

Letter of Understanding

BETWEEN:

CITY OF COLD LAKE

5513 – 48 Avenue, Cold Lake, AB T9M 1A1

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
AS REPRESENTED BY COL PAUL DOYLE, WING COMMANDER,
4 WING COLD LAKE,
IN HIS NON-PUBLIC PROPERTY CAPACITY**
(hereinafter referred to as the "Wing Commander")

1. It is understood that the City of Cold Lake has agreed to take on the construction of an outdoor fitness park to be located at **4 Wing Cold Lake**, at a site determined in the proximity of the Col J.J. Parr Sports Centre.
2. It is further understood that the **City of Cold Lake** will be fully responsible for said construction/contractor once the initial design has been approved by **4 Wing Cold Lake**. Consultation where required shall occur with the City of Cold Lake, Glenn Barnes, General Manager of Community Services and Diana Warbeck, Senior Manager Personnel Support Programs.
3. In exchange for service provided above it is understood that **4 Wing Cold Lake** will agree to payment terms as outlined in the project proposal by PlayQuest Recreation, where 4 Wing Cold Lake will pay the following project amounts to the City of Cold Lake upon provision of invoices for services rendered:
 - a. 100% of the project total plus GST or upon receipt of project invoice and no later than 31 March 2019;
 - b. payment upon receipt of invoice for additional costs specifically required in the construction of the outdoor fitness park upon consultation with and approval by 4 Wing Diana Warbeck, Senior Manager Personnel Support Programs. Extra cost maybe related to studies, reports, drainage upgrades, construction overages or change orders through the construction process. This payment shall occur no later than ninety (90) days post construction.

4. Notwithstanding, any approved design, the total construction cost of the 4 Wing Playground shall not exceed One Hundred and Thirty Thousand Dollars (\$130,000.00), plus GST and up to a 15% contingency cost (\$19,500.00) for additional costs associated with this project. If the total costs of the project exceed projected costs, at any time, scope will be adjusted accordingly.

5. In signing below, the Parties acknowledge having read and understood the within Agreement and agree to abide by its terms and conditions.

Col Paul Doyle
4 Wing Commander
In his Non-Public Property Capacity

Kevin Nagoya
Chief Administrative Officer
CITY OF COLD LAKE

SIGNATURE

SIGNATURE

DATE

DATE