

Balcony Raking Renovation Plan

St Marys Community Players Proposal to Town Council

1. The Issue

When the balcony pews were to be replaced in the last major theatre improvement, it was not realized that the sightline issue would persist even with the new seating. Subsequently SMCP has determined that this issue needs to be addressed to make that patron area fully functional.

- Current problem: cannot see the edge of apron from 2nd row, and in back rows the poor view goes even past the proscenium arch.
(Current sight line issue illustrated as per diagram *issue side view.pdf*)

2. The Solution (SMCP Renovation Committee in consultation with Brent Kittmer, CAO, Ray Cousineau, Facilities Supervisor, Jason Silcox, Building Inspector.)

- Solution: raise the back 4 balcony rows so the sight line from all seats is to the front of the apron. First row sightline is good thus unchanged in elevation.
- Using box shaped risers, raise each of the 2nd - 5th rows 7". The 4th and 5th rows would have 2"x8" planks to raise them further (See diagrams *plan side view.pdf*)
- While raising the back rows a further 7" might offer a better sightline, there are problems with matching the existing stairs if we were to do so. (See *plan top view.pdf* to show plan matches stairs)
- Cost as per quotes: engineer report - \$1977.50; Building permit - \$138; Contractor including materials - \$3503 (will be a little higher for painting floor).
- TOTAL cost \$5618.50 (plus approx. \$400 contingency) Final total \$6000.

At the March 13/18 SMCP Board meeting, a total project cost of \$6000 was approved on the understanding, based on discussions with the CAO, that the Town might share ½ the cost. Thus the SMCP share would be a maximum of \$3000.

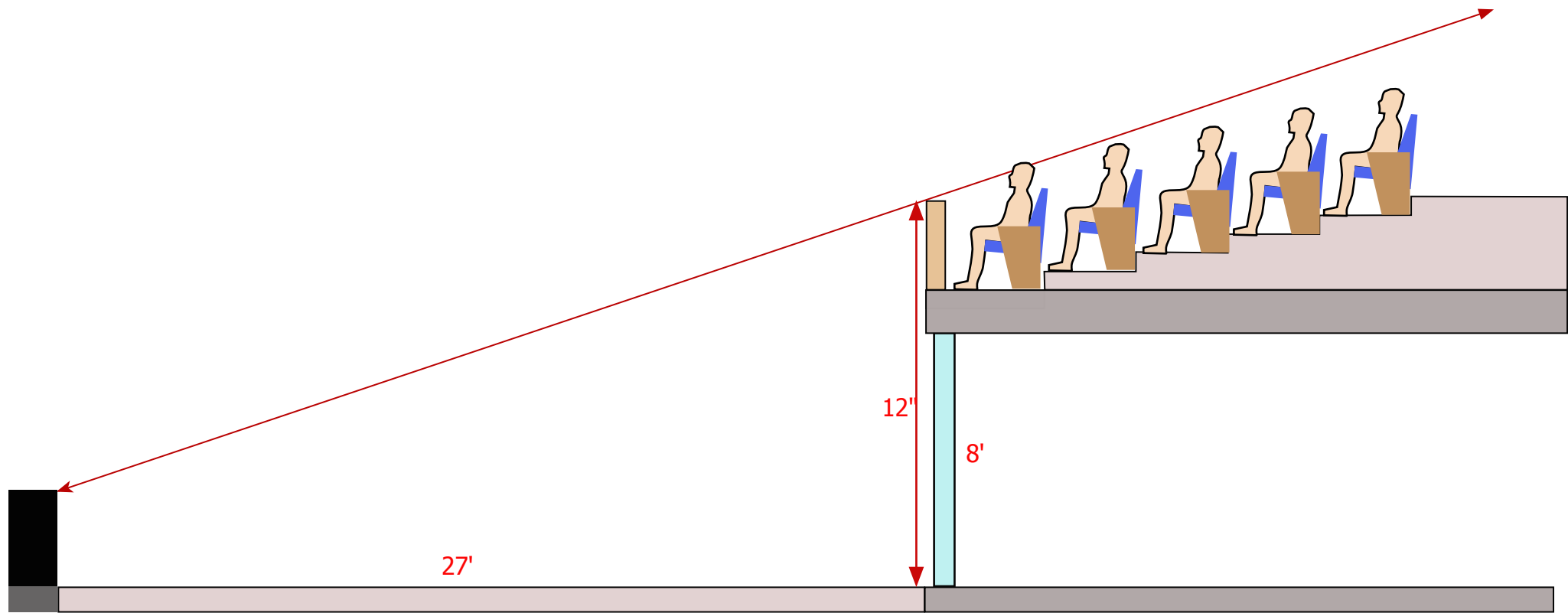
The project would start after the SMCP spring production was finished on May 6.

SMCP renovation committee: Don Wells, Gary Austin, SMCP Board member Fern Pridham, SMCP Board President Paula Hoare.

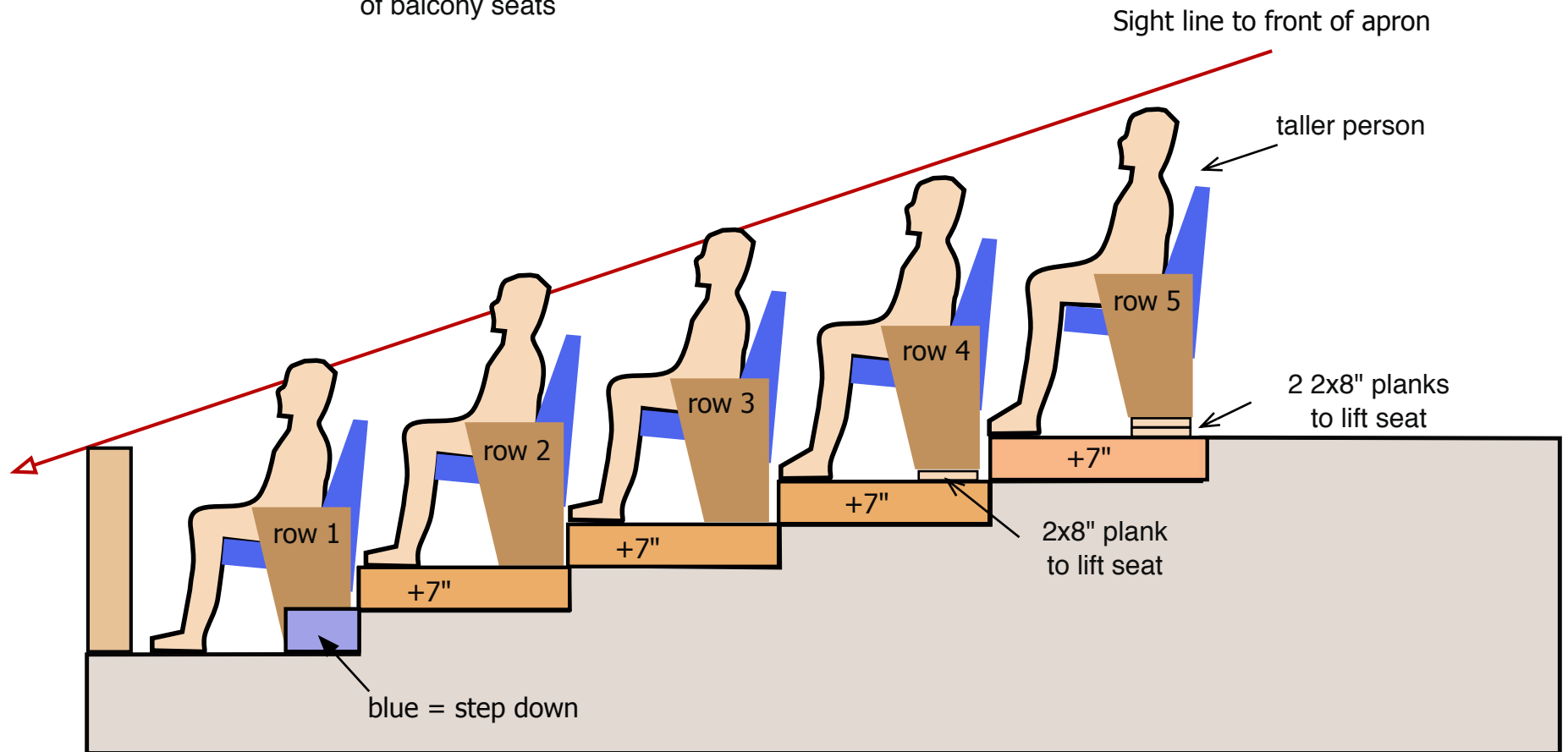
3. Attachments

issue side view.pdf
plan side view.pdf
plan top view.pdf
Bolton contracting quote
Ross engineering quote

Balcony seating at present.

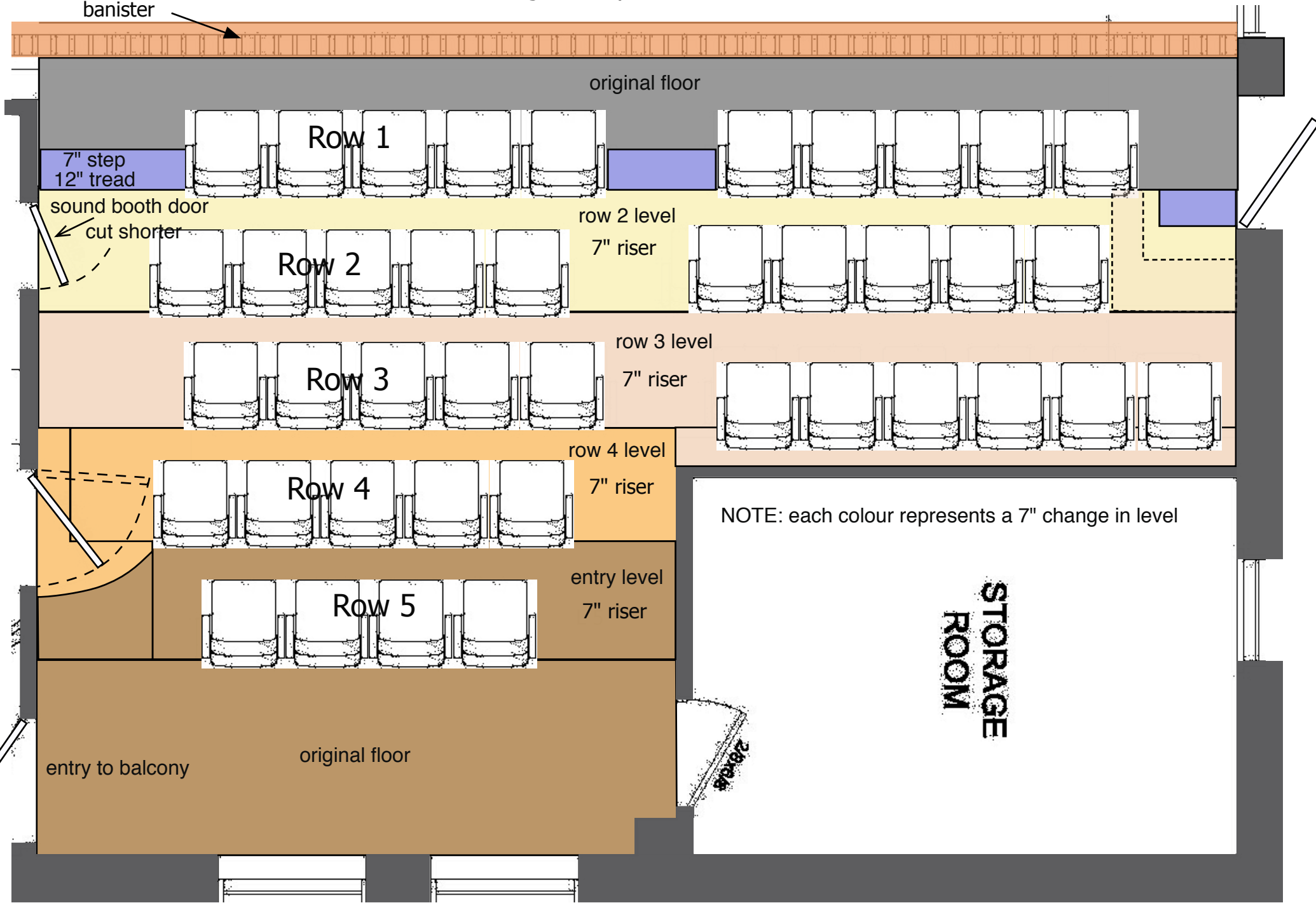


Side View of proposed raking
of balcony seats



dw

Plan for Raking Balcony Seats



JSB CONSTRUCTION

A Division of 2099323 Ont. Ltd.
po box 1507
St.Marys,Ont.
N4X 1B9

Estimate

Date	Estimate #
09/02/2018	1592

Name / Address
Town of St. Marys PO Box 998 St. Marys, ON N4X 1B6

Project

Description	Qty	Cost	Total
RAKING BALCONY SEATS- - labour to construct floor sections as per plan, remove and re-install seating, Good 1 side plywood sheathing- option to paint or install laminate flooring not included		3,100.00	3,100.00
Notes: -Permit fees if required are not included -Labour and materials have been Estimated Only. Cost of materials will be invoiced according to quantities required. Labour will be invoiced at a rate of \$45/hr. HST ON SALES		13.00%	403.00
		Total	\$3,503.00

B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

62 North Street, Goderich, ON N7A 2T4

p. (519) 524-2641 • f. (519) 524-4403

www.bmross.net

File No. 18041

VIA EMAIL ONLY

March 12, 2018

Ray Cousineau, RRFS, Facilities Supervisor
Building and Development Services
Town of St. Marys
408 James Street South, P.O. Box 998
St. Marys, ON N4X 1B6

Dear Sir:

Re: St. Mary's Town Hall Balcony

As requested, a representative from our office visited St. Mary's Town Hall, located on 175 Queen St E, on March 8th, 2018 to complete a review of the balcony in the Town Hall Theatre. The review was limited to what could be seen through the exposed riser sections.

Scope of Remaining work

It is understood that you require the existing balcony to be modified to raise the seats to allow for a better line of site. BM Ross will prepare preliminary drawings for review by your office, and complete final stamped drawings following receipt of comments. It was indicated that no tendering process or associated documents will be required. It has also been assumed that the review of the modifications will be done by the Building Official follow construction.

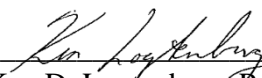
Costs

BMROSS will bill on a lump sum basis for work completed. The cost to complete the work as per the scope is \$1,750+HST. The cost includes mileage and other miscellaneous costs, the initial site meeting and preparation of drawings, but does not include any additional site reviews. Attached is a copy of our standards Terms and Conditions for engineering services.

If this proposal is acceptable, please confirm in an email response. If you have any questions feel free to call us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per 
Ken D. Logtenberg, P. Eng.

KDL:hv

Encl.

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**Confirmation of Assignment
General Terms and Conditions**

(Page 2 of 2)

B. M. Ross and Associates Limited (BMROSS) and the Client (as described in the attached Confirmation of Assignment) agree that any professional services, including subsequent services and changes, (collectively the Services) to be provided by BMROSS relating to the Scope of Services will be on the following Terms and Conditions (collectively the Agreement):

1. **Standard of Care** – Services performed by BMROSS will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering professions currently practicing under similar conditions in the same locality, subject to the time limits and physical constraints applicable to the Services. No warranty, expressed or implied is made.
2. **Binding Agreement** - The Client acknowledges and agrees that if it accepts the Confirmation of Assignment, or if BMROSS performs the Services contemplated therein, then the above General Terms and Conditions shall constitute a binding Agreement for the sole benefit of the Client and BMROSS, and that no third-party beneficiaries are created by this Agreement.
3. **Safety** – BMROSS shall be responsible only for its activities and that of its employees and nothing shall imply that BMROSS has any responsibility for job site safety, which is the responsibility of the Client or its contractors.
4. **Fees and reimbursable expenses** will be billed monthly for the work completed to date and are due upon presentation. Overdue accounts are subject to interest charges after 30 days from invoice date in the amount of 1 ½ % percent per month on the outstanding balance (26.8 percent per annum). The Consultant reserves the right, without penalty, to discontinue services in the event of non payment.
5. **Payment** – BMROSS will submit monthly invoices to the Client and a final bill upon completion of Services. The client shall notify BMROSS within ten (10) days of receipt of invoice of any dispute with the invoice, and the parties will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from date of the invoice. Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month on past due accounts and any legal or other collection costs incurred by BMROSS in pursuit of past due payments. If payment remains past due sixty (60) days from the date of the invoice, then BMROSS shall have the right to suspend all work under this Agreement, without prejudice.
6. **Reimbursable Expenses** – Reimbursable expenses are in addition to fees for performance of services and include actual expenditures by BMROSS for all charges incurred during the work. A five (5%) percent administration charge will be added to all reimbursable expenses.
7. **Changes** – The client and BMROSS recognize that it may be necessary to modify the Scope of Services, the schedule, and/or a cost estimate proposed in this Agreement. Such changes shall change the Scope of Services, schedule, and/or the cost, as may be equitable under the circumstances.
8. **Insurance** – BMROSS carries and shall maintain: WSIB insurance to statutory required amounts; commercial general liability coverage; professional liability coverage and automobile insurance. Certificates for all such policies of insurance shall be provided to the Client upon request.
9. **Limitation of Liability** – Client agrees to limit the liability of BMROSS, its employees, officers, directors, agents, consultants and subcontractors to matters which arise directly from BMROSS' acts, errors or omissions and such that the total aggregate liability of BMROSS, whether arising in contract, tort, or otherwise, shall not exceed the greater of \$50,000 (fifty thousand) or BMROSS' total fee for the Services. Any liability of BMROSS shall expire one year after substantial completion of the Services. Neither party shall be responsible for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.
- The Client expressly agrees that BMROSS's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the BMROSS's employees or principals in their personal capacity.
10. **Indemnity** – Client waives any claim against BMROSS, its officers, employees and agents and agrees to defend, indemnify, protect and hold harmless, BMROSS and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic hazardous substances, an any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by BMROSS under this Agreement, unless such injury or loss is caused by the sole negligence of BMROSS. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.
11. **Ownership and Use of Instruments of Service** – All documents prepared by BMROSS are considered its professional work product and shall remain the copyright property of BMROSS. The Services and documents provided by BMROSS are intended for one time use only. At the request and expense of Client, BMROSS shall provide the Client with copies of such documents. The Client acknowledges that electronic media are susceptible to unauthorized modification and therefore Client cannot rely upon the electronic media version.
12. **Litigation** – The Client shall reimburse BMROSS for all direct expenses and time in connection with any disputes, litigation or arbitration involving representatives or documents of BMROSS arising out of the Services.
13. **Miscellaneous**
 - 13.1 This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties concerning its subject matter. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only;
 - 13.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other;
 - 13.3 All representations and obligations (including without limitation the obligations of Client to indemnify BMROSS and the Limitation of Liability) shall survive indefinitely the termination of the Agreement;
 - 13.4 Any provision, to the extent it is found to be, unlawful or unenforceable shall be stricken without affecting any other provisions of this Agreement;
 - 13.5 All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the Province of Ontario.

June 28, 2011