

**Request for Proposals**  
**Architectural and Engineering Consulting Services**  
**For**

**UNIVERSITY CLUB – BUILDING ENVELOPE RENEWAL**

**Project No. 11-00252      RFP No. 511**

**Issue Date: December 22, 2011**

**Closing Time:** Proposal must be received before 2:00 PM Pacific Time on **January 18, 2012**

**Contact Person:** All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the University's option.

Cathie Patrick  
Project Officer, Capital Development, Facilities Management,  
UNIVERSITY OF VICTORIA  
Tel: 250-472-5421, Fax: 250-721-8999, Email: cpatrick@uvic.ca

**Delivery of Proposals:** Proposals must not be sent by mail, facsimile or e-mail. Three (3) complete hard copies must be delivered by hand or courier to:

David J. Perry, MAIBC  
Director, Capital Development, Facilities Management  
UNIVERSITY OF VICTORIA  
Saunders Building 122, 3800 Finnerty Road  
Victoria BC V8P 5C2

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.

**Proponent Instructions:**

Proposals must contain the signature of the person authorized to sign on behalf of the Proponent. Complete and sign the Proponent Section, leaving the rest of this page otherwise unaltered, and include this originally-signed and completed front page and the Submission Form with the first copy of the proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

**EXECUTION BY THE PROPONENT:**

Legal Name of Proponent, and Doing Business as Name if Applicable: \_\_\_\_\_

Address: \_\_\_\_\_

by its duly Authorized Representative(s):

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## A. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Agreement" means the written Contract resulting from this Request for Proposals executed by UVic and the Contractor;
- a) "Client / Owner" means the University of Victoria (UVic);
- b) "Consultant" means any professional firm registered, or capable of being registered, in the Province of British Columbia. The Consultant is a person or an entity engaged by the Client to work on the Project, manage and deliver the overall design and construction contract administration services as described;
- c) "Consulting Team" means the Consultant and its Sub-Consultants is a group acting together to perform the services as outlined for this Project;
- d) "Contract" means the written agreement resulting from this Request for Proposals executed by UVic and the Contractor;
- e) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with UVic;
- f) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- g) "General Contractor" means the entity contracting with the Client to provide all labour, materials, and equipment for the execution of the Work;
- h) "Project" means the total enterprise or endeavour contemplated of which the Work may be whole or a part.;
- i) "Project Team" means the entity responsible for the project delivery and shall consist of representatives of the Client, the Consulting Team, and representatives of other groups as designated by the Client for provision of additional input;
- j) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- k) "Proposal" means the Consultant's response to the RFP;
- l) "Request for Proposals" means the process described in this document;
- m) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals;
- n) "Sub-Consultant" means the entity engaged by the Consultant to provide services supplementary to those provided by the Consultant;
- o) "Sub-Contractor" means the entity engaged by the General Contractor or Construction Manager responsible for trade or specialized components of the construction work; and
- p) "UVic / University" means the University of Victoria.

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by UVic. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website at [www.bcbid.ca](http://www.bcbid.ca). It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

### 4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late submissions of proposals will not be accepted and will be returned to the Proponent.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 5. Eligibility

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in UVic's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the UVic Contact Person listed on the cover page prior to submitting a proposal.

### 6. Evaluation

Evaluation of proposals will be kept confidential. UVic's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, UVic may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### 8. Notification

At the conclusion of the Request for Proposals process, all Proponents will be notified.

### 9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

## 10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by UVic for purposes of clarification.

## 11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with UVic, if any. If UVic elects to reject all proposals, UVic will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of one hundred dollars (\$100.00), and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## 13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

## 14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

## 15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of Harmonized Sales Tax.

## 16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

## 17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the UVic's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the UVic's Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the UVic.

## 18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. UVic is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. UVic will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## 19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## 20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with UVic on the terms set out in Appendix 1.

## 21. Liability for Errors

While UVic has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be

accurate by UVic, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

**22. Modification of Terms**

UVic reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

**23. Ownership of Proposals**

All proposals submitted to the Province become the property of UVic. They will be received and held in confidence by UVic.

**24. Use of Request for Proposals**

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by UVic in relation to this Request for Proposals.

**25. Reciprocity**

UVic may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

**26. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of UVic, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by UVic.

## B. REQUIREMENTS AND RESPONSE

### 1. SUMMARY OF THE PROJECT

The purpose of this Request for Proposal (RFP) is to select a Consultant Team as defined in the Request for Proposal to work with Facilities Management and University Club Board of Directors (the clients), and to provide professional architectural and engineering consulting services as outlined for this project. This RFP is for the selection of a Consultant Team to provide optimum design solutions, full and comprehensive consulting services related to the Building Envelope Renewal of the University Club (UCL) at the University of Victoria Gordon Head Campus.

UCL is in a condition commensurate with its age. Maintenance and renewal of roofing and windows is required and specific areas of the building envelope are experiencing distress. The intent of this project is to undertake remedial building envelope repairs including replacement of the failing wall assemblies, windows and roof/wall interfaces to return the UCL back to being a functional and pleasing facility. See Appendix 1.

The scope of the consulting base services includes seismic evaluation, design options and budget cost estimates. The University may choose to proceed with necessary seismic building upgrades, should the solutions prove affordable. Scope of detailed design and construction related services will be determined after the report is available.

The scope of this project includes the following stages:

**Stage 1** Schematic Design and Design Development (including construction phasing plan), Construction Documentation and Tender, including Window Options and Seismic Design Report.

**Stage 2** Phase 1 Construction Administration Services Summer 2012, prioritizing at minimum exterior wall assembly retrofit of two facades: patio/pond side and dining room/stream side of building. Targeted construction start July 2012.

**Stage 3** Phase 2 Construction Administration Services Summer 2013, Target Construction July 2013, Project Closeout and Post Project Evaluation.

### 2. PROJECT OVERVIEW

#### 2.1 PROJECT HISTORY / BACKGROUND

- .1 The UCL is a west coast style facility that features a large dining room with a seating capacity for approximately 240, a small dining room with a capacity of 30, two private dining rooms which each have a capacity of 15, a games room and two lounges.
- .2 The UCL hosts both University functions and private functions. It serves Faculty, Staff and Alumni of UVic and the public. It provides fine dining, meeting spaces with catering and public events such as weddings.
- .3 The UCL is approximately 1,430 m<sup>2</sup> and was constructed in 1981.
- .4 A Building Condition Assessment report dated April 2011 has identified that the building envelope is failing and requires replacement.
- .5 The first step in remediation (NIC) is replacing the existing roof which is already scheduled to be replaced in early 2012.

#### 2.2 PROJECT EXPECTATIONS

- .1 The purpose of this project is to extend the life of the existing building that will allow the clients to fulfill their business plans. Project expectations include:

- Provision of architectural and engineering, and cost consulting services under the direction of the FMGT Project Officer. See Appendix 1 – Standard Form of Agreement Between Owner and Architect;
- In order to respond to the full scope, the Consultant Team may consider the need for specialty sub-consultants such as: Building Envelope, Structural and Seismic Specialists;
- A phased approach to the construction of the project will be critical to the overall success of the project delivery. It is imperative to consider during the design the operational requirements of and the necessity to keep facilities open while construction work is underway. The renovations are to be conducted in a manner which results in the least disruption to operations. Building staff are to be treated in a respectful and inclusive manner for the greatest possible undisturbed continuance of building functions and user requirements;
- This project will involve an appreciation for the challenges of integrating new components with existing structures and understanding the design solutions must include built in tolerances in response to unexpected site conditions;
- The integrated design process will incorporate both aesthetic and technical elements as integral components of the design, such that new work fits in well with the existing building fabric;
- Project is completed within construction budget;
- Project is complete by in accordance with the phased construction schedule to be established;
- UVic planning principles and policies are followed;
- Special scheduling of certain works are to be considered for special events, evenings, weekends, around normal hours of operation and over the holiday season;
- A healthy and safe building for visitors and occupants must be maintained;

### 2.3 DETAILED SCOPE OF WORK

The scope of work covered by this Request for Proposal includes the following:

- .1 Revalidate Building Condition Report
- .2 Investigate exterior cladding renewals
- .3 Cost benefit analysis of various assembly types
- .4 Develop a construction phasing plan over two (2) summer periods
- .5 Detailed design and cost estimating of the project
- .6 Construction package to respond to the phased construction plan
- .7 Window options analysis for energy efficiency
- .8 Seismic evaluation, design options and recommendations provided as a separate study and report with budget cost estimates, as part of the base scope of work and fee.  
Should the University chose to proceed with necessary building seismic upgrades the work will be rolled into the construction contract, with consulting handled as Additional Services.

### 2.4 PROJECT EXCLUSIONS

- .1 The following services are excluded from the scope of this project:
  - funding and funding strategies
  - non fixed furniture selection and procurement
  - base building way finding (internal and external)
  - hazardous material testing and abatement

### 2.5 CONSTRUCTION BUDGET

- .1 The initial **Construction Budget** is estimated at **\$550,000 +/- 15%**, exclusive of the Harmonized Sales Tax (HST).

## 2.6 INITIAL SCHEDULE

| DELIVERABLES                                                                                                                                                                | DATE                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Close, Review and Award of Consulting Services                                                                                                                              | <b>January, 2012</b>                              |
| <b>Stage 1A</b> work of <b>Schematic Design and Design Development</b> (including project phasing and budgeting), including <b>Window Options and Seismic Design Report</b> | Complete by <b>April 16, 2012</b>                 |
| <b>Stage 1B</b> work of the <b>Construction Documentation and Bidding</b>                                                                                                   | Complete by <b>June 1, 2012</b>                   |
| <b>Stage 2</b> work of <b>Phase 1 Construction Administration</b>                                                                                                           | Construction start<br><b>July 1, 2012</b>         |
| <b>Stage 2</b> work of <b>Phase 1 Construction Complete</b>                                                                                                                 | Construction completion<br><b>August 24, 2012</b> |
| <b>Stage 3</b> work of <b>Phase 2 Construction Administration</b>                                                                                                           | Construction start<br><b>July 1, 2013</b>         |
| <b>Stage 3</b> work of <b>Phase 2 Construction Complete, as well as Project Closeout</b>                                                                                    | Construction completion<br><b>August 24, 2013</b> |
| <b>Stage 3</b> work of the <b>Post Project Evaluation</b>                                                                                                                   | Complete by <b>September 30, 2013</b>             |

Important Dates and Events for the University that impact on the delivery of this Project include:

- a) UVic celebrates its 50<sup>th</sup> anniversary between September 2012 and June 2013
- b) Congress Humanities Conference (International Conference with 10,000 delegates) takes place in June 2013, occupying all campus facilities

## 2.7 SITE TOUR

.1 A Proponents' briefing and site tour will be conducted starting at the University Club building, in the lobby at **10:00 AM on January 11, 2012**. Refer to Appendix 2 for building location. Additional information regarding access, parking and building locations is available on the University website - [www.uvic.ca](http://www.uvic.ca)

Attendance is **Optional** for all Proponents.

.2 Costs associated with attendance and travels are not reimbursable, and travel arrangements are the responsibility of each Proponent. Please indicate your intentions by registering with Cathie Patrick, UVic Project Officer, Phone 250-472-5421, Email [cpatrick@uvic.ca](mailto:cpatrick@uvic.ca).

### 3. PROJECT REQUIREMENTS

#### 3.1. GENERAL

##### .1 CLIENT / CONSULTANT AGREEMENT

The attached Appendix 2 -Standard Form of Agreement Between Owner and Architect, as intended for this Project clearly defines the consulting services scope of the work. This Request for Proposals, including its Appendices and any Addenda, must be read in conjunction with the Appendix 2 Standard Form of Agreement Between Owner and Architect and together shall form the overall agreement to which the Architect and its Sub-Consultants are bound.

##### .2 UNIVERSITY POLICIES AND PROCEDURES

The Consultant Team acknowledges and shall support the Client's commitment to environmental sustainability through the UVic Sustainability Policy; and shall provide coordination of the contractor's submittals, and monitoring of the contractor's performance.

##### .3 VALUE MANAGEMENT

The Consulting Team will make every effort to design the most cost effective project. All members of the Consulting Team should allow for participation in the value management process at critical milestones.

##### .4 SERVICES AND INFORMATION

The University will provide the Successful Proponent with:

- a) University Design and Construction Guidelines and Standards.
- b) For reference purposes only, AutoCad drawings of existing Building conditions.
- c) University Policies:
  - Parking Information
  - Occupational Health and Safety Policy
  - Discrimination and Harassment Policy
  - Violence and Threatening Behaviour
  - University Smoking Policy

#### 3.2 CONSULTING TEAM RESPONSIBILITIES

##### .1 INTEGRATED DESIGN PROCESS

The Consulting Team is expected to utilize an Integrated Design Process and support the Client's initiatives on "Green Building". The Consulting Team shall include the following environmental qualities in the design where practical and where lifecycle cost benefits can be clearly demonstrated:

- Energy efficiency;
- Feasible and cost effective, natural lighting and ventilation;
- Safeguarding water and water efficiency;
- Conservation of materials and resources;
- Existing and salvaged material and products, where practical;
- Durable and recyclable materials;
- Indoor environmental quality.

## **4. EVALUATION FORM AND CRITERIA**

### **4.1 METHODOLOGY**

Proponents should show understanding of the Project scope, have completed projects of similar type, have a track record of successful works of similar scale and complexity, and should be in a position to provide references demonstrating these qualities. Consulting Teams should demonstrate integration and innovation in their design and management approach and effective inter-disciplinary collaboration leading to cost effective solutions.

The attached Consulting Selection Procedure Evaluation Form will be completed as part of the evaluation process for all Consulting Teams. Each Consulting Team will be evaluated with respect to the criteria during the selection review process in order to determine a rating value or total score reflecting their level of performance on each heading. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during the evaluation.

### **4.2 PROPOSAL FORMAT**

The following format, sequence and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration.

- .1 Proposal submissions should be organized in the sequence and conform to the headings indicated in the Evaluation Form, and include a matching Table of Contents. All pages should be consecutively numbered.
- .2 Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, the project title, and the name and address of person to which the Proposal is being delivered.
- .3 Personnel identified in submissions will be individuals dedicated to day-to-day delivery the work. Substitutions in project staffing shall not be made without approval of the Client.
- .4 Cover letters and supplementary information not requested will not form part of the evaluation
- .5 Proposal submission suggested format:
  - a) Standard 8.5" x 11" format, maximum 10 single-sided pages responding directly to evaluation criteria;
  - b) Font should not measure less than Times New Roman size 9 in height; and
  - c) Attached as Appendices: mandatory Request for Proposals cover page completed, mandatory Submission Form completed, personnel curricula vitae, client references, etc.

### **4.3 MANDATORY SUBMISSION REQUIREMENTS**

Proposals not clearly demonstrating that they meet the following Mandatory Submission Requirements may be deemed as non-compliant and excluded from further consideration during the evaluation process. Mandatory Submission Requirements are:

- .1 The Proposal must be received at the closing location before the specified Closing Time;
- .2 The Proposal must be in English and must be delivered to the address noted, and not be sent by regular mail, facsimile or e-mail.
- .3 The Proposal must include an unaltered and properly completed Request for Proposals cover page, including Proponent Section as per instructions;
- .4 The Proposal must include an unaltered and properly completed Submission Form.



## CONSULTANT SELECTION PROCEDURE - EVALUATION FORM

|                                                                                                       |            | CONSULTANT |   |   |   |   |
|-------------------------------------------------------------------------------------------------------|------------|------------|---|---|---|---|
|                                                                                                       |            | A          | B | C | D | E |
| <b>A. INTRODUCTION AND PROJECT UNDERSTANDING</b>                                                      | <b>10</b>  |            |   |   |   |   |
| 1. Introduction; Outline of firm and Consulting Team                                                  | 5          |            |   |   |   |   |
| 2. Understanding of the project; Knowledge of site, local conditions, Municipality                    | 5          |            |   |   |   |   |
| <b>B. FIRM / TEAM EXPERIENCE AND CAPABILITY</b>                                                       | <b>40</b>  |            |   |   |   |   |
| 3. General firm and Consulting Team experience                                                        | 10         |            |   |   |   |   |
| 4. Project-specific experience, project type and scale                                                | 15         |            |   |   |   |   |
| 5. Experience with LEED / sustainability                                                              | 5          |            |   |   |   |   |
| 6. Proposed project personnel, current work load, staff availability, depth of technical ability      | 10         |            |   |   |   |   |
| <b>C. METHODOLOGY AND MANAGEMENT</b>                                                                  | <b>20</b>  |            |   |   |   |   |
| 7. Project methodology, design and construction administration methods, quality assurance and control | 10         |            |   |   |   |   |
| 8. Budget and cost control methodology; techniques for value management                               | 10         |            |   |   |   |   |
| <b>D. PROPOSAL AND FEES (No Written Response Required)</b>                                            | <b>30</b>  |            |   |   |   |   |
| 9. Presentation quality, adherence to Evaluation Form sequence, readability                           | 5          |            |   |   |   |   |
| 10. Proposed Fee                                                                                      | 25         |            |   |   |   |   |
| <b>TOTAL</b>                                                                                          | <b>100</b> |            |   |   |   |   |

## EVALUATION CRITERIA

- A.** 1. General description of Consultant's firm history, and the Sub-Consultant Team proposed for the Project.
- 2. Does the Consultant Team fully demonstrate an understanding of the unique requirements of this Project? Is the Consultant Team familiar with the site, local climate, and the local by-laws and approval process, etc.?
- B.** 3. Does the Consultant Team have experience working with a variety of project types of this magnitude? List major projects completed in the past ten years, the owner, value and Consultant's role.
- 4. Does the Consultant Team have experience with this specific project type? List relevant projects completed in the past ten years, the owner, value and Consultant's role.
- 5. Has the Consultant Team experience with LEED / environmental sustainability?
- 6. List all staff and roles within the company and, if applicable, associated companies who will be affiliated with the Project. Indicate the staff dedicated to the Project, their relevant experience and role on the Project. Attach a resume for key personnel assigned to the Project. Is the technical capability and depth available for all stages and deliverables required by the Project?
- C.** 7. Do the Consultant Team members demonstrate an ability to manage themselves both within each firm and as a team to deliver excellent service? Does the Consultant Team demonstrate an effective monitoring and reporting process? Does the Consultant Team demonstrate an ability to communicate and manage both in a Project Team arrangement and with Contractors on site to deliver excellent service?
- 8. Describe how the Consultant Team will contribute to cost control. Provide examples and references of past projects to show how well the architectural firm has adhered to budgets. Are there established methods to ensure budget control? Does the Consultant Team have experience with the value management process and do they demonstrate ways in which value management is entrenched in their normal design process?
- D.** 9. Was the quality and content of their proposal in keeping with the size and complexity of this Project? Is the proposal responding to and in keeping with the RFP requirements and Evaluation Form sequence?
- 10. What are the proposed fees and how do they compare to the other Proponents? The following calculation will be used to assign points:

25 points x Lowest Fee / Proponents' Fee

## 5. SUBMISSION FORM

Please complete and submit the following with your proposal.

The Client intends to have the Consulting Team design and administer the construction of the

The Consulting Team consisting of the following firms:

| Firm Name | Discipline |
|-----------|------------|
|           |            |
|           |            |
|           |            |
|           |            |
|           |            |
|           |            |

### .1 Fees

The Architect agrees to provide the necessary professional services, including all listed Sub-Consultant services as required for a percentage fee of percent \_\_\_\_\_%, based on the Construction Budget as defined in Section B2.5, for the following phases as apportioned below:

#### Stage 1

-Schematic Phase \_\_\_\_\_ %  
-Design Development Phase  
- Window Options  
-Seismic Design Report  
-Construction Documentation Phase  
-Bidding Phase

#### Stage 2

-Phase 1 Construction Administration \_\_\_\_\_ %

#### Stage 3

-Phase 2 Construction Administration \_\_\_\_\_ %

### .2 Additional Services

If Additional Services are required, the following are the names and hourly rates for work requiring professional expertise by firm / team principals and key project staff:

| Name | Expertise | Rate (\$ per hour) |
|------|-----------|--------------------|
|      |           |                    |
|      |           |                    |
|      |           |                    |
|      |           |                    |
|      |           |                    |
|      |           |                    |



## **APPENDIX 1**

**Abstract from UVic Faculty Club Building Assessment  
April 6, 2011**



### 7.3 Exterior Observations & Opinion of Probable Cost

Exterior walls are comprised mainly of T&G horizontal cedar wood siding on a "faced sealed wall assembly". Stucco "faced sealed wall assemblies" are located in the atrium. Cladding types can be durable if they are used in an appropriate assembly, for the installed exposure condition. These types of wall assemblies do not perform adequately in British Columbia's coastal climate zone, primarily due to the fact that they do not permit the wood to dry. In addition to the exposure and assembly previously discussed, the durability of exterior wood siding is also dependent on species, grade, joint method and coatings. Detailing of both cedar wood siding and stucco is inadequate. With a "faced sealed" system, if a significant amount of water penetrated past the exterior cladding, the moisture will migrate into the wall assembly through imperfections or degradation of moisture barrier and not be able to escape or dry adequately. Possible water ingress routes through the wall system include cracks within the cladding and joints at changes in plane of exterior cladding and between dissimilar materials.

It was noted by staff members that "Victoria Pest Control" have been dealing with ongoing pest issues. Carpenter ants had been present in a portion of roofing approximately 10 years ago and were treated with at the time. "Cornfield" (moisture) ants have previously swarmed in August/September months in the kitchen chair storage and cutlery storage room (this was treated in 2010 by injecting wall void cavities). However, they have re-appeared in the Lounge – room 102, along with "Thatcher" (field) ants. They have been an ongoing battle in the Lounge roof. Refer to photos.

Recommendation: Evidence was found on the exterior and interior of the building to support a recommendation to replace the entire exterior wall cladding systems. Our experience with this type of wall system on other buildings leads us to the opinion that exposed areas of the building may require replacement of the exterior wall cladding systems due to deterioration of the underlying assemblies. Generally, restoration of exterior walls involves installation of either a "Rainscreen Strapped" wall or a "Rainscreen Exterior Insulated" wall system to obtain the enhanced drying potential they possess by utilizing a drainage and ventilation cavity behind exterior cladding. (Refer to Appendix A).

The rainscreen exterior insulated wall system is more durable than the strapped wall system. It separates the structural elements from the exterior environmental and the principles behind it have substantial history of success. An additional benefit of this wall system is a greater air leakage control and more efficient insulation resulting in reduced energy consumption. A drawback of this system is that it is approximately 10-30% more expensive than the "Strapped" wall system.

The probable cost for wall repairs includes removing existing stucco and siding on all walls and soffits and replacing damaged wall sheathing with new borate-treated plywood. Wood stud framing would be repaired and replaced as required and the cladding would be replaced with the selected wall system. An additional allowance of 20% would be included for repair and replacement of deteriorating framing and interior finishes repairs. This allowance must be increased if work is deferred (allow for an increased amount of deteriorations).

## Windows, Exterior Doors and Skylights

Consideration should be given to removing the existing wood framed windows and exterior doors. 40% of the respondents to the building envelope questionnaires had noted window problems. Their joint to the exterior walls constitutes a possible water entry point into the wall assembly. Window head flashing typically do not incorporate end dams and are either flat or reversed sloped back into the wall assembly. Window sills are wood and are also either flat or reverse sloped. Seals around the units have failed and have surpassed their life span, similar condition with exterior doors.

Painted wood windows, especially their sealants and exterior finish, require more maintenance than vinyl or aluminum when exposed to repeated wettings, particularly in areas with no roof overhang. To reduce the amount of maintenance, wood windows should be installed with adequate overhang protection to minimize contact with water. To further reduce maintenance requirements, many wood window manufacturers also produce windows with aluminum or vinyl cladding on the exterior. These assemblies are generally more durable and can usually be installed in more exposed conditions.

In conjunction with the wall restoration, we recommend that the wood-framed, double glazed windows and exterior door units be replaced with new vinyl-framed double glazed units or thermally broken high performance aluminum windows. This would enhance the overall performance and energy efficiency of the units by reducing air leakage, water penetration and condensation problems and would help to ensure the longevity of the new wall system. Replacement of the aluminum skylight is not required at this point in time.

## Exterior Sunshades

As noted in the environmental report, the exterior sunshades are in a state of disrepair and will require removal of existing 38x140mm cedar wood members. The 38x180mm outriggers are showing signs of organic growth on the exterior; these outriggers extend into the interior of the building and are tied into the light valance. It is unknown at this point with regards to the condition of the outriggers in the interior spaces.

- Opinion of probable cost to remove all 38x140mm cedar wood members and replace with new. Remove and replace wood trim @ exterior face of sunshade. Clean all outriggers (borate) as required. Provide the appropriate cap flashing:

## **APPENDIX 2**

### **Standard Form of Agreement Between Owner and Architect**



The Royal Architectural  
Institute of Canada

# *Canadian Standard Form of Contract for Architectural Services*

## **DOCUMENT SIX**

2006 Edition

ADAPTED FOR:

(Name of Project)  
(Location)  
Contract No.: 00X  
Project No.: XXXXXXXX  
Date: June 11, 2007



The Document within this cover is protected by copyright and when an authorization seal is affixed the contract is an authorized copy of the Canadian Standard Form of Contract for Architectural Services - Document Six

# Canadian Standard Form of Contract for Architectural Services

## DOCUMENT SIX

2006 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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Document Six – 2006 Edition

# Canadian Standard Form of Contract for Architectural Services

## DOCUMENT SIX

2006 Edition

### Agreement

- A1 This contract made in triplicate as of the (twenty-second) day of the month of (April) in the year of two thousand (ten).
- A2 Between the *Client*: University of Victoria  
P.O. Box 1700 STN CSC, Victoria, British Columbia V8W 2Y2
- A3 and the *Architect*: (Legal name of architectural firm or joint venture)  
(Mailing address)
- A4 For the following *Project*: University Club – Building Envelope Renewal  
University of Victoria  
*Project No.:* (11-00252)
- A5 with the following *Construction Budget*: \$550,000.00 (Five Hundred and Fifty Thousand Dollars), exclusive of the Goods and Services Tax or Harmonized Sales Tax.
- A6 The anticipated construction procurement method is:  
Design-Bid-Build traditional method of *Project* delivery with an open competitive bidding process and construction by a General Contractor under the standard CCDC 2 - 1994 Stipulated Price Contract.
- A7 In addition to the *Architect's* responsibilities as described in the General Conditions, including GC2, the *Architect* shall provide services as described in the following Schedule(s) affixed to this contract:  
Schedule A – Supplementary Conditions  
Schedule C – *Architect's* Services
- A8 In addition to the *Client's* responsibilities as described in the General Conditions, including GC1, the *Client* shall furnish information, surveys, reports and services as described in the following Schedule(s) affixed to this contract:  
Schedule A – Supplementary Conditions  
Schedule B – *Client's* Responsibilities

Document Six, 2006 Edition

**Agreement Form**

A9 The *Architect* shall direct and coordinate the services of all necessary *Consultants* and the contractor for this *Project*, including:

.1 engaged by the *Architect* (*Edit to suite project team*)

|                                      |             |
|--------------------------------------|-------------|
| Structural Engineer:                 | (Firm Name) |
| Mechanical Engineer:                 | (Firm Name) |
| Electrical Engineer:                 | (Firm Name) |
| Landscape Architect:                 | (Firm Name) |
| Building Envelope Professional:      | (Firm Name) |
| Cost Consultant / Quantity Surveyor: | (Firm Name) |

.2 engaged by the *Client*

General Contractor  
Geotechnical Engineer  
Hazardous Material Consultant  
Energy Performance Consultant  
Materials Inspection and Testing Agencies during construction

**The Client shall pay fees and *Reimbursable Expenses* to the *Architect* within forty-five (45) days after the date that the *Architect* submits the invoice in a format acceptable to the *Client* for processing and issuance of payment, when invoices are submitted as set forth below:**

A10 For the *Architect's* services as outlined in the Schedule(s) identified in A7, the fee shall be computed as follows:

**F1 Services** – Base contract:

Fixed fee basis of (written dollar value) (\$X.XX), broken down as follows:

- A. For professional services, including all listed Sub-*Consultant* services as required to complete the the Schematic Design and Design Development Phases, a fixed fee of (written dollar value) (\$X.XX).
- B. If the *Client* elects to proceed with the Construction Documents, Bidding and Construction Stages of the *Project*, the *Architect* agrees to provide the necessary professional services, including all listed Sub-*Consultant* services as required for a fee of (written dollar value) (\$X.XX), based on the *Construction Budget* as set forth.

Fee for F1 Services shall be invoiced as the *Project* progresses, apportioned as follows:

Stage A.

|                          |                 |
|--------------------------|-----------------|
| Schematic Design Phase   | percent (___ %) |
| Design Development Phase | percent (___ %) |

Stage B.

|                                 |                                          |
|---------------------------------|------------------------------------------|
| Construction Documents Phase    | percent (___ %) _____ 70% of Fee Maximum |
| Bidding or negotiation Phase    | percent (___ %)                          |
| Construction and Warranty Phase | percent (___ %) _____ 100% of Fee        |

The *Architect* may, for services rendered, charge the *Client* monthly on an estimated progress basis consistent with the apportioning above and during the Construction Phase consistent with the corresponding certificates issued to the *Client* for payment to the Contractor.

**F2 Services** – A fixed fee adjustment shall be computed as follows:

For a change in the *Architect's* scope of services that causes a variation in the *Construction Budget* exceeding +/- 25%, the *Architect* shall be entitled to a fee adjustment. The formula for calculating such an adjustment is as follows:

$$\frac{\text{Total Fee for Architect's services}}{\text{Construction Budget or Awarded Construction Cost}} \times \text{Value of Scope Increase}$$

**F3 Services** – *Additional Services* fees shall be stated as an agreed fixed fee sum whenever possible. Where such is not possible and the *Client* agrees in writing, they shall be based on hourly-fee rates for *Additional Services* computed as follows:

Principals of the *Architect* and *Consultants* at \$165.00 per hour, unless noted otherwise in the *Architect's* Proposal for Services.

Staff at hourly fee rates shall be based on 2% of current nominal monthly salary of the appropriate level of expertise up to a maximum of 80% of the respective principal's rate. Nominal salary is defined as the amount an employee is regularly paid each month excluding any bonus or employee's share of salary benefits.

Percentage fee mark-up by the *Architect* for fees for *Additional Services* by the *Architect's* *Consultants* is limited to a maximum five percent (5%) administration charge.

The hourly rates noted above are subject to review and adjustment on the yearly anniversary date of this Agreement. Where *Additional Services* are performed on an hourly-fee basis, the *Architect* and its *Consultants* shall provide comprehensive timesheet back-up documentation.

**Reimbursable Expenses** – *Reimbursable Expenses* are defined in GC12 and under the Definitions.

- A11 An administrative charge of five percent (5%) shall be added to the *Reimbursable Expenses* as noted in GC12.9.
- A12 The rate for calculating automobile travel costs shall be in accordance with UVic travel policy guidelines.
- A13 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee of zero dollars (\$0.00).
- A14 The *Client* shall pay the *Architect* within forty-five (45) days after the date that the *Architect* submits an acceptable invoice on account of the *Architect's* fees and *Reimbursable Expenses* to the *Client*, provided that if the *Client* disputes any portion of an invoice, it shall pay such invoice less the disputed amount, subject to adjustment upon resolution of the dispute. Non-payment by the *Client* of any amount in dispute shall not alleviate, diminish or modify in any respect *Architect's* obligations to perform as required by and in accordance with this contract. The *Architect* will issue invoices monthly in arrears unless otherwise agreed.
- A15 An unpaid invoice shall bear interest, calculated monthly at the rate of Bank of Canada prime plus three percent (Prime + 3%) per annum, commencing forty-five (45) days after the date that the *Architect* submits the invoice in a format acceptable to the *Client* for processing and issuance of payment.
- A16 When this contract or any documents are prepared in both English and French, it is agreed that in the event of any discrepancy between the English and the French version, the English language shall prevail.
- A17 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post or courier; or if sent by regular post, to have been delivered five (5) working days from the date of mailing. The addresses for official notice shall be as stated in A2 and A3. Notices

sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

**Other Terms of Contract:**

A18 The *Client* and the *Architect* agree as set forth in the following other terms:

This contract is in compliance with the Architectural Institute of British Columbia (AIBC) Bylaws, including especially (but not limited to) Bylaw 28: Professional Engagement and Bylaw 34.16: Tariff of Fees for Architectural Services, and the Code of Ethics.

Refer to attached Schedule A – Supplementary Conditions for additional amendments and other terms of contract that shall be read in conjunction with and take precedence over this Canadian Standard Form of Contract for Architectural Services.

Schedule D? – Addenda 1 through ? inclusive.

Schedule E? – Letter of Clarification dated ?

Schedule F? – Letter of Contract Award dated ?

Schedule G? – Proposal for Services dated ?

This contract is entered into as of the day and year first written above.

## Client

**University of Victoria**

---

(Name of *Client*)

---

(Signature)

---

(Name and title of person signing)

---

(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)

# Definitions

## Additional Services

*Additional Services* are those professional services which are not contemplated at the time of execution of the contract and therefore cannot be identified then as being included in the contract but which with the written consent of the Client and *Architect* are subsequently added to, or which adjust, the scheduled scope of services outlined in the schedule(s) listed in the contract.

## Architect

The *Architect* is the entity identified in this contract as such and who is registered, licensed or otherwise authorized exclusively to use the title "*Architect*" and to practice architecture in the province or territory.

## Construction Budget

The *Construction Budget* is the Client's combined estimate of the *Construction Cost*, construction contingencies and GST or HST, or if there is no Client's combined estimate, an amount agreed to by the Client and the *Architect*.

## Construction Contract

The *Construction Contract* consists of the executed agreement between the Client and the Contractor, or between the Owner and the Design-Builder, the general conditions, the drawings, the specifications and all the other documents identified in the said agreement as Contract Documents.

## Construction Cost

*Construction Cost* is the contract price(s) of all *Project* elements designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes<sup>1</sup>, whether recoverable or not.

Where there is no contract price for all or part of the *Project*, the *Construction Cost* shall be the estimate of probable cost of construction as determined by the *Architect*, or as agreed by the *Architect* if a *Cost Consultant* is engaged, at market rates at the anticipated time of construction. *Construction Cost* excludes the following:

- the compensation of the *Architect* and the *Consultants*,
- other professional fees which are the responsibility of the Client,
- the land cost, and land development charges.

In the event that the Client furnishes labour or material below market cost, or recycled materials are used, the *Construction Cost* for purposes of establishing the *Architect's* and *Consultants'* fees includes the cost of all materials and labour necessary to complete the *Work* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction.

## Consultant

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

## Consultant Coordination

*Consultant Coordination* consists of:

- managing the communications between *Consultants* and with the Client, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

## Construction Documents

*Construction Documents* consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the entire *Project* including architectural, structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings of the *Project*.

<sup>1</sup> Note: Value-added taxes are excluded from Construction Cost in such calculations under the Tariff of Fees for Architectural Services of the Architectural Institute of British Columbia (AIBC).

**Direct Personnel Expense**

*Direct Personnel Expense* means the salary of the *Architect's*, or the *Architect's Consultants'*, personnel engaged on the *Project* and all overtime charges authorized in advance by the Client, plus the cost of mandatory and customary contributions and employee benefits including employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

**Field Review / General Review**

*Field Review / General Review* means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers 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 contract documents, and so report, in writing, to the client, contractor and chief building official.

**Instruments of Service**

*Instruments of Service* are the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications, computer-generated designs and materials.

**Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the construction contract documents.

**Project**

The *Project* as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

**Project Budget**

The *Project Budget* is the Client's estimated total expenditure for the entire *Project*. It includes, but is not limited to, the *Construction Budget*, professional fees, costs of land, rights of way, and all other costs to the Client for the *Project*.

**Reimbursable Expenses**

*Reimbursable Expenses* include, but are not limited to, the following actual expenditures, supported upon request by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:

- transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
- communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
- reproduction of *Instruments of Service*, photographs, and other documents, including plotting of computer-generated drawings;
- renderings, models, and mock-ups and web-based *Project* management services, specifically requested by the Client;
- fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
- premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the Client in excess of that normally carried by the *Architect* and the *Architect's Consultants*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. In the absence of such legislation, it shall mean the date the *Work* is ready for the purpose intended.

(NOTE: in British Columbia the term "Completion" is used as well as the term "Certification of Completion")

**Toxic or Hazardous Substances or Materials**

*Toxic or Hazardous Substances or Materials* means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, asbestos products, polychlorinated biphenyl (PCB), fungus/fungi, mildew(s), mushroom(s), yeast(s) bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

**Work**

The *Work* means the total construction and related services required by the construction contract documents.

# General Conditions

## GC1 Client's Responsibilities

- .1 The Client shall provide all information as outlined in the schedule(s) identified in the agreement. The *Architect* shall be entitled to rely upon such information. Contracts for the provision of information, whether arranged by the Client or the *Architect*, shall be considered direct contracts with the Client unless explicitly provided otherwise.
- .2 The Client shall:
  - .1 authorize in writing a person to act on the Client's behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
  - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
  - .3 obtain and pay for the building permit and all other permits and development costs;
  - .4 immediately notify the *Architect* in writing if the Client observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the contract;
  - .5 engage *Consultants* identified in article A-9 of the agreement under terms and conditions of agreements that are compatible with this contract;
  - .6 ensure that all *Consultants* engaged by the Client under the agreement carry professional liability insurance coverage.

## GC2 Architect's Responsibilities

- .1 The *Architect* shall provide professional services as outlined in the schedule(s) identified in the agreement.
- .2 The *Architect* shall maintain records of *Reimbursable Expenses*, and for any services for which the fee is computed as a multiple of *Direct Personnel Expense*. These records shall be maintained to acceptable accounting standards and made available to the Client for viewing at mutually convenient times.

## GC3 Construction Budget and Construction Costs

- .1 **Project Budget**  
Neither the *Architect* nor the *Client* has control over other professional fees, land development or other costs related to the entire endeavour of the *Client*, therefore the *Architect* cannot and does not warrant or represent that *Project* costs will not vary from the *Project Budget*.
- .2 **Construction Budget and Construction Cost**  
Neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable *Construction Cost*.
- .3 **Estimate of Probable Construction Cost**  
If the construction procurement phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the Client, the agreed estimate of probable *Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the Client and the date on which bids or proposals are sought.
- .4 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed statement of probable *Construction Cost* by more than 15%, the Client shall provide:
  - .1 written approval of an increase in the estimate of probable *Construction Cost*, or
  - .2 authorization for re-bidding or re-negotiating of the proposal, or
  - .3 co-operate with the *Architect* in revising the *Project* scope or quality as necessary to reduce the *Construction Cost*, or
  - .4 termination of this contract in accordance with GC8 if the *Project* is abandoned.
- .5 If the Client proceeds under GC3.4.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed estimate of probable *Construction Cost* by more than 15% and 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 *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed estimate of probable *Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under the above mentioned clause, and having done so, the *Architect* shall be entitled to compensation in accordance with this contract, for all other such services performed, whether or not the construction phase is commenced.

## GC4 Certificate for Payment

- .1 The issuance of a certificate for payment shall constitute a representation by the *Architect* to the Client, based on the *Architect's Field Review / General Review* and on review of the contractor'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 *Field Review / General Review* is in general conformity with the contract documents; and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services outlined in the schedule(s) described in the agreement;
  - .2 the results of any subsequent tests required by or performed under the contract documents;
  - .3 minor deviations from the contract documents being corrected prior to completion; and
  - .4 any specific qualifications stated in the certificate for payment.
- .2 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board or Workers Compensation Boards, or other applicable statute, non-compliance with which may render the Client personally liable for the contractor's default.

## **GC5 Copyright and Use of Documents**

- .1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Their alteration by the Client is prohibited.
- .2 Submissions or distribution of the *Architect's Instruments of Service*, including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- .3 The Client may retain copies, including electronic or digital and other reproducible copies, of the *Architect's Instruments of Service* for information and reference in connection with the Client's use and occupancy of the *Project*. Copies may only be used for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this Client only and may not be offered for sale or transfer without the express written consent of the *Architect*. Except for reference purposes, the *Architect's Instruments of Service*, including all electronic or digital files and information, shall not be used for renovations, additions or alterations to the *Project* or on any other *Project* without a written licence from the *Architect* for the limited or repeat use of the documents.
- .4 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and *Reimbursable Expenses*, including all fees and expenses as a result of suspension or termination, due to the *Architect*, are required to be paid in full.
- .5 The Client shall be entitled to keep original models or architectural renderings which the Client specifically commissioned and paid for.

## **GC6 Project Identification**

- .1 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- .2 The *Architect* shall be entitled to include as part of the contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* on the *Project* site. In some instances the Client may also be represented on the sign. Graphics on the construction sign may also include a reproduction of a rendering of the *Project*.

## **GC7 Liability of the Architect**

- .1 The *Architect* carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the Client at all times, upon request.
- .2 The Client agrees that any and all claims, whether in contract or tort, which the Client has or hereafter may have against the *Architect* in any way arising out of, or related to, the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the Client wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the Client to obtain such increased or special insurance at the Client's expense.
- .3 The *Architect* shall be entitled to rely upon published product information published by manufacturers and shall not be liable for relying on information or representation which it reasonably believes to be accurate.
- .4 The *Architect* shall not:
  - .1 be required to make exhaustive or continuous on-site reviews;
  - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the contract documents;
  - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the *Work*; and
  - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*.

- .5 The Client acknowledges that either the *Architect* or the Client may engage *Consultants* on behalf of and for the benefit and convenience of the Client; and agrees that the *Architect* shall not be liable to the Client, in contract or in tort, for the acts, omissions or errors of such *Consultants* whether retained by the *Architect* or the Client. Nothing in this clause shall derogate from the *Architect's* duty of coordination.
- .6 The Client shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of acts omissions or errors of such person pursuant to this contract.

## GC8 Suspension and Termination

### Suspension

- .1 If the Client lacks the financial ability or authority to proceed, the Client may give seven days written notice to the *Architect* that the Client elects to suspend the *Architect's* services.
- .2 If any invoice submitted by the *Architect* remains unpaid by the Client for forty-five days or more from the date the invoice was submitted, then the *Architect* may give seven days written notice to the Client that the *Architect* will suspend services.
- .3 The *Architect* may suspend services on the *Project*:
  - .1 if within seven days of delivery of the notice in GC8.2, the Client has not paid the *Architect's* invoice, or the *Architect* and the Client have not agreed in writing on terms for payment of the invoice, or,
  - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the Client which violates applicable building codes or regulations, then,
  - .3 in either of these events the Client shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the Client as a result of the suspended services.
- .4 The rights of the *Architect* given by GC8.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the Client.
- .5 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with *Reimbursable Expenses* and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within 30 days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC8.6 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- .6 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

### Termination

- .7 If the *Project* results in construction, this contract is terminated on the earliest of:
  - .1 the date of receipt of letter of termination from the Client, or
  - .2 7 days from the abandonment of the *Project*; or
  - .3 one year from the date of certification of *Substantial Performance of the Work*; or
  - .4 one year from the date of total completion (In Ontario the term 'Total Completion' is used and defined in the Construction Lien Act.)
- .8 This contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- .9 This contract may be terminated by the Client upon at least seven days written notice to the *Architect* in the event that the *Project* is abandoned.
- .10 If the *Project* is suspended or abandoned in whole or in part for more than a total of 60 days it shall be deemed to be abandoned and treated in accordance with article 8.9.
- .11 In the event of termination, the *Architect* shall be paid, within 30 days of the date that an invoice is submitted, for all services performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, and for all termination expenses as defined in GC8.12.
- .12 Termination expenses are expenses directly attributable to abandonment of the *Project* or termination of this contract for which the *Architect* is not otherwise compensated, and in addition, an amount for anticipated loss of earnings computed as a percentage of the total fee earned to the time of termination for the *Architect's* services and *Additional Services*, as follows:
  - .1 twenty percent if termination occurs during the schematic design phase; or
  - .2 ten percent if termination occurs during the design development phase; or
  - .3 five percent if termination occurs during a phase subsequent to the design development phase.

## GC9 Law Governing this Agreement

- .1 This contract shall be governed by the law of the province or territory of Canada which is the principal place of business of the *Architect*.

## GC10 Successors and Assigns

- .1 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.
- .2 The contract documents are for the purpose of construction of the *Project* contemplated by this agreement and shall not be used by the Client for any other purpose.

## GC11 Extent of Contract

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

## GC12 Payments to the Architect

### Fees

- .1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the Client. Payments for the *Architect*'s services shall be made on account for invoices as described in article A14 of the agreement and, where applicable, shall be in proportion to services performed within each phase of the service.
- .2 No deductions shall be made by the Client from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- .3 Variance from the *Construction Budget* established under this contract shall not constitute grounds for the Client to withhold fees due to the *Architect*.
- .4 When a percentage-based fee is used as the method for determining the *Architect*'s fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect*'s services shall be based on article A10 of the agreement.
- .5 If the scope of the *Project* or of the *Architect*'s services is changed, the fees shall be adjusted accordingly. For *Additional Services* or when revisions or additions are made to the program of requirements or previously approved documents prepared by the *Architect* and such revisions or additions require services beyond those already provided, the fee for such *Additional Services* shall be based on the rates in article A10 of the agreement, or as otherwise mutually agreed with the Client.
- .6 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the contract administration shall be adjusted and computed as set forth in article A10 of the agreement or as otherwise mutually agreed with the Client.
- .7 In the event that new or additional taxes in respect of the services included in this contract are required by federal, provincial, territorial, regional or municipal legislation after the contract is executed, the amount under this contract shall be adjusted to include such taxes.
- .8 Fees and *Reimbursable Expenses* may be subject to such value-added taxes as the Federal Goods and Services Tax or Harmonized Sales Tax. The Client shall pay to the *Architect*, together with, and in addition to, any fees and *Reimbursable Expenses* that are, or become, payable as required by legislation, any value-added taxes that become payable in relation to the fees and *Reimbursable Expenses*.

### Reimbursable Expenses

- .9 The Client shall pay the *Architect* for all *Reimbursable Expenses* as defined plus an administrative charge as identified in article A11 of the agreement.
- .10 All *Reimbursable Expenses* not defined shall be approved by the Client prior to any expenditure by the *Architect*.

## GC13 Dispute Resolution

- .1 Disputes shall be resolved according to the provisions of the applicable provincial or territorial legislation.

## GC14 Severability

- .1 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.

**Schedule 'A'**  
**Supplementary Conditions**  
**to**  
**Canadian Standard form of Contract for Architectural Services**  
**R.A.I.C. Document Six - 2006**

## Schedule 'A'- Supplementary Conditions

The Agreement between *Client* and *Architect*, the General Conditions of the Canadian Standard Form of Contract for Architectural Services, Document 6 - 2006, the Schedule of *Architect's* Services and Schedule of *Client* Responsibilities, with the following revisions, deletions and additions, shall apply in their entirety to the contract.

Note: All terms which are defined and which are used throughout this document appear in *italicized* text beginning with a CAPITAL letter.

### 1. CONTENTS

#### General Conditions

Add the following:

- GC 15 Freedom of Information and Protection of Privacy Act
- GC 16 Confidentiality

#### Schedules

Delete Schedule A to Schedule D as identified as listed and,

Replace with:

"Schedules: Refer to Agreement articles A7, A8 and A18".

### 2. DEFINITIONS

#### Construction Budget

Delete definition wording and,

Replace with:

The *Construction Budget* is the *Client's* combined estimate of the *Construction Cost* and contingencies, and is exclusive of GST or HST. The *Construction Budget* is an amount which may be established by the *Cost Consultant* and is reconfirmed and agreed to by the *Client* and the *Architect* at the completion of the Design Development Phase.

#### Reimbursable Expenses

Delete definition wording and,

Replace with:

*Reimbursable Expenses* are limited to the following actual expenditures, supported by original receipts, invoices and other applicable documentation, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:

- .1 Application fees and other fees, levies, duties or taxes for building permits, licences or approvals from authorities having jurisdiction;
- .2 Renderings, models, and mock-ups and web-based *Project* management services, specifically requested by the *Client* except where specified as a project-specific requirement;
- .3 Cost of printing *Construction Documents* for tender and construction; and
- .4 A 5% mark-up on items .1 through .3 above for handling and administration.

The *Architect's* F1 Services – Base Contract Fee includes provision of payment for the following during the duration of the *Project* from contract award to the end of the warranty period:

- .1 All normal office expenses, including but not limited to: reproductions, long distance phone calls, facsimile transmissions, photography, courier services, postage and handling of information, secretarial and clerical charges;
- .2 All CADD files, plotting, reproductions, computer time, printing of drawings and specifications for internal or sub-consultant or *Project Team* use during all phases of *Project* development, including submission packages for *Client*;
- .3 All transportation, accommodation and meals costs in connection with the *Project* for travel from the respective *Architect's* or *Sub-Consultant's* office, including but not limited to: Costs of travel, mileage, lodging, parking fees, ferry costs, meals;
- .4 All time spent in travelling; and
- .5 All profit and overhead, except the 5% mark-up as noted under *Reimbursable Expenses* above.

The *Architect's* F3 Services – When Services or *Additional Services* are provided on an hourly fee-rate basis, *Reimbursable Expenses* include all transportation, accommodation and meals costs in connection with the *Project* for travel from the respective *Architect's* or *Sub-Consultant's* office, including but not limited to: Costs of travel, mileage, lodging, parking fees, ferry costs, meals, plus 5% mark-up.

Where chargeable, *Reimbursable Expenses* shall be supported by original receipts, invoices and other applicable documentation, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*. The *Architect* shall maintain records of *Reimbursable Expenses*, and for any services for which the fee is computed as a multiple of direct expenses and disbursements. These records shall be maintained to acceptable accounting standards and made available to the *Client* for viewing when requested. All *Reimbursable Expenses* not defined shall be approved by the *Client* prior to any expenditure by the *Architect* and the *Architect's Consultants*.

Add the following:

#### **Commissioning**

*Commissioning* is the process of advancing systems and components from a state of completed static installation to a state of full working order, during which time the *Client's* operating staff are instructed in systems operation and maintenance.

#### **Cost Consultant**

The *Cost Consultant* shall be synonymous with *Quantity Surveyor*, and is the entity designated as such relative to this agreement providing estimates of the *Construction Cost* and advice on methods of maintaining that cost within the agreed *Construction Budget*.

#### **Client, Owner, or Client Representative**

Where the terms Owner, Owner's Agent or *Client Representative* are used, they are synonymous with the word *Client*, the entity identified in this contract as University of Victoria.

#### **Prime Consultant**

The term *Prime Consultant* shall be synonymous with *Architect*.

#### **RFP – Request for Proposals**

The RFP means the *Client's* Request for Proposals for architectural and engineering consulting services for the *Project*. Together with the *Architect's* proposal documents and any subsequent negotiation, the RFP forms part of this contract. In the event of any conflict between the terms of the RFP and this contract, the *Client* shall determine which interpretation was intended and shall apply.

### 3. GC2 ARCHITECT'S RESPONSIBILITIES

Add the following:

- .3 The *Architect* represents that it has the capacity, experience, and skill necessary to perform the professional services set out in the schedules identified in this Contract, and agrees that *Client* has relied upon this representation in retaining *Architect*.
- .4 The *Architect* will comply with, will cause its personnel and each of its *Sub-Consultant(s)* to comply with, and the professional services and each part thereof shall comply with: (a) all laws; and (b) the terms and conditions of all permits of which timely notice is given by *Client*, that are applicable to *Architect's* professional services under this Contract.

### 4. GC3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

Revise the following:

- 3.4 Revise reference to *Construction Cost* variation of "15%" to read "10%".
- 3.5 Revise two references to *Construction Cost* variation of "15%" to read "10%".

Add the following:

- .6 The *Client* shall furnish the *Architect* with an initial *Construction Budget* for the *Project* prior to the commencement of the Schematic Design Phase in order that the *Architect* may judge the magnitude of the *Project* for preparation of design options, and consideration of building systems and equipment.
- .7 The *Cost Consultant* shall prepare or update, and provide to the *Client*, estimates of probable *Construction Cost* in order to verify that such cost is within the approved *Construction Budget* at the end of the following stages:
  - .1 Schematic Design Phase;
  - .2 Design Development Phase;
  - .3 *Construction Documents* Phase - at fifty percent (50%) complete *Construction Documents*,
  - .4 *Construction Documents* Phase - at ninety-nine percent (99%) pre-tender *Construction Documents*, and
  - .5 Receipt of bids or negotiation of proposals.
- .8 When preparing *Construction Documents*, the *Architect* shall, in consultation with the *Cost Consultant*, determine materials, equipment component systems and types of construction and shall, insofar as is possible, ascertain and advise the *Client* as to whether the estimate of probable *Construction Cost* shall exceed the *Construction Budget* by more than ten percent (10%).
- .9 If at any time the estimate of probable *Construction Cost* exceeds the *Construction Budget* by more than ten percent (10%), the *Client* shall, at its discretion, provide:
  - .1 written approval of an increase in the *Construction Budget*;
  - .2 an authorization for re-bidding or re-negotiating of the proposal;
  - .3 direction to the *Project Team* to revise the *Project* scope or quality as necessary to reduce the *Construction Cost* with the *Client's* reasonable cooperation; or
  - .4 a termination of this *Contract* in accordance with GC6 if the *Project* is abandoned.
- .10 If the *Client* proceeds under GC3.9.3, the *Architect* shall be responsible as part of the *Base Services* for modifying the *Construction Documents* or providing other services in compliance with GC3.9.3 as necessary to ensure that the estimate of probable *Construction Cost* is reduced to within ten percent (10%) of the *Project Budget*. However, if the *Architect* can justify that the cause for the estimate of probable *Construction Cost* exceeding the *Project Budget* by more than ten percent (10%) was beyond the *Architect's* reasonable control and was not reasonably foreseeable by the *Architect*, then all such services shall be *Additional Services*.

**5. GC5 COPYRIGHT AND USE OF DOCUMENTS**

Delete GC5 entirely and,

Replace with:

**GC5 COPYRIGHT AND USE OF DOCUMENTS**

- .1 The *Architect* shall own all property rights and all intellectual property rights, including copyright, in those *Instruments of Service*, including all electronic or digital files and information and the *Construction Documents*, prepared by the *Architect* (the "*Instruments of Service (Architect)*") pursuant to this Agreement.
- .2 Submissions or distribution of the *Instruments of Service (Architect)*, including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect*'s rights set out in GC5.1.
- .3 Subject to GC5.5, the *Architect* grants to the *Client* a non-exclusive, perpetual, irrevocable, royalty-free worldwide license to use, reproduce and modify the *Instruments of Service (Architect)* for the internal purposes of the *Client*, including in relation to the *Client*'s use and occupancy of the *Project*, its renovations, additions or alterations to the *Project*, and any of its other projects.
- .4 The *Client* shall not assign, transfer or sub-license any of its rights under GC5.3 to any third party without the prior written consent of the *Architect*.
- .5 The *Client* shall not acquire any rights to the *Instruments of Service (Architect)* pursuant to GC5.3 until it has paid in full all fees and *Reimbursable Expenses*, including all fees and expenses as a result of suspension or termination, due to the *Architect* and payable by the *Client* pursuant to this Agreement.
- .6 Notwithstanding GC5.1, the *Client* shall be entitled to keep original models or architectural renderings which the *Client* specifically commissioned and paid for.
- .7 The *Client* shall own all property rights and all intellectual property rights, including copyright, in all *Instruments of Service*, including all electronic or digital files and information and the *Construction Documents*, other than the *Instruments of Service (Architect)*.
- .8 The *Client* acknowledges that the *Architect* cannot guarantee the authenticity, integrity or completeness of those *Instruments of Service (Architect)* that consist of data files supplied, or received or processed, in electronic format, and that such electronic data files will not contain professional seals or stamps of the *Architect*.
- .9 Notwithstanding any other provision of this Agreement, the rights and obligations of the parties pursuant to this GC5 shall survive the expiration or sooner termination of this Agreement.

**6. GC6 PROJECT IDENTIFICATION**

6.1 add the following at the end of the sentence:

"upon approval by the *Client*."

6.2 add the following at the end of the sentence:

"upon approval by the *Client*."

**7. GC7 LIABILITY OF THE ARCHITECT**

Delete GC7.1 through GC7.3 entirely and,

Replace with:

- 7.1 The *Architect* carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the *Client* at all times, upon request.

- 7.2 Notwithstanding the provision of insurance coverage by the *Client*, the *Architect* hereby agrees to indemnify and save harmless the *Client*, its board of governors, employees, authorized representatives, successors and assigns (the "Indemnitee") from and against losses, claims, expenses, damages, actions, and causes of action, (collectively referred to as "Claims") that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, that arise out of the wilful acts or negligence of the *Architect* or its Sub-Consultant(s), servant(s), agent(s) or employee(s) under this Contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by the negligent acts of the *Client*, its other Consultant(s) or any other persons.
- 7.3 The *Architect* shall be entitled to rely upon published product information published by manufacturers and shall not be liable for relying on information or representation which it reasonably believes to be accurate.

Delete GC7.6 entirely and,

Replace with:

- 7.6 If any encumbrance of any kind or nature be placed upon or obtained against the property of the *Client* in, or as a result of any act or omission of the *Architect* and its servant(s), agent(s) or employee(s), the *Architect* shall forthwith cause the same to be discharged. If the *Architect* fails to remove the said encumbrance(s), then the *Client* shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the *Architect*, and the *Client* shall furthermore be entitled to any additional costs that it may thereby incur, provided that the *Architect* shall not be required to pay or discharge any such encumbrance if it gives notice in writing to the *Client* of its intent and does in good faith proceed to contest the same by appropriate proceedings and provided that the *Architect* furnishes a surety bond of a company satisfactory to the *Client* in an amount sufficient to pay such contested encumbrance with all interest thereon and court costs and expenses, including reasonable solicitor's fees on a solicitor and client basis.
- 7.7 General requirements:
- .1 All insurance policies which the *Architect* is required to obtain shall provide that the insurance shall not be cancelled without the Insurer giving at least thirty (30) days prior written notice to the *Client*.
  - .2 All insurance which the *Architect* is required to obtain shall be with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the *Client*.
  - .3 The *Architect* may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the *Client*.
  - .4 The *Client* from time to time may require the *Architect* to obtain insurance in addition to the insurance stipulated in accordance with this Agreement, then the *Architect* will do so, and the additional expense of such insurance shall be borne by the *Client*.
- 7.8 The *Architect*, during the term of this agreement, shall provide, maintain and pay for the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the *Client*:
1. Professional Errors and Omissions Liability Insurance protecting the *Architect*, his insurable Sub-consultants and their respective servant(s), agent(s), or employee(s) against any loss or damage arising out of the professional services rendered by the *Architect*, his insurable Sub-Consultants and their respective servant(s), agent(s) or employee(s) under this Contract. Such insurance shall be for an adequate amount acceptable to the *Client* and shall in any event be not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per term with a deductible not exceeding \$50,000 per claim.  
  
The *Architect's* Sub-Consultants shall maintain insurance a minimum amount of \$1,000,000.00 Errors and Omissions Insurance.
  - .2 Automobile Liability insurance on all licensed vehicles owned by or leased to the *Architect*, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the *Architect*, its Sub-Consultant(s) and their respective servant(s), agent(s), or employee(s) under this agreement. Such insurance shall be for an adequate amount acceptable to the *Client* and shall in any event be not less than two million dollars (\$2,000,000.00) inclusive of any one accident.

- .3 The *Architect* shall ascertain that all *Sub-Consultants* employed by the *Architect* carry insurance in the form and limits specified in paragraphs 7.8.1 and 7.8.2 above, and shall provide evidence of the policies upon *Client* request.
  - .4 All insurance described in paragraphs 7.8.1 and 7.8.2 above must:
    - .1 be primary; and
    - .2 not require the sharing of any loss by any insurer of the *Client*.
  - .5 If the *Client* is to insure against professional liability on a single *Project* basis for the *Architect* and all *Consultants*, the coverage referred to under paragraph 7.8.1 above is not required during the period that the single *Project* insurance is in force.
  - .6 The *Architect* shall provide evidence of insurance in the form of a completed Certificate of Insurance of all required insurance required policies upon written request.
  - .7 The *Architect* agrees that the amount of insurance coverage required to be acquired by it under the provisions of this Contract shall not be construed and shall in no manner limit or restrict the liability of the *Architect*.
- 7.9 The *Client* shall purchase and maintain for its own benefit, as well as for the benefit of the *Architect* and its *Sub-Consultants*:
- .1 Commercial General Liability Insurance protecting the *Client*, the *Architect*, his *Sub-consultants*, and their respective servant(s), agent(s) or employee(s) against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the *Architect*, his *Sub-consultants* and their respective servant(s), agent(s) or employee(s) under this Contract. Such Insurance shall be for an amount of Ten Million Dollars (\$10,000,000.00) inclusive of any one occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate per policy term. Such Insurance shall include standard form of cross-liability clause. The *Client*, the *Architect* and his *Sub-Consultants* shall observe and cause to be observed the terms, conditions and exclusions of such policy(s) and be responsible for any failure to do so. Completed operations coverage will be maintained by the *Client* for a period of not less than twenty-four (24) months after the performance of the work.
  - .2 All Risks Property coverage covering all property of every description to be used in the construction of the project including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the work while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit (with a limit of \$100,000) within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by the *Client*. The *Architect* and his *Sub-Consultants* shall observe and cause to be observed, the terms, conditions and exclusions of such policy(s) and be responsible for any failure to do so.
  - .3 In the event of loss, the *Architect* shall immediately notify the *Client* with full details of the incident. The *Architect* shall act in the best interests of the *Client* and any adjustment of the loss with Insurers and repairs shall be carried out subject to the instructions of the *Client*. The *Architect* shall be entitled to such reasonable extension of time for completion of his services as the *Client* may decide.
  - .4 Certificates evidencing such insurance may be obtained upon request to the *Client*.
  - .5 Any liability of the *Architect* under this *Contract* shall not be affected by the provisions of this GC7.

## 8. GC8 SUSPENSION AND TERMINATION

### Add the following:

- .13 In the event of termination by the *Client* due to the failure of the *Architect* to perform its services, the *Client* may recover costs additional to the remaining portion of the fee, if any, otherwise payable to the *Architect* as set forth in Article A10 of the Agreement which are incurred by the *Client* in engaging another *Architect*.

**9. GC9 LAW GOVERNING THIS AGREEMENT**

9.1 Delete entirely and,

Replace with:

.1 This Contract shall be construed, and the rights of the parties shall be governed and enforced, in accordance with the laws of British Columbia (without regard to any conflict of laws principles) and in accordance with any laws of Canada applicable therein. The parties irrevocably consent and agree that any legal action, suit, or proceeding arising out of or in any way in connection with this Contract, shall be instituted or brought in the Supreme Court of British Columbia, and by execution and delivery of this Contract, the parties irrevocably accept and submit to, for themselves and in respect of their respective property, generally and unconditionally, the exclusive jurisdiction of such court, and to all proceedings in such court. The parties further agree that final judgment against either of them in any such legal action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, within or outside Canada, by suit on the judgment in accordance with the rules and procedures of such other jurisdiction, and a certified copy of such final judgment shall be conclusive evidence of the fact and the amount of liability.

**10. GC11 EXTENT OF CONTRACT**

11.1 revise portion of sentence as follows:

"This contract represents the entire . . ." to read "This contract, including any *Request for Proposal* and Request for Qualifications documents, represents the entire . . ."

**11. GC12 PAYMENTS TO THE ARCHITECT**

12.5 add the following:

For percentage fee computed on the final *Construction Cost*, the *Architect* shall only be entitled to payment based on the approved *Construction Cost*, plus change orders which resulted solely from late changes to the *Client's* program of requirements, or in respect of site conditions which were not foreseen and reasonably ought not to have been foreseen by the *Architect*. Fees are not payable on change orders resulting from ambiguity in the *Construction Documents* or other errors or omissions of the *Architect*, as determined by the *Client*.

**12. GC13 DISPUTE RESOLUTION**

13.1 Delete entirely.

**13. Add the following:**

**GC15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

.1 Notwithstanding GC5 – COPYRIGHT AND USE OF DOCUMENTS, and for the purposes as set out under GC18 – CONFIDENTIALITY, all documents submitted to the *Client* will be considered in the custody or control of the *Client* and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c165.

**14. Add the following:**

**GC16 CONFIDENTIALITY**

.1 Subject to GC17 – FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, the *Architect* shall keep confidential all matters related to the performance of this contract, regardless of form (written, oral, visual or other), including but not limited to technical drawings and manuals, designs and concepts, data and surveys, layouts and schedules, all matters related to *Project* finances, personnel and suppliers, and all deliverables, commercial and legal issues relating to or arising out of the performance of the contract.

- .2 The *Architect* shall not divulge any information that has been given to him or acquired by him on a confidential basis in the course of carrying out his services as provided for herein, except to authorized employees, assignees, transferees or *Consultants* and other contractors who need to know and then only to the extent required to enable such persons to fulfil the obligations of the *Architect* under this contract.
- .3 No confidential information shall be used by the *Architect* on any other project or *Work* without the written consent of the *Client*.
- .4 The *Architect* shall not publish any statement, paper, photograph or document or hold any ceremony with respect to the *Work* performed under the contract without the prior written approval of the *Client*.
- .5 The limitations on the use and disclosure of the confidential information received shall not apply to information which (a) was known to, and disclosed by, the *Architect* before its receipt from the *Client*; or (b) was learned by the *Architect* from a third party entitled to disclose it, and disclosed by the *Architect* prior to its receipt from the *Client*; or (c) becomes known publicly other than through the *Architect*; or (d) is authorized in writing by the *Client* for disclosure; or (e) is required to be disclosed by law or by the order of any judicial, administrative, or similar body of competent jurisdiction, provided that the *Architect* promptly notifies the *Client* of the requirement and cooperates reasonably at the *Client's* expense, in preventing and minimizing the extent of disclosure.

15. **Add the following:**

**GC17 PERSONAL HARASSMENT**

- .1 In providing the services and at all times when the *Architect* or its designated representative is on the *Client's* premises, the *Architect* will comply with, and the *Architect* will ensure that its designated representative comply with, in their interactions with *Client's* personnel, the *Client's* Discrimination and Harassment Policy. Violation of the Discrimination and Harassment Policy shall be considered to be a breach of this Contract. If after investigation in accordance with the Discrimination and Harassment Policy it is determined that a representative of *Architect* has violated the Discrimination and Harassment Policy the contract may be cancelled by the *Client* in accordance with GC8 Suspension and Termination. The Discrimination and Harassment Policy is available at:  
[http://www.uvic.ca/shared/shared\\_usecdocs/policies/GV0205\\_1150\\_.pdf](http://www.uvic.ca/shared/shared_usecdocs/policies/GV0205_1150_.pdf).

**Schedule 'B'**

***Client's* Responsibilities**

## Schedule 'B'- *Client's* Responsibilities

This schedule must be affixed to the Canadian Standard Form of Contract for Architectural Services Document Six, 2006. The responsibilities listed herein are further to the services described in Article A8, as applicable, of the Agreement Form.

Note: All terms which are defined and which are used throughout this document appear in *italicized* text beginning with a CAPITAL letter.

### *Client's* Responsibilities for Design-Bid-Build *Project* Delivery

The *Client* Responsibilities listed by phase below, apply to the traditional five phases of a *Project* that is delivered under a typical "design-bid-build" method of *Project* delivery.

#### 1. INFORMATION TO BE SUPPLIED BY THE CLIENT

The *Client* shall furnish the information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys reports and services, whether arranged by the *Client* or, with the *Client's* express approval, by the *Architect*, shall be considered direct contracts with the *Client* unless explicitly provided otherwise.

##### Services and Information

The *Client* shall furnish services, materials and information following appointment as applicable for the *Project*, including:

- University design and building technical standards, guidelines and manuals

##### Site Information

The *Client* shall furnish information, surveys, reports and services as set out below, including:

- Legal site location including municipal address and legal description
- Topographic and legal survey describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths
- Geotechnical, subsurface investigation and soils reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests
- Utility information
- Covenants and restrictions on property
- Environmental audit
- *Toxic and Hazardous Materials* report consisting of a list of and evaluation of *Toxic and Hazardous Materials* present at the place of the work, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, air and water pollution tests, tests for toxic and hazardous substances and materials, with reports and appropriate professional recommendations

##### Services and Reports from Specialist *Consultants*

- Appropriate professional recommendations of specialist *Consultants* when reasonably required by the *Architect*
- Structural, mechanical, chemical and other laboratory and environmental tests, inspections, laboratory and field tests and reports as reasonably required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the *Construction Documents*
- Inspection and testing services as required by authorities having jurisdiction, the *Construction Documents*, or when otherwise reasonably required by the *Architect* or the *Architect's Consultants*

##### Additional information, including:

- Proposed *Project* milestone dates (subject to adjustment based on external factors beyond the control of the *Architect* such as municipal approvals, market conditions etc. as applicable to the *Project*)

## 2. **CONSULTANTS**

Further to Article A9, the *Client* shall engage *Consultants* as follows:

- All legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the Contractor's applications for payment or to ascertain how or for what purpose the Contractor uses the monies paid by or on behalf of the *Client*

## **Schedule 'C'**

### **Schedule of Architect's Services**

## Schedule 'C'- Schedule of *Architect's* Services

This schedule must be affixed to the Canadian Standard Form of Contract for Architectural Services Document Six, 2006. The services listed herein are further to the services described in Article A7, as applicable, of the Agreement Form.

Note: All terms which are defined and which are used throughout this document appear in *italicized* text beginning with a CAPITAL letter.

### **Architect's Services for Design-Bid-Build *Project* Delivery**

The services listed in this document comprise the integrated set of professionally endorsed services applicable to a typical five-phase "design-bid-build" method of *Project* delivery. The services described are consistent with industry standard construction contracts and provincial/territorial regulations governing the practice of architecture.

Items described in this Schedule as Optional Services or *Additional Services* are not included in the *Architect's* basic services unless so identified and required as a base service in the *Request for Proposals*.

#### **1 GENERAL REQUIREMENTS**

The *Architect* shall:

- 1.1 work in unison with the University's Project Officer for successful delivery of the *Project* for the *Client*;
- 1.2 consider and provide necessary services to attain Power Smart (PS), green building / sustainability approaches, and energy efficiency and environmental features of the LEED Green Building Rating System, in accordance with the University Sustainability Action Plan and *Client* desired sustainability objectives, and where such features provide an acceptable investment and economic return to the *Client*. The *Architect* shall be responsible for necessary witnessing, commissioning of building systems performance to LEED and PS standards, review of building materials for program compliance, preparation and submission of applications, and documentation and management of the process to obtain final certification.
- 1.3 comply with all University policies and procedures, including:
  - .1 Parking guidelines,
  - .2 Occupational Health and Safety Policy,
  - .3 Discrimination and Harassment Policy,
  - .4 Violence and Threatening Behaviour Policy, and
  - .5 University Smoking Policy.
- 1.4 attend design presentation, co-ordination and construction site meetings as required and when so requested by the *Client*;
- 1.5 coordinate services, meeting attendance and *General Review / Field Review* services of *Consultants* as required through development of the design and construction of the *Project*;
- 1.6 provide the *Client* with three (3) formal submission sets of printed documents forming a comprehensive package of drawings, specifications and supporting design information at the end of the following phases of *Project* development:
  - .1 Design Development Phase,
  - .2 Construction Documents Phase at ninety-nine percent (99%) complete Construction Documents, and
  - .3 Receipt of bids or negotiation of proposals;
- 1.7 at the end of each phase of *Project* development, meet with the *Client* and all *Consultants* for a comprehensive review of the formal submission package, the *Estimate of Probable Construction Cost* and schedule;
- 1.8 obtain *Client* approval in writing before proceeding to the next phase;

## 2 SCHEMATIC DESIGN PHASE

The *Architect* shall:

- 2.1 review the program of requirements and base information furnished by the *Client*, and carry out a site trip with the *Consultants* to review the characteristics of the site;
- 2.2 confirm that all necessary design documentation required for this project is available, and that all information is still current and up-to-date;
- 2.3 review and comment on the *Client's Construction Budget* in relation to the *Client's* program of requirements;
- 2.4 review with the *Client* alternative approaches to the design of the *Project* and the types of construction contracts;
- 2.5 provide input to the budget, schedule and risk analysis;
- 2.6 determine and outline a quality management process for the *Consultant* team;
- 2.7 review applicable statutes, regulations, codes and by-laws and where necessary review the same with all necessary authorities having jurisdiction;
- 2.8 lead and assist the *Client* in obtaining all necessary approvals of authorities having jurisdiction, and make application with necessary submissions and attendance at meetings for zoning changes and variances (e.g. Committee of Adjustment), where applicable to the *Project*;
- 2.9 work with the *Cost Consultant* in the preparation and submission of an *Estimate of Probable Construction Cost* based on current area or volume unit costs;
- 2.10 in the event that the *Project* includes alterations to or renovations of an existing structure, confirm its construction, layout, measurements, systems and equipment, are substantially as shown on the drawings and information provided by the *Client*;
- 2.11 ascertain the availability of services and utility lines both public and private, above and below grade, including locations inverts and depths;
- 2.12 advise and provide recommendations on the *Construction Budget* and schedule modifications, and assist with the outline of risk implications and mitigation strategies;
- 2.13 based on the *Client's* program of requirements, prepare spatial relationship diagrams, and basic area calculations and analysis for review with the *Client*;
- 2.14 explore three (3) equally developed architectural design solutions, for comparison of approaches and design philosophy, analysis against project requirements and selection of a design direction for preparation of a final design concept;
- 2.15 present Schematic Design solutions in sketch format (black line, to scale), fully integrated and supported with engineering concepts for the structure, mechanical and electrical, etc., along with massing model studies and/or perspective sketches, site photographs and narrative description in order to best illustrate to the *Client* the options and appropriateness of the design solutions;
- 2.16 identify the preferred Schematic Design solution. The *Client* will determine and advise the *Architect* on which option is to be further developed;
- 2.17 based on the mutually agreed upon program of requirements, schedule and *Construction Budget*, prepare a Schematic Design submission for the *Client's* review and approval. Final schematic design documents to fully illustrate the scale and character of the *Project* and how the parts of the *Project* functionally relate to each other;

### Optional Services in Schematic Design Phase

*Additional Services* that may be requested by the *Client*, provided on an hourly rate fee basis, may include:

- Where planning and base drawings, and other information provided by the *Client* prove to be in error, the *Architect*, upon authorization by the *Client*, shall provide *Additional Services* as necessary to correct deficient information
- Environmental studies and submissions
- Assistance in obtaining Special Studies such as future facilities, environmental impact assessments, etc.
- Preparation of special promotional presentations or submissions

## 3 DESIGN DEVELOPMENT PHASE

Based on the *Client* approved schematic design documents and *Estimate of Probable Construction Cost*, the *Architect* shall:

- 3.1 on behalf of the *Client*, arrange for and review geotechnical or soils engineering reports as applicable to suit the site and scope of the *Project*;

- 3.2 review all available site surveys and legal surveys, and request other surveys as may be necessary for the design of the *Project*;
- 3.3 continue to review applicable statutes, regulations, codes and by-laws as the design of the *Project* is developed;
- 3.4 work with the *Project Manager* providing input to the *Project Budget*, schedule and risk analysis;
- 3.5 obtain on behalf and with the *Client* approval of authorities having jurisdiction, if applicable;
- 3.6 prepare for the *Client's* review and approval a Design Development Report submission consisting of computer generated drawings and other documents appropriate to the size of the *Project* to fix and describe the entire *Project* as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- 3.7 provide drawings in size and format as required for a Development Permit application, in both hardcopy and digital format on compact disc;
- 3.8 review, with the *Client*, *Project Manager*, *Consultants* and *Cost Consultant*, the *Estimate of Probable Construction Cost* as prepared by the *Cost Consultant* at the completion of the design development phase. The accepted *Estimate of Probable Construction Cost* shall become the *Construction Budget* as defined under GC3 – *Construction Budget* and *Construction Costs*. The *Architect* shall submit to the *Client* written acceptance of the *Construction Budget* from the respective consulting architectural, engineering and any other special consulting firms. The *Architect* shall use best efforts to design the *Project* within the limitations of the *Construction Budget* as stated under GC3 – *Construction Budget* and *Construction Costs*; and
- 3.9 provide the *Client* with three (3) identical Design Development Report packages for review and acceptance.

**Optional Services in Design Development Phase**

*Additional Services* that may be requested by the *Client*, provided on an hourly rate fee basis, may include:

- Preparation of models, additional perspective renderings, or computer or video presentations
- Assistance in obtaining Special Studies such as future facilities, environmental impact assessments, etc.

## 4 CONSTRUCTION DOCUMENTS PHASE

Based on the *Client* approved design development documents and the *Estimate of Probable Construction Cost*, the *Architect* shall:

- 4.1 prepare for the *Client's* review and approval, *Construction Documents* consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project* including drawings indicating the layout of the interior of the building, the location of built-ins, basic furniture and equipment;
- 4.2 prepare drawings in the Metric system of measurement, unless authorized otherwise for renovations to existing Imperial-based structures;
- 4.3 obtain instructions from and advise the *Client* on the preparation of the necessary bidding information, bidding forms, conditions of the contract and the form of contract between the *Client* and the Contractor, and review and consult on the *Client's* proposed forms and contracts for the purposes mentioned in this clause;
- 4.4 review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction in order that the *Client* may apply for and obtain the consents, approvals, licenses and permits necessary for the *Project*;
- 4.5 prepare a final code review;
- 4.6 prepare for the *Client's* review and acceptance, a comprehensive *Construction Document* submission at 99% stage of completion consisting of computer generated drawings and other documents appropriate to the size of the *Project* to detail the entire *Project* as to architectural, fully coordinated with structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. Submission to include:
  - Site plan, including scope of all site development, grades/contours, site servicing, parking, easements, setbacks and landscape
  - Detailed building code analysis
  - Architectural floor plans with details and dimensions, room and door numbers, major equipment,
  - Exterior elevations, building sections, wall sections and details
  - Reflected ceiling plans with lighting and mechanical layouts
  - Interior elevations, built-ins
  - Structural systems layouts, sections, details

- Mechanical systems layouts, fire protection, ventilation, plumbing, heating, schematic diagrams
  - Electrical systems layouts, fire alarms, lighting, telephone and data systems, building security and communications
  - Work of Special Consultants
  - Special details and descriptions as required by the Cost Consultant
  - Project Manual (specifications) in 8.5" x 11" booklet format;
- 4.7 advise the *Client* of any adjustments to the *Estimate of Probable Construction Cost*, including adjustments indicated by changes in requirements and general market conditions, cost estimates to be checked at ninety-nine percent (99%) completion for pre-tender *Project Budget* confirmation;
- 4.8 provide the *Client* with three (3) complete sets of each of the ninety-nine percent (99%) complete *Construction Document* submissions, and provide the *Client* written response to all review comments and incorporate necessary revisions into the documents;
- 4.9 seal all finalized drawings issued, with the seal of the *Architect* and respective *Consultant*;
- 4.10 provide and coordinate Letters of Assurance as applicable;
- 4.11 coordinate, prepare and submit application for development and building permits on behalf of the *Client*. Pay all necessary deposits and submit proof of payment to the *Client* for reimbursement;
- 4.12 provide the *Client* with one complete reproducible set and digital copy on compact disc(s) of the one hundred percent (100%) complete *Construction Document* drawings and specifications for printing for tender;

## 5 CONSTRUCTION PROCUREMENT PHASE

Following the *Client's* approval of the *Construction Documents* and the latest *Estimate of Probable Construction Cost*, the *Architect* shall:

- 5.1 assist and advise the *Client* with pre-qualification of bidders as applicable, including preparation of parameters, rating criteria, analysis and handling inquiries;
- 5.2 prepare documentation for alternative, unit, separate and itemized prices;
- 5.3 utilize the *Client's* standard tender forms, contracts and template documents;
- 5.4 assist and advise the *Client* in obtaining bids or negotiated proposals;
- 5.5 assist with the issue of bid documents;
- 5.6 prepare and coordinate addenda as applicable;
- 5.7 seal all supplementary drawings issued, with the seal of the *Architect* and respective *Consultant*;
- 5.8 attend, along with all Sub-Consultants, a bidder's site tour and prepare resultant addenda information for issuance of technical information and answer of questions raised during the review;
- 5.9 analyze bids or negotiated proposals; and
- 5.10 assist and advise the *Client* with *Construction Contract* negotiations, awarding of the contract, and assistance in preparing contract documents for construction.

### Optional Services in Construction Procurement Phase

*Additional Services* that may be requested by the *Client*, provided on an hourly rate fee basis, may include:

- Issuing bid documents
- Issuing multiple bid documents
- Preparation of *Construction Contract(s)*
- Revision of documents to incorporate addenda

## 6 CONSTRUCTION PHASE - CONTRACT ADMINISTRATION

During the construction phase - contract administration, the *Architect* shall:

### General Review / Field Review Services

- 6.1 be a representative of the *Client*;
- 6.2 advise and consult with the *Client*;
- 6.3 utilize the *Client's* standard tender forms, contracts and template documents;
- 6.4 have the authority to act on the *Client's* behalf to the extent provided in this *Contract* and the *Construction Documents*;
- 6.5 have access to the *Work* at all times wherever it is in preparation or progress;
- 6.6 forward all instructions from the *Client* to the Contractor;

- 6.7 receive, review and forward to the *Client* with comments, the Contractor's proof of Workers' Compensation certificates, bonds and insurance policy documentation;
- 6.8 receive and process Requests for Information (RFI's) as received from the Contractor;
- 6.9 carry out and coordinate as applicable the *General Review / Field Review* of the *Work*;
- 6.10 examine, evaluate and report to the *Client* upon representative samples of the *Work*;
- 6.11 keep the *Client* informed of the progress and quality of the *Work*, and report to the *Client* defects and deficiencies in the *Work* observed during the course of the *Field Reviews*. Ascertain that the progress and execution of the *Work*, and its quality and workmanship generally comply with relevant terms and conditions of the *Construction Documents*, and use best efforts to guard the *Client* against defects and deficiencies in the *Work*;
- 6.12 in the first instance, interpret the requirements of the *Construction Documents* and make findings as to the performance there under by both the *Client* and Contractor;
- 6.13 render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the *Client* or the Contractor;
- 6.14 render written findings within a reasonable time, on all claims, disputes and other matters in question between the *Client* and the Contractor relating to the execution or performance of the *Work* or the interpretation of the *Construction Documents*;
- 6.15 render interpretations and findings consistent with the intent of and reasonably inferable from the *Construction Documents*; showing partiality to neither the *Client* nor the Contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- 6.16 have the authority to reject work which does not conform to the *Construction Documents*, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the *Construction Documents*, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- 6.17 review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the *Work* as provided in the *Construction Documents*;
- 6.18 employ such periodic selective sampling procedures at the *Project* site as is necessary to ascertain general compliance by the Contractor with the *Construction Documents*;
- 6.19 assist with the preparation of change orders and change directives for the *Client's* approval and signature in accordance with the *Construction Documents*; advise the *Client* on the appropriateness and validity of change order requests; review and advise on reasonableness of Contractor's change order pricing; sign off on change order forms;
- 6.20 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the *Construction Documents*, when these do not involve an adjustment in the contract price or an extension of the contract time;
- 6.21 furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Architect* and the Contractor;
- 6.22 provide *General Review / Field Review* of the *Work* for preparation of deficiency lists by all disciplines, and monitor and site confirm the Contractor's completion of corrections;
- 6.23 coordinate *Commissioning* process. Witness all performance tests, and verify and document the results to ensure that full-service *Commissioning* is successfully carried out, including performance tests of all systems and components, repeating them as necessary, until all systems and components are totally functional in accordance with the *Construction Documents*. Receive reports from the Contractor and confirm that all systems have been properly tested, verified, and balanced;
- 6.24 verify that all training and operating systems demonstrations have been properly conducted and completed prior to occupancy;
- 6.25 provide and coordinate all necessary Letters of Assurance (without modification or qualification) as applicable;
- 6.26 determine and certify the date of *Substantial Performance of the Work*;
- 6.27 receive from the Contractor and forward to the *Client* for the *Client's* review the written warranties and related documents;
- 6.28 review completed operations and maintenance manuals as provided by the Contractor, and advise the *Client* as to their acceptability; deliver two complete binder sets to the *Client*. Produce, or specify the Contractor product to the *Architect's* and *Client's* satisfaction, operation and maintenance manuals in digital PDF format; deliver two (2) complete copies of compact disc(s) to the *Client*;

- 6.29 receive and review Contractor's as-built drawings, and advise the *Client* as to their acceptability. Produce two complete reproducible sets of "As-Built Record Drawings", and two identical sets in AutoCAD format on compact disc(s) incorporating all the changes to the *Work* by all disciplines as authorized during construction, and supply the documents to the *Client* at the commencement of the warranty period. The *Architect* does not guarantee the accuracy of the information provided by the Contractor as to changes made in the field up until the time of *Substantial Performance of the Work*; however, in preparing the record drawings, the *Architect* shall take all reasonable precautions to ascertain that the drawings are a reasonable and accurate representation of the as-built condition;

**Certification of Payment**

- 6.30 act as Payment Certifier for the purposes of the Builders Lien Act legislation in respect to amounts due to the Contractor under the *Contract*, and issue Certificate of Completion and Notice of Certificate of Completion as applicable, upon application therefore by the Contractor, when the *Architect* has determined that the *Work* and the requirements of the *Contract* have been satisfied and performed and *Substantial Performance of the Work* has been achieved. The Contractor acting alone shall be the Payment Certifier for any amounts due to any Sub-Contractor as defined under the Lien legislation;
- 6.31 determine the amounts owing to the Contractor under the contract based on the *Architect's* observations and evaluation of the Contractor's application(s) for payment;
- 6.32 issue certificates for payment in the value proportionate to the amount of the contract and the Contractor's schedule of values, of work performed and products delivered to the place of the work; and
- 6.33 verify the validity of the Contractor's application for final payment and issue a certificate of final payment.

**Optional Services in Construction Contract Administration Phase**

*Additional Services* that may be requested by the *Client*, provided on an hourly rate fee basis, may include:

- Full time on-site *Project* representation
- Early or phased release of holdback and/or multiple warranty periods
- Additional site trips and *Field Reviews* / *General Reviews* caused by the Contractor due to incomplete correction of deficiencies in the *Work* during *Substantial Performance of the Work* and / or at *Project* completion

**7 POST-CONSTRUCTION PHASE**

Following completion of construction and during the warranty period, the *Architect* shall:

- 7.1 monitor and issue on behalf of the *Client* the necessary instructions to the Contractor if work is required to correct defects or deficiencies;
- 7.2 review components and systems of the *Work* as identified by the *Client* to be malfunctioning, defective, incorrectly installed or otherwise not demonstrating the required performance, and notify the Contractor to attend to and satisfactorily remedy repair, or replace same as required;
- 7.3 carry out follow-up *Field Reviews* of non-performing components and systems to ascertain satisfactory remedy, and required performance is demonstrated. Take appropriate further action if deemed necessary;
- 7.4 30 to 60 days prior to the end of the period of one year following the date of *Substantial Performance of the Work*, review the *Work* with the *Client* and Contractor noting any defects or deficiencies which have been observed and reported during that period, and notify the Contractor in writing of those items requiring attention by the Contractor to complete the *Work* in accordance with the contract;
- 7.5 provide one follow-up *Field Review* to confirm all final warranty issues are corrected; and
- 7.6 participate in client requested half-day meeting at the University as part of a post-occupancy evaluation process.

**Optional Services in Post-Construction Phase**

*Additional Services* that may be requested by the *Client*, provided on an hourly rate fee basis, may include:

- Post-construction services to the *Project* in excess of those that could reasonably have been anticipated, and for reasons outside of the *Architect's* control, then upon so apprising the *Client* and receiving the *Client's* prior written approval, the *Architect* shall supply such necessary post-construction services to the *Project* as *Additional Services*.

## Other Optional Services

Items described below are not included in the *Architect's* basic services unless so identified and requested as a base service in the *Request for Proposals* or appended to this Agreement as a Schedule. These other optional *Additional Services* may be requested by the *Client* and provided by the *Architect* in accordance with Article A10 of the Agreement:

### **Pre-Design Services**

- Feasibility Studies
- Functional Programming
- Landscape Surveys
- Marketing Research
- Master Planning
- Organizational Development and Preparation of Strategic Plans
- Preparation of As-found or Measured Drawings
- Preparation of Documents for Site Plan Agreement
- *Project* Budgeting
- *Project* Financing
- Requests for Proposals - analysis and preparation
- Services for Rezoning
- Site Selection Analysis
- Study of Off-Site Utilities
- Survey of Existing Facilities / Building Audit
- Traffic and Parking Studies

### **Design and Contract Administration Services**

- Acoustical Design and Testing
- Computer Analysis and Mock-ups
- Fire Protection Services
- Life Cycle Cost Analysis
- Security System Design

### **Project Administration and Construction Management Services**

- Detailed Cost Estimates and Quantity Surveys
- Full-time *Project* Representation
- Life Cycle Cost Analysis
- *Owner's* Advisor for a Design-Build *Project*
- *Owner*-supplied Data Coordination
- *Project* Accounting
- *Project* Administration
- *Project* Scheduling
- Web-Based *Project* Management Services

### **Post-Construction Services**

- Building Maintenance
- Facility Management
- Maintenance and Operating Programming
- Tenant Improvements

### **Alternative Dispute Resolution**

- Arbitration
- Mediation

### **Architectural Conservation**

- Conservation Reports
- Heritage Conservation District Studies
- Historic Building Documentation
- Special Material and Product Research, Specifications and Procurement

### **Expert Witness**

- Preparation and Testimony at Court or Mediation or Arbitration Hearing
- Professional Opinion

**Documentation Services**

- Aerial Site Photography
- Architectural Photography of Completed Building or Site
- Computer Database
- Electronic Communication and Distribution
- Inventories of Equipment, Materials and Furnishings
- Preparation of Measured Drawing and As-Found Drawings
- Video Camera Site Monitoring with Internet Distribution
- Videotaping

**Environmental Services**

- Application of Rating and Labelling Systems to Architectural Projects
- Coordination of Environmental Surveys of Existing Buildings or Sites
- Environmental Assessment
- Life Cycle Assessment
- Life Cycle Cost Analysis
- Energy Analysis

**Interior Design and Design Services**

- Adaptation of Mechanical and Electrical Systems to Tenant Requirements
- Coordination of Delivery and Installation of Furniture and Equipment
- Custom Furnishing Design
- Design of Interior Signage
- Documentation of Requirements and Procurement of Graphics Work
- *Field Review/General Review*, Construction Administration for Furnishings
- Furniture and Equipment Selection and Layout
- Furniture and Finishing Specifications
- Graphic Design
- Preparation of Requirements for Furniture and Equipment
- Procurement Procedures for Purchasing Furniture or Equipment
- Selection of Furnishings Materials, Finishes and Colours
- Selection or Acquisition of Fine Arts or Crafts
- Space Planning
- Tenant-related Services

**Promotion and Public Relations**

- 3-D Computer Presentations and Simulations
- Special Computer Presentations
- Condominium Documentation
- Preparation of Leasing Materials
- Preparation of Models
- Preparation of Press Releases
- Preparation of Promotional Brochures
- Preparation of Renderings for Purposes of Advertising
- Presentations at Public Meetings

**Specialist Expertise**

- Enhanced Building Envelope Services (Refer to AIBC Bulletin No. 34)
- Basic Services for the Market Multiple Residential Services (Refer to AIBC Bulletin No. 55.)
- *Owner's Advisor on Design-Build Project*
- Translation Services

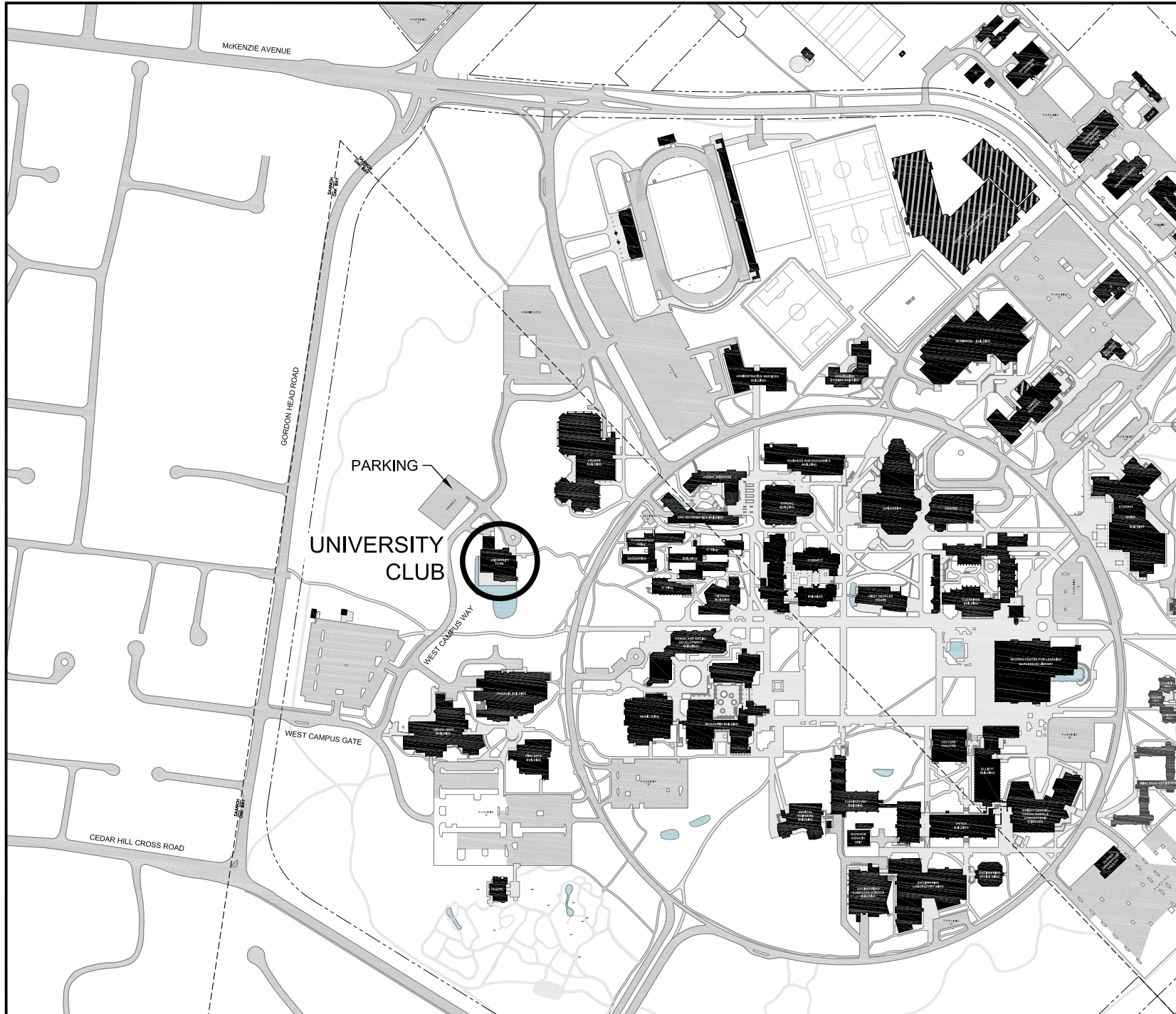
**Urban Design**

- Design Reports
- Streetscape Design
- Drafting of Zoning By-laws and Regulations
- Subdivision Architectural Control
- Transportation Studies

## **APPENDIX 3**

### **Partial Map of the University of Victoria Gordon Head Campus Showing the University Club Building**





**University  
of Victoria**

**Facilities Management**

Notes:

Title:

**UNIVERSITY CLUB  
BUILDING ENVELOPE  
RENEWAL  
LOCATION PLAN**

Date: **2011-12-21**

Scale: **1:6000**

Drawn By: **CM**

Project Number: **11-00252**

Drawing No. **1 OF 1**