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In order to support 2024 ExAC candidates to prepare for the exam, the RAIC has prepared this specially watermarked version of the *Canadian Standard Form of Contract between Architect and Consultant – Document Nine*, 2018 Edition.

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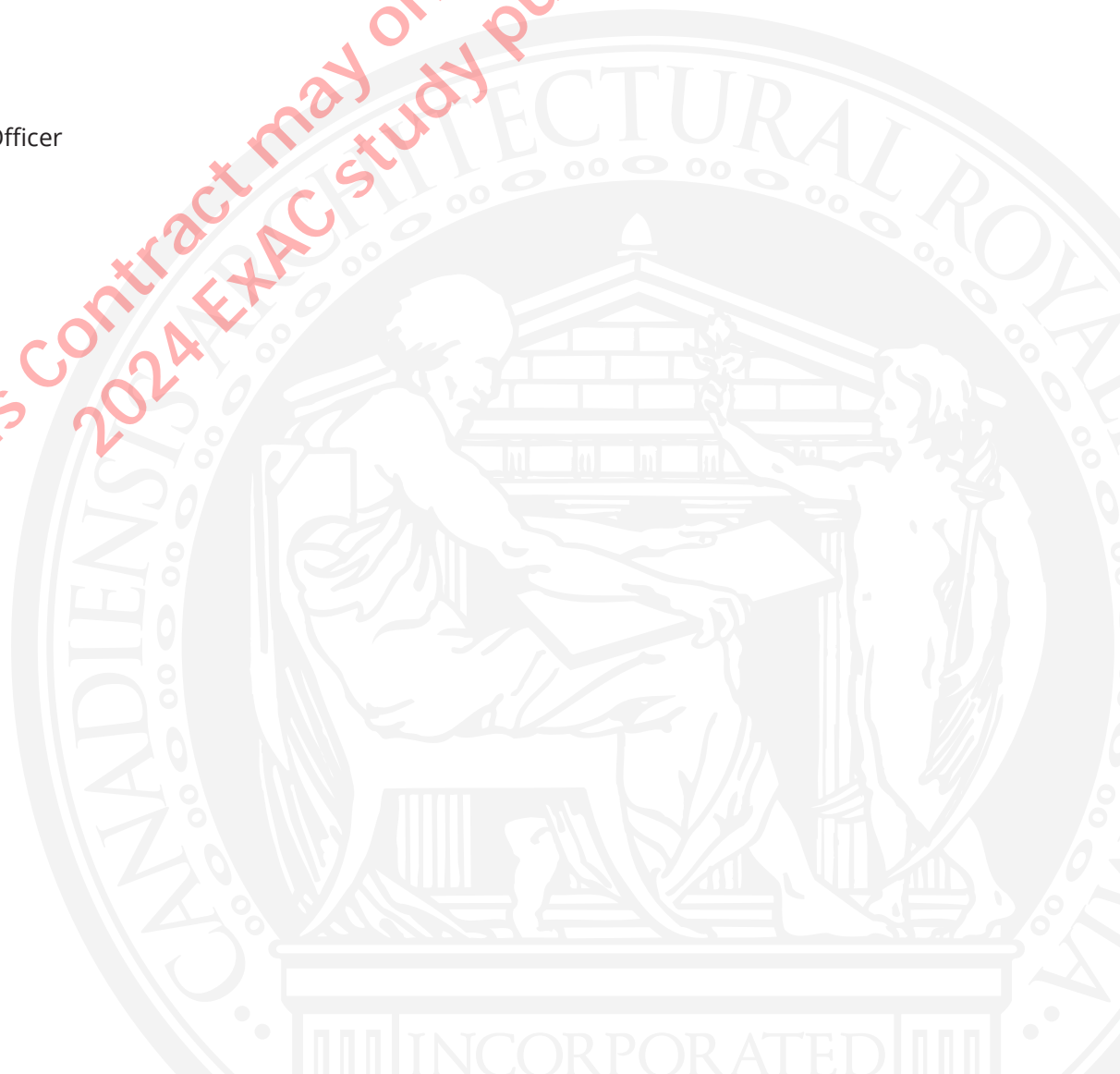
On behalf of the Royal Architectural Institute of Canada, we wish you and your fellow Architectural Interns the very best of luck with your 2024 ExAC.

Yours very truly,



Mike Brennan
RAIC Chief Executive Officer

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2024 ExAC study purposes





Guide to the **Canadian Standard Form of Contract between Architect and Consultant**

DOCUMENT NINE

2018 Edition

*This Contract may only be used for
2024 EXAC Study Purposes*

The Royal
Architectural Institute
of Canada

The Canadian Standard Form of Contract for between Architect and Consultant, Document Nine, 2018 Edition and this Guide were prepared by the Practice Support Committee of the Royal Architectural Institute of Canada:

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The RAIC Practice Support Committee appreciates the input received from owner representatives, insurers, provincial associations of architects, and other stakeholders for the development of the Canadian Standard Form of Contract for Architectural Services, Document Six, 2018 upon which the Canadian Standard Form of Contract between Architects and Consultants 2018 is based:

- Alberta Association of Architects
- Architects' Association of New Brunswick
- Architectural Institute of British Columbia
- Association of Consulting Engineering Companies
- Brookfield Properties
- Cadillac Fairview
- Canadian Association of University Business Officers
- Canadian Construction Documents Committee
- Community and Government Services, Government of Nunavut
- Consulting Architects of Alberta
- Defence Construction Canada
- Encon Group Ltd
- Fonds des Architectes
- Highways and Public Works, Government of Yukon
- Immobilière Industrielle-Alliance
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- Manitoba Association of Architects
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- Saskatchewan Association of Architects
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*This Contract may only be used for
2024 EXAC study purposes*

Purpose

This standard form of contract is intended for use between the Architect and a Consultant engaged by the Architect, where the Architect has been engaged by the Client under an RAIC Document Six - 2018, Canadian Standard Form of Contract for Architectural Services contract.

Document Nine is not a stand-alone contract. It cannot be used without a Prime Contract (between Client and Architect). Furthermore, unlike the previous edition of Document Nine, this third edition of Document Nine cannot be used in conjunction with any Prime Contract other than RAIC Document Six, 2018 Edition. That Prime Contract must be attached to this contract as Appendix 1.

Guidance notes to this contract are intended to assist the Architect and Consultants engaged by the Architect in understanding Document Nine and in completing the Agreement Form and Schedules.

Document Nine is primarily intended for use when engaging Consultants who are design professionals, with structural, mechanical, and electrical engineers being the most common Consultants on building projects. Consultants may also include interior designers, civil engineers, acoustic engineers, landscape architects, other architects, and many other types of specialist Consultants. This contract may also be used for Consultants who are not necessarily design professionals. Written contracts are recommended for all Consultants engaged by the Architect.

Format

This edition of Document Nine is formatted to parallel Document Six as closely as possible. Provisions of Document Six are deemed to “flow down” to this contract where applicable or are explicitly restated to suit the context of this contract.

The Agreement form portion of this contract 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. The article numbering should remain as is, because the General Conditions reference some Agreement articles by article number.

Unlike the previous edition of Document Nine, this contract does not provide for “Other Conditions” to be added to the Agreement. It is intended that the Agreement be used in substantially the form provided (fill in the blanks only). The Definitions and General Conditions for this contract are intended for use as is, without alteration. If alteration is required, it must be done by means of separate “Supplementary Conditions” to Document Nine that clearly identify any required additions, deletions, or modifications to the standard text. Supplementary Conditions, if any, should be kept to a minimum, recognizing that this standard form contract reflects industry recommended best practices. The parties are advised to seek legal and insurance advice when considering alterations to the Definitions or General Conditions.

Other project specific provisions of the Services to be provided under this contract should be addressed in Schedule A – Consulting Services. Unlike the previous edition of Document Nine, use of a Schedule A is essential with this edition.

This standard form contract includes four different Schedules intended for Structural, Mechanical, Electrical, and Other Consultant Services respectively. Select the appropriate Schedule and edit it to describe the Services to whatever level of detail is considered appropriate. All four Schedules are labeled as “Schedule A” on the assumption that in most cases only one Schedule will be attached to a given Document Nine contract, and would therefore be labeled “A” in each case. However, in the event that more than one type of Consultant Services (e.g. both Mechanical and Electrical) are provided by the same Consultant under a single Document Nine contract, use of the separate Schedules is still recommended, but the second and any additional Schedules should be relabeled as Schedule B, C, etc.

The Services provided by the Consultant during all phases must be compatible with the services the Architect and the Client have agreed are necessary under the Prime Contract. The Schedule A's for this contract are based on and contain similar provisions to those included in Schedule A for Document Six. When editing a Schedule A for this contract, ensure that it includes provisions similar to those in Schedule A for the Prime Contract for each phase of the Services. The Architect and the Consultant should ensure that they have a common understanding of the extent of Services to be provided by the Consultant. This is particularly important for the Construction Phase, as the Services required of the Consultant during this phase may include more professional services than implied by the term “Field Review” as defined by the Association of Consulting Engineering Companies – Canada.

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 Nine from the RAIC website at: www.raic.org. However, to be permitted to use Document Nine 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.

This Contract may only be used for
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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 Consultant, the date the Architect 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 <i>Architect</i>	
		(Name)
		(Address)
		(E-mail) (Fax no.)
A3	and the <i>Consultant</i>	
		(Name)
		(Address)
		(E-mail) (Fax no.)

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

Article A4

A4	for consulting <i>Services</i> for <i>This Part of the Project</i> .	
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"This Part of the Project" is the defined term used in this contract to refer to those elements, systems, or components of the Project to which the Consultant's discipline or qualifications apply and for which the Services are provided. Identify the applicable element, system, or component of the Project in general terms here, e.g. structural, mechanical, electrical, etc. Use Schedule A to describe "This Part of the Project" and the scope of the Services in more detail.

Article A5

A5	The <i>Architect</i> has made a contract with the <i>Client</i> :	
		(Name)
		(Address)

Insert the name and address of the Architect's Client for the Project.

Article A6

A6 for the following *Project*: _____

Insert the name of the Project.

Article A7

A7 The contract with the *Client* identified in Article A5, for the *Project* identified in Article A6, is hereinafter referred to as the *Prime Contract*.

Article A8

A8 A copy of the *Prime Contract*, including applicable Schedules, is attached to and made part of this contract as Appendix 1. Fee related provisions may be redacted.

A copy of the Prime Contract must always be attached this contract. Financial or other confidential provisions may be redacted.

Article A9

- A9 Except as expressly otherwise provided in this contract, and to the extent that the provisions of the *Prime Contract* apply to *This Part of the Project*:
- .1 the *Architect* shall assume toward the *Consultant* all obligations that the *Client* assumes toward the *Architect* under the *Prime Contract*,
 - .2 the *Consultant* shall assume toward the *Architect* all obligations that the *Architect* assumes toward the *Client* under the *Prime Contract*,
 - .3 the *Architect* shall have the benefit of all rights that the *Owner* has under the *Prime Contract*, and
 - .4 the *Consultant* shall have the benefit of all rights that the *Architect* has under the *Prime Contract*.

The Services provided by the Consultant to the Architect are part of the services that the Architect has undertaken to provide to the Client under the Prime Contract. Therefore, this article provides that provisions of the Prime Contract “flow down” to this contract.

Article A10

A10 The *Consultant* shall provide the *Services* described in Schedule A – Consulting Services.

Schedule A – Consulting Services must always be attached to and form part of this contract. Use Schedule A to describe the Services to be provided by the Consultant in as much detail as necessary.

Article A11

A11 The following *sub-consultants* have been or will be engaged by the *Consultant*:

Insert here the names of any sub-consultants to be engaged by the Consultant and known at the time this Agreement is signed. It is important for both the Architect and the Consultant to ensure that the terms of any agreements with sub-consultants are compatible with the terms of this contract and that sub-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*.
- .1 A fixed fee of \$ _____.
 - .2 A percentage-based fee calculated as _____ % of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost for This Part of the Project*, as described in GC 13 – *Percentage-Based Fee*.
 - .3 A fee based on time-based rates for personnel employed by the *Consultant* or the *Consultant's sub-consultants* as stated in Schedule C – *Time Based Rates*.
 - .4 Other:

This article provides for the three most common methods of compensation for a Consultant's *Services*. Insert here the required information as applicable and strike out the inapplicable clauses. The method of fee determination will usually be the same as that for the Architect under the Prime Contract but must not necessarily always be the same. 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 *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 %

This article provides for the distribution of the Consultant's fixed fee or percentage fee over the traditional phases of a project. The distribution will usually be the same as that for the Architect under the Prime Contract but must not necessarily always be the same. Insert percentages as agreed by the parties. Delete any phases that do not apply to the *Services*.

Article A14

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

If any *Reimbursable Expenses* are anticipated, attach a completed Schedule B. Provisions for *Reimbursable Expenses* will usually be the same as those for the Architect under the Prime Contract but must not necessarily always be the same.

Article A15

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

If a retaining fee is required, insert amount here. If not applicable, insert "n/a", "zero", or "\$0.00".

Article A16

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

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.

Article A17

A17 The *Architect* shall invoice the *Client* under the *Prime Contract* on the *Consultant's* behalf and shall pay the *Consultant's* invoice within such time as is prescribed by the law of the *Place of the Work* or within ____ days after the *Architect* receives payment from the *Client*, whichever is earlier.

This contract recognizes that payment originates with the *Architect's* *Client* and therefore provides for a "pay when paid" approach. The *Architect* and the *Consultant* should agree on payment within a reasonable number of days after the *Architect* receives payment from the *Client*. In some jurisdictions this may be dictated by prompt payment legislation that would supersede this contract. Insert the number of days agreed by the parties here.

Articles A18

A18 The addresses for official notices in writing between the *Consultant* and the *Architect* shall be as stated in Articles A2 and A3.

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* for *This Part of the Project*, and the excess is more than ____ %, the provisions of GC 4.2 shall apply.

This article, when read together with GC 4.2, is intended to "flow down" to the *Consultant* part of the *Architect's* obligation to redesign at no additional fee if the *Construction Budget* is exceeded by more than the specified percentage. The percentage will usually be the same as that for the *Architect* under the *Prime Contract* but must not necessarily always be the same. Insert the percentage agreed by the parties here.

Article A20 and A21

A20 The professional liability insurance to be carried by the *Consultant* 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 *Architect* 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]

A21 The *Client* will arrange and pay for project specific professional liability insurance as described in the *Prime Contract*.

[Strike either A20 or A21, as applicable.]

The professional liability insurance provisions under this contract will usually be the same as those for the Architect under the Prime Contract but must not necessarily always be the same. Insert the required insurance limits in A20 and strike A21, or strike A20, as applicable.

Article 22

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

The Consultant's limitation of liability under this contract will usually be the same as that of the Architect under the Prime Contract but must not necessarily always be the same. Insert the limitation amount agreed by the parties here.

Article 23

A23 The general liability insurance to be carried by the *Consultant* pursuant to GC 10.2 shall have limits of not less than \$ _____ per occurrence. Certificates of insurance certifying the *Consultant's* compliance with the provisions of A20 and A23 are attached to this contract as Appendix 2.

The general liability insurance provisions under this contract will usually be the same as those for the Architect under the Prime Contract but must not necessarily always be the same. Insert the general liability insurance limit agreed by the parties here.

Article A24

A24 This contract shall be governed by the same laws that govern the *Prime Contract*.

Article A25

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

Signature Page

<p>Architect</p> <p>_____</p> <p>(Name of <i>Architect</i>)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p> <p>Witness</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p> <p>Consultant</p> <p>_____</p> <p>(Name of <i>Consultant</i>)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p> <p>Witness</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name and title of person signing)</p>

Insert the legal names of the Architect and Consultant (same as under article 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 or Engineer'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

Terms in this contract shall be as defined in the *Prime Contract*, except for the following Definitions that apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Defined terms have specific meanings for the purpose of Document Nine. Most of the terms that are defined in Document Six “flow down” to this contract. However, some terms are defined differently in this contract than in Document Six or do not appear in Document Six. Those terms are defined here. For uniformity and clarity, all terms that are defined in either Document Six or Document Nine are capitalized and italicized wherever they appear elsewhere in Document Nine. When editing the Schedules, as well as when Supplementary Conditions to Document Six are prepared, the defined terms should be used consistently and should also be capitalized and italicized.

For guidance information on terms that appear in this contract but are defined in the Prime Contract, refer to the RAIC Guide to Document Six.

Additional Services

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

If and when the need for Additional Services is identified, and whether or not they are the result of additional services to the Prime Contract, a document identifying and describing the change(s) in the scope of Services, and corresponding additional fees, should be prepared for signature by the parties. This is similar in principle to a Change Order to a Construction Contract. This document should reference this 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.

Consultant

The *Consultant* is the person or entity identified in Article A3 of the agreement.

Other Consultants

Other Consultants are persons or entities, other than the *Consultant* identified in Article A3 of the agreement, engaged by the *Client* or the *Architect* to provide specialized services or *Services* supplementary to those provided by the *Architect* and the *Consultant*.

Prime Contract

The *Prime Contract* means the contract between the *Architect* and the *Client*, as identified in Article A5 of the agreement.

Services

The *Services* means the services identified in Schedule A – Consulting Services, including those performed by the *Consultant*, the *Consultant's* employees, and any *sub-consultants* engaged by the *Consultant*.

This Part of the Project

This Part of the Project means those elements, systems, or components of the *Project* to which the *Consultant's* discipline or qualifications apply and for which the *Services* are provided, as identified in Article A4 of the agreement.

General Conditions

GC0 Preamble - Refer to Prime Contract

Article A9 of the agreement provides for the “flow down” of applicable provisions of the Prime Contract to this contract. To facilitate this, these GCs follow the same name and numbering format as those in the Prime Contract. Wherever the General Conditions of this contract indicate “Refer to Prime Contract” for a particular GC (GC0, GC6, GC7, GC11, GC14, and GC15) the provisions of those GCs in the Prime Contract are deemed to “flow down” and apply to this contract, with the proviso stated here that the names of the parties must be read differently than in the Prime Contract, to reflect the context of this contract. However, provisions of Prime Contract GCs that have no applicability when read in the context of this contract are not deemed to flow down.

- 0.1 Throughout these General Conditions, “Refer to Prime Contract” means a reference to the corresponding GC of the Prime Contract, but amended to substitute “*Consultant*” for “*Architect*” and “*Architect*” for “*Client*” where each such term is used.

GC 1 Consultant's Responsibilities and Scope of Services

GCs, like this one, contain specific provisions that are intended to supersede similar provisions that would otherwise be deemed to “flow down” from the Prime Contract. This GC, and others like it, deal with exceptions to the “flow down” from the Prime Contract or restate provisions that would otherwise be deemed to “flow down”. Provisions that are considered particularly important, or those that would benefit from the greater clarity of being restated in the proper context of this contract, are generally restated instead of relying on the deemed “flow down”.

- 1.1 The *Consultant* shall:
- .1 perform those *Services* identified as the *Consultant's* responsibilities in Schedule A – Consultant Services for *This Part of the Project*, which form part of the responsibilities of the *Architect* to the *Client* under the *Prime Contract*,
 - .2 authorize, in writing, a person to act on the *Consultant's* behalf (in the absence of such authorization, the signatory on the agreement is deemed to be the *Consultant's* authorized representative),
 - .3 engage those *sub-consultants*, if any, identified in Article A11 of the agreement under contracts that incorporate applicable terms and conditions of this contract,
 - .4 perform the *Services* in manner, sequence, and timing so that they will be coordinated with those of the *Architect* and *Other Consultants* for the *Project*,
 - .5 provide progress copies of the *Instruments of Service* and other information for which the *Consultant* is responsible to the *Architect* and *Other Consultants* for review and coordination,
 - .6 coordinate all aspects of *This Part of the Project* and become familiar with aspects of the *Project* designed by the *Architect* and *Other Consultants* as necessary for the proper coordination of *This Part of the Project*,
 - .7 cooperate with the *Architect* in determining the proper share of the *Construction Cost Estimate* to be allocated to *This Part of the Project*,
 - .8 ensure that the *Architect* is included in all communications between the *Consultant* and the *Client*, the *Constructor*, and *Other Consultants*, except as otherwise authorized by the *Architect* in writing, and
 - .9 be an independent contractor for *This Part of the Project*, responsible for methods and means used in performing the *Services* under this contract and shall not be an employee, agent, or partner of, nor be in joint venture with, the *Architect*.

GC 2 Additional Services

Additional Services to be performed by the Consultant would normally, but not necessarily in all cases, be agreed upon in writing by the Client and Architect under the provisions of the Prime Contract, before they become Additional Services under this contract. It is imperative, and in the interests of both the Architect and the Client, that the Consultant never perform any services considered to be beyond the scope of the Services identified in Schedule A without the Architect's prior written agreement. Such services performed without the Architect's prior written agreement are not Additional Services by definition and therefore the Architect would be under no obligation to invoice the Client for them or to pay for them.

- 2.1 Upon recognizing a need to perform *Additional Services*, either the *Consultant* or the *Architect* shall promptly notify the other explaining the facts and circumstances.
- 2.2 The *Consultant* shall only perform *Additional Services* with the prior written agreement of the *Architect* and the *Consultant*.

GC 3 Architect's Responsibilities

Unlike the previous edition of Document Nine, use of a Schedule A – Consulting Services is essential with this edition. Edit Schedule A to describe the Services to whatever level of detail is considered appropriate.

- 3.1 The *Architect's* responsibilities shall include those items identified as *Architect's* responsibilities in Schedule A – Consulting Services.
- 3.2 The *Architect* shall:
 - .1 authorize in writing a person to act on the *Architect'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 *Architect's* authorized representative), and
 - .2 be the coordinating professional who:
 - .1 manages the communications among all *Consultants* identified in the *Prime Contract*,
 - .2 provides direction to all *Consultants* identified in the *Prime Contract* as necessary to give effect to all design decisions, and
 - .3 reviews the services of all *Consultants* identified in the *Prime Contract* to identify matters of concern and monitor *Consultants'* compliance with directions.

GC 4 Construction Budget and Construction Cost Estimate for This part of the Work

The Consultant and the Architect must clearly understand each other's responsibilities concerning the Construction Budget and Construction Cost Estimates. For the most part, these responsibilities "flow down" from the Prime Contract, but they are restated here because of their importance and for greater clarity. In particular, the Consultant must be aware of its obligations, as set out in this GC, in the event that the Construction Cost Estimate for the Part of the Project for which the Consultant is responsible is exceeded.

- 4.1 The *Consultant's* initial evaluation of the *Construction Budget* and any preliminary or updated *Construction Cost Estimates* that may be prepared by the *Consultant* for *This Part of the Work* represent the *Consultant's* best judgement. However the *Consultant* 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* for *This Part of the Work*.
- 4.2 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* for *This Part of the Work* by more than the percentage stated in Article A19 of the agreement, the following provisions shall apply:
 - .1 If the *Client* chooses to co-operate with the *Architect* in decreasing the scope or quality of *This Part of the Work*, and
 - .2 the overage is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Consultant*, then,
 - .3 the *Architect* may require the *Consultant* to modify the design, the *Construction Documents*, or provide other *Services* as necessary to reduce the *Construction Cost Estimate* for *This Part of the Work* to within the percentage in excess of the *Construction Budget* as stated in Article A19 of the agreement, in which case the *Consultant* shall perform these *Services* for no additional fee. This shall be the limit of the *Consultant's* responsibility under this GC 4.2.

GC 5 **Consultant's Role and Authority During Construction**

The Consultant and the Architect must have a common understanding of the extent to which the Architect's role and authority during construction is delegated to the Consultant with respect to the Part of the Project for which the Consultant is responsible, as described in this GC. Most, but not all, of these provisions are similar to those of the Prime Contract.

5.1	The <i>Consultant</i> shall assist the <i>Architect</i> in providing administration of the <i>Construction Contract</i> .
5.2	The <i>Consultant</i> is not the <i>Architect's</i> nor the <i>Client's</i> authorized agent or representative for the purposes of the <i>Construction Contract</i> .
5.3	The <i>Consultant</i> shall: <ol style="list-style-type: none">.1 perform <i>General Review</i> of the <i>Work</i> for <i>This Part of the Project</i>,.2 be, in the first instance, the interpreter of the <i>Construction Contract</i> for <i>This Part of the Project</i>, and shall make written interpretations and findings that are impartial and consistent with the intent of the <i>Construction Documents</i>,.3 have the authority to reject work for <i>This Part of the Project</i> that does not conform to the requirements of the <i>Construction Contract</i>,.4 have the authority to require special inspection or testing of work for <i>This Part of the Project</i>, whether or not such work has been fabricated, installed or completed, and.5 have the authority to order minor adjustments in the <i>Work</i> for <i>This Part of the Project</i> that are consistent with the intent of the <i>Construction Contract</i>, when these do not involve an adjustment in the <i>Construction Cost</i> or an extension of the <i>Construction Contract</i> time.
5.4	The <i>Consultant</i> shall assist the <i>Architect</i> in the evaluation of the <i>Constructor's</i> applications for payment and in the <i>Architect's</i> issuance of certificates for payment. The <i>Consultant's</i> recommendation to the <i>Architect</i> for the <i>Constructor's</i> entitlement to payment for the <i>Work</i> of <i>This Part of the Project</i> shall constitute a representation by the <i>Consultant</i> , based on the <i>Consultant's General Review</i> of the <i>Work</i> for <i>This Part of the Project</i> and on review of the <i>Constructor's</i> schedule of values and application for payment, that the <i>Work</i> has progressed to the value indicated, that to the best of the <i>Consultant's</i> knowledge, information and belief, the <i>Work</i> observed during the course of <i>General Review</i> is in general conformity with the <i>Construction Contract</i> , and that the <i>Constructor</i> is entitled to payment in the amount recommended by the <i>Consultant</i> .
5.5	The <i>Consultant</i> shall not be responsible: <ol style="list-style-type: none">.1 for, nor be responsible for the discovery of, acts or omissions of the <i>Constructor</i>, subcontractors, suppliers or any other persons performing any of the <i>Work</i>, nor for failure of any of them to carry out the <i>Work</i> in accordance with the <i>Construction Documents</i>,.2 for, 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 <i>Work</i>,.3 for any and all matters arising from <i>Toxic or Hazardous Substances or Materials</i>,.4 for information provided by product manufacturers, nor.5 for providing <i>Services</i> that involve substantive modification of the <i>Construction Documents</i>, except as provided under GC 7.3 of the <i>Prime Contract</i> or except as <i>Additional Services</i>.

GC 6 **Use of Documents - Refer to Prime Contract**

The use of documents provisions of the Prime Contract are deemed to "flow down" to this contract, such that the Consultants rights and obligations with respect to the Instruments of Service prepared by the Consultant are similar to the Architect's rights and obligations with respect to the Instruments of Services prepared by the Architect.

GC 7 **Standard of Care - Refer to the Prime Contract**

The standard of care provisions of the Prime Contract are deemed to "flow down" to this contract, meaning that this contract requires the Consultant, if a professional, to be held to the same standard of care to which the Architect is held under the Prime Contract. The same notification provisions as under the Prime Contract also apply.

GC 8 Indemnification

The indemnification provisions in this contract are identical to those in the Prime Contract. Because of their legal significance, and in the interests of greater clarity, they are restated here instead of simply referencing them as “flow down” from the Prime Contract.

- 8.1 Subject to GC 9 Limitations of Liability, the *Consultant* and the *Architect* 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 the *Services* by the *Consultant* or by those for whom the *Consultant* 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.

GC 9 Limitations of Liability

The limitation of liability provisions in this contract are identical to those in the Prime Contract, except that the actual dollar amount of the limitation could vary depending on the insurance coverage provided or the amount stated in the agreement for this contract. For this reason the limitation of liability provisions are restated here instead of referencing them as “flow down” from the Prime Contract.

- 9.1 Any and all claims, whether in contract or tort, which the *Architect* has or may have against the *Consultant* in any way arising out of, or related to, the *Consultant'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 *Consultant* shall not be liable, in contract or tort, for:
- .1 any alterations to the *Consultant's* design or to the *Construction Documents* made by the *Architect*, the *Client*, the *Constructor*, or other third parties without the *Consultant's* written approval,
 - .2 acts, omissions, or errors of the *Architect*, the *Client*, *Other Consultants*, the *Constructor*, or other third parties retained by the *Architect* or the *Client*, or
 - .3 for the result of any interpretation or finding of the *Consultant* rendered in good faith in accordance with the *Construction Documents*.
- 9.3 The liability of the *Consultant* and the *Architect* 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.

GC 10 Insurance

The insurance provisions in this contract are similar to those in the Prime Contract, except that the insurance limits could vary, depending on the amounts stated in the agreement for this contract. Normally the *Consultant* would be expected to maintain professional liability insurance and general liability insurance with limits not less than those required of the *Architect* in the Prime Contract.

- 10.1 Unless the *Client* arranges and pays for project specific professional liability insurance as stated in Article A21 of the agreement, the *Consultant* 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 *Consultant* 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.
- 10.3 The *Consultant* shall require all *sub-consultants* engaged by the *Consultant* to carry professional liability insurance and general liability insurance.
- 10.4 Upon request, insurance policies of the *Consultant* and of *sub-consultants* engaged by the *Consultant* shall be available for the *Architect's* inspection.

It is good practice to obtain a certificate of proof of insurance for your records and append it to this contract.

GC 11 Termination and Suspension - Refer to the Prime Contract

The termination and suspension provisions of the Prime Contract are deemed to “flow down” to this contract, meaning that the Consultant’s and the Architect’s respective rights and obligations with respect to termination and suspension under this contract are the same as the Client’s and the Architect’s respective rights and obligations under the Prime Contract.

GC 12 Payments to the Consultant

The payment provisions of this contract differ from those of the Prime Contract. As indicated in article A17 of the agreement, this contract requires the Architect to invoice the Client on the Consultant’s behalf after receiving the Consultant’s invoice. The Architect’s obligation to pay the Consultant’s invoice is contingent on receiving payment from the Client for Services allocable to the Consultant, whether received by the Architect in whole or in part.

12.1	The <i>Consultant</i> shall invoice the <i>Architect</i> for <i>Services</i> performed and <i>Reimbursable Expenses</i> incurred based on, as applicable: <ol style="list-style-type: none">.1 the apportionment of a fixed or percentage-based fee for each phase of the <i>Services</i> as stated in Article A13 of the agreement and in proportion to progress made within each phase of the <i>Services</i>,.2 time-based rates as stated in Schedule C – Time Based Rates, and.3 <i>Reimbursable Expenses</i> as stated in Schedule B – Reimbursable Expenses.
12.2	If the <i>Client</i> does not pay the <i>Architect</i> ’s invoice in full for any reason, the <i>Architect</i> shall pay the <i>Consultant</i> that portion of the <i>Architect</i> ’s invoice to the <i>Client</i> as is allocable to the <i>Consultant</i> and for which the <i>Architect</i> has received payment from the <i>Client</i> .
12.3	If required by lien legislation applicable at the <i>Place of the Work</i> , the <i>Architect</i> ’s payments to the <i>Consultant</i> may be subject to statutory holdback.

GC 13 Percentage-Based Fee

The provisions for calculating a percentage-based fee are the same as those in the Prime Contract, except they are based on the cost of This Part of the Project. For this reason, and for greater clarity, they are restated here instead of referencing them as “flow down” from the Prime Contract.

13.1	This GC 13 shall apply only when the <i>Consultant</i> ’s fee, or a part thereof, is percentage-based as stated in Article A12 of the agreement.
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> for <i>This Part of the Work</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> for <i>This Part of the Work</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> for <i>This Part of the Work</i> 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 <i>Construction Budget</i> or the <i>Construction Cost Estimate</i> as the <i>Services</i> progress.
13.4	If the <i>Client</i> furnishes labour or material below market cost for <i>This Part of the Work</i> , 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.

GC 14 Dispute Resolution - Refer to the Prime Contract

The dispute resolution provisions of the Prime Contract are deemed to “flow down” to this contract, meaning that procedures for dispute resolution between the Consultant and the Architect are exactly the same as for a dispute between the Architect and the Client. In some cases a dispute between Architect and Consultant may need to include the Client or a dispute between Architect and Client may need to include the Consultant. For this reason it is helpful to have the same dispute resolution provisions in both contracts. Unlike the previous edition of Document Nine, CCDC 40 – Rules for Mediation and Arbitration of Construction Industry Disputes, is referenced in Document Six and therefore also applies to this contract.

GC 15 ***Miscellaneous General Conditions - Refer to Prime Contract***

The miscellaneous general conditions of the Prime Contract are deemed to “flow down” to this contract to the extent they are applicable. GC 15.2, the right to “sign the building by inscription or otherwise” would generally not be considered to be applicable to a Consultant.

*This Contract may only be used for
2024 EXAC study purposes*



Canadian Standard Form of Contract between Architect and Consultant

DOCUMENT NINE

2018 Edition

ADAPTED FOR:

Affix

RAIC Authorization

Seal Here

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The Royal
Architectural Institute
of Canada

Canadian Standard Form of Contract between Architect and Consultant

DOCUMENT NINE

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
Suite 330
55 Murray Street
Ottawa, Ontario
K1N 5M3

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Schedules

(Attach the appropriate schedule(s) from the list below.)
Schedule A – Consulting Services - Structural (tabular)
Schedule A – Consulting Services - Mechanical (tabular)
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Schedule A – Consulting Services – Other (tabular)

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Canadian Standard Form of Contract between Architect and Consultant

DOCUMENT NINE

2018 Edition

Agreement

A1 This agreement is made on:

(Date)

A2 between the *Architect*

(Name)

(Address)

(E-mail)

(Fax no.)

A3 and the *Consultant*

(Name)

(Address)

(E-mail)

(Fax no.)

A4 for consulting *Services* for
This Part of the Project:

A5 The *Architect* has made a contract with the
Client:

(Name)

(Address)

A6 for the following *Project*:

A7 The contract with the *Client* identified in Article A5, for the *Project* identified in Article A6, is hereinafter referred to as the *Prime Contract*.

A8 A copy of the *Prime Contract*, including applicable Schedules, is attached to and made part of this contract as Appendix 1. Fee related provisions may be redacted.

A9 Except as expressly otherwise provided in this contract, and to the extent that the provisions of the *Prime Contract* apply to *This Part of the Project*.

- .1 the *Architect* shall assume toward the *Consultant* all obligations that the *Client* assumes toward the *Architect* under the *Prime Contract*,
- .2 the *Consultant* shall assume toward the *Architect* all obligations that the *Architect* assumes toward the *Client* under the *Prime Contract*,

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- .3 the *Architect* shall have the benefit of all rights that the *Owner* has under the *Prime Contract*, and
- .4 the *Consultant* shall have the benefit of all rights that the *Architect* has under the *Prime Contract*.

A10 The *Consultant* shall provide the *Services* described in Schedule A – Consulting Services.

A11 The following *sub-consultants* have been or will be engaged by the *Consultant*:

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* for *This Part of the Project*, as described in GC 13 – Percentage-Based Fee.
- .3 A fee based on time-based rates for personnel employed by the *Consultant* or the *Consultant's sub-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 *Architect* shall pay the *Consultant*, upon execution of this contract, a retaining fee in the amount of \$ _____, which shall be applied to the *Consultant's* last invoice.

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

- A17 The *Architect* shall invoice the *Client* under the *Prime Contract* on the *Consultant's* behalf and shall pay the *Consultant's* invoice within such time as is prescribed by the law of the *Place of the Work* or within ____ days after the *Architect* receives payment from the *Client*, whichever is earlier.
- A18 The addresses for official notices in writing between the *Consultant* and the *Architect* shall be as stated in Articles A2 and A3.
- 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 for This Part of the Project*, and the excess is more than ____ %, the provisions of GC 4.2 shall apply.
- A20 The professional liability insurance to be carried by the *Consultant* 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 *Architect* 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]

- A21 The *Client* will arrange and pay for project specific professional liability insurance as described in the *Prime Contract*.

[Strike either A20 or A21, as applicable.]

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

- A23 The general liability insurance to be carried by the *Consultant* pursuant to GC 10.2 shall have limits of not less than \$ _____ per occurrence. Certificates of insurance certifying the *Consultant's* compliance with the provisions of A20 and A23 are attached to this contract as Appendix 2.

- A24 This contract shall be governed by the same laws that govern the *Prime Contract*.

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

This contract may only be used for 2024 EAC study purposes

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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)

Consultant

(Name of *Consultant*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

This Contract may only be used for
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Definitions

Terms in this contract shall be as defined in the *Prime Contract*, except for the following Definitions that 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 *Consultant* in Schedule A – Consulting Services at the time this contract is made but which, with the written agreement of the *Architect* and *Consultant*, are subsequently added to the *Services* identified in Schedule A – Consulting Services.

Consultant

The *Consultant* is the person or entity identified in Article A3 of the agreement.

Other Consultants

Other Consultants are persons or entities, other than the *Consultant* identified in Article A3 of the agreement, engaged by the *Client* or the *Architect* to provide specialized services or services supplementary to those provided by the *Architect* and the *Consultant*.

Prime Contract

The *Prime Contract* means the contract between the *Architect* and the *Client*, as identified in Article A5 of the agreement.

Services

The *Services* means the services identified in Schedule A – Consulting Services, including those performed by the *Consultant*, the *Consultant's* employees, and any *sub-consultants* engaged by the *Consultant*.

This Part of the Project

This Part of the Project means those elements, systems, or components of the *Project* to which the *Consultant's* discipline or qualifications apply and for which the *Services* are provided, as identified in Article A4 of the agreement.

This Contract may only be used for
2024 ExAC study purposes

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General Conditions

GC0 Refer to Prime Contract

0.1 Throughout these General Conditions, "Refer to Prime Contract" means a reference to the corresponding GC of the Prime Contract, but amended to substitute "Consultant" for "Architect" and "Architect" for "Client" where each such term is used.

GC1 Consultant's Responsibilities and Scope of Services

1.1 The *Consultant* shall:

- .1 perform those *Services* identified as the *Consultant's* responsibilities in Schedule A – Consultant Services for *This Part of the Project*, which form part of the responsibilities of the *Architect* to the *Client* under the *Prime Contract*,
- .2 authorize, in writing, a person to act on the *Consultant's* behalf (in the absence of such authorization, the signatory on the agreement is deemed to be the *Consultant's* authorized representative),
- .3 engage those *sub-consultants*, if any, identified in Article A11 of the agreement under contracts that incorporate applicable terms and conditions of this contract,
- .4 perform the *Services* in manner, sequence, and timing so that they will be coordinated with those of the *Architect* and *Other Consultants* for the *Project*,
- .5 provide progress copies of the *Instruments of Service* and other information for which the *Consultant* is responsible to the *Architect* and *Other Consultants* for review and coordination,
- .6 coordinate all aspects of *This Part of the Project* and become familiar with aspects of the *Project* designed by the *Architect* and *Other Consultants* as necessary for the proper coordination of *This Part of the Project*,
- .7 cooperate with the *Architect* in determining the proper share of the *Construction Cost Estimate* to be allocated to *This Part of the Project*,
- .8 ensure that the *Architect* is included in all communications between the *Consultant* and the *Client*, the *Constructor*, and *Other Consultants*, except as otherwise authorized by the *Architect* in writing, and
- .9 be an independent contractor for *This Part of the Project*, responsible for methods and means used in performing the *Services* under this contract and shall not be an employee, agent, or partner of, nor be in joint venture with, the *Architect*.

GC2 Additional Services

2.1 Upon recognizing a need to perform *Additional Services*, either the *Consultant* or the *Architect* shall promptly notify the other explaining the facts and circumstances.

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

GC3 Architect's Responsibilities

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

3.2 The *Architect* shall:

- .1 authorize in writing a person to act on the *Architect'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 *Architect's* authorized representative), and
- .2 be the coordinating professional who:
 - .1 manages the communications among all *Consultants* identified in the *Prime Contract*,
 - .2 provides direction to all *Consultants* identified in the *Prime Contract* as necessary to give effect to all design decisions, and
 - .3 reviews the services of all *Consultants* identified in the *Prime Contract* to identify matters of concern and monitor *Consultants'* compliance with directions.

GC4 Construction Budget and Construction Cost Estimate for This Part of the Work

4.1 The *Consultant's* initial evaluation of the *Construction Budget* and any preliminary or updated *Construction Cost Estimates* that may be prepared by the *Consultant* for *This Part of the Work* represent the *Consultant's* best judgement. However the *Consultant* 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* for *This Part of the Work*.

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- 4.2 If at any time the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget* for *This Part of the Work* by more than the percentage stated in Article A19 of the agreement, the following provisions shall apply:
- .1 If the *Client* chooses to co-operate with the *Architect* in decreasing the scope or quality of *This Part of the Work*, and
 - .2 the overage is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Consultant*, then,
 - .3 the *Architect* may require the *Consultant* to modify the design, the *Construction Documents*, or provide other *Services* as necessary to reduce the *Construction Cost Estimate* for *This Part of the Work* to within the percentage in excess of the *Construction Budget* as stated in Article A19 of the agreement, in which case the *Consultant* shall perform these *Services* for no additional fee. This shall be the limit of the *Consultant's* responsibility under this GC 4.2.

GC5 Consultant's Role and Authority During Construction

- 5.1 The *Consultant* shall assist the *Architect* in providing administration of the *Construction Contract*.
- 5.2 The *Consultant* is not the *Architect's* nor the *Client's* authorized agent or representative for the purposes of the *Construction Contract*.
- 5.3 The *Consultant* shall:
- .1 perform *General Review* of the *Work* for *This Part of the Project*,
 - .2 be, in the first instance, the interpreter of the *Construction Contract* for *This Part of the Project*, and shall make written interpretations and findings that are impartial and consistent with the intent of the *Construction Documents*,
 - .3 have the authority to reject work for *This Part of the Project* that does not conform to the requirements of the *Construction Contract*,
 - .4 have the authority to require special inspection or testing of work for *This Part of the Project*, whether or not such work has been fabricated, installed or completed, and
 - .5 have the authority to order minor adjustments in the *Work* for *This Part of the Project* 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.
- 5.4 The *Consultant* shall assist the *Architect* in the evaluation of the *Constructor's* applications for payment and in the *Architect's* issuance of certificates for payment. The *Consultant's* recommendation to the *Architect* for the *Constructor's* entitlement to payment for the *Work* of *This Part of the Project* shall constitute a representation by the *Consultant*, based on the *Consultant's General Review* of the *Work* for *This Part of the Project* 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 *Consultant'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 recommended by the *Consultant*.
- 5.5 The *Consultant* shall not be responsible:
- .1 for, nor be responsible for 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 for, 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 for any and all matters arising from *Toxic or Hazardous Substances or Materials*,
 - .4 for information provided by product manufacturers, nor
 - .5 for providing *Services* that involve substantive modification of the *Construction Documents*, except as provided under GC 7.3 of the *Prime Contract* or except as *Additional Services*.

GC6 Refer to Prime Contract but amend to substitute "Consultant" for "Architect", and "Architect" for "Client" where each such term is used in GC6 of the Prime Contract.

GC7 Refer to Prime Contract but amend to substitute "Consultant" for "Architect", and "Architect" for "Client" where each such term is used in GC7 of the Prime Contract.

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GC8 Indemnification

8.1 Subject to GC 9 Limitations of Liability, the *Consultant* and the *Architect* 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 the *Services* by the *Consultant* or by those for whom the *Consultant* 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 *Architect* has or may have against the *Consultant* in any way arising out of, or related to, the *Consultant'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 *Consultant* shall not be liable, in contract or tort, for:

- .1 any alterations to the *Consultant's* design or to the *Construction Documents* made by the *Architect*, the *Client*, the *Constructor*, or other third parties without the *Consultant's* written approval,
- .2 acts, omissions, or errors of the *Architect*, the *Client*, *Other Consultants*, the *Constructor*, or other third parties retained by the *Architect* or the *Client*, or
- .3 for the result of any interpretation or finding of the *Consultant* rendered in good faith in accordance with the *Construction Documents*.

9.3 The liability of the *Consultant* and the *Architect* 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 *Consultant* 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 *Consultant* 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.

10.3 The *Consultant* shall require all *sub-consultants* engaged by the *Consultant* to carry professional liability insurance and general liability insurance.

10.4 Upon request, insurance policies of the *Consultant* and of *sub-consultants* engaged by the *Consultant* shall be available for the *Architect's* inspection.

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

GC11 Refer to Prime Contract but amend to substitute "Consultant" for "Architect", and "Architect" for "Client" where each such term is used in GC11 of the Prime Contract.

GC12 Payments to the Consultant

12.1 The *Consultant* shall invoice the *Architect* 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 If the *Client* does not pay the *Architect's* invoice in full for any reason, the *Architect* shall pay the *Consultant* that portion of the *Architect's* invoice to the *Client* as is allocable to the *Consultant* and for which the *Architect* has received payment from the *Client*.

12.3 If required by lien legislation applicable at the *Place of the Work*, the *Architect's* payments to the *Consultant* may be subject to statutory holdback.

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GC13 Percentage-Based Fee

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

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* for *This Part of the Work* at the time of the invoice,
- .2 after a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Cost Estimate* for *This Part of the Work* at the time of the invoice, and
- .3 after the *Construction Contract* is entered into, the fee shall be based on the *Construction Cost* for *This Part of the Work* 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 for *This Part of the Work*, 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 Refer to Prime Contract but amend to substitute "Consultant" for "Architect", and "Architect" for "Client" where each such term is used in GC14 of the Prime Contract.

GC15 Refer to Prime Contract but amend to substitute "Consultant" for "Architect", and "Architect" for "Client" where each such term is used in GC14 of the Prime Contract.

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Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.6	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration for <i>This Part of the Project</i> in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and fast track <i>Project</i> delivery.	
1.7	Multiple Phases - <i>Services</i> related to <i>This Part of the Project</i> in connection with multiple phased occupancies.	
1.8	Value Engineering Services – Continuously value engineer design of electrical systems.	
1.9	Life Cycle Cost Analysis Services –	
1.10	Enhanced Sustainable Design - Enhanced sustainable design <i>Services</i> to incorporate advanced levels of sustainable design.	
1.11	Sustainable Design Certification - <i>Services</i> to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	
1.12	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> , <i>Architect</i> and <i>Other Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures.	
2.2	Client Meetings - Attend meetings with <i>Client</i> , <i>Architect</i> , and <i>Other Consultants</i> , when relevant, to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts.	
2.3	Consultant Coordination Meetings - Attend regular <i>Consultant</i> coordination meetings with <i>Other Consultants</i> and, when relevant, with <i>Client</i> and <i>Architect</i> to review progress and coordinate efforts.	
2.4	Project Dossier - Maintain written records of information flow between <i>Architect</i> , <i>Consultant</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 electrical <i>Project</i> report, including key information flow between <i>Architect</i> , <i>Client</i> , <i>Consultant</i> , authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, proposed equipment, 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>Architect</i> and <i>Other Consultants</i> . Provide to <i>Architect</i> at: <ul 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 <i>Construction Documents</i> Phase is 50% complete, and 5. end of <i>Construction Documents</i> Phase. 	

Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.6	Coordination of <i>Sub-consultants</i> - Coordinate the services of each <i>sub-consultant</i> identified in the agreement with the electrical <i>Services</i> .	
2.7	Coordination of Multiple <i>Constructors</i> - Coordinate electrical <i>Work</i> of multiple <i>Constructors</i> , including contract administration for multiple <i>Construction Contracts</i> .	
2.8	Information Output – Provide, in a timely fashion, information required by the <i>Architect</i> and <i>Other Consultants</i> .	
2.9	Information Input – Produce a schedule identifying expected inputs from the <i>Architect</i> and <i>Other Consultants</i> during each phase of the <i>Services</i> .	
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the Client's CADD standards.	
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	
2.12	Coordination with Other Disciplines – Coordinate with structural, mechanical, civil (site services) disciplines and <i>Other Consultants</i> .	
2.13	Equipment Coordination – Coordinate with <i>Client</i> or <i>Client's</i> equipment consultant to accommodate equipment servicing requirements.	
2.14	Sustainable Design Collaboration – Collaborate with other disciplines to identify sustainable design strategies.	
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review statutes, regulations, codes and by-laws applicable to <i>This Part of the Project</i> , and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	
3.2	Consultations with Utilities Providers – Consult with public and other utilities providers.	
3.3	Letters of Assurance – Provide letters of assurance as and when required by authorities having jurisdiction.	

Schedule A – CONSULTING SERVICES
Electrical

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. Establish design parameters with the <i>Architect</i> and <i>Client</i> .	
4.2	Design Concepts - Participate in development of alternative design concepts for the electrical system.	
4.3	Establish Schedule of Deliverables -	
4.4	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> for <i>This Part of the Project</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> for <i>This Part of the Project</i> .	
4.5	Technical Investigation - Undertake technical investigations of existing electrical equipment, components and systems and advise on a range of possible actions.	
4.6	Building Condition Assessment - Undertake an electrical building condition assessment for a reserve fund study or similar type of report.	
4.7	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> for <i>This Part of the Project</i> .	
4.8	Investigate Existing Conditions - Visit the <i>Place of the Work</i> , review existing conditions and available information, and provide recommendations.	
4.9	Electrical Audit - Conduct electrical audit of existing building.	
4.10	Engage Sub-consultant -	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Architect</i> alternative electrical design approaches at outset of the schematic design concepts.	
5.2	Coordination of Concepts - Coordinate system design concepts with <i>Architect</i> .	
5.3	Schematic Design Report - Prepare a schematic design report for <i>This Part of the Project</i> incorporating, as appropriate: <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design compliance with regulatory requirements, 4. preliminary electrical systems descriptions 5. any <i>Project</i> schedule considerations for <i>This Part of the Project</i>, and 6. Class 'C' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. 	

Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.4	Electrical Floor Plans – Develop floor plans indicating: <ol style="list-style-type: none"> 1. main distribution runs, 2. preliminary shafts and risers, 3. location and basic layout of all major electrical equipment, 4. requirements for electrical rooms, closets, and other related spaces, and 5. preliminary equipment sizing and layouts for all major electrical spaces. 	
5.5	Specifications – Prepare outline specifications for <i>This Part of the Project</i> .	
5.6	Phasing and Staging - Develop phasing and staging plans for <i>This Part of the Project</i> .	
5.7	Samples - Source samples and other materials necessary to assist <i>Client</i> and <i>Architect</i> in making decisions on electrical design.	
5.8		
5.9	Room Data Sheets – Complete generic and common room datasheets.	
5.10	Standards – Develop or identify standards for all electrical systems included in <i>This Part of the Project</i> . <ol style="list-style-type: none"> 1. 	
5.11	Mock-Ups – Participate in the development of room and systems mock-ups.	
5.12	Vender Presentations – Arrange as required.	
5.13	Catalogue Cuts – Provide for electrical components and fixtures.	
5.14	Energy Budget – Prepare basic energy budget (statement of proposed operating and energy consumption per unit area of new/renovated area as applicable).	
5.15	Energy Modeling – Conduct energy modeling on various design options.	
5.16	Submit Schematic Design - Obtain the <i>Architect's</i> approval prior to proceeding to the Design Development Phase.	

This Contract May Only be Used for 2024 EPC Study Purposes

Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	Finalize Design – Finalize systems design with <i>Architect</i> and other disciplines, including major electrical components, equipment, spaces, and site servicing complete with connection and equipment locations.	
6.2	<p>Design Development Documents - Prepare an updated design development report for <i>This Part of the Project</i>, incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. electrical systems descriptions, 2. building envelope characteristics including U values, R values, shading coefficients, etc. 3. future electrical expansion strategy if applicable, 4. outline specifications indicating all proposed products and finishes, 5. Class 'B' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. <p>Describe any phasing and staging of the <i>Work</i>.</p>	
6.3	Electrical Floor Plans – Develop preliminary electrical floor plans.	
6.4	<p>Building Energy Study – Prepare a building energy study and energy budget including:</p> <ol style="list-style-type: none"> 1. summary of electrical systems costs and equipment choices, 2. electrical life cycle cost analysis. 	
6.5	Room Data Sheets – Complete electrical data sheets for all rooms.	
6.6	Mock-Ups – Participate in development of room and systems mock-ups.	
6.7	Submit Design Development Documents - Obtain the <i>Architect's</i> approval prior to proceeding to the <i>Construction Documents</i> Phase.	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	Drawings and Specifications - Prepare <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for <i>This Part of the Project</i> .	
7.2	<p>Update Construction Cost Estimate - Provide:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when they are fully completed. 	
7.3	Bidding Requirements for Alternative Prices – Identify requirements for any alternative prices related to <i>This Part of the Project</i> to be submitted with bids.	
7.4	Bidding Requirements for Unit Prices – Identify requirements for any unit prices to be submitted with bids.	

Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.5	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> for <i>This Part of the Project</i> .	
7.6	Submit Construction Documents - Submit <i>Construction Documents</i> for <i>This Part of the Project</i> for <i>Client</i> review at 50%, 75% and 100% completion.	
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist with Pre-qualification of Bidders - Prepare documentation related to prequalification of trade contractors for <i>This Part of the Project</i> and participate in evaluation of qualifications submissions.	
8.2	Pre-Bid Meetings - Attend pre-bid meetings for bidders.	
8.3	Bidding Inquiries – Consider questions related to <i>This Part of the Project</i> raised by bidders during the bid period.	
8.4	Addenda - Prepare and issue addenda for <i>This Part of the Project</i> during bid period and before award of <i>Construction Contract(s)</i> .	
8.5	Bid Review – Review and report on bids for <i>This Part of the Project</i> .	
8.6	Alternatives Review – Review and provide recommendations on alternatives.	
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Architect, Client, Constructor</i> and <i>Other Consultants</i> to establish project protocols, lines of communications and administrative procedures.	
9.2	Schedule - Review construction schedule with respect to <i>This Part of the Project</i> .	
9.3	Site Meetings - Attend all site meetings during construction of <i>This Part of the Project</i> .	
9.4	Update Construction Documents - Update and issue revised <i>Construction Documents</i> for <i>This Part of the Project</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	
9.5	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> and related to <i>This Part of the Project</i> .	
9.6	Requests for Information (RFIs) - Receive RFIs related to <i>This Part of the Project</i> and respond.	

Schedule A – CONSULTING SERVICES
Electrical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.21	Close-out Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals related to <i>This Part of the Project</i> and 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 – Assist the <i>Architect</i> in issuing certification for partial release of holdback related to <i>This Part of the Project</i> , as and when required by lien legislation applicable at the <i>Place of the Work</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 in <i>This Part of the Project</i> and notify the <i>Architect</i> in writing of items requiring attention by the <i>Constructor</i> .	

This Contract may only be used for
2024 ExAC study purposes

**Schedule A – CONSULTING SERVICES
Mechanical**

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. Inapplicable items should be designated as “N/A” or “C/A”. 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, Consultants, and contracts. In particular, the scope of the services under 1.1 should be edited to include the appropriate UniFormat functional elements, including lower UniFormat levels for the necessary degree of precision.

The *Services* that the mechanical engineering *Consultant* is responsible to provide under the contract for *This Part of the Project* are as described in this Schedule A – Consulting Services - Mechanical. Other services that are not applicable, or that the *Client* is responsible to provide, are so indicated in this Schedule A – Consulting Services - Mechanical.

The method(s) of fee determination applicable to the contract is as stated in Article A12 of the agreement. The following designations are used in the Service Provision and Basis of Fee column below 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 *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant nor the Architect*. If the item is subsequently determined to be required, it shall be an *Additional Service*.
- C/A** Indicates the service is required but will be the responsibility of the *Client* or the *Architect* and not the *Consultant*.

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	Mechanical Consulting Engineering Services - All <i>Services</i> related to mechanical systems and their controls including the following mechanical functional elements (UniFormat classifications): D20 Plumbing D30 Heating, Ventilation, and Air Conditioning D40 Fire Protection D80 Integrated Automation G30 Liquid and Gas Site Utilities If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing mechanical components and systems.	
1.2	Integrated Design - Participate in integrated design sessions.	
1.3	Research Mechanical Systems – Research various systems, models, and precedents.	
1.4	Cost Estimating Services –	

**Schedule A – CONSULTING SERVICES
Mechanical**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<p>Project Report - Prepare mechanical <i>Project</i> report, including key information flow between <i>Architect, Client, Consultant</i>, authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, proposed equipment, components and building systems, schedule, <i>Construction Budget, Construction Cost Estimate</i>, information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from <i>Architect and Other Consultants</i>. Provide to <i>Architect</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	Coordination of Sub-consultants - Coordinate the services of each <i>sub-consultant</i> identified in the agreement with the mechanical <i>Services</i> .	
2.7	Coordination of Multiple Constructors - Coordinate mechanical <i>Work</i> of multiple <i>Constructors</i> , including contract administration for multiple <i>Construction Contracts</i> .	
2.8	Information Output – Provide, in a timely fashion, information required by the <i>Architect</i> and <i>Other Consultants</i> .	
2.9	Information Input – Produce a schedule identifying expected inputs from the <i>Architect</i> and <i>Other Consultants</i> during each phase of the <i>Services</i> .	
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the Client's CADD standards.	
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	
2.12	Coordination with Other Disciplines – Coordinate with structural, electrical, civil (site services) disciplines and <i>Other Consultants</i> .	
2.13	Equipment Coordination – Coordinate with <i>Client</i> or <i>Client's</i> equipment consultant to accommodate equipment servicing requirements.	
2.13	Sustainable Design Collaboration – Collaborate with other disciplines to identify sustainable design strategies.	
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review statutes, regulations, codes and by-laws applicable to <i>This Part of the Project</i> , and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	
3.2	Consultations with Utilities Providers – Consult with public and other utilities providers.	

**Schedule A – CONSULTING SERVICES
Mechanical**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
3.3	Letters of Assurance – Provide letters of assurance as and when required by authorities having jurisdiction.	
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. Establish design parameters with the <i>Architect</i> and <i>Client</i> .	
4.2	Design Concepts - Participate in development of alternative design concepts for the mechanical system.	
4.3	Establish Schedule of Deliverables -	
4.4	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 for This Part of the Project</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget for This Part of the Project</i> .	
4.5	Technical Investigation - Undertake technical investigations of existing mechanical equipment, components and systems and advise on a range of possible actions.	
4.6	Building Condition Assessment - Undertake a mechanical building condition assessment for a reserve fund study or similar type of report.	
4.7	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate for This Part of the Project</i> .	
4.8	Investigate Existing Conditions - Visit the <i>Place of the Work</i> , review existing conditions and available information, and provide recommendations.	
4.9	Mechanical Audit - Conduct mechanical audit of existing building.	
4.10	Engage Sub-consultant -	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Architect</i> alternative mechanical design approaches at outset of the schematic design concepts.	
5.2	Coordination of Concepts - Coordinate system design concepts with <i>Architect</i> .	

**Schedule A – CONSULTING SERVICES
Mechanical**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.3	Schematic Design Report - Prepare a schematic design report for <i>This Part of the Project</i> incorporating, as appropriate: <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design compliance with regulatory requirements, 4. proposed mechanical building systems descriptions and reasons for selection, 5. any <i>Project</i> schedule considerations for <i>This Part of the Project</i>, and 6. Class 'C' <i>Construction Cost Estimate</i> for This Part of the Project. 	
5.4	Mechanical Floor Plans – Develop floor plans indicating: <ol style="list-style-type: none"> 1. main distribution runs, 2. preliminary shafts and risers, 3. location and basic layout of all major mechanical equipment, 4. requirements for mechanical rooms and other related spaces, and 5. preliminary equipment sizing and layouts for all major mechanical spaces. 	
5.5	Specifications – Prepare outline specifications for <i>This Part of the Project</i> .	
5.6	Phasing and Staging - Develop phasing and staging plans for <i>This Part of the Project</i> .	
5.7	Samples - Source samples and other materials necessary to assist <i>Client</i> and <i>Architect</i> in making decisions on mechanical systems design.	
5.8	Intake and Exhaust Louvers - Provide sizing estimates and locations.	
5.9	Room Data Sheets – Complete generic and common room datasheets.	
5.10	Standards – Develop or identify standards for building envelope design (U values, R values, shading coefficients desired) and for mechanical systems, equipment, and fixtures. <ol style="list-style-type: none"> 1. 	
5.11	Mock-Ups – Participate in the development of room and systems mock-ups.	
5.12	Vender Presentations – Arrange as required.	
5.13	Catalogue Cuts – Provide for plumbing components and fixtures.	
5.14	Energy Budget – Prepare basic energy budget (statement of proposed operating and energy consumption per unit area of new/renovated area as applicable).	
5.15	Energy Modeling – Conduct energy modeling on various design options.	
5.16	Submit Schematic Design - Obtain the <i>Architect's</i> approval prior to proceeding to the Design Development Phase.	

Schedule A – CONSULTING SERVICES
Mechanical

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	Finalize Design – Finalize mechanical systems design with <i>Architect</i> and other disciplines, including major mechanical components and spaces, site servicing complete with connection locations and inverts to building, equipment locations, above and below grade vaults, etc.	
6.2	<p>Design Development Documents -</p> <p>Prepare an updated design development report for <i>This Part of the Project</i>, incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. mechanical systems descriptions including criteria for systems selection, 2. building envelope characteristics including U values, R values, shading coefficients, etc. 3. future mechanical expansion strategy if applicable, 4. outline specifications indicating all proposed products and finishes, 5. Class 'B' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. <p>Describe any phasing and staging of the <i>Work</i></p>	
6.3	<ol style="list-style-type: none"> 1. Mechanical Floor Plans – Develop floor plans indicating all mechanical systems, equipment, and fixtures, including preliminary reflected ceiling plans indicating diffusers and other mechanical devices. 	
6.4	<p>Building Energy Study – Prepare a building energy study and energy budget including:</p> <ol style="list-style-type: none"> 1. summary of systems costs and equipment choices, 2. proposals for heat reclamation systems where appropriate, 3. life cycle cost analysis. 	
6.5	Room Data Sheets – Complete mechanical data sheets for all rooms.	
6.6	Mock-Ups – Participate in development of room and systems mock-ups.	
6.7	Submit Design Development Documents - Obtain the <i>Architect's</i> approval prior to proceeding to the <i>Construction Documents</i> Phase.	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	Drawings and Specifications - Prepare <i>Construction Documents</i> consisting of mechanical drawings and specifications setting forth in detail the requirements for <i>This Part of the Project</i> .	
7.2	<p>Update Construction Cost Estimate - Provide:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when they are fully completed. 	
7.3	Bidding Requirements for Alternative Prices – Identify requirements for any alternative prices related to <i>This Part of the Project</i> to be submitted with bids.	

**Schedule A – CONSULTING SERVICES
Mechanical**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.4	Bidding Requirements for Unit Prices – Identify requirements for any unit prices to be submitted with bids.	
7.5	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> for <i>This Part of the Project</i> .	
7.6	Submit Construction Documents - Submit <i>Construction Documents</i> for <i>This Part of the Project</i> for <i>Client</i> review at 50%, 75% and 100% completion.	
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist with Pre-qualification of Bidders - Prepare documentation related to prequalification of trade contractors for <i>This Part of the Project</i> and participate in evaluation of qualifications submissions.	
8.2	Pre-Bid Meetings - Attend pre-bid meetings for bidders.	
8.3	Bidding Inquiries – Consider questions related to <i>This Part of the Project</i> raised by bidders during the bid period.	
8.4	Addenda - Prepare and issue addenda for <i>This Part of the Project</i> during bid period and before award of <i>Construction Contract(s)</i> .	
8.5	Bid Review – Review and report on bids for <i>This Part of the Project</i> .	
8.6	Alternatives Review – Review and provide recommendations on alternatives.	
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Architect, Client, Constructor</i> and <i>Other Consultants</i> to establish project protocols, lines of communications and administrative procedures.	
9.2	Schedule - Review construction schedule with respect to <i>This Part of the Project</i> .	
9.3	Site Meetings - Attend all site meetings during construction of <i>This Part of the Project</i> .	
9.4	Update Construction Documents - Update and issue revised <i>Construction Documents</i> for <i>This Part of the Project</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	
9.5	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> and related to <i>This Part of the Project</i> .	

**Schedule A – CONSULTING SERVICES
Mechanical**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.20	Record Drawings - Prepare record mechanical 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 related to <i>This Part of the Project</i> and 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 – Assist the <i>Architect</i> in issuing certification for partial release of holdback related to <i>This Part of the Project</i> , as and when required by lien legislation applicable at the <i>Place of the Work</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 in <i>This Part of the Project</i> and notify the <i>Architect</i> in writing of items requiring attention by the <i>Constructor</i> .	

This Contract may only be used for 2024 EXAC study purposes

Editing Note: This Schedule is intended to be used for specialist consulting services other than structural, mechanical, or electrical. It 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. Inapplicable items should be designated as “N/A” or “C/A”. The headings and descriptive language provided are intended to be generally appropriate for most required specialist services but should be reviewed and edited for appropriateness to the needs of individual Architects, Consultants, and contracts. In particular, the scope of the services under 1.1 should be edited to include the appropriate UniFormat functional elements at the level required for the necessary degree of precision.

The Services that the [] Consultant is responsible to provide under the contract for *This Part of the Project* are as described in this Schedule A – Consulting Services – []. Other services that are not applicable, or that the Client is responsible to provide, are so indicated in this Schedule A – Consulting 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 in the Service Provision and Basis of Fee column below 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 *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant nor the Architect*. If the item is subsequently determined to be required, it shall be an *Additional Service*.
- C/A** Indicates the service is required but will be the responsibility of the *Client* or the *Architect* and not the *Consultant*.

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	[] Consulting Services - All <i>Services</i> related to [] including the following functional elements (UniFormat classifications): []. [].	
1.2	Integrated Design - Participate in integrated design sessions.	
1.3	Research [] Systems – Research various systems, models, and precedents.	
1.4	Cost Estimating Services –	
1.5	[] Sub-consulting Services –	
1.6	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration for <i>This Part of the Project</i> in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and fast track <i>Project</i> delivery.	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.7	Multiple Phases - <i>Services</i> related to <i>This Part of the Project</i> in connection with multiple phased occupancies.	
1.8	Value Engineering Services –	
1.9	Life Cycle Cost Analysis Services –	
1.10	Enhanced Sustainable Design - Enhanced sustainable design <i>Services</i> to incorporate advanced levels of sustainable design.	
1.11	Sustainable Design Certification - <i>Services</i> to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	
1.12	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, Architect</i> and <i>Other Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures.	
2.2	Client Meetings - Attend meetings with <i>Client, Architect</i> , and <i>Other Consultants</i> , when relevant, to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts.	
2.3	Consultant Coordination Meetings - Attend regular <i>Consultant</i> coordination meetings with <i>Other Consultants</i> and, when relevant, with <i>Client</i> and <i>Architect</i> to review progress and coordinate efforts.	
2.4	Project Dossier - Maintain written records of information flow between <i>Architect, Consultant</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 a <i>Project</i> report for <i>This Part of the Project</i> , including key information flow between <i>Architect, Client, Consultant</i> , authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, schedule, <i>Construction Budget, Construction Cost Estimate</i> , information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from <i>Architect and Other Consultants</i> . Provide to <i>Architect</i> at: <ol style="list-style-type: none"> 1. end of Pre-Design Phase, 2. end of Schematic Design Phase, 3. end of Design Development Phase, 4. when <i>Construction Documents</i> Phase is 50% complete, and 5. end of <i>Construction Documents</i> Phase. 	
2.6	Coordination of Sub-consultants - Coordinate the services of each <i>sub-consultant</i> identified in the agreement with the <i>Services</i> for <i>This Part of the Project</i> .	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.7	Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i> for <i>This Part of the Project</i> , including contract administration for multiple <i>Construction Contracts</i> .	
2.8	Information Output – Provide, in a timely fashion, information required by the <i>Architect</i> and <i>Other Consultants</i> .	
2.9	Information Input – Produce a schedule identifying expected inputs from the <i>Architect</i> and <i>Other Consultants</i> during each phase of the <i>Services</i> .	
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the Client’s CADD standards.	
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	
2.12	Coordination with Other Disciplines – Coordinate with structural, mechanical, electrical, civil (site services) disciplines and <i>Other Consultants</i> .	
2.13	Equipment Coordination – Coordinate with <i>Client</i> or <i>Client’s</i> equipment consultant to accommodate equipment servicing requirements.	
2.13	Sustainable Design Collaboration – Collaborate with other disciplines to identify sustainable design strategies.	
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review statutes, regulations, codes and by-laws applicable to <i>This Part of the Project</i> , and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	
3.2	Letters of Assurance – Provide letters of assurance as and when required by authorities having jurisdiction.	
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. Establish design parameters with the <i>Architect</i> and <i>Client</i> .	
4.2	Design Concepts - Participate in development of alternative design concepts for the [].	
4.3	Establish Schedule of Deliverables -	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.4	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 for This Part of the Project</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget for This Part of the Project</i> .	
4.5	Technical Investigation - Undertake technical investigations of existing [] and advise on a range of possible actions.	
4.6	Building Condition Assessment - Undertake a [] condition assessment for a reserve fund study or similar type of report.	
4.7	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate for This Part of the Project</i> .	
4.8	Investigate Existing Conditions - Visit the <i>Place of the Work</i> , review existing conditions and available information, and provide recommendations.	
4.9	Audit - Conduct [] audit of existing building.	
4.10	Engage Sub-consultant -	
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Architect</i> alternative [] design approaches at outset of the schematic design concepts.	
5.2	Coordination of Concepts - Coordinate system design concepts with <i>Architect</i> .	
5.3	Schematic Design Report - Prepare a schematic design report for <i>This Part of the Project</i> incorporating, as appropriate: 1. design approach or philosophy, 2. site data, 3. design compliance with regulatory requirements, 4. proposed [] design, 5. any <i>Project</i> schedule considerations for <i>This Part of the Project</i> , and 6. Class 'C' <i>Construction Cost Estimate</i> for This Part of the Project.	
5.4	Floor Plans – Develop floor plans indicating [].	
5.5	Specifications – Prepare outline specifications for <i>This Part of the Project</i> .	
5.6	Phasing and Staging - Develop phasing and staging plans for this <i>This Part of the Project</i> .	
5.7	Samples - Source samples and other materials necessary to assist <i>Client</i> and <i>Architect</i> in making decisions on [] design.	
5.8	Mock-Ups – Participate in the development of mock-ups.	
5.9	Vender Presentations – Arrange as required.	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.10	Catalogue Cuts – Provide for [].	
5.11	Submit Schematic Design - Obtain the <i>Architect's</i> approval prior to proceeding to the Design Development Phase.	
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	Finalize Design – Finalize design with <i>Architect</i> and other disciplines, including [].	
6.2	<p>Design Development Documents - Prepare an updated design development report for <i>This Part of the Project</i>, incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. [] description, 2. outline specifications indicating all proposed products and finishes, 3. Class 'B' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. <p>Describe any phasing and staging of the <i>Work</i>.</p>	
6.3	Drawings – Develop drawings indicating [].	
6.4	Mock-Ups – Participate in development of mock-ups.	
6.5	Submit Design Development Documents - Obtain the <i>Architect's</i> approval prior to proceeding to the <i>Construction Documents</i> Phase.	
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	Drawings and Specifications - Prepare <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for <i>This Part of the Project</i> and including [].	
7.2	<p>Update Construction Cost Estimate - Provide:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when they are fully completed. 	
7.3	Bidding Requirements for Alternative Prices – Identify requirements for any alternative prices related to <i>This Part of the Project</i> to be submitted with bids.	
7.4	Bidding Requirements for Unit Prices – Identify requirements for any unit prices to be submitted with bids.	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.5	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> for <i>This Part of the Project</i> .	
7.6	Submit Construction Documents - Submit <i>Construction Documents</i> for <i>This Part of the Project</i> for <i>Client</i> review at 50%, 75% and 100% completion.	
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist with Pre-qualification of Bidders - Prepare documentation related to prequalification of trade contractors for <i>This Part of the Project</i> and participate in evaluation of qualifications submissions.	
8.2	Pre-Bid Meetings - Attend pre-bid meetings for bidders.	
8.3	Bidding Inquiries – Consider questions related to <i>This Part of the Project</i> raised by bidders during the bid period.	
8.4	Addenda - Prepare and issue addenda for <i>This Part of the Project</i> during bid period and before award of <i>Construction Contract(s)</i> .	
8.5	Bid Review – Review and report on bids for <i>This Part of the Project</i> .	
8.6	Alternatives Review – Review and provide recommendations on alternatives.	
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Architect, Client, Constructor</i> and <i>Other Consultants</i> to establish project protocols, lines of communications and administrative procedures.	
9.2	Schedule - Review construction schedule with respect to <i>This Part of the Project</i> .	
9.3	Site Meetings - Attend all site meetings during construction of <i>This Part of the Project</i> .	
9.4	Update Construction Documents - Update and issue revised <i>Construction Documents</i> for <i>This Part of the Project</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	
9.5	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> and related to <i>This Part of the Project</i> .	
9.6	Requests for Information (RFIs) - Receive RFIs related to <i>This Part of the Project</i> and respond.	

Schedule A – CONSULTING SERVICES

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.21	Close-out Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals related to <i>This Part of the Project</i> and 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 – Assist the <i>Architect</i> in issuing certification for partial release of holdback related to <i>This Part of the Project</i> , as and when required by lien legislation applicable at the <i>Place of the Work</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 in <i>This Part of the Project</i> and notify the <i>Architect</i> in writing of items requiring attention by the <i>Constructor</i> .	

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Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.6	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration for <i>This Part of the Project</i> in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and fast track <i>Project</i> delivery.	
1.7	Multiple Phases - <i>Services</i> related to <i>This Part of the Project</i> in connection with multiple phased occupancies.	
1.8	Value Engineering Services – Continuously value engineer design of structural systems.	
1.9	Life Cycle Cost Analysis Services –	
1.10	Enhanced Sustainable Design - Enhanced sustainable design <i>Services</i> to incorporate advanced levels of sustainable design.	
1.11	Sustainable Design Certification - <i>Services</i> to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	
1.12	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> , <i>Architect</i> and <i>Other Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures.	
2.2	Client Meetings - Attend meetings with <i>Client</i> , <i>Architect</i> , and <i>Other Consultants</i> , when relevant, to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts.	
2.3	Consultant Coordination Meetings - Attend regular <i>Consultant</i> coordination meetings with <i>Other Consultants</i> and, when relevant, with <i>Client</i> and <i>Architect</i> to review progress and coordinate efforts.	
2.4	Project Dossier - Maintain written records of information flow between <i>Architect</i> , <i>Consultant</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 structural <i>Project</i> report, including key information flow between <i>Architect</i> , <i>Client</i> , <i>Consultant</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>Architect</i> and <i>Other Consultants</i> . Provide to <i>Architect</i> at: <ul 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 <i>Construction Documents</i> Phase is 50% complete, and 5. end of <i>Construction Documents</i> Phase. 	

Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.6	Coordination of Sub-consultants - Coordinate the services of each <i>sub-consultant</i> identified in the agreement with the structural <i>Services</i> .	
2.7	Coordination of Multiple Constructors - Coordinate structural <i>Work</i> of multiple <i>Constructors</i> , including contract administration for multiple <i>Construction Contracts</i> .	
2.8	Information Output – Provide, in a timely fashion, information required by the <i>Architect</i> and <i>Other Consultants</i> .	
2.9	Information Input – Produce a schedule identifying expected inputs from the <i>Architect</i> and <i>Other Consultants</i> during each phase of the <i>Services</i> .	
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the Client's CADD standards.	
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	
2.12	Coordination with Other Disciplines – Coordinate with mechanical and electrical disciplines and <i>Other Consultants</i> to accommodate equipment loads.	
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review statutes, regulations, codes and by-laws applicable to <i>This Part of the Project</i> , and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	
3.2	Letters of Assurance – Provide letters of assurance as and when required by authorities having jurisdiction.	
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. Establish design parameters with the <i>Architect</i> and <i>Client</i> .	
4.2	Design Concepts - Participate in development of alternative design concepts for the structural system.	
4.3	Establish Schedule of Deliverables -	
4.4	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> for <i>This Part of the Project</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> for <i>This Part of the Project</i> .	

Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.5	Technical Investigation - Undertake technical investigations of existing structural materials, components and systems and advise on a range of possible actions.	
4.6	Building Condition Assessment - Undertake a structural building condition assessment for a reserve fund study or similar type of report.	
4.7	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate for This Part of the Project</i> .	
4.8	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site. Review geotechnical reports, topographical data and other data and provide recommendations.	
4.9	Structural Audit - Conduct structural audit of existing building.	
4.10	Engage Geotechnical Sub-consultant - Engage a geotechnical <i>sub-consultant</i> to provide a geotechnical or soils investigation report and advice.	
4.11	Assist Client Regarding Geotechnical Information Required – Coordinate with geotechnical and <i>Other Consultants</i> as to identification of information required from the report.	
4.12		
4.13		
4.14		
4.15		
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Architect</i> alternative structural design approaches at outset of the schematic design concepts.	
5.2	Coordination of Concepts - Coordinate with <i>Architect</i> to develop concepts for significant visually apparent structures.	
5.3	Schematic Design Documents - Prepare a schematic design report for <i>This Part of the Project</i> incorporating, as appropriate: <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design compliance with regulatory requirements, 4. structural building systems descriptions, calculations, and design assumptions, 5. finalized structural design concept, 6. any <i>Project</i> schedule considerations for <i>This Part of the Project</i>, and 7. Class 'C' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. 	
5.4	Floor Plans – Develop preliminary structural floor plans indicating structural bay sizes, approximate sizes of major structural columns and beams, and location of major load bearing walls.	
5.5	Specifications – Prepare outline specifications for <i>This Part of the Project</i> .	
5.6	Phasing and Staging - Develop phasing and staging plans for <i>This Part of the Project</i> .	

Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.7	Samples - Source sample finishes for exposed structural components.	
5.7	Submit Schematic Design - Obtain the <i>Architect's</i> approval prior to proceeding to the Design Development Phase.	
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	<p>Design Development Documents -</p> <p>Prepare an updated design development report for <i>This Part of the Project</i>, incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. structural systems descriptions, 4. outline specifications, 5. Class 'B' <i>Construction Cost Estimate</i> for <i>This Part of the Project</i>. <p>Describe:</p> <ol style="list-style-type: none"> 1. any phasing and staging of the <i>Work</i>, 2. design criteria for all vertical and horizontal loads and lateral load resisting systems. 3. 	
6.2	<p>Coordination - Coordinate structural elements, sizes, and locations with the <i>Architect</i>. Refine visually significant structural elements with <i>Architect</i>.</p> <ol style="list-style-type: none"> 1. Review civil engineering design for site and other requirements that might impact building structure. 2. Review design and loads from mechanical and electrical equipment, above or below grade, incorporate requirements into structural design, and coordinate placement. 3. 	
6.3	Submit Design Development Documents - Obtain the <i>Architect's</i> approval prior to proceeding to the <i>Construction Documents</i> Phase.	

Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	1. Drawings and Specifications - Prepare <i>Construction Documents</i> consisting of structural drawings and specifications setting forth in detail the requirements for <i>This Part of the Project</i> .	
7.2	Update Construction Cost Estimate - Provide: 1. an updated Class "B" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> for <i>This Part of the Project</i> when they are fully completed.	
7.3	Bidding Requirements for Alternative Prices – Identify requirements for any alternative prices related to <i>This Part of the Project</i> to be submitted with bids.	
7.4	Bidding Requirements for Unit Prices – Identify requirements for any unit prices to be submitted with bids.	
7.5	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> for <i>This Part of the Project</i> .	
7.6	Submit Construction Documents - Submit <i>Construction Documents</i> for <i>This Part of the Project</i> for <i>Client</i> review at 50%, 75% and 100% completion and including required information as indicated below.	
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist with Pre-qualification of Bidders - Prepare documentation related to prequalification of trade contractors for <i>This Part of the Project</i> and participate in evaluation of qualifications submissions.	
8.2	Pre-Bid Meetings - Attend pre-bid meetings for bidders.	
8.3	Bidding Inquiries – Consider questions related to <i>This Part of the Project</i> raised by bidders during the bid period.	
8.4	Addenda - Prepare and issue addenda for <i>This Part of the Project</i> during bid period and before award of <i>Construction Contract(s)</i> .	
8.5	Bid Review – Review and report on bids for <i>This Part of the Project</i> .	
8.6	Alternatives Review – Review and provide recommendations on alternatives.	

**Schedule A – CONSULTING SERVICES
Structural**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Architect, Client, Constructor</i> and <i>Other Consultants</i> to establish project protocols, lines of communications and administrative procedures.	
9.2	Schedule - Review construction schedule with respect to <i>This Part of the Project</i> .	
9.3	Site Meetings - Attend all site meetings during construction of <i>This Part of the Project</i> .	
9.4	Update Construction Documents - Update and issue revised <i>Construction Documents</i> for <i>This Part of the Project</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	
9.5	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> and related to <i>This Part of the Project</i> .	
9.6	Requests for Information (RFIs) - Receive RFIs related to <i>This Part of the Project</i> and respond.	
9.7	Supplemental Instructions - Prepare supplemental instructions as required for clarification of the requirements of the <i>Construction Documents</i> for <i>This Part of the Project</i> .	
9.8	Contemplated Change Notices, Change Orders and Change Directives - Prepare contemplated change notices related to <i>This Part of the Project</i> , with required drawings and specifications, evaluate <i>Constructor's</i> proposals, and prepare change directives and change orders.	
9.9	General Review - Provide <i>General Review</i> of <i>This Part of the Project</i> at intervals required by the definition of <i>General Review</i> in the contract.	
9.10	Additional General Review - Provide additional <i>General Review</i> of <i>This Part of the Project</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: [].	
9.11	Additional Off-Site General Review of Manufactured Products – Provide additional <i>General Review</i> of major structural 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: [].	
9.12	Inspection and Testing Services – Provide assistance in having inspection and testing companies perform services as required by the <i>Construction Contract</i> for <i>This Part of the Project</i> , receive and review their reports and report to <i>Architect</i> . Participate in and review all testing and inspection requested by the <i>Architect</i> .	
9.13	Enhanced Inspection and Testing Service - Provide assistance related to the inspection and testing of mock-ups, including witnessing testing for <i>This Part of the Project</i> .	
9.14	Constructor's Proposed Substitutions – Evaluate substitutions proposed by the <i>Constructor</i> related to <i>This Part of the Project</i> and make any resulting necessary revisions to the <i>Construction Documents</i> .	
9.15	Services Necessitated By Default of Client or Constructor – Provide <i>Services</i> 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> for <i>This Part of the Project</i> .	

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Schedule A – CONSULTING SERVICES
Structural

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.16	Services Related to Replacement of Damaged Work – Provide consultation concerning replacement of <i>This Part of the Project</i> damaged by fire or other cause during construction and provide <i>Services</i> 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 related to <i>This Part of the Project</i> .	
9.18	Payment Certification - Receive and assess the <i>Constructor's</i> applications for payment and determine amounts payable for <i>This Part of the Project</i> 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> related to <i>This Part of the Project</i> . Identify incomplete <i>Work</i> and defects and deficiencies in <i>This Part of the Project</i> . Report in writing to the <i>Architect</i> .	
9.20	Record Drawings - Prepare record structural 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 related to <i>This Part of the Project</i> and required by the <i>Construction Contract</i> .	
9.22	Lien Legislation Certification – Assist the <i>Architect</i> in issuing certification for partial release of holdback related to <i>This Part of the Project</i> , as and when required by lien legislation applicable at the <i>Place of the Work</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 in <i>This Part of the Project</i> and notify the <i>Architect</i> in writing of items requiring attention by the <i>Constructor</i> .	

Schedule B - REIMBURSABLE EXPENSES

The *Architect* shall pay to the *Consultant Reimbursable Expenses* on the basis described in this Schedule B - REIMBURSABLE EXPENSES. Probable costs, where indicated, are the *Consultant'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 *Consultant* 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 *Architect* to the *Consultant* 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 *Architect* to the *Consultant* 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 *Architect* to the *Consultant* 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 *Architect* to the *Consultant* as a pre-determined percentage of the *Consultant'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 *Architect* to the *Consultant*. They are deemed to be included in the *Consultant's* fee for *Services*.
- N/A** N/A (or an item left blank) indicates that, on the date the agreement is made, it is anticipated that these *Reimbursable Expense* items will not be incurred.

ITEM	REIMBURSABLE EXPENSE	BASIS OF PAYMENT	PROBABLE COST
1	General reproduction graphic services including: 1. Small format (ledger sized sheet or smaller) colour or black and white photocopying of original hard copies or printing of digital files. 2. Large format (greater than ledger sized sheet) colour or black and white photocopying of original hard copies or printing of digital files. 3. Scanning original hard copies to create digital files. 4. Printing and binding of reports and specifications. 5. Printing and binding of construction drawings.		
2	Special reproduction graphic services including: 1. High-quality colour or black and white printing of digital files. 2. Mounting or framing of prints. 3. Production of marketing or presentation materials.		
3	Delivery costs including: 1. Couriers 2. Registered or express mail 3. Postage		
4	Local transportation including: 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>Consultant</i> and <i>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
2024 ExAC study purposes

