



Canadian Standard Form of Contract for Architectural Services

DOCUMENT SIX

2018 Edition

ADAPTED FOR:

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The Royal
Architectural Institute
of Canada

Canadian Standard Form of Contract for Architectural Services

Document Six

2018 Edition

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

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

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

The Royal Architectural Institute of Canada

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Canadian Standard Form of Contract for Architect's Services

DOCUMENT SIX

2018 Edition

Agreement

A1 This agreement is made on:

(Date)

A2 between the *Client*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A3 and the *Architect*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A4 for the following *Project*:

A5 at the following *Place of the Work*:

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

A7 The *Construction Budget* is: \$ _____

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

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

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

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

.2 by the *Client*:

A12 The fee for the *Services*, excluding any *Value Added Taxes*, shall be comprised of one or more of the following as indicated in Schedule A - Services:

- .1 A fixed fee of \$_____.
- .2 A percentage-based fee calculated as _____% of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost* as described in GC 13 – Percentage-Based Fee.
- .3 A fee based on time-based rates for personnel employed by the *Architect* or the *Architect's Consultants* as stated in Schedule C – Time Based Rates.
- .4 Other:

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

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

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

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

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

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

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

A19 If, at any time during provision of the *Services*, the *Construction Cost Estimate* or the lowest compliant bid or the lowest negotiated proposal exceeds the *Construction Budget*, and the excess is less than or more than 15% as the case may be, the provisions of GC 4.4, or GC 4.5 and 4.6, shall apply. Alternatively, if the *Architect* and the *Client* wish to agree to a percentage other than 15%, that percentage shall be ____%.

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

OR (Strike out either A20 or A21.)

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

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

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

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

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

Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

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Definitions

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

Additional Services

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

Architect

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

Client

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

Construction Budget

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

Construction Contract

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

Construction Cost

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

Construction Cost Estimate

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

Construction Documents

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

Constructor

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

Consultant

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

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General Review

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

Instruments of Service

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

Place of the Work

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

Project

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

Ready-for-Takeover

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

Reimbursable Expenses

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

Services

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

Toxic or Hazardous Substances or Materials

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

Value Added Taxes

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

Work

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

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General Conditions

GC0 Preamble

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

GC1 Architect's Responsibilities and Scope of Services

- 1.1 The *Architect* shall:
 - .1 perform those *Services* identified as the *Architect's* responsibilities in Schedule A – *Services*,
 - .2 perform the *Services* with professional skill and care, consistent with the orderly progress of the *Services* and the *Work*,
 - .3 authorize, in writing, a person to act on the *Architect's* behalf (in the absence of such authorization, the signatory on the agreement is deemed to be the *Architect's* authorized representative),
 - .4 utilize key personnel where so identified and request the *Client's* approval of any change to key personnel, which approval shall not unreasonably be withheld,
 - .5 engage those *Consultants* identified in Article A11.1 of the agreement under contracts that incorporate applicable terms and conditions of this contract,
 - .6 request the *Client's* approval of any change to those *Consultants* identified in Article A11.1 of the agreement, which approval shall not be unreasonably withheld,
 - .7 advise the *Client* in the interest of the *Project*,
 - .8 advise the *Client* of the need to engage *Consultants* or other third parties when necessary,
 - .9 perform the *Services* of the coordinating professional who:
 - .1 manages the communications among all *Consultants* identified in Article A11 of the agreement and with the *Client*,
 - .2 provides direction to all *Consultants* identified in Article A11 of the agreement as necessary to give effect to all design decisions, and
 - .3 reviews the services of all *Consultants* identified in Article A11 of the agreement to identify matters of concern and monitor *Consultants'* compliance with directions,
 - .10 maintain appropriate administrative, financial, and other *Project* related records, including records of *Reimbursable Expenses* and any *Services* for which the fee is based on hourly rates, and make these records available to the *Client* for review upon request, and
 - .11 perform the *Services* with impartiality and, except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any commission, discount, payment, gift, or other benefit that would compromise the *Architect's* professional judgment or that would cause, or would appear to cause, a conflict of interest.

GC2 Additional Services

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

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- .1 changes to the *Client's* program of requirements,
 - .2 changes to the *Project* size, scope, quality, or complexity,
 - .3 changes to the *Client's Construction Budget*,
 - .4 changes to the *Client's* schedule, including the anticipated dates for construction as stated in Article A8 of the agreement,
 - .5 changes to the project delivery method or the form of *Construction Contract* as stated in Article A9 of the agreement,
 - .6 *Client* instructions that are inconsistent with instructions or written approvals previously given by the *Client*,
 - .7 the *Client's* failure to render decisions in a timely manner,
 - .8 the enactment of new or revised statutes, regulations, codes, or by-laws,
 - .9 information provided by the *Client*, *Consultants*, or other third parties engaged by the *Client* that differs materially from actual conditions,
 - .10 interpretations by authorities having jurisdiction that differ from the *Architect's* interpretations of statutes, regulations, codes or by-laws, which differences the *Architect* could not have reasonably anticipated,
 - .11 acceptance of *Constructor* proposed substitutions that require revisions to the *Construction Documents*,
 - .12 an unreasonable number or complexity of *Constructor* claims, requests for information (RFIs) or proposed substitutions,
 - .13 replacement of work damaged or destroyed during construction by fire, flood, or other cause,
 - .14 major defects or deficiencies in the *Work* or default by either the *Client* or the *Constructor* under a *Construction Contract*, and
 - .15 dispute resolution proceedings arising out of the *Construction Contract*.
- 2.3 The *Architect* shall only perform *Additional Services* with the prior written agreement of the *Client* and the *Architect*.
- GC3 Client's Responsibilities**
- 3.1 The *Client's* responsibilities shall include those items identified as *Client* responsibilities in Schedule A – Services.
- 3.2 The *Client* shall provide to the *Architect* the *Project* objectives, constraints, criteria and the following information, as applicable:
- .1 Legal description and surveys describing physical characteristics, legal limitations and utility locations for the *Place of the Work* and adjoining properties showing, as applicable, grades and lines of streets, alleys, pavements and structures, adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, site boundaries and contours, locations and dimensions of existing buildings, other improvements, trees, and information concerning utility services, both public and private, above and below grade, including inverts and depths.
 - .2 Subsurface investigation reports including test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with appropriate professional recommendations.
 - .3 Air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical and other laboratory and environmental tests, inspections, field tests and reports with appropriate professional recommendations.
 - .4 All available information on existing buildings, including investigation or condition reports, facility management drawings, and original drawings and specifications, via electronic media where possible and with the permission of copyright holders for the use of such information.
- 3.3 The *Architect* shall be entitled to rely upon the accuracy and completeness of all information provided by the *Client*, *Consultants*, or other third parties engaged by the *Client*.
- 3.4 The *Client* shall:
- .1 authorize in writing a person to act on the *Client's* behalf and shall define that person's scope of authority as necessary (in the absence of such authorization, the signatory on the agreement is deemed to be the *Client's* authorized representative),
 - .2 engage the *Consultants* identified in Article A11.2 of the agreement,

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

GC4 Construction Budget, Construction Cost Estimate and Construction Cost

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

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

GC5 Architect's Role and Authority During Construction

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

GC6 Use of Documents

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

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- 6.5 Any alterations to or unauthorized use of the *Instruments of Service* shall be at the *Client's* sole risk. Moreover, the *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including legal costs) associated with such alterations or unauthorized use. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any alterations or unauthorized use.
- 6.6 If building information modelling (BIM) will be used for the *Project*, and the standard BIM Contract Appendix published by the Institute for BIM in Canada (IBC) is appended to this contract, copyright for the model and model elements shall be as set out in the BIM Contract Appendix.
- 6.7 This GC6 shall survive suspension, termination, or completion of this contract.
- GC7 Standard of Care**
- 7.1 The *Architect* and the *Consultants* engaged by the *Architect* shall perform the *Services* to the standard of care ordinarily exercised by other members of their professions under similar circumstances, at the same time and in the same or similar locale.
- 7.2 The *Client* acknowledges that the standard of care prescribed in GC 7.1 does not require perfection.
- 7.3 The *Architect* and the *Client* shall promptly notify the other in writing upon discovery of any matters that require clarification or amendment of the *Instruments of Service* prepared by the *Architect* or a *Consultant* engaged by the *Architect*. The *Architect* shall provide the necessary *Services* to remedy or clarify such matters arising in the *Instruments of Service*. Such amendments shall be carried out on a without prejudice basis in a timely fashion so as to minimize disruption to the *Project*.
- 7.4 If the *Client* considers any matter to be a negligent error or omission of the *Architect* or of a *Consultant* engaged by the *Architect*, the *Client* shall promptly notify the *Architect* in writing accordingly. The *Architect* shall thereupon take the necessary steps to advise any *Consultant* so impacted, and to preserve its coverage under any professional liability insurance policy that may apply.
- GC8 Indemnification**
- 8.1 Subject to GC 9 Limitations of Liability, the *Architect* and the *Client* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party, provided such claims are attributable to:
- .1 negligent performance of professional *Services* by the *Architect* or by those for whom the *Architect* is responsible in law, or
 - .2 a breach of this contract by the party from whom indemnification is sought.
- 8.2 This GC 8 shall survive suspension, termination or completion of this contract.
- GC9 Limitations of Liability**
- 9.1 Any and all claims, whether in contract or tort, which the *Client* has or may have against the *Architect* in any way arising out of, or related to, the *Architect's* duties and responsibilities, including those arising from GC 8 Indemnification, shall be limited in amount to the lesser of:
- .1 the amount of insurance coverage provided under Article A20 or A21 of the agreement that is available at the time the claim is made, or
 - .2 the amount stated in Article A22 of the agreement.
- 9.2 The *Architect* shall not be liable, in contract or tort, for:
- .1 any alterations to the *Architect's* design or to the *Construction Documents* made by the *Client*, the *Constructor*, or other third parties without the *Architect's* written approval,
 - .2 acts, omissions, or errors of the *Client*, of *Consultants* or other third parties retained by the *Client*, or of the *Constructor*, nor
 - .3 the result of any interpretation or finding of the *Architect* rendered in good faith in accordance with the *Construction Documents*.
- 9.3 The liability of the *Architect* and the *Client* with respect to any claims against each other, in contract or in tort, shall be limited to direct damages only and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party.
- GC10 Insurance**
- 10.1 Unless the *Client* arranges and pays for project specific professional liability insurance as stated in Article A21 of the agreement, the *Architect* shall carry professional liability insurance under a policy that has limits not less than those stated in Article A20 of the agreement.
- 10.2 The *Architect* shall carry general liability insurance under a policy with limits not less than those stated in Article A23 of the agreement, from the date of commencement of the *Services* until one year after the *Ready-for-Takeover* date.

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- 10.3 The *Architect* shall require all *Consultants* engaged by the *Architect* to carry insurance.
- 10.4 Upon request, insurance policies of the *Architect* and of the *Consultants* engaged by the *Architect* shall be available for the *Client's* inspection.
- 10.5 This GC 10 shall survive suspension, termination or completion of this contract.
- GC11 Termination and Suspension**
- 11.1 If the *Architect* or the *Client* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.
- 11.2 The *Client* may suspend performance of the *Services* or terminate this contract by notice in writing sent to the *Architect*. Upon receipt of such notice in writing, the *Architect* shall perform no further *Services* and shall take measures to mitigate costs incurred by the *Architect* as a result of the suspension or termination.
- 11.3 If the *Client* suspends performance of the *Services* through no fault of the *Architect*:
- .1 the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of suspension, plus additional fees for demonstrable costs that the *Architect* reasonably incurs as a direct result of the suspension,
 - .2 resumption of the *Services* shall be conditional upon an agreement in writing between the *Client* and the *Architect* regarding the time of the resumption of the *Services* and any additional fees payable by the *Client* as a result of the suspension, and
 - .3 if there is no agreement to resume the *Services* within 60 calendar days after the date of the suspension, the *Architect* may terminate this contract upon providing a notice in writing to the *Client*.
- 11.4 If the *Client* is in default in the performance of any of the *Client's* obligations under this contract, including but not limited to failure to make payments to the *Architect* when due, the *Architect* may suspend performance of the *Services* or terminate this contract by notice in writing sent to the *Client*. The *Architect* shall not be liable for any delay or damages the *Client* may suffer as a result of such suspension or termination. The *Architect's* right to such suspension or termination shall be in addition to and not in substitution for any other rights the *Architect* may have under this contract or by law.
- 11.5 If the *Client* terminates this contract through no fault of the *Architect*, or if the *Architect* terminates this contract pursuant to GC 11.1, 11.3.3, or 11.4, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of termination, plus additional fees for demonstrable costs, including loss of profit, which the *Architect* reasonably incurs as a direct result of the termination.
- GC12 Payments to the Architect**
- 12.1 The *Architect* shall invoice the *Client* for *Services* performed and *Reimbursable Expenses* incurred based on, as applicable:
- .1 the apportionment of a fixed or percentage-based fee for each phase of the *Services* as stated in Article A13 of the agreement and in proportion to progress made within each phase of the *Services*,
 - .2 time-based rates as stated in Schedule C – Time Based Rates, and
 - .3 *Reimbursable Expenses* as stated in Schedule B – Reimbursable Expenses.
- 12.2 Any expenditure not defined in Schedule B – Reimbursable Expenses, which the *Architect* intends to invoice as a *Reimbursable Expense*, shall be approved by the *Client* in writing as a *Reimbursable Expense* prior to the expenditure being incurred.
- 12.3 The *Client* shall pay the *Architect's* invoices as stated in Article A17 of the agreement. The *Client* shall not make any deductions or set-offs from amounts invoiced by the *Architect* on account of any claims or demands of the *Client*.
- 12.4 If the *Client* retains holdback from payments to the *Architect* pursuant to applicable lien legislation, and the *Architect* provides *Services* both before and after the commencement of the *Work*, then, for purposes of the applicable lien legislation, this contract shall be deemed to be divided into two contracts comprised of:
- .1 a contract for the provision of *Services* up to and including the commencement of the *Work*, and
 - .2 a second contract for the provision of *Services* after the commencement of the *Work*,
- so that the holdback related to the first contract may be released upon its completion.
- GC13 Percentage-Based Fee**
- 13.1 This GC 13 shall apply only when the *Architect's* fee, or a part thereof, is percentage-based as stated in Article A12 of the agreement.

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

GC14 Dispute Resolution

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

GC15 Miscellaneous General Conditions

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

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