

## **COMMITTEE OF THE WHOLE – MAY 3, 2004**

### **EXECUTION OF CLIENT-ARCHITECT AGREEMENT VAUGHAN CIVIC CENTRE PROJECT KPMB ARCHITECTS**

(Referred from the Council meeting of April 26, 2004)

#### **Recommendation**

The Vaughan Civic Centre Review Sub-Committee recommends that:

1. That a by-law be enacted to authorize the Mayor and City Clerk to execute, on behalf of the City, the Client-Architect Agreement between the City of Vaughan and Kuwabara Payne McKenna Blumberg (KPMB) Architects.

#### **Purpose**

The purpose of this report is to obtain Council authorization for the Mayor and Clerk to execute the Client-Architect Agreement with Kuwabara Payne McKenna Blumberg (KPMB) Architects for professional services relating to the first phase of the Vaughan Civic Centre project.

#### **Background – Analysis and Options**

##### **Background**

On April 14, 2003, Council chose the current Civic Centre site, at 2141 Major Mackenzie Drive in Maple as the location for Vaughan's new City Hall. On May 12, 2003, Council directed that a design competition be held and that the competition requirements include the design for the new City Hall building and a master plan for the Civic Centre site, including the municipal park to the south.

In June of 2003, a Request for Expression of Interest was issued to the architectural profession. Over twenty responses were received and evaluated. Four firms were selected to receive the Requests for Proposal. The Request for Proposal document was issued in October of 2003, with the closing date for the submissions set for December.

The competition jury considered the four proposals in mid-January of 2004. On February 9, 2004 Council approved the recommendation of the competition jury and selected the design submitted by the firm Kuwabara Payne McKenna Blumberg (KPMB) Architects. Council also directed Staff to commence negotiations with the successful proponent with the intention of entering into a Client-Architect Agreement.

Negotiations have been completed and it is being recommended that the agreement be executed.

##### **Content and Structure of the Agreement**

###### a) **Form of Agreement**

The agreement is based on the Royal Architectural Institute of Canada's Standard Form of Agreement Between Client and Architect Document Six (1997 Edition). The agreement sets out the roles and responsibilities of the Architect and the Client. The agreement also specifies the financial terms for the delivery of the professional services.

b) Project Description

This agreement pertains to Phase 1 of the project, which encompasses the following elements:

- Construction of Vaughan's Civic Administration (City Hall) building of 239,000 +/- square feet, including approximately 50 underground spaces within the area enclosed by the footprint of the building;
- Related site development including provision of permanent and temporary parking; and
- The demolition of the existing City Hall.

The new City Hall building is located at the eastern end of the site between the signalized driveway accessing Major Mackenzie Drive and the GO Rail Line. Therefore Phase 1 includes both the driveway, the lands to the east and the former works yard area south of the annex building. The City will be responsible for the demolition of the existing buildings on this part of the site.

The design of subsequent phases would be implemented through new agreements. Such agreements would apply to the Vaughan Public Libraries' Resource Library; the portion of the civic square west of the entrance driveway and underground parking beneath the square; and any additional buildings that may be approved for other potential uses or users, such as Hydro Vaughan Distribution Inc. Proceeding with subsequent phases would be at the discretion of Council.

c) Fees and Reimbursable Expenses

On November 3, 2003, Council directed Staff to negotiate the architectural fees for the project with the winner of the design competition. The resulting negotiations are reflected in the content of the agreement. The fee for professional services is to be calculated on the basis of 6.9% of construction costs. In addition there is a budget of \$350,000.00 for reimbursable expenses.

The professional services encompassed by the 6.9% fee include structural, mechanical, electrical and civil engineering, urban design, landscape architecture, transportation, fire protection, code analysis, LEED certification and interior design. It excludes the selection, procurement, or installation of furniture, furnishings and related equipment. Any additional specialty services can be retained at the discretion of the City on an as-needed basis, using competitive procurement processes.

The agreement provides for an initial payment of \$70,000.00 upon execution. This payment constitutes the remaining portion of the \$100,000.00 awarded to KPMB for winning the Civic Centre Design Competition. It is credited on a pro-rata basis to the Schematic Design Phase of the project.

Fees are allocated throughout the project on the following basis:

- |                                                 |       |
|-------------------------------------------------|-------|
| • Schematic Design Phase:                       | 12.5% |
| • Design Development Phase:                     | 12.5% |
| • Construction Document Phase:                  | 45.0% |
| • Building or Negotiation Phase:                | 3.0%  |
| • Construction Phase – Contract Administration: | 25.0% |
| • Post-Construction:                            | 2.0%  |

d) Termination

Council has not approved the construction of this project. On February 9 Council adopted the following recommendation:

That prior to a City commitment to go ahead with the construction of the project, City Staff BE DIRECTED to work in a collaborative process with the successful proponent to further develop the design for the site and the buildings(s), with the objective of refining the project costs and developing the necessary phasing plan, to the satisfaction of Council.

As such, Council will have to provide direction to proceed with the construction of the project. There are a number of major decision points. It is anticipated that Council's initial direction to proceed would be provided on the basis of the costing done at the completion of the design development phase. This would permit the architect to go to the next phase, which is the preparation of the construction and tender documents.

The Agreement provides that the client (Vaughan) may terminate on seven (7) days written notice, if the project is permanently abandoned. If termination occurs, the City will be responsible for the architect's fees to the termination date plus termination expenses, which would vary depending on the stage at which the cancellation occurred.

**Relationship to Vaughan Vision 2007**

Section 4.2 of Vaughan Vision 2007 - "Develop a new Vaughan Civic Centre that encourages a "people place", provides that: The City Undertake the necessary process to develop a new Vaughan Civic Centre; Investigate funding options and; Design and build a new Vaughan Civic Centre.

This report is consistent with the priorities previously set by Council and the necessary resources have been allocated and approved. The February 9, 2004 Council resolution provided that, in advance of the completion of the financing plan, that the costs associated with the further refinement of the proposal be paid from the City Hall Reserve Fund. This allocation of funds will be reflected in the 2004 Capital Budget.

**Conclusion**

The subject agreement provides for the design of the first phase of the Vaughan Civic Centre project, which includes the new City Hall, related site development (e.g. parking, landscaping and access improvements) and the subsequent demolition of the old City Hall. Construction of the new City Hall is the most important element of the project. It will act as the physical focus of the site and it will allow the City to consolidate its head office operations at a single location. The overall plan will allow for the phasing of additional elements, subject to follow-up agreements, at the discretion of Council.

The agreement is based on the Royal Architectural Institute of Canada's Standard Form of Agreement between Client and Architect (1997 Edition). The professional fees, for the specified range of services, are based on 6.9% of the construction costs, with an allowance of \$350,000.00 for reimbursable expenses. Additional professional services would be retained as required. The fee is consistent with the size and nature of the project and reflects fair value.

Therefore it is recommended that the City enter into the Client-Architect Agreement with KPMB Architects, for the first phase of the Civic Centre project on the basis of the terms identified above. Should Council concur, the Mayor and Clerk should be authorized to execute the agreement on behalf of the City.

**Attachments**

N/A

**Report Prepared By:**

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Respectfully submitted,

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