



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD

Lighting the Way ~ Rejoicing in Our Journey

REQUEST FOR PROPOSAL NUMBER: CP2102
Architectural Services for New Catholic Elementary
School in Sarnia, ON

Submission Deadline and Location:

December 8, 2020
4:00:00 PM Local Time
Submission Via Email

Issued: November 6, 2020

PART 1: INTRODUCTION

1.1. **INTRODUCTION**

The St. Clair Catholic District School Board (hereafter referred to as the “SCCDSB” or the “Board”) invites interested parties to submit sealed submissions in response to this Request for Proposal (“RFP”) document. The SCCDSB currently operates 25 elementary schools, 2 secondary schools, and an administrative office within Sarnia-Lambton and Chatham-Kent

1.2. **PURPOSE**

The purpose of this RFP document is to select a number of architectural firms to provide the Scope of Services described herein in accordance with the terms and conditions outlined in this RFP. Proponents must be licenced in the province of Ontario with a current certificate of practice issued by the Ontario Association of Architects (OAA). The successful proponent(s) shall provide services for the projects described herein.

New Construction - French Immersion Catholic Elementary School

The Board is proposing to construct a new two-storey elementary school and child care centre located in the City of Sarnia. The project is expected to proceed immediately with an overall construction budget of 15 Million. Construction is expected to start in the fall of 2021, and substantial completion is to occur by July 1, 2023.

1.3. **DEFINITIONS AND INTERPRETATION**

The following words are used throughout the bid document and proponents should note these conditions when completing their bid submission.

“ADDENDUM” means a written instruction and/or clarification issued to the RFP Document. The term addenda is to mean the same as Addendum.

“AGREEMENT” or “CONTRACT” means the final document including, but not limited to, the terms and conditions of this document.

“APPLICABLE LAW” and “APPLICABLE LAWS” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“ARCHITECT” means any person, firm or organization, as the case may be that has been awarded the contract to perform work as outlined within this RFP.

“BID IRREGULARITY” means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the SCCDSB.

“BID SUBMISSION” or “SUBMISSION” means all of the documentation and information submitted by a Proponent in response to this request.

“CONFLICT OF INTEREST” means any situation or circumstance where, in relation to performance of obligations under the RFP, the Proponent’s other commitments, relationships, or financial interests could result in a real, perceived, or potential unfair advantage to the Proponent

“CONTRACTOR” or “VENDOR” means an entity that submits a bid in response to this document, as the context may suggest, refers to a potential Contractor or Vendor.

“INFORMAL” shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.

“MUST” shall mean proponents “must” include the required information in the bid submission. Failure to include the required information may deem the submission informal.

“PROPONENT” means an entity that submits a bid in response to this RFP document, as the context may suggest, refers to a potential Proponent.

“SELECTION COMMITTEE” or “EVALUATION TEAM” means the individuals who have been selected by the Purchaser to evaluate the Proposals.

“SHOULD” shall mean proponents “should” include the required information in the bid submission.

“SUBCONTRACTOR” means the subcontractor and/or business who contracts to provide some service or material necessary for the performance of another’s contract.

[End of Part 1]

PART 2: RFP PROCESS, INSTRUCTIONS, TERMS & CONDITIONS

2.1. **RFP Schedule**

For the purposes of this RFP, the Board has established the following timing deadlines for the completion of the RFP process.

Event	Date & Time
Notice of Procurement Issued	November 5, 2020
RFP Issued	November 6, 2020
Last day to submit questions and request clarification	November 27, 2020 @ 12:00 PM
RFP Close	December 8, 2020 at 4:00:00 PM

2.2. **RFP CONTACT**

Tony Prizio, Supervisor – Procurement
St. Clair Catholic District School Board
420 Creek Street, Wallaceburg, ON
P: (519) 627-6762 x10256
E: purchasing@st-clair.net

2.3. **DOCUMENT AVAILABILITY**

RFP documents are available on the Board’s Website www.st-clair.net under Bid Opportunities or on Biddingo www.biddingo.com. The Board assumes no responsibility for the proponent’s failure to examine **all** of the RFP Documents.

2.4. **ACCEPTANCE OF TERMS**

The submission of a proposal by a Proponent represents that the Proponent has read and completely understands, and accepts all provisions contained within this RFP. Any proposal that has alternative terms and conditions to those contained herewith may be considered a counteroffer to the Board’s request and may be rejected.

2.5. **AGREEMENT TO ABIDE BY ESTABLISHED PROCESS**

It is vital to the Board that the process leading the acceptance of a submission(s) be open and fair and that each Bidder be treated equally. No Bidder can be seen to be deriving, intentionally or otherwise, and advantage or information, which is not equally available to all other Bidders. Nor is it acceptable that any advantage or information sought or obtained from any unauthorized staff and representatives of the Board or any benefit is derived from any special or personal relationships or contacts.

The following rules must be observed to protect the integrity of the competitive procurement process:

- All communications, including requests for information, must be between only the Representative of the Board and each Bidder who have been authorized and designated for that particular purpose.

- Apart from the communications between and among the designated representatives, there must be no communication between any other Board staff and any other representatives of the Bidder, and no giving of information with respect to the competitive procurement process and the final contract.
- Any attempt on the part of the Bidder, or any of its Employees, Agents, Vendors, or Representatives to contact any person(s) other than the designated SCCDSB representative(s) with respect to the competitive procurement process or any violation of the above requirements will be grounds for disqualification. The Board may, at its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission submitted by that Bidder.

Bidders accepts and agrees to observe the conditions listed herein, inform their staff thereof, and ensure their compliance by submitting an executed Bid Submission in response to this RFP.

2.6. PROPOSAL SUBMISSION

Proposals must be submitted using the following Two-Envelope format.

As a result of the COVID-19 Pandemic, the Board has suspending in-person and hard copy submissions.

The Written Submission must be received by email by the date and time as stated in this RFP document with the following clearly identified in the subject line of an email:

RFP CP2102 Written Submission – COMPANY NAME

The Fee Schedule must be received as a separate email from the Written Submission. The Fee Schedule must be received by the date and time stated in this RFP document with the following clearly identified in the subject line of an email:

RFP CP2102 Fee Schedule – COMPANY NAME

The body of each email must list the proponent's full name and address. Submissions must be returned to:

Purchasing Department: purchasing@st-clair.net

Bids MUST be received no later than the date and time specified in this RFT document. Any bid submissions received after the deadline will be rejected. It is the Bidder's responsibility to ensure their Bid Submission is received by a Board representative on or before the submission deadline.

Bidders are cautioned that the timing of their Bid Submissions is based on when the Bid is RECEIVED by the Board's Server not when a bid is submitted, as email transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

In the event that the size of the bid results in a large submission, responsibility is with the bidder to send the bid in multiple emails to ensure receipt by the Board, advising the Board as to the number of emails being submitted (1/4, 2/4, etc.). The Purchasing department will reply to an email submission simply stating that that bid has been received.

For the above reasons, it is recommended that you give yourself sufficient time to complete your Bid Submission and to resolve any issues that may arise.

Bids shall be filled out in ink (scanned) or typed, signed in longhand by a duly authorized company official (having authority to bind). Failure to provide all of the requested information on the Bid Form may result in disqualification of the bid. RFP Submissions by hardcopy, telephone, or fax will not be accepted.

2.7. PROPOSAL OPENING

There will be no public opening of proposals. After bid closing all submissions will be reviewed by the Board's Selection Committee.

2.8. SELECTION COMMITTEE

The selection committee will consist of Board employees. The role of the selection committee is to fairly evaluate proposals based on the predetermined evaluation criteria.

2.9. QUESTIONS AND REQUESTS FOR CLARIFICATION

Proponents finding discrepancies, ambiguities or omissions in the RFP documents or having doubt as to the meaning or intent thereof, shall immediately notify the Procurement Department. The board is not responsible for any misunderstanding of the RFP on the part of a Proponent. Questions must be received by the date and time specified in the RFP Document. Responses will be provided in writing for the benefit of all Proponents in the same manner the original RFP documents were issued. The Board reserves the right to edit questions for clarity, exclude questions that are unclear, or answer similar questions from various Proponents only once.

All questions to be addressed in writing to: Purchasing Department
St. Clair Catholic District School Board
Email: purchasing@st-clair.net

For the purpose of this RFP, Proponents shall not contact anyone in the Board other than the designated contact listed in these bid documents. Any unauthorized communications may result in disqualification.

The Board is not responsible for any misunderstanding of the RFP on the part of a Proponent. It is the responsibility of the Proponent to seek clarification on any matter it considers to be unclear. Proponents shall not, after the submission of a Proposal, claim that there was any misunderstanding or claim there were discrepancies, ambiguities, or omissions with respect to the Bid Documents. Nor shall a Proponents claim that the Purchaser is responsible for any of the circumstances listed above.

2.10. ADDENDA

Proponents may also, during the RFP Process, be advised by Addendum of any additions, deletions or alterations to RFP documents. All such Addenda shall become part of the RFP Documents.

If an addendum is issued, the document(s) will be made available to Proponents through the same platform that the original RFP documents were issued. Proponents are responsible for verifying before submitting its response that it has received all addenda that may have been issued.

Where a Proposal Submission has been received by the Board prior to the publication of an Addendum or notice, the Board shall allow that Proponent to submit a revised Proposal prior to the closing date for the RFP or send written acknowledgement (which may be by email) to the RFP contact that the original Proposal Submission still stands.

2.11. WITHDRAWAL OR AMENDMENT OF SUBMISSION

A Proponent may alter, amend, or withdraw a submitted proposal if such request is received in writing by the contact person for this RFP prior to the closing date and time specified in this document. The last submission shall supersede and invalidate all previous submissions by that Proponent as it applies to this bid. Such requests received after the closing date and time will not be permitted. It is solely the Proponent's responsibility to ensure their bid is resubmitted no later than the bid submission deadline.

2.12. BID ACCEPTANCE

It shall be understood by all proponents, that the RFP submission shall be valid and subject to acceptance by the Board, and that no adjustments shall be made to the proposal for a period of up to and including ninety (90) days from the RFP Closing Date to allow sufficient time for evaluation of the proposals.

The Board reserves the right to determine the successful proponent at its sole discretion. The lowest cost may not be accepted. The Board reserves the right to decline any or all proposals, in whole or in part, at any time prior to making an award.

The successful proponent shall be required to enter into a formal contract with the Board, which will include the terms and conditions of the RFP documents, the Proponent's proposal, and all other applicable documents.

2.13. CANCELLATION

The Board may cancel this RFP at its discretion at any time prior to an award. The Board may do so without providing reasons and issue a new request for proposal, request for qualifications, or do nothing.

2.14. CLARIFICATION

The Board reserves the right to seek clarification from any Proponents without being obligated to all Proponents if it finds certain aspects of a proposal unclear.

2.15. PROPOSAL INELIGIBILITY

Proposals may, at the discretion of the Owner, be declared informal for any of the following reasons:

- the proposal is late, incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, or
- the Bid Forms and/or enclosures are improperly prepared, or
- the prices seem to be so unbalanced as to adversely affect the interests of the Owner, or
- the proposal is based upon an unreasonable period of time for completion or delivery, or
- the proposal does not include the required Proof of Insurance

2.16. BOARD'S RIGHT TO WAIVE MINOR IRREGULARITY

The Board reserves the right to accept or waive a minor irregularity, or where practical to do so, the Board may as a condition of bid acceptance request a Proponent to correct a minor irregularity with no change in bid price. Items of non-compliance on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the Board. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.

2.17. ERRORS AND OMISSIONS

The Board will not be held liable for any errors or omissions in any part of the RFP. While the Board has used considerable effort to ensure an accurate representation in the RFP, the information contained in the RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive.

2.18. PROPONENT EXPENSES

Any and all costs and expenses incurred by Proponents in the development, preparation, submission or presentation of their Proposals, or otherwise related to its participation in this RFP process will be borne by the Proponents. The selection of any Proposal, or the rejection of any or all Proposals, or the termination/cancellation of this RFP process, or initiation of a new RFP process shall not render the Board liable to pay or reimburse any such costs or damages incurred by any Proponent, or any partner or contractor of such Proponents.

2.19. AWARD

The Board shall, at its sole discretion, be the only determiner of the acceptability and suitability of services offered for the purpose for which such services are required. The Board has the right to reject any or all proposals. The lowest Bid will not necessarily be accepted. The invitation to bid does not constitute an offer by the Contractor to enter into a contract. In the event of a tie, a coin flip conducted by the Supervisor – Procurement (or designate) with a minimum of one other Board staff will determine the successful proponent.

Acceptance of the bid and/or award is subject to the approval of the St. Clair Catholic District School Board's Board of Trustees.

The SCCDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if, in the opinion of the SCCDSB, the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the bidder.

2.20. FORM OF CONTRACT

The Contract Form for the Scope of Services shall be the Canadian Standard Form Agreement between Architect and Client Document 600-2013 as published by the Ontario Association of Architects ("OAA"), as amended. The Scope of Services and the terms and conditions associated with performing the Scope of Services as embodied in this RFP shall form part of the Contract between the Board and the successful Proponent. In the RFP Submission, Proponents shall identify any part(s) of the proposal Contract Form to which the Proponent objects.

The Successful Proponent will be required to enter into a "Contract" for this RFP within ninety (90) days of selection for the provision of these services. If the selected proponent fails to execute the Contract within ninety (90) days after being selected, the Board, in its sole and absolute discretion and without incurring any liability, rescinds the selection of that proponent.

Proponents shall review and understand the draft of the contract in Appendix G of this RFP as it contains further pertinent terms and conditions of the RFP.

2.21. ENTITLEMENT TO A DEBRIEFING

In accordance with the Broader Public Sector Procurement Directive unsuccessful Proponents are entitled to a debriefing, during which they will be provided with feedback regarding their submission. In order to be debriefed, unsuccessful proponents must contact the Owner representative identified in the RFP Documents in writing to request a debriefing within sixty (60) days from the date of the notification of award.

2.22. BID DISPUTE PROCEDURE

In the event that a Proponent wishes to review the decision of the Board in respect of any material aspect of the Request For Proposal process, and subject to having a debriefing, the Proponent shall submit a protest in writing to the Board to the SCCSDB within ten (10) days from such debriefing.

Any protest in writing that is not timely will not be considered and the Proponent will be notified in writing.

Any protest in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Proponent's arguments and supporting documentation;
- f) the Proponent's requested remedy.

2.23. INVOICING & PAYMENT

The Board shall pay by electronic funds transfer (EFT), P-Card, or cheque within twenty-eight (28) days after the receipt of a proper invoice. Invoices must follow the Board's format for consulting fees. Invoices will be reviewed before the invoice is processed for payment. Invoices must include all back-up material for time and material charges, disbursements, and other fees. Please make reference to the Purchase Order number on the invoice, if applicable.

Invoices should be delivered via email. Digital invoices will be processed as an original. Please do not send duplicate copies by mail.

2.24. TAXES

Include in bid all Taxes and all other Customs Duties and Excise Taxes which are in force at bid date as detailed in General Conditions. Harmonized Sales Tax (H.S.T.) is **not** to be included in the bid. The H.S.T. amount and the Proponent's **H.S.T. Registration Number** is to be indicated on the Bid Form in the spaces provided.

2.25. NO SMOKING POLICY

All Proponents are advised that there is no smoking permitted within the school or on Board property, and this must be strictly adhered to by all parties. The Successful Proponents shall be responsible for advising its employees or any other person doing or contracting to do the whole or any part of the work contemplated by the Agreement, of the foregoing.

2.26. SUBCONTRACTORS

The successful Proponent(s) may not, at any time, subcontract any portions of its contract with the Board nor shall it assign the contract without the written permission of the Board. The successful Proponent(s) must not, at any time, change subcontractors approved by the Board without the written permission of the Board.

2.27. GENERAL TERMS AND CONDITIONS

The issuance of this bid document shall not constitute an obligation on the part of the Board to any proponent who submits a bid.

The laws of the Province of Ontario shall govern any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid document.

All SCCDSB policies, procedures and regulations must be adhered to by the successful bidder(s).

Some of the Board sites are equipped with video surveillance cameras.

The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the Board and each school.

The successful bidder(s)' employees and contracted staff shall not be considered SCCDSB employees and shall not represent themselves as an agent of the SCCDSB nor be eligible for any of the benefits provided to SCCDSB employees.

The SCCDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the SCCDSB's opinion, their conduct has been of an unacceptable nature.

The successful bidder(s) will be responsible for ensuring that regular supervision is maintained over all working personnel. It is the bidder's responsibility to ensure that all their activities are properly coordinated with the SCCDSB's operations and modify assignments as required.

This bid document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.

The acceptance of the bid by the successful proponent(s) and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.

2.28. INSURANCE

The successful Proponent(s) must maintain, at the Proponent's expense for the entire term of the Contract or as otherwise required, all insurance as set out below. Proof of coverage must be provided as part of the proposal submission.

- Comprehensive Commercial General Liability and Property Damage with a limit of not less than **\$5,000,000.00 (five million dollars)**.
- Motor Vehicle Public Liability and Property Insurance on all owned and rented equipment with a limit of not less than **\$2,000,000.00 (two million dollars)**.
- Professional Liability (Errors & Omissions) Insurance with a project limit of no less than **\$1,000,000 (one million dollars)**

The Proponent agrees to indemnify, hold harmless, and defend the Board, its Consultants, agents or employees from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the proponent or any of its representatives, employees, or subcontractors in the execution of the work performed or by way of ownership or operation of an automobile.

The successful Proponent shall provide the Board with a complete certified copy of all policies. Copies of renewed policies must be provided to the Board on or before the policy renewal date for projects that extend past the original policy term or for multi-year contracts. The successful Proponent must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

2.29. WORKPLACE SAFETY INSURANCE BOARD (WSIB)

Successful Proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board coverage for the duration of this contract. Proof of coverage must be provided as part of the proposal submission.

Proponents must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board.

Alternatively, if the Proponent is an Independent Operator and is not classified under Class G: Construction, the proponent must provide a letter from the Work Place Safety & Insurance Board confirming independent operator status and identification number under the WSIB Act.

2.30. MEETINGS

A Post Bid Meeting may be convened and chaired by the Board who will invite the Successful Proponent(s) to review the Contract Documents and Proposal submitted. This meeting will be prior to the Board issuing a Letter of Intent or Contract. This meeting does not constitute or infer any contract award to the proposed contractor or any other contractor, nor that will the project proceed.

During the course of Work, scheduled progress meetings may be required at the call of the Project Leader.

2.31. CONTRACTED SERVICES PROGRAM

Vendors performing work on Board property must complete the Contracted Services Program. The Contracted Services Program is a joint program with Lambton Kent District School Board. This program has three basic components that **must** be met before the bid is awarded. Contractors who cannot meet the minimum requirements of this program will not be awarded this RFP. Program information can be found on the Board's web site at www.st-clair.net or through the Board contact identified previously in this document. If the contractor has already been pre-qualified by LKDSB they must provide proof of completion. Identification badges can be used on SCCDSB or LKDSB property. All Insurance and WSIB certificates must be up to date under the Contracted Services Program.

2.32. HEALTH and SAFETY

The Occupational Health and Safety Act describes the responsibilities of an employer. The Board requires Contractors to maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The Contractor shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act. All staff employed or hired by the Contractor and working on the Board's premise **MUST** be trained in WHMIS in accordance with Occupational Health and Safety Act and Regulations. They **MUST** adhere to all of the Board's Health and Safety Procedures and Guidelines and to Municipal By-Laws.

Contractor will submit proof of its health and safety program, procedures and training as detailed above upon request by the Board.

The Contractor shall appoint a Competent Person as the Supervisor of this project. The Competent Person shall be as defined in Section 1 of the Occupational Health and Safety Act.

The successful Contractor shall conform to the Ontario "Occupational Health and Safety Act" and all regulations made under said act and assume full responsibility for contraventions of same.

All workplace injuries or accidents on Board property **MUST** be reported by the Contractor to the Board's representative within 24 hours.

Any workplace injury that is defined under the Occupational Health and Safety Act as a “Critical Injury” must be reported to the Board’s representative IMMEDIATELY.

COVID-19 SAFETY MEASURES: Contractors and Consultants must observe and enforce all safety measures and standardized protocols as they pertain to health and safety during the COVID-19 Pandemic. Before an award is made, the successful Proponent must submit their firm’s COVID 19 protocol to the Board

2.33. SAFE SCHOOL PROCEDURES

Contractor’s staff is required to report to the main office of the site where work will be carried out during regular school hours and notify the school office staff of the purpose of the visit. The Contractor is required to adhere to all school specific procedures if applicable.

It is the responsibility of the Contractor’s staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties.

The following information must be recorded in a legible manner:

Date
Company Name
Employee Name
Employee Signature
Reason for Visit
Time Entering Building
Time Leaving Building

2.34. CONTRACTOR’S PERSONNEL

The Contractor shall, at its own expense, provide all the personnel required to take a proactive role in managing the project as it relates to their work and its coordination with subcontractors. This will include but is not limited to the following:

- Competent supervision of the work of the Contract and coordination with the work of other Subcontractors. This includes being responsible for and properly supervising any subcontractors of this subcontractor.
- All layout work required to complete the work of the trade contract.
- Competent supervision of the work of the trade contract to ensure work is done in accordance with the OHSA and any other applicable regulations.
- Expediting the procurement of material and equipment to ensure delivery by their required dates.
- Submission of Requests for Information where required in a timely manner and wherever possible providing the Board with information to assist in the answering of these requests.
- Submission in a timely manner of all required shop drawings and samples and assistance to the Board required to obtain approvals to suit the schedule. All shop drawings are to be reviewed by the Contractor prior to submitting for approval.
- Attendance at all construction coordination meetings when requested by the Board.
- Provision of all necessary information requested by the Board for cost control and billing purposes.
- Inspection of the work of the Trade Contract for defects and deficiencies and cooperation with the Board and other inspection authorities to allow their inspections to take place.

- Submission of pricing for all changes to the work within five (5) working days after receipt of change documentation including the breakdown and backup necessary to allow checking and approval.

2.35. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

The Purchaser is committed to the highest possible standards for accessibility. Proponent(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities.

Proponents are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Proponent.

2.36. CANADA'S ANTI-SPAM LEGISLATION

Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the Board. This also extends to communications sent on the Board's behalf. The successful proponent(s) will be required to indemnify the Board for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the Board to liability.

2.37. CONFIDENTIAL INFORMATION

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this Request for Proposal or the acceptance of any RFP submission:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfilment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

Except as provided otherwise in this request, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this Request for Proposal process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

If a portion of a Proponent's Bid Submission is to be held confidential, such provisions must be clearly identified in the Proposal.

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure and/or confidentiality agreement satisfactory to the Purchaser.

2.38. CONFLICT OF INTEREST

Proponents must declare all conflicts of interest or any situation that may reasonably be perceived as a conflict of interest in relation to the Project that exists now or may exist in the future. The Board, at its sole discretion, waives any and all actual, potential, or perceived conflicts of interest, on such terms and conditions and the Board, at its sole discretion, considers to be appropriately managed, mitigated, and minimized. In this regard the Board may require the Proponent to implement measures or take steps to manage or mitigate the impact of any actual, potential, or perceived conflict of interest.

2.39. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Bid, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

2.40. PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

The Proponent represents and warrants that if the Proponent becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the bidder will be solely responsible with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the *Personal Information Protection and Electronic Documents Act* (PIPEDA) the Proponent shall ensure compliance of all PIPEDA Protected Information that the Bidder:

- Collects directly from the individuals or indirectly from the Board or others;
- Uses or discloses in the course of responding hereto or in performing its obligations under and subsequent agreement; or
- Transfers or discloses to the Board.

2.41. TRADE AGREEMENTS

Proponents should note that procurements within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement, within the scope of the Trade and Cooperation Agreement between Quebec and Ontario or any other applicable agreement not listed herein are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

2.42. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM

The Proponent should provide Workplace Hazardous Materials Information System (WHMIS) safety data sheets (SDS) for all Services. Additionally, the Proponent should provide the Purchaser's personnel WHMIS training, as it relates to the Services, in accordance with the Ontario Occupational Health and Safety Act.

2.43. VENDOR PERFORMANCE

Where the Contractor fails to comply with any of its obligations under the Contract, the Board may issue a notice setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt

of that notice or in a timeframe as otherwise agreed to, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Board may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor may allow the Board to immediately terminate the Contract and result in the suspension of bidding privileges to the Board for up to two years at the sole unfettered discretion of the Board.

2.44. TERMINATION OF CONTRACT

Either party may terminate the Agreement on written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided.

If the Proponent fails to execute the work properly or otherwise fails to comply with the requirements of the contract to a substantial degree, the Board may correct such default and deduct the cost thereof from any payment then or thereafter due to the contractor.

The Board shall be entitled to terminate the Agreement immediately, without liability, cost, or penalty on written notice to the Proponent:

- if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property;
- if the Proponent makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- following the occurrence of any material change in the Board's requirements which results from a regulatory or funding changes, or recommendations issued by a Governmental Authority;
- in the event of a breach of the representation regarding conflict of interest;
- in the event of a misrepresentation or material breach;
- if the proponent uses, destroys, exploits, or discloses any Board Confidential Information to any Personal Information contrary to this Agreement; and
- in accordance with any provision of the Agreement that provides for early termination;

The Board reserves the right to terminate the Agreement, without cause, upon sixty (60) days' prior written notice to the Proponent.

The Board shall be liable to the Vendor only for the payment of Deliverable(s) supplied and accepted up to the date of termination.

The Board, at its sole and unfettered discretion, may extend the timelines for termination if it is deemed to be in the Board's best interest to do so.

Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

[End of Part 2]

PART 3: EVALUATING AND AWARDED RFP

3.1. **INTRODUCTION**

The RFP evaluation team will be chaired by the RFP contact listed in this RFP document.

Proposals will be evaluated by the Selection Committee consisting of appropriate Board Representatives, based on information provided by the proponents at the time of submission of their proposal.

It must be understood and accepted by any proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgement of the RFP selection committee.

Proponents must comply with all requirements specified in this RFP.

3.2. **STAGES OF PROPOSAL EVALUATION**

The evaluation of proposals will be conducted by the Selection Committee in the following two (2) stages:

Stage One: will consist of scoring each proposal by the Selection Committee on the basis of the Written Proposal Requirements.

Stage Two: The Board will open and evaluate the Fee Schedule for all Proponents. The Proponent with the lowest overall cost will receive 100/100 for their cost proposal and the other proponent will receive the pro-rated difference. The overall score for all two stages as determined by the RFP evaluation team will identify the overall ranking of the proponents to the Board.

3.3. **WRITTEN PROPOSAL REQUIREMENTS**

This section provides general guidance for preparing proposals as well as specific instruction on the format and content of the proposal. The proponent's proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Board's requirements, but rather shall provide convincing rationale to address how the proponent intends to meet these requirements. The proposal evaluations will be based solely on the information presented in the proposal.

The written proposal requirements can be found in Part 5: Required Written Submission. The response to each section shall be rated and then the rating multiplied by the weight for the section to determine the score for that section.

The submission for each section must be limited to the maximum number of pages specified. Any exceptions to this rule will be identified in the appropriate section.

Submission should be in a bound as a single PDF file for each TAB and labelled accordingly.

3.4. **WRITTEN PROPOSAL EVALUATION**

Each section of the written response will be scored on a scale of 0 - 10 as follows:

0	non-responsive
1 - 2	poor
3 - 5	below expectations
6 - 7	meets expectations

- 8 - 9 above expectations
- 10 greatly exceeds expectations

Each section scored 0 -10 will have its score multiplied against the section weight for total points awarded for that qualification section. Responses will be evaluated on the following criteria:

Tab	Evaluation Criteria	Section Weight	Points Available
1	Approach to the Assignment	1	10
2	Approach to Meeting Schedule	1.5	15
3	Approach to Cost Control	1.5	15
4	Project Specific Criteria	3	30
5	Appropriateness of Key Team Members	2	20
6	Sub Consultants	1	10
	Total		100

3.5. FEE SCHEDULE REQUIREMENTS

Proponents must complete the fee schedule and submit separately from the written proposal.

Architectural Services Fee shall be an all-inclusive price exclusive of applicable taxes and must include all engineering fees and all other consultant fees (code, structural, civil, landscape, mechanical or electrical engineering services), disbursements, travel and all other out of pocket expenses and include the services as detailed in **CANADIAN STANDARD FORM AGREEMENT between Architect and Client, Document 600, 2013 as published by the Ontario Association of Architects** found in Appendix G.

Fees will be invoiced monthly as the project progresses; calculated on the agreed Construction Budget at the commencement of the schematic phase, on the agreed to estimate of Construction Cost at the commencement of design development, construction documents and bidding phases and on the actual final cost for the construction-contract administration phase.

Construction Cost means the contract price of the project elements designed or specified by or on behalf of the Architect, permit fees and all applicable taxes whether recoverable or not (**HST excluded**), as adjusted in accordance with provisions of A11 of the amended OAA Document 600, 2013 Agreement. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated cost of construction as determined by the Architect and Owner. Construction Cost does not include the compensation of the Architect, the Architect’s consultants, the land cost, or other costs which are the responsibility of the Client.

Fees for changes to work for Services shall be as agreed prior to the commencement of services for the change. If a specified fee for a change is not agreed prior to the performance of the services in respect of the change, the fee shall be at the hourly rates submitted. Harmonized Sales Tax (H.S.T.) is extra.

PLEASE NOTE: When applying a fee as a percentage of the construction cost, it is the practice of the Board that the construction cost does not include PST, HST, or GST or value added taxes but reflects the actual construction cost before taxes.

The total stipulated sum shall include royalties, custom duties, overhead and profit, insurance premiums, freight, fuel surcharges, mileage, expenses and all other charges at the date of this RFP, and not subject to revisions due to changes in cost of labour, materials or other items. No allowance shall be made subsequently in this connection on behalf of the proponent for any error or negligence on their part.

Percentage based fees for each project will be broken down in the following format:

Phase	Scope of Services	% of Fee
1	Schematic Design	10%
2	Design Development	10%
3	Construction Documents	40%
4	Tendering	5%
5	Contract Administration	32%
6	Warranty & Closeout Documents	3%
	Total	100%

3.6. **FEE SCHEDULE EVALUATION**

Total points available 100

Each Proponent will receive a percentage of the total possible points allocated to fee for the service by dividing that Proponent's fee for the service by the lowest bid fee for the service. For example, if the lowest bid percentage offered by one Proponent is 6%, that proponent will receive 100% of the possible points. A proponent who bids 7% will receive 85.7% of the possible points ($6/7=85.7\%$) and a Proponent who bids 8% will receive 75% of the possible points ($6/8=75\%$).

3.7. **WEIGHTED CRITERIA**

Proposals will be evaluated on the following:

STAGE ONE - WRITTEN SUBMISSION	80%
STAGE TWO – PRICE	20%

In the case of a tie score, the Board will flip a coin in the presence of an unbiased third party and the winner of the coin toss will be selected.

3.8. **AWARD**

Proponents will receive a final score based on their written submission and fee schedule. Upon award, the successful proponent and the Board shall negotiate a final contract in accordance with the terms and conditions set forth herein and set out in the proponent's submission.

The Board intends to award this RFP to the architectural firm with the highest overall score.

PART 4: SCOPE OF SERVICES

4.1. **INTRODUCTION**

The Board is seeking the services of experienced architectural firms to provide complete architectural services including schematic design, design development, contract documents & tendering, and construction phase & contract administration for the construction of a new Catholic Elementary School in Sarnia, ON

4.2. **SCOPE OF WORK**

The Board is planning to construct the following two-storey elementary schools as described below:

French Immersion Catholic Elementary School – Sarnia

The construction of a new French Immersion Catholic Elementary School in the City of Sarnia needs to facilitate instructional spaces containing 28 classrooms (5 FDK rooms, 21 standard classrooms, 1 Art Room and 1 Science Room), double gym complete with dropdown stage and changing rooms and a library (learning commons) with a chapel. Please refer to Appendix E for a preliminary Space Template. The building will require all spaces (instructional and operation) to be building to Ministry standards unless otherwise directed by the board's project lead. The building will also contain a childcare and family centre. This project has received a total allocation from the Ministry of Education in the amount of \$ 17,044,017. The Ministry's allocations as noted above will be required to cover all costs associated with building a new Elementary School and Childcare Centre including but not limited to architectural fees, construction, all permits and fees, site preparation, geotechnical investigations, any special studies, furniture and equipment. The Building Size is estimated to be 6,858 m² (73,822 ft²) and within this footprint the estimated Childcare and Family centre is 790 m² (8,500 ft²). Board anticipates opening the new Elementary School and Childcare in September 2023.

4.3. **SCOPE OF SERVICES**

A draft professional services agreement for this assignment, based on the Canadian Standard Form of Contract for Architectural Services Document 600 format, has been included in Appendix G for the successful proponent's use. If the General Conditions of the RFP in any way differ from that of those found in the Document 600 the RFP will take precedence for the purpose of this RFP process until an agreement is signed.

In addition to the Architect's services identified in Appendix G, the Architect will be responsible for:

- i. Chairing User Committee meetings with the Board's end users and maintaining minutes of meetings.
- ii. Designing the concept plan which will be based on the Board's program requirements and input from the Board's User Committee.
- iii. Developing the drawings with the Board's Project Lead.
- iv. Preparing the base AutoCAD drawings for the Consultants.
- v. Preparing and submitting to the Board an estimate of construction cost at all of the various design phases.

- vi. The Architect and its Sub Consultants shall be flexible in its delivery approach to the assignment. The design and documents shall be refined and modified on an ongoing basis to meet the evolving and changing functional, schedule and cost requirements.
- vii. It shall be the responsibility of the Architect and its Sub Consultants to maintain the project schedule by any means possible at no additional cost to the Board.
- viii. The Architect and its Sub Consultants are required to meet the established budget and shall include in the Fee for any redesign necessary as a result of the design not meeting the budget and/or where costs are exceeding estimates.
- ix. Ensuring that a CCDC2 contract between the Contractor and the Board is prepared and reviewed in a timely fashion.
- x. Attending all site construction meetings with the Board Project Lead, Contractor and Consultants.
- xi. Conducting regular on-site inspections to ensure conformity with contract documents and design intent as required by the progress of the project. Submitting regular inspection reports to the owner, municipality and general contractor.
- xii. There shall be no design changes, scope changes, substitution of specified materials or issue of cost generating Site Instructions (SI's) or other documentation without specific approval from the Board.
- xiii. Developing terms of reference for all testing and inspection services.
- xiv. Responding to Contractor's Request For Information ("RFI's") during the entire length of the Project. Maintain complete tracking log of RFI's.
- xv. Providing all detailed drawings, clarifications, Site Instructions (SI's) and Potential Change Orders (PCO's) as required. Issuing Change Order Requests (COR's) as required at all times. Maintaining current and complete tracking log of all SI's, PCO's and COR's issued. Ensuring all drawings and contract documents are updated on an ongoing basis to capture all SI's and COR's issued.
- xvi. Maintaining and updating as-built drawings throughout the construction duration. At the end of the project, the Architect and Sub Consultants are required to turn over their AutoCAD drawings to the Contractor to ensure all field changes are captured in the as-built drawing set.
- xvii. Conducting a deficiency inspection in presence of the Board's Project Lead, certifying and issuing certificate of substantial performance.
- xviii. Providing as-built drawings to the Board in editable AutoCAD and PDF format no later than 60 days following substantial performance. Drawings will incorporate any field changes that took place by the Contractor. The Architect is responsible for checking the Contractor's as-built drawing addition and modifications.
- xix. Carrying out a project evaluation review 12 months after substantial performance.
- xx. Working with General Contractor to complete all outstanding work as per the Contract document and to the Board's satisfaction.

In conjunction with the Board the Architect shall:

- i. Coordinate any meetings with local authorities concerning design reviews, code compliance, jurisdictional and municipal/city by-laws.
- ii. Coordinate the geo-environmental, structural and site servicing studies of the project site.
- iii. Develop a site plan indicating the new building location, including landscaping and parking.
- iv. Based on the agreed programme of requirements and the approval of the conceptual/schematic design, develop drawings to determine precise aspects of planning, appearance, site utilization, materials and methods of construction.
- v. Hold regular design coordination meetings as required. Location will suit progress of the Project. Meetings to be chaired and minutes recorded by the Architect.
- vi. Be prepared to meet the primary stakeholders, if required, to present the project status.

PART 5: WRITTEN SUBMISSION REQUIREMENTS

TAB 1 – APPROACH TO ASSIGNMENT

The approach and methodology applied to undertaking the Project will be critical to achieving substantial completion on schedule. The Board requires the Proponent to fully understand the project requirements, Scope of Services and deliverables. The Architect shall manage its Scope of Services in order to deliver the Project on time and on budget recognizing the importance of quality assurance.

Proponents shall provide an outline of the proposed approach and methodology they will employ to successfully complete this assignment and to provide all the Scope of Services as described in this RFP including quality assurance and quality control procedures.

TAB 2 – APPROACH TO MEETING SCHEDULE

A key factor in the success of the Project(s) will be the ability to remain on schedule. This should entail the use of project software to report on schedule progress, documentation and regularly scheduled meeting with key players.

Understanding the timelines identified by the Board, Proponents shall provide an outline of how their team will meet the schedule commitments identified, and what actions will be taken to ensure the schedule is being met. Refer to Appendix F for the Board's Anticipated Project Schedule for the new construction of a Catholic Elementary School in Sarnia, ON.

Proponents shall include the names of any project software it may use to monitor schedules and track progress.

Proponents shall provide a Gantt chart schedule, complete with milestone activities and dates showing how they will meet the completion timeframes provided. Schedule to identify the completion of each phase of: schematic design, design development, contract documents & tendering, and construction and contract administration.

TAB 3 – APPROACH TO COST CONTROL

The Architect will be expected to work closely with the Cost Consultant and the Board to keep the team fully informed of the status of the design and construction development at all times, and to assist in clarifying the design intent and/or product or material specifications.

Proponents shall provide an outline of its proposed method to monitor costs associated with all design phases and construction.

TAB 4 – PROJECT SPECIFIC CRITERIA

All proponents are to provide a brief description outlining their experience and thoughts on the topics mentioned below:

- i. The Board requires a qualified architectural firm with a team of competent designers and specialists who have proven experience in building design and construction. Using Appendix D:

Relevant Project Experience, Proponents shall substantiate their experience and qualifications by including information from past Elementary School Projects have a construction value of \$10 million or greater completed in the last 7 years. Proponents shall also substantiate their experience by providing details of childcare projects completed in the last 7 years.

- ii. Proponents are to state how they would receive input of various stakeholders during the Consultation Process with the User Committee and how they intend to manage the suggestions to determine feasibility of implementation.
- iii. Energy efficient design with a proven payback. Proponents should outline in their proposal how this will be achieved. Energy initiatives should include sustainable construction practices, high performance HVAC strategies, high performance lighting and controls, materials with low VOC content, roofing materials, wise use of daylighting and minimizing water consumption.

TAB 5 – APPROPRIATENESS OF KEY TEAM MEMBERS

All key team members appointed to the Project shall be available immediately to commit to the Project(s) and for the duration of the Project(s) as required. Key team members shall have proven experience in designing and managing projects of similar nature, scope and complexity.

Proponents shall identify the Project Architect and their key team members to be assigned to the Project team and shall describe the individuals' capabilities, respective roles, responsibilities and availability for the Project. Proponents shall highlight the individuals' past relevant experience to be applied to the Project. Resumes shall be included in the Proposal.

Provide a proposed organizational chart to identify names of key individuals and roles.

Proponents shall provide an outline of the proposed time commitment for key individual team members in the following areas: consultation, schematic design, site analysis, design development, bid documents, construction and occupancy/commissioning. Information shall be presented in a clear matrix format, expressed as percentages.

TAB 6 – SUB CONSULTANTS

Proponents are to provide one page of information for each of the Mechanical, Electrical and Structural sub consultants to be assigned to this project, and ½ a page of information for the Code, Civil and Landscape sub consultants, demonstrating how the firms' past experiences, qualifications, staffing, etc. ties into the Board's objectives.

References from Ontario school boards are to be provided for all sub consultants and may be contacted by the Board. The Board reserves the right, in its sole and unfettered discretion, to reject any sub consultant that is proposed, and to work with the Architect to select sub consultants that the Board deems to be in its best interest.

5.1. **PROPOSAL FORMAT**

Proposals must include all data and information requested, and must be submitted in accordance with these instructions. The proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Board's requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. Proponents shall assume that the Board has no prior

knowledge of their experience, and the proposal evaluation will be based solely on the information presented in the proposal.

The proposal shall include the Agreement to Contract and be divided into six tabs as described below. Page limits for each section are summarized in the following table:

Tab	Title	Page Limit
	Agreement to Contract – Appendix B	
	WSIB & Proof of Insurance	
1	Approach to the Assignment	1
2	Approach to Meeting Schedule	1
3	Approach to Cost Control	1
4	Project Specific Criteria	3
5	Appropriateness of Key Team Members	1 + resumes
6	Sub Consultants	5

* Resumes, sketches and charts are not to be included in page counts

The content of each section shall address the subjects in the order and format detailed above.

Proposals will be evaluated up to the page limits listed in the format instructions. Material exceeding the specified page limits will not be evaluated. Excess material will be removed from the section to which the page limit applies.

5.2. PAGE FORMAT

Pages shall be single spaced. Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. The glossary of abbreviations, title pages, table of contents, and tabbed dividers are not included in page limitations, and therefore should not include proposal material. All copies of the proposal shall be printed single sided.

APPENDIX A: PROPONENT'S RESPONSE GUIDE

Each bid submission should be structured using only the criteria identified in this bid document.

1. A completed copy of APPENDIX B: Agreement to Contract **must** be included in your proposal submission.
2. A completed copy of APPENDIX C: Fee Proposal **must** be included in your proposal submission. .
3. Proof of WSIB Coverage and proof of insurance **must** be included in your proposal submission.
4. Proponents **must** submit their proposals using the two-stage submission process outlined in section 2.8 Proposal Submission.
5. Supplemental material will not qualify as substitutes for direct responses to the bid's requirements, except for specifically requested material.

APPENDIX B: AGREEMENT TO CONTRACT

To:

St. Clair Catholic District School Board

Request for Proposals #050-2020

Architectural Services for Two New Catholic Elementary Schools

Conflict of Interest Declaration

I /We confirm that: (please check one)

There is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting this Proposal or performing or observing the contractual obligations of the Contractor in the Agreement.

Complete with this bid submission is a declaration on company letterhead of situations which may be a Conflict of Interest or an instance of unfair advantage or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this Proposal or the contractual obligations of the Contractor under the Agreement.

Please note that the Board has the right to waive an actual or perceived conflict of interest as described in section 2.38 CONFLICT OF INTEREST.

Agreement of Terms

I/We have authority to bind the Proponent to the specific terms and conditions imposed in the Request for Proposal (RFP) and offered in the Proponent's Proposal and that by my signature on this document, the Proponents specifically agrees to all waivers, restrictions, terms and conditions and requirements of the RFP.

I/We acknowledge receipt of Addenda Numbers _____ through _____ inclusive, and that the price, or adjustment thereof, for all work required therein is included in this submission. I/We acknowledge and agree that I/we have read and completed all Contract Terms and Conditions and Appendices.

I/We agree that if notified by the Board's Procurement Department in writing of the award of the Contract, shall perform the Scope of Services in accordance with the Canadian Standard Form Agreement between Architects and Client, Document 600, as published by the OAA and the terms therein, and the terms of the said RFP and our RFP submission for the corresponding fee outlined in Appendix C: Fee Schedule.

I/We agree if awarded the contract, the key team members identified in our proposal shall be available immediately to commence the Scope of Services and shall be dedicated resources to the Project as identified in our Proposal.

I/We acknowledge that no person, firm, or corporation other than the undersigned has any interest in this RFP Submission or in the proposed Contract for which this RFP Submission is made. The undersigned also declares that the RFP Submission has been submitted without consultation, communication, agreement and/or arrangement with any competitor. A competitor is defined as any individual or organization, other than the Proponent, who has been requested to submit a Proposal or who could potentially submit a Proposal in response to this RFP, based on their qualifications and experience.

I/We have not made any knowingly false statements in our Proposal.

Signatures:

SIGNED AND SUBMITTED for and on behalf of:

Name of Proponent

Witness:

Signature

Signature

Print name and title of person signing

Print name and title of person signing

Date

Date

If Proponent is a corporation, affix corporate seal.

Please refer to Appendix A: Proponent's Response Guide to ensure you include all necessary documentation with your proposal submission

APPENDIX C: FEE SCHEDULE

Percentage Fee

The Architect is the Prime consultant and must carry all required sub consultants in their price and percentage below. For the purposes of this calculation, use a construction cost of \$ 15,000,000.00. **When applying a fee as a percentage of the construction cost, it is the practice of the Board that the construction cost does not include GST, HST, or PST or value added taxes but reflects the actual construction cost before taxes.** Percentage fee and dollar amounts shall exclude GST, HST, PST, and all value added taxes. Percentage fee for scope of services shall be related to the construction of a new Catholic Elementary School in Sarnia. One rate should be given and applicable for either construction project if awarded.

Percentage Fee: _____

Professional services rendered will use the assigned fee percentage breakdown for monthly invoicing:

Phase	Scope of Services	% of Fee	Fee
1	Schematic Design	10%	\$
2	Design Development	10%	\$
3	Construction Documents	40%	\$
4	Tendering	5%	\$
5	Contract Administration	32%	\$
6	Warranty & Closeout Documents	3%	\$
	Total	100%	\$

Unit Rates

The following unit rates in Canadian funds will apply in determining the rate for additional services performed by the Proponent. Indicate the title of the person who will be the main regular point of contact in each discipline. All rates shall exclude GST, HST, PST, and all value added taxes.

Position Title	Architect	Sub Consultants
Partner/Principal	\$	\$
Senior Architect/Engineer	\$	\$
Project Architect/Project Manager	\$	\$
Intermediate Architect/Engineer	\$	\$

Junior Architect/Engineer	\$	\$
Technician/Technologist	\$	\$
AutoCAD Support	\$	\$
Admin Support	\$	\$
Other	\$	\$

Signatures:

SIGNED AND SUBMITTED for and on behalf of:

Name of Proponent

Witness:

Signature

Signature

Print name and title of person signing

Print name and title of person signing

Date

Date

If Proponent is a corporation, affix corporate seal.

APPENDIX D: Relevant Project Experience

Proponents are required to provide a listing of similar contracts for new Elementary Schools and Childcare Centres undertaken in the last 7 years. Include a completed copy of this document as part of your proposal in TAB 4: Project Specific Criteria. Alternatively, proponents may use their own format including all details requested below.

School Board/Childcare	_____
Project Name & Year	_____
Project Description & Size	_____

Contact Name & Position	_____
Telephone	_____
Email	_____
Construction Value (\$)	_____
School Board/Childcare	_____
Project Name & Year	_____
Project Description	_____

Contact Name & Position	_____
Telephone	_____
Email	_____
Construction Value (\$)	_____
School Board/Childcare	_____
Project Name & Year	_____
Project Description	_____

Contact Name & Position	_____
Telephone	_____
Email	_____
Construction Value (\$)	_____
School Board/Childcare	_____
Project Name & Year	_____
Project Description	_____

Contact Name & Position	_____
Telephone	_____
Email	_____
Construction Value (\$)	_____

School Board/Childcare
Project Name & Year
Project Description

Contact Name & Position
Telephone
Email
Construction Value (\$)

School Board/Childcare
Project Name & Year
Project Description

Contact Name & Position
Telephone
Email
Construction Value (\$)

School Board/Childcare
Project Name & Year
Project Description

Contact Name & Position
Telephone
Email
Construction Value (\$)

School Board/Childcare
Project Name & Year
Project Description

Contact Name & Position
Telephone
Email
Construction Value (\$)

APPENDIX E: Preliminary Space Template – New Catholic Elementary School in Sarnia, ON

Preliminary Space Template: New Catholic Elementary School – Sarnia, ON

1 page

DRAFT ELEMENTARY SCHOOL SPACE TEMPLATE
New Sarnia FI Catholic Elementary School

School Board:	39 - St. Clair CDSB
Grade Range:	Jk to 8
Program:	French Immersion
School Name:	New Sarnia FI Catholic Elementary School

Instructional Space	#	Size		Floor Area		Load	OTG
		m ²	ft ²	m ²	ft ²		
Kindergarten	5	111	1,200	557	6,000	26	130
Classroom	23	70	750	1,603	17,250	23	529
Art Room		-		-	-	23	-
Science Room		-		-	-	23	-
Music Vocal		-		-	-	23	-
Computer Laboratory		-		-	-	23	-
Technical/Vocational		-		-	-	23	-
Special Education Area		-		-	-	9	-
Musical Instrumental	1	98	1,050	98	1,050		-
Resource Area - Loaded (400-699 sf)		-		-	-	12	-
Resource Area - Unloaded (<400 sf)	6	14	150	84	900		-
Gymnasium Area and Stage	1	604	6,500	604	6,500		-
Change Rooms	2	37	400	74	800		-
Library	1	302	3,250	302	3,250		-
General Purpose		-		-	-		-

Total GFA and OTG of Instructional Area		3,321	35,750		659
--	--	-------	--------	--	-----

Operational Space	Per Pupil		Floor Area	
	m ²	ft ²	m ²	ft ²
General Office			149	1,600
Staff Room and Teacher Work Rooms			133	1,430
Kitchen			20	210
Custodial Areas			103	1,105
Meeting Room			21	230
Academic Storage			60	650
Washrooms			193	2,080
Gymnasium Storage			37	400
Chair Storage (in Gymnasium)			12	130
Mechanical Spaces			348	3,750

Total Operational Area		1,076	11,585		101%
Total Instructional (from above)		3,321	35,750		91%
Total Operational and Instructional		4,398	47,335		93%

Gross Up Added	38.0%	1,671	17,987		
Gross Floor Area		6,069	65,322		93%

Area per Pupil		9.21	99.12		92%
-----------------------	--	------	-------	--	-----

Community Use Rooms	m ²	ft ²
Child Care	790	8,500
Early Years Hub	-	
Community Use	-	
Other (please identify)	-	
Other (please identify)	-	
Other (please identify)	-	
Total Community Use Rooms Area	790	8,500

Total Square Feet	6,858	73,822
--------------------------	-------	--------

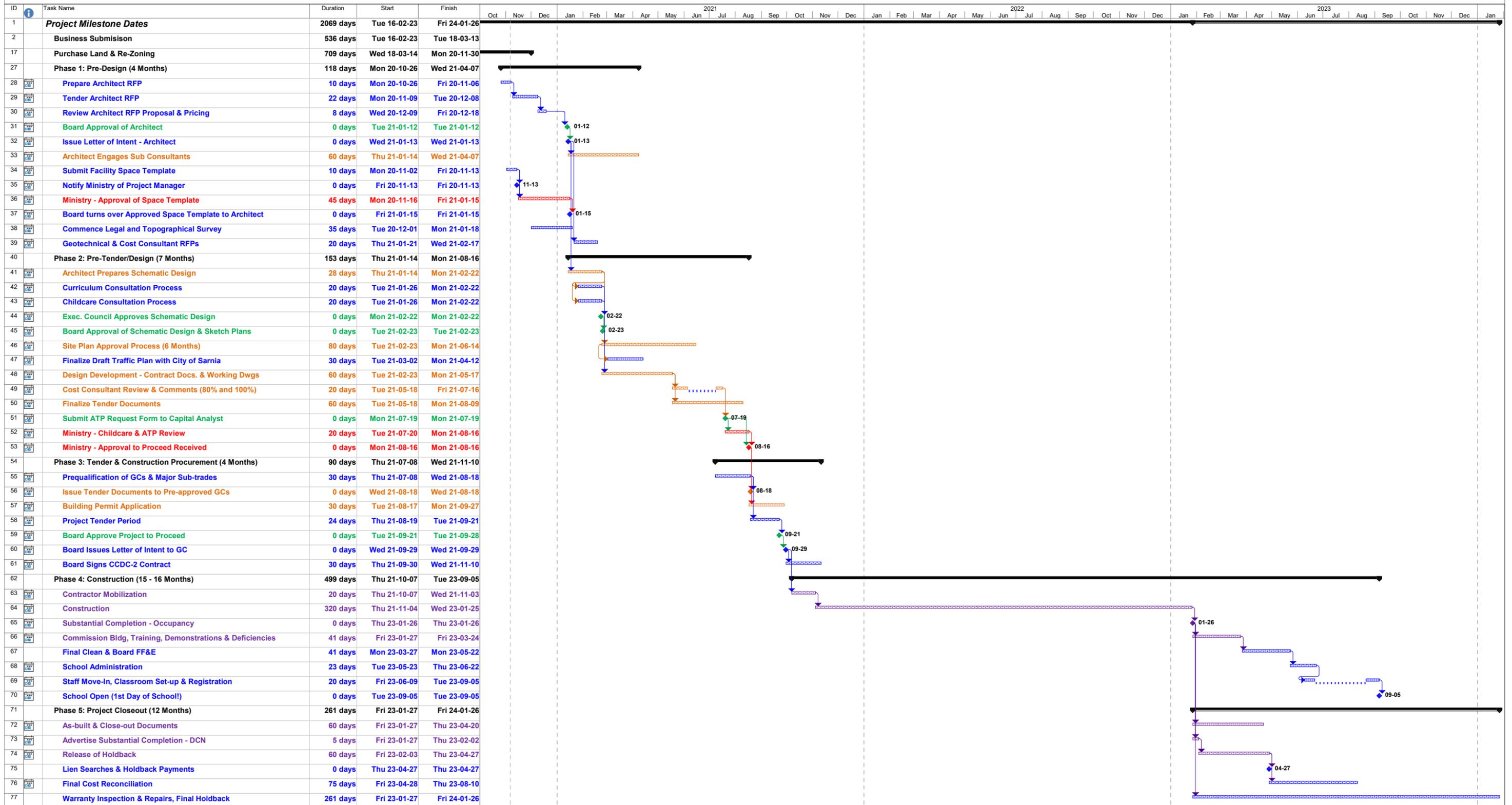
Preliminary

APPENDIX F: Estimated Project Schedule – New Catholic Elementary School in Sarnia, ON

Estimated Project Schedule: New Catholic Elementary School – Sarnia, ON

1 page

Sarnia FI Elementary Schools Project



Project: 715-CP1201
Date: Fri 20-11-06

Task Split

Milestone

Project Summary

External Mile Task

Inactive Milestone

Manual Task

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress Split

Page 1

APPENDIX G: OAA Standard Form of Contract 600-2013

DRAFT Standard Form of Contract for Architect's Services OAA600-2013

22 pages



Ontario Association
of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013 with Amendments to October 1, 2019

FOR

AGREEMENT

A1 This contract made as of the _____ day of the month of _____ in the year _____.

A2 between the *Client*:

A3 and the *Architect*:

A4 for the following *Project*:

A5 The owner, if other than the *Client*, is: _____

A6 The *Client's* budget for *Construction Cost* is: \$ _____

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: _____

.2 *Substantial Performance of the Work*: _____

A8 The anticipated construction delivery type and anticipated construction contract between the *Client* and the contractor are:

.1 Delivery type: _____

.2 Construction contract: _____

A9 The *Client* and the *Architect* may rely on the initial information contained in Articles A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

Note: The October 1, 2019 Amendments take into account the changes made by the *Construction Act, R.S.O. 1990, C.30* effective October 1, 2019. This version also includes those amendments previously incorporated in response to the changes made by the *Construction Act, R.S.O. 1990, C.30* effective July 1, 2018. The October 1, 2019 amendments are identified in this contract by a vertical line alongside the applicable clause.

Clauses may have been renumbered due to insertions or deletions as a result of the changes made.

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Signing Space	

* List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

--

--

.2 engaged by the *Client*

--

--

A11 For the *Architect's* services the fee shall be computed as follows: (*refer also to GC11*)

--

A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(_____ %)
Design development phase	(_____ %)
Construction documents phase	(_____ %)
Bidding or negotiating phase	(_____ %)
Construction phase	(_____ %)
Total	(_____ %)

A13 An administrative charge of _____ % shall be added to the reimbursable expenses as noted in GC11.3.

A14 The rate for calculating automobile travel costs shall be \$ _____ per kilometre.

A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$ _____. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* within twenty-eight (28) days of receipt of *Proper Invoices*, the invoiced amount or the undisputed portion thereof on account of the *Architect's* fee and agreed upon reimbursable expenses plus applicable taxes. *Proper Invoices* shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of _____ % per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the *Architect's Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

A18 For the purposes of the *Construction Act* (Ontario), this contract provides for payment of accrued holdback on a phased basis with respect to the specified completed design phase as follows:

1. _____
2. _____

DEFINITIONS

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

Adjudication means construction dispute interim adjudication as specified under the Construction Act (Ontario).

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by OAA.

Client is the person or entity identified in Article A2.

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, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

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

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

Consultant Coordination consists of:

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

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*.

Electronic Documents refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

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

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

Proper Invoice means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:

- *Architect's* name and address.
- Date of the *Proper Invoice* and the period during which the services, materials or related documentation were supplied.
- Information identifying the authority under which the services, materials or related documentation were supplied.
- Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
- Amount payable for the services, material or related documentation that were supplied, and the payment terms.
- Name, title, telephone number and mailing address of the *Architect* to whom payment is to be sent.
- Any additional information specified in GC11.1.

Substantial Performance of the Work means substantial performance of the contract as defined under the *Construction Act* (Ontario). Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

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

GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
 - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
 - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
 - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
 - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
 - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
 - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.
 - .9 notify the *Client* if the *Client* fails to accept the *Architect's* professional judgment with respect to the *Project* to such an extent that the *Architect* considers the *Client's* failure as demonstrating a loss of confidence in the professional skill and care of the *Architect*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's* *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	Review Program - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.			
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.			
.3	Prepare Initial Evaluation - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.4	Review Initial Evaluation - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .			
.5	Preliminary Concept Design - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.			
.6	Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> • Site Plan • Floor Plans • Building Sections • Spatial Relationship diagrams • Elevations • Outline Specifications 			
.7	Estimate of Construction Cost - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.			
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.			
DESIGN DEVELOPMENT PHASE				
.9	Design Development Documents - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawings and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> • Site Plan • Elevations • <i>Project</i> brief detailing area calculations, building systems and outline specifications • Floor Plans • Building Sections 			
.10	Continue Review of Applicable Codes - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.			
.11	Update Estimate of Construction Cost - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .			
.12	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.			
CONSTRUCTION DOCUMENTS PHASE				
.13	Drawings and Specifications - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .			
.14	Review Applicable Codes - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.15	Bidding Information - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.			
.16	Update Estimate of Construction Cost - Update the <i>Estimate of Construction Cost</i> .			
.17	Submit Construction Documents - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC5.2 and request the <i>Client's</i> approval.			
	PERMITS AND APPROVALS			
.18	Building Permit Application - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.			
	BIDDING/NEGOTIATION PHASE			
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.			
	CONSTRUCTION PHASE			
.20	General Review - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.			
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .			
.22	WSIB Certificates, Bonds and Insurance Policies - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.			
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .			
.24	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.			
.25	Payment Certification - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.26	Construction Contract Documentation Interpretation - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.			
.27	Shop Drawings and Submittals - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.			
.28	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.			
.29	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process accordingly.			
.30	Proposed Change Notices/Change Orders and Change Directives - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.			
.31	Inspection & Testing Services - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .			
.32	Substantial Performance - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> in accordance with the provisions of the <i>Construction Act</i> (Ontario).			
.32a	Deemed Completion - As payment certifier, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Act</i> (Ontario).			
.33	Contractor's Documentation at Completion - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.			
.34	Takeover Procedure - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.			
.35	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.			

GC3 PROVISION OF ADDITIONAL SERVICES

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each identified in Article A11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	PRE-DESIGN SERVICES			
.1	Pre-Design Study - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			
.2	Multiple Sites – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			
.3	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.			
.4	Verifying Drawings - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			
.5	Measured Drawings - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			
.6	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3			
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.7	Detailed Estimates of Construction Cost - Provide detailed <i>Estimates of Construction Costs</i> .			
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			
.10	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.			
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.			
.12	Signage - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.			
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	Marketing - Prepare promotional presentations or special marketing materials.			
.15	Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			
.16	Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			
.17	Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.			
.18	Value Engineering - Provide services in connection with value engineering or analysis.			
	PERMITS AND APPROVALS			
.19	Special Approvals of Authorities - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:			
.1	Zoning or Land Use Amendment:			
.2	Committee of Adjustment or variance from by-laws:			
.3	Site Plan Approval:			
.4	Other Approvals: (list and describe)			
	BIDDING/NEGOTIATION PHASE			
.20	Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.			
.21	Multiple Bid Packages - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			
.22	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.			
	CONSTRUCTION PHASE			
.23	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.			
.24	Multiple Contracts - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			
.25	Multiple Phases - Provide services in connection with multiple phased occupancies.			
.26	Client's Own Forces - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .			
.27	Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.28	Record Drawings - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .			
.29	Commissioning - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client's* Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the *Client's* failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;
- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any adjudication, mediation, arbitration proceeding, or legal proceeding which is not substantially caused by the *Architect's* error or omission;
- .11 requested by the *Client* in relation to the provisions for prompt payment under the *Construction Act* (Ontario) or other applicable legislation in respect of contracts between the *Client* and other parties which are being administered by the *Architect*;
- .12 made necessary by the extension of the anticipated dates for construction described in Article A7; or
- .13 in connection with the preparation and issuance of a certificate for payment for release of holdback on an annual basis, phased basis, or upon completion of a subcontract, as agreed to in the construction contract.

GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
- .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
 - .2 subsurface investigation and reports which include but are not limited to 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 reports and appropriate professional recommendations; and
 - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
- .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
 - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
 - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
 - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;
 - .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
 - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment, to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; or for an issue related to the provisions for prompt payment under the *Construction Act* (Ontario) or other applicable legislation; and
 - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*;

- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
 - .3 provide that, in the event that GC4.5.1 and GC4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
 - .2 authorization for re-bidding or re-negotiating of the proposal, or
 - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
 - .4 termination of this contract in accordance with GC10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.
- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC5.6 shall be an Additional Service.

GC6 CONSTRUCTION PHASE SERVICES

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.
- 6.2 When engaged for services during the construction phase the *Architect* shall:
- .1 be a representative of the *Client*;
 - .2 advise and consult with the *Client*;
 - .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
 - .4 forward all instructions from the *Client* to the contractor;
 - .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, 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* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.
- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
 - .2 the results of any subsequent tests required by or performed under the construction contract documents;
 - .3 minor deviations from the construction contract documents being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment.
- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.
- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.

7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.

8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.

8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

8.4 The *Architect* shall not:

- .1 be required to make exhaustive or continuous on-site reviews;
- .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
- .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
- .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
- .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.

8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.

8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.

8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.

9.2 If any *Proper Invoice* submitted by the *Architect* remains unpaid by the *Client* for twenty-nine (29) days or more from the date the *Proper Invoice* was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.

9.3 The *Architect* may suspend services on the *Project*:

- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid subject to GC11 the *Architect's Proper Invoice*, the undisputed amount of a *Proper Invoice*, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the *Proper Invoice*, or

- .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within twenty-eight (28) days of the date that the invoice for suspension of services is received by the *Client*, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
 - .2 termination in accordance with GC10.2, 10.3 or 10.4
 - .3 one year from the date of certification of *Substantial Performance of the Work*; or
 - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 This contract may be terminated by the *Architect* upon at least seven (7) days written notice to the *Client* under GC1.1.9 in the event that there has been a loss of confidence in the *Architect's* provision of services.
- 10.6 In the event of termination, the *Architect* shall be paid subject to GC11.6, within twenty-eight (28) days of the date that a *Proper Invoice* is received, the undisputed amount for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.7.
- 10.7 Termination expenses are in addition to compensation for the *Architect's* services and include
1. expenses directly attributable to termination for which the *Architect* is not otherwise compensated,
 2. plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or
 3. such other amount as may be mutually agreed.

GC11 PAYMENTS TO THE ARCHITECT

- 11.1 A *Proper Invoice* shall include the following information in addition to the minimum stated in the definition of *Proper Invoice*:

- 11.2 A *Proper Invoice* submitted by the *Architect* under this contract is due and payable as described in Article A16. Payments for the *Architect's* services shall be made on account for *Proper Invoices* as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.3 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.4 Reimbursable expenses include the following actual expenditures, supported by receipts or *Proper Invoices*, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of *Instruments of Service*, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the *Client*;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
 - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
 - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.5 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.6 In the event of dispute, amounts under dispute are those subject to being resolved through adjudication, mediation, arbitration proceeding, or legal proceeding. Any amount so determined or resolved shall be subject to Article A17.
- 11.7 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.8 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.9 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.10 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.

- 11.11 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is 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 thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 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.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 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.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

GC13 OTHER TERMS OF CONTRACT:

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

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

.....
CLIENT (*Signature*)

.....
ARCHITECT (*Signature*)

.....
(*Printed name and title*)

.....
(*Printed name and title*)