



**ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA**

ARCHITECTURE CENTRE  
SUITE 100 - 440 CAMBIE STREET  
VANCOUVER, BC, CANADA V6B 2N5  
604/683-8588  
604/683-8568 FAX

Toll FREE IN BC 1/800/667-0753  
1/800/661-2955 FAX  
E-MAIL aibc@aibc.ca  
INTERNET <http://www.aibc.ca>

## SCHEDULE OF *CONSULTANT'S* SERVICES

**Note: All terms which are defined and which are used throughout this document appear in italicized text beginning with a CAPITAL letter.**

### *Project*

(Insert name and description of Project to which the schedule applies.)

This schedule must be affixed to the AIBC Standard Form of *Contract for Consultant Services* Standard Document 6C, 2007 as required under its A10, Professional Services. The services listed herein are further to the services described in A10, A12, A13 and A20, as applicable, of the Contract Form.

The highlighted services scheduled are essentially the same as the “basic” architectural services that were included in RAIC Document Six, 2002 for the traditional five phases of a *Project*, the intention of which is the creation of a building, under expectations consistent with industry standard construction contracts.

### *Consultant's Services for Design/Bid/Build Project Delivery*

The services listed in this document that are highlighted in the same manner as this sentence, comprise the integrated set of professionally endorsed services applicable to a typical five-phase “Design/Bid/Build” method of Project Delivery.

The services described are consistent with industry standard construction contracts and provincial/territorial regulations governing the practice of architecture and engineering.

***Consultants* are strongly advised to seek legal and insurance advice and information from the provincial/territorial professional association before considering any reduction of, or revision to the scope of services highlighted in this document.**

## 1 SCHEMATIC DESIGN PHASE

(For Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, insert the following):

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 1.1 review the program of requirements furnished by the *Client* and the characteristics of the site;
- 1.2 review and comment on the *Client's Construction Budget* in relation to the *Client's* program of requirements;
- 1.3 review with the *Client* alternative approaches to the types of construction contracts;
- 1.4 review applicable statutes, regulations, codes and by-laws and where necessary, review the same with the authorities having jurisdiction;
- 1.5 assist the *Client* to obtain approval of authorities having jurisdiction, if applicable;
- 1.6 based on the mutually agreed upon program of requirements, schedule and *Construction Budget*, prepare for the *Client's* review and approval, schematic design documents to illustrate the scale and character of the *Project* and how the parts of the *Project* functionally relate to each other as listed below:
  - Site plan
  - Spatial relationship diagrams
  - Principal floor plans
  - Building sections
  - Elevations
  - Outline specifications
- 1.7 prepare and submit to the *Client* a statement of probable *Construction Cost* based on current area or volume unit costs; and
- 1.8 review and obtain *Client* approval before proceeding to the next phase.

### Optional Services in Schematic Design Phase

(expand on the description of each service as applicable; refer also to the list of Other Optional Services below.)

- Assistance in obtaining the following Special Studies: (list studies to be prepared such as future facilities, environmental impact assessments)
- Enhanced Building Envelope Services (in British Columbia)
- Preparation of Promotional Presentations or Special Submissions (list as applicable)
  
- Preparation of Presentation Models, Perspectives or Videos
- Site plan approvals
- Submissions for zoning changes
- Variances
- Other

## 2 DESIGN DEVELOPMENT PHASE

Based on the *Client* approved schematic design documents and statement of probable *Construction Cost* (for Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, insert the following):

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 2.1 Prepare for the *Client's* review and approval, design development documents consisting of drawings and other documents appropriate to the size of the *Project*, as listed below:
  - Site plan
  - Plans
  - Elevations
  - Sections
  - *Project* Brief detailing area calculations, building systems and outline specifications 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;
- 2.2 Following necessary consultation, the *Client*, the *Consultant* and the *Cost Consultant* shall endeavour to design the *Project* within the limitations of the estimate of the *Construction Cost*.
- 2.3 The Architectural *Consultant* shall prepare presentation drawings and a simple massing model of the developed design, and shall assist the *Managing Consultant* to present the *Project* at the appropriate time to municipal authorities and at public hearings should such be necessary.
- 2.4 Continue to review applicable statutes, regulations, code and by-laws as the design of the *Project* is developed;
- 2.5 Assist the *Client* to obtain approval of authorities having jurisdiction, if applicable;
- 2.6 Advise the *Client* of any adjustment to the statement of probable *Construction Cost* including adjustments indicated by changes in requirements and general market conditions; and
- 2.7 Review and obtain *Client* approval before proceeding to the next phase.

### Optional Services in Design Development Phase

(Expand on the description of each service as applicable; refer also to the list of Other Optional Services below.)

- Enhanced Building Envelope Services (in British Columbia)
- Preparation of Elaborate Models, Perspectives or Computer or Video Presentations
- Promotional Presentations or special submissions as listed below: (*list as applicable*)
  
- Special Studies as listed below: (list studies to be prepared, such as space planning for tenants)
  
- Other

### 3 CONSTRUCTION DOCUMENTS PHASE

Based on the *Client* approved design development documents and the statement of probable *Construction Cost* (for Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, insert the following):

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 3.1 Prepare for the *Client's* review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project*;
- 3.2 Advise the *Client* of any adjustments to the statement of probable *Construction Cost*, including adjustments indicated by changes in requirements and general market conditions;
- 3.3 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*;
- 3.4 Review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction in order that the *Client* may apply for and obtain the consents, approvals, licences and permits necessary for the *Project*;
- 3.5 In British Columbia, the *Consultant* shall provide and the *Managing Consultant* shall coordinate letters of assurance as applicable;
- 3.6 The *Managing Consultant* shall assist the *Client* in connection with the *Client's* responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the *Project*; and
- 3.7 Review and obtain *Client* approval before proceeding to the next phase.

#### **Optional Services in Construction Documents Phase**

(Expand on the description of each service as applicable; refer also to the list of other optional services below.)

- Application for Building Permit
- Building Code Equivalencies
- Certified Professional Services (in British Columbia)
- Enhanced Building Envelope Services (in British Columbia)
- Other

#### 4 CONSTRUCTION PROCUREMENT PHASE

Following the *Client's* approval of the construction documents and the latest statement of probable *Construction Cost* (for Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, insert the following):

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 4.1 assist and advise the *Client* in obtaining bids or negotiated proposals;
- 4.2 prepare and coordinate addenda as applicable;
- 4.3 analyze bids or negotiated proposals
- 4.4 assist and advise in awarding and preparing contracts for construction; and
- 4.5 review and obtain *Client* approval before proceeding to next phase.

### **Optional Services in Construction Procurement Phase**

(Expand on the description of each service as applicable. Refer also to the list of Other Optional Services below.)

- Enhanced Building Envelope Services (in British Columbia)
- Issuing Bid Documents
- Issuing Multiple Bid Documents or Analyzing Negotiated Proposals
- Preparation of *Construction Contract(s)*
- Pre-Qualification of Bidders
- Other

## 5 CONSTRUCTION PHASE – CONTRACT ADMINISTRATION

During the construction phase – contract administration (for Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, insert the following):

### General Review/Field Review Services

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 5.1 be a representative of the *Client*;
- 5.2 advise and consult with the *Client*;
- 5.3 have the authority to act on the *Client's* behalf to the extent provided in this *Contract* and the *Contract Documents*;
- 5.4 have access to the *Work* at all times wherever it is in preparation or progress;
- 5.5 forward all instructions from the *Client* to the *Contractor* via the *Managing Consultant*;
- 5.6 carry out and coordinate as applicable the *General Review/Field Review* of the *Work*;
- 5.7 examine, evaluate and report to the *Client* upon representative samples of the *Work* via the *Managing Consultant*;
- 5.8 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;
- 5.9 in the first instance interpret the requirements of the *Contract Documents* and assist the *Managing Consultant* as applicable to make findings as to the performance thereunder by both the *Client* and *Contractor*;
- 5.10 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*;
- 5.11 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 *Contract Documents*;
- 5.12 render interpretation and findings consistent with the intent of and reasonably inferable from the *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;
- 5.13 have the authority to reject work which does not conform to the *Contract Documents*, and whenever, in the *Consultant's* opinion, it is necessary or advisable for the implementation of the intent of the *Contract Documents*, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- 5.14 review and take other appropriate action with reasonable promptness upon such *Contractor* submittals as shop drawings, product data and samples, for conformance with the general design concept of the *Work* as provided in the *Contract Documents*;
- 5.15 The *Managing Consultant* with the assistance of the *Consultant* shall prepare change orders and change directives for the *Client's* approval and signature in accordance with the *Contract Documents*;
- 5.16 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the *Contract Documents*, when these do not involve an adjustment in the contract price or an extension of the contract time;
- 5.17 furnish supplemental instructions to the *Contractor* via the *Managing Consultant* and the *Contractor*;
- 5.18 The *Consultant* shall receive from the *Contractor* and forward to the *Client* via the *Managing Consultant* for the *Client's* review the written warranties and related documents;
- 5.19 for *Projects* in British Columbia provide and coordinate letters of assurance as applicable;
- 5.20 The *Consultant* shall prior to the end of the period of one year following the date of *Substantial Performance* of the *Work*, review any defects or deficiencies which have been observed and reported during that period, and via the *Managing Consultant* notify the *Contractor* to complete the *Work* in accordance with the *Contract*.

### **Certificate of Payment**

(*Consultants* are strongly advised to note that the scope of services highlighted in 5.21 – 5.24 below must be performed in conjunction with the provision of General Review/Field Review Services 5.1 – 5.20 and must not be offered without General Review/Field Review services by the *Consultant*.)

(For Projects to be delivered in the traditional five-phase Design/Bid/Build method of Project Delivery, in which the *Consultant* is engaged to certify payment, insert the following):

The *Managing Consultant* shall coordinate services of other *Consultants* as applicable, and jointly with those other *Consultants*, the *Managing Consultant* and the *Consultant* shall:

- 5.21 with respect to those portions of the work under the *Consultant's* professional service jurisdiction, the *Consultant's* shall determine and certify to the *Managing Consultant* the amounts owing to the *Contractor* under the *Contract* based on the *Consultant's* observations and evaluation of the *Contractor's* application(s) for payment;
- 5.22 the *Managing Consultant* shall issue certificates for payment in the value proportionate to the amount of the *Contract* and the *Contractor's*;
- 5.23 the *Managing Consultant* with the assistance of the *Consultant* shall determine the date of Substantial Performance of the Work; and
- 5.24 the *Managing Consultant* with the assistance of the *Consultant* verify the validity of the *Contractor's* application for final payment and issue a certificate of payment.

### **Optional Services in Construction Contract Administration Phase**

(Expand on the description of each service as applicable; refer also to the list of Other Optional Services below.)

- Certified Professional Services (in British Columbia)
- Enhanced Building Envelope Services (in British Columbia)
- Full time on-site *Project* Presentation
- Review of *Contractor's* As-Built Drawings
- Other

### **Post-Construction**

The *Consultant* shall assess any reported defects or deficiencies arising during the period of one year following certification of Substantial Performance, and, if requested, shall inspect the Work with the *Client* prior to the expiry of that period.

The *Managing Consultant* shall issue on behalf of the *Client* the necessary instructions to the *Contractor* if work is required to correct such defects or deficiencies.

In the event that neither prior to or during the Post-Construction Phase, the *Consultant* determines that he will be required to supply post-construction services to the *Project* in excess of those that could reasonably have been anticipated, and for reasons outside the *Consultant's* control, then upon so apprising the *Client*, and upon receipt of the *Client's* prior written approval, the *Consultant* shall supply such post-construction services to the *Project* and be paid therefore by the *Client* as an Additional Service on a negotiated basis.

## Other Optional Services

### Pre-Design Services

(expand on the description of each service as applicable)

- Analysis of Land Use Regulations
- Building Code and Fire Safety Analysis
- Feasibility Studies
- Flexibility and Expandability Studies
- Functional Programming
- Landscape Surveys
- Marketing Research
- Master Planning
- Organizational Development and Preparation of Strategic Plans
- Preparation As-Found or Measured Drawings
- Preparation of Documents for Site Plan Contract
- Preparation of Space Schematics and Flow Diagrams
- Project* Budgeting
- Project* Financing
- Requests for Proposals - analysis and preparation
- Review of Geotechnical or Soils Engineering Reports
- Review of Real Estate Appraisal
- Review of Site Surveys and Legal Surveys
- Selection of *Consultants* / Proposal Evaluation
- Services for Rezoning or Amendment to Land Use
- Site Analysis and Selection
- Site Development Planning
- Site Utilization Studies
- Spatial Relationship Studies
- Special Equipment and Systems Planning
- Study of Off-Site Utilities
- Study of On-Site Utilities
- Survey of Existing Facilities / Building Audit
- Traffic and Parking Studies
- Other

Insert detailed description of services below, apply to phases as applicable and edit as required.

### Design and Contract Administration Services

- Acoustical Design and Testing
- Building Code Equivalency
- Enhanced Building Envelope Services (in British Columbia)
- Commissioning
- Computer Analysis and Mock-ups
- Fire Protection Services
- Life Cycle Cost Analysis
- Security System Design
- Value Analysis / Value Engineering
- Other

### **Project Administration and Construction Management Services**

- Administration of Testing and Inspection
- Consulting with and Obtaining Approval of Authorities having Jurisdiction
- Coordination and Document Checking
- Coordination of Mock-ups
- Detailed Cost Estimates and Quality Surveys
- Full-time *Project* Representation
- Life Cycle Cost Analysis
- Owner's Advisor for a Design-Build *Project*
- Owner-supplied Data Coordination
- Project* Accounting
- Project* Administration
- Project* Scheduling
- Schedule Development and Monitoring
- Submittal Services
- Web-based *Project* Management Services
- Other

### **Post-Construction Services**

- Building Maintenance
- Commissioning
- Facility Management
- Maintenance and Operating Programming
- Post-occupancy Evaluation
- Project* Takeover by *Client*
- Tenant Improvements
- Other

### **Alternative Dispute Resolution**

- Arbitration
- Mediation
- Other

### **Architectural Conservation**

- Conservation Reports
- Heritage Conservation District Studies
- Historic Building Documentation
- Special Material and Product Research, Specifications and Procurement
- Other

### **Documentation Services**

- Aerial Site Photography
- Photography of Completed Building or Site
- Area Calculations
- As-Built Drawings and Computer Database Preparation
- Building Inspection and Reporting
- Computer Database

- Construction Progress Photographs
- Electronic Communication and Distribution
- Inventories of Equipment, Materials and Furnishings
- Periscope Photography of Models
- Photography of Existing Conditions
- Preparation of Measured Drawing and As-Found Drawings
- Presentation of Photography of Renderings or Models
- Video Camera Site Monitoring with Internet Distribution
- Videotaping
- Other

### **Environmental Services**

- Coordination of Environmental Surveys of Existing Buildings or Sites
- Life Cycle Assessment
- Life Cycle Cost Analysis
- Energy Analysis
- Other

### **Expert Witness**

- Preparation and Testimony at Court or Mediation or Arbitration Hearing
- Professional Opinion
- Other

### **Interior Design and Design Services**

- Adaptation of Mechanical and Electrical Systems to Tenant Requirements
- Coordination of Delivery and Installation of Furniture and Equipment
- Custom Furnishing Design
- Design of Interior and Exterior Signage and Symbols
- Documentation of Requirements and Procurement of Graphics Work
- Field Review/General Review, Construction Administration*
- Furniture and Equipment Selection and Layout
- Graphic Design
- Interior Partition Location
- Preparation of Requirements for Furniture and Equipment
- Procurement Procedures for Purchasing Furniture or Equipment
- Selection of Interior Materials, Finishes and Colours
- Selection or Acquisition of Fine Arts or Crafts
- Space Planning
- Tenant-related Services
- Other

## Promotion and Public Relations

- 3-D Computer Presentations and Simulations
- Computer Presentations
- Condominium Documentation
- Preparation of Leasing Materials
- Preparation of Models
- Preparation of Press Releases
- Preparation of Promotional Brochures
- Preparation of Renderings
- Presentation at Public Meetings
- Web-site Design and Services
- Other

## Research

- Research of Construction Materials and Methods
- Building Envelope Investigation
- Other

## Specialist Expertise

- In British Columbia - Enhanced Building Envelope Services (Refer to AIBC Bulletin 34)
- In British Columbia - Basic Services for the Market Multiple Residential Services (Refer to AIBC Bulletin 55)
- Owner's Advisor on Design-Build *Project*
- Certified Professional Services (in British Columbia)
- Other

## Urban Design

- Design Reports
- Streetscape Design
- Drafting of Zoning By-laws and Regulations
- Shadow Studies
- Subdivision Design Control
- Transportation Studios
- Other

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ARCHITECTURE CENTRE  
SUITE 100 - 440 CAMBIE STREET  
VANCOUVER, BC, CANADA V6B 2N5  
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## SCHEDULE OF *CLIENT'S* RESPONSIBILITIES

**Note: All terms which are defined and which are used throughout this document appear in italicized text beginning with a CAPITAL letter.**

This schedule must be affixed to the AIBC *Standard Form of Contract for Consultant Services* Standard Document 6C, 2007 as required under its A11, *Client* Responsibilities. The responsibilities listed herein are further to the responsibilities listed in General Condition GC.2.

The *Client* Responsibilities listed by phase on pages 4 - 6 below, and highlighted in the same manner as this sentence, apply to the traditional five phases of a Project that are delivered under a typical "design-bid-build" method of Project delivery.

For other methods of construction procurement and *Project* delivery, select or customize as applicable.

### ***Project***

(Insert name and description of Project to which the schedule applies)

#### 1. INFORMATION TO BE SUPPLIED BY THE *CLIENT*

The *Client* shall furnish the information, surveys, reports and services as set out below, the accuracy and completeness of which the *Consultant* 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 *Consultant*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:

##### 1. Functional Program

The *Client* shall furnish full information regarding the *Project's* requirements, the *Client's* objectives, constraints, schedules and criteria, including:

- Spatial and functional requirements and relationships;
- Flexibility and expandability requirements;
- Special equipment and systems;
- Site requirements

## 2. Site Information

The *Client* shall furnish information, surveys, reports and services as set out below, including:

- Legal Site Location including Municipal Address and Legal Description
- Topographic and Legal Survey 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;
- Geotechnical, Subsurface Investigation and Soils Reports which include but are not limited to test borings, test pits, determination
- Utility Information
- Covenants and Restrictions on Property
- Environmental Audit
- *Toxic or Hazardous Materials* Report:  
Consists of a list of and evaluation of *Toxic or Hazardous Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, air and water pollution tests, tests for toxic and hazardous substances and materials, with reports and appropriate professional recommendations;
- Municipal Information.

## 3. Services and Reports from Specialist Consultants

- Appropriate professional recommendations of specialist consultants when required by the *Consultant* including:
- Structural, mechanical, chemical and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Managing Consultant*, the *Consultants*, the authorities having jurisdiction or the Contract Documents;
- Inspection & Testing Services

## 4. Additional Information, including: (insert/select items as applicable)

Proposed *Project* milestone dates (subject to adjustment based on external factors beyond the control of the *Consultant* such as municipal approvals, market conditions etc. as applicable to the *Project*).

## 2. PAYMENT

Further to A11, A14-A19, and A20, as applicable, of the Contract Form, the *Client* shall pay the *Consultant* as follows: (insert additional payment terms as applicable)

## 3. CONSULTANTS

Further to A13, the *Client* shall engage *Consultants* as follows: (insert additional *Consultant* information as applicable)

- 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*.

**The *Client* Responsibilities listed by phase below, apply to the traditional five phases of *Project* that is delivered under a typical “design-bid-build” method of *Project* delivery, the intention of which is the creation of a building, under expectations consistent with industry standard construction contracts.**

***Consultants* and *Clients* are strongly advised to seek legal and insurance advice and information from the provincial/territorial/architectural/engineering association before considering any reduction of or revision to the scope of *Client* responsibilities listed in this document, and highlighted in the same manner as this paragraph.**

#### 4. **CLIENT RESPONSIBILITIES BY PROJECT PHASE**

##### **Phase 1 Schematic Design Phase**

1. The *Client* shall provide the *Consultant* with the following:

***Project requirements, Client's objectives, constraints, schedules and criteria, including:***

- Spatial and functional requirements and relationships,
- Flexibility and expandability requirements,
- Special equipment and systems,
- Site requirements

2. Site Information

**Information, surveys, reports and services as set out below, the accuracy and completeness of which the *Consultant* 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 *Consultant*, shall be considered direct contracts with the *Client* unless explicitly provided otherwise, including:**

- Legal Site Location including Municipal Address and Legal Description
- Topographic and Legal Survey 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.
- Geotechnical, Subsurface Investigation and Soils Reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests;
- Utility Information
- Covenants and Restrictions on Property
- Environmental Audit
- *Toxic or Hazardous Materials* Report, consisting of a list of and evaluation of *Toxic or Hazardous Materials* present at the *Place of Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, air and water pollution tests, tests for toxic and hazardous substances and materials, with reports and appropriate professional recommendations;
- Municipal Information

3. *Construction Budget (as defined and further to A6)*

4. *Project Budget (as defined and further to A5)*

5. All legal, accounting and insurance counseling 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*;

6. Structural, mechanical, chemical and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Consultant*, the *Consultants*, the authorities having jurisdiction or the Contract Documents;
7. Instructions pertaining to the anticipated method(s) of construction procurement, *Project* delivery, and construction pricing (further to Articles A7, A8 and A9 of the *Contract*);
8. Approval in writing of the schematic design documents; and
9. Authorization in writing to proceed to the Design Development Phase.
10. The *Client* shall obtain approval of authorities having jurisdiction, as applicable.

### **Phase 2 Design Development Phase**

Based on the approved schematic design documents and statement of probable *Construction Cost*, the *Client* shall:

1. Review and approve in writing the design development documents;
2. Obtain approval of authorities having jurisdiction, as applicable;
3. Review and approve in writing the revised statement of probable *Construction Cost*, and
4. Authorize the *Consultant* in writing to proceed to the *Construction Documents* Phase.

### **Phase 3 Construction Documents Phase**

Based on the approved design development documents and statement of probable *Construction Cost*, the *Client* shall:

1. Review and approve the construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project*;
2. Instruct the *Consultant* on the preparation of the necessary bidding information, bidding forms, conditions of the *Construction Contract* and the form of contract between the *Client* and the *Contractor* applicable to the method of construction procurement;
3. Apply for and obtain the consents, approvals, licences and permits necessary for the *Project*;
4. Approve in writing the construction documents and the latest statement of probable *Construction Cost*, and
5. Authorize the *Consultant* in writing to proceed to the Construction Procurement Phase.

### **Phase 4 Construction Procurement Phase**

Based on the approved construction documents and the latest statement of probable *Construction Cost*, the *Client* shall:

1. Obtain bids or negotiated proposals;
2. Prepare and award Construction Contract(s); and
3. Authorize the *Consultant* in writing to proceed to the Construction Phase.

## Phase 5 Construction Contract Administrations

During the construction administration phase, the *Client* shall:

1. Respect and comply with regulations pertaining to site safety, (including but not limited to the *Client's* obligations as Constructor as defined in the legislation of the Place of the Work);
2. Issue all instructions to the *Contractor* via the *Managing Consultant*,
3. Acknowledge in writing receipt of interpretations and findings rendered by the *Consultant*,
4. Respect and comply with the *Consultant's* interpretation of the requirements of the Contract Documents with regard to the *Client's* and *Contractor's* performance thereunder;
5. Render instructions in written form to the *Consultant* as may be required with reasonable promptness on the written request of either the *Consultant* or the *Contractor*,
6. Review, approve and sign change orders and change directives in accordance with the Contract Documents; and
7. Review the written warranties and related documents.

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