



CITY OF PRINCE ALBERT

AIRPORT ADVISORY COMMITTEE REGULAR MEETING

AGENDA

**THURSDAY, MAY 4, 2023, 4:00 PM
MAIN BOARDROOM, 2ND FLOOR, CITY HALL**

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. DECLARATION OF CONFLICT OF INTEREST

4. APPROVAL OF MINUTES

- 4.1 May 19, 2022 Airport Advisory Committee Meeting Minutes for Approval (MIN 22-50)

5. CORRESPONDENCE & DELEGATIONS

6. REPORTS OF ADMINISTRATION & COMMITTEES

7. UNFINISHED BUSINESS

- 7.1 Airport Terminal Detail Design Budget Adjustment (RPT 23-128)

Verbal Presentation: Jeff Da Silva, Acting Director of Public Works

Note: This Report was postponed at the April 3, 2023 Executive Committee Meeting for consideration by the Airport Advisory Committee.

8. ADJOURNMENT



City of
Prince Albert

MIN 22-50

MOTION:

That the Minutes for Airport Advisory Committee Meeting held May 19, 2022, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

AIRPORT ADVISORY COMMITTEE REGULAR MEETING

MINUTES

THURSDAY, MAY 19, 2022, 3:37 P.M.
MAIN BOARDROOM, 2ND FLOOR, CITY HALL

PRESENT: Mayor Greg Dionne
Councillor Don Cody
Martin Dolny
Andre Grobler
Curtis Lemieux
Brent Pillipow
Dave Webster

Terri Mercier, City Clerk
Wes Hicks, Director of Public Works
Craig Guidinger, Director of Planning and Development Services

1. CALL TO ORDER

Mayor Dionne, Chairperson, called the meeting to order.

2. APPROVAL OF AGENDA

0014. **Moved by:** Grobler

That the Agenda for this meeting be approved, as presented, and, that the presentations, delegations and speakers listed on the Agenda be heard when called forward by the Chair.

CARRIED

3. DECLARATION OF CONFLICT OF INTEREST

4. ADOPTION OF MINUTES

0015. **Moved by:** Webster

That the Minutes for the Airport Advisory Committee Regular Meeting held April 13, 2022, be taken as read and adopted.

CARRIED

5. CORRESPONDENCE & DELEGATIONS

6. REPORTS OF ADMINISTRATION & COMMITTEES

6.1 Airport Land Use (RPT 22-126)

Verbal Presentations were provided by Craig Guidinger, Director of Planning and Development Services and Wes Hicks, Director of Public Works.

0016. **Moved by:** Webster

That the following be forwarded to an upcoming Executive Committee meeting for consideration:

That Administration enter into discussions with the Rural Municipality of Buckland No. 491 in regards to protection of the air space and other relevant land use matters.

CARRIED

6.2 Airport Fixed Base Operator - Request For Proposal Results (RPT 22-209)

Verbal Presentation was provided by Wes Hicks, Director of Public Works.

0017. **Moved by:** Webster

That RPT 22-209 be referred to the Mayor's Office for further review and report based on discussions held at the Committee meeting for consideration at an upcoming Airport Advisory Committee meeting.

CARRIED

6.3 Apron II Phased Development (RPT 22-210)

Verbal Presentation was provided by Wes Hicks, Director of Public Works.

0018. **Moved by:** Lemieux

That the options for Apron II Phased Development, along with the capital costs, operational implications and the economic development potential be received as information and referred back to Administration for further review and report once funding becomes available to pursue this matter.

CARRIED

7. UNFINISHED BUSINESS

8. ADJOURNMENT – 4:33 P.M.

0019. **Moved by:** Webster

That this Committee do now adjourn.

CARRIED

MAYOR GREG DIONNE
CHAIRPERSON

CITY CLERK

MINUTES ADOPTED THIS 4TH DAY OF MAY, A.D. 2023.

TITLE: Airport Terminal Detail Design Budget Adjustment

DATE: **March 21, 2023**

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Professional Agreement for the Detailed Design of the new Airport Terminal with Prairie Architecture Inc of Winnipeg be increased by \$1,230,816 plus applicable taxes.
2. That the design fees increase be funded from the Passenger Facility Fee Reserve.
3. That the Mayor and City Clerk be authorized to execute the necessary documents, on behalf of the City, once prepared.

TOPIC & PURPOSE:

To adjust the detailed design fees as per the architectural agreement to reflect the most recent Class B cost estimate plus applicable taxes.

BACKGROUND:

February 18, 2021, the City completed the Prince Albert Airport Strategic Master Plan. The Plan recommended that a new terminal building is needed.

December 13, 2021, City Council approved the 2022 Airport Budget which included funding the detailed design of a new Airport Terminal. Approved design budget was \$635,040.

March 31, 2022, proposals for Architectural Detailed Design closed with 5 firms submitting. Fees were to be given as a percentage and total estimated cost.

May 16, 2022, City Council approved the award of the Professional Agreement for Detailed Design of the new Airport Terminal to Prairie Architecture Inc.

November 14, 2022, City Council approved the 33% Preliminary Design and that the Architect be directed to continue with Detail Design.

December 22, 2022, Architect completes 66% detail design and submits to costing consultant for calculating Class B construction cost estimate.

January 18, 2023, NAV Canada announces Digital Aerodrome Air Traffic Services (DAATS)

February 10, 2023, Class B Cost Estimate is submitted.

PROPOSED APPROACH AND RATIONALE:

Professional Architect Agreements follow the Canadian Standard Form of Contract for Architectural Services that lays out the terms and conditions of the agreement. There are upset fixed fees for conceptual, preliminary design, construction site inspections and post construction record documents. There are also percentage based fees for detail design, bidding, tendering, and general construction engineering. The contract between the City and Prairie Architecture follows this format.

In 2020 when building the Airport Strategic Master Plan the cost for the Airport Terminal was estimated at \$6 Million. This was based on an estimated building size of 13,000 sqft at \$461 per sqft. In early 2020 this was a reasonable cost estimate. Once the airport tours were complete and the schematic planning started it became clear that the building footprint would have to dramatically increase from the original due to minimum requirement to accommodate key areas such as; check-in, security, baggage handling, cargo handling, departure waiting rooms, and arrival baggage carousel. Then COVID-19 happened followed by high inflation. Construction inflation in Canada averaged 4.1% in 2020, 20.5% in 2021 and 18.7% in 2022. This all contributed to scope and budget increases.

The 31,180 sqft building that was presented to Council on November 14, 2022 (21,190 sqft Airport Terminal plus 8,990 sqft Nav Canada area) was a 240% increase in the scope (footprint) of the building. Then on February 10, 2023 the City received the 66% Design Class B Cost estimate placing the total project cost at \$31,889,700. This equals to \$1,022 sqft.

The Architect's fees are calculated only on the estimated construction cost which is \$26,595,400 (\$27,111,100 less the \$515,700 cash allowance). See attached 66% Design Class B Estimate attachment. Of those fees only the detail design, bidding, tendering and general construction engineering are percentage based fees and impacted by the cost estimate. Of those only the detail design is presently impacted to get to Tender ready package.

On January 18, 2023 Administration learned of NAV Canada's nation wide plan to proceed with Digital Aerodrome Air Traffic Service (DAATS) at secondary airports. (Already implemented at Kingston Airport). Since NAV Canada nationally has changed their position about on site flight services, the City will no longer be including them in the new terminal and stopped design on their portion of the building.

With the removal of NAV Canada it is anticipated that the building footprint will be reduced by 29% down to 21,190 sqft and the construction cost is now estimated at \$22 Million. In addition to this Administration and the Architects are conducting Value Engineering review to find further cost savings. The goal is to get down to \$20 million.

Presently the Architectural contract base on a \$6 Million construction cost is for a total fee of \$635,040. With the agreed \$22 Million construction cost estimate the total fee is \$2,958,643. To get to 100% completed tender package (shovel ready), not including bidding, tendering, contract administration during construction, the fees are calculated at \$2,066,369.

In negotiations with the Architect several concessions have been achieved. Even without NAV Canada there is still a 163% increase in building footprint from the original due to minimum requirement to accommodate key areas such as; check-in, security, baggage handling, cargo handling, departure waiting rooms, and arrival baggage carousel. There are however some economies of scale and the Architects have agreed to percentage fees reduction from 10.6% to 9.25%. Design for the NAV Canada portion of the building stopped and as such the Architect has noted that there is a small cost saving in not completed this part of the design. These two changes results in a saving of \$200,513.

New Fees to Tender Package	\$2,066,369
Fee reduction (10.6% to 9.25%)	-\$ 164,193
NAV Canada (Design stopped)	-\$ 36,320
Previous approval level	<u>-\$ 635,040</u>
Increase approval required	\$1,230,816

In the future when external funding from a Federal and/or Provincial Grant Program has been secured the project would then be tendered. At that time an actual construction cost will be known, the total project budget including architectural fees would be updated and a report would be brought to Council for approval.

CONSULTATIONS:

Director of Public Works reviewed and negotiated with the Architects to agree to use \$22 Million as the bases for fees until such time in the future when a tender prices is available. Also negotiated a \$200,513 reduction in fees as noted above.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved by City Council, the City will adjust the Agreement accordingly to complete the Detailed Design for the new Airport Terminal.

FINANCIAL IMPLICATIONS:

The previously approved funding is \$635,040.

The increase required to complete detail design to tender ready package is \$1,230,816.

The funding for the cost of detail design is to come from the Passenger Facility Fee Reserve. This fund was specifically set up to raise money for the design and construction of a new Airport Terminal. At the end of 2022 this fund had \$2,197,318 in reserve.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications, official community plan, or other considerations.

STRATEGIC PLAN:

The 2020 Airport Strategic Master Plan places building a new Airport Terminal pivotal to the growth and success of the Prince Albert Airport.

OPTIONS TO RECOMMENDATION:

Council may choose to not approve this increase and stop the detail design where it stands now. This is not recommended as the City will not have a 100% tender ready package should a new grant funding program be announced in 2023. Also restarting design at a later date would increase the risk to errors and omissions made as not all the same designers will be available.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required

PRESENTATION:

Verbal Presentation by Director of Public Works

ATTACHMENTS:

1. Airport Terminal Class B Detail Design Cost Estimate Summary Feb 10, 2023
2. Airport Terminal Class B Cost Estimate Review Letter Feb 10, 2023
3. Airport Terminal Prairie 33% Design Presentation Excerpt Nov 14, 2022
4. Airport Terminal Prairie Architect Contract Signed Jun 6, 2022

Written by: Director of Public Works

Approved by: Director of Public Works & City Manager

5. CONSTRUCTION COST ESTIMATE SUMMARY

			Nov. 2023	Nov. 2024	Nov. 2025
New Construction	2,950 m2	7,043.19	\$20,777,400	\$20,777,400	\$20,777,400
Site Development			\$694,600	\$694,600	\$694,600
Mechanical Site Services			\$566,900	\$566,900	\$566,900
Electrical Site Services			\$450,400	\$450,400	\$450,400
Existing Terminal Electrical Scope			\$6,700	\$6,700	\$6,700
FEC Building (Generator Building)			\$916,900	\$916,900	\$916,900
Sub-total	2,950 m2		\$23,412,900	\$23,412,900	\$23,412,900
Cash Allowance	1 Sum		\$515,700	\$515,700	\$515,700
General Requirements	10.0%		\$2,392,900	\$2,392,900	\$2,392,900
Fee	3.0%		\$789,600	\$789,600	\$789,600
Sub-total	2,950 m2	9,190.20	\$27,111,100	\$27,111,100	\$27,111,100
Location Factor	6.0%		\$1,626,700	\$1,626,700	\$1,626,700
Design and Pricing Allowance	4.0%		\$1,149,500	\$1,149,500	\$1,149,500
Escalation Allowance (Nov. 2023)	6.7%		\$2,002,400		
Escalation Allowance (Nov. 2024)	11.7%			\$3,496,800	
Escalation Allowance (Nov. 2025)	16.7%				\$4,991,200
Construction Allowance			Excluded	Excluded	Excluded
Total Construction Cost	2,950 m2	10,810.07	\$31,889,700	\$33,384,100	\$34,878,500

Itemized Price c/w % adds-on (Inclu. in above base bid)	Amount	Amount	Amount
-Itemized price #1: Provide itemized price for NAV Canada 2nd & 3rd floor building areas, including related mechanical & electrical space & scope	\$5,912,900	\$6,182,100	\$6,458,100
Alternate Price c/w % adds-on (Exclu. from base bid)			
-Alternate price #1: Premium for Overhaed door, SDS-575 Barrel Springless in lieu of Richard Wilcox Thermatite Model #T175-20	\$60,400	\$63,400	\$66,200
-Alternate price #2: Premium for acoustic ceiling tile, Certainteed TechStyle in lieu of Armstrong Ultima #1913	\$700	\$800	\$800

Principals

DAMIEN FENEZ
MAA | SAA | OAA | MRAIC | LEED AP

MELISSA McALISTER
MAA | OAA | MRAIC | LEED AP

LINDSAY OSTER
MAA | SAA | OAA | FRAIC | CPHD |
LEED AP

JAMIE KOZAK
BPE | MAA | SAA | MRAIC

Senior Architects

PETER PETKAU
MAA | LEED AP

GARY HAWTHORNE
MAA | MRAIC | LEED AP

JAKE MacLEOD
MAA | MRAIC | LEED AP

Project Team

BRENT COTTON
MAA | MRAIC | LEED AP

DERRICK FINCH
MAA

STEFAN KLASSEN
MAA | MRAIC

KC McCORMICK
MAA

ERIN RIEDIGER
MAA | MRAIC

BROOKE CONRAD
MAA

CALEB MCGINN
B. Env. Des. | M. Arch.
Architectural Intern

MACKENZIE SKOCZYLAS
B. Env. Des. | M. Arch.
Architectural Intern

JESSICA PIPER
B. SC | B. Env. Des. | M. Arch.
LEED AP BD+C
Architectural Intern

DEVENEY JARROW
B. Env. Des. | LEED Green Associate

CORAL ROSS
B. Env. Des.

Interior Design

KARA BERGMANN
B. Env. Des. | MID | PIDIM | NCIDQ

ETHAN LOEWEN
B. Env. Des. | MID | Candidate

Sustainable Buildings

KAERYN GREGORY
Sustainable Buildings Specialist
CT (bldg.) | LEED AP BD+C

Financial Business Manager
THERESA ABRAHAM

Reception
MARLENE de MELO

Wes Hicks A.Sc.T.
Director of Public Works
City Hall | 1084 Central Avenue
Prince Albert SK, S6V 7P3
P: 306.953.4900
E: whicks@citypa.com

February 10th, 2023

Damien Fenez
Principal Architect
Prairie Architects Inc.
Unit 101, 139 Market Avenue
Winnipeg, R3B 0P5

**RE: PRINCE ALBERT AIR TERMINAL EXPANSION PROJECT
CLASS 'B' COSTS REVIEW**

Dear Mr. Hicks,

We have received Hanscomb's Class B revised estimate dated February 10, 2023 and completed our comparison with the September 2022 Class C costing. We have confirmed that Hanscomb's costs appear to capture the scope as described and falls within the order of magnitude that we would expect for this level of complexity, building size, use and location.

It should be noted that to more accurately compare the original Class C to the Class B estimate, we've added 4.0% of escalation to the September 2022 Class C to escalate it to February 2023 construction making it more directly comparable to the Class B estimate. Furthermore, we've also removed the future tender date escalation for both Class C and Class B cost estimates as the tender/ construction schedule is currently unknown.

As a result, the September 2022 escalated to February 2023 **Class C totals \$26,023,816** (\$26,599,300 less Tender escalation of \$1,576,400 + 4% escalation for September to February 2023 escalation) and comparing to the February 2023 **Class B estimate \$29,887,300** (\$31,889,700 less Tender escalation of \$2,002,400). As a result, the **Class B has increased by +\$3,863,484** with the increase attributed mainly to the following:

- Increase in GFA
- Increase in helix piles
- Detailed structural drawings including changes to structural member & sizes
- Increase in the cost of metal cladding & composite HPL cladding and increase in exterior enclosure area. Increase to windows & entrances, partitions, wall finishes, fittings & fixtures.
- Increase in M & E scope and costing
- Increase in site development area which includes M & E site services
- New scope: Existing terminal electrical work
- New scope: FEC Building

A more detailed comparison of the Class C to the Class B notes the following:

- **Degree of accuracy** has increased from the Class C of +/-15 to 20% to the Class B of **+/-10 to 15%**.
- **Design and Pricing allowance** to cover design and pricing unknowns was reduced from 10% down to 4% because of the additional drawing details and project information provided a more accurate pricing and overall project cost **reduction of (\$1,125,300)**.
- **General requirements** of 10% from Class C to Class B has increased due to the construction value increase for a total **increase of +\$498,800**.
- **Escalation allowance** in the Class C estimate was identified as 9.5% for 2023 whereas the Class B escalation was **reduced to +8.0% for 2023**.
- **Building GFA** has increased from 2,804 sm (30,182 sf) to 2,950 sm (31,753 sf) for a **GFA increase of 145.9 sm (1,571 sf)**
 - The area increase is mostly attributed to the 2nd floor mechanical space increase which accounts for approximately **+\$1,018,710 (1,485 x \$686/sf)**.
- **Project scope increase** from the Class C now includes two additional items; the FEC Building (Generator Building) and Existing Terminal electrical work accounting for an **increase of +\$916,900 and an increase of +\$6,700**.
- **Cash Allowance** has decreased from the Class C of \$730,000 to the Class B of \$515,700 due to moving from an order of magnitude costing to using a furniture supplier budget quote for a total **reduction of (\$214,300)**.
- **NAV Canada itemized pricing** decreased from Class C \$7,601,800 to Class B \$5,912,900 for a total **reduction of (\$1,688,900)**.
- **Shell construction** estimate has increased from Class C \$6,725,300 to Class B \$7,754,200 for an overall **increase of \$1,028,900**. The most significant cost changes are:
 - A1 Substructure increased from \$871,000 to \$934,300 **+ \$63,300**
(A13 Increase attributed to an increase in helix piles)
 - A2 Structure increased from \$1,761,300 to \$2,259,300 **+ \$498,000**
(A22 Upper floor construction / A23 Roof Construction structural steel support increases)
 - A3 Exterior Enclosure increased from \$4,092,900 to \$4,560,600 **+ \$467,700**
(A32 wall type EW3 High Pressure Laminate increase of \$243,480 / EW2 Pre-finished Metal Cladding increase of \$140,330)
- **Interior construction** estimate has increased from \$3,498,300 to \$3,770,600 for a total **increase of + \$272,300**. The most significant cost changes are:
 - B11 Partitions increased from \$776,200 to \$833,100 **+ \$56,900**
 - B22 Ceiling Finishes decreased from \$601,000 to \$365,300 **(\$235,700)**
(Linear metal ceiling reduce \$83,250 / insulated metal panel system reduced \$186,000)
 - B23 Wall Finishes increased from \$282,200 to \$370,000 **+\$87,800**
(Woodstrips affixed to wall increased \$67,800 / ceramic tile increased \$22,020)

- o B31 Fittings & Fixtures increased from \$299,500 to \$585,100 + **\$285,600**
(Walk-off entrance mats increased \$111,750 / Operable partitions in holdroom increased \$137,200)
- **Mechanical site services** were budgeted in Class C estimate at \$130,700 and due to design continuation and further project detail the Class B estimate increased the Mechanical site services to \$566,900 for a total **increase of +\$436,200**.
- **Electrical site services** were budgeted in Class C estimate at \$36,100 and due to design continuation and further project detail the Class B estimate increased the D13 Electrical site services to \$450,400 for a total **increase of +\$414,300**.

Reductions:

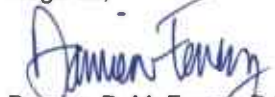
- **NAV Canada scope** was provided as Itemized Price #1 for NAV Canada 2nd and 3rd floor building areas, including related mechanical and electrical space and scope. To remove NAV Canada scope the Class B amount to be **deducted is (\$5,912,900)**.
- **Reduce GFA** by approximately \$1,018,710 (1,485 x \$686/sf) the area attributed to the 2nd floor mechanical space by relocating the area within the building footprint formerly labeled NAV Canada space. The Class B amount to be **deducted is (\$1,018,710)**.
- **Project scope increase** from the Class C which includes the FEC Building \$916,900 and existing ATB electrical work \$6,700 to be funded separately from the ATB project scope. The Class B amount related to ATB to be **deducted is (\$923,600)**.
- **Escalation allowance** included in the Class B assumes a construction start of November 2023 which adds 6.7% / \$2,002,400 escalation. However, if the Class B pricing exercise is to establish a project cost today with an unknown future tender date, it is reasonable to remove the escalation budget. *(However, a future escalation should be anticipated and added to project estimate)*. The Class B future November 2023 tender escalation to be **deducted is (\$2,002,400)**

Total possible reductions (\$9,857,610)

Including the possible reductions of \$9,857,610 from the original Class B budget of \$31,889,700 would result in a **Revised Class B budget of \$22,032,090 as of February 2023**.

I trust the above information is in order but if further discussion / clarification is required please don't hesitate in contacting me directly.

Regards,



Damien P. M. Fenez, B.E.D., M. Arch.,
Principal, Prairie Architects Inc.
MRAIC | S.A.A. | M.A.A. | O.A.A. | LEED®



City of
Prince Albert



City of Prince Albert

NEW AIRPORT TERMINAL

14 NOVEMBER 2022

prairie
architects inc.

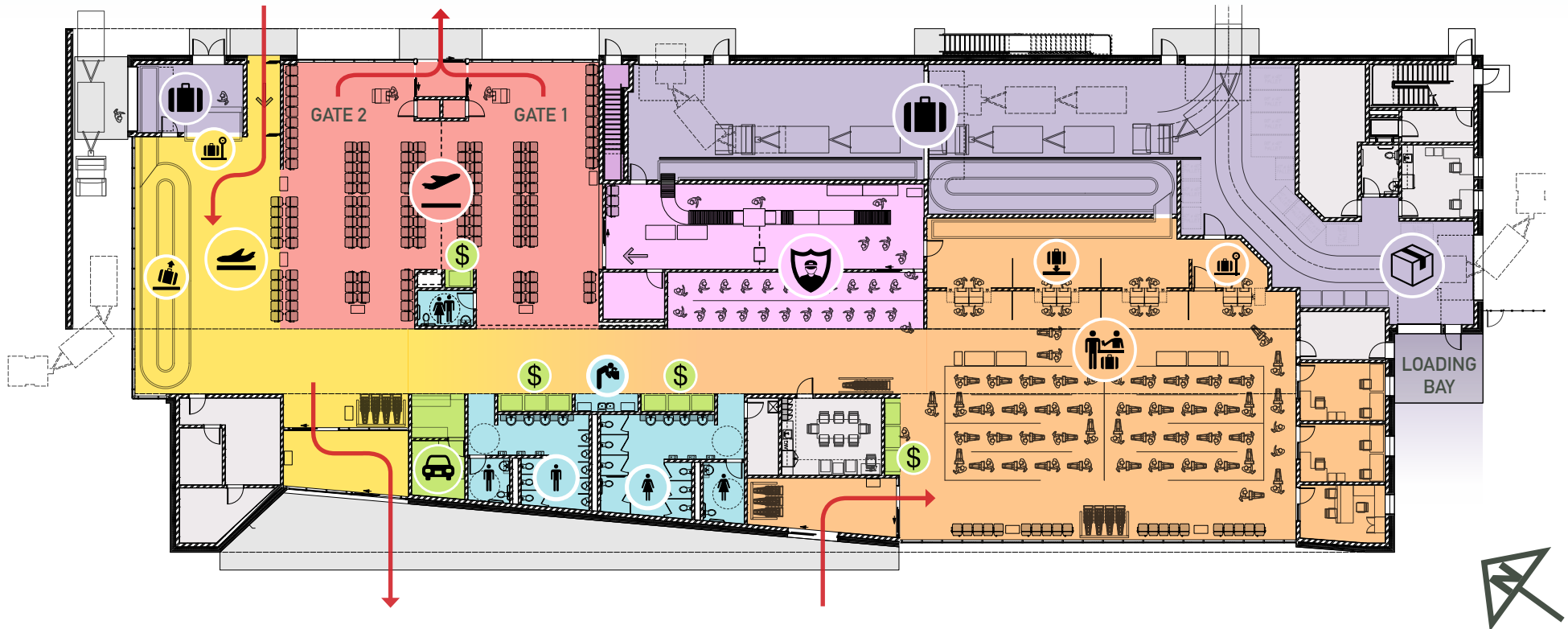
Vision for a New Airport











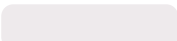

- New airport located to the west of existing terminal to allow operations to continue during construction.
- This location allows the new airport to utilize existing apron, parking lot, and vehicle approach efficiently.
- A longer sheltered drop-off area with multiple bypass lanes and 2 building entrances would improve passenger flow.

Floor Plans

A linear plan extending east-west parallel to the apron was developed with multiple zones: Arrivals to the west, Departures to the east, security inbetween, and terminal services to the north & south.

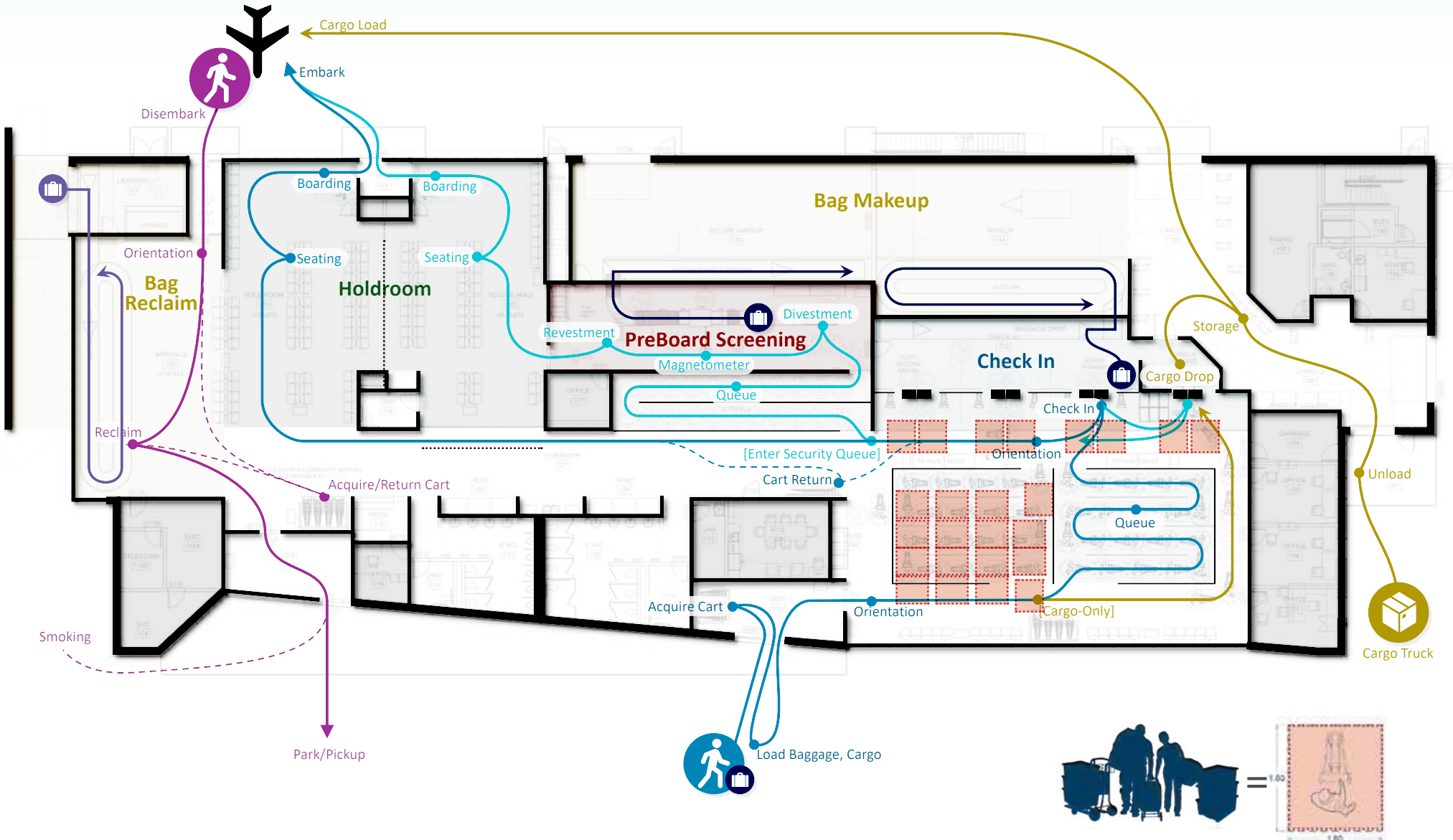


Main Floor (21,190 SF)

- | | | |
|---|---|---|
|  CHECK-IN & BAG DROP |  VENDING & RETAIL (RENTAL CAR) |  FLIGHT SERVICES & OBSERVATION |
|  ARRIVALS & BAG PICK-UP |  PUBLIC WASHROOMS & FOUNTAIN |  BAGGAGE HANDLING & CARGO |
|  DEPARTURES & HOLD ROOM |  FLIGHT SECURITY |  BUILDING SERVICES & ADMIN |
| | |  MAIN ENTRANCES / EXITS |

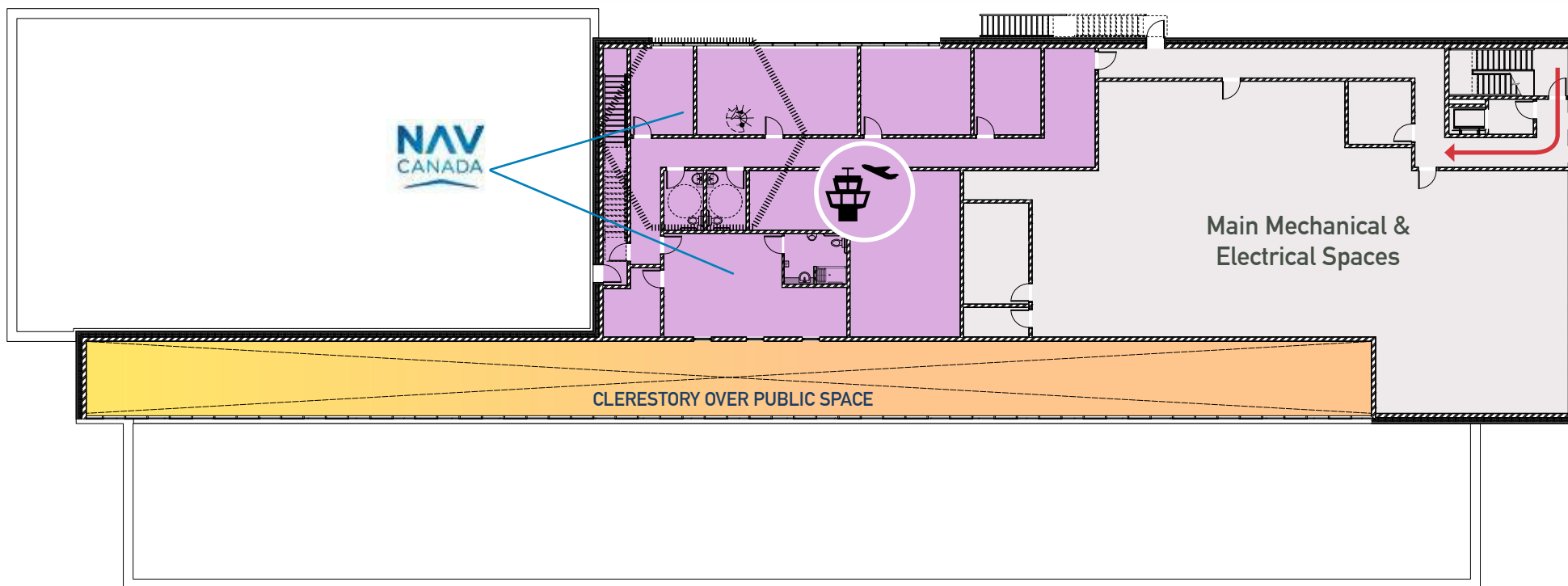
Floor Plans

Passenger and Baggage flows

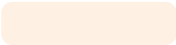
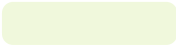


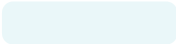
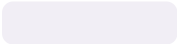
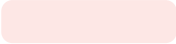





Floor Plans

NAV Can offices and shared back of house washroom are located on the second floor with the FSS Observation centre and large mechanical room accessed from either 2 stairs or via an elevator.



Second Floor (8,990 SF*) *includes NAV Can area + Observation Tower Above of 4,000 s.f.

- | | | | | | |
|--|------------------------|---|-------------------------------|---|--|
|  | CHECK-IN & BAG DROP |  | VENDING & RETAIL (RENTAL CAR) |  | FLIGHT SERVICES & OBSERVATION |
|  | ARRIVALS & BAG PICK-UP |  | PUBLIC WASHROOMS & FOUNTAIN |  | BAGGAGE HANDLING & CARGO |
|  | DEPARTURES & HOLD ROOM |  | FLIGHT SECURITY |  | BUILDING SERVICES & ADMIN |
| | | | | |  MAIN ENTRANCES / EXITS |

Exterior Views



(Above) Building massing as seen from landside, looking north-west

Exterior Views



(Above) Building massing as seen from landside, looking north-west

Exterior Views



(Above) Building massing as seen from landside, looking north-east

Exterior Views



(Above) Building massing as seen from airside

Interior Views



(Above) check-in counter and queuing

Interior Views



(Above) Check-in & Departures Hall

Interior Views



(Above) View looking west from check-in

Interior Views



(Above) View looking into secure holdroom

Interior Views



(Above) View looking at arrivals and baggage reclaim belt

Interior Views



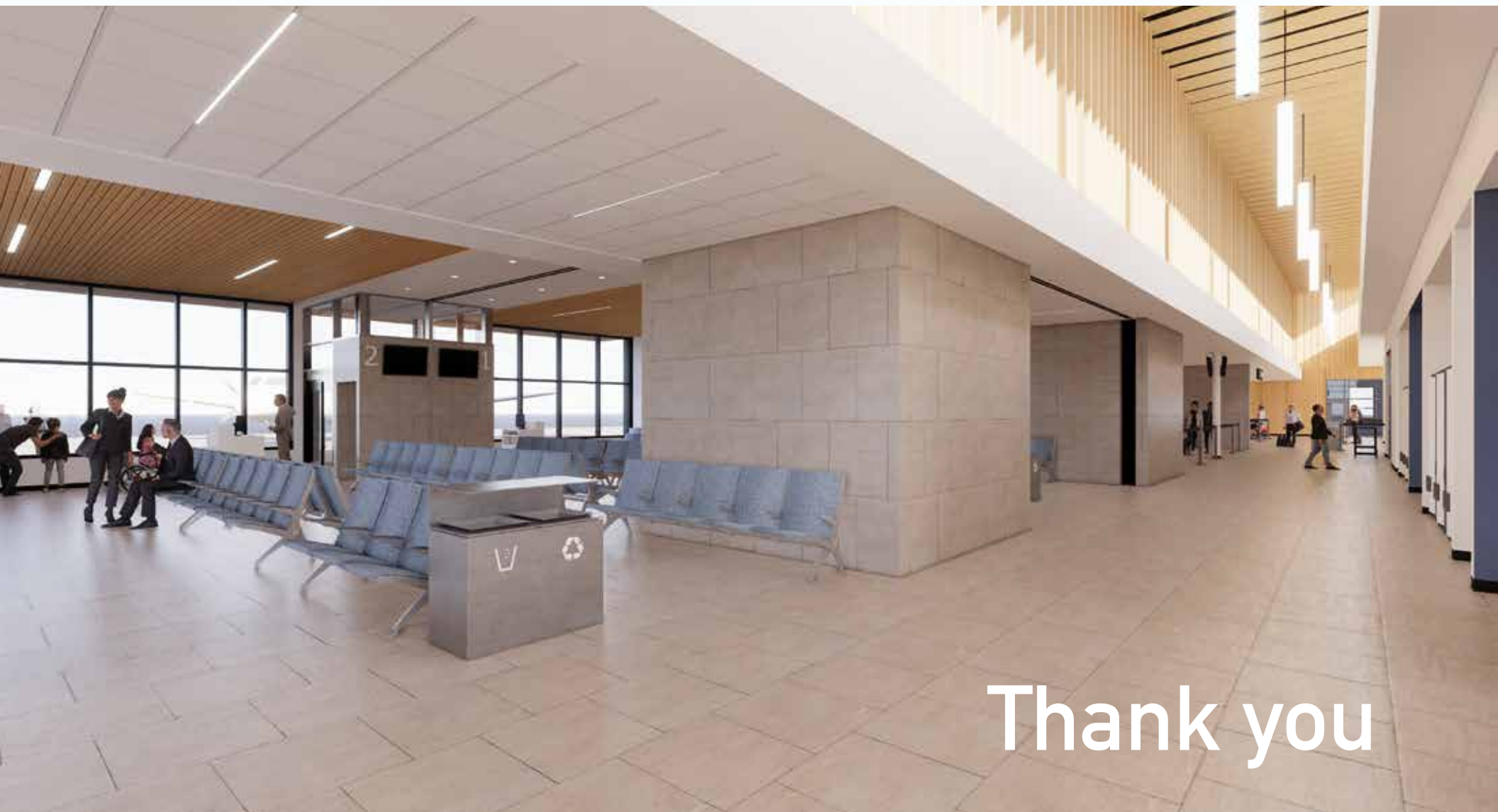
(Above)View looking north-east into holdroom and down atrium

Interior Views



(Above) View at arrivals baggage belt

Interior Views



Thank you



Canadian Standard Form of Contract for Architectural Services

DOCUMENT SIX

2018 Edition

ADAPTED FOR:

2022.18 Prince Albert Airport Terminal Detail Design



The Document within this cover is protected by copyright and when an authorization seal is affixed the contract is an authorized copy of the Canadian Standard Form of Contract between Architect and Consultant.

The Royal
Architectural Institute
of Canada

Canadian Standard Form of Contract for Architectural Services

Document Six 2018 Edition

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

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

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

The Royal Architectural Institute of Canada
Suite 330
55 Murray Street
Ottawa, Ontario
K1N 5M3

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Schedule A – Services (tabular)
and
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and
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Appendix A - Supplement to A13

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Canadian Standard Form of Contract for Architect's Services

DOCUMENT SIX

2018 Edition

Agreement

- This agreement is made on: May 17, 2022
(Date)
- between the *Client*: City of Prince Albert
(Name)
1084 Central Avenue
(Address)
Prince Albert, SK S6V 7P3
c/o Wes Hicks WHicks@citypa.com
(E-mail)
- and the *Architect*: Prairie Architects Inc.
(Name)
139 Market Ave., Unit 101
(Address)
Winnipeg, Manitoba R3B 0P5
Damien Fenez damien@prairiearchitects.ca
(E-mail)
- for the following *Project*: Prince Albert Airport Terminal Detail Design
- at the following *Place of the Work*: Box 100, 196 Veterans Way, Prince Albert Airport, Prince Albert SK S6V 5R4
- The owner, if other than the *Client*, is: —
- The *Construction Budget* is: \$ \$6,000,000.00
- The *Client's* anticipated dates for construction are:
- Commencement of construction: Fall 2023
 - Ready-for-Takeover: TBD
- The anticipated *Project* delivery method and form of *Construction Contract* are:
- *Project* delivery method: Design Bid Build
 - Form of *Construction Contract*: CCDC 2
- The *Architect* shall provide the *Services* described in Schedule A – Services OR
Schedule A _____ whichever is attached to this contract:
The *Client* shall be responsible for other services as indicated in Schedule A – Services OR
Schedule A _____ whichever is attached to this contract:

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7.1.1 The following *Consultants* have been or will be engaged on the *Project*:

by the *Architect*:

<u>KGS Group - Electrical Engineering</u>	<u>SMS Engineering - Mechanical Eng</u>
<u>Wolfrom Engineering - Structural Er</u>	<u>Dillon Consulting - Civil Engineering</u>
<u>Airbiz Aviation Strategies</u>	<u>Hanscomb Quantity Surveyors</u>

by the *Client*:

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

1 A fixed fee of \$ _____

10.6% on estimated \$6.0M = \$635,040.00

2 A percentage-based fee calculated as _____% of the *Construction Budget*, the *Construction Cost Estimate*, and the *Construction Cost* as described in GC 13 – Percentage-Based Fee.

3 A fee based on time-based rates for personnel employed by the *Architect* or the *Architect's Consultants* as stated in Schedule C – Time-Based Rates:

4 Other:

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

4 Pre-design phase:		<u>0</u> %
4 Schematic design phase:		<u>15</u> %
4 Design development phase:		<u>15</u> %
4 Construction documents phase:	Refer to Appendix A for payment breakdown	<u>50</u> %
4 Bidding or negotiation phase:		<u>5</u> %
4 Construction phase: <input type="checkbox"/>		<u>15</u> %
4 Post-construction phase:		<u>0</u> %
Total:		100 <input type="checkbox"/>

7.1.4 ~~Reimbursable Expenses shall be payable on the basis stated in Schedule B – Reimbursable Expenses~~

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

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

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7.1 The *Client* shall pay the *Architect* within 30 days after date of issuance of an invoice or within such time as is prescribed by the law of the *Place of the Work*, whichever is earlier. An invoice unpaid after 30 days shall bear interest, calculated monthly at the rate of 5 % per annum.

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

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

7.4 The professional liability insurance to be carried by the *Architect* pursuant to GC 10.1 shall be a claims made policy with limits of not less than \$ 2,000,000 per claim, with an aggregate limit of not less than \$ 2,000,000 within any policy year. This policy shall be maintained continuously from the commencement of the *Services* and, subject to commercial availability, for a minimum of three years after the *Ready-for-Takeover* date. The *Client* acknowledges that the actual amount of insurance available at any given time under a claims made policy will be dependent on the aggregate amount of all claims made during a policy year.

OR (Strike out either A20 or A21.)

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

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

7.5 The general liability insurance to be carried by the *Architect* pursuant to GC 10.2 shall have limits of not less than \$ 5,000,000 per occurrence.

7.6 This contract shall be governed by the laws of Saskatchewan.

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

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Signatures

Client

Greg Dionne, Mayor
(Name of Client)

[Signature]
(Signature)

Terri Mercier, City Clerk
(Name and title of person signing)

[Signature]
(Signature)

June 6, 2022
~~(Name and title of person signing)~~ Date

Witness

(Signature)

(Name and title of person signing)

Architect

Prairie Architects Inc.

(Name of Architect)

(Signature)

Damien Fenez, Principal Architect

(Name and title of person signing)

(Signature)

(Name and title of person signing)



Witness

[Signature]
(Signature)

Melissa McAlister, Principal Architect

(Name and title of person signing)

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Definitions

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

Additional Services

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

Architect

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

Client

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

Construction Budget

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

Construction Contract

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

Construction Cost

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

Construction Cost Estimate

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

Construction Documents

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

Constructor

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

Consultant

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

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General Review

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

Instruments of Service

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

Place of the Work

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

Project

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

Ready-for-Takeover

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

Reimbursable Expenses

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

Services

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

Toxic or Hazardous Substances or Materials

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

Value Added Taxes

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

Work

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

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General Conditions

GC0 Preamble

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

GC1 Architect's Responsibilities and Scope of Services

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

GC2 Additional Services

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

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

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

GC3 Client's Responsibilities

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

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

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

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

3.4 The *Client* shall:

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

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

GC4 Construction Budget, Construction Cost Estimate and Construction Cost

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

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

GC5 Architect's Role and Authority During Construction

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

GC6 Use of Documents

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

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- 6.5 Any alterations to or unauthorized use of the *Instruments of Service* shall be at the *Client's* sole risk. Moreover, the *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including legal costs) associated with such alterations or unauthorized use. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any alterations or unauthorized use.
- 6.6 If building information modelling (BIM) will be used for the *Project*, and the standard BIM Contract Appendix published by the Institute for BIM in Canada (iBC) is appended to this contract, copyright for the model and model elements shall be as set out in the BIM Contract Appendix.
- 6.7 This GC6 shall survive suspension, termination, or completion of this contract.

GC7 Standard of Care

- 7.1 The *Architect* and the *Consultants* engaged by the *Architect* shall perform the *Services* to the standard of care ordinarily exercised by other members of their professions under similar circumstances, at the same time and in the same or similar locale.
- 7.2 The *Client* acknowledges that the standard of care prescribed in GC 7.1 does not require perfection.
- 7.3 The *Architect* and the *Client* shall promptly notify the other in writing upon discovery of any matters that require clarification or amendment of the *Instruments of Service* prepared by the *Architect* or a *Consultant* engaged by the *Architect*. The *Architect* shall provide the necessary *Services* to remedy or clarify such matters arising in the *Instruments of Service*. Such amendments shall be carried out on a without prejudice basis in a timely fashion so as to minimize disruption to the *Project*.
- 7.4 If the *Client* considers any matter to be a negligent error or omission of the *Architect* or of a *Consultant* engaged by the *Architect*, the *Client* shall promptly notify the *Architect* in writing accordingly. The *Architect* shall thereupon take the necessary steps to advise any *Consultant* so impacted, and to preserve its coverage under any professional liability insurance policy that may apply.

GC8 Indemnification

- 8.1 Subject to GC 9 Limitations of Liability, the *Architect* and the *Client* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party, provided such claims are attributable to:
- .1 negligent performance of professional *Services* by the *Architect* or by those for whom the *Architect* is responsible in law, or
 - .2 a breach of this contract by the party from whom indemnification is sought.
- 8.2 This GC 8 shall survive suspension, termination or completion of this contract.

GC9 Limitations of Liability

- 9.1 Any and all claims, whether in contract or tort, which the *Client* has or may have against the *Architect* in any way arising out of, or related to, the *Architect's* duties and responsibilities, including those arising from GC 8 Indemnification, shall be limited in amount to the lesser of:
- .1 the amount of insurance coverage provided under Article A20 or A21 of the agreement that is available at the time the claim is made, or
 - .2 the amount stated in Article A22 of the agreement.
- 9.2 The *Architect* shall not be liable, in contract or tort, for:
- .1 any alterations to the *Architect's* design or to the *Construction Documents* made by the *Client*, the *Constructor*, or other third parties without the *Architect's* written approval,
 - .2 acts, omissions, or errors of the *Client*, of *Consultants* or other third parties retained by the *Client*, or of the *Constructor*, nor
 - .3 for the result of any interpretation or finding of the *Architect* rendered in good faith in accordance with the *Construction Documents*.
- 9.3 The liability of the *Architect* and the *Client* with respect to any claims against each other, in contract or in tort, shall be limited to direct damages only and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party.

GC10 Insurance

- 10.1 Unless the *Client* arranges and pays for project specific professional liability insurance as stated in Article A21 of the agreement, the *Architect* shall carry professional liability insurance under a policy that has limits not less than those stated in Article A20 of the agreement.
- 10.2 The *Architect* shall carry general liability insurance under a policy with limits not less than those stated in Article A23 of the agreement, from the date of commencement of the *Services* until one year after the *Ready-for-Takeover* date.

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

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- 13.2 The basis for calculating the percentage fee shall be as follows:
- .1 before a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Budget* at the time of the invoice,
 - .2 after a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Cost Estimate* at the time of the invoice, and
 - .3 after the *Construction Contract* is entered into, the fee shall be based on the *Construction Cost* at the time of the invoice.
- 13.3 The fee shall not be subject to any retroactive adjustments based on increases or decreases to the *Construction Budget* or the *Construction Cost Estimate* as the *Services* progress.
- 13.4 If the *Client* furnishes labour or material below market cost, the amounts upon which the fee is calculated shall be adjusted as if all labour and material were paid for at market prices at the time of construction.
- GC14 Dispute Resolution**
- 14.1 Differences between the *Architect* and the *Client* as to the interpretation, application or administration of this contract, or any failure to agree where agreement between the *Architect* and the *Client* is called for, collectively called disputes, shall be settled in accordance with this GC 14.
- 14.2 The *Architect* and the *Client* shall make all reasonable efforts to resolve disputes by amicable negotiations and shall provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents, to facilitate these negotiations.
- 14.3 If the *Architect* and the *Client* so agree, the dispute shall be submitted to mediation or arbitration in accordance with CCDC 40 - Rules for Mediation and Arbitration of Construction Industry Disputes, in effect on the date of this contract.
- 14.4 If the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that a dispute between the *Client* and *Constructor* may be finally resolved by arbitration:
- .1 the *Client* shall notify the *Architect* in writing of the matter in dispute at least 14 calendar days in advance of any arbitration proceeding,
 - .2 the *Client* shall ensure that the *Construction Contract* or a subsequent agreement between the *Client* and *Constructor* provides that the *Architect* has the option to request or object to the joinder of the *Architect* as an additional party to the arbitration, and
 - .3 if the *Architect* requests the joinder of the *Architect* as an additional party to the arbitration, the *Client* shall consent to the joinder, and
 - .4 if the *Client* fails to comply with GC 14.4.1, 14.4.2, or 14.4.3, the *Client* shall have no claim against the *Architect* arising from matters resolved by the arbitration.
- 14.5 This GC14 shall survive suspension, termination, or completion of this contract.
- 14.6 Nothing in this contract shall be deemed to affect any right to adjudication which may be prescribed by the law of the *Place of the Work*.
- GC15 Miscellaneous General Conditions**
- 15.1 The *Architect* and the *Client* shall maintain each other's confidentiality. Except as necessary in the proper performance of the *Services* and except for promotional purposes with the *Client's* written consent, which shall not be unreasonably withheld, the *Architect* shall neither use, nor disclose nor otherwise communicate any information about the *Project* or the *Client*.
- 15.2 The *Architect* shall be entitled to sign the building by inscription or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 15.3 The *Architect* and the *Consultants* engaged by the *Architect* shall be identified on any temporary *Project* identification signs erected at the *Place of the Work*.
- 15.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 15.5 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 15.6 Unless otherwise agreed in writing by the *Architect* and the *Client*, the *Services* and this contract shall be considered complete one year after the *Ready-for-Takeover* date.

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Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far right column. Alternatively, at the user's discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as "N/A" or "C". The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

The Services that the Architect is responsible to provide under the contract are as described in this Schedule A - Services. Other services that are not applicable, or that the Client is responsible to provide, are so indicated in this Schedule A - Services.

The method(s) of fee determination applicable to the contract is as stated in Article A12 of the agreement. The following designations are used to indicate the method of fee determination applicable to each line item, or the non-applicability of an item to the contract:

- F1** — Indicates the service is the responsibility of the Architect and the fee for the service is included in the fixed fee stated in the agreement.
- F2** Indicates the service is the responsibility of the Architect and the fee for the service is included in the percentage-based fee stated in the agreement.
- F3** Indicates the service is the responsibility of the Architect and the fee for the service is payable on the basis of time-based rates as stated in Schedule C – Time Based Rates.
- N/A** N/A (or an item left blank) indicates the service is not anticipated to be required at the time of contract signing and will not be provided by the Architect nor the Client. If the item is subsequently determined to be required, it shall be an Additional Service.
- C** Indicates the service is required but will be the responsibility of the Client and not the Architect.

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	Structural Consulting Engineering Services - Engage a structural engineer for all services related to the structural integrity of the Work including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing structural components and systems.	F2
1.2	Mechanical Consulting Engineering Services – Engage a mechanical engineer for all services related to mechanical systems and their controls including: plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing mechanical components and systems.	F2
1.3	Electrical Consulting Engineering Services – Engage an electrical engineer for all services related to electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems. If the Work involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing electrical components and systems.	F2
1.4	Acoustic Consulting Services –	N/A
1.5	Audio Visual Consulting Services –	N/A

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.6	Building Sciences Consulting Services –	N/A
1.7	Energy Modelling Consulting Services –	F2
1.8	Civil Engineering Consulting Services –	F2
1.9	Commissioning Consulting Services –	F2
1.10	Cost Estimating Consulting Services –	F2
1.11	Food Services Consulting Services –	N/A
1.12	Heritage Conservation Consulting Services –	N/A
1.13	Archaeological Consulting Services –	N/A
1.14	Hardware Consulting Services –	N/A
1.15	Interior Design Consulting Services –	F2
1.16	Laboratory Design Consulting Services –	N/A
1.17	Landscape Architect Consulting Services –	F3
1.18	Lighting Design Consulting Services –	F2
1.19	Microclimate Consulting Services –	N/A
1.20	Planning Consulting Services –	N/A
1.21	Security Consulting Services –	N/A
1.22	Building Security and Communications Systems Consulting Services –	N/A
1.23	Traffic Consulting Services –	N/A
1.24	Vertical Transportation Consulting Services –	N/A
1.25	[_____] Consulting Services –	
1.26	Furniture, Fixtures and Equipment (FF&E) Selection, Procurement, and Installation Coordination – Provide services for the selection, procurement and installation of FF&E, including re-use of <i>Client's</i> inventoried FF&E.	F2
1.27	Graphic Design and Signage – Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	F2
1.28	Tenant Improvement Design Services – Provide tenant layout and fit up <i>Construction Documents</i> coordinated with base building <i>Construction Documents</i> .	F3
1.30	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and fast track <i>Project</i> delivery.	N/A
1.31	Multiple Phases - Services in connection with multiple phased occupancies.	N/A
1.32	Coordination of Work of Client's Own Forces – Coordinate <i>Work of Client's</i> own forces with that of <i>Constructor</i> .	N/A

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.33	Coordination of Client's Equipment – Coordinate delivery, receipt, and installation of <i>Client's</i> equipment with <i>Constructor</i> .	N/A
1.34	Value Engineering Services –	F2
1.35	Life Cycle Cost Analysis Services –	N/A
1.36	Energy Modelling Services –	F2
1.37	Climate Change Analysis – Analyse effects of climate change on building components and systems over the life of the <i>Project</i> .	N/A
1.38	Enhanced Sustainable Design - Enhanced sustainable design services to incorporate advanced levels of sustainable design.	N/A
1.39	Sustainable Design Certification - Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	N/A
1.40	Commissioning - Services related to commissioning of the building.	F2
1.41	Multiple Language Services – <i>Construction Documents</i> , and all other <i>Services</i> , provided in a language other than the language of this contract.	N/A
2	COORDINATION SERVICES, ALL APPLICABLE PHASES	
2.1	Project Protocols - Meet with <i>Client</i> and <i>Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F2
2.2	Client Meetings - Hold regular <i>Client</i> meetings with <i>Client</i> and, when relevant, with <i>Consultants</i> to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F2
2.3	Consultant Coordination Meetings - Hold regular <i>Consultant</i> coordination meetings with <i>Consultants</i> and, when relevant, with <i>Client</i> to review progress and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F2
2.4	Project Dossier - Maintain written records of information flow between <i>Architect</i> , <i>Client</i> , <i>Consultants</i> , authorities having jurisdiction and other <i>Project</i> stakeholders. Document information requested and provided, recommendations made and accepted, advice given and decisions taken.	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<p>Project Report - Prepare <i>Project</i> report, including key information flow between <i>Architect, Client, Consultants</i>, authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, proposed materials, components and building systems, schedule, <i>Construction Budget, Construction Cost Estimate</i>, information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from <i>Consultants</i>. Provide to <i>Client</i> and <i>Consultants</i> at:</p> <ol style="list-style-type: none"> 1. end of Pre-Design Phase, 2. end of Schematic Design Phase, 3. end of Design Development Phase, 4. when Construction Documents Phase is 66% and 99% complete, and 5. end of Construction Documents Phase. 	F2
2.6	<p>Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.</p>	F2
2.7	<p>Coordination of Multiple Constructors - Coordinate <i>Work</i> of multiple <i>Constructors</i>, including contract administration for multiple <i>Construction Contracts</i>.</p>	N/A
2.8	<p>Coordination of Client's Own Forces - Coordinate <i>Work</i> of <i>Client's</i> own forces with that of the <i>Constructor</i>.</p>	N/A
2.9	<p>Coordination of Client's Furniture, Fixtures and Equipment (FF&E) – Coordinate the delivery, receipt, and installation of <i>Client's</i> FF&E with the <i>Constructor</i>.</p>	N/A
2.10	<p>Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the <i>Client's</i> CADD standards.</p>	F2
2.11	<p>Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.</p>	N/A
2.12	<p>BIM Model Manager – Function as the model manager in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.</p>	N/A
3	<p>AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES</p>	
3.1	<p>Review of Regulatory Requirements - Review applicable statutes, regulations, codes and by-laws, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.</p>	F2
3.2	<p>Zoning or Land Use Amendment - Assist <i>Client</i> in preparation of documents for, application for, and attendance at public hearings for, amendments to land use or zoning by-laws.</p>	N/A
3.3	<p>Variances - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings for variances.</p>	F2
3.4	<p>Site Development Review - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings and other meetings for site development review.</p>	F2
3.5	<p>Development Approval or Agreement - Assist <i>Client</i> in preparation of documents for and attendance at meetings for a development approval or agreement.</p>	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
3.6	Public Hearings – Assist <i>Client</i> in preparation of documents for, and attendance at, public hearings.	F2
3.7	Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.	F2
4	PRE-DESIGN PHASE SERVICES	
4.1	Analyses of Client Needs - Review <i>Client's</i> stated objectives for the <i>Project</i> and advise.	F2
4.2	Program Confirmation - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	F2
4.3	Initial Evaluation - Prepare and review with <i>Client</i> an initial evaluation of <i>Client's</i> program of requirements, schedule, <i>Construction Budget</i> , <i>Project</i> site, proposed <i>Project</i> delivery and procurement methods, and other initial <i>Client</i> provided information.	F2
4.4	Owner's Statement of Requirements - Set out fundamental objectives of the <i>Project</i> , including interrelation of space allocations, areas required for the spaces, specific materials and assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations.	F2
4.5	Functional Programming - Analyse <i>Client's</i> needs and prepare functional program.	F2
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	N/A
4.7	Financial Feasibility Study - Analyze the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Construction Budget</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> .	F2
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	N/A
1.9	Building Condition Assessment - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	N/A
4.10	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate</i> . Advise <i>Client</i> accordingly.	F2
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	F2
4.12	Comparative Studies of Prospective Sites - Review a number of potential <i>Project</i> sites and assess the suitability of each to accommodate <i>Client's Project</i> .	F2
4.13	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site.	F2
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.15	Verifying Accuracy of Drawings Furnished by Client - Review drawings, visit <i>Project</i> site and take measurements to satisfy that drawings are reasonably accurate in their representation of the existing premises.	F2
4.16	Drawing Conversion - Convert drawings provided by <i>Client</i> to an another appropriate format.	F2
4.17	Photographs - Prepare a photographic record of existing conditions.	F2
4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	F2
4.19	Assist Client Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	F2
4.20	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	F2
4.21	Assist Client Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	F2
4.22	Engage Toxic or Hazardous Substances Consultant – Engage a Hazardous Materials Consultant to provide a pre-construction report.	F2
4.23	Assist Client Regarding Toxic or Hazardous Substances Information Required – Coordinate with toxic or hazardous substances <i>Consultant</i> and other <i>Consultants</i> as to identification of information required.	F2
4.24	Marketing - Prepare promotional presentations or special marketing materials.	N/A
4.25	Basic Climate Analysis: Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	F2
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	F2
5.2	Schematic Design Concept(s) - 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 concept design, or designs, illustrating the scale and relationship of the <i>Project</i> components. Prepare Class 'D' <i>Construction Cost Estimates</i> as appropriate for each concept design.	F2

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.3	<p>Schematic Design Documents - Based on the <i>Client</i> approved schematic design concept and Class 'D' <i>Construction Cost Estimate</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 and including, as appropriate:</p> <ol style="list-style-type: none"> 1. site plan, 2. principal floor plans(s), 3. schematic sections and elevations, 4. massing representation, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare a schematic design report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. <i>Project</i> schedule, and 7. Class 'C' <i>Construction Cost Estimate</i>. 	F2
5.4	Marketing Documents - Provide or arrange for provision of promotional materials.	N/A
5.5	Architectural Models - Provide or arrange for provision of scale models.	N/A
5.6	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	F2
5.7	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	F2
5.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and obtain the <i>Client's</i> approval prior to proceeding to the Design Development Phase.	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	<p>Design Development Documents - Based on the <i>Client</i> approved schematic design documents and agreed <i>Construction Cost Estimate</i>, and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the <i>Construction Budget</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, and including:</p> <ol style="list-style-type: none"> 1. site plan, 2. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'B' <i>Construction Cost Estimate</i>. 	F2
6.2	<p>Update Project Schedule - Update and submit to the <i>Client</i> for approval a Project Schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.</p>	F2
6.2	<p>Submit Design Development - Submit the design development documents to the <i>Client</i>, advise the <i>Client</i> of any adjustments to the <i>Construction Cost Estimate</i> and obtain the <i>Client's</i> approval prior to proceeding to the Construction Documents Phase.</p>	F2
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	<p>Drawings and Specifications - Based on the <i>Client</i> approved design development documents and agreed updated <i>Construction Budget</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 <i>Work</i>.</p>	F2
7.2	<p>Update Construction Cost Estimate - Advise the <i>Client</i> of any adjustments to the <i>Construction Cost Estimate</i>, including adjustments indicated by changes in requirements and general market conditions. Provide:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are 66% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are 99% completed 	F2
7.3	<p>Update Project Schedule - Update and submit to the <i>Client</i> a <i>Project</i> schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.</p>	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.4	Prepare Bidding Requirements and Construction Contract Conditions - Obtain instructions from and advise <i>Client</i> on the preparation of the necessary bidding requirements, bid forms, and form of <i>Construction Contract(s)</i> .	F2
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	F2
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	F2
7.7	Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple <i>Construction Contracts</i> .	N/A
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>Client</i> for formal review at 33%, 66%, 99% and 100% completion. Submit final <i>Construction Documents</i> to <i>Client</i> and obtain <i>Client's</i> approval to proceed to the Bidding/Negotiation Phase.	F2
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist Client with Pre-qualification of Bidders - Prepare request for qualifications, receive responses from interested parties, evaluate responses, and report results to <i>Client</i> for decision.	F2
8.2	Assist Client in Calling for Bids – Arrange and manage the process for public or invitational call for bids and distribution of bid documents.	F2
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	F2
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	F2
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	F2
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>Client</i> .	F2
8.7	Bidding/Negotiation - Assist the <i>Client</i> with <i>Construction Contract</i> negotiations.	F2
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	F2
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	F2

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>Client</i> , <i>Constructor</i> and <i>Consultants</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F2
9.2	Architect Chaired Site Meetings - Organize and direct site meetings with <i>Constructor</i> , major sub-contractors, <i>Client</i> and <i>Consultants</i> to review the progress of the <i>Work</i> , address emerging concerns and coordinate efforts. Prepare and issue meeting minutes.	F2
9.2	Constructor Chaired Site Meetings - Attend all site meetings chaired by the <i>Constructor</i> . Review and comment on meeting minutes prepared by the <i>Constructor</i> .	N/A
9.3	Update Construction Documents - Update and issue revised <i>Construction Documents</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	F2
9.4	Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> .	F2
9.5	Requests for Information (RFI's) - Receive RFI's from <i>Constructor</i> and respond.	F2
9.6	Supplemental Instructions - Prepare and issue supplemental instructions as required for clarification of the requirements of the <i>Construction Documents</i> .	F2
9.7	Contemplated Change Notices, Change Orders and Change Directives - Prepare contemplated change notices with required drawings and specifications, evaluate <i>Constructor's</i> proposals, and prepare change directives and change orders for the <i>Client's</i> approval in accordance with the <i>Construction Contract</i> .	F2
9.8	General Review - Provide <i>General Review</i> at intervals required by the definition of <i>General Review</i> in the contract.	F2
9.9	Additional General Review - Provide additional <i>General Review</i> with more frequent visits to the <i>Place of the Work</i> than required by the definition of <i>General Review</i> in the contract, as follows: [].	F3
9.10	Additional Off-Site General Review of Manufactured Products – Provide additional <i>General Review</i> of major components produced at off-site prefabrication or manufacturing facilities with more frequent visits to those off-site facilities than required by the definition of <i>General Review</i> in the contract, as follows: [].	F3
9.11	Additional Project Representation – Provide full-time on-site representation for the duration of construction.	N/A
9.12	Inspection and Testing Services – Provide assistance in having inspection and testing companies perform services as required by the <i>Construction Contract</i> , receive and review their reports and report to <i>Client</i> .	F2
9.13	Enhanced Inspection and Testing Service - Provide assistance related to the inspection and testing of mock-ups, including witnessing testing of Project elements and systems	F2
9.14	Constructor's Proposed Substitutions – Evaluate substitutions proposed by the <i>Constructor</i> and make any resulting necessary revisions to the <i>Construction Documents</i> .	F3
9.15	Services Necessitated By Default of Client or Constructor – Provide services necessitated by the default of the <i>Constructor</i> or the <i>Client</i> under the <i>Construction Contract</i> , or by major defects or deficiencies in the <i>Work</i> of the <i>Constructor</i> .	F3

Schedule A - SERVICES

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.16	Services Related to Replacement of Damaged Work – Provide consultation concerning replacement of <i>Work</i> damaged by fire or other cause during construction and provide services related to replacement of such <i>Work</i> .	F3
9.17	Evaluation of Extensive or Unreasonable Claims - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	F3
9.18	Payment Certification - Receive and assess the <i>Constructor's</i> applications for payment and determine amounts payable by the <i>Client</i> under the <i>Construction Contract</i> .	F2
9.19	Deficiency Review - Review <i>Constructor's</i> list of outstanding and deficient <i>Work</i> . Identify incomplete <i>Work</i> and defects and deficiencies in the <i>Work</i> . Report in writing to the <i>Client</i> , <i>Constructor</i> , and <i>Consultants</i> .	F2
9.20	Record Drawings - Prepare record drawings showing changes to the <i>Work</i> made during construction based on as-built drawings (marked up prints) and other data submitted by the <i>Constructor</i> .	F3
9.21	Close-out Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals required by the <i>Construction Contract</i> .	F2
9.22	Systems Demonstrations - At the completion of construction coordinate with the <i>Constructor</i> , and if appropriate, <i>Consultants</i> to conduct systems demonstrations for the <i>Client's</i> operations personnel.	F2
9.23	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	F2
9.24	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	F2
10	POST CONSTRUCTION PHASE SERVICES	
10.1	Warranty Review - Prior to the end of the warranty period, undertake a review for defects or deficiencies and notify the <i>Constructor</i> in writing of items requiring attention by the <i>Constructor</i> .	F2

Schedule B - REIMBURSABLE EXPENSES

The *Client* shall pay to the *Architect Reimbursable Expenses* on the basis described in this Schedule B - REIMBURSABLE EXPENSES. Probable costs, where indicated, are the *Architect's* estimate of the total amount, excluding *Value Added Taxes*, of *Reimbursable Expenses* that may become payable for each item. Except where *Reimbursable Expenses* are indicated as payable on an "E3" basis, the *Architect* does not represent nor warrant that the Reimbursable Expenses will be less than or equal to the probable costs indicated.

The following designations are used to indicate the method of remuneration applicable to each line item, or the non-applicability of an item to the contract:

- E1** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* on the basis of actual costs, as they are incurred and supported by receipts. An administrative charge of 5 % will be added to these items.
- E2** Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* on the basis of actual costs, as they are incurred and supported by receipts, but without any added administrative charge.
- E3** ~~Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* as a pre-determined fixed amount, regardless of actual costs incurred. This amount is indicated in the probable cost column but shall not be exceeded. It shall be apportioned to the phases of the *Services* as stated in Article A13 of the agreement and is payable accordingly.~~
- E4** ~~Indicates that these *Reimbursable Expense* items are payable by the *Client* to the *Architect* as a pre-determined percentage of the *Architect's* fee for *Services*, regardless of the method of fee calculation and regardless of actual costs incurred. The percentage is 5 %, which amount shall be added to each invoice.~~
- E5** Indicates that these items are deemed to **not** be *Reimbursable Expenses* that are separately payable by the *Client* to the *Architect*. They are deemed to be included in the *Architect's* fee for *Services*.
- N/A** N/A (or an item left blank) indicates that, on the date the agreement is made, it is anticipated that these *Reimbursable Expense* items will not be incurred.

ITEM	REIMBURSABLE EXPENSE	BASIS OF PAYMENT	PROBABLE COST
1	General reproduction graphic services including: 1. Small format (ledger sized sheet or smaller) colour or black and white photocopying of original hard copies or printing of digital files. 2. Large format (greater than ledger sized sheet) colour or black and white photocopying of original hard copies or printing of digital files. 3. Scanning original hard copies to create digital files. 4. Printing and binding of reports and specifications. 5. Printing and binding of construction drawings.	E1	\$1000.00 Est.
2	Special reproduction graphic services including: 1. High-quality colour or black and white printing of digital files. 2. Mounting or framing of prints. 3. Production of marketing or presentation materials.	E1	TBD
3	Delivery costs including: 1. Couriers 2. Registered or express mail 3. Postage	E2	TBD
4	Local transportation including: 1. Taxis 2. Use of personal vehicles at rate of [\$0.50/km] 3. Parking	E1	TBD

Schedule B - REIMBURSABLE EXPENSES

ITEM	REIMBURSABLE EXPENSE	BASIS OF PAYMENT	PROBABLE COST
5	Other Transportation including: 1. Air fare 2. Meals 3. Travel time of <i>Architect's</i> and <i>Architect's Consultant's</i> personnel 4. Automobile rental	E1	\$2300/person per trip
8	Communications charges including: 1. Long distance telephone and facsimile charges 2. Internet services 3. Video and teleconference services 4. Collaborative project-specific internet sites 5. Project web camera 6. Cell phone charges	N/A	
9	Local <i>Project</i> office	N/A	
10	Commissioned presentation materials including: 1. Renderings 2. Physical models 3. Computer models 4. Computer animations	E5	
11	Internet based services 1. Virtual storage 2. FTP site 3. <i>Project</i> management file sharing service	N/A	
12	Miscellaneous		
TOTAL PROBABLE COST			

Schedule C - TIME BASED RATES

The *Architect's* fee shall be based on the following time based rates for personnel employed by the *Architect* and the *Architect's Consultants*. All rates exclude *Value-Added Taxes*.

PERSONNEL	RATE
Principal	\$220
Partner	\$190
Senior Engineer / Architect	\$180
Senior Designer	\$175
Intermediate Designer	\$155
CAD Technician	\$120
Contract Administrator	\$170
Administration	\$110
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Question 3c: When it comes to; Survey, Geotechnical and Construction site inspections, (in detail), what's included in your fees?

What is included in your fee?

Following Fees Based on an estimated Airport Terminal construction cost of \$6.0M as directed in RFP:

Task	Rate	Disbursements	Fees	Total
Conceptual & Preliminary Design (SD)	Upset Fee	\$100.00	\$51,750.00	\$51,850.00
Detail Design (DD and CD) ¹	61%	\$500.00	\$352,940.00	\$353,440.00
Solar PV Design	Upset Fee	\$100.00	\$20,000.00	20,100.00
Bidding & Tendering	3%	\$100.00	\$17,250.00	\$17,350.00
General Engineering (CA)	8%	\$200.00	\$48,300.00	\$48,500.00
Site Inspections	Daily Rate	\$1,800.00/trip ²	\$81,000.00 ³	\$81,000.00
Post Construction	Upset Fee	\$50.00	\$3,450.00	\$3,500.00
Totals		\$1,050.00	\$574,690.00	\$575,740.00 ⁴

1. Includes energy modelling for Energy Code Compliance
2. Per person / trip rate includes estimated round trip flight costs per person = \$900 round trip, car rental, overnight stay, and daily rate of 10hrs as per RFP.
3. Includes Facility Tours and Design Phase meetings (excludes on site inspection during construction as quantity would be based on final construction schedule and team member required at time of site review).
4. Our site inspections carries a \$2,300 per trip / per person rate and includes round trip flight, car rental, overnight stay and incidentals including the RFP daily rate of 10hrs. If we were to assume a (12) month construction schedule an additional \$59,300 would be billed to cover (12) monthly meetings for PM travel and (15) S/M/E/C site review meetings. Total bid amount would increase by \$59,300 and revised total increase to \$635,040.