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SUPPLEMENTARY CONDITIONS: 6C-H TO AIBC STANDARD FORM OF CONTRACT 6C BETWEEN *CLIENT* AND *CONSULTANT*

FOR HEALTH CARE PROJECTS IN BRITISH COLUMBIA

Project Name | Project Number

The following Supplementary Conditions are endorsed by:

- | | |
|--|--|
| - Architectural Institute of British Columbia | - Consulting Engineers of British Columbia |
| - Fraser Health Authority | - Interior Health Authority |
| - Northern Health Authority | - Provincial Health Services Authority |
| - Vancouver Coastal Health | - Vancouver Island Health Authority |
| - Quantity Surveyors Society of British Columbia | |

These alterations and additions shall apply in their entirety to the Contract, forming part of Article A20 of the AIBC Standard Form of Contract between *Client* and *Consultant* – Document 6C. All definitions for important terms used throughout this Contract are Capitalized and written in ‘italics’ both in Document 6C and these Supplementary Conditions.

CONTRACT FORM

Item A5 *Project Budget* – Not Applicable.

PROFESSIONAL SERVICES

Item A10 – add the following services requirements:

SCHEMATIC DESIGN – The *Consultant* shall prepare and review with the *Client* up to three (3) equally developed schematic design approaches. The *Client* shall then select one (1) of such approaches as the basis for further design development, or if further schematic design work be required by the *Client*, it shall be obtained at a cost over and above the *Consultant's* fees referred to herein.

DESIGN DEVELOPMENT – The following outlines minimum requirements of *Consultants* for the Design Development Phase written report and drawing submission (*Project Brief*) to the *Client*. This information is to be bound together as a single cohesive document by the *Managing Consultant*. Three (3) copies are required.

1. An introductory executive summary of the *Project*. Indicate planning history to date with supporting documentation/letters as well as a short summary of community-related issues. Also a discussion of *Project* environment considerations if applicable.
2. The approved *Construction Budget* (e.g., Schedule A, or approved Health 1553)
3. 'Class B' detailed cost estimate, prepared by a registered *Cost Consultant*, for all consulting disciplines, containing a detailed elemental analysis with a degree of accuracy of plus or minus 7 to 10%. Letters from the respective Architectural and Engineering firms stating the latest information has been forwarded to the *Cost Consultant* for confirming review and general acceptance for completed estimate. *Managing Consultant* is to provide a comparison of the *Construction Budget* and the estimate indicating any variance along with the reason(s) for the variance.
4. A time schedule (bar chart for *Projects* under \$1.0 million or critical path method for *Projects* in excess of \$1.0 million) for completion of *Project*.
5. A detailed area summary based on Ministry Guidelines, noting net and gross areas, net-to-gross ratios, variances from guidelines and/or approved Functional Program.
6. Final Schematic Design and Design Development VA Reports for *Projects* in excess of \$5.0 million.
7. A descriptive analysis of the proposed Architectural, Structural, Plumbing, Mechanical (HVAC), Electrical, Site Services and Landscaping systems. This should include any energy conservation initiatives.
8. Outline specifications for all disciplines indicating the proposed basic finish materials including floor, wall and roof systems/components/assemblies/acoustical requirements, major structural systems, plumbing, mechanical and electrical systems, etc.
9. A basic building code analysis including any local by-law requirements (e.g., sprinklers).
10. For new buildings and major additions provide an 8 1/2" x 11" coloured reduction of an artist's rendering depicting a representative overall view of the proposed design.
11. Include drawings (computer-generated format) as required for Development Permit application reduced to form part of bound document and provide one set of half-size drawings for *Client* review from each of the disciplines showing the information as outlined:
 - Site plans indicating grades/contours, site servicing, zoning, parking, setbacks, and easements, landscaping, etc.
 - Floor plans with descriptive room names indicating basic dimensions, seating requirements, door swings, window locations, any built-in cabinets and major equipment layouts, main plumbing pipe and mechanical duct runs and shafts, equipment rooms indicating major plumbing, mechanical or electrical equipment and electrical systems layouts. Structural should include foundation, floor plans and roof plans. Also to be included should be architectural elevations and sections indicating major finishing materials, building components, any specialized features and an electrical power distribution detail sheet.

FEES AND REIMBURSABLE EXPENSES

FEE FOR SERVICES

Item A14 – Add the following requirements:

1. When the fee for the *Consultant's* services is based on a percentage of the *Construction Cost* the basis for apportioning the applicable parts of the fee to the phase of services shall be calculated on the *Construction Cost* agreed at the beginning of the phase.
2. When the fee for the *Consultant's* services is based on a percentage of the *Construction Cost* or is a fixed amount, on completion of each phase of services the *Consultant* shall be entitled to the proportion of the total fee as shown below:

	<u>Phase</u>	<u>Cumulative Total</u>
Schematic Design	\$ _____	\$ _____
Design Development	\$ _____	\$ _____
Construction Documents (70% MAX)	\$ _____	\$ _____
Construction Procurement	\$ _____	\$ _____
Construction (100%)	\$ _____	\$ _____

The *Consultant* may, for services rendered, charge the *Client* monthly on an estimated progress basis consistent with the foregoing schedule and during the construction phase consistent with the corresponding certificates issued to the *Client* for payment to the *Contractor*.

- (a) In general, the fee for Additional Services shall be stated as a fixed sum. On *Projects* where the *Consultant's* fee for *Additional Services* is requested on an hourly basis, fees shall be computed as follows:
 - (i) Principal at \$ _____ per hour. (*Fill in negotiated amount*)
 - (ii) Staff at hourly rates based upon 0.023 X nominal monthly salary. Nominal salary (not to be disclosed) is defined as the amount an employee is regularly paid each month excluding any bonus or the employee's share of salary benefits.
- (b) The hourly rates noted above are subject to review and adjustment on the yearly anniversary date of this agreement.
- (c) The fee for the *Consultants* services in connection with *Client* - approved Change Order items shall be calculated as follows:

Total Fee for *Consultant's* services X Value of Change Order item
Awarded Construction Cost

REIMBURSABLE EXPENSES

Item A15 – Add the following requirements:

EXPENSES FOR CONSULTANTS

The items listed in Appendix A attached to these Supplementary Conditions are allowable expenses for *Consultants*. All expenses must be paid by the *Consultant* – expenses cannot be direct billed to the *Client* except in unusual circumstances (in such cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the *Consultant* requires the original for another purpose (e.g. to claim for GST credits). Fill in effective date and negotiated amounts in spaces provided. Amounts subject to adjustment annually by mutual agreement. Alternatively if fixed amounts for some or all categories of expenses are mutually agreed, attach an appendix providing details.

Item A17 Payment – Not Applicable.

DEFINITIONS

CONSTRUCTION BUDGET – delete the words, “and construction contingencies.”

CONSTRUCTION COST – delete the words, “building permit fees”

GENERAL CONDITIONS

GC2 CLIENT’S RESPONSIBILITIES

Add Item 7 – The *Client* shall engage *Cost Consultant* Services

GC3 CONSTRUCTION BUDGET AND COSTS

Item 4 – Revise 15% to read 10%.

Item 5 – Revise 15% (in 2 locations) to read 10%.

GC5 COPYRIGHT AND USE OF DRAWINGS

Add the following clauses:

6. At completion of the *Construction Documents* Phase, the *Managing Consultant*, shall provide the electronic CAD File of the Architectural Floor plan(s) only to the *Client*. The file must be sent to:

name of recipient

street address of recipient

city, province, postal code

These CAD plans are required by the *Client* to have changes in the floor plan(s) incorporated before completion of the *Project* in order to meet the *Client's* reporting requirements. Upon the delivery and comparison of the *Contractor's* as-built drawings, the *Client*, or the *Consultant* as an *Additional Service*, will transfer to the CAD plans any changes that were recorded as-built during the course of construction.

Deliverable	File Type and File Extension	File Content
CAD Files	AutoCAD.dwg or <i>Client</i> to designate	Architectural Floor Plans The Construction Architectural Floor Plans will show the plan for construction to be completed by the <i>Project</i> and WILL NOT contain any XREF files

7. “The *Consultant* cannot guarantee the authenticity, integrity or completeness of data files supplied, or received or processed, in electronic format (Electronic Files). Electronic Files will not contain professional seals or stamps; will remain the property of the *Consultant*; are not to be altered or used for any purposes other than that for which they were transmitted; and are not to be transmitted to a third party without the *Consultant's* written consent. The *Client* shall release and hold harmless the *Consultant* from any claims or damages arising from the receipt, processing, alteration or inappropriate use of Electronic Files.”

GC6 PROJECT IDENTIFICATION

Item 1 – add the following at the end of the sentence, “upon approval by the *Client*.”

Item 2 – add the following at the end of the sentence, “upon approval by the *Client*.”

GC7 DISPUTE RESOLUTION

Revise the numbering sequence as follows:

Revise Item 1 to 2

Revise Item 2 to 3

Revise Item 3 to 4

Revise Item 4 to 5

Revise Item 5 to 6

Add the following items:

1. In the event of a *Dispute*, the claimant shall immediately give written notice to the other party of such *Dispute*. The other party shall reply to such notice no later than fifteen (15) calendar days after receipt of it.
7. If the *Dispute* is not resolved promptly, the *Consultant* shall continue with the provision of services, it being understood that the *Consultant* will not jeopardize their position by so doing. In recognition of this obligation by the *Consultant* to continue with the provision of services, the settlement of the *Dispute* shall commence immediately.

8. If the *Dispute* involves the payment of fees, and the *Consultant* is successful in any portion of the disputed fee the amount of the fees relating to the dispute being withheld by the *Client* shall be subject to the interest requirements of clause A19 of the Agreement Form.
9. If after fifteen (15) calendar days of receipt of notification by either party not to elect to enter into Mediation or Arbitration they may refer the unresolved *Dispute* to the courts or, to any other form of *Dispute* resolution that they mutually agree to use.

GC8 LIABILITY OF THE *CONSULTANT*

Item 2 – delete entirely and replace with new items 8.2, 8.3 and 8.4 as follows:

- 8.2 Notwithstanding the provision of insurance coverage by the *Client*, the *Consultant* hereby agrees to indemnify and save harmless the *Client*, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the *Consultant* or their *Sub Consultant(s)*, servant(s), agent(s) or employee(s) under this Contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the *Client*, its other *Consultant(s)*, assign(s) and authorized representative(s) or any other persons.
- 8.3 At the *Client's* option, the *Consultant* shall, at its own expense, promptly assume the defence of any claim, suit or other proceeding brought against the *Consultant* and their respective servant(s), agent(s), or employee(s) under this Contract.
- 8.4 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the *Client* in, or as a result of any proven legal liability of the *Consultant* and their respective servant(s), agent(s) or employee(s), the *Consultant* shall forthwith cause the same to be discharged. In the event that the *Consultant* shall fail to remove the said encumbrance(s), then the *Client* shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the *Consultant*, and the *Client* shall furthermore be entitled to any additional costs that it may thereby incur.

Renumber Item 8.3 to 8.6.

Add new Item 8.5, requiring insurance coverage as follows:
(Insert ✓ in box as appropriate)

Value of Construction	Coverage per Claim (<i>Managing Consultant</i> or <i>Consultant</i>)			
	Professional Liability	Auto	General Liability	
\$0 - \$2.5 million	\$250,000 * <i>Annual Aggregate \$500,000</i>	\$2.0 million	\$2 million (unless <i>Client</i> provides)	
over \$2.5 million - \$7.5 million	\$500,000 * <i>Annual Aggregate \$1,000,000</i>	\$2.0 million	\$2 million (unless <i>Client</i> provides)	
over \$7.5 million - \$15.0 million	\$1.0million* <i>Annual Aggregate \$1,000,000</i>	\$2.0 million	\$2 million (unless <i>Client</i> provides)	
over \$15 million	Negotiated	\$2.0 million	\$2 million (unless <i>Client</i> provides)	

* If the *Client* is to insure against professional liability on a single *Project* basis for all *Consultants* the coverage referred to in this section is not required during the period that the single *Project* insurance is in force.

Consultant's Professional Liability Insurance – upon the *Managing Consultant's* request the *Client* shall provide evidence of the other *Project Consultant's* Professional Liability Insurance policies.

GC9 SUSPENSION OF SERVICES

In Item 6 delete the sentences, “Before resuming services.....services is submitted.” and “The *Consultant's* fees.....be adjusted accordingly”.

In Item 7 delete remainder of item after: “ and in addition” and replace with the following Item 8:

8. If the *Project* is suspended in whole or in part for more than three (3) months or is abandoned, the *Consultant* shall be compensated for all services performed prior to receipt of written notice from the *Client* of such suspension or abandonment, together with reimbursable expenses and taxes then due and all termination expenses as set forth in GC10. The *Consultant's* compensation shall be equitably adjusted to reflect increased costs incurred by the *Consultant* as a result of such suspension. The *Consultant* shall make all reasonable efforts to mitigate such costs.

GC10 TERMINATION

Delete Item 1.2 and renumber Item 1.3 to 1.2.

In Item 4 delete the wording : “and for all termination expenses as defined in GC10.5”.

In Item 5 delete the remainder of the item after “compensated,” and add the following new items: 6 and 7.

6. In the event of termination not the fault of the *Consultant*, the *Consultant* shall be compensated for all services performed to the termination date, together with reimbursable expenses and taxes then due and all termination expenses reasonably and necessarily incurred by the *Consultant*.
7. In the event of termination by the *Client* due to the failure of the *Consultant* to perform its services, the *Client* may recover costs additional to the remaining portion of the fee, if any, otherwise payable to the *Consultant* as set forth in Item A14 FEE FOR SERVICES which are incurred by the *Client* in engaging another *Consultant*.

GC11 LAW GOVERNING THIS CONTRACT

Item 1 – delete and replace with, “This agreement shall be governed by the laws of British Columbia”.

**GC14 PAYMENTS TO THE CONSULTANTS
REIMBURSABLE EXPENSES**

Item 10 – delete entirely this item.

Add the following new Condition:

GC16 CONFIDENTIALITY OF CONTRACT

1. Subject to 16.2.
The *Consultant* shall not divulge any information that has been received or acquired on a confidential basis from the *Client* in the course of carrying out the services as provided for herein. No such information shall be used by the *Consultant* on any other *project* or *work* without the written consent of the *Client*.
2. “The limitations on the use and disclosure of the Confidential Information received shall not apply to information which (a) was known to, and disclosed by, the *Consultant* before its receipt from the *Client*; or (b) was learned by the *Consultant* from a third party entitled to disclose it, and disclosed by the *Consultant* prior to its receipt from the *Client*; or (c) becomes known publicly other than through the *Consultant*; or (d) is authorized in writing by the *Client* for disclosure; or (e) is disclosed pursuant to the requirements of a governmental authority or judicial order”.

APPENDIX A: EXPENSES FOR *CONSULTANTS*

COMPRISING PART OF THE SUPPLEMENTARY CONDITIONS 6C-H TO AIBC STANDARD FORM OF CONTRACT 6C (Article A15) BETWEEN *CLIENT* AND *CONSULTANT*

FOR HEALTH CARE PROJECTS IN BRITISH COLUMBIA

EFFECTIVE DATE: _____

1. Communication and Shipping Expenses

Allowable expenses are as follows:

- (a) The only reimbursable portion of fax charges is the actual costs of the long distance call.
- (b) Telephone charges are only reimbursable with proper receipts.
- (c) Only reasonable courier costs that are required to expedite the project are acceptable. Complete back-up is required with all claims. No “rush” packages are acceptable unless requested by the Client.
- (d) Acceptable photocopy charges are as follows:
 - 50 copies or less: max \$____ per copy.
 - 51 copies or more: max \$____ per copy.

2. Computer Plotting and Word Processing Charges

Both charges are considered to be overhead expenses and therefore not acceptable as a reimbursable expense.

3. Blueprinting

Standard commercial rates are acceptable. *Consultant's* “in-house” printing is considered to be an overhead expense and therefore not acceptable as a reimbursable expense.

TRAVEL EXPENSES

The *Consultant* must be outside their headquarters area (over 32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

The following meal allowances can be claimed which must not exceed \$____ per day (receipts not required):

Breakfast only	\$____	claim if travel starts before 7 a.m. or ends after 7 a.m.
Lunch only	\$____	claim if travel starts before 12 noon or ends after 12 noon.
Dinner only	\$____	claim if travel starts before 6 p.m. or ends after 6 p.m.
Breakfast and lunch only	\$____	see above
Breakfast and dinner only	\$____	see above
Lunch and dinner only	\$____	see above
Full day	\$____	

2. Mileage Rates When Using Private Vehicle:

The private mileage allowance is \$____ per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Avis Canada Ltd., B.C. Car & Truck Rental, Best Choice Auto Rentals, Budget Rent-a-Car of BC Ltd., Discount Car & Truck Rental, Hertz Canada Ltd., National Car Rental Inc. and Thrifty Canada Ltd., are to be used. Other rental firms are to be used only when these firms cannot supply vehicles. *Consultant* and non-employees should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

5. Accommodation:

- (a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). The maximum amounts that may be claimed for hotel/motel are:

Summer (May 1 to September 30): \$ _____

Winter (October 1 to April 30): \$ _____

These limits may be exceeded in *exceptional circumstances* if prior *Client* approval is obtained. Only the single rate will be reimbursed. The “number in party” identified on the receipt must show only one person.

- (b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when traveling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. *Consultants* are required to travel out-of-province, a Travel Authorization form approved by the *Client* must accompany the expense claim.

OTHER EXPENSES:

- 1. Business Expenses** (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the *Client*, not the *Consultant*).

- 2. GST** paid by the *Consultant* will not be reimbursed if the *Consultant* has a mechanism to claim input tax credits from Revenue Canada (i.e. the *Consultant* has a GST registration number and his/her livelihood is from Consulting). In these cases, when travel receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by *Consultants* will be reimbursed if the *Consultant* does not have a mechanism to claim input tax credits.

- 3. Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and are necessarily incurred in providing the service. Contact the *Client* before incurring any miscellaneous expense.