

**December 15, 2022**

Our reference File no. E23-008

Mike Fair  
Director of Community Services,  
Alternate CEMC  
Township of Huron-Kinloss

c/o Mr Stephen Dixon / Know Energy

Dear Mr Dixon

Re: **Environmental, Energy and Heat Reclamation and Site Audit/ Review and Analysis for Ripley – Huron Recreation Center**

### 1.0 introduction

Further to our recent meeting and discussions, we are pleased to briefly and quickly outline some of the proposed steps that we as Ice Plant, Refrigeration Energy and Construction Design Engineering professionals here at JBB Consultants & Engineers Inc, can provide in you efforts to maximize value of your recently confirmed approved federal funds and increase and tap into other funding sources and ultimately assist you in making a sound technical and environmentally friendly decision for improvements, energy reduction initiatives with regards to your ice plant.

When choosing retrofits and changes, and considering the expected life of these changes to be 40–50-year future life span there are innumerable needs and requirements to consider, beyond the initial first costs of the systems and retrofits, namely:

- ✦ Energy & Utility rates & costs
- ✦ Environmental impacts
- ✦ Heat- reclaim and recycling of energy to different parts of the building
- ✦ Sustainable refrigerants
- ✦ Operating and service costs
- ✦ Total life cycle cost of project
- ✦ Requirements for certified ice plant operators
- ✦ Lifespan
- ✦ Serviceability and longevity
- ✦ Right – Sizing of the plant for your specific uses.
- ✦ Inclusion of All project related costs for a fully operational system.
- ✦ Maximizing the use of any and all funding sources to the betterment of all stakeholder and users of your facility

JBB Consultants & Engineers Inc specializes in these exact analyses, reports and can assist you and your stakeholders through the various types required to complete the replacement and final choice of ice plant renovations AND assist with funding application and energy modelling at Ripley-Huron.

## 2.0 scope of services (steps)

### Steps we suggest to move forward:

#### 1.) Initial site review and investigation

- a. *Interview with stakeholders and RM management and operator staff*
- b. *Discussion on season and use*
- c. *Re-use and refurbishment of components (as possible) of existing plant and floor AND mechanical systems*
- d. *Report of findings*

#### 2.) Complete analysis of viable refrigerant alternatives and all heat reclaim and energy reduction measures. (ERM's)

- a. *Comparative energy incremental and life cycle costing comparisons*
- b. *Provide Class B – Project Retrofit Costing*
- c. *Review and advise on ice plant system direction, sizing, reclaim*
- d. *Assist with funding applications with RETScreen Modelling tool*

#### 3.) Preparation of RFP – Request for Proposal documents and bid package

- a. *Detailed engineer drwgs*
- b. *Specifications\*
- c. *RFP services*
- d. *Bid levelling*
- e. *Construction management services (as required or requested)*
- f. *Advocate Engineering service direct to the RM through entire process*
- g. *Communicate with other ADA and building contractors that may be involved in other scopes of work concurrently*

### 2.1 design & engineering

No design and engineering are to be done until you have explored the viable options, costed out the various solutions (with our assistance) and a decision is made mutually with JBB and your stakeholders on a final direction for retrofit and replacements.

These services will follow in Phase 3 (as noted above)

### 2.2 assumptions

During and prior to our initial site visit will require any and all as-built construction drwgs of the site, plant and all associated buildings within the scope of the recreational centre building. These may be in hard copy form and can be scanned and digitized for use. We are assuming that these are available for review.

In the event these are not available, a digital laser scanning service can be employed and a detailed REVIT – AutoCAD version of the engine room can be created as an Alternative.

### 3.0 professional fees

#### 3.1 fee proposal

description	FEE <sup>1</sup>	Sign back / acceptance
<b>Phase 1- Site review and site inspection meeting</b>	<b>\$ 12,500.00</b>	
<b>Phase 2- Detailed Analysis</b> <b>Includes GHG GWP analysis, energy, systems and gas comparisons and estimated savings.</b> <ul style="list-style-type: none"> <li>- <u>All required RETScreen Analysis and Results for Incentive application for funds</u></li> <li>- Viable ice plant systems, gases and options review</li> <li>- Heat - reclaim analysis of the site and HVAC&amp;R</li> <li>- Refrigerant gas comparative studies</li> <li>- Budget system costing and comparisons (Class-C level)</li> <li>- Estimated systems energy usage and analysis</li> </ul>	<b>INCLUDED</b>	<i>Portions of this fee is potentially REFUNDABLE in Phase 3- up to 50%.</i>
<b>Phase 3- Design and Fee proposal for this Tender-Ready drwgs and specs to follow Steps phase 1 and 2 above - rough estimate 4.5% of construction costs.</b>	<b>Pending next stage</b>	
<b>Tender documents</b>	<b>SEE ABOVE</b>	
<b>Sub-consultants</b>	<b>TBD</b>	
<b>Total base fee</b>	<b><u>\$ 12, 500.00</u></b>	
<i>Additional services outside of the inclusions of the above noted and outlined scope under Total fee in section 2.0 will be completed and charged in accordance with section 3.2 that follows.</i>		

Table 1: Fixed Fees

Additional site visits will be charged out at flat fee of **\$ 3,500 per visit** plus applicable taxes.

**Pricing is valid for 15 days from date on page 1.**

#### retainer and terms of payment

To immediately commence work promptly and in a timely manner to maintain you schedule, we respectfully request a signed agreement and a retainer of **\$ 1, 500** due upon client acceptance, signed proposal. Client will be issued a retainer invoice after the signed agreement is received by JBB Engineers at [brian@jbbengineers.com](mailto:brian@jbbengineers.com).

JBB offers 15-day terms of payment on all invoices after which 2.0% per month, compounded monthly or 26.8% per annum interest will be calculated and added to o/s amount. JBB engineers reserve the right to withhold further and any additional services until account is paid to be made current.

#### our mailing address for payment

Accepted methods of payment are check, bank draft, email money transfer, EFT.

Checks are payable to:

**JBB CONSULTANTS & ENGINEERS INC.**  
**4 – 846 Marion Street, Winnipeg, MB. R2J 0K4 Canada**

<sup>1</sup> All applicable taxes extra

GST/HST Registration no. 808097042 RT001

PST (MB) no. # 107950-8

accounting@jbbengineers.com

EFT – electronic funds transfer form is available upon request.

**3.2 additional work and fees**

Any and all additional work, requested by the client, prime consultant or owner, outside of the scope of work and our base fee (section 3.1 & WBS work breakdown schedule) shall be charged at our standard hourly rates or alternatively under a separately agreed upon additional fixed fee lump sum agreement.

Our current standard rates are stated below and are value through 12/31/2022.

STAFF	HOURLY RATE (\$)
J.Brian Blahey, MBA, P.Eng - Principal	185
Scott Sinasac, P.Eng - Engineer	155
Sub-Consultants	Cost + 10% Margin

**Table 2: Standard rates (2022)**

**3.3 appointment**

To confirm acceptance of the fee proposal for professional service, please indicate the services required by initially the sign back boxes in Table 1 of the fixed fee section 3.1 and countersigning the below section. Kindly return a scanned signed copy of this entire proposal as your authorization to proceed to brian@jbbengineers.com.

We trust that the proposal is satisfactory and meeting with your approval as requested; if you require further details, information or clarification, please contact the undersigned

Yours faithfully,

**JBB Consultants & Engineers Inc.**



**J. Brian Blahey, MBA, P.Eng**

Principal | c: 431.337.1400 | brian@jbbengineers.com

JBB Consultants & Engineers Inc. is hereby authorized to proceed as per the Scope of Services, Professional Fees and Terms and Conditions of the Project included in this proposal.

**AUTHORIZED BY:**

Company: \_\_\_\_\_

Contact Name: .....

Signature: .....

Title: .....

Date: .....

**CONTRACT AND BILLING DETAILS (IF DIFFERENT FROM ABOVE AUTHORIZATION):**

Company Legal Name: .....

Billing Address: .....

Billing Contact Name: .....

Special Billing Instructions  
(P.O. #, if applicable)

## TERMS AND CONDITIONS

### 1. INTERPRETATION

These conditions shall govern the agreement (“Contract”) for the supply of consultancy services (“Services”) to any person, firm or company (“Client”) by JBB Consultants & Engineers Inc. (“Consultant”). In the event of any conflict between these terms and any other terms proposed, these standard terms of engagement shall apply.

### 2. STANDARD OF CARE

The Consultant must perform the Services in accordance with the Contract. The Consultant shall perform the Services to the standard of skill, care and diligence ordinarily expected of a skilled and competent professional practising in the particular fields relevant to industrial refrigeration ice rink and mechanical design in the same locality.

### 3. PAYMENT

The Client must pay the Consultant in accordance with the Contract. All fees and charges quoted and due under this Agreement are exclusive of HST/GST or other local taxes. Should such taxes, levies or imposts be applicable at any invoicing date, the Client shall reimburse to the Consultant the associated amount.

Fees shall be invoiced monthly on a time and expense basis, unless otherwise agreed upon. Payment of which shall become due within fifteen (15) days of the date of invoice. The Consultant reserves the right to assess a 2% per month charge to outstanding balances past due over thirty days until paid.

If the Client fails to make payment in accordance with this Agreement the Consultant shall have the right to, upon seven (7) days’ written notice, suspend performance of Services until such outstanding amounts are paid in full. The Consultant shall have no liability for delay or damage caused by such suspension.

### 4. LIABILITY AND INSURANCE

Nothing in this Agreement confers or purports to confer on any third party any right or claim to enforce any term of this Agreement.

Unless otherwise agreed upon by the Consultant in writing, the entire liability of the Consultant, its directors and employees, and the exclusive remedy for damages from any cause related to or arising out of this proposal and any subsequent agreement, regardless of the form of action, whether in contract, including fundamental breach, in tort, or any third party will not exceed the amount of insurance carried by the Consultant at the time of the claim. There shall be no liability on the part of the Consultant for any consequential loss, injury, or damage incurred by the Client, including damages for loss of profits and loss of markets. Liability shall be limited to claims brought within five (5) years of the date of termination or suspension of the services. This agreement is subject to the laws of the Province of Manitoba.

It is further agreed that the total amount of all claims the Client may have against the Consultant under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to the Consultant for the Services or two-hundred and fifty thousand dollars (\$250,000) in Canadian funds.

In the event the Client’s claim is a claim for which the Consultant has no applicable insurance coverage then currently in place at the time that the Claim is made, such liability and recourse shall be absolutely limited to the lesser of:

- i) Ten Thousand (\$10,000.00) Dollars in Canadian funds; and
- ii) Ten (10%) percent of the fees billed by the Consultant to the Client for the Services that gave rise to the claim.

Copies of the insurance policies in effect from time to time shall upon request be made available for inspection by the Client during business hours. The Consultant reserves the right to change its insurance from time to time in such manner as the Consultant considers prudent.

### 5. TERMINATION AND SUSPENSION

The obligation to receive or provide all or part of the Services may be cancelled by either the Client or the Consultant upon written notice to the other party, which cancellation shall become effective as specified in the written notice, but not earlier than 14 calendar days after receipt of the notice. In the event the Client cancels the Services, the Consultant shall be entitled to complete at the Client’s expense, such analyses, records and reports as are considered necessary by the Consultant to place its files in order and/or to protect its professional reputation and legal liability.

### 6. VARIATION

Variations or additions to the Services in this Agreement will be completed on a time and expense basis.

### 7. SUB-CONSULTANTS/SUB-CONTRACTORS

The Consultant shall be entitled to engage any sub-consultants and sub-contractors for the performance of the Services or any part thereof as the Consultant believes, is in the best interests of the Client or in the delivery of the Services, subject to the approval of the Client, such approval shall not be unreasonably withheld.

### 8. DISPUTE RESOLUTION

If a dispute between the parties arises in connection with the Contract, then either party may give the other party a written notice of the dispute, adequately identifying and providing details of the dispute.

Within Ten (10) business days after service of a notice of dispute, the parties must confer at least once to resolve the dispute or to agree on methods of doing so. Each party must be represented by a person having authority to agree to such resolution or methods of resolution. All conferences must be conducted in good faith and without prejudice.

If the dispute has not been resolved within Twenty (20) business days of service of the notice of dispute, either party may commence legal proceedings or, if agreed in writing by the parties, commence alternative dispute resolution proceedings.

### 9. OWNERSHIP

The Consultant retains ownership of all reports, drawings, plans, specifications, electronic files, field data, notes, and all other documents prepared by the Consultant as part of the Services.

All reports, other documents and information provided by the Consultant to the Client shall only be used by the Client for the specific purpose for which the Consultant has prepared same and for no other purpose. Alteration of the Documents by the Client is prohibited.

### 10. INDEMNIFICATION

The Client shall indemnify and hold harmless the Consultant from and against all claims, actions, losses, expenses, costs, or damages that the Client may suffer, sustain, or incur arising from the Consultant’s negligent acts or the negligence of the Client’s employees, directors, officers, consultants, sub-consultants or agents in the performance of this agreement. The Client further agrees to hold harmless, indemnify, and defend the Consultant and the Consultant’s sub-consultants from and against any and all claims, losses, damages, liability, and costs of defence arising out of, or in any way connected with, the presence, discharge, release, or escape of contaminants of any kind.

### 11. DEFICIENCIES IN SERVICE

The Client shall promptly report to the Consultant any deficiencies or defects or suspected deficiencies or defects in the Services, it being agreed that the failure to do so shall jeopardize the Consultant’s ability to properly analyze the cause and take effective measures to minimize the consequences of any such deficiency. In the event that the Client becomes aware of any deficiencies or suspected deficiencies or defects in the Services and failed to advise the Consultant as to any such deficiencies or defects within 30 days of the Client becoming aware of such deficiencies or defects, then the Client shall have no right of action whatsoever for any damages, loss, costs of remediation or expenses incurred or suffered by the Client or any third parties as a result of such deficiencies or defects.