



The **Client** and the **Architect** agree to the following terms and conditions made as of:

September 28, 2020

Client: (name and address)

Town of Fort Frances
320 Portage Avenue
Fort France, Ontario
P9A 3P9

Architect: (name and address)

Form Studio Architects Inc
131 Court Street North
Thunder Bay, Ontario
P7A 4V1

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

The Localized Office Renovation Design Works within the Fort Frances Civic Centre - 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Town of Fort Frances - Request for Proposal # 2020-AF-10

The Architect shall coordinate the services of the following **Consultants**:
engaged and paid by the Architect:

Cuthbertson Engineering, Mechanical Engineer
AG Engineering, Electrical Engineer

engaged and paid by the Client:

n/a

The **Client** shall pay Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST) within twenty-eight (28) days of receipt of Proper Invoices, the invoiced amount or the undisputed portion thereof on account of the Architect's fee and agreed upon reimbursable expenses plus applicable taxes. *Proper Invoice* shall be issued and submitted on a monthly basis unless otherwise agreed.

Unpaid *Proper Invoices* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of 9.00 % per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the *Architect's Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

- ☒ A Lump Sum Fee of: \$ 59,904.00
- ☒ At Architect's Standard Hourly Rates.
- ☐ A Percentage-based Fee of: % of the Construction Cost as defined.

☐ A Deposit of:

The **deposit** is the minimum amount payable under this Agreement, and will be credited against the final invoice.

Reimbursable expenses are charged at cost plus 10.00 % for administration and include charges for: printing, copying, delivery, communication, travel, and if authorized, lodging, special photography or models.



Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

Other Conditions: (reference attached information if needed.)

-The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.
-Site measuring will be limited to confirming existing conditions are as per the provided original working drawings.
-Design for upgrading of the existing electrical service if required will be an additional service.

Client signature

name

~~Principal~~
Architect signature

MATTHEW MILLS, PRINCIPAL

name

The **Architect** shall render the **Services** to the **Client** in accordance with the following **terms** of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to at least the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for the building/property, and any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the Architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may include portable document files (PDFs, non-editable), but do not include computer-aided design documents (e.g. CAD or BIM, editable files) unless otherwise agreed in writing.

Copies may only be used for the purpose 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 Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if Proper Invoices are not paid within 28 days, from the date of receipt of the Proper Invoice and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. The Architect may terminate upon giving seven (7) days written notice that there has been a loss of confidence in the Architect's provision of services. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees, reimbursable expenses, and charges for this Project.
8. **Proper Invoice** means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:
 - Architect's name and address.
 - Date of the Proper Invoice and the period during which the services, materials or related documentation were supplied.
 - Information identifying the authority under which the services, materials or related documentation were supplied.
 - Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
 - Amount payable for the services, material or related documentation that were supplied, and the payment terms.
 - Name, title, telephone number and mailing address of the Architect to whom payment is to be sent.
 - Any additional information specified in 11.



9. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
- (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
 - (3) any changes made to the Architect's design, drawings or documents without the Architect's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the Architect regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
10. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.
11. **Other Terms of Contract:** The Client and the Architect agree as set forth in the following other terms:

Proposed Payment Schedule:

Project Management = \$2,520 (invoice proportionately)

Pre-Design Phase = \$7,028 (invoiced on completion)

Schematic Design Phase = \$17,683 (invoiced on completion)

Detailed Design Phase = \$32,674 (invoiced on completion)

Allowance for Disbursement Expenses = \$5,220 (not included in the above Lump Sum Fee)

Disbursement Allowance includes travel and accommodation for one site visit and in person start up meeting and additional liability insurance premiums.

Refer to the Town of Fort Frances RFP #2020-AF-10 and the Submitted Proposal by Form Studio Architects for any other terms of contract.

Initialed by:

Client



~~Principal~~
Architect



Project/Client/Architect Ref:

Localized Office Renovation Design Works within the Fort Frances Civic Centre
FormStudio Proposal # PP20045

Schedule of Architect's Scope of Services:

Pre-Design			
Client's Program and Budget:	Develop <input checked="" type="checkbox"/>	Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.			<input checked="" type="checkbox"/>
Prepare measured drawings of visible conditions.			<input checked="" type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input checked="" type="checkbox"/>
Design Development Documents Phase			<input checked="" type="checkbox"/>
Estimates of Construction Cost at each phase			<input checked="" type="checkbox"/>
Construction Documents Phase – Drawings / Specifications			
Prepare drawings / specifications for:			
Building Permit <input checked="" type="checkbox"/>	Bidding/Negotiation with contractor(s) <input checked="" type="checkbox"/>	Construction <input checked="" type="checkbox"/>	
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
Permits and Approvals			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input checked="" type="checkbox"/>
Prepare and submit client signed application for building permit.			<input type="checkbox"/>
Prepare and assist Client to obtain:			
Site Plan Approval <input type="checkbox"/>	Committee of Adjustment <input type="checkbox"/>	Re-zoning Application <input type="checkbox"/>	
Negotiating / Bidding Phase			
Assist client to:	Obtain bids <input type="checkbox"/>	Prepare construction contract <input type="checkbox"/>	
Construction Phase: General Review – Construction Contract Administration			
General Review at site, and reports:	for Building Code only: <input type="checkbox"/>		
	for Building Code and all Construction Documents: <input type="checkbox"/>		
Including <input type="text"/> visits to the site over the anticipated construction duration of <input type="text"/> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input type="checkbox"/>
Construction Contract Administration field and office functions			<input type="checkbox"/>
Follow up during one year warranty period.			<input type="checkbox"/>
Other Scope of Services: (include Additional Services, special phasing or scope; reference attached information if needed.)			
<p>- The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.</p> <p>- Site Measuring will be limited to confirming conditions are as per the provided original working drawings.</p> <p>- Design for upgrading of the existing electrical service if required will be an additional service.</p>			

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