



REQUEST FOR PROPOSAL

RFP- S2008-1908

November 12, 2008

**Architectural Consulting Services
for the Design and Construction of the**

University Hall Exterior Rehabilitation Project

Phase 1

at the University of Lethbridge

**4401 University Drive
Lethbridge, Alberta
Canada T1K 3M4**

Key Dates:

RFP Closing Date:	2:00 P.M. MST December 5, 2008
Anticipated Award Date:	December 12, 2008

Please submit *Receipt Confirmation Form* immediately (*See Schedule D*)

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1. Project Summary

- 1.1. The University of Lethbridge, hereafter referred to as the *Owner* or the *University*, invites architectural firms and their proposed teams to submit proposals to provide architectural services for the design and construction of the exterior rehabilitation of University Hall. Recognized as a significant work of architecture in Canada and internationally, the selected design team shall provide solutions which respond to the current project requirements of the University as well as compliment and preserve the integrity of Arthur Erickson's original design of University Hall.
- 1.2. The project intends to commence phase one in a significant rehabilitation to specific areas of the building envelope and exterior architectural landscape elements. Phase one includes reconstruction of the east elevation stairs, planters and patios as well as a remediation of the breezeway soffit. As the University has just celebrated its 40th anniversary, the project is a timely and appropriate rehabilitation of the building since its visionary inauguration in 1969.
- 1.3. The project also follows from a number of voluntary measures to reassess the current life safety and code compliancy of this building. An in-depth analysis is currently being undertaken by *Senez Reed Calder Fire Engineering Inc.* and is expected to be completed by the end of this year. This analysis will be made available to the consultant selected for this project and it is probable that their report will acknowledge a number of related exterior deficiencies such as the existing condition of egress routes in regard to the exterior stairs, guardrails and minimum lighting levels (normal and emergency). It is also probably their report will acknowledge existing deficiencies within the building envelope in terms of building compartmentalization and strategies to control the spread of fire which may influence the design of the breezeway soffit replacement.
- 1.4. Consulting services are required for the various phases of schematic design, design development, the completion of construction and tender documents, the supervision of the tendering process, construction phase and on-going contract administration. It is expected that the consultant will meet the proposed deadline stages and provide a professional standard of care during all phases of administration.

The project schedule calls for a four stage process in two phases:

Phase I

Stage I	Schematic Design	February 27, 2009 (8 weeks)
Stage II	Design Development (subject to Board and Facilities Steering Committee approval)	April 10, 2009 (6 weeks)
Stage III	Construction Documents/Tender (subject to Board and Facilities Steering Committee approval)	June 5, 2009 (8 weeks)

Phase II

Stage IV	Construction of the Rehabilitation (subject to Board and Facilities Steering Committee approval)	July 13, 2009 to April 2010
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Cost estimates are to be provided after the first 3 stages of the project (see section 3.1.5 and 4.4). This will include a reliable (Class A) cost estimate at the 95% construction

document stage which shall be submitted to the University no later than May 29, 2009. It is anticipated the actual tender date will follow in mid-June, 2009.

- 1.5. A document prepared by Cohos Evamy in 2006 entitled *University of Lethbridge Provision of Landscape Architecture Services for the Replacement or Rehabilitation of University Hall Retaining Walls, Stairs and Planters* provided analysis and a documented recommendation of design priorities and direction. The University also procured other consulting services which included a structural analysis containing restoration options for University Hall's east patio. These studies and reports, as well as other supplemental drawings of the site and building are available at the following URL:

www.uleth.ca/pln/RFP-S2008-1908.htm

- 1.6. As environmental issues become increasingly important, the University has shown increased commitment to sustainable methodologies and building practices. Although the University is not considering LEED certification for this project, it would be viewed more advantageous for teams with experience in sustainable design to be assigned to the project team(s). Considerations specific to this project may include recycling or re-use strategies (ie. existing cladding material & concrete), construction waste management, utilizing materials with recycled content or xeriscaping strategies.
- 1.7. Included in the project scope of this RFP is the following exterior rehabilitation work (refer to supplemental drawings in Appendix D for more information):

1.6.1 East Elevation Retaining Walls, Planters, Stairs & Sidewalks

A document prepared in 2006 by Cohos Evamy entitled *University of Lethbridge Provision of Landscape Architecture Services for the Replacement or Rehabilitation of University Hall Retaining Walls, Stairs and Planters* indicates that all hard landscaping, including cast-in-place concrete stairs, sidewalks and planters around the entire perimeter of University Hall require significant repair or replacement due to a variety of environmental conditions and safety concerns related to settling, erosion, egress and comfort. This document should be referred to by the selected consultant and utilized as a recommendation to inform similar or alternate design solutions to be developed and discussed with the Facilities Steering Committee. An interim solution to repair portions of the north-west segment was already undertaken in 2007 in an attempt to remediate an area of greatest concern.

The following retaining wall, planter, stair and sidewalk areas are included in the rehabilitation scope of this RFP:

- 1.6.4.1 East elevation, north segment (north of the Breezeway)
- 1.6.4.2 East elevation, south segment (south of the Breezeway leading to Upper East Patio)
- 1.6.4.3 East elevation, south segment (south of the Upper and Lower Level 6 Patio and returning to the west at the south building elevation)

Design solutions for retaining wall, planter, stair and sidewalk areas should include a reassessment of the exterior lighting around the building on the south and east perimeter, or at least provide a servicing strategy for future re-

implementation. The ongoing life safety analysis for University Hall will include an investigation of existing exterior light levels in paths of egress which do not currently provide a minimum level of occupant safety.

1.6.2 East (Upper and Lower) Level 6 Patio and Stair Replacement

The level 6 east patio area and stepped terrace function as an outdoor extension of the building connecting occupants visually to the unique site of the coulee and river bottom landscape below. In addition to its function as a public space, the patio area is also the roof structure of the campus central plant. A structural analysis obtained in 2004 concluded that the roof membrane over the plant had failed in multiple locations and that the supporting concrete structure was being adversely affected by the effects of water intrusion. The concrete patio decking is also heavily deteriorated; showing significant signs of movement due to settlement in other areas. Minor suggested repairs have been implemented; however, the majority of the recommended work was never completed. The scope of this rehabilitation includes replacement of the patio deck and stepped areas complete with a new roofing membrane, insulation and a pre-cast concrete panel decking system. Roof areas should be designed for drainage and stepped areas being replaced should be adequately supported and reinforced.

Due to the nature of the building site, access to the east patio to facilitate construction of the work contained herein will require analysis. It is intended that an access route along the south side of the University Centre for the Arts (UCA) building and University Hall will be managed to minimize disruption to the natural condition of the coulee and eventually be converted into an appropriate pedestrian path at the close of construction.

1.6.3 Breezeway Soffit Replacement

Aging and prolonged exposure to the elements has caused increased deterioration to the expansive wood soffit of the breezeway. In addition, access to the elevated mechanical crawlspace above the soffit is limited and has resulted in a number of improvised access points where required. The envelope in this area of the building is also inadequately insulated and unprotected from air/vapour infiltration. As a result, mechanical piping runs in this space are subject to cold winter conditions which produce occasional pipe freezes and continued maintenance problems. The proposed scope of work entails removing and replacing the existing soffit system and providing a complete envelope solution that integrates access to the crawlspace, is structurally feasible and is respectful of the original design. As recommendations come forward in the life safety analysis, a new lighting strategy may be required to be integrated into the re-clad design of the breezeway soffit. Waste management of the existing cladding (or its potential re-use/recyclability) will also be a design consideration.

- 1.8.** The scope of the outlined rehabilitation work is subject to evaluation requirements and budget limitations. Items outlined above will be selected and prioritized by a University Steering Committee to proceed from the Design Development phase to the Construction Document phase and will make recommendations to senior administration who will give approval to proceed and incorporate all or part of this work into a single construction program for execution under a single contract.

2. Definitions

“Architect” or Consultant” is the person or entity identified as such in the Request For Proposal (includes all documents herein) who the Owner has selected to perform certain Work. The term Design Team means the Consultant(s) or the Consultant’s authorized representative(s).

“Bidder” or “proponent” is the individual, company, organization or other interested party that submits, or intends to submit, a proposal in response to this Request For Proposal (RFP).

“Contract” means the Agreement between Owner and Architect to provide the Services in accordance with the Contract Documents herein.

“Contract Documents” means all drawings, specifications, samples, models, terms and conditions, exhibits, schedules, addenda, amendments, instructions and requirements stated within this RFP and other related documents approved by the Owner.

“Contractor” is the person or entity that will perform subsequent Work which may be developed from the Consultant’s Work (Consultants Work is described in Section 3.0: Scope of Services). The Owner shall approve the selection of any Contractor or Sub-Contractor.

“Equipment” is the equipment and tools required to perform Services.

“Owner” or “Client” means the legal entity as specified herein, i.e. The University of Lethbridge, and may also be referred to as the University or the U of L.

“Proposal” or “Submission” or “bid” is a response provided by the bidder to the RFP.

“RFP” (Request For Proposal) is a request by the Owner for proposals in response to the documents contained herein.

“Remedial Work” means such Work, as the Consultant may be required to provide to correct deficiencies or defects in the Work.

“Scope of Services” includes but is not limited to, the requirements and instructions detailed within the RFP.

“Sub-Consultant” is the person or persons, firm or company contracted by the Consultant, with the approval of the Owner, to perform a portion of the Work.

“U of L” is the Owner. And may also be referred to as: The University of Lethbridge, The University, University, The U of L.

“Work” means the performance of all Work and the provision of all Services, Supervision, equipment, documents and materials necessary for the successful and safe completion of Work described in the Scope of Services. “Documents” shall include, but not be limited to, the electronic and non-electronic form of designs, plans, drawings, specifications, notes, calculations, and other related information created or revised for the purpose of this Work.

3. Scope of Services

The University of Lethbridge will select an architectural firm together with structural, mechanical, electrical and other relevant consultants, herein after referred to as the *Architect or Design Team*, to provide the full scope of services including, design, tender, construction and close out administration. The successful team shall be comprised of experienced personnel that have the capability, time and resources at their disposal to complete this project on time and within budget. The University requires that the architect not enter into an agreement with a mechanical or electrical consultant until there are further discussions with the University and the negotiation of the final contract.

3.1. General Requirements:

- 3.1.1.** Provide the services of Site Development, Schematic Design Documents, Design Development Services, Construction Document Services, Bidding or Negotiating Services and Construction-Contract Administration.
- 3.1.2.** Consult with the Owner to confirm the requirements of work with respect to the intent, space needs, budget constraints, time schedules, and compliance with the functional program. The consultant will design the building in consultation with, and subject to the approval of the Facilities Steering Committee, which may include representatives of the building's occupants and administrative staff by invitation.
- 3.1.3.** Submit a critical path schedule for the project design and construction services for approval by the Owner 14 days after the awarding of the commission and prior to signing of an agreement.
- 3.1.4.** Prepare the drawings and specifications for the various stages of the Work and provide the same to the Owner as the drawings and specifications for each contemplated stage of construction.
- 3.1.5.** Provide drawings, specification documents, and accurate and reliable cost estimates at the following stages of the project:
 - a. End of Schematic design stage
 - b. End of Design Development stage
 - c. At 95% completion of working drawings
- 3.1.6.** Provide final working drawings and as-built drawings delivered in AutoCAD™ electronic media files.
- 3.1.7.** The successful team will need to implement a project document management system to disseminate information and related materials to the University for the duration of the project. This may include access to an FTP site to share drawing information, etc.
- 3.1.8.** The Title (Ownership) to the Work, prepared by the Consultant(s), belongs to the University and shall be in the name of the University of Lethbridge and the University reserves the right to take title at anytime.

3.1.9. The Architect will be required to enter into an agreement with The University of Lethbridge. A *draft* version is appended in Appendix A.

3.1.10. Prepare and maintain a register of all risks (risk register) that could impact the project schedule and/or budget during any or all phases of the project. Include any action/strategy that is required to mitigate each risk, assigning contingency amounts, as necessary. It is the intent of the University to effectively manage all risks through good planning and coordination or by assigning contingencies to each of these risks, as necessary, rather than incorporating an overall contingency amount in the budget.

3.2. Schematic Design

3.2.1. Prepare a report for the Owner's consideration, including schematic design concepts consisting of drawings and other documents, to illustrate adequately, to the Owner's understanding, the various alternate schemes studied, the recommended solutions and the relationship of the new building mass to its surrounding context. The report shall include a statement of the estimated cost of work, endorsed by the owner's cost consultant, so as not to exceed the project budget. The schematic design will become part of the agreement and shall be adhered to by the Architect.

3.2.2. Consult with the Facilities Steering Committee, Facilities staff and relevant user groups to confirm the requirements.

3.2.3. In conjunction with the University, facilitate a stakeholder consultation process. Consult with the stakeholders to ensure all programming issues and concerns are addressed. Chair the stakeholder design and program meetings.

3.2.4. Inspect the site and take into consideration in the design of the project all existing site conditions, such as topography, drainage, availability of all utilities, parking, roads and landscaping.

3.2.5. Become familiar with applicable codes, regulations and restrictions of any authorities having jurisdiction, and other factors affecting the design of the project.

3.2.6. Review, in conjunction with University of Lethbridge staff, the existing campus infrastructure in the development area to determine the locations, capacities and potential expansion of the existing infrastructure.

3.2.7. In the event the schematic design cost estimate exceeds the budget the Architect will revise the project, scope and quality as required, in concurrence and as agreed to by the Client, to reduce the estimated cost and the Architect will, without additional charge, modify the scope and quality of the project and the drawings and specifications as necessary to comply with the budget.

3.2.8. Outline the measures that will be taken to ensure adequate quality of workmanship by the Contractor, such as testing, inspections, site visits, commissioning, etc.

- 3.2.9.** Propose a contracting strategy that would be the most appropriate for this project, in order to deliver the project on time and on budget. Outline the risks associated with the strategy.
- 3.2.10.** Outline the energy performance standards/targets that will be used for the project and energy saving strategies that will be incorporated into the project.

3.3. Design Development

- 3.3.1.** Prepare, for approval by the Owner, design development documents consisting of drawings, specifications and other documents appropriate to the size, including an approved estimate of construction costs of the project to fix and describe the size, character and phasing of the entire project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate.
- 3.3.2.** In the event the estimated cost exceeds the budget the Architect will revise the project, scope and quality as required, in concurrence with and as agreed to by the Client, to reduce the estimated cost and the Architect will, without additional charge, modify the scope and quality of the project and the drawings and specifications as necessary to comply with the budget.

3.4. Tender and Contractor Selection

- 3.4.1.** Prepare construction drawing specifications and tender documents for the complete project which will be reviewed by the University of Lethbridge. A statement of the estimated cost of the work at this stage is to be provided in conjunction with the drawings.
- 3.4.2.** The University will pre-qualify contractors or sub-contractors. The Architect will assist the University by developing the prequalifying criteria and shall evaluate the qualifications of those wishing to bid using the criteria established and determine whether or not the contractor or sub-contractor shall be approved.
- 3.4.3.** Coordinate the tender process.
- 3.4.4.** Review tenders submitted and advise the university during the contractor selection process.
- 3.4.5.** Assist in the preparation of the construction contract. Coordinate all contract documents prepared for the contractors.
- 3.4.6.** In the event the cost exceeds the budget the Architect will revise the project, scope and quality as required, in concurrence with and as agreed to by the Client, to reduce the estimated cost and the Architect will, without additional charge, modify the scope and quality of the project and the drawings and specifications as necessary to comply with the budget.

3.5. Construction

- 3.5.1.** The Architect and project team shall visit the place of the Work at intervals appropriate to the progress of construction to monitor the progress and quality of the Work and to determine if the Work is proceeding in general conformity with the Contract Documents.
- 3.5.2.** During construction, the Architect shall be a representative of the University. The project team will observe the work on a regular basis and will attend construction meetings on a bi-weekly or weekly basis, as determined between the University and the Architect, depending upon the demands of the project.
- 3.5.3.** The Architect shall keep the Owner informed of the progress and quality of the Work and shall report to both the Owner and to the Construction Firm any defects or deficiency in the Work that comes to the attention of the consultant whether through the site review process, sub-consultants or otherwise. The Architect shall provide progress reports monthly, or more frequently as required by the Owner.
- 3.5.4.** The Architect shall determine the amounts owing to the Construction Firm based on observations at the site and on evaluations of the applications for payment. Certificates for payment shall be issued as the Architect determines to be properly due pursuant to the provisions of the Contract, for Work performed and Products delivered to the place of Work as provided in the Contract Documents.
- 3.5.5.** The Architect will review submittals such as shop drawings, product data, and samples, for conformance with the design of the Work as indicated in the Contract Documents.

4. Project Organization

- 4.1.** The proposed project organization for the University Hall Exterior Rehabilitation Project is illustrated in Appendix C.
- 4.2.** The Facilities Steering Committee is comprised of five (5) representatives from the University.
- 4.3.** The Department of Facilities will assign a Project Manager to act on behalf of the University of Lethbridge. After selection of the Prime Consultant, the University wishes to work with the Prime Consultant in a mutually acceptable manner to select the electrical and mechanical sub-consultants who will be part of the Prime Consultant's team.
- 4.4.** The University will secure the services of a cost consultant to work with the selected team to prepare detailed cost estimates at appropriate stages in the design process. The University's contract with the cost consultant will be independent of, but parallel to, the contract with the selected architect.
- 4.5.** The University will secure the services of a geotechnical consultant to work with the selected team at appropriate stages in the design process. The University's contract with the geotechnical consultant will be independent of, but parallel to, the contract with the selected architect.

5. Response Requirements

Without in any way limiting respondents' freedom to respond, proposals should provide the following information:

- 5.1. Information that will enable the University to assess the architectural team's creative approach and general ability to design a distinctive building.
- 5.2. An outline of the methodology the Architect intends to employ in undertaking the commission, including the approach to planning, organizing and managing the project effort.
- 5.3. Comments on the University's schedules and timelines with a description of the capabilities and resources which the firm will make available to complete the work within the schedule.
- 5.4. A proposed critical path schedule.
- 5.5. Information that will enable the University to assess the architectural team's technical production and organization abilities to ensure competent engineering, excellent working drawings and tender documents, and subsequent trouble free execution by the contractors.
- 5.6. An Organizational Chart of the project team for the design phase that indicates communication flow and points of client contact. Be specific in indicating team members relationship to the architectural firm and their base office.
- 5.7. An Organizational Chart of the project team for the construction phase that indicates communication flow and points of client contact. Be specific in indicating team members relationship to the architectural firm and their base office.
- 5.8. A statement on the extent of direct leadership and participation of the firm's principals in the project.
- 5.9. An explanation of how the Architect proposes to handle the relationship with any associated architects or architectural firms chosen to be included on the design team and to work with offices and resources not located in Lethbridge.
- 5.10. Where the proposal is submitted by a joint venture partnership, an explanation of:
 - a. How the Joint Venture will be structured, and how it is proposed to proportion and support the risk and responsibilities by the individual companies.
 - b. Why this partnership was selected, and what advantages the University can expect from the partnership.
 - c. How the work will be shared between the offices and relate to the nominated personnel for each of the phases/functions.
- 5.11. Identify firms, individuals and/or sub consultants, included on the design team, including the landscape architect, primary in-house production staff and construction

administration personnel. Indicate on the attached forms (Schedules A-1, A-2 ...) the roles and responsibilities for **each** discipline and **each** team member for **all** phases of the project, i.e. if there is a transition in personnel among phases. Indicate the experience and track record of each in comparable projects and the extent of your prior working relationship with the respective firms.

- 5.12. Include brief project profiles for relevant projects, to include the size, type, and cost of the project and also the specific role played by the firm. A list of references complete with the names of key client decision makers on projects of similar nature and magnitude for which the Prime Architect and/or associates have provided prime design and production architect services. References must include contact name, address, phone number, and email address.
- 5.13. A list and description of the data and information required from the University at the outset of the work to enable effective commencement of the work.
- 5.14. A statement of the proposed method of compensation and a total cost for the services to be provided, including an estimate for disbursements.
- 5.15. Any other comments or information relevant to the University Hall Exterior Rehabilitation project.
- 5.16. Verification of the firm's professional liability insurance coverage.
- 5.17. Completion of the proposal form on Schedule C-2.

6. General Conditions and Instructions

All prospective bidders are urged to conduct their own investigations. The University of Lethbridge shall not be held liable or accountable for any error or omission in any part of this RFP. A site tour can be arranged, if deemed necessary, by contacting Gene Lublinkhof, Project Manager, Capital Projects, at 403-380-1869.

- 6.1. The University of Lethbridge reserves the right to reject submissions, which in its opinion are clearly non viable from an implementation, operational, environmental, scheduling, technological or financial point of view.
- 6.2. The University of Lethbridge may, at its discretion, cancel or postpone this RFP, or any contract that could arise from this RFP, as a result of receiving a single response/submission.
- 6.3. Any revisions or changes to this RFP will be issued to all short listed firms no later than **three (3)** days prior to Closing Date.
- 6.4. The short listed firms shall agree that the terms and conditions and all documents forming this RFP constitute and govern the entire agreement, for the Work herein, between bidder and the U of L superceding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, contracts, whether written or oral between the Bidder and the U of L.

- 6.5. The University of Lethbridge reserves the right to negotiate any contract final terms and conditions with a single bidder without reference to other bidders or submissions.
- 6.6. All documents submitted to the U of L as a result of this RFP become the property of the U of L and as such, shall be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act of Alberta. Making the entire submission proprietary or confidential shall be neither accepted nor honored. Bidders shall identify which portion(s) of their submission is confidential and what harm could reasonably be expected from disclosure of those portions.
- 6.7. The University of Lethbridge reserves the right to require further information, reject any or all proposals, and to waive irregularities and formalities at its discretion.
- 6.8. Bidders shall not change or amend their Proposal in any way after the closing date unless requested by The University of Lethbridge for the purpose of clarification.
- 6.9. Submissions that are unsigned, incomplete, improperly executed, illegible, obscure conditional, or that alter this RFP, contain errors, or in any way fail to conform to the requirements of the RFP document may be rejected.
- 6.10. Five (5) copies of the Proposal are to be submitted in a sealed envelope to:

Mr. Daryl Schacher
Manager, Materials Management
The University of Lethbridge
4401 University Drive
Lethbridge, AB., T1K 3M4

- 6.11. Submit Proposals by 2:00 P.M. MST on December 5, 2008. Mark envelope "RFP–S2008-1908.
- 6.12. Direct all questions, regarding this document, during the response period to:
- | | | | |
|-------------|-----------------|--------------|--------------------------|
| Technical: | Gene Lublinkhof | 403-380-1869 | gene.lublinkhof@uleth.ca |
| Commercial: | Daryl Schacher | 403-329-2415 | daryl.schacher@uleth.ca |

7. Consultant Selection Process

- 7.1. The following process will be followed for the selection of the Prime Consultant:
- 7.1.1. Proposals will be evaluated on the basis of the consultant group's proposal. The University reserves the right to short list and select Architects by means of a presentation to the Facilities Steering Committee during the selection period.
- 7.1.2. Once the selection is ratified by the Facilities Steering Committee, on or about December 12, 2008, contract negotiations will be conducted with the selected Architect.
- 7.2. The Consulting Team will be selected based on submissions that reflect:

- 7.2.1.** A demonstrated understanding of the requirements of the project.
- 7.2.2.** An evaluation of the proposed team's ability to successfully execute the project.
- 7.2.3.** Team members' specific experience and time commitment to the project.
- 7.2.4.** The ability of the design and construction team to effectively communicate and interface with the University.
- 7.2.5.** Experience in leading projects to completion on time and within budget.
- 7.2.6.** Successful experience on projects of a similar type and scope.
- 7.2.7.** Experience of the Team in support of sustainable design practices.
- 7.2.8.** Fees

APPENDIX A

THIS AGREEMENT made as of the ____ day of _____, 2008

BETWEEN:

THE GOVERNORS
OF THE UNIVERSITY OF LETHBRIDGE
4401 University Drive
LETHBRIDGE, Alberta
TIK 3M4
(hereinafter referred to as the "Client")

OF THE FIRST PART

- and -

ARCHITECT
Address
City, Province
Postal Code

(hereinafter referred to as the "Architect")

OF THE SECOND PART

WHEREAS the Client intends to acquire design, documentation, and construction services for the Water and Environmental Science Building project within the campus of the University of Lethbridge (hereinafter called the "Construction");

AND WHEREAS the Architect has agreed to provide certain services with respect to the preparation of drawings, specifications and other documents required for the design of and in preparation for the contemplated construction and renovation;

NOW THEREFORE this Agreement witnesseth as follows:

ARTICLE 1 - DEFINITIONS

In this Agreement:

- 1.1 The "Project Budget" is the estimated total expenditure by the Client for the entire project. It includes the Construction Budget and all other costs to the Client for the project such as, but not limited to professional fees, and rights of way.
- 1.2 "Construction Budget" means the estimated Construction Cost including contingencies for cost increases as set by the Client. The estimated Construction Cost may be changed from time to time by the client;
- 1.3 "Construction Cost" means the contract price(s) of all elements of the Project designed or specified by or on behalf of the Architect, including all taxes but excluding GST. Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimated cost at current market rates as mutually agreed between the Client and Architect. Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, or other costs which are the responsibility of the Client;
- 1.4 "Contract" means the agreements to be entered into between the Client and a general contractor;
- 1.5 "Contract Documents" means the Contract, the Architect's drawings and specifications and such other documents as are identified in the Contract;
- 1.6 "Cost Consultant" means the person engaged by the Client to prepare, in conjunction with the Architect, cost estimates for the project;
- 1.7 "Project" means all facets, disciplines and phases of the proposed construction required to develop fully functional, commissioned, equipped and completed areas of the Water and Environmental Science Building in accordance with the Client's requirements.
- 1.8 "Project Manager" means the designate of the Client who shall be appointed to represent the Client in all day-to-day project issues and provide direction and answers to the Architects as necessary.

ARTICLE 2 - RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY THE ARCHITECT

- 2.1 The Architects' basic services in general terms include performance of the general services set out in Schedule "A" attached hereto, and the more specific work defined in Section 3.0 Scope of Work of the Request for Proposals RFP #_____, dated _____, __, 2008.
- 2.2 The Architect shall provide its services during this Agreement in six phases, namely: the Schematic Design Phase, the Design Development Phase, the Construction Documents Phase, the Tendering Phase, the Construction Contract Administration Phase, and the Post-Occupancy Phase.
- 2.3 The Architect shall, in conjunction with the Client, schedule periodic meetings, normally biweekly, involving the Architect, the Architect's consultants, the Client, and the Contractor when appropriate, to review with the Client the progress of each phase of the project. The Architect shall chair these meetings, and maintain and circulate minutes recording the proceedings.
- 2.4 The drawings required at the conclusion of the Construction Documents Phase and the as-built drawings required at the conclusion of the Project shall be provided in AutoCad™ format using the layering protocol defined by the Client.
- 2.5 The Architect shall at all times be responsible for properly advising the Client with respect to changes in the probable or estimated Construction Cost.
- 2.6 Schematic Design Phase
- 2.6.1 The Architect shall consult generally with the Client with respect to the requirements of the Project including program space needs, options for the program, specific layout and design and general configuration. The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.
- 2.6.2 The Architect shall review the layouts prepared by the Client and provide options for an overall design concept in the form of block schematics, shall develop outline specifications and project design criteria, shall develop basic engineering concepts and energy design criteria and a final schematic design for approval by the Client.
- 2.6.3 The Architect shall monitor design decisions to evaluate their cost/benefit framework and impact on the Construction Budget.

- 2.6.4 The Architect shall review applicable statutes, regulations, codes and by-laws, and where necessary, review the same with the authorities having jurisdiction.
- 2.6.5 The Architect shall submit recommendations, including schedules, as to how the project may be tendered and procured to optimize market conditions and time lines and to minimize interference with on-going academic programmes and support activities.
- 2.7 Design Development Phase
- 2.7.1 The Architect shall not proceed with this phase prior to receiving written approval to proceed from the Project Manager.
- 2.7.2 During the Design Development Phase the Architects' basic services in general terms include preparing the necessary drawings to reflect more precise aspects of planning, appearance and construction, and preparing an outline specification plus any other documents which illustrate and define the design concept in terms of siting, form, character, materials, structural, mechanical and electrical systems and other necessary details. The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.
- 2.7.3 The Architect shall obtain from applicable authorities all necessary approvals for completion of the project. The Architect shall then advise the Client with respect to any conditions attached to approvals granted by authorities having jurisdiction.
- 2.7.4 The Architect shall prepare and submit to the Client a final design report in a booklet form suitable for the Client's use, which shall include:
- (a) the Architects' final drawings;
 - (b) a revised statement of the estimated Construction Cost of the project in current dollars reflecting the additional knowledge obtained during this phase;
 - (c) a revised project time schedule.
- 2.7.5 If the estimated Construction Cost exceeds the Construction Budget the Client may require the Architect to co-operate in revising the Project scope and quality as required, in concurrence with and as agreed to by the Client, to reduce the estimated Construction Costs and the Architect will, without additional charge, modify the scope and quality of the Project as necessary to comply with the Construction Budget.

2.8 Construction Documents Phase

- 2.8.1 The Architect shall not proceed with this phase without the prior written approval of the Project Manager.
- 2.8.2 During the Construction Documents Phase the Architect's basic services in general terms include preparation of working drawings and specifications setting forth in descriptive form the necessary details required for completion of the Project. The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.
- 2.8.3 The Architect shall keep the Client and the Cost Consultant informed of any changes which will affect the estimated Construction Cost of the Project or time schedule as they become known to the Architect, and, should the changes appreciably alter the scope, cost or timing of the Project, the Architect shall not proceed further with any part of the Project until it has received written instructions from the Client to do so.
- 2.8.4 The Architect shall, in the preparation of its drawings and specifications, comply with codes, by-laws and regulations of authorities having jurisdiction over the Project and submit any documents required to apply for the approvals of those authorities at the times required.
- 2.8.5 The Architect shall advise the Client on alternate methods of awarding the Contract for construction of the Project.
- 2.8.6 In the event the Client decides to pre-qualify any contractors or sub-contractors wishing to bid for construction of the Project, the Architect shall advise the Client on the criteria for such pre-qualification, including any information and documents to be supplied by those wishing to bid, and shall assist the Client with respect to the preparation of documents specifying such criteria as information to those wishing to bid. Pre-qualification criteria must be objective and cannot be based on a specific relationship between a certain contractor(s) and the Architect. The opportunity to pre-qualify must be open to all contractors when the value of the Contractor's work is estimated at Two Hundred and Fifty Thousand dollars (250K\$) or higher. The thresholds for The Agreement on Internal Trade will apply to any opportunities that result in the Client contracting directly with a Contractor.
- 2.8.7 Should the Client decide to pre-qualify contractors or sub-contractors, the Architect, together with the Client, shall evaluate the qualifications of those wishing to bid using the criteria established and the parties shall decide whether or not the contractor or sub-contractor shall be approved.

- 2.8.8 The Architect shall draft proposals, tender forms and conditions of tender, the conditions to be included in the Contract, and the form of the Contract for review and modification by the Client prior to their issue.
- 2.8.9 When the preparation of the Architect's final working drawings is not less than 95% complete, the Architect shall assist the Cost Consultant in the preparation of an estimated Construction Cost and an elemental break-down of the cost of the Project for submission to the Client.
- 2.8.10 The Architect shall, when the preparation of the draft Contract Documents and the estimated Construction Costs are complete, deliver a set of Contract Documents in final draft form together with a pre-tender report reviewing the entire Project in terms of scope, cost and timing, to the Client for approval. The Architect, with the consent of the client, may include contingency allowances or requests for alternative bids for inclusion in the contract documents in order to facilitate adjustments to construction which may be required following tender.
- 2.8.11 If the estimated Construction Cost exceeds the Construction Budget set by the Client, the Client may require the Architect to cooperate in revising the Project, scope and quality as required, in concurrence with and as agreed to by the Client, to reduce the estimated Construction Cost and the Architect will, without additional charge, modify the scope and quality of the Project and the drawings and specifications as necessary to comply with the Construction Budget.
- 2.9 Tendering Phase
- 2.9.1 The Architect shall not proceed with this phase without the Client's written approval to proceed from the project manager.
- 2.9.2 During the Tendering Phase the Architect's basic services in general terms include assisting the Client in obtaining by tender stipulated sum (lump sum) bids and preparing and awarding the Contract. The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.
- 2.9.3 The Architect shall provide clarification of the details of the Project as necessary during the tender phase including preparation and issuance of addenda, and handling of all requests for alternate approvals of equipment and/or materials.
- 2.9.4 The Architect shall attend with the Client when the bids are received and assist in opening and tabulating the results. In the event that pre-qualification of bidders was not required by the Client,

the Architect shall investigate and advise the Client on the qualifications of all general contract and sub-contract bidders.

2.9.5 The Architect shall recommend the successful bidder to the Client, in writing.

2.9.6 In the event that the recommended bid exceeds the Construction Budget the Client may:

- (a) increase the Construction Budget;
- (b) reject the bids without authorizing rebidding the Project;
- (c) reject the bids and authorize rebidding the Project;
- (d) authorize revising the Project scope and quality as required to reduce the Construction Costs. Due to revised project scope all bidders will be given the opportunity to bid on the revised scope.

In the case of (c) or (d), the Client may require the Architect to co-operate in revising the Project scope and quality as required, in concurrence with and as agreed to by the Client, to reduce the estimated Construction Cost and the Architect will, without additional charge, modify the scope and quality of the Project and the drawings and specifications as necessary to comply with the Construction Budget.

2.9.7 In the event of rebidding of the Project the Architect will, without additional charge, carry out the services required in this phase with respect to any such rebidding.

2.10 Construction Services – Contract Administration

2.10.1 During construction of the Project, the Architect shall be a representative of the Client, shall advise and consult with the Client, and shall have authority to act on behalf of the Client to the extent of this Agreement. The Architect shall at all times have access to the Work, wherever it is in preparation or progress.

2.10.2 The extent of the duties, responsibilities and limitations of authority of the Architect as the Client's representative during construction shall not be modified or extended without written consent of the Client and the Architect.

2.10.3 The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.

2.10.4 The project team, comprised of the Architect, the Architect's sub-consultants and the Project Manager shall co-operate in order to achieve a pro-active and timely implementation of the Project. The project team shall meet regularly, normally biweekly, on a schedule determined by

the Client. Project meetings shall be chaired by the Architect. The Client shall designate a Project Manager who shall serve as a liaison between the Client and the Architect.

2.10.5 The Architect shall visit the place of the Work at intervals appropriate to the progress of construction to monitor the progress and quality of the Work and to determine if the Work is proceeding in general conformity with the Contract Documents. The Architect shall keep the Client informed of the progress and quality of the Work and shall report to the Client and General Contractor any defects or deficiency in the Work that comes to the attention of the consultant whether through the site review process, sub-consultants or otherwise. The Architect shall provide such progress reports monthly, or more frequently as required, in a format satisfactory to the Client.

2.10.6 The Architect shall determine the amounts owing based on observations at the site and on evaluations of the applications for payment, and shall issue certificates for payment in such amounts as the Architect determines to be properly due pursuant to the provisions of the Contract, for Work performed and Products delivered to the place of Work as provided in the Contract Documents. The issuance of a certificate for payment shall constitute a representation by the Architect to the Client, based on the Architect's observations at the site and on the date comprising the application for payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the Work observed during the course of general review is in general conformity with the Contract.

Such certification is subject to:

- (a) General review and evaluation of the Work as it progresses for general conformity with the Contract Documents.
- (b) The result of any subsequent tests required by or performed under the Contract Documents, and
- (c) Minor deviations from the Contract Documents correctable prior to completion,

2.10.7 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and shall make findings as to the performance thereunder by both the Client and General Contractor. The Architect shall render interpretations as may be required with reasonable promptness on written request of either the Client or the General Contractor, and shall render written findings within a reasonable time, on all claims, disputes and other matters in

question between the Client and the General Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

- 2.10.8 Interpretations and findings of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. The Architect shall not show partiality to either the Client or General Contractor.
- 2.10.9 The Architect shall have the authority to reject work which in the Architect's opinion does not conform to the requirements of the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require independent inspection or testing of the Work by others, whether or not such work has been fabricated, installed or completed.
- 2.10.10 The Architect shall review or take other appropriate action with reasonable promptness upon the General Contractor's submittals such as shop drawings, product data, and samples, for conformance with the general design concept of the Work as indicated in the Contract Documents.
- 2.10.11 During the progress of the Work, the Architect shall promptly furnish supplemental instructions to the General Contractor in accordance with a schedule for such instructions agreed to by the Client, the Architect and the General Contractor.
- 2.10.12 The Architect shall prepare Change Orders and Change Directives. The Architect acknowledges that a Change Order or Change Directive shall not constitute an authorized change for the purposes of the Contract until approved in writing and signed on behalf of the Client by the Director of Physical Plant, or the Vice-President, (Finance and Administration), or in their absence, either the Associate Director of Physical Plant or the Manager of Capital Projects.

In preparing Change Orders the Architect shall advise the client of the effects of the proposed change on the Project Schedule, Completion Date, Budget & Costs, and the Quality of Work. Included in the Change Order or Change Directive a reason or reasons must be provided, in writing, for the proposed change and the name of the originating entity.

The Architect shall not provide a Change Order or Change Directive to the General Contractor to be acted upon unless and until such Change Order or Change Directive has been executed on behalf of the Client by one of the aforesaid representatives of the Client excepting where the safety and security of life and property, in the professional opinion of the Architect, is in

jeopardy. In such cases, the Architect shall take all necessary steps to stabilize the situation and inform the Client as soon as practical.

2.10.13 The Architect shall have authority to order minor adjustments in the Work not involving an adjustment in the contract price or an extension of the contract time which are consistent with the intent of the Contract Documents, in writing.

2.10.14 The Architect shall review any Certificate of Substantial Performance of the Contract or any designated portion thereof in consultation with the Project Manager, and shall within 10 days after the receipt of such Certificate make a review and assessment of the Work or the applicable portion of the Work to verify the validity of the Certificate and notify the General Contractor of the Architect's approval or reasons for disapproval of the Certificate.

2.11 Post Construction Phase

2.11.1 The specific services to be provided by the Architect during this phase, that have been agreed upon by the Architect and the Client are particularized in Schedule "A" attached hereto.

2.11.2 Immediately following the issuance of the Certificate of Substantial Performance of the Contract, the General Contractor, the Architect and the Owner shall establish a reasonable date for completion of the Contract.

2.11.3 When a Certificate of Substantial Performance has been issued, the Architect shall verify that any such Certificate has been posted in accordance with the provisions of the Builder's Lien Act of Alberta and shall confirm such compliance to the Client in writing.

2.11.4 The Architect shall review the date of Substantial Performance as established by the general contractor and shall receive from the General Contractor and forward to the Client for the Client's review the written warranties and related documents. The Architect shall advise the client as to the date when the Contract shall be deemed to be completed.

2.11.5 The Architect shall prepare a list of deficiencies and review deficiency correction.

2.11.6 Upon receipt of the General Contractor's application for total completion of the Work, the Architect will review the Work in consultation with the Project Manager to verify the validity of the application and no later than 7 days after completing the review will notify the General Contractor whether the Contract or the designated portion of the Contract is totally performed.

2.11.7 The Architect shall assist the General Contractor and the university's commissioning team during equipment start-up and activation.

2.11.8 Based on information provided by the contractor, the Architect shall complete all record drawings and a Project Summary Report and provide the same to the Client.

2.12 Warranty Period

2.12.1 The services of the Architect shall continue after the Certificate of Substantial Performance is issued until the expiry of the period of one year from the date of substantial performance by the General Contractor of all corrections of defects or deficiencies in the Work which appear prior to and during the warranty periods specified in the Contract documents. The Architect shall assist the Client in having the General Contractor rectify all defects and deficiencies that develop during this period. This does not limit or reduce the professional responsibility of the Architect.

2.12.2 Prior to the end of the period of one year following the date of Substantial Performance, the Architect shall review, in consultation with the Project Manager, any defects or deficiencies which have been reported or observed during that period, and the Architect shall notify the General Contractor in writing of those items requiring attention by the General Contractor to complete the Work in accordance with the Contract.

2.13 Personnel

2.13.1 The Architect shall direct all correspondence and communications required or permitted to be given or made to the Project Manager.

2.13.2 The Consultants to be engaged by the Architect, and the key personnel to be assigned to the Project by the Client and the Architect shall be as follows:

Client:

Project Manager:

Gene Lublinkof, Proj. Mgr. – Capital Projects
University of Lethbridge

Architect:

Project Director:

Architects:

Site Development Planning & Design:

Landscape Architect:

Structural Engineering Consultants:

Mechanical Engineering Consultants:

Electrical Engineering Consultants:

Contract Administrator:

No changes in the consultants or in the key personnel assigned to the Project by the Architect shall be made without the prior written approval of such change by the Client.

ARTICLE 3 - RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY THE CLIENT

- 3.1 The Client shall furnish information, surveys, reports and services as set out in Schedule "A", the accuracy and completeness of which the Architect shall be entitled to rely on. Contracts for the provision of such information, surveys, reports and services, whether arranged by the Client or the Architect, shall be considered direct contracts with the Client unless explicitly provided otherwise.
- 3.2 The Client shall advise the Architect of the available Construction Budget. It is recognized by the Architect and the Client that the Client has a fixed budget for the work which cannot be exceeded. The scope of the work will be amended, with the agreement of the Client, to ensure that the fixed budget is not exceeded.
- 3.3 The Project Manager, appointed by the Client, and other authorized representatives shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

ARTICLE 4 - PAYMENTS TO THE ARCHITECT

- 4.1 The fee for the Architect's services shall be a fixed fee of \$_____ (GST not included).
- 4.2 The Architect shall invoice the Client monthly in proportion to the services performed as at the date of invoice based upon the applicable fixed fee set out in 4.1 for the phase in question. The proportion of the fee attributable to each phase is as follows:

Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase	45%
Tendering Phase	5%
Construction Contract Administration Phase	20%
One Year Review Period	5%
- 4.3 The Client may, as a condition precedent to payment of any invoice, require that the Architect shall have paid all employees, paid the accounts of all consultants and all other expenses incurred

in performing the services that are due and payable up to the date of invoice and provide a Statutory Declaration to the Client affirming the same.

- 4.4 "HOURLY RATES" are defined for the following personnel as follows:

Principals

Staff

Consultants

- 4.5 Where substantial revisions or additions are made to the program of requirements or previously approved documents prepared by the Architect with respect to any of the services to be provided by the Architect as stated herein, and such revisions or additions are approved in advance in writing by the Client, the fee for such services shall be based on the Hourly Rates for additional services or as otherwise mutually agreed between the Architect and the Client. This provision shall not apply to revisions or additions made in order that the estimated Construction Cost comply with the Construction Budget.
- 4.6 In the event that the Architect makes revisions to or provides additional drawings, specifications or other documents when such revisions or additions are:
- (a) inconsistent with written approvals or instructions previously given by the Client;
 - (b) required by the enactment or revisions of statutes, regulations, codes or by-laws;
 - (c) due to the interpretation of the authorities having jurisdiction differing from the Architect's interpretation of statutes, regulations, codes and by-laws in such a way as the Architect cannot reasonably anticipate;
 - (d) due to other causes beyond the control of the Architect, or
 - (e) not contemplated in the Agreement;

such services shall be considered as additional services and shall be provided only with the prior written authorization of the Client as to both the additional services and the amount of the additional charges (additional fee and any additional reimbursable expenses). For greater certainty it is understood that the Client must approve, in writing, prior to the commencement of any additional services the amount of the additional charges therefore.

- 4.7 Reimbursable expenses, to a maximum upset fee of \$_____ (GST not included), are in addition to the fixed fee in 4.1 and are the actual expenditures of the Architect and the Architect's

Consultants in the interest of the Project, without surcharge. They include expenditures for the following:

- a) travel for authorized research, lodging and meals, with car expense computed at 33¢ per kilometer or the actual expense of vehicle rental and fuel;
- b) all printing and courier costs for reports and tender documents;
- c) photocopying, long distance phone calls, faxes;
- d) preparation of renderings, models, and mock-ups requested by the Client;
- e) other costs paid by the Prime Consultant or Sub-Consultants on behalf of the Owners such as permit fees, licenses, and other pertinent expenses directly associated with and arising from the project.

- 4.8 If the services covered by this Agreement, other than warranty issues, have not been completed within (24) months of the date of this Agreement, through no fault of the Architect, the amounts of compensation as set out in this agreement for work not done at that time shall be renegotiated.
- 4.9 Fees and reimbursable expenses may be subject to the Federal Goods and Services Tax. The Client shall pay to the Architect, together with and in addition to any fees and reimbursable expenses that become payable, such tax in relation to the fees and reimbursable expenses as required by legislation. If the fees and reimbursable expenses become subject to any additional tax or taxes, which are by law payable by the Client, the Client shall pay the same.
- 4.10 Unpaid accounts shall bear interest at 2% per annum above the prime rate of the Bank of Canada 30 days after the date that the invoice for fees and reimbursable expenses has been rendered by the Architect.
- 4.11 If any Phase of the Project is suspended or abandoned in whole or in part for more than a total of 60 days, whether consecutive or not, after approval to proceed with that stage has been given by the Client to the Architect, prior to the completion of the services contemplated in this Agreement for that phase the Architect shall be compensated within 30 days of the date that an invoice is rendered for all services actually performed together with reimbursable expenses actually incurred. If any work on that phase is resumed after being suspended or abandoned in whole or in part for more than a total of 60 days whether consecutive or not, the Architect's fees shall be equitably adjusted.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

- 5.1 The Consultant shall give the Client unrestricted access to all documents of electronic and non-electronic form related to the performance of the Work, for the purposes of construction, renovation, maintenance, repair, and related improvements, including, without limitation, designs, plans, drawings and specifications during the course of their preparation, and upon completion shall submit all documents to the Client.
- 5.2 The Architect may not use the plans, sketches, drawings, graphic representations, specifications or CAD disks relating to the Project in whole for any other project without the prior consent in writing of the Client. Provided however that the Architect may use any process or idea developed by the Architect while carrying out the services with respect to the Project without the requirement for any consent by the Client.

ARTICLE 6 - DISPUTE RESOLUTION

- 6.1 In the event of any dispute under this contract, arising during the design, the construction or following the completion of the project, both the Client and the Architect agree to undertake the following steps in an effort to resolve said dispute:
- 6.1.1 Direct negotiation between the senior partner of the Architect's firm and with a senior official of the University.
- 6.1.2 Failing resolution of the dispute through Direct Negotiation, the Client and the Architect agree to proceed to Mediation. The Mediator shall be appointed by mutual agreement of the Client and the Architect and it is further agreed that the costs of the mediation shall be borne equally by the Client and the Architect.
- 6.1.3 In the event the parties to this Agreement are unable to reach a settlement of the dispute under this Agreement through negotiation or mediation, then such disputes shall be referred to an arbitrator mutually agreed upon by the parties to be settled through the arbitration process in accordance with ADR Institute of Canada National Arbitration Rules. If the parties cannot agree to a single arbitrator then the arbitrator(s) shall be selected in accordance with the above referenced rules.
- 6.1.4 None of the aforementioned steps shall be deemed to be a waiver or relinquishment of either of the parties' rights or remedies through the litigation process, should the dispute not be resolved through any and all of these dispute resolutions mediums.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 This agreement may be terminated by either Party upon seven (7) days' written notice to the other Party if that other Party fails to substantially perform its obligations pursuant to this Agreement through no fault of the Party initiating the termination.

- 7.2 This Agreement may also be terminated by the Client upon 7 days' written notice to the Architect if the Project is permanently abandoned, indefinitely suspended or substantially delayed or in the event of the insolvency or bankruptcy of the architectural, mechanical or electrical consulting firms.
- 7.3 In the event of termination, the Architect shall be compensated for all services actually performed to termination date, together with reimbursable expenses then due.

ARTICLE 8 - MISCELLANEOUS

8.1 Insurance

- 8.1.1 The Consultant shall obtain and maintain the following insurance with limits not less than the following:
- 8.1.1.1 Worker's Compensation: Worker's Compensation Insurance in accordance with applicable provincial legislation and statutes.
 - 8.1.1.2 Employer's Liability Insurance: Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for each occurrence for employees not covered by Worker's Compensation.
 - 8.1.1.3 Comprehensive General Liability Insurance: Providing for a combined single limit of Two Million Dollars (\$2,000,000) for each occurrence or accident and on an aggregate basis for products and completed operations.
- 8.1.2 Providing coverage for damages because of bodily injury (including death at any time resulting there from) and personal injury sustained by any person or persons or because of injury to or destruction of property (including loss of use or occupancy) arising out of any operations in connection with the Agreement subject to all exclusions set forth in the said policy.
- 8.1.3 Including coverage for contractual liability, tortuous liability, product liability, completed operations liability, occurrence basis property damage.
- 8.1.4 The policy shall extend to cover the employees of the Insured(s). The policy shall contain a clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any Insured as respects any claim, demand, suit or judgment made against any other Insured, subject to an overall limit of Two Million Dollars (\$2,000,000).
- 8.1.5 Professional Liability Insurance: Professional Liability Insurance covering work performed by the Consultant under the agreement with limits of:

Per claim: \$ 1,000,000

Aggregate Policy Limit: \$ 2,000,000.

For claims arising out of the Consultant's negligent acts, errors or omissions.

- 8.1.6 Automobile Liability Insurance: Automobile Liability insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned, non-owned, rented or leased vehicles used in connection with the Work, with inclusive limits of not less than One Million Dollars (\$1,000,000) for any one accident.
- 8.1.7 Insurance Required by Law: Obtain and keep in force any other insurance, which the Consultant is required by law to provide.
- 8.1.8 The insurance obtained by the Consultant pursuant to this paragraph shall be provided in accordance with the following terms and conditions:
- 8.1.8.1 Contemporaneously with the execution of the Agreement, the Consultant shall deposit with the Client a Certificate of Insurance as evidence of the insurance required under paragraph above in a form satisfactory to the Client; and
- 8.1.8.2 Each insurance policy shall provide that thirty (30) days prior written notice shall be given to the Client of any cancellation of any such policy or policies, or any change material to the interest of the Client.
- 8.1.9 The Consultant shall require, and shall be responsible for ensuring that all its Subconsultants obtain and keep in force insurance coverage equivalent to that required by the Consultant as outlined under Article 8 hereunder. The Consultant shall furnish to the Client evidence satisfactory to the Client of such insurance coverage.
- 8.1.10 Neither the provision of insurance by the Consultant in accordance with the requirements stated herein nor the insolvency or bankruptcy of any insurance company, nor failure of any insurance company to pay any claim accruing shall be held to waive any other provisions of the Agreement with respect to liability of the Consultant or otherwise.
- 8.1.11 The Architect shall ensure that a clause is inserted in each insurance policy providing that the insurer shall give the Client 30 days' notice of its intention to cancel or change the coverage or any material term in such policy. All such insurance policies shall be in form and content and with an insurance company approved by the Client, which approval shall not be unreasonably withheld.

8.1.12 The Architect shall provide to the Client certified copies of the policies of insurance required by clauses 8.1.1 and 8.1.5 upon the request of the Client.

8.2 Standard Care of Architect

8.2.1 The Architect shall perform its duties as outlined in this Agreement with all due care and diligence and shall use its best efforts to ensure that all its employees and consultants perform their duties with all due care and diligence.

8.2.2 The Architect shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Client's approval a schedule for the performance of the Architect's services which, with the Client's approval, may be adjusted as required as the Project proceeds. The schedule shall include allowance for periods of time required for the Client's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. This schedule, when approved by the Client, shall not, except for reasonable cause, be exceeded by the Architect.

8.2.3 Unless otherwise provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous material in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCB) or any other toxic substances.

8.3 Notices

Any notices, communications or other documents required or permitted to be given by one Party to the other pursuant to the administration of this Agreement shall be in writing and either delivered by hand, by facsimile or mailed by registered, first class as follows:

In the case of the Client:

UNIVERSITY OF LETHBRIDGE
4401 University Drive
Lethbridge, AB T1K 3M4
Attention: Gene Lublinkof, Project Manager – Capital Projects

In the case of the Architect:

ARCHITECT FIRM NAME
Address
City, Prov Postal Code
Attention: Project Manager:

Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day on which it was delivered and if mailed, on the third (3rd) business day following the date on which it was mailed.

No party shall mail any notice or other communication hereunder during any period in which Canadian Postal Workers are on strike or if such strike is imminent or may reasonably be anticipated to affect the normal delivery of mail.

Any Party may change its address for receipt of notice or communications hereunder by giving notice thereof to the other Party.

8.4 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

8.5 Client's Written Approval

The Client will advise the Architect from time to time in writing as to the names of those persons upon whose written approvals or directions the Architect may rely as being the approvals and directions of the Client with respect to various aspects of the work.

8.6 Binding effect of this Agreement

This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and the permitted assigns of the Architect. This Agreement is not assignable by the Architect without the prior consent of the Client, which consent may be unreasonably withheld.

8.7 Entire Agreement

The Agreement constitutes the entire agreement between the Client and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may not be amended or modified in any respect except in writing by mutual consent signed by the Parties.

8.8 Time of the Essence

Time shall in all respects be the essence of this Agreement.

8.9 The Parties hereto covenant and agree that this Agreement shall be effective from and deemed to have been in force from the ____ day of _____ 2008.

IN WITNESS WHEREOF the Client has duly executed this Agreement by its duly authorized representatives the ____ day of _____, A.D. 2008 and the Architect has executed this Agreement by its duly authorized representatives the ____ day of _____, 2008.

THE GOVERNORS OF THE
UNIVERSITY OF LETHBRIDGE

Per: _____

Per: _____

(COMPANY)

Per: _____

Per: _____

APPENDIX B

Schedule of Architect's Services and Client's Responsibilities

ITEM		ARCHITECT'S		CLIENT'S RESPON- SIBILITIES	NOT APPLIC- ABLE
		SERVICES	ADDITIONAL SERVICES		
PREDESIGN PHASE	Statement of Requirements			X	
	Measured Drawings			X	
	Certified Land Survey			X	
	Soil Report			X	
	Construction Budget			X	
	Toxic and Hazardous Materials Report			X	
	Other:				X
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				
CONSULTANTS	Consultant Coordination	X			
	Structural Engineering Services	X			
	Mechanical Engineering Services	X			
	Electrical Engineering Services	X			
	Landscape Architectural Services	X			
	Acoustical Consulting Service (if required)				X
	Basic Interior Design				X
SCHEMATIC DESIGN PHASE	Review of Client's Requirements	X			
	Investigate Existing Conditions	X			
	Schematic Design Documents	X			
	Construction Budget Adherence to Estimate	X			
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				
DESIGN DEVELOPMENT	Design Development Documents	X			
	Construction Budget Adherence and Estimate	X			
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				

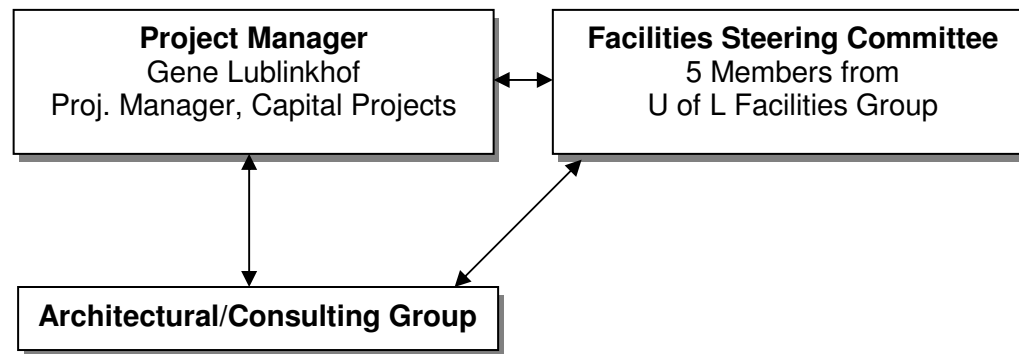
ITEM		ARCHITECT'S		CLIENT'S RESPON- SIBILITIES	NOT APPLIC- ABLE
		SERVICES	ADDITIONAL SERVICES		
CONSTRUCTION DOCUMENTS PHASE	Drawings	X			
	Specifications	X			
	Construction Budget Adherence and Estimate	X			
	Preparation of Bidding Information and Construction Contract Conditions	X			
	Pre-qualification of Contractors	X			
	Other:				X
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				
TENDERING PHASE	Bid Call	X			
	Bid Receipt and Review	X			
	Contract Negotiations	X			
	Preparation of Contract	X			
	Obtain Proof of Bonds and Insurance Policies	X			
	Other:				X
CONSTRUCTION SERVICES PHASE	Apply for and Obtain Building Permit	X			
	Review Construction Schedule	X			
	Supplementary Details and Instructions	X			
	Shop Drawing Review	X			
	Change Orders	X			
	Review Contractors Documentation at Project Completion	X			
	Site Meetings	X			
	Site Visits	X			
	Consultant Co-ordination	X			
	Inspection & Testing Services			X	
	Contract Document Interpretation	X			
	Certificate for Payment Review	X			
	Substantial Performance Review	X			
	Determine Construction Deficiencies	X			

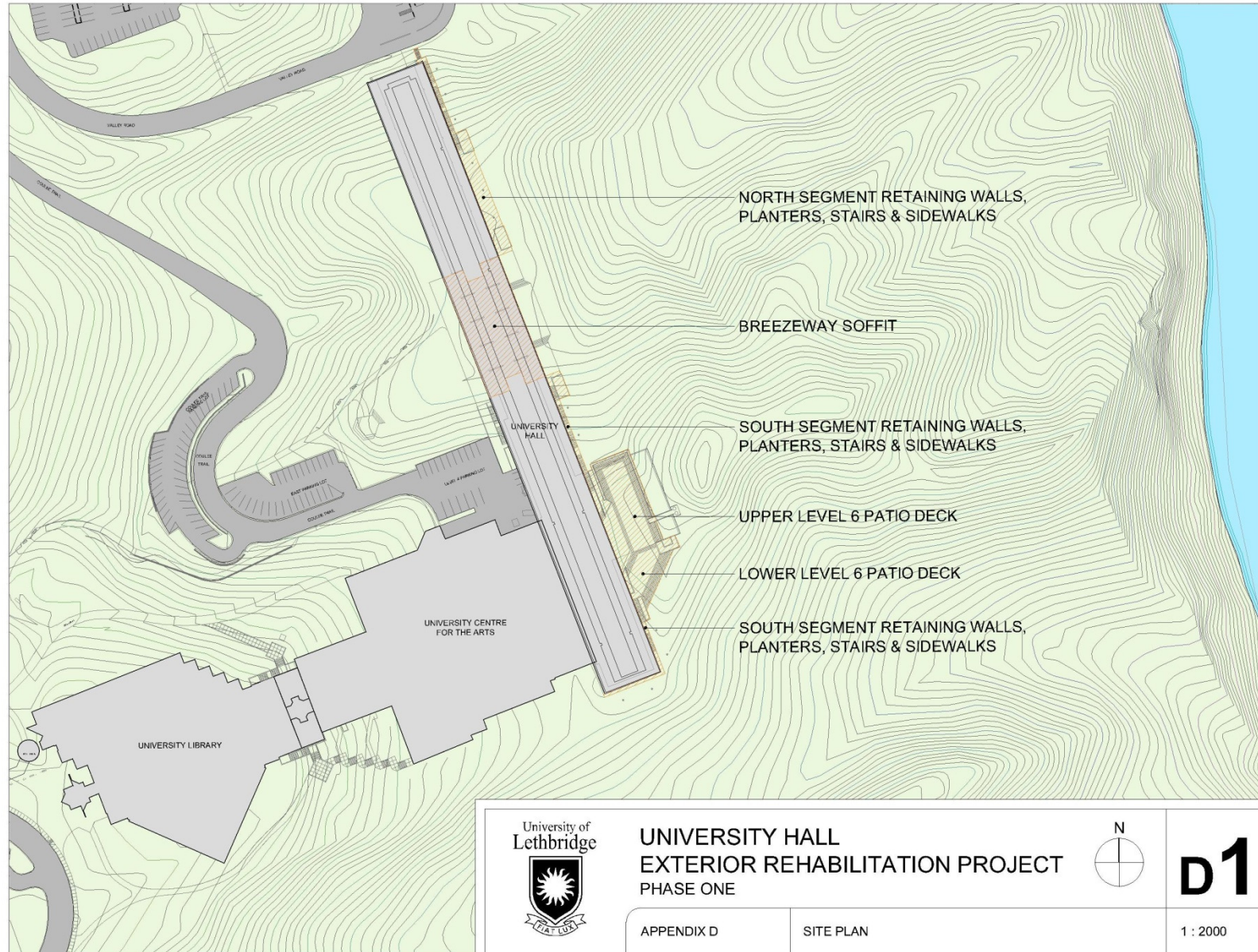
	Other:				X
ITEM		ARCHITECT'S		CLIENT'S RESPON- SIBILITIES	NOT APPLIC- ABLE
		SERVICES	ADDITIONAL SERVICES		
POST-CONSTRUCTION PHASE	Final Report	X			
	Record Drawings (Digital & Hard Copies)	X			
	Deficiency Follow up and Coordination	X			
	Twelve Month Warranty Review	X			
AUTHORITY HAVING JURISDICTION	Liaise with and conform to regulations of:				
	Lethbridge Building Inspection Services	X			
	Lethbridge Fire Prevention Bureau	X			
	Safety Codes Act	X			
	Lethbridge Public Health Authority	X			
	Alberta Occupational Health and Safety Code	X			
	Public Health Agency of Canada	X			
	Alberta Environment	X			
	Other:				
	Funding Agency			X	

APPENDIX C

University Hall Exterior Rehabilitation Project

University of Lethbridge Project Organizational Chart





C:\Documents and Settings\pencor\user\Desktop\UofL_30 Site Plan\UofL_30 Site Plan.dwg, Schedule D-1, 11/7/2008 1:59:23 PM



East Retaining Walls, Planters, Stairs and Sidewalks – View of South Segment South of Level 6 Patio



East Upper & Lower Patios (Roof over Central Plant) – Level 6



Breezeway Soffit – View from Breezeway



East Retaining Walls, Planters, Stairs and Sidewalks – View of South Segment North of Level 6 Patio



East Retaining Walls, Planters, Stairs and Sidewalks – View of North Segment

University Hall Exterior Rehabilitation Project

Team Member Roles & Responsibilities

Discipline: *Architecture / Interior Design* *

Team Member	% of Time Commitment to Project	Role	Responsibilities and Deliverables	Concurrent Projects (Describe role, status and time commitment)	Project (Describe nature of project, and date)	Role	Responsibilities (Highlight issues of relevance to this project)
John Doe	Design: 45% Construction: 15%	Principal-in-Charge	Lead design architect. Primary client liaison. Responsible for delivery of design drawings, and for maintaining project schedule and budget.	University of XYZ: New classroom and office building. Principal-in-Charge. Design drawings at 85% completion on June 15. Commitment: 30% to July 30 and 10% during construction scheduled from Sept. 01, 2001 to December 01, 2002. ABC Hospital: Project Architect. Schematic design will be completed September 01. Commitment: 20% to Sept. 01.	AAA College: Design and construction services for the renovation and retrofit of a classroom/ office building. (1998)	Project Architect	Associate architect, design development and detailed design. Successfully addressed constraints of maintaining occupancy during phased renovation.

* Note: Include production and construction administration personnel.

University Hall Exterior Rehabilitation Project

Team Member Roles & Responsibilities

Discipline: *Structural Engineering*

Team Member	% of Time Commitment to Project	Role	Responsibilities and Deliverables	Concurrent Projects (Describe role, status and time commitment)	Project (Describe nature of project, and date)	Role	Responsibilities (Highlight issues of relevance to this project)
John Doe	Design: 45% Construction: 15%	Principal-in-Charge	Lead design architect. Primary client liaison. Responsible for delivery of design drawings, and for maintaining project schedule and budget.	University of XYZ: New classroom and office building. Principal-in-Charge. Design drawings at 85% completion on June 15. Commitment: 30% to July 30 and 10% during construction scheduled from Sept. 01, 2001 to December 01, 2002. ABC Hospital: Project Architect. Schematic design will be completed September 01. Commitment: 20% to Sept. 01.	AAA College: Design and construction services for the renovation and retrofit of a classroom/ office building. (1998)	Project Architect	Associate architect, design development and detailed design. Successfully addressed constraints of maintaining occupancy during phased renovation.

University Hall Exterior Rehabilitation Project

Team Member Roles & Responsibilities

Discipline: Mechanical Engineering

Team Member	% of Time Commitment to Project	Role	Responsibilities and Deliverables	Concurrent Projects (Describe role, status and time commitment)	Project (Describe nature of project, and date)	Role	Responsibilities (Highlight issues of relevance to this project)
John Doe	Design: 45% Construction: 15%	Principal-in-Charge	Lead design architect. Primary client liaison. Responsible for delivery of design drawings, and for maintaining project schedule and budget.	University of XYZ: New classroom and office building. Principal-in-Charge. Design drawings at 85% completion on June 15. Commitment: 30% to July 30 and 10% during construction scheduled from Sept. 01, 2001 to December 01, 2002. ABC Hospital: Project Architect. Schematic design will be completed September 01. Commitment: 20% to Sept. 01.	AAA College: Design and construction services for the renovation and retrofit of a classroom/ office building. (1998)	Project Architect	Associate architect, design development and detailed design. Successfully addressed constraints of maintaining occupancy during phased renovation.

University Hall Exterior Rehabilitation Project

Team Member Roles & Responsibilities

Discipline: *Electrical Engineering*

Team Member	% of Time Commitment to Project	Role	Responsibilities and Deliverables	Concurrent Projects (Describe role, status and time commitment)	Project (Describe nature of project, and date)	Role	Responsibilities (Highlight issues of relevance to this project)
John Doe	Design: 45% Construction: 15%	Principal-in-Charge	Lead design architect. Primary client liaison. Responsible for delivery of design drawings, and for maintaining project schedule and budget.	University of XYZ: New classroom and office building. Principal-in-Charge. Design drawings at 85% completion on June 15. Commitment: 30% to July 30 and 10% during construction scheduled from Sept. 01, 2001 to December 01, 2002. ABC Hospital: Project Architect. Schematic design will be completed September 01. Commitment: 20% to Sept. 01.	AAA College: Design and construction services for the renovation and retrofit of a classroom/ office building. (1998)	Project Architect	Associate architect, design development and detailed design. Successfully addressed constraints of maintaining occupancy during phased renovation.

University Hall Exterior Rehabilitation Project

Team Member Roles & Responsibilities

Discipline:

Team Member	% of Time Commitment to Project	Role	Responsibilities and Deliverables	Concurrent Projects (Describe role, status and time commitment)	Project (Describe nature of project, and date)	Role	Responsibilities (Highlight issues of relevance to this project)
John Doe	Design: 45% Construction: 15%	Principal-in-Charge	Lead design architect. Primary client liaison. Responsible for delivery of design drawings, and for maintaining project schedule and budget.	<u>University of XYZ</u> : New classroom and office building. Principal-in-Charge. Design drawings at 85% completion on June 15. Commitment: 30% to July 30 and 10% during construction scheduled from Sept. 01, 2001 to December 01, 2002. <u>ABC Hospital</u> : Project Architect. Schematic design will be completed September 01. Commitment: 20% to Sept. 01.	<u>AAA College</u> : Design and construction services for the renovation and retrofit of a classroom/ office building. (1998)	Project Architect	Associate architect, design development and detailed design. Successfully addressed constraints of maintaining occupancy during phased renovation.

SCHEDULE B

PRICING AND COMPENSATION

PRICING

The Pricing Structure for this Contract, provided by the Consultant to the Owner shall be a Fixed Fee (without escalation), which is to include all disbursements except the following items which shall be reimbursed at cost:

1. Printing and courier costs for Tender Packages, construction sets of documents and multiple copies of reports.
2. Any travel costs, which may be authorized by the University for research and the development of information from other facilities.
3. Photocopying, long distance phone calls, faxes.
4. Other costs paid by the Prime Consultant or Sub-Consultants on behalf of the Owners such as permit fees, licenses, and other pertinent expenses directly associated with and arising from the project.

COMPENSATION

After the Contract has been executed in accordance with the Contract Documents, The University of Lethbridge will issue payment to the Consultant for the Work completed. **Compensation for the Scope of Services and Schedule described in the Contract Documents herein will only be for a Fixed Fee plus invoiced disbursements not to exceed a predetermined limit.**

The University of Lethbridge will pay the Consultant monthly progress payments for the Work completed to date, with final payment 30 days after completion of the Work.

All invoices must quote **Purchase Order Number and RFP Number.**

Invoice(s) must be sent to:

The University of Lethbridge
Materials Management
4401 University Drive
Lethbridge, Alberta
T1K 3M4

SCHEDULE C

PROPOSAL FORM

Architectural Consulting Services for the Design and Construction of the University Hall Exterior Rehabilitation Project

This Bid is submitted by:

--

Firm Name

--

Address

--	--	--

Postal Code

Telephone

Fax

TO: Mr. Daryl Schacher
Manager, Materials Management
The University of Lethbridge
4401 University Drive
Lethbridge, AB
T1K 3M4

I/We

Of

agree to execute the Work in accordance with all RFP documents contained for the:

Fixed Fee of : \$_____ (GST not Included)

plus

Disbursements to a maximum of: \$_____ (GST not Included)

These amounts include **all** fees and disbursements charged by the Architectural team **except** the Structural, Mechanical and Electrical consultants.

Budget Information Only:

Structural Consultant Fee Estimate	\$_____ (GST not included)
Disbursements	\$_____ (GST not included)

Mechanical Consultant Fee Estimate	\$_____ (GST not included)
Disbursements	\$_____ (GST not included)

Electrical Consultant Fee Estimate	\$_____ (GST not included)
Disbursements	\$_____ (GST not included)

SCHEDULE C
(Continued)

1. SCHEDULE

I/We will commence work within _____ calendar days of a contract award.

2. PROPOSAL FORM REQUIREMENTS

1. All bid spaces must be completed on the Quotation/Proposal Form. Errors, incomplete submissions, unbalanced submissions, or additional data or pricing not requested may render the submission invalid.
2. The Proposal shall be signed by an authorized officer or legal representative of the Corporation or Company.
3. This Proposal shall remain valid and irrevocable for 30 days from closing date.
4. Upon acceptance, by the Owner, of the Consultants proposal the Consultant agrees to:
 - perform all "Work" described in the RFP contained herein
 - all requirements, terms and conditions of the RFP contained herein
 - any addenda issued or approved by the Owner

Name of Company _____

Signature _____
Legal Representative or Authorized Officer

Print Name of above _____

Signature _____
Witness

Print Name of above _____

Date _____

SCHEDULE D

RECEIPT CONFIRMATION FORM

Please complete this form and mail or fax **IMMEDIATELY** to:

Mr. Daryl Schacher
Manager, Materials Management
The University of Lethbridge
4401 University Drive
Lethbridge, AB
T1K 3M4

Phone 403-329-2415
Fax 403-329-2080

Web: <http://home.uleth.ca/fin-mm/>

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
CONTACT TELEPHONE:	CONTACT FAX:

I have received a copy of **RFP#S2008-1908 Architectural Consulting Services for Phase One of the Design and Construction of the University Hall Exterior Rehabilitation Project** at the University of Lethbridge.

- ☐ Yes, I will be responding to this request. Therefore, I authorize The University of Lethbridge to send further correspondence that it deems to be of an urgent nature by the following method:
- ☐ Courier Collect (*specify Courier and Acct#*) _____
- ☐ Facsimile to: _____
- ☐ Mail _____
- ☐ E-mail to: _____
- ☐ No, I will not be responding.

I understand that if I do not return this form I will not receive any further notices with regard to this RFP.

SIGNATURE: _____

TITLE: _____ DATE: _____

FINAL SUBMISSION MUST BE RECEIVED IN THE ABOVE OFFICE BY

2:00 pm on December 5, 2008.