

Appendix J: RAIC Document Six Amendments & Schedules

The Agreement, Definitions and General Conditions in the *Canadian Standard Form of Contract for Architectural Services, Document Six, 2017 Edition*, published by the *Royal Architectural Institute of Canada ("RAIC")*, are modified and supplemented as follows:

RAIC AGREEMENT AMENDMENTS

- A4 A new administrative office building composed of 8,361 m² (90,000 sq.ft.) gross buildable area (the "Base Case Building Size") to accommodate the Client. Project is described in more detail in the Functional Plan
- A5 at the following Place of the Work: Tsleil-Waututh Nation Indian Reserve No. 3 at a one (1) acre site located just south of 700 Apex Avenue, Tsleil-Waututh Nation near District of North Vancouver, BC.
- A6 Deleted.
- A7 The Construction Budget is: \$ 36 million.
- A8 The Client's anticipated dates for construction are:
.1 Commencement of construction: Fall 2019
.2 Ready-for-Takeover: Fall 2021
- A9 The anticipated Project delivery method and form of Construction Contract are:
.1 Project delivery method: Design, bid, build or design-build in accordance with GC Supplemental Conditions GC16.
.2 Form of Construction Contract: Either stipulated price (based on CCDC2), or, design-build (based on CCDC15). Client may retain construction manager during value engineering review under CCDC5-style approach rolling into CCDC2.
- A11 The following Consultants have been or will be engaged on the Project:
.1 by the Architect:
Structural Consulting Engineering:
Mechanical Consulting Engineering:
Electrical Consulting Engineering:
Interior Designer:
Landscape Designer:
Sustainability Consultant:
(the "**Core Design Team**")

Plus the following Consultants will be engaged by the Architect as/when needed (identify now if known):
Building Envelop Sciences Consultant:
On-site Civil Engineering Consultant:
Regulatory/Code Specialist:
Specifications Writer:

.2 by the Client: Including but not limited to:
Functional Planning Consultant
Geotechnical Engineer
Environmental Engineer
Surveyor
Cost & Value Engineering Consultant / Construction Manager
Commissioning agent
- A12 See Schedule D – Pricing.
- A15 The Client shall pay the Architect, upon execution of this contract, a retaining fee in the amount of \$0 which shall be applied to the Architect's last invoice.

- A17 The Client shall pay the Architect within 30 days after date of issuance of an invoice. An invoice unpaid after 30 days shall bear interest, calculated monthly at the rate of 5% per annum.
- A19 If, at any time during provision of the Services, the Construction Cost Estimate or the lowest compliant bid or the lowest negotiated proposal exceeds the Construction Budget, and the excess is less than or more than 15% as the case may be, the provisions of GC 4.4, or GC 4.5 and 4.6, shall apply. Alternatively, if the Architect and the Client wish to agree to a percentage other than 15%, that percentage shall be 10%.
- A20 The professional liability insurance to be carried by the Architect shall be a claims made policy with limits and term as described in GC 10 unless this contract is terminated in accordance with this Agreement.
- A21 Deleted.
- A22 The Architect's limitation of liability is described in GC9.
- A23 The general liability insurance to be carried by the Architect is described in GC 10.
- A24 This contract shall be governed by the laws of British Columbia.

RAIC GENERAL CONDITIONS AMENDMENTS/ADDITIONS

Add the following (or amend if clause already in RAIC contract):

- GC1.1.1 .5 engage those Consultants identified in Article A11.1., as well as all Consultants necessary to complete the project, including but not limited to Consultants required for rezoning approvals, community consultations, schematic design, design development (cost analysis), construction documentation, construction and contract administration, and post-construction and regulatory reviews under contracts that incorporate applicable terms and conditions of this contract including but not limited to early termination or extension provisions to allow the Client to pursue either Project delivery method,
- .6 obtain the Client's written approval prior to any change to those Consultants identified in Article A11.1 of the agreement, which approval shall not be unreasonably withheld,
- .11 perform the Services with impartiality and, except with the Client's knowledge and consent, neither engage in any activity, nor accept any commission, discount, payment, gift, or other benefit that would compromise the Architect's professional judgment or that would cause, or would appear to cause, a conflict of interest. This includes, but is not limited to:
- a) in the event that the Architect exercises its right to conduct an inspection or other discretionary authority over any other party in the course of their duties that could reasonably bring the Architect's impartiality into question, the Architect shall notify the Client and receive the Client's written approval of the Architect's steps to mitigate the conflict, that may include disqualifying itself from continuing to act on this Project.;
 - b) the Architect shall not seek to influence, or otherwise take part in a decision of the Client, that has the possibility of advancing the Architect's prior interests;
 - c) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Architect's duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Architect shall declare it to the Client immediately; and
 - d) ensure that all of the Architect's employees and/or contractors comply with the requirements of this GC1.1.11
- .12 before proceeding with each phase of the Services, obtain the Client's written approval of the Architect's deliverables from the preceding phase;
- .13 bind each Consultant engaged by the Architect to the terms of this Contract, to the extent applicable to the Services performed by the Consultant;
- .14 be legally obligated to satisfy the requirements of this Contract, including discharging any of its obligations to Consultants engaged by the Architect.
- .15 be liable for all claims associated with any Consultant engaged by the Architect

.16 familiarize itself with, and comply with, the Client's technical design requirements and other related guidelines and standards, to the extent they are applicable to the Services (the Technical Design Requirements and Guidelines”);

.17 ensure that any Consultants engaged by the Architect act in accordance with relevant Technical Design Requirements and Guidelines;

.18 permit the Client to review, comment upon and critique the Architect's deliverables; and

.19 represent to the Client that the Architect and its personnel have the qualifications, experience and capabilities necessary to carry out the services to be provided by the Architect under this contract, and that the Consultants engaged by the Architect will have the qualifications, to carry out the services for which they are engaged to perform.

Changes to Deliverables

.20 If the Client directs the Architect to change a deliverable, the Architect agrees to promptly make the change, unless it is the Architect's opinion, that the change will compromise the Architect's legal or ethical obligations, in which case the Architect shall notify the Client accordingly, in writing;

.21 In any event, if the Client directs the Architect to change a deliverable and the change is contrary to the Architect's best professional judgment, the Architect may notify the Client accordingly, and thereby be relieved of any responsibility for the change;

.22 For greater certainty, changes directed by the Client under GC1.1.20 and GC1.1.21 are not Additional Services, unless in the Client's opinion they constitute a material change to the scope of services included in this Contract.

Errors and Omissions

.23 If, in the Client's opinion, there is an error or omission in the Services, perform any remedial services requested by the Client as a result of that error or omission. These remedial services are not Additional Services.

GC2.2.2 .11 acceptance of Constructor proposed substitutions that require revisions to the Construction Documents, excluding alternative bid substitutions that may require revisions,

GC3.3.3 The Architect shall be entitled to rely upon the accuracy and completeness of all information provided by the Client, Consultants, or other third parties engaged by the Client. where it is reasonable to do so.

3.3.4 .4 in the event that the Client elects to proceed to the construction phase using a design, bid, build approach then engage a qualified Constructor under a Construction Contract compatible with this contract, or, if the Client elects to proceed with a design-build approach then engage a qualified design-builder and terminate this Contract as contemplated in section GC16.1,

.8 comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction including Tsleil-Waututh Nation approvals except for the building permit that shall be the responsibility of the Constructor,

.12 reserve the right to review and evaluate the Architect's performance of the Services and review the results of the evaluation with the Architect upon completion of this Contract.

GC4.4.3 If the bidding or negotiation phase does not commence within three months after the Architect submits the completed Construction Documents to the Client, the Client will give due consideration to adjusting the Construction Cost Estimate in order to reflect escalation in construction prices between the time of submission of the Construction Documents to the Client and the time when bids or proposals are sought.

4.4.4 .2 co-operate with the Architect in decreasing the Project scope or quality as part of the Services provided by the Architect under the Contract at no additional cost to the Client, or

- 4.4.6 .3 abandon the Project and terminate this contract in accordance with GC 11.
If the Client proceeds under GC 4.4.2 or 4.5.3, then the Client may require the Architect to modify the design, the Construction Documents, or provide other Services including Services related to re-bidding or re-negotiating of a Constructor's proposal, as necessary to reduce the Construction Cost Estimate to the Construction Budget, all at no additional cost to the Client.
- GC6 Use of Documents & Copyright**
- 6.1 The Contract Documents shall be the property of the Client from the point of their creation, no matter what the form.
- 6.2 All plans, sketches, drawings, graphic representations and specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations and specifications for information and reference in connection with the Client's use and occupancy of the Project. The plans, sketches, drawings, graphic representations and specifications may be used by the Client for additions or alterations to the Project or for any subsequent phase(s) of the Project and for alterations and modifications of the Project and the Work.
- 6.3 When models or architectural renderings are specifically commissioned by the Client, the Client shall be entitled to keep the original model or architectural rendering. Submissions or distribution of the Architect's plans, sketches, drawings, graphic representations and specifications to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.
- 6.4 The Client may convert paper records of this Agreement and all other associated documentation (each, a "Paper Record") into electronic images (each, an "Electronic Image"). Each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.
- 6.5 The Architect shall retain copyright in the design for the Project and the Work Product, subject to provisions herein. The Client shall have a perpetual, royalty free, no-charge, irrevocable licence and right to use the design and Work Product for the Project, and all purposes related to the Project, and to carry out from time to time additions, modifications and alterations to the Project, including subsequent phases of the Project, without the consent or approval of the Architect or any Architect Personnel or Consultants. The Architect hereby waives and releases any requirement for such consent or approval. The Architect warrants that it has full right and authority to grant and confer upon the Client the right and licence as previously described. The Architect shall obtain such assignments, waivers and releases from all Architect Personnel and Consultants, in favour of the Architect and the Client, as may be required to give effect to the foregoing. For greater certainty, the Client has the right to license the Client's rights acquired through the Contract to any third party, including but not limited to licensing the Contract Documents to the design-build team if the design-build Project delivery method is selected.
- 6.6 This GC6 shall survive suspension, termination, or completion of this contract.
- GC8 Indemnification**
- 8.1 Notwithstanding the existence of or any provision of any insurance coverage by the Client and the Client's ability to recover under same, the Architect shall, without regard to the Client's right to recovery, or recovery in fact, under such insurance, indemnify and save harmless the Client, the Client's employees, agents, successors, assigns and representatives, and each of them from and against losses, claims, damages, actions, and causes of action, including those which may arise by reason of any injury or death of any person or damage to any property, that the Client may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, in connection with errors, omissions, negligence or other fault of the Architect, any Consultants or any other Architect Personnel relating to this Agreement or the Project, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused or contributed to by errors, omissions, negligence or other fault of the Contractor, Subcontractors or Client Consultants,

GC9 Limitation of Liability.

Delete GC 9.1 including .1 and .2

Delete 9.3.

GC10 Insurance

10.3 The Architect shall require all Consultants engaged by the Architect to carry insurance of the same type and in the same amount as required to be obtained by the Architect under this Agreement.

10.5 All insurance which the Architect is required to obtain in accordance with this Agreement shall be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia. All such insurance shall be at no expense to the Client. In the event that the Client requires that the Architect obtain insurance in addition to the insurance stipulated in accordance with this Agreement, the Architect agrees to do so, and the additional expense of such additional insurance shall be borne by the Client.

10.6 The Architect may take out such additional insurance as the Architect may consider necessary and desirable. All such additional insurance shall be at no expense to the Client.

10.7 The Architect shall obtain, maintain and pay for the following insurance, during the term of this Agreement and thereafter as set out herein, which shall be placed with such company(s) and in such amounts and on such terms and conditions as may be acceptable to the Client:

- a) Automobile liability insurance on all licensed vehicles owned by, leased to or operated by the Architect or the Consultants or any other Architect Personnel, protecting against damages arising from bodily injury or death and from claims for loss of or damage to property (any of the foregoing being herein referred to as an "Occurrence"). Such insurance shall be for an amount not less than TWO MILLION DOLLARS (\$2,000,000) regarding any one Occurrence, with deductible not exceeding \$2,500 per Occurrence; and
- b) Professional errors and omissions liability insurance protecting the Architect and Consultants and any other Architect Personnel against any Claims that the Client or others may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that may arise out of or in connection with errors, omissions, negligence or other fault of the Architect or Consultants or any other Architect Personnel relating to this Agreement or the Project. Such insurance shall:
 - i. be for an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per Claim;
 - ii. have an aggregate limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for all Claims (which limit is specific to the Project, and will not be reduced by any claims which do not relate to the Project);
 - iii. with deductible not exceeding \$10,000 per Claim, and \$25,000 in the aggregate for all Claims in connection with the Project; and
 - iv. shall be maintained continuously during the term of this Agreement and for a minimum of three (3) years following Ready-for-Takeover date, unless the Client elects to proceed with the design-build Project delivery method and subsequently terminates this Contract.

10.8.1.1 The Architect shall provide the Client with evidence of insurance obtained pursuant to section GC 10 prior to the commencement of the Services. Upon the Client's request, the Architect will provide the Client with evidence of the Architect's current compliance with the requirements of section GC 10

10.9 This GC 10 shall survive suspension, termination or completion of this contract.

GC11 Termination and Suspension

11.3 If the Client suspends performance of the Services through no fault of the Architect then the Architect shall be entitled to be paid for all Services performed and Reimbursable Expenses incurred to the date of suspension plus suspension expenses directly attributable to suspension of the Project by the Client for which the Architect is not otherwise compensated, including costs directly attributable to suspending the Architect's contractual and employee commitments on account of the suspension, and for which the Architect can provide proof of payment if requested by the Client.

11.4 If an invoice submitted by the Architect remains unpaid by the Client for forty- five days or more from the date the invoice was submitted, and the Architect and the Client have not agreed on terms for payment of the

invoice, the matter is considered a dispute to which the provisions of GC13 apply. If the Client is in default in the performance of any of the Client's other obligations under this contract, the Architect may suspend performance of the Services or terminate this contract by notice in writing sent to the Client. The Architect shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The Architect's right to such suspension or termination shall be in addition to and not in substitution for any other rights the Architect may have under this contract or by law.

- 11.5 If the Architect is in default in the performance of any of the Architect's obligations under this contract, the Client may, without prejudice to any other right or remedy the Client may have, notify the Architect in writing that the Architect is in default of its contractual obligations and instruct the Architect to correct the default in the five (5) working days immediately following receipt of such notice. If the Architect fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the Client may have, the Client may terminate this agreement. The Client will pay the Architect for the services rendered and Reimbursable Expenses incurred by the Architect to the date of termination, less any amounts necessary to compensate the Client for damages or costs incurred by the Client or by any person employed by or on behalf of the Client arising from the Architect's default.
- 11.6 The Architect agrees that the Client may terminate this Agreement at its convenience at any time upon seven days' written notice. Upon termination for convenience, the Architect shall be entitled to be paid for all Services performed and Reimbursable Expenses incurred to the termination date, plus reasonable and properly documented costs incurred by the Architect in demobilizing and terminating its contracts with Consultants. For greater certainty, the Architect shall not be entitled to any loss of profit that the Architect or any Consultants incur as a result of termination under any circumstances.
- 11.7 If the Client suspends the services and does not authorize recommencement of services within 90 days after the effective suspension date, and the parties have not agreed to extend the suspension period on agreed terms, this Contract is considered terminated on the 91st day after the effective suspension date. Upon termination, the Architect shall be entitled to be paid for all Services performed and Reimbursable Expenses incurred to the termination date, plus reasonable and properly documented costs incurred by the Architect in demobilizing and terminating its contracts with Consultants. For certainty, the Architect shall not be entitled to any loss of profit that the Architect or any Consultants incur as a result of termination under any circumstances.

GC12 Payments to the Architect

- 12.5 Amounts invoiced on account of fees for services must not exceed the value of services performed before the date of invoice submission.
- 12.6 Where an invoice includes amounts on account of services paid on a time rate basis, the Architect shall provide, with the invoice, a breakdown indicating the name, classification, hourly rate, and number of hours (to the nearest ¼ hour) billed for each billable person. The Architect shall provide an explanation, satisfactory to the Client, if there is any change with respect to persons designated in this Contract to perform the services.
- 12.7 If this Contract provides for payment of Reimbursable Expenses as a predetermined fixed amount, amounts invoiced monthly on account of these Reimbursable Expenses must be proportional to the pre-determined fixed amount.
- 12.8 If this Contract provides for payment of Reimbursable Expenses based on actual costs incurred, amounts claimed must be accompanied by originals or photocopies of supporting receipts, invoices or statements issued by parties other than the claimant.

GC14 Dispute Resolution

Delete clause 14.4 including sub-clauses

GC15 Miscellaneous General Conditions

- 15.1 The Architect and the Client shall maintain each other's confidentiality. Except as necessary in the proper performance of the Services and except for promotional purposes with the Client's written consent, which may be withheld in the Client's absolute discretion, the Architect shall neither use, nor disclose nor otherwise communicate any information about the Project or the Client. This obligation survives the Contract.

.1 Before proceeding with each phase of the services, the Architect shall obtain the Client's written approval of the Architect's deliverables from the preceding phase.

.2 Before proceeding with Additional Services, the Architect shall obtain the Client's written approval in the form of an amendment to this Contract. The Client is not liable for payment for Additional Services without a written amendment to this Contract.

15.6 Unless otherwise agreed in writing by the Architect and the Client or otherwise terminated in accordance with the provisions of this Agreement, the Services and this contract shall be considered complete one year after the Ready-for-Takeover date.

15.7 .1 All publicity relating to this project is subject to the approval of the Client and no mention of the Project in advertising or articles in any publication will be permitted unless authorized in writing by the Client. Publicity or advertising implying endorsement of a product by the Client will not be permitted.

.2 The Proponents shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract to the media or any member of the public without the prior written authorization of the Client.

SUPPLEMENTAL GENERAL CONDITIONS

GC16 Project Delivery Method

- a) This Agreement is based principally on the design, bid, build (i.e. with a general contractor) project delivery method to define aspects of the building work to allow Client with flexibility in budgeting, schedule and scope.
- b) The Client retains the right, but not the obligation, to change the project delivery method to a "design-build" approach after completing design development as described in the RFP and this Agreement.
- c) Where "design-build" project delivery method is referred to in this Agreement, it is assumed that the Design-Builder would act as principal for the Client, in which case the Design-Builder (not the Client) would then enter into multiple contracts with an architect, design and engineering consultants, trade contractors and suppliers.
- d) If the Client elects to pursue the design-build approach then the parties will act reasonably and in good faith to implement the process described below in GC 16.1.
- e) The Client may elect to employ any other project delivery method, as the Client considers most advantageous, from time to time.
- f) The Client may elect to employ a construction manager to perform value engineering and constructability reviews and make recommendations on changes to design work of the Project, and may elect to employ the "CCDC5B" agreement for project delivery method for some or all of the aspects or components of the Project, as the Client considers most advantageous to the Project
- g) As to any issue or uncertainty regarding the interpretation or application of any provision of this Agreement as it relates to the project delivery method employed (whether the "stipulated sum agreement" project delivery method as contemplated herein, or the "design-build" project delivery method as contemplated herein, or any other project delivery method), the reasonable interpretation and application stipulated or prescribed by the Client will govern, and this Agreement will be interpreted and applied as so reasonably stipulated or prescribed by the Client.

GC16.1 In the event that the Client elects to use a design-build approach to procurement then:

- a) Each member of the Core Design Team will be given an opportunity to join the design-builder (FNHA will make using those members of the Core Design Team a condition of the procurement process for the design-builder, using the fee schedule agreed in this Contract with FNHA),
- b) Alternatively, each Design Team members will be given an opportunity to remain working directly for FNHA as part of the design-build monitoring team ("DB Monitoring Team"),
- c) The DB Monitor Team Fees will be based upon the hourly rates of each team member as described in this Contract,
- d) If a member of the Core Design Team wants to work for a prospective design-build bidding team (a "Migrating Consultant") then the Migrating Consultant must:

- i. Notify the Client in writing within 30 calendar days of the Client providing notice of Client's intention to use the design-build approach to project delivery (the "Migration Cut-Off Date"),
 - ii. Terminate its contract with the Architect or Client,
 - iii. Become a Shared Use Person for the purposes of the future design-build procurement process and future RFP for the design-builder,
 - iv. Agree to be identified in the future procurement documents for the design-builder as a Shared Use Person, and
 - v. Provide the Client with consent to the usage licenses and copies of all and every aspect of the Migrating Consultant's work on the Project and provide permission for Client to share any part of such work with prospective participants in the design-build procurement to ensure fairness for all prospective design-build bidding firms.
- e) Consulting Team members shall have the option to end their participation in the Project and terminate their agreement for services with the Architect or Client.
 - f) The DB Monitoring Team will monitor the performance of the design-builder for the remainder of the Project as described in the Contract,
 - g) The fees for the portion of work completed under General Contract Scope of Work will be payable by Client up to the point when the Architect is notified by the Client in writing of the Client's plans to implement the design-build procurement approach. The Client will update the Services and Fees for remaining work in accordance with those described in the Contract.
 - h) The Client will be provided with licenses to use and modify the Project work to date of the Architect and Consulting Team, and the Client will have the right to assign the licenses of such work to the design-builder's design team.

GC16.2 Design-Build Monitoring Team Scope of Work

If Client chooses to pursue a design-build approach to complete design and construction then the Consultants will be responsible for the services described in Section 11 of Schedule A of the Contract (as below).

GC17 Changes to Key Personnel

The Architect will notify the Client of any change to the Architect Personnel that the Architect has assigned or was available to be assigned to the Project, whether that change is a result of a professional leaving the Architect's firm, or otherwise.

Upon receiving this notice from the Architect, the Client will make a determination of whether or not such change to the Architect Personnel has a material impact on the Architect's ability to perform any of the Services of this Agreement, and if so, the Client may take appropriate action in response that may include reducing the scope of the Services. The Client maintains the right to adjust any fee to be paid to the Architect to ensure that the Client is not prejudiced by any change in the Architect Personnel.

GC18 If progress of the Project impeded

If, from time to time, due to artistic differences among the Architect Personnel or for any other cause or circumstance (whether relating to the creative process or any other aspect of the performance of the Services), the Project or its progress is being delayed or impeded, then the Client may make a decision and give direction to the Architect, as the Client considers appropriate, to resolve the matter and allow the Project to resume without being so hindered or impeded, and the Architect will carry out and give effect to such decision and direction by the Client.

GC19 Liens under Lien Legislation in respect of the Services

- a) The Architect is responsible to ensure that no builders lien or claim of builders' lien is filed or claimed by the Architect or any Architect Personnel in connection with any of the Services, and if any such lien or claim of lien is filed or claimed then the Architect shall, by payment into court or posting of a bond or otherwise, cause the same to be forthwith removed and discharged.
- b) The Architect shall indemnify the Client and save it harmless from and against all claims, demands, causes of action or suits involving a claim or claims for compensation for services, labour, or materials furnished to or employed in connection with or for the Services and from and against all builder's liens arising out of such services, labour and materials, whether before or after completion and acceptance of the Services, and against any loss, liability, damages or expenses (including any court costs, legal fees or expenses)

suffered or incurred by the Client in respect thereto, and shall keep the subject property free and clear of all liens or encumbrances relating to the performance of the Services.

- c) For the Services under this Agreement:
- i. the Client shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to the Architect under this Agreement, unless a consultant or other third party has been named by the Client for this purpose; and
 - ii. the Architect acting alone shall be the "payment certifier" for the purpose of the Lien Legislation in respect of amounts due to any "subcontractor" (as defined under the Lien Legislation) retained by the Architect for work, under this Agreement.

GC20 Freedom of Information and Protection of Privacy

The Client is subject to the Personal Information Protection Act, S.B.C. 2003 c.63 ("PIPA"). Disclosure or release of information may be required under this legislation.

The Client may choose to make public or disclose the Agreement and associated records and information, in whole or in part. The Architect agrees that the Client shall be entitled to do so and consents thereto (except only for any specific information isolated and identified by the Architect as confidential, and for which, if required by the Client, the Architect establishes that disclosure is excluded under PIPA).

GC21 Payment Certifier – for the Contractor and the Work under the Contract

In respect of amounts due to the Contractor under the Contract, and to any "subcontractor" (as defined under the Lien Legislation) to the Contractor, for the Work:

- a) except as provided in Section GC 19(c) of this schedule, the Architect shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to the Contractor under the Contract, and shall issue "certificates of completion" under the Lien Legislation in respect of amounts due to the Contractor under the Contract when the Architect considers that the Work which is the subject thereof has been completed; and
- b) the Client and the Architect understand that the Contractor acting alone shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to any "subcontractor" as defined under the Lien Legislation.

Where the "design-build" project delivery method is being employed as described in Section GC 16.1 of this schedule, then, to the extent so employed, the Client and the Architect agree that the Design-Builder shall be the "payment certifier" for the purposes of the Lien Legislation, in respect of the Trade Contractor Contracts.

GC22 WorkSafeBC

The Architect shall comply with, and shall ensure that all Architect Personnel comply with, all relevant WorkSafeBC (Workers' Compensation Board of BC) requirements and other workers' safety requirements and regulations.

GC23 Taxes

- a) The Client shall be liable for GST and First Nations GST as applicable (without duplication) on the fees and Reimbursable Expenses to be paid to the Architect under this Agreement, and unless otherwise expressly stipulated PST thereon as may be applicable.
- b) If the Architect is not registered for GST, then, where applicable, the Client may self-assess and remit the GST to or as directed by Canada Revenue Agency.
- c) If the Architect is not a resident of Canada, the Client may be required by law to withhold income tax, for services provided in Canada, from the Architect and to remit such tax to or as directed by Canada Revenue Agency, on behalf of the Architect. If the Architect is not a resident of Canada or in case of any uncertainty as to whether the Architect is a non-resident, the Client is entitled to withhold and remit, and shall be credited under this Agreement for all remittances. If the Client was required to withhold income tax but failed to withhold, then the Architect will on demand pay to the Client the amount of the required withholding to reimburse the Client for the amount required to be remitted.

- d) The Architect shall apply for and, immediately on receipt, remit to the Client any available refund, credit, rebate or remission of federal or provincial tax or duty that the Client has paid the Architect or agreed to pay the Architect under this Agreement.

GC24 Subsequent Phase(s)

Where the Project has a subsequent phase or subsequent phases, whether or not anticipated at the time of this Agreement being entered into, the Architect is retained only for the phase(s) of the Project specifically provided for in this Agreement, and has no rights nor responsibilities concerning any subsequent phase(s), except as expressly set out in this Agreement.

GC25 Services includes other disciplines identified

- a) The Services also includes all services required for the Project for each of the disciplines identified in Article A11 (as above) or represented in the Design Team.
- b) The Architect shall engage the Design Team, as Consultants, and shall be responsible to remunerate the Design Team from the fees to be paid to the Architect pursuant to Article A11.
- c) The Architect and the Client acknowledge that the professionals named in Article A11 include not only architect professionals but also other professionals on the Design Team.

GC26 Architect's Proposal

- a) The Architect acknowledges that the Architect's Proposal are material in inducing the Client to execute this Agreement, and the Architect agrees that it shall adhere to and perform each and every one of the undertakings and representations contained in the Architect's Proposal.
- b) All of the requirements and stipulations on the part of the Architect to be performed as set out in the RFP and the Statement of Project will be observed, performed and complied with by the Architect, as part of this Agreement.
- c) In the event of a conflict between:
 - i. any of the provisions of the Architect's Proposal; and
 - ii. any of the provisions of this Agreement;then the latter will govern. The Client will not be obligated by any stipulation, qualification or limitation contained in the Architect's Proposal, for the benefit of the Architect or any other person on the Design Team, unless specifically and expressly carried forward and incorporated into this Agreement.

GC27 Reimbursable Expenses Already Included or Provided For

Expenses that have already been included or provided for, in the Architect's Proposal, shall be excluded from Reimbursable Expenses, for the purposes of this Agreement.

SCHEDULE A - SERVICES

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A - Services. Other services that are not applicable, or that the Client is responsible to provide, are so indicated in this Schedule A - Services.

The method(s) of fee determination applicable to the contract is as stated in Article A12 of the agreement. The following designations are used to indicate the method of fee determination applicable to each line item, or the non-applicability of an item to the contract:

- F1** Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the fixed fee stated in the agreement.
- F2** Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the percentage-based fee stated in the agreement.
- F3** Indicates the service is the responsibility of the *Architect* and the fee for the service is payable on the basis of time-based rates as stated in Schedule C – Time Based Rates.
- N/A** N/A (or an item left blank) indicates the service is not anticipated to be required at the time of contract signing and will not be provided by the *Architect* nor the *Client*. If the item is subsequently determined to be required, it shall be an *Additional Service*.
- C** Indicates the service is required but will be the responsibility of the *Client* and not the *Architect*.

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	Structural Consulting Engineering Services - Engage a structural engineer for all services related to the structural integrity of the <i>Work</i> including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels.	F1
1.2	Mechanical Consulting Engineering Services – Engage a mechanical engineer for all services related to mechanical systems and their controls including: plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems including venting for smudging/ceremonial room, cafeteria, daycare, servicing uninterruptable power supply and small data/server room.	F1
1.3	Electrical Consulting Engineering Services – Engage an electrical engineer for all services related to electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems including servicing uninterruptable power supply and small data/server room.	F1
1.4	Acoustic Consulting Services – Provide acoustic engineering services and sound silencing design elements appropriate for administrative office building.	F1
1.5	Audio Visual Consulting Services – Provide services for land designation process, rezoning and presentations to Client and fly-through simulation of parts of building using software tools such as Revit or similar.	F1
1.6	Building Envelop Sciences Consulting Services – Engage consulting services that focus on durable building envelope and material performance with designs reflecting First Nations traditions.	F1
1.7	Energy Modelling Consulting Services –	F1
1.8	Civil Engineering Consulting Services – Provide civil engineering services for on-site works.	F1

Schedule A - SERVICES

1.9	Commissioning Agent Consulting Services – Engage a commissioning agent for services over and above take-over at completion of construction.	C
1.10	Cost Estimating Consulting Services – to support quantity surveyor retained by Client.	F1
1.11	Food Services Consulting Services – Provide design services for staff cafeteria scaled appropriately for the office building and number of employees working in building.	F1
1.12	Heritage Conservation Consulting Services –	N/A
1.13	Archaeological Consulting Services –	C
1.14	Hardware Consulting Services –	N/A
1.15	Interior Design Consulting Services – provide services including First Nations elements of interior design (and supporting selection of interior art work)	F1
1.16	Laboratory Design Consulting Services –	N/A
1.17	Landscape Architect Consulting Services – provide services including First Nations elements of landscape architecture (but excluding selection of exterior art work)	F1
1.18	Lighting Design Consulting Services – optimize natural light	F1
1.19	Microclimate Consulting Services –	N/A
1.20	Planning Consulting Services – support during TWN land designation, rezoning and subdivision process	F1
1.21	Security Consulting Services –	C
1.22	Building Security and Communications Systems Consulting Services – including design advisory for Client-hosted IT server rooms	F1
1.23	Traffic Consulting Services – to extent required by District of North Vancouver	F3
1.24	Vertical Transportation Consulting Services – elevator and stairwell circulation analysis in building	F1
1.25	Daycare Planning and Design Consulting Services – for on-site daycare in building to be used by children of staff of Client	F1
1.26	Furniture, Fixtures and Equipment (FF&E) Selection, Procurement, and Installation Coordination – Provide services for the selection, procurement and installation of FF&E, including re-use of <i>Client's</i> inventoried FF&E.	C
1.27	Graphic Design and Signage – Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	F1
1.28	Tenant Improvement Design Services – Provide tenant layout and fit up <i>Construction Documents</i> coordinated with base building <i>Construction Documents</i> .	F1
1.30	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and general contractor <i>Project</i> delivery. This includes preparing bid package to retain construction manager using CCDC5 contract which in turn rolls into a CCDC2 arrangement after cost and scope have been finalized.	F1
1.31	Multiple Phases - Services in connection with multiple phased occupancies.	N/A
1.32	Coordination of Work of Client's Own Forces – Coordinate <i>Work</i> of <i>Client's</i> own forces with that of <i>Constructor</i> .	F1
1.33	Coordination of Client's Equipment – Coordinate delivery, receipt, and installation of <i>Client's</i> equipment with <i>Constructor</i> .	N/A

Schedule A - SERVICES

1.34	Value Engineering Services – preparing class B budget in support of procurement decision, and if stipulated sum approach to procurement is used then retention of a construction management firm to support constructability review prior to entering fixed price contract with builder (for example commencing procurement using a CCDC5b contract and then migrating to a CCDC2 contract with the Constructor).	C
1.35	Life Cycle Cost Analysis Services – Support Client commissioning agent in preparation of annual energy consumption and operating costs of the building, and support of determining typical building maintenance costs for major building components (based upon industry averages for similar buildings and updated for this project).	F1
1.36	Energy Modelling Services – Engage a qualified energy modelling consultant during schematic design or design development phase. Energy modellers with BEMP, PEng. or AIBC credential is preferred.	F1
1.37	Climate Change Analysis – Analyse effects of climate change on building components and systems over the life of the <i>Project</i> .	N/A
1.38	Enhanced Sustainable Design - Enhanced sustainable design services to incorporate advanced levels of sustainable design. WELL Building standard certification consultant.	N/A
1.39	Sustainable Design Certification - Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives or LEED or equivalent.	N/A
1.40	Commissioning - Services related to commissioning of the building.	C
1.41	Multiple Language Services – <i>Construction Documents</i> , and all other <i>Services</i> , provided in a language other than the language of this contract.	N/A
2	COORDINATION SERVICES, ALL APPLICABLE PHASES	
2.1	Project Protocols - Meet with <i>Client</i> and <i>Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	C
2.2	Client Meetings - Hold regular <i>Client</i> meetings with <i>Client</i> and, when relevant, with <i>Consultants</i> to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F1
2.3	Consultant Coordination Meetings - Hold regular <i>Consultant</i> coordination meetings with <i>Consultants</i> and, when relevant, with <i>Client</i> to review progress and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F1
2.4	Project Dossier - Maintain written records of information flow between <i>Architect</i> , <i>Client</i> , <i>Consultants</i> , authorities having jurisdiction and other <i>Project</i> stakeholders. Document information requested and provided, recommendations made and accepted, advice given and decisions taken.	F1
2.5	Project Report - Prepare <i>Project</i> report, including key information flow between <i>Architect</i> , <i>Client</i> , <i>Consultants</i> , authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, proposed materials, components and building systems, schedule, <i>Construction Budget</i> , <i>Construction Cost Estimate</i> , information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from <i>Consultants</i> . Provide to <i>Client</i> and <i>Consultants</i> at: <ol style="list-style-type: none"> 1. end of Pre-Design Phase, 2. end of Schematic Design Phase, 3. end of Design Development Phase, 4. when Construction Documents Phase is 50%, and 90% complete, and 5. end of Construction Documents Phase. 	F1

Schedule A - SERVICES

2.6	Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural <i>services</i> and with the services of all other <i>Consultants</i> identified in the agreement.	F1
2.7	Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i> , including contract administration for multiple <i>Construction Contracts</i> .	N/A
2.8	Coordination of Client's Own Forces - Coordinate <i>Work</i> of <i>Client's</i> own forces with that of the <i>Constructor</i> .	F1
2.9	Coordination of Client's Furniture, Fixtures and Equipment (FF&E) – Coordinate the delivery, receipt, and installation of <i>Client's</i> FF&E with the <i>Constructor</i> .	C
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the <i>Client's</i> CADD standards.	F1
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	F1
2.12	BIM Model Manager – Function as the model manager in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	F1
2.13	Construction Manager – Coordinate and work with the services and information provided by the client-retained Construction Manager. While <i>Client</i> anticipates using a single <i>Constructor</i> , it may use two contracts with this <i>Constructor</i> : initially using a CCDC5 contract with this Construction Manager which in turn rolls into a CCDC2 arrangement after cost and scope have been finalized and all designs updated with feedback.	F1
2.14	Design Schedule - Update and submit to the <i>Client</i> for approval a Design Schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review applicable statutes, regulations, codes and by-laws, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	F1
3.2	Zoning or Land Use Amendment - Assist <i>Client</i> in preparation of documents for, application for, and attendance at public hearings for, amendments to land use or zoning by-laws.	F1
3.3	Variances - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings for variances.	F1
3.4	Site Development Review - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings and other meetings for site development review.	F1
3.5	Development Approval or Agreement - Assist <i>Client</i> in preparation of documents for and attendance at meetings for a development approval or agreement. <ul style="list-style-type: none"> 1. Prepare and submit development permit application and assist with review of the application throughout the approval process. 2. Rezoning Application - Prepare documents for rezoning application for <i>Client</i> or owner's signature and submit application. Assist with review of the application throughout the approval process. 	F1
3.6	Public and Community Hearings – Assist <i>Client</i> in preparation of documents for, and attendance at, public hearings.	F1

Schedule A - SERVICES

3.7	Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.	F1
3.8	Community Designation Process – Assist <i>Client</i> in preparation of documents for, application for, and attendance at First Nations designation process hearings for, amendments to land use or by-laws.	F1
4	PRE-DESIGN PHASE SERVICES	
4.1	Analyses of Client Needs - Review <i>Client's</i> stated objectives for the <i>Project</i> and advise.	F1
4.2	Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	F1
4.3	Initial Evaluation - Prepare and review with <i>Client</i> an initial evaluation of <i>Client's</i> program of requirements, schedule, <i>Construction Budget</i> , <i>Project</i> site, proposed <i>Project</i> delivery and procurement methods, and other initial <i>Client</i> provided information.	F1
4.4	Owner's Statement of Requirements - Set out fundamental objectives of the <i>Project</i> , including interrelation of space allocations, areas required for the spaces, specific materials and assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations.	F1
4.5	Functional Programming - 'sReview current functional plan prepared by <i>Client's</i> existing planner, comment on plan, organize and manage additional design charrettes to finalize functional plan and support employee communications and input into functional planning working with Inform Planning.	F1
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	C
4.7	Financial Feasibility Study - Analyze the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Construction Budget</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> .	N/A
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	N/A
1.9	Building Condition Assessment - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	N/A
4.10	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate</i> . Advise <i>Client</i> accordingly.	C
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	N/A
4.12	Comparative Studies of Two Prospective Sites - Review two <i>Project</i> sites and assess the suitability of each to accommodate <i>Client's Project</i> .	F1
4.13	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site.	F1
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	C
4.15	Verifying Accuracy of Drawings Furnished by Client - Review drawings, visit <i>Project</i> site and take measurements to satisfy that drawings are reasonably accurate in their representation of the existing premises.	N/A
4.16	Drawing Conversion - Convert drawings provided by <i>Client</i> to an another appropriate format.	N/A
4.17	Photographs - Prepare a photographic record of existing conditions.	C

Schedule A - SERVICES

4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	C
4.19	Assist <i>Client</i> Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	F1
4.20	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	C
4.21	Assist <i>Client</i> Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	F1
4.22	Engage Toxic or Hazardous Substances <i>Consultant</i> –	C
4.23	Assist <i>Client</i> Regarding Toxic or Hazardous Substances Information Required – Coordinate with toxic or hazardous substances <i>Consultant</i> and other <i>Consultants</i> as to identification of information required.	F1
4.24	Marketing - Prepare presentations or special marketing materials for public and community engagement.	F1
4.25	Basic Climate Analysis: Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	F1
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	F1
5.2	Schematic Design Concept(s) - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a concept design, or designs, illustrating the scale and relationship of the <i>Project</i> components. Prepare Class 'D' <i>Construction Cost Estimates</i> as appropriate for each concept design.	F1
5.3	<p>Schematic Design Documents - Based on the <i>Client</i> approved schematic design concept and Class 'D' <i>Construction Cost Estimate</i>, prepare for the <i>Client's</i> review and approval schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other and including, as appropriate:</p> <ol style="list-style-type: none"> 1. site plan, 2. principal floor plans(s), 3. schematic sections and elevations, 4. massing representation, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare a schematic design report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. <i>Project</i> schedule, and 7. Class 'C' <i>Construction Cost Estimate</i>. 	F1
5.4	Marketing Documents - Provide or arrange for provision of materials for public engagement and information.	F1
5.5	Architectural Models - Provide or arrange for provision of scale models.	F3
5.6	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	F1
5.7	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	F3

Schedule A - SERVICES

5.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and obtain the <i>Client's</i> approval prior to proceeding to the Design Development Phase.	F1
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	<p>Design Development Documents - Based on the <i>Client</i> approved schematic design documents and agreed <i>Construction Cost Estimate</i>, and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the <i>Construction Budget</i>, prepare for the <i>Client's</i> review and approval, design development documents, drawings and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements, and including:</p> <ol style="list-style-type: none"> 1. site plan, 2. Complete Building performance requirements, 3. Developed floor plans, reflected ceiling plans and roof plans to approximately 50% completion level, 4. Structural foundation design, typical structural framing, 5. Developed building elevations and sections to approximately 50% completion level, 6. Typical interior wall types and acoustical guidelines 7. Developed finish schedule with material selections to approximately 50% completion level 8. Summary of equipment selections/recommendations, 9. Developed mechanical plans to approximately 50% completion level 10. Developed electrical plans to approximately 50% completion level 11. Developed specifications to approximately 50% completion level 12. Developed site/civil/landscape plans to approximately 50% completion level 13. Sustainability design requirements 14. Special design requirements for First Nations aspects of the project. 15. Preliminary schedule of likely material and equipment options that may be used in the scope ladder to provide flexibility for Client on Project costs 16. other Illustrative sketches or renderings to convey the intent of the design. <p>A preliminary assessment of the above at approximately the 25% level of completion of documentation.</p> <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 3. design approach or philosophy, 4. site data, 5. updated design area(s) comparison to functional program, 6. design compliance with regulatory requirements, 7. architectural, structural, mechanical and electrical building systems descriptions, 8. outline specifications, 9. materials, finishes and preliminary colour schemes, 10. project schedule, and 11. Class 'B' <i>Construction Cost Estimate</i>. 	F1
6.2	Update Project Schedule - Update and submit to the <i>Client</i> for approval a Project Schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
6.2	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Construction Cost Estimate</i> and obtain the <i>Client's</i> approval prior to proceeding to the Construction Documents Phase.	F1

Schedule A - SERVICES

6.3	Design-Build Procurement Assessment – support Client to use the above materials to assess the risk and cost of using a design-build approach to procurement versus a stipulated price approach to procurement.	F1
6.4	Optional Change in Services – if Client chooses to implement a design-build approach to procurement then the Basic Services end at this point and some/all Consultants will move to the DB Monitoring Services below in Section 11 (and other Services in sections 7 to 10 are not performed).	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	Drawings and Specifications - Based on the <i>Client</i> approved design development documents and agreed updated <i>Construction Budget</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the <i>Work</i> .	F1
7.2	Update Construction Cost Estimate - Advise the <i>Client</i> of any adjustments to the <i>Construction Cost Estimate</i> , including adjustments indicated by changes in requirements and general market conditions. Provide: <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are 50% completed and 90% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	C
7.3	Update Project Schedule - Update and submit to the <i>Client</i> a <i>Project</i> schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
7.4	Prepare Bidding Requirements and Construction Contract Conditions - Obtain instructions from and advise <i>Client</i> on the preparation of the necessary bidding requirements, bid forms, and form of <i>Construction Contract(s)</i> .	F1
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	F1
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	F1
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple Construction Contracts.	F1
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 90% and 100% completion. Submit final <i>Construction Documents</i> to <i>Client</i> and obtain <i>Client's</i> approval to proceed to the Bidding/Negotiation Phase.	F1
7.8	Constructability Review – Integrate feedback of Client value engineering and constructability advisers at 50% review and 90% review.	F1
8	BIDDING/NEGOTIATION PHASE. This section includes possibility of providing these services for EITHER (1) design-build bidders, or (2) construction managers which transition into general contractors.	
8.1	Assist Client with Pre-qualification of Bidders - Prepare request for qualifications, receive responses from interested parties, evaluate responses, and report results to <i>Client</i> for decision.	F1
8.2	Assist Client in Calling for Bids – Arrange and manage the process for public or invitational call for bids and distribution of bid documents.	C
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	F1

Schedule A - SERVICES

8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	F1
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	F1
8.6	Bid Receipt and Review - Arrange for, review bids for compliance, and report to <i>Client</i> .	F1
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	F1
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	C
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	C
9	CONSTRUCTION PHASE SERVICES. If Client elects to move forward using a design, bid build approach to procurement then the following services will be provided. If Client elects to move forward using a design-build approach to procurement then the parties will work in good faith to arrange for following services to be provided by Architect and Consultants to the design-build contractor using the pricing indicated in the Proposal and as described in section GC16.1.	
9.1	Project Protocols - Meet with <i>Client, Constructor</i> and <i>Consultants</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	C
9.2	Architect Chaired Site Meetings - Organize and direct site meetings with <i>Constructor</i> , major sub-contractors, <i>Client</i> and <i>Consultants</i> to review the progress of the <i>Work</i> , address emerging concerns and coordinate efforts. Prepare and issue meeting minutes.	F1
9.2	Constructor Chaired Site Meetings - Attend all site meetings chaired by the <i>Constructor</i> . Review and comment on meeting minutes prepared by the <i>Constructor</i> .	F1
9.3	Update Construction Documents - Update and issue revised <i>Construction Documents</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	F1
9.4	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> .	F1
9.5	Requests for Information (RFI's) - Receive RFIs from <i>Constructor</i> and respond.	F1
9.6	Supplemental Instructions - Prepare and issue supplemental instructions as required for clarification of the requirements of the <i>Construction Documents</i> .	F1
9.7	Contemplated Change Notices, Change Orders and Change Directives - Prepare contemplated change notices with required drawings and specifications, evaluate <i>Constructor's</i> proposals, and prepare change directives and change orders for the <i>Client's</i> approval in accordance with the <i>Construction Contract</i> .	F1
9.8	General Review - Provide <i>General Review</i> at intervals required by the definition of <i>General Review</i> in the contract .	F1
9.9	Additional General Review - Provide additional <i>General Review</i> with more frequent visits to the <i>Place of the Work</i> than required by the definition of <i>General Review</i> in the contract, as follows: [].	F1
9.10	Additional Off-Site General Review of Manufactured Products – Provide additional <i>General Review</i> of major components produced at off-site prefabrication or manufacturing facilities with more frequent visits to those off-site facilities than required by the definition of <i>General Review</i> in the contract, as follows: [].	F3

Schedule A - SERVICES

9.11	Additional Project Representation – Provide full-time on-site representation for the duration of construction.	N/A
9.12	Inspection and Testing Services – Provide assistance in having inspection and testing companies perform services as required by the <i>Construction Contract</i> , receive and review their reports and report to <i>Client</i> .	F1
9.13	Enhanced Inspection and Testing Service - Provide assistance related to the inspection and testing of mock-ups, including witnessing testing of Project elements and systems	F1
9.14	Constructor's Proposed Substitutions – Evaluate substitutions proposed by the <i>Constructor</i> and make any resulting necessary revisions to the <i>Construction Documents</i> .	F1
9.15	Services Necessitated By Default of Client or Constructor – Provide services necessitated by the default of the <i>Constructor</i> or the <i>Client</i> under the <i>Construction Contract</i> , or by major defects or deficiencies in the <i>Work</i> of the <i>Constructor</i> .	F3
9.16	Services Related to Replacement of Damaged Work – Provide consultation concerning replacement of <i>Work</i> damaged by fire or other cause during construction and provide services related to replacement of such <i>Work</i> .	F3
9.17	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	F3
9.18	Payment Certification - Receive and assess the <i>Constructor's</i> applications for payment and determine amounts payable by the <i>Client</i> under the <i>Construction Contract</i> .	F1
9.19	Deficiency Review - Review <i>Constructor's</i> list of outstanding and deficient <i>Work</i> . Identify incomplete <i>Work</i> and defects and deficiencies in the <i>Work</i> . Report in writing to the <i>Client</i> , <i>Constructor</i> , and <i>Consultants</i> .	F1
9.20	Record Drawings - Prepare record drawings showing changes to the <i>Work</i> made during construction based on as-built drawings (marked up prints) and other data submitted by the <i>Constructor</i> .	F1
9.21	Close-out Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals required by the <i>Construction Contract</i> .	F1
9.22	Systems Demonstrations - At the completion of construction coordinate with the <i>Constructor</i> , and if appropriate, <i>Consultants</i> to conduct systems demonstrations for the <i>Client's</i> operations personnel.	F1
9.23	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	F1
9.24	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	F1
10	POST CONSTRUCTION PHASE SERVICES. If Client elects to move forward using a design, bid build approach to procurement then the following services will be provided. If Client elects to move forward using a design-build approach to procurement then the parties will work in good faith to arrange for following services to be provided by Architect and Consultants to the design-build contractor using the pricing indicated in the Proposal.	
10.1	Warranty Review - Prior to the end of the warranty period, undertake a review for defects or deficiencies and notify the <i>Constructor</i> in writing of items requiring attention by the <i>Constructor</i> .	F1

Schedule A - SERVICES

11	DB MONITORING TEAM SERVICES. If Client elects to move forward using a design-build approach to procurement then the following services will be provided to Client by those firms choosing to provide DB Monitoring Services.	
11.1	<p>DB DESIGN PHASE</p> <p>Consulting Team members will provide the following support if and when requested by Client:</p> <p>Review construction documents, budget and schedule prepared by design-build team at the 90% completed level, comparing to Client functional and performance requirements to confirm compliance, and identifying items not in compliance with Client requirements.</p>	F3
11.2	<p>DB MONITORING TEAM CONSTRUCTION PHASE SERVICES</p> <p>DB Monitoring Team to provide the following support if and when requested by Client:</p> <ol style="list-style-type: none"> 1. Project Protocols - Meet with Client, Design-Builder and Consultants to establish project protocols, lines of communications and administrative procedures. 2. Update Construction Documents - Review revised Construction Documents to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase. 3. Submittals - Review Design-Builder's submittals requested by the Client and respond in timely manner. 4. Requests for Information (RFI's) – Review RFIs as requested by Client and respond in timely manner. 5. Supplemental Instructions - Prepare and issue supplemental instructions as required for clarification of the Client requirements. 6. Contemplated Change Notices, Support preparation of contemplated change notices with required drawings and specifications, evaluate Design-Builder's proposals, and prepare change directives and change orders for the Client's approval in accordance with the Construction Contract. 7. General Review - Provide General Review at intervals required by the definition of General Review in the contract. 8. Inspection and Testing Services – Provide assistance in having inspection and testing companies perform services as requested by Client, receive and review their reports and report to Client. 9. Design-Builder's Proposed Substitutions – Evaluate substitutions proposed by the Design-Builder and report to Client. 10. Payment Certification - Receive and assess the Design-Builder's applications for payment and determine amounts payable by the Client under the Design-Build Contract. 11. Deficiency Review - Review Design-Builder's list of outstanding and deficient Work. Identify incomplete Work and defects and deficiencies in the Work. Report in writing to the Client, Design-Builder, and Consultants. 12. Record Drawings - Receive record drawings showing changes to the Work made during construction based on as-built drawings (marked up prints) and other data submitted by the Design-Builder. 13. Close-out Submittals - Review all Design-Builder's close-out submittals required by the Construction Contract and requested by Client. 	F3
11.3	<p>POST CONSTRUCTION PHASE SERVICES</p> <p>DB Monitoring Team will provide the following support if and when requested by Client:</p> <p>Warranty Review - Prior to the end of the warranty period, undertake a review for defects or deficiencies and notify the Client in writing of items requiring attention by the Design-Builder.</p>	F3

Schedule B - REIMBURSABLE EXPENSES

SCHEDULE B – REIMBURSABLE EXPENSES

The *Client* shall pay to the *Architect Reimbursable Expenses* on the basis described in this Schedule B - REIMBURSABLE EXPENSES. Probable costs, where indicated, are the *Architect's* estimate of the total amount, excluding *Value Added Taxes*, of *Reimbursable Expenses* that may become payable for each item. Except where *Reimbursable Expenses* are indicated as payable on an "E3" basis, the *Architect* does not represent nor warrant that the *Reimbursable Expenses* will be less than or equal to the probable costs indicated.

The following designations are used to indicate the method of remuneration applicable to each line item, or the non-applicability of an item to the contract:

- E1** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* on the basis of actual costs, as they are incurred and supported by receipts. An administrative charge of ____ % will be added to these items.
- E2** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* on the basis of actual costs, as they are incurred and supported by receipts, but without any added administrative charge.
- E3** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* as a pre-determined fixed amount, regardless of actual costs incurred. This amount is indicated in the probable cost column but shall not be exceeded. It shall be apportioned to the phases of the *Services* as stated in Article A13 of the agreement and is payable accordingly.
- E4** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* as a pre-determined percentage of the *Architect's* fee for *Services*, regardless of the method of fee calculation and regardless of actual costs incurred. The percentage is ____ %, which amount shall be added to each invoice.
- E5** Indicates that these items are deemed to **not** be *Reimbursable Expenses* that are separately payable by the *Client* to the *Architect*. They are deemed to be included in the *Architect's* fee for *Services*.
- N/A** N/A (or an item left blank) indicates that, on the date the agreement is made, it is anticipated that these *Reimbursable Expense* items will not be incurred.

ITEM	REIMBURSABLE EXPENSE	BASIS OF PAYMENT	PROBABLE COST
1	General reproduction graphic services including: 1. Small format (ledger sized sheet or smaller) colour or black and white photocopying of original hard copies or printing of digital files. 2. Large format (greater than ledger sized sheet) colour or black and white photocopying of original hard copies or printing of digital files. 3. Scanning original hard copies to create digital files. 4. Printing and binding of reports and specifications. 5. Printing and binding of construction drawings.	E2	
2	Special reproduction graphic services including: 1. High-quality colour or black and white printing of digital files. 2. Mounting or framing of prints. 3. Production of marketing or presentation materials.	E2	
3	Delivery costs including: 1. Couriers 2. Registered or express mail 3. Postage	E2	
4	Local transportation including: 1. Taxis 2. Use of personal vehicles at rate of [\$0.50/km][] 3. Automobile rental 4. Parking	E2	

Schedule B - REIMBURSABLE EXPENSES

ITEM	REIMBURSABLE EXPENSE	BASIS OF PAYMENT	PROBABLE COST												
5	Other Transportation including: 1. Air fare, rail fare, intercity bus fare 2. Use of personal vehicles at rate of [\$0.51/km] []	E2													
6	Meals: 1. Allowance as follows: <table border="1" data-bbox="269 443 1065 669"> <thead> <tr> <th colspan="2">Meal Allowances:</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>\$15.75</td> </tr> <tr> <td>Lunch</td> <td>\$15.10</td> </tr> <tr> <td>Dinner</td> <td>\$42.00</td> </tr> <tr> <td>Full Day</td> <td>\$72.85</td> </tr> <tr> <td>Incidentals</td> <td>\$17.30</td> </tr> </tbody> </table>	Meal Allowances:		Breakfast	\$15.75	Lunch	\$15.10	Dinner	\$42.00	Full Day	\$72.85	Incidentals	\$17.30	E2	
Meal Allowances:															
Breakfast	\$15.75														
Lunch	\$15.10														
Dinner	\$42.00														
Full Day	\$72.85														
Incidentals	\$17.30														
7	Travel time of <i>Architect's</i> and <i>Architect's Consultant's</i> personnel	E5													
8	Communications charges including: 1. Long distance telephone and facsimile charges 2. Internet services 3. Video and teleconference services 4. Collaborative project-specific internet sites 5. Project web camera 6. Cell phone charges	E5													
9	Local <i>Project</i> office	E5													
10	Commissioned presentation materials including: 1. Renderings 2. Physical models 3. Computer models 4. Computer animations	E2													
11	Internet based services 1. Virtual storage 2. FTP site 3. <i>Project</i> management file sharing service	E5													
12	Miscellaneous	E2													
TOTAL PROBABLE COST															

Schedule B - REIMBURSABLE EXPENSES

Notwithstanding the above, the following schedule describes the various costs which are to be paid to the Consultant as part of the professional fee for basic services or as reimbursable expenses (disbursements):

ITEM	PROFESSIONAL FEES FOR BASIC SERVICES	PAID BY FNHA AS A REIMBURSABLE EXPENSE
Advertising for tender and substantial completion notices		X
Clerical		
1. Typists	X	
2. Word processing	X	
3. Correspondence/photocopying	X	
4. Mail (local and long-distance)	X	
Computer Use	X	
Courier & Freight Charges		X
Drafting		
1. AutoCAD and similar	X	
2. Manual	X	
3. Supplies	X	
Facsimile		
1. Local	X	
2. Long Distance		X
Permits, Licenses / Consents / Authorizations		X
Model Building		
1. Study Models (in house)	X	
2. Presentation Model if requested by FNHA		X
Parking (also see Travel)		
1. At FNHA offices or site	X	
2. Consultant's offices etc.	X	
Photography		
1. Job site photos for FNHA benefit		X
Copying		
1. Correspondence	X	
2. Consultant in-house copying and draft reports	X	
Reprographics		
1. Consultants in-house drawings reproduction	X	
2. Review drawings and specifications for FNHA review		X
3. Feasibility, geotechnical, schematic design, design development, systems design, quantity survey reports, including binding & collating for submission to FNHA.		X
4. Review drawings and specifications, reports for Subconsultant	X	
5. Contract documents / specifications / tender documents		X

SCHEDULE D PRICING

D1 The fee for the Services, excluding any Value Added Taxes, shall be comprised of one or more of the following as indicated in Schedule A - Services:

- .1 A fixed fee of \$_____ assuming the Base Case Building Size.
- .2 Plus or minus a percentage-based adjustment calculated up or down as _____% of the actual percentage change in building size from the Base Case Building Size of the final building design in tender documents (assuming a maximum change of plus/minus 15,000 gross buildable square feet using this formula and calculated as actual size minus Base Case Building Size divided by Base Case Building Size).
- .3 A fee based on time-based rates for personnel employed by the Architect or the Architect's Consultants as stated in Schedule C – Time Based Rates.
- .4 Other:

D2 Payment of a fixed or percentage fee shall be apportioned to the phases of the Services as follows assuming the Base Building Size:

Part D2.1 Consultant Fees for All Procurement Plans

	Description	Hours	% of Total Hours	Cost	% of Total Cost (D2.1+D2.2)
1.	Program Review				
2.	Authority Review & Community Consultation				
3.	Pre-Design Phase Services				
4.	Schematic Design Phase				
5.	Design Development to Completion of Procurement Assessment Design Materials				
6.	Other fees, as required				
7.	SUB-TOTAL PART D2.1				

Part D2.2 Consultant Fees Assuming General Contracting Approach:

	Description	Hours	% of Total Hours	Cost	% of Total Cost (D2.1+D2.2)
8.	Additional Design Development				
9.	Construction Document Phase				
10.	Bidding/Negotiation phase				
11.	Construction Phase Contract Administration				
12.	Post-Construction Phase				
13.	Other fees, as required				
14.	SUB-TOTAL PART D2.2				

Combined Total of Part D2.1 and D2.2

	Description	Hours	% of Total Hours	Cost	% of Total Cost (D2.1+D2.2)
	Part D2.1 Sub-Total				
	Part D2.2 Sub-Total				
	TOTAL				

D3 *Reimbursable Expenses* shall be payable on the basis stated in Schedule B – Reimbursable Expenses.

Schedule E – OPTIONAL SERVICES

SCHEDULE E – OPTIONAL SERVICES

Please provide indicative pricing for the following optional/additional services. For greater certainty the pricing amounts will have discretion in the inclusion of the following in the evaluation. Client anticipates treating these services as Additional Services if it pursues an Item.

ITEM	SEPARATE PRICING	PROBABLE ADDITIONAL DESIGN COST	PROBABLE DESIGN SCHEDULE IMPACT	APPROXIMATE CONSTRUCTION COST IMPACT
1	<p>Sustainable Design Certification – Schedule A Services Item 1.39</p> <p>Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives and LEED Silver Certification.</p>			
2	<p>Sustainable Design Certification – Schedule A Services Item 1.39</p> <p>Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives and LEED Gold Certification.</p>			
3	<p>Step Code 2</p> <p>In the event that Step 2 of the Step Code is pursued – please provide a separate price including the design and modelling services to achieve that level of performance.</p>			
4	<p>Other Energy Targets and Standards</p> <p>Outline other possible energy saving initiatives that may be feasible for FNHA to consider (for example Net Zero Energy Building) in light of the site location and roof size as well as other local factors).</p>			

Schedule E – OPTIONAL SERVICES

ITEM	SEPARATE PRICING	PROBABLE ADDITIONAL DESIGN COST	PROBABLE DESIGN SCHEDULE IMPACT	APPROXIMATE CONSTRUCTION COST IMPACT
5	<p>Alternative Bid scope ladder preparation and administration.</p> <p>Provide description of how scope laddering and administration would be budgeted and managed based upon:</p> <ul style="list-style-type: none"> • Number of scope items included in plans (assume approximately 25 items) • Options per scope item included in tender documents (for example 3 options per scope item) <p>Include this estimate in the above budget. However, this estimate will be adjusted based upon FNHA Project Team decisions on (i) the number of scope items included in procurement plans, and (ii) the number of options included for each scope item in the tender documentation.</p>			
6	<p>Enhanced Sustainable Design – Schedule A Services Item 1.39</p> <p>Enhanced sustainable design services to incorporate advanced levels of sustainable design using the WELL Building standard certification process.</p>			
7	<p>Accessibility certification (for example Rick Hansen Foundation certification)</p>			
8				
9				
10				
11	Add additional lines as required.			

Do **NOT** include Separate Pricing on Contract Form