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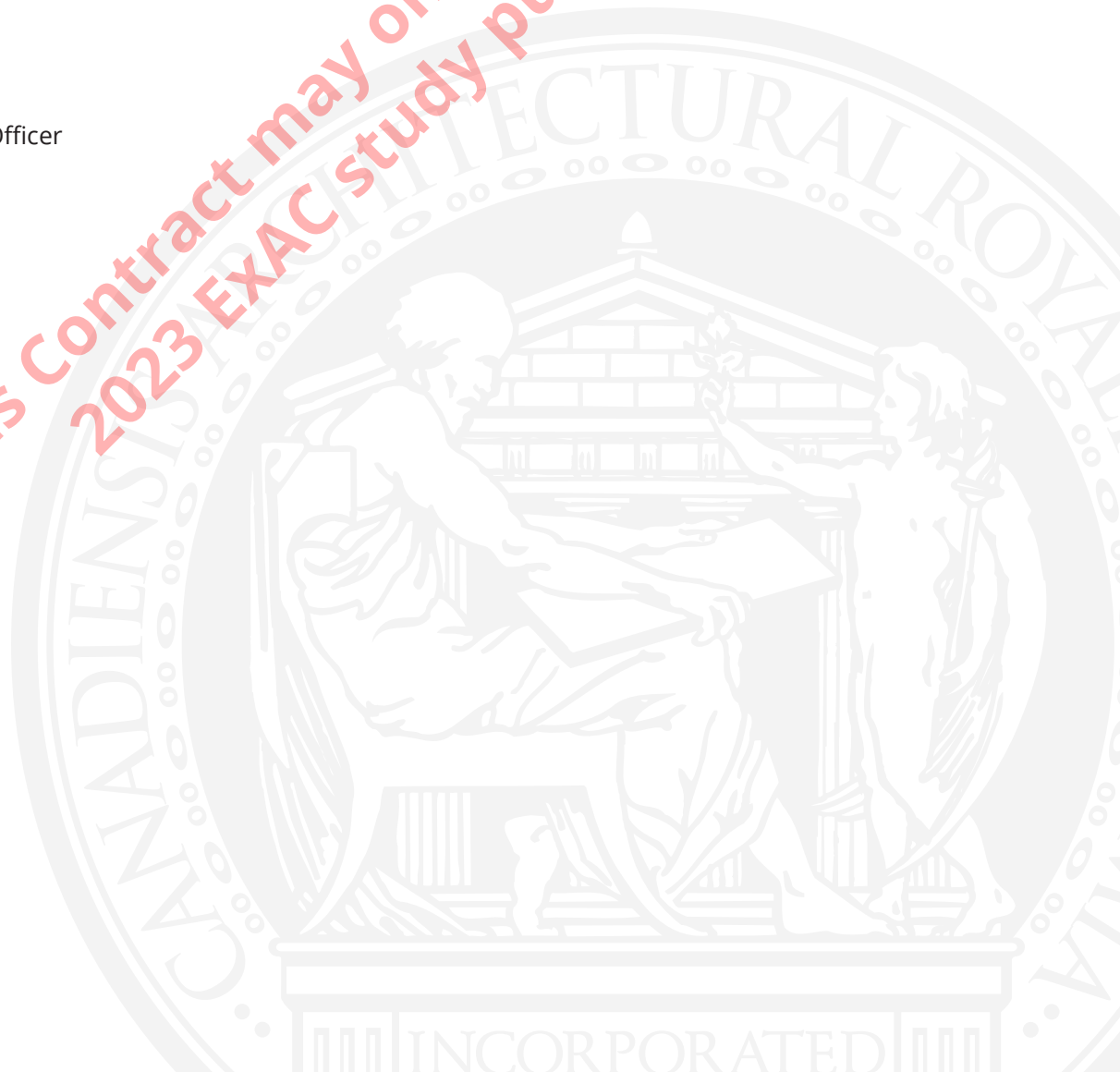
On behalf of the Royal Architectural Institute of Canada, we wish you and your fellow Architectural Interns the very best of luck with your 2023 ExAC.

Yours very truly,



Mike Brennan
RAIC Chief Executive Officer

This Contract may only be used for
2023 EXAC study purposes





Guide to the
**Canadian Standard Form of Contract
for Architectural Services**

DOCUMENT SIX

2018 Edition

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2023 EXACT Study purposes

The Royal
Architectural Institute
of Canada

This guide has been developed based on the 2006 and 2017 Editions. The Canadian Standard Form of Contract for Architectural Services, Document Six, 2018 Edition and this Guide were prepared by the Practice Support Committee of the Royal Architectural Institute of Canada:

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- Alberta Association of Architects
- Architects' Association of New Brunswick
- Architectural Institute of British Columbia
- Association of Consulting Engineering Companies
- Brookfield Properties
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- Canadian Construction Documents Committee
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Quick Reference Chart

Revisions of the 2018 edition from the 2006 and 2017 Editions

Article No.	Status	Description
A1	Revised	Format modified
A2	Revised	Format modified
A3	Revised	Format modified
A4	Same	
A5	Added	Now requires to stipulate Place of the Work
A6	Added	Now requires to stipulate Owner vs. Client
A7	Revised	2006 Edition - A5: Same content, revised location
A8	Added	2017 edition now requires to stipulate Client's anticipated dates for construction
A9	Added	2017 edition now requires Project delivery method and form of Construction Contract
A10	Revised	2006 Edition - A7 & A8: Overrides this content & now follows Schedule A - Services
A11	Revised	2006 Edition - A9: Same content, revised location
A12	Revised	2006 Edition - A10: Content expanded to add more details & now excludes Value Added Taxes
A13	Added	Requires distribution of fee over typical phases of a project
A14	Revised	2006 Edition - A11 and A12: Overrides this content & now follows Schedule B - Reimbursable Expenses
A15	Revised	2006 Edition - A13: Content modified - Options removed, revised location
A16	Revised	2006 Edition - A14: Content modified, revised location
A17	Revised	2006 Edition - A15: Content modified, revised location 2017 Edition - A17: Additional text referring to prompt payment
A18	Revised	2006 Edition - A17: Content modified, revised location
A19	Added	Requires inclusion of a percentage fee for redesign of the project
A20	Added	Requires parties to agree on who is to provide professional liability insurance coverage
A21	Added	Requires parties to agree on who is to provide professional liability insurance coverage
A22	Added	Must stipulate Architect's liability limit
A23	Added	Must stipulate amount of general liability insurance to be carried by the Architect
A24	Added	May stipulate province or territory where laws of the contract shall be governed by
A25	Added	Stipulates that this is the entire & integrated contract between Client & Architect
Signature Page		Unchanged

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*This Contract may only be used for
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Purpose

Document Six, 2018 is applicable to most types of projects and project delivery methods including where:

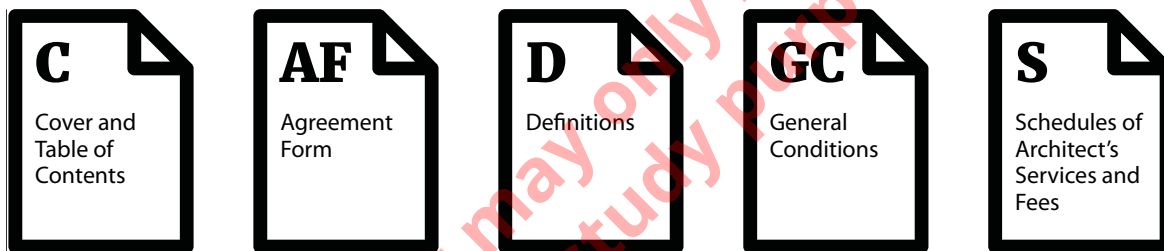
- the Architect is the “prime” consultant,
- the Architect is one of a number of separately engaged consultants,
- the Architect provides services for a traditional architectural project,
- the project does not necessarily involve the design and construction of a building, or
- the Architect provides any number of services from functional programming to facilities management and beyond. (Refer to the Canadian Handbook of Practice published by the RAIC.)

However, for Design-Build project delivery, CCDC 15 – Design Services Contract Between Design-Builder and Consultant should be used in lieu of Document Six. For Integrated Project Delivery projects a different multi-party contract is required, such as CCDC 30 - Integrated Project Delivery Contract.

Guidance notes to this contract are intended to assist the Client and the Architect in understanding Document Six and in completing the Agreement Form and Schedules.

Format

This edition of Document Six maintains essentially the same format as previous editions. It is still divided into the following five parts:



Note however that the four schedules included in the previous edition of Document Six are replaced by three new ones namely Schedule A – Services, Schedule B – Reimbursable Expenses, and Schedule C – Time Based Rates.

The Agreement Form contains the basic information and the variables that must be completed for each contract. It is provided in a format that facilitates editing. Blank lines indicate where information needs to be inserted. The lines may be deleted or revised as necessary to accommodate inserted text, but do not delete articles or insert additional articles in a way that alters the existing article numbering, which should remain. The General Conditions reference some articles by article number. The Schedules also require extensive editing to suit each Project. Conversely the Definitions and General Conditions are intended for use as is, without alteration. If alteration is required it must be done by means of separate “Supplementary Conditions” to Document Six that clearly identify any required additions, deletions, or modifications to the standard text. This approach is preferable to adding “Other Terms of Contract” to the Agreement Form as provided for in previous editions of Document Six.

This edition of Document Six strives for a fair and reasonable allocation of risk between Architect and Client. Supplementary Conditions, if any, should be kept to a minimum, recognizing that this standard form contract reflects industry recommended best practices. In particular, a Client should not attempt to impose Supplementary Conditions that transfer uninsurable or unmanageable risks to the Architect or require the Architect to assume unreasonable business risks. The Architect is cautioned that General Conditions altered by Supplementary Conditions may affect the Architect’s professional liability insurance coverage. The Architect and the Client are advised to seek legal and insurance advice when considering alterations to the Definitions or General Conditions.

Copyright

The RAIC holds the copyright for this document and for all of the national standard contract documents for the architectural profession in Canada. Users may freely download Document Six from the RAIC website at: www.raic.org. However, to be permitted to use Document Six for a contract, users must affix an authorization seal to the cover of each copy of the contract containing an original signature. Typically each contract will require two authorization seals – one for the original executed contract copy retained by the Client and one for the original executed contract copy retained by the Architect. Additional file record copies may be photocopied.

Authorization seals may be ordered on-line through the RAIC website, by telephone or by mail. Revenue generated by the RAIC through the sale of authorization seals is used to maintain and publish this document and other standard form contract documents.

Agreement

Article A1

A1	This agreement is made on: _____ (Date)
-----------	---

Insert the date that represents when an agreement was reached. This could be the date an oral agreement was reached, the date the contract was submitted to the Client, the date the Client first authorized action, or the date the contract is formally signed by one or both parties. This date will also be the date of commencement of the Services for the purposes of the contract.

Article A2 and A3

A2	between the Client:	_____
		(Name)

		(Address)

		(E-mail) (Fax no)
A3	and the Architect:	_____
		(Name)

		(Address)

		(E-mail) (Fax no)

Insert the full legal name and address of the Client and the Architect. The addresses provided here will be the addresses to be used for sending official notices under this Agreement.

Article A4

A4	for the following Project: _____
-----------	---

Insert the name of the Project and, if applicable, make reference to a detailed description of the Project and its characteristics, e.g. a functional program or design brief. There should be sufficient detail known about the Project to confirm the Construction Budget.

Article A5

A5	at the following Place of the Work: _____
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Insert the municipal address where the Project is located. This is called the Place of the Work in this Agreement and in CCDC contracts.

Article A6

A6	The owner, if other than the Client, is: _____
-----------	---

If the Client is not, or will not be, the owner of the real property (land, existing building, or new building) at the Place of the Work, this must be disclosed to the Architect, for example, where the Client is a tenant or where the Client is acting as agent for another party who is the owner.

Article A7

A7 The Construction Budget is: \$ _____

The Client's Construction Budget, as defined in this edition of Document Six is the maximum amount of money the Client is prepared to spend on the Construction Cost (as defined) and must include appropriate contingency allowances. The success of a project is affected by the adequacy of its funding. The Architect and the Client should have a common understanding in this regard and recognize that either the budget or the Client's expectations (or both) may need to be adjusted as the project progresses through design and construction.

Article A8

A8 The Client's anticipated dates for construction are:

.1 Commencement of construction: _____

.2 Ready-for-Takeover: _____

It may be difficult to determine dates for commencement and completion of construction before the Project has even been designed. Nevertheless, the Architect and the Client should have a common understanding of the Client's general expectations in this regard. Therefore some anticipated dates should always be entered, with the understanding that neither party assumes any rights or obligations in regard to these dates. Ready-for-Takeover is a new term that has or will appear in CCDC construction contracts in lieu of the former Substantial Performance of the Work. For the purposes of this Agreement, Ready-for-Takeover is as defined in the Construction Contract or, if not defined in the Construction Contract, it is the date of substantial performance or substantial completion of the Work as defined in the lien legislation applicable to the Place of the Work.

Article A9

The project delivery method as well as the associated Construction Contract will significantly impact the Architect's Services and should therefore be determined at the time of this Agreement. It is particularly important to ensure that the Services detailed in Schedule A are compatible with the intended project delivery method and the role of the Architect under the Construction Contract.

Article A9.1

A9 The anticipated Project delivery method and form of Construction Contract are:

.1 Project delivery method: _____

The most common project delivery methods under which Document Six may be used are Design-Bid-Build, Construction Management for Services, and Construction Management for Services and Construction. Refer to CCDC 10 – A Guide to Construction Project Delivery Methods for more information.

Article A9.2

.2 Form of Construction Contract: _____

The most common forms of Construction Contract to be referenced here would be CCDC 2 – Stipulated Price, CCDC 3 – Cost Plus, CCDC 4 – Unit Price, CCDC 5A – CM for Services and CCDC 17 – Stipulated Price Contract between Owner and Trade Contractor, or CCDC 5B – CM for Construction and Services. If a form of Construction Contract other than a CCDC form is contemplated (e.g. the Client's own form of contract) reference it here and ensure the method of payment (e.g. stipulated price, unit price, or cost plus) is indicated. Before entering into this Agreement, the Architect should review such other form of Construction Contract to ensure compatibility with the anticipated project delivery method and this contract, and to understand its implications for the Architect's Services.

Article A10

A10 The *Architect* shall provide the *Services* described in Schedule A – Services OR Schedule A__ - _____ whichever is attached to this contract. The *Client* shall be responsible for other services as indicated in Schedule A – Services OR Schedule A__ - _____ whichever is attached to this contract..

Schedule A must always be attached to and form part of the contract. Unlike previous editions of Document Six, this edition of Document Six no longer includes a separate schedule of Client's responsibilities. Specific Client responsibilities beyond those stated in the General Conditions must now be identified in Schedule A.

Schedule A - Services may be substituted with an alternate schedule for projects with defined scope not requiring the full list of service options identified in Schedule A - Services. Enter the number of the schedule, A1 through A5, and enter the name of the defined scope schedule.

Article A11

A11 The following *Consultants* have been or will be engaged on the *Project*:

.1 by the *Architect*:

.2 by the *Client*:

A Consultant may, by definition in Document Six, be engaged by either the Architect or the Client. The role of coordinating all Consultants is a significant part of the Architect's Services. Refer to the Canadian Handbook of Practice for more information on this topic. Insert here the names of all Consultants known at the time this Agreement is signed. If none are known or apply, insert "none at this time". Any Consultants subsequently determined to be required must be added to the list by means of a written amendment to this Agreement. It is important for both the Architect and the Client to ensure that the terms of their respective agreements with Consultants are compatible with the terms of this contract and that all Consultants maintain appropriate professional liability insurance.

Article A12

A12 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 OR Schedule A__ - _____:

.1 A fixed fee of \$_____.

.2 A percentage-based fee calculated as _____% of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost* as described in GC 13 – Percentage-Based Fee.

.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:

This article provides for the three most common methods of compensation for the Architect's Services. Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on fee determination. Be aware that the 2009 edition of the Fee Guide calculates fees based on its particular definition of "construction cost", which includes value-added taxes, whereas the definition of Construction Cost in this edition of Document Six excludes them. Insert here the required information as applicable and strike out the inapplicable clauses. If some combination of the three basic methods of fee determination, or perhaps some other method, is contemplated, describe in detail under A12.4 Other.

Article A13

A13	Payment of a fixed or percentage fee shall be apportioned to the phases of the <i>Services</i> as follows:	
.1	Pre-design phase:	_____ %
.2	Schematic design phase:	_____ %
.3	Design development phase:	_____ %
.4	Construction documents phase:	_____ %
.5	Bidding or negotiation phase:	_____ %
.6	Construction phase:	_____ %
.7	Post-construction phase:	_____ %
	Total:	100 %

Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the typical distribution of the fee over the traditional phases of a project. Delete any phases that do not apply to the Services.

Article A14

A14	<i>Reimbursable Expenses</i> shall be payable on the basis stated in Schedule B – Reimbursable Expenses.
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Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the retainer.

Article A15

A15	The <i>Client</i> shall pay the <i>Architect</i> , upon execution of this contract, a retaining fee in the amount of \$ _____, which shall be applied to the <i>Architect's</i> last invoice.
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Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the retainer. If not applicable, insert "n/a" or "zero".

Article A17

A17	The <i>Client</i> shall pay the <i>Architect</i> within 30 days after date of issuance of an invoice or within such time as is prescribed by the law of the <i>Place of the Work</i> , whichever is earlier. An invoice unpaid after 30 days shall bear interest, calculated monthly at the rate of _____% per annum.
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Insert a reasonable amount of interest to be paid on unpaid invoices. For long duration projects, the Architect and Client may wish to alter this article to specify a percentage above the prime lending rate of a specified financial institution, in effect at the time the payment was due. Prompt payment and adjudication legislation in some jurisdictions may have an impact on the time limits for payment and conflict resolution.

Article A19

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 ____%.

Earlier editions of the Document Six General Conditions obligated the Architect to redesign at no additional fee if the lowest bid or proposal exceeded the “latest agreed statement of probable Construction Cost by more than 15%” (subject to certain conditions). This edition maintains the essence of that traditional obligation but provides for the parties to agree upon a higher or lower percentage by inserting that percentage here. If left blank the default of 15% applies. A 15% tolerance is generally considered to be a reasonable percentage to expect the Architect to stay within in the design of most projects. However for small projects or for complex projects it may be appropriate to increase it; for large projects or for simple projects it may be appropriate to decrease it, bearing in mind that any percentage significantly less than 15% may place unreasonable expectation and risk on the Architect. Refer to GC4 for additional guidance on this topic.

Articles A20 and A21

Unlike earlier editions of Document Six, this edition requires the parties to expressly agree on who is to provide professional liability insurance coverage and the specifics of that coverage. If the Architect is to provide professional liability insurance, select A20. If the Client will provide project specific liability insurance, as may be the case for large, complex projects or, if the Client requires a greater amount of coverage than what the Architect normally carries, select A21. Delete or strike out the non-applicable article.

Article A20

A20 The professional liability insurance to be carried by the *Architect* pursuant to GC 10.1 shall be a claims made policy with limits of not less than \$ _____ per claim, with an aggregate limit of not less than \$ _____ within any policy year. This policy shall be maintained continuously from the commencement of the *Services* and, subject to commercial availability, for a minimum of three years after the *Ready-for-Takeover* date. The *Client* acknowledges that the actual amount of insurance available at any given time under a claims made policy will be dependent on the aggregate amount of all claims made during a policy year.

If A20 is selected, insert the agreed upon limits. The Client should review its requirements for professional liability insurance with its insurance advisors to understand the nature and limitations of claims-made insurance available to the Architect. The Architect should also review any proposed unusual or high limits insurance requirements with its insurer.

Article A21

OR (Strike out either A20 or A21.)

A21 The *Client* shall arrange and pay for project specific professional liability insurance in the amount of \$ _____, with a maximum deductible of \$ _____. This policy shall be maintained continuously from the commencement of the *Services* and for _____ years after the *Ready-for-Takeover* date.

If A21 is selected, insert the amount of insurance, deductible amount, and number of years for which the policy is to be maintained, all as discussed and agreed by the Architect and the Client. The Architect should ensure that such amounts do not represent an unreasonable business risk to be assumed by the Architect.

Article 22

A22 The *Architect's* liability pursuant to GC 9.1.2 shall be limited to: \$ _____.

This article relates to G9, which limits the Architect's liability to the lesser of: (1) the amount of the insurance that is available at the time the claim is made, or (2) an amount that is agreed upon by the Architect and the Client and stated in the contract. That agreed upon limitation amount must be stated here. The Client should be aware that the Architect's exposure to liability vis-a-vis the Client, beyond the professional liability insurance coverage available to the Architect at the time a claim is made, represents an unacceptable business risk to the Architect. To further understand this, the Client should consult with its insurance advisors regarding the nature and limitations of claims-made insurance available to the Architect.

Article A23

A23 The general liability insurance to be carried by the *Architect* pursuant to GC 10.2 shall have limits of not less than \$ _____ per occurrence.

The Architect and Client must also agree on the amount of general liability insurance (for liability other than professional liability) to be carried by the Architect. This will typically be the amount of coverage the Architect normally carries as general liability insurance but a Client may desire a higher amount, in which case the Architect may need to increase it. The agreed upon limits of that insurance must be stated here.

Article A24

A24 This contract shall be governed by the laws of _____.

This contract will normally be governed by the laws of the province or territory that is the principle place of business of both the Architect and the Client. However, where the principle places of business of the Architect and the Client are in different provinces or territories, they must agree on whose law will govern the contract. This would normally be the province or territory of the Place of the Work. Insert the name of the province or territory here, as applicable.

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Signature Page

Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Insert the legal names of the Client and Architect (same as under A2 and A3) and the name(s) and title(s) of the authorized signing representative(s). The authorized persons should review the entire contract, with attachments, all within the official cover before signing in the presence of a witness. The witness need not be the same person for the signature(s) of both parties and the signatures need not be made on the same date. Those signing may include a date with their signature, but the date of the contract is determined solely by the date stated in Article A1.

Ensure that the RAIC authorization seal is affixed to the original signed copies. The parties may also affix their corporate or business seal (not the Architect's professional seal) if applicable. Where applicable, attach a copy of the resolution authorizing an individual to act on behalf of a firm or other entity.

Proper contract execution is essential to formalize the agreement reached between the parties. This should be done before commencement of any Services.

Definitions

Defined terms have specific meanings for the purpose of Document Six. For uniformity and clarity, defined terms are capitalized and italicized wherever they appear elsewhere in Document Six. When editing the Agreement Form and the Schedules, as well as when preparing Supplementary Conditions to Document Six, use the defined terms consistently in capitalized and italicized form.

Additional Services

Additional Services are the services that are not included as *Services* to be provided by the *Architect* in Schedule A – Services at the time this contract is made but which, with the written agreement of the *Client* and *Architect*, are subsequently added to the *Services* identified in Schedule A – Services.

If and when the need for Additional Services is identified, prepare for the Client's signature a document identifying and describing the change(s) in the scope of Services and corresponding additional fees. This is similar in principle to a Change Order to a Construction Contract. This document should reference the contract to bind the parties to the terms and conditions of the contract with respect to the Additional Service. Alternatively, if the Additional Services are extensive, it may be appropriate to prepare a separate contract for the Additional Services or terminate the original contract and prepare a new contract.

Construction Cost

The *Construction Cost* is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of coordination by, the *Architect*, consisting of the *Construction Contract* price, cost of changes to the *Work* during construction, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, except *Value-Added Taxes*, which shall be excluded. *Construction Cost* excludes the compensation of the *Architect* and *Consultants*, land cost, land development charges and other professional fees.

The previous edition of Document Six defined Construction Cost as including Value-Added Taxes. In this edition they are excluded. The rationale is that for most clients, Value-Added Taxes are recoverable and therefore not a true cost. This also permits alignment of the definition of Construction Cost with the definition of Construction Cost Estimate. In practice, a Construction Cost Estimate typically excludes Value-Added Taxes. The definition of Construction Cost is particularly significant when the Architect's fee is based on a percentage of Construction Cost. Other items that are excluded from the definition of Construction Cost are also noteworthy.

Construction Cost Estimate

The *Construction Cost Estimate* is the anticipated total *Construction Cost* at the anticipated time of construction, including contingency allowances, as determined or agreed to by the *Architect* from time to time, the accuracy of which corresponds to the available level of detail of design development and the *Construction Documents*, and the extent of construction completed.

Document Six assumes that Construction Cost Estimates will be prepared at various phases of the Project, prepared either by the Architect (if part of the Architect's Services) or by a third party, e.g. cost Consultant or Construction Manager. Such Construction Cost Estimates are commonly characterized as class A, B, C or D estimates, based on various stages of completion of the design (and construction in the case of Construction Management projects) and the corresponding availability of information. The different classes of estimates have different degrees of anticipated accuracy associated with them. For additional information on this topic refer to the Guide to Cost Predictability in Construction prepared by the Joint Federal Government/Industry Cost Predictability Taskforce. <http://www.cca-acc.com/wp-content/uploads/2016/07/GuideCostPredictability.pdf>

Constructor

For the purposes of this contract, the *Constructor* is the person or entity engaged by the *Client* under the *Construction Contract* to perform some or all of the *Work*. It does not mean "constructor" as this term may be defined in any provincial or territorial legislation.

For the purposes of this contract, the Constructor is the person or entity engaged by the Client under the Construction Contract to perform some or all of the Work. It does not mean "constructor" as this term may be defined in any provincial or territorial legislation.

Consultant

A *Consultant* is a person or entity engaged by the *Client* or the *Architect* to provide specialized services or services supplementary to those provided by the *Architect*.

Be aware that, except where otherwise stated in the contract, this term applies to persons or entities in contract with either the *Client* or the *Architect*.

General Review

General Review, which is synonymous with field review, is review by the *Architect* and *Consultants* during visits to the *Place of the Work* and, where applicable, at locations where building components are fabricated for use at the *Place of the Work*, at intervals appropriate to the stage of the construction that the *Architect* and *Consultants*, in their professional discretion, consider necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the *Construction Documents* and to so report, in writing, to the *Client*, the *Constructor*, and authorities having jurisdiction.

The previous edition of Document Six used the term “Field Review/General Review” to accommodate terminology differences in different provinces/territories. In the interests of simplicity, the term “General Review” is used in this edition, with the definition stating that “field review” is synonymous. Consult with the provincial/territorial association of architects having jurisdiction for the scope of professional services required at the *Place of the Work* during construction. The timing, the frequency, the *Work* to be reviewed, and the determination of general conformity are at the core of the *Architect*’s services during construction and are at the *Architect*’s discretion.

Instruments of Service

Instruments of Service are representations, in any medium of expression, of the tangible and intangible creative work that forms part of the *Services* or *Additional Services*.

The definition of *Instruments of Service* is significant with respect to GC6 Use of Documents. The definition has been broadened from that in the previous edition of Document Six to ensure that it captures everything created by the *Architect* and the *Architect*’s *Consultants* as part of the *Services* or *Additional Services*. It includes digital as well as hard copy information.

Ready-for-Takeover

Ready-for-Takeover is as defined in the *Construction Contract* or, if not defined in the *Construction Contract*, the date of substantial performance or completion of the *Work* as defined in the lien legislation applicable to the *Place of the Work*.

Ready-for-Takeover is a new term that has or will appear in CCDC construction contracts as a new contractual milestone separate from the traditional milestone of Substantial Performance of the *Work* established by lien legislation. It is therefore used in this edition of Document Six in lieu of the former “Substantial Performance of the *Work*”. Where this new term does not appear in the *Construction Contract*, its meaning for the purpose of this Agreement is the traditional substantial performance or substantial completion of the *Work* as defined in the applicable lien legislation.

General Conditions

Preamble

GC0	Preamble
0.1	The terms of this preamble are incorporated into and form part of this contract.
0.2	This contract is entered into for the mutual benefit of the <i>Client</i> and the <i>Architect</i> for the development of the <i>Project</i> .
0.3	This contract shall be interpreted fairly and reasonably.
0.4	The relationship between the <i>Client</i> and the <i>Architect</i> shall be one of mutual respect, support, openness, and good faith.
0.5	The final design of the <i>Project</i> is unknown at the outset of this contract and thus exploration of solutions and adaptability to changing circumstances are essential aspects of the relationship between the <i>Client</i> and the <i>Architect</i> . This contract anticipates and accommodates necessary adjustments during the <i>Project's</i> design and construction.
0.6	The <i>Client</i> acknowledges that the <i>Architect</i> has a duty of care arising by law and from the <i>Architect's</i> professional status and professional code of ethics.
0.7	The <i>Client</i> and the <i>Architect</i> acknowledge that the success of the <i>Project</i> is reliant on a relationship of mutual respect, support, openness, and good faith with the <i>Constructor</i> .

This is a new GC in this edition of Document Six. It is intended to set the tone for the contract and the Architect/Client relationship by highlighting the underlying principles intended to govern the actions of the Architect and the Client and their interpretation of the contract. While not stated in the contract as such, the Architect and the Client should have an open and frank discussion to ensure a common understanding around the following types of matters before entering into the contract:

- The purpose of the contract is for the Architect to provide the professional Services necessary to assist the Client in attaining the Client's goals and objectives for the Project.
- By its nature, design is an evolutionary process that requires constant revision, adjustment and refinement as the design progresses at increasing levels of detail throughout all phases of the Services.
- By its nature, the design and construction process is subject to risks and uncertainties in terms of Project scope, cost, time, quality and performance.
- Successful project delivery invariably involves any number of third parties whose actions the Architect and Client cannot control.
- Attaining the Client's goals and objectives for the Project is dependant on the Architect, the Consultants, and the Client working collaboratively and cooperatively throughout all phases of the Services.
- The Architect and the Architect's Consultants have the requisite qualifications, competence, expertise and resources to perform the Services necessary for the Project and if they do not, the Client can expect to be promptly notified.
- The Client may rely upon the Architect's professional advice in the performance of the Services.
- The Architect will identify matters in which the Architect is not qualified to provide professional advice.
- The Architect may rely upon the Client to act prudently, reasonably, and in a timely manner in exercising the Client's responsibilities under the contract and as otherwise required for the delivery of the Project.
- The Architect may decline to perform tasks, take actions, or assume responsibilities that are outside the scope of Services identified in the contract.
- The Architect may ascertain, whenever and by whatever means available, that the Client has the ability to fulfil its financial obligations under this contract and under the Construction Contract.

Refer to the Canadian Handbook of Practice published by the RAIC for additional information related to the foregoing.

GC 1.1.10

.10 maintain appropriate administrative, financial, and other *Project* related records, including records of *Reimbursable Expenses* and any *Services* for which the fee is based on hourly rates, and make these records available to the *Client* for review upon request, and

The Architect's responsibility extends to the Project records that are related to the Services, not necessarily to all Project related records.

GC 1.1.11

- .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 edition of Document Six places some additional obligations on the Architect regarding conflicts of interest, which is a matter of concern to many clients.

GC 2.2.4

- .4 changes to the *Client's* schedule, including the anticipated dates for construction as stated in Article A8 of the agreement,

Changes to the Client's schedule may be caused by the Client's actions (or failure to act in a timely manner) or by the Constructor's failure to meet Contract Time provisions in the Construction Contract. Both of these are outside of the Architect's control.

GC 2.2.7

- .7 the *Client's* failure to render decisions in a timely manner,

To ensure that the Client understands the necessary timelines for decision-making, the Architect should prepare a pre-construction schedule indicating significant Client decision milestones and advise the Client of timelines for decisions that may be required during construction. In addition, it is recommended that all of the Architect's requests for a Client decision include an expected time frame within which the decision needs to be made.

GC 2.2.8

- .8 the enactment of new or revised statutes, regulations, codes, or by-laws,

These types of changes usually do not apply retroactively to projects already in design or construction, but when they do, or if the Client chooses to voluntarily comply, Additional Services may be required.

GC 2.3

- 2.3 The *Architect* shall only perform *Additional Services* with the prior written agreement of the *Client* and the *Architect*.

It is imperative, and in the interests of both the Client and Architect, that the Architect never perform any services considered to be beyond the scope of the Services identified in Schedule A without the Client's prior written agreement. Such services performed without the Client's prior written agreement are not Additional Services by definition and therefore the Client would be under no obligation to pay for them.

GC 3.2

- 3.2 The *Client* shall provide to the *Architect* the *Project* objectives, constraints, criteria and the following information, as applicable:
- .1 Legal description and surveys describing physical characteristics, legal limitations and utility locations for the *Place of the Work* and adjoining properties showing, as applicable, grades and lines of streets, alleys, pavements and structures, adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, site boundaries and contours, locations and dimensions of existing buildings, other improvements, trees, and information concerning utility services, both public and private, above and below grade, including inverts and depths.
 - .2 Subsurface investigation reports including test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with appropriate professional recommendations.
 - .3 Air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical and other laboratory and environmental tests, inspections, field tests and reports with appropriate professional recommendations.
 - .4 All available information on existing buildings, including investigation or condition reports, facility management drawings, and original drawings and specifications, via electronic media where possible and with the permission of copyright holders for the use of such information.

The Client's responsibility to provide information to the Architect is based on the premise that the Client is in a better position than the Architect to know about existing information related to the Project and to obtain new information that is required by the Architect to facilitate provision of the Services.

GC 3.4.3

- .3 ensure that all *Consultants* identified in Article A11.2 of the agreement are engaged under contracts compatible with this contract, provide upon the *Architect's* request a copy of such contracts and evidence that such *Consultants* carry professional liability insurance acceptable to the *Architect*, and obtain the *Architect's* written approval of any change to such *Consultants*, which approval shall not be unreasonably withheld,

To ensure that all Consultants engaged by the Client are adequately insured, the Architect should consult with, or have the Consultants' policies reviewed by, the Architect's insurer. Ideally, Consultants' coverage should match the Architect's required coverage.

GC 3.4.4

- .4 engage a qualified *Constructor* under a *Construction Contract* compatible with this contract,

The performance of the Constructor is a significant determining factor in the ultimate success of the Project. The Constructor's performance also significantly impacts the level of effort required of the Architect in performing the Architect's Services during construction. It is therefore in the interests of both the Client and the Architect to ensure that the Client engages a Constructor possessing the resources, knowledge, skills, experience, and other capabilities commensurate with the demands of the design and the size and complexity of the Project. The Client and the Architect should jointly undertake procurement planning well before the bidding or negotiation stage. Procurement planning should consider appropriate pre-qualification processes (refer to CCDC 29 – A Guide to Pre-Qualification) and lowest price versus best-value procurement methods, all within the constraints of the agreed project delivery method and form of Construction Contract as set out in Article A9 of the Agreement. Procurement planning should also consider how local market conditions and the availability of Constructors with the requisite qualifications might affect the Client's expectations.

GC 4.2

- 4.2 The *Construction Cost Estimate* shall include contingency amounts to cover unforeseen or changing factors of cost including:
- .1 a design and pricing contingency to provide for the evolution of the design and refinement of the *Construction Cost Estimate* prior to the construction phase,
 - .2 an escalation contingency to cover price escalation from the time a *Construction Cost Estimate* is prepared to the time when bids or proposals are received, and
 - .3 a construction contingency to cover necessary design and construction changes that cause *Construction Cost* increases during the construction phase including those arising from GC7.3.

The Client should understand that the Construction Cost Estimate will include contingency amounts for these items and that these contingency amounts must therefore, by definition, also be included in the Construction Budget.

GC 4.4

- 4.4 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* by less than the percentage stated in Article A19 of the agreement, the *Architect* shall make appropriate recommendations to the *Client* and the *Client* shall:
- .1 provide written approval of an increase in the *Construction Budget* or,
 - .2 co-operate with the *Architect* in decreasing the *Project* scope or quality as an *Additional Service*.

This edition of Document Six clarifies the Architect's and the Client's respective obligations if and when the expected Construction Cost exceeds the previously agreed upon Construction Budget by "less than" the agreed upon percentage, in contrast to different obligations if the Construction Budget is exceeded by "more than" the agreed upon percentage (as stated in 4.5 and 4.6).

GC 4.5

- 4.5 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* by more than the percentage stated in Article A19 of the agreement, the *Architect* shall make appropriate recommendations to the *Client* and the *Client* shall:
- .1 provide written approval of an increase in the *Construction Budget*, or
 - .2 abandon the *Project* and terminate this contract in accordance with GC11 Termination and Suspension, or
 - .3 co-operate with the *Architect* in decreasing the *Project* scope or quality.

This edition of Document Six clarifies the Architect's and the Client's respective obligations if and when the expected Construction Cost exceeds the previously agreed upon Construction Budget by "more than" the agreed upon percentage, in contrast to different obligations if the Construction Budget is exceeded by "less than" the agreed upon percentage (as stated in 4.4).

GC 4.6

- 4.6 If the *Client* proceeds under GC 4.5.3, and the overage is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, 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 within the percentage in excess of the *Construction Budget* as stated in Article A19 of the agreement, in which case the *Architect* shall perform these *Services* for no additional fee. This shall be the limit of the *Architect's* responsibility under this GC 4.6.

The Architect's traditional obligation to redesign at no additional fee when the lowest bid or proposal exceeds the "latest agreed statement of probable Construction Cost by more than 15%" (as stated in the previous edition of Document Six) is clarified and expanded in this edition of Document Six. It now applies at any time during the design process when the Construction Cost Estimate is determined to exceed the Construction Budget, not just when bids or proposals are received. In addition, the 15% is now stated in the Agreement (Article A19) to provide the flexibility to increase or decrease this percentage by mutual agreement of the parties. This percentage is, in effect, the amount by which each Construction Cost Estimate that is prepared, as well as the amount by which the lowest bid or proposal when received, are allowed to exceed the Construction Budget without holding the Architect responsible for redesign costs. In other words, it is the maximum extent of the tolerance the Architect is expected to stay within relative to the Construction Budget when developing the design. It should not be confused with: (1) the contingency amounts within the Construction Cost Estimate (and the Construction Budget) as stated under GC 4.2, or (2) the margin of error inherent in each Construction Cost Estimate (an estimating tolerance) as discussed in the guide item for the definition of Construction Cost Estimate. If the parties contemplate increasing or decreasing the traditional 15%, refer to the guide item for A19 of the Agreement for additional guidance.

GC 5

GC5 Architect's Role and Authority During Construction

This GC reflects the Architect's traditional role and authority, and limitations thereto, during construction. It aligns with similar clauses appearing in CCDC construction contracts. If a CCDC construction contract will not be used, the Architect and the Client should ensure that the Client's construction contract will contain similar provisions.

GC 6

GC6 Use of Documents

Since the copyright for the Instruments of Service (a defined term) is established by law under the Copyright Act of Canada, this edition of Document Six deemphasizes copyright provisions and instead addresses the practical aspects of the Client's permitted use of documents for which the Architect owns the copyright. The contract does not cede copyright to the Client, but grants to the Client a license to use the Instruments of Service for certain prescribed purposes as provided for in this GC. Clients should not modify this GC with Supplementary Conditions that attempt to transfer to the Client the Architect's copyright or moral rights to the Architect's creative work.

GC 6.6

6.6 If building information modelling (BIM) will be used for the *Project*, and the standard BIM Contract Appendix published by the Institute for BIM in Canada (IBC) is appended to this contract, copyright for the model and model elements shall be as set out in the BIM Contract Appendix.

The Institute for BIM in Canada (IBC) publishes a BIM Contract Appendix, which is to be appended to contracts for architectural services on projects where building information modelling will be used. It is available at <https://buildingsmart.gilmoreglobal.com/en/category/97d4a59a-0573-4ec5-b029-c6ea56f06d85>. The BIM Contract Appendix defines and stipulates the roles and responsibilities of the various parties in the use of BIM for their project. If applicable to the Project, ensure that the latest version of the BIM Contract Appendix is appended to Document Six.

GC 7

GC7 Standard of Care

This is a new GC in this edition of Document 6. It addresses some important issues related to the standard of care required of the Architect. Refer also to the Canadian Handbook of Practice published by the RAIC for more information on this topic.

GC 7.1

7.1 The *Architect* and the *Consultants* engaged by the *Architect* shall perform the *Services* to the standard of care ordinarily exercised by other members of their professions under similar circumstances, at the same time and in the same or similar locale.

This GC states the standard of care required of an Architect as established by law. It is similar to the standard of care required of other professions. Clients should not alter this standard of care by means of Supplementary Conditions that attempt to impose a higher standard of care obligation on the Architect. Doing so may jeopardize the Architect's professional liability insurance and thus present an unacceptable business risk to the Architect.

GC 7.2

7.2 The *Client* acknowledges that the standard of care prescribed in GC 7.1 does not require perfection.

Clients should understand that the standard of care does not require perfection and therefore that not all errors and omissions should be considered negligent errors or omissions. A finding of negligence can ultimately only be determined by a court of law.

GC 7.3

7.3 The *Architect* and the *Client* shall promptly notify the other in writing upon discovery of any matters that require clarification or amendment of the *Instruments of Service* prepared by the *Architect* or a *Consultant* engaged by the *Architect*. The *Architect* shall provide the necessary *Services* to remedy or clarify such matters arising in the *Instruments of Service*. Such amendments shall be carried out on a without prejudice basis in a timely fashion so as to minimize disruption to the *Project*.

This GC addresses matters that require clarification or amendment to the Construction Documents but which the Client does not consider to be negligent errors or omissions. It is intended to provide a practical mechanism for dealing with matters where the Architect has not breached the standard of care necessary for something to be considered a negligent error or omission. The Architect is nevertheless advised to report such matters to its insurer.

GC 7.4

7.4 If the *Client* considers any matter to be a negligent error or omission of the *Architect* or of a *Consultant* engaged by the *Architect*, the *Client* shall promptly notify the *Architect* in writing accordingly. The *Architect* shall thereupon take the necessary steps to advise any *Consultant* so impacted, and to preserve its coverage under any professional liability insurance policy that may apply.

This GC addresses the process for dealing with a matter the Client considers to be a negligent error or omission, thus requiring the professional liability insurer to become involved.

GC 8

GC8 Indemnification

The previous edition of Document Six did not include any indemnification provisions (also known as hold harmless provisions). Such provisions are included in this edition of Document Six as they are common in many contracts, including CCDC contracts. They are considered to provide a fair and reasonable allocation of risk, particularly when made reciprocal. Clients should not attempt to modify this GC by Supplementary Condition. If a Client does so, the Architect should obtain legal and insurance advice before signing the contract.

GC 9

GC9 Limitations of Liability

The previous edition of Document Six limited the liability of the Architect solely to the coverage and amount of professional liability insurance carried by and available to the Architect at the time the claim is made. This edition of Document Six maintains a similar limitation but also provides for the Architect's liability to be limited to an actual amount agreed by the parties and stated in the Agreement (Article A22). The limitation is the lesser of these two amounts. Clients should not expect Architects to assume liability in amounts greater than what the Architect is insured for, or expect the Architect's liability to be unlimited under the contract. Similarly, Supplementary Conditions under which a Client requires that employees, partners, officers, directors, etc. may be held personally liable are untenable. Such broadening of the Architect's liability would entail an unreasonable and unacceptable business risk to the Architect.

GC 9.3

9.3 The liability of the *Architect* and the *Client* with respect to any claims against each other, in contract or in tort, shall be limited to direct damages only and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party.

This is a new GC in this edition of Document Six. The previous edition did not expressly exclude liability for consequential damages. Nevertheless, Clients should not attempt to hold the Architect liable for consequential damages by deleting this clause or substituting a clause to this effect by means of Supplementary Conditions. This would entail an unreasonable and unacceptable business risk to the Architect.

GC 10

GC10 Insurance

Unlike previous editions of Document Six, this GC obligates the Architect to carry professional liability and general liability insurance with minimum limits agreed by the Architect and the Client and specified in the Agreement (Article A20), unless the Client provides project specific professional liability insurance.

GC 10.3

10.3 The *Architect* shall require all *Consultants* engaged by the *Architect* to carry insurance.

It is incumbent on the Architect to ensure that all Consultants engaged by the Architect are properly insured. As a starting point, their coverage should match the Architect's required coverage. For a minor Consultant the coverage could be less, subject to negotiation, but the Architect should understand that if such a Consultant's insurance turns out to be inadequate, the Architect is responsible for any shortfall.

GC 11.1

- 11.1 If the *Architect* or the *Client* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

This GC entitles either party to terminate the contract on account of a specified cause.

GC 11.2

- 11.2 The *Client* may suspend performance of the *Services* or terminate this contract by notice in writing sent to the *Architect*. Upon receipt of such notice in writing, the *Architect* shall perform no further *Services* and shall take measures to mitigate costs incurred by the *Architect* as a result of the suspension or termination.

This GC entitles the Client to temporarily suspend performance of the Services, or terminate the contract, for convenience.

GC 11.3

- 11.3 If the *Client* suspends performance of the *Services* through no fault of the *Architect*:
- .1 the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of suspension, plus additional fees for demonstrable costs that the *Architect* reasonably incurs as a direct result of the suspension,
 - .2 resumption of the *Services* shall be conditional upon an agreement in writing between the *Client* and the *Architect* regarding the time of the resumption of the *Services* and any additional fees payable by the *Client* as a result of the suspension, and
 - .3 if there is no agreement to resume the *Services* within 60 calendar days after the date of the suspension, the *Architect* may terminate this contract upon providing a notice in writing to the *Client*.

This GC entitles the Architect to additional fees for demonstrable costs (but not loss profit) if the Client suspends performance of the Services for convenience. Moreover, if a Client initiated suspension remains for more than 60 days, the Architect may terminate the contract at any time or allow the suspension to continue indefinitely, at the Architect's discretion.

GC 11.4

- 11.4 If the *Client* is in default in the performance of any of the *Client's* obligations under this contract, including but not limited to failure to make payments to the *Architect* when due, 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.

This GC entitles the Architect to suspend performance of the Services or terminate the contract on account of specified causes.

GC 11.5

- 11.5 If the *Client* terminates this contract through no fault of the *Architect*, or if the *Architect* terminates this contract pursuant to GC 11.1, 11.3.3, or 11.4, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of termination, plus additional fees for demonstrable costs, including loss of profit, which the *Architect* reasonably incurs as a direct result of the termination.

This GC entitles the Architect to additional fees for demonstrable costs, including loss of profit, if the Client terminates the contract for convenience or if the Architect terminates the contract more than 60 days after a Client initiated suspension. Unlike under the previous edition of Document Six, the additional fees to which the Architect is entitled in these circumstances, including those for loss of profit, must be for costs that are "demonstrable" and "reasonably incurred".

GC 12.3

- 12.3 The *Client* shall pay the *Architect's* invoices as stated in Article A17 of the agreement. The *Client* shall not make any deductions or set-offs from amounts invoiced by the *Architect* on account of any claims or demands of the *Client*.

The Client can expect the Architect's professional liability insurance to respond to legitimate claims or demands of the Client. The Client is therefore not permitted to unilaterally make deductions or set-offs from the Architect's invoices.

GC 12.4

12.4	If the <i>Client</i> retains holdback from payments to the <i>Architect</i> pursuant to applicable lien legislation, and the <i>Architect</i> provides <i>Services</i> both before and after the commencement of the <i>Work</i> , then, for purposes of the applicable lien legislation, this contract shall be deemed to be divided into two contracts comprised of: <ol style="list-style-type: none">.1 a contract for the provision of <i>Services</i> up to and including the commencement of the <i>Work</i>, and.2 a second contract for the provision of <i>Services</i> after the commencement of the <i>Work</i>, so that the holdback related to the first contract may be released upon its completion.
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This is a new GC in this edition of Document Six. It applies only in those jurisdictions whose lien legislation requires or permits a holdback to be retained from payments to the Architect. Its purpose is to permit a one-time partial release of holdback to the Architect when construction commences (when typically 80% of the value of the Architect's Services have been performed) rather than having to wait until 100% of the Architect's Services are complete at the end of construction or beyond before any holdback can be released.

GC 13

GC13	Percentage-Based Fee
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This GC provides a standardized basis for calculating and paying the Architect's fee when the fee is percentage-based.

GC 13.2

13.2	The basis for calculating the percentage fee shall be as follows: <ol style="list-style-type: none">.1 before a <i>Construction Cost Estimate</i> is available, the fee shall be based on the <i>Construction Budget</i> at the time of the invoice,.2 after a <i>Construction Cost Estimate</i> is available, the fee shall be based on the <i>Construction Cost Estimate</i> at the time of the invoice, and.3 after the <i>Construction Contract</i> is entered into, the fee shall be based on the <i>Construction Cost</i> at the time of the invoice.
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The monthly fee calculation is based on the percentage stated in Article A12 of the Agreement applied to either the "Construction Budget", the "Construction Cost Estimate", or the "Construction Cost" (depending on the stage of the Project) and whatever that amount happens to be at the time of the invoice to arrive at a total fee amount for the Services. This total amount is then apportioned in accordance with Article A13 of the Agreement and prorated on a monthly basis to determine the monthly invoice amount. Refer to the Definitions for the precise meanings of the defined terms used in this GC. In the case of construction management project delivery where the Construction Cost is not known until the last Construction Contract is entered into, the fee during construction should continue to be based on the latest Construction Cost Estimate at the time of each invoice.

GC 13.3

13.3	The fee shall not be subject to any retroactive adjustments based on increases or decreases to the <i>Construction Budget</i> or the <i>Construction Cost Estimate</i> as the <i>Services</i> progress.
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It is important to note that fee calculation method described in GC 13.2 does not contemplate any retroactive adjustments based on changes to the Construction Budget or the Construction Cost Estimate. With this method, the fee amount adjusts as the Services progress and as frequently as necessary to reflect the latest and best cost information available at the time of each invoice. This is considered to be the fairest approach for both the Architect and the Client.

GC 14

GC14	Dispute Resolution
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This GC provides for alternative dispute resolution, i.e. mediation or arbitration in accordance with the rules provided by CCDC 40, but only by mutual agreement of the parties. If either party does not agree to mediation or arbitration, litigation remains the default dispute resolution method.

GC 14.3

14.3 If the *Architect* and the *Client* so agree, the dispute shall be submitted to mediation or arbitration in accordance with CCDC 40 - Rules for Mediation and Arbitration of Construction Industry Disputes, in effect on the date of this contract.

Architects are cautioned to consult with their professional liability insurer before agreeing to submit a dispute to mediation or arbitration.

GC 14.4

14.4 If the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that a dispute between the *Client* and *Constructor* may be finally resolved by arbitration:

- .1 the *Client* shall notify the *Architect* in writing of the matter in dispute at least 14 calendar days in advance of any arbitration proceeding,
- .2 the *Client* shall ensure that the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that the *Architect* has the option to request or object to the joinder of the *Architect* as an additional party to the arbitration, and
- .3 if the *Architect* requests the joinder of the *Architect* as an additional party to the arbitration, the *Client* shall consent to the joinder, and
- .4 if the *Client* fails to comply with GC 14.4.1, 14.4.2, or 14.4.3, the *Client* shall have no claim against the *Architect* arising from matters resolved by the arbitration.

The Client should be aware of some important Client obligations under this GC in the event that the Client engages in arbitration proceedings pursuant to a dispute under the Construction Contract. These provisions are required to protect the Architect's interests in matters affecting the Architect that may arise out of those arbitration proceedings.

GC 14.6

14.6 Nothing in this contract shall be deemed to affect any right to adjudication which may be prescribed by the law of the *Place of the Work*.

Prompt payment and adjudication legislation in some jurisdictions in Canada specify the time period in which a payment must be made following the submission of an approved invoice. Legislation also defines the timing and process of resolution of conflict in the event of a disagreement in the application for payment.

GC 15.1

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 shall not be unreasonably withheld, the *Architect* shall neither use, nor disclose nor otherwise communicate any information about the *Project* or the *Client*.

This edition of Document Six places some additional obligations on the Architect regarding confidentiality, which is a matter of concern to many clients.

Schedules

Schedule A - Services

Schedule A is intended to be a model or template that is fully editable and customizable. It provides the Architect and the Client with the flexibility to develop a detailed schedule that accurately reflects the scope of Services to be provided, to suit the specific requirements of a particular contract, including for different types of Projects and project delivery methods. Unlike previous editions of Document Six, the 2016 edition of Document Six no longer includes a separate schedule of Client's responsibilities. Any specific Client responsibilities beyond those addressed in the General Conditions must be identified in Schedule A.

Schedule A is intended to serve as a handy checklist for the Architect and the Client to ensure that all services required for the Project, and the party responsible for the provision of each of those services, is clearly identified. It is essential that the Architect and the Client meet to review and discuss Schedule A in detail before it is finalized.

Schedule A-1 through A-5

Alternate schedule A-1 through A-5 are intended to be model templates for projects with specific scope not requiring the extensive list of services provided in Schedule A - Services.

Schedule A1 - Predesign Services

Schedule A2 - Building Condition Assessment Services

Schedule A3 - Basic Services

Schedule A4 - Custom Residential Design Services

Schedule A5 - Interior Fitup Services

If using an alternate schedule, insert the number and title of the schedule in A10 and A12.

Schedule B – Reimbursable Expenses

Schedule B is, like Schedule A, intended to be a model or template that is fully editable. Earlier editions of Document Six dealt with Reimbursable Expenses only in the non-editable Definitions and GCs. Identifying Reimbursable Expenses in an editable Schedule that provides for different methods of remuneration for different Reimbursable Expenses provides the Architect and the Client with greater flexibility to tailor the contract to their needs. Like Schedule A, it is also recommended that the Architect and the Client review and discuss Schedule B in detail to ensure a common understanding of how Reimbursable Expenses will be dealt with.

Schedule C – Time Based Rates

Use Schedule C only when all or part of the fee is to be based on time based rates for individuals, most commonly hourly rates, but which could also be daily or monthly rates. Like the other schedules, Schedule C provides a flexible model or template for creating a contract specific Schedule C.

This Contract may only be used for
2023 EXAC study purposes



Canadian Standard Form of Contract for Architectural Services

DOCUMENT SIX

2018 Edition

ADAPTED FOR:

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The Royal
Architectural Institute
of Canada

Canadian Standard Form of Contract for Architectural Services

Document Six 2018 Edition

This document has been developed by the Royal Architectural Institute of Canada (RAIC) on behalf of the architectural profession in Canada.

Enquiries on the application and use of this document should be directed to the Practice Advisors of the appropriate Provincial Association of Architects.

Suggestions on the development of standard contract documents can be forwarded in writing to:

The Royal Architectural Institute of Canada

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Document Six – 2018 Edition
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Canadian Standard Form of Contract for Architect's Services

DOCUMENT SIX

2018 Edition

Agreement

A1 This agreement is made on:

(Date)

A2 between the *Client*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A3 and the *Architect*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A4 for the following *Project*:

A5 at the following *Place of the Work*:

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A6 The owner, if other than the *Client*, is: _____

A7 The *Construction Budget* is: \$ _____

A8 The *Client's* anticipated dates for construction are:
.1 Commencement of construction: _____
.2 *Ready-for-Takeover*: _____

A9 The anticipated *Project* delivery method and form of *Construction Contract* are:
.1 *Project* delivery method: _____
.2 Form of *Construction Contract*: _____

A10 The *Architect* shall provide the *Services* described in Schedule A – Services OR Schedule A____ - _____ whichever is attached to this contract. The *Client* shall be responsible for other services as indicated in Schedule A – Services OR Schedule A____ - _____ whichever is attached to this contract.

A11 The following *Consultants* have been or will be engaged on the *Project*.
.1 by the *Architect*:

.2 by the *Client*:

A12 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 \$_____.
- .2 A percentage-based fee calculated as _____% of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost* as described in GC 13 – Percentage-Based Fee.
- .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:

A13 Payment of a fixed or percentage fee shall be apportioned to the phases of the *Services* as follows:

- .1 Pre-design phase: _____%
- .2 Schematic design phase: _____%
- .3 Design development phase: _____%
- .4 Construction documents phase: _____%
- .5 Bidding or negotiation phase: _____%
- .6 Construction phase: _____%
- .7 Post-construction phase: _____%
- Total: 100 %

A14 *Reimbursable Expenses* shall be payable on the basis stated in Schedule B – Reimbursable Expenses.

A15 The *Client* shall pay the *Architect*, upon execution of this contract, a retaining fee in the amount of \$_____, which shall be applied to the *Architect's* last invoice.

A16 The *Architect* shall issue invoices for the *Architect's* fee and *Reimbursable Expenses*, plus *Value Added Taxes*, in accordance with GC 12.1. Invoices shall be issued monthly, unless the *Client* and the *Architect* agree otherwise.

A17 The *Client* shall pay the *Architect* within 30 days after date of issuance of an invoice or within such time as is prescribed by the law of the *Place of the Work*, whichever is earlier. An invoice unpaid after 30 days shall bear interest, calculated monthly at the rate of _____% per annum.

A18 The addresses for official notices in writing between the *Architect* and the *Client* shall be as stated in Articles A2 and A3. The delivery of such notices shall be by hand, by courier, by first class mail, by facsimile, or by other means of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or by courier or, if sent by mail, it shall be deemed to have been received five calendar days after the date of mailing, not counting days without mail service. If sent by electronic means, a notice shall be deemed to have been received on the date of its transmission, provided that if such day is not a working day, or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission. Any change in address of the parties for official notices shall be communicated by official notice in accordance with this Article.

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 ____%.

A20 The professional liability insurance to be carried by the *Architect* pursuant to GC 10.1 shall be a claims made policy with limits of not less than \$ _____ per claim, with an aggregate limit of not less than \$ _____ within any policy year. This policy shall be maintained continuously from the commencement of the *Services* and, subject to commercial availability, for a minimum of three years after the *Ready-for-Takeover* date. The *Client* acknowledges that the actual amount of insurance available at any given time under a claims made policy will be dependent on the aggregate amount of all claims made during a policy year.

OR (Strike out either A20 or A21.)

A21 The *Client* shall arrange and pay for project specific professional liability insurance in the amount of \$ _____, with a maximum deductible of \$ _____. This policy shall be maintained continuously from the commencement of the *Services* and for _____ years after the *Ready-for-Takeover* date.

A22 The *Architect's* liability pursuant to GC 9.1.2 shall be limited to: \$ _____.

A23 The general liability insurance to be carried by the *Architect* pursuant to GC 10.2 shall have limits of not less than \$ _____ per occurrence.

A24 This contract shall be governed by the laws of _____.

A25 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral. This contract may be amended only in writing signed by the *Client* and the *Architect*.

This Contract may only be used for
2023 EXAC study purposes

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Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

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Definitions

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Additional Services

Additional Services are the services that are not included as *Services* to be provided by the *Architect* in Schedule A – Services at the time this contract is made but which, with the written agreement of the *Client* and *Architect*, are subsequently added to the *Services* identified in Schedule A – Services.

Architect

The *Architect* is the person or entity identified in Article A3 of the agreement and who is registered, licensed or otherwise authorized to use the title "*Architect*" and to practice architecture at the *Place of the Work*.

Client

The *Client* is the person or entity identified in Article A2 of the agreement.

Construction Budget

The *Construction Budget* is the maximum amount of money, including contingency allowances, which the *Client* is prepared to spend on the *Construction Cost*. This amount is stated in Article A7 of the agreement or may be an adjusted amount determined or approved by the *Client* under the terms of this contract.

Construction Contract

The *Construction Contract* is the contract between the *Client* and the *Constructor* and is comprised of the *Construction Documents* and other documents that identify the contractual rights and obligations of the *Client* and the *Constructor*.

Construction Cost

The *Construction Cost* is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of coordination by, the *Architect*, consisting of the *Construction Contract* price, cost of changes to the *Work* during construction, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, except *Value-Added Taxes*, which shall be excluded. *Construction Cost* excludes the compensation of the *Architect* and *Consultants*, land cost, land development charges and other professional fees.

Construction Cost Estimate

The *Construction Cost Estimate* is the anticipated total *Construction Cost* at the anticipated time of construction, including contingency allowances, as determined or agreed to by the *Architect* from time to time, the accuracy of which corresponds to the available level of detail of design development and the *Construction Documents*, and the extent of construction completed.

Construction Documents

The *Construction Documents* are the drawings, specifications and other documents appropriate to the size and complexity of the *Work*, used to describe the size, quality, and character of the entire *Work*, including architectural and where applicable structural, mechanical, electrical, and other systems, materials and elements, setting forth in detail the requirements for the *Work*.

Constructor

For the purposes of this contract, the *Constructor* is the person or entity engaged by the *Client* under the *Construction Contract* to perform some or all of the *Work*. It does not mean "constructor" as this term may be defined in any provincial or territorial legislation.

Consultant

A *Consultant* is a person or entity engaged by the *Client* or the *Architect* to provide specialized services or services supplementary to those provided by the *Architect*.

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General Review

General Review, which is synonymous with field review, is review by the *Architect and Consultants* during visits to the *Place of the Work* and, where applicable, at locations where building components are fabricated for use at the *Place of the Work*, at intervals appropriate to the stage of the construction that the *Architect and Consultants*, in their professional discretion, consider necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the *Construction Documents* and to so report, in writing, to the *Client*, the *Constructor*, and authorities having jurisdiction.

Instruments of Service

Instruments of Service are representations, in any medium of expression, of the tangible and intangible creative work that forms part of the *Services* or *Additional Services*.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in Article A5 of the agreement.

Project

The *Project* is the total undertaking contemplated by the *Client*, of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover is as defined in the *Construction Contract* or, if not defined in the *Construction Contract*, the date of substantial performance or completion of the *Work* as defined in the lien legislation applicable to the *Place of the Work*.

Reimbursable Expenses

Reimbursable Expenses are those expenses, necessarily incurred by the *Architect and Consultants* engaged by the *Architect*, in the interests of the *Project*, as identified in Schedule B – Reimbursable Expenses and which are payable by the *Client* in addition to the fee for the *Architect's Services*.

Services

The *Services* means the professional services identified in Schedule A – Services including those performed by the *Architect*, the *Architect's* employees, and the *Consultants* engaged by the *Architect*.

Toxic or Hazardous Substances or Materials

Toxic or Hazardous Substances or Materials are any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and include, without limitation, pollutants, moulds, asbestos, biocontaminants, biohazards, nuclear, and special wastes, whether or not defined in any federal, provincial, territorial or municipal statutes or regulations.

Value Added Taxes

Value Added Taxes are those taxes levied by the federal or any provincial or territorial government including the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

Work

The *Work* means the total construction and related services required by the *Construction Documents*.

This Contract may only be used for 2023 RAIC Study purposes

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General Conditions

GC0 Preamble

- 0.1 The terms of this preamble are incorporated into and form part of this contract.
- 0.2 This contract is entered into for the mutual benefit of the *Client* and the *Architect* for the development of the *Project*.
- 0.3 This contract shall be interpreted fairly and reasonably.
- 0.4 The relationship between the *Client* and the *Architect* shall be one of mutual respect, support, openness, and good faith.
- 0.5 The final design of the *Project* is unknown at the outset of this contract and thus exploration of solutions and adaptability to changing circumstances are essential aspects of the relationship between the *Client* and the *Architect*. This contract anticipates and accommodates necessary adjustments during the *Project's* design and construction.
- 0.6 The *Client* acknowledges that the *Architect* has a duty of care arising by law and from the *Architect's* professional status and professional code of ethics.
- 0.7 The *Client* and the *Architect* acknowledge that the success of the *Project* is reliant on a relationship of mutual respect, support, openness, and good faith with the *Constructor*.

GC1 Architect's Responsibilities and Scope of Services

- 1.1 The *Architect* shall:
 - 1 perform those *Services* identified as the *Architect's* responsibilities in Schedule A – *Services*,
 - 2 perform the *Services* with professional skill and care, consistent with the orderly progress of the *Services* and the *Work*,
 - 3 authorize, in writing, a person to act on the *Architect's* behalf (in the absence of such authorization, the signatory on the agreement is deemed to be the *Architect's* authorized representative),
 - 4 utilize key personnel where so identified and request the *Client's* approval of any change to key personnel, which approval shall not unreasonably be withheld,
 - 5 engage those *Consultants* identified in Article A11.1 of the agreement under contracts that incorporate applicable terms and conditions of this contract,
 - 6 request the *Client's* approval of any change to those *Consultants* identified in Article A11.1 of the agreement, which approval shall not be unreasonably withheld,
 - 7 advise the *Client* in the interest of the *Project*,
 - 8 advise the *Client* of the need to engage *Consultants* or other third parties when necessary,
 - 9 perform the *Services* of the coordinating professional who:
 - 1 manages the communications among all *Consultants* identified in Article A11 of the agreement and with the *Client*,
 - 2 provides direction to all *Consultants* identified in Article A11 of the agreement as necessary to give effect to all design decisions, and
 - 3 reviews the services of all *Consultants* identified in Article A11 of the agreement to identify matters of concern and monitor *Consultants'* compliance with directions,
 - 10 maintain appropriate administrative, financial, and other *Project* related records, including records of *Reimbursable Expenses* and any *Services* for which the fee is based on hourly rates, and make these records available to the *Client* for review upon request, and
 - 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.

GC2 Additional Services

- 2.1 Upon recognizing a need to perform *Additional Services*, either the *Architect* or the *Client* shall promptly notify the other explaining the facts and circumstances.
- 2.2 The *Architect* and the *Client* acknowledge that the need for *Additional Services* may arise for reasons that include, but are not limited to:

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- .1 changes to the *Client's* program of requirements,
- .2 changes to the *Project* size, scope, quality, or complexity,
- .3 changes to the *Client's Construction Budget*,
- .4 changes to the *Client's* schedule, including the anticipated dates for construction as stated in Article A8 of the agreement,
- .5 changes to the project delivery method or the form of *Construction Contract* as stated in Article A9 of the agreement,
- .6 *Client* instructions that are inconsistent with instructions or written approvals previously given by the *Client*,
- .7 the *Client's* failure to render decisions in a timely manner,
- .8 the enactment of new or revised statutes, regulations, codes, or by-laws,
- .9 information provided by the *Client*, *Consultants*, or other third parties engaged by the *Client* that differs materially from actual conditions,
- .10 interpretations by authorities having jurisdiction that differ from the *Architect's* interpretations of statutes, regulations, codes or by-laws, which differences the *Architect* could not have reasonably anticipated,
- .11 acceptance of *Constructor* proposed substitutions that require revisions to the *Construction Documents*,
- .12 an unreasonable number or complexity of *Constructor* claims, requests for information (RFIs) or proposed substitutions,
- .13 replacement of work damaged or destroyed during construction by fire, flood, or other cause,
- .14 major defects or deficiencies in the *Work* or default by either the *Client* or the *Constructor* under a *Construction Contract*, and
- .15 dispute resolution proceedings arising out of the *Construction Contract*.

2.3 The *Architect* shall only perform *Additional Services* with the prior written agreement of the *Client* and the *Architect*.

GC3 Client's Responsibilities

3.1 The *Client's* responsibilities shall include those items identified as *Client* responsibilities in Schedule A – Services.

3.2 The *Client* shall provide to the *Architect* the *Project* objectives, constraints, criteria and the following information, as applicable:

- .1 Legal description and surveys describing physical characteristics, legal limitations and utility locations for the *Place of the Work* and adjoining properties showing, as applicable, grades and lines of streets, alleys, pavements and structures, adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, site boundaries and contours, locations and dimensions of existing buildings, other improvements, trees, and information concerning utility services, both public and private, above and below grade, including inverts and depths.
- .2 Subsurface investigation reports including test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with appropriate professional recommendations.
- .3 Air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical and other laboratory and environmental tests, inspections, field tests and reports with appropriate professional recommendations.
- .4 All available information on existing buildings, including investigation or condition reports, facility management drawings, and original drawings and specifications, via electronic media where possible and with the permission of copyright holders for the use of such information.

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*.

3.4 The *Client* shall:

- .1 authorize in writing a person to act on the *Client's* behalf and shall define that person's scope of authority as necessary (in the absence of such authorization, the signatory on the agreement is deemed to be the *Client's* authorized representative),
- .2 engage the *Consultants* identified in Article A11.2 of the agreement,

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- .3 ensure that all *Consultants* identified in Article A11.2 of the agreement are engaged under contracts compatible with this contract, provide upon the *Architect's* request a copy of such contracts and evidence that such *Consultants* carry professional liability insurance acceptable to the *Architect*, and obtain the *Architect's* written approval of any change to such *Consultants*, which approval shall not be unreasonably withheld,
- .4 engage a qualified *Constructor* under a *Construction Contract* compatible with this contract,
- .5 notify the *Architect* in writing of *Client* initiated increases or decreases to the *Construction Budget*,
- .6 give due consideration to the *Architect's* advice and recommendations, and make necessary written decisions promptly,
- .7 review documents submitted by the *Architect* and give the *Architect* timely written decisions and approvals thereon for the orderly progress of the *Services*,
- .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,
- .9 if the *Client* is not the owner of the real property at the *Place of the Work*, obtain the owner's written consent for the *Work*,
- .10 promptly notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Work* or any nonconformity with the *Construction Documents*, and
- .11 promptly notify the *Architect* in writing if the *Client* is dissatisfied with any of the *Services*.

GC4 Construction Budget, Construction Cost Estimate and Construction Cost

- 4.1 The *Architect's* initial evaluation of the *Construction Budget* and any preliminary or updated *Construction Cost Estimates* that may be prepared by the *Architect* represent the *Architect's* judgement as a design professional. However neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Constructor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect* cannot and does not warrant or represent that the lowest compliant bid or the lowest negotiated proposal will not vary from the *Construction Cost Estimate* and the *Construction Budget*.
- 4.2 The *Construction Cost Estimate* shall include contingency amounts to cover unforeseen or changing factors of cost including:
 - .1 a design and pricing contingency to provide for the evolution of the design and refinement of the *Construction Cost Estimate* prior to the construction phase,
 - .2 an escalation contingency to cover price escalation from the time a *Construction Cost Estimate* is prepared to the time when bids or proposals are received, and
 - .3 a construction contingency to cover necessary design and construction changes that cause *Construction Cost* increases during the construction phase including those arising from GC7.3.
- 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 *Construction Cost Estimate* shall be adjusted 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 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* by less than the percentage stated in Article A19 of the agreement, the *Architect* shall make appropriate recommendations to the *Client* and the *Client* shall:
 - .1 provide written approval of an increase in the *Construction Budget* or,
 - .2 co-operate with the *Architect* in decreasing the *Project* scope or quality as an *Additional Service*.
- 4.5 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* by more than the percentage stated in Article A19 of the agreement, the *Architect* shall make appropriate recommendations to the *Client* and the *Client* shall:
 - .1 provide written approval of an increase in the *Construction Budget*, or
 - .2 abandon the *Project* and terminate this contract in accordance with GC11 Termination and Suspension, or
 - .3 co-operate with the *Architect* in decreasing the *Project* scope or quality.
- 4.6 If the *Client* proceeds under GC 4.5.3, and the overage is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, 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 within the percentage in

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excess of the *Construction Budget* as stated in Article A19 of the agreement, in which case the *Architect* shall perform these *Services* for no additional fee. This shall be the limit of the *Architect's* responsibility under this GC 4.6.

GC5 Architect's Role and Authority During Construction

- 5.1 The *Architect* shall provide administration of the *Construction Contract*.
- 5.2 The *Architect* is not the *Client's* authorized agent or representative for the purposes of the *Construction Contract*.
- 5.3 The duties, responsibilities and limitations of authority of the *Architect* as set forth in the *Construction Contract* shall be modified or extended only with the written consent of the *Client*, the *Architect*, and the *Constructor*.
- 5.4 The *Architect* shall:
 - .1 perform *General Review* of the *Work*,
 - .2 be, in the first instance, the interpreter of the *Construction Contract*, and shall make written interpretations and findings that are impartial and consistent with the intent of the *Construction Documents*,
 - .3 manage or be included in all communications between the *Client* and the *Constructor*,
 - .4 have the authority to reject work that does not conform to the requirements of the *Construction Contract*,
 - .5 have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed, and
 - .6 have the authority to order minor adjustments in the *Work* that are consistent with the intent of the *Construction Contract*, when these do not involve an adjustment in the *Construction Cost* or an extension of the *Construction Contract* time.
- 5.5 Issuance of a certificate for payment by the *Architect* shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the *Constructor's* schedule of values and application for payment, that the *Work* has progressed to the value indicated, that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the *Construction Contract*, and that the *Constructor* is entitled to payment in the amount certified.
- 5.6 Issuance of a certificate for payment by the *Architect* shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the *Constructor* has used the monies paid by the *Client*, or that the *Constructor* has discharged its legal obligations.
- 5.7 The *Architect* shall not be responsible for:
 - .1 the discovery of, acts or omissions of the *Constructor*, subcontractors, suppliers or any other persons performing any of the *Work*, nor for failure of any of them to carry out the *Work* in accordance with the *Construction Documents*,
 - .2 nor have control, charge, or supervision of construction means, methods, techniques, schedules, sequences or procedures, nor for safety precautions and programs required in connection with the *Work*,
 - .3 any and all matters arising from *Toxic or Hazardous Substances or Materials*,
 - .4 information provided by product manufacturers, nor
 - .5 providing *Services* that involve substantive modification of the *Construction Documents*, except as provided under GC 7.3 or except as *Additional Services*.

GC6 Use of Documents

- 6.1 The *Architect* and the *Consultants* engaged by the *Architect* shall retain all common law, statutory and other reserved rights, including copyrights to the *Instruments of Service* and including moral rights.
- 6.2 Submission or distribution of any of the *Instruments of Service* to meet requirements of authorities having jurisdiction or for other similar purposes shall not be construed as publication in derogation of the rights of the *Architect* and of the *Consultants* engaged by the *Architect*.
- 6.3 The *Architect* grants to the *Client* a non-exclusive license to use the *Instruments of Service* solely for the purposes of constructing, using, maintaining, altering, and adding to the *Project*. The *Architect* may rescind this license if the *Client* fails to fulfill its obligations under this contract, including failure to make payment for *Services* when due, or if the *Architect* terminates this contract pursuant to GC 11.4.
- 6.4 The *Instruments of Service* shall be used only by the *Client* for the intended purposes of the *Project* at the *Place of the Work* and shall not be offered for sale or transfer to third parties without the *Architect's* written consent.

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- 6.5 Any alterations to or unauthorized use of the *Instruments of Service* shall be at the *Client's* sole risk. Moreover, the *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including legal costs) associated with such alterations or unauthorized use. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any alterations or unauthorized use.
- 6.6 If building information modelling (BIM) will be used for the *Project*, and the standard BIM Contract Appendix published by the Institute for BIM in Canada (IBC) is appended to this contract, copyright for the model and model elements shall be as set out in the BIM Contract Appendix.
- 6.7 This GC6 shall survive suspension, termination, or completion of this contract.

GC7 Standard of Care

- 7.1 The *Architect* and the *Consultants* engaged by the *Architect* shall perform the *Services* to the standard of care ordinarily exercised by other members of their professions under similar circumstances, at the same time and in the same or similar locale.
- 7.2 The *Client* acknowledges that the standard of care prescribed in GC 7.1 does not require perfection.
- 7.3 The *Architect* and the *Client* shall promptly notify the other in writing upon discovery of any matters that require clarification or amendment of the *Instruments of Service* prepared by the *Architect* or a *Consultant* engaged by the *Architect*. The *Architect* shall provide the necessary *Services* to remedy or clarify such matters arising in the *Instruments of Service*. Such amendments shall be carried out on a without prejudice basis in a timely fashion so as to minimize disruption to the *Project*.
- 7.4 If the *Client* considers any matter to be a negligent error or omission of the *Architect* or of a *Consultant* engaged by the *Architect*, the *Client* shall promptly notify the *Architect* in writing accordingly. The *Architect* shall thereupon take the necessary steps to advise any *Consultant* so impacted, and to preserve its coverage under any professional liability insurance policy that may apply.

GC8 Indemnification

- 8.1 Subject to GC 9 Limitations of Liability, the *Architect* and the *Client* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party, provided such claims are attributable to:
- .1 negligent performance of professional *Services* by the *Architect* or by those for whom the *Architect* is responsible in law, or
 - .2 a breach of this contract by the party from whom indemnification is sought.
- 8.2 This GC 8 shall survive suspension, termination or completion of this contract.

GC9 Limitations of Liability

- 9.1 Any and all claims, whether in contract or tort, which the *Client* has or may have against the *Architect* in any way arising out of, or related to, the *Architect's* duties and responsibilities, including those arising from GC 8 Indemnification, shall be limited in amount to the lesser of:
- .1 the amount of insurance coverage provided under Article A20 or A21 of the agreement that is available at the time the claim is made, or
 - .2 the amount stated in Article A22 of the agreement.
- 9.2 The *Architect* shall not be liable, in contract or tort, for:
- .1 any alterations to the *Architect's* design or to the *Construction Documents* made by the *Client*, the *Constructor*, or other third parties without the *Architect's* written approval,
 - .2 acts, omissions, or errors of the *Client*, of *Consultants* or other third parties retained by the *Client*, or of the *Constructor*, nor
 - .3 the result of any interpretation or finding of the *Architect* rendered in good faith in accordance with the *Construction Documents*.
- 9.3 The liability of the *Architect* and the *Client* with respect to any claims against each other, in contract or in tort, shall be limited to direct damages only and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party.

GC10 Insurance

- 10.1 Unless the *Client* arranges and pays for project specific professional liability insurance as stated in Article A21 of the agreement, the *Architect* shall carry professional liability insurance under a policy that has limits not less than those stated in Article A20 of the agreement.
- 10.2 The *Architect* shall carry general liability insurance under a policy with limits not less than those stated in Article A23 of the agreement, from the date of commencement of the *Services* until one year after the *Ready-for-Takeover* date.

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- 10.3 The *Architect* shall require all *Consultants* engaged by the *Architect* to carry insurance.
- 10.4 Upon request, insurance policies of the *Architect* and of the *Consultants* engaged by the *Architect* shall be available for the *Client's* inspection.
- 10.5 This GC 10 shall survive suspension, termination or completion of this contract.

GC11 Termination and Suspension

- 11.1 If the *Architect* or the *Client* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.
- 11.2 The *Client* may suspend performance of the *Services* or terminate this contract by notice in writing sent to the *Architect*. Upon receipt of such notice in writing, the *Architect* shall perform no further *Services* and shall take measures to mitigate costs incurred by the *Architect* as a result of the suspension or termination.
- 11.3 If the *Client* suspends performance of the *Services* through no fault of the *Architect*:
 - .1 the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of suspension, plus additional fees for demonstrable costs that the *Architect* reasonably incurs as a direct result of the suspension,
 - .2 resumption of the *Services* shall be conditional upon an agreement in writing between the *Client* and the *Architect* regarding the time of the resumption of the *Services* and any additional fees payable by the *Client* as a result of the suspension, and
 - .3 if there is no agreement to resume the *Services* within 60 calendar days after the date of the suspension, the *Architect* may terminate this contract upon providing a notice in writing to the *Client*.
- 11.4 If the *Client* is in default in the performance of any of the *Client's* obligations under this contract, including but not limited to failure to make payments to the *Architect* when due, 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 *Client* terminates this contract through no fault of the *Architect*, or if the *Architect* terminates this contract pursuant to GC 11.1, 11.3.3, or 11.4, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of termination, plus additional fees for demonstrable costs, including loss of profit, which the *Architect* reasonably incurs as a direct result of the termination.

GC12 Payments to the Architect

- 12.1 The *Architect* shall invoice the *Client* for *Services* performed and *Reimbursable Expenses* incurred based on, as applicable:
 - .1 the apportionment of a fixed or percentage-based fee for each phase of the *Services* as stated in Article A13 of the agreement and in proportion to progress made within each phase of the *Services*,
 - .2 time-based rates as stated in Schedule C – Time Based Rates, and
 - .3 *Reimbursable Expenses* as stated in Schedule B – Reimbursable Expenses.
- 12.2 Any expenditure not defined in Schedule B – Reimbursable Expenses, which the *Architect* intends to invoice as a *Reimbursable Expense*, shall be approved by the *Client* in writing as a *Reimbursable Expense* prior to the expenditure being incurred.
- 12.3 The *Client* shall pay the *Architect's* invoices as stated in Article A17 of the agreement. The *Client* shall not make any deductions or set-offs from amounts invoiced by the *Architect* on account of any claims or demands of the *Client*.
- 12.4 If the *Client* retains holdback from payments to the *Architect* pursuant to applicable lien legislation, and the *Architect* provides *Services* both before and after the commencement of the *Work*, then, for purposes of the applicable lien legislation, this contract shall be deemed to be divided into two contracts comprised of:
 - .1 a contract for the provision of *Services* up to and including the commencement of the *Work*, and
 - .2 a second contract for the provision of *Services* after the commencement of the *Work*,
 so that the holdback related to the first contract may be released upon its completion.

GC13 Percentage-Based Fee

- 13.1 This GC 13 shall apply only when the *Architect's* fee, or a part thereof, is percentage-based as stated in Article A12 of the agreement.

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- 13.2 The basis for calculating the percentage fee shall be as follows:
- .1 before a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Budget* at the time of the invoice,
 - .2 after a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Cost Estimate* at the time of the invoice, and
 - .3 after the *Construction Contract* is entered into, the fee shall be based on the *Construction Cost* at the time of the invoice.
- 13.3 The fee shall not be subject to any retroactive adjustments based on increases or decreases to the *Construction Budget* or the *Construction Cost Estimate* as the *Services* progress.
- 13.4 If the *Client* furnishes labour or material below market cost, the amounts upon which the fee is calculated shall be adjusted as if all labour and material were paid for at market prices at the time of construction.

GC14 Dispute Resolution

- 14.1 Differences between the *Architect* and the *Client* as to the interpretation, application or administration of this contract, or any failure to agree where agreement between the *Architect* and the *Client* is called for, collectively called disputes, shall be settled in accordance with this GC 14.
- 14.2 The *Architect* and the *Client* shall make all reasonable efforts to resolve disputes by amicable negotiations and shall provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents, to facilitate these negotiations.
- 14.3 If the *Architect* and the *Client* so agree, the dispute shall be submitted to mediation or arbitration in accordance with CCDC 40 - Rules for Mediation and Arbitration of Construction Industry Disputes, in effect on the date of this contract.
- 14.4 If the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that a dispute between the *Client* and *Constructor* may be finally resolved by arbitration:
- .1 the *Client* shall notify the *Architect* in writing of the matter in dispute at least 14 calendar days in advance of any arbitration proceeding,
 - .2 the *Client* shall ensure that the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that the *Architect* has the option to request or object to the joinder of the *Architect* as an additional party to the arbitration, and
 - .3 if the *Architect* requests the joinder of the *Architect* as an additional party to the arbitration, the *Client* shall consent to the joinder, and
 - .4 if the *Client* fails to comply with GC 14.4.1, 14.4.2, or 14.4.3, the *Client* shall have no claim against the *Architect* arising from matters resolved by the arbitration.
- 14.5 This GC14 shall survive suspension, termination, or completion of this contract.
- 14.6 Nothing in this contract shall be deemed to affect any right to adjudication which may be prescribed by the law of the *Place of the Work*.

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 shall not be unreasonably withheld, the *Architect* shall neither use, nor disclose nor otherwise communicate any information about the *Project* or the *Client*.
- 15.2 The *Architect* shall be entitled to sign the building by inscription or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 15.3 The *Architect* and the *Consultants* engaged by the *Architect* shall be identified on any temporary *Project* identification signs erected at the *Place of the Work*.
- 15.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 15.5 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 15.6 Unless otherwise agreed in writing by the *Architect* and the *Client*, the *Services* and this contract shall be considered complete one year after the *Ready-for-Takeover* date.

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Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far right column. Alternatively, at the user's discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as "N/A" or "C". The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

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 Work including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing structural components and systems.	
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. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing mechanical components and systems.	
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. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing electrical components and systems.	
1.4	Acoustic Consulting Services –	
1.5	Audio Visual Consulting Services –	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.6	Building Sciences Consulting Services –	
1.7	Energy Modelling Consulting Services –	
1.8	Civil Engineering Consulting Services –	
1.9	Commissioning Agent Consulting Services – Engage a commissioning agent for services over and above take-over at completion of construction.	
1.10	Cost Estimating Consulting Services –	
1.11	Food Services Consulting Services –	
1.12	Heritage Conservation Consulting Services –	
1.13	Archaeological Consulting Services –	
1.14	Hardware Consulting Services –	
1.15	Interior Design Consulting Services –	
1.16	Laboratory Design Consulting Services –	
1.17	Landscape Architect Consulting Services –	
1.18	Lighting Design Consulting Services –	
1.19	Microclimate Consulting Services –	
1.20	Planning Consulting Services –	
1.21	Security Consulting Services –	
1.22	Building Security and Communications Systems Consulting Services –	
1.23	Traffic Consulting Services –	
1.24	Vertical Transportation Consulting Services –	
1.25	[] Consulting Services –	
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.	
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.	
1.28	Tenant Improvement Design Services – Provide tenant layout and fit up <i>Construction Documents</i> coordinated with base building <i>Construction Documents</i> .	
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 fast track <i>Project</i> delivery.	
1.31	Multiple Phases - Services in connection with multiple phased occupancies.	
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> .	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.33	Coordination of <i>Client's</i> Equipment – Coordinate delivery, receipt, and installation of <i>Client's</i> equipment with <i>Constructor</i> .	
1.34	Value Engineering Services –	
1.35	Life Cycle Cost Analysis Services –	
1.36	Energy Modelling Services –	
1.37	Climate Change Analysis – Analyse effects of climate change on building components and systems over the life of the <i>Project</i> .	
1.38	Enhanced Sustainable Design - Enhanced sustainable design services to incorporate advanced levels of sustainable design.	
1.39	Sustainable Design Certification - Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	
1.40	Commissioning - Services related to commissioning of the building.	
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.	
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.	
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.	
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.	
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.	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<p>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:</p> <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% complete, and 5. end of Construction Documents Phase. 	
2.6	<p>Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.</p>	
2.7	<p>Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i>, including contract administration for multiple <i>Construction Contracts</i>.</p>	
2.8	<p>Coordination of Client's Own Forces - Coordinate <i>Work</i> of <i>Client's</i> own forces with that of the <i>Constructor</i>.</p>	
2.9	<p>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>.</p>	
2.10	<p>Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the <i>Client's</i> CADD standards.</p>	
2.11	<p>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.</p>	
2.12	<p>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.</p>	
3	<p>AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES</p>	
3.1	<p>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.</p>	
3.2	<p>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.</p>	
3.3	<p>Variances - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings for variances.</p>	
3.4	<p>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.</p>	
3.5	<p>Development Approval or Agreement - Assist <i>Client</i> in preparation of documents for and attendance at meetings for a development approval or agreement.</p>	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
3.6	Public Hearings – Assist <i>Client</i> in preparation of documents for, and attendance at, public hearings.	
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.	
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.	
4.2	Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	
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.	
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.	
4.5	Functional Programming - Analyse <i>Client's</i> needs and prepare functional program.	
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	
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> .	
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	
1.9	Building Condition Assessment - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	
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.	
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	
4.12	Comparative Studies of Prospective Sites - Review a number of potential <i>Project</i> sites and assess the suitability of each to accommodate <i>Client's Project</i> .	
4.13	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site.	
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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.	
4.16	Drawing Conversion - Convert drawings provided by <i>Client</i> to an another appropriate format.	
4.17	Photographs - Prepare a photographic record of existing conditions.	
4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	
4.19	Assist Client Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	
4.20	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	
4.21	Assist Client Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	
4.22	Engage Toxic or Hazardous Substances Consultant –	
4.23	Assist Client 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.	
4.24	Marketing - Prepare promotional presentations or special marketing materials.	
4.25	Basic Climate Analysis: Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	
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.	

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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>. 	
5.4	Marketing Documents - Provide or arrange for provision of promotional materials.	
5.5	Architectural Models - Provide or arrange for provision of scale models.	
5.6	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	
5.7	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	
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.	

This Contract may only be used for 2023 EXAC Study Purposes

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'B' <i>Construction Cost Estimate</i>. 	
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.	
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.	
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> .	
7.2	<p>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:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	
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.	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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> .	
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> .	
7.8	Submit <i>Construction Documents</i> - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 50%, 75% 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.	
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist <i>Client</i> 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.	
8.2	Assist <i>Client</i> in Calling for Bids – Arrange and manage the process for public or invitational call for bids and distribution of bid documents.	
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>Client</i> .	
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	
8.9	Assemble <i>Construction Contract</i> - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Client</i> , <i>Constructor</i> and <i>Consultants</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	
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.	
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> .	
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.	
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> .	
9.5	Requests for Information (RFI's) - Receive RFI's from <i>Constructor</i> and respond.	
9.6	Supplemental Instructions - Prepare and issue supplemental instructions as required for clarification of the requirements of the <i>Construction Documents</i> .	
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> .	
9.8	General Review - Provide <i>General Review</i> at intervals required by the definition of <i>General Review</i> in the contract .	
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: [].	
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: [].	
9.11	Additional Project Representation – Provide full-time on-site representation for the duration of construction.	
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> .	
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	
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> .	
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> .	

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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> .	
9.17	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	
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> .	
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> .	
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> .	
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> .	
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.	
9.23	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	
9.24	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	
10	POST CONSTRUCTION PHASE SERVICES	
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> .	

Schedule A1 – PREDESIGN SERVICES

Schedule A1 – Predesign Services is an abbreviated version of Schedule A – Services. It includes only those *Services* that the *Architect* would typically provide, either alone or with a team limited to basic engineering consultants, when retained only for the Predesign Phase of a project. A separate schedule, A2- Building Condition Assessment, is provided for *Services* related to a multidisciplinary assessment of existing facilities. If this schedule does not adequately describe the required the scope of services, it is recommended to use Schedule A – Services.

Editing Note: *This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the column to the right. Alternatively, at the user’s discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as “N/A” or “C”. The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.*

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A1 – Predesign Services. Other services that are not applicable, or that the *Client* is responsible to provide, are so indicated in this Schedule.

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	
1.1	Structural Consulting Engineering Services - Engage a structural engineer for all predesign services related to the structural integrity of the <i>Work</i> .	
1.2	Mechanical Consulting Engineering Services – Engage a mechanical engineer for all predesign services related to mechanical systems and their controls .	
1.3	Electrical Consulting Engineering Services – Engage an electrical engineer for all predesign services related to electrical systems and their controls.	
1.4	Cost Estimating Consulting Services – Engage a Cost Estimating Consultant for services to develop an initial estimate of construction costs.	

Schedule A1 – PREDESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2	COORDINATION SERVICES	
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.	
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.	
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.	
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.	
2.5	Project Report - Prepare Predesign <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.	
2.6	Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.	
2.7	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.	
2.8	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.	
3	AUTHORITIES HAVING JURISDICTION SERVICES	
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.	
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.	
4.2	Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	

Schedule A1 – PREDESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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.	
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.	
4.5	Functional Programming - Analyse <i>Client's</i> needs and prepare functional program.	
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	
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> .	
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	
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.	
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	
4.12	Comparative Studies of Prospective Sites - Review a number of potential <i>Project</i> sites and assess the suitability of each to accommodate <i>Client's Project</i> .	
4.13	Investigate Existing Conditions - Visit Owner's existing facility(ies) and review characteristics of the site.	
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	
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.	
4.16	Drawing Conversion - Convert drawings provided by <i>Client</i> to another appropriate format.	
4.17	Photographs - Prepare a photographic record of existing conditions.	
4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	
4.19	Assist Client Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	
4.20	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	
4.21	Assist Client Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	
4.22	Engage Toxic or Hazardous Substances Consultant –	

Schedule A1 – PREDESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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.	
4.24	Marketing - Prepare promotional presentations or special marketing materials.	
4.25	Basic Climate Analysis: Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	

This Contract may only be used for
 2023 EXAC study purposes

Schedule A2 – BUILDING CONDITION ASSESSMENT SERVICES

Schedule A2 – Building Condition Assessment Services is an abbreviated version of Schedule A – Services. It includes only those *Services* that the *Architect* and *Engineers* would typically provide when retained only for the assessment and reporting on the condition of existing facilities. If this schedule does not adequately describe the required the scope of services, it is recommended to use Schedule A – Services.

Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far right column. Alternatively, at the user’s discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as “N/A” or “C”. The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A2 – Building Condition Assessment Services. Other services that are not applicable, or that the *Client* is responsible to provide, are so indicated in this Schedule.

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	
1.1	Structural Consulting Engineering Services - Engage a structural engineer for all services related to the assessment and reporting on the structural integrity of existing building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels.	
1.2	Mechanical Consulting Engineering Services – Engage a mechanical engineer for all services related to the assessment and reporting on the mechanical systems and their controls including: plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems.	
1.3	Electrical Consulting Engineering Services – Engage an electrical engineer for all services related to assessment and reporting on the electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems.	

Schedule A2 – BUILDING CONDITION ASSESSMENT SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.8	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.	
3	BUILDING CONDITION ASSESSMENT SERVICES	
3.1	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	
3.2	Building Condition Assessment - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	
3.3	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	
3.4	Measured Drawings - Prepare measured drawings of existing conditions.	
3.5	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.	
3.6	Drawing Conversion - Convert drawings provided by <i>Client</i> to another appropriate format.	
3.7	Photographs - Prepare a photographic record of existing conditions.	
3.8	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	
3.9	Assist Client Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	
3.10	Engage Toxic or Hazardous Substances Consultant –	
3.11	Assist Client 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.	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

Schedule A3 –Services for a Simple to Average Project is an abbreviated version of Schedule A – Services. It includes only those *Services* that the *Architect* and *Engineers* would typically provide when retained for an simple or average project involving few if any additional services or specialist consultants. In using this schedule, the following assumptions are made:

- The method of project delivery is design-bid-build with a single general contractor;
- Limited *Services* are required for consultation and coordination with Authorities Having Jurisdiction beyond the preparation of construction documents for building permit application;
- The Client provides Predesign investigation materials such as the functional program, accurate measured drawings, building condition assessment, designated substances reports, and site surveys.

If this schedule does not adequately describe the required the scope of services, it is recommended to use Schedule A – Services.

Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far right column. Alternatively, at the user’s discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as “N/A” or “C”. The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A3 – Services for a Simple to Average Project. Other services that are not applicable, or that the Client is responsible to provide, are so indicated in this Schedule.

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	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<p>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:</p> <p>end of Pre-Design Phase, end of Schematic Design Phase, end of Design Development Phase, when Construction Documents Phase is 50% complete, and end of Construction Documents Phase.</p>	
2.6	<p>Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.</p>	
3	<p>AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES</p>	
3.1	<p>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.</p>	
3.2	<p>Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.</p>	
4	<p>PRE-DESIGN PHASE SERVICES</p>	
4.1	<p>Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.</p>	
4.2	<p>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.</p>	
4.3	<p>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.</p>	
4.4	<p>Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i>.</p>	
4.5	<p>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.</p>	
4.6	<p>Drawing Conversion - Convert drawings provided by <i>Client</i> to another appropriate format.</p>	
4.7	<p>Photographs - Prepare a photographic record of existing conditions.</p>	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design phase.	
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.	
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 'D' <i>Construction Cost Estimate</i>. 	
5.4	Architectural Models - Provide or arrange for provision of scale models.	
5.5	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	
5.6	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	
5.7	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.	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'C' <i>Construction Cost Estimate</i>. 	
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.	
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.	
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> .	
7.2	<p>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:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	
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.	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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> .	
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> .	
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 50% 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.	
8	BIDDING/NEGOTIATION PHASE	
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.	
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.	
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>Client</i> .	
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	

Schedule A3 – SERVICES FOR A SIMPLE TO AVERAGE PROJECT

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.15	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	
9.16	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> .	
9.17	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> .	
9.18	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> .	
9.19	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> .	
9.20	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.	
9.21	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	
9.22	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	
10	POST CONSTRUCTION PHASE SERVICES	
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> .	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

Schedule A4 – Custom Residential Design Services is an abbreviated version of Schedule A – Services. It includes only those *Services* that the *Architect* and *Engineers* would typically provide when retained for a custom residential design project. In using this schedule, the following assumptions are made:

- The method of project delivery method may be either design-bid-build or construction management;
- Limited *Services* are required for consultation and coordination with Authorities Having Jurisdiction beyond the preparation of construction documents for building permit application and/or applications for minor variance;

If this schedule does not adequately describe the required the scope of services, it is recommended to use Schedule A – Services.

Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far right column. Alternatively, at the user’s discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as “N/A” or “C”. The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

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

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. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing structural components and systems.	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<p>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:</p> <p>end of Pre-Design Phase, end of Schematic Design Phase, end of Design Development Phase, when Construction Documents Phase is 50% complete, and end of Construction Documents Phase.</p>	
2.6	<p>Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.</p>	
2.7	<p>Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i>, including contract administration for multiple <i>Construction Contracts</i>.</p>	
2.8	<p>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.</p>	
2.9	<p>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.</p>	
3	<p>AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES</p>	
3.1	<p>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.</p>	
3.2	<p>Variances - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings for variances.</p>	
3.3	<p>Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.</p>	
4	<p>PRE-DESIGN PHASE SERVICES</p>	
4.1	<p>Analyses of Client Needs - Review <i>Client's</i> stated objectives for the <i>Project</i> and advise.</p>	
4.2	<p>Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.</p>	
4.3	<p>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.</p>	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.4	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.	
4.5	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	
4.6	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.	
4.7	Drawing Conversion - Convert drawings provided by <i>Client</i> to another appropriate format.	
4.8	Photographs - Prepare a photographic record of existing conditions.	
4.9	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	
4.10	Assist Client Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	
4.11	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	
4.12	Assist Client Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	
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.	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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>. 	
5.4	Architectural Models - Provide or arrange for provision of scale models.	
5.5	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	
5.6	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	
5.7	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.	

This Contract may only be used for 2023 EXAC Study Purposes

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'B' <i>Construction Cost Estimate</i>. 	
6.2	<p>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.</p>	
6.3	<p>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.</p>	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	<p>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>.</p>	
7.2	<p>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:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	
7.3	<p>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.</p>	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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> .	
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> .	
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 50%, 75% 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.	
8	BIDDING/NEGOTIATION PHASE	
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.	
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.	
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>Client</i> .	
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	

Schedule A4 – CUSTOM RESIDENTIAL DESIGN SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.15	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	
9.16	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> .	
9.17	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> .	
9.18	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> .	
9.19	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> .	
9.20	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.	
9.21	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	
9.22	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	
10	POST CONSTRUCTION PHASE SERVICES	
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> .	

Schedule A5 – INTERIOR FIT-UP SERVICES

Schedule A5 – Interior Fit-up Services is an abbreviated version of Schedule A – Services. It includes only those *Services* that the *Architect* and *Engineers* would typically provide when retained for a fit-up of interior commercial or office space. In using this schedule, the following assumptions are made:

- The project is limited to interior spaces only and does not involve renovation or upgrading of the building's envelope's components or assemblies;
- The building's systems, such as the heating or cooling plant, environmental controls systems, electrical transformation, distribution, or back-up power system do not require upgrading or replacement;
- The project does not involve additions to the existing that go beyond the building envelope.

If this schedule does not adequately describe the required the scope of services, it is recommended to use Schedule A – Services.

Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far-right column. Alternatively, at the user's discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as "N/A" or "C". The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

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

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	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.	

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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.	
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.	
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.	
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.	
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: end of Pre-Design Phase, end of Schematic Design Phase, end of Design Development Phase, when Construction Documents Phase is 50% complete, and end of Construction Documents Phase.	
2.6	Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.	
2.7	Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i> , including contract administration for multiple <i>Construction Contracts</i> .	
2.8	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> .	
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.	
3.2	Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.	

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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.	
4.2	Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	
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.	
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.	
4.5	Functional Programming - Analyse <i>Client's</i> needs and prepare functional program.	
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	
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> .	
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	
4.9	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.	
4.10	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.	
4.11	Drawing Conversion - Convert drawings provided by <i>Client</i> to another appropriate format.	
4.12	Photographs - Prepare a photographic record of existing conditions.	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	
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.	

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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>. 	
5.4	Architectural Models - Provide or arrange for provision of scale models.	
5.5	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	
5.6	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	
5.7	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.	

This Contract may only be used for 2023 EXAC Study Purposes

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'B' <i>Construction Cost Estimate</i>. 	
6.2	<p>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.</p>	
6.2	<p>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.</p>	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	<p>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>.</p>	
7.2	<p>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:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	
7.3	<p>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.</p>	

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
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> .	
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple Construction Contracts.	
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 50%, 75% 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.	
8	BIDDING/NEGOTIATION PHASE	
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.	
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.	
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>Client</i> .	
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	

Schedule A5 – INTERIOR FIT-UP SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.15	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	
9.16	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> .	
9.17	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> .	
9.18	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> .	
9.19	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> .	
9.20	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.	
9.21	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	
9.22	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	
10	POST CONSTRUCTION PHASE SERVICES	
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> .	

This Contract may only be used for 2023 WAC study purposes for

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: <ol style="list-style-type: none"> 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. 		
2	Special reproduction graphic services including: <ol style="list-style-type: none"> 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. 		
3	Delivery costs including: <ol style="list-style-type: none"> 1. Couriers 2. Registered or express mail 3. Postage 		
4	Local transportation including: <ol style="list-style-type: none"> 1. Taxis 2. Use of personal vehicles at rate of [\$0.50/km][] 3. Automobile rental 4. Parking 		

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 [\$0.50/km] []		
6	Meals: 1. Allowance of [\$50/day] []		
7	Travel time of <i>Architect's</i> and <i>Architect's Consultant's</i> personnel		
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		
9	Local <i>Project</i> office		
10	Commissioned presentation materials including: 1. Renderings 2. Physical models 3. Computer models 4. Computer animations		
11	Internet based services 1. Virtual storage 2. FTP site 3. <i>Project</i> management file sharing service		
12	Miscellaneous		
TOTAL PROBABLE COST			

This Contract may only be used for
 2023 EXAC study purposes

Canadian Standard Form of Contract for Architect's Services

DOCUMENT SIX

2018 Edition

Agreement

A1 This agreement is made on:

(Date)

A2 between the *Client*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A3 and the *Architect*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A4 for the following *Project*:

A5 at the following *Place of the Work*:

	Document Six – 2018 Edition Revised 2020-09	AF 1 of 5
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A6 The owner, if other than the *Client*, is: _____

A7 The *Construction Budget* is: \$ _____

A8 The *Client's* anticipated dates for construction are:
.1 Commencement of construction: _____
.2 *Ready-for-Takeover*: _____

A9 The anticipated *Project* delivery method and form of *Construction Contract* are:
.1 *Project* delivery method: _____
.2 Form of *Construction Contract*: _____

A10 The *Architect* shall provide the *Services* described in Schedule A – Services OR Schedule A____ - _____ whichever is attached to this contract. The *Client* shall be responsible for other services as indicated in Schedule A – Services OR Schedule A____ - _____ whichever is attached to this contract.

A11 The following *Consultants* have been or will be engaged on the *Project*.
.1 by the *Architect*:

.2 by the *Client*:

A12 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:

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- .1 A fixed fee of \$_____.
- .2 A percentage-based fee calculated as _____% of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost* as described in GC 13 – Percentage-Based Fee.
- .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:

A13 Payment of a fixed or percentage fee shall be apportioned to the phases of the *Services* as follows:

- .1 Pre-design phase: _____%
- .2 Schematic design phase: _____%
- .3 Design development phase: _____%
- .4 Construction documents phase: _____%
- .5 Bidding or negotiation phase: _____%
- .6 Construction phase: _____%
- .7 Post-construction phase: _____%
- Total: 100 %

A14 *Reimbursable Expenses* shall be payable on the basis stated in Schedule B – Reimbursable Expenses.

A15 The *Client* shall pay the *Architect*, upon execution of this contract, a retaining fee in the amount of \$_____, which shall be applied to the *Architect's* last invoice.

A16 The *Architect* shall issue invoices for the *Architect's* fee and *Reimbursable Expenses*, plus *Value Added Taxes*, in accordance with GC 12.1. Invoices shall be issued monthly, unless the *Client* and the *Architect* agree otherwise.

A17 The *Client* shall pay the *Architect* within 30 days after date of issuance of an invoice or within such time as is prescribed by the law of the *Place of the Work*, whichever is earlier. An invoice unpaid after 30 days shall bear interest, calculated monthly at the rate of _____% per annum.

A18 The addresses for official notices in writing between the *Architect* and the *Client* shall be as stated in Articles A2 and A3. The delivery of such notices shall be by hand, by courier, by first class mail, by facsimile, or by other means of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or by courier or, if sent by mail, it shall be deemed to have been received five calendar days after the date of mailing, not counting days without mail service. If sent by electronic means, a notice shall be deemed to have been received on the date of its transmission, provided that if such day is not a working day, or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission. Any change in address of the parties for official notices shall be communicated by official notice in accordance with this Article.

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 ____%.

A20 The professional liability insurance to be carried by the *Architect* pursuant to GC 10.1 shall be a claims made policy with limits of not less than \$ _____ per claim, with an aggregate limit of not less than \$ _____ within any policy year. This policy shall be maintained continuously from the commencement of the *Services* and, subject to commercial availability, for a minimum of three years after the *Ready-for-Takeover* date. The *Client* acknowledges that the actual amount of insurance available at any given time under a claims made policy will be dependent on the aggregate amount of all claims made during a policy year.

OR (Strike out either A20 or A21.)

A21 The *Client* shall arrange and pay for project specific professional liability insurance in the amount of \$ _____, with a maximum deductible of \$ _____. This policy shall be maintained continuously from the commencement of the *Services* and for _____ years after the *Ready-for-Takeover* date.

A22 The *Architect's* liability pursuant to GC 9.1.2 shall be limited to: \$ _____.

A23 The general liability insurance to be carried by the *Architect* pursuant to GC 10.2 shall have limits of not less than \$ _____ per occurrence.

A24 This contract shall be governed by the laws of _____.

A25 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral. This contract may be amended only in writing signed by the *Client* and the *Architect*.

This Contract may only be used for
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Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

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