

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**  
**DEPARTMENT OF FACILITIES MANAGEMENT**  
**CANADA GAMES FACILITIES**  
**UPGRADE AQ-004-19**  
**#RFP-096-21**  
**ADDENDUM # 3**

October 7, 2021

The following Points of Clarification are to be **added** to and form part of this RFP:

1. Commissioning Requirements:
  - a. Reference *Appendix A – Specification and Scope*, hyperlink to the *Prime Consultants Agreement*, reference Section 3.11 (j)
    - i. The Proponent is expected to provide the resources required to fulfill this requirement
2. Reference *Appendix C – Evaluation Criteria and Pricing Form, Section 1. Evaluation Criteria, Sub-Section 8. Past, Relevant Technical Experience at Memorial*, the timeframe for the relevant project experience has been expanded to the past 10 years (from 7 years)
3. Reference *Appendix E-1: Conceptual Facilities Interruption and Construction Schedule*, it is understood these are options that may need to be adjusted to suit the work to be performed
4. The number/frequency of meetings required is to be determined in consultation with the successful proponent. The main point of contact will be MUN Facilities Management and The Works

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**  
**DEPARTMENT OF FACILITIES MANAGEMENT**  
**CANADA GAMES FACILITIES**  
**UPGRADE AQ-004-19**  
**#RFP-096-21**  
**ADDENDUM # 2**

October 1, 2021

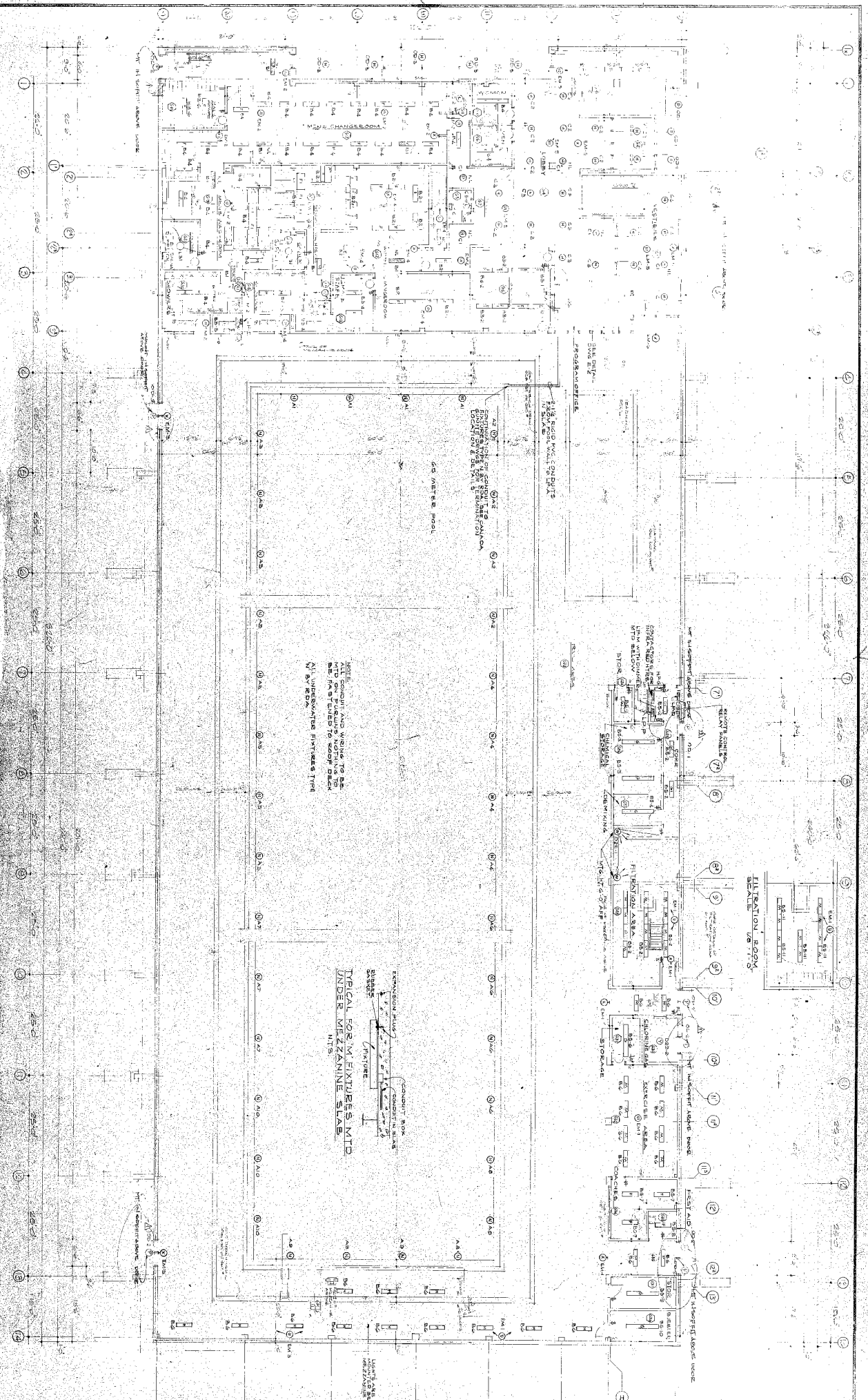
The following is to be **added** to and form part of this RFP:

1. The deadline for submission of proposals has been extended to **3:00 p.m. on Thursday, October 14, 2021, Newfoundland Time.**
2. Mechanical and electrical drawings are attached for reference. All drawings included are for information use only and may not reflect current site conditions. All available drawings will be made available to the successful proponent post award.

# Electrical Drawings 1977



MAIN FLOOR PLAN



ALL LIGHTING AND WIRING TO BE  
 INSTALLED IN ACCORDANCE WITH THE  
 NATIONAL ELECTRICAL CODE AND  
 ALL APPLICABLE REGULATIONS  
 BY THE CITY OF CHICAGO

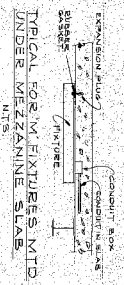
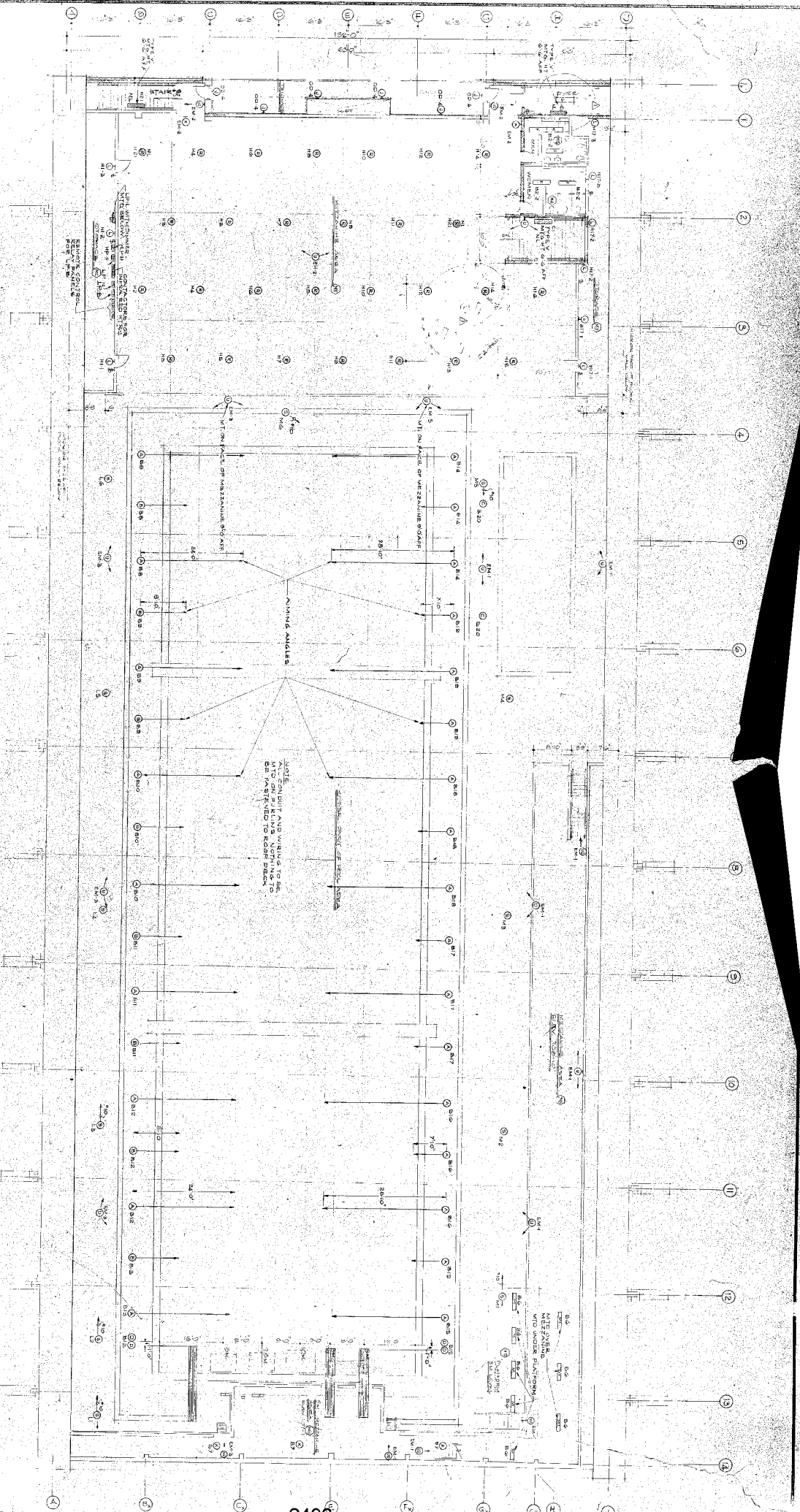


ILLUSTRATION ROOM  
 SCALE: 1/8" = 1'-0"

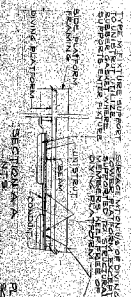
		<b>AQUARENA</b> CITY OF ST. LOUIS, MISSOURI 1000 MARKET STREET, SUITE 1000 ST. LOUIS, MISSOURI 63102	
		NEWFOUNDLAND 1000 MARKET STREET, SUITE 1000 ST. LOUIS, MISSOURI 63102	
MAIN FLOOR LIGHTING		DATE: 10/1/00 DRAWN BY: J. H. HARRIS CHECKED BY: J. H. HARRIS PROJECT NO.: 004-17-01-24	



# MEZZANINE FLOOR PLAN



NOTE:  
MEZZANINE RECEPTION  
MEZZANINE OFFICE  
MEZZANINE STORAGE



SCALE OF DRAWING: 1/4" = 1'-0"

MEZZANINE RECEPTION  
MEZZANINE OFFICE  
MEZZANINE STORAGE

MEZZANINE RECEPTION  
MEZZANINE OFFICE  
MEZZANINE STORAGE

NO.	DATE	REVISIONS



**AQUARINA**  
City of St. Johns - New Bedford  
REGISTRAR: PETER SPRENGER, REGISTERED ARCHITECT  
11555 ST. JOHNS ST. - AMHERST, MA 01001  
MEZZANINE FLOOR - LIGHTING

SCALE: 1/4" = 1'-0"  
DATE: 08/11/10  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]





# Mechanical and Electrical Drawings 1981

ST. JOHN'S

# AQUARENA

MECHANICAL AND ELECTRICAL RENOVATIONS

ST. JOHN'S

NEWFOUNDLAND

PREPARED FOR

**CANADA GAMES PARK COMMISSION**

ST. JOHN'S

NEWFOUNDLAND

ENGINEERING CONSULTANTS

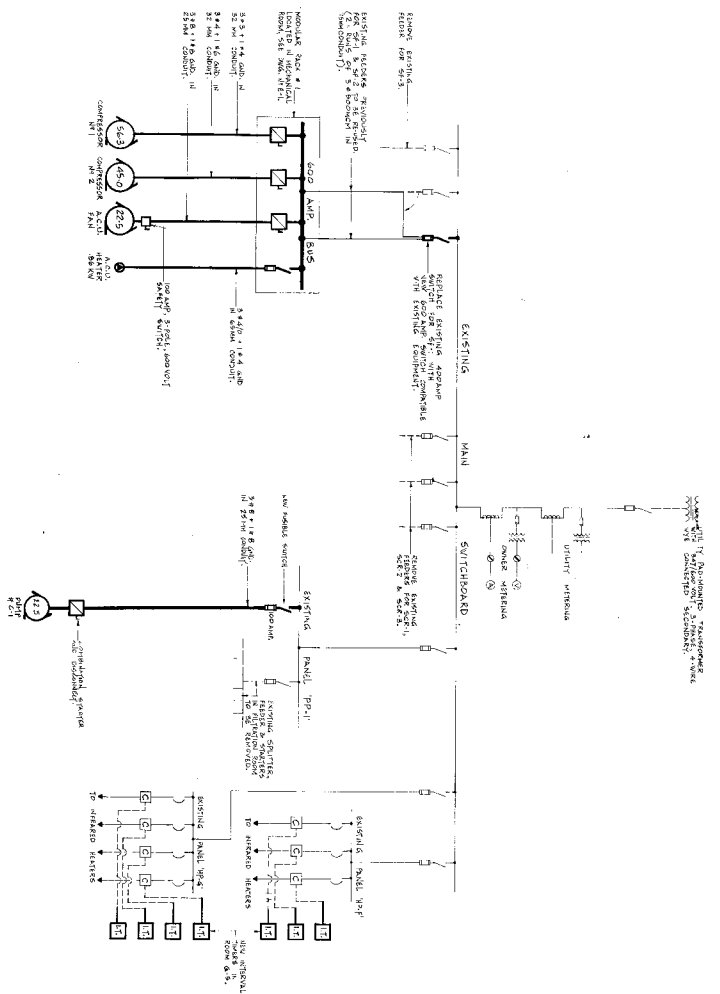
**BISHOP & FORBES (1978) LTD.**

ST. JOHN'S

NEWFOUNDLAND

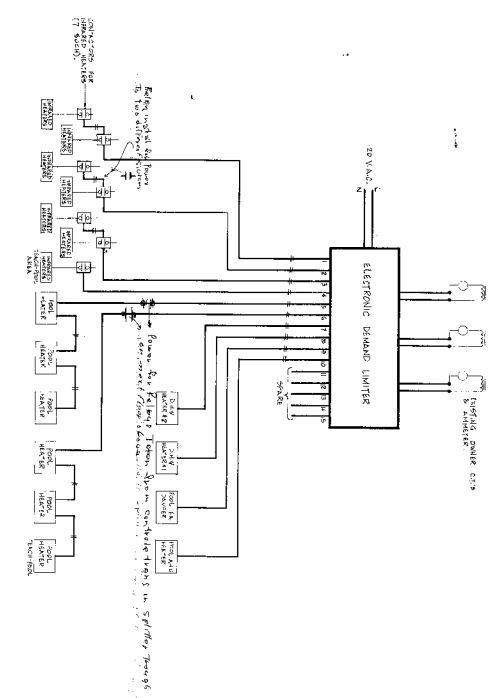
AIR-TITE SHEET METAL LTD.  
St. John's, Newfoundland  
PHONE 464-1111  
125-125-125-125  
125-125-125-125  
125-125-125-125  
125-125-125-125





POWER DISTRIBUTION RISER NTS

PEAK LOAD CONTROL SYSTEM SCHEMATIC NTS

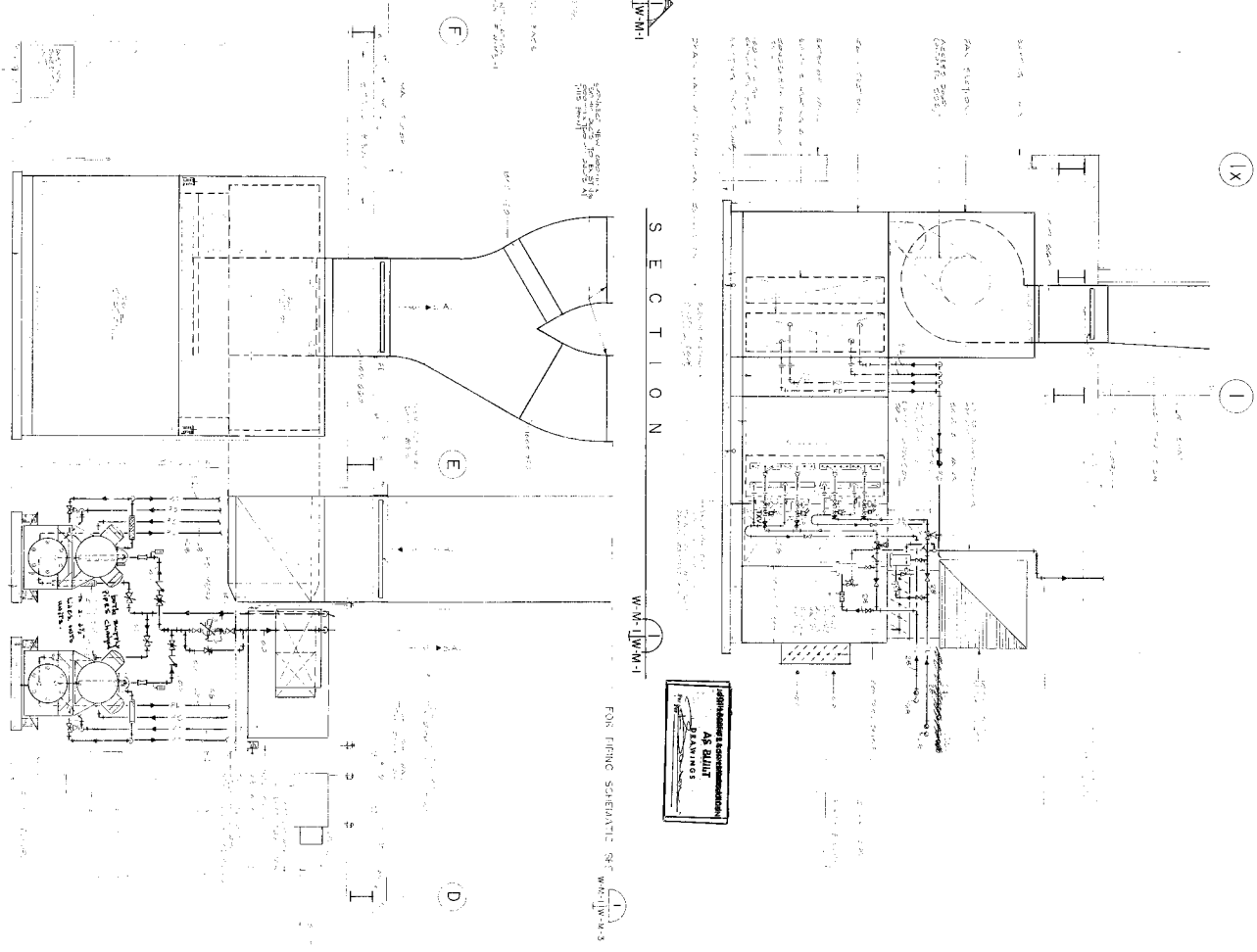
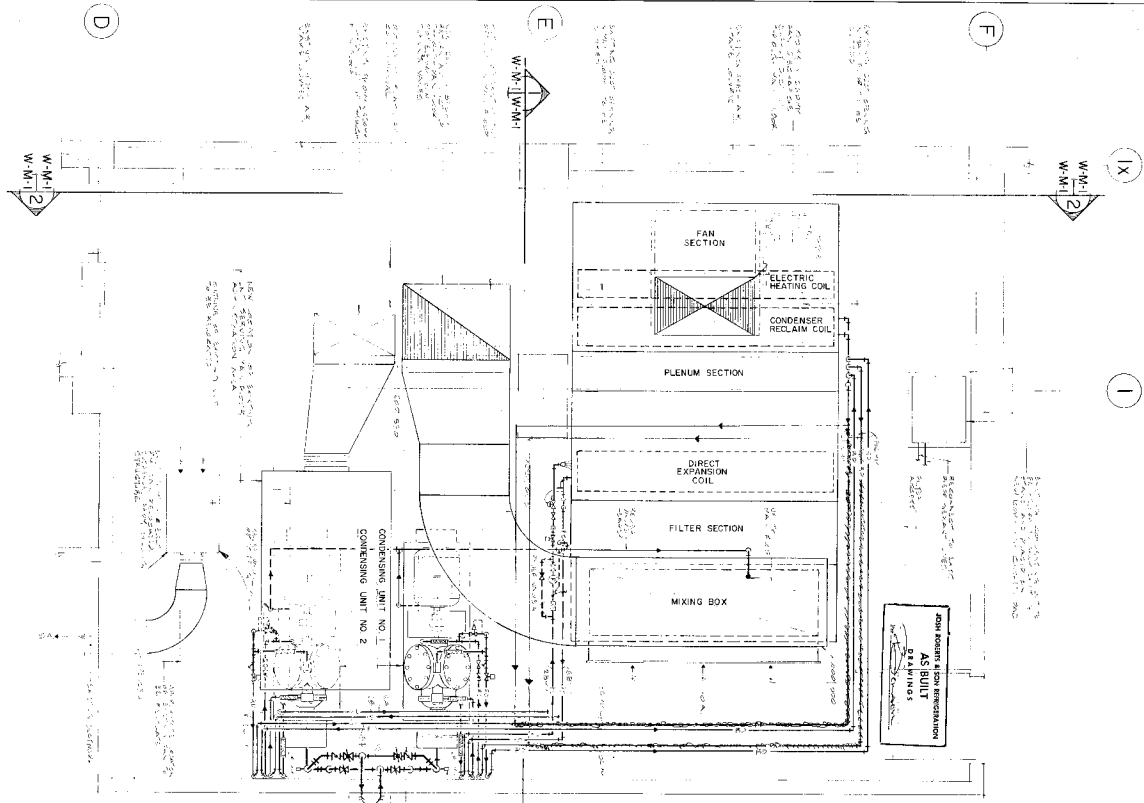


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AIR-TITE SHEET METAL LTD.  
 1000 W. 10th St.  
 Regina, Saskatchewan  
 S4R 1A1  
 Phone: (306) 342-1111  
 Fax: (306) 342-1112  
 Email: sales@air-tite.com

BISHOP & FORBES (1978) LTD.  
 CONSULTING ENGINEERS  
 1000 W. 10th St.  
 Regina, Saskatchewan  
 S4R 1A1  
 Phone: (306) 342-1111  
 Fax: (306) 342-1112  
 Email: sales@b-f.com

BASEMENT MECHANICAL ROOM FLOOR PLAN 1-20



SECTION

W-M-1

AIR-TITE SHEET METAL LTD.  
 85-10000  
 PHONE 508-251-1111  
 65-BUILDING  
 Suite 110

<p>CONTRACT NO. 004-17-01-24                  SHEET NO. 004-17-01-24-01</p>	<p>DATE: 1-20-82</p>	<p>BY: [Signature]</p>	<p>PROJECT: [Project Name]</p>
<p>ST. JOHN'S                  AQUARENA                  AND                  MECHANICAL                  ELECTRICAL                  RENOVATIONS</p>	<p>ST. JOHN'S                  1000-1000</p>	<p>CONTRACTOR:                  BISHOP &amp; FORBES (1978) LTD.                  CONDENSING DRINKERS</p>	<p>DATE: 1-20-82</p>
<p>MECHANICAL ROOM                  FLOOR PLAN AND                  SECTIONS</p>	<p>79-167</p>	<p>W-M-1</p>	<p>2503</p>

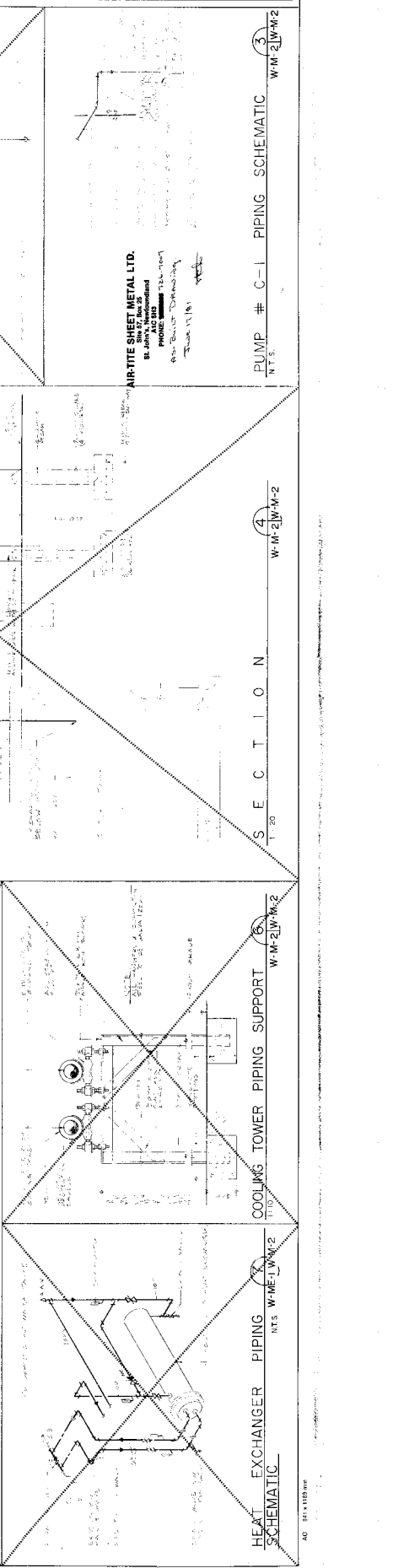
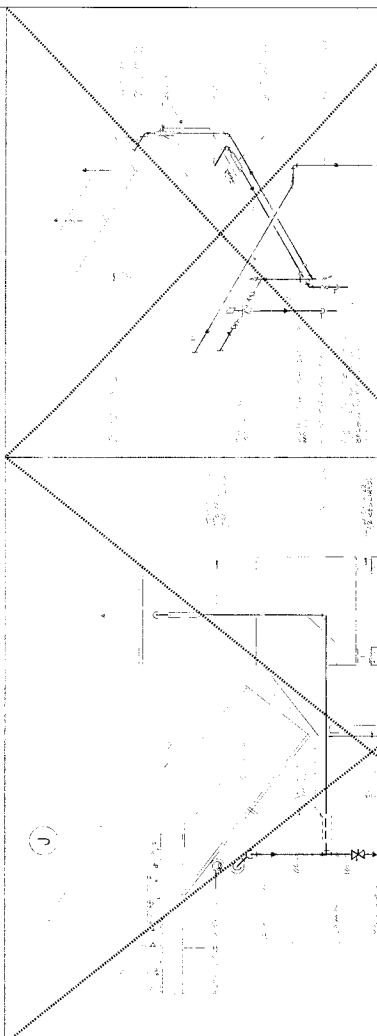
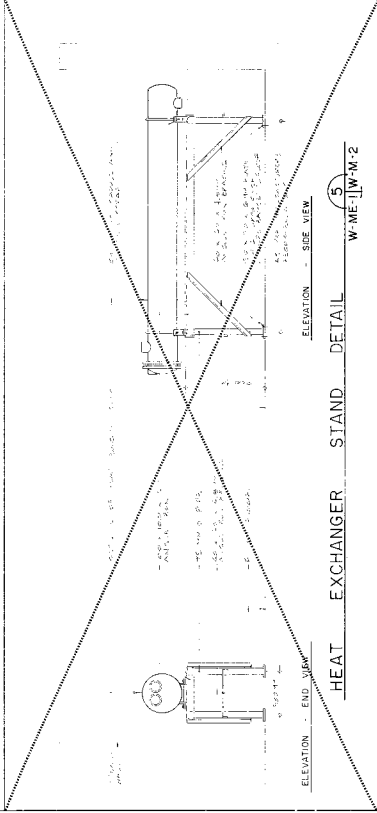
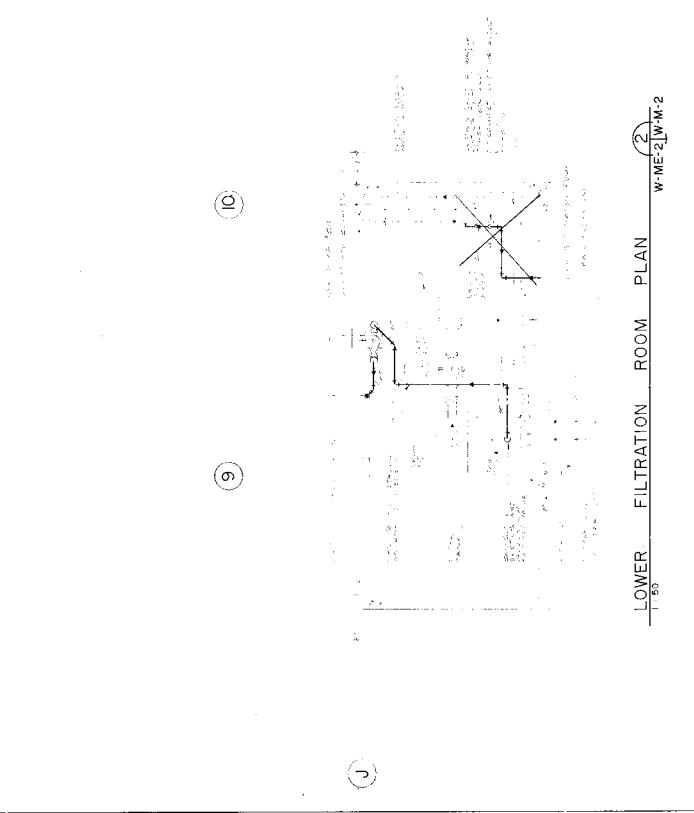
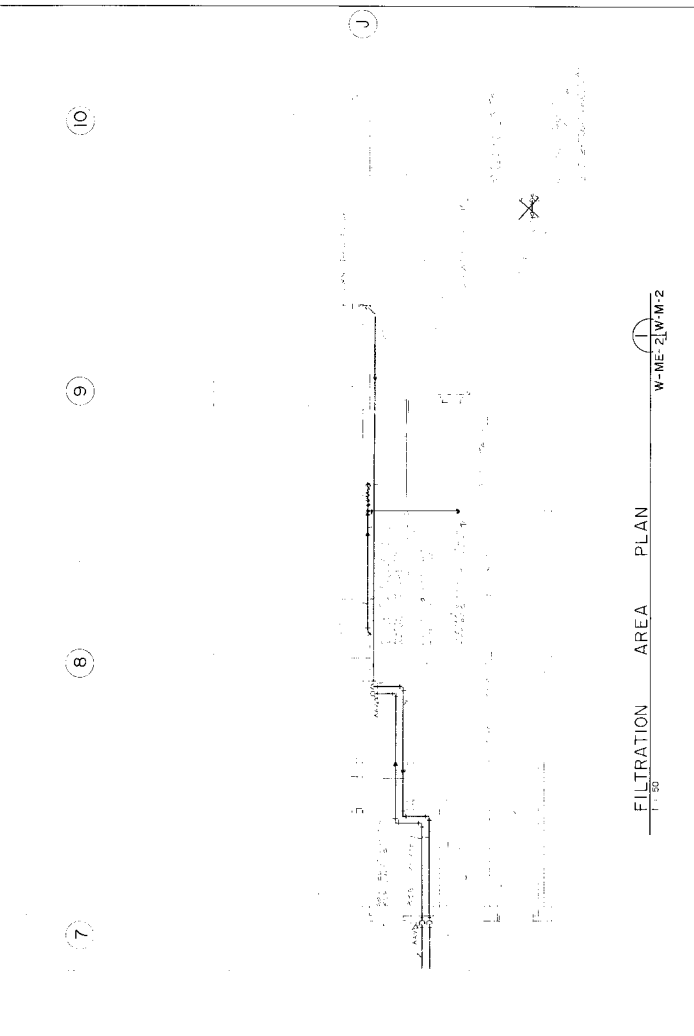
NOTE:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

PROJECT:  
 SHEET NO. 79-167  
 DATE: 08-09-92  
 DRAWN BY: AS SHOWN  
 CHECKED BY: AS SHOWN

ST. JOHN'S  
 AQUARENA  
 MECHANICAL AND  
 ELECTRICAL RENOVATIONS  
 ST. JOHN'S  
 LONDON, ONT.

FILTRATION AREA  
 PLANS & DETAILS

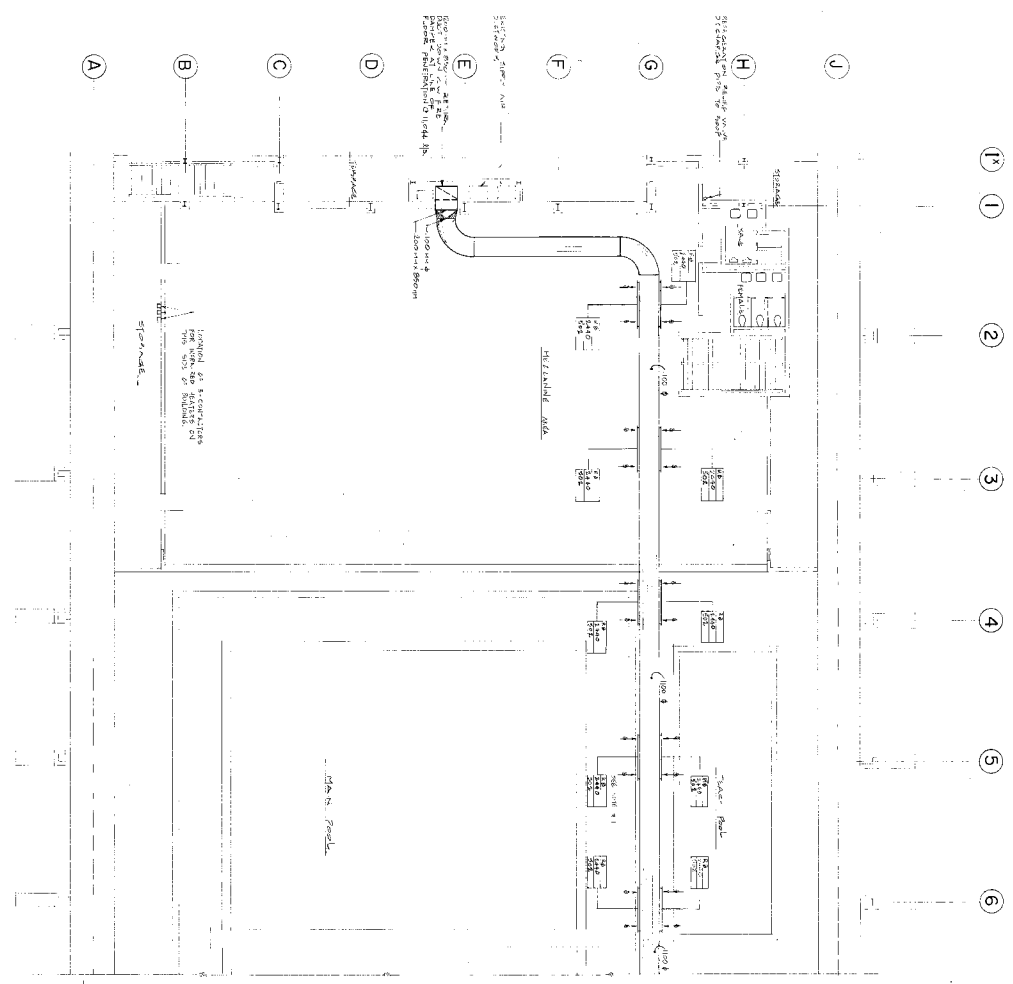
W-M-2  
 OF 3



AIR-TITE SHEET METAL LTD.  
 ST. JOHN'S  
 1111  
 PHONE: (416) 291-1111  
 FAX: (416) 291-1111  
 1111







FOR CONTINUATION SEE  
DWG. N° W-ME-4

NOTES  
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL STRUCTURAL MEMBERS AND SERVICES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

NO.	REVISIONS	DATE
0	ISSUED FOR APPROVAL	
1	ISSUED FOR CONSTRUCTION	

**BISHOP & FORBES (1978) LTD.**  
 CONSULTING ENGINEERS  
 ST. JOHN'S  
 NEWFOUNDLAND

**ST. JOHN'S AQUARIANA**  
 MECHANICAL AND ELECTRICAL RENOVATIONS  
 ST. JOHN'S  
 NEWFOUNDLAND

**AIR-TITE SHEET METAL LTD.**  
 St. John's, Newfoundland  
 PHONE: 709-734-7100  
 65, Balfour Crescent  
 St. John's, Nfld.  
 A1B 1Y1

PROJECT NO. 79-167  
 SHEET NO. W-ME-2  
 PART 'A'  
 MEZZANINE FLOOR

NOTES:  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED UNDER OR ADJACENT TO THE WORK.

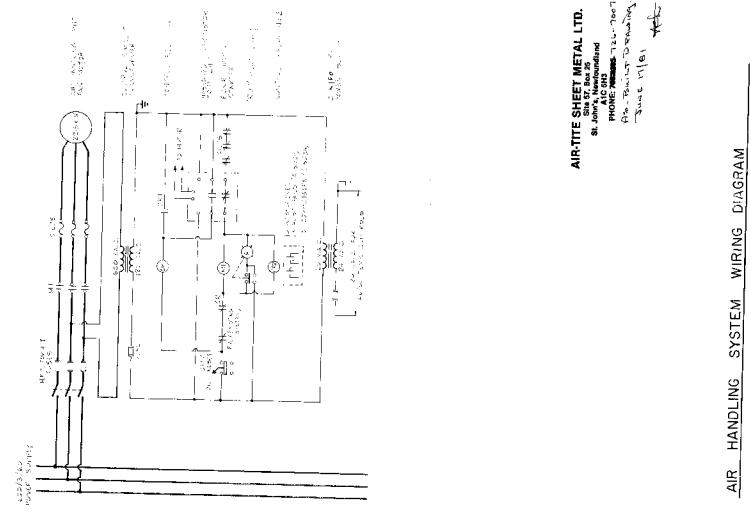
REVISIONS  
NO. DESCRIPTION  
DATE

BISHOP & FORBES (1978) LTD  
CONSULTING ENGINEERS  
100, QUEEN STREET, AUCKLAND, N.Z.

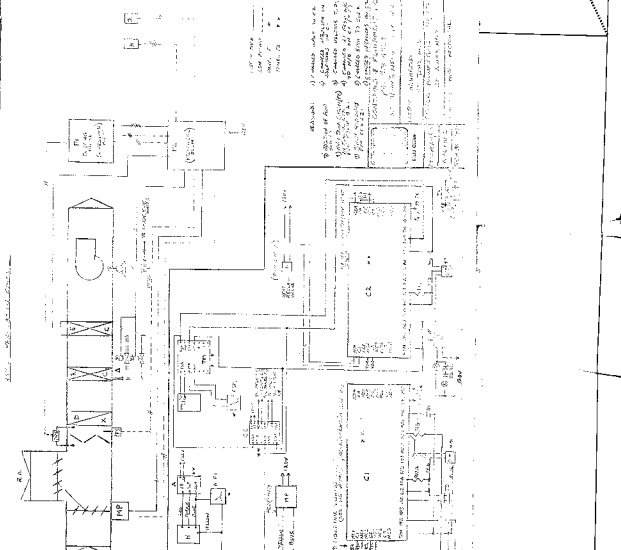
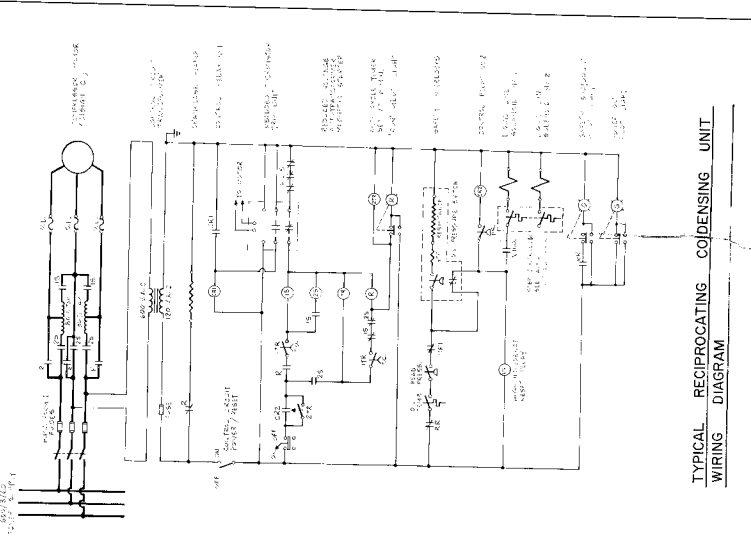
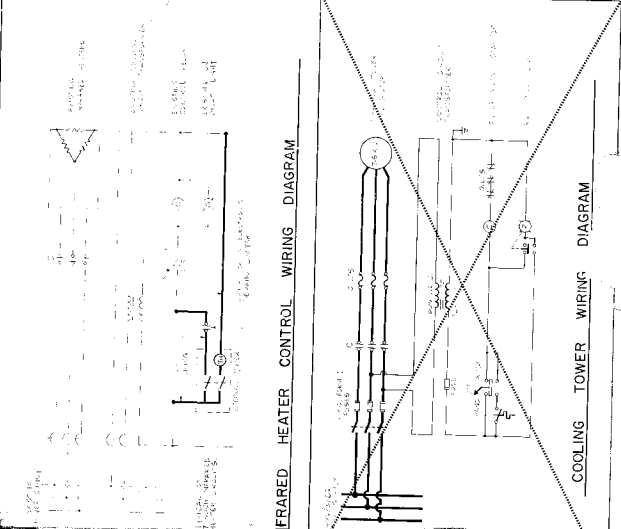
ST. JOHN'S  
A. AQUARENA  
ELECTRICAL ENGINEER  
100, QUEEN STREET, AUCKLAND, N.Z.

ST. JOHN'S  
ELECTRICAL ENGINEER  
100, QUEEN STREET, AUCKLAND, N.Z.

CONTROL 5  
79-167  
W-ME-5  
OF 5



**AIR-TITE SHEET METAL LTD.**  
 100, QUEEN STREET, AUCKLAND, N.Z.  
 PROJECT NO. 79-167  
 DATE 1/1/81



**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**  
**DEPARTMENT OF FACILITIES MANAGEMENT**  
**CANADA GAMES FACILITIES**  
**UPGRADE AQ-004-19**  
**#RFP-096-21**  
**ADDENDUM # 1**

September 23, 2021

Per section 2.0 Scope of Work, the elements to be upgrades are outlined. Appendix E-2 and E-3 include assessments of the majority of the infrastructure in the facilities, and corresponding budget estimates at that time. Note that the scope of work for this engagement does not include all elements identified in either the CMEL report or the Stantec report. Respondents should closely compare the requested scope of work elements with those discussed in the supporting documentation.

The construction budget (inclusive of HST) is on the order of \$8 Million. Respondents are encouraged to develop their submission based on level of effort.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent's Information

Please fill out the following form, naming one person to be the Proponent's contact for the Open Call process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	LAT49 Architecture Inc.
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	683 Water Street, 2nd Floor
City, Province/State:	St. John's, NL
Postal Code:	A1E 1B5
Phone Number:	1-709-753-7132
Fax Number:	1-709-753-6469
Company Website (if any):	LAT49.ca
Proponent's Contact Name and Title:	Richard Symonds, Architect / Director
Proponent's Contact Phone:	1-709-753-7132
Proponent's Contact Fax:	1-709-753-6469
Proponent's Contact Email:	r.symonds@lat49.ca

### 2. Offer

The Proponent has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the pricing section.

### 3. Rates

The Proponent has submitted its rates in accordance with the instructions in the Open Call. The Proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 4. Addenda

The Proponent is deemed to have read and accepted all addenda issued by the Owner. The onus is on Proponents to make any necessary amendments to their Proposals based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers on the following line: 1, 2, 3 Bidder(s) who fail to complete this section will be deemed to have not received all posted addenda and shall be deemed **non-compliant**.

**5. No Prohibited Conduct**

The Proponent declares that it has not engaged in any conduct prohibited by this Open Call.

**6. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this Proposal.

**7. Proposal Irrevocable**

The Proponent agrees that its proposal shall be irrevocable for a period of **45** days following the Submission Deadline.

**8. Required Signatures**

Failure to submit this signature section will render the Proposal NON-COMPLIANT and the Proposal will be disqualified.

Richard Symonds

\_\_\_\_\_  
Name of Proponent's Representative

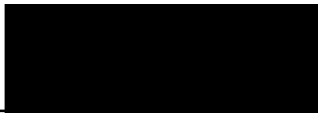
Architect / Director

\_\_\_\_\_  
Title of Proponent's Representative

October 12, 2021

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.



s. 40 (1)

**IN SIGNING THIS PAGE AND SUBMITTING YOUR PROPOSAL, THE PROPONENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.**

**Memorial University**  
**Department of Facilities Management**  
**Canada Games Facilities Upgrade**

**AQ-004-19**

**RFP-096-21**

**TECHNICAL SUBMISSION**



**SUBMITTED TO:**  
**opencalls@mun.ca**  
**DEPARTMENT OF FACILITIES MANAGEMENT**  
**MEMORIAL UNIVERSITY**

**14 PHELAN ROAD**  
**ST. JOHN'S, NL**  
**A1C 5S7**

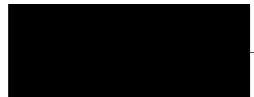
**RESPONSE TO**  
**REQUEST FOR PROPOSALS FOR**  
**CANADA GAMES FACILITIES UPGRADE**

**AQ-004-19**  
**RFP-096-21**

**SUBMITTED BY:**  
**LAT49 ARCHITECTURE INC.**  
**683 WATER STREET, 2<sup>ND</sup> FLOOR**  
**ST. JOHN'S, NEWFOUNDLAND**  
**A1E 1B5**

**OCTOBER 14, 2021**

**CONTACT:**  
**Richard Symonds**  
**(709) 753-7132**  
**r.symonds@lat49.ca**



s. 40 (1)



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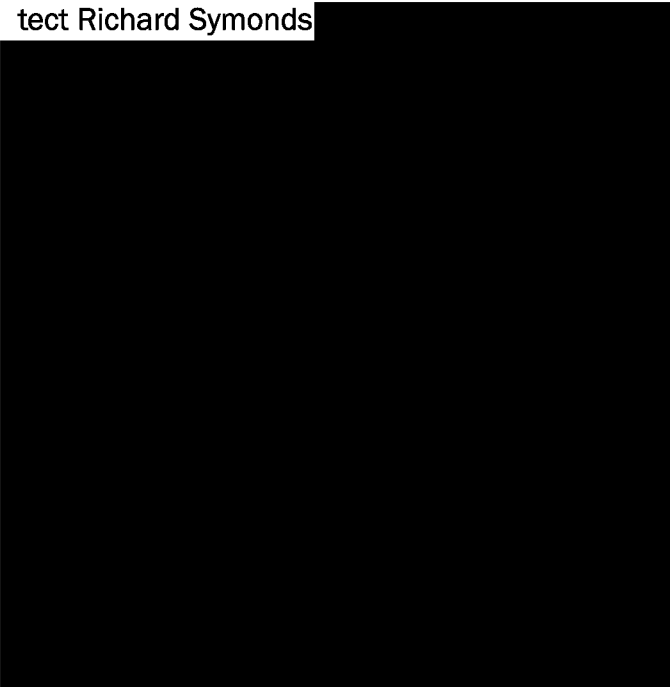


# 1. Introduction

LAT49 Architecture Inc. has assembled an excellent team to provide consulting services to Memorial University for the detailed design and construction contract administration for the Canada Games Facilities Upgrade project. The team fully appreciates the importance of this project in the context of the 2025 Canada Games and the major investment that the University and its funding partners intend to make toward the renewal of local sports and recreation facilities.

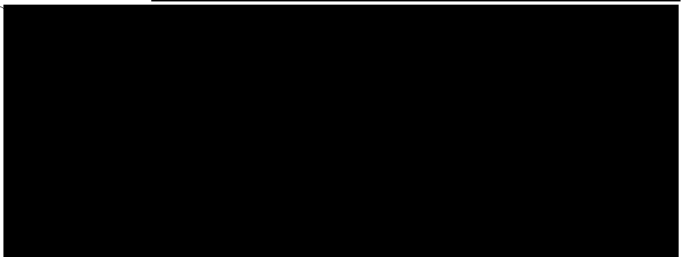
s. 35 (1) (d)

LAT49 Architecture is 100 per cent locally owned and operated with roots that extend back over 35 years of architectural practice in the province. The firm, and in particular, principal architect Richard Symonds



replacement, currently under construction. Englobe Corp. collaborated with LAT49 to complete the mechanical and electrical design for the recently opened Central Labrador YMCA project in Happy Valley-Goose Bay.

With an office locally, in Mount Pearl, and one in Moncton, New Brunswick, the team at Englobe were the ideal partners for a major renovation and expansion project at nearby Mount Allison University.



s. 40 (1)

The experience of the design team with aquatics and recreation projects, as well as our experience working with Memorial University, is well documented in this proposal response. We encourage you to contact the client references or to visit the facilities presented, if you wish to see the quality of our work first hand.

For the this project, LAT49 has compiled a consultant team based on past success with aquatics and recreation centres, as well as phased renovation work for institutional clients. Structural engineers Morrison Hershfield collaborated with LAT49 on the Ches Penney Family Y, the Marystown YMCA and the H.G.R. Mews Centre



The Ches Penney Family Y

## 2. The Project Team

### 2.1 Prime Consultant

LAT49 Architecture Inc. is an independent architectural and project management firm based in St. John's, Newfoundland, that provides creative solutions to clients throughout Atlantic Canada.

The firm's portfolio consists of design documents and buildings successfully delivered to a wide range of clients. These projects include community centres, fitness and recreation complexes, theatres, schools, hospitals, large-scale residential buildings, personal care homes, corporate and government offices, retail premises, and major offshore oil and gas production facilities. The firm has also undertaken numerous studies including, master planning, building condition assessment, financial feasibility, programming, land use, and energy management.

s. 40 (1)

LAT49 Architecture was originally formed as Sheppard Case Architects in 2000 when

[Redacted]

[Redacted] Richard Symonds was admitted to the ownership structure as the third shareholder. In 2014 the firm was rebranded as LAT49 Architecture Inc.

s. 40 (1),

[Redacted]

[Redacted] Richard and four other key employees: Jeremy Bryant, an architect [Redacted] Dwayne

s. 40 (1)

### LAT49 Architecture Inc.

s. 40 (1)

Gill and [Redacted]

[Redacted]

Daily management of the firm is handled by Richard, Jeremy and Dwayne.

[Redacted]

s. 40 (1)

[Redacted]

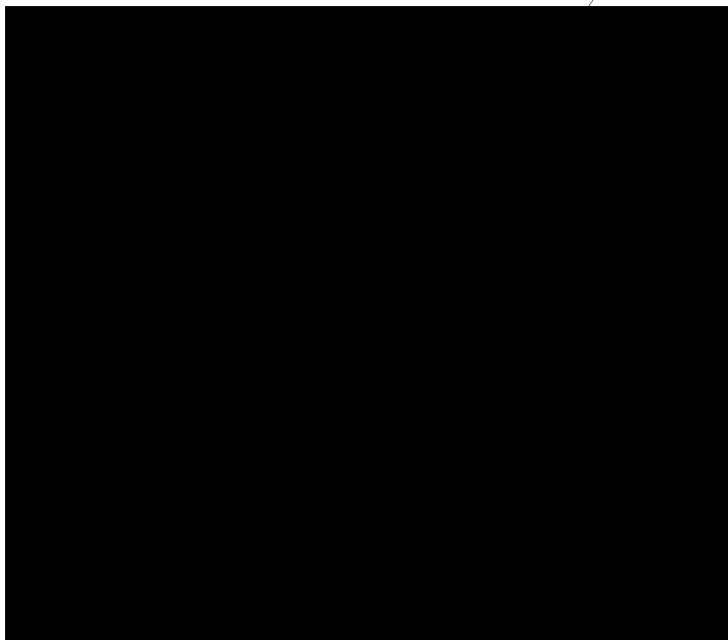
s. 40 (1)

[Redacted]

s. 40 (1)

Richard Symonds

s. 40 (1)

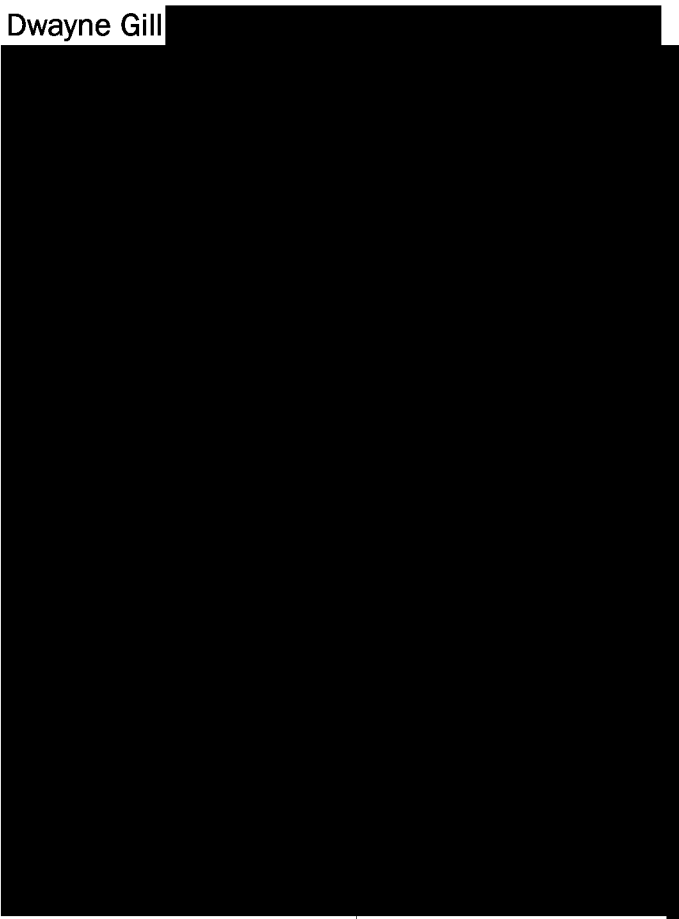


LAT49 was an early adopter of BIM technology and delivered its first project created entirely with parametric modelling software in 2009: the \$16 million Ches Penney Family Y. Today, all major projects are modelled in 3D, utilizing AutoDesk Revit software by the firm's formally trained technologists.

Currently LAT49 has a staff of 13, consisting of four registered architects (Richard, Jeremy, Michela Boschetti and Mark White); two project managers (Dwayne and [redacted]); six technologists and an office manager (Roxanne). s. 40 (1)

The firm has sufficient depth to handle a relatively large volume of work, but we are not so large that projects get lost in the shuffle.

Dwayne Gill



LAT49 Architecture has always maintained a high level of service by ensuring that personnel nominated for lead roles on projects are senior staff or principals who remain with their projects from concept design through to final completion.

s. 40 (1)

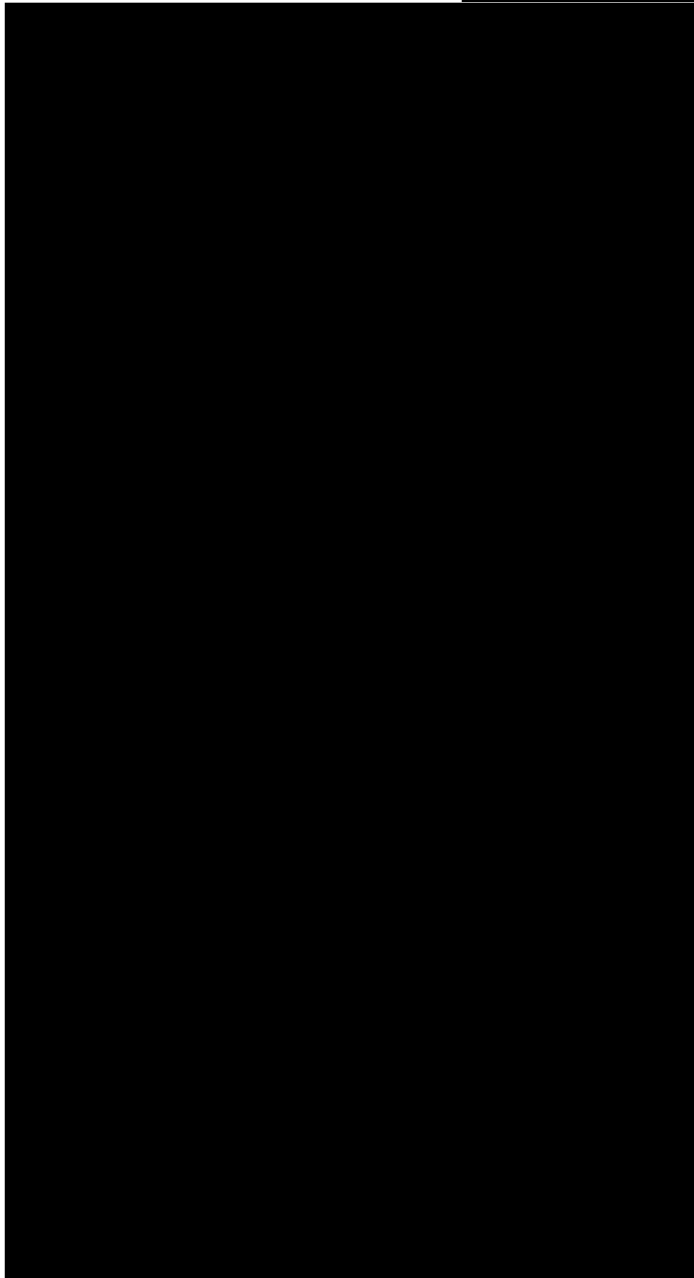
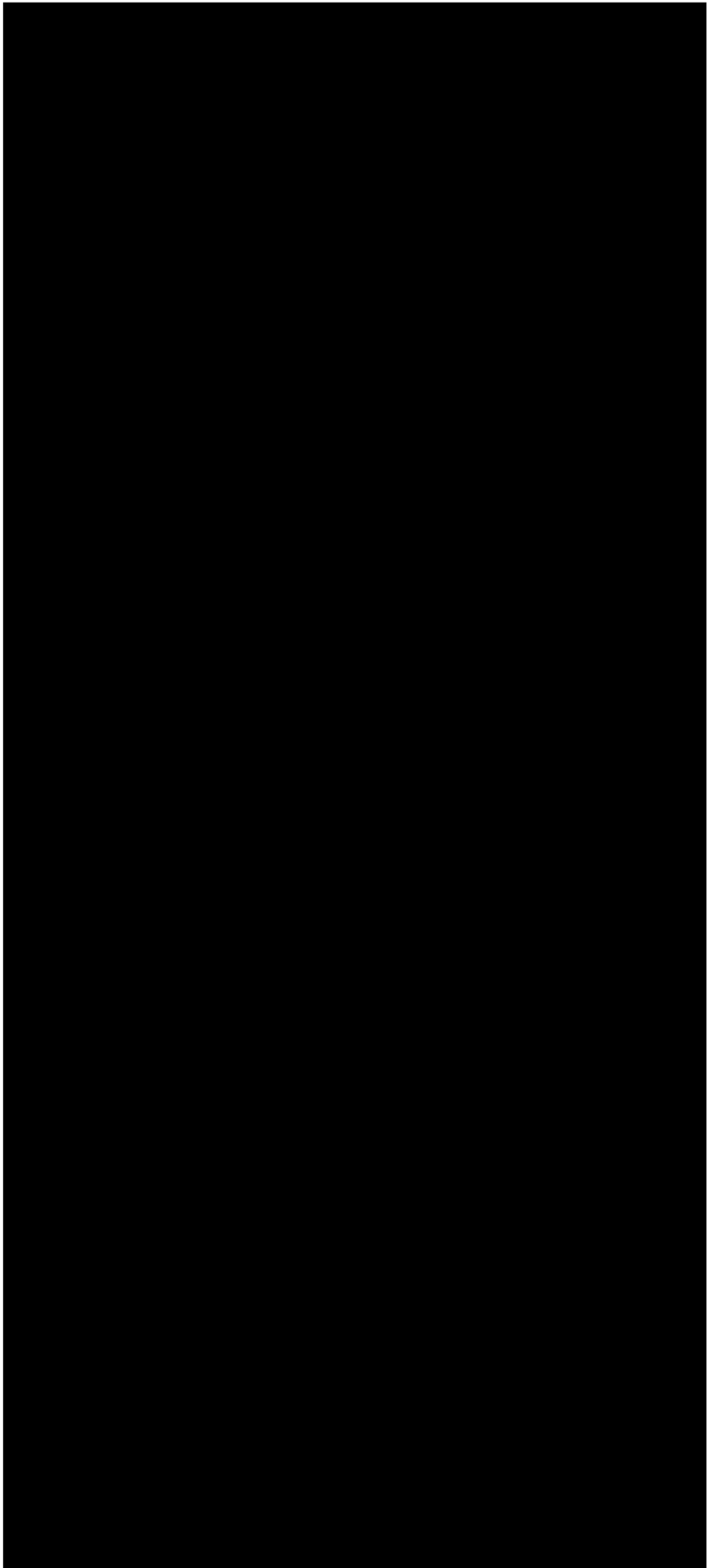
Dwayne Gill

Jeremy Bryant

### 2.1.1 Project Manager and Architectural Lead

- **Richard Symonds, NLAA, RAIC**

Richard Symonds was born and raised in St. John's, Newfoundland. He earned a bachelor of fine art degree from Grenfell Campus, Memorial University, and a master of architecture degree from the University of Toronto. [REDACTED]



s. 40 (1)

s. 40 (1)

### 2.1.2 Architectural Team

#### Assistant Project Manager

- Dwayne Gill, ASCT

Dwayne Gill hails from Fogo Island and has been with LAT49 Architecture since graduating at the top of his class from the Architectural Engineering Technology program at the College of the North Atlantic

s. 40 (1)

[Redacted]

In 2008 Dwayne helped pioneer the use of Building Information Modeling software in the province. He played a pivotal role in training all LAT49 employees in AutoDesk Revit Architecture design software, one of the leading modeling packages available.

[Redacted]

#### Lead Architectural Technologist

s. 40 (1)

[Redacted]

## 2.2 Sub Consultants

### 2.2.1 Mechanical and Electrical Engineers

Englobe Corp. is a Canadian leader in applied sciences, best known in the fields of the environment, geosciences, and materials engineering. For more than 60 years the firm has provided a wide range of integrated services through their multidisciplinary team of professionals. Their solutions are designed to fit the client's need, are environmentally responsible and within budget limitations.

Englobe offers planning, conceptual, and detailed design, as well as project management to a large variety of governments, municipalities, First Nations, architects, land developers, design-builders, contractors, private companies, and others. The services we provide are within the disciplines of municipal, land development, transportation planning, traffic engineering, rail, water and wastewater distribution, collection, and treatment, mechanical and electrical engineering, environment, and soils and materials.

Over the past few years, Englobe has acquired firms to grow their team and further expand services to clients in Atlantic Canada. In particular, Crandall Engineering Services, located in Moncton, New Brunswick, joined with Englobe in February of 2018, adding the civil, mechanical and electrical engineering to the firm's profile.

The team that joined Englobe from Crandall Engineering has considerable experience with aquatics and sporting facilities, as well as post-secondary educational institutions. In particular the mechanical and electrical group have been the go-to consultants for all work at Mount Allison University's Sackville campus for many years.

## Englobe Corp.

Since 2018, LAT49 Architecture has collaborated with the mechanical and electrical team in Moncton for the design of the Central Labrador YMCA, in Happy Valley-Goose Bay (completed earlier this year) and they are currently working together on the redevelopment and expansion of Mount Allison University's 1960s-era Athletic Centre facility, which includes a 25 meter competition pool.

In Atlantic Canada, the firm operates from seven locations, including the Moncton office where their mechanical and electrical engineering resources are based, and a location in Mount Pearl, Newfoundland and Labrador, which is primarily known as a geotechnical and environmental engineering consultancy, but is currently undergoing an expansion into mechanical and electrical disciplines.

Within Atlantic Canada, Englobe employ approximately 200 people, including professional engineers, scientists, geoscientists, geologists, biologists, technologists, technicians, other specialists and support staff capable of providing service in English or French. Globally, the firm has approximately 2,500 full-time staff.

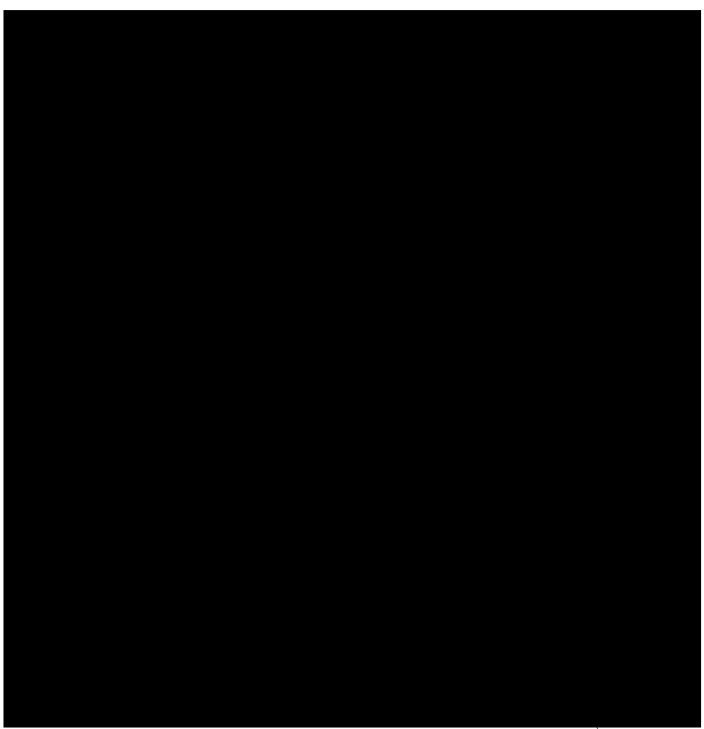
With over 60 years experience, Englobe is no stranger to multi-year, phased contracts. The firm routinely delivers large-scale, multi-year capital works projects for provincial, municipal and institutional clients. For example, they are currently prime consultant for the City of Moncton on an outdoor aquatics project that started feasibility work in 2017 and is just now beginning construction.

s. 40 (1)

Englobe holds ISO 9001:2015 certification, ensuring that the firm's policies, procedures and deliverables both respect the ISO requirements and are assessed and improved on a continuous basis so the company-wide management system meets or exceeds all of the requirements of this prestigious international standard. Additionally, Englobe is one of the first engineering consulting firms in Canada to have ISO 45001:2018 certification, an internationally recognized standard for occupational health and safety.

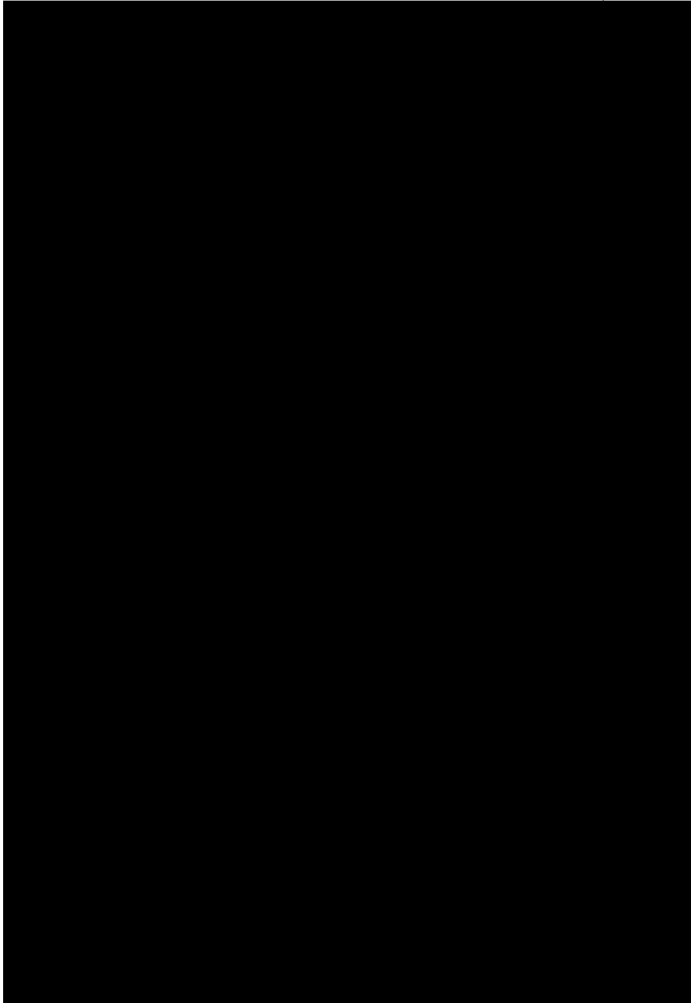
Englobe is a member of the professional engineering associations in each Canadian province and territory, and holds a permit to practice from, and have mechanical and electrical engineers registered with the Professional Engineers and Geoscientists of Newfoundland and Labrador.

**2.2.1.1 Mechanical Project Lead**



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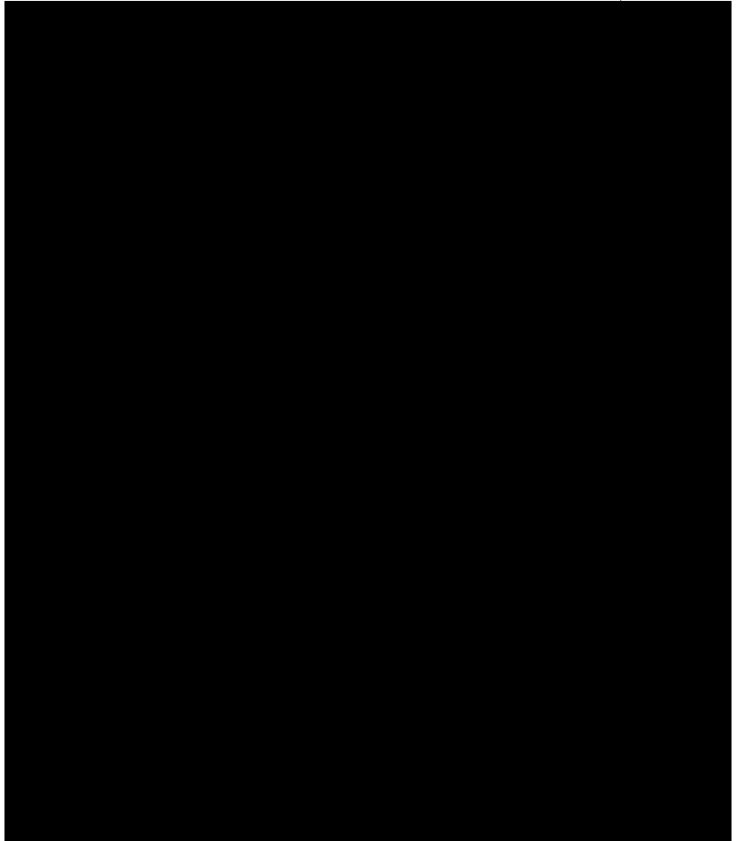
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### 2.2.1.2 Mechanical Engineering Team

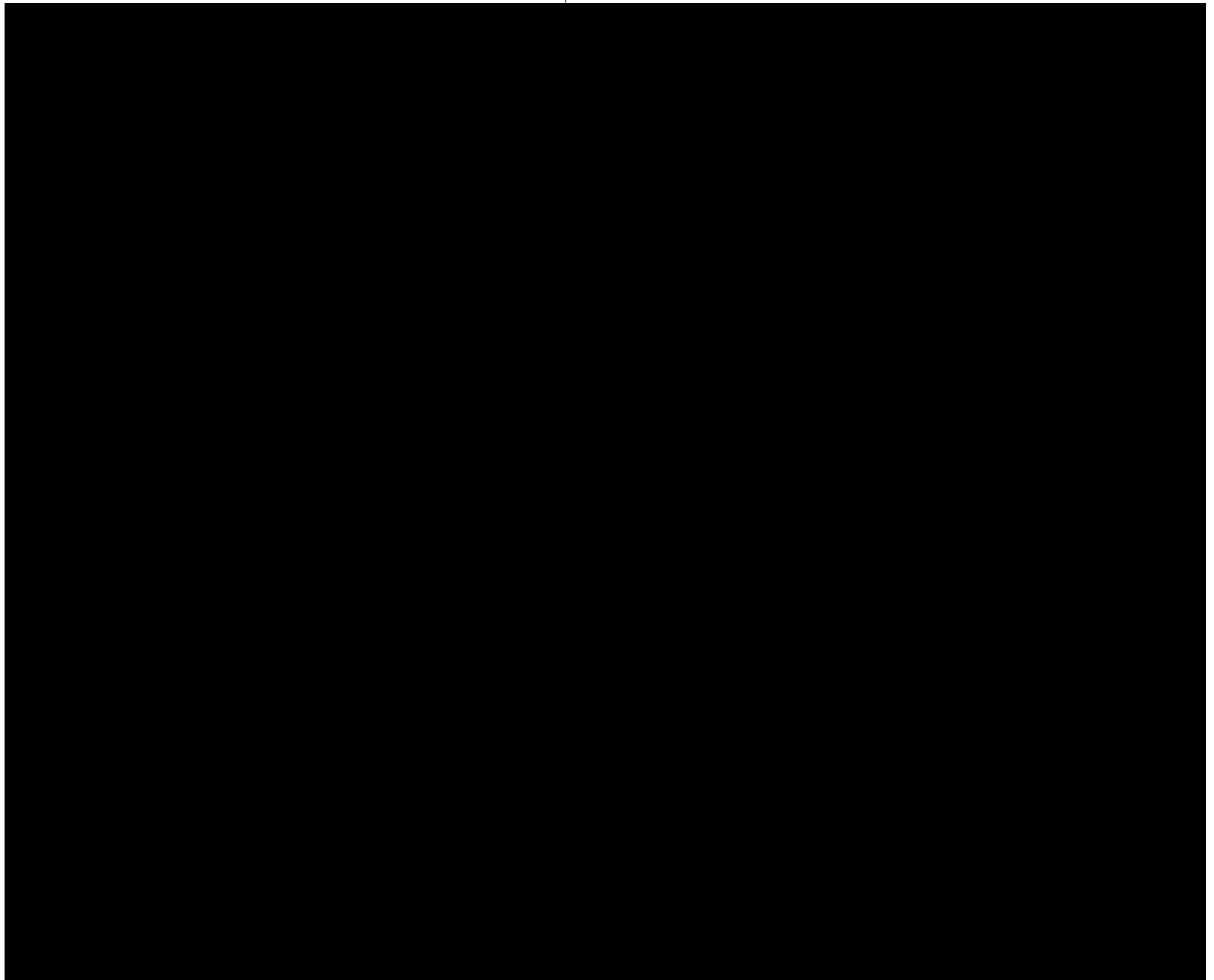
Project Design Engineer

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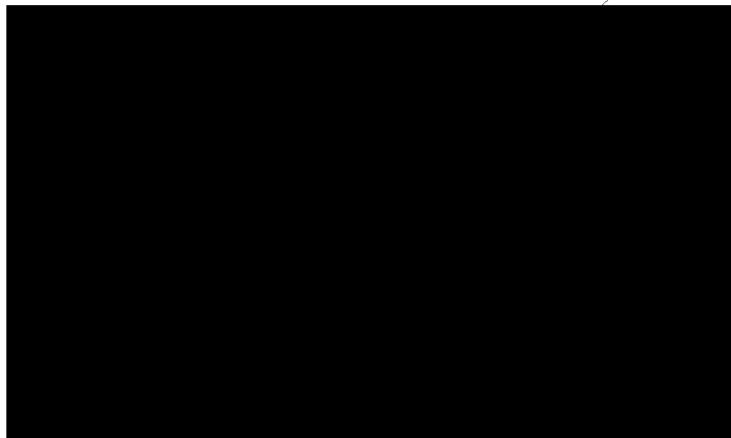
Pool area HVAC mechanical room at the Central Labrador YMCA

s. 40 (1)



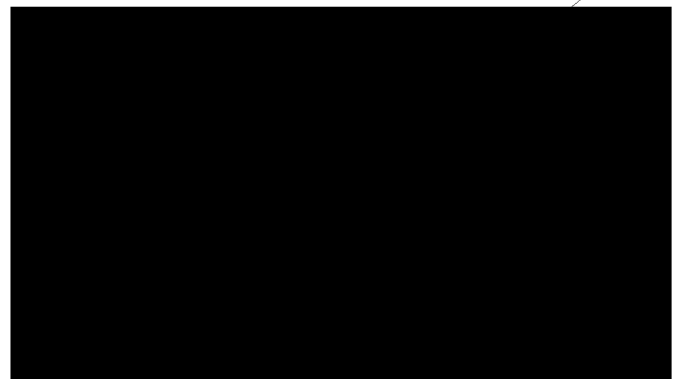
**Peer Review**

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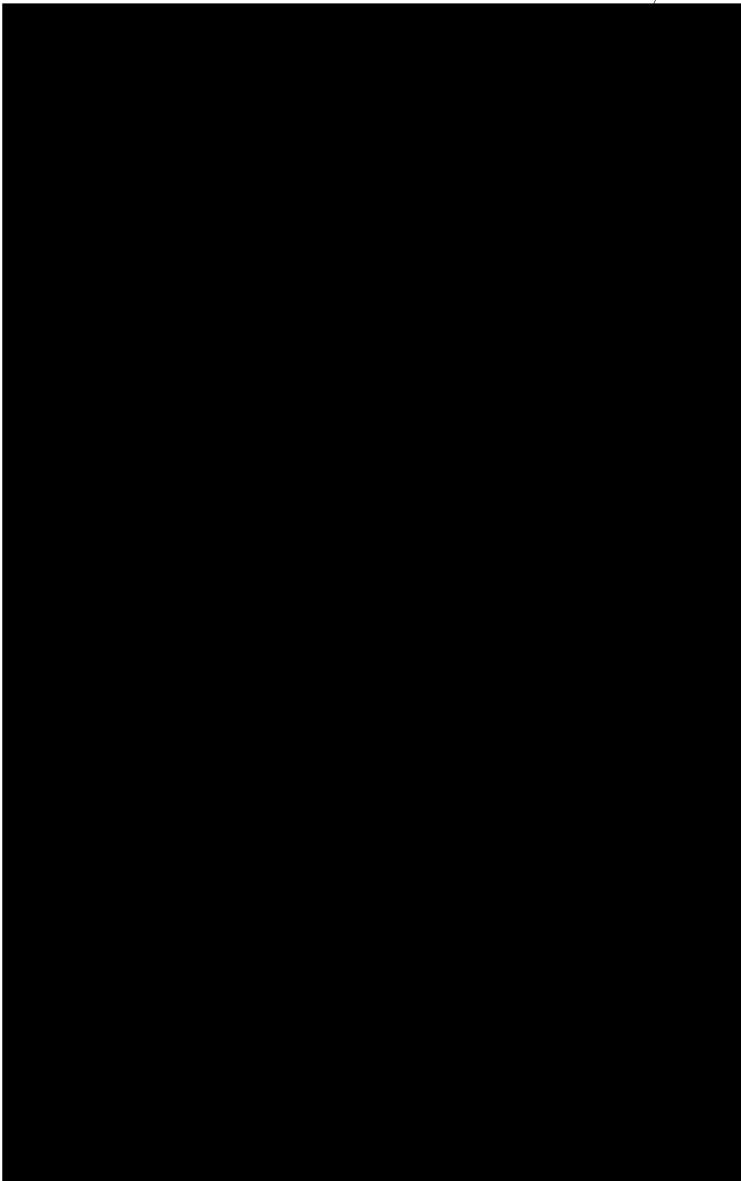


**Energy Modelling**

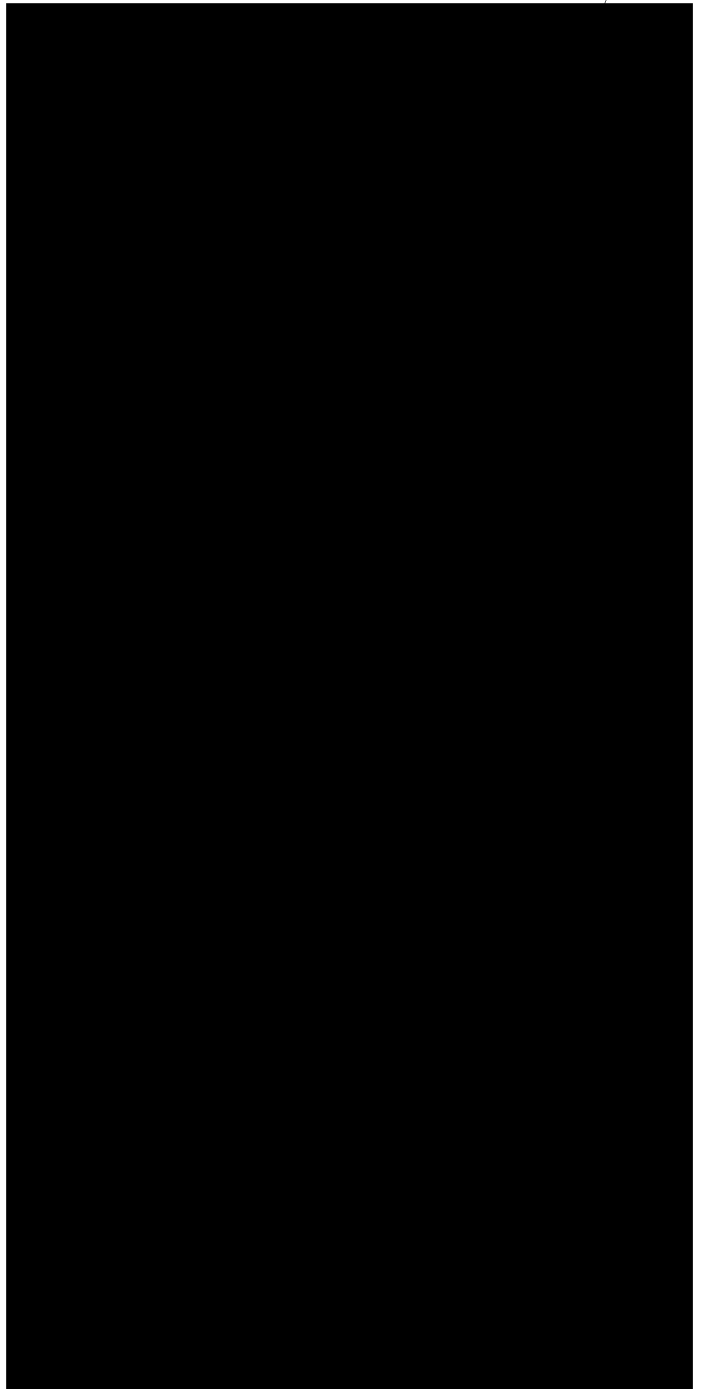
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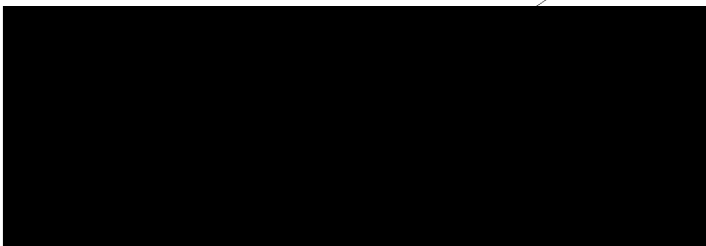
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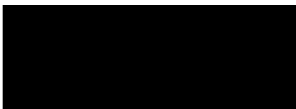
**2.2.1.3 Electrical Engineering Team**

**Project Design Engineer**

s. 40 (1)



**Electrical Technologists**

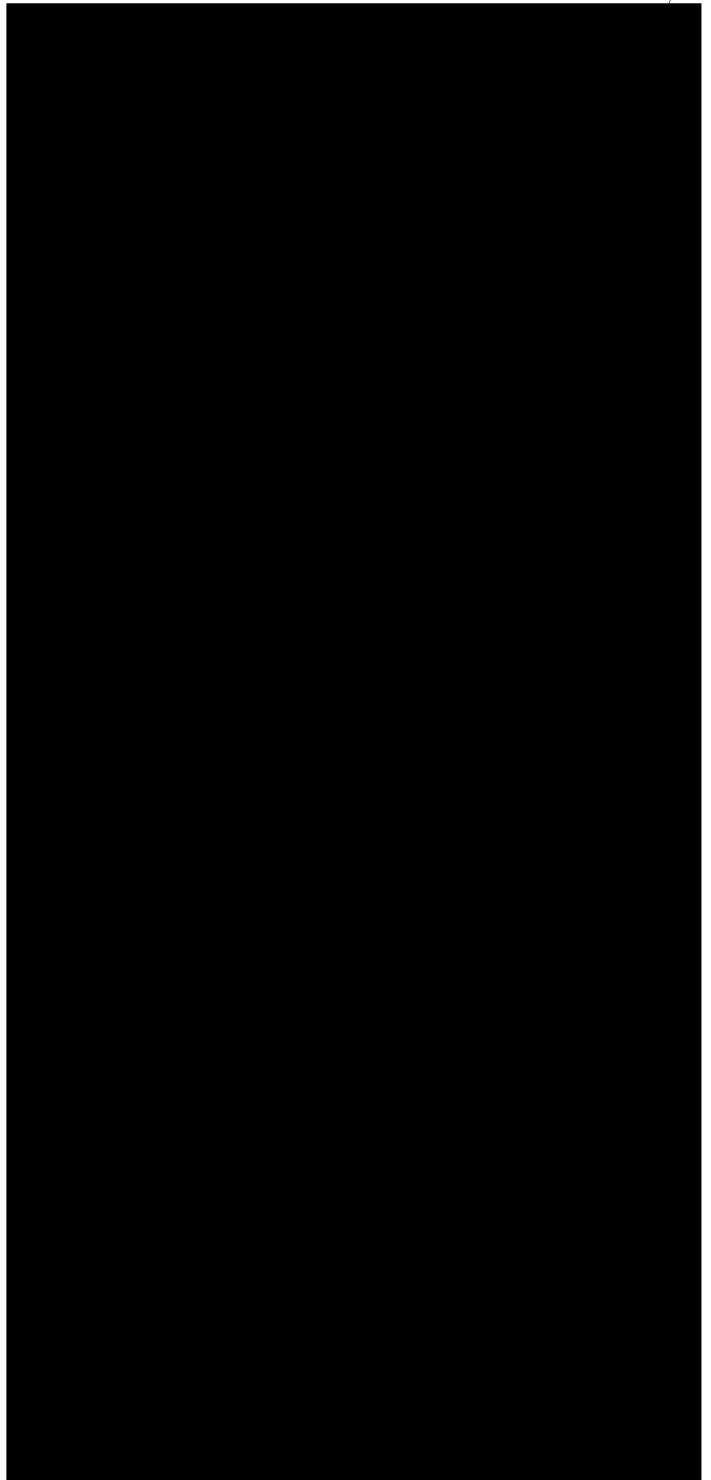
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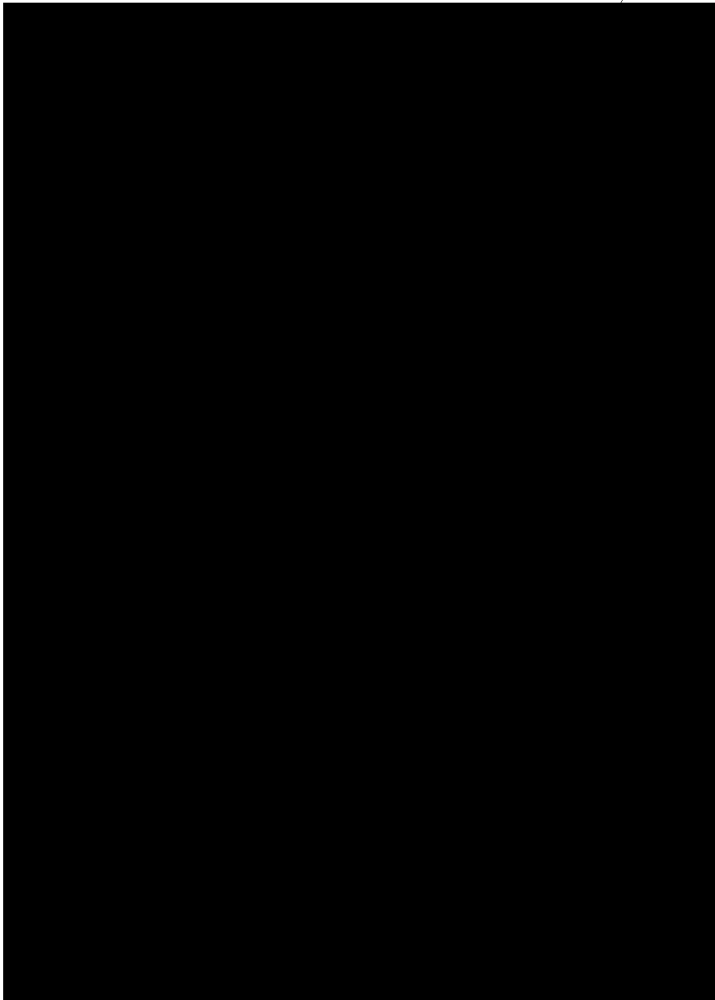
**2.2.1.4 Local Inspector (Mech/Ele)**

s. 40 (1)



**Peer Review**

s. 40 (1)



### 2.2.2 Structural Engineers

## s. 40 (1) Morrison Hershfield Ltd.

Morrison Hershfield Ltd. is a Canadian owned multidisciplinary engineering and management firm. The company was founded in 1946 and has grown to more than 950 employees with 20 offices in Canada and the United States. They have a local team of seven professionals, operating under the leadership of Aaron Rideout, a senior structural engineer [REDACTED]



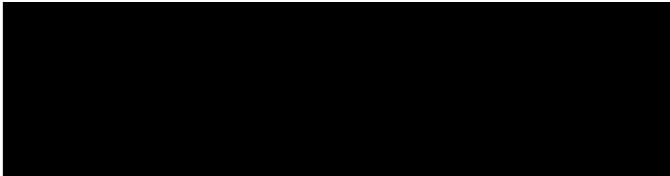
Aaron and the structural engineers and technologists at Morrison Hershfield have collaborated with Richard Symonds and LAT49 Architecture on several recreational projects, with the \$30 million Mews Centre replacement facility for the City of St. John's being the most recent.

Morrison Hershfield's professionals collaborate with owners and other building design experts to create high performance building solutions. They ensure that code, functional use, aesthetic, environmental sustainability and other owner requirements are fully incorporated in the design.

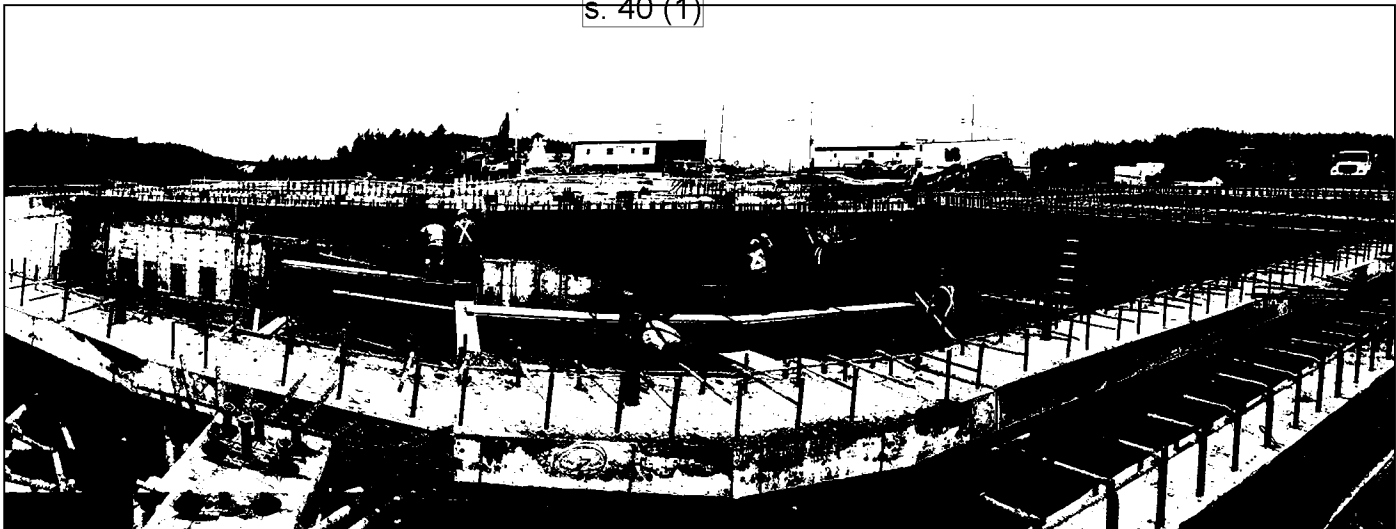
The firm was also the structural engineers for the \$9 million Kenmount Terrace Community Centre, the \$16 million Ches Penney Family Y in St. John's and the \$13 million Marystown Y. Each of these facilities have similar features as a typical Canada Games facility, including swimming pools, gymnasias, racquetball/squash courts and multipurpose fitness rooms.

In addition to managing the St. John's office, Aaron has been instrumental in the design and co-ordination of commercial, institutional and industrial projects throughout the province. [REDACTED]

Aaron's role on the Memorial University project will be to provide structural design services as needed to physically support the mechanical, electrical and architectural aspects of the project scope, including the diving tower area.



s. 40 (1)



Workers stripping formwork on the 25 meter cast-in-place concrete pool at the Marystown Y

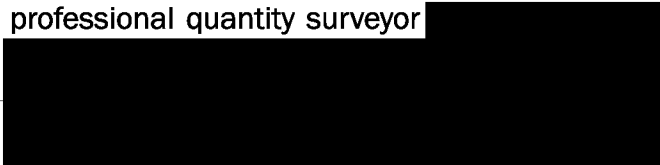
### 2.2.3 Cost Consultant

QSolv Inc. is a Halifax-based construction cost consulting and quantity surveying firm that offers cost planning and estimating services throughout Atlantic Canada and Ontario. The firm was established in 2012 by Mark Gardin, a professional quantity surveyor

## QSolv Inc.



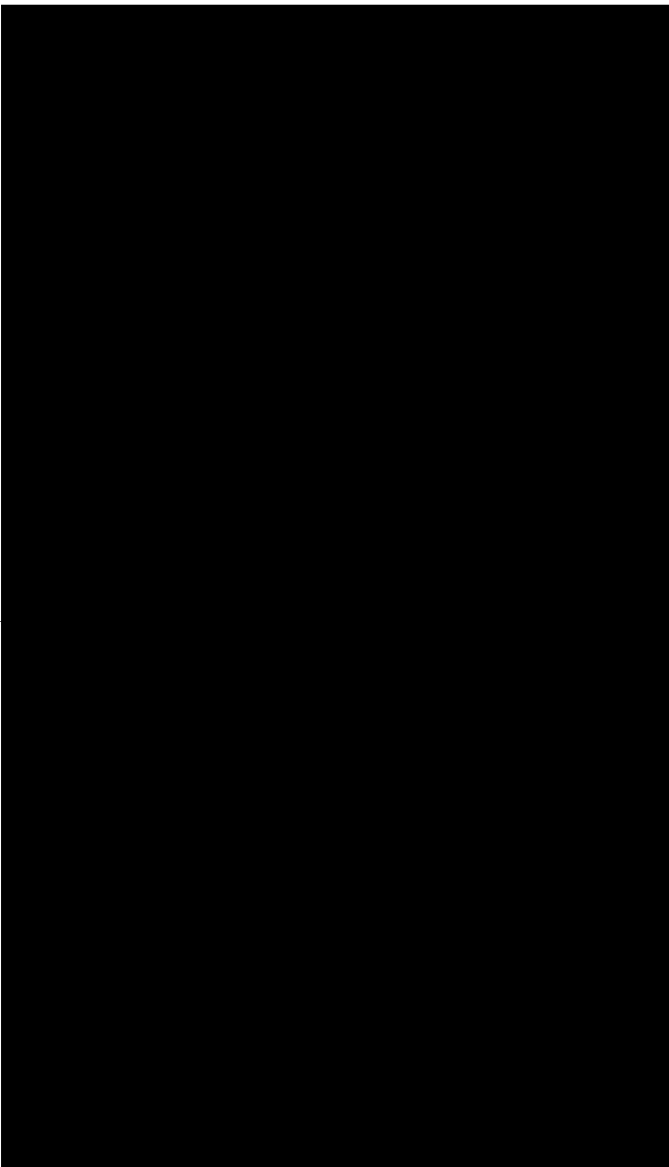
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QSolv's extensive cost database and knowledge of the local market complements their experience with many forms of infrastructure procurement and extensive recent experience with cost estimating and financial analysis of municipal recreation infrastructure projects.

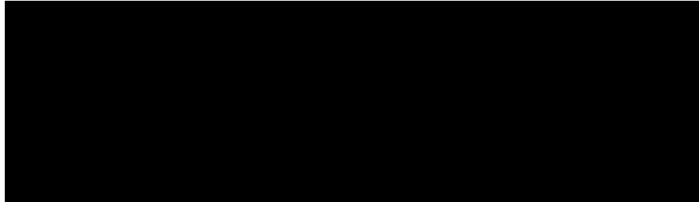
QSolv has completed cost estimating for several sports and aquatics facilities, including the \$30 million Mews Centre replacement facility, \$25 million Central Labrador YMCA in Happy Valley-Goose Bay and a financial feasibility studies for the proposed \$28 million Labrador City Recreation Centre. Each of these facilities were LAT49 projects and included multipurpose spaces, aquatics centres, fitness training areas and gymnasiums. QSolv is also involved with LAT49 in the Mount Allison University Athletic Centre redevelopment, having recently provided Class D estimating for the pre-design scope.

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s. 35 (1) (d)

QSolv has considerable experience with Memorial University,



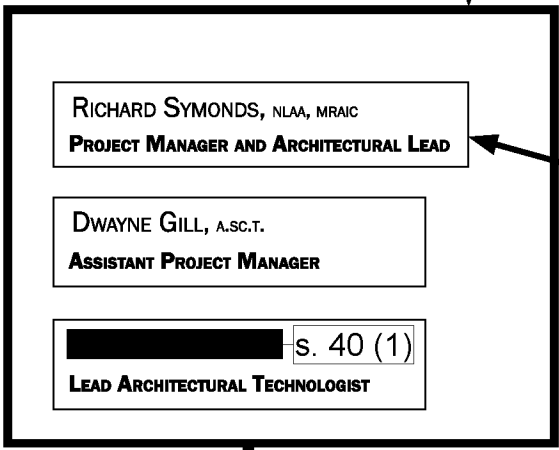
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## 2.3 Organizational Chart

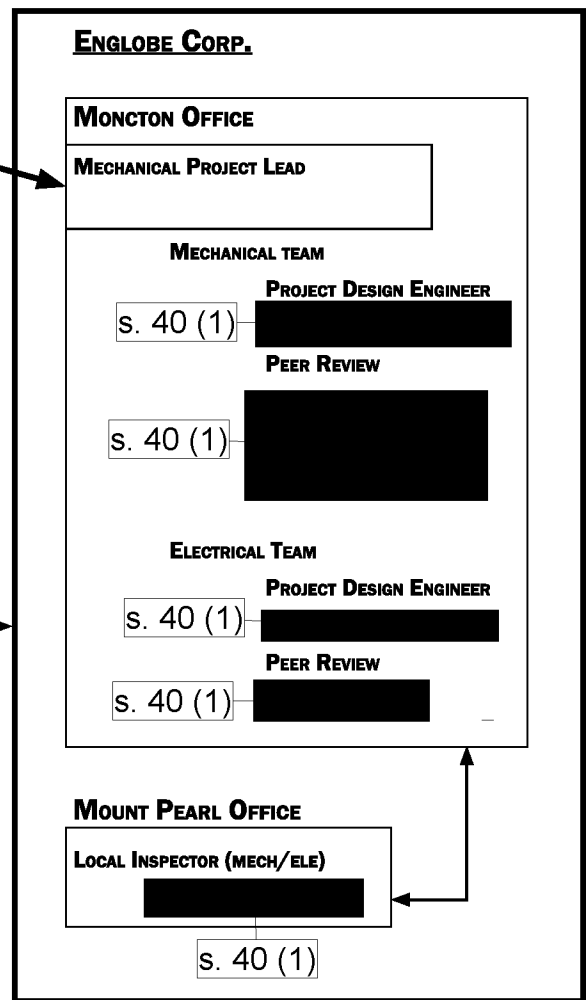
### Client Group

- Memorial University, Facilities Management
- The Works
- Municipalities Canada Games Committee

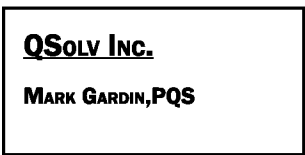
### Architect and Prime Consultant



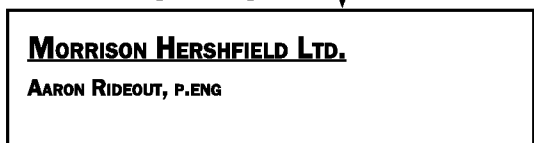
### Mechanical and Electrical Engineering



### Costing



### Structural Engineering



### 3. Past, Relevant Technical Experience

#### 3.1 Aquatics and Recreation

##### 3.1.1 Mount Allison University Athletic Centre Expansion and Redevelopment

LAT49 Architecture, Englobe Corp and QSolv are currently working with Mount Allison University on a proposed major renovation and expansion of their Athletic Centre, located at the Sackville, New Brunswick campus. The Athletic Centre was built in 1961 and contains a 25-meter swimming pool, large competition gymnasium, weight training facilities and Varsity team rooms, change rooms, staff offices and other associated support spaces.

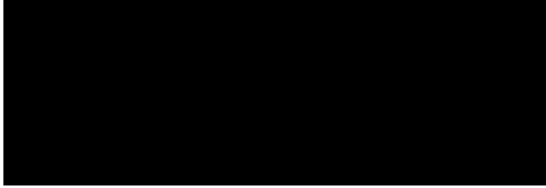
The building is approximately 5,100 m<sup>2</sup> in area, distributed over three levels of program space and a basement mechanical room. It is robustly constructed of cast-in-place concrete and structural steel with masonry cladding. The mechanical and electrical systems are mostly original to the building and all are in dire need of replacement. There are also numerous layout inefficiencies, owing to changes in function over the past 50 years, that the University wishes to resolve for the betterment of the student experience.

The project objective is to first consult with stakeholder groups to determine an ideal building program document and then to present options for the renovation and expansion to match the items on the stakeholder “wish list”. To date, the design team, lead by Richard Symonds, has completed several focus group sessions, developed a functional program and three distinct options for the proposed renovations, each with Class D estimates.

Estimated cost: +/- \$27,000,000 + HST

Construction schedule: Summer 2022 - Fall 2026

Client reference:

- 

s. 40 (1)

Proposal consultant team members involved:  
LAT49 Architecture, Englobe, QSolv

The next step is to finalize the program document based on feedback from the facilities management group and to bring the design concepts closer to the desired budget. Once a redevelopment option is chosen, the concept design stage will begin, with a focus on the ability to phase the construction so there is as little disruption to the athletic department’s operations as possible. This may involve temporary facilities or working with contractors to limit time on site to planned academic breaks or other shut-down periods.

In addition to generally slowing progress, the Covid pandemic has pushed certain aspects of the project to the forefront – namely the air change ability of larger assembly spaces, like the gymnasium. There is a proposal being considered to replace the air handling system for the gymnasium and weight room as soon as possible, before any other work is undertaken. To achieve this, the system will be designed by Englobe and coordinated by LAT49 to accommodate expected future design changes and other upgrading of the building, such as remedial structural work and hazardous materials abatement. All while maintaining a student presence in the facility.

### 3.1.2 The Central Labrador YMCA

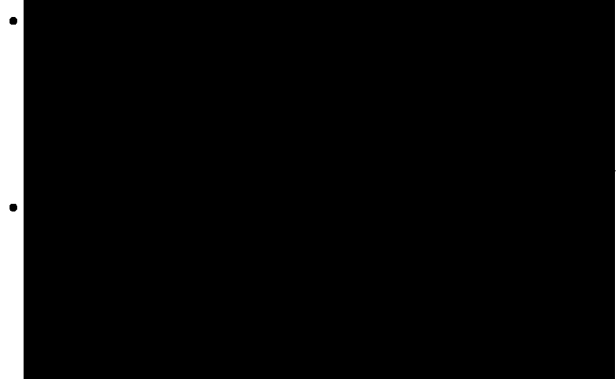
During the spring of 2014, LAT49 Architecture and QSolv began a three-phase study of the town of Happy Valley-Goose Bay's requirements for recreation facilities. Completed under the direction of Richard Symonds, the first phase of the study involved assessments of four buildings, including a 60-year-old swimming pool, estimated costs for maintenance and renovations over a period of 20 years, redevelopment scenarios with Class D estimates, and a net present value financial analysis of redevelopment options compared to maintaining the status quo.

The second phase involved a community engagement component consisting of a public survey, meetings with stakeholder groups and a design charette with the consultant group and participants from the community. The third phase of the study involved developing a program document and concept for a new wellness centre to replace all of the existing facilities, based on the feedback arising from the community engagement.

Construction cost: \$25,199,000 + HST

Construction schedule: May 2019 - February 2021

Client reference:

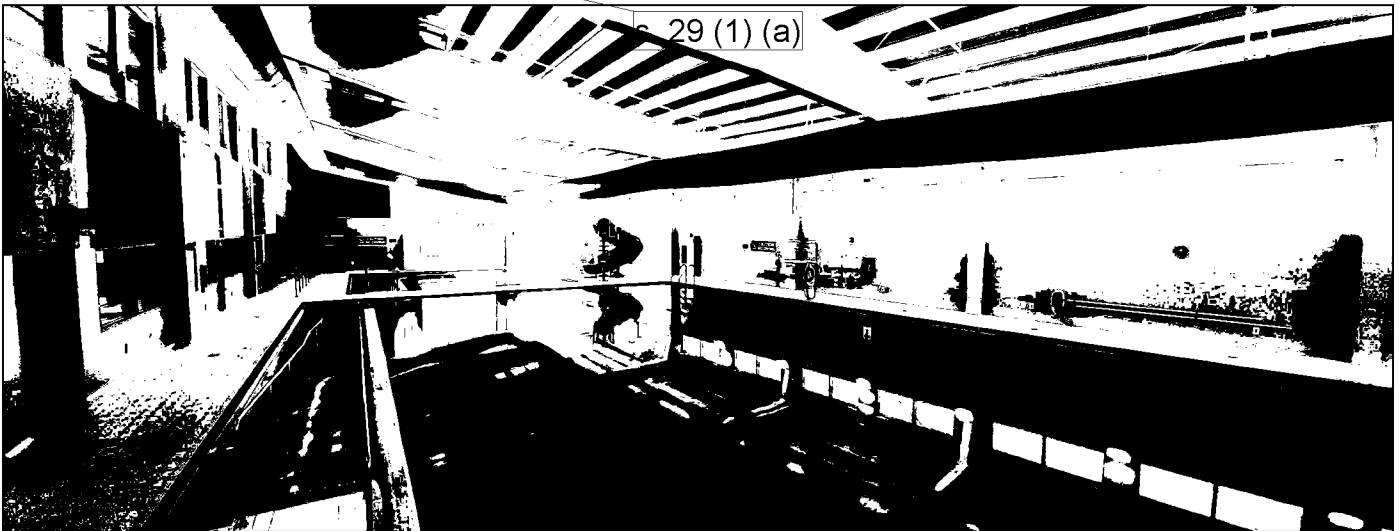


s. 40 (1)

Proposal consultant team members involved:

LAT49 Architecture, Englobe, QSolv

s. 29 (1) (a)



The aquatic centre with 25-meter accessible competition pool and shallow-water leisure pool, also accessible by ramp.

s. 40 (1)

Following an updated financial analysis by QSolv, it was decided to scale back the project and focus on renovating and maintaining the existing arena while planning for a new aquatics, gymnasium and fitness facility. This concept was fully developed by LAT49, and a Class C estimate produced for incorporation into a financial model comparing the operation of the facility under town management against a YMCA-run model.

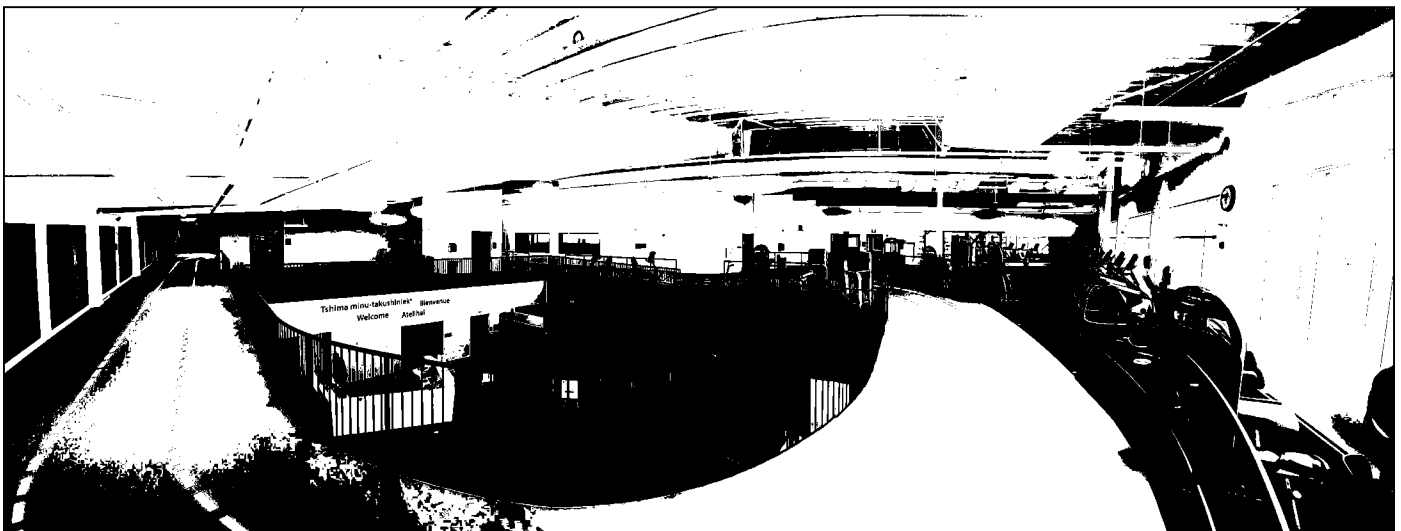
Eventually, the town decided to proceed with a YMCA-operated facility based on Richard's final concept. The budget was established at \$26 million and a separate consulting firm was engaged as *owners' representatives* to administer a design-build Request for Proposals for the project.

After a competitive bidding process, LAT49 Architecture and Englobe Corp., in partnership with Pomerleau Inc., were chosen to design and build the new facility. Richard was the design team lead responsible for the architectural scope and for co-ordinating the other disciplines. Chuck Edwards was Englobe's team leader.

[REDACTED] was included as part of the bid package in August of 2018. The design was further developed on an accelerated schedule during the fall and winter with IFC drawings issued in March and construction beginning in May 2019 on the new Central Labrador YMCA.

The entire project was completed in Autodesk Revit and LAT49 was responsible for modelling the site, structure, ductwork and lighting, in addition to all architectural elements. Angela Fillier was the lead technologist on the project.

The building is 5,000 m<sup>2</sup> with two levels of program space and a basement mechanical room. Program elements include a double-height public lobby, a 60-space licensed childcare centre, youth centre, strength and conditioning area, gymnasium, gymnastics room, martial arts studio, fitness studio, multipurpose rooms, a 150 meter walking track; a six-lane, 25 meter competition pool, a shallow-water leisure pool with a water slide, and male, female and inclusive change room facilities.



The level 2 walking track overlooks the main lobby and provides views throughout the facility.

### 3.1.3 The Marystown YMCA

The Marystown YMCA is the first building in Newfoundland and Labrador to achieve gold level certification under the LEED Canada for New Construction and Major Renovations (2009) ratings system.

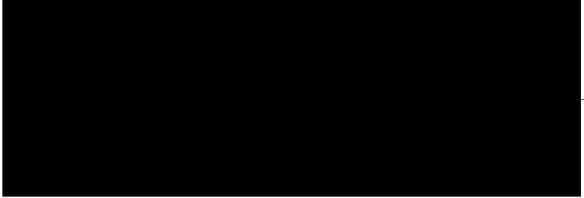
LAT49 Architecture was the prime consultants and Morrison Hershfield were the structural engineers. Richard Symonds was the lead architect and project manager for this \$13-million community aquatics and recreation centre owned by the Town of Marystown and operated by the YMCA. It is located on the main road through Marystown, a community of approximately 5,500 people.

Immediately adjacent to the centre is a large public green space and outdoor recreation area, which includes a soccer pitch, running track, softball diamond and a small skate park. A shallow meandering river runs parallel to the back of

Construction cost: \$12,999,145 + HST

Construction schedule: April 2014 - November 2015

Client:

- 

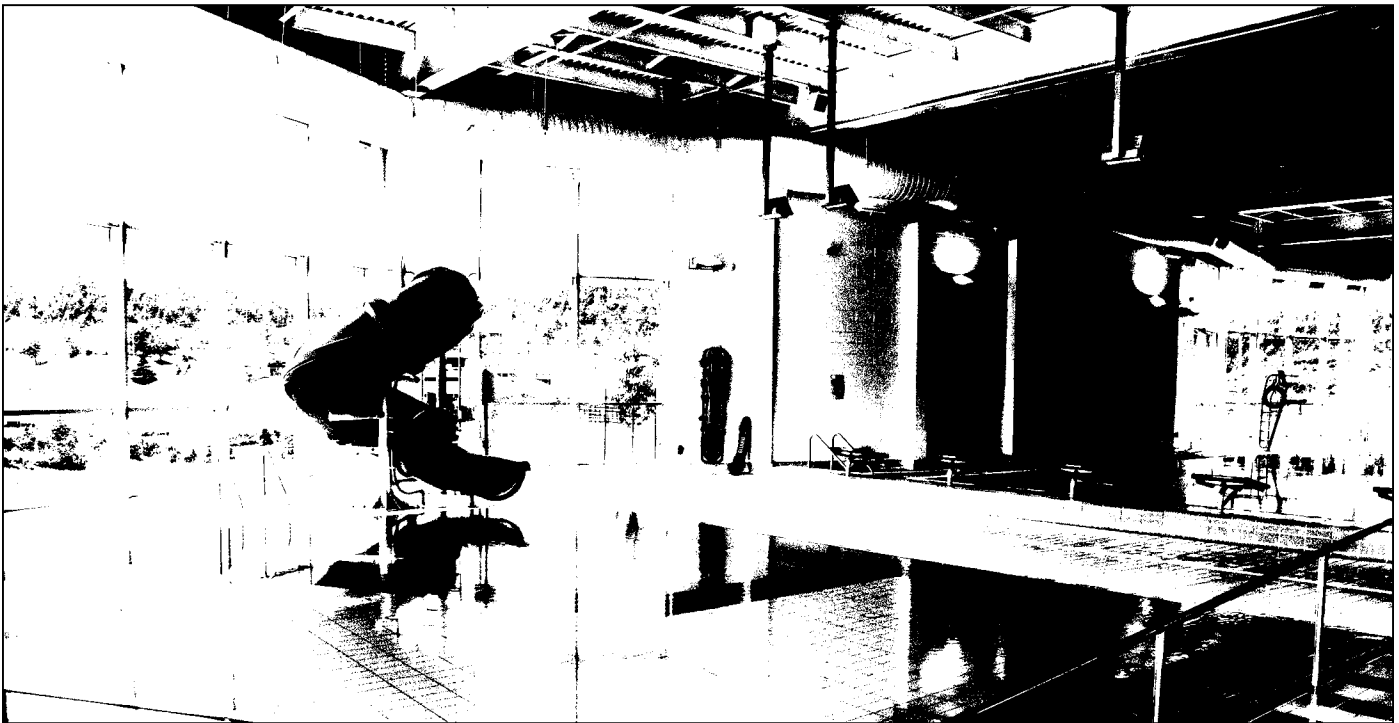
s. 40 (1)

Proposal consultant team members involved:

LAT49 Architecture, Morrison Hershfield

the building, separating it from the soccer pitch. The landscape design strives to naturalize the grounds, blending the site into the surrounding environment while providing pedestrian access to the outdoor recreation areas.

Once inside the 3,070 m<sup>2</sup> building, members and visitors walk through a double-height public



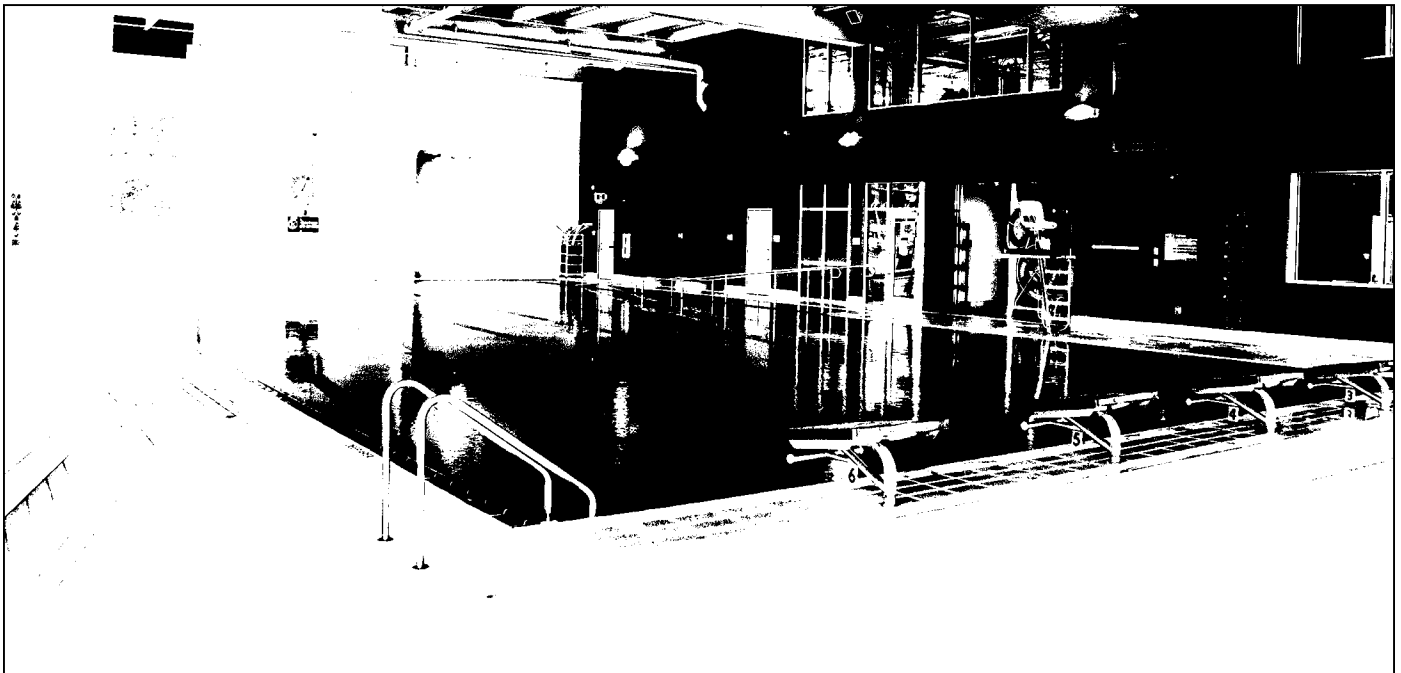
The shallow-water leisure pool (foreground) and main pool (background)

lobby. The bright, expansive space is the location of the member service desk and provides views into the aquatics area and up toward the second level walking track and fitness mezzanine. Continuous strip windows on the front elevation flood the area with natural light. Also opening onto the lobby is a 52 m<sup>2</sup> multipurpose room with a dedicated washroom; the YMCA uses the space to operate a childminding service for its members.

The aquatics centre contains a six-lane, 25-metre competition-ready swimming pool, a shallow-water leisure pool and an on-deck steam room. Both pool tanks and the surrounding deck are cast-in-place concrete with a cementitious, trowel-applied waterproofing membrane and porcelain tile finish. The pool circulation, filtration and disinfection systems are located in the basement and there is a full-height tunnel around the perimeter of each pool tank. The dehumidification unit was located on the roof immediately above the aquatics area to reduce construction costs.

The remainder of the facility features an indoor walking track, a 370 m<sup>2</sup> strength and conditioning centre and a 360 m<sup>2</sup> multipurpose gymnasium. There are three change rooms serving the aquatics and fitness programs: one male, one female and one inclusive (or family) change room with enclosed cubicles and a common locker area. There are barrier-free toilet and shower facilities in each change room, including a large private shower and washroom in the family changing area.

In terms of environmentally sustainable initiatives, the facility boasts numerous features, including geothermal heating and cooling systems, an energy recovery system for the pool, daylight harvesting and movement-activated lighting controls, LED lighting fixtures in most spaces, low-flow plumbing fixtures and on-site stormwater management and primary sewage treatment. The Actual Energy Use Intensity for the entire facility is 428 kilowatt hours per square metre.



The six-lane, 25 meter competition swimming pool

## 3.2 With Memorial University

### 3.2.1 Emera Innovation Exchange

Situated on Signal Hill, one of the most iconic and recognizable sites in Newfoundland, the Emera Innovation Exchange project consolidates non-academic hubs for innovation and learning into a public engagement facility. The original structure was well-known as the defunct Battery Hotel, that had been recently acquired by the university.

This project involved a programming exercise to determine the extent of the redevelopment, engagement with stakeholder groups through design charrettes and other facilitated sessions, interior demolition throughout the entire facility and the complete removal of the oldest wing of the building. LAT49 and Angela Fillier, in particular, oversaw the documentation of the existing building and development of construction drawings for the second phase of the project.

The firm also prepared a initial-phase demolition and hazardous materials abatement tender package. For the second phase, LAT49 worked with Dialog Design, but Angela remained

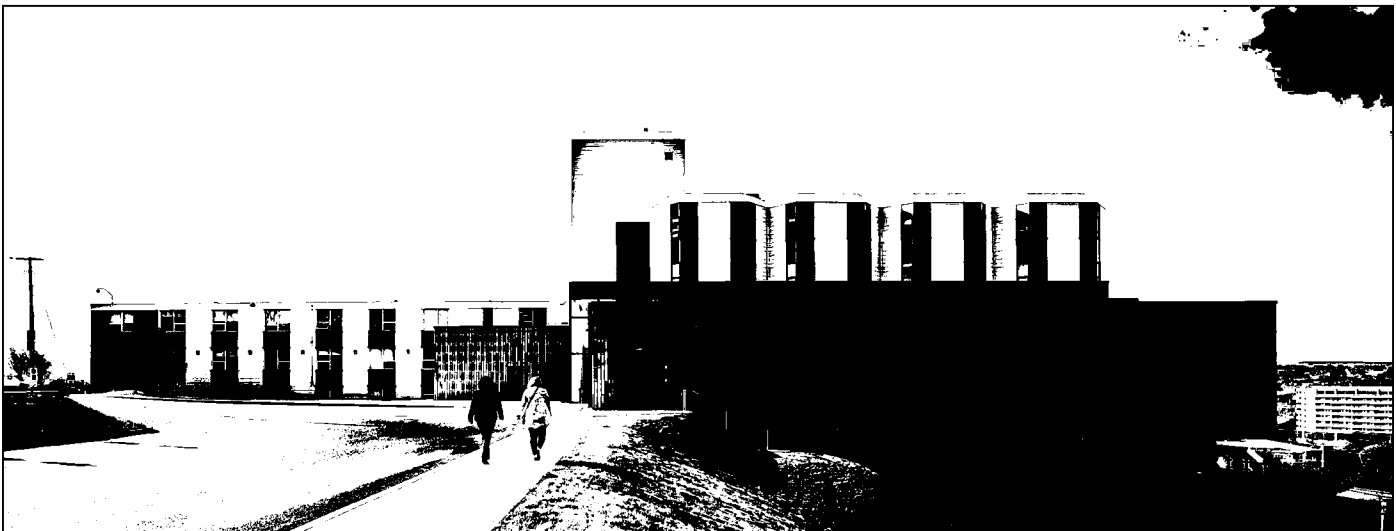
Construction cost: \$9,750,000 + HST

Construction schedule: Jan 2017 - Sept 2018

Proposal consultant team members involved:  
LAT49 Architecture, QSolv

responsible for the architectural tender package production. The extent of the redeveloped portion of the facility contains approximately 3,550 m<sup>2</sup> of renovated space over four levels, and a 1,210 m<sup>2</sup> two-storey addition.

This project exemplified LAT49's approach to zero-variance budgeting and quality control. Initially LAT49 was engaged by the university with the understanding that programming was complete and the project was to proceed into concept design. Upon award, it became clear that the program was inefficient and the allotted budget did not align with the real needs of the user groups. The consultant team was able to bring expectations in-line with financial realities and eventually deliver a facility approximately \$3.5 million under the initial estimate.



View of the extension with the original hotel tower in the background.

### 3.2.2 Holyrood Marine Research Base

The existing building at the Holyrood Marine Base is a 560 m<sup>2</sup> multi-use facility constructed in 2010. It provides a venue for practical and hands-on experience for students in a variety of degree and diploma programs, including marine environmental studies, marine biology, marine eco-tourism, diving and oil spill response.

In December 2016, LAT49 Architecture was awarded the prime consulting contract to provide basic core services and specialist consulting services for the design and construction of a new marine research base to be located in Holyrood, adjacent to the existing facility.

Similar to other projects for Memorial University, this project required the consultant group to complete the work in phases which were spread out over a number of years due to the review process and funding realities.

The new facility, which is currently under construction, contains large, high-bay workshops with wharf access to support academic and in-

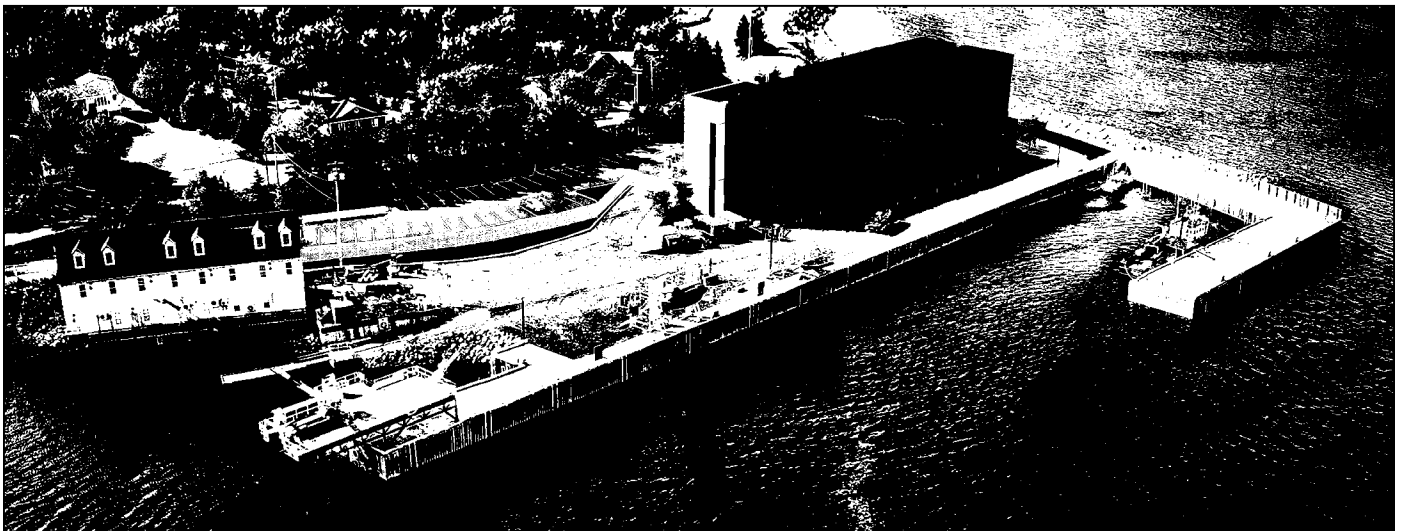
Construction cost: \$17,000,000 + HST

Construction schedule: Oct 2020 - Sept 2022

Proposal consultant team members involved:  
LAT49 Architecture, QSolv

dustry research, laboratories for electronic and computer activities, classrooms, conference rooms, office space, lounge space, and open space for community gathers, lectures and public events. The building addresses its proximity to the water while at the same time create a harmony with the existing structures in the surrounding community.

Sustainability, both from an environmental and operations point of view, was carefully considered during the design process. This facility is intended to be a diverse space offering room for teaching, applied research, fabrication, and community outreach. Once completed, the marine base is intended to connect to other Memorial University and secondary educational sites to provide space for collaboration and to foster innovation.



A rendering of the Holyrood facility

## 4. Project Approach and Understanding

### 4.1 Integrated Design Approach

LAT49 Architecture always use a comprehensive approach to their design work, whether it be an all-new building or renovations to ageing facilities. As prime consultant, LAT49 will engage the entire design team in decision making from the start of the project, beginning with an initial site assessment of the buildings, a review of the previous gap analysis reporting, and any and all stakeholder engagement sessions that Memorial University may deem necessary or otherwise suggest to be arranged.

The design team will remain connected and engaged in the design - and cognizant of Memorial's objectives - throughout the entire process, from the initial tasks described above, through design development, construction document preparation, tendering, contract administration and commissioning.

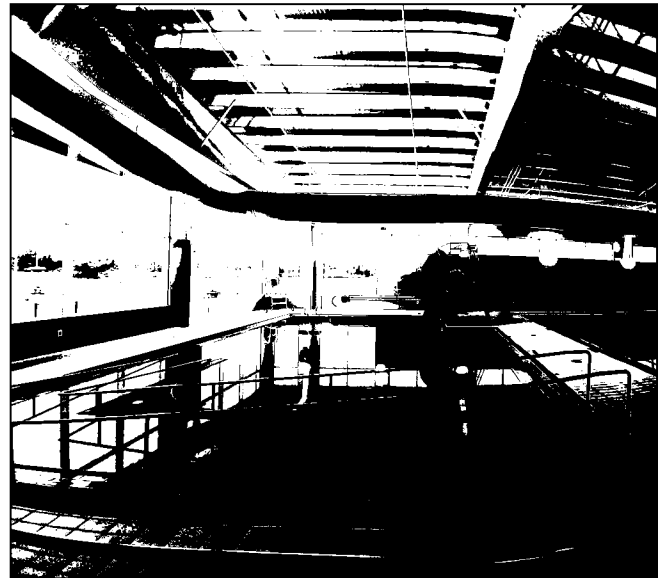
This comprehensive, holistic approach, bringing all disciplines and stakeholders to the table, is the very definition of integrated design.

The consultant team understand how Memorial University are endeavouring to standardize its approach related to the design of new buildings and infrastructure, and to apply, as much as possible, these standards to existing facilities. It is important that the mechanical and electrical engineers, the energy modeler and on-site facility management and maintenance staff are fully involved in the initial design phase, to ensure a complete 'buy-in' from the entire consultant and owner team.

Upon award, the design team will complete a thorough site visit and assessment, collecting

empirical data and also engaging with maintenance staff and facilities management in an effort to gain an anecdotal understanding of their experiences with the spaces and systems at the Aquarena, and to a lesser degree, the Field House.

Due to the age of the Aquarena, and the numerous changes that have been made over the past 45 years, it is expected that the facility does not meet the standards that Memorial University are working to achieve across campus. In consultation with the facilities management group, the design team will evaluate what can practically and economically be achieved in terms of upgrading systems and equipment to modern standards. Every effort will be made to do so, but it must be recognized that certain goals may be cost-prohibitive or even impossible to achieve. However, we do believe we can achieve the scope objectives listed in the proposal document to meet Canada Games standards, and as partially outlined in the following section.



Leisure pool at the Central Labrador YMCA

## 4.2 Understanding of Scope and Scheduling Approach

The consultant team understand that the objective of this project is to renovate the Aquarena and, to some degree, the Field House at Memorial University's St. John's campus to meet the sporting standards required of a Canada Games facility. The games will be held during the summer of 2025, but the majority of the renovations must be completed for simulated Canada Games standards training by the spring of 2024. Furthermore, both facilities must remain in operation for the duration of the renovation project, except for limited, short-duration shut-down periods for major work.

The team also understand that the scope of work listed in the request for proposals document, section 2.0, and clarified in addendum 1, is a guide and represents Memorial's best estimation of the actual work required to meet the Canada Games standards. The team understand that there may be additional items once the review and confirmation of the previous gap analysis reporting and the actual Canada Games published standards is completed by LAT49, Englobe and the remainder of the project team.

The focus of the project appears to be on building services, mainly air handling, ancillary pool mechanical equipment, electrical distribution and lighting. The architectural items listed in the scope of work, and in the gap analysis, are less invasive to the continued operation of the facility, but LAT49 appreciate that there will be architectural and structural implications associated with the mechanical and electrical upgrades, that will be thoroughly considered during the pre-design and design phases.

Accessibility for persons with disabilities will also be considered. The design team will review the current layout and determine what changes should be made, if any, to better provide universal access to all public areas. There is a mention in the request for proposals documentation of para sports and additional accessibility requirements for athletes with mobility issues or other disabilities. The team will ensure that all required accessibility standards are incorporated into the renovation work scope.

### Commentary on Selected Scope of Work Items

- Diving platform and spring board area

The gap analysis report identifies several deficiencies related to the existing diving equipment set-up, including missing boards and platforms, and conflicts with board locations and the water slide. The report states that the current mezzanine and diving tower structure is sound and can be reused to support new equipment as necessary.

The design team will complete their own structural review of the diving area to be sure the structures are safe and suitable for re-use. The team will also review the location and clearance issues between boards, as it may be possible to relocate some of the spring boards (those that are scheduled for replacement) to reduce the conflict with the water slide equipment. It may also be possible to reroute the water slide for continued use and enjoyment between the training sessions in 2024 and the actual games in 2025, rather than simply dismantling it.

- Aquarena air cushion, and zone valves and controls

According to the RFP appendices, the current air cushion system, consisting of air-compressor, tank, and electrically-actuated valves serving the current in-pool outlets is not operational and past its anticipated life. Since a functioning air cushion system is requirements for diving by the Canada Games standards, a complete new system would be designed.

The current system component appear to be larger than the room access and would need to be disassembled and, possibly, further reduced in size before removal. It is likely that the existing doorway will need to be enlarged to allow installation of the new equipment. During initial design evaluations, the consultant team will review the optimal path for equipment delivery into the space, in order to minimize disruption to the facility. Additionally, prior to detailed design, existing piping condition and capacity must be verified to ensure proper operation of the new system. Ideally, the new actuated valves can be connected to the existing piping system.

- Natatorium ventilation and dehumidification

Currently, the pool space (natatorium) has no means of mechanical refrigerant dehumidification. The air handler serving the space is original to the building's construction, its economizer has been disconnected and the fresh-air damper is opened or closed manually based on the conditions of the space on an as-needed basis.

The unit does not have any mechanical cooling or dehumidification capability and is currently

recirculating air back into the space. Due to inadequate exhaust, the natatorium space is positively pressurized which results in poor indoor air quality (i.e. a chlorine smell) in the surrounding office and fitness areas.

During the evaluation and design phase, the team will investigate all partitions between the pool area and the remainder of the facility, to see if there is a feasible architectural solution to improve environmental separation.

Supply air from the existing unit appears to be ducted within a bulkhead and supplied to the pool area through side-wall grilles above the mezzanine fitness area. As described in the building condition assessment reports provided, this causes comfort complaints from users of the fitness area due to warm and humid air being supplied through the fitness area on its way to the natatorium. Air is returned back to the unit by a single duct routed along the length of the pool with several return-air grilles.

Based on an initial review of the request for proposals documentation, the consultant team would propose to separate the natatorium from all other areas in the building so that it can be maintained at a slightly negative pressure relative to adjacent spaces. A new pool dehumidification and ventilation air handler, could be installed inside the building – coupled to an air-cooled glycol condenser, located outdoors, possibly on a stand. The new air handler would be capable of controlling the temperature, humidity, fresh-air, and exhaust air in the space using mechanical cooling and dehumidification.

To mitigate the potential of delivery delays and the resultant schedule impact for the contractor, it is possible to pre-order the dehumidification unit (as well as other major air handling equipment) early in the design phase. The consultant team can select the unit and create a purchase-only tender package for Memorial, allowing the units to be properly tendered in accordance with procurement policies.

The unit could be warehoused off-site until required. The tender package for the installation contractor would be written such that they would assume ownership of the unit upon contract award and be responsible for transportation to site, installation and continuation of the warranty.

Englobe and LAT49 are planning to do this exact same procedure later this fall for air handling units in Mount Allison's Athletic Centre.

In the Aquarena, to house the pool dehumidifier, a new service platform should be constructed above the fitness area space, similar to what is proposed in the building condition assessment reports. Ductwork could be routed from this space into the natatorium, down the length of the pool. The consultant team's design-intent will be to create an effective cross-flow ventilation system by strategic location of supply and return air grilles to introduce fresh-air near life-guard stations, and at the water's surface. This design approach will limit chloramine build-up on the water's surface, ensuring optimal air quality for users.

The new pool dehumidification system can incorporate an option to pre-heat outside air as well as pre-heat the pool water when the unit is in dehumidification mode, thereby providing energy savings during its operation.

Controls for this unit would be a combination of stand-alone, factory supplied controls integrated with the building automation system (BAS) with remote temperature and humidity sensors installed within the natatorium. Fresh-air and exhaust air amounts would be controlled and balanced to keep the pool area space slightly negative relative to the adjacent spaces in order to maintain indoor air quality within the building and to meet ASHRAE 62.1 requirements and provide an ability to purge the pool air during periods of high chemical treatment.

- Aquarena fitness area heat recovery and heating

The fitness area is currently ventilated using a supply air fan and an exhaust air fan, with no form of heat recovery or supply-air tempering. This type of system is difficult to control, especially during the winter months, and leads to high energy costs for heating.

The design team suggests installing a new heat recovery unit with new supply and exhaust ductwork. A supplemental electric duct-coil could be specified in the supply air duct for air tempering when required.

The ductless wall-mounted heat pumps, as referenced in the condition report and as operat-

ing in the other fitness areas, may not provide adequate means of dehumidification in spaces such as change rooms, locker areas and fitness rooms. Therefore, the design team propose to explore alternate ventilation strategies which would provide improved dehumidification capabilities, including remote-mounted ducted air conditioners, possibly coupled with the above-mentioned heat-recovery ventilator proposed to serve this space.

- Redundant pool circulation pump and motor

As noted in the supplied assessment reports, repair, replacement, and maintenance of the various pool system components are on-going and the systems are in relatively good condition. However, it was noted that there is no redundancy of the main circulation pump system to protect against unplanned shut-down of the pool, should a pump or motor fail or require service.

There are two options for creating redundancy. The first option, as presented in the reports, is to purchase a spare motor matching that of the pump currently in operation and to store it in the pump room. This option provides the lowest capital cost, but would necessitate pool system down-time if the operational pump were to fail, waiting for maintenance staff to replace the pump motor. Additional risk is presented if something were to cause the pump to fail that was not motor-related, such as an impeller or bearing failure.

The second option would be to have a back-up pump installed in parallel with the existing pump.

Should the first pump fail for any reason, the back-up pump would then auto-start to maintain pool system operation. This option is more costly, but would provide the facility with the greatest amount of comfort and redundancy. This is typically how a newly constructed pool would be set-up and the consultant team would recommend this the fully automated, redundant pump system option.

- Systems Energy Considerations

As noted in section 2.2.1.2 of this proposal, Englobe has in-house energy modelling resources. The energy modeler, Yves Savoie, will be an integral part of the design team and will collaborate with architectural, mechanical and electrical designers to create a thorough energy model to provide feedback to the design team, the University, and all stakeholders prior to and during design.

The existing building components and systems will be modelled based on available information from existing drawings, product manuals, descriptions provided by Memorial's staff, and site observations made by the design team. This baseline model will be calibrated using existing utility or energy consumption data (assuming such data exists) and submitted to the Facilities Management team for review and comment.

This model data will be compared to a second model based on the new design drawings and specifications for the proposed renovation. The new energy model will be updated and submitted with every major drawing submission milestone, demonstrating estimated post-renovation energy use.

- Aquarena Service and Distribution

As noted in the assessment reports included with the request for proposals documentation, the main electrical service entrance board and distribution equipment is severely corroded and at the end of its useful life. Replacement has been recommended.

The design team would propose to replace the entire distribution system and the electrical service entrance, except those parts that have been replaced in recent years. The exterior pad-mounted transformer and incoming feeders should also be replaced. In order to minimize down time, it is suggested that the work be completed in phases. All of the rough-in work can be completed first, without affecting the existing distribution that would remain operational. Other strategies to minimize facility down-time would include the installation of new junction boxes above future equipment locations, and installing new electrical panels adjacent to existing panels, prior to switching over circuits.

Exterior work like the new pad-mounted transformer and incoming feeders should be installed at a new location, away from the existing service, to enable a shorter interruption of the power service when the building is switched over from the old to new systems. The older infrastructure can be demolished after the new system is operational.

- Pool water surface and general area lighting

Lighting levels in the natatorium must comply

with the Canada Games hosting standards. It appears as though the assessment reports included with the request for proposals do not agree on the illumination levels in the pool area.

During the initial site visit and assessment, the consultant team will measure the lighting levels again, to establish the actual values.

Assuming there are issues with the lighting levels or distribution, the team would propose replace the existing fixtures with new suspended LED units. A simulation will be modelled to ensure the new lighting will meet the Canada Games standard for competition and the tender specifications will require the contractor to demonstrate that the installed products meet there requirements in situ, not just in theoretical modelling. During commissioning, the levels will be measured by the design team to verify the installer's values.

- Field House volleyball and basketball court lighting

The assessment reports mention a similar non-compliance issue with the Field House court lighting and that new fixtures are scheduled to be installed in the near future, outside of the scope of this project.

The consultant team can measure and verify these light levels as well, to ensure that the fixture replacement successfully resolved the current issues.



**ARCHITECTS LICENSING BOARD OF NEWFOUNDLAND AND LABRADOR**

**CERTIFICATE OF LICENSE**

Pursuant to the powers granted to it by the Architects Act 2008, the Architects Licensing Board of Newfoundland and Labrador has granted a Certificate of License to

**RICHARD SYMONDS, NLAA**

**LICENSE # 80**

The Holder of a Certificate of License is entitled to use the term

**ARCHITECT**

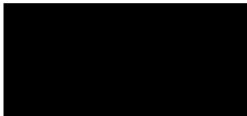
and offer and provide architectural services in his own name for projects intended for the Province of Newfoundland and Labrador.

The License Holder has also notified the Board that he directly supervises the offering and provision of architectural services by

***LAT49 Architecture Inc.  
683 Water Street, 2<sup>nd</sup> Floor  
St. John's, NL, A1E 1B5***

and therefore the License Holder may choose to offer and provide architectural services in the name of the firm.\*

This Certificate of License, unless sooner revoked, is valid until the 31<sup>st</sup> day of December 2021 dated at St. John's this 10<sup>th</sup> day of November 2020.



s. 40 (1)

**Greg Snow, NLAA  
ALBNL Registrar**



\*The License Holder may supervise only one firm and affiliated companies at one time and must advise the Board in advance when there is a change to the firm he/she supervises. *Certificate of License 01 19 2012*



# CERTIFICATE OF LIABILITY INSURANCE

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.**

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b> <b>LAT49 Architecture Inc.</b> <b>683 Water Street, 2nd Floor</b> <b>St. John's, NL</b> POSTAL CODE <b>A1E 1B5</b>	<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b> <b>LAT49 Architecture Inc.</b> <b>683 Water Street, 2nd Floor</b> <b>St. John's, NL</b> POSTAL CODE <b>A1E 1B5</b>
--	--

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)**  
**Issued as Confirmation of Coverage - FOR INFORMATION PURPOSES ONLY**  
**SEE ATTACHED REMARKS OVERFLOW**

**4. COVERAGES**  
 This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION  <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE  PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY  MEDICAL PAYMENTS  TENANTS LEGAL LIABILITY  POLLUTION LIABILITY EXTENSION  NON OWNED AUTOMOBILE		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> <b>Professional Liability</b>	<b>XL Specialty Insurance Company</b> <b>DPX9968118</b>	<b>2021/4/29</b>	<b>2022/4/29</b>	<b>Per Claim</b>		<b>5,000,000</b>
<input checked="" type="checkbox"/> <b>Professional Liability</b>	<b>XL Specialty Insurance Company</b> <b>DPX9968118</b>	<b>2021/4/29</b>	<b>2022/4/29</b>	<b>Aggregate</b>		<b>5,000,000</b>
<input type="checkbox"/>						

**5. CANCELLATION**  
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b> <b>Hub International Atlantic Limited</b> <b>500-77 Germain Street</b> <b>Saint John, NB</b> POSTAL CODE <b>E2L2E8</b>	<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (but only with respect to the operations of the Named Insured)
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<b>BROKER CLIENT ID: LAT4ARC001</b>		POSTAL CODE
<b>8. CERTIFICATE AUTHORIZATION</b> ISSUER <b>Hub International Atlantic Limited</b> AUTHORIZED REPRESENTATIVE	CONTACT NUMBER(S) TYPE <b>Phone</b> NO. <b>(877) 635-0760</b> TYPE <b>Fax</b> NO. <b>(506) 635-0741</b> TYPE NO. TYPE NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE <span style="border: 1px solid black; padding: 2px;">s. 40 (1)</span>	DATE <b>2021/5/6</b>	EMAIL ADDRESS



www.mun.ca

October 30, 2019

Mr. Torquil Duncan, P. Eng.  
Capital Management Ltd  
219 Herring Cove Road  
Halifax, NS  
B3P 1L3

Dear Mr. Duncan:

**Re: AQ-004-19, Aquarena, Sports Facilities Upgrades**

This letter will confirm retention of your firm to provide consulting services for this project as outlined in your proposal dated October 8, 2019. Enclosed is a signed copy of the Prime Consultant's Summary of Services. The fee for this work will be \$17,250.00 plus HST. All expenses will be reimbursed at cost. All drawings and sub-consultant reports must be submitted in electronic format on CD or DVD. Original, editable and workable file formats should be preserved where possible. Acceptability of PDF files will be at the discretion of Facilities Engineering & Development.

All correspondence is to reference **Project No. AQ-004-19** and be addressed to the project coordinator, **Jason Daniels**. A Purchase Order will follow shortly. All invoices must quote the Purchase Order No. and Project No. AQ-004-19 and be sent to the **Department of Facilities Management**:

Facilities Management  
c/o Administrative Services  
Memorial University  
St. John's, NL  
A1C 5S7

Please be advised that it is your responsibility to ensure that your specifications address MUN's equipment and policy standards with respect to the various trades. This will include, but is not limited to, items such as color coding, door hardware, controls, etc.


Regards,



s. 40 (1)

Keith Bowden, P. Eng.  
Director, Engineering & Development

KB/hc  
keith.bowden@mun.ca  
Enclosure

 <p><b>MEMORIAL UNIVERSITY</b> Department of Facilities Management</p>	<p><b>CONSULTANT ENGAGEMENT</b></p>
	Project No. <u>AQ00419</u>
	Project Name: Aquarena, Sports Facilities Upgrades
Consultant: <u>Capital Management Ltd</u> Consultant PM: Torquill Duncan Date Engaged: 11-Oct-19 Value of Engagement: \$ 19,837.50	Name of Subconsulting Firms:

**Prime Consultant's Summary of Services**

		Yes	No
3.1	Functional Program Development and Advisory Services	<input checked="" type="radio"/>	<input type="radio"/>
3.2	Concept Schematic Design (Basic Service)	<input checked="" type="radio"/>	<input type="radio"/>
3.3	Design Development (Basic Service)	<input type="radio"/>	<input checked="" type="radio"/>
3.4	Construction Contract Documents (Basic Service)	<input type="radio"/>	<input checked="" type="radio"/>
3.5	Bidding and Construction Contract Award	<input checked="" type="radio"/>	<input type="radio"/>
3.6	Construction Contract Administration (Basic Service)	<input checked="" type="radio"/>	<input type="radio"/>
3.7	Design Schedule (Basic Service)	<input type="radio"/>	<input checked="" type="radio"/>
3.8	Cost Control (Basic Service)	<input type="radio"/>	<input checked="" type="radio"/>
3.9	Sub-Consultants (Basic Service)	<input type="radio"/>	<input checked="" type="radio"/>
3.10	Resident Construction Supervision	<input type="radio"/>	<input checked="" type="radio"/>
3.11	Special Consulting Services	<input type="radio"/>	<input checked="" type="radio"/>
3.12	Professional Liability Insurance (minimum \$1,000,000)	<input type="radio"/>	<input checked="" type="radio"/>
3.13	Errors and Omissions	<input checked="" type="radio"/>	<input type="radio"/>

**Scope:**

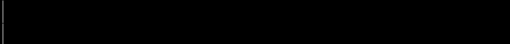

3.6 shall include a review of functional criteria provided by the owner and their impact on the physical infrastructure. This is interpreted in 3.6(a)(b (i,ii,iii,v)), (c (ii, iii,iv,vi,)) 3.13 shall be reduced to \$2,000,000 for CGL and Auto. Specialized Consulting Services (not otherwise defined) to deliver the scope of work identified in the proposal dated October 8, 2019.

**Conditions:**

Delivery of draft report by October 25, 2019

The Prime Consultant's Agreement can be found on Memorial University's web page under the Department of Facilities Management.  
[http://www.mun.ca/facman/construction/Prime\\_Consultants\\_Agreement.pdf](http://www.mun.ca/facman/construction/Prime_Consultants_Agreement.pdf).

Signature of this summary of service constitutes acceptance of the conditions of the Prime Consultant's Agreement and the fee proposal provided is inclusive of all costs associated with providing the services indicated above.

s. 40 (1)  Owner (Signature)	J. DANIELS Owner (Print)	OCT Date
s. 40 (1)  Prime Consultant (Signature)	Prime Consultant (Print)	Oct 11, 2019 Date



**Memorial**  
University of Newfoundland

**Purchase Order**

Number: P0155106

**THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES**

Date: November 14 2019

Page 1 of 1

**Vendor: Capital Management Engineering Ltd**  
  
219 Herring Cove Rd.  
Halifax, NS, B3P 1L3  
Canada

**Ship To:** Room: FM2032  
Facilities Management  
Memorial University of NL  
  
**Building:** Facilities Mana  
St.John's NL A1C 5S7  
Canada

**ATTN: Jason Daniels**

**Invoicing Address:**

MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
FACILITIES MANAGEMENT  
ACCOUNTS PAYABLE  
P.O. BOX 4200  
ST. JOHN'S, NL A1C 5S7  
CANADA

**Instructions to Suppliers:**

- All taxes must be shown separately
- All shipping charges MUST be identified separately if applicable
- If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below
- We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order.
- HST registration number R107690273

Item	Item Description	U/M	Quantity	Unit Price	Net Amt
1	AQ-004-19, Assessment of Aquarena & Fieldhouse	EA	1.00	17,250.00	17,250.00

**SHIPMENTS FROM OUTSIDE CANADA:**

PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.

PO Subtotal: 17,250.00  
Discount: 0.00  
Freight: 0.00  
Total Tax: 2,587.50  
PO Total: 19,837.50

**Contact: Facilities Management - Accounts**

**Phone: 709 864 8722**

**Required Date: November 13 2019**

**Additional Information:**

Oct. 8, 2019

Jason Daniels,  
Manager, Capital Projects  
Department of Facilities Management  
Memorial University of Newfoundland  
PO Box 4200  
St. John's, NL A1C 5S7

Via email: jdnaiels@mun.ca  
Our file no. 19010100

Dear Jason

Re: Condition Assessment and Gap analysis of  
Aquarena & Fieldhouse

In keeping with our recent conversation Capital Management Engineering (CMEL) is pleased to provide you with a proposal to complete a condition assessment and GAP analysis for the two facilities referenced above. The objective of the assessment is to determine the current condition of the facilities and determine if they meet the minimum functional criteria for operation as defined by MUN. In the event that specific aspects of the functional criteria are not met, determine the cost of adding the functionality to the respective facility.

We propose breaking the Project into three phases:

- 1) Assemble and review the background information
- 2) Complete a site assessment
- 3) Develop and deliver the report.

A detailed explanation of each phase is listed below:

### **Assemble and Review the Background Information**

Working with information supplied by the University, CMEL intends to identify the minimum functional criteria for each facility. Combining this information with the most recent asset management information from MUN's asset management database, we will develop a detailed check list of items which will need to be verified during a site assessment. The list will include the functional criteria based on the intended use as well as items where are considered critical for operation.

### **Site Assessment**

Using the major and critical component list and the minimum function criteria list, CMEL will complete a detailed assessment of the facilities. The assessment will be based on a visual assessment of the building and its components and will not include material testing or destructive testing. It is anticipated that all aspects of the facilities will be made accessible to enable a thorough assessment of the facilities. Information to support the GAP analysis<sup>1</sup> will be gathered. CMEL will accomplish this by using the minimum functional criteria check list developed in phase I. CMEL will identify whether or not the facilities meet all of the criteria and evaluate if the facility can support the required changes or additions to meet any of the missing functions.

<sup>1</sup> GAP analysis is a term used to identify the difference between the existing functionality and the required functionality of a facility.

1901100  
Aquarena / Field House Assessment  
Memorial University

As previously stated, the assessment is based on a visual assessment of the building and its components. In the event that it is obvious that additional assessment techniques are required that would include intrusive and or destructive assessment we will submit a request to MUN stating the reasoning supporting the request as well as a cost to complete the work.

**Report**

After completing the first two phases, CMEL will develop a report that will identify the current condition, identify the functional criteria that are currently being met and identify which criteria will require modifications or additions to the building. An estimate will be developed to identify the ongoing capital investment required to maintain the building suitable for its intended use including the addition the changes and or addition to meet the function criteria.

In determining the required capital investment required to maintain the current components, CMEL will categorize the expenditures based on reliance of operations and functionality. This categorization will produce a list of critical items to non-critical items to support prioritized capital investment.

**Schedule**

CMEL schedule a site visit within ten business days of the notice to proceed. In the meantime, CMEL will request and review the required background information in preparation for the site visit. We anticipate being on site with two or more assessors for two to three days. Following the site visit, CMEL will compile the information and produce the report within two weeks, targeting a delivery date on or before Oct. 31, 2019. If you have schedule requirements that differ from the above, please call us to discuss.

**Price**

We are please to offer our service for a total of \$17,250.00 plus any applicable tax. The price includes all travel and disbursements. Terms are net thirty days from invoice which will be delivered with the final report.

**Conclusion**

We trust that the proposal meets your requirements. Don't hesitate to call should you have questions or require changes to the proposed scope. Should you wish to proceed please sign the below or send as an e-mail with the proposal attached stating that you wish to proceed.

Yours sincerely



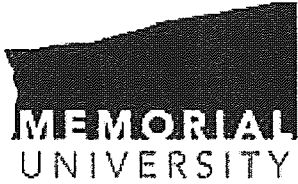
s. 40 (1)

Torquil Duncan, P. Eng.

Approval to Proceed

\_\_\_\_\_  
On behalf of MUN

\_\_\_\_\_  
Date



**Purchase Order**  
Number: P0184779

004-17-01-24

**THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES**

Date: **December 20, 2022** Page 1 of 1

<p><b>Vendor: Afonso Group Limited</b>  14 Robin Hood Bay Road St. John's, NL, A1A 5V3 Canada</p>	<p><b>Ships To:</b> Aquarena 17 Westerland Rd. Front Desk</p> <p><b>Building:</b> Aquarena St. John's NL A1B 3R7 Canada</p> <p><b>Attn:</b> Don Griffiths</p>
<p><b>Invoicing Address:</b>  MEMORIAL UNIVERSITY OF NEWFOUNDLAND FINANCIAL AND ADMINISTRATIVE SERVICES ACCOUNTS PAYABLE ST. JOHN'S, NL A1C 5S7 CANADA</p>	<p><b>Instructions to Suppliers:</b></p> <ul style="list-style-type: none"> <li>- All taxes must be shown separately</li> <li>- All shipping charges MUST be identified separately if applicable</li> <li>- If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below</li> <li>- We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order.</li> <li>- HST registration number R107690273</li> <li>- Each shipment must include packing slip</li> </ul>

Item	Commodity	Item Description	U/M	Desc	Qty	Unit Price	Net Amt
1		Aquarena Underslab investigation of storm & sanitary lines.	EA	EACH	1	\$3,500.00	\$3,500.00

**SHIPMENTS FROM OUTSIDE CANADA:**

**PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.**

PO Subtotal:	\$3,500.00
Discount:	\$0.00
Freight:	\$0.00
Tax:	\$525.00
<b>PO Total:</b>	<b>\$4,025.00</b>

Contact: Aquarena	Email:	Phone: 709 864 3784	Required Date: December 23 2022
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**Additional Information:**

FOAPAL: 380002 63015 75011 6300 |



November 9, 2021

LAT49 Architecture Inc.  
683 Water Street,  
2<sup>nd</sup> Floor  
St. John's, NL  
A1E 1B5

**REF: RFP-096-21 CANADA GAMES FACILITIES UPGRADE**

**PROJECT #: AQ-004-19**

Dear Ms. Symonds,

We are pleased to advise you that you have been successful on the above mentioned Open Call for the Lump Sum Award amount of **\$688,275.00 (HST included)**. All Terms and Conditions of the Open Call Document apply.

In accordance with the University Purchasing Policy, you must be in receipt of a Purchase Order, which will follow shortly, prior to the commencement of work, as well as the other provisions outlined in this letter below. All invoices must quote the Purchase Order No. and Project No. and must be sent to the attention of Facilities Management at the following address:

**Memorial University of Newfoundland  
Facilities Management  
Accounts Payable  
PO Box 4200  
St. John's, NL, A1C 5S7**

**OR via email: [fnadmin@mun.ca](mailto:fnadmin@mun.ca)**

Commencement of work on this project is conditional upon all required safety documentation being submitted and approved.

Memorial University of Newfoundland looks forward to working with you on this Open Call.

Sincerely,

A black rectangular box redacting the signature of Deanne Piercey.

s. 40 (1)

Deanne Piercey, B. Comm. SCMP Associate Director,  
Strategic Procurement

Cc: Jason Daniels, P.Eng., M.A.Sc., PMP Manager, Major Capital Projects  
Keith Bowden P.Eng. Director Engineering and Construction



**Purchase Order**

Number: **P0169960**

**THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES**

Date: **November 26, 2021**

Page 1 of 1

004-17-01-24

<p><b>Vendor: Lat49 Architecture Inc.</b></p> <p>683 Water Street 2nd floor St. John's, NL, A1E 1B5 Canada</p>	<p><b>Ships To:</b> Room: FM2031 Facilities Management Memorial University of NL</p> <p><b>Building:</b> Facilities Mana St. John's NL A1C 5S7 Canada</p> <p><b>Tender No:</b> AQ-004-19</p> <p><b>Attn:</b> Jason Daniels</p>
--	--

<p><b>Invoicing Address:</b></p> <p>MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACILITIES MANAGEMENT ACCOUNTS PAYABLE ST. JOHN'S, NL A1C 5S7 CANADA</p>	<p><b>Instructions to Suppliers:</b></p> <ul style="list-style-type: none"> <li>- All taxes must be shown separately</li> <li>- All shipping charges MUST be identified separately if applicable</li> <li>- If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below</li> <li>- We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order.</li> <li>- HST registration number R107690273</li> <li>- Each shipment must include packing slip</li> </ul>
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Item	Commodity	Item Description	U/M	Qty	Unit Price	Net Amt
1	C0009840	Canada Games Facilities Upgrade Agreement No: RFP-096-21	EA	1	\$598,500.00	\$598,500.00

**SHIPMENTS FROM OUTSIDE CANADA:**

**PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.**

PO Subtotal:	\$598,500.00
Discount:	\$0.00
Freight:	\$0.00
Tax:	\$89,775.00
PO Total:	\$688,275.00

<p><b>Contact:</b> Keith Field - Strategic Email: <a href="mailto:procurement@mun.ca">procurement@mun.ca</a> Phone: 709 864 4605</p>	<p><b>Required Date:</b> November 26 2021</p>
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Additional Information:



December 21, 2022

## The Works

Memorial University Recreation Complex Inc.  
17 Westerland Road  
St. John's, NL A1B 3R7  
Attention: Michael Beson, CPA, CGA, Manager of Finance

Subject: **Aquarena Entrance Foyer Addition - Geotechnical Investigation (Rev. 01)**  
Englobe reference: P2003297.011

Dear Michael:

Englobe Corp. (Englobe) is pleased to present our professional services proposal (e.g. "Proposal") to The Works - Memorial University Recreation Complex Inc. (the Client) to undertake a geotechnical investigation and separately under a different proposal for Lat49 Architecture Inc. a design consultation review at the Works Aquarena building located in St. John's, NL (e.g. "Project Site"). We understand that a geotechnical investigation is requested to assess the project site's subsurface conditions and provide a report and design consultation to facilitate the proposed design process described herein.

This proposal has been revised (e.g. Rev. 01) from our initial issuance dated December 8, 2022, upon request from Lat49 Architecture Inc. to separate the "phase 1 geotechnical investigation" scope of work and costing from the proposed/recommended "phase 2 consultant review" scope of work, and to address this "phase 1 geotechnical investigation" to the site Owner, e.g. the Works.

## 1 Geotechnical investigation and scope of work

Based on the proposed construction plans and from our recent correspondence with LAT49 and Morrison-Hirschfield, we understand that a 2-storey entrance foyer building addition is being proposed for the Aquarena. Owing to the unique free-span A-frame design of the Aquarena and the peculiar existing footing design which supports the A-frame structure, a more resilient review is required. This review would involve a more detailed soil-structure interaction review, which considers the interactions between three linked systems, namely: the structure, foundation and underlying soil.

In recognizing that the planned footings would likely be bearing on existing fill soils, it is crucial that the existing soil strength properties are understood to provide appropriate geotechnical design recommendations and guidance to the design team. The required geotechnical design parameters would be obtained via a field investigation program to include advancing boreholes, completing in situ testing of the soil and laboratory testing on select samples obtained from the boreholes.

The planned foundations for this development would potentially be bearing on existing fill soils in addition to bearing on and adjacent to the existing thrust foundation belonging to the Aquarena. Englobe cannot accept the warrant of existing fill left in place for any development work; however, we can quantify the potential risk and provide a risk-based guidance approach for which we would present design options for the design team to consider. The options would depend on the investigation findings. They could include

an evaluation of keeping the existing fill soil in place if sufficient strength is apparent based on the in-situ testing results, a limited existing fill removal and preparation, or complete removal of fills to natural ground.

From our prior discussion, we propose that four (4) boreholes be advanced within the proposed development area. Englobe has assumed a depth of drilling of approximately 5 m of soil based on existing borehole information completed for the existing pedway and Field House project (from NDI). Bedrock coring and sampling are not included herein and, in our assessment, are not required; therefore, presumptive bedrock parameters would be provided. Subsurface soil conditions will be tested and sampled in situ via the SPT testing method according to ASTM D1586: Standard Test Method For Standard Penetration Test (SPT) And Split-Barrel Sampling of Soils. We propose completing the SPT testing and soil sampling at a continuous interval versus depth within the soil stratum to maximize the factual information obtained from the investigation program. With the SPT testing and laboratory testing results, Englobe would employ industry-accepted practices to obtain the strength properties of the various layers encountered for which the geotechnical design recommendations would be based on.

As mentioned above, owing to the soil-structure interaction review process, we provide two (2) separate deliverable phases for this project:

- i. Phase 1: A standalone geotechnical investigation and report that would contain the factual findings of the investigation and general geotechnical recommendations which are to be included in this proposal; and,
- ii. Phase 2: A design consultant-led review to include supplemental geotechnical design-basis memorandums, which would specifically address the unique situation described here as the design process proceeds. This second phase of the work would be completed under a separate proposal for Lat49 Architechure Inc.

Based on the information provided, we provide the following scope of work requirements for the standalone geotechnical investigation work component:

- Completion of a field investigation program to consist of four (4) boreholes drilled until refusal (e.g. due to drilling refusal bedrock) while continuously completing SPT testing within each borehole;
- Completion of a laboratory testing program to consist of six (6) soil gradation analyses for soil classification and to characterize the engineering design parameters; and,
- Completion of a geotechnical report to include the factual results of the field conditions at the project site and provide geotechnical design recommendations. Our report will be organized with the items above in the following structure:
  - o Laboratory testing results of the field samples;
  - o Soil classification per ASTM standards;
  - o Groundwater levels;
  - o Depth of inferred bedrock;
  - o Site preparation;
  - o Temporary and permanent slopes;
  - o Structural fill and compaction requirements;
  - o Foundation design;
  - o Floor slabs;
  - o Parking and roadway areas; and,

- Borehole location plan.

The design consultant-led review component would be based on a consultant fee allowance and could include the following: Supplemental geotechnical design-basis memorandums, iterative review of structural design options, meetings and correspondence with the design team, and detailed settlement analysis. As mentioned above, and upon request by Lat49 Architecture Inc., this "phase 2 scope of work" would be completed under a separate proposal.

## 2 Geotechnical investigation work plan methodology

All fieldwork will be coordinated by geotechnical personnel from Englobe with the Client and their representatives as required.

The field investigation will be completed by drilling geotechnical boreholes. Groundwater monitoring wells will not be installed for this investigation. Englobe will hire, compensate and coordinate with a subcontractor to complete the field investigation. The drilled boreholes will be completed using a specialized track-mounted geotechnical drill rig provided by one of Englobe's preferred local subcontractors. The boreholes will be advanced utilizing the direct push method, and no bedrock coring will be provided with this method.

## 3 Project assumptions, excluded services and products, and services provided by the Client and Third Party(s)

All services which are not described herein are not part of this proposal. In addition to the investigation program described herein, our proposed work plan methodology assumes the following:

- Englobe will have full legal access and permission to the Site to complete the fieldwork and access to the Site granted to Englobe before site mobilization. We understand the Site is accessible to the equipment proposed for this investigation;
- Boreholes will be field located and referenced on a site plan using a surveyor's measuring tape and by referencing known site features. The surveying of the completed testing locations, including horizontal coordinates, and accurate elevation data, such as those produced by a professional land surveyor, is not included in this proposal. If provided by the Client's surveyor, the records would reference the surveying information at the marked testing locations completed for the investigation;
- It is possible that some disturbance associated with the movement of the equipment across the Site could occur in accessing the testing location. Englobe will attempt to minimize the disturbance associated with completing the fieldwork to any existing landscaping, curbs, pavements, sods, and forested areas. Any additional reinstatement costs, if required for this project, are not included herein;
- Underground public on-site utility clearances (water, power, telephone, cable, etc.) will be completed by Englobe before field mobilization. Englobe will coordinate with the site owner for the clearance of any private utilities;
- Reinstatement of the borehole locations will be limited to replacement with well sand materials or gravel materials if available on-site. The asphalt surface will be patched with cold patching materials.
- No allowance has been carried in this investigation for environmental sampling/testing of soil or groundwater.
- Final reports will be provided in PDF file format only to the Client. If hard copies are requested, these can be provided for a nominal extra fee to include administrative fees, printing and mailing/courier costs;
- All work will be completed in compliance with Englobe's Health, Safety and Quality policies and per

our NLCSA COR certification processes; and,

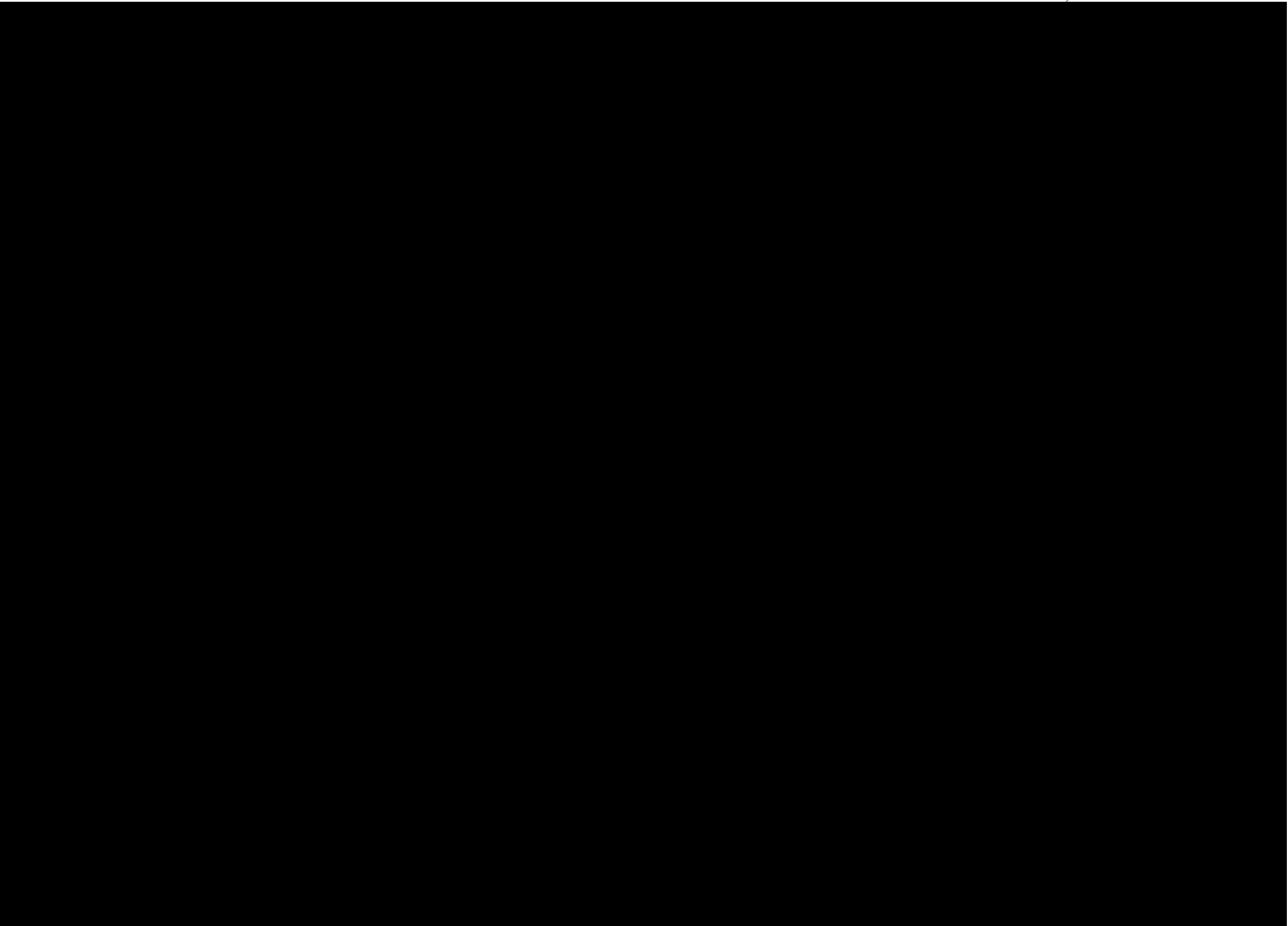
## 4 Schedule of services and deliverables

The fieldwork component of the Geotechnical Investigation has been priced as a single mobilization to the Site. Five to ten (5 to 10) workdays of advance notice are required to complete utility clearances and notify the subcontractor to mobilize to the Site.

About one (1) day is required to complete the field investigation. Based on the schedule above and the assumptions stated herein, we will be able to submit our Geotechnical Investigation report within two (2) weeks after the field investigation. However, intermediate observations can be provided on the day following the completion of the field investigation.

## 5 Proposed team and relevant experience

s. 29 (1) (a), s. 40 (1)





**Purchase Order**

Number: **P0184944**

**THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES**

Date: **December 21, 2022**

Page 1 of 1

004-17-01-24

<p><b>Vendor: Englobe Corp.</b></p> <p>39 Sagona Avenue Mount Pearl, NL, A1N 4P9 Canada</p>	<p><b>Ships To:</b> Aquarena 17 Westerland Rd. Front Desk</p> <p><b>Building:</b> Aquarena St. John's NL A1B 3R7 Canada</p> <p><b>Attn:</b> Ken Coffey</p>
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<p><b>Invoicing Address:</b></p> <p>MEMORIAL UNIVERSITY OF NEWFOUNDLAND FINANCIAL AND ADMINISTRATIVE SERVICES ACCOUNTS PAYABLE ST. JOHN'S, NL A1C 5S7 CANADA</p>	<p><b>Instructions to Suppliers:</b></p> <ul style="list-style-type: none"> <li>- All taxes must be shown separately</li> <li>- All shipping charges MUST be identified separately if applicable</li> <li>- If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below</li> <li>- We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order.</li> <li>- HST registration number R107690273</li> <li>- Each shipment must include packing slip</li> </ul>
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Item	Commodity	Item Description	U/M	Desc	Qty	Unit Price	Net Amt
1		Borehole testing at the Aquarena	EA	EACH	1	\$6,800.00	\$6,800.00

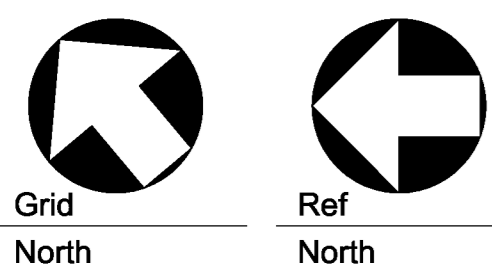
**SHIPMENTS FROM OUTSIDE CANADA:**

**PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.**

PO Subtotal:	\$6,800.00
Discount:	\$0.00
Freight:	\$0.00
Tax:	\$1,020.00
<b>PO Total:</b>	<b>\$7,820.00</b>

<b>Contact:</b> Aquarena	<b>Email:</b>	<b>Phone:</b> 709 864 3784	<b>Required Date:</b> December 21 2022
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<b>Additional Information:</b>	geotechnical work (borehole testing) to be done for the 2025 Canada Games project for FacMan.
<b>FOAPAL:</b>	380002 63015 75011 6300



No.	REVISION	DATE
B	Issued for 66 % Review	2023-01-16
A	Issued for Class B Estimate	2023-01-05

**GENERAL NOTES**

- DO NOT SCALE FROM DRAWINGS
- THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO SUBMISSION OF TENDERS.
- ALL DEFICIENCIES IN THIS DRAWING ARE TO BE BROUGHT TO THE ATTENTION OF THE FACILITIES ENGINEERING AND DEVELOPMENT OFFICE OF THE DEPARTMENT OF FACILITIES MANAGEMENT, MEMORIAL UNIVERSITY OF NEWFOUNDLAND, PRIOR TO THE SUBMISSION OF THE TENDERS.

**NOT FOR CONSTRUCTION**

ARCHITECT:



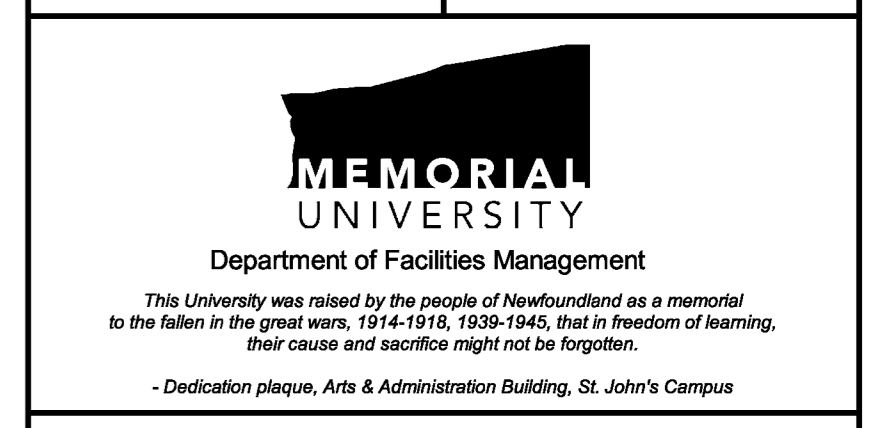
MECHANICAL & ELECTRICAL ENGINEER:



STRUCTURAL ENGINEER:



STAMP: PERMIT:



PROJECT NAME:  
**Canada Games Facilities Upgrade**  
**21-1669**

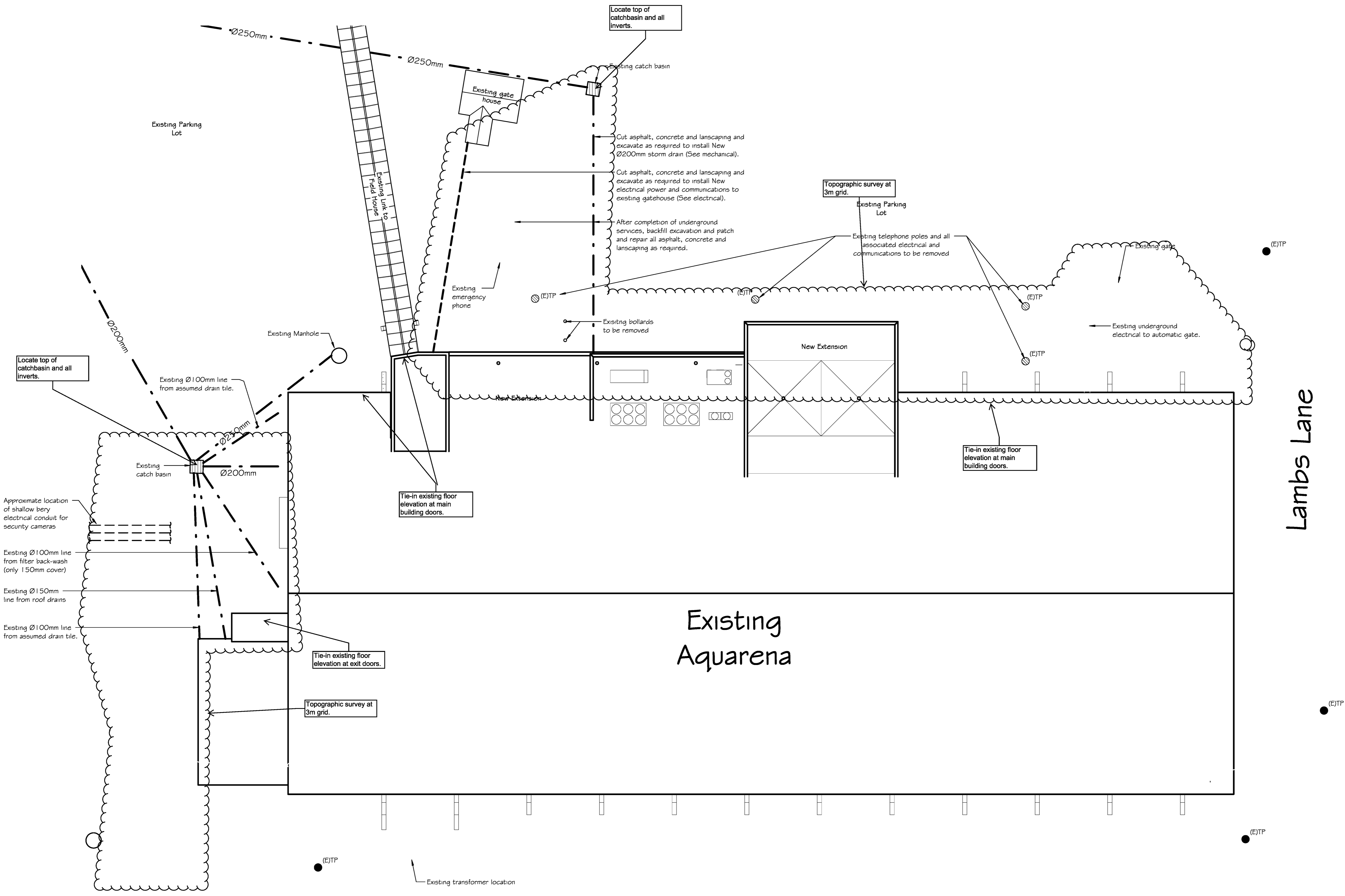
DRAWING TITLE:  
**Site Plan**

DESIGNED: RS DRAWN: GM

REVIEWED: DG APPROVED: RS

SCALE: 1 : 200 DATE: 22/02/21

MUN PROJECT No. **AQ-004-19** DRAWING No. **A-200**



## 6 Fees proposal

For the execution of this project, the value of our fees and expenses for the Geotechnical Investigation and associated laboratory testing will be for an upset limit based on the assumed quantities provided below in Table 1. for a borehole-type field investigation program:

**Table 1. Geotechnical Field Investigation - Project Fee Break Down (Upset Limit)**

Item Description	Unit Cost	Unit	Qty.	Subtotal
Englobe geotechnical investigation - Technician	\$ 85.00	Hr.	8	\$ 680.00
Englobe Vehicle Usage/Mileage (2 trips to site for locate review & 1 for investigation)	\$ 0.60	km	90	\$ 54.00
Drilling Contractor: Site Mobilization & drilling, including hourly rate (including 5% markup)	\$ 345.00	Hr.	8	\$ 2,760.00
Drilling Contractor: Consumable (backfill & cold patch)	\$ 85.00	Allow.	1	\$ 85.00
Englobe Laboratory Services: Soil gradation analysis	\$ 95.00	Ea.	6	\$ 570.00
Underground locates & reviews with MUN	\$ 750.00	Allow.	1	\$ 750.00
Englobe Geotechnical Investigation Report and Project Management	\$ 1,900.00	Allow.	1	\$ 1,900.00
Soil-structure interaction review with the structural team (Sr. geotechnical engineer @ \$130/hr, Peer/expert subject review @ \$165/hr) - provided under the phase 2 proposal to Lat49 Architecture Inc.	\$ 3,500.00	Allow.	0	\$ 0.00

Total Subcontractor Costs: \$2,845.00

Total Englobe Mileage & Expenses: \$54.00

Total Englobe Laboratory Costs: \$570.00

Total Englobe Professional Fees: \$3,330.00

***Geotechnical Investigation Upset Limit Est. Cost (Excluding HST): \$6,799.00***

Our fees proposal provides the standard level of effort as detailed herein required to carry out the geotechnical field investigation, laboratory testing, project management and reporting and is based on our current understanding of the project requirements and assumptions detailed herein. The fees proposal does not consider any unforeseen delays or disruptions en-route or leaving the Site, or if unforeseen delays not of our cause arise once mobilized to the Site, which should they occur, will be invoiced as additional expenses as they are incurred. Depending on the subsurface conditions encountered and the final development design requirements, additional site investigations (test pit and/or boreholes), laboratory testing and engineering beyond what has been allocated in this proposal may be required for any final design. Should it be warranted, the associated scope and cost for any additional work beyond that described in this proposal will be provided.

## 7 Invoicing and terms of payment

The full quoted cost of the Geotechnical Investigation will be due within thirty (30) days following submission of our reports and receipt of our invoices. Please contact us if there will be any issues regarding these terms of payment. Please identify in the "Read and Accepted Form" at the end of this proposal additional paying terms (e.g. pay-when-paid, etc.) and if the paying Client/Legal entity for invoicing and identification/attribution in the final Deliverable.

## 8 Validity of the Proposal

This proposal is valid for a period of 45 days from the date of the proposal.

## 9 Acceptance of the Proposal

We thank you for allowing us to submit our proposal and trust we will be granted the opportunity of participating to the execution of your Project. Should you accept our proposal, please note that our Services will be executed following the terms of this letter and per the attached Terms and Conditions, all of which constitute the official agreement between the two parties.

If you require additional information, please do not hesitate to contact us at our office.

Yours very truly,

Englobe Corp.



s. 40 (1)

Erich Lenz, PE, P.Eng.  
Sr. Geotechnical Engineer

Encl.: Appendices & Read and Accepted Form  
C.C.: Mount Pearl administration

### APPENDICES

Appendix A      Terms and conditions

READ AND ACCEPTED FORM

Signature



s. 40 (1)

Date: 2023-01-19

Name: Jayme Bastarache  
Title: Project Manager  
Company: Memorial University  
Phone number: 709-725-7063  
Email: jbastarache@mun.ca

Note: Please verify and indicate the appropriate name and address for invoicing.

Paying customer: The Works

If accurate, please check

Email (for invoicing purposes): mbeson@mun.ca

Modification:

Legal name for invoicing: Michael Beson

Invoicing address: 17 Westerland Rd, St. John's, NL A1B 3R7

# Appendix A Terms and conditions



**eNGLOBE**

For the purpose of these Terms and Conditions ("T&Cs"), Englobe Corp. shall be referred to as the "Service Provider".

**Clause 1 Acceptance**

- 1.1 The acceptance of the Proposal for Professional Services (the "Proposal") and/or the issuance of a purchase order by Client shall constitute Client's acceptance of these T&Cs. These T&Cs shall prevail over any additional or contradictory provision of a purchase order or other document submitted by Client. No amendment or waiver to these terms and conditions shall be valid unless evidenced in writing by a duly authorized representative of Service Provider. The acceptance of a purchase order or other document by Service Provider, or Service Provider's omission to oppose to additional or contradictory provisions on any purchase order or other document emanating from Client, shall not be interpreted as an acceptance of such provisions or a waiver by Service Provider of these Terms and Conditions.

**Clause 2 Service Provider Fees**

Except if otherwise stated in the proposal, payment terms for the Services shall be as follows:

- 2.1 Client shall pay Service Provider within 30 days from receipt of an invoice without any deduction, withholding, set-off or abatement whatsoever. All payments are to be made in Canadian currency. Any outstanding balance from and after such 30-day period shall bear interest at a rate of 1.5%, compounded monthly (19.56% per annum).
- 2.2 Client agrees to receive electronic invoices in lieu of paper invoices. Such invoices shall be sent to the email address indicated by Client on the execution page of the proposal.
- 2.3 Fees and other charges payable by Client are determined in accordance with Service Provider's rates in effect at the time the Services are performed, as described in the proposal. Reimbursable expenses include, but are not limited to, mileage, air fare, accommodation, vehicle rental, parking and meals.
- 2.4 Fees and other charges shall be net of GST, HST, QST, Value Added Tax, Provincial Sales Tax or any other similar taxes (the "Applicable Taxes"). Applicable Taxes, if any, shall be levied in addition to any fees or other charges payable by Client under the proposal and will be shown separately on each invoice. The parties shall not be responsible for income taxes and or other taxes owed by the other party.
- 2.5 Service Provider shall be entitled to recover all costs, interest and legal expenses it incurs in recovering any outstanding balance owed by Client, including any reasonable legal fees and disbursements, as well as an additional amount equal to 20 % of such outstanding balance, as liquidated damages (and not as a penalty).
- 2.6 Any request from Client following the issuance of a report or other Deliverable (meeting, court testimony, request for information, etc.) shall be invoiced at the rates determined by Service Provider, acting in its sole discretion. Service Provider's travel and other expenses, if any, shall also be invoiced to Client.

**Clause 3 Changes**

- 3.1 Client acknowledges that (i) changes to the Services; (ii) unforeseen circumstances or conditions; (iii) situations beyond a party's reasonable control; and (iv) changes to applicable laws or standards, may increase the costs incurred by Service Provider to perform the Services (individually, a "Change").
- 3.2 Service Provider undertakes to notify Client of any additional costs resulting from a Change that are necessary to complete the Project. Any Change shall result in a reasonable adjustment to Service Provider's fees and to the schedule for the provision of the Services, where applicable.
- 3.3 Client acknowledges and agrees that any request made to change the name of the entity being invoiced (as indicated in the body of the proposal) will result in it being charged a \$250 administration fee.

**Clause 4 Service Provider Obligations**

- 4.1 In performing the Services, Service Provider shall act in a professional manner, using the same degree of care and skill ordinarily exercised by members of the same professional and consistent with professional standards applicable to the same or similar Services, performed in conditions similar or the same to those of the Project site (the "Site").
- 4.2 Prior to performing any intrusive work (if applicable), Service Provider undertakes to apply for an underground structure locate report with the appropriate service provider. Service Provider shall not be liable for any loss or damage caused to the Site or to any underground structures not identified (or incorrectly identified) in the locate report and Client shall indemnify and hold Service Provider and its directors, officers, employees, agents, successors and assigns harmless from and against any and all costs arising out of, or resulting from the presence of such underground structures.
- 4.3 Service Provider shall make commercially reasonable efforts to minimize damages to the Site but does not guarantee that it will be returned to the same condition as it was prior to the work. All costs necessary to restore the Site to its original condition shall be borne by Client.
- 4.4 Service Provider shall make commercially reasonable efforts to minimize damages to the Site but does not guarantee that it will be returned to the same condition as it was prior to the work. All costs necessary to restore the Site to its original condition shall be borne by Client.
- 4.5 Service Provider shall not provide maintenance or support, nor shall it issue maintenance recommendations, with respect to the Deliverables.
- 4.6 Service Provider shall keep all records relevant to the Project for a period of 10 years following the provision of the Services. Such records shall be made available to Client upon written request.

**Clause 5 Client Obligations**

- 5.1 Client agrees to promptly provide Service Provider with any information relevant to the provision of the Services, including such information as that which Service Provider could not reasonably obtain pursuant to section 4.2, as well as any information which could have an impact on the safety of Service Provider's personnel (the "Data"). Client hereby represents and warrants that the Data is accurate and understands that Service Provider will be relying on such data to perform the Services.
- 5.2 Client shall provide Service Provider with access to the Site and procure and maintain all permits and licenses necessary for the performance of the Services.
- 5.3 Client shall take all necessary measures to ensure the safety of Service Provider's employees and representatives on the

Site. Where unpredictable conditions require Service Provider to take exceptional measures for the safety of its employees and representatives or for the public in general, Service Provider shall be entitled to act for and on behalf of Client with respect thereto and all costs resulting therefrom shall be borne by Client.

- 5.4 Client agrees to comment or accept within 10 days from their receipt any documents that Service Provider may submit for its review, failing which such documents shall be deemed accepted by Client.

**Clause 6 Liability and Indemnification**

- 6.1 Client acknowledges that the Services entail certain risks which may lead to disruptions including, without limitation, the temporary suspension of Client's business operations. Service Provider shall not be liable for any damages or costs arising out of, or relating to such temporary disruptions. Notwithstanding the foregoing, Service Provider shall remain liable for Client's material losses, where such losses result from Service Provider's gross negligence or willful misconduct.
- 6.2 Service Provider shall not be liable for any claims, damages or costs arising from the discovery of the presence, spill, release, escape or effects of radiation, radioactive or nuclear reactions, or the presence of radioactive, toxic or explosive substances, or hazardous substances or conditions, the presence of solid, liquid or gaseous pollutants or other contaminants of any kind on the Site. Client acknowledges that it shall remain fully liable and bear all costs related thereto.
- 6.3 In addition to the foregoing, Service Provider shall not be liable for (i) any defect or delay caused by Client or any third party (including, without limitation, delays in obtaining permits, licenses or authorizations); (ii) defects in any equipment supplied or designed by Client or a third party; (iii) any acts of Client, its employees and/or representatives, or that of others; (iv) any inaccuracy or error in the information or data provided or designed by Client or a third party; (v) damages to hardware (equipment, computers, software, etc.) provided by Client or a third party; (vi) underground structures identified or installed (or not) by Client or a third party; (vii) delays caused by any event beyond Service Provider's reasonable control; (viii) any Project decisions made by Client without Service Provider's prior consent; (ix) the distribution of documents or reports prepared by or on behalf of Service Provider for the exclusive use of Client (and Client undertakes to indemnify and hold Service Provider harmless from any liability with respect thereto); (x) an inaccurate estimate of costs and expenses, where such inaccuracy results from (a) the Project being constructed in more than one phase and/or more than one contractor; or (b) delays in transportation and/or financial difficulties of a major supplier or subcontractor retained by Service Provider; (xi) the choice of work methods, techniques, procedures, protocols and sequences, site supervision and safety and security precautions and programs; and (xii) the Project not achieving requirements of rating systems including, but not limited to, LEED®, Built Green™, or Green Globes®.
- 6.4 Service Provider's maximum liability under the proposal and these T&Cs shall not exceed the total amount of fees paid by Client to Service Provider hereunder. For the purposes of this paragraph 6.4, "Service Provider" shall be deemed to include Service Provider and its representatives, consultants, subcontractors, directors, officers, employees and affiliates.
- 6.5 To the extent permitted by applicable law, Service Provider shall in no event be liable for any special, consequential, indirect, moral or punitive damages relating to the proposal, these T&Cs or the Services rendered in connection therewith, despite the fact that Service Provider may have been informed of the possibility of such damages. This may include, but shall in no event be limited to, loss of use, income, or profits, increased construction costs, as well as any costs necessary for the reconstruction or repair.
- 6.6 Client undertakes to indemnify and hold Service Provider harmless for any loss or damage arising out of Client's breach of these T&Cs, or from the acts, omissions or negligence of Client, its employees, representatives, contractors or consultants.

**Clause 7 Insurance**

- 7.1 Service Provider undertakes to procure and maintain adequate insurance coverage (civil and professional liability) appropriate for the Services throughout the term of the proposal. If all or part of the Services are to be performed on Client or a third party's property, Client shall indemnify and hold Service Provider harmless against any claims relating to property damage, except where such damage results from Service Provider's gross negligence or willful misconduct. Client shall also cause Service Provider to be designated as an additional insured on its insurance policies and have its insurers waive their right of subrogation.
- 7.2 Service Provider represents that it is an employer in good standing regarding the requirements of the relevant health and safety regulations.

**Clause 8 Suspension / Termination**

- 8.1 Either party may terminate the proposal for convenience by giving the other party at least 30 days' prior written notice. If the proposal is terminated by Client, Service Provider shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the proposal, including, without limitation, reasonable demobilization costs and any third party penalties or charges.
- 8.2 If either party is in breach of any of its material obligations under the proposal or these T&Cs, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the defaulting party fails to remedy the breach within 10 days (or any longer period mutually agreed upon by the parties, such period not to exceed 30 days) after the date of delivery of such written notice, the proposal shall be terminated upon the expiry of the cure period. If the proposal is terminated as a result of Client's breach of its obligations, Service Provider shall be entitled to the payment of any and all costs associated with this early termination of the proposal, including, without limitation, reasonable demobilization costs and any third party penalties or charges, in addition to the payment of all the Services rendered up to the date of such termination.

Without limiting any of its other rights or remedies, Service Provider shall be entitled to suspend the performance of the Services upon written notice to Client if the Client fails to make any payment due hereunder and has failed to cure such

default within 10 days from its receipt of a non-payment notice. If the Services are suspended, Service Provider shall have the right to immediately assign its personnel to other projects without further notice to Client. The impact of any such suspension and remobilization shall be reflected in a Change in accordance with section 3.2 and shall be borne entirely by Client.

**Clause 9 Intellectual Property Rights**

- 9.1 Provided that it has paid any fees due to Service Provider hereunder, Client shall be entitled to a perpetual, non-exclusive and non-transferable (without sub-license rights) license in all plans, specifications, diagrams, reports and other documents (collectively referred to as the "Documentation") prepared by Service Provider for its use in the Project. For greater clarity, Service Provider is and shall remain the sole owner of the Documentation. Client may not modify, use, or otherwise permit the use of the Documentation for any other project, or for additional work related to the Project, without Service Provider's prior written consent. Any such request made by Client shall be subject to Service Provider being remunerated according to its rates in effect at the time of such request for consent. Service Provider is hereby released from any liability if the Documentation is used for purposes other than the Project, or if the Documentation is modified, in any way, or cited out of its context, without Service Provider's prior written consent. Client undertakes to defend and hold Service Provider harmless against any claims, damages or costs (including extrajudicial fees) resulting from the unauthorized use of said Documentation.
- 9.2 Service Provider shall be the sole owner of any discovery, invention and/or design, whether or not patentable or subject to copyright, developed in the course or in connection with the Project (collectively, the "Intellectual Property Rights"). Client hereby waives and assigns in favor of Service Provider all of its rights, including moral rights, if any, to which it may be entitled in or on the proceeds of the Services and further agrees to sign, or cause to be signed, all the documents required to enable Service Provider to confirm its Intellectual Property Rights. Without limiting the generality of the foregoing, Client acknowledges and agrees that any tax credit or tax incentive available to it as a result of activities which constitute "scientific research and experimental development" shall be for the sole benefit and claimed exclusively by Service Provider.

**Clause 10 Confidentiality**

- 10.1 All drawings, specifications, technical data, Documentation, Data and other information (including personal information, if any) provided by Service Provider to Client in connection with the Project are confidential ("Confidential Information"), shall remain the property of Service Provider and may not be copied or otherwise reproduced or used in any way except in connection with the Project. Client shall comply with all applicable laws respecting the protection of personal information, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada). Notwithstanding the foregoing, the following information shall not be considered Confidential Information for the purpose of the proposal and these T&Cs: (i) information known to the public other than through a breach of these T&Cs by Client; (ii) information developed by Client irrespective of its obligations hereunder; and (iii) information acquired by Client from a third party, except through the breach of a confidentiality or other similar agreement entered into between said third party and Service Provider.

**Clause 11 Non-Solicitation**

- 11.1 Throughout the term of the proposal and for a period of twelve (12) months thereafter, Client undertakes not to solicit, incite, recruit or otherwise encourage an employee of Service Provider to terminate its employment with Service Provider, whether directly or indirectly, alone or through others and for its own benefit or that of another person or entity. Notwithstanding the foregoing, Client shall not be prohibited from recruiting an employee of Service Provider who submits an application in response to a job posting that is not specifically directed to Service Provider and its employees. Client acknowledges and agrees that its failure to comply with this covenant shall result in it having to pay Service Provider an amount equal to twelve (12) months of full-time billing of this person at the rates in effect at the time of such illegal solicitation. In addition to the above, Service Provider also reserves any other rights and remedies it may have under applicable law, including injunctive relief.

**Clause 12 General Provisions**

- 12.1 Service Provider reserves the right to subcontract all or any portion of the Services. Service Provider makes no representation or warranty, express or implied, with respect to the Services or the Deliverables other than as explicitly set forth herein.
- 12.2 Client shall not assign or transfer any of its interests or obligations under the proposal or these T&Cs without Service Provider's prior written consent.
- 12.3 Service Provider and Client are independent contractors and nothing herein shall be construed as creating an employee or agency relationship, franchise, joint venture or partnership of any nature whatsoever between Service Provider and Client.
- 12.4 The Proposal and these T&Cs shall be governed and interpreted in accordance with laws applicable in the jurisdiction in which the Project is located.

Service Provider reserves the right to broadcast any promotional communications (press releases, traditional and web advertising, brochures, project sheets, social media, etc.) relating to the Services, unless Client has expressly stated its disagreement in writing

# Appendix B Name goes here

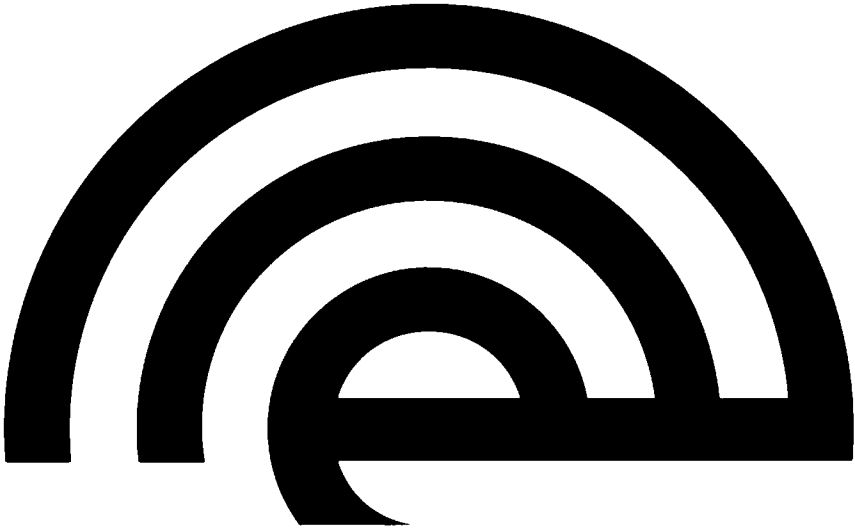
Subtitle



**eNGLOBE**

# Appendix C Name goes here

Subtitle



**eNGLOBE**

# Additional Services 1



Project Name: Aquarena Canada Games Upgrades	MUN Project #:	AQ-004-19
AS Prepared By: J. Bastarache	MUN FOAPAL:	900077
Date AS Issued: 2023-03-27	MUN PO:	PO169960

### ADDITIONAL SERVICES AS 1

The owner has agreed to the changes documented in the contemplated additional services attached and listed below, and the owner has accepted these offers. These signed additional services notices therefore constitute changes to the contract.

The purpose of this document is to assign a change order number to these changes for the purposes of tracking the changes and to recalculate the contract price and time to reflect these changes.

Consultant: Lat49

AS Item	Additional Services Item Description	Value of Item	Change in Cal. Days	Check if Accepted	
1	Fee increase for scope expansion	\$ 535,709.00	183.5	X	
<b>Expenses Assigned To Date</b>		\$ -	\$ 535,709.00	183.5	1
<b>Expenses Available</b>		\$ -			
<b>Expenses Used For AS 1</b>					
<b>Sub-Total of Changes in Contract Price</b>		\$ 535,709.00			

<b>Previously Issued Additional Services (Total)</b>	\$ -
<b>Original Contract Price, Without Tax</b>	\$ 598,500.00
<b>Date for Substantial Performance (Original)</b>	
<b>Date of Latest Substantial Performance</b>	
<b>Revised Contract Price (Without Tax)</b>	\$ 1,134,209.00

Recommended for Approval Date March 27, 2023

Departmental Approval s. 40 (1) Date March 27, 2023



Department of Facilities Management

**Approval to Exceed Change Order Limit**  
Pursuant to Section 15(2) of the Public Procurement Regulations

1. Name of University Department requesting exceedance approval: Department of Facilities Management

2. Purchase Order No PO169960 Contract Title/Description: Consulting Services

Canada Games Facilities Upgrade, Agreement No: RFP-096-21

3. Name and Address of contractor, supplier or lessor:

Lat49 Architecture Inc., 683 Water Street, 2nd floor, St. John's, NL, A1E 1B5, Canada

4. Original Contract Price: \$598,500.00 (CDN)(excl. taxes) Award /PO date: Nov 26, 2021

5. Current change order limit: X 10%  \$15,000

6. Estimated amount of contract completed to date (for construction/renovation contracts): .50 %

7. Number of approved change orders to date: 0 Remaining balance on change order limit: \$59,850

8. Requested total change order limit (\$ where current limit is \$15,000, % for other): 89.5% (\$535,709.00)

9. Reasons why PPA limits are being exceeded:

The work cannot reasonably be extracted from the current engagement for execution by any other party.

10. Reasons why specific amount in line 8 is being requested:

The magnitude of the original scope has significantly increased resulting in an increased amount of consultation and quantity of design required to deliver the minimum requirements for the Canada Games venues. The original scope of work was on the order of \$10M and is now in excess of \$20M.

11. Dean/Director/Dept.Head

President or delegate:

[Redacted Signature] s. 40 (1)

[Redacted Signature] s. 40 (1)

Signature

Signature

Mike Faxon  
Name (please print)

May 16/23  
Date:

May 16/2023  
Date:

Date:

# Requisition Request

Project Coordinator: JAYME BASTARACHE  
 Project Number and Name: AQ-004-19 AQUARENA SPORT FACILITIES UPGRADES 2025 CGS  
 FOAPAL: 900077  
 Vendor: LeDREW'S DOMESTIC MOVING & STORAGE LTD.  
 Vendor Email: [sjefferson@domesticmoving.ca](mailto:sjefferson@domesticmoving.ca)  
 Special Instructions:

Item	Quantity	Description	Price(each)
1		Standing Offer utilized for moving offices, items and equipment out of Aquarnea, for major renovations for the 2025 Canada Games	\$9,980.00
2			\$0.00
3			\$0.00
4			\$0.00
<b>Total(Before Tax)</b>			<b>\$9,980.00</b>

Standing Offer (Y/N):

Standing Offer TMF #:

### Quotation Summary

Sole Supplier (Y/N):

"Yes" provide reason:

Quote	Supplier	Quote Amount

### Backup Requirements:

Commodity	Threshold	3 Quotations	Determine Fair Price
Goods	< \$10,000	\$2.5K - \$10K	<\$2,500
Services (excluding eng & arch services)	< \$50,000	\$10K - \$50K	<\$10,000
Engineering & Architectural Services	< \$100,00	\$20K - \$100K	<\$20,000
Public Works			
Lease of Space (Contract Value)			

**LeDrew's Domestic  
Moving & Storage Ltd.**

111 Blackmarsh Road  
St. John's, NL A1E 1S6

Toll Free: 1-800-563-5288  
Tel: (709) 747 5188  
Fax: (709) 747 2234



Agent for Allied Van Lines

004-17-01-24

July 19, 2023

jbastarache@mun.ca

Memorial University of Newfoundland  
Facilities Engineering & Development

Re: AQ-004-19  
Attention: Jayme Bastarache

Dear Jayme

We are pleased to present our estimated costs and service based on the scoop of work indicated in your email for move service at the Aquarena

**Moving service**

1. Relocate offices within the Aquarena into the Field House and HKR building (10 offices +/-)
2. Move Pool related items to a separate building on campus (everything on pool deck)
3. Move maintenance related items from the Aquarena to a separate building on campus
4. Move files from science building to Print Services

Standing offer rates

2 men /1 truck	= \$ 96.00
2 men/ 1 truck	= \$ 96.00
Each additional man \$29.00 /ea x 2	= \$ 58.00
Total hourly rate	= \$ 250.00

**Our estimated cost would be as follows based on the Standing Offer agreement for 6 men /2 truck.**

<b>36 hours @ \$250.00</b>	<b>= \$ 9,000.00</b>
<b>Supply 350 – 2 cus</b>	<b>= \$ 980.00</b>
<b>Sub Total</b>	<b>= \$ 9,980.00</b>
<b>HST</b>	<b>= \$ 1,497.00</b>
<b>Total</b>	<b>= \$ 11,477.00</b>

Please note this estimate does not include any additional cost for labor, material, or equipment due to additions to the FFE List for relocation, additional amendments to the scope of work for transition service or unforeseen delays. From our previous experience with the CORE Science Facility move, even though we had the ability to have a walk through on site prior to quoting, there was still a 30 percent cost overrun due to additions to the scope of work, delays, and unforeseen circumstances.

Yours sincerely



s. 40 (1)

President and General Manager

# Additional Services 2



004-17-01-24

Project Name: Aquarena Sport Facilities Upgrades 2025 Can MUN Project #:	AQ-004-19
AS Prepared By: Jayme Bastarache	MUN FOAPAL: 900077
Date AS Issued: 2023-08-03	MUN PO: PO169960

### ADDITIONAL SERVICES AS 2

The owner has agreed to the changes documented in the contemplated additional services attached and listed below, and the owner has accepted these offers. These signed additional services notices therefore constitute changes to the contract.

The purpose of this document is to assign a change order number to these changes for the purposes of tracking the changes and to recalculate the contract price and time to reflect these changes.

**Consultant: Lat49 Architecture Ltd.**

AS Item	Additional Services Item Description	Value of Item	Change in Days	Check if Accepted
1	Correction to AS-1 Fees	\$ 25,000.00	0	X
<b>Expenses Assigned To Date</b>		\$ -	0	1
<b>Expenses Available</b>		\$ 25,000.00		
<b>Expenses Used For AS 2</b>				
<b>Sub-Total of Changes in Contract Price</b>		\$ 25,000.00		

<b>Previously Issued Additional Services (Total)</b>	\$ 535,709.00	
<b>Original Contract Price, Without Tax</b>	\$ 598,500.00	
<b>Date for Substantial Performance (Original)</b>		2024-09-11
<b>Date of Latest Substantial Performance</b>		2025-05-30
<b>Revised Contract Price (Without Tax)</b>	\$ 1,159,209.00	

<b>Recommended for Approval</b>	[Redacted] s. 40 (1)	<b>Date</b>	2023-08-03
<b>Departmental Approval</b>	[Redacted]	<b>Date</b>	August 4, 2023

**From:** Bastarache Jayme  
**To:** "Richard Symonds"  
**Cc:** Foley, Michael; Daniels, Jason; Dwayne Gill  
**Subject:** RE: AQ-004-19 Consultant Fee Discussion (Part 2)  
**Date:** Tuesday, July 18, 2023 4:55:00 PM

Good afternoon Richard,

We are pleased to accept your counter offer. An Additional Services will be created over the next couple days and sent for approval.

For the Engineers site visits from New Brunswick, lets ensure we discuss prior to, to ensure site visits are needed so that the allowance is not negatively impacted.

Thanks so much,  
Jayme

JAYME BASTARACHE PROJECT MANAGER, MAJOR CAPITAL  
Facilities Engineering & Development Memorial University of Newfoundland  
T 709 864 3175 M [REDACTED]  
[www.mun.ca/facman](http://www.mun.ca/facman)

s. 40 (1)

**From:** Richard Symonds <r.symonds@lat49.ca>  
**Sent:** Friday, July 14, 2023 11:56 AM  
**To:** Bastarache Jayme <jbastarache@mun.ca>  
**Cc:** Foley, Michael <michaelf@mun.ca>; Daniels, Jason <jdaniels@mun.ca>; Dwayne Gill <d.gill@lat49.ca>  
**Subject:** RE: AQ-004-19 Consultant Fee Discussion (Part 2)

Hello Jayme,

We received AS#1 from procurement with the increase to \$1,134,209 + HST on Tuesday. As per our recent correspondence and your email below, I understand that MUN will issue a second change (AS#2) to replace the \$25,000 expense allowance previously deleted in error. We also received payment today for three of our invoices, up to May 31 – thank-you! Only the most recent invoice is outstanding (but not past-due).

We will accept your offer of an additional \$150,000 fee and \$15,000 expense allowance (via a proposed AS#3), for a revised total fee of \$1,284,209 + HST and a revised total expense allowance of \$40,000 + HST, on the following conditions:

1. The revised fee covers all consulting work to date and all typical contract administration duties (as per the terms of our contract) related to the scope of work that was included in the tender documents, including all alternate items (electrical servicing, FD connection, etc.) and cash allowance items (water slide, Honeywell integration, schedule bonus, etc.).
2. Also included is any consulting work associated with site instructions and change orders that are a result of errors, omissions or other items of work that one could reasonably assume should have been included in the tender package scope.
3. If there are owner-requested changes to the scope of work during construction, we expect to receive additional fees based on the level of effort required to design and administer those changes. We could account for this work as the change is being executed, or track our time and negotiate fees at a later date.
4. We have made every reasonable effort to determine the existing conditions. If an unforeseen existing condition is discovered that results in additional work for the consulting team, we expect to receive additional fees as per the terms described in item 3 above. For example, we could encounter issues with foundations, the pool tank structure, concrete slabs, or structural steel hidden in wall cavities.

With regard to the travel expenses, we are fine with the \$40,000 allowance overall and we will monitor this as construction progresses to ensure there are no issues. [REDACTED]

s. 29 (1) (a)

- Design phase: mechanical and electrical from Moncton x one trip each.
- Construction phase:
  - mechanical from Moncton x six trips
  - electrical from Moncton x four trips
  - mech/elec (same tech) from Mount Pearl x 6 site visits (expenses not applicable)

Englobe have already completed six person-visits from Moncton and several more from local staff. [REDACTED]

s. 29 (1) (a)

Please let me know if you would like to discuss further.

**RICHARD SYMONDS** | ARCHITECT  
BFA, M.Arch, MRAC, NIAA, NSAA, AIA  
**LAT49 Architecture Inc.**  
t. (709) 753-7132 c. [REDACTED]

s. 40 (1)

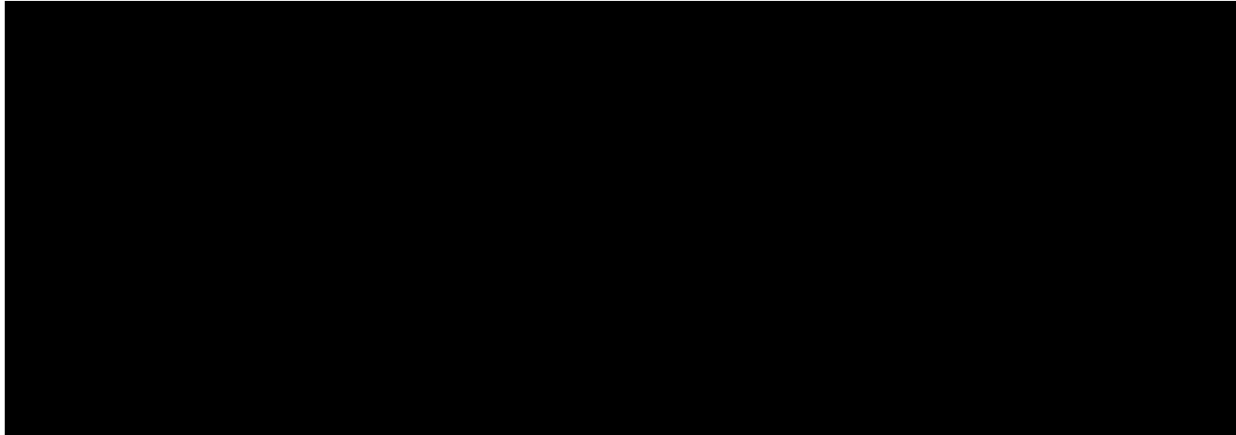
**From:** Bastarache Jayme <jbastarache@mun.ca>  
**Sent:** Friday, July 7, 2023 4:27 PM  
**To:** Richard Symonds <r.symonds@lat49.ca>  
**Cc:** Foley, Michael <michaelf@mun.ca>; Daniels, Jason <jdaniels@mun.ca>; Dwayne Gill <d.gill@lat49.ca>  
**Subject:** RE: AQ-004-19 Consultant Fee Discussion (Part 2)

Good afternoon Richard,

Thank-you for highlighting the misunderstanding of the revised Consultant fee, as noted below. An Additional Services for the \$25,000 correction has been completed and will be sent to Strategic Procurement to have your PO updated. With this correction, the base Consultant fee has been increased from the original tender bid of [REDACTED] to \$1,134,209 + HST as discussed. Note that this fee does not include travel allowances.

s. 29 (1) (a)

After further review, we are in agreement of increasing the Consultant fee by a further \$150,000 as requested on March 31, 2023. This will increase the total Consultant fee to \$1,284,209 + HST for the Aquarena project.



We greatly appreciate the work LAT 49 along with Englobe and Morrison Hershfield have completed to date on this project, and look forward to working beside you all on the construction phase of work.

s. 35 (1) (b), s. 35 (1) (f), s. 39

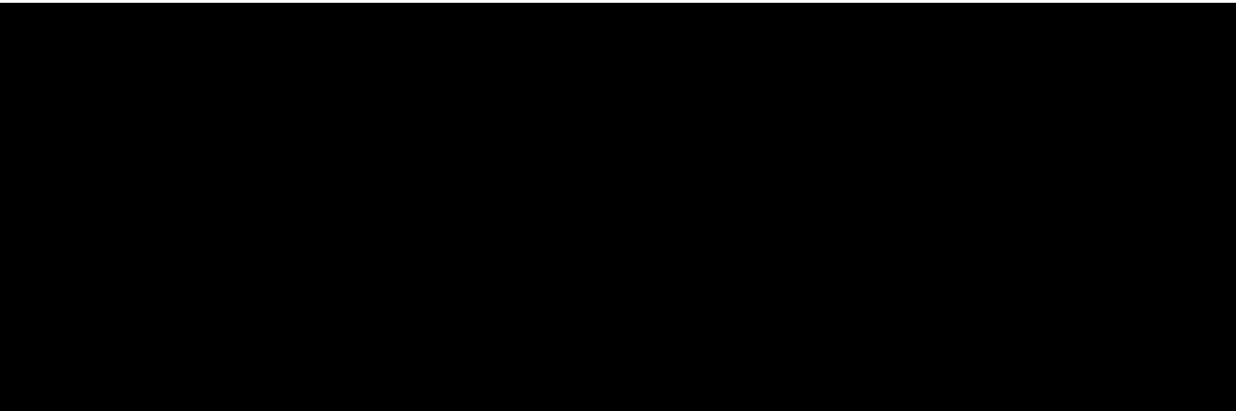
Thank-you,  
Jayme

JAYME BASTARACHE PROJECT MANAGER, MAJOR CAPITAL  
Facilities Engineering & Development Memorial University of Newfoundland  
T 709 864 3175 M [REDACTED]  
[www.mun.ca/facman](http://www.mun.ca/facman)

s. 40 (1)

**From:** Richard Symonds <[r.symonds@lat49.ca](mailto:r.symonds@lat49.ca)>  
**Sent:** Tuesday, July 4, 2023 3:39 PM  
**To:** Bastarache Jayme <[jbastarache@mun.ca](mailto:jbastarache@mun.ca)>  
**Cc:** Daniels, Jason <[jdaniels@mun.ca](mailto:jdaniels@mun.ca)>; Foley, Michael <[michaelf@mun.ca](mailto:michaelf@mun.ca)>; Dwayne Gill <[d.gill@lat49.ca](mailto:d.gill@lat49.ca)>  
**Subject:** RE: AQ-004-19 Consultant Fee Discussion (Part 2)

Hi Jayme,



s. 29 (1) (a)

s. 29 (1) (a)

[REDACTED] Please call me if you would like to discuss.

**RICHARD SYMONDS** | ARCHITECT

BFA, M.Arch, MRAIC, NLAA, NSAA, AANB

**LAT49 Architecture Inc.**

t. (709) 753-7132 c. [REDACTED]

s. 40 (1)

**From:** Bastarache Jayme <[jbastarache@mun.ca](mailto:jbastarache@mun.ca)>  
**Sent:** Tuesday, July 4, 2023 8:46 AM  
**To:** Richard Symonds <[r.symonds@lat49.ca](mailto:r.symonds@lat49.ca)>  
**Cc:** Dwayne Gill <[d.gill@lat49.ca](mailto:d.gill@lat49.ca)>; Foley, Michael <[michaelf@mun.ca](mailto:michaelf@mun.ca)>; Daniels, Jason <[jdaniels@mun.ca](mailto:jdaniels@mun.ca)>

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)

**Subject:** AQ-004-19 Consultant Fee Discussion (Part 2)

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)

Good Morning Richard,

The consultant fee request for increased fees has been received and reviewed.

The original Consultant RFP tender requested a fixed fee to be submitted based on the scope of work outlined and level of effort to complete.

The contract LAT49 signed with MUN is based on a fixed fee structure;

Please let us know if you have any questions or if you would like to discuss this further. We will have the current purchase order revised accordingly to allow you to reflect this change on your future invoices.

Thank-you,  
Jayme

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)

JAYME BASTARACHE PROJECT MANAGER, MAJOR CAPITAL  
Facilities Engineering & Development Memorial University of Newfoundland  
T 709 864 3175 M  
[www.mun.ca/facman](http://www.mun.ca/facman)

s. 40 (1)

**From:** Richard Symonds <[r.symonds@lat49.ca](mailto:r.symonds@lat49.ca)>  
**Sent:** Wednesday, June 28, 2023 5:35 PM  
**To:** Bastarache Jayme <[bastarache@mun.ca](mailto:bastarache@mun.ca)>; Dwayne Gill <[d.gill@lat49.ca](mailto:d.gill@lat49.ca)>  
**Subject:** RE: AQ-004-19 Tender Results Confidential

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)

Hello Jayme,

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)

As per our discussion earlier today,

For your budget purposes, based on the chart below, you can assume a maximum fee of \$19,854,737 x 8.24% = \$1,636,030 + a reimbursable travel expense allowance of \$50,000 (as per our previous discussions) + HST

Please let me know.

**RICHARD SYMONDS** | ARCHITECT  
BFA, M.Arch, MRAIC, NLAA, NSAA, AANB  
**LAT49** Architecture Inc.

s. 29 (1) (a), s. 35 (1) (b), s. 35 (1) (f)



# Additional Services 3



004-17-01-24

Project Name: Aquarena Sport Facilities Upgrades 2025 Can MUN Project #:	AQ-004-19
AS Prepared By: Jayme Bastarache	MUN FOAPAL: 900077
Date AS Issued: 2023-08-03	MUN PO: PO169960

### ADDITIONAL SERVICES AS 3

The owner has agreed to the changes documented in the contemplated additional services attached and listed below, and the owner has accepted these offers. These signed additional services notices therefore constitute changes to the contract.

The purpose of this document is to assign a change order number to these changes for the purposes of tracking the changes and to recalculate the contract price and time to reflect these changes.

**Consultant:** Lat49 Architecture Ltd.

AS Item	Additional Services Item Description	Value of Item	Change in Days	Check if Accepted
1	Increase to fees for contract administration	\$ 150,000.00	0	X
2	increase to expense fees	\$ 15,000.00	0	X
<b>Expenses Assigned To Date</b>		\$ -	0	2
<b>Expenses Available</b>		\$ 40,000.00		
<b>Expenses Used For AS 3</b>				
<b>Sub-Total of Changes in Contract Price</b>		\$ 165,000.00		

<b>Previously Issued Additional Services (Total)</b>	\$ 560,709.00	
<b>Original Contract Price, Without Tax</b>	\$ 598,500.00	
<b>Date for Substantial Performance (Original)</b>		2024-09-11
<b>Date of Latest Substantial Performance</b>		2025-05-30
<b>Revised Contract Price (Without Tax)</b>	\$ 1,324,209.00	

<b>Recommended for Approval</b>	<div style="background-color: black; width: 40px; height: 20px; display: inline-block;"></div> <span style="border: 1px solid black; padding: 2px;">s. 40 (1)</span>	<b>Date</b>
		2023-08-03
<b>Departmental Approval</b>		<b>Date</b>



**Approval to Exceed Change Order Limit**  
Pursuant to Section 15(2) of the Public Procurement Regulations

1. Name of University Department requesting exceedance approval: Department of Facilities Management

2. Purchase Order No: PO169960      Contract Title/Description: Consulting Services

Canada Games Facilities Upgrade, Agreement No: RFP-096-21

3. Name and Address of contractor, supplier or lessor:

Lat49 Architecture Inc., 683 Water Street, 2<sup>nd</sup> Floor, St. John's, NL A1E 1B5, Canada

4. Original Contract Price: \$598,500.00 (CDN)(excl. taxes) Award /PO date: November 26, 2021

5. Current change order limit:  10%     \$15,000

6. Estimated amount of contract completed to date (for construction/renovation contracts): 75%

7. Number of approved change orders to date: 2 Remaining balance on change order limit: \$0

8. Requested total change order limit (\$ where current limit is \$15,000, % for other): 121% \$725,709.00

9. Reasons why PPA limits are being exceeded:

The work cannot reasonably be extracted from the current engagement for execution by any other party.

10. Reasons why specific amount in line 8 is being requested:

The magnitude of the original scope has significantly increased resulting in an increased amount of consultation and quantity of design required to deliver the minimum requirements for the Canada Games venue. The original scope of work was on the order of \$10M and is now \$24.56M

11. Dean/Director / Dept.Head

President or delegate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



**Purchase Order**

Number: **P0194918**

**THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES**

Date: **August 15, 2023**

Page 1 of 1

004-17-01-24

<p><b>Vendor Domestic Moving &amp; Storage Ltd.</b></p> <p>111 Blackmarsh Road St. John's, NL, A1E 1S6 Canada</p>	<p><b>Ships To:</b> Room: FM2031 Facilities Management Memorial University of NL</p> <p><b>Building:</b> Facilities Mana St. John's NL A1C 5S7 Canada</p> <p><b>Tender No:</b> AQ-004-19</p> <p><b>Attn:</b> Jayme Bastarache</p>
---	---

**Invoicing Address:**

MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
FACILITIES MANAGEMENT  
ACCOUNTS PAYABLE  
ST. JOHN'S, NL A1C 5S7  
CANADA

**Instructions to Suppliers:**

- All taxes must be shown separately
- All shipping charges MUST be identified separately if applicable
- If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below
- We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order.
- HST registration number R107690273
- Each shipment must include packing slip

Item	Commodity	Item Description	U/M	Desc	Qty	Unit Price	Net Amt
1	C0004078	Rate Hourly Moving Services Mon-Fri Van & 2 Movers Agreement No: TFM-023-21	HRS	Hourly	72	\$96.00	\$6,912.00
2	C0004079	Rate Hourly Moving Services Mon-Fri Add Mover Agreement No: TFM-023-21	HRS	Hourly	36	\$58.00	\$2,088.00
3	C0004094	Container Cardboard Moving 2 Cubic FT Agreement No: TFM-023-21	EA	EACH	350	\$2.80	\$980.00

**SHIPMENTS FROM OUTSIDE CANADA:**

**PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.**

PO Subtotal:	\$9,980.00
Discount:	\$0.00
Freight:	\$0.00
Tax:	\$1,497.00
<b>PO Total:</b>	<b>\$11,477.00</b>

Contact: Adam Taylor -	Email: <a href="mailto:procurement@mun.ca">procurement@mun.ca</a>	Phone: 709 864 8235	Required Date: August 15 2023
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**Additional Information:**

FOAPAL: 900077 65040 75019 4311 |

# Additional Services 4



004-17-01-24

Project Name: Aquarena Sport Facilities Upgrades 2025 CanMUN Project #:	AQ-004-19
AS Prepared By: Jayme Bastarache	MUN FOAPAL: 900077
Date AS Issued: 2023-10-25	MUN PO: PO169960

### ADDITIONAL SERVICES AS 4



The owner has agreed to the changes documented in the contemplated additional services attached and listed below, and the owner has accepted these offers. These signed additional services notices therefore constitute changes to the contract.

The purpose of this document is to assign a change order number to these changes for the purposes of tracking the changes and to recalculate the contract price and time to reflect these changes.

Consultant: Lat49 Architecture Ltd.

AS Item	Additional Services Item Description	Value of Item	Change in Days	Check if Accepted
1	Resident Supervision Allowance (79 weeks x \$1900/wk) Reviewed on a monthly basis.	\$ 150,000.00	0	x
2	Design Contingency Allowance on Change Orders	\$ 25,000.00	0	x
Expenses Assigned To Date		\$ -	\$ 175,000.00	0
Expenses Available		\$ 40,000.00		2
Expenses Used For AS 4				
Sub-Total of Changes in Contract Price		\$ 175,000.00		

Previously Issued Additional Services (Total)	\$ 725,709.00
Original Contract Price, Without Tax	\$ 598,500.00
Date for Substantial Performance (Original)	2024-09-11
Date of Latest Substantial Performance	2025-05-30
Revised Contract Price (Without Tax)	\$ 1,499,209.00

Recommended for Approval		Date	2023-10-25
Departmental Approval		Date	

Debbie Earles

Digitally signed by Debbie Earles  
Date: 2023.12.01 12:27:43 -09'30'



**Approval to Exceed Change Order Limit**  
Pursuant to Section 15(2) of the Public Procurement Regulations

1. Name of University Department requesting exceedance approval: Department of Facilities Management

2. Purchase Order No: PO169960      Contract Title/Description: Consulting Services

Canada Games Facilities Upgrade, Agreement No: RFP-096-21

3. Name and Address of contractor, supplier or lessor:

Lat49 Architecture Inc., 683 Water Street, 2<sup>nd</sup> Floor, St. John's, NL A1E 1B5, Canada

4. Original Contract Price: \$598,500.00 (CDN)(excl. taxes) Award /PO date: November 26, 2021

5. Current change order limit:  10%    \$15,000

6. Estimated amount of contract completed to date (for construction/renovation contracts): 75%

7. Number of approved change orders to date: 3 Remaining balance on change order limit: \$15,000

8. Requested total change order limit (\$ where current limit is \$15,000, % for other): 146% \$900,709

9. Reasons why PPA limits are being exceeded:

The work cannot reasonably be extracted from the current engagement for execution by any other party.

10. Reasons why specific amount in line 8 is being requested:

Resident Supervision is outlined within the RFP tender document; although MUN did not request a detailed breakdown of this service during tender. We are now requesting Lat49 to provide this service in accordance with their tender submission.

Resident supervision is required as an elevated level of site supervision to augment FM's internal resources on the project management team.

11. Dean/Director / Dept. Head

President or delegate:

[Redacted Signature]

s. 40 (1)

Signature

[Redacted Signature]

s. 40 (1)

Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (please print)

Date: \_\_\_\_\_



# Additional Services 5



004-17-01-24

Project Name: Aquarena Sport Facilities Upgrades 2025 Can MUN Project #:	AQ-004-19
AS Prepared By: J Bastarache	MUN FOAPAL: 900077
Date AS Issued: 2024-05-22	MUN PO: PO169960

### ADDITIONAL SERVICES AS 5

The owner has agreed to the changes documented in the contemplated additional services attached and listed below, and the owner has accepted these offers. These signed additional services notices therefore constitute changes to the contract.

The purpose of this document is to assign a change order number to these changes for the purposes of tracking the changes and to recalculate the contract price and time to reflect these changes.

**Consultant:** Lat49 Architecture Ltd.

AS Item	Additional Services Item Description	Value of Item	Change in Days	Check if Accepted
1	Design Contingency Allowance on Change Orders Increased (total 125K)	\$ 100,000.00	0	x
<b>Expenses Assigned To Date</b>		<b>\$ 15,495.38</b>	<b>\$ 100,000.00</b>	<b>0</b>
<b>Expenses Available</b>		<b>\$ 24,504.62</b>		<b>1</b>
<b>Expenses Used For AS 5</b>				
<b>Sub-Total of Changes in Contract Price</b>		<b>\$ 100,000.00</b>		

<b>Previously Issued Additional Services (Total)</b>	<b>\$ 900,709.00</b>	
<b>Original Contract Price, Without Tax</b>	<b>\$ 598,500.00</b>	
<b>Date for Substantial Performance (Original)</b>		<b>2024-09-11</b>
<b>Date of Latest Substantial Performance</b>		<b>2025-05-30</b>
<b>Revised Contract Price (Without Tax)</b>	<b>\$ 1,599,209.00</b>	

<b>Recommended for Approval</b>		<b>Date</b>	May 22, 2024
<b>Departmental Approval</b>		<b>Date</b>	



**Approval to Exceed Change Order Limit**  
Pursuant to Section 15(2) of the Public Procurement Regulations

1. Name of University Department requesting exceedance approval: Department of Facilities Management

2. Purchase Order No: PO169960      Contract Title/Description: Consulting Services

Canada Games Facilities Upgrade, Agreement No: RFP-096-21

3. Name and Address of contractor, supplier or lessor:

Lat49 Architecture Inc., 683 Water Street, 2<sup>nd</sup> Floor, St. John's, NL A1E 1B5, Canada

4. Original Contract Price: \$598,500.00 (CDN)(excl. taxes) Award /PO date: November 26, 2021

5. Current change order limit:  10%     \$15,000

6. Estimated amount of contract completed to date (for construction/renovation contracts): 75%

7. Number of approved change orders to date: 4 Remaining balance on change order limit: \$ 417,145.69

8. Requested total change order limit (\$ where current limit is \$15,000, % for other): \$1,000,709.00

9. Reasons why PPA limits are being exceeded:

The work cannot reasonably be extracted from the current engagement for execution by any other party.

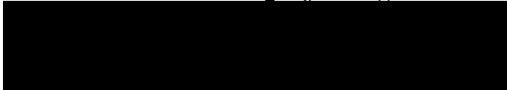
10. Reasons why specific amount in line 8 is being requested:

See attached letter for breakdown of costs to date. Request to increase the Design Contingency for Change Orders due to unforeseen work with south wall, damages to finishes and future unforeseen work.

11. Dean/Director / Dept. Head

President or delegate:

 s. 40 (1)

 s. 40 (1)

Signature

Signature

\_\_\_\_\_  
Name (please print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Lat49 Contract Fees Budget

## Original Contract

Total \$598,500.00, included \$25,000.00 for travel expenses

## AS1 Increase to Base Contract

Issued as requested by Lat49 for increase to base contract as project scope of work had dramatically increased. Issued on March 27, 2023

Additional costs to contract were \$535,709.00

New Contract Total = \$1,134,709.00 no expenses included

## AS2 Reinstatement of Expenses

Issued to include \$25,000 removed during AS1 issuance on August 3, 2023

New contract total is \$1,159,209.00 including \$25,000 for travel expenses

## AS3 Increase to Base Contract and Increase to Expenses

Issued to include Resident Supervision and increase to travel expenses on August 3, 2023

Every other day at \$190/ hour for 4 hours a day.

\$150,000 allocated from Construction Management Contingency for this cost

\$15,000 increase to expenses for travel allocated at this time.

New contract total is \$1,324,209.00 including \$40,000 for travel expenses

## AS4 Resident Supervision + Design Contingency on Change Orders

Issued on October 25, 2023 to include Lat49 providing resident supervision on site and design contingency allowance on change orders

\$150,000 was allocated for resident supervision. Dwayne on site every other day for 4 hours including time to write report at \$190 per hour.

Lat49 requested design contingency allowance for any change orders issued outside the their scope

\$25,000 was allocated for this amount

New contract total is \$1,499,209.00 including \$40,000 for travel expenses

## AS5 Increase to Design Contingency on Change Orders

Issued May 22, 2024 as an increase to the design contingency required due to unforeseen work on site including south wall, water entrance, extent of damage to existing infrastructure, etc.

An additional \$100,000 has been allocated to this - new total is \$125,000

New contract total is \$1,599,209.00 including \$40,000 for travel expenses

## As of April 30, 2024 these amounts have been paid to date on the Additional Services

**Base Contract + AS1 + AS3:** \$598,500 + \$535,709.00 + \$150,000 = \$1,284,709 total

Paid to date: \$1,008,156.75

Remaining amount: \$276,052.25

Base contract fees have been fully paid out.

**AS2 + AS3 Expenses** \$25,000 + \$15,000 = \$40,000.00 total

Paid to date: \$12,880.31

Remaining Amount: \$27,119.69

## AS4:

Resident Supervision total \$150,000.00  
Paid to date: \$40,280.00  
Remaining amount: \$109,720

Design Contingency total \$25,000.00  
Paid to date: \$20,746.25  
Remaining amount: \$4,253.75

Total Change Orders Issued to date: \$900,709  
Total Cost paid to date: \$1,082,063.31  
Remaining Balance: \$417,145.69

**AS5:** Request Increase to Design Contingency Allowance  
Design Contingency total \$25,000.00 + \$100,000  
Paid to date: \$ 20,746.25  
Remaining amount: \$ 104,253.75



**Approval to Exceed Change Order Limit**  
Pursuant to Section 15(2) of the Public Procurement Regulations

1. Name of University Department requesting exceedance approval: Department of Facilities Management

2. Purchase Order No: PO169960      Contract Title/Description: Consulting Services

Canada Games Facilities Upgrade, Agreement No: RFP-096-21

3. Name and Address of contractor, supplier or lessor:

Lat49 Architecture Inc., 683 Water Street, 2<sup>nd</sup> Floor, St. John's, NL A1E 1B5, Canada

4. Original Contract Price: \$598,500.00 (CDN)(excl. taxes) Award /PO date: November 26, 2021

5. Current change order limit:  10%     \$15,000

6. Estimated amount of contract completed to date (for construction/renovation contracts): 75%

7. Number of approved change orders to date: 4    Remaining balance on change order limit: \$ 417,145.69

8. Requested total change order limit (\$ where current limit is \$15,000, % for other): \$1,000,709.00

9. Reasons why PPA limits are being exceeded:

The work cannot reasonably be extracted from the current engagement for execution by any other party.

10. Reasons why specific amount in line 8 is being requested:

See attached letter for breakdown of costs to date. Request to increase the Design Contingency for Change Orders due to unforeseen work with south wall, damages to finishes and future unforeseen work.

11. Dean/Director / Dept. Head

President or delegate:

 s. 40 (1)

 s. 40 (1)

Signature

Signature

Name (please print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Memorial University**  
**Department of Facilities Management**  
**Canada Games Facilities Upgrade**

**AQ-004-19**

**RFP-096-21**

**FINANCIAL SUBMISSION**

## 4. Pricing Form

Item	Service	Fee
A	Lump sum (maximum upset) Fee	\$ [REDACTED] s. 29 (1) (a)
B	Travel Expenses (estimated)	\$ 23,000.00
C	Other Reimbursable Expenses (estimated)	\$ 2,000.00
D	<b>SUBTOTAL OF ESTIMATED EXPENSES (B+C)</b>	\$ 25,000.00
E	<b>EXPECTED TOTAL FEE (A+D) Excludes HST</b>	\$ 598,500.00
F	HST (15%)	\$ 89,775.00

**SUMMARY OF HOURLY RATES****LAT49 HOURLY RATES**

Principal / Director	\$190.00
Associate / Project Manager / Project Architect	\$190.00

**ARCHITECTURAL**

Senior	\$160.00
Senior Intermediate	\$140.00
Intermediate	\$125.00
Junior / Intern	\$115.00

**TECHNOLOGIST (ALL CATEGORIES)**

Senior	\$115.00
Intermediate	\$95.00
Junior	\$85.00

**ADMINISTRATION**

Administration	\$65.00
----------------	---------

<b>STUDENT (ALL CATEGORIES)</b>	\$65.00
---------------------------------	---------

**SPECIALIST HOURLY RATES****COSTING**

Project Manager	\$140.00
-----------------	----------

**SUB CONSULTANTS HOURLY RATES****STRUCTURAL ENGINEERING**

Senior Engineer	\$190.00
Intermediate Engineer	\$160.00
Senior Technician	\$115.00
Intermediate Technician	\$95.00

**MECHANICAL, ELECTRICAL ENGINEERING**

Senior Engineer / Project Lead	\$190.00
Intermediate Engineer	\$160.00
Senior Technician	\$115.00
Intermediate Technician	\$95.00

## 2.3 Organizational Chart

### Client Group

- Memorial University, Facilities Management
- The Works
- Municipalities Canada Games Committee

### Architect and Prime Consultant

**RICHARD SYMONDS, N.L.A.A., M.R.A.I.C.**  
**PROJECT MANAGER AND ARCHITECTURAL LEAD**

**DWAYNE GILL, A.S.C.T.**  
**ASSISTANT PROJECT MANAGER**

**[REDACTED] S. 40 (1)**  
**LEAD ARCHITECTURAL TECHNOLOGIST**

### Mechanical and Electrical Engineering

**ENGLOBE CORP.**

**MONCTON OFFICE**

**MECHANICAL PROJECT LEAD**

**MECHANICAL TEAM**

- PROJECT DESIGN ENGINEER**  
S. 40 (1) [REDACTED]
- PEER REVIEW**  
S. 40 (1) [REDACTED]
- ENERGY MODELLING**  
S. 40 (1) [REDACTED]

**ELECTRICAL TEAM**

- PROJECT DESIGN ENGINEER**  
S. 40 (1) [REDACTED]
- PEER REVIEW**  
S. 40 (1) [REDACTED]

**MOUNT PEARL OFFICE**

**LOCAL INSPECTOR (MECH/ELE)**  
S. 40 (1) [REDACTED]

### Costing

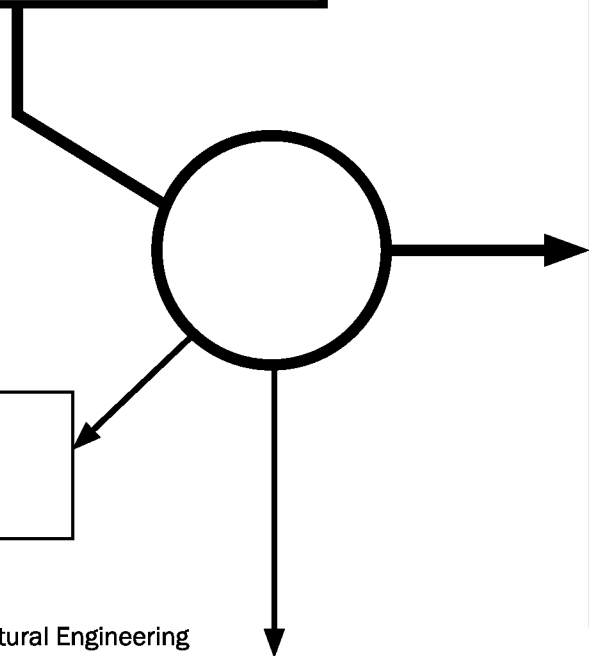
**QSOLV INC.**

**MARK GARDIN, PQS**

### Structural Engineering

**MORRISON HERSHFIELD LTD.**

**AARON RIDEOUT, P.ENG**



## APPENDIX B – SUBMISSION FORM

### 1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call process and for any clarifications or communication that might be necessary.		
Full Legal Name of Bidder:	CAN-AM PLATFORMS & CONSTRUCTION LTD.	
Any Other Relevant Name under which Bidder Carries on Business:	N/A	
Street Address:	[REDACTED]	
City, Province/State:		
Postal Code:		s. 40 (1)
Phone Number:		
Fax Number:		
Company Website (if any):		
Bidder Contact Name and Title:	LEE NOSEWORTHY OPERATIONS MANAGER	
Bidder Contact Phone:	709 - 786 - 1113	
Bidder Contact Fax:	709 - 786 - 1123	
Bidder Contact Email:	lee@canamplatforms.ca	

### 2. Offer

The bidder has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C1 and/or C2 and/or C3).

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C1 and/or C2 and/or C3). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 4. Addenda

- 4.1** The bidder is deemed to have read and accepted all addenda issued by the Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is required to confirm that it has received all addenda by listing the addenda numbers in table below: **(Listing of individually the numbers of each Addendum received in the blank space)**

**NOTE: FAILURE TO COMPLETE "TABLE: ADDENDA RECEIVED" LOCATED BELOW SHALL RESULT IN BID DISQUALIFICATION:**

TABLE 1.10: ADDENDA RECEIVED
1, 2, 3, 4, 5, 6, 7, 8, 9

Bidders who fail to complete the above table will be deemed to have not received all posted addenda and shall be deemed **non-compliant**.

**5. No Prohibited Conduct**

The bidder declares that it has not engaged in any conduct prohibited by this Open Call.

**6. Disclosure of Information**

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

**7. Bid Irrevocable**

The bidder agrees that its bid shall be irrevocable for a period of days as indicated on the Open Call for Bids Information Sheet running from the moment that the Submission Deadline passes.

**8. Execution of Agreement**

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A (or in a form mutually acceptable to the parties) to this Open Call in accordance with the terms of this Open Call . Failure to submit this signature section will render the proposal **NON-COMPLIANT** and the proposal will be disqualified.

**BIDDER SIGNATURE FORM:**

**BIDDERS MUST COMPLETE THE BIDDER SIGNATURE FORM. ANY BIDS RECEIVED WITHOUT THE BIDDER CONTACT FORM COMPLETED WILL BE DEEMED NON-COMPLIANT**

*(See Part 1 section 1.8 for Electronic Signature acceptance)*

s. 40 (1)   
Signature of Witness

s. 40 (1)   
Signature of Bidder Representative

THOMAS NOSEWORTHY  
Name of Witness

LEE NOSEWORTHY  
Name of Bidder Representative

OPERATIONS MANAGER  
Title of Bidder Representative

JUNE 27 2023  
Date

***I have the authority to bind the bidder.***

**IN SIGNING THIS PAGE AND SUBMITTING YOUR PROPOSAL, THE PROPONENT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT**

## APPENDIX C1 – PRICING FORM

### 1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM

- Rates must be provided in Canadian Dollars
- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law
- Owner: Having carefully examined the site and all conditions affecting the proposed work as well as the Bid Documents including the Drawings and Specifications, all Addenda and the Instructions to bidders, I/We, the undersigned, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools, equipment, etc., required to complete all work requisite and necessary for the proper execution of this Contract, expeditiously and in the satisfactory manner and accept in full payment therefore a stipulated sum of:

		Contract Bid	Tax
A: Subtotal		16,379,884.89	HST Included
B: Sum of Allowances (Section 01 21 00)		\$618,125.00	HST Included
C: Schedule Allowances (Section 01 21 43)		\$241,500.00	HST Included
D: Alternate Prices (Section 01 23 00)	1.3.2.1.1 Complete Work at Grids 2-Jx, 2-Ax, and 11-Jx	\$ 23,000	HST Included
	1.3.2.1.2 Complete Work at Grid 10-Jx	\$ 17,250	HST Included
	1.3.3 Complete Work per ESK-5	\$ 40,000	HST Included
	1.4.2 Additional Work per ESK-3	\$ 100,000	HST Included
	1.4.3 Additional Work per ESK-4	\$ 90,000	HST Included
	1.4.4 Additional Work per MSK-100-C	\$ 11,500	HST Included
E: Total: A+B+C+D (all 6 items under D).		\$ 17,521,259.89	HST Included

I/We agree to commence work within two (2) weeks after the acceptance of my/our Bid and substantially complete the work by **May 31, 2025**. I/We shall coordinate the scheduling of our work with that of all Subcontractors working on the Project. The time of completion indicated herein is required and will be a significant factor in assessing bids.

Canada Games will be occurring August 8<sup>th</sup> to August 24<sup>th</sup> 2025 and the host society requires eight (8) weeks to prepare the facility.

**By signing Appendix B we agree to this conditions.**

**2. THE DELIVERABLES:**

AQ-004-19 AQUARENA SPORTS FACILITY UPGRADES CP-4  
as per specifications listed in Appendix A

**3. MANDATORY SUBMISSION REQUIREMENTS****(a) Submission Form (Appendix B)**

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

**(b) Each bid must include Pricing Form (Appendix C1) as per instructions on form.****APPENDIX C2 – UNIT RATES**





**BID BOND**

Bond No: 90-701904-17-23

Bond Amount: 10% of Tender

Can-Am Platforms & Construction Ltd., as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto Memorial University of Newfoundland as Obligee, hereinafter called the Obligee, in the amount of Ten Percent of Tender (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated this June 27, 2023, for TFM-034-23 - AQ-004-19 AQUARENA SPORTS FACILITY UPGRADES CP-4 (MAIN CONSTRUCTION PROCUREMENT).

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Thirty (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated June 23, 2023.

SIGNED and SEALED

Can-Am Platforms & Construction Ltd.  
Principal

in the presence of :

LEE NOSENORTHY

Name of Signator for Principal

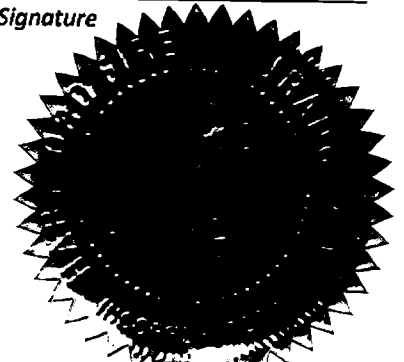


s. 40 (1)

Signature

Hartford Fire Insurance Company

\_\_\_\_\_  
Millie Macesic, Attorney-in-Fact



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Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)



## **NOTICE**

**For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Hartford Fire Insurance Company's insurance business in Canada.**

**Aux fins de la Loi sur les sociétés d'assurances (Canada), ce document a été établi dans le cadre des opérations d'assurance au Canada de la Hartford Fire Insurance Company.**



Financial and Administrative Services  
 Memorial University of Newfoundland  
 310 Elizabeth Ave, St. John's, NL  
 A1B 1T9

July 17, 2023

CAN-AM Platform & Construction Ltd.  
 255 Sheartown Road  
 Bay Roberts, NL  
 A0A 1G0

**RE: TFM-034-23 AQ-004-19 AQUARENA SPORTS FACILITY UPGRADES CP-4 (MAIN CONSTRUCTION PROCUREMENT)**

**PROJECT #: AQ-004-19**

Dear Mr. Noseworthy,

We are pleased to advise you that you have been successful on the above mentioned Open Call for the for the lump sum amount of **\$17,521,259.89 (HST Included)**. All Terms and Conditions of the Open Call Document apply.

In accordance with the University Purchasing Policy, you must be in receipt of a Purchase Order, which will follow shortly, prior to the commencement of work, as well as the other provisions outlined in this letter below. All invoices must quote the Purchase Order No. and Project No. and must be sent to the attention of Facilities Management at the following address:

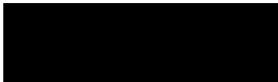
**Memorial University of Newfoundland  
 Facilities Management  
 Accounts Payable  
 PO Box 4200  
 St. John's, NL, A1C 5S7**

**OR via email: [fmadmin@mun.ca](mailto:fmadmin@mun.ca)**

Commencement of work on this project is conditional upon all required safety documentation being submitted and approved.

Memorial University of Newfoundland looks forward to working with you on this Open Call.

Sincerely,

 s. 40 (1)

Keith Field B.A Acting Associate  
 Director, Strategic Procurement

Cc: Jayme Bastarache  
 Project Manager Facilities  
 Engineering &  
 Development Memorial  
 University of Newfoundland