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AIBC Standard Form of Contract 6C between *Client* and *Consultant*

FOR USE ON: PROJECTS WITH SEPARATELY ENGAGED *CONSULTANTS*.

This Form of Contract contemplates:

1. Engagement of the *Consultant* to provide professional services in the discipline(s) designated hereunder:

- Architecture
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
- (indicate other *Consultants* or specialists above, as applicable)

2. Engagement of one only of the *Consultants* as the *Managing Consultant*:

- Managing Consultant*



Project Name | Project Number

This Form of Contract is endorsed by:

- | | |
|--|---|
| <ul style="list-style-type: none"> * Architectural Institute of British Columbia * Fraser Health Authority * Northern Health Authority * Vancouver Coastal Health * Vancouver Island Health Authority | <ul style="list-style-type: none"> * Consulting Engineers of British Columbia * Interior Health Authority * Provincial Health Services Authority * Quantity Surveyors Society of British Columbia |
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Contract Form

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

Note: Notices in writing between the parties or between them and the *Consultant* 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 within 5 working days of the date of mailing. Notices sent electronically by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

A1 This *Contract* made as of the _____ day of _____ in the year of _____

A2 **Between the *Client*:**
(Include name and address for official notice)

A3 **and the *Consultant*:**
(Include name and address for official notice)

A4 **For the following Project:**
(Include detailed description of Project and Location, including, project characteristics and, if appropriate, legal description.)

with the following *Project Budget* and *Construction Budget*:

A5 ***Project Budget*:**
(as applicable)

A6 ***Construction Budget*:**
(as applicable)

- A7 The anticipated method of construction procurement is:**
(If applicable, identify the method of construction procurement such as pre-selected or sole-source, competitive bidding or negotiated price.)
- A8 The anticipated method of *Project* delivery is:**
(If applicable, identify the method of project delivery such as single general contractor, sequential bidding, multiple contracts, construction management.)
- A9 The anticipated method of construction pricing is:**
(If applicable, identify the method of construction pricing such as stipulated sum, cost plus, unit pricing or a combination.)

Professional Services

- A10 In addition to the *Consultant's* Responsibilities as described in the General Conditions, including GC1, the *Consultant* shall provide services as described in the following Schedule(s) affixed to this *Contract*:**

Schedule of *Consultant's* Services

Client Responsibilities

- A11 In addition to the *Client* Responsibilities as described in the General Conditions, including GC2, the *Client* shall furnish information, surveys, reports and services as described in the following Schedule(s) affixed to this *Contract*:**

Schedule of *Client's* Responsibilities

Consultants Coordination

The *Managing Consultant* shall coordinate the services of the following *Consultants*:

A12 *Consultants engaged by the Managing Consultant:*

(If applicable, identify and list all Consultants engaged by the Managing Consultant for this Project.)

A13 *Consultants engaged by the Client:*

(If applicable, identify and list all Consultants engaged by the Client for this Project which the Managing Consultant must coordinate.)

Fees and Reimbursable Expenses

The *Client* shall pay fees and reimbursable expenses to the *Consultant* when invoices are submitted as set forth below:

FEE FOR SERVICES

A14 For the *Consultant's* services as outlined in the Schedule(s) identified in A10, the fee shall be computed as follows:

(Here, insert basis of fees, including fixed amounts, hourly rates, multiples of Direct Personnel Expense, or percentages of Construction Cost, and identify phases to which particular fee calculations apply, if necessary.)

REIMBURSABLE EXPENSES

- A15** The percentage added to the reimbursable expenses as listed in GC14.9 for administrative charges shall be _____% of the reimbursable expenses or based on the formula as described below:
(Here, insert a fixed amount, or the percentage of the fee.)
- A16** For automobile travel the rate for calculating travel costs shall be \$_____ per kilometre.
(Here, insert effective dates or time periods for periodic adjustments.)

PAYMENT

- A17** The *Client* shall pay to the *Consultant*, upon execution of this *Contract*, a retainer of \$_____ on account of the *Consultant's* fee. This retainer shall be credited against the final invoice. This is the minimum payment that the *Client* must pay the *Consultant* under this *Contract*.
- A18** The *Client* shall pay the *Consultant*, upon receipt of invoices, on account of the *Consultant's* fee and reimbursable expenses, together with such value-added taxes as may be applicable. Invoices shall be issued _____.
(Insert frequency, e.g. Monthly.)
- A19** An unpaid invoice shall bear interest, calculated annually, at _____% per annum, commencing _____ days after the date that the *Consultant* submits the invoice.

Other Terms of Contract

A20 The *Client* and the *Consultant* agree as set forth in the following other terms: *(Insert below or attach separate materials, so noted below.)*

(for health care projects in British Columbia, AIBC “Supplementary Conditions: 6C-H”, attached, form part of this article A20.)

LANGUAGE

A21 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 French version, the English language shall prevail.

SIGNATURES

This *Contract* is entered into as the day and year as written in A1.

Client

(Name of *Client*)

(Signature)

(Name and Title of person signing)

(Signature)

(Name and Title of person signing)

Witness

(Signature)

(Name and Title of person signing)

This *Contract* (as applicable to the Architectural *Consultant*) is in compliance with the AIBC Bylaws, especially (but not limited to) Bylaw 28: Professional Engagement and Bylaw 34.16: Fees for Architectural Services, and the Code of Ethics.

Consultant

(Name of *Consultant*)

(Signature)

(Name and Title of person signing)

Witness

(Signature)

(Name and Title of person signing)

The Address for official notices shall be as stated in A2 and A3.

Definitions

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

In this *Contract* the following definitions apply:

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 are subsequently added to, or which adjust, the scheduled Scope of Services outlined in the Schedule(s) listed in A10 of the Contract Form.

CLIENT

The *Client* is the person or entity identified as such in the *Contract*.

CONSTRUCTION BUDGET

The *Construction Budget* is the *Client's* combined estimate of the *Construction Cost* and construction contingencies, or if there is no budget, an amount agreed to by the *Client* and the *Managing Consultant*.

CONSTRUCTION CONTRACT

The *Construction Contract* consists of the executed Contract between the *Client* and the *Contractor*, or between the *Owner* and the *Design-Builder*, the general conditions, the drawings, the specifications and all the other documents identified in the said Contract as Contract Documents.

CONSTRUCTION COST

Construction Cost, for the purpose of percentage fee calculation, is the contract price(s) of all *Project* elements designed or specified by, or on behalf of, or as a result of the coordination of the *Consultant*, 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. (Note: value-added taxes are excluded from *Construction Cost* in such calculations under the "Tariff of Fees for Architectural Services of the Architectural Institute of British Columbia".)

Where there is no contract price for all or part of the *Project*, the *Construction Cost* shall be the statement of the probable cost of construction as determined by the *Consultant* or as agreed by the *Consultant* if a *Cost Consultant* is engaged, at market rate at the anticipated time of construction. *Construction Cost* excludes the following:

- the compensation of the *Consultant* and the *Consultant's Sub-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 *Consultant's* fee 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.

CONSTRUCTION MANAGER

A *Construction Manager* is a person or entity who manages and coordinates the construction for a fee and who assumes the responsibilities for the general management of the *Project* at the construction site. A *Construction Manager* may provide advice during the pre-construction phases of the *Project*.

CONSULTANT

The *Consultant* is the registered architect or professional engineer, licensed in British Columbia, and engaged by the *Client* in connection with the *Project*, to provide professional services in the discipline(s) designated under item 1 on the contract cover. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

CONTRACT FOR CONSULTANT SERVICES

The *Contract* is the undertaking by the parties identified in the Contract Form to perform their respective duties, responsibilities and obligations as described in the Contract Form, Definitions, General Conditions and Schedules.

CONTRACTOR

The *Contractor* is a person or entity contracting with the *Client* to provide labour, materials and equipment for the execution of the *Work*.

COST CONSULTANT

The *Cost Consultant* is the person, firm or company designated as such relative to this *Contract* to provide estimates of the *Construction Cost* and advise on methods of maintaining that *Construction Cost* within the agreed *Construction Budget*.

Any *Cost Consultant* (or *Cost Consultants*) engaged by the *Client* shall have qualifications in each and every Architectural and Engineering discipline compatible with those applicable to the *Project's* scope and nature.

DESIGN-BUILDER

The *Design-Builder* is a person or entity contracting with an Owner to provide design services, labour, material and equipment for the execution of the *Work*.

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense means the salary of the *Consultant's*, or the *Consultant's Sub-Consultant(s)*, personnel engaged on the *Project* and all overtime charges authorized in advance by the *Client*, plus the cost of mandatory and customary contributions and employee benefits including employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

DISPUTE

A *Dispute* is a disagreement arising out of or in connection with this *Contract* or in respect of any defined legal relationship associated with it or derived from it and includes any failure to reach a *Contract* where a *Contract* is required.

GENERAL REVIEW / FIELD REVIEW

General Review / Field Review means the 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 *Consultant*, in his or her 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 documents.

INSTRUMENTS OF SERVICE

Instruments of Service are the design and drawings, specifications and reports prepared by or on behalf of the *Consultant* including but not limited to plans, sketches, drawings, graphic representations and specifications, computer-generated designs and materials.

MANAGING CONSULTANT

The *Managing Consultant* is the *Consultant* engaged by the *Client* to provide overall liaison, control, coordination and communication between all parties for the project, as provided for under GC1. The *Managing Consultant* shall conform to the definition of 'CONSULTANT' under the applicable Canadian Construction Document Committee (CCDC) Contract Form.

PLACE OF THE WORK

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

PROJECT BUDGET

The *Project Budget* is the *Client's* estimated total expenditure for the entire *Project*. It may include, but not be limited to, such things as the *Construction Budget*, professional fees, costs of land, rights of way, and all other costs to the *Client* for the *Project*.

SUB-CONSULTANT

Sub-Consultant is any registered architect, professional engineer, or other specialist engaged by the *Consultant* in connection with the *Project*.

SUBCONTRACTOR

A *Subcontractor* is a person, or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* or to supply products worked to a special design for the *Work*.

SUBSTANTIAL PERFORMANCE OF THE WORK

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Managing Consultant*.

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, 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 Contract Documents.

General Conditions

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

GC1 *CONSULTANT'S RESPONSIBILITIES*

1. The *Consultant* shall provide professional services as outlined in the Schedule(s) identified in A10 of the Contract Form and cooperate with all other *Consultants* engaged by the *Client*.
2. The *Consultant* 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.
3. The *Consultant* 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;
 3. be responsible for persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the Contract Documents; and
 4. have control, charge, or supervision of, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the *Work*.
4. The *Consultant* shall have no responsibility for:
 1. discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of, and
 2. the advice of any independent expert recommended by the *Consultant* on behalf of the *Client* and the *Contractor* under the *Contract* in respect of, and,
 3. the exposure of persons, property or the environment to *Toxic or Hazardous Substances or Materials* in any form at the *Place of the Work*.
5. *Managing Consultant's Responsibilities*:
 1. Notwithstanding the *Consultant's* duties and responsibilities to the *Client*, the authority for overall general direction and co-ordination of all *Consultants* shall reside with the *Managing Consultant*.
 2. The *Managing Consultant* shall coordinate the services of the *Consultants* on the *Project* identified in A12 and A13 of the *Contract* Form. Due consideration shall be given to all reports, plans, surveys, documents and written instructions which are applicable to this service and which are provided to the *Managing Consultant* by the *Client* or by any *Consultant* involved on the *Project*. The *Managing Consultant* shall cooperate with the *Client* and with any *Consultant* retained by the *Client* in connection with the *Project*.
 3. All notices, directions and instructions given to the *Consultant* by the *Managing Consultant* shall be promptly followed by the *Consultant*.
 4. All notices, directions, instructions, requests, applications, claims or other communications by the *Client*, by the *Consultant*, or by the *Contractor*, to one another, shall be made by or through the *Managing Consultant*.
 5. The *Managing Consultant* shall make interpretations and decisions on all matters and claims under the *Contract*. Such interpretations and decisions which relate to the *Consultant's* service jurisdiction shall be made with the *Consultant's* prior consultation.

GC2 CLIENT'S RESPONSIBILITIES

1. The *Client* shall promptly fulfil all responsibilities for the orderly progress of the *Consultant's* services and of the *Work*.
2. **INFORMATION**
The *Client* shall provide all information as outlined in the Schedule(s) identified in A11 of the *Contract Form*. The *Consultant* shall be entitled to rely upon such information. Contracts for the provision of information, whether arranged by the *Client* or the *Consultant*, shall be considered direct contracts with the *Client* unless explicitly provided otherwise.
3. **OTHER RESPONSIBILITIES**
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;
 2. review documents submitted by the *Consultant* and give the *Consultant* timely decisions for the orderly progress of the *Consultant's* services;
 3. obtain and pay for the building permit, and all other permits and development costs;
 4. immediately notify the *Consultant* 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 *Contract*;
 5. engage all *Consultants* as per A13, and any other specialist consultants under terms and conditions of Contracts which are compatible with this "Canadian Standard Form of Contract for Consultant Services";
 6. ensure that all *Consultants* engaged under A13, and any other specialist consultants obtain and disclose professional liability insurance coverage compatible with GC8 or as described in A20, *Other Terms and Conditions*.

GC3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

1. **PROJECT BUDGET**
Neither the *Consultant* nor the *Client* has control over other professional fees, land development or other costs related to the entire endeavour of the *Client*, therefore the *Consultant* cannot and does not warrant or represent that *Project Costs* will not vary from the *Project Budget*.
2. **CONSTRUCTION BUDGET AND CONSTRUCTION COST**
Neither the *Consultant* 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 *Consultant* cannot and does not warrant or represent that bids or negotiated prices will not vary from the statement of probable *Construction Cost*.
3. **STATEMENT OF PROBABLE CONSTRUCTION COST**
If the construction procurement phase has not commenced within three months after the *Consultant* submits the construction documents to the *Client*, the agreed statement of probable *Construction Cost* and *Project Budget* 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.

4. If the lowest compliant bid or lowest negotiated proposal, exceeds the latest agreed statement of probable *Construction Cost* by more than 15%, the *Client* shall provide:
 1. written approval of an increase in the statement of probable *Construction Cost* and *Project Budget*, or
 2. authorization for re-bidding or re-negotiating of the proposal, or
 3. instructions for revising the *Project* scope or quality as necessary to reduce the *Construction Cost*, or
 4. termination of this *Contract* in accordance with GC10 if the *Project* is abandoned.
5. If the *Client* proceeds under GC3.4.3 and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed statement of probable *Construction Cost* by more than 15% is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Consultant*, then the *Client* may require the *Consultant* to modify the construction documents or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed statement of probable *Construction Cost* for no additional fee. Such modification of the construction documents to that extent shall be the limit of the *Consultant's* responsibility under GC3.4.3, and having done so, the *Consultant* 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

(If the *Consultant* is not providing payment certification services, this General condition shall not apply.)

1. The issuance of a certificate for payment shall constitute a representation by the *Consultant* to the *Client*, based on the *Consultant's General Review / Field Review* and on review of the *Contractor's* schedule of values and application for payment that the *Work* has progressed to the value indicated, to the best of the *Consultant's* knowledge, information and belief, the *Work* observed during the course of *General Review / Field 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 A10;
 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 *Consultant* 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 Workers' Compensation Board or 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 *Consultant's Instruments of Service* belongs to the *Consultant*. The *Consultant's Instruments of Service* shall remain the property of the *Consultant* whether the *Project* for which they are made is executed or not, and whether or not the *Consultant* has been paid for the services. Their alteration by the *Client* is prohibited.
2. Submissions or distribution of the *Consultant's Instruments of Service* including all software and electronic media to meet the official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Consultant's* reserved rights.

3. The *Client* may retain copies, including electronic or digital and other reproducible copies, of the *Consultant'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 *Consultant*. Except for reference purposes, the *Consultant'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 *Consultant* for the limited or repeat use of the documents.
4. As a condition precedent to the use of the *Consultant's Instruments of Service* for the *Project*, all fees and expenses as a result of Suspension or Termination, due to the *Consultant*, 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 *Consultant* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
2. The *Consultant* shall be entitled to include as part of the *Contract Documents* a provision to erect a sign identifying the *Consultant* and the *Consultant's Sub-Consultants* on the *Project* site.

GC7 DISPUTE RESOLUTION

1. The parties shall make all reasonable efforts to resolve a *Dispute* by amicable negotiations and agree to provide, on a "without prejudice" basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
2. If the parties have been unable to resolve a *Dispute*, both parties may agree to the appointment of a mediator in accordance with the latest edition at date of execution of this *Contract* of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40, to assist the parties to reach agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those Rules amended as follows:
 1. all references to "the *Contract*" are to be considered references to "the *Contract for Consultant Services*";
 2. for references in CCDC Document 40 for schedule; time; extension of time period; and termination if no *Contract*; the time period shall be adjusted from 10 working days to 15 calendar days.
3. If the *Dispute* has not been resolved within 15 calendar days after a mediator was appointed under GC7.2 or within such further period agreed to by the parties, the mediator shall terminate the mediated negotiations by giving written notice.

4. All unresolved *Disputes* may, upon *Contract* of the *Consultant* and *Client* in writing, be referred to and finally resolved by arbitration under the latest edition of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40 as amended as follows:
 1. all references to "the *Contract*" are to be considered references to "the *Contract for Consultant's Services*"; and
 2. the applicable date referring to *Substantial Performance of the Work* does not apply.
5. *Dispute* resolution shall be conducted in the jurisdiction of the principal place of business of the *Consultant* unless otherwise agreed.

GC8 LIABILITY OF THE CONSULTANT

1. The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Consultant* in any way arising out of or related to the *Consultant's* duties and responsibilities pursuant to this *Contract*, shall be limited to the amount as mutually agreed to by the *Client* and by the *Consultant* as described in A20, *Other Terms and Conditions*, and if not specified, the limit shall be \$250,000.
2. The *Client* agrees to indemnify the *Consultant* in the event of any claim against the *Consultant* in any way arising out of, or related to, the *Consultant's* duties and responsibilities pursuant to this *Contract*, initiated by a non-party to this *Contract* and arising out of, or from a claim commenced by the *Client*, and such indemnity shall only apply to the extent the said non-party claim exceeds the amount of \$250,000 or such other amount mutually agreed to, pursuant to GC8.1 above.
3. The *Consultant* shall be entitled to rely upon the published product information from manufacturers and shall not be held liable for relying on information or representation which the *Consultant* reasonably believes to be accurate.

GC9 SUSPENSION OF SERVICES

1. **CLIENT**
If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days' written notice to the *Consultant* that the *Client* elects to suspend the *Consultant's* services.
2. **CONSULTANT**
If any invoice submitted by the *Consultant* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Consultant* may give seven (7) days' written notice to the *Client* that the *Consultant* will stop rendering services.
3. If within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Consultant's* invoice, or the *Consultant* and the *Client* have not agreed in writing on terms for payment of the invoice, the *Consultant* may stop rendering services on the *Project*, and in that event the *Client* shall not have any claim whatsoever against the *Consultant* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result.

Note: Subject to GC1.5.4 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 within five (5) working days of the date of mailing. Notices sent electronically by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

4. The rights of the *Consultant* given by GC9.3 are in addition to and not in substitution for any other rights the *Consultant* may have under this *Contract* or otherwise for non-payment of the *Consultant's* invoices by the *Client*.
5. 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 *Consultant* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations, the *Consultant* may stop rendering services on the *Project*, and in that event the *Client* shall not have any claim whatsoever against the *Consultant* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result.
6. In the event of a suspension of services, the *Consultant* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Consultant* 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 *Consultant* shall be entitled to payment for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services within 30 days of the date that the invoice for suspension services is submitted. The *Consultant'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 *Consultant* is not otherwise compensated, including costs attributed to suspending the *Consultant's* contractual and employee commitments, and in addition, an amount for anticipated loss of earnings computed as a percentage of the total fee for the *Consultant's* services and *Additional Services* earned to the time of suspension, as follows:
 1. twenty percent if suspension occurs during the schematic design phase; or
 2. ten percent if suspension occurs during the design development phase; or
 3. five percent if suspension occurs during a phase subsequent to the design development phase.

GC10 TERMINATION

1. If the *Project* results in construction, the *Consultant's* services terminate one year after the earliest of:
 1. the date of certification of *Substantial Performance of the Work*, or
 2. the date of abandonment of the *Project*.
2. This *Contract* may be terminated by either party upon not less than seven (7) 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.
3. This *Contract* may be terminated by the *Client* upon at least seven (7) days' written notice to the *Consultant* in the event that the *Project* is abandoned.

4. In the event of termination, the *Consultant* shall be paid within thirty (30) 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 GC10.5.
5. Termination expenses are expenses directly attributable to abandonment of the *Project* or termination of this *Contract* for which the *Consultant* is not otherwise compensated, and in addition, an amount for anticipated loss of earnings computed as a percentage of the total fee for the *Consultant's* services and *Additional Services* earned to the time of termination, 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.

GC11 LAW GOVERNING THIS CONTRACT

1. Unless otherwise specified, this *Contract* shall be governed by the law of the province or territory of Canada which is the principle place of business of the *Consultant*.

GC12 SUCCESSORS AND ASSIGNS

1. The *Client* and the *Consultant*, 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 *Consultant* 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.

GC13 EXTENT OF CONTRACT

1. This *Contract* represents the entire and integrated *Contract* between the *Client* and the *Consultant* and super sedes all prior negotiations, representations, or *Contracts*, either written or oral. This *Contract* may be amended only in writing signed by both *Client* and *Consultant*.

GC14 PAYMENTS TO THE CONSULTANT

FEES

1. An invoice submitted by the *Consultant* under this *Contract* is due and payable when submitted to the *Client*. Payments for the *Consultant's* services shall be made on account for invoices as described in A18 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 *Consultant* 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 *Consultant* is proven to be legally responsible or has agreed to pay.

3. Variance from the *Project Budget* or *Construction Budget* established under this *Contract* shall not constitute grounds for the *Client* to withhold fees due to the *Consultant*.
4. When a percentage-based fee is used as the method for determining the *Consultant's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Consultant's* services shall be based on A14 of the *Contract Form*.
5. If the scope of the *Project* or of the *Consultant'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 *Consultant* and such revisions or additions require services beyond those already provided, the fee for such *Additional Services* shall be based on the rates in A14 of the *Contract Form*, 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 *Consultant*, fees for services required for such extended period of the contract administration shall be adjusted as computed as set forth in A14 of the *Contract Form* or as otherwise 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 or provincial, territorial, regional or municipal legislation after the *Contract* is executed, the amount under this *Contract* shall be adjusted to include such levies.
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 *Consultant*, together with, and in addition to, any fees and reimbursable expenses that are, or become payable, any value added taxes that become payable in relation to the fees and reimbursable expenses as required by legislation.

REIMBURSABLE EXPENSES

9. The *Client* shall pay the *Consultant* for all reimbursable expenses plus an administrative charge as identified in A15.
10. Reimbursable expenses include, but are not limited to, the following actual expenditures, supported by receipts or invoices, incurred by the *Consultant*, and the *Consultant's Sub-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 *Consultant* and the *Consultant's Sub-Consultants*.

11. All reimbursable expenses not listed above shall be approved by the *Client* prior to any expenditure by the *Consultant*.

GC15 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.