

# THE CORPORATION OF THE CITY OF BELLEVILLE

## SPECIAL COUNCIL MEETING

### AGENDA

August 18, 2016

9:00 A.M.

COUNCIL CHAMBER

It is noted that there will be a City Council In Camera (closed session) Meeting at 8:00 a.m. At 8:00 a.m., City Council will be requested to consider approval of the following resolution. This will take place in a very brief Open session, immediately prior to entering into In Camera session.

“THAT City Council enter into In Camera session to consider the following item, pursuant to Section 239 of the Municipal Act.

- In Camera Report No. DRCCS-2016-12 regarding potential acquisition or disposition of land (Pursuant to Section 239(2)(c) of the Municipal Act)”

#### 1. CALL TO ORDER

##### 1.1. ATTENDANCE

His Worship Mayor Christopher

Councillor Boyce

Councillor Carr

Councillor Denyes

Councillor Graham

Councillor McCaw

Councillor Miller

Councillor Panciuk

Councillor Thompson

#### 3. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

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THE FOLLOWING ITEMS WILL NOT BE DEALT WITH AT THIS MEETING:

2. MOMENT OF PRAYER/MEDITATION
4. PUBLIC MEETINGS
5. READING AND CONFIRMATION OF MINUTES
7. CORRESPONDENCE
- 8.b CONSENT ITEMS
- 8.c COUNCIL INFORMATION
9. BY-LAWS
11. MOTIONS
12. NOTICE OF MOTIONS
13. ANNOUNCEMENTS

## **6. DEPUTATIONS**

- 6.1 Matthew Delean of Architecture49 will make a deputation to Council regarding the Yardmen Arena Expansion and Renovation Project  
Reports Item 8.a.1 refers

### RESOLUTION

“THAT the deputation of Matthew Delean of Architecture49 to Council regarding the Yardmen Arena Expansion and Renovation Project be received and referred to Reports Item 8.a.1.”

## **8. COMMITTEE OF THE WHOLE**

**MOTION TO GO INTO COMMITTEE OF THE WHOLE TO HEAR AND CONSIDER REPORTS, PASSING OF RECOMMENDATIONS AND RESOLUTIONS WITH HIS WORSHIP MAYOR CHRISTOPHER IN THE CHAIR**

**8. a. REPORTS**

*The agenda shall include under Reports items that warrant individual attention from Council*

**8.a.1 YARDMEN ARENA EXPANSION AND RENOVATION PROJECT**

Director of Recreation, Culture & Community Services' Report  
No. DRCCS-2016-11  
Deputation Item 6.1 refers

**8.a.-1****RESOLUTION**

“THAT the provisions of By-law Number 2011-101, a By-law to Regulate Purchasing Procedures for the Corporation of the City of Belleville be waived to accept the single source proposal from Architecture49 in the total dollar amount of \$840,000 to complete the detailed architectural design, tender and contract management for the Yardmen Arena expansion and renovation project; and,

THAT the Mayor and Clerk be directed to sign a Professional Services Contract with Architecture49; and,

THAT the 2016 Capital Budget be amended by an additional \$19,990,000 to fund additional architectural and related professional fees, Construction Management fees and funds necessary to complete the Yardmen Arena Expansion and Renovation project hard construction costs; and that the monies be funded from the issuance of long term debt.”

**8.d. RISE AND REPORT****10. NEW BUSINESS**

**14. CONFIRMATORY BY-LAW**

“THAT By-law Number 2016-138, a by-law to confirm the proceedings of Council at its Special Meeting held on August 18, 2016, be read a first, second and third time and finally passed this 18<sup>th</sup> day of August, 2016.”

**15. ADJOURNMENT**



APPROVAL BLOCK	
CAO	<u>MC</u>
DF	<u>MC</u>

**CITY OF BELLEVILLE**  
Mark Fluhrer, Director  
Recreation, Culture & Community Services  
Report No. DRCCS-2016-11  
August 18, 2016

**To: Mayor and Members of Council**

**Subject: Yardmen Arena Expansion and Renovation Project**

**Recommendation:**

“THAT the provisions of By-Law Number 2011-101, a By-Law to Regulate Purchasing Procedures for the Corporation of the City of Belleville be waived to accept the single source proposal from Architecture49 in the total dollar amount of \$840,000 to complete the detailed architectural design, tender and contract management for the Yardmen Arena expansion and renovation project; and,

THAT the Mayor and Clerk be directed to sign a Professional Services Contract with Architecture49; and,

THAT the 2016 Capital Budget be amended by an additional \$19,990,000 to fund additional architectural and related professional fees, Construction Management fees and funds necessary to complete the Yardmen Arena Expansion and Renovation project hard construction costs; and that the monies be funded from the issuance of long term debt.”

**Strategic Plan Alignment:**

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with the City’s strategic theme ‘Culture and Recreation’ to create opportunities for residents to participate in meaningful cultural and recreational activities and enhance the City’s quality of life and lifestyle including stimulation of community pride.

**Background:**

City staff identified through the 2015 Capital Budget session that the arena floor at the Yardmen Arena is in its 37<sup>th</sup> year of service (now entering its 39<sup>th</sup> year 2016/17). The normal service life of an arena floor is 25-30 years. We are well

past the expected service life. We have had, in the past, three small leaks staff has successfully repaired, only because the leaks showed at the surface and were easy to locate. This project would include the removal of the existing floor surface, safe disposal of the brine, installation of a glycol sub floor; replace the 20 year old chiller and installation of a new arena floor and board system. All of these components are exceeding or approaching the end of their service life.

Initially, staff requested that Council approve a total of \$60,000 to undertake initial investigations of the mechanical systems, floor and chiller plant. Staff gained approval to undertake this work and set out the exact scope and degree of work. This initial work necessitated \$50,000 for architectural services. The remaining \$10,000 is required for other potential work by other consultants if necessary such as soils investigations.

Subsequently, Report No. DRCCS-2016-08, Special Council Meeting, April 14, 2016, City Council approved that City staff undertake the necessary drawings and design to address the immediate building code, maintenance and other infrastructure issues. The amount of funding approved by Council for this work was \$450,000. The grand total approved to date is \$510,000 for architectural, engineering and other services such as soils investigations, structural and the like, all administered through Architecture49. Additional identified funds to complete the design, tender ready packages, project management process and to complete the construction of the total expansion and renovation project for the Yardmen Arena will be \$19,990,000. This brings the estimated value of funds required to complete the scope of work to a grand estimated total budget value of \$20,500,000.

In addition to this work, the proposed scope of work will include investigating the addressing of some access and functional issues within the Yardmen Arena that will improve the customer experience and address critical Accessibility for Ontarians with Disabilities Act (AODA) issues within the arena area. This includes issues that the present day building code will necessitate us to undertake as part of this work.

City Council has as well approved and directed the creation of the Transition and Negotiations Team (TNT led by Mayor Christopher with members including Councillor Thompson, Councillor Graham, CAO Kester and Director Fluhrer) to investigate another major hockey tenant for the Quinte Sports & Wellness Centre Yardmen Arena.

The TNT have provided City Council with information and recommend that City Council, in order for the City of Belleville to potentially attract a hockey franchise in the order of the Ontario Hockey League (OHL) or above, and in addition to undertaking the necessary building code issues, accessibility issues, the floor, boards, glass and refrigeration plant approve the necessary expansion and renovations (see Schedule A - Yardmen Arena Addition & Renovation Architecture49 Consultant Design Report July 15, 2016) and the project be started in September of 2016 and conclude in October 2017.

At a recent meeting of TNT the following motion was approved:

“THAT the provisions of By-Law Number 2011-101, a By-Law to Regulate Purchasing Procedures for the Corporation of the City of Belleville be waived to accept the single source proposal from Architecture49 in the total dollar amount of \$840,000 to complete the detailed architectural design, tender and contract management for the Yardmen Arena expansion and renovation project;

AND THAT the Mayor and Clerk be directed to sign a Professional Services Contract with Architecture49;

AND THAT the 2016 Capital Budget be amended by an additional \$19,990,000 to fund additional architectural and related professional fees, construction management fees and funds necessary to complete the Yardmen Arena Expansion and Renovation project hard construction costs; and that the monies be funded from the issuance of long term debt.”

### **Analysis:**

Architecture49 is a collection of six Canadian architectural firms that has half a century of work performed for many communities across Canada and abroad. Architecture49 staff has a depth of experience in designing complex, high-profile projects around the globe. Architecture49 sports and entertainment practice has experience in planning, design and delivery of midsize, multi-use spectator and recreation facilities for public, private and academic clients.

Matthew Delean of Architecture49 is the lead Architect on this file. Matthew was the lead Architect who led and saw the completion of the expansion and renovation of the North Bay Memorial Gardens Arena in 2013. The project was of approximately the same scope and their timeline was much tighter and was delivered on time. The project was started and completed within eight (8) months with their first home opener on October 11, 2013. Matthew and his team bring the necessary experience and skill to complete this project on time and on budget.

The City of Belleville and Architecture49 have completed a Professional Services Contract (attached as schedule B) which clearly outlines the roles and responsibilities of Architecture49 and the City.

The RCCS management team believe this work must be started in the fall of 2016 in order to conclude by October 2017. The drawings, specifications, tender ready documents process will take two or more months to undertake and complete. This would put the start of construction into the later fall. Therefore, staff strongly recommends that this scope of work be started and completed in the next few months, as recommended by Architecture49 in their July 15, 2016 report with the Construction Management At Risk Guaranteed Maximum Price



process started immediately, with sequential sub contract tenders being released starting in August/September 2016. We must adopt a faster method of sequential design and construction of the Yardmen Expansion and Renovation Project in order to minimize the impact on our users and therefore, meet our fall ice season in 2017 for substantial completion of the project.

As said, the proposed methodology is Construction Management at Risk Guaranteed Maximum Price. The services of a Construction Manager (CM) is recommended in order to help ensure the Project is delivered on schedule, within the construction estimate and the level of quality required for a multi-use recreation facility that needs to meet NHL Standards. The hiring of a Construction Management at Risk Guaranteed Maximum Price will be undertaken through a request for proposal (RFP) process which will follow the City of Belleville's Purchasing By-Law.

Staff will be releasing the RFP for Construction Management at Risk Guaranteed Maximum Price immediately after approving the Yardmen Arena Expansion and Renovation Project as timelines are achievable, yet, rather tight.

Under the Construction Management at Risk Guaranteed Maximum Price process, the City will undertake a process that outlines the roles and responsibilities of the various parties as such:

### **1.1 City of Belleville**

The City of Belleville administers the project and exercises continuing control over the project during all phases of development. This project is to be organized, managed and implemented in a collaborative manner. The City of Belleville, the Consultant, the CM, the Facility Manager and the various User Group teams are to work cooperatively at every stage of the construction process.

Under the leadership of the City's RCCS Director all team members are responsible for establishing and maintaining a professional and cordial relationship. The City of Belleville is the Project Authority for the overall Project, providing direction to the Consultant and the CM.

### **1.2 Construction Manager (CM) – At Risk**

The CM shall be well established and experienced general construction firm and will be contracted directly with the City of Belleville. The CM will provide the services and work described in this document. The CM will coordinate and cooperate with all members of the Project Team.

The CM is responsible for:

- Providing all necessary personnel through their firm, and outside sources if necessary, to perform the services and duties for the Project, either by assignment of CM qualified staff or by engagement of services directly to the CM.
- Ensuring continuity of key personnel and maintain a dedicated working team for the life of this project.



- Having an in-depth understanding of the project requirements, including scope, budget and scheduling objectives.
- Working constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- Although the term “Guaranteed Maximum Price” is used the guarantee is usually given at the 70% drawings stage so prior to that there are no guarantees on price. 70% drawings are typically achieved in the early stages of construction. There is usually a formula for division of savings between the City and the contractor below the guaranteed maximum price. The guaranteed maximum price is also subject to causes beyond the contractors control such as a hurricane, etc. The Contractor charges a higher construction management to allow for the risk.

### Financial:

Architecture49 has undertaken two Class D estimates and a detailed assessment report (see attached Schedule A). Please note that a Class D estimate has less certainty than a Class A, B or C, therefore a normal estimated contingency has been included in the estimated figures below.

Estimated Construction Budget Class D Prepared by Ball Construction		Comment
▪ North End Expansion & Seating	\$3,250,000	
▪ New North Entrances/WC's/Concessions	\$1,840,000	
▪ New NHL Rink & Refrigeration	\$3,000,000	
▪ Upgrade South Entrance & Concourse	\$1,050,000	
▪ Suites	\$300,000	
▪ New Home Team Dressing Room	\$1,600,000	
▪ New Seats -1400 (3000 Existing Seats)	\$350,000	
▪ New Scoreclock and Support	\$950,000	
▪ Enhance Sound System	\$200,000	
▪ Parking Lot Expansion and Resurfacing	\$640,000	
▪ Stage & Lighting Upgrades	\$450,000	
▪ Visitors Team Change Room & Offices	\$300,000	
▪ VIP Lounge and WC's at 2 <sup>nd</sup> Floor of WD	\$300,000	
▪ New Back-of-House Areas at 2 <sup>nd</sup> Floor	\$120,000	
▪ Base Building M & E Upgrades	\$150,000	
▪ New accessible platform at 3 <sup>rd</sup> Floor	\$500,000	
▪ Construction Manager at Risk Fees	\$1,000,000	Estimated between 3-5%
<b>Sub-total: Construction Hard Costs</b>	<b>\$16,000,000</b>	
A&E Consulting Fees	<b>\$1,350,000</b>	A49 Fee Proposal
Other Costs; Various Site Investigations, Inspections & Testing, Studies, Reports, insurances	<b>\$1,150,000</b>	Geotechnical Report, etc....
<b>Total: Overall Project Budget</b>	<b>\$18,500,000</b>	

After considerable debate and analysis related to renovation construction projects in general, and past history in other municipalities with projects that are both a renovation and have a tight timeline attached, staff strongly recommend the project budget be given an additional \$2,000,000 contingency (11%) in order to provide additional re-assurance that if issues arise or come out of the renovation process (i.e. unforeseen site conditions) that there are sufficient funds in place to address them.

The staff proposed total budget will be \$18,500,000 plus an additional 11% contingency of \$2,000,000 for a total estimated project budget of \$20,500,000. Staff are strongly recommending that the additional 11% contingency be added in order to assure City Council and the taxpayers of Belleville that this project has adequate funds approved and available to complete this project on time and on budget.

#### Customer Service Plan:

Staff of RCCS provided a letter to the user groups and renters of the Yardmen Arena outlining the potential for a start of construction in the fall of 2016 if approval is gained by Council to undertake the scope of work being described in this report.

Our rental staff of RCCS has developed a plan to assist us through this challenging year without the use of the Yardmen Arena. The plan will address our ice users, floor users and all our various events. This will not be an easy task and it will sting all groups that use our arenas and not just those that use the Yardmen. We need to take the perspective that we are now without 25% of our arenas in order to fairly share the burden of this interruption of service across all our arena user groups.

Thus our commitment to each user group is that the ice allocations will be done as fairly as possible but will/may include:

- Less ice for your group
- Different times for your group
- Minor sports groups starting earlier or extending later
- Adult groups starting and finishing later
- Change of area location
- Starting earlier in the season
- Continuing later in the season
- Increased weekly cancellations
- Reduced public skating opportunities
- Reduced City of Belleville programming

To ensure the success of the draft plan, all the groups involved will need to;

- Work together to ensure all ice gets used and all synergies are found
- Leverage all available ice in neighbouring municipalities (Stirling-Rawdon, Deseronto, Trenton, Frankford, Wellington, Picton, Napanee, Tweed, Centre Hastings, Marmora, etc.)
- Explore private ice opportunities where available

Staff will do their best to contact all our user groups to discuss the draft allocation plan for the 2016/2017 ice season and listen to any ideas, concerns and feedback they may have to ensure that the transition is as seamless as possible.

**Conclusion:**

Management is recommending the provisions of By-Law Number 2011-101, a By-Law to Regulate Purchasing Procedures for the Corporation of the City of Belleville be waived to accept the single source proposal from Architecture49 in the total dollar amount of \$840,000 to complete the detailed architectural design, tender and contract management for the Yardmen Arena expansion and renovation project. The Mayor and Clerk be directed to sign a Professional Services Contract with Architecture49. The 2016 Capital Budget be amended by \$19,990,000 to complete the detailed architectural design, tender, contract management and construction; and, in addition that the monies be funded from the issuance of long term debt.

Respectfully submitted,



Mark Fluhrer  
Director

Schedule A - Yardmen Arena Addition & Renovation Architecture49 Consultant  
Design Report – July 15, 2016

Schedule B – Professional Services Contract between the City of Belleville and  
Architecture49





## Yardmen Arena Addition & Renovation A49 Consultant Design Report

August 15, 2016

August 15, 2016

Mark Fluhrer  
Recreation, Culture & Community Services Director  
City of Belleville  
265 Cannifton Road  
Belleville, Ontario K8N 4V8

Dear Mr. Fluhrer,

**Re: Yardmen Arena Expansion and Renovation, Belleville, ON  
Architecture49 Design Report**

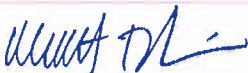
This Design Report summarizes the status of the architectural design activities and submittals that Architecture49 has completed to date for the proposed addition and renovations to the Yardmen Arena, and outlines the next steps to complete the architectural and engineering design and construction documents so that they are Tender ready by early September 2016. This date is critical as it will enable construction to start in the Fall and be complete in time for September of 2017.

In order to meet this timeline, A49 has to commit the staff resources and engage the Structural / Mechanical / Electrical sub-consultants required to develop the drawings and specifications so that they are 100% complete for pricing by a Construction Manager. As noted in our report, we recommend the Construction Management delivery method due to the tight project schedule. This method has been successfully used on many projects and creates a team environment that includes the Owner, the Consultants and the General Contractor with the common goal to deliver the project on time and on budget.

We thank you once again for the opportunity to work with you on this exciting project and look forward to refining the design to your satisfaction over the coming months.

Please do not hesitate to call if you require further clarifications.

Yours very truly,



**MATTHEW DELEAN**, Principal, Architect, OAA, OAQ

Architecture49 Inc., 1300 Yonge Street, Suite 201, Toronto ON, M4T 1X3 Canada

## 1.0 DESCRIPTION OF THE PROJECT

### 1.1. Background Information

The Yardmen Arena is a multi-use spectator facility used primarily for hockey but also for concerts and other sports and entertainment attractions. Originally constructed between 1976 and 1978, much of the arena remains unchanged since that time except for various minor interior renovations, small additions on the North-East and North-West corners and most notably new seating tiers at the 3<sup>rd</sup> floor level. In 2012, the Arena was connected to the new Sports & Wellness Centre and now forms part of a large fully integrated sports and recreation facility that includes the Yardmen Arena, Wally Dever Arena and the Quinte Sports & Wellness Centre.

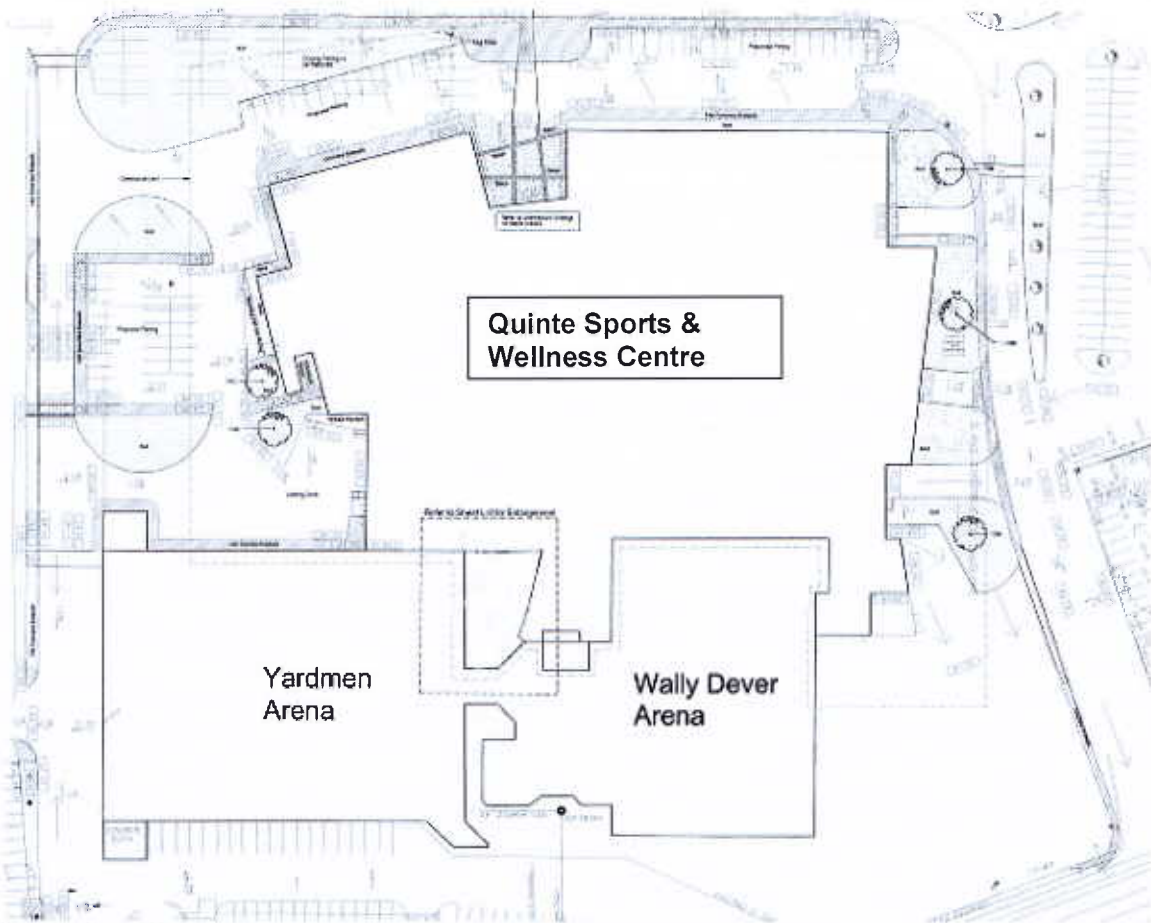
The main bowl area of the Yardmen is largely as it was built but the original seats have been replaced to current standards and it is the intention to retain these as part of the renovation. A third level of seating was added on the East and West sides of the rink, cantilevered over the lower bowl seating tiers.

The exterior is relatively unchanged from its original form, clad with brick at the base and painted steel panels at the upper level. Two-storey additions at the North-East and North-West corners of the building provided additional storage space at the Ground Floor level and public washrooms at the 2<sup>nd</sup> floor level. It is our intention to integrate these areas within the new layout.

Parking, drive aisles and loading areas surround the Yardmen Arena on the East, West and North sides of the building. The proposed expansion on the North and West sides will impact the existing parking lot and drive aisles, the fire route and parking will need to be reconfigured to suit.

Refer to the Site Plan on the following page for the context.





**Fig. 1 - Site Plan**



In December of 2015 Architecture49 was retained by the City of Belleville to undertake a Feasibility Study that would look at replacing the existing Olympic size ice surface (100' x 200') with an NHL size rink (85' x 200'), increasing the seating capacity in the Yardmen Arena from 3,217 to approximately 4,400 seats, as well as other upgrades throughout the facility.

A49 developed the design scheme through January and submitted conceptual plans and a Class D Estimate in mid-January 2016. The Construction Cost at that time was approximately \$14.6M. Further refinement of the Conceptual Design and added scope increased the construction costs over the \$16M threshold. The project was then scaled back to bring the construction costs down.

## **1.2 Conceptual Design Updates**

Through the month of March and into April the project was generally on hold while the City negotiated with potential Tenants. In May the City increased the scope of A49's services and engaged A49 to prepare a set of Tender Ready documents for a 4,400 seat facility that included a 9,000 SF Home Team dressing room. The design was revised to reflect the new scope and the Class D Estimate was updated as well.

Refer to A49's attached architectural drawings dated June 6, 2016, in the Appendix.

## **1.3 Current Scope of Work Description:**

Following is a list summarizing the major components of the addition/renovation Scope of Work:

### **Ground Floor Level**

1. Expand arena at North end and add new tiered seating section to increase hockey seating capacity to approximately 4400 overall. (Existing is 3217.)
2. Add approximately 1200 new seats, replace 200 existing seats with new and maintain approximately 3000 existing fixed seats (green colour).
3. Add new North-East entrance with new elevator, ground floor public washrooms and a Staff Change Room.
4. Add new secondary entrance/exit at North-West corner of building as well as new washrooms.
5. Replace existing Olympic size rink (100' x 200') with a new NHL size rink (85' x 200') to NHL standards.

6. Replace existing refrigeration equipment and provide new buried header trench to new rink.
7. Replace existing dasher boards, glazing and netting with new to NHL standards.
8. Provide new Premium seating (padded back, cup holder, 21" width, extra leg room) around the rink boards and in areas reclaimed by the narrower NHL rink.
9. Provide Back-of-House under bleachers for Zamboni Area with snow-melt pit and Storage Area, Referees Room and Staff Room and Change Room.
10. Expand and renovate West side of building for new Home Team Dressing Room of approximately 9,130 SF. FF&E by Tenant.
11. Provide washers and dryers in Home Team Laundry Room.
12. Renovate existing Dressing Rooms #1 and #2 and connect with overhead door for approximately 1,100 SF Visitor Team Dressing Room.
13. Renovate existing N-E corner rooms for Visitor Team Coaches Office/Change Room, Fitness Room, Storage, and Medical Room. FF&E by Tenant.
14. Delete existing elevator and upgrade existing South entrance area for wider public entrance.
15. Upgrade narrow Mezzanine between Ground and Second Level at South end, for proposed new premium seating (part of seat count).
16. Carry an allowance for Asbestos Abatement that may be found in concealed areas.

### **Second Floor Level**

17. Add 2 Private Suites at the South end of the building, overlooking the rink, and one large (1) VIP Suite.
18. Add new washrooms, concessions and circulation at expanded areas in the N-E and N-W corners of the building to accommodate added seating.
19. Provide new Concession and Storage rooms at existing South entrance concourse for fit-up by Tenant.
20. Upgrade 2<sup>nd</sup> floor South entrance from existing Quinte Sports & Wellness Centre.
21. Provide enclosed space and M&E rough-ins for VIP Lounge area and washrooms in the existing Wally Dever Arena to be fit-up by Tenant.
22. Provide new Commercial Kitchen and Storage rooms in the existing Wally Dever Arena to be fit-up by the Tenant.

23. Repaint the exposed steel structure and block walls generally throughout the facility.

### Third Floor Level

24. Add elevator and new platform at North-East corner of building to serve East seating.
25. Add new accessible seating platform at North end with continuous connection to existing East and West seating tiers.
26. Relocate Press Box to the East side of the rink for access from new elevator. Press Box to meet accessibility requirements.
27. Provide a new centre hung scoreclock and associated steel and electrical.
28. Upgrade and extend existing sound system to accommodate larger arena bowl.

### Site Works

29. Reconfigure parking drive aisles on the West and North sides of the building, relocate some light standards, re-paint parking lines as required.
30. Relocate below grade services under the addition areas as required.

## 1.4 Estimated Project Cost

The overall estimated project budget is capped at approximately \$20,000,000.00 including all soft costs and fees. For A&E consultant and CM Fee calculation purposes the construction budget for the Yardmen Arena has been estimated at \$16,000,000.00, excluding HST.

Estimated Construction Budget Class D Prepared by Ball Construction		Comment
▪ North End Expansion & Seating	\$3,250,000	
▪ New North Entrances/WC's/Concessions	\$1,840,000	
▪ New NHL Rink & Refrigeration	\$3,000,000	
▪ Upgrade South Entrance & Concourse	\$1,050,000	
▪ Suites	\$300,000	
▪ New Home Team Dressing Room	\$1,600,000	
▪ New Seats -1400 (3000 Existing Seats)	\$350,000	
▪ New Scoreclock and Support	\$950,000	
▪ Enhance Sound System	\$200,000	
▪ Parking Lot Expansion and Resurfacing	\$640,000	



▪ Stage & Lighting Upgrades	\$450,000	
▪ Visitors Team Change Room & Offices	\$300,000	
▪ VIP Lounge and WC's at 2 <sup>nd</sup> Floor of WD	\$300,000	
▪ New Back-of-House Areas at 2 <sup>nd</sup> Floor	\$120,000	
▪ Base Building M & E Upgrades	\$150,000	
▪ New accessible platform at 3 <sup>rd</sup> Floor	\$500,000	
▪ Construction Manager at Risk Fees	\$1,000,000	Estimated between 3-5%
Sub-total: Construction Hard Costs	<b>\$16,000,000</b>	
A&E Consulting Fees	<b>\$1,350,000</b>	A49 Fee Proposal
Other Costs; Various Site Investigations, Inspections & Testing, Studies, Reports, Insurances, etc...	<b>\$1,150,000</b>	Geotechnical Report, etc....
<b>Total: Overall Estimated Project Budget</b>	<b>\$18,500,000</b>	

Note:

1. Furniture, Fittings & Equipment (FF&E) will be supplied and installed by the Tenant.

## 1.5 Project Schedule

Refer to the attached Gantt Chart for key project milestones.

## 2.0 CONSULTANT

### 2.1 Consultant Services

Architecture49 Inc. was been retained by the City of Belleville to prepare detailed design and construction documents for this Project. The team includes the Prime Consultant (A49), Structural, Mechanical, Electrical, Civil and Landscaping sub-consultants and specialists with extensive relevant experience capable of providing all of the required professional services for the Project.

The Consultant and its team are responsible for, but not necessarily limited to:

- Completing the design for the Work and for coordinating and directing the work of sub-consultants and specialists.
- Preparing and assembling the full Construction Documents and tender packages.
- Preparing a preliminary Project Schedule.
- Preparing a design level Cost Estimate.
- Providing Contract Administration services during construction and commissioning.
- Verifying progress billings and provide recommendation to the City of Belleville of acceptance of the Work.
- Cooperating with the CM, City of Belleville, and Hockey Tenant. Participate in actions to ensure the Project remains on track should budget overruns or delays occur.
- Providing general Field Review services for quality control and responding to Site conditions/issues.
- Defining commissioning procedures and confirming that performance requirements have been met; verifying operating manuals, and ensure that record drawings are provided and are accurate.
- Preparing Record Drawings at construction completion.
- Providing Warranty period review services.

A draft OAA Standard Form of Agreement for Architect's Services 600 – 2013 Agreement outlining the roles and responsibilities of the Client and Consultant is appended to this report.

### **3.0 CONSTRUCTION MANAGER**

#### **3.1 Construction Manager (CM) at Risk Services**

Due to the tight project schedule and maximum budget, A49 has recommended to the City of Belleville to deliver the project using a Construction Management at Risk delivery model rather than the more traditional Design-Bid-Build delivery method. The project should have had a CM on board in June and at the very least a CM needs to be engaged and on the project by August of 2016. We recommend a single stage



RFP process to 6-8 General Contractors with experience in arenas and renovation projects.

The CM at Risk method has many advantages, primarily, it engages a General Contractor early in design stage so that they can; provide the consultant with input on constructability, confirm material availability, and costs, monitor the construction schedule, and issue documents for Tender in a sequential manner.

The CM shall be contracted directly with the City of Belleville to deliver the project on time and on budget based on a Guaranteed Maximum Price (GMP). The form of contract will be CCDC 5D. The CM will provide the services and work described in this document. The CM will coordinate and cooperate with all members of the Project team.

The CM as Constructor is responsible for:

- Providing all necessary personnel to perform the Services and duties for the Project, either by assignment of CM qualified staff or by engagement of Services directly to the CM, including site supervision.
- Ensuring continuity of key personnel and maintain a dedicated working team for the life of this project.
- Having an in-depth understanding of the project requirements, including scope, budget and scheduling objectives.
- Working constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- Tender the work packages and review bids in an open and transparent manner with the City and contract directly with the sub-trade awarded the work.

### **3.2 General Requirements**

The Construction Manager (CM) as an expert in matters of construction will be the Constructor and provide strategic advisory services to the City of Belleville and the Consultant throughout the implementation of the Work.

### **3.3 Summary of Services**

The City of Belleville will contract with the CM to deliver the following services including, but not limited to:

- Advisory and support services
- Project Administration

- Site Supervision
- Work Packaging
- Cost Management (Estimates)
- Time Management (Scheduling)
- Risk Management
- Scope Control and Management
- Quality Control & Quality Assurance
- Commissioning
- Site logistics coordination
- General Contractor Services
  - Full time site staff and site facilities
  - Subcontract all construction Work using competitive bidding processes with prequalification as required.
  - Pre-purchase key materials as needed.

The CM will immediately after contract award, mobilize his dedicated resources to provide preconstruction services described herein so that construction starts immediately as the various areas become available.

- Inform the City and Consultant of any project specific issues arising and recommend actions to ensure the Project remains within budget.

It is the responsibility of the CM to ensure that all prices included in the Contractor's breakdown, including the costs and mark-ups of subcontractors, are fair and reasonable.

### **3.4 Permits and Approvals**

Permit applications will be the responsibility of the Consultant. Permits will then be assigned to the CM.

## **4.0 APPENDIX**

### **Appendix 1 – Plans & Sections**

- Site Plan Study
- Floor Plan FP01
- Floor Plan FP02
- Floor Plan FP03
- Building Sections
- Home Team Dressing Room Plan

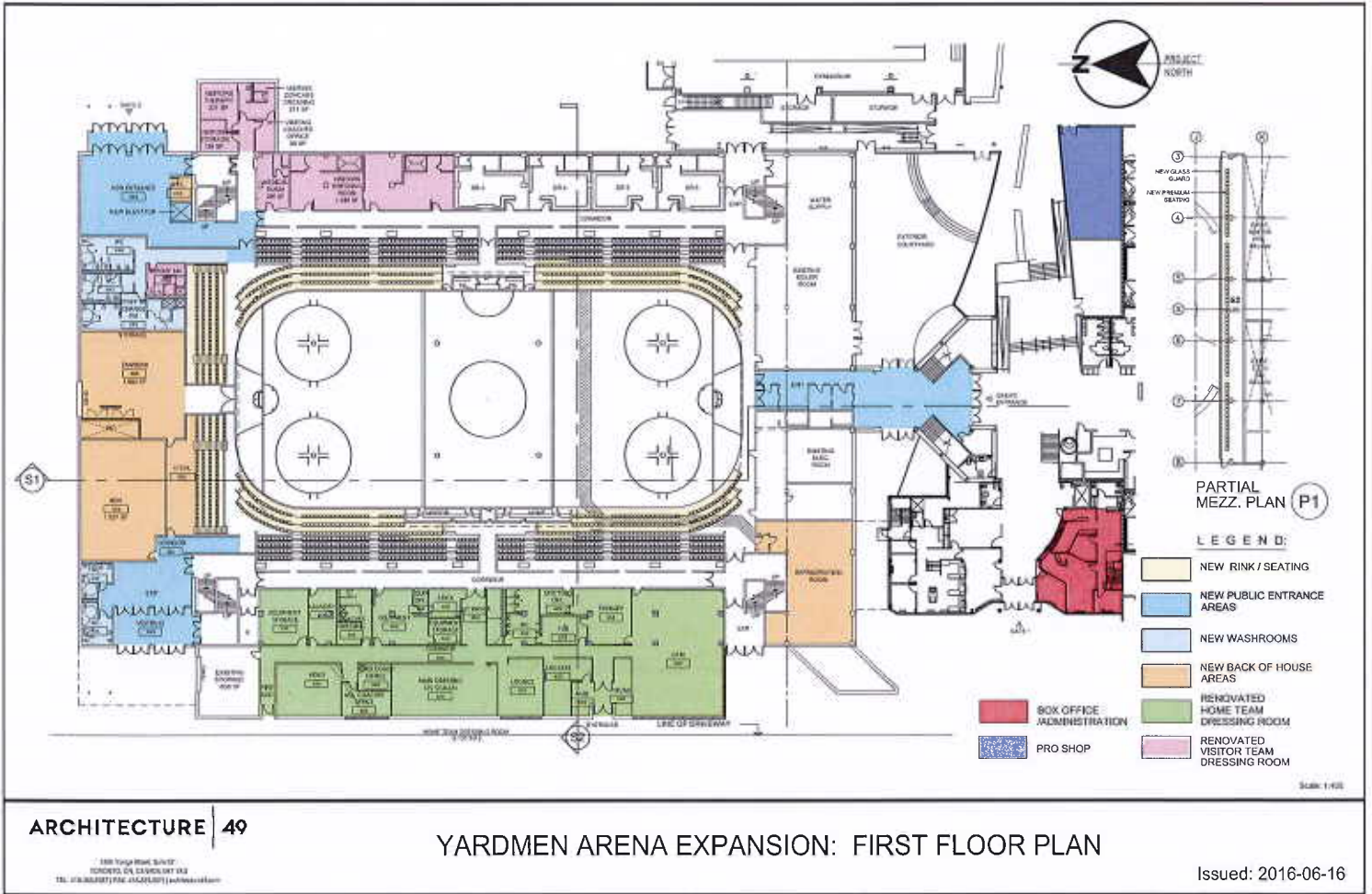
- Visiting Team Dressing Room Plan

**Appendix 2 – Isometrics A07 – A11**

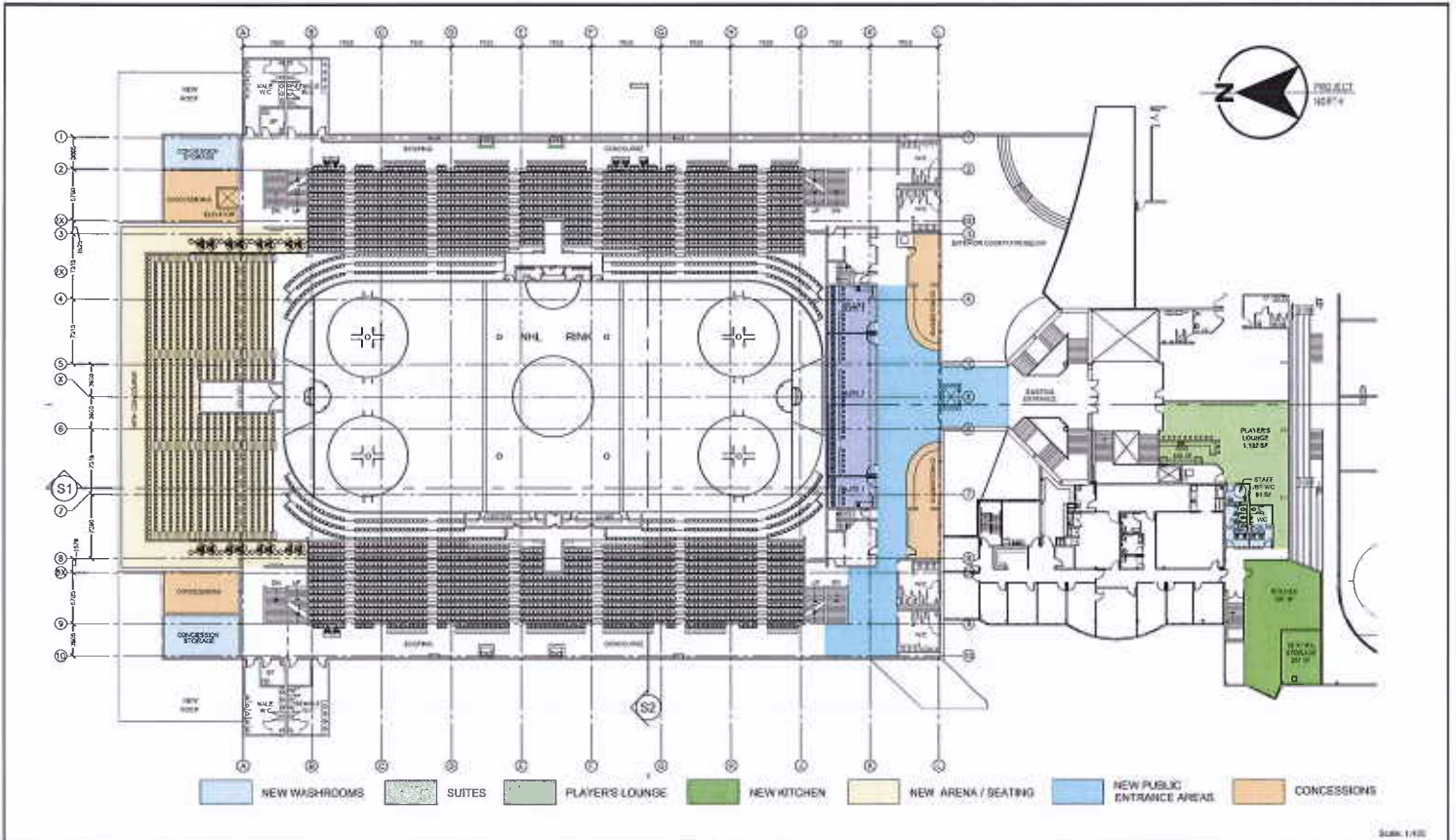
**Appendix 3 – Perspectives A12 - A15**

**Appendix 4 - Project Schedule**

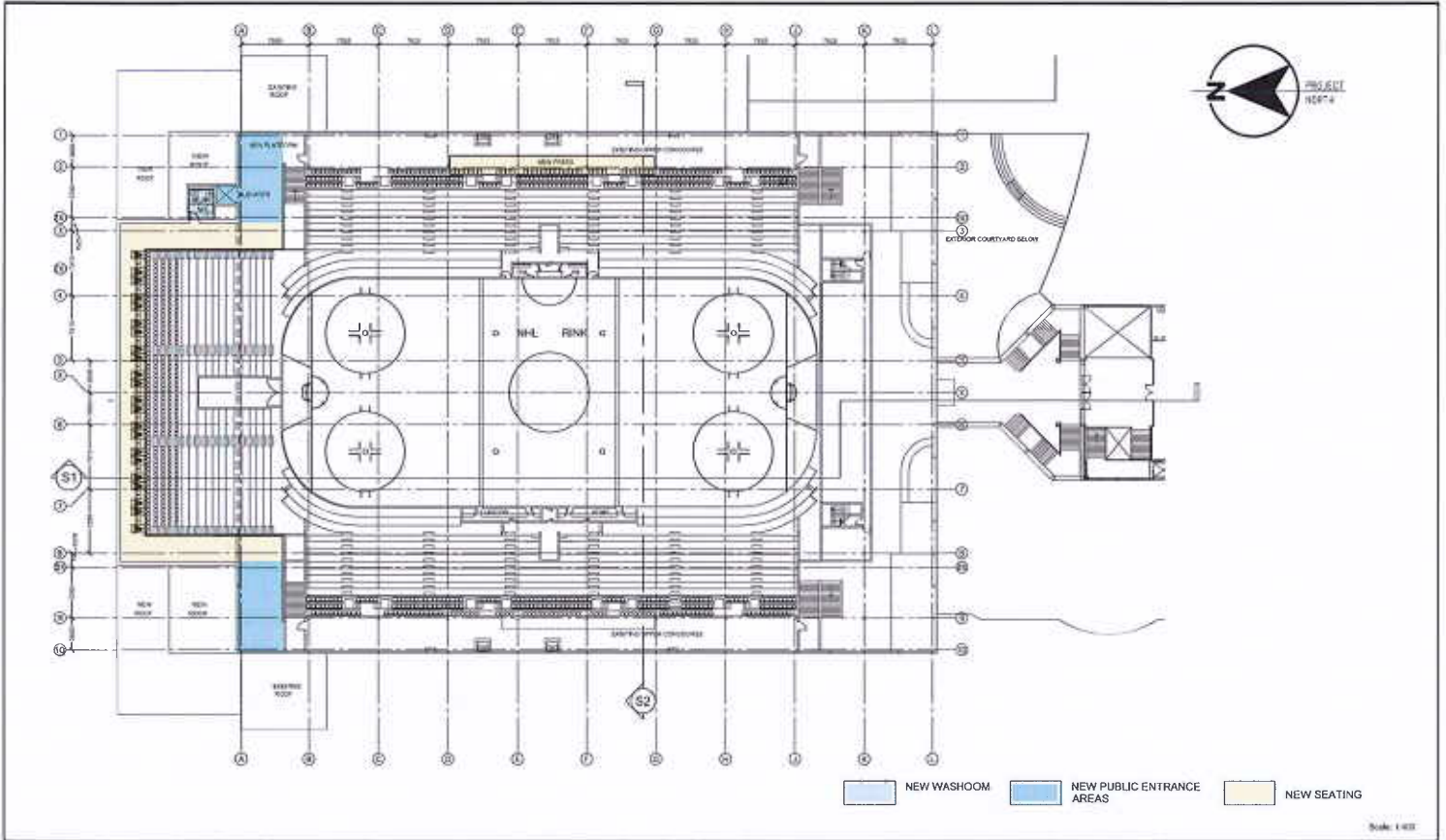


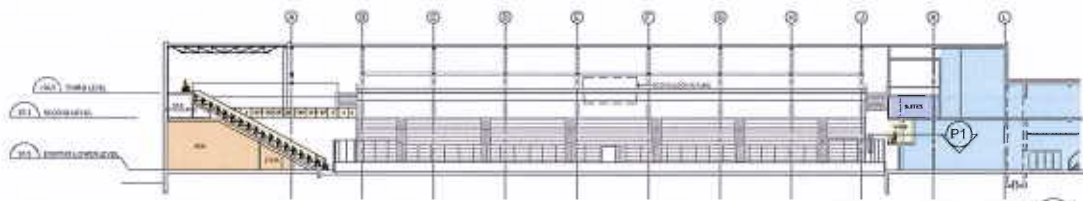




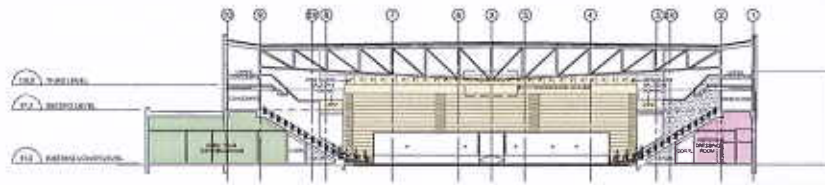








LONGITUDINAL SECTION S1

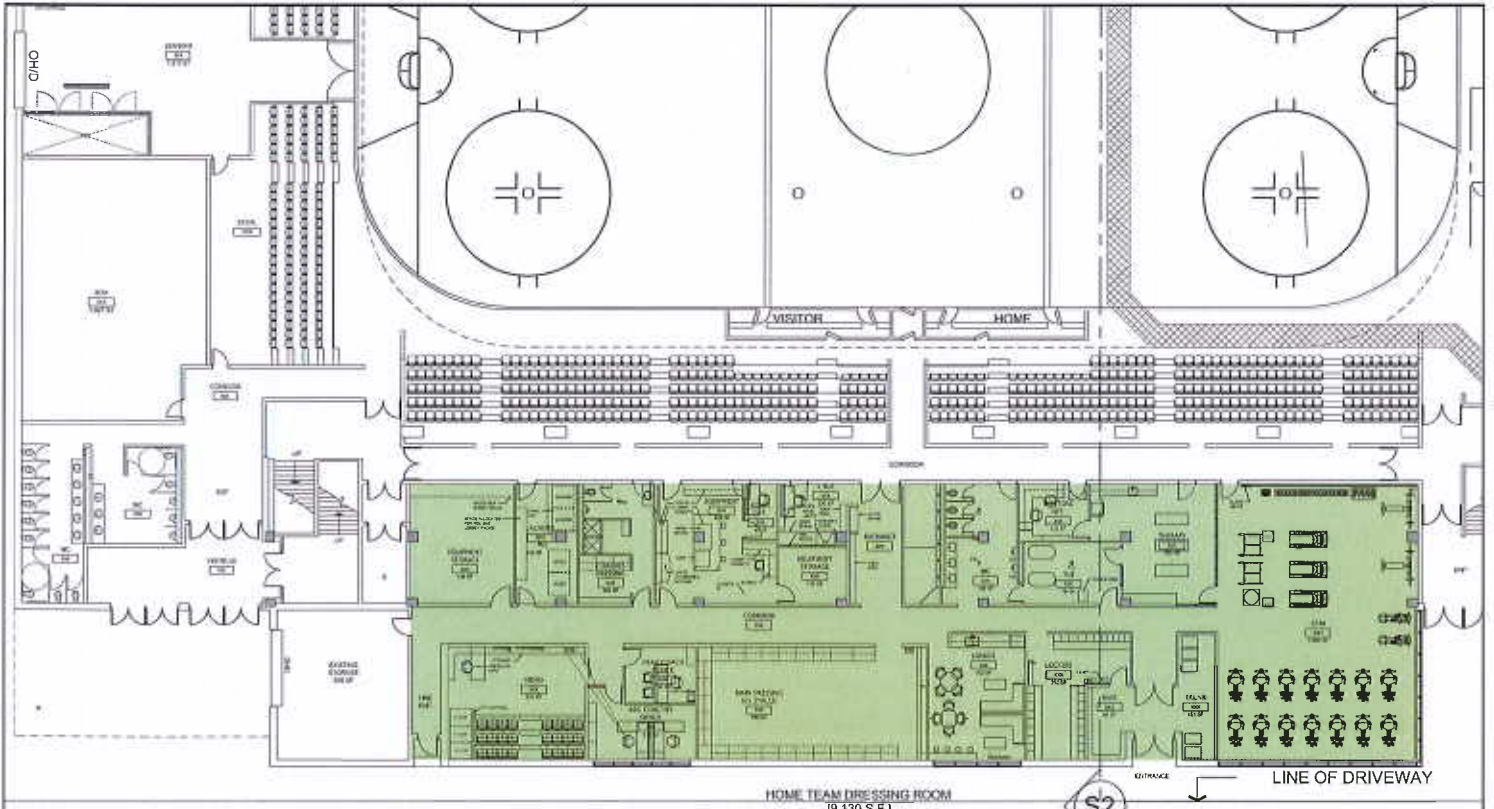


CROSS SECTION S2

- NEW PUBLIC ENTRANCE AREAS
- SUITES
- NEW BACK OF HOUSE AREAS
- RENOVATED VISITOR TEAM DRESSING ROOM
- NEW RINK / SEATING
- RENOVATED HOME TEAM DRESSING ROOM

Scale: 1:40

Scale: 1:40

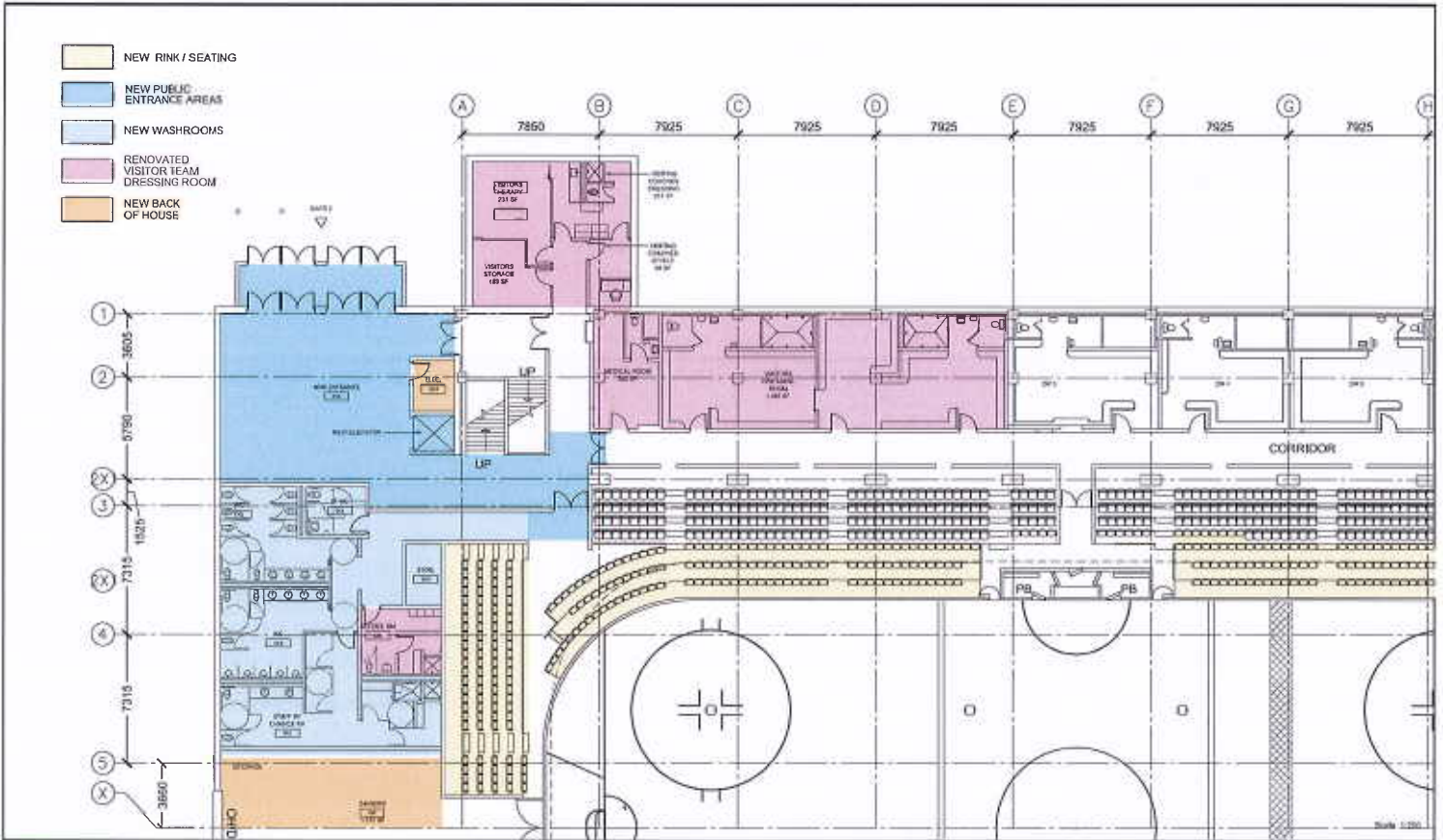


HOME TEAM DRESSING ROOM  
[9,130 S.F.]

LINE OF DRIVEWAY



Scale: 1:200



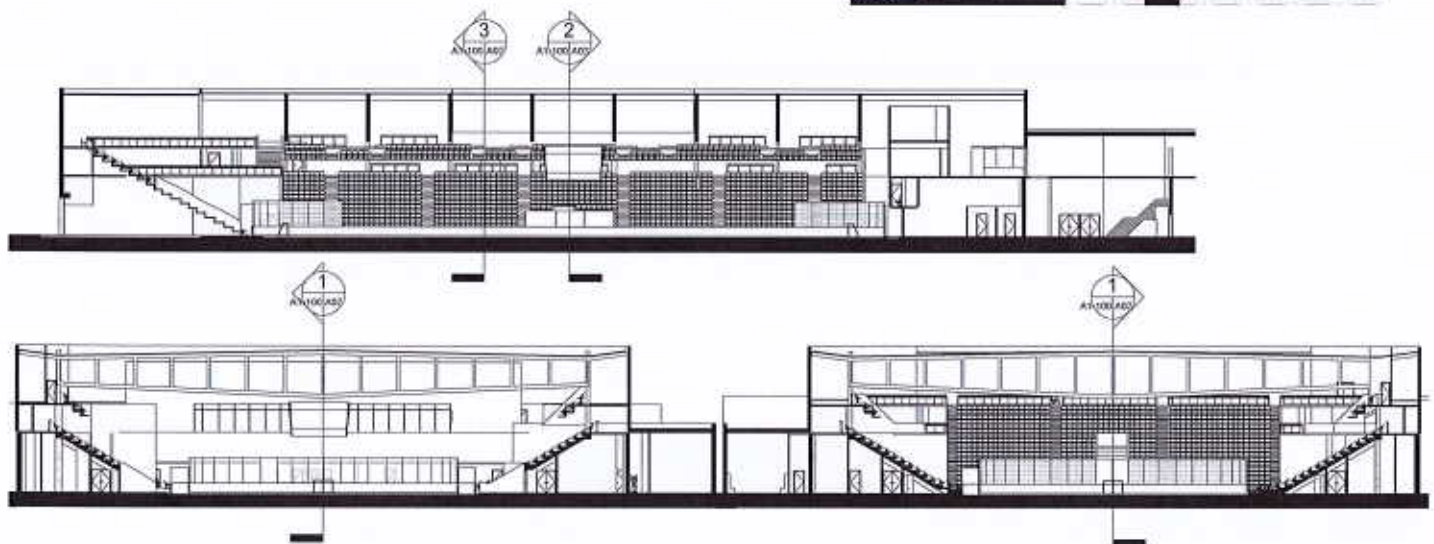
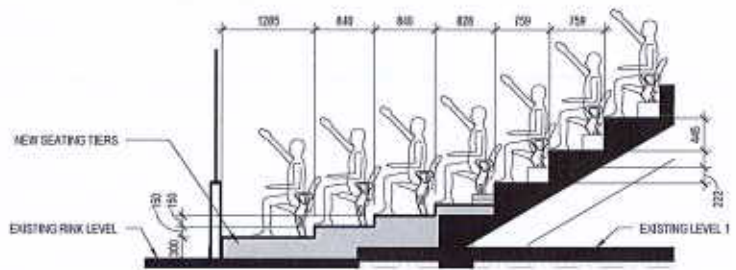
ARCHITECTURE 49

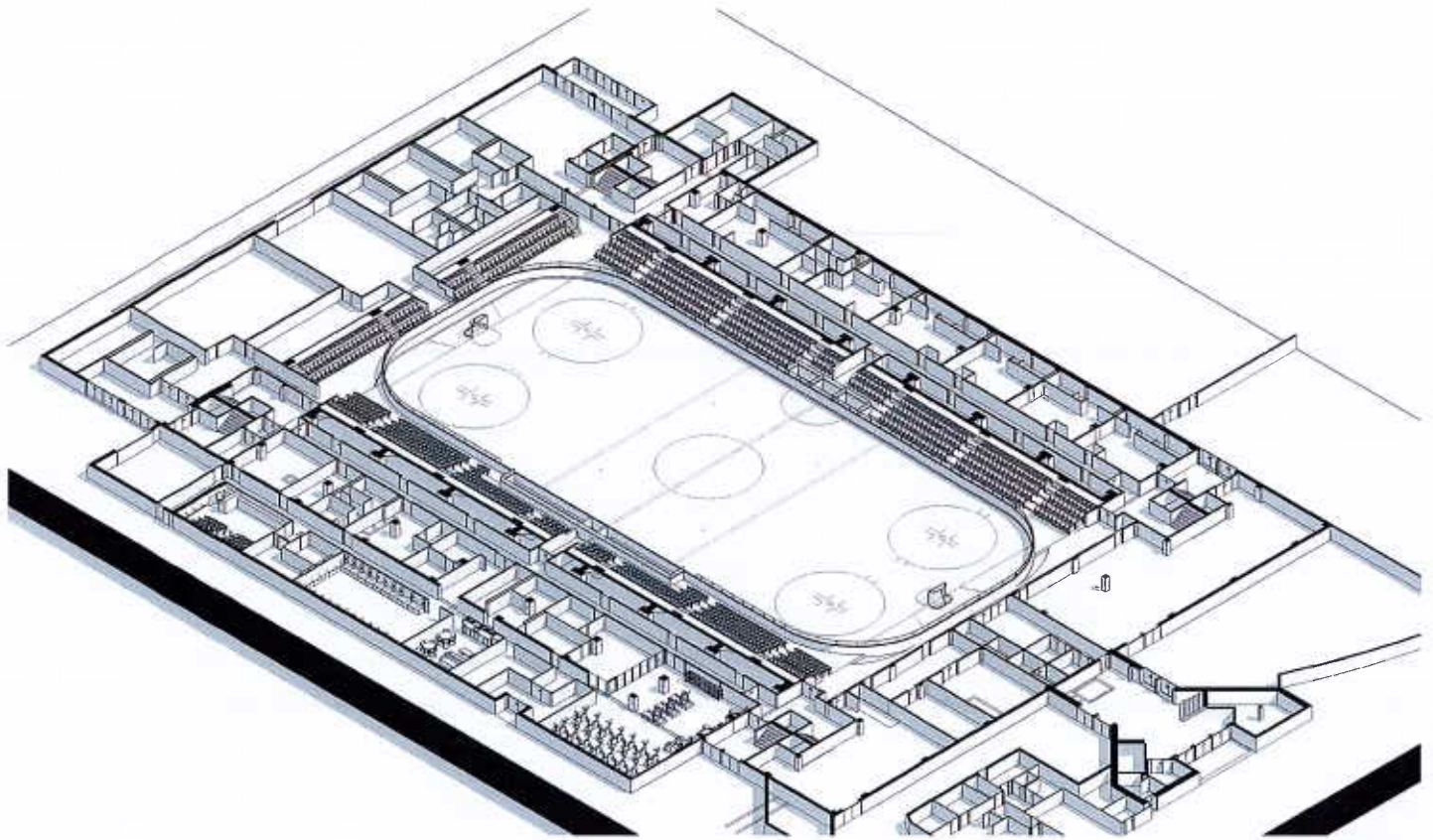
YARDMEN ARENA EXPANSION: VISITING TEAM DRESSING ROOM

100 King Street East  
 TORONTO, ON CANADA M5X 1C5  
 TEL: 416-924-9000 FAX: 416-924-9001

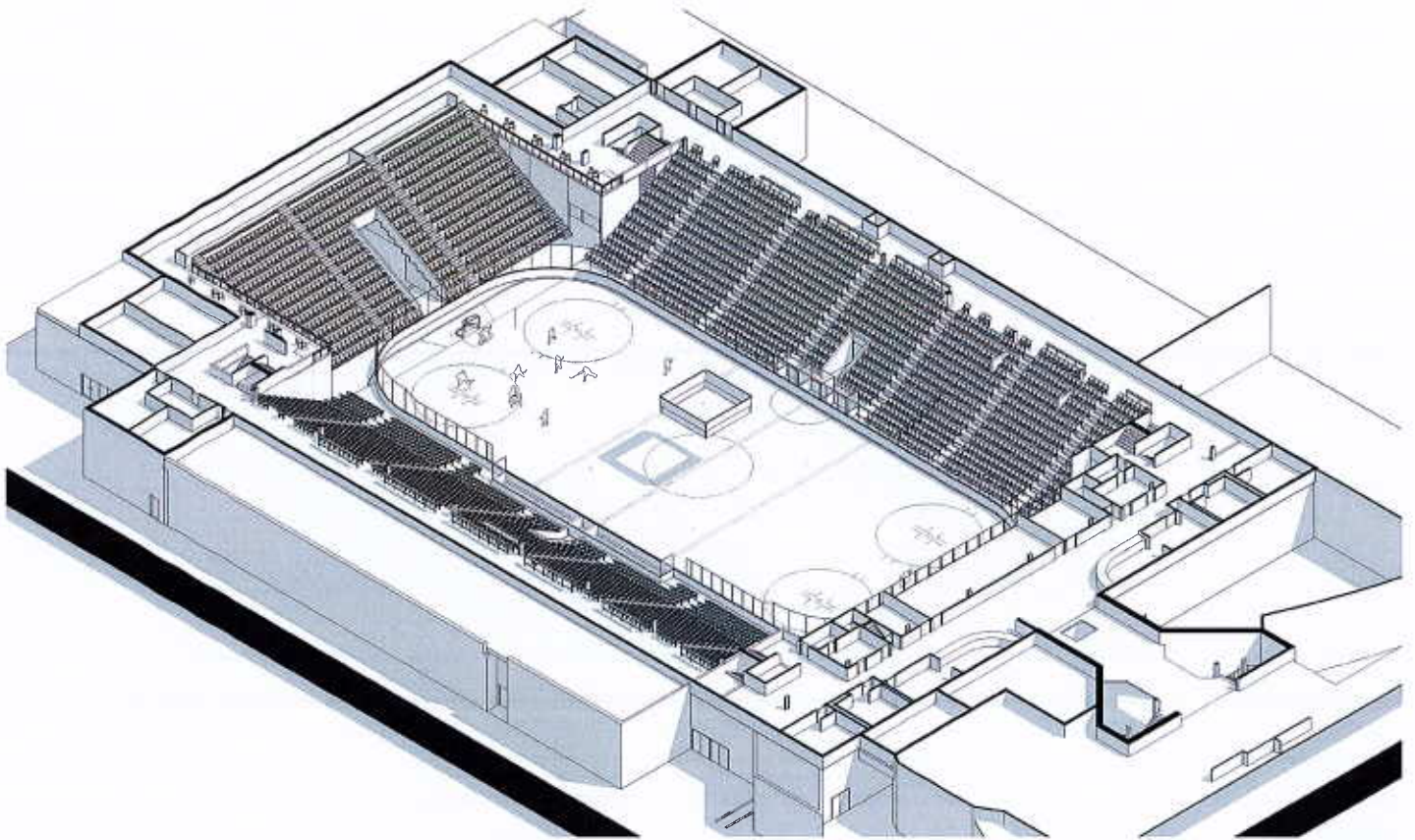
Issued: 2016-06-06



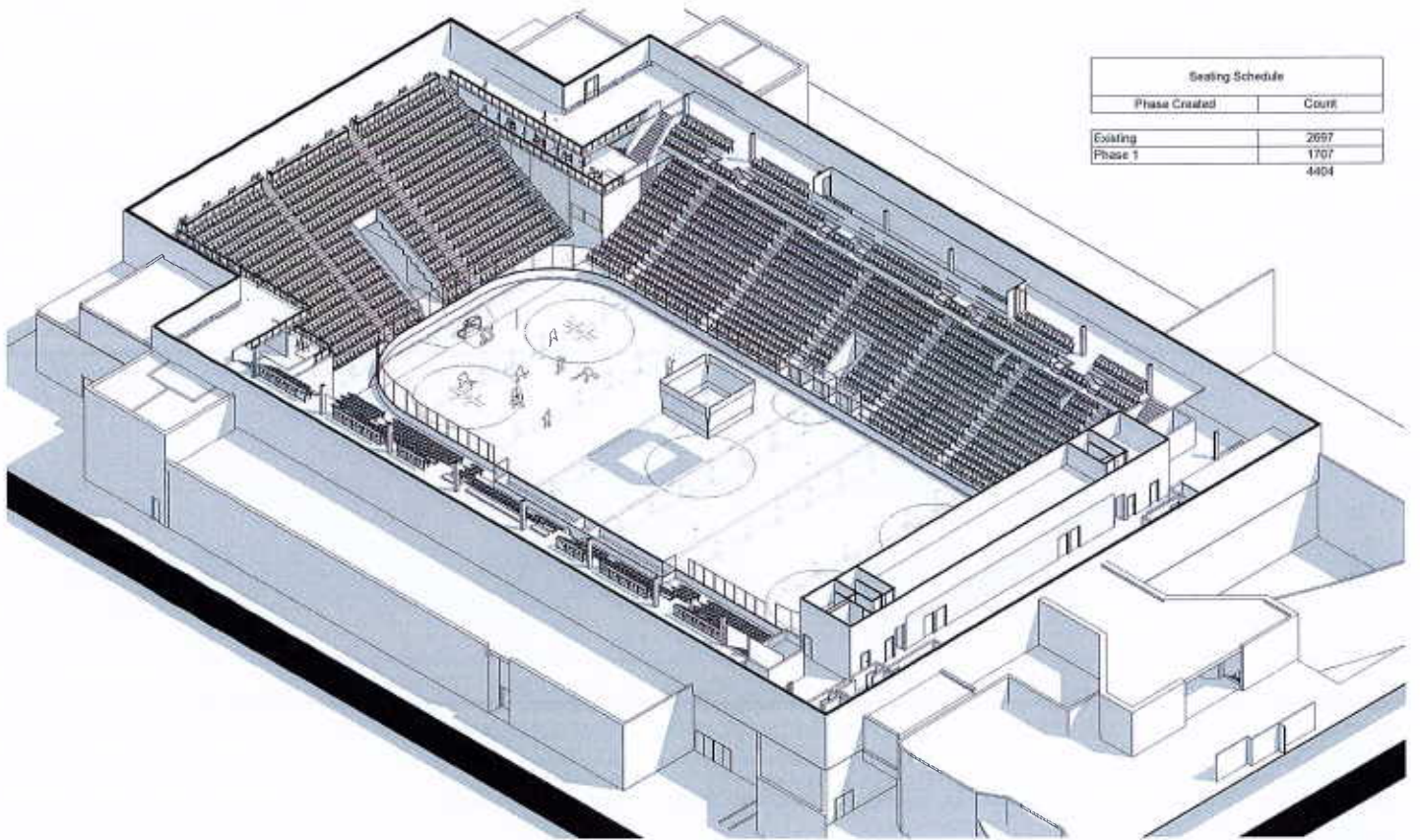






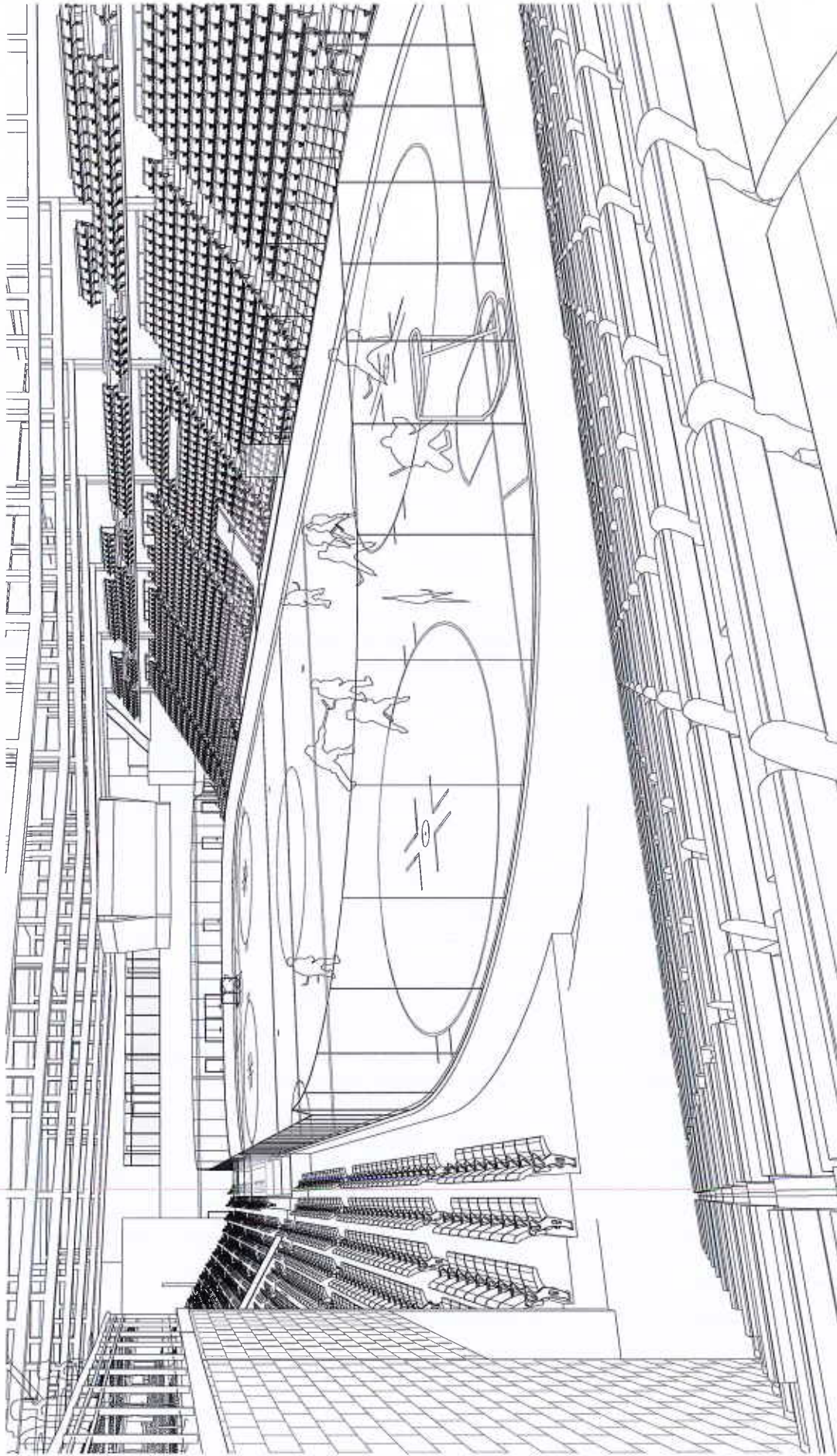


LEVEL 2 ISOMETRIC



Seating Schedule	
Phase Created	Court
Existing	2697
Phase 1	1707
	4404





PERSPECTIVE VIEW FROM NE

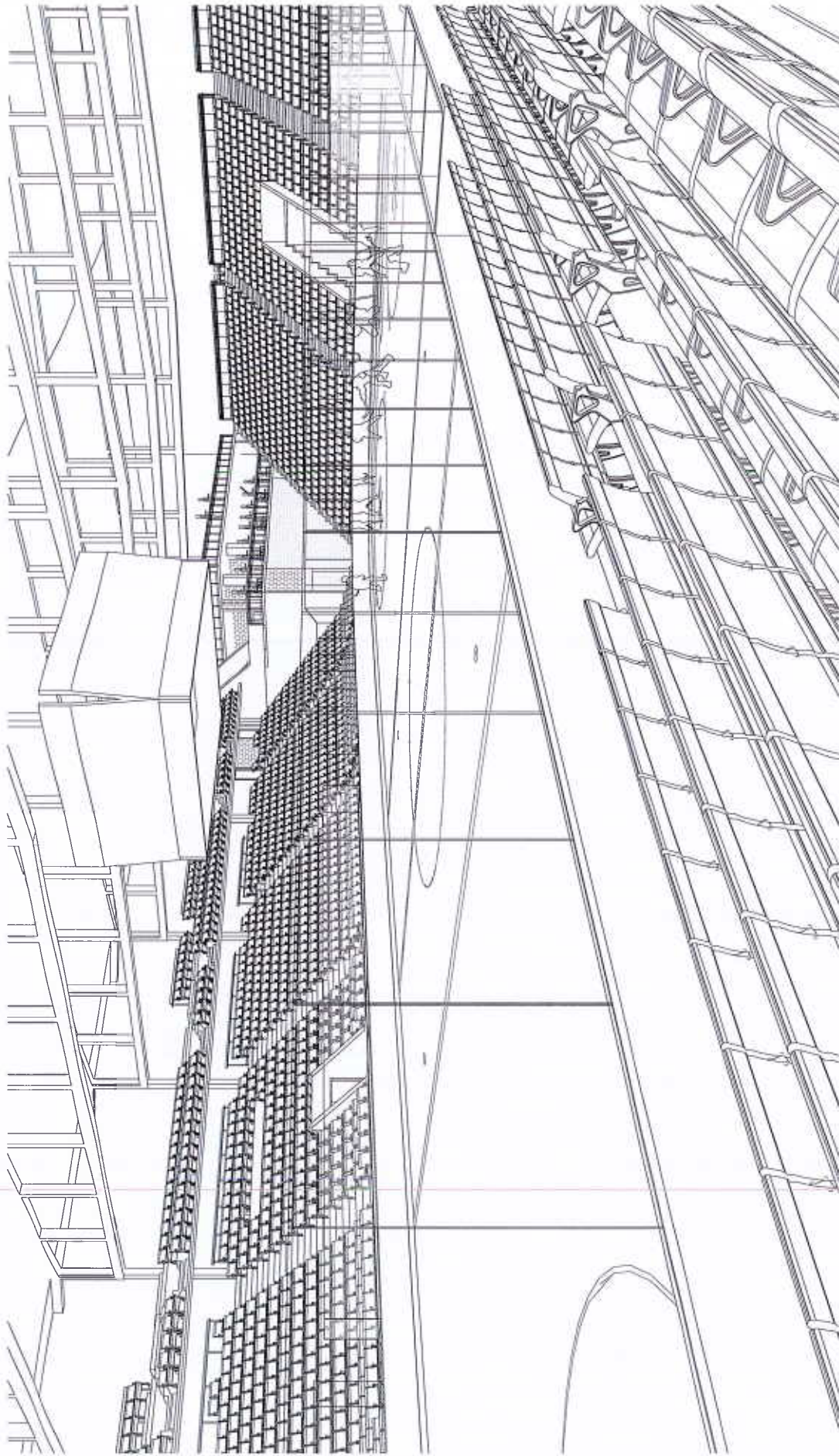
**A12**

2016-06-06

Yardmen Arena Expansion

ARCHITECTURE | 49





PERSPECTIVE VIEW FROM LOWER SE

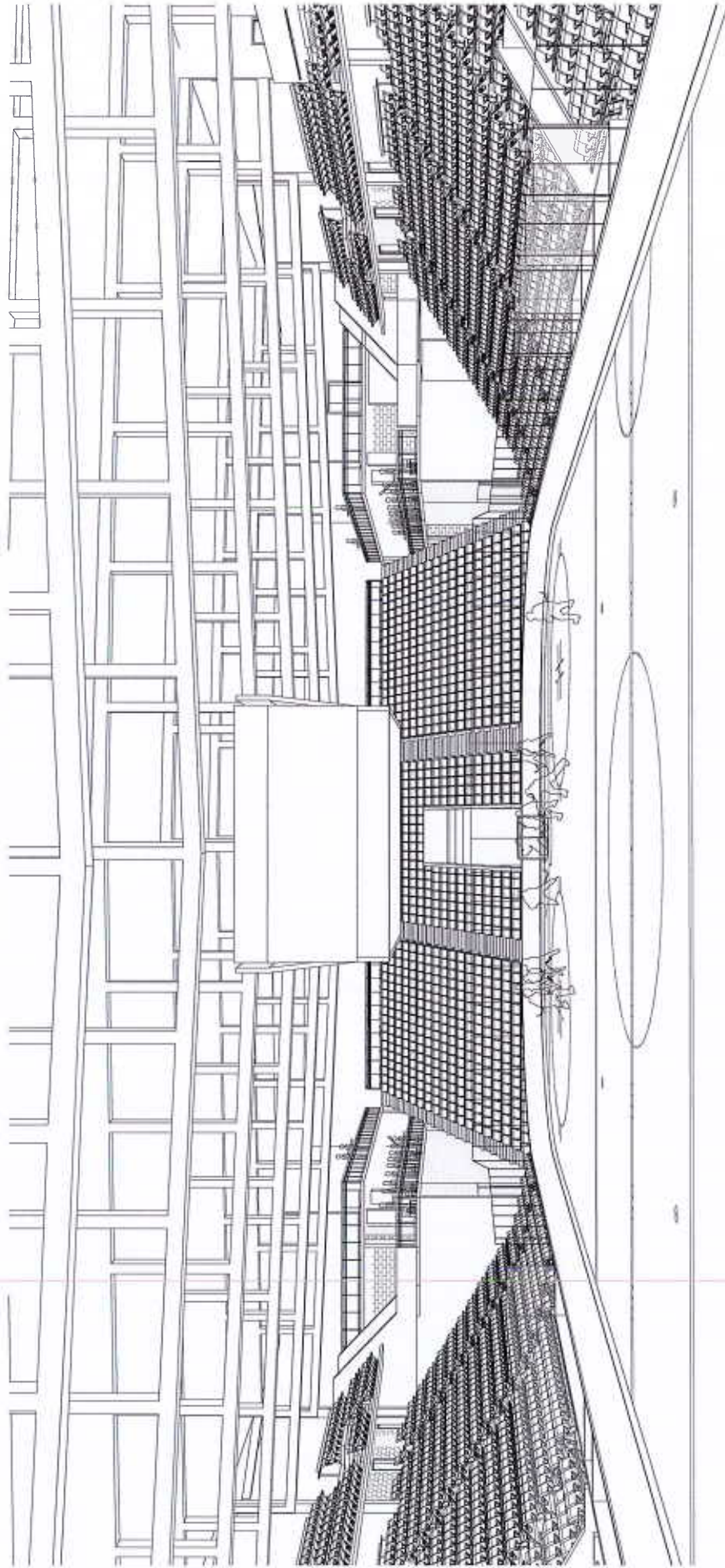
2016-06-06

A13

Yardmen Arena Expansion

ARCHITECTURE | 49





PERSPECTIVE VIEW FROM S

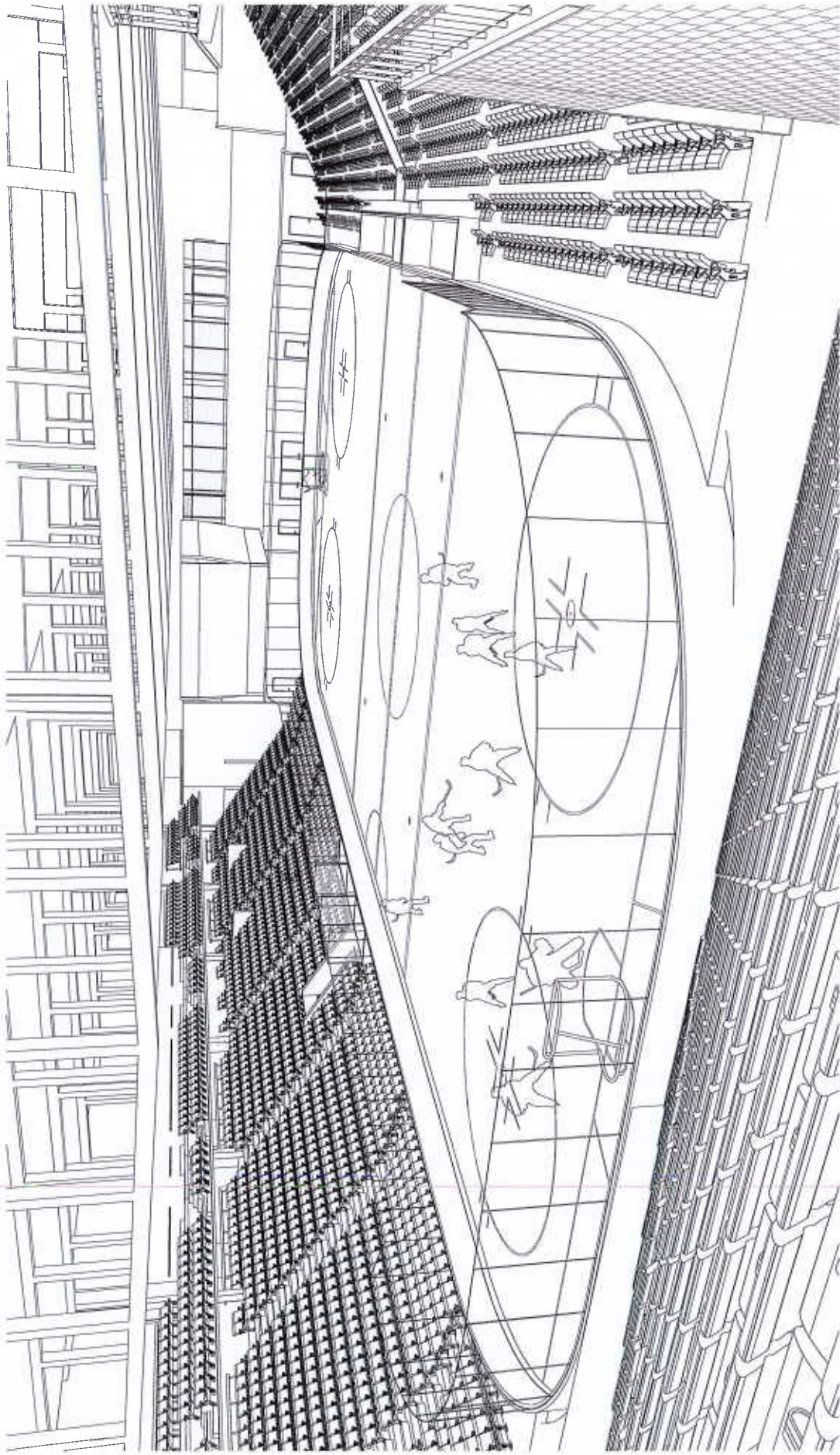
2016-06-06

A14

Yardmen Arena Expansion

ARCHITECTURE | 49





**A15**

PERSPECTIVE VIEW FROM UPPER NW

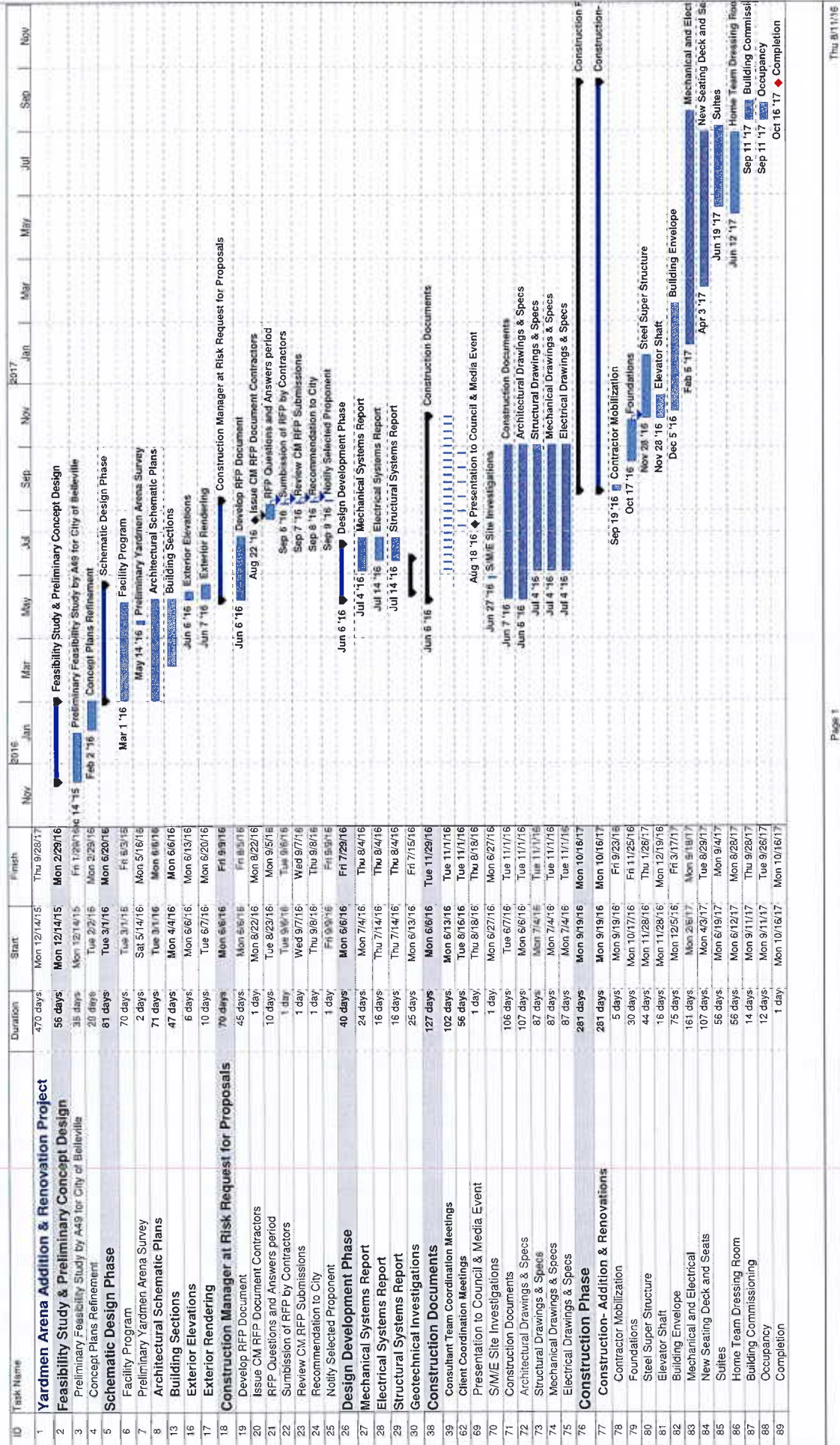
2016-06-06

Yardmen Arena Expansion

ARCHITECTURE | 49



# Yardmen Arena Addition & Renovation, Belleville ON - Project Schedule





**Ontario Association of Architects**

**Standard Form of Contract for Architect's Services**

**OAA 600-2013**

FOR

Yardmen Arena Renovations, Belleville, Ontario

A large, empty rectangular box with a thin black border, intended for a signature or stamp.



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*\* List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

# AGREEMENT

A1 This contract made as of the 20 day of the month of July in the year 2016.

A2 between the *Client*:

City of Belleville

A3 and the *Architect*:

Architecture49 Inc.

A4 for the following *Project*:

Yardmen Arena Renovations

A5 The owner, if other than the *Client*, is: \_\_\_\_\_

A6 The *Client's* budget for *Construction Cost* is: \$ 16,000,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: September 2016

.2 *Substantial Performance of the Work*: September 2017

A8 The anticipated construction delivery type and anticipated construction contract between the owner and the contractor are:

.1 Delivery type: Construction Management

.2 Construction contract: \_\_\_\_\_

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Structural (WSP) Mechanical (WSP) Electrical (WSP) Security (WSP) Acoustics Code Compliance (LRI)	Civil (WSP) Landscaping (Helle Brodie)
--	---

.2 engaged by the *Client*

Geotechnical Hazardous Materials Refridgeration Signage Audio Visual	
--	--

A11 For the *Architect's* services the fee shall be computed as follows: (*refer also to GC11*)

Refer to Architecture49 fee proposal, dated April 13,2016.( Revised July 18,2016)
---

A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	( <u>7.20</u> %)
Design development phase	( <u>16.00</u> %)
Construction documents phase	( <u>47.80</u> %)
Bidding or negotiating phase	( <u>3.00</u> %)
Construction phase	( <u>26.00</u> %)
Total	( 100.00 %)

A13 An administrative charge of 5.00 % shall be added to the reimbursable expenses as noted in GC11.2.

A14 The rate for calculating automobile travel costs shall be \$ 0.50 per kilometre.

A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* upon receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid invoice shall bear interest, calculated monthly at the rate of 6.00 % per annum, commencing 30 days after the date that the *Architect* submits the invoice.



## DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

**Architect** is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

**Client** is the person or entity identified in Article A2.

**Construction Cost** is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

**Construction Documents** consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

**Consultant** is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

**Consultant Coordination** consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

**Contingency** means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

**Electronic Documents** are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Estimate of Construction Cost** is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

**General Review** means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

**Instruments of Service** are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Place of the Work** is the designated site or location of the *Work* identified in the construction contract documents.

**Project** as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

**Substantial Performance of the Work** means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

**Toxic or Hazardous Substances or Materials** means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

**Work** means the total construction and related services required by the construction contract documents.

## GENERAL CONDITIONS

### GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
  - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
  - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
  - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
  - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
  - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
  - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
  - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.

### GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's* *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the *Architect* and the manner of compensation as indicated in *Fee Reference* for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>SCHEMATIC DESIGN PHASE</b>			
.1	<b>Review Program</b> - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	X		
.2	<b>Review Applicable Codes</b> - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	X		
.3	<b>Prepare Initial Evaluation</b> - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .	X		
.4	<b>Review Initial Evaluation</b> - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	X		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	<b>Preliminary Concept Design</b> - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	X		
.6	<b>Schematic Design Documents</b> - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Spatial Relationship diagrams</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• Outline Specifications</li> </ul>	X		
.7	<b>Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.			By others
.8	<b>Submit Schematic Design</b> - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	X		
<b>DESIGN DEVELOPMENT PHASE</b>				
.9	<b>Design Development Documents</b> - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization or adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawing and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• <i>Project</i> brief detailing area calculations, building systems and outline specifications</li> </ul>	X		
.10	<b>Continue Review of Applicable Codes</b> - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	X		
.11	<b>Update Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .			By others
.12	<b>Submit Design Development</b> - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	X		
<b>CONSTRUCTION DOCUMENTS PHASE</b>				
.13	<b>Drawings and Specifications</b> - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	X		



2.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	<b>Review Applicable Codes</b> - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	X		
.15	<b>Bidding Information</b> - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	X		
.16	<b>Update Estimate of Construction Cost</b> - Update the <i>Estimate of Construction Cost</i> .			By others
.17	<b>Submit Construction Documents</b> - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> approval.	X		
<b>PERMITS AND APPROVALS</b>				
.18	<b>Building Permit Application</b> - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	X		
<b>BIDDING/NEGOTIATION PHASE</b>				
.19	<b>Bidding/Negotiation</b> - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	X		
<b>CONSTRUCTION PHASE</b>				
.20	<b>General Review</b> - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	X		
.21	<b>Site Meetings</b> - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	X		
.22	<b>WSIB Certificates, Bonds and Insurance Policies</b> - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.	X		
.23	<b>Construction Schedule</b> - Receive construction schedule from contractor, review and forward to <i>Client</i> .	X		
.24	<b>Schedule of Values</b> - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	X		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	<b>Payment Certification</b> - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	X		
.26	<b>Construction Contract Documentation Interpretation</b> - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	X		
.27	<b>Shop Drawings and Submittals</b> - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	X		
.28	<b>Supplemental Details and Instructions</b> - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	X		
.29	<b>Requests for information (RFI's)</b> - Receive requests for information (RFI's) from the contractor and process accordingly.	X		
.30	<b>Proposed Change Notices/Change Orders and Change Directives</b> - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.	X		
.31	<b>Inspection &amp; Testing Services</b> - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	X		
.32	<b>Substantial Performance and Completion</b> - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> and a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	X		
.33	<b>Contractor's Documentation at Completion</b> - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.	X		
.34	<b>Takeover Procedure</b> - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	X		
.35	<b>Twelve Month Warranty Review</b> - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.	X		



**GC3 PROVISION OF ADDITIONAL SERVICES**

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>PRE-DESIGN SERVICES</b>			
.1	<b>Pre-Design Study</b> - Provide pre-design study or services such as: <b>to assist with</b> analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			
.2	<b>Multiple Sites</b> – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			
.3	<b>Programming</b> – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.			
.4	<b>Verifying Drawings</b> - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			
.5	<b>Measured Drawings</b> - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			
.6	<b>Survey, Geotechnical or Hazardous Materials</b> - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3			
	<b>GENERAL SERVICES, ALL APPLICABLE PHASES</b>			
.7	<b>Detailed Estimates of Construction Cost</b> - Provide detailed <i>Estimates of Construction Costs</i> .			
.8	<b>Detailed Quantity Surveys, Inventories, Operating Costs</b> - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			
.9	<b>Future Facilities</b> - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			
.10	<b>Provision of Interior Design Services</b> - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	X		
.11	<b>FF&amp;E</b> - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.	X		

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	<b>Signage</b> - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.			By others
.13	<b>Tenant Related Services</b> – Provide tenant layout and design services or documents not otherwise included in fees.			
.14	<b>Marketing</b> - Prepare promotional presentations or special marketing materials.			
.15	<b>Model/Rendering/Video</b> - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			
.16	<b>Photography</b> - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			
.17	<b>Language Translation</b> - Provide language translation services for <i>Construction Documents</i> or other documents.			
.18	<b>Value Engineering</b> - Provide services in connection with value engineering or analysis.	X		
	<b>PERMITS AND APPROVALS</b>			
.19	<b>Special Approvals of Authorities</b> - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:			
.1	<b>Zoning or Land Use Amendment:</b>			
.2	<b>Committee of Adjustment or variance from by-laws:</b>			
.3	<b>Site Plan Approval:</b>			
.4	<b>Other Approvals:</b> (list and describe)			
	<b>BIDDING/NEGOTIATION PHASE</b>			
.20	<b>Pre-qualification of Bidders</b> - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.			
.21	<b>Multiple Bid Packages</b> - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			
.22	<b>Issued for Construction Drawings</b> - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.			
	<b>CONSTRUCTION PHASE</b>			
.23	<b>Additional On-Site Representation</b> – Provide extensive or full-time on-site review or representation.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	<b>Multiple Contracts</b> - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			
.25	<b>Multiple Phases</b> - Provide services in connection with multiple phased occupancies.			
.26	<b>Client's Own Forces</b> - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .			
.27	<b>Updated Drawings</b> - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.			
.28	<b>Record Drawings</b> - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	X		
.29	<b>Commissioning</b> - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client's* Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the *Client's* failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;



- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any mediation, arbitration proceeding, or legal proceeding; or
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.

#### GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
  - .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
  - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
  - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
  - .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
  - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
  - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
  - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
  - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;



- .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
  - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
  - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.
- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
  - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
  - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

**GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST**

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
  - .2 authorization for re-bidding or re-negotiating of the proposal, or
  - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
  - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

*Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

## **GC6 CONSTRUCTION PHASE SERVICES**

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.

- 6.2 When engaged for services during the construction phase the *Architect* shall:

- .1 be a representative of the *Client*;
- .2 advise and consult with the *Client*;
- .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
- .4 forward all instructions from the *Client* to the contractor;
- .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
- .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
- .2 the results of any subsequent tests required by or performed under the construction contract documents;
- .3 minor deviations from the construction contract documents being corrected prior to completion; and
- .4 any specific qualifications stated in the certificate for payment.

- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

## **GC7 COPYRIGHT AND USE OF DOCUMENTS**

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.



- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes 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 the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.
- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

#### **GC8 LIABILITY OF THE ARCHITECT**

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
1. be required to make exhaustive or continuous on-site reviews;
  2. be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
  3. have control, charge, 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*,
  4. be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
  5. be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

## **GC9 SUSPENSION OF SERVICES**

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Architect's* invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
  - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

## **GC10 TERMINATION OF SERVICES**

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
  - .2 termination in accordance with GC10.
  - .3 one year from the date of certification of *Substantial Performance of the Work*; or
  - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.



## GC11 PAYMENTS TO THE ARCHITECT

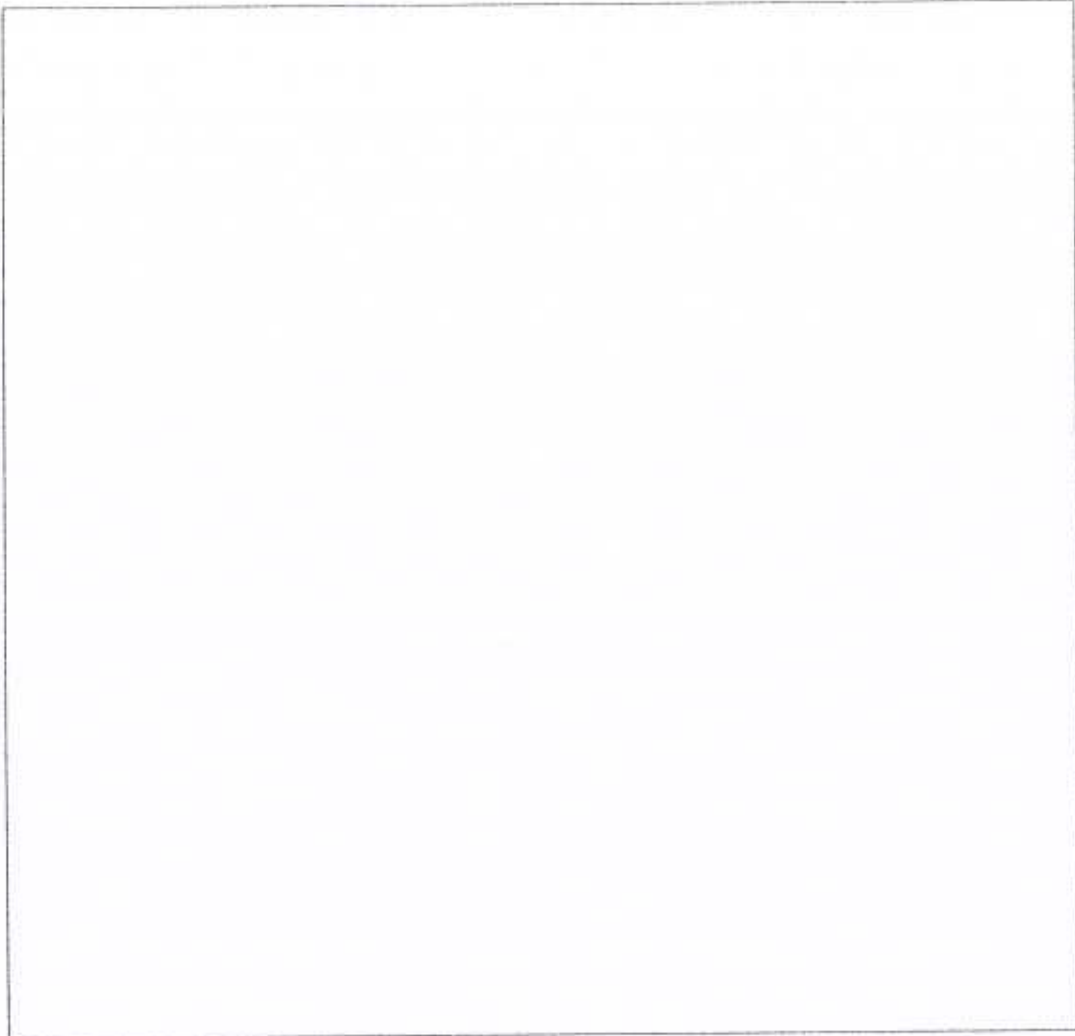
- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
  - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
  - .3 reproduction of *Instruments of Service*, photographs, and other documents;
  - .4 web-based project management services, specifically requested by the *Client*;
  - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
  - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
  - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:
- .1 a contract for the provision of the *Architect's* services up to and including the commencement of the *Work*; and
  - .2 a contract for the provision of the *Architect's* services after the commencement of the *Work*.

## GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

**GC13 OTHER TERMS OF CONTRACT:**

The *Client* and the *Architect* agree as set forth in the following other terms:



This contract is entered into as of the day and year first written above.

**Albert Paquette** Digitally signed by Albert Paquette  
Date: 2016.07.21 16:01:31 -04'00'

.....  
**CLIENT** (*Signature*)

.....  
**ARCHITECT** (*Signature*)

.....  
(*Printed name and title*)

J. Albert Paquette, Managing Principal  
.....  
(*Printed name and title*)

## **SUPPLEMENTAL GENERAL CONDITIONS**

**These Supplemental General Conditions override the Standard Form of Agreement and the General Conditions to the extent they are inconsistent with same.**

**GC 1.1.6 The Architect acknowledges that the key personnel which have been designated under this section are Matthew Delean and Albert Paquette.**

**GC 2.1.20 The parties acknowledge that the general review will include attendance at site meetings and are anticipated on average not to exceed once every two weeks without additional compensation.**

**GC 3.1 Sections 3.1.4, 3.1.5 and 3.1.6 are acknowledged not to be services at an additional cost, but are included in the base fee.**

**GC 3.1.18 The parties acknowledge that only one major value engineering exercise is included in the base fee. There may be some additional minor value engineering required from time to time as part of the base fee, but any further major value engineering is at an additional cost.**

**GC 3.1.24 It is acknowledged that the Construction Management and Fast Track services are included in the basic fee.**

**GC 3.2.2 A material change would exclude an extension of the contract completion time unless beyond December 31, 2017. In addition, "material" will take into account the large contingency already built into the Project so that significant changes in the contract budget are anticipated without necessarily being an additional cost.**

**GC 3.2.4 The Architect acknowledges having worked with the Building Department of the City of Belleville before and is well aware of their policies and procedures. In the event that the Building Department of the City of Belleville is being unreasonable in their time to respond to items relating to the Building Code or By-laws, or is taking an unreasonable position with respect to same, which can be demonstrated by the Architect, then in such case**



this would fall within section 3.2.4 for extra fees, but otherwise shall not.

**GC 3.2.6** This shall not apply in evaluating a reasonable number of substitutions, given that this is a construction management process and therefore there is bound to be some substitutions as part of the process. However, an unreasonable number of substitutions will require extra fees under GC 3.2.6.

**GC 3.2.11** This will only apply for extensions past December 31, 2017.

**GC 5.6** Given this is a construction management process, the Architect acknowledges that it is a continual design process where work may be undertaken before the design, plans and specifications are complete and that is part of the normal process and part of the base architect's fees.

**GC8.2** Add the following:

To the extent that any such claims are not covered by the professional liability insurance carried by and available to the Architect, which will have a minimum limit of \$2 million per occurrence, then, and only in such case the Architect's liability shall be limited to a maximum of \$2 million for such claims, shall exclude consequential damages, including loss of profits or revenue. For all claims covered by the professional liability insurance, the limits will be as set out in such insurance policy.

There will be added a GC 8.8.

The Architect agrees to indemnify and save harmless the Client from any and all claims, costs, damages and liabilities arising out of the negligence of the Architect in the performance of the contract or its duties under this contract subject to the limitations set out above. This indemnity shall not apply to anything resulting from the negligence of third parties or the negligence of the Client.

**GC 10.6** Add the following:

The payment of the Architect's anticipated profit calculated at 10% of the value of the services remaining to be performed shall not apply in the event that this contract is terminated as a result of the default of the Architect, but shall apply in any other termination situation.

F:\USER\GH\Commercial\city of belleville\Hockey Team\Yardmen Arena\Supplemental General Conditions Jul 20, 2016.docx



## **Yardmen Arena Expansion Renovation Project**

Belleville, Ontario

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**Architectural Consulting Services**

Service Proposal  
Revised July 18, 2016

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ARCHITECTURE | 49



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July 18, 2016

Mark Fluhrer  
Recreation, Culture & Community Services Director  
City of Belleville  
265 Cannifton Road  
Belleville, Ontario K8N 4V8

Dear Mr. Fluhrer,

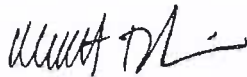
**Re: Yardmen Arena Expansion and Renovation, Belleville, ON  
Architecture49 Fee Proposal for A/S/M/E/L Consulting Services**

Architecture49 (A49) is pleased to submit for your review our Fee Proposal for architectural, structural, mechanical, electrical, and landscaping services for the proposed expansion and renovations to Belleville's Yardmen Arena. As a result of touring the facility in December 2015 with yourself and Facility Manager Peter Lyng, as well as through several conference calls and concept design reviews, A49 has gained a solid understanding of the project's scope of work, the potential urgency of the project's schedule and the consulting deliverables required to complete the planned renovations to revitalize the existing 1978 era spectator facility.

A49 is one of Canada's leading architectural firms with a well established 50 year legacy in the design and construction of sports and recreation facilities. The firm prides itself in the delivery of creative, cost effective and technically sophisticated building solutions. As a multi-disciplined organization with a wide range of skills and in-house resources, the firm uses an integrated team approach to bring innovation and experience to all phases of each project. A49 is able to provide leadership, vision, design and technical expertise necessary to facilitate the development of design solutions and documents that will be necessary for expanding the multi-use capabilities of the arena for years to come.

We thank you for the opportunity to work with you on this exciting project. Please do not hesitate to call if you require further clarifications on our proposal.

Yours very truly,



MATTHEW DELEAN, Principal, Architect, OAA, OAQ  
Architecture49 Inc., 1300 Yonge Street, Suite 201, Toronto ON, M4T 1X3 Canada

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## UNDERSTANDING OF THE PROJECT

The Yardmen Arena is a multi-use spectator facility used primarily for hockey but also for concerts and other sports and entertainment attractions. Originally constructed in 1978, much of the arena remains unchanged since that time except for minor renovations throughout and new connections at the South end that provide physical links to the new Quinte Sports & Wellness Centre which was completed in 2012, and the Wally Dever Arena, to form an integrated sports and recreation facility.

In September, the City of Belleville asked A49 to tour the Yardmen Arena and provide their opinion on the anticipated costs to upgrade the facility by increasing the seating capacity to approximately 4300 seats and make the venue more functional for concerts and other events. Our evaluation was independent of any previous studies that may have been undertaken over the years.

## PROGRAM & SCOPE OF WORK

Following is a list summarizing the major components of the addition/renovation Scope of Work:

### Ground Floor Level

1. Expand arena at North end and add new tiered seating section to increase hockey seating capacity to approximately 4400 overall. (Existing is 3217.)
2. Add approximately 1200 new seats, replace 200 existing seats with new and maintain approximately 3000 existing fixed seats (green colour).
3. Add new North-East entrance with new elevator, ground floor public washrooms and a Staff Change Room.
4. Add new secondary entrance/exit at North-West corner of building as well as new washrooms.
5. Replace existing Olympic size rink (100' x 200') with a new NHL size rink (85' x 200') to NHL standards.
6. Replace existing refrigeration equipment and provide new buried header trench to new rink.
7. Replace existing dasher boards, glazing and netting with new to NHL standards.
8. Provide new Premium seating (padded back, cup holder, 21" width, extra leg room) around the rink boards and in areas reclaimed by the narrower NHL rink.
9. Provide Back-of-House under bleachers for Zamboni Area with snow-melt pit and Storage Area, Referees Room and Staff Room and Change Room.

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10. Expand and renovate West side of building for new Home Team Dressing Room of approximately 9,130 SF. FF&E by Tenant.
11. Provide washers and dryers in Home Team Laundry Room.
12. Renovate existing Dressing Rooms #1 and #2 and connect with overhead door for approximately 1,100 SF Visitor Team Dressing Room.
13. Renovate existing N-E corner rooms for Visitor Team Coaches Office/Change Room, Fitness Room, Storage, and Medical Room. FF&E by Tenant.
14. Delete existing elevator and upgrade existing South entrance area for wider public entrance.
15. Upgrade narrow Mezzanine between Ground and Second Level at South end, for proposed new premium seating (part of seat count).
16. Carry an allowance for Asbestos Abatement that may be found in concealed areas

#### **Second Floor Level**

17. Add 2 Private Suites at the South end of the building, overlooking the rink, and one large (1) VIP Suite.
18. Add new washrooms, concessions and circulation at expanded areas in the N-E and N-W corners of the building to accommodate added seating.
19. Provide new Concession and Storage rooms at existing South entrance concourse for fit-up by Tenant.
20. Upgrade 2nd floor South entrance from existing Quinte Sports & Wellness Centre.
21. Provide enclosed space and M&E rough-ins for VIP Lounge area and washrooms in the existing Wally Dever Arena to be fit-up by Tenant.
22. Provide new Commercial Kitchen and Storage rooms in the existing Wally Dever Arena to be fit-up by the Tenant.
23. Repaint the exposed steel structure and block walls generally throughout the facility.

#### **Third Floor Level**

24. Add elevator and new platform at North-East corner of building to serve East seating.
25. Add new accessible seating platform at North end with continuous connection to existing East and West seating tiers.
26. Relocate Press Box to the East side of the rink for access from new elevator. Press Box to meet accessibility requirements.
27. Provide a new centre hung score clock and associated steel and electrical.
28. Upgrade and extend existing sound system to accommodate larger arena bowl

#### **Site Works**

29. Reconfigure parking drive aisles on the West and North sides of the building, relocate some light standards, re-paint parking lines as required.
30. Relocate below grade services under the addition areas as required.

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## CONSULTING SERVICES

Provide prime consulting services to the City of Belleville for an addition and renovations to Yardmen Arena including specialty consulting services.

### Basic Services

- Architectural, Planning (Permits), Facility Programming
- Interior Design
- Structural Engineering
- Mechanical Engineering (HVAC & Plumbing)
- Electrical Engineering including IT
- Landscaping
- Civil Engineering
- Specifications

### Specialty Consulting

- Building Code & Life Safety
- Cost Consulting

## DELIVERABLES SUMMARY

### 1. Concept Design

- 1.1. Detailed Facility Program and area calculations.
- 1.2. M&E Building Systems Analysis and Report.
- 1.3. Conceptual floor plans that illustrate proposed scope of work and planning concept.
- 1.4. Building section massing diagrams explaining the program stacking.
- 1.5. Preliminary seating layouts and count.
- 1.6. Preliminary exterior elevations.
- 1.7. Preliminary 3-D massing study.
- 1.8. Preliminary A/S/M/E systems outline specifications.
- 1.9. Site plan with new parking drive aisle configuration.
- 1.10. Preliminary order of magnitude cost estimate.
- 1.11. Attend design meetings with the Client.
- 1.12. Review applicable statutes, regulations, codes and by-laws that will affect the project, and if necessary, review with the Authorities Having Jurisdiction (AHJ).

### 2. Design Development

- 2.1. Detailed Facility Program and area calculations.
- 2.2. Update Facility Program and Area Calculations.
- 2.3. Detailed floor plans with structural framing system (columns & beams).
- 2.4. Coordinated reflected ceiling plans with lighting and mechanical layouts.



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- 2.5. Detailed building sections with structural and mechanical systems integrated.
- 2.6. Final exterior elevations.
- 2.7. Exterior wall sections at new addition areas.
- 2.8. Exterior renderings and 3-D images.
- 2.9. Final A/S/M/E systems design.
- 2.10. Updated cost estimate for client sign-off.

### **3. Construction Documents (Tender Ready)**

- 3.1. Demolition drawings.
- 3.2. Detailed floor plans with structural framing system (columns & beams).
- 3.3. Coordinated reflected ceiling plans with lighting and mechanical layouts.
- 3.4. Detailed building sections with structural and mechanical systems integrated.
- 3.5. Detailed exterior elevations.
- 3.6. Exterior wall sections at new addition areas.
- 3.7. Exterior renderings and 3-D images.
- 3.8. Detailed A/S/M/E/L specifications.
- 3.9. Final cost estimate before tendering.
- 3.10. Building Permit submission.

### **4. Tender & Award**

- 4.1. Demolition drawings.
- 4.2. Complete A/S/M/E/L Tender documents for issuance by Construction Manager.
- 4.3. Participation in project showings to approved short listed bidders.
- 4.4. Respond to Contractor questions.
- 4.5. Review of Tender prices and participation in sub-contractor scope confirmation meetings.

### **5. Construction & Contract Administration**

- 5.1. Bi-weekly Site Reviews and Reports
- 5.2. Review of Contractor's Monthly Progress Draw Requests
- 5.3. Shop Drawing reviews.
- 5.4. Preparation of Site Instructions, Contemplated Change Notices, Change Orders
- 5.5. Record Drawings at project completion based on contractor as-built drawings.
- 5.6. Building Permit sign-off letters.

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**PRELIMINARY PROJECT SCHEDULE**

**Completed to date:**

- Dec 4, 2015; Tour of Yardmen Arena and scope discussion.
- Dec 2015 – Jan 2016; Preliminary Concept Drawings and Order of Magnitude Cost Estimate
- Jan – Mar 2016; On-going adjustments to scope and discussions.
- March 30, 2016; AHL team scope discussion.
- April 04, 2016; AHL team requirements update.

**Going forward:**

- April– May 2016; Concept Design completion.
- May – June 2016; Design Development
- July - Nov 2016; Construction Documents
- July 2016; Retain Construction Manager
- August 2016; Start Tendering Process (Sequential Tenders)
- September 2016; Construction Start
- October 2017; Construction Completion.

**FEE PROPOSAL**

The following fee is a fixed/lump sum based on an estimated hard Construction Budget of \$16M. Should the construction cost increase at the City's direction, the fee should be adjusted accordingly

<b>Fee Breakdown</b>	<b>% of Fee</b>	<b>Fee</b>	<b>Note</b>
Concept Design, Facility Programming & Building Investigation	7.2%	\$95,000	Class C Estimate
Design Development incl. Exterior Renderings	16%	\$210,500	Class B Estimate
Construction Documents (Tender Ready)	47.8%	\$628,500	Class A Estimate
Tender and Award	3%	\$39,000	
Contract Administration	26%	\$342,000	
Expenses & Disbursements incl. Travel		\$35,000	
<b>Total Fee (Excluding HST)</b>	<b>100%</b>	<b>\$1,350,000</b>	

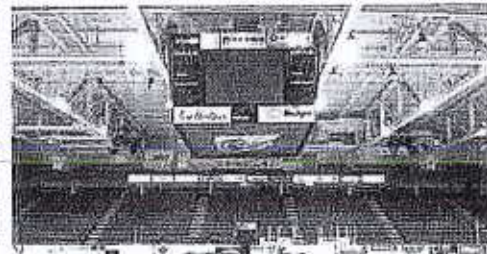
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**EXCLUSIONS:**

- HST
- Construction Manager fee and services
- Food Service consulting and kitchen fit-up
- FF&E
- Acoustic engineering
- Parking expansion
- Additional program spaces not noted above under Program & Scope of Work
- Renovations to other areas of the building not noted above
- Hazardous substances and abatement
- Building Permit and Site Development fees
- Additional site attendance at Client request, over and above industry standards
- Full-time construction supervision / clerk of the works
- Cost estimating services and Value Engineering exercises

**KEY STAFF & HOURLY RATES**

Name	Firm	Title	Hourly Rate
Albert Paquette	A49	Principal, Sports Sector Leader	\$225
Matthew Delean	A49	Principal	\$200
Val Rogojine	A49	Project Manager	\$150
Natalia Ferdman	WSP	Senior Structural Engineer	\$225
Jim Mills	WSP	Senior Mechanical Engineer	\$225
Derek Rutherford	WSP	Senior Electrical Engineer	\$225
Code consultant	LRI	Senior Engineer	\$185



Yardmen Arena