The Agreement, Definitions and General Conditions in the Canadian Standard Form of Contract for Architectural Services, Document Six, 2022 Digital Edition, published by the Royal Architectural Institute of Canada, are modified and supplemented with the following Supplementary Conditions, which take priority over the standard clauses in the Agreement, Definitions, and General Conditions:

Agreement

- *Add the following as the final item in A11.2:*

  "Any other consultant retained by the City to provide specialized services that the City believes in its sole unfettered discretion will add value to the Project."

- *Delete the words "a fixed or percentage fee" in A13 and replace them with the words "the fixed fee".*

- *Delete A17 and substitute with the following:*

  "The *Client* shall, subject to reasonable deductions for disputed amounts, pay the *Architect* within 30 days after date of issuance of an invoice. Amounts unpaid after 30 days, other than disputed amounts, shall bear interest, calculated monthly at the rate of _____% per annum. Deductions for disputed amounts shall be resolved in accordance with the provisions of GC14."

- *Delete A18 and substitute with the following:*

  "The addresses for official notices in writing between the Architect and the Client shall be as stated in Articles A2 and A3. The delivery of such notices shall be by courier or by first class mail during the transmission of which no indication of failure of receipt is communicated to the sender, or by other means of electronic communication in respect of which receipt is communicated to the sender. A notice shall be deemed to have been received by the addressee on the date of delivery if delivered by courier or, if sent by mail, it shall be deemed to have been received five calendar days after the date of mailing, not counting days without mail service. If sent by other electronic means, a notice shall be deemed to have been received on the date receipt of the notice is communicated to the sender, provided that if such day is not a working day, or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission. Any change in address of the parties for official notices shall be communicated by official notice in accordance with this Article.

- *In A20, replace "claims made policy" with "occurrence based policy"*

- *Delete A22 in its entirety.*

Definitions

- *Make the following change to the definition of "Construction Cost Estimate":*

  Delete the words "as determined or agreed to by the Architect from time to time".

- *Make the following change to the definition of "General Review":*

  Delete the words "the Architect and Consultants, in their professional discretion, consider" and replace them with the words "reasonable and prudent architects and consultants experienced in projects similar to the Project would consider".

General Conditions

GC 1 Architect's Responsibilities and Scope of Services

- *Delete GC 1.1.4 and substitute with the following:*

  1.1.4 utilize key personnel where so identified and obtain the *Client's* approval of any appointment or changes to any key personnel.

- *Make the following change to GC 1.1.5:*

  Delete the words "applicable terms and conditions of this contract" and replace them with "all applicable terms and conditions of this contract, including without limitation the Standard of Care, Indemnification, Limitations of Liability, and Insurance provisions".

- *Delete GC 1.1.6 and substitute with the following:*

  1.1.6 obtain the *Client's* approval of any appointment or changes to any *Consultants* engaged by the *Architect*.

- *Add the following:*

  1.1.12 before proceeding with each phase of the *Services,* obtain the *Client's* written approval of the *Architect's* deliverables from the preceding phase;

  1.1.13 discharge the *Architect's* lawful obligations to *Consultants* engaged by the *Architect* and satisfy any claims against the *Architect* or the *Client* by *Consultants* engaged by the *Architect;*

  1.1.14 permit the *Client* to review, comment upon and critique the *Architect's* deliverables, *Instrument of Service* and *Construction Documents;*

  1.1.15 represent to the *Client* that the *Architect* and its personnel have the qualifications, experience and capabilities necessary to carry out the *Services* to be provided by the *Architect* under this contract, and that the *Consultants* engaged by the *Architect* will have the qualifications to carry out the *Services* for which they are engaged to

perform;

1.1.16   if the *Client* directs the *Architect* to change a deliverable or an *Instrument of Service*, promptly make the change, unless in the *Architect's* opinion, the change will compromise the *Architect's* legal or ethical obligations, in which case the *Architect* shall notify the *Client* accordingly, in writing;

1.1.17   if, in the *Client's* opinion, there is an error or omission in the *Services,* perform any remedial *Services* requested by the *Client* as a result of that error or omission. These remedial *Services* are not *Additional Services.*

GC 2   Additional Services

- *Make the following change to GC 2.2:*

    After the word "may", add the words ", but not necessarily,"

- *Add the following:*

    2.4   When applicable, as determined by the *Client, Additional Services* shall be carried out for a pre-negotiated lump sum amount or based on the rates stated in Schedule C – Time Based Rates.

GC 3   Client's Responsibilities

- *Make the following change to GC 3.3:*

    Replace with the words: " The *Architect* shall be entitled to rely upon the accuracy and completeness of all information provided by the *Client*, the *Client's Consultants*, or other third parties engaged by the *Client* where it would be reasonable to do so given the *Architect's* training and expertise and provided that the *Architect* has used reasonable efforts to review and evaluate such information. The *Architect* shall promptly notify the *Client* of any inaccuracies or incompleteness noticed in any information provided by the *Client*, the *Client's Consultants*, or other third parties engaged by the *Client*."

- *Delete GC 3.4.1 and substitute with the following:*

    authorize in writing a person to act of the *Client's* behalf, which person, unless otherwise advised in writing by *Client*, will be *Turnbull Construction Project Managers Ltd.* and will have full scope of authority over this contract, except for the authority to amend the *Construction Budget*, which authority may only be exercised by the *Client*.

- *Make the following change to GC 3.4.4:*

    Add the following at the beginning: "if the *Client* decides to proceed with the *Project*,".

GC 4   Construction Budget, Construction Cost Estimate and Construction Cost

- *Make the following change to GC 4.3:*

    Delete the words "the *Construction Cost Estimate* shall be adjusted" and substitute "the

Client will consider adjusting the *Construction Cost Estimate* in order"

- *Delete GC 4.4 in its entirety.*

- *Make the following change to GC 4.5:*

    Delete the words "by more than the percentage stated in Article A19 of the agreement"

- *Make the following change to GC 4.5.3:*

    Add the following at the end: "at no additional cost to the *Client* as per GC 4.6."

- *Make the following change to GC 4.6:*

    Delete the words "within the percentage in excess of the *Construction Budget* as stated in Article 19 of the agreement" and substitute "an amount acceptable to the *Client*"

GC5   Architect's Role and Authority During Construction

- *Make the following change to GC 5.7.1:*

    After the word "nor", add the words "other than through the *General Review* function".

- *Delete GC 5.7.5 and substitute with the following:*

    providing *Services* that involve substantive modification of the *Construction Documents*, except as provided under GC 4.6 and GC 7.3 or except as *Additional Services*.

GC6   Use of Documents

- *Make the following change to GC 6.4:*

    Add the words "Subject to GC 6.3," at the beginning.

- *Make the following change to GC 6.3:*

    Delete the words "if the *Client* fails to fulfill its obligations under this contract, including failure to make payment for *Services* when due, or"

- *Delete GC 6.5 and substitute with the following:*

    Any alterations to or unauthorized use of the *Instruments of Service* by or at the direction of the *Client* shall be at the *Client's* sole risk. In no event shall the *Architect* or the *Consultants* engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any such alterations or unauthorized use.

GC7   Standard of Care

- *Make the following change to GC 7.1:*

    Insert the word "competent" after "other" on the second line.

- *Delete GC 7.2.*

- *Make the following change to GC 7.4:*

    Delete the word "promptly" and replace it with the words "within a reasonable period of time of becoming aware of the error or omission".

- *Add the following:*

    7.5   If the *Architect* considers any matter to be a negligent error or omission of a *Consultant* engaged by the *Architect*, the *Architect* shall promptly notify the *Client* in writing accordingly. The *Architect* shall thereupon take the necessary steps to preserve the coverage under any professional liability insurance policy that may apply.

GC8   Indemnification

- *Delete GC 8 and substitute with the following:*

    8.1   Subject to GC 9 Limitations of Liability, the *Architect* shall indemnify and hold harmless the *Client* from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party, provided such claims are attributable to:

        .1   negligent performance of professional *Services* by the *Architect* or by those for whom the *Architect* is responsible in law, or

        .2   a breach of this contract by the *Architect*.

    8.2   This GC 8 shall survive suspension, termination or completion of this contract.

GC9   Liability of the Architect

- *Delete GC 9.1, GC 9.2.3 and GC 9.3.*

GC10 Insurance

- *Make the following change to GC 10.2:*

    Delete the words "a policy" and replace them with the words "an occurrence based policy".

GC11 Termination and Suspension

- *Delete GC 11.3.1 and substitute with the following:*

    11.3.1   If the *Client* suspends performance of the *Services*, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the date of suspension plus suspension expenses directly attributable to suspension of the *Project* by the *Client* for which the *Architect* is not otherwise compensated, including costs directly attributable to suspending the *Architect's* contractual and employee commitments on account of the suspension, and for which the *Architect* can provide proof of payment if requested by the *Client*.

- *Delete GC 11.4 and substitute with the following:*

11.4   If an invoice submitted by the *Architect* remains unpaid, in whole or in part, by the *Client* for 45 days or more from the date the invoice was submitted, and the *Architect* and the *Client* have not agreed on terms for payment of the invoice, the matter is considered a dispute to which the provisions of GC13 apply. If the *Client* is in default in the performance of any of the *Client's* other obligations under this contract, the *Architect* may suspend performance of the *Services* or terminate this contract. The *Architect's* right to suspend or terminate this contract is subject to the *Architect* notifying the *Client* in writing that the *Client* is in default of its contractual obligations and instructing the *Client* to correct the default in the 10 working days immediately following receipt of such notice, the *Client* failing to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, and the *Architect* thereafter giving notice in writing to the *Client* that the contract is suspended or terminated as the case may be. The *Architect* shall not be liable for any delay or damages the *Client* may suffer as a result of such suspension or termination. The *Architect's* right to such suspension or termination shall be in addition to and not in substitution for any other rights the *Architect* may have under this contract or by law.

- *Delete GC 11.5 and substitute with the following:*

11.5   If the *Architect* is in default in the performance of any of the *Architect's* obligations under this contract, the *Client* may, without prejudice to any other right or remedy the *Client* may have, notify the *Architect* in writing that the *Architect* is in default of its contractual obligations and instruct the *Architect* to correct the default in the 5 working days immediately following receipt of such notice. If the *Architect* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Client* may have, the *Client* may terminate this Agreement. The *Client* must pay the *Architect* for the *Services* rendered and *Reimbursable Expenses* incurred by the *Architect* to the date of termination, less any amounts necessary to

compensate the *Client* for damages or costs incurred by the *Client* or by any person employed by or on behalf of the *Client* arising from the *Architect's* default.

- *Add the following:*

11.6   Without limiting the generality of GC 11.2, the *Architect* expressly agrees that the *Client* may terminate this Agreement at its convenience at any time on providing written notice of such termination. Upon termination for convenience, the *Architect* shall be entitled to be paid for all *Services* performed and *Reimbursable Expenses* incurred to the termination date, plus reasonable and properly documented costs incurred by the *Architect* in demobilizing and terminating its contracts with *Consultants*. For certainty, the *Architect* shall not be entitled to any loss of profit that the *Architect* or any *Consultants* incur as a result of termination under any circumstances.

GC12 Payments to the Architect

- *Make the following change to GC 12.3:*

Delete the second sentence in its entirety.

- *Add the following:*

  12.5 Amounts invoiced on account of fees for *Services* must not exceed the value of *Services* performed before the date of invoice submission.

  12.6 Where an invoice includes amounts on account of *Services* paid on a time based rate, the *Architect* shall provide, with the invoice, a breakdown indicating the name, classification, hourly rate, and number of hours (to the nearest ¼ hour) billed for each billable person. The *Architect* shall provide an explanation, satisfactory to the *Client*, if there is any change with respect to persons designated in this Contract to perform the *Services*.

  12.7 If this Contract provides for payment of *Reimbursable Expenses* as a predetermined fixed amount, amounts invoiced monthly on account of these *Reimbursable Expenses* must be proportional to the pre-determined fixed amount.

  12.8 If this Contract provides for payment of *Reimbursable Expenses* based on actual costs incurred, amounts claimed must be accompanied by originals or photocopies of supporting receipts, invoices or statements issued by parties other than the claimant.

GC13 Percentage-Based Fee

- *Delete GC 13 in its entirety.*

GC14 Dispute Resolution

- *Delete GC 14.4 in its entirety.*

GC15 Miscellaneous General Conditions

- *Make the following change to GC 15.1:*

  Replace "shall not be unreasonably withheld" with "may be withheld in the *Client's* absolute discretion".

- *Delete GC 15.2 in its entirety.*

- *Make the following change to GC 15.2:*

  At the beginning, add the words "Subject to the *Client's* approval,".