

PUBLIC REQUEST FOR PROPOSALS (RFP)

**JOINTLY SUBMITTED BY
PALLISER REGIONAL
SCHOOL DIVISION NO. 26
AND THE TOWN OF
COALDALE**

for

ARCHITECTURAL PRIME CONSULTANT SERVICES

for

**THE NEW KATE ANDREWS HIGH SCHOOL
(GRADES 7-12) AND COALDALE MULTI-USE
RECREATION FACILITY**

RFP No: 20190801

RFP Issued: Wednesday, July 24, 2019

RFP Closing: Wednesday, August 14, 2019 @ 4:00pm MST

**Location:
3305 18 Avenue N.
Lethbridge, Alberta
T1H 5S1**

Inquiries Contact:

**Dexter Durfey
Secretary Treasurer
Palliser Regional Schools
dexter.durfey@pallisersd.ab.ca**

Submit email inquiries only. Identify the RFP title and number in the subject line.

PART 1 – PROCUREMENT REQUIREMENTS

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PART 2 – CONTRACTING REQUIREMENTS

- .1 Royal Architectural Institute of Canada (RAIC) “Canadian Standard Form of Contract for Architectural Services” Document Six, 2018 Edition
- .2 Schedule 'A' – Schedule of Services
- .3 RAIC, Document Six, 2018 Edition, Schedule 'B' – Reimbursable Expenses
- .4 RAIC, Document Six, 2018 Edition, Schedule 'C' – Hourly Rates

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PART 1 – PROCUREMENT REQUIREMENTS

SECTION 01 – INSTRUCTIONS TO PROPONENTS

1. INTENT

- .1 The intent of this Request for Proposals (RFP) is to solicit Proposals from Proponents, in accordance with the procurement and contracting requirements described in this RFP, for the following:
 - .1 The Services:
Architectural Prime Consultant Services
 - .2 The Project:
The New Kate Andrews High School (Grades 7-12) and Multi-Use Recreation Facility
- .2 A “value-based selection” process will be employed for this procurement. This means that the successful Proponent will be the one whose Proposal offers best value to the Owner and is most advantageous to the Owner’s interests, taking into consideration all qualifications.
- .3 Additional information relative to the project is included in Section 03 - Available Project Information.
- .4 The Owner will not disclose
 - .1 the scoring results of the Proponent’s individual scoring, overall scoring or ranking within the evaluation process, or
 - .2 any information about another Proponent’s scoring, ranking or submission of the RFP evaluation process.
- .5 The successful Proponent will be required to enter into a fixed fee contract based upon the Royal Architectural Institute of Canada (RAIC) “Canadian Standard Form of Contract for Architectural Services” Document Six, 2018 Edition, including such supplementary conditions and amendments as may be required by the Owner. A draft version of the contract is attached at Part 2 of this RFP.
- .6 Notwithstanding the foregoing or anything to the contrary in this RFP, the Owner reserves the right to cancel this RFP at any time and to reissue it for any reason whatsoever without incurring any liability, and no Proponent will have any claim against the Owner as a consequence.
- .7 Palliser Regional Schools and the Town of Coaldale will co-evaluate the proposals received in response to this RFP.

2. DEFINITIONS

- .1 “Alberta Time” means Mountain Standard Time (MST) or Mountain Daylight Time (MDT) as provided for in the Daylight-Saving Time Act (Alberta).

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- 2 “Business Day” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Owner.
 - 3 “Consultant” is a person or an entity engaged by the Owner to provide services.
 - 4 “Consultant Team” is the proposed or engaged team responsible for providing all required services.
 - 5 “Contract” means the undertaking by, and the agreement between, the Owner and the Consultant to perform their respective contractual obligations.
 - 6 “Corporate Support” means the process the Proponent will employ to support the Consultant in addressing project specific issues identified in relation to the Consultant’s (and the Consultant’s Team) services to the Owner. Issues may include schedule slippage, quality of deliverables, quality of administration or management, issue resolution, and other factors within the Consultant’s (and Consultant’s Team) scope of work.
 - 7 “Evaluation Team” means the individuals who will evaluate the Proposals on behalf of the Owner.
 - 8 “Mandatory” or “Mandatory Requirement” means a specific criterion or requirement which is essential for the Proposal to be evaluated.
 - 9 “Owner” means the Palliser Regional School Division No. 26 (also referred to in this RFP as “Palliser Regional Schools”) and the Town of Coaldale.
 - 10 “Proponent” means a short-listed firm responding to this RFP.
 - 11 “Proposal” or “Proposals” means the submission received from a Proponent in response to this RFP.
 - 12 “RFP Closing” means the date and time indicated on the RFP cover, or as otherwise amended by addenda, as the deadline for submitting a response.
 - 13 “Request for Proposal”, “Request for Proposals” or “RFP” or “RFP Documents” means the document issued by the Owner, used to solicit detailed information relative to services and fees; which includes Procurement Requirements and Contracting Requirements, and any addenda thereto.
 - 14 “Services” includes everything done or performed by the Consultant which is within the scope of the Contract, as set out in the Contract, including preparation and submission of any deliverables required by the Contract.

3. AVAILABILITY OF RFP DOCUMENTS

- .1 RFP Documents are available on Alberta Purchasing Connection (APC).
- .2 The Owner will assume no responsibility or liability for the completeness of any RFP Documents, updates or amendments obtained from a source other than identified above.

4. CONFLICT OF INTEREST

- .1 Any business entity or individuals that could create a conflict of interest or a perceived conflict of interest shall not be included in the Proponent's submission.
- .2 If a Proponent considers that a particular relationship or association does not create a real or apparent conflict of interest and will not create a perception of conflict of interest, but is concerned that the Owner could arrive at a different conclusion, the Proponent shall:
 - .1 Fully disclose the circumstances to the Owner at the earliest possible date, and
 - .2 Request that the Owner provide an interpretation before the RFP Closing as to whether the relationship or association creates a conflict of interest or a perception of conflict of interest.
- .3 In assessing whether a conflict of interest or a perceived conflict of interest exists, the Owner will consider in the exercise of his or her discretion whether any submissions include:
 - .1 Individuals who, through their current employment or association with the Owner, have had involvement with or knowledge of the project;
 - .2 Firms or individuals currently retained by the Owner in relation to the project;
 - .3 Any individual that is a member of the Legislative Assembly of Alberta or an associated person as set out in the Conflicts of Interest Act; or
 - .4 Any business entity that consists of or contains current employees of the Town of Coaldale or Palliser Regional Schools.
- .4 At the Owner's sole discretion, the Owner may disqualify a submission where a conflict of interest or a perceived conflict of interest exists, or where there is evidence of collusion.
- .5 The decision of the Owner is final and binding.

5. COST OF SUBMISSION AND OWNERSHIP

- .1 Notwithstanding any other provision, by submitting a proposal, each Proponent agrees that any claim that the Proponent may have against the Owner and the Owner's affiliates (and their employees, agents, consultants and elected officials) (collectively the "Owner Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its proposal to a maximum of \$10,000.00. For clarity, each Proponent specifically waives as against the Owner Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

- .2 Proposals received at RFP Closing become the property of the Owner and will not be returned.

6. THE SERVICES AND THE DELIVERABLES

- .1 The draft contract is included in Part 2 – Contracting Requirements of this RFP. This draft contract is subject to revisions based upon supplementary conditions and amendments required by the Owner.
- .2 The Services to be provided under the Contract are specified in Schedule A – Schedule of Services appended to the Contract.
- .3 The required deliverables, and time requirements associated with the deliverables, are specified in the Agreement portion of the Contract.

7. PROPOSAL SUBMISSIONS

- .1 The Owner will receive Proposals at the RFP close location no later than the RFP Closing as indicated on the cover of this RFP.
- .2 For RFP closing purposes, the official time of receipt of Proposals is determined by the time recorder clock used by the Owner.
 - .1 Late Proposals will be date and time stamped and returned unopened to the Proponent.
- .3 Proposals received via fax, e-mail, or verbally are not acceptable and will not be considered.
- .4 The Owner will only accept and evaluate one Proposal submission per Proponent.
- .5 Refer to Section 02 – Proposal Submission Requirements for details.
- .6 Do not complete or submit Section 04 – Proposal Evaluation Form. This form is for the Owner's use and is provided to Proponents for information only.
- .7 There will not be a public opening (with Proponents present) of the Proposal submissions.

8. IRREGULARITIES

- .1 A Proposal that is informal, incomplete or qualified, or otherwise irregular in any way, may be declared non-compliant and rejected.
- .2 The Owner reserves the right to waive any mistake, non-compliance, informalities, non-material defects or clerical errors in any Proposal. The Owner also reserves the right to reject any and all Proposals, or any part of a Proposal, when said action is deemed to be in the best interest of the Owner. The Owner reserves the right to negotiate with one or more Proponents as it sees fit and the Owner shall have no liability to any other Proponent as a result of such negotiations. Proposals will be evaluated based on what is in the best interest of the Owner. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a Proponent unless and until the Owner and the Proponent execute a binding contract. The determination of what is a minor and inconsequential irregularity, and whether or not to accept or waive such irregularity, is at the Owner's sole discretion.

- .2 Failure to meet any of the Mandatory Submission Requirements is not considered a minor irregularity and the Proponent's submission will be declared non-compliant and rejected.
- .3 Discrepancies between words and figures will be resolved in favour of words.

9. INFORMATION DISCLOSURE

- .1 All information provided by the Owner to the Proponents and all information provided by the Proponents to the Owner as part of or subsequent to their Proposal is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (Alberta), hereinafter called "the Act".
- .2 The Act allows any person a right of access to records under the Owner's custody or control, subject to limited and specific exceptions as set out in the Act. A Proponent should identify those portions of its Proposal that the Proponent considers confidential and could significantly harm the Proponent's business interests or the disclosure is an unreasonable invasion of personal privacy. If the Owner receives a request under the Act for access to records in the Proponent's Proposal, the Proponent will be given a notice allowing it to consent to disclosure, or to explain why the disclosure would significantly harm the Proponent's business interests or would be an unreasonable invasion of personal privacy. The Owner does not warrant that such identification will preclude disclosure if disclosure is determined to be required under the Act.
- .3 Before disclosing to the Owner any individual's personal information by including personal resumes, client references, etc. in a Proposal, the Proponent shall obtain the consent of the affected individuals. Consents must be in writing and specify to whom the personal information may be disclosed and used. This information will be used by the Owner to ensure accuracy and reliability of the Proposal and its evaluation.

10. INTERPRETATION AND MODIFICATION OF THE RFP

- .1 Address all inquiries related to this RFP to the person identified on the cover of this RFP.
- .2 If an inquiry requires an interpretation or modification of this RFP, the response to that inquiry will be issued in the form of a written addendum only.
- .3 Submit inquiries no later than five (5) business days before the RFP Closing.
- .4 Any replies to inquiries or interpretations or modifications of this RFP made verbally, by e-mail or by any manner other than in the form of a written addendum are not binding on the Owner.
- .5 Headings are used for convenience only and they do not affect the meaning or interpretation of the clauses.
- .6 Words in the singular include the plural and vice versa.

11. PROPOSAL WITHDRAWAL AND ACCEPTANCE

- .1 A Proposal may be withdrawn provided a written request to do so is received by the person identified on the cover of this RFP before this RFP Closing.
- .2 A withdrawn Proposal may be resubmitted provided the resubmitted Proposal is received at the RFP close location (as identified on the cover of this RFP) before the RFP closing.
- .3 A Proposal may not be withdrawn after the RFP closing and shall remain open to acceptance by the Owner until:
 - .1 The successful Proponent has entered into contract with the Owner, or
 - .2 60 calendar days after the RFP closing, whichever occurs first.
- .4 The acceptance period may be extended at the Owner's request to all Proponents and is subject to each Proponent's written consent to the extension.
- .5 The Owner may negotiate Contract terms with the successful Proponent.
- .6 Unsuccessful Proponents will be notified within 10 business days after contract award.

12. ADDENDA

- .1 The Owner may issue addenda modifying or supplementing the RFP documents no later than three (3) Business Days before the RFP Closing.
- .2 The Owner may extend the RFP Closing by issuing an addendum any time before the RFP Closing.
- .3 Prospective Respondents that accessed the RFP documents from APC will automatically receive an e-mail notification from APC of any addendum posted. It is the responsibility of the Proponent to ensure all addenda have been received prior to the RFP closing.
- .4 Issued addenda will become part of the RFP documents.

13. EVALUATION PROCESS

- .1 Proposals will be evaluated by an Evaluation Team consisting of representatives from Palliser Regional Schools and the Town of Coaldale using the evaluation criteria and weightings specified in Section 04 – Proposal Evaluation Form.
- .2 The Evaluation Team will be comprised of representatives of the Owner.
- .3 The Owner reserves the right to independently verify information presented in a Proponent's submission.
- .4 The Evaluation Team, according to its sole and best judgment and discretion, will determine the Proposal that best meets the requirements of this RFP.
- .5 The Owner reserves the right to short-list Proponents. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the sole cost of the Proponent.

- .6 Award of any contract will be in the form of written Notice of Award, duly authorized from the Owner. No other communication from the Owner or a representative of the Owner shall constitute an award.
- .7 The Owner may, prior to and after contract award, negotiate changes to the scope of services, or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their proposal as a result of such changes and the Owner shall have no liability to any other Proponent as a result of such negotiations or modifications.

14. SCORING METHODOLOGY

- .1 Scores will be assigned based on the following scale:
 - .1 Zero (0) points if no information is provided to address the criterion.
 - .2 One point (1) if the information provided minimally addresses the criterion.
 - .3 Two points (2) if the information provided mostly addresses the criterion but is unclear.
 - .4 Three points (3) if the information provided mostly addresses the criterion and is clear.
 - .5 Four points (4) if information provided fully addresses the criterion but is unclear.
 - .6 Five points (5) if information provided fully addresses the criterion and is clear.
- .2 The assigned scores will be weighed against the maximum weighted score.

15. SUPPLEMENTARY INFORMATION

- 1 Following the evaluation team's initial evaluation of the Proposals, the Authority may at its sole discretion require some or all Proponents to submit clarifying information, in writing, in response to questions provided by the Authority. Unsolicited clarifying information or additional information provided after the RFP Closing Time will not be considered.
- 2 Following receipt of clarifying supplementary information, the Evaluation Team may modify their initial evaluation scores to reflect the supplementary clarifying information.
- 3 The Owner will not consider unsolicited supplementary or clarifying information received from Proponents after the RFP Closing.

16. DEBRIEFING

- .1 Debriefing will be made available through the Inquiries Contact.

17. CONFIDENTIALITY

- .1 All Proponents, including its officers, directors, partners, employees, agents, or representatives are not to publicly disclose any information related to their intended involvement in the project, the project details, the RFP documents, the RFP process, and the draft contract without written permission from the Owner.
- .2 Failure to maintain confidentiality may result in suspension of the Proponent, its officers, directors, partners, employees, agents and representatives from future Government of Alberta opportunities for a period of up to 12 months, legal action, or both.

**18. AGREEMENT ON INTERNAL TRADE AND NEW WEST
PARTNERSHIP TRADE AGREEMENT**

- .1 The provisions of the Agreement on Internal Trade, Part IV, Chapter 5 – Procurement and Annex 502.4, and the New West Partnership Trade Agreement apply to this RFP.

19. LEGAL JURISDICTION

- .1 The law applied in respect to this RFP shall be the laws of the Province of Alberta and civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta.

END OF SECTION

SECTION 02 – PROPOSAL SUBMISSION REQUIREMENTS

1. INTENT

- .1 This Section specifies the format and content requirements for the information to be submitted.

2. PROPOSAL FORMAT REQUIREMENTS

- .1 Organize the Proposal to clearly and succinctly present the required information. Use the main headings and present the information in the order provided in Section 04 – Proposal Evaluation Form.
- .2 Proposals must be submitted as two (2) separate packages:

- .1 One (1) sealed package containing four (4) hard copies, one (1) marked as “original,” three (3) marked as “copy,” and one (1) electronic unprotected PDF version of the Proposal on a CD or USB Memory Stick.

Clearly indicate on the exterior of the submission package:

1. Legal name of the Proponent
2. Title of the RFP: The New Kate Andrews High School (Grades 7-12) and Multi-Use Recreation Facility

- .3 Proposals where the original copies or electronic version differ in content may be disqualified from further evaluation.
- .4 Proposals where the RFP qualifications submission contains any fee related information, other than team hourly rates, will be disqualified from further evaluation.
- .5 Limit the RFP qualifications submission to a maximum of 30 single-sided or 15 double-sided, 8½" x 11" pages or equivalent (e.g. 11" x 17" fold-out sheets for charts, schedules, etc. count as 2 pages).
 - .1 This page limit *excludes* a title page, cover letter, table of contents, organizational chart, divider pages and resumes.
 - .2 Proponents may at their discretion include additional information which they consider relevant to ensure a full and proper evaluation, provided that the specified maximum allowable number of pages is not exceeded.
 - .3 The Owner reserves the right to review only the maximum number of pages identified above.
- .6 Use a clear, easy-to-read font type and size, such as 11-point Arial or 12-point Times Roman.

- .7 Bind each copy of the Submission in a "permanent" soft cover binding (e.g. No 3-ring binders).
- .8 Indicate the number of all addenda received in the Proposal submission.
- .9 Submit all Proposals, including attachments, in English.

3. MANDATORY SUBMISSION REQUIREMENTS

- .1 In the Proposal Qualifications Submission, Proponents must:
 - .1 Provide proof that the Proponent is licensed to practice architecture in accordance with the laws of the Province of Alberta.
 - .2 Provide evidence of insurance by attaching insurance certificate(s) indicating that the Proponent possesses valid:
 - .1 Professional Liability insurance with limits of not less than \$2,000,000 inclusive per occurrence,
 - .2 Commercial Liability insurance with limits of not less than \$2,000,000 inclusive per occurrence,
 - .3 Automobile liability insurance on all vehicles owned, operated or licensed in the Consultant's name, with limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and property damage.
 - .2 Qualifications Submission does not contain any fee related information and all copies contain the same information.
- .2 A Proponent who does not meet the above requirements will be disqualified from any further consideration of their Proposal.

4. CORPORATE PROFILE

- .1 Provide the following information:
 - .1 Respondent's legal and operating name(s)
 - .2 Date established
 - .3 Contact person for the purpose of the RFP
 - .4 Respondent's address(es)
 - .5 Respondent's Principal(s) and their title(s)

5. CORPORATE SUPPORT

- .1 Describe the process the Respondents' senior management would utilize to address concerns between the Owner and the Proponent in regard to managing schedule slippage, quality of deliverables, quality of administration or management, issue resolution and other factors within the Consultants scope of work.

6. PROPOSED CONSULTANT AND SUBCONSULTANT TEAM

- .1 Demonstrate that the Proponent has the capacity to manage and perform all consulting services and produce all deliverables within the required project schedule. Capacity includes sufficient qualified staff and resources including sub-consultants and their level of expertise.

- .2 Assemble a Consultant Team that includes, but is not limited to, the following disciplines:

- .1 Architectural
- .2 Structural
- .3 Mechanical
- .4 Electrical
- .5 Civil
- .6 Landscape Architecture
- .7 LEED
- .8 Radon Mitigation
- .9 Food Services
- .10 Solar

- .3 Identify for each proposed Consultant Team member:

- .1 Name and title.
- .2 Their role for the project (e.g. team lead, lead designer, technical expert, etc.)
- .3 Their proposed extent of participation, their duties and responsibilities.

- .4 For each proposed Consultant Team member, attach a one (1) page resume that describes their discipline, professional credentials, affiliations and project experience in a similar role as the one proposed for this project. (This section to be an appendix that will not be included with page count.)

- .5 Identify other staff resources proposed to be committed to the project, by job category.

- .6 List the hourly rates for all Consultant Team members and their support staff.

- .7 Provide information regarding the proposed organizational structure that will be used in delivering the scope of services specific to this RFP.

- .1 Provide an organizational chart that identifies how the Consultant Team will be organized by indicating formal and informal reporting lines of communication

- .8 Proponents may provide other pertinent information demonstrating the Proponent's experience and past performance record, e.g. unique project challenges or problems, innovative program solutions, project successes, etc.

7. PROJECT EXPERIENCE AND PAST PERFORMANCE

- .1 Attach summaries of up to six (6) reference projects, undertaken in the last five (5) years, where the Proponent was the Prime Consultant.
- .2 Reference projects should be similar to the project for which submissions are being sought. (e.g., project delivery method, building type, scope of services, size, building information modeling, etc.).

Provide for each referenced project:

- .1 Title, location and description of the project
 - .2 Project Delivery Method
 - .3 Building Type
 - .4 Role of the Proponent
 - .5 A list of all disciplines and specialties associated with the project retained by the Proponent
 - .6 A list of all services provided
 - .7 Planned and actual start and completion dates of the project (Where the planned and actual dates differ, please explain.)
 - .8 The awarded construction contract amount and final construction cost (Where the amounts differ, please explain.)
 - .9 Names and telephone numbers of owner representatives that have working knowledge of the project's quality, budget and schedule.
- .3 Reference projects may be past projects for Palliser Regional Schools, the Town of Coaldale or for others.

8. PROJECT COMPREHENSION

- .1 Provide a brief description of the requirements and challenges of this project based on the information provided in this RFP.
- .2 Provide examples of how the Proponent will add value within the defined scope of services.
- .3 Identify any special needs, risks or considerations that the Owner may not have identified and suggest approaches for addressing them.
- .4 Describe the main design considerations applicable to this type of project.
- .5 Provide examples of past experience of the region's trade, contractors and sub-contractors, and the challenges and/or opportunities that will need to be considered and addressed given the current situation of the construction industry.
- .6 Provide examples of past experience working with Palliser Regional Schools, the Town of Coaldale or other rural communities and school divisions.

- .7 Provide a brief description of your understanding of the composition of the student body at this school and the Coaldale area.
- .8 Provide examples of projects your firm has completed that have included partnerships between a school division and a community use facility and how the partnership was addressed.
- .9 Provide a brief description of the added values that the Town of Coaldale could realize by combining the Coaldale Recreation Facility and the new Kate Andrews High School.
- .10 Provide a brief description of your assessment of the Build Site, including creative ways you believe the Project can be incorporated into the surrounding landscape.

9. PROPOSED WORK METHODOLOGIES

- .1 Describe the proposed priorities and sequences for this project.
- .2 Provide a Gantt chart that clearly illustrates a breakdown of the project timeline in sequential phases from project commencement to completion.
- .3 Describe your quality assurance process. Provide details of how the required disciplines will be managed and coordinated to optimize design and ensure high quality construction documents including but not limited to specifications and drawings.
- .4 Describe the Proponent's work philosophy and how the Owner's needs will be considered and incorporated in the deliverables.
- .5 Provide a communication plan that explains the process between the Proponent, Owner, sub-consultants and contractor in identifying methods of communication, time frames and tools.
- .6 Provide a risk management plan that explains how risks will be identified, assessed for impact and probability, and mitigated.
- .7 Describe the management and quality management systems, strategies and skills that will be employed to ensure that:
 - .1 The Owner's expectations around project scope, time, cost, quality, performance and aesthetics will be met.
- .8 Describe the availability of local expertise from your team relative to the project site. Specify whether that expertise is within your firm or contracted. Provide a description of your approach to unexpected conditions and issues through construction, including a detailed response plan and estimated response time to site.

10. FEE PROPOSAL

- .1 Submit the proposed fee as Fixed Fee on the Fee Proposal Submission Form provided in Section 05. Any required information that is omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Fee Submission Form, may cause the submission to be declared invalid and rejected.

- .2 The following expenses must be included in the fixed fee amount:
 - .1 Travel expenses, including: mileage, accommodation and food expenses.
 - .2 Reproduction/Printing/Copying deliverable materials.
- .3 Do not include GST in any Fee Proposal. The Town of Coaldale and Palliser Regional Schools are not subject to the Goods and Services Tax.
- .4 Submit Fee Proposals in Canadian dollars.

END OF SECTION

SECTION 03 – AVAILABLE PROJECT INFORMATION

1. PROJECT DESCRIPTION

- .1 The Town of Coaldale is partnering with Palliser Regional Schools on the construction of a joint Multi-Use Recreation Facility along with the Kate Andrews replacement high school. The construction budget for the Multi-Use Recreation Facility is \$10,000,000. The anticipated budget for the Kate Andrews High School is \$37,000,000 with an estimated area of 7,700m² and a student capacity of 800. The intent is that the two projects will be co-designed and co-constructed on the same site. While the high school (grades 7-12), if approved, will be funded by the Province of Alberta, the Multi-use Recreation Facility will be funded by the Town of Coaldale.
- .2 There are three primary goals underpinning this municipal / school division synergy:
 - .1 to realize construction cost savings by sharing, where feasible, mutually required infrastructure, such as, by way of example, parking area and a shared “fourth wall”;
 - .2 to realize construction cost savings through the “economy of scale” principle that often corresponds to larger projects (as opposed to undertaking two standalone facilities at different periods of time); and,
 - .3 to create a facility that not only enhances the learning experience of students through the convenient presence of programmable recreation infrastructure, but a facility that provides a diverse array of amenities and activities for the community at large to enjoy.
- .3 As part of its commitment to facilitating the success of this joint venture, the Town of Coaldale will serve as the land developer and to this end, will fund and execute the civil works and infrastructure upgrades *external* to the construction site of the joint Kate Andrews High School / Multi-Use Recreation Facility. These civil works and infrastructure upgrades will be outside of the scope of the work contained in this Request for Proposal; for clarity, the infrastructure upgrades the Town will be undertaking to “pave” the way for this joint venture include the following:
 - .1 Intersectional upgrades at the intersection of 30th Street and Highway 3;
 - .2 Roadwork upgrades to 30th Street, 18th Avenue and 16th Avenue;
 - .3 Pathways along 30th Street, 18th Avenue and 16th Avenue;
 - .4 Underground service extensions from 16th avenue.
- .4 The preliminary design process for this Project will involve a high degree of community and stakeholder consultation in order to determine the specific amenities that will be included within the multi-use recreation facility.
- .5 The Project will be constructed upon a 20-acre parcel of land located on the NW part of the Town of Coaldale and as shown on the site plan below (the “Build Site”). For greater clarity, the land upon which the joint Kate Andrews High School / Multi-

Use Recreation Facility will be constructed is located on the southeast portion of the Town-owned quarter section of land legally described as the SW 15-9-20-W4 (subdivisions 3 and 6). The “Build Site” is located west and adjacent to the recently completed stormwater / wetland project known as Phase 2(a) of the Malloy Drain Implementation Project, a tri-party infrastructure endeavor undertaken by the Town of Coaldale, Lethbridge County, and the St. Mary River Irrigation District with major funding assistance from the Province of Alberta. To commemorate Coaldale’s Centennial (2019), a paved pathway along with various amenities were built around it.

2. LEED CERTIFICATION

- .1 This Project must meet LEED SILVER requirements based on the most applicable LEED rating system version at the time of submitting the application to Canada Green Building Council.

3. FUNDING

- .1 In the event the Kate Andrews High School does not receive provincial funding, the design of the High School will stop at the end of Schematic Design. The design of the High School will resume when funding is available. If the High School is not funded, a reduction in total fees will be negotiated as the Town of Coaldale will proceed with detailed design of the Multi-Use Recreation Facility.

4. ANTICIPATED PROJECT SCHEDULE

- .1 The project schedule calls for commencement of services by September 15, 2019 and completion of detailed design by January 6, 2021.
- .2 Anticipated milestones are as follows:

Activity	Start	End
RFP posting period	July 24, 2019	August 14, 2019
Evaluation of RFP Submissions	August 14, 2019	August 21, 2019
Award Contract to successful Proponent of the RFP process	August 21, 2019	August 28, 2019
Schematic Design / Community Consultation	September 15, 2019	November 30, 2019
Detailed Design	December 1, 2019	February 15, 2020
Working Drawings	February 16, 2020	May 30, 2020
Project tendered for construction	June 1, 2020	June 23, 2020

- .3 Dates are for reference only and are subject to change.

5. PROJECT DELIVERY METHOD

- .1 The anticipated project delivery method for this project is Design-Bid-Build.

6. PROJECT MANAGEMENT FRAMEWORK

- .1 A representative, employed by the Owner, has authority and responsibility for the overall management and delivery of the project.
- .2 The successful Proponent of the RFP process will be required to appoint a project leader who will interface with the Owner's representative. This interface will be the formal and principal point of contact and communication between the successful Proponent and the Owner.

7. OTHER CONSULTANTS

- .1 The Owner anticipates retaining the following specialist consultant[s] under direct contract with the Owner.
 - .1 Cost Consultant
 - .2 Surveyor
 - .3 Geotechnical Consultant
 - .4 Roofing Inspector
 - .5 Steel Construction Inspector

SECTION 04 – PROPOSAL EVALUATION FORM

PROPOSAL SUBMISSION EVALUATION CRITERIA
FOR INFORMATION ONLY

Do not submit this form with the Proposal Submission

MANDATORY SUBMISSION REQUIREMENTS	Yes /No
1. Proof of registration with a professional recognized regulatory, statutory or approved body at their places of operations.	
2. Provided all valid insurance certificate(s).	
3. RFP Qualifications submission does not contain any Fee related information	
<i>The Owner will disqualify from further evaluation a Proposal submission that is deemed to have not met any of the above Mandatory Submission Requirements</i>	
PROPOSAL QUALIFICATION SUBMISSION REQUIREMENTS	Max. Score
1. Corporate Profile	1
3. Corporate Support	4
.1 Managing Schedule Slippage	1
.2 Managing Quality of Deliverables	1
.3 Managing Quality of Administration	1
.4 Managing Issue Resolution	1
2. Proposed Consultant and Subconsultant Team	20
.1 Prime Consultant/Architect	5
.1 Professional Credentials	2
.2 Experience in a similar role	3
.2 Structural	4
.1 Professional Credentials	2
.2 Experience in a similar role	2
.3 Mechanical	4
.1 Professional Credentials	2
.2 Experience in a similar role	2
.4 Electrical	4
.1 Professional Credentials	2
.2 Experience in a similar role	2
.5 Civil	3
.1 Professional Credentials	2
.2 Experience in a similar role	1
4. Project Experience and Past Performance	12
.1 Reference projects within the last 5 years	3
.2 Performed by the Proponent in the same role	3
.3 Similar in nature (scope & services)	3
.4 Estimated pre-tender and post tender contract construction cost	3

5. Project Comprehension	27
.1 Description of requirements and challenges	2
.2 Value through innovation	2
.3 Description of special needs, risks and considerations	2
.4 Describe the main design considerations	2
.5 Examples of past experience working with of the region's trade, contractors and subcontractors	3
.6 Examples of past experience working with Palliser Regional Schools, the Town of Coaldale or other rural communities and/or school divisions	4
.7 Understanding of the student body and the Coaldale community	4
.8 Examples of projects the Proponent has completed in partnership between a school division and a community	4
.9 Added values of combining the Coaldale Multi-Use Recreation Facility and new High School	2
.10 Assessment of the build site	2
6. Proposed Work Methodologies	15
.1 Description of the proposed priorities and sequences	3
.2 Gantt chart	2
.3 Quality assurance process	2
.4 Work philosophy	2
.5 Communication plan	2
.6 Risk management plan	2
.7 Quality management systems for: project scope, time, cost, quality, performance and aesthetics	2
7. Reference Checks	6
.1 Proponent's work related to quality of work	1
.2 Proponent's work related to quality of deliverables	1
.3 Proponent's work related to quality of administration / management	1
.4 Proponent's process in relation to Corporate Support	1
.5 Proponent's ability and efforts to stay within project budget	1
.6 Proponent's ability and efforts to stay within project schedule	1
SUB-TOTAL – QUALIFICATIONS SUBMISSION:	85
FEE PROPOSAL SCORING	15
Score = $\frac{\text{Lowest Fee of all Proposals Received}}{\text{Proponent's Proposal Fee Amount}} \times 15 =$	
SUB-TOTAL – FEE SUBMISSION:	15

TOTAL SCORE:

100

END OF SECTION

SECTION 05 – FEE PROPOSAL SUBMISSION FORM

1. **FROM (Proponent):** _____

(Proponent Legal Name)

(Address)

(Address)

TO: Palliser Regional School Division No. 26
101, 3305 – 18 Avenue North
Lethbridge, AB T1H 5S1
Attention: Dexter Durfey

RE: REQUEST FOR PROPOSALS (RFP)
for Architectural Prime Consultant Services

Coaldale, Alberta
The New Kate Andrews High School (Grades 7-12)
and Multi-Use Recreation Facility

2. We, the undersigned, having examined and read the RFP Documents for the above noted project, including Addendum Number____through____inclusive, are satisfied we understand the RFP Documents and declare ourselves competent to undertake and complete the Services and agree to carry out the Services in accordance with the RFP Documents, for the fixed fee:

(Total in Words)

\$ _____
(Total in Canadian Dollars)

Which amount(s) **exclude** GST.

- .1 The fixed fee includes cost of Services and all costs associated with the Contract, including reimbursable expenses and travel costs.

The fee is based upon services required in the RFP Documents and is not a percentage of construction costs.

3. We, the undersigned, agree:

- .1 to execute a formal Agreement with the Owner for the performance of Services for the above stated compensation, if selected as the successful Proponent.

.2 that by executing this Fee Proposal Submission Form, we represent and warrant that the Proposal is submitted without collusion with any other party who may submit a separate Proposal; that we have not compared figures with any other party that may be submitting a separate Proposal; and we have not made an agreement with any other party whereby that party has agreed not to submit a Proposal.

4. Submitted this _____ day of _____, 20_____.

LEGAL NAME AND ADDRESS OF PROPONENT:

(Print or Type)

**Signature of authorized
representative(s):**

**Name and title of person(s)
signing: (print or type)**

Signature of witness:

**Name and title of person(s)
signing: (print or type)**

PART 2 – CONTRACTING REQUIREMENTS



Guide to the
**Canadian Standard Form of Contract
for Architectural Services**

DOCUMENT SIX
2018 Edition

The Royal
Architectural Institute
of Canada

This guide has been developed based on the 2006 and 2017 Editions. The Canadian Standard Form of Contract for Architectural Services, Document Six, 2018 Edition and this Guide were prepared by the Practice Support Committee of the Royal Architectural Institute of Canada:

- John Peterson, OAA, FRAIC Chairperson
- James Anderson, OAA, AIBC, AAA, SAA, MAA, NBAA, NSAA, PEIAA, NFAA, MRAIC
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- Alberta Association of Architects
- Architects' Association of New Brunswick
- Architectural Institute of British Columbia
- Association of Consulting Engineering Companies
- Brookfield Properties
- Cadillac Fairview
- Canadian Association of University Business Officers
- Canadian Construction Documents Committee
- Community and Government Services, Government of Nunavut
- Consulting Architects of Alberta
- Defence Construction Canada
- Encon Group Ltd
- Fonds des Architectes
- Highways and Public Works, Government of Yukon
- Immobilière Industrielle-Alliance
- Magil-Laurentienne
- Manitoba Association of Architects
- Nova Scotia Architectes Association
- Ontario Association of Architects
- Ordre des architectes du Québec
- Prince Edward Island Association of Architects
- ProDemnity Insurance Company
- Public Works and Services, Government of Northwest Territories
- Regional Municipality of Durham
- Saskatchewan Association of Architects
- Shared Services, BC
- Stantec Professional Services
- Transportation and Infrastructure, Province of New Brunswick
- University of British Columbia
- University of Toronto
- XLCaitlin Insurance Company SE

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Quick Reference Chart

Revisions of the 2018 edition from the 2006 and 2017 Editions

Article No.	Status	Description
A1	Revised	Format modified
A2	Revised	Format modified
A3	Revised	Format modified
A4	Same	
A5	Added	Now requires to stipulate Place of the Work
A6	Added	Now requires to stipulate Owner vs. Client
A7	Revised	2006 Edition - A5: Same content, revised location
A8	Added	2017 edition now requires to stipulate Client's anticipated dates for construction
A9	Added	2017 edition now requires Project delivery method and form of Construction Contract
A10	Revised	2006 Edition - A7 & A8: Overrides this content & now follows Schedule A - Services
A11	Revised	2006 Edition - A9: Same content, revised location
A12	Revised	2006 Edition - A10: Content expanded to add more details & now excludes Value Added Taxes
A13	Added	Requires distribution of fee over typical phases of a project
A14	Revised	2006 Edition - A11 and A12: Overrides this content & now follows Schedule B - Reimbursable Expenses
A15	Revised	2006 Edition - A13: Content modified - Options removed, revised location
A16	Revised	2006 Edition - A14: Content modified, revised location
A17	Revised	2006 Edition - A15: Content modified, revised location 2017 Edition - A17: Additional text referring to prompt payment
A18	Revised	2006 Edition - A17: Content modified, revised location
A19	Added	Requires inclusion of a percentage fee for redesign of the project
A20	Added	Requires parties to agree on who is to provide professional liability insurance coverage
A21	Added	Requires parties to agree on who is to provide professional liability insurance coverage
A22	Added	Must stipulate Architect's liability limit
A23	Added	Must stipulate amount of general liability insurance to be carried by the Architect
A24	Added	May stipulate province or territory where laws of the contract shall be governed by
A25	Added	Stipulates that this is the entire & integrated contract between Client & Architect
Signature Page		Unchanged

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Purpose

Document Six, 2018 is applicable to most types of projects and project delivery methods including where:

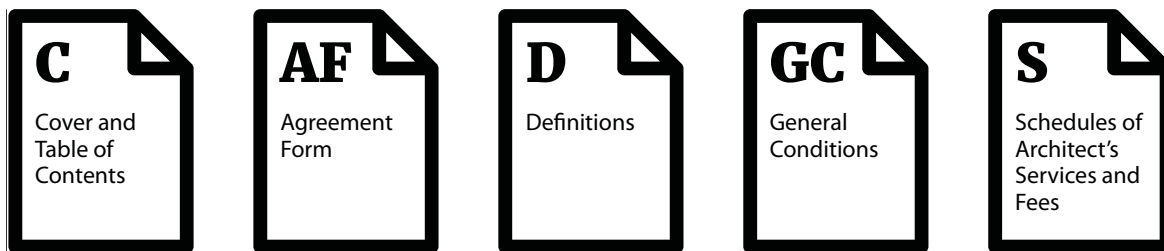
- the Architect is the “prime” consultant,
- the Architect is one of a number of separately engaged consultants,
- the Architect provides services for a traditional architectural project,
- the project does not necessarily involve the design and construction of a building, or
- the Architect provides any number of services from functional programming to facilities management and beyond. (Refer to the Canadian Handbook of Practice published by the RAIC.)

However, for Design-Build project delivery, CCDC 15 – Design Services Contract Between Design-Builder and Consultant should be used in lieu of Document Six. For Integrated Project Delivery projects a different multi-party contract is required, such as CCDC 30 - Integrated Project Delivery Contract.

Guidance notes to this contract are intended to assist the Client and the Architect in understanding Document Six and in completing the Agreement Form and Schedules.

Format

This edition of Document Six maintains essentially the same format as previous editions. It is still divided into the following five parts:



Note however that the four schedules included in the previous edition of Document Six are replaced by three new ones namely Schedule A – Services, Schedule B – Reimbursable Expenses, and Schedule C – Time Based Rates.

The Agreement Form contains the basic information and the variables that must be completed for each contract. It is provided in a format that facilitates editing. Blank lines indicate where information needs to be inserted. The lines may be deleted or revised as necessary to accommodate inserted text, but do not delete articles or insert additional articles in a way that alters the existing article numbering, which should remain. The General Conditions reference some articles by article number. The Schedules also require extensive editing to suit each Project. Conversely the Definitions and General Conditions are intended for use as is, without alteration. If alteration is required it must be done by means of separate “Supplementary Conditions” to Document Six that clearly identify any required additions, deletions, or modifications to the standard text. This approach is preferable to adding “Other Terms of Contract” to the Agreement Form as provided for in previous editions of Document Six.

This edition of Document Six strives for a fair and reasonable allocation of risk between Architect and Client. Supplementary Conditions, if any, should be kept to a minimum, recognizing that this standard form contract reflects industry recommended best practices. In particular, a Client should not attempt to impose Supplementary Conditions that transfer uninsurable or unmanageable risks to the Architect or require the Architect to assume unreasonable business risks. The Architect is cautioned that General Conditions altered by Supplementary Conditions may affect the Architect’s professional liability insurance coverage. The Architect and the Client are advised to seek legal and insurance advice when considering alterations to the Definitions or General Conditions.

Copyright

The RAIC holds the copyright for this document and for all of the national standard contract documents for the architectural profession in Canada. Users may freely download Document Six from the RAIC website at: www.raic.org. However, to be permitted to use Document Six for a contract, users must affix an authorization seal to the cover of each copy of the contract containing an original signature. Typically each contract will require two authorization seals – one for the original executed contract copy retained by the Client and one for the original executed contract copy retained by the Architect. Additional file record copies may be photocopied.

Authorization seals may be ordered on-line through the RAIC website, by telephone or by mail. Revenue generated by the RAIC through the sale of authorization seals is used to maintain and publish this document and other standard form contract documents.

Agreement

Article A1

A1	This agreement is made on: _____ (Date)
-----------	---

Insert the date that represents when an agreement was reached. This could be the date an oral agreement was reached, the date the contract was submitted to the Client, the date the Client first authorized action, or the date the contract is formally signed by one or both parties. This date will also be the date of commencement of the Services for the purposes of the contract.

Article A2 and A3

A2	between the Client:	_____
		(Name)

		(Address)

		(E-mail) (Fax no)
A3	and the Architect:	_____
		(Name)

		(Address)

		(E-mail) (Fax no)

Insert the full legal name and address of the Client and the Architect. The addresses provided here will be the addresses to be used for sending official notices under this Agreement.

Article A4

A4	for the following Project: _____
-----------	---

Insert the name of the Project and, if applicable, make reference to a detailed description of the Project and its characteristics, e.g. a functional program or design brief. There should be sufficient detail known about the Project to confirm the Construction Budget.

Article A5

A5	at the following Place of the Work: _____
-----------	--

Insert the municipal address where the Project is located. This is called the Place of the Work in this Agreement and in CCDC contracts.

Article A6

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

If the Client is not, or will not be, the owner of the real property (land, existing building, or new building) at the Place of the Work, this must be disclosed to the Architect, for example, where the Client is a tenant or where the Client is acting as agent for another party who is the owner.

Article A7

A7 The Construction Budget is: \$ _____

The Client's Construction Budget, as defined in this edition of Document Six is the maximum amount of money the Client is prepared to spend on the Construction Cost (as defined) and must include appropriate contingency allowances. The success of a project is affected by the adequacy of its funding. The Architect and the Client should have a common understanding in this regard and recognize that either the budget or the Client's expectations (or both) may need to be adjusted as the project progresses through design and construction.

Article A8

A8 The Client's anticipated dates for construction are:

.1 Commencement of construction: _____

.2 Ready-for-Takeover: _____

It may be difficult to determine dates for commencement and completion of construction before the Project has even been designed. Nevertheless, the Architect and the Client should have a common understanding of the Client's general expectations in this regard. Therefore some anticipated dates should always be entered, with the understanding that neither party assumes any rights or obligations in regard to these dates. Ready-for-Takeover is a new term that has or will appear in CCDC construction contracts in lieu of the former Substantial Performance of the Work. For the purposes of this Agreement, Ready-for-Takeover is as defined in the Construction Contract or, if not defined in the Construction Contract, it is the date of substantial performance or substantial completion of the Work as defined in the lien legislation applicable to the Place of the Work.

Article A9

The project delivery method as well as the associated Construction Contract will significantly impact the Architect's Services and should therefore be determined at the time of this Agreement. It is particularly important to ensure that the Services detailed in Schedule A are compatible with the intended project delivery method and the role of the Architect under the Construction Contract.

Article A9.1

A9 The anticipated Project delivery method and form of Construction Contract are:

.1 Project delivery method: _____

The most common project delivery methods under which Document Six may be used are Design-Bid-Build, Construction Management for Services, and Construction Management for Services and Construction. Refer to CCDC 10 – A Guide to Construction Project Delivery Methods for more information.

Article A9.2

.2 Form of Construction Contract: _____

The most common forms of Construction Contract to be referenced here would be CCDC 2 – Stipulated Price, CCDC 3 – Cost Plus, CCDC 4 – Unit Price, CCDC 5A – CM for Services and CCDC 17 – Stipulated Price Contract between Owner and Trade Contractor, or CCDC 5B – CM for Construction and Services. If a form of Construction Contract other than a CCDC form is contemplated (e.g. the Client's own form of contract) reference it here and ensure the method of payment (e.g. stipulated price, unit price, or cost plus) is indicated. Before entering into this Agreement, the Architect should review such other form of Construction Contract to ensure compatibility with the anticipated project delivery method and this contract, and to understand its implications for the Architect's Services.

Article A10

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

Schedule A must always be attached to and form part of the contract. Unlike previous editions of Document Six, this edition of Document Six no longer includes a separate schedule of Client’s responsibilities. Specific Client responsibilities beyond those stated in the General Conditions must now be identified in Schedule A.

Schedule A - Services may be substituted with an alternate schedule for projects with defined scope not requiring the full list of service options identified in Schedule A - Services. Enter the number of the schedule, A1 through A5, and enter the name of the defined scope schedule.

Article A11

A11 The following *Consultants* have been or will be engaged on the *Project*:

.1 by the *Architect*:

.2 by the *Client*:

A Consultant may, by definition in Document Six, be engaged by either the Architect or the Client. The role of coordinating all Consultants is a significant part of the Architect’s Services. Refer to the Canadian Handbook of Practice for more information on this topic. Insert here the names of all Consultants known at the time this Agreement is signed. If none are known or apply, insert “none at this time”. Any Consultants subsequently determined to be required must be added to the list by means of a written amendment to this Agreement. It is important for both the Architect and the Client to ensure that the terms of their respective agreements with Consultants are compatible with the terms of this contract and that all Consultants maintain appropriate professional liability insurance.

Article A12

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

.1 A fixed fee of \$_____.

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

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

.4 Other:

This article provides for the three most common methods of compensation for the Architect's Services. Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on fee determination. Be aware that the 2009 edition of the Fee Guide calculates fees based on its particular definition of "construction cost", which includes value-added taxes, whereas the definition of Construction Cost in this edition of Document Six excludes them. Insert here the required information as applicable and strike out the inapplicable clauses. If some combination of the three basic methods of fee determination, or perhaps some other method, is contemplated, describe in detail under A12.4 Other.

Article A13

A13	Payment of a fixed or percentage fee shall be apportioned to the phases of the <i>Services</i> as follows:	
	.1 Schematic design phase:	<u>12.5</u> %
	.2 Design development phase:	<u>27.5</u> %
	.3 Construction documents phase:	<u>25</u> %
	.4 Bidding or negotiation phase:	<u>2</u> %
	.5 Construction phase:	<u>30</u> %
	.6 Post-construction phase:	<u>3</u> %
	Total:	100 %

Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the typical distribution of the fee over the traditional phases of a project. Delete any phases that do not apply to the Services.

Article A14

A14	<i>Reimbursable Expenses</i> shall be payable on the basis stated in Schedule B – Reimbursable Expenses.
------------	--

Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the retainer.

Article A15

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

Refer to "A Guide to Determining Appropriate Fees for the Services of an Architect" published by the RAIC for guidance on the retainer. If not applicable, insert "n/a" or "zero".

Article A17

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

Insert a reasonable amount of interest to be paid on unpaid invoices. For long duration projects, the Architect and Client may wish to alter this article to specify a percentage above the prime lending rate of a specified financial institution, in effect at the time the payment was due. Prompt payment and adjudication legislation in some jurisdictions may have an impact on the time limits for payment and conflict resolution.

Article A19

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

Earlier editions of the Document Six General Conditions obligated the Architect to redesign at no additional fee if the lowest bid or proposal exceeded the “latest agreed statement of probable Construction Cost by more than 15%” (subject to certain conditions). This edition maintains the essence of that traditional obligation but provides for the parties to agree upon a higher or lower percentage by inserting that percentage here. If left blank the default of 15% applies. A 15% tolerance is generally considered to be a reasonable percentage to expect the Architect to stay within in the design of most projects. However for small projects or for complex projects it may be appropriate to increase it; for large projects or for simple projects it may be appropriate to decrease it, bearing in mind that any percentage significantly less than 15% may place unreasonable expectation and risk on the Architect. Refer to GC4 for additional guidance on this topic.

Articles A20 and A21

Unlike earlier editions of Document Six, this edition requires the parties to expressly agree on who is to provide professional liability insurance coverage and the specifics of that coverage. If the Architect is to provide professional liability insurance, select A20. If the Client will provide project specific liability insurance, as may be the case for large, complex projects or, if the Client requires a greater amount of coverage than what the Architect normally carries, select A21. Delete or strike out the non-applicable article.

Article A20

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

If A20 is selected, insert the agreed upon limits. The Client should review its requirements for professional liability insurance with its insurance advisors to understand the nature and limitations of claims-made insurance available to the Architect. The Architect should also review any proposed unusual or high limits insurance requirements with its insurer.

Article A21

OR (Strike out either A20 or A21.)

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

If A21 is selected, insert the amount of insurance, deductible amount, and number of years for which the policy is to be maintained, all as discussed and agreed by the Architect and the Client. The Architect should ensure that such amounts do not represent an unreasonable business risk to be assumed by the Architect.

Article 22

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

This article relates to G9, which limits the Architect's liability to the lesser of: (1) the amount of the insurance that is available at the time the claim is made, or (2) an amount that is agreed upon by the Architect and the Client and stated in the contract. That agreed upon limitation amount must be stated here. The Client should be aware that the Architect's exposure to liability vis-a-vis the Client, beyond the professional liability insurance coverage available to the Architect at the time a claim is made, represents an unacceptable business risk to the Architect. To further understand this, the Client should consult with its insurance advisors regarding the nature and limitations of claims-made insurance available to the Architect.

Article A23

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

The Architect and Client must also agree on the amount of general liability insurance (for liability other than professional liability) to be carried by the Architect. This will typically be the amount of coverage the Architect normally carries as general liability insurance but a Client may desire a higher amount, in which case the Architect may need to increase it. The agreed upon limits of that insurance must be stated here.

Article A24

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

This contract will normally be governed by the laws of the province or territory that is the principle place of business of both the Architect and the Client. However, where the principle places of business of the Architect and the Client are in different provinces or territories, they must agree on whose law will govern the contract. This would normally be the province or territory of the Place of the Work. Insert the name of the province or territory here, as applicable.

Signature Page

Signatures

Client

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Architect

(Name of *Architect*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

Insert the legal names of the Client and Architect (same as under A2 and A3) and the name(s) and title(s) of the authorized signing representative(s). The authorized persons should review the entire contract, with attachments, all within the official cover before signing in the presence of a witness. The witness need not be the same person for the signature(s) of both parties and the signatures need not be made on the same date. Those signing may include a date with their signature, but the date of the contract is determined solely by the date stated in Article A1.

Ensure that the RAIC authorization seal is affixed to the original signed copies. The parties may also affix their corporate or business seal (not the Architect's professional seal) if applicable. Where applicable, attach a copy of the resolution authorizing an individual to act on behalf of a firm or other entity.

Proper contract execution is essential to formalize the agreement reached between the parties. This should be done before commencement of any Services.

Definitions

Defined terms have specific meanings for the purpose of Document Six. For uniformity and clarity, defined terms are capitalized and italicized wherever they appear elsewhere in Document Six. When editing the Agreement Form and the Schedules, as well as when preparing Supplementary Conditions to Document Six, use the defined terms consistently in capitalized and italicized form.

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.

If and when the need for Additional Services is identified, prepare for the Client's signature a document identifying and describing the change(s) in the scope of Services and corresponding additional fees. This is similar in principle to a Change Order to a Construction Contract. This document should reference the contract to bind the parties to the terms and conditions of the contract with respect to the Additional Service. Alternatively, if the Additional Services are extensive, it may be appropriate to prepare a separate contract for the Additional Services or terminate the original contract and prepare a new contract.

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.

The previous edition of Document Six defined Construction Cost as including Value-Added Taxes. In this edition they are excluded. The rationale is that for most clients, Value-Added Taxes are recoverable and therefore not a true cost. This also permits alignment of the definition of Construction Cost with the definition of Construction Cost Estimate. In practice, a Construction Cost Estimate typically excludes Value-Added Taxes. The definition of Construction Cost is particularly significant when the Architect's fee is based on a percentage of Construction Cost. Other items that are excluded from the definition of Construction Cost are also noteworthy.

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.

Document Six assumes that Construction Cost Estimates will be prepared at various phases of the Project, prepared either by the Architect (if part of the Architect's Services) or by a third party, e.g. cost Consultant or Construction Manager. Such Construction Cost Estimates are commonly characterized as class A, B, C or D estimates, based on various stages of completion of the design (and construction in the case of Construction Management projects) and the corresponding availability of information. The different classes of estimates have different degrees of anticipated accuracy associated with them. For additional information on this topic refer to the Guide to Cost Predictability in Construction prepared by the Joint Federal Government/Industry Cost Predictability Taskforce. <http://www.cca-acc.com/wp-content/uploads/2016/07/GuideCostPredictability.pdf>

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.

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*.

Be aware that, except where otherwise stated in the contract, this term applies to persons or entities in contract with either the *Client* or the *Architect*.

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.

The previous edition of Document Six used the term “Field Review/General Review” to accommodate terminology differences in different provinces/territories. In the interests of simplicity, the term “General Review” is used in this edition, with the definition stating that “field review” is synonymous. Consult with the provincial/territorial association of architects having jurisdiction for the scope of professional services required at the *Place of the Work* during construction. The timing, the frequency, the *Work* to be reviewed, and the determination of general conformity are at the core of the *Architect*’s services during construction and are at the *Architect*’s discretion.

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*.

The definition of *Instruments of Service* is significant with respect to GC6 Use of Documents. The definition has been broadened from that in the previous edition of Document Six to ensure that it captures everything created by the *Architect* and the *Architect*’s *Consultants* as part of the *Services* or *Additional Services*. It includes digital as well as hard copy information.

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*.

Ready-for-Takeover is a new term that has or will appear in CCDC construction contracts as a new contractual milestone separate from the traditional milestone of Substantial Performance of the *Work* established by lien legislation. It is therefore used in this edition of Document Six in lieu of the former “Substantial Performance of the *Work*”. Where this new term does not appear in the *Construction Contract*, its meaning for the purpose of this Agreement is the traditional substantial performance or substantial completion of the *Work* as defined in the applicable lien legislation.

General Conditions

Preamble

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 <i>Client</i> and the <i>Architect</i> for the development of the <i>Project</i> .
0.3	This contract shall be interpreted fairly and reasonably.
0.4	The relationship between the <i>Client</i> and the <i>Architect</i> shall be one of mutual respect, support, openness, and good faith.
0.5	The final design of the <i>Project</i> 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 <i>Client</i> and the <i>Architect</i> . This contract anticipates and accommodates necessary adjustments during the <i>Project's</i> design and construction.
0.6	The <i>Client</i> acknowledges that the <i>Architect</i> has a duty of care arising by law and from the <i>Architect's</i> professional status and professional code of ethics.
0.7	The <i>Client</i> and the <i>Architect</i> acknowledge that the success of the <i>Project</i> is reliant on a relationship of mutual respect, support, openness, and good faith with the <i>Constructor</i> .

This is a new GC in this edition of Document Six. It is intended to set the tone for the contract and the Architect/Client relationship by highlighting the underlying principles intended to govern the actions of the Architect and the Client and their interpretation of the contract. While not stated in the contract as such, the Architect and the Client should have an open and frank discussion to ensure a common understanding around the following types of matters before entering into the contract:

- The purpose of the contract is for the Architect to provide the professional Services necessary to assist the Client in attaining the Client's goals and objectives for the Project.
- By its nature, design is an evolutionary process that requires constant revision, adjustment and refinement as the design progresses at increasing levels of detail throughout all phases of the Services.
- By its nature, the design and construction process is subject to risks and uncertainties in terms of Project scope, cost, time, quality and performance.
- Successful project delivery invariably involves any number of third parties whose actions the Architect and Client cannot control.
- Attaining the Client's goals and objectives for the Project is dependant on the Architect, the Consultants, and the Client working collaboratively and cooperatively throughout all phases of the Services.
- The Architect and the Architect's Consultants have the requisite qualifications, competence, expertise and resources to perform the Services necessary for the Project and if they do not, the Client can expect to be promptly notified.
- The Client may rely upon the Architect's professional advice in the performance of the Services.
- The Architect will identify matters in which the Architect is not qualified to provide professional advice.
- The Architect may rely upon the Client to act prudently, reasonably, and in a timely manner in exercising the Client's responsibilities under the contract and as otherwise required for the delivery of the Project.
- The Architect may decline to perform tasks, take actions, or assume responsibilities that are outside the scope of Services identified in the contract.
- The Architect may ascertain, whenever and by whatever means available, that the Client has the ability to fulfil its financial obligations under this contract and under the Construction Contract.

Refer to the Canadian Handbook of Practice published by the RAIC for additional information related to the foregoing.

GC 1.1.10

.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

The Architect's responsibility extends to the Project records that are related to the Services, not necessarily to all Project related records.

GC 1.1.11

- .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.

This edition of Document Six places some additional obligations on the Architect regarding conflicts of interest, which is a matter of concern to many clients.

GC 2.2.4

- .4 changes to the *Client's* schedule, including the anticipated dates for construction as stated in Article A8 of the agreement,

Changes to the Client's schedule may be caused by the Client's actions (or failure to act in a timely manner) or by the Constructor's failure to meet Contract Time provisions in the Construction Contract. Both of these are outside of the Architect's control.

GC 2.2.7

- .7 the *Client's* failure to render decisions in a timely manner,

To ensure that the Client understands the necessary timelines for decision-making, the Architect should prepare a pre-construction schedule indicating significant Client decision milestones and advise the Client of timelines for decisions that may be required during construction. In addition, it is recommended that all of the Architect's requests for a Client decision include an expected time frame within which the decision needs to be made.

GC 2.2.8

- .8 the enactment of new or revised statutes, regulations, codes, or by-laws,

These types of changes usually do not apply retroactively to projects already in design or construction, but when they do, or if the Client chooses to voluntarily comply, Additional Services may be required.

GC 2.3

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

It is imperative, and in the interests of both the Client and Architect, that the Architect never perform any services considered to be beyond the scope of the Services identified in Schedule A without the Client's prior written agreement. Such services performed without the Client's prior written agreement are not Additional Services by definition and therefore the Client would be under no obligation to pay for them.

GC 3.2

- 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.

The Client's responsibility to provide information to the Architect is based on the premise that the Client is in a better position than the Architect to know about existing information related to the Project and to obtain new information that is required by the Architect to facilitate provision of the Services.

GC 3.4.3

- .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,

To ensure that all Consultants engaged by the Client are adequately insured, the Architect should consult with, or have the Consultants' policies reviewed by, the Architect's insurer. Ideally, Consultants' coverage should match the Architect's required coverage.

GC 3.4.4

- .4 engage a qualified *Constructor* under a *Construction Contract* compatible with this contract,

The performance of the Constructor is a significant determining factor in the ultimate success of the Project. The Constructor's performance also significantly impacts the level of effort required of the Architect in performing the Architect's Services during construction. It is therefore in the interests of both the Client and the Architect to ensure that the Client engages a Constructor possessing the resources, knowledge, skills, experience, and other capabilities commensurate with the demands of the design and the size and complexity of the Project. The Client and the Architect should jointly undertake procurement planning well before the bidding or negotiation stage. Procurement planning should consider appropriate pre-qualification processes (refer to CCDC 29 – A Guide to Pre-Qualification) and lowest price versus best-value procurement methods, all within the constraints of the agreed project delivery method and form of Construction Contract as set out in Article A9 of the Agreement. Procurement planning should also consider how local market conditions and the availability of Constructors with the requisite qualifications might affect the Client's expectations.

GC 4.2

- 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.

The Client should understand that the Construction Cost Estimate will include contingency amounts for these items and that these contingency amounts must therefore, by definition, also be included in the Construction Budget.

GC 4.4

- 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*.

This edition of Document Six clarifies the Architect's and the Client's respective obligations if and when the expected Construction Cost exceeds the previously agreed upon Construction Budget by "less than" the agreed upon percentage, in contrast to different obligations if the Construction Budget is exceeded by "more than" the agreed upon percentage (as stated in 4.5 and 4.6).

GC 4.5

- 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.

This edition of Document Six clarifies the Architect's and the Client's respective obligations if and when the expected Construction Cost exceeds the previously agreed upon Construction Budget by "more than" the agreed upon percentage, in contrast to different obligations if the Construction Budget is exceeded by "less than" the agreed upon percentage (as stated in 4.4).

GC 4.6

- 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 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.

The Architect's traditional obligation to redesign at no additional fee when the lowest bid or proposal exceeds the "latest agreed statement of probable Construction Cost by more than 15%" (as stated in the previous edition of Document Six) is clarified and expanded in this edition of Document Six. It now applies at any time during the design process when the Construction Cost Estimate is determined to exceed the Construction Budget, not just when bids or proposals are received. In addition, the 15% is now stated in the Agreement (Article A19) to provide the flexibility to increase or decrease this percentage by mutual agreement of the parties. This percentage is, in effect, the amount by which each Construction Cost Estimate that is prepared, as well as the amount by which the lowest bid or proposal when received, are allowed to exceed the Construction Budget without holding the Architect responsible for redesign costs. In other words, it is the maximum extent of the tolerance the Architect is expected to stay within relative to the Construction Budget when developing the design. It should not be confused with: (1) the contingency amounts within the Construction Cost Estimate (and the Construction Budget) as stated under GC 4.2, or (2) the margin of error inherent in each Construction Cost Estimate (an estimating tolerance) as discussed in the guide item for the definition of Construction Cost Estimate. If the parties contemplate increasing or decreasing the traditional 15%, refer to the guide item for A19 of the Agreement for additional guidance.

GC 5

GC5 Architect's Role and Authority During Construction

This GC reflects the Architect's traditional role and authority, and limitations thereto, during construction. It aligns with similar clauses appearing in CCDC construction contracts. If a CCDC construction contract will not be used, the Architect and the Client should ensure that the Client's construction contract will contain similar provisions.

GC 6

GC6 Use of Documents

Since the copyright for the Instruments of Service (a defined term) is established by law under the Copyright Act of Canada, this edition of Document Six deemphasizes copyright provisions and instead addresses the practical aspects of the Client's permitted use of documents for which the Architect owns the copyright. The contract does not cede copyright to the Client, but grants to the Client a license to use the Instruments of Service for certain prescribed purposes as provided for in this GC. Clients should not modify this GC with Supplementary Conditions that attempt to transfer to the Client the Architect's copyright or moral rights to the Architect's creative work.

GC 6.6

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.

The Institute for BIM in Canada (IBC) publishes a BIM Contract Appendix, which is to be appended to contracts for architectural services on projects where building information modelling will be used. It is available at <https://www.ibt-bim.ca/documents>. The BIM Contract Appendix defines and stipulates the roles and responsibilities of the various parties in the use of BIM for their project. If applicable to the Project, ensure that the latest version of the BIM Contract Appendix is appended to Document Six.

GC 7

GC7 Standard of Care

This is a new GC in this edition of Document 6. It addresses some important issues related to the standard of care required of the Architect. Refer also to the Canadian Handbook of Practice published by the RAIC for more information on this topic.

GC 7.1

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.

This GC states the standard of care required of an Architect as established by law. It is similar to the standard of care required of other professions. Clients should not alter this standard of care by means of Supplementary Conditions that attempt to impose a higher standard of care obligation on the Architect. Doing so may jeopardize the Architect's professional liability insurance and thus present an unacceptable business risk to the Architect.

GC 7.2

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

Clients should understand that the standard of care does not require perfection and therefore that not all errors and omissions should be considered negligent errors or omissions. A finding of negligence can ultimately only be determined by a court of law.

GC 7.3

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*.

This GC addresses matters that require clarification or amendment to the Construction Documents but which the Client does not consider to be negligent errors or omissions. It is intended to provide a practical mechanism for dealing with matters where the Architect has not breached the standard of care necessary for something to be considered a negligent error or omission. The Architect is nevertheless advised to report such matters to its insurer.

GC 7.4

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.

This GC addresses the process for dealing with a matter the Client considers to be a negligent error or omission, thus requiring the professional liability insurer to become involved.

GC 8

GC8 Indemnification

The previous edition of Document Six did not include any indemnification provisions (also known as hold harmless provisions). Such provisions are included in this edition of Document Six as they are common in many contracts, including CCDC contracts. They are considered to provide a fair and reasonable allocation of risk, particularly when made reciprocal. Clients should not attempt to modify this GC by Supplementary Condition. If a Client does so, the Architect should obtain legal and insurance advice before signing the contract.

GC 9

GC9 Limitations of Liability

The previous edition of Document Six limited the liability of the Architect solely to the coverage and amount of professional liability insurance carried by and available to the Architect at the time the claim is made. This edition of Document Six maintains a similar limitation but also provides for the Architect's liability to be limited to an actual amount agreed by the parties and stated in the Agreement (Article A22). The limitation is the lesser of these two amounts. Clients should not expect Architects to assume liability in amounts greater than what the Architect is insured for, or expect the Architect's liability to be unlimited under the contract. Similarly, Supplementary Conditions under which a Client requires that employees, partners, officers, directors, etc. may be held personally liable are untenable. Such broadening of the Architect's liability would entail an unreasonable and unacceptable business risk to the Architect.

GC 9.3

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.

This is a new GC in this edition of Document Six. The previous edition did not expressly exclude liability for consequential damages. Nevertheless, Clients should not attempt to hold the Architect liable for consequential damages by deleting this clause or substituting a clause to this effect by means of Supplementary Conditions. This would entail an unreasonable and unacceptable business risk to the Architect.

GC 10

GC10 Insurance

Unlike previous editions of Document Six, this GC obligates the Architect to carry professional liability and general liability insurance with minimum limits agreed by the Architect and the Client and specified in the Agreement (Article A20), unless the Client provides project specific professional liability insurance.

GC 10.3

10.3 The *Architect* shall require all *Consultants* engaged by the *Architect* to carry insurance.

It is incumbent on the Architect to ensure that all Consultants engaged by the Architect are properly insured. As a starting point, their coverage should match the Architect's required coverage. For a minor Consultant the coverage could be less, subject to negotiation, but the Architect should understand that if such a Consultant's insurance turns out to be inadequate, the Architect is responsible for any shortfall.

GC 11.1

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.

This GC entitles either party to terminate the contract on account of a specified cause.

GC 11.2

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.

This GC entitles the Client to temporarily suspend performance of the Services, or terminate the contract, for convenience.

GC 11.3

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*.

This GC entitles the Architect to additional fees for demonstrable costs (but not loss profit) if the Client suspends performance of the Services for convenience. Moreover, if a Client initiated suspension remains for more than 60 days, the Architect may terminate the contract at any time or allow the suspension to continue indefinitely, at the Architect's discretion.

GC 11.4

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.

This GC entitles the Architect to suspend performance of the Services or terminate the contract on account of specified causes.

GC 11.5

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.

This GC entitles the Architect to additional fees for demonstrable costs, including loss of profit, if the Client terminates the contract for convenience or if the Architect terminates the contract more than 60 days after a Client initiated suspension. Unlike under the previous edition of Document Six, the additional fees to which the Architect is entitled in these circumstances, including those for loss of profit, must be for costs that are "demonstrable" and "reasonably incurred".

GC 12.3

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*.

The Client can expect the Architect's professional liability insurance to respond to legitimate claims or demands of the Client. The Client is therefore not permitted to unilaterally make deductions or set-offs from the Architect's invoices.

GC 12.4

- 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.

This is a new GC in this edition of Document Six. It applies only in those jurisdictions whose lien legislation requires or permits a holdback to be retained from payments to the Architect. Its purpose is to permit a one-time partial release of holdback to the Architect when construction commences (when typically 80% of the value of the Architect's Services have been performed) rather than having to wait until 100% of the Architect's Services are complete at the end of construction or beyond before any holdback can be released.

GC 13

GC13 Percentage-Based Fee

This GC provides a standardized basis for calculating and paying the Architect's fee when the fee is percentage-based.

GC 13.2

- 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.

The monthly fee calculation is based on the percentage stated in Article A12 of the Agreement applied to either the "Construction Budget", the "Construction Cost Estimate", or the "Construction Cost" (depending on the stage of the Project) and whatever that amount happens to be at the time of the invoice to arrive at a total fee amount for the Services. This total amount is then apportioned in accordance with Article A13 of the Agreement and prorated on a monthly basis to determine the monthly invoice amount. Refer to the Definitions for the precise meanings of the defined terms used in this GC. In the case of construction management project delivery where the Construction Cost is not known until the last Construction Contract is entered into, the fee during construction should continue to be based on the latest Construction Cost Estimate at the time of each invoice.

GC 13.3

- 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.

It is important to note that fee calculation method described in GC 13.2 does not contemplate any retroactive adjustments based on changes to the Construction Budget or the Construction Cost Estimate. With this method, the fee amount adjusts as the Services progress and as frequently as necessary to reflect the latest and best cost information available at the time of each invoice. This is considered to be the fairest approach for both the Architect and the Client.

GC 14

GC14 Dispute Resolution

This GC provides for alternative dispute resolution, i.e. mediation or arbitration in accordance with the rules provided by CCDC 40, but only by mutual agreement of the parties. If either party does not agree to mediation or arbitration, litigation remains the default dispute resolution method.

GC 14.3

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.

Architects are cautioned to consult with their professional liability insurer before agreeing to submit a dispute to mediation or arbitration.

GC 14.4

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.

The Client should be aware of some important Client obligations under this GC in the event that the Client engages in arbitration proceedings pursuant to a dispute under the Construction Contract. These provisions are required to protect the Architect's interests in matters affecting the Architect that may arise out of those arbitration proceedings.

GC 14.6

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*.

Prompt payment and adjudication legislation in some jurisdictions in Canada specify the time period in which a payment must be made following the submission of an approved invoice. Legislation also defines the timing and process of resolution of conflict in the event of a disagreement in the application for payment.

GC 15.1

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*.

This edition of Document Six places some additional obligations on the Architect regarding confidentiality, which is a matter of concern to many clients.

Schedules

Schedule A - Services

Schedule A is intended to be a model or template that is fully editable and customizable. It provides the Architect and the Client with the flexibility to develop a detailed schedule that accurately reflects the scope of Services to be provided, to suit the specific requirements of a particular contract, including for different types of Projects and project delivery methods. Unlike previous editions of Document Six, the 2016 edition of Document Six no longer includes a separate schedule of Client's responsibilities. Any specific Client responsibilities beyond those addressed in the General Conditions must be identified in Schedule A.

Schedule A is intended to serve as a handy checklist for the Architect and the Client to ensure that all services required for the Project, and the party responsible for the provision of each of those services, is clearly identified. It is essential that the Architect and the Client meet to review and discuss Schedule A in detail before it is finalized.

Schedule A-1 through A-5

Alternate schedule A-1 through A-5 are intended to be model templates for projects with specific scope not requiring the extensive list of services provided in Schedule A - Services.

Schedule A1 - Predesign Services

Schedule A2 - Building Condition Assessment Services

Schedule A3 - Basic Services

Schedule A4 - Custom Residential Design Services

Schedule A5 - Interior Fitup Services

If using an alternate schedule, insert the number and title of the schedule in A10 and A12.

Schedule B – Reimbursable Expenses

Schedule B is, like Schedule A, intended to be a model or template that is fully editable. Earlier editions of Document Six dealt with Reimbursable Expenses only in the non-editable Definitions and GCs. Identifying Reimbursable Expenses in an editable Schedule that provides for different methods of remuneration for different Reimbursable Expenses provides the Architect and the Client with greater flexibility to tailor the contract to their needs. Like Schedule A, it is also recommended that the Architect and the Client review and discuss Schedule B in detail to ensure a common understanding of how Reimbursable Expenses will be dealt with.

Schedule C – Time Based Rates

Use Schedule C only when all or part of the fee is to be based on time based rates for individuals, most commonly hourly rates, but which could also be daily or monthly rates. Like the other schedules, Schedule C provides a flexible model or template for creating a contract specific Schedule C.