



## Mahamevnawa Buddhist Monastery



### Winnipeg Branch of Mahamevnawa Buddha Meditation Center

The Mahamevnawa (pronounced maha-MAY-oo-NA-wa) Winnipeg branch is located at 2610 St. Mary's Road which is a very calm and peaceful rural setting ideal for the purpose of a monastery. The property is located only 500m from the Perimeter Highway. This provides a peaceful atmosphere that we require while still being conveniently close to the city. This is a non-residential meditation center. There will not be overnight accommodations for the public. The only residents are the monks, now numbering two to three.

The centre was established in in Winnipeg in July, 2015. Here the Buddha's teachings are presented in modern language that is easy to understand. What makes Mahamevnawa unique is the effort to bring the Supreme Dhamma to listeners in its original form. Because of this, both young and old listen to the Dhamma and practice virtue, concentration, mindfulness and wisdom to realize the Four Noble Truths revealed by the Supreme Buddha.

Many of the things the Buddha taught can be of benefit to people of all backgrounds. For example, many people find Buddhist meditation helps them to relax and have a more peaceful mind throughout the day. And the basic moral guidelines the Buddha gave are shared, with other major religions and modern secular values.

The Buddha shared his teachings with everyone who came to him with a sincere interest to learn. All of our activities are open to anyone interested in learning the teachings of the Buddha. Therefore, all of our activities are free and open to the public. People of all backgrounds are welcome.

It isn't our aim to convert people or get them to join. As Buddhists we try to live without conflict and cultivate a mind of good will towards all living beings.



Children's class at the St. Norbert's Pagoda

### Ongoing Activities by Winnipeg Branch

- Monthly one-day retreats at the Dalnavert Museum
- Weekly meditation sessions
- Meditation classes
- Classes on Buddhism
- Pastoral visits to correctional centers
- Donations to Main Street Project



Dropping off donations at the main Street project

### What Happens at a Monastery?

The life of a monastery revolves around following the instructions of the Buddha: practicing generosity, practicing virtue, and developing the mind.

Every morning, one or two people come to the monastery and offer food to the monks. While they are here they have

the opportunity to learn how to practice the Buddha's teaching in their daily lives. If they have questions or need advice, the monks are available to talk with them. The monks encourage them to follow the moral guidelines the Buddha gave to lay people.

Using the material support offered by the lay people, the monks can then spend their time devoted to meditation, study, and Dhamma discussions.

In the evenings and on the weekends there are activities organized for the public to come and practice the Buddha's teachings. Some of these focus on meditation, some focus on learning, and some focus on practices like chanting. There are some activities especially for young adults and children.

From time to time lay people will gather at the monastery to organize social service activities such as serving food to the homeless.



Families offering food to monks

### Buddhist Pastoral Care

The Buddha designed a spiritual relationship of mutual support for his monastic and lay followers. There are many ways that monks provide for the spiritual life of lay people in addition to teaching at scheduled activities.

*Meditation Advice:* People with questions on their meditation can talk to the monks before or after any activities.

*Medical Visitations:* Monks are available to visit patients in hospital or at home to provide spiritual encouragement in difficult times.

*House Blessings:* Many people appreciate deepening their commitment to the Buddha's teachings as they go through worldly transitions such as moving into a new house.

*Expectant Parents Blessing and Counseling:* Taking on the responsibilities of parenthood is a major step in lay life and choosing to raise a child with a religious education is an important part of that step.

*Spiritual Counseling:* Monks are always available to provide spiritual guidance to people wishing to apply the Buddha's teachings to their daily lives.

All of these services are provided at no charge.



Visit by Christian seminary students

### History of Mahamevnawa Monastery

Mahamevnawa is an organization of meditation monasteries established on the 14th of August 1999, in Sri Lanka, by Ven. Kiribathgoda Gnanananda Thero. Its sole purpose is to spread the original teachings of the Buddha. Over a period of 17 years, Mahamevnawa established over 50 branches of monasteries in Sri Lanka and as well as overseas. 40 branches are in Sri Lanka and the rest are in Toronto, Winnipeg, Canada; New Jersey, Washington DC, California, Florida, USA; Sydney, Melbourne, AU; London, UK; Offenbach, Germany; Dubai; South Korea; Italy; and India. Mahamevnawa follows Theravada school and monastic tradition. Presently there are more than 800 monks, more than 75 nuns, and thousands of lay disciples practicing Dhamma at Mahamevnawa.

### Contact information

#### Buddha Meditation Centre Mahamevnawa Buddhist Monastery Winnipeg

2610 St Mary's Road, Winnipeg, MB R2N 4A2

204-881-5094

[info@mahamevnawawinnipeg.org](mailto:info@mahamevnawawinnipeg.org)

[mahamevnawawinnipeg.org](http://mahamevnawawinnipeg.org)

[facebook.com/BuddhistWinnipeg](https://facebook.com/BuddhistWinnipeg)



**Chanting on the Buddha's Birth Day**



**Children's Dhamma discussion**



**One-day retreat at Dalnavert Museum Auditorium**



**Food for main street project**



### **The Supreme Buddha's Words on Loving-Kindness**

Let none deceive another,  
Or despise any being in any state.  
Let none through anger or ill-will  
Wish harm upon another.  
Even as a mother protects with her life  
Her child, her only child,  
So with a boundless heart  
Should one cherish all living beings;  
Radiating kindness over the entire world:  
Spreading upwards to the skies,  
And downwards to the depths;  
Outwards and unbounded,  
Freed from hatred and ill-will.  
Whether standing or walking, seated or lying down  
Free from drowsiness,  
One should sustain this recollection.  
This is said to be the sublime abiding.  
By not holding to fixed views,  
The pure-hearted one, having clarity of vision,  
Being freed from all sense desires,  
Is not born again into this world.

**Let's Spread Loving-Kindness**

**Visitors are always welcomed**



**Minutes – Board of Adjustment – October 18, 2017**

**PUBLIC HEARINGS**

**Item No. 6                      Conditional Use – 2610 St. Mary’s Road  
   (St. Vital Ward)  
   File DCU 150198/2017C**

**BOARD OF ADJUSTMENT DECISION:**

The Board of Adjustment concurred in the recommendation of the Winnipeg Public Service, and approved a Conditional Use on “the land” to permit the establishment of a Place of Worship.

Subject to the following condition(s):

1.        That if any development granted by the Order is not established within two (2) years of the date thereof, the Order, in respect of that Conditional Use shall terminate.
2.        That the north side driveway be gated to restrict access to the rear of the property.
3.        That for the development of any building, plans showing the location and design of proposed buildings, parking, signage, landscaping and fencing shall be submitted to the Director of Planning, Property and Development for plan approval prior to the issuance of any building or development permits, and thereafter all to be constructed to the satisfaction of the Director of Planning, Property and Development.

## Minutes – Board of Adjustment – October 18, 2017

### DECISION MAKING HISTORY:

The Winnipeg Public Service advised that all statutory requirements with respect to this application have been complied with.

Moved by Vanessa Mulhern,

That the report of the Winnipeg Public Service be taken as read.

Carried

Moved by Vanessa Mulhern,

That the receipt of public representations be concluded.

Carried

Moved by Vanessa Mulhern,

That in accordance with Section 254 and Subsection 247(3) of The City of Winnipeg Charter, the Conditional Use,

- (a) ☒ is consistent ☐ is not consistent  
with Plan Winnipeg, and any applicable secondary plan;
- (b) ☒ does not create ☐ does create  
a substantial adverse effect on the amenities, use, safety and convenience of the adjoining property and adjacent area, including an area separated from the property by a street or waterway; and
- (d) ☒ is ☐ is not  
compatible with the area in which the property to be affected is situated.

### Supporting Comments:

1. The Board of Adjustment agreed with the administrative comments contained in the report of the Urban Planning Division dated October 10, 2017.

Carried

**Minutes – Board of Adjustment – October 18, 2017**

DECISION MAKING HISTORY (continued):

Moved by Vanessa Mulhern,

That the recommendation of the Winnipeg Public Service be concurred in,  
and the Conditional Use be approved.

Carried

Moved by Vanessa Mulhern,

That the public hearing with respect to this application be concluded.

Carried



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**THE CITY OF WINNIPEG  
CONDITIONAL USE ORDER  
BOARD OF ADJUSTMENT**

**DCU 150198/2017C**

Before: Board of Adjustment  
Ken Desrochers, Chairperson  
Vanessa Mulhern  
Bill Sawka

Hearing: October 18, 2017  
Council Building, 510 Main Street

Applicant: Mahamevnawa Buddhist Monastery  
(Nuwan Perera)

Premises Affected: 2610 St. Mary's Road

Legal Description: LOT 3 PLAN 20715 152/159 ST N, hereinafter called "the land"

Property Zoned: "RR5" – Rural Residential 5 District

Nature of Application: For a Conditional Use under the Winnipeg Zoning By-Law No. 200/2006 to permit the establishment of a Place of Worship.

It is the opinion of the Board of Adjustment that subject to conditions listed below, if any, this Conditional Use meets the statutory criteria as outlined in Section 254 and Subsection 247(3) of The City of Winnipeg Charter in that it:

(a) ☒ is consistent ☐ is not consistent  
with Plan Winnipeg, and any applicable secondary plan;

(b) ☒ does not create ☐ does create

a substantial adverse effect on the amenities, use, safety and convenience of the adjoining property and adjacent area, including an area separated from the property by a street or waterway; and

- (d) ☒ is ☐ is not  
compatible with the area in which the property to be affected is situated.

Supporting Comments:

1. The Board of Adjustment agreed with the administrative comments contained in the report of the Urban Planning Division dated October 10, 2017.

ORDER:

The Board of Adjustment orders that For a Conditional Use under the Winnipeg Zoning By-Law No. 200/2006 to permit the establishment of a Place of Worship. is approved on "the land".

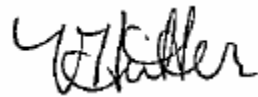
Subject to the following condition(s), which the Board of Adjustment considers necessary to ensure compliance with criteria (a), (b) and (d) above, namely:

1. That if any development granted by the Order is not established within two (2) years of the date thereof, the Order, in respect of that Conditional Use shall terminate.
2. That the north side driveway be gated to restrict access to the rear of the property.
3. That for the development of any building, plans showing the location and design of proposed buildings, parking, signage, landscaping and fencing shall be submitted to the Director of Planning, Property and Development for plan approval prior to the issuance of any building or development permits, and thereafter all to be constructed to the satisfaction of the Director of Planning, Property and Development.

THIS ORDER IS SUBJECT TO ALL BUILDING, HEALTH OR OTHER REGULATIONS PERTAINING TO THE LAND HEREIN REFERRED TO.

DATE OF ORDER: October 20, 2017

CERTIFIED BY:



V. Hutter  
Secretary to the Board

HOW TO APPEAL

If you object to this Order, you are entitled to file a notice of appeal. Your notice of appeal must:



- (a) be in writing;
- (b) contain your name, mailing address and phone number;
- (c) be addressed as set out below;
- (d) be received at that office not later than 4:30 p.m. on November 8, 2017;  
**[IF RECEIVED LATE YOUR APPEAL CANNOT BE HEARD.]**
- (e) refer to Conditional Use Order No. DCU 150198/2017C; and
- (f) provide the reason(s) for the appeal

The City Clerk may not schedule an appeal hearing until your notice of appeal meets the above requirements.

Address: City Clerk, City of Winnipeg  
c/o Appeal Committee  
Susan A. Thompson Building  
Main Floor, 510 Main Street  
Winnipeg, Manitoba, R3B 1B9  
Fax: 204-947-3452  
Email: CLK-Appeals@winnipeg.ca

THE FOLLOWING PERSONS MADE REPRESENTATIONS AND ARE ENTITLED TO APPEAL:

In Support:

Sandeep Anand  
Jonty Chandrasena  
Anuradha Dissanayaka  
Thilank Jayasekera  
Lahiru Jayatillake  
David Kirkpatrick  
Sumit Piyadasa  
Georgina Rheume  
Hasaka Rutnmalala  
Ishan Samaranoyake  
Sajeewa Welendagoda

In Opposition:

Nil

For Information:

Nil

For the City:

E. Finnigan, Planner, Planning, Property and Development Department

R. Galston, Planner, Planning, Property and Development Department

## **EXHIBITS FILED FOR DCU 150198/2017C**

1. Application dated September 5, 2017
2. Notification of Public Hearing dated September 18, 2017
3. Manitoba Status of Title 2891083/1
4. Letter of authorization dated July 10, 2017 from Chandana Karawita, Anuradha Priyadarshana Dissanayaka, Rivirah Warnakulasooriya, Chaminda Weerakoon and Ajith Rajamanthri to Mahamevnawa Buddhist Monastery Winnipeg
5. Surveyor's Building Location Certificate and sketch dated June 19, 2017
6. Confirmation from the Zoning and Permits Administrator that the subject property may be posted in substitution for newspaper advertising
7. Petition in support of the application purporting to contain the signatures of 5 area residents, submitted by the applicant
8. Plans, Sheets 1 to 3 inclusive, for File DCU 150198/2017C dated September 1, 2017
9. Report from the Urban Planning Division dated October 10, 2017
10. Inspection Report
11. Supporting documentation in support of the application from Jonty Chandrasena, submitted at the public hearing

## ADMINISTRATIVE REPORT

**Title:** DCU 17-150198\C – 2610 St Mary's RD

**Issue:** For consideration at the public hearing for a conditional use associated with the establishment of a place of worship.

**Critical Path:** Board of Adjustment as per the Development Procedures By-law and The City of Winnipeg Charter.

### AUTHORIZATION

Author	Division Head	Department Head	CFO	CAO
Simi Jerez	B. Smith	n/a	n/a	

### RECOMMENDATIONS

The Urban Planning Division recommends approval of the application for a conditional use under Zoning By-Law No. 200/2006 to permit the establishment of a Place of Worship. Subject to the following condition(s):

- 1) That if any development granted by the Order is not established within two (2) years of the date thereof, the Order, in respect of that Conditional Use shall terminate.
- 2) That the north side driveway be gated to restrict access to the rear of the property.
- 3) That for the development of any building, plans showing the location and design of proposed buildings, parking, signage, landscaping and fencing shall be submitted to the Director of Planning, Property and Development for plan approval prior to the issuance of any building or development permits, and thereafter all to be constructed to the satisfaction of the Director of Planning, Property and Development.

### REASON FOR THE REPORT

- Conditional Use applications require a public hearing as per *The Development Procedures By-law* No. 160/2011 and *The City of Winnipeg Charter*, section 249.
- The report is being submitted for the Board of Adjustment's consideration of the development application at the public hearing.

### IMPLICATIONS OF THE RECOMMENDATIONS

If the recommendations of the Urban Planning Division are concurred in, the applicant will be permitted to establish a place of worship.

#### FILE/APPLICANT DETAILS

**FILE:** DCU 17-150198\C  
**RELATED FILES:**  
**COMMUNITY:** Riel Committee  
**NEIGHBOURHOOD #:** 5.543 - St. Vital Perimeter South neighbourhood  
  
**SUBJECT:** For a Conditional Use under Zoning By-Law No. 200/2006 to permit the establishment of a Place of Worship.  
  
**LOCATION:** 2610 St Mary's RD  
**LEGAL DESCRIPTION:** LOT 3 PLAN 20715 152/159 ST N  
  
**APPLICANT:** Nuwan Perera  
3 Drew ST  
Winnipeg , Manitoba  
  
**OWNER:** CHAMINDA WEERAKOON  
227 WAYFIELD DR  
Winnipeg , Manitoba R3T 6C7

#### HISTORY

N/A

#### DISCUSSION

##### CRITERIA FOR APPROVAL

Pursuant to Section 247(3) of *The City of Winnipeg Charter*, an application for a conditional use with respect to a property may be approved if the conditional use:

- (a) is consistent with Plan Winnipeg and any applicable secondary plan;
- (b) does not create a substantial adverse effect on the amenities, use, safety and convenience of the adjoining property and adjacent area, including an area separated from the property by a street or waterway;
- (d) is compatible with the area in which the property to be affected is situated.



## SITE DESCRIPTION

- The subject property is located on St Mary's Road, in the St. Vital Perimeter South neighbourhood of the St Vital ward.
- The subject site is 4.5 acres in area, with a 2,573 square foot residence built in 1987 as well as three small out buildings.
- The site is designated within the 2 acre Medium Density Policy Area within the St. Vital Perimeter South Secondary Plan.
- The site is in the Medium Density policy area in the St. Vital Perimeter South Secondary plan.



Figure 1: Aerial Photo of Subject Site and Surrounding Uses (flown 2016)

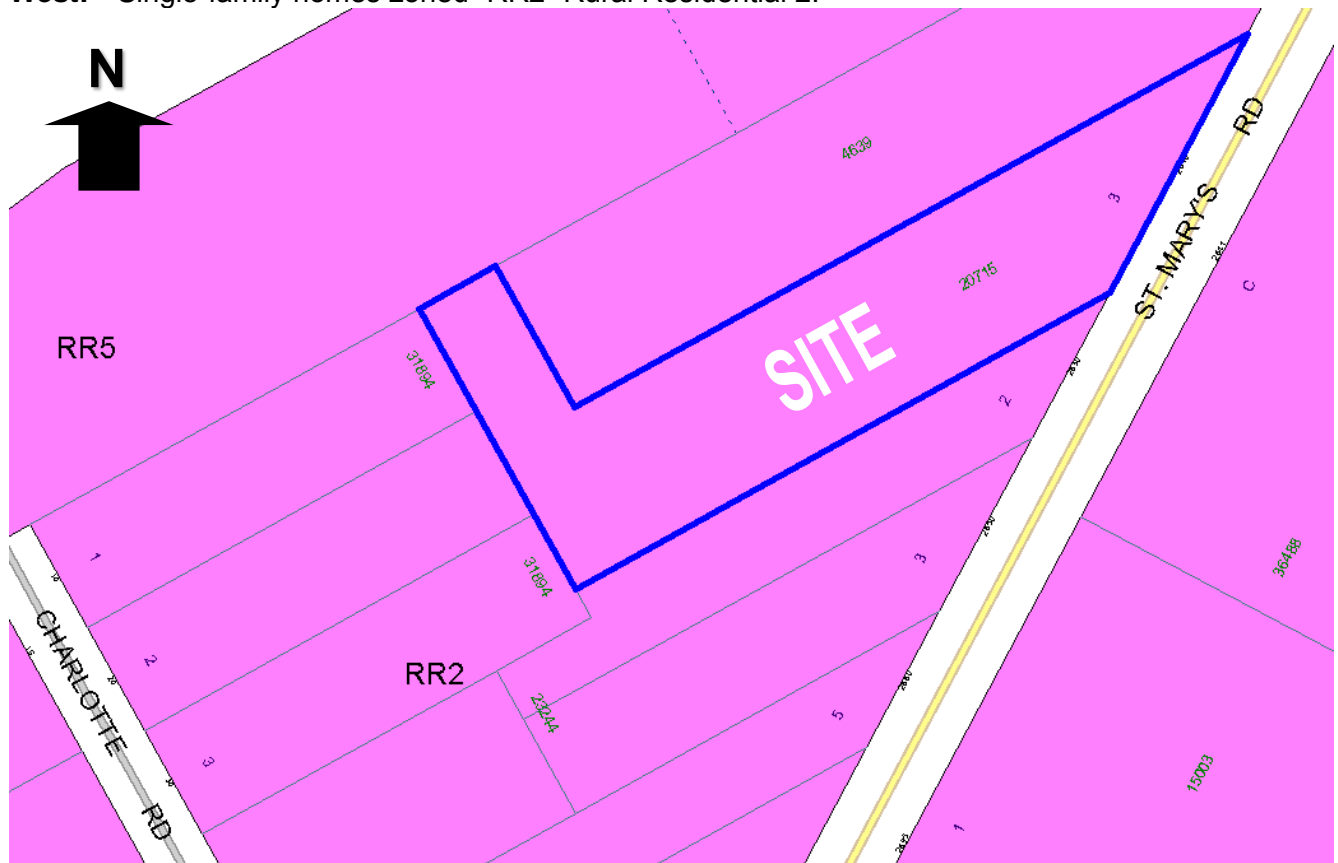
## SURROUNDING LAND USE AND ZONING (See Figure 2)

**North:** Single-family homes zoned "RR5" Rural Residential 5; then the Perimeter Highway.

**South:** Single-family homes zoned "RR5" Rural Residential 5.

**East:** St. Mary's Road; then commercial uses zoned "RR5" Rural Residential 5.

**West:** Single-family homes zoned “RR2” Rural Residential 2.



**Figure 2: Zoning of the Site and Surrounding Area**

## **DESCRIPTION OF THE PROPOSED DEVELOPMENT**

- The applicant is proposing to use the existing residence on site as a monastery and place of worship for a Sri Lankan Buddhist Group.
- The applicant states that the proposed monastery is to be used for meditation, and will not be used or rented out for weddings, funerals or other events. The applicant states that typical attendance is between 10-15 people, and that there is a monthly meditation program that attracts up to 35 people.
- The applicant is proposing that parking will be located at the northeast corner of the existing residence to minimize the impact of vehicular circulation on the property to the south, where the residence is oriented towards the subject site. This will be further addressed through Plan Approval.
- The Buddha Meditation Centre and Mahamevnawa Monastery Winnipeg has been operating since March 2017, and was issued a zoning violation letter in April. Approval of this application would bring the current use into compliance with Zoning By-law 200/2006.

## **ANALYSIS AND ISSUES**

### **COMPLETE COMMUNITIES DIRECTION STRATEGY**

- Under the *Complete Communities Direction Strategy* the proposed development is located within the Rural and Agricultural policy area. Policies guiding development within Rural and



Agricultural areas generally address agricultural and rural residential uses. Direction 4 provides the following policy relevant to the proposed conditional use:

- Certain low intensity land uses that are compatible with Rural and Agricultural uses and that may not be appropriate in urban areas may be accommodated in Rural and Agricultural areas.

#### ST. VITAL PERIMETER SOUTH SECONDARY PLAN

- The subject site falls within the Medium Density area of the *St. Vital South Perimeter South Secondary Plan*. The policies of this plan state that all lots must have a minimum lot area of two acres, and a minimum requirement of 180 feet of lot width.

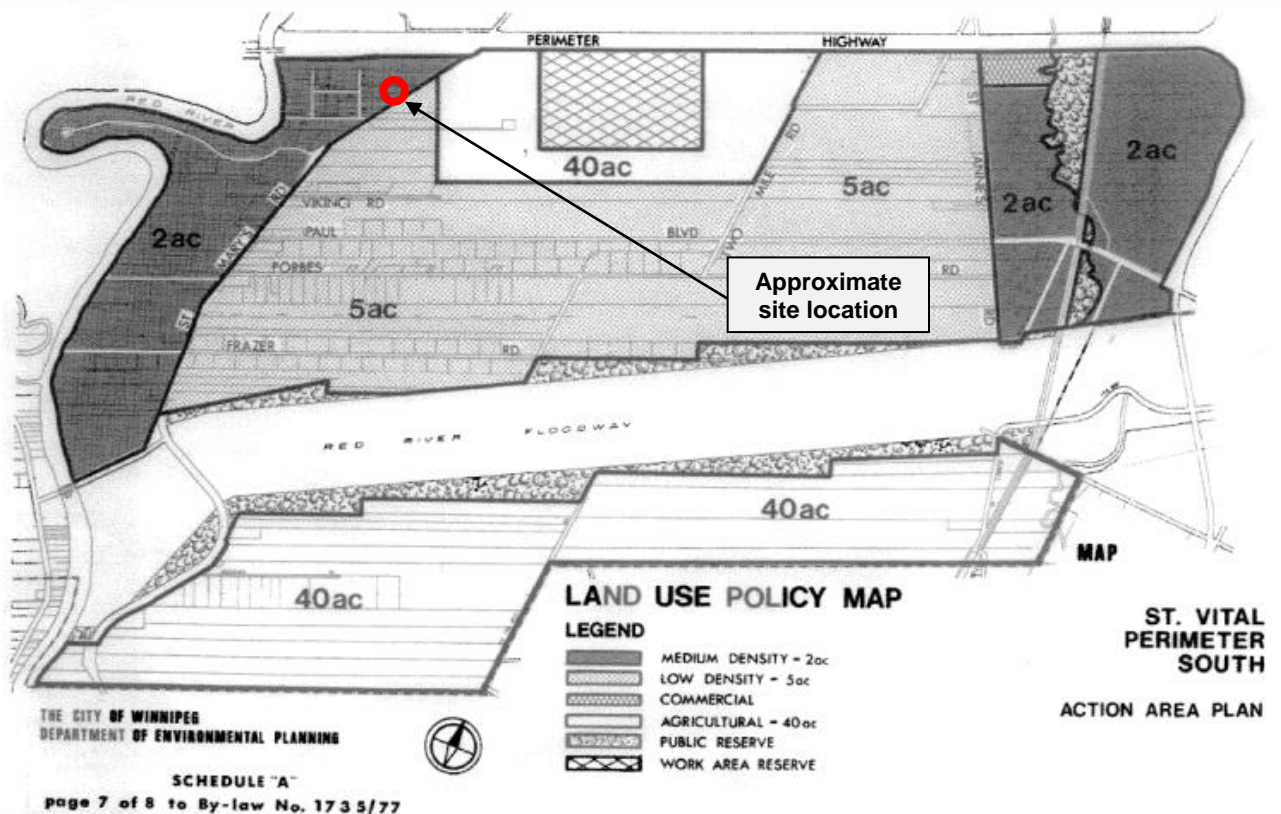


Figure 3: St. Vital Perimeter South Secondary Plan Land Use Policy Map

#### CITY OF WINNIPEG ZONING BY-LAW 200/2006

- Places of Worship are conditional uses in the “RR5” Rural Residential 5 district. As such, a conditional use application is required to establish a Buddhist temple and monastery on the subject property.

#### ANALYSIS OF CONDITIONAL USE

- Certain uses in the Zoning By-law 200/06 are deemed conditional as they may or may not be appropriate for the particular context considered. As such, conditional uses require a higher level of planning review and analysis to determine suitability.

- The Urban Planning Division does not object to the proposed conditional use, as it should not adversely affect adjacent properties or the surrounding area.
- Within close proximity of the site, there are three garden centres and one existing church. The proposed change in use is minor and is not expected to create a substantial change to either the built form or intensity of use on property. Any expansion of the site will require both a Conditional Use Application a Plan Approval Application.
- The proposal generally complies with the policies in the *Complete Communities Direction Strategy* and the *St. Vital Perimeter South Secondary Plan*.
- The applicant has submitted plans showing the approximate location of onsite parking and will submit final plans showing final plans for parking and additional landscaping for Plan Approval.

#### ADDITIONAL CONSIDERATIONS

- The applicant held an open house on June 21<sup>st</sup> to introduce neighbours and to the congregation and monks, and to address questions or concerns. The district planner attended the event.
- During a subsequent site visit, neighbours who were available noted that the applicant visited with them on more than one occasion to ensure that they were not being disturbed by noise or by vehicle headlights.

#### CONDITIONS OF APPROVAL

- The recommended condition of approval restricting access to the driveway adjacent to the north property line with a gate is included to ensure that visitors to the site do not use this shared driveway to access the rear of the site, thereby mitigating conflict. The gate would allow the property owner at 2596 St. Mary's Road to continue to use the driveway to access the rear of their property.
- Plan approval by the Director of Planning, Property and Development is recommended as a condition of approval in order to review all proposed expansion, buildings, parking, signage, landscaping and fencing to ensure that development complements the existing character of the neighbourhood.

#### REASONS FOR RECOMMENDATIONS

In the context of Section 247(3), the Urban Planning Division recommends **approval** for the following reasons:

- (a) is consistent with Plan Winnipeg and any applicable secondary plan;  
*In that, the Complete Communities Direction Strategy and the St. Vital Perimeter South Secondary Plan permit low intensity uses that so not affect agricultural uses and which complement rural residential uses.*
- (b) does not create a substantial adverse effect on the amenities, use, safety and convenience of the adjoining property and adjacent area, including an area separated from the property by a street or waterway;  
*In that, the conditional use is minor and does not fundamentally change the built form of the site or impact adjoining residential properties*

- (d) is compatible with the area in which the property to be affected is situated.

*In that, there is a mix of other land uses within the immediate vicinity of the subject lands.*

## **CONSULTATION**

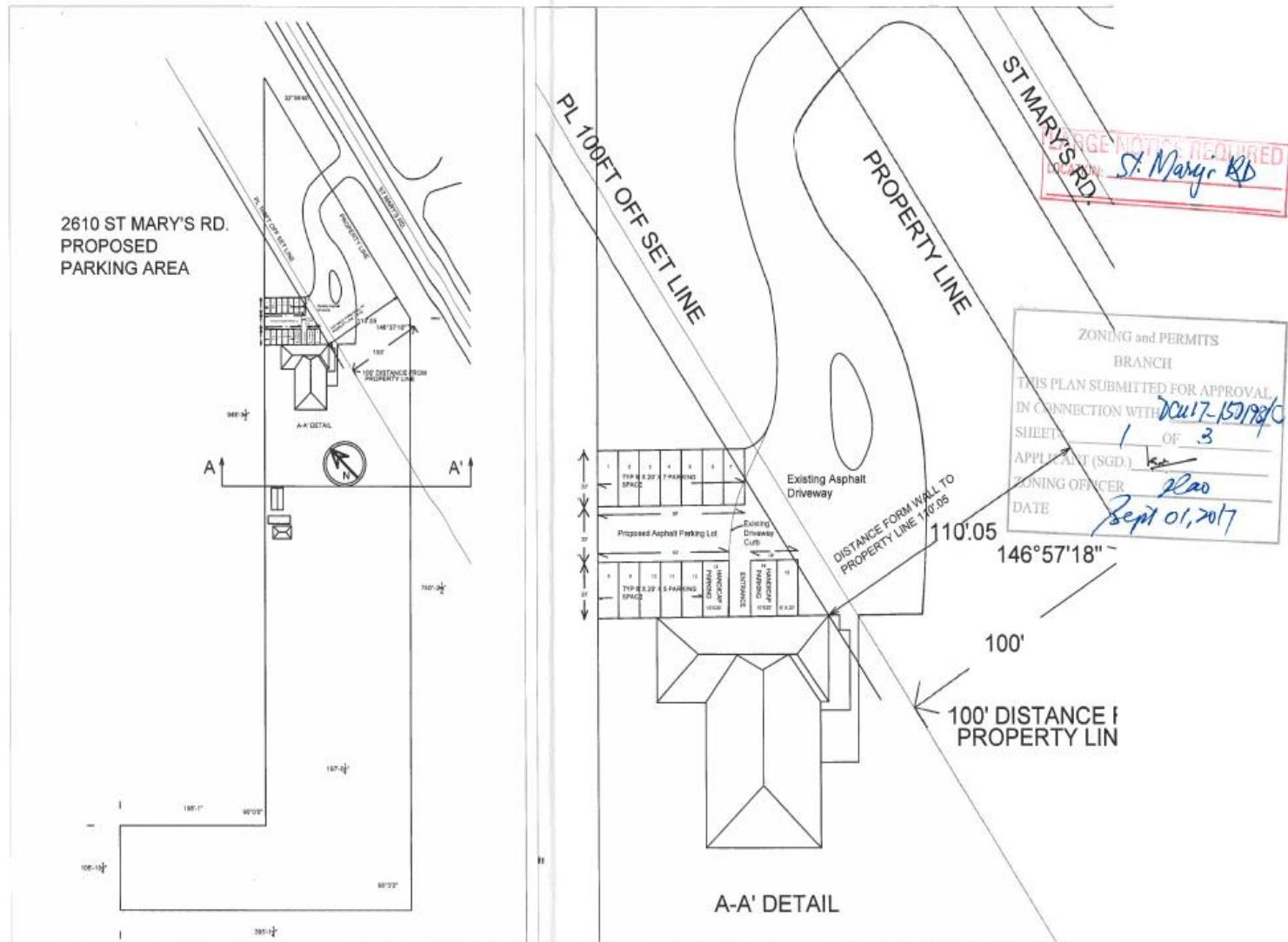
In preparing this report there was internal consultation with: N/A

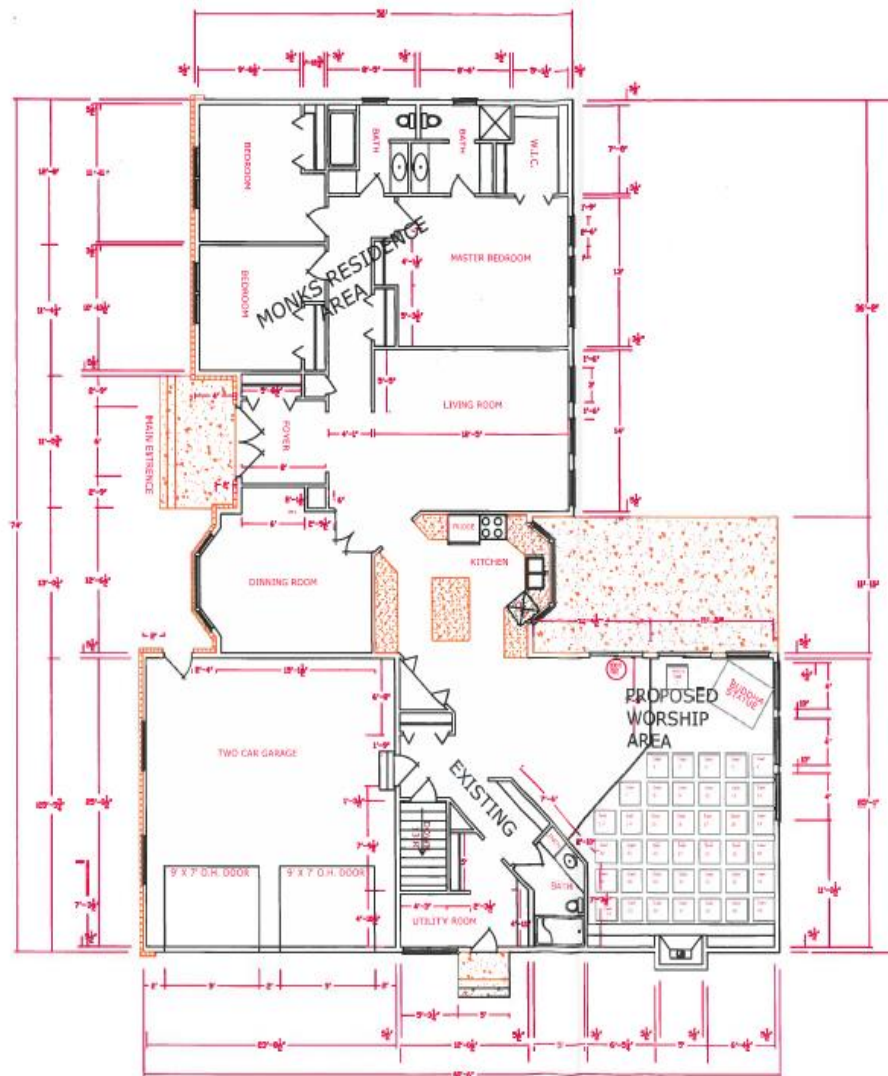
## **SUBMITTED BY**

Department: Planning, Property and Development  
Division: Urban Planning  
Prepared by: Simi Jerez  
Date: Tuesday, October 10, 2017  
File No. DCU 17-150198\C



Exhibit “8” referred to in File DCU 150198/2017C





ZONING and PERMITS  
BRANCH  
THIS PLAN SUBMITTED FOR APPROVAL  
IN CONNECTION WITH DCU 17-150178  
SHEET 2 OF 3  
APPLICANT (SGD.) bt  
ZONING OFFICER elas  
DATE Sept 01, 2017

2610 St Mary's  
Road

MAIN FLOOR PLAN

Date : June 24, 2017

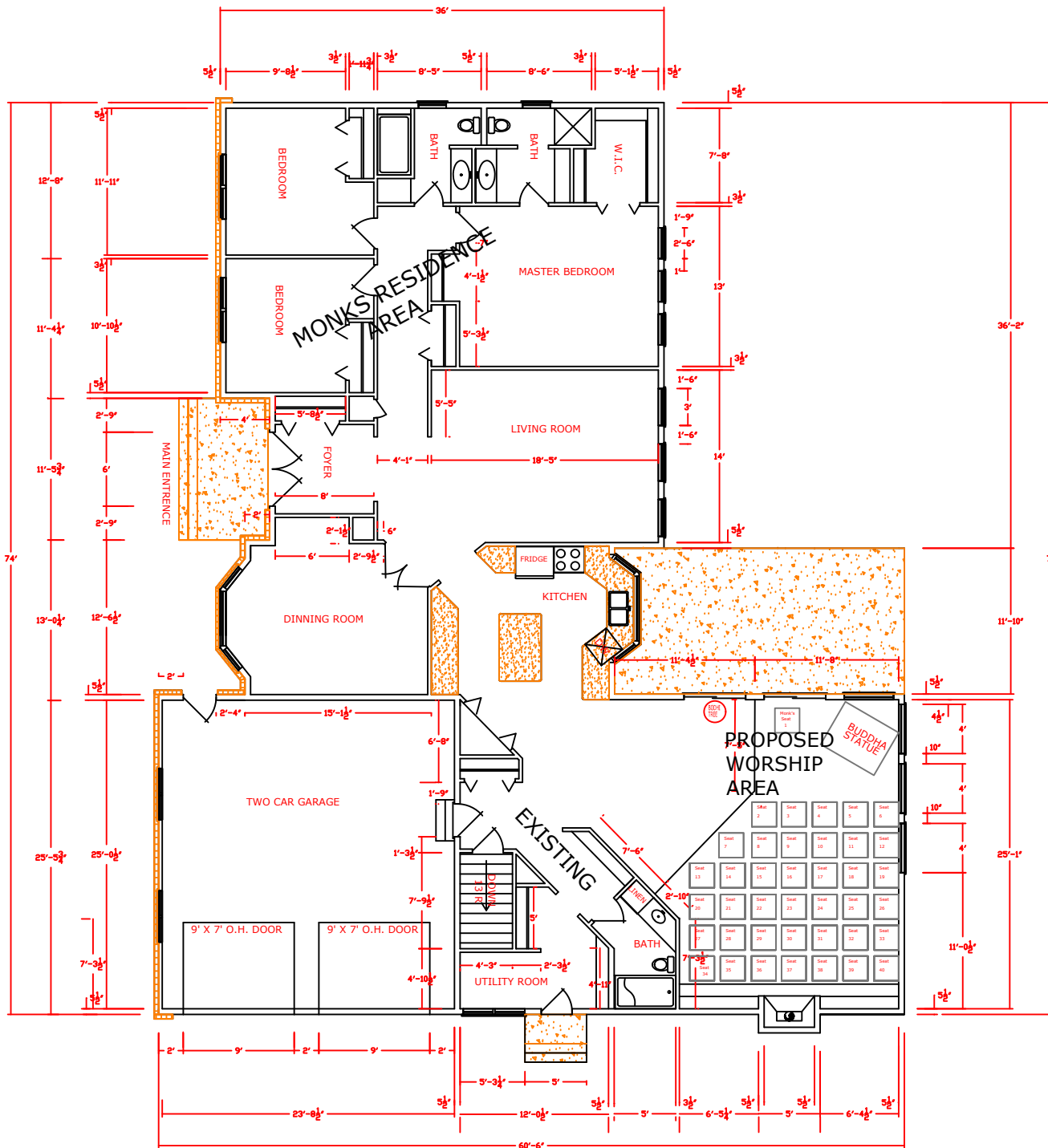
BLD Size: 2546 SQ. FT

Plan NO : TM 2546 BDG

Scale : 1: 150



ZONING and PERMITS  
BRANCH  
THIS PLAN SUBMITTED FOR APPROVAL  
IN CONNECTION WITH DCU 17150198/6  
SHEET 3 OF 3  
APPLICANT (SGD.) Ed  
ZONING OFFICER Alan  
DATE Sept 01, 2017



2610 St Mary's  
Road

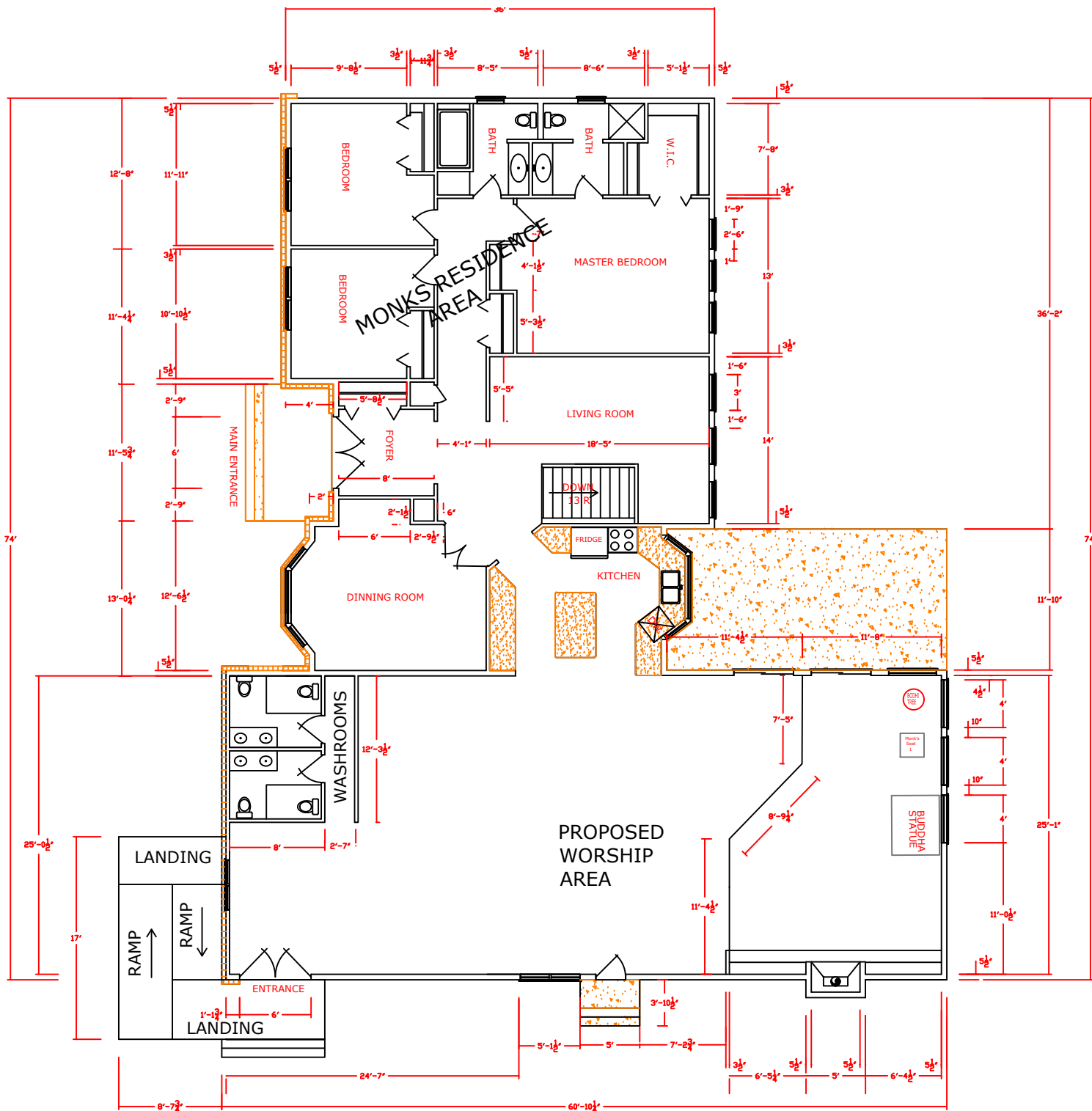
## MAIN FLOOR PLAN

Date : June 24, 2017

BLD Size: 2546 SQ. FT

Plan NO : TM 2546 BDG

Scale : 1: 150



2610 St Mary's Road

MAIN FLOOR PLAN

Date : June 24, 2017

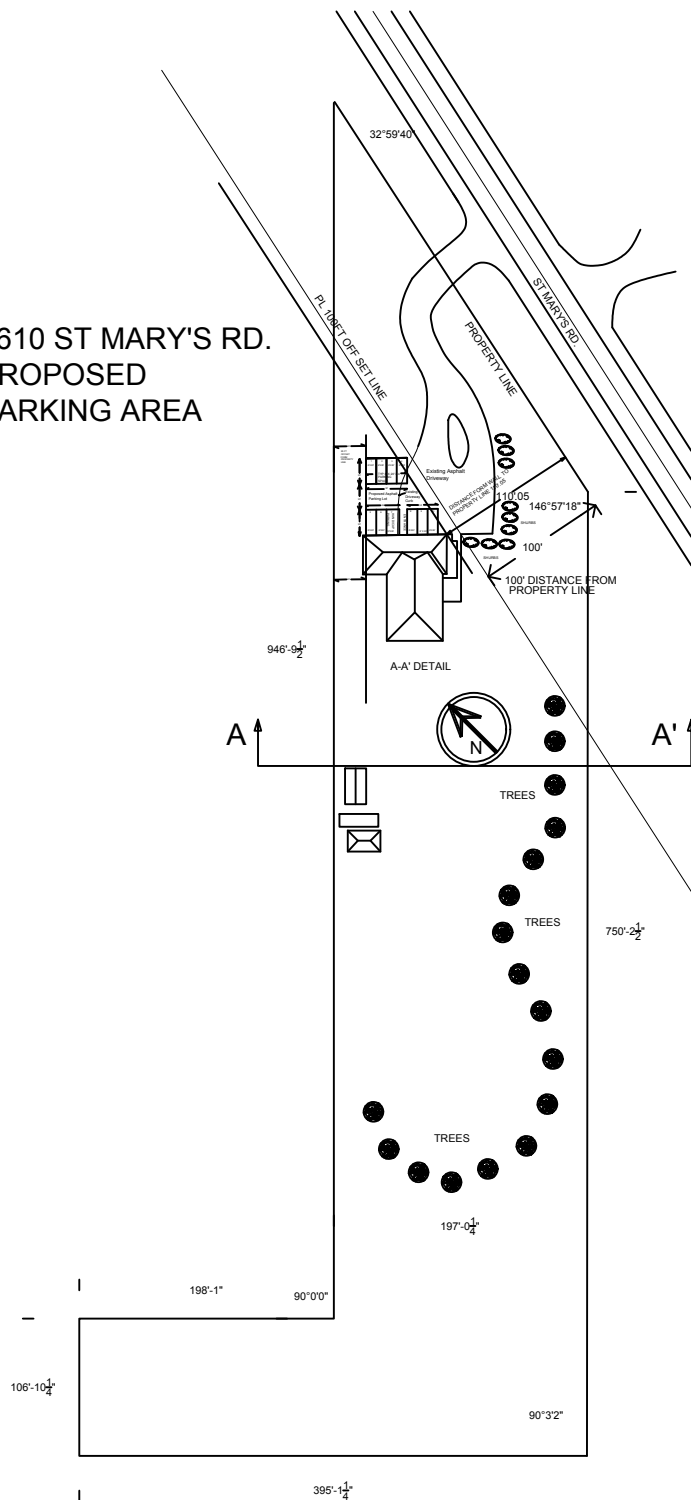
BLD Size: 2546 SQ. FT

Plan NO : TM 2546 BDG

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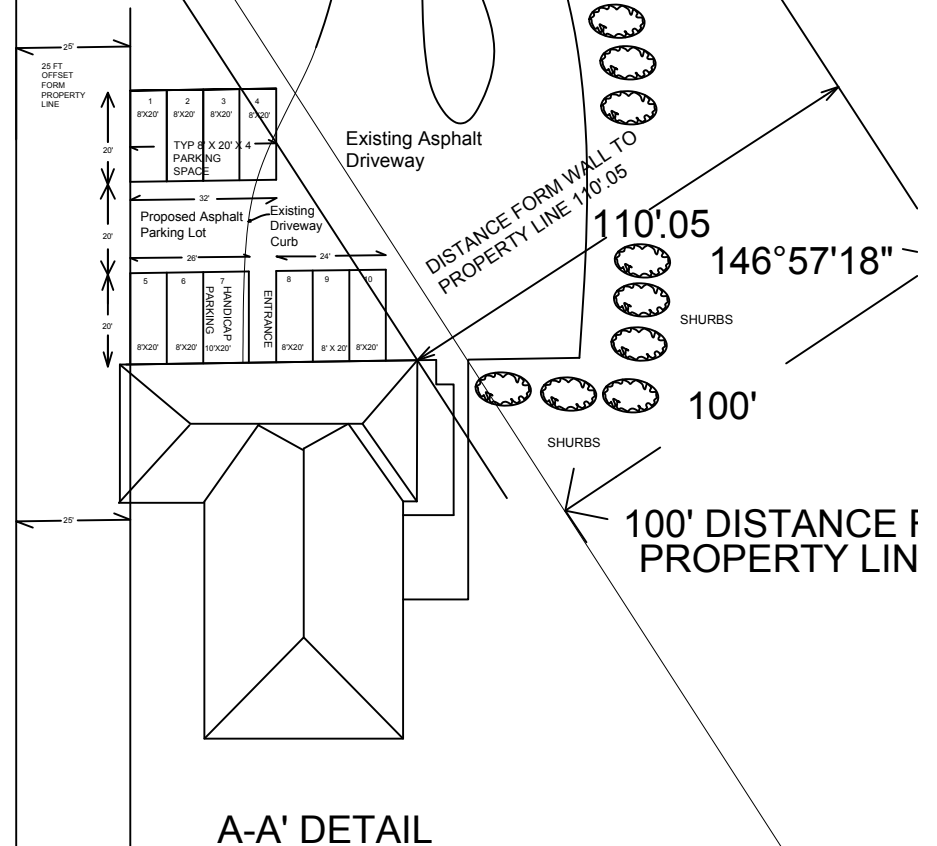
2610 ST MARY'S RD.  
PROPOSED  
PARKING AREA



PL 100 FT OFF SET LINE

ST MARY'S RD.

PROPERTY LINE



January 18, 2018

Attention: Anuradha Dissanayaka  
Email: [anuradha.dissanayaka@gmail.com](mailto:anuradha.dissanayaka@gmail.com)

RE: Architectural Consulting Services Proposal for:

**BUDDHIST MONASTERY – 2610 ST. MARY'S ROAD RENOVATIONS**

Dear Anuradha

Thank you for inviting Sputnik Architecture Inc. to submit a fee proposal for your proposed Buddhist Monastery renovations at 2610 St. Mary's Road. Below you will find our understanding of the project scope, and description of project deliverables and Architectural fees for Architectural design, construction drawing and construction phase periodic site review services.

As requested, we have also provided you with Engineering Consultant proposals for Mechanical and Electrical design, construction drawing and construction phase periodic site review services. Civil engineering design and landscape design services are not included.

**1.0 PROJECT DESCRIPTION**

Our understanding is that you have already obtained Zoning Conditional Use approval for the intended use of a Buddhist Monastery at the residential property at 2610 St. Mary's Road. The Zoning approval includes use of the building for a worship space (Assembly use) and monk's residence (Residential use). The Zoning Conditional Use approval is based on a proposed maximum occupant load of 50 persons in the worship space (Assembly use) area, and for living quarters for up to 10 monks in the residence area.

The Zoning approval was conditional based on making specific zoning upgrades (10 paved parking stalls, and a visual buffer of trees) and all applicable building code upgrades to be completed within a two-year time frame. Zoning upgrades are to include 10 paved parking stalls, and a visual buffer of trees along the south property line facing St. Mary's Road. As an Assembly use building, it will be required to meet MBC Part 3 requirements.

We understand your intent is to use the existing "Family Room" area as the worship space (as per your June 24/17 Floor Plan drawing). The bedroom wing of the building will be used as a residence for 2 monks. The kitchen and dining area between will be shared space. At this time, you do not plan to use the basement for worship or gathering space (i.e. assembly use), but would like to be advised of required code upgrades if used as assembly space in the future. You also would want to be advised of the implications of increasing the building occupant load in the future (possibly with an addition).

It is our understanding that kitchen will be used by the monks as a typical private residential kitchen (i.e. for their own food preparation and a few guests on occasion), and will be limited to use as a heating kitchen for assembly use space.

The building history is that the building was constructed as a private residence in 1986. The main floor was fully developed while the basement is partially developed. Existing services include the following:

1. Electrical panel rating: 200 Amps
2. Hot water tank: Gas - 50 US gallons
3. Furnace 1: Gas - Input 105MBTU/H Output 79.8 MBTU/H (Residence side)

4. Furnace 2: Gas - Input 75MBTU/H Output 57 MBTU/H (Assembly side)
5. Sewer service: Septic field. You have requested assessment of the septic system to confirm if the proposed use and occupant loads presents any concerns, either now or in the future. Note that this may require assessment by a Civil engineer (not included in this proposal).

While it is premature to define the final scope of required upgrades, it is anticipated that they may encompass, but not be limited to the following items:

- vertical fire separation between group C and group A-2 use areas
- horizontal fire separation between basement and main floor
- appropriate fire separation between garage and house
- alterations to existing stair to fire enclose it, and provide fire protected egress to exterior (alternatively this stair could be converted to a convenience stair and a new fire exit stair could be constructed)
- structural floor loading upgrades for A-2 use
- HVAC upgrades as required for proposed A-2 and C uses
- smoke alarms, fire alarm etc. as required for proposed A-2 and C uses
- HVAC alterations (fire dampers etc.) as required to suit new fire separations
- washroom upgrades to meet 50 person A-2 occupant load
- barrier-free access renovations to be determined

It is understood that your projected schedule is to move forward with design and construction drawings over the winter in anticipation of obtaining a building permit in early spring.

## 2.0 ARCHITECTURAL SERVICES - SCOPE OF WORK AND DELIVERABLES

The following is a description of proposed architectural consulting services, based on our understanding of the Client's project objectives. Items 1- 3 are tasks leading up to and including making the building permit application. Item 4 – Architectural Site Reviews during Construction, is a requirement of the Authority having Jurisdiction (City of Winnipeg). Items 5 – 7 are optional services which can be provided, if desired by the Owner.

BASIC SERVICES – Items 1-4, OPTIONAL SERVICES – Items 5-7

### I. Schematic Design Phase \*

- Start-up meeting with Owner to review space allocation requirements, outline all project objectives, confirm budget parameters, deliverable requirements and schedule issues
- Obtain available original building construction drawings from Owner
- Site documentation (take site photos and confirm all principally relevant measurements)
- Review Building Code requirements and prepare preliminary code summary
- Confirm barrier-free access requirements \*\*
- Prepare schematic design options for Client review
- Coordinate schematic design requirements with Structural, Mechanical and Electrical engineers
- Confirm kitchen use and design requirements with Department of Health
- Review Code summary and schematic design scheme with Authorities having Jurisdiction (City of Winnipeg)

\*Note 1: We have allowed for up to two Owner meetings during non-business hours (evenings or weekend) for Phase 1 and 2 services. It is assumed the balance of correspondence will be email correspondence or meetings at Sputnik offices conducted during standard business hours.

\*\* Note 2: It should be noted that the possible future use of the basement for Assembly use would require barrier-free access to the basement (i.e. an elevator for all practical

purposes). Schematic design recommendations (sketches) for suitable elevator location and space requirements are included in the scope of work; detailed design drawings or construction drawings for an elevator are excluded.

2. Building Permit / Issued for Construction Documents \*
  - After receiving Owner approval of schematic design, prepare Architectural Construction Permit Drawings. Drawings to include property Site Plan, Main & Basement Demolition Plans, Main & Basement Floor Plans, Exit Stair and Wheelchair ramp details, Door Schedule, Washroom Elevations showing code compliant accessories, and Reflected Ceiling Plans as required.
  - Prepare Construction Specifications as required.
  - Coordinate permit / construction drawings with Structural, Mechanical and Electrical Engineers
  - Prepare Building Code Summary for permit application
  - Select interior finishes and prepare colour scheme as required
  - Review final permit documents with Owner / obtain approval prior to making Building Permit Application
3. Building Permit Application
  - Prepare Architectural building permit application forms (CADS & Architectural BDS forms)
  - Coordinate consulting engineering permit forms
  - Submit application forms with permit drawings to City of Winnipeg
4. Architectural Site Reviews during Construction
  - Conduct 2 periodic site reviews & submit report to City of Winnipeg
  - Conduct final (3<sup>rd</sup>) site review and issue Architectural Certification documentation and Final Occupancy documentation to City of Winnipeg
5. Tender & Contractor Selection Phase (if required by Owner)
  - Work with Owner to develop list of invited General Contractors (or Construction Manager)
  - Issue Contract Documents to invited General Contractors
  - Coordinate tender process
  - Evaluation of requests for equal during quotation period.
  - Preparation of addenda.
  - Review tender bids with Owner.
6. Construction Administration Services (if required by Owner)
  - Administer Owner / Contractor site meetings
  - Review of trade shop drawings
  - Respond to contractors' queries
  - Issue site instructions and / or clarifications as required
  - Coordinate contractor and consultant closeout documentation including review of O & M manuals and contractor-prepared red-line record drawings
7. Contract Administration Services (if required by Owner)
  - Prepare Owner – Contractor Agreement
  - Review of Monthly Progress Claims
  - Issue Monthly Payment Certificates on behalf of Owner
  - Issue Contract Change Orders on behalf of Owner
  - Issue Substantial Completion and Final Completion documents for lien holdback purposes

### 3.0 ARCHITECTURAL CONSULTING FEES

#### Basic Architectural Services

1. Schematic Design Phase	\$4,000
2. Construction Documents Phase	\$6,000
3. Building Permit Application	\$800
4. Architectural Site Reviews during Construction (3 in total)	<u>\$1,500</u>

Total Basic Architectural Services Fee \$12,300

#### Optional Architectural Services

5. Tender & Contractor Selection Phase	Excluded at this time
6. Construction Administration Services	Excluded at this time
7. Contract Administration Services	Excluded at this time

#### Fee Exclusions:

- Applicable taxes
- Disbursements will be chargeable at cost for out of town travel and related costs, courier, printing of contract documents, marketing or presentation renderings and other agreed upon expenses.
- Civic Authority fees such as Development Permit fees, Building Permit fees, Zoning Variance fees, City of Winnipeg Pre-Permit Meeting fees, City of Winnipeg Drawing Search fees.
- Structural, Mechanical, Electrical or Civil engineering services.
- Landscape design services (including tree and plant selection).
- The City of Winnipeg may request a Status of Title Certificate for the building permit submission. This can be obtained by the Owner from the Provincial Land Titles office.

### 4.0 ADDITIONAL SERVICES / PROJECT CHANGES

The following services are not included in the above scope of work, but can be provided on a fixed fee or hourly rate basis as agreed upon prior to commencement of work.

- Solicitation of third party services such as legal and / or topographical survey, geotechnical soils report, environmental assessment, hazardous materials survey, geothermal analysis etc.
- Preparation or coordination of hazardous materials abatement work
- Provision of construction cost estimates, or coordination of construction cost estimates by construction cost estimates provided by a Quantity Surveyor, General Contractor, Construction Manager or building Trades.
- Solicitation of General Contractors or a Construction Manager for bidding or engagement purposes, either through informal contact or a more formal RFP or RFQ process.
- Preparation of LEED, PowerSmart or other sustainability systems documentation.
- Invasive site investigations or analysis that may be required due to unknown conditions (such as material sampling, hazardous material assessment, re-bar location analysis, roof snow load or mechanical equipment support load assessment etc.).
- Design or construction document revisions required due to new or modified codes which come into effect during the design or construction periods, or as requested by the Authority having Jurisdiction during the building permit application or construction phase.
- Preparation of Alternative Code Solution submissions (there are occasions where a formal Alternative Code Solution can be proposed to allow for a "non-prescriptive" approach to obtaining Building Code compliance, particularly in older buildings where prescriptive code compliance may be difficult or cost prohibitive. This requires a professional Architect submission outlining the proposal,



referencing the Building Code's functional and objective statements, with professional seal, and often involves further discussion with the City to bring to resolution).

- Preparation of 3D drawings, renderings, marketing / presentation materials and colour boards not described in scope of work
- Owner requested changes requiring substantive rework of design previously approved.
- Additional construction phase or warranty period Site Reviews not described in the above scope of work. (can be provided on a \$400 / site review basis)

Additional services or owner driven changes will be subject to additional fee and may be dealt with on a fixed fee basis or hourly as agreed upon prior to commencement of work.

The following standard hourly rates for 2018 are subject to revision annually as of January 1:

Designation	Hourly Fee
• Principal	\$140
• Architect/Senior Project Manager	\$125
• Intermediate Architect / Senior Interior Designer	\$115
• CAD Technician	\$100
• Contract Administrator	\$120
• Office Administration	\$ 90

## 5.0 PAYMENT TERMS

We will invoice monthly, and invoices are to be paid within 30 days of receipt, or be subject to interest charges of 1.5% monthly.

We are truly excited to be approached to be part of your team, and we look forward to working with you on this project. Please feel free to contact either myself or Peter if you have any questions about the scope of work, fees or other aspect of this proposal.

Best regards,

Vic Giesbrecht

Sputnik Architecture Inc.

**Client Signature of Agreement to Scope of Work and associated fees described above, and in accordance with Standard Terms & Conditions (attached.)**

_____	Owner
Client Name (Print)	Position

_____	, 2018
Company Name	Date

\_\_\_\_\_  
Client Signature

## STANDARD TERMS & CONDITIONS

### Definitions:

**Consultant:** The term "Consultant" or "Architect" means Sputnik Architecture Inc.

**Client:** The term "Client" means the party that Sputnik Architecture is entering a fee arrangement with, and is the addressee defined in the Fee Proposal header.

**Construction Cost:** Construction Cost means the total cost to the Client of the Work, and includes:

- (a) all materials, equipment, labour, Value Added Taxes, Contractor's overhead and profit provided in accordance with the Construction Contract Documents;
- (b) the cost of all installations for the Project carried out by parties other than the Contractor;
- (c) the cost of all Work carried out under the Construction Contract;
- (d) refunds or sales tax exemptions on any materials or equipment, or both;
- (e) the cost of Work carried out by direct labour or direct purchase of materials or equipment by the Client at prevailing prices;
- (f) the value of new or old materials provided by the Client;
- (g) the value of all deletions made by the Client from the Work after the Architect has completed a design for the deleted items as a part of the Work; and
- (h) the value of any monetary damages or set offs retained by the Client from the Contractor with respect to the Work; but does not include:
  - (i) Fees and Reimbursable Expenses of the Architect and the Architect's subconsultants;
  - (j) the fees and reimbursable expenses of Consultant of the Client;

**Opinion of Probable Cost:** Opinions of probable cost are only provided to indicate the possible cost of the construction work indicated by the outline specification or preliminary design. The estimates are typically based on past projects and/or published construction costing data and adjusted for local market conditions to the best of our knowledge at the time.

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

**Agreement Documents:** These terms and conditions are complementary to the Fee Proposal document and what is required by any one will be as binding as if required by all.

### Termination and Suspension:

**SUSPENSION OF SERVICES.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**TERMINATION OF SERVICES.** If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant. The Consultant may also terminate the Agreement if: there is an inability to reach an agreement on additional services; there is a change to the parties; there are substantially changed conditions.

**Insurance and Liability:**

**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Sputnik Architecture, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Sputnik Architecture and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Sputnik Architecture's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$250,000 per claim and \$500,000 in the aggregate within any policy year. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The Client may choose to increase the amount or the coverage of the Architect's professional liability insurance above that indicated above to obtain additional insurance that is specific to the Project. The Architect will cooperate with the Client to obtain such additional insurance, at the Client's expense.

If the Architect carries professional liability insurance for amounts greater than those specified above, such insurance will be available under this Architectural Agreement only up to the amount specified above, plus, if applicable, the amount of additional insurance obtained specific to the project.

Where the Project involves construction, the Client will provide or arrange for Project specific liability (wrap-up) insurance and property ("broad form"/builder's risk) insurance in respect of the Work and include the Architect thereunder as an additional insured.

**Consequential Damages:**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Third-Party Beneficiaries:**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**Job-Site Safety:**

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and

the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Ownership and Use of Documents:**

The Architectural Documents are the property of the Architect, whether the Work is executed or not. The Architect reserves the copyright therein and in the Work executed therefrom. The Client is entitled to keep a copy of the Architectural Documents for its records.

The Architect retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Services or from concepts, products, or processes which are developed or first reduced to practice by the Architect in performing the Services. The Client will not use, infringe or appropriate such proprietary rights without the prior consent and compensation of the Architect.

Provided the Fees and Reimbursable Expenses of the Architect are paid, the Client will have a non-exclusive license to use any proprietary concept, product or process of the Architect which relates to or results from the Services for the life of the Project and solely for purposes of its maintenance and repair.

Should the Client use the Architectural Documents or provide them to third parties for purposes other than in connection with the Project without notifying the Architect and without the Architect's prior written consent, the Architect will be entitled either to compensation for such improper use or to prevent such improper use, or to both. The Client will indemnify the Architect against claims and costs (including legal costs) associated with such improper use. In no event will the Architect be responsible for the consequences of any such improper use.

Should the Client alter the Architectural Documents without notifying the Architect and without the Architect's prior written consent, the Client will indemnify the Architect against claims and costs (including legal costs) associated with such improper alteration. In no event will the Architect be responsible for the consequences of any such improper alteration.

The Client may not use the Architectural Documents without having paid the Fees and Reimbursable Expenses of the Architect. The Architect is entitled to injunctive relief should the Architectural Documents be used without payment of the Fees and Reimbursement Expenses provided for in this Architectural Agreement.

The Architectural Documents are not to be used on any other project without the prior written consent and compensation of the Architect.

**Dispute Resolution:**

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

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

**Payment:**

Invoices shall be submitted by the Consultant according to the given invoicing schedule and are due upon presentation and shall be considered past due if not paid within Thirty (30) calendar days of the due date. Should the Client request a change to the Project or Work which requires the Architect to provide additional Services beyond those contemplated at the time the Architectural Agreement is signed, before undertaking such additional Services the Client and the Architect will agree in writing upon the Architect's remuneration and time for providing the additional Services. Failing an agreement with the Client, the Client will pay the Architect for the additional Services at the hourly rates set out in the Fee Proposal and any additional Reimbursable Expenses incurred, and grant a reasonable extension of time to the Architect for the performance of the additional Services.

Should the Client request a change to the Project or Work which renders useless a part of the Services already provided, the Client nonetheless will pay the Architect in accordance with this Architectural Agreement for Services already provided which the change has rendered useless.

Should it prove necessary for the Architect to rework or revise the plans and specifications forming part of the Services for reasons which the Architect could not reasonably foresee when the Architectural Agreement was signed, or owing to the default or the insolvency of the Client or the Contractor or a subcontractor, or as a result of the Client's suspension of the Services or Work on the Project, or because of damage to the Project by fire or some other cause, the Client will pay the Architect for any reworked or revised plans and specifications at the hourly rates set out in the Fee Proposal.

Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

**Severability:**

If any provision of this Architectural Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this Architectural Agreement and the other provisions of this Architectural Agreement will remain in full force and effect.

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Project: Buddhist Monastery - Renovations  
2610 St. Mary's Road  
Winnipeg, Manitoba  
Date: 2018.01.16

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Sputnik Architecture  
Unit 9 – 107 Osborne Street  
Winnipeg, MB R3L 1Y4  
Email: vic@sputnikarchitecture.com

Attention: Vic Giesbrecht

Dear Vic,  
Thank you for your request for our proposal for consulting engineering services for this project.

**Scope of Project**

Provide engineering drawings for the [project description] as per your email dated 2018.01.15 and the scope of work documentation provided.

**Scope of Services**

The scope of our work to include the following:

1. Completion of working drawings and specifications as per the scope of work provided.
2. Two(2) construction site visits per discipline. General Contractor is responsible to schedule meetings a minimum of two(2) weeks in advance.
3. Review of shop drawings and construction administration.
4. Review only of equipment commissioning information provided by contractors.
5. Building certification as required.
6. Record drawings in AutoCAD format. Marked up drawings are to be provided by the mechanical and electrical sub-trades.
7. The mechanical plumbing scope of work is limited to systems within the building, and does not include site services outside the building footprint.
8. All Class Cost Estimates are to be provided by others.
9. Owner requested changes after sealed drawings have been submitted (ie. Proposed Change Notices, Addenda, Site Instructions) to be invoiced at our standard hourly rate as indicated.
10. New Energy Code Clarifications: Coordination with third party energy consultants. Should the prescriptive path for the project not be anticipated or attainable, an additional \$5,000.00 of coordination fees would be required. No energy modelling is included in the CGM Engineering scope of work.

**Fee Method**

We propose the following consulting fees:

**Stage I: Initial Design**

Electrical Initial Site Visits (1):	\$500.00
Mechanical Initial Site Visits (1):	\$500.00

**Stage II: Contract Documents**

Electrical Fee:	\$2,000.00
Mechanical Fee:	\$3,000.00

**Stage III: Contract Administration**

Electrical Site Visits (1):	\$500.00
Mechanical Site Visits (1):	\$500.00

**Total Fees:** **\$7,000.00**

Not included in the above fees are the following items:

1. Any owner changes to working drawings after professional seal applied. Revisions can be provided on an hourly basis at the following rates: Engineer - \$150.00.
2. All applicable taxes.

These items are disbursements which would be supplementary to our consulting fees and invoiced at cost.

Additional site visits can be provided at \$500.00 per visit per discipline.

Stage I and Stage II fees are to be paid upon delivery of Stage II scope. Stage III fees are to be paid prior project certification. The total invoice payment is due within 60 days of receipt. Interest will be applied at 2% monthly for overdue statements.

If you have any questions, please call. Thank you for the opportunity to provide you with this proposal.

Sincerely,

CGM Engineering Ltd.

Per.



Tony Mitousis, P.Eng.  
TTM/ttm





**Structural Engineering Consultants**

162 – 2025 Corydon Ave • Suite 272 • Winnipeg • Manitoba • R3P 0N5 • T(204) 800 2072 • F(204) 800 2073 • ameen@asdel.ca

**Vic Giesbrecht**

**Sputnik Architecture Inc.**

Unit 9 – 107 Osborne St.

Winnipeg, MB.

R3L 1Y4

January 17, 2018

**RE: 2610 St. Mary's Road ~ Buddhist Monastery Renovations**

**Consulting Services Scope of Work, Deliverables and Fees:**

The fee proposals are based on the following understanding and assumptions of the project scope:

- 1) Design and building permit drawings to renovate an existing residential property located at 2610 St. Mary's Road into a Buddhist Monastery.
- 2) Structural design and structural drawings related to the following anticipated code upgrades:
  - ❖ vertical fire separation between group C and group A-2 use areas
  - ❖ horizontal fire separation between basement and main floor
  - ❖ appropriate fire separation between garage and house
  - ❖ alterations to existing stair to fire enclose it, and provide fire protected egress to exterior (alternatively this stair could be converted to a convenience stair and a new fire exit stair could be constructed)
  - ❖ structural floor loading upgrades for A-2 use
  - ❖ HVAC upgrades as required for proposed A-2 and C uses
  - ❖ smoke alarms, fire alarm etc. as required for proposed A-2 and C uses
  - ❖ HVAC alterations (fire dampers etc.) as required to suit new fire separations
  - ❖ washroom upgrades to meet 50 person A-2 occupant load
  - ❖ barrier-free access renovations to be determined
- 3) Fees for the above scope of work shall be : **\$3900.00 plus taxes**
- 4) Site reviews will be charged at the rate of **\$325.00 plus taxes** per site visit as and when required

**Note:**

- The above scope of work is per email from Vic Giesbrecht on 15 January 2018 & site visit on 13 January 2018



**Structural Engineering Consultants**

162 – 2025 Corydon Ave • Suite 272 • Winnipeg • Manitoba • R3P 0N5 • T(204) 800 2072 • F(204) 800 2073 • ameen@asdel.ca

- Any work not explicitly listed above is not included in this contract

Please feel free to contact myself if you have any questions about the scope of work, fees or other aspect of this proposal. Please let us know if you agree to the proposal above and would like to proceed with the work.

Best regards,

Ameen DeRaj, P.Eng.

ASDEL

**Client Signature of Agreement to Scope of Work and associated fees described above, and in accordance with Standard Terms & Conditions (attached.)**

Mr.

Client Name (Print)

Owner

Position

December , 2018

Company Name

Date

Client Signature



**Structural Engineering Consultants**

162 – 2025 Corydon Ave • Suite 272 • Winnipeg • Manitoba • R3P 0N5 • T(204) 800 2072 • F(204) 800 2073 • ameen@asdel.ca

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### **General Terms & Conditions:**

1. Changes to the proposed scope of work will be made in writing and signed and dated by an authorized representative of the Client.
2. Additional services will be invoiced on an hourly basis per the standard rate schedule.
3. Expenses or disbursements required to provide services within the described scope will be invoiced at cost plus a nominal management fee.
4. If required by the contract, a retainer fee will be paid to ASDEL. The contract does not come into effect until the retainer is received.
5. Invoices will be issued bi-weekly and at significant project milestones. Any remaining retainer amount will be returned to the client after all invoice amounts are deducted.
6. Invoices are payable on presentation. Hold-backs are not warranted or acceptable.
7. All outstanding fees are due at time of delivery of all project documentation (e.g. signed/sealed drawings or reports) unless other terms have been previously agreed.
8. Invoiced amounts are due regardless of whether the proposed project is initiated or not.
9. Overtime rates will be applied when authorized by the customer.
10. ASDEL's liability is limited to services provided for which full payment has been received by ASDEL.
11. Services may be subcontracted, in whole or in part, at ASDEL's discretion.
12. Deliverables will be prepared and delivered in electronic format unless explicitly requested in another media.
13. Deliverables are instruments of service produced for the purpose of communication of concepts resulting from professional engineering services.
14. Deliverables in any media format remain copyrighted property of ASDEL or subcontractor to ASDEL. Release for uses not previously agreed must be provided in writing. Reasonable use for the purpose of completing the proposed project is explicitly permitted.
15. Payment of invoiced amounts is required to permit the use of all documentation for any purposes. If invoices are unpaid, upon request, physical project documentation which has been delivered and all copies which have been made must be returned and electronic copies must be deleted from all storage devices controlled by the recipient and their clients, associates and sub-contractors.



**Structural Engineering Consultants**

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16. The Client or ASDEL may terminate this contract at any time with written notice. All amounts owing for work, expenses and disbursements up to that time will be due and payable to ASDEL. Contact information for ASDEL is in the header of this page.
17. In the event of incapacity or death of Ameen DeRaj, P.Eng, all work to that date will be made available to the Client and all billable amounts will become due to ASDEL. Further requirement for contract services by ASDEL will be void.
18. Taxes extra.
19. Applications, permits, licenses, testing, independent inspections, reports from testing or inspections, etc. and any related fees are not by ASDEL or sub-contractors to ASDEL.
20. Invoices unpaid more than 15 days from the due date of the invoice will be sufficient cause for ASDEL to discontinue contracted services.
21. Invoices unpaid for 30 days from the due date of the invoice will accumulate interest at 2% per month simple interest rate from the date of the invoice.
22. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for the jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's sub-consultants. The Client also agrees that the Client, the Consultant and the Consultant's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
23. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or non-performance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

24. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
25. The Consultant shall not be required to sign and documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence of conditions the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
26. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
27. To the fullest extent permitted by law, and notwithstanding any other provision of its Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.