Using a very collaborative approach to construction, the IPD process shakes up the status quo in a

few different areas. With a 'Target Value Design Process' the design phase is now more closely tied in to the project estimation, with many parts of the estimate being completed before final design. Simply, the design is done to work with the estimation. All major trades, the owner, and consultants work on the design which aids in early detection of potential constraints on the project.

The contract used in the IPD process is quite different as well. The major players (owner, consultant, general, and major trades) all sign the same contract. Potential profits are held in a pool that is paid out after completion of the project. Since each member of the team can affect the overall pool, it is in each member's interest to assist other members in whatever ways are possible. This contract is extremely flexible to accommodate the needs of each IPD project.

The IPD process does require a major change in the thinking process of those of us in the construction industry. This very collaborative and commitment-based system differs greatly in the current 'Us vs Them' type of mentality. While there is a very steep learning curve to accept these types of principles, the difficulties that are faced in implementing these types of strategies will pale in comparison to the great improvement in project delivery and overall satisfaction by owners, contractors, and tradesmen.

RAIC Issues Statement on 24 Sussex Drive

Sourced From: <https://www.raic.org/news/raic-issues-statement-24-sussex-drive>

Photo: Alasdair McLellen (CC by 5A 3.0)



The Royal Architectural Institute of Canada (RAIC) is pleased that the condition and future of the Prime Minister's official residence at 24 Sussex Drive in Ottawa is finally receiving much-needed attention.

The RAIC, which advocates for excellence in the built environment, congratulates Prime Minister-designate Justin Trudeau for postponing his occupancy to give priority to the state of the "people's house" for the benefit of all Canadians.

"We believe Mr. Trudeau deserves credit for recognizing that the house belongs to the people of Canada and, as such, its economic value and value as a symbol of Canada cannot be allowed to deteriorate further," says RAIC President Sam Oboh, FRAIC. "We also thank the Governor General of Canada for making available to the incoming Prime Minister a house normally occupied by his Secretary."

The National Capital Commission (NCC) has done a good job of systematically upgrading and maintaining the official residences of Canada. Unfortunately, it has not been granted access to 24 Sussex Drive to do more than cosmetic repairs, resulting in the need now for a total overhaul. The RAIC supports the responsible approach of the NCC in seeking professional advice from its Advisory Committee on Official Residences of Canada, comprised of architects and experts in heritage, interior design, and real estate development.

The RAIC recommends a thorough assessment of the property to ascertain its capacity to meet the operational, functional and programmatic needs of a prime ministerial residence in the 21st century. Recognizing that the NCC has architects, including a Chief Architect, and other professionals on staff, the members of the RAIC stand ready and willing to contribute in any way they can.

In terms of sustainability, the history of the house, and its status as a federal heritage building, the RAIC recognizes that the first choice would be to rehabilitate the building if feasible. "Rehabilitation of

a 19th-century deteriorated building into a more comfortable, efficient, safe and welcoming building is well within the realm of possibility with thoughtful design led by architects,” says RAIC vice-president Allan Teramura, FRAIC.

However, if rehabilitation proves to be unfeasible, “a purpose-built residence for Canada’s Prime Minister creates an opportunity to hold an architectural competition and demonstrate the best of Canadian design, innovation, energy efficiency and craftsmanship,” says Mr. Oboh. “As demolition is likely not justifiable, a different site in the capital would be required for a new residence.”

Members of the board of the RAIC are available for interviews and to share architectural perspectives and expertise on this timely topic.

Industry Designations: Are They Worth It?

By: Guillermo Cordero, B.Arch., MRAIC, CTR, BSSO, CSP; Sourced From: <http://www.constructioncanada.net/industry-designations-are-they-worth-it/>

Not too long ago, I handed my business card to a friend. Looking at the list of letters at the end of my name, he laughed – “Are you kidding me? Why do you collect so many designations? Maybe you have a self-esteem problem!”

As a CSC member who holds a Certified Technical Representative (CTR) and Certified Specification Practitioner (CSP), in addition to other designations, several questions came to my mind (other than whether to keep this friend): Are those letters really important to my clients, and would they be more likely to trust someone with designations? What do designations mean to them? How many are too many? To find the answers, I decided to ask the ‘targets’ of my business cards: architects and consultants.

What to Include and Why

There seemed to be consensus about the importance of designations, but they were not as crucial for those at the head of firms and manufacturers. According to those I spoke with, owners, CEOs, presidents, and principals of companies do not need to worry about having their letters listed – their job titles require no backup.

Designations are usually the next step in education and training. They show the person is educated in the field. Some of them are more ‘important’ (or, more accurately, ‘relevant’) than others, but they should always be complementary to experience. In other words, a ‘P.Eng.’ is an asset when accompanied by years in the field. Several consultants place more value on a non-P. Eng. person with 20 years of experience than a new graduate with a “Professional Engineer” designation.

PhDs and P.Engs. aside, almost everybody with whom I spoke agreed ‘membership designations’ should not be listed because they only mean you pay annual fees. However, I would like to clarify that certain memberships require the person to hold a professional degree.

Membership acronyms such as MRAIC (Member, Royal Architectural Institute of Canada) or OAA (Ontario Association of Architects) are exclusive to people with architectural degrees, and MAATO (Member, Association of Architectural Technologists of Ontario) is for architectural and building technologists and technicians. CSLA (Canadian Society of Landscape Architects), ARIDO (Association of Registered Interior Designers of Ontario), and other groups like them are for their namesake professions. In my opinion, those memberships—with or without designations—are relevant to the industry.

For those who do not have an ‘earned’ designation, listing affiliations like CSC or CSI (Construction

Specifications Institute) will also show they support the associations and are more likely to be aware of what happens in the industry. At the same time, many people I spoke with suggested that if someone earns a designation issued by the organization (for example, CSC's Registered Specifications Writer [RSW] certification), then listing the association is not necessary.

Designations mean a great deal of responsibility for both the issuing entity and the holders. However, some of these certifications seem to have lost credibility in the industry, either because it is too easy to obtain them or because of the actions of some of the holders. Several professionals reported recurring signs of inefficiency or lack of expertise and knowledge led them to consider certain designations a liability rather than an asset.

It is also possible to find professionals who obtained their degree, but with barely passing grades and no track record of increasing their knowledge after graduating. To compensate for this, entities issuing certifications should make the process of certification (and re-certification) much more demanding, while those of us with designations must remain mindful of the extra effort they imply. Associations, of course, have the responsibility of balancing designations as a source of income and as means of credibility.

Why be Certified?

Through first-hand experience, I know holding a designation relevant to the field increases the chances a professional will contact me; at the same time, it ultimately promotes the company I work for. I am also aware of the responsibility it carries. The designation may open the door, but only helpful advice and professionalism will continue to create the rapport I need.

In my particular position as a manufacturer's architectural representative, obtaining my CTR designation (along with taking the necessary education, of course) strengthened my credibility and, most importantly, increased my knowledge about what my clients need and how to accurately provide it. This also applies to my CSP education courses and designation – preparing, editing, and interpreting specifications are a critical part of my work.

Pursuing these certifications involved a lot of dedication, time, and effort, but this work is greatly compensated with the gained benefits. Including them on my business cards just makes sense.

Conclusion

Based on our own beliefs, we may decide which designations should be listed in our business tools. In other words, it is at your own discretion how many letters to place on your card, providing they are relevant and professionally recognized. This means if you're selling roofing membranes, you may not want to mention your AASACA (Associate of Applied Science Degree in Advanced Culinary Arts). Your clients may appreciate that you bake your own pastries for the lunch-and-learn sessions, but this would not have much of an impact on the specifications.

Someone once told me if your designations stretch longer than your first and last names together, then you are trying to prove something. My response is yes – you are trying to prove you have taken the time to study various subjects related to the industry, given the multidisciplinary character of our jobs. As for my friend who kidded me about my designations, I probably won't dump him, after all. In fact, if he apologizes and throws in a couple of building sciences courses, I will forgive him.

Enough Pork, Please. This Time, Let's do Infrastructure Right

By: Alan Freeman, Sourced From: <http://ipolitics.ca/2015/11/06/enough-pork-please-this-time-lets-do-infrastructure-right/>

Restoring the long-form census. Implementing a middle-income tax cut. Resettling 25,000 Syrian refugees. The new Trudeau government certainly is in a hell of a hurry.

There are lots of good reasons to move quickly in these areas. The Liberals promised change and the public expects them to deliver. The extraordinary optics of Wednesday's swearing-in ceremony at Rideau Hall and the impressive resumes of the new cabinet members were enough to leave even the most jaded journalists with a renewed sense of optimism for the future of the country. And moving with alacrity on important promises will show that the government means business and will keep its honeymoon with the public alive a bit longer. But there's one area where the new government should slow down and take its time: infrastructure spending.

The Liberals promised during the campaign to spend an extra \$59.1 billion on infrastructure over the next 10 years, starting with \$5 billion a year in 2016-17 and 2017-18. One-third is to be spent on public transit, another third on social infrastructure (housing, child care and cultural buildings) and the final third will go to green infrastructure like water treatment and climate-change related projects. The existing New Building Canada Fund will prioritize investments on more traditional projects, like roads, bridges and ports.

Back in 2009, when the global financial crisis provoked a rapid drop in economic activity, infrastructure spending was a big component of the Conservative government's Economic Action Plan. The theme at the time, repeated ad nauseam by Finance Minister Jim Flaherty, was "shovels in the ground." The idea was to get work going as quickly as possible on infrastructure projects to provide much-needed economic stimulus. Projects, he kept on saying, were to be "timely, targeted and temporary."

Another phrase Flaherty repeated a lot in 2009 was "use it or lose it." Provinces and municipalities were warned that if they didn't get the excavators digging and the concrete pouring by March 31, 2011, the promised cash would be clawed back by Ottawa. Of course, it didn't quite work out that way.

By its very nature, infrastructure spending takes time. Deciding on a transit line, a wastewater treatment plant or a port installation requires years of design work, environmental assessments and community consultation before construction contracts go to tender and construction starts. Speed things up too much and you get poorly planned projects — or worse, ones you didn't really need in the first place.

In the end, the 2009 Economic Action Plan gave us billions of dollars worth of new university science labs and classroom space, rebuilt bridges and sewer lines and improved federal facilities. But it also gave us lots of updated hockey rinks and — bizarrely — a refurbished Bluenose II schooner that took many more years and millions more dollars to complete. And there were few signature projects — strategic investments that made a marked difference to the economy.

The Harper Tories discovered that Keynesian economics and big deficits provided fabulous opportunities for local infrastructure projects — otherwise known as "pork". In total, 7,000 provincial, territorial and municipal infrastructure projects were greenlighted under the Economic Action Plan, leading to the construction of hockey rinks, day-care centres and small-craft harbours. They were great projects for politicians looking to pose for local media at ribbon-cuttings — but they had little or

no strategic impact on the economy.

The recession created heavy pressure to get infrastructure money flowing. Yet despite all the talk, the shovels didn't get in the ground as quickly as planned. In December of 2010, long after the Canadian economy had resumed growing on its own, Harper had to concede that the original two-year timetable was too tight – so the infrastructure projects were extended to Oct. 31, 2011. Fully one-third of the projects needed extensions to get done.

This time around, the economy may be sluggish but we're not in the midst of a recession – so there's no rush to get half-baked schemes started just to keep construction workers paid. To be honest, it's probably too late in any case to get major new projects underway in the peak summer construction season of 2016. So why not take the time to do things right, with adequate thought and study?

Amarjeet Sohi, the newly-appointed minister of Infrastructure and Communities, is talking about a collaborative effort with other levels of government. "This is not going to be a top-down approach, telling municipalities what to do," he told The Edmonton Journal after being sworn in. "We're talking about transformational change. We're not talking about ad hoc funding."

If infrastructure investment is supposed to bring transformational change this time around, the new government should think long and hard about the impact of projects – and make choices. Instead of shelling out \$20 million each on five regional centres to study climate change – a typical Canadian response that would respond to the requirements of politics – why not concentrate efforts on one national centre and spend the \$100 million in one place, where it can have significant impact?

Let's think strategically, even if that means concentrating funding on projects that necessarily will be geographically limited, like high-speed rail in the Toronto-Montreal corridor. Even if it means some ridings will get less cash, and backbenchers will enjoy fewer opportunities to hand over enormous novelty cheques.

And please, no more curling rinks.

Infrastructure Spending to Boost Canadian Economy

By: James Langton, Sourced from: <http://www.investmentexecutive.com/-/infrastructure-spending-to-boost-canadian-economy>

Scotiabank Report forecasts GDP growth accelerating to 2.3% in 2017.

The Canadian economy should start gaining momentum over the next couple of years as the impact of new federal infrastructure spending starts flowing through, say Bank of Nova Scotia economists in a report published Monday.

The latest Global Forecast Update provides the bank's first forecast for 2017. The report sees Canadian gross domestic product (GDP) growth accelerating to 2.3% from 1.8% in 2016. For the U.S., the report predicts 2.7% growth in 2017, up from 2.5% in 2016.

"An even better U.S. economic performance awaits a stronger housing cycle, increased business investment, and improved international shipments – developments that may not materialize until later next year or until 2017," the Scotia report says.

"Canada should continue to piggyback on the momentum in U.S. domestic demand, with non-resource manufacturing and service exports getting an added boost from a more competitively valued

Canadian dollar," the report says. "The Canadian economy should also receive a boost from the increased spending provided by Ottawa's newly elected federal government, though the additional infrastructure expenditures promised are likely to have a greater impact in 2017."

However, the positive impact of the new infrastructure spending will be tempered by higher income taxes for top earners, and businesses likely facing higher environmental costs, the report says, "both of which could reinforce a less buoyant trend in household and business spending."

"Canadian output growth should continue to gradually build some momentum, with a stronger growth cycle largely dependent upon a renewed upswing in commodity prices and resource-related investments, and the anticipated improvement in the U.S. economy's performance," the report says.

For 2015, Scotia also nudged its Canadian GDP growth forecast up from 1.0% to 1.1% "to reflect the slightly better tone in a number of recent data reports, most notably the pickup in export volumes," the Report says.

"In 2017, real GDP growth is expected to remain solid in central Canada, Manitoba, and British Columbia, assisted by continued softness in the Canadian dollar," says the Scotia report. "The rebound in Alberta, Saskatchewan, and Newfoundland and Labrador is expected to continue, but at a muted pace relative to prior corrections."

For Europe, Economic growth will strengthen modestly from 1.5% this year to 1.7% in 2016 and 1.8% in 2017, the Scotia report says. And, for China, the report predicts that real GDP growth will slow from 6.9% in 2015 to 6.4% and 6.2% in 2016 and 2017, respectively.

How Water Utilities can Keep Budgets Balanced with Asset Management Planning

By: James Careless, Sourced <http://watercanada.net/2015/how-water-utilities-can-keep-budgets-balanced-with-asset-management-planning/>

It is estimated that more than \$80 billion is needed to repair and replace Canada's aging drinking water, storm water, and wastewater systems. Fifteen percent of Canada's water mains and 20 percent of our drinking water plants are in fair to very poor condition, while 30 percent of the country's wastewater pipes and 40 percent of our wastewater plants are in the same lamentable state.

This unnerving information comes from the Federation of Canadian Municipalities' (FCM) 2012 Canadian Infrastructure Report Card, and is also included in the Canadian Municipal Water Consortium's (CMWC) 2015 Canadian Municipal Water Priorities Report. The CMWC, supplies has resulted in difficulties managed by Canadian Water Network, ensuring that full costs of water is a nationwide collaboration of municipalities, utilities, industries, governments, academics, non-profits, NGOs, and watershed partners from across Canada accessing leading research for sustainable and resilient water management.

"To a large degree, municipal water management has been a victim of its own success," outlines the CMWC report. "The largely hidden nature of what goes into ensuring successful delivery management are both recognized and financed. [...] Most municipalities face significant challenges from historic underfunding that leads to backlogs of infrastructure repair or replacement, while simultaneously facing greater system demands."

"Nearly half of the water jurisdictions who provided data for the 2012 FCM Report Card have limited knowledge about the condition of their buried infrastructure," said Bu Lam, the CMWC's research program manager. "Leaking pipes, for example, can create inefficiencies that will add to system costs. Not knowing the condition of infrastructure makes it very challenging to understand the costs

associated with repair or replacement. However, Canadian municipalities and utilities are starting to take more advanced approaches to asset management and planning so that they can be better positioned to recover their costs.”

Traditionally, Canadian water utilities have earned the money to maintain, repair, and upgrade their facilities through user fees. These are the water rates that are charged to each user based on their water consumption. New water mains and sewers are typically covered by development charges. Unfortunately, the increasing adoption of water-conserving residential technologies such as low-flow toilets has substantially reduced per-household water usage. As a result, the amount of money each household has to pay to the utility has also decreased.

Ironically, utilities themselves have played a major role in promoting water conservation products to their subscribers, often aiding the transition with rebates and other financial reward programs. “Such conservation plans were well-meaning, but not well thought out,” said Steven Renzetti, professor of economics at Brock University and member of the Brock Environmental Sustainability Research Centre. “The utilities did not sufficiently reflect how much residential water conservation would reduce their revenues and hurt their bottom lines.”

Adding to the impact of water conservation is the loss of industrial customers due to the decline of manufacturing in Canada. When a plant closes, water usage in the community goes down—and so do water and wastewater revenues.

These two factors have certainly confronted the Region of Waterloo’s water services agency, a southern Ontario water utility that wholesales water services to the cities of Cambridge, Kitchener, and Waterloo and the townships of North Dumfries, Wellesley, Wilmot, and Woolwich. “We have certainly seen declines in water consumption,” said Nancy Kodousek, the Region of Waterloo’s director of water services. “In our case, this is actually a benefit, because it has allowed us to delay building a \$1-billion direct pipeline from the Great Lakes from 2035 to beyond 2050.”

For utilities not as fortunate as the Region of Waterloo, there are a number of ways to deal with declining user revenues. The most popular option is to replace the current usage-only fee with a mix of a flat operation fee – because most of the costs in providing water and waste facilities are fixed, no matter how much water is carried – topped off with a consumption fee.

This model is used in Halifax where Halifax Water, the regions utility, operates under a full-cost recovery model mandated by the Nova Scotia Utility and Review Board, as quasi-judicial provincial regulator. “We’ve been required to cover all of our drinking water costs through our rates since 1945,” said Carl Yates, Halifax Water’s general manager. “This model has worked so well that the Halifax municipality gave us the responsibility for handling the region’s wastewater and stormwater systems in 2007 to get its infrastructure deficit under control and operate in a sustainable manner.

Water utilities can also improve their revenues by modernizing their water meter systems with accurate, networked metering technology. According to Jason Bethke, the president and CEO of Fathom, “You would be amazed how many utilities have subscribers whose meters are under-reporting their consumption, and in some cases not reading it at all.”

Wastewater operators could also consider recycling bio-solids into government-approved fertilizer that could be sold instead of paying to dump the waste in a landfill. “This extra money helps their budgets while the recycling of bio-solids helps the environment,” said Kevin Litwiller, the Director of Business Development at Lystek International.

Taken as a whole, these approaches could help Canada’s water utilities manage their infrastructure deficits. But even with these changes, \$80 billion will be difficult for cash-strapped municipal governments to afford. As a result, the federal and provincial governments will likely have to step in if Canada’s water infrastructure is to be fully and properly restored.

2014 Another Record-Setting Year for Wind Energy

Sourced from <http://renewcanada.net/2015/2014-another-record-setting-year-for-wind-energy/>

For the second consecutive year, the Canadian Wind Energy Association (CanWEA) announced that Canada has set a record for the installation of new wind energy capacity. A total of 1,871 MW of wind energy capacity was installed in five provinces in Canada in 2014, with most growth centred in Ontario (850 MW), Quebec (439 MW), and Alberta (350 MW). Canada ended 2014 with nearly 9,700 MW of installed wind energy capacity, producing enough electricity to meet the needs of over 3,000,000 million average Canadian homes every year.

“Canada’s 37 new wind energy projects in 2014 represent over \$3.5 billion in investment,” CanWEA president Robert Hornung said. “Wind energy has now brought economic growth and diversification to more than 100 rural communities across Canada through land lease income, tax payments and community benefits agreements. Of the 37 new wind energy projects installed in 2014, 15 projects also include significant ownership stakes from First Nations, municipal corporations, or local farmers.”

2014 also produced more evidence of the cost-competitiveness of wind energy, as the year ended with Quebec awarding contracts for 446 MW of new wind energy projects that will provide power at an average cost of 6.3 cents/kWh. While every market is unique, it is clear that wind energy can compete on cost with virtually all forms of new electricity generation, including nuclear, hydroelectric, and coal-fired power.

“Wind energy has demonstrated that it is a proven, reliable and cost-competitive energy solution that drives economic diversification, environmental sustainability and rate-base value,” Hornung added. “These attributes will continue to drive wind energy growth in 2015, where we expect a minimum of another 1,500 MW of new wind energy capacity to come on line. This coming year will also see new wind energy contracts awarded in Ontario, a new Energy Strategy in Quebec, and a new climate change framework in Alberta that may open the door to accelerated wind energy development in that province.”

The Canadian market was split between seven wind turbine manufacturers in 2014; however, over 98 percent of new wind capacity came from five manufacturers. Installations were led by Siemens, followed by GE, Vestas, ENERCON, and Senvion. Siemens and GE supplied more than 50 percent of wind turbines in 2014.

LEGAL MATTERS

Does the CCDC Dispute Resolution Clause Require Arbitration?

Sourced from: <http://www.constructionlawcanada.com/building-contracts/does-the-ccdc-dispute-resolution-clause-require-arbitration/>

Most building contracts contain dispute resolution clauses which refer to arbitration. A dispute resolution clause can be mandatory – it can require arbitration – or it can be permissive – it can permit arbitration if all parties agree to arbitration when the dispute arises. One would think that the most important thing to make clear in a dispute resolution clause is whether arbitration is mandatory or not.

Yet, there has been some doubt whether the dispute resolution clause in the CCDC standard form construction contract makes arbitration mandatory or permissive. That is because the key wording in that clause contains the word “may”, which is typically a word that designates a permissive

procedure, while the word “shall” designates a mandatory procedure.

The Ontario Superior Court of Justice recently addressed this issue in *Bondfield Construction Co. v. London Police Services*. The court held that the CCDC dispute resolution clause creates a mandatory obligation to arbitrate. The court accordingly stayed an action which had been brought in relation to the CCDC contract.

The Facts

In November 2007, Bondfield as general contractor entered into a contract with the London Police Services Board as owner for the renovation and expansion of the Board’s headquarters. The contract was in the standard form CCDC-2 Stipulated Price Contract. Paragraph 8.2.6 of that contract reads as follows:

“By giving a notice in writing to the other party not later than 10 working days after the date of termination of the mediated negotiations under Paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules of Arbitration of CCDC 2 Construction Disputes. The arbitration shall be conducted in the jurisdiction of the Place of the Work.”

The work began in November 2007. Bondfield alleged that conduct of the Board delayed the completion of the project by 17 weeks. In May, 2008, Bondfield gave notice to the Architectural Consultant of its claim for delay. In January, 2009, the consultant recommended that the dispute be resolved pursuant to the contracts’ dispute resolution process.

In June, 2010, Bondfield invited the Board to enter into a dispute resolution process involving an “independent third party” to avoid lengthy litigation. In July, 2010, the Board replied that it wanted to follow the contract’s dispute resolution clause and asked the consultant to deal with the Board’s deficiency claims, which the consultant did in October 2010. In November 2010 Bondfield wrote a “dispute” to the consultant’s report and suggested that a project mediator be appointed, and the Board then suggested a person to be the mediator.

In June 2011, Bondfield delivered a claims brief to the Board which referred the brief to the consultant for a report. In July, 2011 the Board’s lawyers said that they hoped for an answer on the claim from the Board by the middle of that summer. On July 29, 2011, this action was commenced. The Board delivered its defence in November 2011 and in that pleading alleged that the action was commenced outside the Ontario 2-year limitation period. Bondfield then brought a motion to stay its own action on the ground that arbitration was mandatory under the dispute resolution clause in the CCDC contract. The Board resisted the motion on the ground that the action commenced by Bondfield was the preferable procedure to resolve the dispute.

The Decision

The Ontario Superior Court held that arbitration was mandatory under the CCDC-2 contract and stayed the action by Bondfield. The court referred to prior decision in *Brock University v. Stucor Construction Ltd.* (2002), 33 CLR (3d) 182 (Ont. S.C.J.) as being on point on the same clause. In that case, the owner sought a stay of a mechanics’ lien action brought by the contractor on the basis of the dispute resolution clause in the CCDC-2 contract between the parties, and the court granted the stay. The court also referred to the decisions in *Automatic Systems Inc. v. E.S. Fox Limited* [1995] O.J. No. 461 [Gen. Div.]; *Merit Sinclair Developments v. O.R. Haemet Sephardic School*, [1998] O.J. No. 5225[Gen. Div.] and *Atyscope Richmond Corp. v. Vanbots Construction Corp.*, [2001] O.J. No. 638 (S.C.J.) as evidencing the same approach.

The court held that the arbitrator should deal with all the objections raised by the Board, with respect to whether the dispute fell within Article 8.2 of the CCDC contract, the alleged dilatory pursuit of its remedies by Bondfield and the limitation period, and otherwise.

The court also concluded that, in bringing the application to stay its own action, Bondfield was entitled to rely upon Article 8.2 of the contract and Section 106 of the Courts of Justice Act. The normal route to a stay an action brought in the face of an arbitration clause is Section 7 of the Arbitration Act, but that section was unavailable to Bondfield since it only allowed “another party”, not the party bringing the action, to seek a stay of the action. However, section 106 of the Courts of Justice Act permitted the court to stay the action and it was available to Bondfield since it was available to “any person, whether or not a party” to the action. The court also noted that the alleged dilatory pursuit of its remedies by Bondfield might be answered by Article 1.3.2 of the CCDC contract which states that “No action or failure to act by the Owner, Consultant, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.”

Discussion

Reading this decision, one would conclude that the mandatory effect of the dispute resolution provision, Article 8, in the CCDC-2 contract has been definitively determined. Perhaps it has, but not yet by an appellate court. While the principle in this decision may well be upheld by an appellate court, there are several issues which are lurking under the surface which have not yet been addressed by the courts.

The first has to do with the words “may” and “shall” in Article 8. As noted above, the pivotal Clause in Article 8 is Clause 8.2.6. That Clause says that “either party may refer the dispute to be finally resolved by arbitration...” Normally the word “may” means that arbitration is permissive, and there are many cases holding that “may” in an arbitration clause means that arbitration is not required.

Moreover, the word “may” in Article 8.2.6 stands in stark contrast to the word “shall” in virtually all the prior clauses within Article 8.2. Thus, Article 8.2.1 says that “the parties shall appoint a project mediator...” and Article 8.2.2 says that a “party shall be conclusively deemed to have accepted a finding of the Consultant...” unless certain steps are taken. Article 8.2.3 says that the “parties shall make all reasonable efforts to resolve their dispute...” Article 8.2.4 says that “the parties shall request the Project Mediator to assist the parties to reach agreement...” Article 8.2.5 says that if the dispute is not resolved within 10 working days, then the “Project Mediator shall terminate the mediated negotiations.” And then Article 8.2.6 uses the word “may”.

Normally one would think that by using a different word in Article 8.2.6, the parties intended a different meaning, and the normal difference between “shall” and “may” is that the latter is permissive. One would think that some analysis or reasoning of the use of those words would be necessary to arrive at the conclusion that arbitration is mandatory.

It is true that Article 8.1.1 starts with mandatory wording: “Differences between the parties to the Contract as to the interpretation, application or administration of the Contract....shall be settled in accordance with the requirements of Part 8...” So there is a mandatory requirement to use the procedures in Article 8.2. But that leaves open the questions: What are those procedures? And do they include mandatory or permissive mediation?

The second issue left open for discussion is the actual workings of Article 8.2.6. It seems fairly clear

that, even if Article 8.2.6 does permit one party to refer the dispute to arbitration, that party can only do so “within 10 days after the termination of mediated negotiations...” If neither party does so, then Article 8.2.7 says that “the arbitration agreement under Paragraph 8.2.6 is not binding on the parties... and the parties may refer the unresolved dispute to the courts...”

So Articles 8.2.6 and 8.2.7 appear to create an opt-in regime in which one party may force the other party to arbitrate, but must do so within 10 days of the termination of the mediated negotiations. Exactly why the CCDC contract created an ‘opt-in’ arbitration regime is unclear, but that is the regime that is apparently intended. And the concept of an opt-in arbitration regime gives sense to the word “may” in Article 8.2.6, since it means that either party may, but need not, refer the matter to arbitration; if either party does then the arbitration agreement is binding; but if either party does not, then the arbitration agreement is not binding.

But if that is the meaning of the arbitration regime in Article 8.2 of CCDC-2, then how does it apply to the facts in this case? The mediation procedures referred to in Articles 8.2.1 to 8.2.5 have tight timeframes, none of which were observed in this instance. Unless the consultant was the “project mediator” which does not seem to have been the case, the mediation procedures never occurred. The “termination of the mediated negotiation” referred to in Article 8.2.6 never happened, so the 10 working days in which either party could refer the matter to arbitration never occurred.

What does all of this mean? At least two results seem possible. The first could be that the procedures under Article 8.2 are mandatory and a precondition to any substantive rights to litigate arising. If this is so, then the limitation period never started running and the parties have to “go back to GO” and start all over again, right back at mediation under Article 8.2.1. Article 8.2.1 says that if the parties neglect to appoint a project mediator within 20 days of signing the contract, then the mediator shall be appointed within 10 days of one of the parties making that request. Are the parties back at that point in the process? And does the court have the power to appoint a mediator if the parties do not agree on one? Or is Article 8.2 an agreement “to have an independent third party resolve the claim...” within section 11(1) of the Ontario Limitations Act, 2002 so that the limitation period does not start running until the attempted resolution process is terminated or one party terminates or withdraws from the agreement? Or does that section only apply to agreements made after the dispute arises?

The other result could be that, since the mediation procedures weren’t used, then the normal procedural and limitation rules are applicable. In this case, it would seem that the opt-in arbitration regime has not been used and therefore recourse to the courts is permissible. Does this mean that the limitation period is running in the meantime? That result may have serious repercussions in terms of the limitation period and the lengthy time that had transpired since Bondfield first gave notice of its delay claim in 2008. This case highlights, once again, the limitation dangers inherent in mediation and arbitration clauses.

These questions may not be debated publicly in this proceeding since the court has ordered that the action be stayed and the dispute dealt with by arbitration. But in some future case, an appellate court may have to address exactly what Article 8.2 of CCDC-2 means and what are the consequences of not following the regime set forth in that Article.

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THE TRUTH ABOUT CONTRACT BIDDING

Bidding – Additional Requirements Section 1A – The Truth

The requirements of Division 01 and of those documents under bidding requirements and conditions of the contract and anything else we don't think looks good here is null and void. If you know what's good for you, you'd read this real close (meaning the contractor).

- 1.1 The work we did is clearly showed in the attached plans and specifications. Our engineer, whose had plenty of college, spent one hell of a lot of time when he drew up these here plans and specifications, but nobody can think of everything.

Once your bid is in - that's it, brother. From then on, anything wanted by our engineer, or any of his friends, or anybody else (except the contractor) shall be considered as showed, specified or implied and shall be provided by the contractor without no expense to nobody, but himself (meaning the contractor).
- 1.2 If the work is did without no expense to the contractor, then the work will be took down and did again until the extra expense to the contractor is satisfactory to our engineer.
- 1.3 Our engineer's plans is right as drawn. If sumthin is drawn wrong, it shall be discovered by the contractor, corrected, and did right at no extra expense to us. It won't cut no ice with us or our engineer if you point out any mistakes our engineer has drawn. If you do, it will be one hell of a long time before you do any more work for us or him (meaning the engineer).
- 1.4 The contractor is not supposed to make fun of our engineer, his plans, or the kind of work we're having did. If he dies, it's just too bad for him (meaning the contractor).
- 1.5 Any contractor walking around the jobs with a smile on his face is subject to the review of his bid.
- 1.6 If the contractor don't find all our engineer's mistakes before he bids the job, or if the contractor ain't got enough sense to know that our engineer is going to think up a bunch of new stuff that's going to have to be did before the job is complete, then it's just too bad for him (meaning the contractor).

END OF SECTION

ASSOCIATION LINKS

- **Alberta Construction Safety Association (ACSA)**
www.acsa-safety.org
- **BuildingSMART Alliance** (North American Chapter of BuildingSMART):
www.buildingsmartalliance.com
- **BuildingSMART International (formerly IAI)**
www.buildingsmart.com
- **Biomimicry Guild**
www.biomimicryguild.com
- **Canadian Green Building Council (CaGBC)**
www.cagbc.org
- **CCDC Documents**
www.ccdc.org/home.html
- **Construction Specifications Institute (CSI)**
www.csinet.org
- **International Construction Information Society (ICIS)**
www.icis.org
- **OmniClass**
www.omniclass.ca www.omniclass.org
- **Uniformat**
www.csinet.org/uniformat
- **Institute for BIM in Canada (IBM)**
www.ibr-bim.ca
- **Architecture 2030**
www.architecture2030.org
- **Building Information Modeling (BIM) Forum**
www.insightinfo.com/bimforum
- **Biomimicry Institute**
www.biomimicryinstitute.org
- **Canada BIM Council**
www.canbim.com
- **Canadian Green Building Council (CaGBC) – Alberta Chapter:** www.cagbc/chapters/alberta
- **Construction Specifications Canada (CSC)**
www.csc-dcc.ca
- **buildingSMART Data Dictionary**
bsdd.buildingsmart.org
- **MasterFormat**
(<https://secure.spex.ca/siteadmin/freedocuments/images/1.pdf>)
- **Spex.ca**
www.spex.ca
- **buildingSMART Canada**
www.buildingsmartcanada.ca
- **Ace BIM**
www.cebim.ca

ASSOCIATION LIAISON

Alberta Association of Architects (AAA)

<http://www.aaa.ab.ca/>

Alberta Painting Contractors Association (APCA)

www.apca.ca

Alberta Roofing Contractors Association (ARCA)

<http://www.arcaonline.ca>

info@arcaonline.ca

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

<http://www.ashrae.org/> / ashrae@ashrae.org

The Canadian Wood Council (CWC)

<http://www.cwc.ca>

info@cwc.ca

Portland Cement Association

ConcreteTechnology@cement.org

Interior Designers of Alberta

www.interiordesignalberta.com

Alberta Painting Contractors Association (APCA)

www.apca.ca

Association of Professional Engineers, Geologists, and Geophysicists of Alberta (APEGGA)

<http://www.apegga.org/> dward@apegga.org

Association of Science and Engineering Technology

Professionals of Alberta (ASET)

<http://www.aset.ab.ca/>

Russ Medvedev, russm@aset.ab.ca

Building Owners and Managers Association (BOMA)

<http://www.bomaedmonton.org/> / edmonton@boma.ca

Consulting Engineers of Alberta (CEA)

<http://www.cea.ca/> info@cea.ca

Edmonton Construction Association

www.edmca.com contact@edmca.com

Terrazzo, Tile & Marble Association of Canada (TTMAC)

<http://www.ttmac.com/>
association@ttmac.com

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