

Dear Ms. Newson

Thank you for inviting Allan Avis Architects to submit a fee proposal for design services for the project mentioned below.

A. Proposal Details

Project Name: Renovations at Swimming Pool Room
North Huron Westcast Community Complex, 99 Kerr Drive, Wingham, Ontario N0G 2W0

(Project title or street address of the project)

Our Project Number: 1584.00

(For Architect's internal use)

Revision Number: 01

(Where applicable)

Date Submitted: February 9, 2017

(MM/DD/YYYY)

B. Client Details

Company Name: The Municipality of North Huron, 274 Josephine Street, Wingham, Ontario N0G 2W0

(Where applicable)

Contact Person: Ms. Pat Newson

(Name)

Position/Title: Director of Recreation & Facilities

(Job title/relationship to project)

Contact Number: (519) 357-1208 x 22

(Telephone/Mobile)

C. The Project

*Proposed Scope of the
Project and our
Understanding of the Work*

- The work is limited to the swimming pool room and includes:
 - Painting of precast concrete ceiling, steel beams;
 - Painting of mechanical ducts;
 - Replacement/repairs at electrical devices where corroding;
 - Painting of sprinkler lines;
- Provide technical specifications for the above outlined scope of work for use in Bidding. Provide written description of required electrical device upgrades with written specifications.
- One (1) site visit to confirm the scope of painting and electrical work.
- It is assumed that no drawings are required.
- Respond to questions from invited General Contractor during the Bidding Phase.
- Respond to questions from invited General Contractor during the Construction Phase.

D. Fee

*Proposed Fixed Fee for
Services*

Allan Avis Architects Inc. is offering Services at standard hourly rates.

Architect \$185.00

Senior Technologist \$142.50

Intermediate Tech \$117.50

Support Staff \$ 68.50

Hourly rates for MNE Engineering:

Principal Engineer \$140.00

Senior Engineer \$130.00

Intermediate Engineer \$100.00

Senior Technologist \$ 95.00

Technician \$ 80.00

Clerical \$ 60.00

Hourly rates are subject to adjustment annually on January 1st.

Budgets for fees, provided in table below, are estimates for the potential magnitude of fees for various components of the work. Budget fees are NOT Fixed Fees or Upset Fee costs.

Work Stage	Approximate Budget for Hourly Rate Fees		
	Architect	M&E Engs	Total
Part A			
On-site Investigations	Completed	Completed	
Analysis, Research, Report Writing and Cost Estimating	Completed	Completed	
Subtotal Part A			
Part B			
Site Analysis, Product Research and Misc. Communications	\$2,700.00	\$1,000.00	\$3,700.00
Technical Specifications to Bid-Ready Status	\$1,350.00	\$1,750.00	\$3,100.00
Part C			
Bidding Phase – Responding to Questions	\$300.00	\$150.00	\$450.00
Construction Phase – Responding to Questions	\$300.00	\$150.00	\$450.00
Subtotal Part C			
Totals for Fee Budgets			\$7,700

Reimbursable expenses are extra and are invoiced at cost plus 10% administrative mark-up. HST is extra.

E. Additional Services

Hourly Rate for additional services.

Hourly rates per Section D Fee.

F. Consultants

Consultants included within the proposal(s).

Professional services include:
Architectural by Allan Avis Architects Inc., Goderich as Prime Consultant.
Electrical Engineering by MNE Engineering, Kitchener.

G. Appointment Terms & Conditions

Terms and conditions upon which the proposal is based.

We propose that our services be engaged under the terms and conditions of the previously submitted Standard Short Form of Contract for Architect's Services - Document 800 – 2011 (attached). If you are in agreement with the terms of the contract please sign page 1 and initial pages 2 and 3. Once we have received the signed contract we can commence work on the project.
The terms of this proposal are subject to change if not accepted within 90 days.

Please call me should you require clarification or if you have any questions related to this proposal. I look forward to hearing from you.

Yours truly,



Allan Avis architects inc.
Allan Avis
BAS, M arch, OAA

Attachment: Standard Short Form of Contract for Architect's Services - Document 800 - 2011 (3 pages).

Renovations at Swimming Pool Room
North Huron Westcast Community Complex, Wingham

The Municipality of North Huron



Ontario Association of Architects

Standard Short Form of Contract
for Architect's Services

OAA 800 - 2011

The **Client** and the **Architect** agree to the following terms and conditions made as of: 06-November-2015

Client: (name and address)

Township of North Huron
P.O. Box 90
Wingham, Ontario
N0G 2W0

Architect: (name and address)

Allan Avis Architects Inc.
60 West Street
Goderich, ON N7A 2K3

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

AAA Project No. 1584.00
Renovations at Swimming Pool Room
North Huron Westcast Community Complex, Wingham

The **Architect** shall coordinate the services of the following **Consultants:**
engaged and paid by the Architect:

Electrical Engineer
Mechanical Engineer

engaged and paid by the Client:

None anticipated

The **Client** shall pay the Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST).
Invoices submitted are payable within 30 days, or as otherwise agreed. Unpaid invoices shall bear interest per annum, calculated monthly, at prime plus 2% from 30 days to 60 days; prime plus 4% thereafter.

Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

☐ A Lump Sum Fee of: _____

☒ At Architect's Standard Hourly Rates.

☐ A Percentage-based Fee of: _____ %
of the Construction Cost as defined.

☐ A Deposit of: _____

The deposit is the minimum amount payable under this Agreement, and will be credited against the final invoice.

Reimbursable expenses are charged at cost plus 10 % for administration and include charges for: printing, copying, delivery, communication, travel and if authorized, lodging, special photography or models.

Other Conditions: (reference attached information if needed.)

Refer to AAA proposal letter dated 06- November-2015.

NOTE: This Contract is for Part A (Investigation & Report) Services, only. Subsequent approvals will be required to extend services into Bid Documents, Construction Procurement and Construction Phases.

Additional Services, not included in the proposal, will be billed at our current hourly rates.

Client signature

name

Architect signature

Allan Avis, Architect & President

name



Ontario Association of Architects

Standard Short Form of Contract for Architect's Services

OAA 800 - 2011

The **Architect** shall render the **Services** to the **Client** in accordance with the following **terms** of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies including electronic, digital or other reproducible copies, of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without express written consent of the Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if invoices are not paid within 45 days, from the date of issue and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees and charges for this Project.
8. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
 - (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
 - (3) any changes made to the architect's design, drawings or documents without the architect's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the architect regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
9. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.

Initialed by:

Client

Architect





Ontario Association of Architects

Standard Short Form of Contract for Architect's Services

OAA 800 - 2011

Project/Client/Architect Ref:

AAA Project No. 1584.00

Schedule of Architect's Scope of Services:

Pre-Design			
Client's Program and Budget:	Develop	<input type="checkbox"/>	Review
		<input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.			<input type="checkbox"/>
Prepare measured drawings of visible conditions.			<input type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input type="checkbox"/>
Design Development Documents Phase			<input type="checkbox"/>
Estimates of Construction Cost at each phase			<input type="checkbox"/>
Construction Documents Phase – Drawings / Specifications			
Prepare drawings / specifications for:			
Building Permit	<input type="checkbox"/>	Bidding/Negotiation with contractor(s)	<input type="checkbox"/>
		Construction	<input type="checkbox"/>
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
Permits and Approvals			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input type="checkbox"/>
Prepare and submit client signed application for building permit.			<input type="checkbox"/>
Prepare and assist Client to obtain:			
Site Plan Approval	<input type="checkbox"/>	Committee of Adjustment	<input type="checkbox"/>
		Re-zoning Application	<input type="checkbox"/>
Negotiating / Bidding Phase			
Assist client to:			
obtain bids	<input type="checkbox"/>	prepare construction contract	<input type="checkbox"/>
Construction Phase: General Review – Construction Contract Administration			
General Review at site, and reports:		for Building Code only:	<input type="checkbox"/>
		for Building Code and all Construction Documents:	<input type="checkbox"/>
Including <input type="text"/> visits to the site over the anticipated construction duration of <input type="text"/> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input type="checkbox"/>
Construction Contract Administration field and office functions			<input type="checkbox"/>
Follow up during one year warranty period.			<input type="checkbox"/>
Other Scope of Services: (include Additional Services, special phasing or scope; reference attached information if needed.)			
Investigation & Report Services per AAA proposal letter dated 06- Nov-2015.			

Initialed by:

Client

Architect



OAA 800 - 2011

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Schedule