

ITEM 20

MANAGER'S REPORT NO. 47

COUNCIL MEETING June 25/73

20. Re: Municipal Hall Extension
Client - Architect Agreement

When this subject was last discussed with Council on April 9, 1973 in Report Item No. 23, the preliminary sketch plans were accepted as presented for the Municipal Hall Extension and the Architect was authorized to proceed with the preparation of the working drawings and specifications for this building. We now must formally enter a Client - Architect Agreement and, in order to do that, we must arrive at a Cost of Work for the Agreement.

On April 9, 1973, Council was advised that costs would go up probably at the rate of 3/4 of 1% per month for any delays and that at that point in time we were approximately 3 months behind our proposed schedule. We now feel that we should add another month delay purposely so as to give us the best time for tender call as far as the market is concerned. Our present proposal is to call tenders for this work on September 4, 1973. The Architect's estimate for the contract cost of the work provided in May 1973 was \$1,146,039, excluding his fees, furnishings, contingency, etc. The total project was estimated to cost \$1,304,522.

In preparing the working drawings and going into detail, certain adjustments must be made to the Cost of Work. The adjustments are primarily:

- for a room for telephone equipment. The present equipment in the Municipal Hall is not efficient or as effective as it could be and we would like to change to a Centrex System for direct dialling to the various Departments. We cannot convert a room in the Municipal Hall for this purpose and the most economic approach to the problem is to put a room for the equipment in the Municipal Hall Extension and still operate our switchboard out of the Municipal Hall. The physical space requirements for an improved overall telephone system for the Municipal administration were not available at the time the building design was being developed. The master telephone system will have the capability of servicing all buildings presently on the site and all future buildings.
- The soil tests require that the footing design be revised with some footings enlarged and deepened. This has involved extra cost over the original estimate.
- These changes along with others will cost an estimated \$31,770. The inflationary costs will add an estimated \$35,334, which means that the estimated Cost of Work for the Architect's Agreement should be \$1,213,143.

In summary, the terms in the 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 September 30, 1973 is \$1,213,143. 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 September 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 Municipality is not able to approve the drawings and specifications because of a delay in producing same by the Architects.

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- (3) The fee for the Architect is 8% and is inclusive of all consulting services.
- (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 \$1,213,143 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 working drawings are not yet complete and when they are they will be submitted to the Municipal Council for approval. In the meantime, we would like authority to execute the Client-Architect Agreement which is normally executed after we have determined an accurate Cost of the Work to be included in the Agreement because of the 5% controlled leeway cost factor that we include in our Architect's Agreements.

RECOMMENDATION:

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