

Robertson Martin Architects Inc.
216 Pretoria Avenue
Nepean, ON K1S 1X2

October 30, 2017
Proposal No. P18_029

Attn: James Maddigan

**Re: Maison De L'ile, Hawkesbury, Ontario
Masonry Restoration – North wall Pilot project**

Dear Mr. Maddigan,

Thank you for the opportunity of submitting a proposal on this project. If it is accepted, we will make every effort to work with the team to bring the project to a prompt and successful completion.

General:

This proposal is based on the request to provide engineering services for the masonry rehabilitation pilot project for the north wall of the building, as per the email from the owner on October 25, 2017. It is understood that this work is to be expedited due to weather and other considerations.

The pilot project scope of work would involve the masonry rehabilitation of the north wall, as follows:

- **Wall Section A:** At this section of north wall from the east of the existing door opening to the corner, this area of wall would be where we'd vacuum out the core of the wall to remove all loose sand material and grout the core. We would determine how feasible the grouting would be, mainly by seeing how much grout comes through the backside of the wall. If minimal grout comes through the wall, this solution could be feasible for the remainder of the walls of the building, where plaster covers the wall on the interior.
- **Wall Section B:** At this section of north wall, from the west of the existing door opening to the west end of the adjacent window, this area would be where we'd dismantle the exterior wythe of the wall, consolidate the core, and rebuild the exterior wythe.
- **Remaining length of north wall:** this wall would complete with whatever solution is the most feasible from Section A and B.

John G. Cooke & Associates Ltd. (JCAL) would provide the following services as it relates to the above scope of work:

Item 1: provide bid documents for the rehabilitation of the north wall, this would include minimal specifications and scope of work indicated off of photographs on a drawing.

Item 2: attend job showing, answer any contractor questions.

Item 3: provide routine construction review services, based on an 8 week construction schedule. This would include, startup meeting, regular site reviews, construction review reports, meeting minutes, CCN and CO contractual changes.

Item 4: Provide input for the maintenance manual being prepared by RMA.

Our work will be carried out in accordance with the current P.E.O. Performance Standards.

Fees:

Our fees for the services described above are:

Item 1:	\$ 4,000.00
Item 2:	\$ 1,500.00
Item 3*:	\$ 12,000.00
Item 4:	<u>\$ 2,000.00</u>
TOTAL	\$ 19,500.00

*based on 8 site reviews over an 8wk construction schedule, plus one start-up meeting and one closeout meeting. More or less site revisits can be credited/added at \$1,000.00/visit.

It is also recommended that Independent mortar testing be complete during this project, we propose two tests, which would cost roughly \$1,600.00. The testing company would be hired directly by the owner. We could facilitate the contact between the testing company and the owner.

Additional work not described above can be completed and charged as per our per diem rates listed below.

Reimbursable Expenses:

Reimbursable expenses are not included in the fees for the performance of services. They will include actual expenditures by John G. Cooke & Associates Ltd. for travel, parking, reproduction of documents and delivery charges. The reimbursable expenses will be charged at cost.

Per Diem Rates:

Principal/Senior Engineer	\$ 220.00/hour
Senior Project Engineer	\$ 155.00/hour
Project Engineer	\$ 110.00/hour
Junior Engineer	\$ 80.00/hour
Draftsperson/Technologist	\$ 80.00/hour

Terms and Conditions:

ACCESS TO SITE: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to the activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

STANDARD OF CARE: The Consultant Engineer will provide the Services in accordance with this Agreement and with the degree of care, skill, and diligence normally provided by Consultant Engineers in the performance of comparable services in respect of projects of a similar nature to that contemplated by this Agreement.

CONSTRUCTION SERVICES: The Consultant will visit the Place of the Work at such intervals as the Consultant, in the Consultant's judgment, considers to be appropriate relative to the progress of construction in order to enable the Consultant to assess whether the Contractor is carrying out the Work in general conformity with the Consultant Engineering Documents. Only Work which the Consultant has reviewed during the construction will be considered to have been assessed. Should the Consultant comment on parts of the Work which the Consultant has not reviewed, the comments of the Consultant must be construed as being assumptions only and must not be relied upon unless the Client notifies the Consultant to review, and the Consultant reviews, the parts of the Work in question. The Consultant is not responsible for performance of the Construction Contract. The Contractor is solely responsible for the execution, quality, schedule and cost of the Work.

CHANGE IN SCOPE OF SERVICES: Any change to the Services listed in the section titled SCOPE OF SERVICES will be made by written order signed by both parties identifying the change plus adjustments, if any, to the Consultant's Fees and Reimbursable Expenses and time for completion of the Services.

COST ESTIMATION: The parties acknowledge that an estimate of probable Construction Cost and an estimate of Construction Contract Time provided by the Consultant are subject to change and are contingent upon factors, including market forces, over which the Consultant has no control. The Consultant does not guarantee the accuracy of such estimates nor does the Consultant represent that bids, negotiated prices or the time for performance will not vary from such estimates. More definitive estimates regarding costs and time for performance may be assessed only when bids and negotiated prices are received for the Work.

ACCURACY OF INFORMATION: The Consultant is entitled to rely upon the accuracy and completeness of information and data furnished by the Client, including information and data originating from a Consultant of the Client, whether such Consultant is engaged at the request of the Consultant, the Client or otherwise. The Consultant is entitled to rely upon the accuracy and completeness of records, information, data and specifications furnished by: (a) government authorities and public utilities; and (b) by manufacturers and suppliers of equipment, material or supplies. Should such records, information, data, and specifications prove to be erroneous or inaccurate, the Consultant is entitled to make the necessary changes to the Contract Documents at the expense of the Client.

INDEMNIFICATIONS: (1) The Owner agrees to hold harmless and indemnify the Consultant (the Firm) for and against all claims, damages awards and costs of defense arising out of delays in the Consultant's performance resulting from events beyond the Consultant's control. (2) Job-site safety conditions, and construction means and methods, are the sole responsibility of the Contractor, the Client agrees to hold harmless and indemnify the Consultant for and against all claims, damages, awards and costs of defense arising out of claims related to job-site safety and construction means and methods. (3) The Client agrees to stipulate within the Contract Documents that the Contractor (or Client) shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Client's agents, and the Consultant as additional insureds.

RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$2,000,000.00. Such causes include, but are not limited to the Firm's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

CERTIFICATION, GUARANTEES AND WARRANTIES: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any condition.

TERMINATION: (1) This agreement between Client and Consultant may be terminated by either party upon (7) seven days written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party. (2) If this agreement is terminated during the course of performance of the work, the Consultant shall be paid the reasonable value of the services performed during the period prior to the effective date of termination of the agreement. (3) In the event of termination, the Consultant shall be paid all termination expenses resulting therefrom. (4) If, prior to termination of this agreement, any work designed or specified by the Consultant during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Client, the Consultant shall be paid for such services performed prior to receipt of such notice.

BILLINGS/PAYMENTS: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of 1.5% per month on the unpaid balance. If the account remains unpaid in full, ninety (90) days after initial billing, the Client shall be responsible for all costs of collection including reasonable attorney's fees.

OWNERSHIP OF DOCUMENTS: All documents produced by the Firm under this agreement shall remain the property of the Firm, regardless of whether the Work was complete or not, and may not be used by the client for any other endeavor without the written consent of the Firm.

MEDIATION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

CORPORATE PROTECTION: It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not be subject to the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Limited corporation, and not against any of the Consultant's individual employees, officers or directors.

WAIVER FOR CONSEQUENTIAL DAMAGES: Neither the Firm nor the Client can be held responsible for any indirect expenses (e.g., loss of profit) that are remotely connected to the Firm's or client's alleged failures.

The above fees do not include the Harmonized Sales Tax (HST), which will be added on each billing.

Payment of all fees to John G. Cooke & Associates Ltd. shall be a condition precedent to use of the documents prepared by John G. Cooke & Associates Ltd.

We are prepared to start on the project immediately.

Thank you for considering our firm for this project. Please contact me if you have any questions.

Yours sincerely,
JOHN G. COOKE & ASSOCIATES LTD.



Lisa Nicol, P.Eng.
Partner

Accepted By:

(Client's Authorized Representative)

_____ Date _____

(Title)