

30. Re: Central Park Branch Library - Burnaby Centre
Client - Architect Agreement

Council on November 19, 1973 authorized the calling of tenders for interior finishing of the subject Library facility on the basis of an accepted design by the architectural firm of Keith-King and Freschi.

Terms of the proposed Architect's Agreement are as follows:

1. The Architects are John William Keith-King and Bruno Basilio Freschi.
2. The Cost of Work as of November 30, 1973 is \$163,663.82. If the Municipality does not approve the drawings and specifications and make them available to the Architects so that tenders can be received by the Municipality by November 30, 1973, then the Cost of Work is to be increased by 3/4 of 1% per month for each month or part thereof until tenders are received, providing however that the Cost of Work is not to be increased if the Municipality is not able to approve the drawings and specifications because of a delay in producing same by the Architects.
3. The fee for the Architect is 6%. The Architect also passes on one-half of the cost of special consultants. The Mechanical sub consultant's fee is 7% and the Electrical sub consultant's fee is 6.5%. We will pay 50% of these fees which are based on the appropriate portion of the work.
4. If the lowest tender received for the Work exceeds the cost of the Work by 5% or more, the Municipality may request the Architect to revise and redesign the drawings and specifications to bring the cost of constructing the Work within the Cost of the Work, and the Architect is to revise and redesign the drawings and specifications at his own cost and expense and to the entire satisfaction of the Municipality.
5. If the Municipality accepts a tender to construct the Work in excess of the sum of \$163,663.82 and awards a construction contract accordingly, the fees payable to the Architect are to be based upon the accepted tender Cost.
6. The Architect is to produce the usual 25 copies of working drawings and specifications and detailed drawings.
7. Payment of the Architect is 20% of his fee upon completion of the preliminary studies and upon completion of approximately 75% of the working drawings and specifications, a further sum to increase payments on the fee to 50% of the fee. Upon completion of working drawings and specifications to a point where they might be submitted for tender, the Architect is to be paid a sum sufficient to increase payment on the fee to 70% of the fee.
8. There is a termination clause in the Agreement and there is a clause covering strikes, walk-outs and acts of God.
9. There are the usual clauses in the standard Client-Architect Agreement form issued by the Royal Architectural Institute of Canada and which we customarily have been using.

The Library Board at its meeting of December 13, 1973 passed the following motion:

"THAT the Library Board approve the Agreement between the Corporation of Burnaby and Keith-King & Freschi, Architects, for work on Central Park Branch Library as presented by the Chief Building Inspector in his letter dated 12 December 1973."

The letter referred to in the Library Board's motion contains the terms of the Agreement which have been summarized for Council in this report.

RECOMMENDATION:

THAT authority be granted to execute the Client-Architect Agreement with Keith-King and Freschi, Architects.