

Request for Decision

**United Townships of Head, Clara & Maria
Municipal Council**

Type of Decision									
Meeting Date	Friday, March 8, 2013				Report Date	Wednesday, March-06-13			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	x	Information Only			Type of Meeting	X	Open		Closed
REPORT TITLE									
Review of Design Firm Proposals Report #08/03/13/1101									

Subject: To select a Designer for the Community Infrastructure Improvement Fund.

RECOMMENDATION: Council provide direction in selection of designer as well as set a time for a preliminary meeting and attendees so that once the Senior New Horizons Fund status is made known we will be able to proceed with little notice.

WHEREAS Council is required to obtain a designer for plans for hall expansion;

THEREFORE BE IT RESOLVED THAT providing all reference checks are positive that the Council of the United Townships of Head, Clara & Maria does hereby agree to accept the proposal of _____ for design services;

BACKGROUND/EXECUTIVE SUMMARY: To clarify statements made at the last meeting...

Back in 2012 it was stated at a meeting that the Municipality could accept the funding and return it if they later decided not to proceed. I would think that should Council obtain additional information which would significantly change what they understand at this point, it could still reverse its decision my unanimous vote.

It is staff understanding that the statement concerning whether or not to proceed was as a result of questions about cost and funding. It has since been determined and proved that there are funds existing to proceed with the expansion without raising taxes. The budget for 2013 was passed considering and authorizing this project.

During the meeting of January 14, 2013 Council passed both resolutions contained in reports "CIIF Funding Report #11/01/13/1101" and "CIIF Project Report #11/01/13/1102" authorizing the entering into the contractual agreement with the province and proceeding with obtaining designers and contractors. The report and resolution clearly stated that "Council deems it viable and necessary to proceed with the expansion project". At this point the decision was made by Council to proceed.

Section 24.6 of the Procedure By-law states:
 "24.6. A previously considered matter may not be reconsidered by Council more than two times in a calendar year. Decisions which contractually bind the Township shall not be reconsidered. The motion to reconsider may only be moved by a member on the prevailing side of the previous decision."

New Information

Robert Labre has contacted both of the firms who originally submitted proposals and has discussed requirements with them. He has also contacted members of the local Building Official's Association to obtain additional information and advice. We may not have it in time for Friday's meeting and may have to defer this decision yet again. I will provide via email prior to the meeting if I receive his recommendation on time.

We have yet to receive confirmation of the kitchen renovation project under the Seniors New Horizon Fund. It must be remembered that the kitchen project was to simply extend the room to the east by 8 feet and to include new commercial grade appliances.

Even though we do not have that decision yet, we need to obtain designers and volunteers to help with planning so that once we are made aware of the status of this grant we will be ready to move forward on short notice.

From Councillor Grills...

"Morris Thuemen Quote - projects shown on website are well known to me (and beautifully executed) but are also of a scope far beyond our needs - any structural, mechanical or electrical engineering expertise required will be contracted out.

Jp2g Quote - opening paragraph indicates to me that we will still have to hire Morris Thuemen for the architectural portion of the design. Jp2g is structure, mechanical and electrical design only." Councillor Grills

Councillor Gibson's email is attached.

Options/Discussion:

Staff is looking for input in the selection of the designer and a time where most members of Council are available.

What are Council's main requirements with the expansion?
What design aspects/features does Council most wish to see?

Financial Considerations/Budget Impact: We have budgeted \$5,000 for the design process with \$7,500 as a contingency. Council has also delayed allocating a surplus of \$14,500 pending final costs of this project. It may be allocated to design if required as well.

Policy Impact: - according to policy. The two original proposals are included for your review. Jp2g has submitted an amended document for consideration. Bob's comments are included as well.

Other's consulted: Robert Labre, CBO; Councillor Gibson has provided an email for input; Councillor Grills has provided comments via email.

Approved and Recommended by the Clerk	
Melinda Reith, Municipal Clerk	<i>Melinda Reith</i>

Melinda Reith - Head, Clara, Maria

From: "Jim & Marlene Gibson" <jimmarlene.gibson@gmail.com>
Date: March-05-13 10:20 AM
To: "Melinda Reith" <twpshcm@xplornet.com>; "Doug Antler" <doug.antler@antlerslodge.ca>; "Tammy Stewart" <tlstewart1@live.com>; "Bob Reid" <robbie1_400@hotmail.com>; "Deborah Grills" <debbi.grills@gmail.com>
Subject: Hall expansion

Hi Melinda,

I was reviewing the two quotations we had from JP2G and Morrithueman and have a few questions and suggestions.

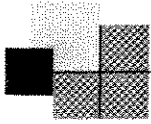
We need to determine whether or not we need both engineering and architectural drawings. At first blush it would seem that we do. We also need to know about the kitchen grant before we start to get into too many detailed discussions of the hall expansion.

I think we can choose the people from the Community service groups and Council to serve as "customer consultants" or "hall expansion committee" members at Friday's meeting. Anyone serving in that capacity should have extensive experience in working a variety of events at the hall. I would suggest Linda Chartrand from CWL, Marlene Gibson from the Library board, and Todd Dowser from Missing Link. All these people are Community minded and attend or volunteer at most of the cross section of Community events. Doug and I could wear two hats (Councillor and Missing Link) but I think it would be better if we just wore our Councillor hat. One group we are forgetting about is the exercise groups. I'm not familiar enough with these activities to suggest a name.

We should make use of our excellent staff resource of Robert Labre and if he's willing to step above his duties as CBO and help us in any way, he should be compensated. He is in the best position to determine what drawings we need.

Food for thought for Friday's meeting.

Jim



March 5, 2013

Township of Head, Clara & Maria
15 Township Hall Road
Stonecliffe, Ontario
K0J 2K0

Attention: Melinda Reith / Municipal Clerk, CAO

**RE: Request for Quote
Townships of Head, Clara and Maria
Community Hall Addition**

Dear Ms. Reith:

Thank you for considering our firm to provide design services for renovations to the existing Community Hall Facility for a 1025 s.f. addition. With respect to the architectural design, we have reviewed the requirements of the Ontario Building Code for the architectural portion of this project with Mr. Robert Labre / Building Official and as agreed, due to the size of the proposed addition, our firm would be able to complete the architectural drawings.

We have therefore revised our quote to include the architectural design services. Our fee is based on the conceptual design drawing provided and outline of scope of work referred to in the funding application.

We propose to provide the following design services:

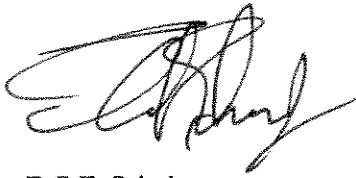
Consultant Design Services:

1. Prepare architectural drawings for building addition.
2. Prepare structural design drawings for proposed addition.
3. Prepare a complete set of design drawings for structural, mechanical and electrical.
4. Prepare standard specifications for various construction elements for use by Contractor, design notes and specifications to be incorporated on the drawings.
5. Meet with Owner to review and finalize design, incorporate changes as per review meeting with Owner, estimate two meetings
6. Provide monthly site inspections and reports during construction period, estimate three months.

Our Fee to provide the above noted consultant services is **\$16,900.00 + H.S.T.** plus disbursements i.e: application approval fees, travel, printing, long distance calls and faxes would be provided at cost as incurred plus H.S.T.

We trust that this proposal meets with your approval. If you have any further questions, please contact the undersigned.

Yours very truly,
Jp2g Consultants Inc.
Engineers • Planners • Project Managers

A handwritten signature in black ink, appearing to read 'E.G.F. Schulz', written in a cursive style.

E.G.F. Schulz
Manager of Special Projects

CONDITIONS OF ASSIGNMENT

The following conditions apply to this agreement

CONSULTANT'S SERVICES

- 1.1. The Consultant will provide consulting engineering services in accordance with the terms of our proposal and applicable codes, for the scope of services described.
- 1.2. The Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf and as agent on behalf of its employees and principals.

FEES

- 2.1. Services in this agreement will be performed for the agreed fee. Additional service agreed to by the Client shall be provided for a fee agreed to in accordance with Jp2g's hourly fee schedule in effect at that time. Fees indicated do not include HST. HST will be added.
- 2.2. Invoices will be issued for work completed and are due upon presentation. Overdue accounts are subject to interest charges after 30 days from invoice date in the amount of 1% monthly or 12% annually calculated on the outstanding balance. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- 2.3. If the project is abandoned or delayed for any reason by the Client, the Client shall pay for services rendered to that date on a percent complete basis.
- 2.4. If the Consultant must make any changes in completed work for any part of the Project for reasons which he does not control, or if the Consultant is put to extra work, cost or expense by reason of any act or matter which he does not control, the Client shall pay to the Consultant a fee for such changes or extra work calculated on a time basis; provided that prior to the commencement of such changes or extra work the Consultant shall notify the Client in writing of his intentions to make such changes or to carry out such extra work and that the Consultant shall keep separate cost records in respect to such changes or extra work.

CLIENT'S RESPONSIBILITY

- 3.1. The Client will make available all relevant information or data pertinent to the Project which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.
- 3.2. The Client will give prompt consideration to all requests or documents relating to the Project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the Project site as necessary to enable the Consultant to perform his Services.
- 3.3. The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

LIABILITY

- 4.1. The Consultant's liability to the Client in Contract and Tort is limited to the amount available through the Consultant's professional liability insurance coverage.
- 4.2. No party other than the client shall rely on the Consultant's work without the express written consent of the Consultant.
- 4.3. The Client expressly agrees that the individuals engaged by the Consultant shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the individuals in their personal capacity.