REQUEST FOR SUPPLIER QUALIFICATION

Consultant Prequalification 2018

12/4/2017
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1. GENERAL INFORMATION

The Design, Engineering and Construction (DEC) Department of the Physical Resources Directorate is undertaking this prequalification process to develop a “vendor-of-record” list of various consultants for consulting services for projects with a total project value of up to $2,000,000 and for other specific services for extraordinary assignments with a total value of less than $100,000.

The University of Guelph is seeking the best combination of experience, service and value from Consultants.

The University reserves the right to modify or eliminate any aspect of this process at any time with addendum or notice being posted to MERX.

1.1. PURPOSE

This Request for Supplier Qualification (RFSQ) is the first stage of a two stage process. This first stage is to qualify consultants for consideration for future project work - a “vendor-of-record” list for consulting services for future work.

DEC expects to establish several VOR lists for various consulting services for future projects or assignments. Once established, the VOR list will be valid for a period of not more than 35 months. Prior to the expiry of the 35 month term, a new RFSQ for consultant prequalification will be issued.

The Consultant VOR lists are as follows:
- Prime Consultants – multi discipline firms
  - Architectural
  - Structural
  - Mechanical
  - Electrical
  - Civil
  - Surveying
  - Geotechnical
  - Building Restoration

The second stage involves a future request for fees (Request for Proposal) to be sent to selected consultants on a Consultant VOR lists for specific projects or assignments.

*The University reserves the right to limit the number of consultants on a VOR list that may be asked to respond to an RFP based on the requirements of the project or assignment and based on the firm’s primary focus of project types but to not less than three (3) consultants on a VOR list for each discipline.*

*In instances where the expected total fee for consulting services for a project is to be under $25,000, single/sole sourcing of a consultant may occur.*

Where a project requires the involvement and services of several disciplines, an RFP would be issued to multi-discipline firms and Architectural consultants. Architectural consultants would be expected to solicit fees from other discipline consultants that are on the pertinent established VOR lists.
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The successful proponent based on evaluations of an RFP process for a specific project would be offered a contract of consulting services for that specific project.

1.2. BACKGROUND
The Design, Engineering and Construction (DEC) Department of the Physical Resources Directorate undertakes a large number of projects each year. These projects vary in scope and value. The majority of these projects whether deferred maintenance work or renovations, both small and large or major capital work, require the assistance of experienced consultants licensed to practice in Ontario in completing the project.

DEC may also require specific consulting services for extra-ordinary assignments or preliminary investigations or design work.

In order to assist the University in completing projects and other assignments, it has been determined that it would be advantageous to all parties concerned to prequalify experienced and licensed consultants for these projects and assignments.

1.3. EXPECTATIONS

Being on the VOR list does not guarantee a consultant the right to participate in a specific project RFP or the right to any contract for the supply of services.

By responding to this RFSQ, Proponents agree and acknowledge the right of the University to make selections for the consultant VOR lists based on the evaluation criteria outlined in this RFSQ and to limit the number of consultants to which an RFP may be issued.

Regardless of the scope of the project, the University will expect full consulting services as outlined in the attached “draft” agreements for services from any consultant for any work or assignment awarded.

1.4. PROJECT DESCRIPTION

Projects or assignments will vary in scope and value. Generally, the projects will involve the renovations of existing spaces with a total project value of up to $2,000,000. Assignment will vary in project value from $0 to $100,000.

1.5. GENERAL MANDATE

The successful proponents will be expected to provide a high quality project specific to the needs of the University. The successful proponents will be expected to provide the University with all principal design services along with any related ancillary support, contract administration required for a complete “turn-key” conversion and hand over to Physical Resources.
1.5.1. **Design Standards**

**General**

The University of Guelph, Physical Resources, has prepared the Design Standards with the intention to provide assistance during the planning, design and construction of all University facilities. These standards serve to consolidate the range of institutional knowledge retained by the Physical Resources Department Staff.

The Design Standards have been developed to establish the University’s minimum expectations and requirements for Renovations and new Construction on campus. The Standards are based on current Codes and Standards, Industry Best Practices and the University’s preferred approach to standardizing design.

These standards are to be applied in the design of all projects, by both the University’s internal design group and external consultants. The design team is required to read, understand and comply with the full Design Standards as they apply to the project.

The Design Standard includes the minimum building requirements which the University has recognized as necessary on all projects. These standards assure uniformity, system or component quality, compatibility, ease of maintenance and operational efficiency.

The current version of Design Standard can be found at https://www.pr.uoguelph.ca/sites/uoguelph.ca.pr/files/public/imported/Design_Standards_January _2015.pdf

**Compliance Criteria**

Full compliance to the Design Standard is mandatory on projects involving any new construction. Full compliance to the Design Standard is mandatory for new installation within projects involving significant renovations. Compliance is recommended to the extent practical and feasible for all projects involving minor renovations and rework of existing building architectural elements. Any deviations from the minimum requirements outlined in the Design Standard must be approved by the DEC Project Manager and the DEC Discipline Manager before the completion of Schematic Design.

**Responsibility of the Designer / Design Team**

The Designer / Design Team remain responsible for ensuring any proposed design solution is in full compliance with applicable codes & standards in force at the time of the design. Any conflict between applicable codes & standards and the Design Standard shall be identified and presented to the DEC Project Manager together with proposed measures for addressing the conflict before completing the Schematic Design.

**Design Innovation**

The Design Standard is not intended to preclude or constrain an innovative approach to design. It however remains the responsibility of the Designer / Design Team to demonstrate that any proposed
design innovations are in general compliance with the design intent outlined in the Design Standard. All proposed design innovation shall be tabled for consideration to the DEC Project Manager before the completion of Schematic Design.

1.5.2. Standards Documents

The successful proponents will be expected to review and edit as required for the project, the University’s standard tender documents. Further the successful proponents will be expected to prepare drawings and specifications that conform to the University’s standard specifications.

1.6. Project Authority

The University’s project authority for any proposed project or assignment is the Physical Resources Directorate. Physical Resources through DEC will assign a project manager for any given project who will be the University contact for any successful Proponent.

1.7. Anticipated Schedule

RFSQ Issued – December 04, 2017
RFSQ Submission Deadline – January 12, 2018
Evaluation of Submissions – February 02, 2018
Issue final VOR Lists – February 14, 2018

1.8. Cancellation or Termination of the RFSQ

The University reserves the right to cancel or terminate this RFSQ process for the proposed services at any time. The University shall not be liable for any costs incurred by the Proponents in the preparation of their responses to this Request, and is not responsible for any liabilities, losses, or damages incurred, sustained or suffered by any interested party due to a cancellation or termination.

1.8.1. Termination of Consideration in the RFSQ Process

The University reserves the right to not prequalify firms with whom the University is or may be in arbitration or in litigation.

If arbitration or litigation is commenced by or against a Proponent after prequalification for another project or at any time up to award of a contract, the Proponent may at the University’s discretion, be declared ineligible to be awarded a contract and removed from consideration. If removal occurs during receipt of or evaluation of any proposals, the Proponent will be declared as ineligible and any proposal returned to the Proponent and not considered.

The University reserves the right to object to the use of a proposed sub-consultant with whom the University is or may be in arbitration or in litigation and require the Proponent to propose another sub-consultant. Proponents are expected to verify the status of any sub-consultant that they may wish to engage as a part of their team.
1.9. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The *University* is committed to fostering, creating and maintaining an accessible environment for all individuals under the Accessibility for Ontarians with Disabilities Act (AODA).

Each Proponent agrees to:

(a) comply with the accessibility standards established under the AODA by the Ontario Government and adhere to the *University*'s policies and procedures in regards to accessibility as well as to ensure all of its subcontractors similarly do the same;
(b) ensure that training on the requirements of the accessibility standards are provided to those of its employees who will be working with the public (students, staff, faculty, visitors or other third parties) at, or on behalf of, the *University* and who participate in developing the proponent's policies, practices or procedures;
(c) keep records of such training; and
(d) provide such records when required by the *University*.

For proponent(s) who will be working with the public (students, staff, faculty, visitors or other third parties) at, or on behalf of, the *University*, the *University* will require the successful proponent(s), upon Notice of Award, to provide to the *University* with a signed AODA Supplier Compliance Form prior to commencing any work for the *University*.

The AODA Supplier Compliance Form is available at:

https://www.uoguelph.ca/finance/sites/uoguelph.ca.finance/files/FF020.0503%20AODA%20Supplier%20Compliance%20Form.pdf

1.10. **HUMAN RIGHTS AND SEXUAL AND GENDER HARASSMENT POLICIES**

Proponents agree to be governed by the provisions of the Ontario Human Rights Code. In furtherance of the commitment, the Proponents agree to comply with the provisions of the *University*'s Human Rights Policy and Procedures. The Proponents also agree to comply with any successor policies and procedures to the document that the Owner’s Board of Governors may approve. Proponents shall refer to www.uoguelph.ca/hre/hr.shtml for more information.

1.11. **VENDOR PERFORMANCE EVALUATIONS**

Any consultant selected to the VOR list will be subject to an evaluation process for their services. The evaluation process is expected to assist both the *University* and the consultant in improving the delivery of services and improve consultant performance. The results of any evaluation may affect future involvement by the consultant in any additional RFP or work at the *University*.

At the completion of a project, the *University* will meet with the Vendor to review the evaluation.
2. DEFINITIONS

Conflict of Interest - means a potential, apparent or actual conflict where the Proponents’ financial or other personal interest, whether direct or indirect, conflicts or appears to conflict with the Proponents’ responsibilities to the University, or with the Proponents’ participation in any recommendation or decision within the University or may influence the objective exercise of her/her official duties as a professional or an employee.

Contractor – means the person or legal entity who would be the entity named in CCDC 2 Stipulated Price contract to undertake the construction of the project work.

Consultant – means the architectural, engineering or other firm who has an Architect or an Engineer or another professional licensed to practice in Ontario on staff.

Proponent – means the legal entity submitting a response to this Request for Supplier Qualification and who would be the entity named in any U of G Client / Architect or Client / Engineer agreement to undertake the design and construction of the works.

Total Project Value – means all costs for the project including all construction costs and all expected soft costs including all applicable consulting and project management fees, permits, internal costs but excludes HST.

University – means the University of Guelph

3. INSTRUCTIONS TO PROONENTS

3.1. SUBMISSION REQUIREMENTS

Proponents shall prepare and submit their Submission in two (2) parts. Each part is to be submitted at the same time as required herein.

PART I

Proponents are required to submit the following information for Part I of their submission.

3.1.1. OVERVIEW
(Maximum of two (2) 8 ½” x 11” pages, one sided)

Provide:
1. A narrative demonstrating the firm’s understanding of the full scope of services
2. A signed confirmation of the Proponent Firm’s services responding to the required skills and services.

3.1.2. ORGANIZATION AND EXPERIENCE
(Maximum of ten (10) 8 ½” x 11” pages, double sided – excluding resumes which may be appended)

Provide:
1. Description of your firm and the type of services offered. Include by building category as defined by the OBC, statements indicating the primary focus of the building type or service offered by the firm.
2. Company background and brief history
3. Ownership
4. Number of years in business
5. Financial statements covering the last three (3) fiscal periods of the firm
6. Organization and management structure
7. Copy of license to practice in Ontario – to be submitted under Part II, Article 3.1.4
8. Names and resumes of the key personnel to be assigned

Provide a table of no less than ten (10) current or completed and comparable small scale projects undertaken with the University of Guelph or other universities, involving the provision of relevant, similar services. Include in the table at least the following information:
1. Project Name – including the University’s location
2. Project Description and Scope of Services
3. Project Construction Value
4. Completion Date
5. Client Name
6. Client Reference information to include contact name, title, e-mail address and phone number.
   Selected references may be checked. Project Team members – names of the firms, the key personnel and respective roles

Providing less than the minimum number of projects requested above will be cause to rule the entire submission as non-compliant. Non-compliant submissions will not be evaluated further.

3.1.3. **QUALITY CONTROL**
(Maximum of three (3) 8 ½” x 11” pages, one sided)

Provide:
1. Evidence of any formal corporate Quality Management System
2. Describe the procedures which address scope control, budget control and schedule control.
3. Describe the procedures that are used to monitor client satisfaction, and to evidence satisfaction of the performance obligations of your Quality Management System.
4. Indicate the methodologies the Proponent will employ to obtain quality assurance and quality control in the delivery of services by the Proponent, sub-consultants, and any subsequent contractors.

Create and organize your Part 1 submission into the following individual files (note the required file types):

- **Overview (File Type: PDF (.pdf)) - Required**
- **Organization and Experience (File Type: PDF (.pdf)) – Required**
- **Quality Control (File Type: PDF (.pdf)) – Required**

Please note that only ONE (1) file can be uploaded for each Requested Document above. If you upload more than one file into the same slot, the previous file will be overwritten.

The maximum size of a document must not exceed 100MB. Any document exceeding this limit will not be accepted.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.
PART II

All documents requested in this Part of the Submission are required documents. Part II of each submission will be reviewed first by the Project Manager / Lead (or designate) for completeness. If any document requested under the Submission Requirements in Part II is missing or not in conformance with requirements, the entire submission will be ruled as non-compliant. Non-compliant submissions will not be evaluated further.

3.1.4. LICENSE TO PRACTICE
A current and valid license or certificate to practice in the Province of Ontario is required. Submit a clear copy of the firm’s license or certificate to practice.

3.1.5. INSURANCES
A signed, valid, “Certification of Insurance” on a standard form provided by a nationally recognized insurance company is required. The certificate must include professional liability insurance of not less than $1,000,000 per claim or occurrence, $2,000,000 in the aggregate for claims on a project and $4,000,000 in the aggregate, general liability insurance of not less than $2,000,000 per occurrence, and owned automobile insurance of not less than $2,000,000.

Please be aware that the University will expect to be named as “additionally insured” to the Proponent’s insurance, should the Proponent be awarded a contract.

The University will accept a Proponent’s required certificate documents for existing insurance coverage should the Proponent not currently have the required coverage, with a written caveat, to accompany the required certificates that required insurance coverage would be increased to the University’s requirements upon award of a contract.

3.1.6. WORKPLACE SAFETY
Consistent with the University’s efforts to weave health and safety into our programs and services, the Proponent shall provide evidence of registration and good standing with the Workplace Safety and Insurance Board (WSIB)

3.1.7. AUTHORIZATION TO OBTAIN FINANCIAL INFORMATION AND PROVIDE REFERENCE CHECKS
Each Proponent shall include a signed letter from the Proponent authorizing the University to obtain financial information and conduct reference checks on the Proponent as the University may require.

3.1.8. REFERENCE LETTERS
Each Proponent shall include written reference letters from three (3) separate clients or consultants with whom the Proponent has had direct project experience related to the proposed services. Selected references may be checked. Client Reference information to include contact name, title, e-mail address and project reference should be provided.

3.1.9. ADDITIONAL REQUIRED SUBMISSION FORMS

3.1.9.1. DECLARATION OF CONFLICT OF INTEREST
Include a completed Declaration of Conflict of Interest, found in Appendix A.
3.1.9.2. CONFIRMATION OF TERMS AND CONDITIONS
Include a completed Confirmation of Terms and Conditions (Appendix B) to acknowledge review, understanding and acceptance thereof.

Organize your Part 2 submission into the following individual files (note the required file types):

- License to Practice – copy and scan your original (File Type: PDF (.pdf)) - Required
- Insurance – copy and scan your original (File Type: PDF (.pdf)) - Required
- Workplace Safety / WSIB – copy and scan your original (File Type: PDF (.pdf)) – Required
- Authorization to Obtain Financials – copy and scan your original (File Type: PDF (.pdf)) - Required
- Reference Letters – copy and scan your original (File Type: PDF (.pdf)) - Required
- Conflict of Interest – copy our original, complete, sign and scan (File Type: PDF (.pdf)) - Required
- Terms and Conditions – copy our original, complete, sign and scan (File Type: PDF (.pdf)) – Required

Please note that only ONE (1) file can be uploaded for each Requested Document above. If you upload more than one file into the same slot, the previous file will be overwritten.

The maximum size of a document must not exceed 100MB. Any document exceeding this limit will not be accepted.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

4. SUBMISSION REQUIREMENTS

4.1. GENERAL
The University has requested a two part submission. The first part will include general information for evaluation of the Proponent by a Selection Committee. The second part must include specific mandatory documentation and required forms.

The requirements for the Submission are outlined in Section 3.

The evaluation process is outlined in Section 5.

The University reserves the right to not prequalify firms with whom the University is or may be in arbitration or in litigation. If arbitration or litigation is commenced by or against a Proponent after prequalification for another project or at any time up to award of a contract, the Proponent shall be declared ineligible to be awarded a contract and removed from consideration.

If removal occurs during receipt of or evaluation of any proposals, the Proponent will be declared as ineligible and any proposal will not be considered.
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The University may, for reasonable cause such as current involvement in litigation or arbitration or previous poor performance, at any time prior to completion of evaluation of a submission, object to the use of a proposed sub-consultant and require the Proponent to propose another sub-consultant. Proponents are expected to verify the status of any sub-consultant that they may wish to engage as a part of their team.

Proponents are to prepare and submit their Proposals electronically through Bonfire at https://uoguelph.bonfirehub.ca/opportunities/private/e5c47b34a0d1340c4e06cccf98bc20d3

4.2. SUBMISSION DEADLINE

Submissions shall be submitted before:

Noon on January 12, 2018

via Bonfire.

The Closing Time shall be determined by the Bonfire system. Submissions which arrive after the deadline will not be accepted and will not be considered. It is recommended that Proponents allow at least one hour before the submission deadline to begin the uploading process and to finalize your submission.

Emailed submissions will not be accepted.

The Proposal shall be signed by a duly authorized official(s) of the entity submitting a Proposal. Signatures on behalf of a non-incorporated entity or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal shall be affixed to the Proposal adjacent to the authorized signature.

All erasures or other changes shall be initialed by an authorized person.

Proposals shall be completed in ink or in a typed format.

4.3. MODIFICATION OR WITHDRAWAL OF SUBMISSION

A Submission that is in the possession of The University may be withdrawn or altered by letter or facsimile transmission bearing the signature and name of the person authorized for submitting, provided it is received prior to the submission deadline. A modification to the Submission should indicate the addition, subtraction or other changes in the Submission. All such requests will be verified by The University by telephone to the official of the company whose signature or name appears on the correspondence. Where modifications or withdrawals are made by facsimile, the Proponent shall submit the original revision/withdrawal statement within 48 hours of close of submission.
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4.4. QUESTIONS AND CLARIFICATIONS

Direct all inquiries in writing, by e-mail, to

The University of Guelph, Physical Resources
Design, Engineering and Construction

Attention: John W. Vanos
Manager, Project Management
e-mail: jvanos@pr.uoguelph.ca

before Noon on December 20, 2017

No clarification requests will be accepted by telephone.

Any and all changes to the RFSQ required before the submission closing will be issued in the form of a written Addendum. Addenda issued during the open period shall become part of the RFSQ. If Addenda are issued, the Proponents must acknowledge their receipt on Appendix C. Failure to acknowledge the addenda issued will result in the submission being declared as non-compliant. The University will assume no responsibility for oral instructions or suggestions.

Responses to questions or concerns or errata will be issued by addendum which will be posted to MERX.

4.5. RFSQ TERMS AND CONDITIONS

This is a Request for Supplier Qualifications (RFSQ) and not a call for bids. Accordingly, participation in this process shall not give rise to any liability, contractual or otherwise, on the part of The University. Similarly, a Submission shall not create any obligation on the part of a proponent to enter into an Agreement.

Submissions sent or received later than the specified closing date or time will not be accepted by Bonfire or by the University.

The University shall not be liable for any costs incurred by Proponents in the preparation of their Submission responses to this request or subsequent interviews. Furthermore, The University shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by The University of any Submission, or by reason of any delay in the acceptance of the response.

The University reserves the right to modify any and all requirements stated in the Request for Supplier Qualification by an addendum at any time prior to the deadline for submissions.

The University reserves the right to accept or reject any or all Submissions following the criteria outlined in this RFSQ, and to request and obtain further information not adequately addressed in their initial Submissions or written clarification to address specific requirements from Proponents at any time.

Procurements resulting from this RFSQ will be subject to the Canadian Free Trade Agreement (CFTA), Ontario-Quebec Trade and Co-operation Agreement (OQTCA), Canada-Europe Union Comprehensive Economic and
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Trade Agreement (CETA) and World Trade Organization Agreement on Government Procurement (WTO-GPA).

The *University* reserves the right to not prequalify firms with whom the University is or may be in litigation. If litigation is commenced by or against a Proponent after prequalification for another project or at any time up to award of a contract, the Proponent shall be declared ineligible to be awarded a contract and removed from consideration.

The Proponent acknowledges that the *University* is an educational institution to which the Freedom of Information and Protection of Privacy Act (Ontario) (FIPPA) applies and agrees to cooperate with the *University* from time to time with respect to the *University’s* compliance with that statute and any regulations passed thereunder.

4.6. **CONFIDENTIALITY**

A Proponent receiving this RFSQ may not use, disclose, or duplicate it for any purpose other than to prepare a response.

The Proponent shall keep the *University’s* data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the *University*. Receipt of this RFSQ does not entitle the Proponent to associate its services with the *University* in any way, nor represents in any way that the *University* has employed or endorsed the Proponent’s services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of The *University*.

The *University* will not disclose or share one Proponent's response to this RFSQ with other Proponents or other organizations until after award of a contract for services.

A Submission indicates acceptance by the Proponent of all of the conditions contained in this Request for Supplier Qualification unless clearly and specifically noted in the Submission submitted and confirmed in the formal contract between the *University* and the Proponent. Deviations from the Request for Supplier Qualification must be clearly identified in the written submission.

All correspondence, documentation and information provided to staff of the *University* by any Proponent in connection with, or arising out of this RFSQ, and the submission will become the property of the *University*. The Proponent’s name shall be made public upon request.

The Proponent acknowledges that the *University* is an educational institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies, and agrees to cooperate with the *University* from time to time with respect to the *University’s* compliance with that statute and any regulations passed thereunder. Any confidential information supplied to the University may be disclosed by the University where it is obliged to do so under FIPPA and/or PHIPPA, by an order of a court or tribunal, or otherwise required by law.

Proponents are advised to identify in their Submission any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any such information in the Proponents’ Submission that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent’s Submission to this RFSQ.
4.7. **Conflict of Interest**

The Proponent agrees to be bound by the following requirements.

Except as identified elsewhere in the Submission, the Proponent must complete the “Declaration of Conflict of Interest” form, located in Appendix A, certifying that:

1. That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this Submission or in the proposed Agreement.
2. That there is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this Project.
3. That the Proponent has no knowledge of the contents of other Submissions and has made no comparison of figures, agreements, arrangements, expressed or implied, with any other party in connection with the making of the Submission.

Neither the Proponent nor members of his/her immediate family or any employee of the Proponent shall have any direct or indirect interest in any other entity that provides goods or services to the Project. Proponents shall immediately disclose any potential conflict of interest should it arise before, during or after this RFSQ and/or any award of contract.

Neither the Proponent nor members of his/her immediate family or any employee of the Proponent shall offer or receive any reimbursement from or to any employee of The University, from or to any vendor, consultant or contractor employed by The University except as token gifts in accordance with University policy governing this matter.

4.8. **Acceptance of Conditions**

A Submission by the Proponent indicates acceptance of all of the conditions contained in the RFSQ unless clearly and specifically noted in the Submission and confirmed in the formal agreement between the University and the Proponent. Any deviation from the RFSQ must be clearly identified in the written submission.

The Proponent is expected to complete the Confirmation of Terms and Conditions found in Appendix B.

5. **Submission Evaluation**

5.1. **Selection Process**

Upon receipt of all submissions submitted by the specified deadline, the Manager, Project Management will review each submission for completeness. *Any submission deemed as incomplete will be cause to rule the entire submission as non-compliant. Non-compliant submissions will not be evaluated further.*

Each part of the compliant submission will be reviewed and evaluated separately.

Part II of each submission will be reviewed first by the Manager, Project Management for completeness and compliance. If any document requested under the Submission Requirements in Part II is missing or not in conformance with requirements, the entire Submission will be ruled as non-compliant. Non-compliant submissions will not be evaluated further.
Part I of submissions deemed to be compliant will be forwarded to a Selection / Evaluation Committee for review and evaluation.

An evaluation team of at least three (3) individuals will evaluate Part 1 of submissions deemed to be compliant. Each member of the evaluation team will score the RFSQ Submissions separately using a point system for each of the criteria. All categories will be scored on a 1 / 5 / 10 basis following scoring criteria: 1 for dominantly below average (clearly shows a differential), 5 for about average (insufficient information to make a clear decision) and 10 for above average (clearly shows a differential). The scores for each Proponent, from each of the evaluators, will be averaged. This value will be multiplied by the weight assigned to determine a final score. The weightings for evaluating each criterion are listed below.

By responding to this RFSQ Proponents agree and acknowledge that The University has the sole right of decision as to award of an agreement, or not, in this matter, following the evaluation based on criteria as proposed in this RFSQ.

This information is provided for general guidance only. The Submission evaluation will include the following criteria, as outlined in no particular order on the following chart:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Score (1/5/10)</th>
<th>Points</th>
<th>Justification/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overview</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Team Qualifications</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Control</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>References</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Up to five (5) of the references provided by each Proponent may be contacted by the Manager, Project Management.

The Reference will be asked to provide an evaluation of your association and experience with them. The evaluations will be in a table with specific criteria listed and each item will be scored on a 1 / 5 / 10 basis following scoring criteria: 1 for dominantly below average (clearly shows a differential), 5 for about average (insufficient information to make a clear decision) and 10 for above average (clearly shows a differential). The criteria will include aspects of design, documentation, responses and communications, control and co-ordination, close-out, key personnel, overall quality of work and service provided and a question – Would you work with them again?
REQUEST FOR SUPPLIER QUALIFICATION

Consultant Prequalification 2018

The total points from the best three (3) of the five (5) reference checks will be averaged (over the three) and a score assigned which will then be used in the RFSQ Evaluation Score Sheet. Averaged points will be scored on a scale of 1 to 10 – as determined by the following formula – total point score from Reference / maximum point score available * 10. Please be aware that references which are not returned will be scored at zero. The University will not follow-up on requests sent out.

5.2. VENDOR-OF-RECORD LISTS

Selection of the Proponents (award) considered as pre-qualified and to be added to our Consultant VOR lists for any future proposed project will be based on the Proponent achieving a final averaged score of not less than 105 (75%) out of the total possible score of 140.

Only the consultants on a Vendor-of-Record list will receive further requests for the procurement of services (RFP).

The University reserves the right to limit the number of consultants on a VOR list that may be asked to respond to an RFP based on the requirements of the project or an assignment and based on the firm’s primary focus of project types but not less than three (3) consultants on a VOR list for each discipline.

In instances where the expected total fee for consulting services for a project is to be under $25,000, single/sole sourcing of a consultant may occur.

Any consultant selected to the VOR list will be subject to an evaluation process for their services. The evaluation process is expected to assist both the University and the consultant in improving the delivery of services and improve consultant performance. The results of any evaluation may affect future involvement by the consultant in any additional RFP or work at the University.

At the completion of a project, the University will meet with the Vender to review the evaluation.

5.3. DISPUTES

In the event of a dispute arising in connection with this process including, without limitation, a dispute concerning the existence of the "bid contract" or a breach of the "bid contract", or a dispute as to whether the bid of any proponent was submitted on time or whether a submission is compliant, the University may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the University refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the University. Unless the University shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.

In the event the University refers a dispute to binding arbitration, the University may give notice of the dispute to one or more of the other proponents who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

In the event the University refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.
5.4. DEBRIEFING

Each Proponent who submits a response to this Request for Supplier Qualification is entitled to a debriefing process.

In the event a Proponent wishes to obtain information on their submission relative to this call for prequalification, the Proponent must make such a request, in writing, to the University within sixty (60) days after award is made.

The debriefing process will occur only after the VOR lists have been set.

The debriefing process will cover the only information relative to the Proponents submission.

The debriefing process will not address any issues, questions or concerns regarding the submission of any other Proponents.
APPENDICES
Appendix A  DECLARATION OF CONFLICT OF INTEREST

REQUEST FOR SUPPLIER QUALIFICATION
Project Number: Consultant Prequalification 2018

Conflict of Interest - means a potential, apparent or actual conflict where Proponents’ financial or other personal interest, whether direct or indirect, conflicts or appears to conflict with the Proponents’ responsibilities to the University, or with the Proponents’ participation in any recommendation or decision within the University or may influence the objective exercise of her/her official duties as a professional or an employee.

☐ NO CONFLICT OF INTEREST as defined and as per Section 4.7 of RFSQ
☐ CONFLICT OF INTEREST (Explain Below)

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(attach additional pages as required to fully explain)

I declare that the information given above is true to the best of my knowledge and belief.

Company Name: ..............................................................................................................................................................

Date: ................................................................................................................................................................................

Authorized Signature .......................................................................................................................................................

Name: ..............................................................................................................................................................................

Title: ..............................................................................................................................................................................

SUBMIT WITH SUBMISSION
REQUEST FOR SUPPLIER QUALIFICATION
Consultant Prequalification 2018

Appendix B CONFIRMATION OF TERMS AND CONDITIONS

REQUEST FOR SUPPLIER QUALIFICATION
Project Number: Consultant Prequalification 2018

I/we have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I hereby acknowledge that I have read, understand and agree to the Agreement Terms and Conditions as listed.

Unless expressly indicated otherwise in the Submission, or unless otherwise agrees by the University, all the terms and conditions of this Request for Supplier Qualification are accepted by the Proponent and incorporated in its Submission that will later form part of the Agreement between the University and the Proponent.

I/we herein expressly waive any right of action against the University, its employees, agents, or assigns, arising out of or in connection with its participation in this Request for Supplier Qualification process.

I/we agree that this Submission in its entirety be irrevocable for ninety (90) days from the date of submission of the Submission to the University.

I/we herein acknowledge Addenda #_______ to # _______ inclusive as issued for this RFSQ.

Firm Name: _______________________________________________________________
(Proponent’s full legal name)

Signature of Signing Officer:

_______________________________________________________________
(I have the authority to bind the Corporation)

Print Name: _____________________________________________________
Title: ___________________________________________________________
Address: ________________________________________________________
Postal Code: _____________________________________________________
Date: ___________________________________________________________
Phone # (_____)__________________________________________________
Fax # (_____)____________________________________________________
E-Mail Address: ___________________________________________________

SUBMIT WITH SUBMISSION
Appendix C DRAFT FORMS OF AGREEMENT

Client / Architect Agreement – Short Form - template

Contract Order and Service Provider Agreement - template
Standard Short Form of Contract for Architect’s Services

ADAPTED FOR

[Insert Project Name]
[Insert Project Number]
Table of Contents

Agreement
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Architect A3
Project A4
Construction Budget A5
Construction Contract A6
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Professional Services A8
Client Responsibilities A9
Consultants A10
Fees and Reimbursable Expenses A11 - A16
Language A17
Notice A18
Dispute Resolution A19
Other Terms of Contract A20
Signing page

Definitions (included by reference only) D1 - D2

General Conditions (included by reference only)
Client’s Responsibilities GC1
Architect’s Responsibilities GC2
Construction Budget and Construction Costs GC3
Certificate for Payment GC4
Copyright and Use of Documents GC5
Project Identification GC6
Liability of the Architect GC7
Suspension and Termination of Services GC8
Law Governing this Contract GC9
Successors and Assigns GC10
Extent of Contract GC11
Payments to the Architect GC12
Severability GC13

Supplementary Conditions – January 2015

Schedules
Schedule A – Architect’s Services and Client’s Responsibilities for Short Form
AGREEMENT

This contract made as of the ___________ day of the ___________ month in the year of ___________

[Insert date of letter of intent]

Between the Client: The University of Guelph
50 Stone Road East
Guelph, Ontario
N1G 2W1

Telephone No: (519) 824-4120
Telecopy No: (519) 837-0581

and the architect: [Insert firm name, Street address, City, Postal Code and contact numbers]

For the following project: [Describe, with name, project number and brief description]

with the following construction budget: [Insert an amount for the budget]

The anticipated construction contract is: [Describe - CCDC2 lump sum, construction, management, etc.]

This Agreement shall include, by reference only and not bound in, the following additional standard documents:

OAA Standard Form of Contract for Architect’s Services, Document 600, 2008, Definitions – pages D1 and D2
OAA Standard Form of Contract for Architect’s Services, Document 600, 2008, General Conditions – pages GC1 through GC5 inclusive

all of which can be viewed at the offices of or obtained from the Client.

In addition to the architect’s responsibilities as described in the General Conditions, including GC2, the architect shall provide services as described in the following schedule(s) affixed to this contract:

Schedule A – Architect’s Services and Client’s Responsibilities for Short Form

In accordance with the client’s responsibilities as described in the General Conditions, including GC1, the client shall furnish, surveys, reports, services and additional information as described in the following schedule(s) affixed to this contract:

Schedule A – Architect’s Services and Client’s Responsibilities for Short Form
The **architect** shall coordinate the services of the following consultants:

.1 engaged by the **architect**: [List consultants here]

.2 engaged by the **Client**: [List consultants here]

The Client shall pay fees which includes expenses to the **architect** when acceptable invoices are submitted as set forth below:

A11 For the **architect**’s services as outlined in the schedule(s) identified in A7, the fee shall be computed as follows:

**Edit note: define basis of fees: fixed, percentage, or a combination thereof. For a design and construction project (versus a study), define portion of fee payable in each phase – preferred option, such as shown below (example based on a percentage fee contract) – refer to OAA guide for other examples:**

**Fee for F1 services** which includes expenses shall be computed as follows:

___% of the estimated and final construction cost, apportioned as follows:

<table>
<thead>
<tr>
<th>Phase of Services</th>
<th>Percentage Fee</th>
<th>of ___% of the agreed construction budget at the commencement of phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic design</td>
<td>10.5%</td>
<td></td>
</tr>
<tr>
<td>Design development</td>
<td>12.5%</td>
<td></td>
</tr>
<tr>
<td>Construction documents</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td>Bidding or negotiating</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>Construction - contract administration</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Post construction</td>
<td>2%</td>
<td></td>
</tr>
</tbody>
</table>

Once the construction budget has been set or the estimate of construction cost for each phase has been agreed to by the Client and the **architect**, the fee of a specific phase can be determined and invoiced by the **architect**.

Except as noted herein, there will be no retroactive adjustment on account of any differences to the fee for any previous phase once the fee for a specific phase has been set. The fee for Schematic Design, Design Development and Bidding phases will not be adjusted once the fee for a specific phase has been set. **The fee for construction documents phase may be adjusted if the accepted bid price (after consideration of all alternatives and adjustments) is not greater than 3.5% higher than the agreed estimate of construction cost at the commencement of bidding phase or the final bid price, whichever is lower. The fees for construction and post construction phases will be adjusted based on the actual construction costs and the adjustment is deemed to cover all costs for professional services related to various changes during these phases.**

Fees will be invoiced monthly as the project progresses.

A specific fee for any professional services considered being outside the basic services as outlined in the schedule(s) identified in A7 and relating to changes in the scope of the work or to the scope of services shall be as agreed upon prior to the commencement of services for the proposed change.

**Fee for additional services (F2 services)** may only be incurred with the prior written approval of the Client. Any such fee must include expenses as identified in A12. No work is to be performed by the architect without approval of the Client.
If a specific fee for a change to the scope of services or the work is not agreed upon prior to the performance of the services in respect of the change, the fee which includes expenses shall be at an hourly rate of:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>$____________</td>
</tr>
<tr>
<td>Senior staff</td>
<td>$____________</td>
</tr>
<tr>
<td>Intermediate staff</td>
<td>$____________</td>
</tr>
<tr>
<td>Junior staff</td>
<td>$____________</td>
</tr>
<tr>
<td>Clerical</td>
<td>$____________</td>
</tr>
</tbody>
</table>

[Edit Note: define list as required]

No additional fees shall be payable by the Client unless the architect has obtained the prior approval of the client to proceed with the additional services giving rise to the additional fees.

A12 The Fee is to cover all expenses except Reimbursable Expenses as listed in A13. Typical expenses covered in the Fee include but are not limited to:

.1 All transportation and travel costs in connection with the Project includes:
   .1 Travel between the architect’s office and the Client’s office and the Place of the Work; for the purposes of this interpretation, architect shall include the Consultant’s offices.
   .2 Travel between the architect and the Consultants, among the Consultants, or to others is not a reimbursable expense.
   .3 Highway 407/ETR tolls are not reimbursable.
   .4 Automobile travel costs including parking fees are not a reimbursable expense.

.2 All communication and shipping costs, e.g., for long distance telephone calls and facsimile messages, courier service, and postage, for communication between the architect’s and the Consultant’s offices or among the Consultants and for communication with the Client and the Client’s Consultants.

.3 All plotting and reproduction costs for presentation quality plans, sketches, drawings, graphic representations, specifications and other documents whether for the architect’s and the Consultants’ office use or not.

.4 Additional graphic and visual materials for Client’s use including marketing documents, architectural renderings, architectural models, 3D computer modeling and mock-ups.

A13 Reimbursable Expenses payable in addition to the Fee, are limited to the following actual expenditures, supported by receipts or invoices, incurred by the architect, and the Consultants in the interest of include but not limited to:

.1 With the Client’s prior authorization, travel for factory witness testing of equipment. Air, rail and other forms of public travel shall be used only with the Client’s prior approval and shall be the least cost (economy) fares except with Client’s prior approval;

.2 Fees, levies, duties or taxes for permits, licenses, consents or approvals from authorities having jurisdiction which the architect is required to apply for as part of the scope of services;

.3 Overtime services authorized in advance and in writing by the Client to the extent that the cost of such services exceeds the normal direct personnel expenses; applicable only to work other than that initially required by the architect to meet the project schedule and will only be due when it is demonstrably clear in advance of the claim from the architect for the additional funds that increases in project scope and/or difficulty that could not be reasonably foreseen by an expert in the field, or undue delays by the Client, necessitate payment of the overtime premium. For clarity, reimbursement for overtime services is only for the premium due for overtime work under legislation, not the entire cost of the labour. The architect’s application for reimbursement shall demonstrate
that all alternatives to limit costs have been explored (e.g. re-assignment of staff to complete work without overtime, hiring, outsourcing, etc.) and have been exhausted.

An administrative charge of five percent (5%) shall be added to the approved reimbursable expenses payable in addition to the fee as noted in GC12.9.

Note that meals, alcoholic beverages, lodging and accommodation costs are not acceptable reimbursable expenses and are not to be included in the Fee (per Broader Public Sector procurement legislation).

A14 The Client shall pay to the architect, upon execution of this contract, a retaining fee of zero dollars ($0.00). This retaining fee shall be credited against the last invoice and is the minimum payment that the client must pay the architect under this contract.

A15 The Client shall pay the architect upon receipt of acceptable invoices on account of the architect’s fee and reimbursable expenses payable in addition to the fee, together with such value-added taxes as may be applicable. Invoices shall be issued monthly unless otherwise agreed.

A16 An unpaid invoice shall bear interest, calculated monthly at the rate of 2% per annum above the bank rate commencing 30 days after the date that the architect submits an acceptable invoice. “Bank rate” means the bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks. No interest shall be payable on amounts withheld as a result of the Client having received written notice of lien, or a lien having been registered by or through a Consultant.

A17 When this contract or any documents are prepared in both English and French, it is agreed that in the event of any discrepancy between the English and the French version, the English language shall prevail.

A18 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered 5 working days from the date of mailing. The addresses for official notice shall be as stated in A2 and A3. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

A19 Dispute Resolution

1. Should the architect have a dispute with any item under this agreement, architect shall provide written detailed and factual notice of any such item(s) in a timely manner and prior to the provisions of the services.

2. A written response of the findings concerning the item(s) under dispute that were made known by the architect will be provided by the Director, DEC to the architect within 10 working days of receipt of the notice of dispute.

3. Should the architect be dissatisfied with the findings, the architect shall provide, within 5 working days, a written request to enter into negotiations on the matter with the Owner’s Representative.

4. Should negotiations fail within a period of 10 working days, the architect shall provide, within 5 working days, a written request for mediation to be conducted under the requirements of the CCDC – 2 2008 including any pertinent University supplementary conditions and CCDC – 40.
A20 The Client and the architect agree as set forth in the following other terms:

20.1 Commencement of Work

The architect shall commence work within two (2) weeks of award of the Contract by the Client.

20.2 No Partnership or Employer/Employee Relationship

Nothing in this Agreement shall be construed as or shall constitute a partnership or employer/employee relationship between the Client and the architect.

20.3 Consultants

The architect shall preserve and protect the rights of the parties under this Contract with respect to work to be performed by Consultants, and shall:

.1 enter into contracts or written agreements with Consultants to require them to provide full consulting services and to perform their work as provided in this Contract, which is to be made available to the Client upon request;

.2 incorporate the terms and conditions of this Contract into all contracts or written agreements with Consultants; and

.3 be as fully responsible to the Client for the acts and omissions of Consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the architect for the Project.

20.4 Non-Waiver

No condoning, excusing or overlooking by the Client of any default, breach or non-observance by the architect at any time or times in respect of any provision herein contained shall operate as a waiver of the Client’s right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Client herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Client save only an express waiver in writing. Any work completed by the Client required by this Agreement to be done by the architect shall not relieve the architect of their obligation to do that work.

20.5 Time of the Essence

Time is of the essence to every provision of this Agreement. Except for the Client’s right to delay the construction phase as more particularly set out in GC8, extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

20.6 Workplace Safety and Insurance Board (“WSIB”)

The architect acknowledges and agrees that it is responsible for obtaining and maintaining workers’ compensation coverage for its own employees, officers, executives, directors and owners who perform any services for the client under this Agreement. Further the architect agrees to provide the Client with a valid clearance certificate confirming that the architect’s account is in good standing with the WSIB at such intervals as the Client may request. Independent Operator Status under the WSIB Act is not permitted.
20.7 Human Rights and Harassment Policies

The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties agree to comply with the provisions of the Client’s Human Rights Policy and any subsequent related policy or procedures that the Client may approve. The architect shall refer to www.uoguelph.ca/hre/hr.shtml for more information.

20.8 Accessibility for Ontarians with Disabilities Act (AODA)

The parties agree to be governed by the provisions of the Accessibility for Ontarians with Disabilities Act (AODA).

The architect agrees to:

(a) comply with the accessibility standards established under the AODA by the Ontario Government and adhere to the University’s policies and procedures in regards to accessibility as well as to ensure all of its subcontractors similarly do the same;
(b) ensure that training on the requirements of the accessibility standards are provided to those of its employees who will be working with the public (students, staff, faculty, visitors or other third parties) at, or on behalf of, the University and who participate in developing the proponent’s policies, practices or procedures;
(c) keep records of such training;
(d) provide such records when required by the University; and
(e) upon Notice of Award, provide to the University with a signed AODA Supplier Compliance Form prior to commencing any work for the University.

20.9 Other Conditions

1. Words importing the singular shall include the plural and vice versa and words importing gender shall include the masculine, feminine and neuter genders.

2. If any provision of this Contract shall be held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
This contract is entered into as of the day and year first written above.

University of Guelph

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness (es)

(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 (es)

(Signature)

(Name and title of person signing)
DEFINITIONS

ADDITIONAL SERVICES
Additional services are those professional services which are not contemplated at the time of execution of the contract and therefore cannot be identified then as being included in the contract but which with the written consent of the client and architect are subsequently added to, or which adjust, the scheduled scope of services outlined in the schedule(s) listed in this contract.

ARCHITECT
The architect is the entity identified in this contract as such and who is the holder of a Certificate of Practice (C of P) issued by the Ontario Association of Architects.

CONSTRUCTION BUDGET
The construction budget is the client’s combined estimate of the construction cost, construction contingencies and GST, or if there is no client’s combined estimate, an amount agreed to by the client and the architect.

CONSTRUCTION COST
Construction cost is the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the architect, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not.

Where there is no contract price for all or part of the project, the construction cost shall be the estimate of cost of construction as determined by the architect, or as agreed by the architect if a cost consultant is engaged, at market rates at the anticipated time of construction. Construction cost excludes the following:

- the compensation of the architect and the consultants,
- other professional fees which are the responsibility of the client,
- the land cost, and land development charges.

In the event that the client furnishes labour or material below market cost, or recycled materials are used, the construction cost for purposes of establishing the architect’s and consultants’ fees includes the cost of all materials and labour necessary to complete the work as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction.

CONSULTANT
The consultant is a person or an entity engaged by the client or the architect to provide services supplementary to those provided by the architect.

CONSULTANT COORDINATION
Consultant coordination consists of:

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

CONSTRUCTION DOCUMENTS - Construction documents consist of drawings, specifications and other documents appropriate to the size and complexity of the project, to describe the size and character of the entire project including architectural, structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings of the project.

DIRECT PERSONNEL EXPENSE
Direct personnel expense means the salary of the architect’s or the architect’s consultant’s personnel engaged on the project plus the cost of such mandatory and customary contributions and employee benefits as employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

GENERAL REVIEW
General review means review during visits to the place of the work (and where applicable, at locations where building components are fabricated for use at the project site) at intervals appropriate to the stage of the construction that the architect in its professional discretion, considers necessary to become familiar with the progress and quality of the work and to determine that the work is in general conformity with the construction contract documents, and to report, in writing, to the client, contractor and chief building official.

INSTRUMENTS OF SERVICE
Instruments of service are the design, drawings, specifications and reports prepared by or on behalf of the architect or consultant, including but not limited to plans, sketches, drawings, graphic representations and specifications, computer-generated designs and materials.

PLACE OF THE WORK
The place of the work is the designated site or location of the work identified in the construction contract documents.

PROJECT
The project as described in this contract means the total enterprise or endeavour contemplated of which the work may be the whole or a part.

REIMBURSABLE EXPENSES
Reimbursable expenses include, but are not limited to, the following actual expenditures, supported by receipts or invoices, incurred by the architect, and the architect’s consultants in the interest of the project:

1. transportation in connection with the project for authorized travel, e.g. for transportation, lodging and meals;
2. communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
3 reproduction of instruments of service, photographs, and other documents, including plotting of computer-generated drawings;

4 renderings, models, and mock-ups and web-based project management services, specifically requested by the client;

5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;

6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the client in excess of that normally carried by the architect and the architect’s consultants.

SUBSTANTIAL PERFORMANCE OF THE WORK
Substantial performance of the work is as defined in the lien legislation applicable to the place of the work. In the absence of such legislation, it shall mean the date the work is ready for the purpose intended.

TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS
Toxic or hazardous substances or materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

WORK
The work means the total construction and related services required by the construction contract documents.
GENERAL CONDITIONS

GC1 CLIENT’S RESPONSIBILITIES

.1 The client shall provide all information as outlined in the schedule(s) identified in this contract. The architect shall be entitled to rely upon such information. Contracts for the provision of information, whether arranged by the client or the architect, shall be considered direct contracts with the client unless explicitly provided otherwise.

.2 The client shall:

.1 authorize in writing a person to act on the client’s behalf and define that person’s scope of authority with respect to the project when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;

.2 review documents submitted by the architect and give the architect timely decisions for the orderly progress of the architect’s services;

.3 obtain and pay for the building permit and all other permits and development costs;

.4 immediately notify the architect in writing if the client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the construction contract;

.5 engage specialist consultants to provide relevant information about existing conditions of the client’s property, such as, geotechnical, topographical, toxic and hazardous material.

.6 engage consultants identified in article A-9 of this contract under terms and conditions of other contracts that are compatible with this contract;

.7 ensure that all consultants engaged by the client under other contracts carry professional liability insurance coverage,

.8 ensure that the client’s construction budget includes a contingency for cost escalation, design issues in the construction documents and unforeseen circumstances that arise or become apparent during the course of the project.

.3 The client agrees that, should the construction contract include provision that any dispute between the client and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the architect that:

.1 require the client and contractor to notify the architect in writing of any arbitration and of any matters in dispute that affect the architect;

.2 provide that, upon receipt of the notice in GC 1.3.1 above, the architect shall have the option to participate in the arbitration as a party;

.3 provide that, in the event that GC1.3.1 and GC 1.3.2 above are not complied with, the client and contractor agree to not pursue any claim against the architect arising from matters resolved by the arbitration.

GC2 ARCHITECT’S RESPONSIBILITIES

.1 The architect shall provide professional services as outlined in the schedule(s) identified in this contract.

.2 The architect shall maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of direct personnel expense. These records shall be maintained to acceptable accounting standards and made available to the client at mutually convenient times.

GC 3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

.1 Construction Budget and Construction Cost
Neither the architect nor the client has control over the cost of labour, materials or equipment, over the contractor’s methods of determining bid prices, or over competitive bidding, market or negotiating conditions and therefore the architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate of construction cost.

.2 Estimate of Construction Cost
If the construction procurement phase has not commenced within three months after the architect submits the construction documents to the client, the agreed estimate of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the client and the date on which bids or proposals are sought.

.3 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed estimate of construction cost by more than 15%, the client shall provide:

.1 written approval of an increase in the estimate of construction cost, or

.2 authorization for re-bidding or re-negotiating of the proposal, or

.3 co-operation with the architect in revising the project scope or quality as necessary to reduce the construction cost, or

.4 termination of this contract in accordance with GC8 if the project is abandoned.
.4 If the client proceeds under GC3.3.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed estimate of construction cost by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the architect, then the client may require the architect to modify the construction documents or provide other services necessary to reduce the construction cost to within 15% of the latest agreed estimate of construction cost for no additional fee. Such modification of the construction documents to that extent shall be the limit of the architect’s responsibility under GC3.3.3, and having done so, the architect shall be entitled to compensation in accordance with this contract, for all other such services performed, whether or not the construction phase is commenced.

**GC4 CERTIFICATE FOR PAYMENT**

.1 The issuance of a certificate for payment shall constitute a representation by the architect to the client, based on the architect’s general review and on review of the contractor’s schedule of values and application for payment, that the work has progressed to the value indicated; that to the best of the architect’s knowledge, information and belief, the work observed during the course of general review is in general conformity with the contract documents; and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

.1 review and evaluation of the work as it progresses for general conformity as provided in the services outlined in the schedule(s) described in this contract;

.2 the results of any subsequent tests required by or performed under the contract documents;

.3 minor deviations from the contract documents being corrected prior to completion; and

.4 any specific qualifications stated in the certificate for payment.

.2 The issuance of the certificate for payment shall not be a representation that the architect has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the client personally liable for the contractor’s default.

**GC5 COPYRIGHT AND USE OF DOCUMENTS**

.1 Copyright for the architect’s instruments of service belongs to the architect. The architect’s instruments of service shall remain the property of the architect whether the project for which they are made is executed or not, and whether or not the architect has been paid for the services. Their alteration by the client or any other person is prohibited.

.2 Submissions or distribution of the architect’s instruments of service, including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the architect’s reserved rights.

.3 The client may retain copies, including electronic or digital and other reproducible copies, of the architect’s instruments of service for information and reference in connection with the client’s use and occupancy of the project. Copies may only be used for the purposes intended and for a one-time use, on the same site, and for the same project, by this client only and may not be offered for sale or transfer without the express written consent of the architect. Except for reference purposes, the architect’s instruments of service, including all electronic or digital files and information, shall not be used for renovations, additions or alterations to the project or on any other project without a written licence from the architect for the limited or repeat use of the documents.

.4 As a condition precedent to the use of the architect’s instruments of service for the project, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the architect, are required to be paid in full.

.5 The client shall be entitled to keep original models or architectural renderings which the client specifically commissioned and paid for.

**GC6 PROJECT IDENTIFICATION**

.1 The architect shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.

.2 The architect shall be entitled to include as part of the contract documents a provision to erect a sign identifying the architect and the architect’s consultants on the project site.

In some instances the client may also be represented on the sign. Graphics on the construction sign may also include a reproduction of a rendering of the project.

**GC7 LIABILITY OF THE ARCHITECT**

.1 The architect carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the client at all times, upon request.

.2 The client agrees that any and all claims, whether in contract or tort, which the client has or hereafter may have against the architect in any way arising out of or related to the architect’s duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the architect for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the client wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the architect shall cooperate with the client to obtain such increased or special insurance at the client’s expense.
The architect shall be entitled to rely upon product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

The architect shall not:

1. be required to make exhaustive or continuous on-site reviews;
2. be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the work, or for failure of any of them to carry out the work in accordance with the contract documents;
3. have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work, and
4. be responsible for any and all matters arising from toxic or hazardous substances or materials.

The client acknowledges that either the architect or the client may engage consultants on behalf of and for the benefit and convenience of the client, and agrees that the architect shall not be liable to the client, in contract or in tort, for the acts, omissions or errors of such consultants whether retained by the architect or the client. Nothing in this clause shall derogate from the architect’s duty of coordination.

The client shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the architect arising out of acts, omissions or errors of such person pursuant to this contract.

The client agrees that the architect shall not be responsible for any and all matters arising from the suspension of services.

The rights of the architect given by GC8.3 are in addition to and not in substitution for any other rights the architect may have under this contract or otherwise for non-payment of the architect’s invoices by the client.

In the event of a suspension of services, the architect shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the architect shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the architect shall be entitled to payment, within thirty days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC8.6 and for all expenses for recommencement of services. The architect’s fees for the remaining services and time schedules shall be adjusted accordingly.

Suspension expenses include expenses directly attributable to suspension of the project for which the architect is not otherwise compensated, including costs attributed to suspending the architect’s contractual and employee commitments.

The client agrees that the architect shall not be responsible in contract or in tort for any changes made to the architect’s design or the construction documents without the architect’s knowledge and approval.

**GC8 SUSPENSION AND TERMINATION**

**SUSPENSION**

1. If the client lacks the financial ability or authority to proceed, the client may give seven days written notice to the architect that the client elects to suspend the architect’s services.
2. If any invoice submitted by the architect remains unpaid by the client for forty-five days or more from the date the invoice was submitted, then the architect may give seven days written notice to the client that the architect will suspend services.
3. The architect may suspend services on the project:
   1. if within seven days of delivery of the notice in GC8.2, the client has not paid the architect’s invoice, or the architect and the client have not agreed in writing on terms for payment of the invoice, or
   2. if construction of the work proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the architect becomes aware of an action taken by the client which violates applicable building codes or regulations, then,
4. In either of these events the client shall not have any claim whatsoever against the architect for any loss, cost, damage, or expense incurred or anticipated to be incurred by the client as a result of the suspended services.
5. The rights of the architect given by GC8.3 are in addition to and not in substitution for any other rights the architect may have under this contract or otherwise for non-payment of the architect’s invoices by the client.
6. In the event of a suspension of services, the architect shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the architect shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the architect shall be entitled to payment, within thirty days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC8.6 and for all expenses for recommencement of services. The architect’s fees for the remaining services and time schedules shall be adjusted accordingly.
7. Suspension expenses include expenses directly attributable to suspension of the project for which the architect is not otherwise compensated, including costs attributed to suspending the architect’s contractual and employee commitments.

**TERMINATION**

8. If the project results in construction, this contract is terminated on the earliest of:
   1. the date of receipt of letter of termination from the client, or
   2. seven days from the abandonment of the project; or
   3. one year from the date of certification of substantial performance of the work; or
   4. one year from the date of total completion.
9. This contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
10. This contract may be terminated by the client upon at least seven days written notice to the architect in the event that the project is abandoned.
11. If the project is suspended or abandoned in whole or in part for more than a total of sixty days, it shall be deemed to be abandoned and treated in accordance with article 8.9.
.12 In the event of termination, the architect shall be paid, within thirty days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC8.13.

.13 Termination expenses are expenses directly attributable to abandonment of the project or termination of this contract for which the architect is not otherwise compensated, and in addition, an amount for anticipated loss of earnings computed as a percentage of the total fee earned to the time of termination for the architect’s services and additional services, as follows;

.1 twenty percent if termination occurs during the schematic design phase; or
.2 ten percent if termination occurs during the design development phase; or
.3 five percent if termination occurs during a phase subsequent to the design development phase.

GC9 LAW GOVERNING THIS CONTRACT
.1 This contract shall be governed by the law of the Province of Ontario.

GC10 SUCCESSORS AND ASSIGNS
.1 The client and the architect respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the client nor the architect shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

.2 The contract documents are for the purpose of construction of the project contemplated by this contract and shall not be used by the client for any other purpose.

GC11 EXTENT OF CONTRACT
.1 This contract represents the entire and integrated contract between the client and the architect and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the client and the architect.

GC12 PAYMENTS TO THE ARCHITECT

FEES
.1 An invoice submitted by the architect under this contract is due and payable when submitted to the client. Payments for the architect’s services shall be made on account for invoices as described in article A14 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.

.2 No deductions shall be made by the client from amounts payable to the architect on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the architect is proven to be legally responsible or has agreed to pay.

.3 Variance from the construction budget established under this contract shall not constitute grounds for the client to withhold fees due to the architect.

.4 When a percentage-based fee is used as the method for determining the architect’s fee, the basis for calculating the applicable portion of the fee for each phase of the architect’s services shall be based on article A10 of this contract.

.5 If the scope of the project or of the architect’s services is changed, the fees shall be adjusted accordingly. For additional services or when revisions or additions are made to the program of requirements or previously approved documents prepared by the architect and such revisions or additions require services beyond those already provided, the fee for such additional services shall be based on the rates in article A10 of this contract, or as otherwise mutually agreed with the client.

.6 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the architect, fees for services required for such extended period of the contract administration shall be adjusted and computed as set forth in article A10 of this contract or as otherwise mutually agreed with the client.

.7 In the event that new or additional taxes in respect of the services included in this contract are required by federal, provincial, territorial, regional or municipal legislation after the contract is executed, the amount under this contract shall be adjusted to include such taxes.

.8 Fees and reimbursable expenses may be subject to such value-added taxes as the Federal Goods and Services Tax or Harmonized Sales Tax. The client shall pay to the architect, together with, and in addition to, any fees and reimbursable expenses that are, or become, payable as required by legislation, any value-added taxes that become payable in relation to the fees and reimbursable expenses.

REIMBURSABLE EXPENSES
.9 The client shall pay the architect for all reimbursable expenses as defined plus an administrative charge as identified in article A11 of this contract.

.10 All reimbursable expenses not defined shall be approved by the client prior to any expenditure by the architect.
GC13 SEVERABILITY

.1 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
Supplementary Conditions to Contract for Architect’s Services, December 2016

Note: The terms and conditions provided in these Supplementary Conditions form part of and apply to the Definitions and General Conditions to this Contract as the case may be.

1. Amendments to Definitions

SC 1. Add the following new definition:

“ACCEPTABLE INVOICE

An acceptable invoice means an invoice from the architect for services which includes all pertinent information including an invoice number, date of the invoice, date of the period end for services, Client’s project number, description of services, summary of expected fees and payments made to the architect, amount of value add taxes, and as further defined in Supplementary Condition 20.”

SC 2. Amend the definition of “Construction Budget” as follows:

From the first line, delete: “and GST”.

SC 3. Amend the definition of “Construction Cost” as follows:

From the first paragraph, delete: “building permit fees”, “construction management fees or other fees” and delete “and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not”.

To the end of the second paragraph as the fourth item add: “value-added taxes, whether recoverable or not.”

SC 4. Add the following paragraph to the definition of “Construction Cost”:

“Construction cost, for the purposes of calculating fees, shall exclude the negotiated cost of any change in the work which was required as a result of an error or omission or other inconsistency by the architect or its employees or Consultants, permit fees and all applicable taxes including such value added taxes as the GST/HST, whether recoverable or not.”

SC 5. Delete the definition of “Consultant” and substitute the following:

“Consultant” in this Agreement means a consultant retained directly by the architect. A consultant retained by the Client shall be referred to as a Client's Consultant.”

SC 6. Add the following sentence to the definition of “Consultant Coordination”:

• managing and reviewing the product of the work to ensure full and complete services.”

SC 7. Amend the definition of “Construction Documents” as follows:

To the end of the definition, add: “as approved by the Client and those referenced in the construction contract between the Owner (Client) and Contractor.”

SC 8. Delete the definition of “General Review” and substitute the following:

“General review, at a minimum, means review during sites to the place of the work (and where applicable, at locations where building components are fabricated for use at the project site) at intervals which coincide with regularly scheduled biweekly site meeting during the Construction Phase and that the architect in its professional discretion, considers necessary to become and remain familiar with the progress and the quality of the work and to determine that the work is in general conformance with the construction documents, and to report, in writing, to the client, contractor and chief building official.”
SC 9. Add the following sentence to the definition of “Project”:

“The scope and description of the project to which this Contract applies may be revised by agreement in writing between the Client and the architect. Unless specifically excluded elsewhere in the directions given the architect, the project includes the work and services necessary to interconnect the project to municipal utilities and to Client’s central utilities such as sources of steam supply and return, chilled water supply and return, electrical energy, domestic and firefighting water, raw water, deionised water, sewers, natural gas, voice and data communications. The project also includes all professional consulting, design and other services required for the project as may be more particularly described in this Contract.”

SC 10. Replace the definition of “Reimbursable Expenses” with the following:

“Reimbursable expenses are those described in Article A12.”

SC 11. Add the following new definition:

“VALUE ADDED TAXES

Value Added Taxes means such sum as shall be levied upon the Fee by the Federal or Provincial Government and is computed as a percentage of the Fee and includes the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any similar tax, the collection and payment of which have been imposed on the Consultant by tax legislation.”

2. Amendments to General Conditions

SC 12. GC1 CLIENT’S RESPONSIBILITIES

.1 Amend GC 1.2.3 by adding:

“except where otherwise indicated or agreed;”

.2 Revise GC 1.2.8 to read as follows:

“ensure that the client’s total project budget includes contingency for cost escalation and unforeseen circumstances that arise or become apparent during the course of the project.”

.3 Add new GC1.4 as follows:

“The Client’s personnel authorized to appoint personnel to act as the Client’s representative are:

1. Director, Design, Engineering and Construction; and
2. Assistant Vice-President, Physical Resources; and
3. their supervisors.”

SC 13. GC2 ARCHITECT’S RESPONSIBILITIES

.1 Add new GC2.3 as follows:

“The Physical Resources Directorate of the University of Guelph (“Physical Resources”) is the Client’s entity charged with planning, design, construction, operation, maintenance and custodial services for the University’s Physical Plant. The architect shall take direction from and report only to the Client’s representative as designated by Physical Resources unless directed otherwise by the Client’s representative.”
2. Add new GC2.4 as follows:

“It is the architect’s responsibility to keep the Client is kept fully informed of all pertinent matters and to make every effort to provide sufficient time and opportunity is afforded the Client to assess recommendations made by the architect.”

3. Add new GC2.5 as follows:

“It is the architect’s responsibility to ensure that that consultants engaged by the architect provide full and complete consulting services as required by this agreement.”

4. Add new GC2.6 as follows:

“The architect is expected to provide a copy of any purchase order or contract or any other instrument used to engage a consultant for services for the work of the project to the Client upon request. The purpose of any such request is to confirm the scope of the services expected of the consultant.”

5. Add new GC 2.7 as follows:

“The architect is expected to fully comply with the standards and requirements of the University of Guelph, Physical Resources Design Standard.”

SC 14. GC3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

1. Amend GC3.1 by adding the following sentence to the end of the paragraph:

“The architect shall use its best efforts to achieve a Construction Cost that is less than the Construction Budget. The Construction Budget may be adjusted or varied only on the written instruction of the Client.”

2. Amend GC3.3 by adding the following sentence to the end of the paragraph:

“In such an event, the Client may withhold any payment of any outstanding and additional fees (including reimbursable expenses) and allowable expenses then due the architect until such time as the issue is resolved by one of the means set out herein, at which time any outstanding and additional fees and expenses shall be paid as provided in GC12.”

3. Further amend GC3.3 by replacing “15%” with “10%”.

4. Amend GC3.4 by replacing “15%” with “10%”.

SC 15. GC5 COPYRIGHT AND USE OF DOCUMENTS

1. Amend paragraph GC5.1 by deleting the second and third sentence and substituting the following:

“The architect grants a licence to the Client for use of the instruments of service upon payment to the architect as provided under this Contract, including use for future renovations and additions to the Project, provided, however, that the architect shall not be responsible for any such use by the Client if the Client does not first obtain the architect’s written permission. A licence for such use is also granted to the Client in the event that the architect’s services are terminated under this Contract for reason of the architect’s default, whether or not the architect has been paid as provided under this Contract. The alteration of the instruments of service by Client or any other person is prohibited except as permitted by paragraph 5.3.”
Delete GC5.3 and substitute the following:

“The Client may retain copies, including electronic or digital and other reproducible copies of the architect’s Instruments of Service for information and reference in connection with the Client’s use and occupancy of the Project. Copies may only be used for the purposes intended on the same site by this Client and may not be offered for sale or transfer without the express written consent of the architect. If requested by the Client, the Architect shall provide editable CAD drawings and shall grant a limited license to the Client to use the Instruments of Service for facilities management including any future renovations, additions or alterations.”

Amend GC5.5 by adding the words “and display” after the word “keep”.

Add new GC5.6 as follows:

“As a condition precedent to the use of the electronic documents (editable CAD drawings), the Client shall agree that use of the electronic documents is at the Client’s own risk. The Client agrees to indemnify and save harmless the Architect, his/her employees, agents and consultants from and against all claims, losses, demands, costs and expenses (including legal fees), damages or recoveries (including any amounts paid in settlement) arising by reason of, caused by, or alleged to be caused by, the Client’s reliance on the electronic document.”

Add new GC5.7 as follows:

“To facilitate the Client’s use of the instruments of service and of the facility, including any modifications, the architect waives ‘moral rights’ to which the architect had or may have in the Project. The term ‘moral rights’ in this instance, has the same meaning given to it in the Copyright Act (Canada).”

Add new GC5.8 as follows:

“The architect undertakes not to design another similar project which is substantially identical in design features to the Project.”

Amend GC6.1 by adding the following at the end of the sentence:

“subject to the approval of the Client, and in an area of the Client's choice.”

Amend GC6.2 by adding the word “temporary” before the word “sign” and the following at the end of the sentence:

“subject to the approval of the Client, and in an area of the Client's choice.”

Change the title of this GC7 to “INSURANCE, INDEMNIFICATION AND LIABILITY OF ARCHITECT”

Delete GC7.1 to 7.7 inclusive and substitute new GC7.1 to 7.17 as follows:

“The architect shall effect and maintain during the term of this Contract, at its own cost, the following insurance:

1 comprehensive general liability insurance in an amount of not less than two million dollars ($2,000,000.00) for any one occurrence for bodily injury, property damage or death. Such policy shall include the Client as an additional insured and shall include a cross liability/severability of interests clause;
.2 standard automobile insurance covering owned and non-owned vehicles (rented or leased) with limits of not less than two million dollars ($2,000,000.00);

.3 valuable papers and media coverage insurance to cover the loss or damage to the replacement value of drawings, reports, data, plans and specifications and other materials collected, prepared or developed under this Contract in an amount of no less than two hundred and fifty thousand dollars ($250,000.00).

.2 All policies required under GC7.1 shall:

.1 be taken out with insurers licensed or otherwise authorized to do business in the Province of Ontario;

.2 be in a form satisfactory to the Client, acting reasonably;

.3 be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Client;

.4 not be invalidated with respect to the interests of the Client by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies;

.5 shall contain a waiver of subrogation rights which the architect's insurers may have against the Client; and

.6 contain an undertaking by the insurers to notify the Client in writing not less than thirty (30) days before any adverse material change, cancellation or termination.

.3 The architect agrees that it will require each of the Consultants retained by the architect and any of their respective agents to purchase and maintain, at their own expense, insurances as required of the Architect by GC 7.1 in the form required under GC7.2.

.4 In addition to the insurances described in GC7.1, the architect shall effect and maintain during the term of this Contract, at its own cost, the following insurance:

.1 professional liability insurance to cover against any and all claims made for negligent acts, errors or omissions of, or attributable to, or relating to the performance of the architect's services with limits of not less than two million dollars ($2,000,000.00) per claim and in the aggregate and a deductible not to exceed $25,000. Such policy shall not exclude prior acts relating to the architect's services under this Contract. Such insurance shall be maintained during the period of construction and for a period of three years following completion of the work and services.

.5 The policy (or policies) of insurance under GC7.4 shall:

.1 be taken out with insurers licensed or otherwise authorized to do business in the Province of Ontario;

.2 be in a form satisfactory to the Client, acting reasonably;

.3 be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Client;

.6 The architect agrees that it will require each of the Consultants retained by the architect and any of their respective agents to purchase and maintain, at their own expense, insurance as required of the architect by GC 7.4 in the form required under GC7.5.
.7 The architect shall deliver certificates of insurance evidencing that the required insurance is in force at the inception of this Contract and each renewal thereof, and if requested by the Client the architect shall deliver certified copies of each insurance policy. Delivery to and examination by the Client of any certified copy of any policy of insurance or certificate thereof or other evidence of insurance shall in no way relieve the architect of any of its obligations pursuant to this Contract and shall in no way operate as a waiver by the Client of any of its rights.

.8 All property of the architect kept or stored at the Client's facility shall be so kept or stored at the risk of the architect only, and the architect shall hold the Client harmless from any claims arising out of damage to the same, including subrogation claims by the architect's insurers.

.9 The liabilities and obligations of the architect not covered by the insurance required under GC7.4 will not be restricted to the insurance policy limits set out in this Contract under GC7.1 and such insurance amounts provided for herein under GC7.1 shall not be construed so as to relieve or limit the liability of the architect in excess of such insurance and shall not preclude the Client from taking such other actions as are available to it under any provision of this Contract or otherwise at law or in equity.

.10 Without limiting the generality of the foregoing, where through an error or omission or other inconsistency of the architect (or of an architect’s consultant for whom the architect is responsible under this Contract),

.1 work already completed under the construction contract must be removed and then reinstated to correct problems arising from such error or omission; or

.2 work must be added to the construction contract during the course of performance of the work which work the architect knew or reasonably ought to have known should have been included in the original scope of work which was bid or priced but was not by reason of the error or omission by the architect;

the Client may offset and deduct against the architect's fee, without prejudice to any other right or remedy the Client may have, the premium costs incurred by the Client of removing and reinstating the completed work in the case of subparagraph 7.10.1, or in the case of subparagraph 7.10.2, the premium costs may be calculated from information in the Contractor's schedule of values for the additional work, or calculated as the differential between cost of the added work and the probable cost of the work had it been included in the construction contract when issued for bid/pricing. All such deductions will be agreed to based on informal negotiations between the Client and the architect.

.11 If any of the insurance policies which the architect is required to obtain and maintain pursuant to this Contract under GC7.1 are terminated, cancelled and/or amended in a manner that is adverse to the Client, the architect will provide written notice to the Client and the Client will use all reasonable efforts to obtain and maintain replacement insurance substantially similar to the cancelled, terminated or amended insurance, at the expense of the architect until such time as the architect has reinstated the cancelled or terminated insurance, arranged for the nullification of the adverse amendment or obtained alternative insurance substantially similar to the cancelled, terminated or amended insurance.

.12 If the Client requires that any or all of the insurance policies described in this Contract remain in place for a period of time in addition to that provided for in this Contract, then the Client may request in writing that the architect extend the term of the relevant existing insurance policy or policies, at the sole cost and expense of the Client.

.13 The Client reserves the right to arrange for and purchase Project specific insurance in respect of the Project.
.14 The architect and its Consultants shall indemnify and hold harmless the Client and those for whom it is in law responsible from and against claims, demands, damages, losses, lawsuits, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, or other costs and expenses (including without limitation, reasonable legal fees) arising out of or incident to any property damage or personal injuries including, but not limited to bodily injury including death resulting directly or indirectly, in whole or in part, from the fault of or any negligent act or omission or error of the architect or any of the Consultants and their respective agents in connection with the performance or conduct of any services provided under this Contract.

.15 The architect shall be entitled to rely upon product information published by manufacturers and shall not be held liable for relying on such information or representation unless the architect knows or reasonably ought to know such information or representation is inaccurate.

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

.17 The Client agrees that the architect shall not be held responsible in contract or in tort for any changes made to the architect’s design or the construction documents without the architect’s knowledge or approval.

SC 18. GC8 SUSPENSION AND TERMINATION

.1 Amend GC8.1 by deleting the words “If the client lacks the financial ability or authority to proceed,”.

.2 Amend GC8.2 by adding the words “Subject to GC3.3 and GC8.11” to the start of the sentence, and substituting the word “invoice” with “valid invoice for services provided in accordance with this Contract”.

.3 Amend GC8.6 by adding the following:

“If within the one year next following the date of payment for suspension expenses, the architect has not received instructions to recommence the Project, then this Agreement shall terminate and, except for the payment of any fees properly owing by the Client to the architect, neither party shall have any further obligation to the other in connection with this Agreement.”

.4 Delete GC8.9 and substitute the following GC8.9:

.1 “The Client may, by written notice to the architect, at any time terminate the whole or any part of the provision of the services for reasons including but not limited to the architect failing from any cause whatsoever to perform the services as required by this Contract, or failing to perform same in a manner satisfactory to the Client, or not to proceed with or discontinue the Work, and thereupon:

.1 the Client shall be liable for payment to the architect only for those fees and expenses attributable to the part of the services performed to the satisfaction of the Client to the earlier of the date of failure stipulated in such notice or of the date of receipt of such notice by the architect; subject in the case of any such suspension, to resumption of responsibility by the architect if and to the extent that such suspension is lifted by written notice from the Client.

.2 the Client may appoint any other person or persons in the place and stead of the architect to perform the services or any portion thereof;

.3 the architect shall have no claim against the Client except for such of the services as have been satisfactorily performed by the architect up to the earlier of the date of failure stipulated in such notice or the date of receipt of such notice as aforesaid; and
nothing contained herein shall limit the rights of the Client to recover damages from the architect arising from the failure of the architect to perform the services satisfactorily in accordance with the terms of this Contract, nor limit the right of the Client to retain and set-off the amount of any such damages suffered against any funds otherwise owing to the architect.

.5 Delete GC8.10.

.6 Revise GC8.11 by replacing “sixty days” with “one year”.

.7 Delete GC8.12 and substitute the following GC8.12:

“In addition to the payment in GC8.9, and provided the termination was not occasioned by the default of the architect, the Client shall pay the architect termination fees and allowable expenses, consisting of out-of-pocket expenses incurred by the architect and directly attributable to the termination or abandonment of this Contract and for which the architect is not otherwise compensated. The termination expenses payable by the Client, if any, shall in no case exceed 10% of the Fee for basic services, and in no event shall the total amount payable by the Client under this Contract be greater than the total amount of the Fee payable under this Contract.

Notwithstanding the foregoing, where the Project is abandoned due to receipt of bids in excess of the variance described in GC3.3, no termination expenses are payable, subject to and without prejudice to the Client’s right to invoke set-off or otherwise take proceedings to recover any loss or damage which it may have suffered as a result of the abandonment of the Project in those circumstances. The Client shall have no further or other liability to the architect as a result of termination except as described in this GC8.12.”

.8 Delete GC8.13.

SC 19. GC9 LAW GOVERNING CONTRACT

.1 Delete GC9.1 and replace with the following:

“This Contract shall be governed exclusively by the laws of the Province of Ontario. The parties shall attorn to the jurisdiction of the courts of the Province of Ontario in all matters arising under this Contract requiring adjudication by the courts. Any action arising under this Contract shall be commenced and tried in the appropriate court located in the City of Guelph.”

SC 20. GC12 PAYMENTS TO THE ARCHITECT

.1 Delete the first sentence of GC12.1 and replace with the following:

“Subject to GC12.10, any acceptable invoice submitted by the architect under this Contract is due and payable within thirty days after submittal of the acceptable invoice to the Client provided the invoice meets the Client’s requirements for format and supporting documentation and is considered fair, and reasonable in accordance with this Contract. An acceptable format for the architect’s invoices shall be determined at the outset of the Project between the Client and the architect. At a minimum, an acceptable invoice shall identify the:

.1 Architect
.2 Project name
.3 architect’s and the University’s project number(s),
.4 original value of the agreed fees (including reimbursable expenses) and allowable expenses (identified separately as applicable),
value of changes to the original agreed fees (including reimbursable expenses) and allowable expenses (identified separately as applicable),

total amounts of fees and (including reimbursable expenses) and allowable expenses invoiced (identified separately as applicable),

lien holdbacks and lien holdback releases,

amount previously paid,

amount being invoiced, and

PST, GST or HST; and

where allowable expenses are reimbursed in addition to fees, be complete with original documentation in support of all expenses claimed.”

Delete the second sentence of GC12.1 and replace with the following: “Payments for the architect’s services shall be made on account for invoices as described in article A10 of the agreement and, where applicable, shall be in proportion to services performed within each phase of the service.”

Amend GC12.2 by:

adding the words “or as otherwise set forth in this Contract.” to the end of the sentence;

adding the new sentence “Deductions may be made in the circumstances of a lien, as provided in GC14” to the end of the paragraph;

adding the new sentence “Negotiated deductions may be made for changes in the work required as a result of an error or omission or other inconsistency by the architect or its employees or its Consultants.”

Amend GC12.5 by numbering it GC12.5.1 and then add the following paragraphs .2, .3 and .4:

“If the architect believes that the scope of the Project or of the architect’s services is changed, such that the architect may be entitled to additional compensation, the architect shall provide to the Client a notice in writing setting out its position on the matter and indicating the additional compensation to which the architect believes it is entitled. In the event that the Client accepts the architect’s claim for additional compensation, the parties shall prepare a written amendment to this Contract. In the event that the Client does not accept the architect’s claim for additional compensation, the Client may direct the architect to carry out the disputed work or services and the architect shall carry out the work or service so directed without prejudice to any right the architect may have to assert a claim for additional compensation at a later date.

The architect shall deliver notice provided by GC12.5.2 before the architect undertakes any of the work or services for which the architect intends to claim additional compensation. This notice provision is of the essence. Should the architect fail to provide timely notice or should the architect undertake what the architect believes to be additional work without giving the notice required by GC12.5.2, the architect shall be disentitled to claim any amount by way of additional compensation for the work or service in question.

The architect shall maintain detailed records of the time of the architect’s personnel and the personnel of the architect’s consultants devoted to carrying out the disputed work or services.
.5 Add the following to GC12.6:

“Following commencement of construction, if the architect becomes aware that the time scheduled for construction may be exceeded, the architect shall immediately advise the Client in writing setting out the architect’s assessment of any extension of time that may be required, the reasons for that extension, the steps that may be taken to overcome the potential delay. In addition, the architect shall notify the Client whether the architect intends to claim for additional fees pursuant to GC12.6 in the circumstances. If the architect fails to provide timely notice of such intention, the architect shall be disentitled to claim any additional compensation.”

.6 Add new GC12.11 as follows:

“The architect shall maintain, by generally accepted accounting methods, records of architect, of expenditures pertaining to the architect’s additional services and of services for which the fee is computed as a multiple of direct personnel expense. These records shall be available to the Client at mutually convenient times.”

[Edit note: lien holdback applies to all projects involving construction, but will not be applied to studies such as condition studies, feasibility studies, schematic design only (and estimates), etc.]

.7 Add new GC12.12 as follows:

.1 “The Client will retain a 10% holdback pursuant to the Construction Lien Act (Ontario) from all payments, to be released as follows:

.1 For the purposes of the Construction Lien Act, this Contract shall be considered to be complete upon completion of the architect’s review of defects and deficiencies prior to the expiry of the warranty period under the construction contract documents;

.2 Prior to the expiration of the lien period stipulated under the Construction Lien Act and as it pertains to this Contract, the architect shall submit an invoice to the Client for the holdback amount retained by the Client; and

.3 The invoice submitted by the architect for release of holdback under .2 above shall be paid by the Client no later than fifteen days after the expiration of the lien period stipulated under the Construction Lien Act.

[Edit note: where contracts may run for extended periods, and it would be unduly onerous to retain the lien fund for the full duration of the project, execute 2 contracts. For example, execute one contract for services up to award of construction contract and one for all services during construction. Lien funds generally are not retained for studies. Unless there are reasons to the contrary, the University does not retain lien funds for contracts under $50,000 (although this will not be cited in the contract).]

SC 21. Add new GC14 as follows:

“GC 14 DESIGN STANDARDS

.1 General
The University of Guelph, Physical Resources, has prepared the Design Standards with the intention of providing assistance during the planning, design and construction of all University facilities. These standards serve to consolidate the range of institutional knowledge retained by the Physical Resources Department Staff.

The Design Standards have been developed to establish the University’s minimum expectations and requirements for renovations and new construction on campus. The Design Standards are based on current codes and Standards, Industry Best Practices and the University’s preferred approach to standardizing design.
These standards are to be applied in the design of all projects by the architect and their design team. The architect and their design team are required to read, understand and comply with the full Design Standards as they apply to the project.

The Design Standard includes the minimum building requirements which the University has recognized as necessary on all projects. These standards assure uniformity, system or component quality, compatibility, ease of maintenance and operational efficiency.

The current version of Design Standard can be found at http://www.pr.uoguelph.ca/pr/Design_Standards_January_2015.pdf.

.2 Compliance Criteria
Full compliance to the Design Standard is mandatory on projects involving any new construction. Full compliance to the Design Standard is mandatory for new installation within projects involving significant renovations. Compliance is recommended to the extent practical and feasible for all projects involving minor renovations and rework of existing building architectural elements. Any deviations from the minimum requirements outlined in the Design Standard must be approved by the DEC Project Manager and the DEC Discipline Manager before the completion of Schematic Design.

.3 Responsibilities of the architect and their design team
The architect and their design team remain responsible for ensuring any proposed design solution is in full compliance with applicable codes & standards in force at the time of the design. Any conflict between applicable codes & standards and the Design Standard shall be identified and presented to the DEC Project Manager together with proposed measures for addressing the conflict before completing the Schematic Design.

.4 Design Innovations
The Design Standard is not intended to preclude or constrain an innovative approach to design. It however remains the responsibility of the architect and their design team to demonstrate that any proposed design innovations are in general compliance with the design intent outlined in the Design Standard. All proposed design innovation shall be tabled for consideration to the DEC Project Manager before the completion of Schematic Design.

SC 22. Add new GC15 as follows:

“GC15 CONSTRUCTION LIENS

.1 In the event that a construction lien is preserved against the Project by anyone claiming through the architect, the architect shall, at its own expense, forthwith take whatever steps may be necessary to vacate or discharge the lien, as the case may be, including the posting of security into court. In addition, the architect shall take all further steps necessary to protect the interests of the Client, including but not limited to providing a defence to the Client in any lien proceedings. Should the architect fail to do so, the Client may take any measures the Client deems necessary to vacate or discharge the lien, and defend the lien proceeding, and deduct all costs of doing so from fees and expenses owing the architect.

.2 The obligations of the architect pursuant to this GC14 shall not apply to a construction lien arising because the Client failed to make timely payment on proper invoices rendered to the Client by the architect or to a construction lien arising because the Client has given instructions to the architect’s consultant(s) to perform extra work or services without the privacy of the architect or where any claim for fees remains unresolved.

.3 Subject to paragraph GC14.2, the architect shall indemnify and hold harmless the Client, its agents and employees from and against any and all claims, demands, losses, costs, damages, actions, suits and proceedings by anyone claiming through the architect, including, without limiting the generality of the foregoing, any lien claimant claiming through the architect who successfully prosecutes an action which results in liability to the Client.”
SC 23. Add new GC16 as follows:

“GC16 CONFIDENTIAL INFORMATION

.1 In performing the services, the architect may obtain, verbally or in writing, or receive or become privy to Confidential Information, meaning information relating to the Client which is of a confidential and proprietary nature. Confidential Information may include but not limited to information related to:

.1 any research activities;
.2 any processes;
.3 any financial information.

Confidential Information shall not include information that:

.1 is now or subsequently falls within the public domain without a breach by the architect of any obligation owed to the Client;
.2 became known to the architect prior to disclosure by the Client and such prior knowledge can be established; or
.3 became known to the architect from a third party other than by the breach of a confidentiality obligation owed to the Client.

.2 The architect shall not make use of, exploit or disclose for any purpose whatsoever Confidential Information except as required for the performance of the services under this Contract.

.3 The architect shall not, without the prior written consent of the Client, use, exploit or divulge or allow access to the Confidential Information to any third party (except to employees of the architect or Consultants who require such use or disclosure to fulfill the obligations of the architect under this Contract). Where the architect divulges or allows access to the Confidential Information to its employees of the architect or Consultants under the circumstances set out above, it shall ensure that it has first obtained from such employees or Consultants, as the case may be, a legally binding undertaking executed by such employees or sub-consultants to the effect that such employees or sub-consultants, shall not use, exploit or disclose the Confidential Information except to the extent permitted under this Contract.

.4 The architect shall also take all commercially reasonable efforts necessary to protect against any unauthorized use or disclosure of the Confidential Information including where appropriate such precautions as the architect takes in protecting its own proprietary or confidential information, but no less than reasonable precautions.

.5 During the term of this Contract and thereafter, the architect may not, without the prior consent of the Client, disclose to anyone, except as required by law, the nature or extent of the services or of the discussions or meetings in connection therewith, or the architect’s remuneration therefore.

SC 24. Add new GC17 as follows:

“GC17 CONFLICTS OF INTEREST

.1 During the term of this Contract, the architect shall at all times act in the best interests of the Client, and, in the event of a potential conflict between the architect's obligations under this Contract and any of the architect’s other obligations or interests, the architect shall immediately notify the Client of the nature of such potential conflict and shall not proceed to perform any further or additional services unless and until the Client consents to same.
SC 25. Add new GC18 as follows:

“GC18 CLIENT REVIEWS

.1 The architect and its consultants shall review all design concepts (architectural, structural, mechanical and electrical, etc.) with the Client at the start of each phase of the work. The architect shall ascertain the time periods required for reviews by the Client. The architect’s schedule shall allocate sufficient time in the project schedule for such reviews.

.2 Review and approval by the Client of any aspect of the architect’s services shall not relieve the architect of any of its obligations under this Contract, except where written direction by the Client waives such obligation.

.3 Projects with a total Project budget of more than $2,000,000 as determined by the Client will be subject to review by the Client’s Board of Governors and two committees. The architect will make required to make one (1) presentation to each of the Board of Governors and its Physical Resources and Property Committee.

.4 The architect shall make presentations to not more than 3 advisory committees: Campus Accessibility Committee, Landscape Advisory and one other to be determined.

SC 26. Add new GC19 as follows:

“GC19 REPRESENTATIONS

.1 The architect represents to the Client that:

.1 nothing in this Contract would place the architect in breach of any employment or other contractual relationship.

.2 no bribe, gift or other inducement has been paid, given, promised or offered to any officer or employee of the Client, for or with a view to the obtaining of this Contract by the architect.

.3 the architect shall not, through any act or omission, during any phase of the project or in any written or verbal instructions, do anything upon which the Client may rely and that will result in the Client being considered the “constructor” under occupational health and safety legislation.

End of Supplementary Conditions
**Schedule A to Architect’s Services and Client’s Responsibilities**

This Schedule A summarizes the services to be provided by the Architect (including the Architect's consultants) and the allocation of responsibilities of the Architect and the Client under the Contract. Wherever services to be provided by the Architect are indicated in this Schedule A and the meaning or intent is not clear, reference is to be made to the corresponding detailed description of those services set out in Client's standard Schedule A for long form agreement which is available from the Client, in addition to the general and supplementary requirements for providing services as set out by the Client and the General and Supplementary Conditions of the Contract. In the event of a conflict between Schedule A and any other part of the Contract or a clarification, the other parts shall take precedence.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ARCHITECT’S SERVICES CLASS</th>
<th>CLIENT’S RESP.</th>
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</thead>
<tbody>
<tr>
<td>1. Analyses of client’s needs - review client’s stated objectives and advise on viability of the project.</td>
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<tr>
<td>2. Statement of Requirements or Building Program - Set out the fundamental objectives of the project, including the interrelation of space allocations, the areas required for the spaces, specific materials and/or assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations required for the project.</td>
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<tr>
<td>3. Financial feasibility study – Assist with analyzing the reasonable probability of the client’s objectives for the project being reached within the budget allocation and advise on measures to align the project requirements with the budget if in the first instance the expectations are not feasible.</td>
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<tr>
<td>4. Site / location of the work evaluation study - Review the site of the project and assess the suitability of the site to accommodate the client’s project. In doing so, take into account known site constraints including fire routes and access to exits, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.</td>
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<tr>
<td>5. Comparative studies of prospective sites - Review a number of selected potential sites for the project and assess the suitability of each site to accommodate the client’s project. In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of each site. Compare the results of the site reviews and advise the client accordingly.</td>
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<tr>
<td>6. Measured Drawings - Ascertain the purpose of the measured drawings and the accuracy required after confirming the purpose with the client, make measurements, augment with photographs and field notes, and prepare drawings.</td>
<td>F1</td>
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<tr>
<td>7. Verifying accuracy of drawings furnished by client - Review drawings, visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.</td>
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<tr>
<td>8. Existing Building - Investigate all relevant existing conditions including fire routes and access to exits and including those behind accessible surfaces, document findings, assist in testing or demolition for investigation that may be required and approved by Client.</td>
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<tr>
<td>9. Site Photographs - Ascertain the purpose of the site photographs and after confirming with the client prepare a photographic record as required. If appropriate identify photographs by time, date and location.</td>
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<tr>
<td>10. Assist client re survey information required - Assist client, in the engagement of a land surveyor. Coordinate with surveyor and engineering consultants as to identification of information required from the survey.</td>
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<tr>
<td>11. Assist client re soils investigation information required - Assist client, in the engagement of a geotechnical consultant. Coordinate with geotechnical consultant and engineering consultants as to information required from the investigation.</td>
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<tr>
<td>12. Construction Budget - If the Client does not have a construction budget, based on the building program, site conditions and constraints, time of construction, known construction economical factors, prepare an estimate of construction cost to serve as construction budget until more detailed estimate of construction cost can be determined. Advise client accordingly. Review and provide comment on client's construction budget.</td>
<td>F1</td>
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<tr>
<td>13. Additional Estimates - Prepare detailed estimates of anticipated energy and utility loads</td>
<td>F1</td>
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<tr>
<td>14. Assist client re Toxic and Hazardous Substances and Materials information required - Assist client, in the engagement of a toxic and hazardous substances and materials consultant. Coordinate with toxic and hazardous substances and materials consultant and engineering consultants as to identification of information required from the report.</td>
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<tr>
<td>ITEM</td>
<td>ARCHITECT'S SERVICES</td>
<td>CLIENT'S RESPONSIBILITY</td>
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<tr>
<td>15 Schedule - Prepare a project schedule which includes milestones for submissions for review and approval and other specific milestone dates. Provide monthly updates.</td>
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<tr>
<td>16 University of Guelph Design Standards - Comply with the University's Master Plan, Volumes 1 and 2 for new buildings and additions and with Physical Resources Design Standards for all new and renovation project work.</td>
<td>F1</td>
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</tr>
<tr>
<td>1 Engagement of Structural Engineering Services - Engage services of a structural engineer for services commensurate with architectural services under this contract.</td>
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<tr>
<td>2 Engagement of Mechanical Engineering Services - Engage services of a mechanical engineer for services commensurate with architectural services under this contract.</td>
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<tr>
<td>3 Engagement of Electrical Engineering Services - Engage services of an electrical engineer for services commensurate with architectural services under this contract.</td>
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<tr>
<td>4 Engagement of Landscape Architect Services - Engage services of a landscape architect for services commensurate with architectural services under this contract.</td>
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<tr>
<td>5 Engagement of Civil Engineering Services - Engage services of a civil engineer for services commensurate with architectural services under this contract.</td>
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<tr>
<td>6 Engagement of LEED Canada Consulting Services - Engage services of a consultant for services related to the accreditation by LEED Canada of the project.</td>
<td>F1</td>
<td>✓</td>
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<tr>
<td>7 Engagement of Commissioning Agent Services - Engage services of a commissioning agent for services over and above the takeover of the project at completion of construction.</td>
<td>F1</td>
<td>✓</td>
</tr>
<tr>
<td>8 Engagement of Cost Estimating Services - Engage the services of a construction cost consultant and coordinate the services with the services of the other consultants.</td>
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<tr>
<td>9 Engagement of Security Systems Services - Engage services of security systems consultant and coordinate with the architectural and services of the other consultants.</td>
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<tr>
<td>10 Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.</td>
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<tr>
<td>11 FF&amp;E Selection, and/or Installation - Provide services for the selection and installation of furniture, fixtures and equipment (FF&amp;E), including re-use of client's inventoried FF&amp;E.</td>
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<tr>
<td>12 Graphic Design, Signage and Similar Services - Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.</td>
<td>F1</td>
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<tr>
<td>13 Tenant Layout and Design Services - Provide tenant layout and fit up documents coordinated with base building documents.</td>
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<tr>
<td>14 Language Translation Services - Translate all construction contract documents into a language other than the language of this contract.</td>
<td>F1</td>
<td>✓</td>
</tr>
<tr>
<td>15 Meetings - Attend all scheduled bi-weekly meetings related to project review, design development, document co-ordination and construction field activities including site reviews as well any other specific review meetings.</td>
<td>F1</td>
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<tr>
<td>16 Revisions to Drawings, Specifications or Other Documents - Revise or provide additional drawings, specifications or other documents which are: • Caused by instructions that are inconsistent with instructions or written approvals previously given by the client, including revisions made necessary by adjustments in the client’s program or construction budget, • Caused by enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents, • Caused by an interpretation by the authorities having jurisdiction which differs from the architect’s interpretation of statutes, regulations, codes and by-laws, which difference the architect could not have reasonably anticipated, or • Due to changes required as a result of the client’s failure to render decisions in a timely manner</td>
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<tr>
<td>17 Services Required Due to Significant Changes To The Project - Provide additional services required because of significant changes in the project including, but not limited to size, quality, complexity, the client’s schedule, or the method of bidding or negotiating and contracting for construction.</td>
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<td>ARCHITECT'S SERVICES CLASS</td>
<td>CLIENT'S RESP.</td>
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</table>

The project shall be designed to be in compliance with the requirements of LEED® Canada for silver accreditation and the architect is expected to provide the necessary in-house expertise and consulting services in order to prepare final construction documents which comply with the required criteria for LEED silver as agreed upon. **OR** The project shall be designed to be in compliance with the requirements of LEED® Canada for silver accreditation and the architect shall retain the necessary expertise to prepare all required documents to prove compliance with the standard at completion of each phase and to complete the accreditation process. **OR** The addition/new building shall be designed in accordance with O.B.C. requirements for energy efficiency to consume not more than 75% of the energy permitted under the Model National Energy Code for Buildings, and the architect shall submit documentation the Client to demonstrate this compliance at completion of each Phase. [Edit note: pick one based on RFP and customize to suit]

**COORDINATION**

Coordinate the services of the following consultants with those of the architect from Schematic Design through Construction Documents Phase:

1. Structural Engineer
2. Mechanical Engineer
3. Electrical Engineer
4. Other (identify)

Coordinate the services of the following consultants with those of the architect during the Bidding and Construction Phase:

1. Structural Engineer
2. Mechanical Engineer
3. Electrical Engineer
4. Other (identify)

**SCHEMATIC DESIGN PHASE**

1. **Review of Program of Client's Requirements** - Review and comment on client's construction budget in relation to client's program of requirements.

2. **Investigate Existing Conditions** - Visit the place of the work and review characteristics of the site.

3. **Schematic Design Documents** - Based on the mutually agreed upon program of requirements, schedule and construction budget, prepare for the client’s review and approval, schematic design documents to illustrate the scale and character of the project and how the parts of the project functionally relate to each other as listed below; also known as a Design Brief (insert additional documents as applicable)
   - Site Plan
   - Spatial Relationship diagrams
   - Principal Floor Plans
   - Building sections
   - Elevations
   - Outline Specifications

4. Where the Work requires temporary occupant relocations, phased, cascaded or sequential occupancies, alternative access to exits or other disruption (noise, vibration, any utility service disruptions, loss of use of any area, etc.), to Client’s operations affected by the Work, the schematic design documents shall include drawings and details outlining sequence of major occupant moves/relocations and a report describing the impact of the construction operations on Client’s ongoing activities;

5. **Marketing Documents** - Preparation of promotional presentations or special submissions.


7. **Estimate of Construction Cost** - Prepare and submit to the client an estimate of construction cost based on current area or volume unit costs factored to anticipated time of construction.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>ARCHITECT'S SERVICES/ FEE</th>
<th>CLIENT'S RESP.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>3D computer modeling - Arrange for development and coordinate development of 3-D computer modeling and/or video for client’s use.</td>
<td>F1</td>
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</tr>
<tr>
<td>9</td>
<td>Architectural Renderings - Arrange for preparation of renderings and other special delineations for client’s use.</td>
<td>F1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Alternative Design Approaches and Construction Contracts - Discuss with client alternative design approaches at outset of the schematic design concepts. Review alternative construction procurement and delivery methods and related contracts.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>Review Applicable Statutes, Codes etc. - Review applicable statutes, regulations, codes and by-laws.</td>
<td>F1</td>
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<tr>
<td>12</td>
<td>Assist client in obtaining approval of authorities if necessary.</td>
<td>F1</td>
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<tr>
<td>13</td>
<td>Formal Presentation - of Design Brief and Schematic Design including 3-D computer generated modelling to all Stakeholders at a specific meeting with printed and electronic copies to be provided.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>Review by Client and Client approval to be obtained before proceeding to next phase.</td>
<td>F1</td>
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</tbody>
</table>

**Design Development Phase**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>ARCHITECT'S SERVICES/ FEE</th>
<th>CLIENT'S RESP.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Development Documents - Based on the client’s approved schematic design documents and agreed estimate of construction cost, prepare for client’s review and approval, design development documents drawings and other documents appropriate to the size of the project, as listed below: (insert additional documents as required) • Site Plan • Plans • Elevations • Sections • Project brief detailing area calculations, building systems and outline specifications to describe the size and general character of the project including the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.</td>
<td>F1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Where the Work requires temporary occupant relocations, phased, cascaded or sequential occupancies, alternative access to exits or other disruption (noise, vibration, any utility service disruptions, loss of use of any area, etc.), to Client’s operations affected by the Work, the design development documents shall include drawings and details outlining sequence of major occupant moves/relocations and a report describing the impact of the construction operations on Client’s ongoing activities;</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Update Estimate of Construction Cost - Prepare and submit to the client a revised estimate of construction cost.</td>
<td>F1</td>
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</tr>
<tr>
<td>4</td>
<td>Continue Review of Applicable Statutes, Codes etc.- Review applicable statutes, regulations codes and by-laws as the design of the project is developed.</td>
<td>F1</td>
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<tr>
<td>5</td>
<td>Review by Client and Client approval to be obtained before proceeding to next phase.</td>
<td>F1</td>
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</tr>
</tbody>
</table>

**Construction Documents Phase**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>ARCHITECT'S SERVICES/ FEE</th>
<th>CLIENT'S RESP.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drawings and Specifications - Based on the client’s approved design development documents and agreed updated estimate of construction cost, prepare for client’s review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project.</td>
<td>F1</td>
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</tr>
<tr>
<td>2</td>
<td>Where the Work requires temporary occupant relocations, phased, cascaded or sequential occupancies, alternative access to exits or other disruption (noise, vibration, dust, soiling, any utility service disruptions, loss of use of any area, etc.), to Client’s operations affected by the Work, the architect shall revise and update the relevant reports and other documents referred to above, describing the impact of the construction operations on Client’s ongoing activities.</td>
<td>F1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Updated Estimate of Construction Cost - Advise the client of any adjustments to the estimate of construction cost, including adjustments indicated by changes in requirements and general market conditions.</td>
<td>F1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Preparation of Bidding Information and Construction Contract Conditions - Obtain instructions from and advise client on the preparation of the bidding information, bidding forms, conditions of the contract, client and the form of contract between client and contractor.</td>
<td>F1</td>
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</tr>
<tr>
<td>ITEM</td>
<td>ARCHITECTS SERVICES FEES</td>
<td>CLIENTS RESP.</td>
<td>N/A</td>
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<td><strong>CONS</strong></td>
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<tr>
<td>5 Review Applicable Statutes, Codes etc - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the client may apply for and obtain consents, approvals, licences and permits for the project.</td>
<td>F1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6 Formal Presentation - of Project status including 3-D computer generated modelling to all Stakeholders at a specific meeting with printed and electronic copies to be provided.</td>
<td>F1</td>
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<td></td>
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</tr>
<tr>
<td>7 Review by Client and Client approval to be obtained before proceeding to next phase.</td>
<td>F1</td>
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</tr>
<tr>
<td><strong>BIDDING/NEGOTIATION PHASE</strong></td>
<td></td>
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</tr>
<tr>
<td>1 Assist Client with Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria. Receive responses from interested parties, prepare analysis spread sheet and report results to client for decision.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>2 Assemble and provide bid documents - Assemble and provide bid documents to bidders and monitor enquiries in regard to bid requirements. Including a copy to the Client all drawings and schedules as “Issued for Bid”: one copy of reproducible drawings and schedules bearing professional seals and signatures, and one copy in AutoCAD format conforming to Client’s CAD Standards (including x-ref drawings) on compact disk(s) (professional seals not required in AutoCAD format) and the specifications as “Issued for Bid”: in searchable Adobe pdf format.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>3 Documentation for Alternative, Unit and Itemized Prices - Include documentation, clearly identifying in the bid documents the requirements for alternative, unit and itemized prices and the role their significance in determination of successful compliant bid.</td>
<td>F1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4 Documentation for Sequential Bids - Provide services and prepare bid document packages in connection with sequential bidding of trade contracts.</td>
<td>F1</td>
<td>✓</td>
<td></td>
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</tr>
<tr>
<td>5 Addenda - Prepare and process addenda during bidding and before award of construction contract(s).</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>6 Bid Receipt and Review - Arrange for receipt of bids, opening of bids, identification of apparently non-compliant bids, comparative review and report to client.</td>
<td>F1</td>
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<tr>
<td>7 Assist Client with Construction Contract Negotiations</td>
<td>F1</td>
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<tr>
<td>8 Revision of Documents to Incorporate Addenda - Confer with client, receive instructions and prepare contract documents incorporating relevant addenda information into composite documents.</td>
<td>F1</td>
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<tr>
<td>9 Preparation of Construction Contract Documents - Assemble construction contracts and related documents for signature by the contracting parties.</td>
<td>F1</td>
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<tr>
<td><strong>FIELD FUNCTIONS</strong></td>
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</tr>
<tr>
<td>1 Receive Proof of WSIB Certificates, Bonds and Insurance Policies - If construction contract provides for these to be supplied by the contractor, arrange to receive WSIB certificates, bonds and insurance policies and deliver to client for client’s bond and insurance advisors to review.</td>
<td>✓</td>
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<tr>
<td>2 Construction Schedule - Receive construction schedule, review and forward to client.</td>
<td>F1</td>
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<tr>
<td>3 Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both client and contractor that the agreed schedule of values will form the basis for factoring percentage completed work into certificates for payment.</td>
<td>F1</td>
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<tr>
<td>4 Supplemental Details and Instructions - prepare and issue additional documents and supplemental instructions as required for clarification of the requirements of the contract documents.</td>
<td>F1</td>
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<tr>
<td>5 Requests for information (RFI’s) - Receive requests for information from contractors and process accordingly.</td>
<td>F1</td>
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<tr>
<td>6 Change Notices/Orders and Change Directives - Prepare drawings, specifications and supporting data, evaluate contractor’s proposals and provide other services in connection with changes to the project.</td>
<td>F1</td>
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<tr>
<td>7 Review Contractor’s Documentation at Project Completion - Receive and review contractor’s submitted record documentation as required under the contract and transfer them to the client.</td>
<td>F1</td>
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<tr>
<td>8 Evaluating Contractor’s Proposed Substitutions - Provide services in connection with evaluating substitutions proposed by the contractor and make subsequent revisions to the drawings, specifications and other documentation resulting from them.</td>
<td>F1</td>
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<tr>
<td>ITEM</td>
<td>ARCHITECTS SERVICES FEE</td>
<td>CLIENTS RESP.</td>
<td>N/A</td>
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<tr>
<td><strong>FIELD FUNCTIONS</strong></td>
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<tr>
<td>1</td>
<td>Project Close Out - Provide services in accordance with the provisions described OAA-OGCA Document No. 100 for the takeover of the project by the client.</td>
<td>F1</td>
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<tr>
<td>2</td>
<td>Systems Demonstrations - In accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, consultants to conduct systems demonstrations for the client’s operations personnel.</td>
<td>F1</td>
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<tr>
<td>3</td>
<td>Manuals - In accordance with the terms and conditions of the contract between the owner and the contractor, receive from the contractor the operating manuals as specified, and turn them over to the client.</td>
<td>F1</td>
<td></td>
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<tr>
<td>4</td>
<td>Services Necessitated By Default of Client or Contractor - Provide services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor, or by failure of performance by either the client or the contractor under the construction contract.</td>
<td>F2</td>
<td></td>
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<tr>
<td>5</td>
<td>Consultation Services in Regard to Replacement of Damaged Work - Provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnish services as may be required in connection with the replacement of such work.</td>
<td>F2</td>
<td></td>
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<tr>
<td>6</td>
<td>Evaluation of Extensive Claims - Provide services in evaluating an extensive number or size of claims submitted by the contractor or others in connection with the work.</td>
<td>F2</td>
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<tr>
<td>7</td>
<td>Record Drawings - Prepare and submit record drawings showing changes to the work made during construction based on as-built drawings (marked up prints) drawings, marked up specifications and other data furnished by the contractor to the architect: all drawings and schedules as: one copy of reproducible drawings and schedules, and one copy in AutoCAD format conforming to Client’s CAD Standards (including x-ref drawings) on compact disk(s) and the specifications in searchable Adobe pdf format. The accuracy of such information shall be the sole responsibility of the contractor.</td>
<td>F1</td>
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<tr>
<td>8</td>
<td>Site Meetings - Attend bi-weekly [confirm timing] site meetings with contractor, major sub-contractors and consultants to review the progress of the work including review of the site, and preparation of site review report with photographs.</td>
<td>F1</td>
<td></td>
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<tr>
<td>9</td>
<td>General Review Limited to Building Code Related Matters - Provide general review services respecting building code matters only, and report to client and municipal building official.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>General Review Code and Non-Code Related Matters - Provide general review services during construction and report to client and municipal building officials including a general review of all life safety systems and access to exits.</td>
<td>F1</td>
<td></td>
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<tr>
<td>11</td>
<td>Inspection &amp; Testing Services - Observe the contractor’s performance in having inspection and testing companies perform services as required by the construction contract, receive and review their reports and report to client.</td>
<td>F1</td>
<td></td>
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<tr>
<td>12</td>
<td>Off-Site Review of Manufactured Products - If off site review is required of major components, prefabrication sites etc., attend at these sites and perform general review to extent necessary to comply with general review services requirements.</td>
<td>F1</td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>Contract Documentation Interpretation - Review documents and respond to questions of interpretation of document requirements in conjunction with the stated hierarchy in construction contract. As the interpreter of the construction contract documents in the first instance make findings.</td>
<td>F1</td>
<td></td>
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<tr>
<td>14</td>
<td>Payment Certification - Provide general site review, receive and assess contractor’s application for payment and issue payment certificates to client, having factored percentage of completeness against the schedule of values.</td>
<td>F1</td>
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<tr>
<td>15</td>
<td>Substantial Performance Certification - As payment certifier prepare and issue at the appropriate time, a certificate of substantial performance in accordance with the provisions of the Construction Lien Act.</td>
<td>F1</td>
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<tr>
<td>16</td>
<td>Statement of Deemed Completion - As payment certifier, prepare and issue the statement of contract deemed completion in accordance with the provisions of the Construction Lien Act.</td>
<td>F1</td>
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<tr>
<td>17</td>
<td>Multiple Contacts - As payment certifier for multiple contractors in contract with the client, process applications for payment; prepare and issue at the appropriate times certificates of substantial performance and statements of contract deemed completed, and arrange for takeover procedures with regard to each contract.</td>
<td></td>
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<tr>
<td>18</td>
<td>Formal Presentation - prior to start of formal commissioning, of Project status to all Stakeholders at a specific meeting</td>
<td>F1</td>
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<tr>
<td>19</td>
<td>Takeover Procedure - Arrange for takeover of the project by the owner, including assistance in the demonstration and training of operating equipment, handover of maintenance manuals and replacement parts as specified.</td>
<td>F1</td>
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<tr>
<td>ITEM</td>
<td>POST CONSTRUCTION</td>
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<tr>
<td>4</td>
<td><strong>Client’s Maintenance Procedures Instruction</strong> - In accordance with the terms and conditions of the contract between the owner and the contractor, assist in the coordination of the contractor, and if appropriate, consultants to conduct maintenance procedures instruction and training with the client’s building maintenance personnel.</td>
<td>F1</td>
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<tr>
<td>5</td>
<td><strong>Twelve Month Warranty Review</strong> - Prior to the end of the period of one year following the date of substantial performance of the work, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the work in accordance with the contract between the owner and contractor.</td>
<td>F1</td>
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<tr>
<td>6</td>
<td><strong>Architectural services after expiry of 1 year after Substantial Performance of the Work.</strong></td>
<td>F1</td>
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<td>7</td>
<td>Other - list and describe.</td>
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</tbody>
</table>

[Edit Note: The requirements respecting these services may NOT be known until aspects of the architect’s services are underway or completed. If need or scope is unknown, identify as Client’s responsibility with the understanding that the Architect may be able to assist as an additional service.]

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<thead>
<tr>
<th>ITEM</th>
<th>MUNICIPAL</th>
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<tbody>
<tr>
<td>12</td>
<td><strong>Zoning or Land Use Amendment</strong> - Assist client in preparation of documents for, application for and attendance at public hearings for amendments to land use and / or zoning by-laws if required.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Committee of Adjustment</strong> - Assist client in preparation of documents for, application for and attendance at public hearings for minor variances if required.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Site Development Review</strong> - Assist client in preparation of documents for, application for and attendance at public hearings and other meetings for Site Development Review if required.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Development Approval/Agreement</strong> - Assist client in preparation of documents and attendance at meetings for Development Approval/Agreement if required.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Public hearings</strong> - Assist client in preparation of documents and attendance at public hearings in regard to the project if required.</td>
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<tr>
<td>6</td>
<td><strong>Building Permit Application</strong> - Assist client in preparation of application for building permit.</td>
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<tr>
<td>7</td>
<td><strong>Local Heritage Committee Reviews</strong> - Assist client in preparation of documents and applications required for reviews / comments and approvals.</td>
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<tr>
<td>8</td>
<td>Other - list and describe.</td>
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<thead>
<tr>
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<th>REGIONAL</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Planning</strong> - Assist client in review of Planning Authority issues with regional government if required.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Health</strong> - Assist client in review of Health Authority issues with regional government if required.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Work/Roads/Engineering</strong> - Assist client in review of Works, Roads and Engineering Authority issues with regional government if required.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Conservation</strong> (if required) - Assist client in review of Conservation Authority issues with regional government if required.</td>
</tr>
<tr>
<td>5</td>
<td>Other - list and describe.</td>
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</tbody>
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<thead>
<tr>
<th>ITEM</th>
<th>PROVINCIAL</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Housing</strong> - Assist client in review of Provincial Housing Authority’s issues with Provincial Government Ministry if required.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Labour</strong> - Assist client in review of Provincial Authority’s labour issues with Provincial Government Ministry if required.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Health</strong> - Assist client in review of Provincial Health and Long Term Care Authorities’ issues with Provincial Government Ministry if required.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Fire Marshal</strong> - Assist client in review of Provincial Authority’s Fire Protection issues with the office of the Ontario Fire Marshal if required.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Elevating Devices</strong> - Assist client in review of provincial elevating devices issues with the Provincial Ministry if required.</td>
</tr>
<tr>
<td>6</td>
<td><strong>Transportation</strong> - Assist client in review of Provincial Transportation Authority’s issues with the Provincial Ministry if required.</td>
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<tr>
<td>7</td>
<td><strong>Communications</strong> - Assist client in review of Provincial Communications Authority’s issues with the Provincial Ministry if required.</td>
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<tr>
<td>8</td>
<td><strong>Environment</strong> - Assist client in review of Provincial Environment Authority’s issues with the Provincial Ministry if required.</td>
</tr>
<tr>
<td>9</td>
<td><strong>Social and Family Services</strong> - Assist client in review of provincial Social and Family Services Authority’s issues with the Provincial Ministry if required.</td>
</tr>
<tr>
<td>10</td>
<td><strong>Municipal Board</strong> (if required) - Assist client in preparation of material for and attendance at Ontario Municipal Board hearings if required.</td>
</tr>
<tr>
<td>11</td>
<td><strong>Liquor Licensing Board</strong> - Assist client in review of Liquor Licensing Board requirements with the provincial ministry if required.</td>
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</tbody>
</table>

January 2015
<table>
<thead>
<tr>
<th>ITEM</th>
<th>FEES</th>
<th>CLIENTS</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Animals for Research - Assist client in preparation of documents and applications required for reviews / comments and approvals.</td>
<td>F1</td>
<td>F1</td>
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<tr>
<td>13 Other - list and describe.</td>
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<tr>
<td>1 Planning - Assist client in review of Federal Department of Transport Authority’s requirements if required.</td>
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<tr>
<td>2 Health - Assist client in review of Federal Communications Authority’s requirements if required</td>
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<td>3 Work/Roads/Engineering -</td>
<td>F1</td>
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<td>4 Conservation (if required) -</td>
<td>F1</td>
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<tr>
<td>5 Canadian Council for Animal Care - Assist client in preparation of documents and applications required for reviews / comments and approvals.</td>
<td>F1</td>
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<tr>
<td>6 Other - list and describe.</td>
<td>F1</td>
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Contract Order

17- Date: 12/6/17

Project Title:

Building # #REF!

Project #:

To: #REF!

Fax #: #REF!

Email #REF!

Attn: #REF!

Re:

Subtotal $0.00

Harmonized Sales Tax $0.00

TOTAL $0.00

U of G Service Provider Standard Terms and Conditions apply.

WHEN INVOICING, PLEASE REFER TO CONTRACT ORDER #

<table>
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<th>Fund</th>
<th>Unit</th>
<th>Grant</th>
<th>Project</th>
<th>Object</th>
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Authorized by: ____________________________

Originator: #N/A

Co-Ordinator: #N/A

Manager: #N/A

Send Invoice to: pr_ap@pr.uoguelph.ca

Attn: #N/A
The following terms and conditions will apply to all contracts/agreements for services provided by the undersigned Service Provider to the University of Guelph:

**Article 1.0 - Services**

1.1 Generally, the Service Provider will provide the services as required by University of Guelph as defined by a contract order or other service agreement and shall include these terms and conditions.

1.2 Service Provider shall perform all services under the direction of an experienced and competent supervisor.

1.3 All requests, reports, invoices and other related documentation shall be considered as confidential information of the Client and shall not be distributed without the consent of the Client.

**Article 2.0 - General Conditions**

2.1 The Service Provider shall preserve and protect the rights of the parties under this Contract / Agreement with respect to work to be performed by any additional service providers under contract to the Service Provider, and shall:

   .1 incorporate the terms and conditions of this Contract / Agreement into all contracts or written agreements with any additional service providers; and

   .2 be as fully responsible to the Client for the acts and omissions of any additional service providers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Service Provider.

2.2 The Physical Resources Directorate of the University of Guelph ("Physical Resources"), J. C. Hersey Building, 117 College Avenue East, Guelph, Ontario is the Client’s entity charged with planning, design, construction, operation, maintenance and custodial services for the University's Physical Plant. The Service Provider shall take direction from and report only to the Client’s representative as designated by Physical Resources unless directed otherwise by the Client’s representative.

2.3 Time shall be of the essence under this Contract / Agreement.

2.4 This Contract shall be governed exclusively by the laws of the Province of Ontario. The parties shall attorn to the jurisdiction of the courts of the Province of Ontario in all matters arising under this Contract / Agreement requiring adjudication by the courts. Any action arising under this Contract / Agreement shall be commenced and tried in the appropriate court located in the City of Guelph.

**Article 3.0 - Client Responsibilities**

3.1 Client shall provide information pertinent to the supply of services. The Service Provider is expected to verify the information if it is expected to be used for the supply of services.

3.2 Client shall authorize a person to act on the client’s behalf with respect to the supply of services. In the absence of such authorization, the signatory to this agreement is deemed to be the Client’s representative.

3.3 Client shall review the documentation provided by the Service Provider and give the Service Provider timely responses for the orderly progression of the work.

3.4 Client shall pay for any required permits for the work.

**Article 4.0 - Insurances**

4.1 The Service Provider shall secure and maintain throughout the full period of this Contract / Agreement, the following insurances and at the minimum limits noted – comprehensive general liability at $2,000,000, owned and non-owned auto at $2,000,000, valuable papers and media coverage at $250,000 and professional liability at $2,000,000 per claim and $5,000,000 in the aggregate. Client is to be named as “additional insured” on certificate. Proof of insurance coverage is to be provided to the Client.

**Article 5.0 - Workplace Safety and Insurance Board ("WSIB")**

5.1 Service Provider confirms that all employees, officers, executives, directors and owners are covered by the WSIB and that no exemptions apply to officers, directors or others. Independent Operator Status under the WSIB Act is not permitted. Proof of insurance coverage is to be provided to the Client.

**Article 6.0 – Safety Management Program**

6.1 Service Provider shall provide written evidence that their employees have received proper training in the recognition of hazards and safe work practices and that they will use all required Personal Protective Equipment (PPE) required for the job.

6.2 Service Provider will provide written acknowledgement that they have read and will comply with the Occupational Health and Safety Act (OH&S) of Ontario and all pertinent regulations.

6.3 Service Provider will comply with all required reporting requirements of OH&S including notification to Ministry of Labour and University of Guelph as may be required.

**Article 7.0 - Payment**

7.1 The Client will pay the Service Provider upon receipt of invoices acceptable to the Client on account of the fee (which includes normal disbursements) and approved expenses together with such value added taxes as may be applicable.

**Article 8.0 – Termination**

8.1 The Client or Service Provider may terminate this Contract / Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective ten (10) calendar days after receipt of such notice.

8.2 Irrespective of which party shall effect termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate the Service Provider for services rendered and actual costs incurred. Services shall include those rendered...
up to the time of termination, as well as those directly associated with termination itself. Costs shall include those actually incurred up to the time of termination, as well as those associated with termination and any approved post-termination activities.

**Article 9.0 - Suspension**
9.1 Upon ten (10) calendar day’s written notice to the Service Provider, the Client may suspend the Service Provider's work. Suspension for any reason exceeding sixty (60) calendar days shall make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Contract / Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Service Provider, and the Service Provider shall be compensated for services performed and charges incurred prior to the suspension date.

**Article 10.0 - Dispute Resolution**
10.1 Should the Service Provider have a dispute with any item under this Contract / Agreement, the Service Provider shall provide written detailed and factual notice of any such item(s) in a timely manner and prior to the provisions of the services.
10.2 A written response of the findings concerning the item(s) under dispute that were made known by the Service Provider will be provided by the Director, DEC to the Service Provider within ten (10) working days of receipt of the notice of dispute.
10.3 Should the Service Provider be dissatisfied with the findings, the Service Provider shall provide, within five (5) working days, a written request to enter into negotiations on the matter with the Owner’s Representative.
10.4 Should negotiations fail within a period of ten (10) working days, the Service Provider shall provide, within five (5) working days, a written request for mediation to be conducted under the requirements of the CCDC – 2 2008 including any pertinent University supplementary conditions and CCDC – 40.

**Article 11.0 – Indemnification**
11.1 Except for damages caused by negligence of the Client, the Service Provider shall defend, indemnify and hold the University harmless from all claims, actions, demands, loss and cases of action arising from any injury or any damage when such injury or damage in whole or in part results from the acts of the Service Provider.

**Article 12.0 - Conflict of Interest**
12.1 The Service Provider agrees and certifies that no person either natural or body corporate, other than the Service Provider, has or will have any interest or share in this proposal or in the proposed Agreement; there is no collusion or arrangement between the Service Provider and any other Service Provider(s) in connection with this Project; and the Service Provider has no knowledge of the contents of other Proposals and has made no comparison of figures, agreements, arrangements, expressed or implied, with any other party in connection with the making of the Proposal. Should a conflict of interest arise during the course of the work, the Service Provider will notify the University immediately.

**Article 13.0 - Notices**
13.1 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing. The addresses for official notice shall be as stated in Article 2.0. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

**Article 14.0 – Accessibility for Ontarians with Disabilities Act (AODA)**
14.1 Service Providers must comply with the accessibility standards established under the AODA and must ensure that training on the requirements of the accessibility standards are provided to their employees. Service Provider will provide written acknowledgement that they have read and provided AODA appropriate training.

**Article 15.0 – Human Rights**
15.1 The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties agree to comply with the provisions of the Client’s Human Rights Policy and any subsequent related policy or procedures that the Client may approve. The Service Provider may refer to www.uoguelph.ca/hr/hr.shtml for more information.

**Acknowledgment:**

Signed at __________________________ on the ___ day of __________, 20__.

Name: ______________________________

Address: ____________________________

Telephone Number: __________________

Fax Number: _________________________

E-mail Address: ______________________

Authorized by: ________________________  Witnessed by: ________________________

signature                                       signature

printed name and title                        printed name and title

________________________________________

________________________________________