Architect:	
Client:	
Project:	**Project No:**

Schedule B To Document 600, 2008
Services of the Architect and Responsibilities of the Client

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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 *architect's consultants* set forth herein and any other services included in Article A. 18. They include the provision of normal structural, mechanical and electrical engineering services by professional engineers when these *consultants* are engaged by the *architect*.

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

2.0 Schematic Design Phase

The *architect* shall:

2.1 review the program of requirements furnished by the client and characteristics of the site;

2.2 review and comment on the client's *construction budget* in relation to the client's program of requirements;

2.3 review with the client alternative approaches to the design of the *project* and the types of construction contracts;

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

2.5 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; and

2.6 prepare and submit to the client an estimate of *construction cost* based on current area or volume unit costs.

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;

3.2 prepare and submit to the client for approval a revised estimate of *construction cost*, and

3.3 continue to review applicable statutes, regulations, codes and by laws as the design of the *project* is developed.

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* consisting of drawings and specifications setting forth in detail the requirements for the construction of the *project*

4.2 advise the client of any adjustments to the estimate of *construction cost*, including adjustments indicated by changes in requirements and general market conditions;

4.3 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; and

4.4 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.*

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

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 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, have access to the *work* at all times wherever it is in preparation or progress;
.4 forward all instructions from the client to the contractor;
.5 carry out the *general review* of the *work;*
.6 examine, evaluate and report to the client upon representative samples of the *work;*
.7 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;
.8 determine the amounts owing to the contractor under the construction contract based on the *architect's* observations and evaluation of the contractor's application(s) for payment;
.9 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;*
.10 in the first instance, interpret the requirements of the construction contract documents and make findings as to the performance thereunder by both the client and contractor;
.11 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.
.12 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);
.13 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;
.14 have the authority to reject work which does not conform to the construction contract 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;
.15 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 contract documents;
.16 prepare change orders and change directives for the client's approval and signature in accordance with the construction contract documents;
.17 have the authority to order minor adjustments in the *work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time;

.18 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;
.19 determine the date of *Substantial Performance of the Work*;
.20 receive from the contractor and forward to the client for the client's review the written warranties and related documents;
.21 verify the validity of the contractor's application for final payment and issue a certificate of final payment; and
.22 prior to the end of the period of one year following the date of *Substantial Performance of the Work*, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the *work* in accordance with the construction contract.

7.0 Construction Budget and Estimate of Construction Cost

.1 The *architect* shall review and comment on the client's *construction budget* and shall prepare the estimate of *construction cost* as set out in this contract.

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 a *construction budget* for the *project;* and

1.3 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 required 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 contract 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.