

Proposal Request Addendum



RFP No. CRHC-CP-CV-RFP 21/163

Addendum No. 4

By CRD Website and BC Bid

August 5, 2021

File: CRHC-CP-CV-RFP 21/163.4

TO ALL PROPONENTS

Dear Sir/Madam:

**RE: Campus View Affordable Housing Redevelopment Architectural Services
CRHC-CP-CV-RFP 21/163
Addendum No. 4**

In accordance with the provision contained in the "Instructions to Proponents" for RFP No. CRHC-CP-CV-RFP 21/163, Addendum No. 4 is hereby issues and a copy attached.

Yours truly,

A handwritten signature in blue ink, appearing to read "Lauren Miller", is written over the typed name.

Lauren Miller
Contracts Coordinator
Regional Housing

Attachment: 2/LM

Proposal Request Addendum



RFP No. CRHC-CP-CV-RFP 21/163

Addendum No. 4

Campus View Affordable Housing Redevelopment

Architectural Services CRHC-CP-CV-RFP 21/163

Addendum No. 4

TO ALL PROPONENTS:

This letter shall serve as confirmation that the revisions included herein as Addendum No. 4 shall form part of the Request for Proposals (RFP) Documents for RFP No. CRHC-CP-CV-RFP 21/163.

ADDENDUM NO. 4

- 1. Question:** Can you please clarify if the March 2020 BC Housing SGC's will be part of the Agreement between Client and Architect for the successful proponent or if the unmodified "Canadian Standard Form of Agreement between Client and Architect" RAIC 6 will be used.

Answer: The CRHC will be using the March 2020 BC Housing SGC's which will be part of the Agreement between Client and Architect and will be incorporated into the contract form with the successful proponent.

Attached to this addenda are:

- British Columbia Housing Management Commission Supplementary General Conditions (02 March 2020 Version) to Canadian Standard Form of Contract for Architectural Services RAIC, Document 6, 2018 Edition
- Canadian Standard Form of Contract for Architectural Services (RAIC, Document 6, 2018 Edition)

PLEASE NOTE: There will not be an extension to the proposal submission deadline.

Proposal Request Addendum



RFP No. CRHC-CP-CV-RFP 21/163
Addendum No. 4

All Proponents shall acknowledge receipt and acceptance of this Addendum No. 4 by signing and dating in the spaces provided below and submitting the signed Addendum with the Proposal. Proposals submitted without this Addendum may be considered incomplete.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Lauren Miller', is written over a horizontal line.

Lauren Miller
Contracts Coordinator
Regional Housing

/LM

PROPONENT – Please print name

SIGNATURE

DATE

CRHC-CP-CV-21/163.4

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUPPLEMENTARY GENERAL CONDITIONS TO**

**CANADIAN STANDARD FORM OF CONTRACT FOR
ARCHITECTURAL SERVICES
RAIC, DOCUMENT 6, 2018 EDITION**

(02 Mar 2020 Version)

IMPORTANT: Any changes to these SGCs must have prior approval from Supply Chain Management. Please delete this text prior to issuing.

The following supplementary conditions form part of the RAIC Document 6, Canadian Standard Form of Contract for Architectural Services, 2018 edition, and modify, delete and add to the Agreement between the *Client* and *Architect*, the Definitions, the General Conditions and the Schedules.

Where any article, paragraph, or subparagraph in the Agreement, Definitions, General Conditions or Schedules is amended, deleted, or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, deleted or superseded shall remain in effect.

AGREEMENT

1. Article A0

Add a new Article A0 above Article A1 as follows:

“A0 **BC Housing Rights and Involvement**

If *BC Housing* is not identified as the *Client* in Article A2 of the agreement, then, notwithstanding anything else in the contract, the *Client* and the *Architect* will comply with the following:

- .1 If the *Client* defaults on any of its obligations in this contract, before the *Architect* may exercise any right to suspend or terminate the contract, the *Architect* will provide written notice to *BC Housing* setting out the details of the *Client*'s default (a “**Client Default Notice**”). From the date of receipt of the *Client Default Notice*, *BC Housing* will have 15 calendar days to provide the *Architect* with a *Step-In Notice*. The *Architect* may only suspend or terminate this contract if *BC Housing*:
 - .1 does not provide a *Step-In Notice* within the above time period; or
 - .2 provides a *Step-In Notice* within the above time period but does not rectify the default within 30 calendar days from receipt of the *Client Default Notice*, provided that the *Architect* and *BC Housing* may mutually agree to extend such rectification period.

.2 Before:

- .1 the *Architect* requests a change to a *Consultant* pursuant to GC 1.1.6;
- .2 the *Client* approves an increase to the *Construction Budget* or the *Construction Cost Estimate* or decreases the *Project* scope or quality, all pursuant to GC 4; or
- .3 either the *Architect* or the *Client* provides its consent to an assignment, sublet or transfer of an interest in the contract (other than to *BC Housing*) pursuant to GC 15.5,

the *Client* or the *Architect*, as applicable, will notify BC Housing in writing and obtain the prior written approval from BC Housing.

.4 The *Architect*:

- .1 hereby grants *BC Housing* with the same rights to use the *Instruments of Services* as the *Architect* grants to the *Client* pursuant to GC 6 (as modified by these Supplementary Conditions);
- .2 before performing any *Services*, will add *BC Housing* as an additional insured to any insurance policy the *Architect* is required to obtain pursuant to this agreement; and
- .3 will indemnify *BC Housing* to the same extent as the *Architect* indemnifies the *Client* pursuant to GC 8.1 (as modified by these Supplementary Conditions).

2. Article 10

Delete Article A10 in its entirety and replace with the following:

“A10 The Architect shall provide the Services described in Schedule(s):

- **[INSERT SCHEDULES THEN DELETE THIS NOTE BEFORE USING]**

The Client shall be responsible for other services as indicated in Schedule(s):

- **[INSERT SCHEDULES THEN DELETE THIS NOTE BEFORE USING]”**

3. Article A15

Delete Article A15 in its entirety.

4. Article A17

Delete Article A17 in its entirety and replace with the following:

“A17 The *Client* shall pay all undisputed amounts to the *Architect* within 30 days after receipt of an invoice by the *Client*. An invoice unpaid after 60 days shall bear interest, calculated monthly at a simple interest rate of 3% per annum.

5. Article A18

Delete “by facsimile,” in the second line of Article A18.

6. Articles A20, A21, A22 and A23

Delete Articles A20, A21, A22 and A23 in their entirety and replace with the following:

“A20 The *Architect* must, without limiting its obligations and at its own expense, purchase or cause to be purchased and maintain throughout the term of this contract the following insurances with insurers licensed in Canada in forms acceptable to the *Client*:

- .1 Commercial General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this contract and arising out of the operations of the *Architect*, the *Architect’s Consultants* and sub-consultants and their respective servants, agents, or employees under this contract.
- .2 Professional Errors and Omissions Liability Insurance protecting the *Architect*, the *Architect’s* insurable *Consultants* and sub-consultants and their respective servants, agents, or employees against losses, claims, damages, actions, and causes of action 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 errors, omissions or negligent acts of the *Architect* or their *Consultants*, sub-consultants, servants, agents, or employees under this contract. Such insurance shall be in an amount usual for a contract of this nature but for no less than \$1 million per occurrence and \$2 million in the aggregate.
- .3 Structural, Mechanical, Electrical and Civil *Consultants* engaged by the *Architect* must purchase and maintain Professional Errors and Omissions Liability Insurance coverage in an amount appropriate for the size, complexity and value of the work they are subcontracted to perform but for no less than \$500,000.00. All other specialty *Consultants* to carry a minimum of \$250,000.00 Professional Errors and Omissions Liability Insurance despite their subcontract value.
- .4 The Professional Errors and Omissions Liability insurance shall be maintained continuously from the commencement of the *Services* until seventy-two (72) months after substantial performance of the

Work. The insurance policy shall include a requirement that no cancellation of the insurance shall be made except with at least thirty (30) business days written notice from the insurer to the *Architect*. The *Architect* shall advise the *Client* in writing of any cancellation or reduction in the level of insurance coverage.

- .5 The *Architect* must:
- (a) within ten (10) business days of commencement of the *Services*, provide the *Client* with evidence of all required insurance in a form acceptable to the *Client*;
 - (b) within ten (10) business days of the expiration of any insurance policy during the term of this contract, provide the *Client* with evidence of new or renewal policy, showing no break in coverage, in a form acceptable to the *Client*; and
 - (c) upon request by the *Client* at any time, provide to the *Client* certified copies of the required insurance policies.
- .6 The *Architect* shall provide, maintain, and pay for any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

7. Article A24

Insert “the province of British Columbia and the laws of Canada applicable therein” in the blank space at the end of Article A24.

8. Article A25

Add “, including the Supplementary General Conditions attached hereto,” after “This contract” in the first line of Article A25.

9. Article A26

[IF SCHEDULES HAVE BEEN ADDED MAKE SURE THEY ARE IDENTIFIED BELOW APPROPRIATELY THEN DELETE THIS NOTE BEFORE USING]

Add a new Article A26 as follows:

“A26 If there is any conflict, ambiguity or inconsistency between one or more of the documents comprising the contract, the document first listed below shall take precedence:

- Supplementary General Conditions (this document),

- Articles of agreement (A1 – A26),
- Definitions and the General Conditions, which shall have equal priority,
- Schedule A, Services (including Schedules A1-A5 which shall have equal priority),
- Schedule C, Time Based Rates,
- Schedule B, Reimbursable Expenses,
- Schedule D, Proposal Extracts”

DEFINITIONS

10. General Review

In the third line of the definition for “General Review”, delete “in their professional discretion,” and replace with “that a reasonable and prudent registered architect experienced in projects similar to the *Project* would”.

11. Add the following as new definitions:

“BC Housing

BC Housing means the British Columbia Housing Management Commission.

Client Default Notice

Client Default Notice has the meaning set out in Article A0.

Design Coordination

Design Coordination is the development and integration of *Construction Documents* prepared by the *Architect* or the *Consultant(s)* to create a unified set of *Construction Documents* capable of supporting the timely and proper performance of the *Work*.

Records

Records means all invoices, payment applications and supporting information, timesheets, reports, documents, accounts, plans, memos, records, price lists, notes, forms, correspondence, permits, approvals and other similar items related to the contract or the performance of the *Services*.

Step-In Notice

Step-In Notice means a written notice from *BC Housing* to the *Architect* stating that *BC Housing* agrees to assume all the rights and obligations of the *Client* under the contract,

including any liabilities for outstanding payment, and to otherwise take over the contract from the *Client*.

Notice of Default

Notice of Default means a written notice from the Architect or the Client to the other party, it notifies the receiving party of a breach of its contractual obligations, citing the breach(es) and includes specific examples.

GENERAL CONDITIONS

12. GC 1 Architect's Responsibilities and Scope of Services

12.1 Delete GC 1.1.5 in its entirety and replace it with:

“.5 engage those *Consultants* identified in Article A11.1 of the agreement, and any other *Consultants* the *Architect* engages in accordance with this contract, under contracts that incorporate applicable terms and conditions of this contract. The *Architect* shall be fully responsible and liable for acts or omissions of each *Consultant* engaged by it and for any failure by any such *Consultant* to perform the *Services* in accordance with this contract, provided that the *Client* may not require the *Architect* to engage any *Consultant* to which the *Architect* reasonably objects,”

12.2 Delete GC 1.1.6 in its entirety and replace it with:

“obtain the *Client*'s prior written approval of any change to a *Consultant* engaged by the *Architect*, which approval shall not be unreasonably withheld,”

12.3 Add the following as a new GC 1.1.12:

“regardless of the *Architect*'s scope of *Services* in Schedule A – *Services*, perform *Design Coordination* and perform such *Design Coordination* in an efficient and timely manner so as to avoid delays to the *Project*.”

13. GC 2 Additional Services

13.1 Add the following as new GC 2.4:

“The *Architect* shall use the rates set out at Schedule C to price *Additional Services*.”

14. GC 3 Client's Responsibilities

14.1 At the end of GC 3.2 insert the following:

“If the *Architect* determines that it requires information to perform the *Services* which has not been provided by the *Client*, then the *Architect* will promptly request in writing such information from the *Client*.”

14.2 At the end of GC 3.3 insert the following before the final period:

“, provided that the *Architect* may not rely on any information it knows to be inaccurate or incomplete or on any information which the *Architect* ought to have known was inaccurate or incomplete based on the *Architect*'s standard of care described in GC 7 Standard of Care.”

14.3 Delete GC 3.4.3 in its entirety and replace with the following:

“.3 ensure that the *Consultants* identified in Article A11.2 of the agreement are engaged under contracts compatible with this contract; provide upon the *Architect*'s request a copy of such contracts (which may be redacted by the *Client* to remove any confidential or commercially sensitive information); provide evidence that such *Consultants* carry professional liability insurance reasonable for the level of work they have been contracted to perform; and seek input from the *Architect* prior to changing any *Consultants* identified in Article A11.2 of the agreement,”

14.4 Delete GC 3.4.8 in its entirety and replace with the following:

“.8 except to the extent the *Architect* is expressly responsible under this contract, obtain and pay for all development approvals and permits required by authorities having jurisdiction,”

15. **GC 5 Architect's Role and Authority During Construction**

1.1.1 Delete GC 5.4.3 in its entirety and replace with the following:

“.3 manage or be included in all relevant communications between the *Client* and the *Constructor*,”

16. **GC 6 Use of Documents**

Delete GC 6.3, GC 6.4 and GC 6.5 in their entirety and replace with the following:

“6.3 The *Architect* grants to the *Client* a non-exclusive, transferable, royalty-free, perpetual license to use the *Instruments of Service* solely for the purpose of constructing, using, maintaining, altering, and adding to the *Project*. The *Architect* may rescind the license if the *Client* has failed to fulfill a material obligation under this contract including failure to make payment for *Services* when due, or if the *Architect* terminates this contract pursuant to GC 11.4. If the *Architect* elects to rescind the license it must first provide written notification to the *Client*.

Notwithstanding anything to the contrary in this GC 6.3, if:

- .1 there is an unsettled dispute regarding the *Client's* unfulfilled obligation(s); or
- .2 the *Client* responds to the *Architect's* notice to rescind the license within twenty (20) business days with a notification of dispute,

then the *Architect's* right to revoke the *Client's* license will be delayed until the dispute is settled.

- 6.4 The *Instruments of Service* shall be used only by the *Client* and its authorized representatives, agents, *Consultants*, *Constructors* and subcontractors for the intended purposes of the *Project* at the *Place of the Work* and any other reasonable location used in preparation for the *Work* and shall not be offered for sale or transfer to third parties without the *Architect's* written consent.
- 6.5 Any alterations unauthorized by the *Architect* or unauthorized use of the *Instruments of Services* shall be at the *Client's* sole risk. Moreover, the *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including legal costs) associated with such unauthorized alterations or unauthorized use. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any unauthorized alterations or unauthorized use."

17. GC 7 Standard of Care

In GC 7.4, delete "considers any matter to be a negligent" in the first line and replace with "discovers or becomes aware of any".

18. GC 8 Indemnification

Delete GC 8.1 in its entirety and replace with the following:

- "8.1 Notwithstanding the provision of any insurance coverage by the *Client*, the *Architect* hereby agrees to indemnify and save harmless the *Client*, the *Client's* successors and representatives of each of them from and against losses, claims, 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 errors, omissions or negligent acts of the *Architect* or the *Architect's* *Consultants*, sub-consultants, servants, agents or employees under this contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the *Client*, the *Client's* other *Consultants*, assigns and authorized representatives or any other persons."

19. GC 9 Limitations of Liability

19.1 Delete GC 9.1 in its entirety and replace with the following:

- “9.1 Subject to GC 9.4, any and all claims, whether in contract or tort, which the *Client* has or may have against the *Architect* in any way arising out of, or related to, the *Architect*’s duties and responsibilities, including those arising from GC 8 Indemnification, shall be limited in amount to the greater of:
- .1 the applicable insurance limits that the *Architect* is required to have under Article A20 of this contract; and
 - .2 the actual amount of insurance coverage that the *Architect* has in place for this *Project*.”

19.2 Delete GC 9.2.3 in its entirety.

19.3 Add a new GC 9.4 as follows:

- “9.4 GC 9.1 will not limit the *Architect*’s liability in connection with:
- .1 infringement of the intellectual property rights of a third party; or
 - .2 gross negligence or malfeasance.”

20. GC 10 Insurance

Delete GC 10.1 and GC 10.2 in their entirety and replace with the following:

- “10.1 The *Architect* shall carry professional liability insurance under a policy that has limits not less than those stated in Article A20 of the agreement.
- 10.2 The *Architect* shall carry general liability insurance under a policy with limits not less than those stated in Article A20 of the agreement, from the date of commencement of the *Services* until one year after the *Ready-for-Takeover* date.”

21. GC 11 Termination and Suspension

21.1 Delete GC 11.3.2 in its entirety and replace with the following:

- “2 the *Architect* shall promptly resume the *Services* upon request by the *Client*, and shall be entitled to be paid for all demonstrable costs it reasonably incurs as a direct result of restarting the *Services*,”

21.2 Delete “if there is no agreement to resume the *Services* within 60” in GC 11.3.3 and replace with “if the *Client* has not requested the *Architect* to resume the *Services* within 100”.

21.3 Delete GC 11.5 in its entirety and replace with the following:

“11.5 If the *Client* terminates this contract through no fault of the *Architect*, or if the *Architect* terminates this contract pursuant to GC 11.1, 11.3.3 or 11.4, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of termination, plus additional fees for demonstrable costs, which the *Architect* reasonably incurs as a direct result of the termination but, for certainty, the *Architect* shall not be entitled to any compensation for loss of profit, loss of revenue or loss of business opportunities.”

21.4 Add a new GC 11.6 and GC 11.7 as follows:

“11.6 If the *Architect* is in default in the performance of any of the *Architect*'s obligations under this contract, the *Client* may suspend or terminate this contract, in whole or part by notice in writing sent to the *Architect*. The *Client* shall not be liable for any delay costs or damages the *Architect* may suffer as a result of such suspension or termination. The *Clients*' right to such suspension or termination shall be in addition to and not in substitution for any other rights the *Client* may have under this contract or by law.

11.7 Notwithstanding anything to the contrary in this GC 11, if a party intends to terminate this contract for default (the “Provider”) it shall provide a *Notice of Default* to the other party (the “Recipient”). The Recipient may respond to the *Notice of Default* within five (5) business days after receipt with a cure plan to rectify the default(s). Provided that the Recipient submits a cure plan to the Provider within the prescribed timeframe, the Recipient will be granted fifteen (15) consecutive business days starting on the sixth (6th) business day after receipt of the *Notice of Default* to cure all defaults identified in the *Notice of Default* (the “Cure Period”). If all defaults cited in the *Notice of Default* are rectified within the Cure Period the contract will continue in full force and effect and the Provider will not have the right to terminate the contract for default due to the cited examples in the *Notice of Default*. If the Recipient fails to cure all default(s) cited in the *Notice of Default* within the Cure Period the Provider may terminate the contract immediately, subject to the provisions of A0. The parties may extend the Cure Period by mutual agreement in writing.”

22. GC 12 Payments to the Architect

22.1 Delete GC 12.3 in its entirety and replace with the following:

“12.3 The *Client* shall pay the *Architect*'s invoices as stated in Article A17 of the agreement provided the *Client* has not submitted a dispute against the invoice in accordance with GC 14.”

22.2 Add new GC 12.5 as follows:

- “12.5 The *Architect* shall include the following information in or appended to its invoices:
- i. an itemized list of all expenses or milestones claimed;
 - ii. the description and value of the progress claimed at each phase of the project as identified at A13 and as otherwise detailed in the agreement;
 - iii. the total of all previous claims against the agreement, and the extensions of the total to date;
 - iv. any tax being claimed;
 - v. purchase order and/or agreement number, if applicable;
 - vi. deduction for holdback, if applicable;
 - vii. a description of any *Services* performed by a *Consultant* or sub-consultant which are invoiced under this contract, including a copy of their invoices; and
 - viii. such other information as may be reasonably required by the *Client*.

By submitting an invoice, the *Architect* certifies that the invoice is consistent with the work delivered and is in accordance with the agreement.”

23. GC 13 Percentage-Based Fee

Add a new GC 13.5 as follows:

- “13.5 If the *Architect* fails to comply with any of its obligations under the contract, including any failure to properly perform *Design Coordination*, and such failure directly or indirectly causes a change order, then the value of the change order will not be included in the calculation of the *Consultant’s* fee.”

24. GC 15 Miscellaneous General Conditions

24.1 Add the following at the end of GC 15.5:

“If *BC Housing* provides a *Step-In Notice* to the *Client* in accordance with this agreement, then the *Client* will be deemed to consent to the transfer and assignment of all the rights and obligations of the *Client* to *BC Housing* and the *Client* will take such further actions, including executing a formal assignment and/or novation agreement, as are required to effect such transfer and assignment to *BC Housing*.”

24.2 Add a new GC 15.7, GC 15.8, GC 15.9, GC 15.10 and GC 15.11 as follows:

- “15.7 The *Architect* will commence, perform and use reasonable commercial efforts to complete the *Services* in accordance with any reasonable schedule and

timelines established by the *Client*, provided that the *Architect* will not be responsible for delays caused by reasons that are beyond the control of the *Architect*. The *Architect* will immediately notify the *Client* if the *Architect* becomes aware or has reasonable grounds to expect that it may be unable to complete the *Services*, or any part of the *Services*, in accordance with the above timelines for any reason.

- 15.8 The *Client* may at any time require the *Architect* to replace any of the individuals performing the *Services* or any *Consultant* engaged by the *Architect*, where the *Client* reasonably objects to their performance, qualifications or suitability.
- 15.9 The *Architect* will not have any right, power or authority to subcontract or delegate the supply or provision of the *Services* to be performed hereunder, or any portion thereof, without the *Client*'s prior written consent, not to be unreasonably withheld.
- 15.10 If the *Architect* is comprised of more than one legal entity, then all liabilities and obligations will be joint and several.
- 15.11 The *Architect* shall notify the *Client* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Client* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the "IT Threat"). In the event the *Client* becomes aware of an IT Threat, the *Client* may, at its sole discretion, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact."

25. Audit

25.1 Add the following as a new GC 16

"GC 16 Records and Audit

- 16.1 The *Architect* will keep and maintain full and detailed *Records* for six (6) years after completion or termination of the contract. During this period, the *Client* may at any time conduct an audit of the *Records*. Unless the *Architect* and the *Client* agree otherwise, the audit will take place during normal business hours. The *Client* may be assisted by a third-party audit firm of the *Client*'s choice. In conducting the audit, the *Client* will have all powers necessarily incidental to conducting an audit, including the right to have reasonable access to the *Architect*, its offices and its personnel and to inspect and take copies of any *Record*, including with respect to:

- i. the amount claimed under the terms and conditions of the contract;
 - ii. the amount claimed under any *Consultant* or sub-consultant invoice;
 - iii. the elements making up the price of *Additional Services*;
 - iv. any amounts owed by or owing to the *Client* as a result of termination of the contract; and
 - v. compliance with any certification given by the *Architect*.
- 16.2 If the *Client* provides notice to the *Architect* that the *Client* is conducting an audit, the *Architect* shall provide an initial response to the *Client* within five (5) business days. The *Architect* will promptly provide all other information reasonably requested by the *Client* or its audit firm. The *Architect* will reasonably cooperate with the *Client* and its audit firm in the conduct of any audit and will promptly review and settle with the *Client* all matters arising from such audit, including the refunding of monies to the *Client*, if applicable.
- 16.3 The *Architect* must ensure that all direct and indirect contracts with *Consultants* and sub-consultants include an agreement to be bound by the terms of this GC 16 and to provide access to the *Client* and its third-party audit firm to perform an audit in accordance with GC 16. The *Architect* agrees that both the *Client* and its third-party audit firm may request information to support an audit directly from any of the *Architect's* *Consultants* or sub-consultants and the *Architect* will not prevent or influence its *Consultants* or sub-consultant from supplying the information.
- 16.4 Notwithstanding the above, subject to applicable law, the right to review, inspect audit or copy will not extend to financial statements of the *Architect* or to the composition of agreed upon lump sums, fixed unit rates or percentages.”

SCHEDULES

26. Schedule B – Reimbursable Expenses

Delete the body of Schedule B – Reimbursable Expenses in its entirety and replace with the following:

“ [INSERT SCHEDULE FOR REIMBURSABLE EXPENSES (DOC #: P-GFP-2017) THEN DELETE THIS NOTE BEFORE USING.] ”

26 Add new schedule D as follows:

“Schedule D – Proposal Extracts

The following extracts from the Architect’s proposal are hereby incorporated and form part of this contract:

1. [INSERT EXTRACTS THEN DELETE THIS NOTE BEFORE USING] ”

END OF DOCUMENT



Canadian Standard Form of Contract for Architectural Services

DOCUMENT SIX

2018 Edition

ADAPTED FOR:

Affix

RAIC Authorization

Seal Here

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 between Architect and Client.

The Royal
Architectural Institute
of Canada

Canadian Standard Form of Contract for Architectural Services

Document Six 2018 Edition

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

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

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

The Royal Architectural Institute of Canada

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A10	Professional Services
A11	Consultants
A12-A19	Fees and Reimbursable Expenses
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	Signing page

Definitions pages D1 and D2

General Conditions pages GC1 to GC7

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GC1	Architect's Responsibilities and Scope of Services
GC2	Additional Services
GC3	Client's Responsibilities
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Schedules

Schedule A – Services (tabular)
and
Schedule B – Reimbursable expenses (tabular)
and
Schedule C – Time-Based rates (tabular)

Supplemental Schedules

Schedule A1 – Predesign Services
Schedule A2 – Building Condition Report Services
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Document Six – 2018 Edition
Revised 2020-09

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Canadian Standard Form of Contract for Architect's Services

DOCUMENT SIX

2018 Edition

Agreement

A1 This agreement is made on:

(Date)

A2 between the *Client*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A3 and the *Architect*:

(Name)

(Address)

(City)

(Province)

(Postal Code)

(E-mail)

(Fax no.)

A4 for the following *Project*:

A5 at the following *Place of the Work*:

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

A7 The *Construction Budget* is: \$ _____

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

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

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

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

.2 by the *Client*:

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

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

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

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

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

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

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

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

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

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

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

OR (Strike out either A20 or A21.)

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

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

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

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

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

Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

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Definitions

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

Additional Services

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

Architect

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

Client

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

Construction Budget

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

Construction Contract

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

Construction Cost

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

Construction Cost Estimate

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

Construction Documents

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

Constructor

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

Consultant

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

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General Review

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

Instruments of Service

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

Place of the Work

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

Project

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

Ready-for-Takeover

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

Reimbursable Expenses

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

Services

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

Toxic or Hazardous Substances or Materials

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

Value Added Taxes

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

Work

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

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General Conditions

GC0 Preamble

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

GC1 Architect's Responsibilities and Scope of Services

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

GC2 Additional Services

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

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

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

GC3 Client's Responsibilities

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

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

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

3.3 The *Architect* shall be entitled to rely upon the accuracy and completeness of all information provided by the *Client*, *Consultants*, or other third parties engaged by the *Client*.

3.4 The *Client* shall:

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

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

GC4 Construction Budget, Construction Cost Estimate and Construction Cost

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

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

GC5 Architect's Role and Authority During Construction

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

GC6 Use of Documents

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

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6.5 Any alterations to or unauthorized use of the *Instruments of Service* shall be at the *Client's* sole risk. Moreover, the *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including legal costs) associated with such alterations or unauthorized use. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any alterations or unauthorized use.

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

6.7 This GC6 shall survive suspension, termination, or completion of this contract.

GC7 Standard of Care

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

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

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

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

GC8 Indemnification

8.1 Subject to GC 9 Limitations of Liability, the *Architect* and the *Client* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party, provided such claims are attributable to:

- .1 negligent performance of professional *Services* by the *Architect* or by those for whom the *Architect* is responsible in law, or
- .2 a breach of this contract by the party from whom indemnification is sought.

8.2 This GC 8 shall survive suspension, termination or completion of this contract.

GC9 Limitations of Liability

9.1 Any and all claims, whether in contract or tort, which the *Client* has or may have against the *Architect* in any way arising out of, or related to, the *Architect's* duties and responsibilities, including those arising from GC 8 Indemnification, shall be limited in amount to the lesser of:

- .1 the amount of insurance coverage provided under Article A20 or A21 of the agreement that is available at the time the claim is made, or
- .2 the amount stated in Article A22 of the agreement.

9.2 The *Architect* shall not be liable, in contract or tort, for:

- .1 any alterations to the *Architect's* design or to the *Construction Documents* made by the *Client*, the *Constructor*, or other third parties without the *Architect's* written approval,
- .2 acts, omissions, or errors of the *Client*, of *Consultants* or other third parties retained by the *Client*, or of the *Constructor*, nor
- .3 the result of any interpretation or finding of the *Architect* rendered in good faith in accordance with the *Construction Documents*.

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

GC10 Insurance

10.1 Unless the *Client* arranges and pays for project specific professional liability insurance as stated in Article A21 of the agreement, the *Architect* shall carry professional liability insurance under a policy that has limits not less than those stated in Article A20 of the agreement.

10.2 The *Architect* shall carry general liability insurance under a policy with limits not less than those stated in Article A23 of the agreement, from the date of commencement of the *Services* until one year after the *Ready-for-Takeover* date.

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

GC11 Termination and Suspension

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

GC12 Payments to the Architect

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

GC13 Percentage-Based Fee

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

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

GC14 Dispute Resolution

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

GC15 Miscellaneous General Conditions

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

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