

Canadian Standard Form of Agreement Between Client and Architect Abbreviated Version

DOCUMENT SEVEN

1988 Edition

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DOCUMENT 7

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Agreement

made as of the 1st day of February in the year of
nineteen hundred and Eighty-Nine

Between the Client:

(Include name and address)

Town of Pelham
Pelham Centre
Fonthill, Ontario L0S1E0

and the Architect:

(Include name and address)

Edward D. Russell
1440 Pelham Street
Fonthill, Ontario L0S1E0

For the following Project:

Address:

Description: Renovations to the Town Hall, both interior and
exterior, to prepare for the expanded needs of
the staff and the public.

The Client and the Architect agree as set forth in the following terms and conditions.

Responsibilities

The Architect's services and Client's responsibilities are as set out in Schedule "A" attached herewith.

2.1 Architect's Services and Client's Responsibilities

The Architect shall 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 required consents, approvals, licences and permits necessary for the project can be applied for and obtained by the Client.

2.2.1 Statutes, Regulations, Codes & By-Laws

If the Architect provides assistance to the Client in applying for the necessary approvals, the client acknowledges that the Architect cannot guarantee their issuance nor predict the time required to obtain the required consents, approvals, licenses and permits.

2.2.2

Where the Architect prepares estimates of the Construction Cost for the Client, he does not warrant the accuracy of such estimates as matters of cost are beyond his control. For the acceptance of the Client, he shall review and revise these estimates as the preparation of drawings and specifications proceeds.

2.3 Estimates of Construction Cost

In the event that the Architect makes revisions to or provides additional drawings, specifications or other documents when such revisions or additions are:

2.4 Additional Services

- (a) inconsistent with written approvals or instructions previously given,
 - (b) required by the enactment or revisions of statutes, regulations, codes or by-laws,
 - (c) due to the interpretation of the authorities having jurisdiction differing from the Architect's interpretation of statutes, regulations, codes and by-laws in such a way as the Architect cannot reasonably anticipate,
 - (d) due to other causes beyond the control of the Architect, or
 - (e) not contemplated in Schedule "A",
- such services shall be considered as additional services and shall be provided only with the written authorization of the Client.

The Client shall furnish information, surveys, reports and services as set out in Schedule A, the accuracy and completeness of which the Architect shall be entitled to rely on and contracts for the provision of such information, surveys, reports and services, whether arranged by the Client or the Architect, shall be considered direct contracts with the Client unless explicitly provided otherwise.

2.5 Client Information

General Conditions

Plans, sketches, drawings, graphic representations and specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations and specifications for information and reference in connection with the Client's use and occupancy of the project. ~~Except for reference purposes, the plans, sketches, drawings, graphic representations and specifications shall not be used for additions or alterations to the project or on any other project.~~ As a condition precedent to the use by the Client of the plans, sketches, drawings, graphic representations and specifications for the project, all fees and reimbursable expenses of the Architect are required to be paid in full.

3.1.1 Copyright and Use of Documents

Handwritten initials: "Jude", "CKR.", and "W".

Professional Fees and Reimbursable Expenses

Percentage Based or Fixed Fee

Calculating the Fees by Percentage of Construction Cost

- 4.1

The Client shall pay professional fees and reimbursable expenses to the Architect when invoices are rendered as set forth in this article.
- 4.2.1

A percentage of the Construction Cost of 10% Percent ~~and of~~ ~~xxxxxx~~
~~xxxxxx~~ ~~fixed fee of~~ \$ _____
- 4.2.2

When the fee for the Architect's services is based on a percentage of the Construction Cost, the basis for the apportioning of the applicable percentage of the fee for the phases of services stated above shall be calculated on the following:

Schematic Design Phase: the mutually agreed Construction Budget at the commencement of the phase.

Design Development Phase: the approved estimate of Construction Cost at the commencement of the phase.

Construction Documents Phase: the approved estimate of Construction Cost at the commencement of the phase.

Bidding or Negotiation Phase: the approved estimate of the Construction Cost at the commencement of the phase.

Construction Phase — Contract Administration: the actual Construction Cost.
- 4.2.3

When invoices are issued on a monthly basis where the fees are based on a percentage of Construction Cost or a fixed fee, the amounts invoiced shall be in proportion to the services performed within the phases listed below in the "Schedule of Payments".

Hourly Rates

- 4.3.1

Hourly Rates:

Principals

Edward D. Russell\$ 120.00

\$ _____

Staff

Technologists\$ 25.00

Draftsman\$ 18.00

Secretary\$ 15.00

\$ _____

\$ _____

~~Total Not to Exceed \$ _____~~
~~without Client's approval in writing~~xx
- 4.3.2

The hourly rates shall apply for all additional services.
- 4.3.3

Where services are performed on the basis of hourly rates, invoices shall be issued monthly.

Other Conditions

- 5.1 Upon submission of the second estimate at the Design Development stage, the client may elect to pay the architect a fee based on the fixed rate of 10% of the estimate submitted. If this method of compensation is not elected, then the fee will remain as a percentage of the tender amount.
- 5.2 The following terms of reference are considered part of the Architect's obligations:
- (1) The Architect will review the future space requirements of Town Hall staff using the estimated staffing requirements previously identified by Council.
 - (i) Both a 5 year and a 10 year time frame shall be used and general plans with estimated costs shall be prepared to indicate how future expansions will "tie in" to the existing building.
 - (ii) If a future expansion is identified, the Architect shall recommend the direction of the expansion which is believed to be the most logical and cost effective.
 - (2) The Architect shall incorporate improvements to the building so as to make it fully physically handicapped accessible.

(see attachment)

This agreement entered into as of the day and year first above written.

Client

L. J. Collins MAYOR
Mary Hallett CLERK

by _____

Witness _____

Architect

Edward C. Russell

by _____

Witness D. N. E. 6. FEB 89

5.2 (continued)

- (3) The Architect shall incorporate improvements to the building so as to provide washrooms in the "public area(s)" of the building.
- (4) The Architect shall incorporate improvements to the building to eliminate the necessity of staff to pass through reception/lobby areas when moving from one staff area to another. This is one area of concern.
- (5) The Architect shall incorporate improvements to the building to ensure that the accessibility of the public to the offices of senior staff is as convenient as possible. Treasurer's office is not close enough.
- (6) The Architect shall provide the Town with a breakdown of estimated costs:
 - (i) to renovate the area formerly occupied by the library; and,
 - (ii) to upgrade the entire building to make it more energy efficient, in order to take advantage of the 50% energy efficiency grant available from the Province of Ontario.
 - (iii) the Architect shall identify and recommend any repairs required to the existing structure.
- (7) The Architect shall review proposed sizes for office and clerical areas to ensure that all available space is efficiently utilized.

Schedule of Architect's Services and Client's Responsibilities

ITEM		ARCHITECT'S		CLIENT'S RESPON- SIBILITIES	NOT APPLIC- ABLE
		SERVICES	ADDI- TIONAL SERVICES		
PREDESIGN PHASE	Statement of Requirements or Building Program			X	
	Measured Drawings			X	
	Certified Land Survey			X	
	Soil Report				X
	Construction Budget	X			
	Other:				
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				
CONSULTANTS	Structural Engineering Services				X
	Mechanical Engineering Services	X			
	Electrical Engineering Services	X			
	Landscape Architectural Services				X
	Cost Estimating Services	X			
	Other:				
SCHEMATIC DESIGN PHASE	Review of Program of Client's Requirements	X			
	Investigate Existing Conditions	X			
	Schematic Design Documents	X			
	Estimate of Construction Cost				X
	Other:				
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				
DESIGN DEVELOPMENT PHASE	Design Development Documents	X			
	Estimate of Construction Cost	X			
	Other:				
	Review and Client Approval to be Obtained Before Proceeding to Next Phase				

			ARCHITECT'S		CLIENT'S RESPON- SIBILITIES	NOT APPLIC- ABLE
ITEM			SERVICES	ADDI- TIONAL SERVICES		
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS)	MUNICIPAL	Zoning Amendment				X
		Site Development Review				X
		Development Approval/Agreement				X
		Zoning By-law Variance				X
		Building Permit			X	
		Other:				
	REGIONAL	Planning				X
		Health				X
		Work Roads/Engineering				X
		Conservation				X
		Other:				
	PROVINCIAL	Housing				X
		Labour				X
		Health				X
		Fire Marshal	X			
		Elevating Devices	X			
		Transportation				X
		Communications				X
		Environment				X
		Social and Family Services				X
		Municipal Board				X
		Liquor Licensing Board				X
		Other:				
	FEDERAL	CMHC				X
		Other:				