

## SUPPLEMENTARY CONDITIONS

To: The Canadian Standard Form of Agreement between Client and Architect, Document 6, 1997 Edition.

### **The Agreement is amended as follows:**

1. Article 1.1.1; add the following sentence:

The Construction Budget is \$6,700,000.00 includes contingency.

2. Articles 1.4(a) and 1.4(a).1; new definition as follows:

1.4(a).1 The Construction Documents consist of the general conditions, the drawings, the specifications and all other documents identified in the agreement as Construction Documents.

All references to 'construction documents' will be deemed to be 'Construction Documents' as so defined.

3. Article 2.1.1; add the following sentences:

Specialist consultants including, but not limited to environmental design, interior design, acoustic, hardware, signage, security, fire and life safety, code including O.B.C./FADM, mechanical, electrical, structural, elevating devices, recreational equipment, arborist, site servicing, cost and landscape are included in the Architect's Basic Services. Make all submissions for necessary approvals including, but not limited to submissions for Ministry of Labour, building permits and site plan approvals necessary for proceeding with the project, but not including submissions for zoning changes.

4. Article 2.4.2; modify to read as follows:

....and general market conditions at conceptual design, 50% completion of the Construction Documents and at 90% completion of Construction Documents;

5. Article 2.4.4; modify to read as follows:

....having jurisdiction and then incorporate all requirements into the Contract Documents in order for the Architect to obtain the required consents, approvals, licences....

**The Agreement is amended as follows: (cont'd.)**

6. Article 2.4.5; add new Article as follows:

Drawings shall be prepared using Autocad 2002, or other compatible computer aided drafting software. The final Construction Documents shall be a complete set, fully coordinated, both between drawings and specifications and between Architectural, Structural, Mechanical, Electrical and other disciplines which pertain to the project, all in a manner to ensure consistency as well as completeness of the Contract Documents.

7. Article 2.6.2.6; modify to read as follows:

carry out the General Review of the Work with a qualified Architects' presence on the site of not less than the equivalent of 30% of the qualified Architect's normal working time for the duration of the Work;

8. Article 2.6.2.15; modify to read as follows:

....require special inspection or testing of work, and to direct all inspection companies, whether or not.....

9. Article 2.6.2.16; modify to read as follows:

....reasonable promptness, maximum one week turn-around time, upon such Contractor's submittals as shop....

10. Article 2.6.2.17(a); new item as follows:

prepare all change orders requested by the Client as part of the Architect's Basic Services, except that all change orders resulting in the Construction

Budget being exceeded, are subject to extra fees as set out in Section A3;

11. Article 2.6.2.23; modify to read as follows:

.....of Substantial Performance of the Work, review with his Subconsultants the Work and report any defects or deficiencies, including those reported by the Client during that period, and notify the Contractor....

12. Article 2.6.2.24; new item as follows:

carry out subsequent inspections as necessary and notify the Client in writing when rectification work is complete; and

**The Agreement is amended as follows: (cont'd.)**

13. Article 2.6.2.25; new item as follows:

prepare a set of reproducible record drawings using AutoCAD 2002, in accordance with the Client's standard level scheme, showing all changes in the Work made during construction based on change orders, Architect's instructions, and the Architect's knowledge of the Work as determined during reviews, and on marked-up prints, drawings and other data furnished by the Contractor to the Architect. The Architect shall not be held responsible for the accuracy of the information provided by the Contractor that cannot be readily verified after completion of the Contract. Record drawings shall accurately show in graphic form the as-built position of all revised building elements properly cross-referenced with revision notes as to their origin. The Architect shall turn over completed CAD record drawings and electronic files to the Client.

14. Article 2.6.2.26; new item as follows:

conduct all site construction meetings with Contractor, Client and sub-consultants. Prepare and distribute all minutes of meetings.

15. Article 2.8.2; modify the sentence as follows:

....the latest approved Construction Cost estimate as required in paragraph 2.4.2, the Client shall....

16. Article 2.8.3; modify the first sentence as follows:

If the Client chooses to proceed under 2.8.2.3, the Architect at no additional fee shall modify the construction documents or provide other services necessary to reduce the Construction Cost to below the latest approved Construction budget.

17. Article 3.1.3; add to the start of the paragraph:

save for the Architect's Basic Services as set out in 2.1, information, surveys, reports and services as set out below, the.....

18. Article 3.2.2; delete the first two words:

'obtain and'

19. Article 4.1.3; modify the sentence as follows:

.....services performed within each phase of the service as per Consultants Certificate of Payment.

**The Agreement is amended as follows: (cont'd.)**

20. Article 4.1.5; modify the sentence as follows:

....be paid by the Client within sixty days after the invoice has been received and approved by the Client. Unless at the discretion of the Client; payment can be withheld if it's deemed the consultant actions or in action has caused the client harm.

21. Article 4.1.6; modify the sentence as follows:

A Client approved unpaid Architect invoice shall bear interest at 3% per annum above the bank rate sixty days after the invoice has been received by the Client.

22. Article 4.3.1; delete and replace with the following:

Disbursements are the actual expenditures of the Architect. All disbursements are included in the fee for the Architect's Basic Services as set out in Schedule A2 except for the following, which may be charged as an extra to the fee without mark-up:

- (a) Printing of tender and Construction documents beyond 30 sets of tender documents and 10 sets of construction documents, not including the Architect's and Consultant's sets. (Note: The word "sets" refers to complete sets, including all addenda; also note that all other printing, copying and plotting costs are included in the total fee for Architect's Basic Services) All additional sets requested will be charged at \$150.00/set;
- (b) preparation of models, and mock-ups requested by the Client;
- (c) fees, levies, duties or taxes for permits, licenses or approvals from authorities having jurisdiction;
- (d) photographic services relative to additional services of the Architect.

23. Article 4.5.2; modify the sentence as follows:

.....proportionate to the extent of such services in accordance with Appendix 4, provided such deleted work was not as a result of the Architect's Construction Cost estimates being in error, and shall be based on the lowest bona fide bid or.....

**The Agreement is amended as follows: (cont'd.)**

24. Article 4.6.1; modify the sentence as follows:

For services in Schedule B, except those included in 2.1.1 Architect's Basic Services, and when revisions.....

and add the following sentences:

Any additional services shall be identified and approved before any additional work is performed by the Architect. The method of determining fees for such additional services shall be agreed upon before any additional work is performed. The Architect will keep records of hours performed by each employee on each item of additional work, and provide to Client when requested.

25. Article 4.7.1; delete and replace with the following:

If the scope of the Architect's Basic Services is changed materially, the fees shall be negotiated, equitably adjusted and approved by the Architect and Client before any additional work is performed.

26. Article 4.7.2; modify the sentence as follows:

....of the contract administration shall be negotiated and approved by the Architect and Client before any additional work is performed.

27. Article 4.8.1; modify as follows:

.....is submitted for all services performed, together with reimbursable expenses then due.

28. Article 4.10.1; modify the last sentence as follows:

These records shall be available to the Client within 5 working days of request therefore.

29. Article 5.1.1; modify the first sentence as follows:

.....the Architect belong to the Client, until Substantial Performance, when the copyright reverts to the Architect, save any copies made for or by the Client in its sole discretion.

30. Article 5.1.1; modify the second sentence as follows:

.....shall remain the property of the Client until Substantial Performance.

31. Article 5.1.1a; new item as follows:

Notwithstanding Article 5.1.1, the parties agree that,

**The Agreement is amended as follows: (cont'd.)**

- (i) no other person shall own any copyright in the design or drawings prepared by the Architect,
- (ii) the Architect shall not use the design or drawings for the benefit of anyone other than the Client, and
- (iii) the Client may modify or reconstruct all or any portion of the Project as it sees fit, following completion of the Work or upon termination of this Agreement.

32. Article 5.3.1; modify the sentence as follows:

.....fabric of the building, provided that the contents and location of the sign are approved by the Client, and said signage and any necessary approvals are paid for by the Architect.

33. Article 5.3.2; modify the sentence as follows:

...Documents a provision to erect a temporary sign identifying the Architect....

34. Article 5.4.6; modify the sentence as follows:

.....principal place of business of the Client.

35. Article 5.5.2; modify the sentence, and add a new sentence as follows:

.....this Agreement, shall be limited to \$1,000,000 each claim and \$2,000,000 for all claims. In addition, the Architect shall carry \$2,000,000 for general liability.

36. Article 5.7.4; modify the sentence as follows:

.....the Architect shall be paid within 60 days of receipt of invoice for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes.

37. Article 5.7.5: delete and all associated references thereto.

38. Article 5.8.1; modify the sentence as follows:

.....law of the Place of the Work.

39. Article A1.1; delete second sentence.

40. Article A2.3; modify the sentence as follows:

**The Agreement is amended as follows: (cont'd.)**

.....be apportioned to the phases of service as per Appendix 4.

41. Article B1.1; modify the first sentence as follows:

.....services unless so identified in the main body of this Agreement as amended herein.

42. Article B3.1; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Provide analyses of the Client's needs and prepare the program for this Project.

43. Article B3.5; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Provide services relating to future facilities, system and equipment which are not intended to be constructed as part of the Work, so far as these can be determined during the design period in conjunction with the Client.

44. Article B3.6; incorporate as part of 2.1.1 Architect's Basic Services.

45. Article B3.7; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing detailed estimates of Construction Costs.

46. Article B3.8; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing interior design, furniture layout, graphic design, signage, and other similar services.

47. Article B3.9; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing layout and design services.

**The Agreement is amended as follows: (cont'd.)**

48. Article B3.11; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Preparing documents of alternative, separate or sequential bids.

49. Article B3.12; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing coordination of work performed by separate Contractors or by the Client's own forces.

51. Article B3.15; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing services in relation to the extended warranty inspections after expiry of the period of one year following the date of Substantial Performance.

52. Article B3.24; delete

53. Article B3.25; incorporate as part of 2.1.1 Architect's Basic Services, and modify the sentence as follows:

Providing assistance and coordination in the commissioning of any equipment or system forming part of the Contract.

54. Article B3.27; delete