



October 12, 2017

Attn: **Mr. Anthony Barlow**
St. John the Divine Anglican Church
1611 Quadra Street
Victoria, BC V8W 2L5

**RE: St. John the Divine Lighting Upgrade
Proposal for Electrical Engineering Services**

Dear Mr. Barlow,

Thank you for contacting AES Engineering regarding the above noted project. We are pleased to provide our proposal for electrical engineering services.

PROJECT UNDERSTANDING

We understand the project consists of a review of the existing house lighting system and associated dimming controls as well as options for the inclusion of architectural feature lighting. The primary goals are to increase light levels for the various church services and reduce required maintenance of existing fixtures.

The scope of work can be broken down into the following items and associated options:

1. Review of existing lighting wiring to determine current condition and confirm if it is safe for reuse or if it requires replacement. It is understood that contractor costs associated with this review will be borne directly by the client.
2. Nave Lighting
Option 1: Replacement of existing theatrical type house lights with new LED flood style fixtures.
Option 2: Removal of existing theatrical type house lights and installation of new pendant type luminaires.
Option 3: Supplemental to either option above, the addition of architectural LED flood luminaires for up-lighting the nave ceiling.
3. North and South Aisle Lights
Option 1: Re-lamping of existing pendant fixtures with new LED sources.
Option 2: Supplemental to option 1, addition of architectural LED flood luminaires for up-lighting of aisle ceilings.



4. Replacement of existing dimming system for house, chapel and supplemental stage lighting.
5. Addition of gooseneck-style low-profile luminaires at choir seating. One fixture to be provided for every two seats.
6. Addition of switches for control of each zone of switching (circuit breakers are correctly being used).

ENGINEERING SERVICES

St. John the Divine Anglican Church retains AES to provide consulting and professional services as described generally in the Engineering Services section and AES agrees to provide these services to St. John the Divine Anglican Church.

- Prepare schematic design report including all scopes of work and associated cost estimates;
- Attend a schematic design meeting to review report and costs with project stakeholders;
- Provide design and working drawings and specifications for tendering and construction purposes for the selected scopes of work;
- Issue letters of professional assurance if required;
- Answer contractor questions during tender and issue addenda if required;
- Attend three (3) construction phase meetings, review construction progress, and issue reports. Meetings shall be allowed for initial construction, roughing review and final review;
- Review shop drawings, O&M manuals, contractor's testing and verification reports and contractor's record drawings.

DESIGN SERVICES

Our design services will include the following systems:

- Review of existing lighting wiring;
- Review of the existing house lighting fixtures and development of plan for replacement;
- Review of existing "non- theatrical" dimming system and development of plan for replacement;
- New controls for on/off switching of lighting zones.

ENGINEERING SERVICES NOT INCLUDED

The services provided and associated fees **do not** include the following:

- Preparation of more than one tender document;
- Preparation of record drawings;
- Upgrade of base building systems;
- Equipment procurement;
- Communications, security, and audio visual systems.



FEES

Due to the unknown construction scope of work, we recommend to provide a fee for the schematic design phase only for the development and determination of the final scope of work. Estimated contract documents, bidding and construction phase fees have been provided; however, these would need to be reviewed following the schematic design phase and resulting scope of work to carry forward.

For the design services described above, we propose the following fees:

Activity	Total Fee
Schematic Design Phase	\$ 3,360.00
Total Fee (not including GST)	\$ 3,360.00
Estimated Fees as Noted Above	
Contract Documents Phase	\$ 2,845.00
Bidding Phase	\$ 405.00
Construction Phase	\$ 1,625.00
Total Estimated Fees (not including GST, but including Schematic Design)	\$8,235.00

Note: Fees do not include structural engineering services if required. Fees would be estimated at \$1,500.00 to \$2,000.00.

ADDITIONAL SERVICES AND FEES

In addition to our base design services, we have the technical expertise and staffing availability to provide additional design services for: communication system design (including telephone, data, network systems, wireless, etc.), security system design (including CCTV, access control, intrusion detection, panic alarms, etc.), and audio visual systems (including monitors, speakers, displays, projectors, etc.). Should you choose to proceed with these services; fees will be provided upon request.

DISBURSEMENTS

Disbursements will be charged in addition to the fee at actual costs incurred plus a **10%** administration charge and GST. Disbursements to be charged include deliveries (courier) and document reproduction.

St. John the Divine Anglican Church may, during the course of the project, without invalidating this agreement, make changes in the scope of services to be provided by AES. Additional services, as requested, will be provided for an additional fee and the schedule will be changed as is reasonably necessary to allow for the changes in the scope of services.

HOURLY RATES

Hourly rates for personnel involved in the project will be as follows:

Project Role	Hourly Rate
Principal	\$198.00
Senior Associate	\$175.00
Associate	\$160.00
Project Manager	\$135.00
Engineer / Specialist	\$120.00



St. John the Divine Anglican Church

Senior Designer	\$100.00
Intermediate Designer	\$90.00
Designer	\$80.00
Drafting	\$70.00
Administration	\$65.00

**These rates may be subject to change annually*

PROFESSIONAL AND GENERAL LIABILITY INSURANCE

Our Professional Liability insurance policy is for \$5,000,000 limit of liability per claim and \$5,000,000 aggregate limit of liability per year. Our General Liability coverage is for \$5,000,000. Proof of coverage is available upon request.

GENERAL PROVISIONS

The terms of agreement for the provision of engineering services are set out in this proposal and in Engineering Services Agreement – Schedule 1b as appended to this proposal.

If St. John the Divine Anglican Church accepts AES Engineering’s offer to provide engineering services, then this proposal and Schedule 1b constitute the entire agreement between the parties respecting the project and no understandings or agreements, oral or otherwise, exist between parties except as expressly set out herein.

ACCEPTANCE OF PROPOSAL

St. John the Divine Anglican Church accepts AES’ offer to perform the services on the terms and conditions noted in this proposal and Schedule 1b by signing and returning a copy of this proposal to AES.

We thank you again for the opportunity to propose our services and we look forward to working with you.

Sincerely,

AES ENGINEERING LTD.

Per:

Jeff Halpenny, P.Eng. LEED® AP
Associate
JH/kb

Enclosures

Schedule 1b

Kindly return a signed copy of this fee proposal to AES as confirmation of acceptance of the above fees.

PRINT NAME

SIGNATURE

DATE

Engineering Services Agreement**General Provisions**

Neither party shall assign or subcontract the whole or any part of their obligations without the consent of the other, such consent shall not be unreasonably withheld.

This proposal, if accepted, shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Obligations of Client

The Client will assist AES Engineering by providing or making available all available and necessary information that the company will reasonably require to provide the services; the Client will examine all requests, reports or other documents presented by AES Engineering relating to the Services and promptly provide in writing decisions or general instructions pertaining thereto so as not to delay the provision of the Services.

Payment

The Client will pay AES Engineering the fees as described herein plus applicable taxes and duties including the Federal Goods and Services Tax ("GST"). In addition, the Client will pay for any additional services requested including, but not limited to, those identified as *Services Not Provided*. Any new tax(es) imposed by any federal, provincial or local government, including but not limited to value added, sales and business transfer taxes will be paid by the Client.

AES Engineering will submit a monthly invoice to the Client requesting payment for that portion of work actually performed to the date of invoice and the Client will pay the amount within 30 days of the receipt of the invoice. Accounts overdue by more than 30 days will be charged interest at a rate of 1 1/2% per month or 18% per annum from the due date until paid.

AES Engineering may, at its election, suspend services on this Project if any invoice(s) representing or exceeding one-third of the Project fee remains unpaid for more than 60 days.

Termination

AES Engineering may, without prejudice to any other right or remedy it might have, terminate this agreement if the Client is in breach of any obligation of this agreement or if the Client is insolvent or makes a general assignment for the benefit of creditors or if a receiver is appointed. Such termination operating from the date of notice by AES Engineering to the Client.

If AES Engineering is prevented from performing the services for a period of thirty days or more as the result of an event which is unavoidable and beyond the control of AES Engineering such as, but not limited to, an order of a court or other public authority, a labour dispute, a communication line failure, power failure or any other natural disaster or Act of God, then AES Engineering may, without prejudice to any other right or remedy it might have, terminate this agreement. Such termination operating from the date of notice AES Engineering to the Client.

If AES Engineering terminates this agreement under the conditions set out above, AES Engineering shall be entitled to be paid for work performed including reasonable profit and for loss or damage sustained as a result of the termination of this Agreement.

Ownership of Documents/Disclosure

Except as provided by law or otherwise by this agreement, the parties will keep strictly confidential and will not, without the written consent of the other party, disclose to anyone, either before, during or after termination of this agreement, the information which comes to the knowledge of a party as a result of this agreement.

Original drawings and other documents, as instruments of service, are the property of AES Engineering. If the Client requests additional copies of plans or reports, AES Engineering will provide them at the Client's expense.

Liability

AES Engineering represents and warrants that it has sufficient expertise and experience to expeditiously and efficiently perform all Services (as defined herein) in a good and proper and workmanlike manner. Unless specifically retained by a client to do so, our normal scope of services does not provide for conducting any independent verification or testing to confirm Year 2000 compliance of such products, equipment and systems. While AES Engineering will take reasonable steps to evaluate the products and equipment specified for the project, it is agreed that AES Engineering shall in no event be directly or indirectly liable for any of the Client's systems failure, any loss or consequential loss, howsoever arising out of or with respect to the Client's environment not being Year 2000 compliant.

AES Engineering's liability, in the event of a claim against it or any of its employees, agents, and representatives in respect of the services, whether in contract or tort, is limited to the amount of AES Engineering's professional liability insurance in place at the time the claim is made and shall only be recoverable from AES Engineering in respect of loss or damage which is directly attributable to negligent acts or omissions of AES Engineering.

In any event, AES Engineering shall not, in any circumstances, be liable for consequential loss or damage such as loss due to delays to the Project, loss of earnings or loss of profits, howsoever caused.

Dispute Resolution

Either party may give notice, at any time, with respect to any dispute between the parties under this Agreement, that the dispute shall be:

- (a) Firstly, referred to two representatives, one a representative of AES Engineering, and the other a representative of the Client for negotiation, and settlement negotiations. Failing final resolution of the matter within thirty (30) days from such reference;
- (b) The dispute shall be referred to a mediator mutually agreed upon by the parties for non-binding mediation. The costs of such mediation shall be borne equally by the parties. Such mediation to be held within ninety (90) days of the end of negotiations pursuant to subclause (a);
- (c) Failing final resolution of the matter by mediation, the parties may refer the matter to binding arbitration in accordance with the provisions of the *Arbitration Act* of the Province of British Columbia. The place of the arbitration shall be the Province of British Columbia. Such arbitration shall be by a single arbitrator who shall be agreed upon by the parties failing which such single arbitrator shall be appointed pursuant to the provisions of the applicable Arbitration Act.