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Sent by EMAIL

Erik Hanson
Heritage Resources Coordinator
City of Peterborough
500 George St. N Peterborough, ON, K9H 3R9
Phone: 705-742-7777 ext. 1489
Email: ehanson@peterborough.ca

RE: HERITAGE ADJACENCY WORKSHOP - CITY OF
PETERBOROUGH (ERA'S PROJECT NO. 16-235-01)

HERITAGE ARCHITECTURAL CONSULTANT SERVICES
PROPOSAL FOR FEES AND SERVICES

Dear Erik,

Thank you for contacting us about this project. We are pleased to submit our proposal to provide heritage architectural consultant services for the proposed Heritage Adjacency Workshop for Peterborough's Heritage Committee.

Based on our discussions, this workshop will include our involvement in a private session with the heritage committee to introduce the topic of legislation around heritage adjacencies, and lead a discussion of considerations to include in developing such guidelines. Following this introduction, we would convene a working session with the committee to help develop guidelines appropriate for Peterborough and the adjacency applications commonly received.

We would be pleased to undertake this work and have described our proposed scope of services and fees below.

SCOPE OF SERVICES

As heritage consultants we will strive to protect the value, significance and integrity of the heritage assets of the site by contributing well developed heritage architectural practices and procedures into the overall design process. Our work will be carried out in accordance with the "Standards and Guidelines for the Conservation of Historic Places in Canada" published by Parks Canada, and with the "Heritage Tool Kit" published by the Ontario Ministry of Culture.

Our proposed scope of services will include the following key tasks:

Heritage Adjacency Workshop

We propose to meet with the heritage committee during a private session to introduce the topic of heritage adjacency legislation. We would provide an overview of typical considerations to be included in the evaluation of adjacency applications, including massing, shadowing, views, and Cultural Heritage Landscapes. Following this initial introduction, we would lead a working session that would help the committee develop Peterborough-specific guidelines to evaluate current and future adjacency applications. This workshop will be lead by Lindsay Reid (architect and heritage planner) and Julie Tyndorf (land use planner) of ERA.

Our work to prepare and lead this workshop would include:

- Review of current and anticipated adjacency applications, including residential, downtown and rural contexts;
- Preparation of materials for workshop, including handouts and photo-illustrations, as appropriate, describing general heritage consideration and possible approaches, considerations and opportunities appropriate to the Peterborough context;
- Scheduling and coordination of workshop in consultation with Peterborough Heritage staff;
- Leading the workshop and subsequent working session with the heritage committee in a collaborative manner to identify challenges and any perceived roadblocks in the further development of adjacency guidelines or legislation.

Should additional meetings or consultation be required following the workshop, we would be happy to undertake this work based on our hourly rates, as outlined below.

P R O J E C T T E A M

Principal	Edwin Rowse	edwinr@eraarch.ca
Associate	Lindsay Reid	lindsayr@eraarch.ca
Associate	Julie Tyndorf	juliet@eraarch.ca

This team will be assisted by other office staff, as necessary, who are qualified architects and planners with heritage experience.

S C H E D U L E

We are available to begin work within two weeks of receiving written approval to proceed.

E X C L U S I O N S

Our proposal does not include the provision of the following:

- Meetings beyond those outlined in our scope of services will be billed at our Hourly Rates.

F E E S A N D E X P E N S E S

Our proposed fee to complete the scope of work outlined above is as follows:

Professional Fees

Heritage Adjacency Workshop	\$ 2,250
Subtotal Fees	\$600
General Expenses Allowance (estimate)	<u>\$250</u>
Subtotal	\$2,500
HST (13%)	<u>\$325</u>
TOTAL	<u><u>\$2,825</u></u>

E X T R A S E R V I C E S

Extra Services, which ERA may be instructed to undertake beyond the scope outlined above, will be charged at the Hourly Rates outlined below. An Extra Services Work Order (ESWO) with a detailed fee breakdown will be submitted to the Client for approval for any extra services.

ERA's Hourly Rates:

Principal (Edwin Rowse)	\$250/ hour
Associate (Lindsay Reid/Julie Tyndorf)	\$120/ hour
Professional Staff	\$ 85/ hour
Student	\$ 65/ hour

R E I M B U R S A B L E E X P E N S E S

Reimbursable expenses will be charged in addition to fees, at cost plus 10%, against the upset expense allowance included within our proposal. The allowance is an estimate, based on our experience and the perceived needs of the project. We reserve the right to submit a proposal for additional expenses for client approval, if required. Reimbursable expenses may include but are not limited to:

- Transportation
- Courier and delivery charges
- Printing and photocopying
- Renderings, models, and mock-ups
- Fees for permits, licenses or approvals

I N S U R A N C E

ERA carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the Client at all times, upon request. The current limit of our Professional Liability insurance is \$2,000,000 per claim, and \$4,000,000 per project. The limit of our Commercial General Liability Insurance is \$5,000,000.

GENERAL TERMS AND CONDITIONS

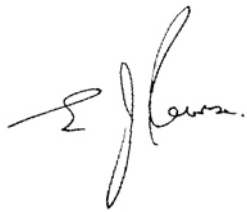
For our general terms and conditions please see the attached sheet.

FORM OF PROPOSAL

We trust our proposal is acceptable and look forward to hearing from you. We will be pleased to begin work on receipt of written approval. This letter may be used for signing back to us to indicate your acceptance of our proposal.

Please return the signed form to marko@eraarch.ca and lindsayr@eraarch.ca.

Sincerely,



Edwin Rowse, Principal
E.R.A. Architects Inc.



Lindsay Reid, Associate
E.R.A. Architects Inc.

Accepted by _____

Signed _____

Company _____

Date _____

Billing Contact Information

Name _____

Company _____

Address _____

Telephone _____

Email _____

GENERAL TERMS AND CONDITIONS

Copyright and Use of Documents

The Architect's Instruments of Service are the design, drawings, specifications and reports prepared by or on behalf of E.R.A Architects Inc. (ERA) or our consultants, including but not limited to plans, sketches, drawings, graphic representations and specifications, computer generated designs and materials.

Copyright for the Architect's instruments of service belongs to ERA. The Architect's instruments of service shall remain the property of ERA whether the project for which they are made is executed or not, and whether or not ERA has been paid for the services. The Architect's instrument of service may only be used 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 ERA. Their alteration by the Client or any other person is prohibited.

The Client's use of the Architect's instruments of service is contingent upon full payment to ERA for services rendered.

Consultants

A consultant is a person or entity engaged by the Client or ERA to provide services supplementary to ERA's services.

In instances when ERA is the prime consultant and the cost to retain a consultant is included in our proposal, the consultant's fees will be itemized in our invoices. In instances when the Client hires a consultant or specialist to undertake work which is not included in our proposal, then it is the Client's responsibility to manage this consultant or specialist's costs directly.

If a consultant or specialist is hired to undertake work which is not included in our proposal and ERA is required to coordinate this work, then our services to coordinate the work will be billed as an Additional Service.

Deposit

A deposit is a minimum amount payable under this agreement, accounted as a statement of credit on the Client's account, and will be credited against the final invoice.

Payment Terms

Invoices will be presented monthly. Interest will be payable at 1.5% per month (18% per annum) on all overdue accounts. ERA reserves the right to discontinue work if payment remains outstanding for more than 60 days from the initial billing date. ERA will not be liable for any loss, cost, damages, or expense incurred or anticipated to be incurred by the Client as a result of suspended service.

Schedule Delays

If, for reasons beyond the control of ERA, the schedule of the work is extended past the time frame quoted in our proposal, additional fees may be requested to cover extra time spent on the project caused by the delay. If the project becomes dormant for a period exceeding 3 months a start-up fee may be levied when the project is recommenced.

As-Built Drawings

Unless specifically defined as part of our services, the preparation of As-Built Drawings is an extra service.

Limit of Liability

The Client agrees that any and all claims, whether in contract or tort, which the Client has or hereafter may have against ERA in any way arising out of or related to ERA's duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to ERA 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 ERA shall cooperate with the Client to obtain such increased or special insurance at the Client's expense.

The Client acknowledges that either ERA or the Client may engage consultants on behalf of and for the benefit and convenience of the Client; and agrees that ERA shall not be liable to the Client, in contract or in tort, for the acts, omissions or errors of such consultants whether retained by ERA or the Client.

The Client shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former ERA employee, officer or director arising out of acts, omissions or errors of such person pursuant to this contract.

The Client agrees that ERA shall not be responsible in contract or in tort for any changes made to the design or the construction documents provided by ERA without our knowledge and approval.

Governing Law and Jurisdiction

The Architect and Client agree that this Contract will be governed by, and interpreted and enforced, in accordance with the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and each party irrevocably submits to the exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

Severability

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.