REQUEST FOR SUPPLIER QUALIFICATION

Consultant Prequalification 2021

for use with Bonfire

8/1/2021
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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 $200,000.

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 3-year period from May 1, 2021 to April 30, 2024. Prior to the expiry of the 3-year term, a new RFSQ for consultant prequalification will be issued.

The Consultant VOR lists are as follows:
- Architectural – typical services for small scale renovation or small scale additions
- Structural – typical services for small scale renovation or small scale additions
- Mechanical – typical services for small scale renovation or small scale additions
- Electrical – typical services for small scale renovation or small scale additions
- Civil – storm water management, sewers, water services, roads
- Building Restoration – for exterior envelopes and façades including building science as may be required

The second stage involves a future request for fees (Request for Proposal) to be sent to selected consultants on 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 Architectural consultants. Architectural consultants would be expected to solicit fees from other discipline consultants that are on the pertinent established VOR lists.

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. Assignments will vary in project value from $0 to $200,000.

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
(at the time the Design Standards were published) 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/system/files/design_standards_april_2019.pdf

Compliance Criteria

Full compliance to the Design Standard is mandatory on projects involving any new construction except where a standard is no longer code compliant. Full compliance to the Design Standard is mandatory for new installation within projects involving significant renovations where a standard is no longer code compliant. 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 including those standards which are no longer code compliant 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 providing a design solution that 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 and in a timely manner as soon as they become evident.

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 – January 8, 2021
- RFSQ Submission Deadline – February 4, 2021
- Evaluation by Physical Resources Committee – February and March 2021
- Issue final VOR List – April 1, 2021
- New VOR List goes into Effect – May 1, 2021

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 who have initiated a legal proceeding against the University or against whom the University has a claim or has initiated a legal proceeding. If legal action is commenced by or against a Proponent after pre-qualification for another University project and at any time up to award of a contract, the Proponent will be declared ineligible to be awarded a contract and removed from consideration.

No proponent who is in litigation with the University (a Litigating Entity) may submit a proposal regardless if the litigation is related or unrelated to the subject matter of this RFSQ. A Litigating Entity includes any person, corporation, partnership or other entity which has one or more individuals as officer, director, partner, shareholder, owner or part owner in common with the Litigating Entity.

If removal occurs prior to receipt of a proposal from the Proponent, the Proponent will be notified, advising the Proponent of the Proponent’s removal from any pre-qualification list. Any proposal received from such a Proponent will not be considered.

If removal occurs during receipt of or evaluation of any proposals, the Proponent will be declared as ineligible and any proposal 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. **TOBACCO AND SMOKE-FREE CAMPUS POLICY**

Smoking, vaping or consumption of tobacco or cannabis products in any form is forbidden on any and all of the Owner’s property. Failure to comply will require offenders to leave the property and may result in loss of future business. Repeat offenders shall be removed from the Owner’s property.

1.12. **ANTI-CORRUPTION AND BRIBERY**

Proponents acknowledge and agree to: (i) comply with all applicable anti-corruption and anti-bribery laws, including the Canada Corruption of Foreign Public Officials Act and Criminal Code, U.S. Foreign Corrupt Practices Act, U.K. Anti-Bribery Act and similar laws, as applicable; (ii) not offer, promise or pay, directly or indirectly, money or anything of value to any government official in order to influence a government official, induce a government official to do or omit to do any act in violation of a lawful duty, obtain or retain business, or to otherwise gain an improper advantage to the Proponent or the University in any way; (iii) keep complete and accurate records of all transactions and expenses related to the RFP; (iv) not hire sub-agents or subcontractors to interact with government officials or a government entity on the University’s behalf without prior written approval; and (v) ensure that the Proponent has taken or will take internal steps or procedures designed to ensure that the risk of corruption and bribery during the course of the RFP is eliminated.

1.13. **ANTI-COLLUSION**

Each Proponent acknowledges and affirms that the Proponent will: (i) not be involved in determining pricing of a Proposal of another Proponent; (ii) not coordinate its Proposal with any other Proponent; (iii) keep and continue to keep its Proposal confidential until the conclusion of the RFP and selection of the successful Proponent, if any; (iv) ensure that no member of its Proponent team has entered into any agreement or
arrangement with any Proponent or its Proponent team which may affect the Proposal(s) submitted by the Proponent or another Proponent; and (v) not engage in any activity or communication that results in a Conflict of Interest, collusion or a violation of any of the civil or criminal provisions of the Competition Act (Canada); and any other non-collusion requirements.

No person, firm or corporation, nor any person representing a Proponent and/or participating in the submission of the Proposal, has directly or indirectly entered into any discussion, communication, agreement or arrangement with any other Proponent, whereby the Proponent, in order to induce acceptance of the Proposal by the University or otherwise in connection with the RFSQ, has paid or is to pay or provide to any other Proponent anything of value, and that the Proponent has not, directly or indirectly entered into any discussion, communication, arrangement or agreement with any other Proponent or Proponents that could have the effect of reducing competition in respect of the subject matter of this RFSQ.

1.14. **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 Vender to review the evaluation.

2. **Definitions**

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

**Consultant** – means the architectural or engineering firm who has an Architect or an Engineer licensed to practice in Ontario on staff and could also mean a firm providing specialty services for the project.

**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 works.

**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.

**The University** – means the University of Guelph

3. **Instructions to Proposents**

3.1. **Submission Requirements**

Proposents 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 one (1) 8 ½” x 11” page, double 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
9. The location of the offices from which staff will be assigned.

For each discipline for which the Proponent wishes to be considered, provide a table of no less than ten (10) current or completed and comparable small scale projects undertaken with the University of Guelph, other universities or colleges, schools, hospitals and specialized healthcare, 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.
7. Project Team members – names of the firms, the key personnel and respective roles

Note: For every three successful University of Guelph projects included, the Proponent will earn an additional point. A maximum of two additional points can be awarded in this category. Refer to Section 5.1.2. for scoring breakdown.

Providing less than the minimum number of projects requested above will have an effect on the points assigned to the Proponent under experience.

3.1.3. QUALITY CONTROL

(Maximum of two (2) 8 ½” x 11” pages, double 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.
5. Discuss your position on error & omissions and show how it should be addressed.

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.

3.2.1. 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.

3.2.2. INSURANCES
A signed, valid, “Certification of Insurance” on a standard form provided by a nationally recognized insurance company is required. The certificate must include 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 $4,000,000 in the aggregate.

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.

3.2.3. 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) by providing a current certificate of clearance from WSIB.

### 3.2.4. Authorization to Obtain Financial Information and Provide Reference Checks

Each Proponent shall include a signed letter authorizing the University to obtain financial information and conduct reference checks on the Proponent as the University may require. Include contact information for the Proponent’s account/bank manager at the financial institution that the Proponent normally deals with for normal firm business, and contract information for the Proponent’s account manager at the accounting firm that the Proponent has dealt with for the past three years.

### 3.2.5. Additional Required Submission Forms

#### 3.2.5.1. Declaration of Conflict of Interest

Include a completed Declaration of Conflict of Interest, found in Appendix AA.

#### 3.2.5.2. Confirmation of Terms and Conditions

Include a completed Confirmation of Terms and Conditions (Appendix BB) to acknowledge review, understanding and acceptance thereof.

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

- **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
- **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.
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The requirements for the Submission are outlined in Section 3.

The evaluation process is outlined in Section 5.

The University will not consider proposals from Proponents or award contracts to Proponents who have initiated a legal proceeding against the University or against whom the University has a claim or has initiated a legal proceeding. If legal action is commenced by or against a Proponent after pre-qualification for another University project and at any time up to award of a contract, the Proponent will be declared ineligible to be awarded a contract and removed from consideration.

No proponent who is in litigation with the University (a Litigating Entity) may submit a proposal regardless if the litigation is related or unrelated to the subject matter of this RFP. A Litigating Entity includes any person, corporation, partnership or other entity which has one or more individuals as officer, director, partner, shareholder, owner or part owner in common with the Litigating Entity.

If removal occurs prior to receipt of a proposal from the Proponent, the Proponent will be notified, advising the Proponent of the Proponent’s removal from any pre-qualification list. Any proposal received from such a Proponent will not be considered.

If removal occurs during receipt of or evaluation of any proposals, the Proponent will be declared as ineligible and any proposal not considered.

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

Architectural submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/16d1e9bb84d25a2f8b1d8183425bb32c

Structural submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/0e7a21ea7be299fbadda042111f80248

Mechanical submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/7f013d8b8a7e8e81f2954f75df0f7249

Electrical submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/b132427857622e8fab201b8fa1300a59

Civil submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/761f583973a56699f94afc5454ae4898

Building Restoration submissions:
https://uoguelph.bonfirehub.ca/opportunities/private/51624ff8d5276a993fed3eb5b53a519

4.2. SUBMISSION DEADLINE

Submissions shall be submitted before:

2:00:00 P.M. on February 4, 2021
The Closing Time shall be determined by the Bonfire system. Submissions which complete uploading and 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.

4.4. **Questions and Clarifications**

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

The University of Guelph, Physical Resources
Design, Engineering and Construction
Fax: 1-519-837-0581

*Attention: Ashley Feeney*
*Project Manager*
*e-mail: afeeney@pr.uoguelph.ca*

*before 2:00:00 P.M. on January 27, 2021*

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 B. 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 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) and Ontario-Quebec Trade and Cooperation Agreement and Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

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 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.

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
REQUEST FOR SUPPLIER QUALIFICATION
Consultant Prequalification 2021

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.

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.

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 AA, 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 BB.

5. SUBMISSION EVALUATION

5.1. SELECTION PROCESS

Upon receipt of all Submissions submitted by the specified deadline, each part of the submission will be reviewed and evaluated separately.

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 may be ruled as non-compliant. Non-compliant submissions will not be evaluated further.

Part II of submissions deemed to be compliant will be forwarded to a Selection / Evaluation Committee for review and evaluation.

5.1.1. RECTIFICATION

Proponents may be provided with the opportunity to rectify any deficiencies in Part II of any submission within one (1) business day from notification thereof if Part II of a submission has any one of the following deficiencies:

- missing of any mandatory forms;
- missing signatures or dates on any required mandatory form; and
- conflicts between written materials and any mandatory forms.

Submissions with the identified deficiencies rectified within the rectification period and thereof deemed compliant, will be forwarded to a Selection / Evaluation Committee for review and evaluation. Failure to rectify a deficiency with the rectification period will result in the Proponent’s submission being declared as non-compliant.

5.1.2. INITIAL EVALUATION

An evaluation team of at least three (3) individuals will evaluate Part I 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 – 10 basis following scoring criteria: 1 – 3 for dominantly below average (clearly shows a differential), 4 – 7 for about average (insufficient information to make a clear decision) and 8 – 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:

### Evaluation Score Sheet

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Score (1 - 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 – Institutional Projects</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>References may be checked</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>14</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**University of Guelph Experience (Additional Points)**

| Successful Projects Completed | N/A | Scored as a 1, 5 or 10 | 1 = less than 3 successfully completed projects  
5 = 3 to 5 successfully completed projects  
10 = 6 or more successfully completed projects |
| Working Relationship | N/A | Scored as a -10, 0 or 10 | -10 = poor experience, 0 = no relationship,  
+10 = positive experience  
Scoring based on any number of the following criteria: bid prevalence, responsiveness, quality of documentation & thoroughness, problem solving skills, crisis management, general customer service and fair & competitive pricing |

**Total**

5.1.2.1. **Reference Checks**

Five (5) of the references provided by each Proponent may be contacted by the Project Manager / Lead (or designate).

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 0 - 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?
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 average score of not less than 120 (75%) out of the total possible score of 160.

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 Vendor 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
REQUEST FOR SUPPLIER QUALIFICATION
Consultant Prequalification 2021

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.
Appendix A DECLARATION OF CONFLICT OF INTEREST

REQUEST FOR SUPPLIER QUALIFICATION
Project Number: Consultant Prequalification 2021

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: ...............................................................................................................................................................................
REQUEST FOR SUPPLIER QUALIFICATION
Consultant Prequalification 2021

Appendix B  CONFIRMATION OF TERMS AND CONDITIONS

REQUEST FOR SUPPLIER QUALIFICATION
Project Number: Consultant Prequalification 2021

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 terms and conditions as listed in the RFSQ.

Unless expressly indicated otherwise in the submission, or unless otherwise agreed to by the University, all the terms and conditions of this Request for Supplier Qualification are accepted by the Proponent and incorporated in its fee proposal that may 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 RFSQ process.

I/we agree that any additional terms and conditions noted or attached which are considered as extraneous by the University may render the entire submission as non-compliant and not considered further.

I/we herein acknowledge receipt of Addenda #______ to #______ inclusive.

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

Signature of Signing Officer: ________________________________________
(I have the authority to bind the Corporation)

Print Name: ____________________________________________________
Title: ___________________________________________________________
E-Mail Address: __________________________________________________
Address: _________________________________________________________
Postal Code: _______________________________________________________
Date: ____________________________________________________________
Phone # (_____)__________________________________________________
Fax # (_____)_____________________________________________________
Witness Signature: _____________________________________________
Witness Printed Name: ____________________________________________
Appendix C  DRAFT FORMS OF AGREEMENT
Standard Form of Contract for Architect’s Services

ADAPTED FOR

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

**Agreement** – November 2018
Date A1
Client A2
Architect A3
Project A4
Construction Budget A5
Construction Contract A6
Professional Services A7
Client Responsibilities A8
Consultants A9
Fees and Reimbursable Expenses A10 – A15
Language A16
Notice A17
Dispute Resolution A18
Other Terms of Contract A19
Signing page

**Definitions** – OAA Document 600, 2008 D1-D2

**General Conditions** – OAA Document 600, 2008
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** – November 2018

**Schedules**
Schedule A – Services of the Architect and Responsibilities of the Client
Schedule B – List of Architect’s Personnel Assigned to the project
Schedule C – List of Consultants
Schedule D – Architect’s Proposal
Schedule E – Updated Documents
AGREEMENT

A1 This contract made as of the __________ day of [the month] in the year of 20____________

[Insert date of letter of intent]

A2 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

A3 and the architect: [Insert firm name, Street address City Postal Code and contact numbers]

A4 For the following project: [Describe, with name, project number and brief description]

A5 with the following construction budget: [Insert an amount for the budget]

A6 The anticipated construction contract is: [Describe - CCDC2 lump sum, construction, management, etc.]

A7 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 affixed to this contract:

Schedule A – Services of the Architect and Responsibilities of the Client

A8 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 affixed to this contract. The architect is expected to review and comment on the information if it is expected to be used for the project and the architect shall be entitled to reply upon such information:

Schedule A – Services of the Architect and Responsibilities of the Client

In the event that this information changes materially or is altered by conditions beyond the control of the architect, the Client and the architect shall negotiate and agree on adjustments to the project schedule, the architect’s services and the architect’s compensation.

A9 The architect shall coordinate the services of the following consultants:

.1 engaged by the architect: Refer to Schedule C
.2 engaged by the Client: Refer to Schedule C
The Client shall pay fees which includes expenses to the architect when acceptable invoices are submitted as set forth below:

A10 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 for services: 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, percentages can be adjusted) – refer to OAA guide for other examples:*

**Fee for services**, which includes the reimbursable expenses identified in A11, 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 estimate of construction budget at the commencement of phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic design</td>
<td>10.5%</td>
<td>of ____% of the agreed estimate of construction budget at the commencement of phase</td>
</tr>
<tr>
<td>Design development</td>
<td>12.5%</td>
<td>of ____% of the agreed estimate of construction budget at the commencement of phase</td>
</tr>
<tr>
<td>Construction documents</td>
<td>45%</td>
<td>of ____% of the agreed estimate of construction budget at the commencement of phase **</td>
</tr>
<tr>
<td>Bidding or negotiating</td>
<td>5%</td>
<td>of ____% of the agreed estimate of construction budget at the commencement of phase **</td>
</tr>
<tr>
<td>Construction - contract administration</td>
<td>25%</td>
<td>of ____% of the actual final construction cost</td>
</tr>
<tr>
<td>Post construction</td>
<td>2%</td>
<td>of ____% of the actual final construction cost</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 may be adjusted if the accepted bid price (after consideration of all alternatives and adjustments) is not greater than 7.5% 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** may only be incurred with the prior approval of the Client. Any such fee must include the reimbursable expenses identified in A11. 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 on prior to the performance of the services in respect of the change, the fee which includes expenses identified in A11 shall be at an hourly rate of:

<table>
<thead>
<tr>
<th></th>
<th>$___________ per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td></td>
</tr>
<tr>
<td>Senior staff</td>
<td></td>
</tr>
</tbody>
</table>

{Project Name – Month / Year}
Intermediate staff $____________ per hour
Junior staff $____________ per hour
Clerical $____________ per hour

[Edit Note: This list should match that used in Schedule B]

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.

The architect agrees that the personnel assigned to the project are those listed in Schedule B to this contract or as subsequently changed by mutual agreement.

A11 The Fee is to cover all expenses except reimbursable expenses as listed in A12. 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, bid and construction documents, specifications and other documents whether for the architect’s and the consultant’s office use or not.

.4 In addition to sentence .3 above, additional graphic and visual materials for Client’s use including marketing documents, architectural renderings, architectural models, 3D computer modeling and mock-ups.

A12 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 Except as required under GC 1.2.3., any additional 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 a reasonably prudent architect in similar circumstances, or undue delays by the Client, the Client’s consultants or the Contractor, 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).

A13 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.

A14 The Client shall pay the architect in accordance with the Construction Act upon receipt of acceptable proper 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.

A15 An unpaid invoice shall bear interest, calculated monthly at the rate of 1% 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 unless the lien is the result of action taken by the Client.

A16 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.

A17 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.

A18 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 in general accordance with the requirements of CCDC – 40.

5. If a dispute under mediation is not settled within a period of one hundred and eighty (180) calendar days, the dispute shall be referred to and finally resolved under the rules of the Arbitration Act 1991, S. O. 1991, Chanter 17, Ontario.
Other Terms of contract:

A19 The Client and the architect agree as set forth in the following other terms:

19.1 Commencement of Work

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

19.2 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.

19.3 Consultants retained by the architect

The architect shall protect the rights of the Client under this contract with respect to work to be performed by consultants, by:

.1 entering into contracts or written agreements with consultants to require them to provide full consulting services for a complete and operational project and to accept full responsibility for their design and to perform their work as provided in this contract, a copy of which is to be made available to the Client upon request;

.2 incorporating the relevant 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, errors and omissions of consultants and of persons directly or indirectly employed by them as for acts, errors and omissions of persons directly employed by the architect for the project.

19.4 Consultants retained by the Client

The Client shall protect the rights of the architect under this contract with respect to work to be performed by consultants, by:

.1 entering into contracts or written agreements with consultants to require them to provide full consulting services and to perform their work as provided in their contract, a copy of which is to be made available to the architect upon written request;

.2 incorporating the relevant terms and conditions of this contract into all contracts or written agreements with consultants.

19.5 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.
19.6 Time of the Essence

Time is critical 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. Notwithstanding the foregoing, if circumstances arise outside of the architect’s control (or the control of a person for whom the architect is legally responsible for under this Agreement) which prevents the architect from complying with any provisions of this Agreement concerning time, the architect shall at all times nevertheless perform the required services or fulfill the time requirements under this Agreement as diligently and expeditiously as possible, consistent with sound professional practices.

19.7 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.

19.8 Human Rights and Sexual and Gender Harassment Policies

The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties whether named or not agree to comply with the provisions of the Client’s Human Rights Policy and any subsequent policy or procedures related to human rights and sexual and gender harassment that the Client may approve. The architect shall refer to www.uoguelph.ca/hre/hr.shtml for more information.

19.9 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 require all of its sub-consultants similarly do the same;
(b) require 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.

19.10 Tobacco and Smoke-free Campus Policy

Smoking, vaping or consumption of tobacco or cannabis products in any form is forbidden on any and all of the Owner’s property. Failure to comply will require offenders to leave the property and may result in loss of future business. Repeat offenders shall be removed from the Owner’s property.

19.11 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 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 that 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 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.

GC3
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.

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

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:

“PROPER INVOICE

A proper invoice means a complete invoice as described in SC 20.”

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

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

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

From the first paragraph, delete: “building permit 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 cost of any change in the work which was required as a result of:

- the negligence of, or material breach of the obligations under this agreement by the architect or its employees or Consultants retained by the architect to the extent the cost of any change in the work exceeds what the cost would have been incurred but for the negligence or breach of the obligations under this agreement;

- permit fees; and

- all applicable taxes including such value added taxes as the GST/HST, whether recoverable or not.”

except in instances where the cost of the change gives added value to the project as agreed to by both Client and the architect.

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”:

- co-ordinate and reviewing the services of consultants in order that the scope of professional services required under this contract are provided.”

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

To the end of the definition, add: “including all documents issued during construction phase and as approved by the Client”.

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

“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 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 conformity with the construction contract documents, and to report, in writing, to the Client, contractor and chief building official.”

SC 9. Add the following paragraph to the definition of “project”:

“Unless specifically excluded elsewhere in directions given to the architect, the project also 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.”

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 and all allowable reimbursable expenses by the Federal or Provincial Government 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 architect 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 Amend GC 1.2.7 by adding:

“comparable to that required of the architect for similar services.”

.3 Revise GC 1.2.8 to read as follows:

“ensure that the Client’s total project budget includes contingencies for design and pricing, cost escalation and unforeseen circumstances that arise or become apparent during the course of the project.”

.4 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. Associate 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 Associate Vice President responsible for Physical Resources or the Director of Design, Engineering and Construction or their supervisors will appoint the Client’s representative. The architect shall take direction from and report only to the Client’s representative as appointed 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 fully informed of all pertinent matters of which the architect is aware and make every reasonable effort to provide sufficient time and that opportunity to the Client to assess recommendations made by the architect.”

3 Add new GC2.5 as follows:

“It is the architect’s responsibility to require and to co-ordinate the delivery of full consulting services for a complete and operational project and to accept full responsibility for their design from the consultants engaged by the architect as required by this agreement.”

4 Add new GC2.6 as follows:

“The architect may be asked to provide a copy of the scope of services or any other similar instrument used to engage a consultant for consulting services required should a concern arise about the required services be made known to the Client and upon request by the Client. The purpose of the request is to confirm the scope of the consulting 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 unless doing so would contravene applicable law. Should the architect become aware of such a contravention, the architect shall inform the Client and make every effort to provide sufficient time and that opportunity is afforded the Client to assess the matter.”

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 design the project 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 GC3.2 by inserting the following paragraph after the title:

“The architect is expected to provide periodic estimates, in the class as specified herein, of the probable construction cost at various stages of the project. The estimates of construction cost shall be computed on an elemental quantity basis, using the CIQS system, or other means acceptable to the Client, using material quantities derived from the documents prepared by the architect at the appropriate stages of the project and through the engagement of a Cost Consultant.”
.3 Amend GC3.3 by adding the following sentence to the end of the paragraph:

“In such an event, the architect shall not be entitled to any adjustment in the Fee resulting from these circumstances until such time as the issue is resolved by one of the means set out herein.”

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

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

SC 15. GC4 CERTIFICATE FOR PAYMENT

.1 Add new GC4.3 as follows:

“No later than five (5) working days prior to the final working day of any month, meet with the Contractor to review and evaluate the Contractor’s proposed application for payment for the month. Provide the Contractor with information related to the proposed application for payment so that the Contractor may finalize and submit a proper invoice to the Client.

.2 Add new GC4.4 as follows:

“No later than five (5) working days after receipt of a copy of the Contractor’s application for payment, issue to the Client a certificate of payment, certifying the total amount of the work completed during the period of the invoice.”

SC 16. 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, only for use for future renovations and additions and facilities management 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.”

.2 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.”

“The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless, the architect, its officers, directors employees, consultants retained by the architect, against any damages, liabilities or costs arising or allegedly arising from or in any way connected with the reuse or modifications of the deliverables by the Client or any other persons or entity that acquires or obtains the deliverables from or through the Client.

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

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.4 Add new GC5.6 as follows:

“As a condition precedent to the use of the electronic documents including 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.”

.5 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).”

.6 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.”

SC 17. GC6 PROJECT IDENTIFICATION

.1 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.”

.2 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.”

SC 18. GC7 LIABILITY OF ARCHITECT

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

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

.1 “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 three million dollars ($3,000,000.00) for any one occurrence and in aggregate 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 three million dollars ($3,000,000.00) for any one occurrence and in aggregate;

.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 and in the possession of the architect at the time of loss or damage, in an amount of no less than three hundred thousand dollars ($300,000.00).
.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 shall contain a waiver of subrogation rights which the architect's insurers may have against the Client, if such term is available in the market; and

.5 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 at its own cost, the following insurance:

.1 professional liability insurance to cover claims made for negligent acts, errors or omissions in the performance of the architect’s professional services with limits of not less than two million dollars ($2,000,000.00) per claim and four million dollars ($4,000,000.00) in the aggregate for claims on the project, and eight million dollars ($8,000,000.00) aggregate for all claims that arise against the architect in the policy period, and a deductible not to exceed fifty thousand dollars ($50,000). 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 construction contract.

.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, professional liability insurance to the extent reasonable for their duties and responsibilities and 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.

.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.
It is intended that the liability for negligent acts, errors or omissions in the performance of the architect’s services is limited to the amounts specified for professional liability policy limits for insurances under GC7.4. For greater certainty, any other liabilities and obligations of the architect not covered by the professional liability insurances required under GC7.4 shall not be restricted to the insurance policy limits set out in this contract under GC7.1.

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 not acceptable 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.

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.

The architect and its Consultants shall indemnify and hold harmless the Client (and those for whom it is in law responsible) from claims, damages, liabilities, losses, costs, including reasonable legal fees and defense costs made by third parties arising out of or incident to any property damage or personal injuries including, but not limited to bodily injury and/or death to the extent caused by any negligent act, 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.

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.

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 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 and approval.

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

SC 19. **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 one hundred and eighty (180) days next following the date of suspension, the architect has not received instructions to recommence the project, then this Agreement shall terminate and, except for the payment of any fees including approved termination expenses 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 either convenience or for failure of the architect to perform the services as required by this contract.

.2 If the Client terminates the whole or any part of the provision of the services, for convenience, then:

.1 The Client shall pay the architect for those fees and reimbursable expenses attributable to the part of the services performed in accordance with this contract to the date of receipt of such termination by the architect;

.2 The architect shall have no claim against the Client except for such of the services as have satisfactorily performed by the architect up to the date of receipt of such notice, and

.3 If the Client terminates the whole or any part of the provision of the services, due to failure of the architect to perform the services required by the contract, then:

.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 in accordance with this contract to the date of receipt of such termination notice by the architect; subject in the case of any such termination, to resumption of responsibility by the architect if and to the extent that such termination is lifted by written notice from the Client.

.2 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 date of receipt of such notice; and

.3 nothing contained in this subsection shall limit the rights of the Client to recover damages from the architect arising from the failure of the architect to perform the services in accordance with 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 as a result of the architect’s failure to perform.
.4 The architect may, by written notice, of not less than 15 days, terminate the contract for any of the following reasons:

.1 Substantial failure by the Client to perform the required services in accordance with the terms and conditions of this contract and through no fault of the architect;

.2 Non-payment of an invoice from the architect acceptable to the Client within 90 days;

.3 Assignment of this contract or transfer of the project to any other entity without prior consent of the other party, unless the contract has been terminated by the Client in accordance with the terms and conditions of the contract; and

.4 Substantive material changes in the conditions under which this contract was entered into, the scope of services or the nature of the project and the failure to reach an agreement on the compensation and schedule adjustments necessitated by such changes.”

.5 Subject to the provisions of the Architects Act and Regulation 27, the Client may appoint any other qualified person or persons in the place and stead of the architect to perform the services or any portion thereof.

.5 Delete GC8.10.

.6 Revise GC8.11 by replacing “sixty days” with “one hundred and eighty (180) days”.

.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 failure of the architect to perform the services required by this contract, 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 where such variance is due to factors in the architect’s control, no termination expenses are payable, subject to and without prejudice to the Client’s right 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 20. 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.”
Delete the first sentence of GC12.1 and replace with the following:

“Subject to GC12.10, any acceptable proper invoice submitted by the architect under this contract is due and payable within twenty eight (28) days after submittal of the acceptable proper invoice to the Client provided the invoice meets the Client’s requirements for format and supporting documentation and is considered fair and reasonable by both the Client and the architect in accordance with this contract. An acceptable format for the architect’s proper invoice shall be determined at the outset of the project between the Client and the architect. At a minimum, an acceptable proper invoice shall identify the:

.1  Architect name address and contact information
.2  Client project name and contact information
.3  architect’s and the University’s project number(s),
.4  HST registration number
.5  invoice number and period covered
.6  original value of the agreed fees (including reimbursable expenses) and allowable expenses (identified separately as applicable),
.7  value of changes to the original agreed fees (including reimbursable expenses) and allowable expenses (identified separately as applicable),
.8  total amounts of fees (including reimbursable expenses) and allowable expenses invoiced (identified separately as applicable),
.9  lien holdbacks and lien holdback releases,
.10 amount previously paid,
.11 amount being invoiced, and
.12 value added taxes such as PST, GST or HST; and
.13 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 electronically and made on account for approved 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:

.1 adding the words “Subject to GC12.13” at the start of the sentence and the words “or unless otherwise set forth or permitted under this contract.” to the end of the sentence; and
.2 adding the new sentence “Deductions may be made in the circumstances of a lien, as provided in GC15” to the end of the paragraph;
Amend GC12.5 by numbering it GC12.5.1 and then add the following paragraphs .2, .3 and .4:

.2 “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, to the extent reasonably possible in the circumstances, the anticipated additional compensation to which the architect believes it would be entitled to. 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, including if the architect chooses to invoke the dispute resolution process with respect to its claim for additional compensation.

.3 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. The architect acknowledges that this notice provision is of the essence to allow the Client to plan and undertake alternative approaches. Should the architect fail to provide timely notice or should the architect undertake what the architect believes to be additional work without giving the prior notice required by GC12.5.2 including, at a minimum, notice that the architect claims it is entitled to additional compensation, the architect shall be disentitled to claim any amount by way of additional compensation for the work or services in question, unless the Client, in its sole and absolute discretion, opts to waive this requirement and consider the architect’s request.

.4 In the event there is a dispute regarding whether 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 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, under any circumstance or by any means, the architect shall immediately inform the Client in writing setting out the architect’s assessment and recommendations related to any extension of time that may be requested, the reasons for the extension, the steps that may be taken to overcome the potential delay.

In addition, the architect shall provide timely notice to the Client whether the architect intends to claim for additional fees pursuant to GC12.6 in the circumstances in accordance with GC 12.5.”

.6 In sentence GC12.9, replace the reference to “article A11” with Article A12”.

.7 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.*
Add new GC12.12 as follows:

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

.1 For the purposes of the Construction 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 Act and as it pertains to this contract, the architect shall submit an acceptable invoice to the Client for the holdback amount retained by the Client; and

.3 The Client approved 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 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).]

Add new GC12.13 as follows:

.1 “The Client may refuse to pay all or any portion of the amount payable under an otherwise proper invoice submitted by the architect if, no later than 14 days after receiving the proper invoice from the architect, the Client gives to the architect a written notice of non-payment, specifying the amount of the invoice that is not being paid and detailing all of the reasons for non-payment. If it is later determined that the Client’s non-payment is not due to the fault of the architect, the Client shall pay interest on any amounts retained from the fee at the Bank of Canada rate plus 1%.

.2 Upon receipt of a notice of non-payment from the Client, the architect may elect to accept the reasons for non-payment or dispute the non-payment through an alternative dispute resolution process to which the parties agree, such as mediation or arbitration or both, or failing agreement, through the courts in the Province of Ontario.

.3 Payment for any amounts not in dispute will be made electronically based on the electronic funds transfer (EFT) information provided by the architect and in accordance with this GC 12.

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 (at the time the Design Standards were published) 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 https://www.pr.uoguelph.ca/system/files/design_standards_april_2019.pdf

.2 Compliance Criteria
Full compliance to the Design Standard is mandatory except where they are no longer code compliant on projects involving any new construction. Full compliance to the Design Standard is mandatory for new installation within projects involving significant renovations except where a standard is no longer code compliant. 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 including those standards which are no longer code compliant 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 proposing design solution that are 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. In all cases, applicable codes and standards shall govern.

.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 23. Add new GC15 as follows:

“GC15 CONSTRUCTION LIENS

.1 In the event that a construction lien is preserved against the project through no fault of the Client or those it is responsible for, by anyone claiming through the architect, the architect shall, at its own expense, forthwith take all reasonable steps 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 reasonable 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 reasonable 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 GC15 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 consultant(s) to perform extra work or services without the agreement of the architect or where any claim for fees remains unresolved.
Subject to paragraph GC15.2, 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 in excess of the statutory lien holdback.

SC 24. 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 first obtain from such employees or Consultants, as the case may be, a legally binding undertaking executed by such employees or 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 may disclose confidential information provided to the architect by the Client, to any Consultant engaged by the architect or other third party, if the architect discloses only such information as is necessary to fulfill the purpose of this contract and the architect has included a commensurate confidentiality provision in its contract with the Consultant or the third party.

.5 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.
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.

Where it may be necessary for the architect to require confidential information from the Client to defend themselves or the Client against any suit or claim, the Client being reasonable, agrees to co-operate with the architect in such cases.

SC 25. Ad new GC17 as follows:

“GC17 CONFLICTS OF INTEREST

.1 During the term of this contract, the architect shall at all times act first in the best interests of the public and then of the Client. The architect and the Consultants engaged by the architect shall render their services with the ordinary skill and care that would be used by other reasonably competent practitioners of the same discipline practising under similar circumstances at the same time and in the same manner.

.2 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 26. 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 as outlined in Appendix A to this contract. The architect shall ascertain the time periods required for reviews by the Client. The architect’s proposed project 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 be expected to make one (1) presentation to the Board of Governors, two (2) presentations to each of three (3) advisory committees: Campus Accessibility Committee, Landscape Advisory and one (1) other to be determined. Allow a minimum of 2 hours for each presentation exclusive of travel and preparation time.

SC 27. 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.
End of Supplementary Conditions
This Schedule A provides a detailed description of those services which are indicated as being the architect's responsibility and of those services which are indicated as being the Client's responsibility, as well as general requirements for the provisions of any services.

### Architect’s Services

**1.0 Architect’s Services**

1.1 The architect's services consist of those services performed by the architect, the architect's employees, and the consultants set forth herein and any other services included in Article A7 and GC 2. They include the provision of normal landscape, civil, structural, and mechanical and electrical engineering services by professional engineers when these consultants are engaged by the architect.

1.2 The architect’s services include the co-ordination of all consultant work required to integrate all parts of the services.

1.3 The architect agrees that the personnel assigned to the project are those listed in Schedule B to this contract. The architect shall not remove from the project any of the listed personnel without the prior written consent of the Client. The Client reserves the right, on reasonable grounds, to request the removal of any partner, principal or employee of the architect, including officers or directors of any constituent corporations in the partnership, from further work on the project. In such event, and within a period of no more than two weeks following such request, the architect shall replace the individual so removed with an individual having at least comparable training and experience and shall obtain the Client's approval of such replacement.

1.4 The architect may retain or utilize consultants in respect of any portion or portions of the architect’s services who or which are approved by the Client. Notwithstanding the foregoing, and as provided in Article A19.3 of the Agreement, the architect is fully responsible for the performance by its consultants' duties hereunder, and shall be responsible to the Client for the negligent acts, errors and omissions of its consultants. The architect and its consultants must be fully responsible for the design including the design intent and will be expected to show that the design meets the design intent.

1.5 The consultants approved by the Client are set out in Schedule C. The architect shall not retain or permit to be retained any consultant to perform any portion or portions of the architect’s services or change consultants without the prior written approval of the Client. 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.

1.6 The Client reserves the right to appoint others, including but not limited to other architects and professional engineers, to provide peer review services of the architect's work and the work of the consultants during the course of the project. The architect acknowledges this right and agrees to cooperate with such peer review as the Client may consider necessary. No review or lack of review by the Client or by persons, firms or agencies providing peer review services shall in any way reduce the obligations or the liability of the architect under this contract.
1.7 The architect shall actively participate in all project review and development meetings, and site meetings, as required by the Client during the project. The architect shall provide meeting minutes of all meetings attended, in a format acceptable to the Client, except that the Contractor will minute all site meetings. In general, Program development, Schematic Design Phase and Design Development Phase meetings shall be held, at a minimum, bi-weekly, attended by the architect and the architect’s consultants as required to review and resolve matters under consideration in a timely manner. In general, Construction Phase – Contract Administration Phase site meetings will be held bi-weekly.

1.8 For the purposes of program development and schematic design development, the architect shall review and comment on all available Client background documentation including but not limited to University of Guelph, Physical Resources Design Standards, stated project objectives and goals, statement of requirements or building program, financial feasibility or study, site evaluation study and any available as-built documentation.

1.9 The architect shall comply with the Client’s Design Standards and the Client’s Master Plan for new buildings and additions, including but not limited to Volume 2: Design Guidelines and Precinct Plans and the completion of reports required therein.

1.10 Where the Work consists of extension(s), addition(s) or renovation(s) to an existing building, structure or utility, the architect together with the architect’s consultants shall:

- make site investigations of all relevant visible existing building conditions as part of each of the Schematic Design Phase, the Developed Design Phase, the Construction Documents Phase and the Construction Phase – Contract Administration as required to accurately determine representative existing conditions and confirm accuracy of available as-built documentation, where available; for which purpose the Client will provide (or with prior approval, reimburse architect for rental costs of) equipment such as ladders, and boom trucks, etc.;
- record findings including site photographs and provide Client with an electronic copy;
- determine effect of existing site conditions on estimate of construction costs submission;
- include in investigations but not limit site measurements, site investigation of assemblies and systems, interviews of building occupants and operating and maintenance staff;
- investigate conditions behind all accessible surfaces (suspended acoustic tile ceilings, access panels, equipment doors, etc.) that may affect the successful completion of the Work; where investigation openings are required in fixed or hard surfaces to ascertain assembly or system construction or condition, Client will arrange for openings to be made. The construction contract shall include for repair of the openings, unless the Client otherwise advises the architect.

1.11 The architect shall review and comment on the Client’s construction budget.

1.12 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.

[Edit note: pick one of the above based on RFP and customize to suit]

1.13 The addition/new building shall be designed in accordance with O.B.C. requirements for energy efficiency to exceed the energy efficiency levels for NRCC or ASHRAE and Supplementary Standard SB-10 for the 2012 Building Code. The architect shall submit documentation the Client to demonstrate
this compliance at completion of each Phase. Energy modelling and documentation will be required to demonstrate compliance.

1.14 The architect shall prepare and submit a project schedule showing key milestones in the project, with particular attention to showing dates on which the architect will make submissions or presentations to the Client, or require information of the Client, and other key dates including University Board of Governors' approvals. Once approved by the Client this shall be the basis against which progress of the architect shall be measured (baseline schedule). The architect shall update and submit to the Client the schedule at least monthly until the award of the construction contract for the project, showing variances relative to the approved baseline.

1.15 The architect shall, at the completion of each phase of the project, provide pertinent documentation including any plans, specifications and estimates of construction cost in the class specified elsewhere herein and seek approval from the Client prior to proceeding to the next phase of the project. The architect shall allow for sufficient time and not less than ten (10) working days for Client's review and approval.

1.16 The architect shall provide services to ensure a complete design and shall be fully responsible for a design that is complete and provides for a completely operational project;

1.17 The architect shall assist the Client in meetings and negotiations related to the preparation of documents, making applications and attendance at public meetings or other meetings for:

1. City of Guelph authorities such as but not limited to, zoning for land use amendments, Committee of Adjustment for minor variances, site development and approval, building permit applications, local Heritage Committee reviews, Works, Roads and Engineering;

2. County of Wellington and Regional authorities such as but not limited to, Health Authority, Conservation Authority;

3. Province of Ontario authorities such as but not limited to, Labour, Health, Fire Marshal, Elevating Devices, Environment, Animals for Research, Ministry of Training Colleges and Universities;

4. Canadian Authorities such as but not limited to Canadian Council for Animal Care.

[Edit Note: review list and edit (add to or delete) as may be required along with a minimum requirement of the number of meetings expected]

5. Allow for a minimum of three (3) meetings for each authority or any department thereof for meetings.

1.18 Unless noted otherwise in this agreement, the architect shall provide project documentation as follows:

1. all drawings in a current AutoCAD version prepared in accordance with the Client’s current CAD Standards including any x-ref drawings;

2. all specifications in a searchable pdf format.

2.0 Schematic Design Phase

The architect shall:

2.1 review the requirements of the site and prepare, with the Client's assistance regarding the Client's functional needs, the written and illustrated program of requirements, except where the Client provides a program of requirements, the architect shall further develop the program of requirements. Where it is to be prepared by the architect, the program of requirements shall include all spatial and functional data, flexibility and expandability concerns, systems and equipment needs (including but not limited to
special systems and equipment), and site requirements, and be in written and graphic format as required to adequately form the basis for the design (also known as the “design brief”);

2.2 Based on the Client’s preliminary program of requirements, identify criteria for site selection and present the same for review and approval by the Client. Using accepted criteria, evaluate the building siting options. Prepare a site selection study and preliminary massing study including building options for three (3) possible sites. Identify preferred site(s) and building in report to the Client. Make presentation of report findings. Site selection study and prepare preliminary massing study to investigate matters such as:

.1 project footprint;
.2 orientation;
.3 relationship to adjacent properties and streets;
.4 points of access, egress, public entrances;
.5 paths of circulation around and into the site;
.6 flexibility for future developments;
.7 functional and special requirements;
.8 proximity relationships;
.9 auxiliary requirements;
.10 loading requirements;
.11 zoning, site and urban planning requirements;
.12 equipment and site furnishings;
.13 occupancy requirements;
.14 quality standards;
.15 parking and access to public transit;
.16 servicing and utilities;
.17 site plan review matters such as storm water management, traffic safety, fire routes, etc.
.18 preliminary costs, with particular emphasis on relative costs.

It is expected that the activities for site selection and development of program (pre-design phase) will occur concurrently.

[Edit Note: for projects that do not include site selection, review the list above and edit _add to or delete) as may be required for the project.]

Activities of the study shall include but not be limited to:

.1 review of all documents available from the Client;
.2 review of buildings of this type, including visiting similar facilities,
.3 meetings with Client representative, users, occupants, operating and maintenance personnel, administrative personnel; and
.4 preparation of a final building Program report summarizing above items and including estimate of construction cost.
2.3 review and comment on the Client’s construction budget in relation to the Client’s program of requirements and the requirements of the site;

2.4 review with the Client alternative approaches to the design of the project and the types of construction contracts;

2.5 review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction;

2.6 based on the 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; the schematic design documents referred to in this paragraph shall include preliminary site and overall floor plans, massing diagrams, building cross sections, conceptual renderings including 3-D computer generated modelling (based on BIM), outline specifications and reports on major building systems (mechanical, electrical, communications, structure, building envelope, finishes, etc.). Where the Work requires temporary occupant relocations, phased, cascaded or sequential occupancies or other disruption (noise, vibration, 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 outlining sequence of major occupant moves/relocations and a report describing the impact of the construction operations on Client’s ongoing activities;

2.7 prepare and submit to the Client a Class D estimate of construction cost based on current area or volume unit costs and the approved schematic design documents;

2.8 in addition to the Class D estimate of construction cost, the architect shall advise the Client regarding the values of such design, pricing and construction contingencies as may be required to accurately describe the estimate of construction cost;

2.9 assist the Client in obtaining the information, surveys, reports and other services described in “Client’s Responsibilities”, including but not limited to preparing terms of reference and obtaining competitive prices for the necessary work; and

2.10 prepare a comprehensive but concise design brief to clearly illustrate all aspects of the proposed project as enumerated above in Article 2.6 and undertake a formal presentation by the entire project team of the Design Brief and the Schematic Design to a meeting of all project Stakeholders with printed and electronic copies of the Design Brief and the Schematic Design including 3-D computer generated modelling (based on BIM) made available to the Owner.

2.11 seek approval from the Client prior to proceeding to the next phase of the project.

3.0 Design Development Phase

Based on Client approved schematic design documents and agreed estimate of construction cost, the architect shall:

3.1 prepare for the Client’s review and approval, design development documents consisting of drawings and other documents appropriate to the size of the project, to describe the size and character of the entire project including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate; the “other documents” referred to in this paragraph shall include site and overall floor plans, elevations, building cross sections, sections of typical assemblies (walls, floors, roof) renderings, outline specifications and reports (design brief) on major building systems (mechanical, electrical, communications, structure, building envelope, finishes, etc.). Where the Work requires temporary occupant relocations, phased, cascaded or sequential occupancies or other disruption (noise, vibration, dust, soiling, utility service disruptions, loss of use of any area, etc.), to Client’s operations affected by the Work, the other documents shall include drawings outlining
sequence of major occupant moves/relocations and report describing impact of the operations on
Client’s ongoing activities.

3.2 review the same with the authorities having jurisdiction to facilitate procurement of the necessary
consents, approvals, licenses and permits to enable the project to proceed without delay. The architect
shall record communications (meetings and other communications) with authorities having jurisdiction
and shall provide copies of these records to the Client. Records shall include date, time, location and
means of communication, matters discussed and conclusions reached. The Client shall be invited to
participate in these meetings.

3.3 prepare and submit to the Client for approval a Class C estimate of construction cost; the estimate of
construction cost referred to in this paragraph shall be computed on an elemental quantity basis, using
the CIQS system, or other means acceptable to the Client, using material quantities derived from the
completed design development documents. Where there is variance from the approved estimate of
construction cost prepared under the Schematic Design phase, provide detailed written and graphic
explanation of variances to the Client’s satisfaction. The architect shall make such adjustments to the
documents as may be agreed with the Client to reduce the estimate of construction cost to the latest
approved Construction Budget. The architect shall advise the Client regarding the values of such
design, pricing and construction contingencies as may be required to accurately describe the estimate
of construction cost.

3.4 advise the Client of requests that vary from the previously approved program of requirements, including
the effect of the proposed changes on the construction budget and schedule, and obtain the Client’s
approval or disapproval of such changes, and revise and update the program of requirements in writing
and graphic form to reflect the approved changes, maintaining records to advise the Client of the effect
of the changes on the construction budget and schedule; and

3.5 continue to review applicable statutes, regulations, codes, by-laws and the Client’s standards,
guidelines and policies, as the design of the project is developed.

3.6 seek approval from the Client prior to proceeding to the next phase of the project.

4.0 Construction Documents Phase

Based on the Client approved design development documents and agreed estimate of construction cost, the
architect shall:

4.1 prepare, for the Client’s review and approval, construction documents (including but not limited to
drawings and specifications) setting forth in detail the requirements for the construction of the project;
the architect shall provide to progress submissions to the Client of the construction documents for the
review and approval of the Client when the construction documents have reached, in the opinion of the
architect, 30% completion, 65% completion and 95% completion, respectively, and provide adequate
time, as agreed to and shown on the project schedule, for thorough review by the Client of each
submission, complete with specific meetings with the Client to discuss and review pertinent matters.

4.2 Where the Work requires temporary occupant relocations, phased, cascaded or sequential
occupancies or other disruption (noise, vibration, dust, soiling, 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.

4.3 With each such submittal of drawings and specifications under paragraph 4.1, the architect shall:

.1 compute the estimate of construction cost on a detailed elemental quantity basis, using the CIQS
system, or other means acceptable to the Client to achieve the required accuracy of estimates
defined in GC3 and as further required below, using material quantities derived from the Construction Documents and through the engagement of a Cost Consultant;

.2 the specified class of the estimate of construction cost shall be as follows:

- at 30% complete construction documents, a Class C estimate
- at 65% complete construction documents, a Class B estimate, and
- at 90% complete construction documents, a Class A estimate.

.3 advise the Client of any adjustments to the estimate of construction cost, including adjustments indicated by changes in requirements and general market conditions for review and approval by the Client;

.4 show variances from estimate of construction cost prepared under Design Development and from each subsequent estimate of construction cost provided in this phase and provide a detailed written and graphic explanation of variances to the Client’s satisfaction;

.5 in the event that one or more of such submissions includes an estimate of construction cost which exceeds the construction budget, then the architect shall make such adjustments to the documents as may be agreed with the Client to reduce the estimate of construction cost to the latest approved Construction Budget; and

.6 advise the Client regarding the values of such design, pricing and construction contingencies as may be required to accurately describe the estimate of construction cost.

4.4 obtain instructions from and advise the Client on the preparation of the necessary bidding information, bidding forms, conditions of the contract and the form of contract between the Client and the contractor; for this purpose, the Client will make available to the architect for reference representative examples of previous specifications copyright permitting and construction contracts to assist the architect in preparing Document 0 and Division One of the specifications. The Client shall not be legally responsible in any way for the documents provided and the architect shall not be relieved from its responsibilities under this paragraph by use of such documentation so provided;

4.5 ensure that performance testing and inspection of selected installed materials and systems (geotechnical, concrete, etc.) shall be included in the construction documents. The Client accepts the use of cash allowances for this purpose, but retains the right to approve the firms selected to perform the testing and inspection.

4.6 require in the specifications prepared by the architect in consultation with the Owner’s Commissioning Authority;

.1 inspection, testing and operating instructions, and the specifications shall detail the commissioning and performance testing required to assure the Client that all building services and equipment installed under the contract is performing in accordance with the Construction Documents. Testing and inspection and commissioning results shall be required to be reported to the Client in written format. Such testing and commissioning work may include but is not limited to: all architectural systems that require user operation; all mechanical systems such as air balancing; hydronic balancing; noise studies; all electrical systems such as verification of safety devices (sprinklers, security systems, fire alarms, pressure relief valves, etc.); verification of mechanical system controls such as thermostats; and shall require the inspection by all regulatory authorities as required to obtain permission to allow the Client operate the installed equipment. The comprehensive commissioning, inspection and testing instructions shall also provide for detailed instructions by the Contractor of the Client’s personnel in the operation of each system.

.2 that the Contractor prepare and submit detailed operating and maintenance instructions for the Client’s use. The architect shall review the operating and maintenance manuals to ascertain that
they meet specification requirements before the operating and maintenance manuals are turned over to the Client.

4.7 review statutes, regulations, codes and by-laws applicable to the design, and the Client’s standards, guidelines and policies, and review the same with the authorities having jurisdiction to facilitate procurement of the necessary consents, approvals, licenses and permits to enable the project to proceed without delay, and record communications (meetings and other communications) with such authorities having jurisdiction and provide copies of these records to the Client. Records shall include date, time, location and means of communication, matters discussed and conclusions reached.

4.8 prepare the necessary documentation for required regulatory consent, approval, licence and permit applications for Client signature and the architect shall deliver the same on behalf of the Client to the regulatory authority. Consents, approvals, licences and permits include, but are not limited to, site plan review and approvals, Building Permits, Ministry of Energy and Environment Certificates of Approval, but specifically exclude rezoning approvals, minor variances, and nuclear regulatory agency permits except where such services are specifically included in other parts of this contract.

4.9 when the construction documents have reached, in the opinion of the architect, 65% completion, undertake a formal presentation including 3-D computer generated modelling (based on BIM) to all project Stakeholders by the entire project team of the status of the project highlighting any changes to Design Brief, any major concerns or restrictions in achieving the proposed design, and participate in any discussion which may ensue.

4.10 seek approval from the Client prior to proceeding to the next phase of the project.

5.0 Bidding or Negotiation Phase

5.1 Following the Client’s approval of the construction documents and the latest estimate of construction cost, the architect shall assist and advise the Client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. Such services shall include:

.1 preparing bid forms, issuing bid call, preparing and placing advertising,
.2 issuing bid documents to the Client in the format required by the Client;
.3 answering questions during the bid period, preparing and issuing addenda;
.4 attending bidders briefing(s);
.5 attending at bid opening if requested by the Client;
.6 reviewing bids for compliance with bid requirements and reporting of same in writing to the Client;
.7 where the bid price exceeds the Client’s construction budget, if requested by the Client, negotiating with one or more bidders for the Work with a view to securing a satisfactory bid or bids for all or part of the project;
.8 providing comment on the award of contract; and
.9 preparing the Construction contract for execution by Client (Owner in CCDC2-2008) and Contractor.

.10 where the Construction Cost estimate (excluding GST or HST) exceeds $1,000,000 the architect shall undertake prequalification of contractors and major subcontractors (up to 6 trades maximum, specific trades as agreed with the Client) in accordance with Client directives for a transparent, clear and defensible prequalification process, reviewing recommendations with the Client and obtaining the Client’s advice and consent for the prequalified firms;

.11 where the Construction Cost estimate (excluding GST or HST) is less than $1,000,000, the Architect shall invite prequalified firms (contractors and selected subcontracting trades) as directed by the Client to submit bids for the Work.
5.2 The architect shall submit to the Client hard copies (with the quantity thereof as directed by the Client) and an electronic copy of all documents to be issued for bid:

.1 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);

.2 the specifications as “Issued for Bid”: in searchable Adobe pdf format.

6.0 Construction Phase – Contract Administration

6.1 The extent of the duties, responsibilities and limitations of authority of the architect as the Client’s representative during construction shall be modified or extended only with the written consent of the Client and the architect.

6.2 The architect shall revised and update all drawings, schedules manuals and specifications to capture any addendum issued during the Bidding period. The architect shall submit to the Client hard copies (with the quantity thereof as directed by the Client) and an electronic copy of all documents to be issued for construction:

.1 all drawings and schedules as “Issued for Construction”: 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);

.2 the specifications as “Issued for Construction”: in searchable Adobe pdf format.

6.3 During the construction phase – contract administration, the architect shall:

.1 be a representative of the Client;

.2 advise and consult with the Client;

.3 have the authority to act on the Client’s behalf to the extent provided in this contract and the construction contract documents;

.4 together with the architect’s consultants, attend the bi-weekly site meetings;

.5 have access to the work at all times whether it is in preparation or progress;

.6 forward all instructions from the Client to the contractor;

.7 carry out the general review of the work at each bi-weekly meeting and provide site review reports together with progress photographs;

.8 notwithstanding GC7 as amended by the Supplementary Conditions, if applicable, the architect shall require its engineering consultant to provide general review of 100% of all underground utilities and services before they are concealed and without limiting the generality of this paragraph this shall include reviewing 100% of each of the subgrade and bedding or support (as applicable), and each aspect of the utility installation prior to covering (such as with insulation or backfill), reviewing the completed top surface of any tunnel or trench, and the completed waterproofing of any tunnel or trench prior to placement of backfill or other covering;

.9 examine, evaluate and report to the Client upon representative samples of the work;

.10 keep the Client informed of the progress and quality of the work, and report to the Client defects and deficiencies in the work observed during the course of the site reviews;
11 consult with authorities having jurisdiction including site meetings to review any unforeseen conditions and record communications (meetings and other communications) with such authorities having jurisdiction and provide copies of these records to the Client. Records shall include date, time, location and means of communication, matters discussed and conclusions reached;

12 no later than five (5) working days prior to the last working day of any month, meet with the contractor to determine the amounts owing to the contractor under the construction contract based on the architect’s and the architect’s consultants’ observations from site reviews and evaluation of the contractor’s proposed application(s) for payment;

13 no later than five (5) working days after receipt of the Contractor’s application for payment, issue certificates for payment in the value proportionate to the amount of the construction contract, of work performed and products delivered to the place of the work;

14 in the first instance, interpret the requirements of the construction documents and make findings as to the performance thereunder by both the Client and contractor;

15 render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the Client or the contractor;

16 render written findings within a reasonable time, on all claims, disputes and other matters in question between the Client and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents (Rendering findings on an extensive number or size of claims, disputes or other matters shall constitute additional services);

17 render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the Client nor the contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;

18 have the authority to reject work which does not conform to the construction documents, and whenever, in the architect’s opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;

19 review and take other appropriate action with reasonable promptness upon such contractor’s submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction documents;

20 review the Contractor’s submissions for shutdown procedures for high voltage, steam and chilled water systems as submittals;

21 have their electrical consultant attend all shutdowns of high voltage equipment (600 volts or more), with a Professional Engineer fully conversant with the design in attendance for the duration of the shutdown beginning at least 1 hour in advance of the scheduled shutdown time;

22 prepare change orders and change directives for the Client’s approval and signature in accordance with the construction contract documents;

23 ensure that the architect’s documents employed for the management of the project meet the Client’s standards, including such documents as supplemental instructions, proposed changes, change orders, certificates for payment, etc.;
.24 have the authority to order minor adjustments in the work which are consistent with the intent of the construction documents, when these do not involve an adjustment in the contract price or an extension of the contract time;

.25 furnish supplemental instructions to the contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the architect and the contractor;

.26 assist the Client’s Commissioning Authority with the co-ordination of the Contractor and consultants for systems demonstrations and training;

.27 undertake, prior to formal commissioning process, a formal presentation to all project Stakeholders by the entire project team of the status of the project highlighting any changes since previous presentation, any major concerns or restrictions in achieving the proposed design, and participate in any discussion which may ensue;

.28 undertake, to provide recommendations or additional documentation or other action to correct or remedy any and all deficiencies in any design or operation found to be deficient or lacking as a result of the commissioning process;

.29 determine the date of Substantial Performance of the Work and issue the certificate of Substantial Performance;

.30 receive from the contractor, review for completeness and compliance with the construction contract, and forward to the Client for the Client’s review the written warranties, maintenance and operating manuals and related documents;

.31 verify the validity of the contractor’s application for final payment and issue a certificate for final payment;

.32 provide services in accordance with the provisions described OAA-OGCA Document No. 100 for the takeover of the project by the Client;

.33 submit to the Client, within 45 days of the date of Substantial Performance of the Work, the following record (as-built) documents showing changes in the Work made during construction based on change orders, change directives, supplemental instructions, and based on marked-up prints, drawings, and other data furnished by the Contractor to the architect:

.1 drawings and schedules included in the contract Documents, in AutoCAD format conforming to Client’s CAD Standard (including x-ref drawings);

.2 specifications included in the contract Documents, in searchable Adobe pdf version, highlighting all changes;

.3 the accuracy of information provided by the Contractor shall be the sole responsibility of the Contractor;

6.3 The architect shall not:

.1 be required to make exhaustive or continuous on-site reviews;

.2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with the construction documents;

.3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, 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. Notwithstanding the foregoing, should the architect become aware of any toxic or hazardous substances or materials not previously identified to the architect in reports commissioned by the Client, it shall immediately report that discovery to the Client in writing with as much particularity as is practicable under the circumstances.

[Edit note: amend (add to or delete from) the above to suit the project]

7.0 Construction Budget and Estimate of Construction Cost

7.1 The architect shall review and comment on the Client’s construction budget and shall prepare estimates of construction cost as set out in this contract.

8.0 Post Construction

8.1 Prior to the end of the period of one year following the date of Substantial Performance of the Work, the architect will 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 construction contract; for this purpose, attend a site review with the Contractor in the one month period immediately prior to expiry of the warranty period to determine a final list of defects and deficiencies found during the warranty period.

9.0 Additional Included Services

9.1 In addition to the architect’s Services described in Sections 1.0 to 8.0 above, the architect shall provide:

1. services required for site plan approvals necessary for proceeding with the project, including a minimum of three (3) meetings with City of Guelph Planning Department and three (3) meetings with City of Guelph Building Department;

2. services relating to allowing for future facilities, systems and equipment;

3. Interior design including but not limited to furniture selection, procurement, and installation management complete with layouts to accurately describe functionality, arrangement and necessary design of supporting services such as mechanical and electrical services, or to demonstrate feasibility of proposed layouts;

4. graphic design;

5. signage including signage for room and space identification and life safety plans;

6. presentation-quality renderings, plans, elevations, sections and sketches of proposals;

7. additional graphic and visual materials for the Client’s use, including marketing documents, architectural models and 3D computer modelling;

8. those services after the date of Substantial Performance of the Work described in this Schedule A and as may be required elsewhere in the contract;

9. drawings, specifications and supporting data, evaluating Contractors’ proposals, and providing other services in connection with changes to the project;

10. services in connection with any adjudication required under the Construction Act;

11. services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
12. reviews, inventories of materials and equipment, and condition assessments of existing facilities;

13. assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation;

14. preparation of detailed estimates of anticipated energy and utility loads;

15. tenant layout and design services coordinated with base building documents.

Client’s Responsibilities

1.0 The Client shall provide:

1.1 full information regarding the requirements for the project including a program setting forth the Client’s project objectives, constraints, schedules, and criteria, including:

.1 spatial and functional requirements and relationships,
.2 flexibility and expandability,
.3 special equipment and systems, and
.4 site requirements;

1.2 and for this purpose, the architect and its consultants shall attend meetings and interviews with users and others to gather information that shall form the basis of the program of requirements. Based on these meetings and interviews the architect shall prepare and submit a program of requirements in a format acceptable to the Client as provided in 2.1 and 2.2 of architect’s services;

1.3 a construction budget for the project; and

1.4 to the extent required for the project, information, surveys, reports and services as set out below, the accuracy and completeness of which the architect shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the Client or the architect, shall be considered direct contracts with clients unless explicitly provided otherwise:

.1 surveys describing physical characteristics, legal limitations and utility locations for the project site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;

.2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of toxic and hazardous substances and materials present at the place of the work, ground corrosion and resistively tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations;

.3 reports and appropriate professional recommendations of specialist consultants when requested by the architect;

.4 air and water pollution tests, tests for toxic and hazardous substances and materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field
tests and reports as required by the architect, the architect’s consultants, the authorities having jurisdiction or the construction documents; and

.5 all legal, accounting and insurance counselling services as may be necessary at any time for the project, including such auditing services as the Client may require to verify the contractor’s applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the Client.
SCHEDULE B

LIST OF ARCHITECT’S PERSONNEL ASSIGNED TO THE PROJECT
PARTNER - name
ASSOCIATE - name
SENIOR ARCHITECT- name
SENIOR DESIGNER - name
SENIOR TECHNOLOGIST - name
TECHNOLOGIST - name

[Edit Note: This list of positions should be same as that included in A10]
SCHEDULE C

LIST OF THE ARCHITECT’S CONSULTANTS

The following is a listing of the basic consultants and the Client’s consultants approved by the Client for the project at the date of execution of this contract. The Architect shall not make any changes in its basic consultants without the prior written approval of the Client.

[Edit note: delete the consultants not required and add any other specific consultants to the list]

1.0 CONSULTANTS OF THE ARCHITECT

1. structural engineers:

2. electrical engineers:

3. mechanical engineers:

4. cost consultant:

5. landscape architecture:

6. building automation controls specialist:

7. architectural hardware consultant:

8. kitchen planning consultant:

9. laboratory consultant:

10. building code, fire code, and life safety consultant:

11. civil/municipal engineering for storm water management, grading, site services, parking lot and road design:

12. environmental consultant for wind, vibration and noise considerations:

13. environmental consultant for emissions considerations:

14. environmental engineering specialists (specify):

15. energy consultant for LEED, CBIP or similar energy performance program compliance and submission:

16. elevator consultant:

17. heritage architecture and building conservation specialist:

18. building envelope specialist:

19. roofing specialist:

20. transportation planning:

21. communications planning:
22. interior design for furniture selection, placement and installation management:
23. graphics and signage:
24. designated substances (toxic and hazardous materials:
25. geotechnical, geoenvironmental:
26. legal and topographical survey:
27. security systems:
28. add others as needed

LIST OF THE CLIENT'S CONSULTANTS
1. structural engineers:
2. electrical engineers:
3. mechanical engineers:
4. cost consultant:
5. landscape architecture:
6. building automation controls specialist:
7. commissioning authority
8. architectural hardware consultant:
9. kitchen planning consultant:
10. laboratory consultant:
11. building code, fire code, and life safety consultant:
12. civil/municipal engineering for storm water management, grading, site services, parking lot and road design:
13. environmental consultant for wind, vibration and noise considerations:
14. environmental consultant for emissions considerations:
15. environmental engineering specialists (specify):
16. energy consultant for LEED, CBIP or similar energy performance program compliance and submission:
17. elevator consultant:
18. heritage architecture and building conservation specialist:
19. building envelope specialist:
20. roofing specialist:
21. transportation planning:
22. communications planning:
23. interior design for furniture selection, placement and installation management:
24. graphics and signage:
25. designated substances (toxic and hazardous materials:
26. geotechnical, geoenvironmental:
27. legal and topographical survey:
28. security systems:
29. legal services
30. add others as needed
SCHEDULE E – Updated Documents

- certificate of general insurance coverage
- certificate of professional liability insurance
- AODA Supplier Compliance Form
- WSIB Clearance Certificate
Contract Order

Date: 1/7/21

Project Title:

Building #: #N/A

Project #: #N/A

To: #N/A

Email Attn: #N/A

Re: #N/A

WHEN INVOICING, PLEASE REFER TO CONTRACT ORDER #

<table>
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<tr>
<th>Fund</th>
<th>Unit</th>
<th>Grant</th>
<th>Project</th>
<th>Object</th>
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Subtotal $0.00

Harmonized Sales Tax $0.00

TOTAL $0.00

Authorized by:

U of G Service Provider Standard Terms and Conditions apply.

Originator
Co-Ordinator: 
Manager:
Send Invoice to: pr-ap@pr.uoguelph.ca
Attn: 

J.C. Hersey Building
University of Guelph
Guelph, Ontario N1G 2W1

Physical Resources
TEL (519) 824-4120

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The following terms and conditions will apply to all contracts/agreements for services provided by the undersigned Service Provider to the University of Guelph (Client):

**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 appoint an experienced and competent supervisor who shall direction the provision of all services required for the project.

1.3 All requests, reports, invoices and other related documentation shall be considered as confidential information of the Client and shall not be distributed to any third party (except to employees of the Service Provider who require such use or disclosure to fulfill the obligations of the Services Provider under this contract/ agreement) 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 enter into contracts or written agreements with any additional service providers to require them to perform their work as provided in this Agreement;

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

   .3 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. Client shall authorize a person to act on the client’s behalf with respect to the supply of services. 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 is of critical importance 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 review and comment on the information if it is expected to be used for the supply of services. The Service Provider shall be entitled to reply upon such reviewed information.

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

3.3 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 $4,000,000 in the aggregate. Client is to be named as “additional insured” on certificate for comprehensive general liability. 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 - at onset of services and with any invoice.

**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 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.

Article 7.0 - Payment

7.1 The Client will pay the Service Provider electronically via EFT information from the Service Provider upon receipt of proper 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.

7.2 Terms are Net 28 days for any invoice and for payment unless required otherwise by legislation.

Article 8.0 – Expenses

8.1 The fee for service is to cover all expenses related to the project assignment including: all transportation and travel costs; all communications and shipping costs; all plotting and reproduction costs for any plans, sketches and any other requested documentation; and any additional graphic and visual materials that may be requested.

8.2 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).

8.3 Reimbursable expenses payable in addition to the fee for service, are limited to the following actual expenditures, supported by receipts or invoices, incurred in the interest of the project include but not limited to: with the Client’s prior authorization, travel for factory witness testing of equipment; any additional fees, levies, duties or taxes for permits, licenses, consents or approvals from authorities having jurisdiction; and overtime services authorized in advance and in writing by the Client. An administrative charge of five percent (5%) may be added to the approved reimbursable expenses and payable in addition to the fee for service.

Article 9.0 – Termination

9.1 The Client or Service Provider may terminate this Contract / Agreement at any time upon written notice and for cause, such as non-performance and no further expense will be incurred beyond the effective date of the 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.

9.2 Irrespective of which party effects 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 for product or materials less any termination costs experienced by the Client. Costs shall include those actually incurred or rendered up to the time of termination, as well as those associated with termination and any approved post-termination activities that may be required by the Client.

9.3 Termination of this contract / agreement shall discharge any further obligation of either party.

Article 10.0 - Suspension

10.1 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 11.0 – Time of Essence

11.1 Time is of critical importance under this Contract / Agreement. In the event of the Service Provider’s failure to deliver as and when specified, the Client reserves the right to suspend or terminate this contract / agreement, or any part thereof without prejudice to its other rights.

Article 11.0 - Dispute Resolution

12.1 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.

12.2 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.

12.3 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.

12.4 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 generally in accordance with the requirements of CCDC – 40.

Article 13.0 – Indemnification

13.1 Except for damages caused by negligence of the Client (and for those whom it is in law responsible), the Service Provider shall 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. The coverage shall be limited to the Services Provider’s insurance. Such indemnification shall be in proportion to the Service Provider’s responsibility for any damages.
Article 14.0 - Conflict of Interest
14.1 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 15.0 - Notices
15.1 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 16.0 – Freedom of Information and Protection of Privacy Act (FIPPA)
16.1 Service Providers are informed that the Client is subject to the Ontario Freedom of Information and Protection of Privacy Act. The Client shall use all reasonable efforts to hold and all information, marked as “Confidential” by the Service Provider in strict confidence where required or permitted by law and shall not be liable for any action as contemplated by Section 62(2) of the Act. If the Client’s response to a request under the Act is appealed to the Information and Privacy Commissioner for Ontario, the Service Provider shall have the burden of proof as per Section 53 of the Act. The Service Provider shall be responsible for all costs related to its confidentiality requirements.

Article 17.0 – Accessibility for Ontarians with Disabilities Act (AODA)
17.1 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 18.0 – Human Rights and Sexual and Gender Harassment Policies
18.1 The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties whether named or not agree to comply with the provisions of the Client’s Human Rights Policy and any subsequent policy or procedures related to human rights and sexual harassment that the Client may approve. The Service Provider may refer to www.uoguelph.ca/hre/hr.shtml for more information.

Article 19.0 – Tobacco and Smoke Free Campus
19.1 Smoking, vaping or consumption of tobacco or cannabis products in any form are forbidden on any and all of the Owner’s property. Failure to comply will require offenders to leave the property and may result in loss of future business. Repeat offenders shall be removed from the Owner’s property.

Acknowledgment:

Signed at ______________________ on the ___ day of ________, 20__.  

Name: ____________________________  
Address: ____________________________  
Telephone Number: ____________________________  
Fax Number: ____________________________  
E-mail Address: ____________________________  

Authorized by: ____________________________  
Witnessed by: ____________________________  

signature  
print name and title  
signature  
print name and title