



Important Notice

You are required to understand and agree to the following:

Property of the University: This document and accompanying and associated documents are the property of the University.

Electronic Delivery: Proponents are instructed that Proposals are to be submitted electronically through UBC's Bonfire Portal (<https://ubc.bonfirehub.ca/portal/>). Proponents shall not submit their proposal via facsimile. See Section 2.10 (Closing Time and Place for Delivery).

Late Proposals: The reasonable determination of the University as to whether any Proposal is or is not received within the stipulated time shall govern. See Section 2.10 (Closing Time and Place for Delivery).

No Obligation: The University is not obligated to consider any Proposal or to award a contract to any bidder or to anyone.

Altering Documents: No alterations are to be made to the Proposal documents (unless clearly marked and highlighted, or expressly permitted). The University is entitled to assume that otherwise no alterations have been made. If the foregoing is not adhered to, then the University may treat the Proposal as non-compliant and may reject the Proposal. Alternatively the University may elect to accept the Proposal despite such non-compliance.

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Technical difficulties with electronic transmissions: There is potential for errors, problems or technical difficulties with electronic transmissions. The University is not liable or responsible in any way for this risk.

Acceptance of conditions and stipulations: Each Proponent, by submitting a Proposal, accepts all of the conditions and stipulations set out above and those set out in Section 4.2 (RFP Process and Related) and 4.3 (Acceptance of Terms and Conditions; Release and Limitation of Liability) and elsewhere in this document. **By proceeding further you accept and are taken to understand and agree to the conditions and stipulations stated in this document.**



THE UNIVERSITY OF BRITISH COLUMBIA

The University of British Columbia

Request for Proposals (RFP) 2017010239

Prime Consultant - Buchanan Tower Renewal

DATE OF ISSUE:	December 6, 2017
RESPOND BY:	December 22, 2017 – 14:00 Pacific Time
RFP CONTACT	The University Of British Columbia Supply Management Department Nathan King, Senior Procurement Officer
SUBMISSIONS:	UBC Bonfire Portal: https://ubc.bonfirehub.ca/portal

RECEIPT CONFIRMATION FORM
Request for Proposals (RFP) 2017010239
Prime Consultant - Buchanan Tower Renewal

We ask that you please:

- register your intent to submit to UBC Bonfire portal; and
- complete this form and email it to:

Attention: Nathan King, Senior Procurement Officer
Email: nathan.king@ubc.ca

Failure to complete and return this form could result in no further communications or missed communications with you regarding this RFP.

LEGAL COMPANY OR FIRM NAME:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
CONTACT TELEPHONE NO.:	

TO: The University of British Columbia

We have received a copy of the above noted RFP:

- Yes, we will be responding to this RFP.
- No, we will not be responding.

NAME & TITLE: _____

DATE: _____

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1.0 **GENERAL INFORMATION**

1.1 **Requirement**

This Request for Proposals (RFP) is for:

Brief description:	Prime Consultant and Consulting Services for Buchanan Tower Renewal Program. Phase 3 and subsequent phases.
More detailed description:	See SECTION 6.0 (Requirement Scope and Objectives) below

1.2 **Purpose**

Through this RFP the University seeks to elicit Proposals to enable the University to: (i) evaluate the technical qualifications, experience, capabilities and relative strengths of Proponents; (ii) establish pricing and costs; (iii) specify the terms and conditions that would govern any resulting contract; and (iv) select the successful Proponent or Proponents, if any, to fulfill the Requirement. This RFP sets out instructions for submitting Proposals and the process, upon and subject to terms and conditions set out herein, by which a Proponent or Proponents, if any, are to be selected.

1.3 **Key Dates**

In order to assist Proponents, following are the key target dates and events with respect to this RFP process, as currently projected. Refer also to Section 6.6 (Project Schedule and Budget) for additional project dates. These dates are not fixed or finalised and are subject to change.

RFP issued:	December 6, 2017
Closing Date for submission of Proposals:	December 22, 2017 (see Section 2.10 (Closing Time and Place for Delivery))
Select Prime Consultant and issue notice to proceed:	The week of January 2, 2018

1.4 **Sustainability**

Universities can play a critical role in advancing sustainability – as stewards of large public institutions, as educators of future leaders, and as active participants in the search for ideas and solutions that will shape our common future. After making a wholehearted commitment to sustainability in 1997, The University of British Columbia is now known as an internationally recognized leader. Sustainability at UBC incorporates a balanced focus on People, Place and Process. Our sustainability decisions are informed and guided by equal measures of ecology, economy and expectations of society. We look to our partnerships in business to recognize, respect and help us reach our goals to broadly build a sustainable environment and assisting UBC in leading the way in campus sustainability. This RFP process is an opportunity for Proponents to highlight how they are addressing and contributing towards ethical, environmental and social responsibility. As described in the UBC Supplier Code of Conduct (refer to Section 1.5 (UBC Supplier Code of Conduct) of this RFP), the University is committed to protecting the environment and working with businesses in the community that have similar commitments to improve environmental conditions, have fair and equitable work environments for their employees and demonstrate leadership in sustainability. Proponents are asked and encouraged to indicate how their business practices and operations are consistent with and support the principles of sustainability for Supply Management. A statement of these principles is available at:

<https://finance.ubc.ca/vendors/sustainability-priorities>

1.5 **Supplier Code of Conduct**

Proponents are expected to be aware of the requirements of the UBC Supply Management Supplier Code of Conduct and to comply. This Code of Conduct is available at:

<https://finance.ubc.ca/vendors/supplier-code-conduct>

END OF SECTION 1.0

2.0 RFP INFORMATION AND INSTRUCTIONS

2.1 Issuing Office

The Issuing Office for this RFP is The University of British Columbia, as follows:

Supply Management
The University of British Columbia
5th Floor TEF 3, 6190 Agronomy Rd,
Vancouver, BC V6T 1Z3

Attention: Nathan King, Senior Procurement Officer
Email: nathan.king@ubc.ca

2.2 Definitions

(a) Certain definitions - not in alphabetical order.

In this Request for Proposals:

“Authorized Representative” and “Contact Person” refer to the person whose Contact Information is provided in Section 2.1 (Issuing Office) or his or her designate.

“Contractor” and “Consultant” and “Supplier” and “Vendor” refer to the party that is to supply the goods or services or a combination thereof to the University, or perform the Requirements, under the Contract.

“must” or “mandatory” indicates a requirement that, if not met, would render a Proposal non-compliant and would entitle the University to eliminate or disqualify the Proposal on that account; provided that, unless otherwise expressly stipulated in this RFP, the University may elect to accept the Proposal despite such non-compliance.

“UBC” and “University” and “Owner” and “Client” refer to The University of British Columbia.

(b) Other definitions - in alphabetical order.

In addition, in this Request for Proposals:

“Closing Date” refers to the date set out in Section 2.10 (Closing Time and Place for Delivery).

“Closing Time” refers to the time set out in Section 2.10 (Closing Time and Place for Delivery).

“Contract” refers to the contract with the University for the supply of goods or services or a combination thereof or the performance of the University’s Requirement, as provided for and described in this Request for Proposals.

“Proforma Contract” refers to the proforma of the Contract attached as ATTACHMENT B of this RFP.

“Project” refers to the project as described in Section 1.1 (Requirement) and detailed in Section 6.0 (Requirement Scope and Objectives) and elsewhere in this RFP.

“Proponent” refers to a person (including a firm or corporation) providing or submitting a Proposal in response to this RFP.

“Proposal” refers to a proposal or submission in response to this RFP, whether or not compliant.

“Proposal Form” refers to the proposal form set out as ATTACHMENT A of this RFP.

“Purchase Order” refers to a purchase order issued by the University, as described herein. The University’s form of purchase order is available on request. For the Contract, the University may adapt and complete its form of purchase order, acting reasonably, as required to be suitable for

the Contract and to give effect to the intent and conditions and stipulations in this RFP and the Proponent's Proposal, as determined by the University acting reasonably.

"Request for Proposals" and "RFP" refer to this document including (for greater certainty, unless otherwise stipulated or the context otherwise requires) all relevant addenda issued by the University and including the Proposal Form.

"Requirement" or "Requirements" refer to the requirements described in Section 1.1 (Requirement) and detailed in Section 6.0 (Requirement Scope and Objectives) and elsewhere in this RFP.

2.3 Confirmation of Receipt

Proponents who receive this RFP are requested to complete the Receipt Confirmation Form and return via facsimile to the University at the facsimile number set out in Section 2.1 (Issuing Office) in order to:

- .1 Confirm receipt of this RFP; and,
- .2 indicate intentions regarding submission of a Proposal in response to this RFP.

NOTE: We encourage you to return the Receipt Confirmation Form. Failure to complete and return this form could result in no further communications or missed communications with you regarding this RFP.

2.4 Omissions and Discrepancies

Should the Proponent be in doubt as to the meaning, intent or interpretation of any part of this RFP, or find any discrepancies or omissions, it is the Proponent's responsibility to inquire about it and obtain clarification.

The Proponent shall be responsible for any errors, omissions, discrepancies or misunderstandings resulting from the Proponent's failure to examine thoroughly the RFP documents and from the Proponent's failure to inquire with the University and obtain clarification.

The Proponent shall not claim at any time after the submission of a Proposal or the subsequent execution of a contract that there was any misunderstanding with respect to anything contained in the RFP documents.

2.5 Interpretation

No oral interpretation of any of the RFP documents by anyone, whether or not employed by the University, shall be effective to alter or modify any of the provisions in the RFP documents.

Every request for interpretation of the meaning of any of the requirements of the RFP documents shall be made in writing as indicated in Section 2.6 (Communications and Questions).

All references to money and currency refer to Canadian dollars, unless otherwise specified.

2.6 Communications and Questions

All questions/inquiries regarding this RFP are to be directed, in writing, at least five (5) working days prior to the Closing Date, referencing the RFP title and number, and sent by facs or email to the Supply Management department to the attention of:

Nathan King, Senior Procurement Officer
Email: nathan.king@ubc.ca

Gillian Zhang, Procurement Officer
Email: Gillian.zhang@ubc.ca

It is intended that any and all clarifications considered by the University to be necessary or warranted will be in the form of written addenda only. The University will not be responsible for oral or any other explanations or interpretations that are not confirmed by addendum.

Waiver: Due to the vagaries of electronic transmissions, the University shall not be responsible for failure to receive or properly download any questions sent via email or facsimile for any reason or cause. If the

Proponent does not receive a timely response to a question/inquiry, it is the responsibility of the Proponent to follow up with the University to confirm receipt of the question/inquiry.

There is potential for technical difficulties with downloading and electronic transmissions. The University does not guarantee nor will it be liable for the accuracy of the content downloaded in this file or for transmission or formatting variances or issues.

2.7 Notification of Changes

All identified recipients of this RFP may be notified regarding any changes made to this RFP document; refer also to Section 2.3 (Confirmation of Receipt). The University reserves the right to modify the terms of the RFP at any time.

2.8 Addenda

The University may, at any time prior to the Closing Time, issue additional information, clarifications or modifications to the RFP. Addenda will be posted on the BC Bid® website (www.bcbid.ca), or as otherwise stipulated by the University from time to time. It is the Proponent's responsibility to ensure that the Proponent receives all addenda.

2.9 Project Briefing

No on-site presentation or tour or project briefing is currently planned.

2.10 Closing Time and Place for Delivery

Sealed Proposals "Request for Proposals 2017010239 Prime Consultant - Buchanan Tower Renewal" are to be received through UBC's Bonfire Portal (<https://ubc.bonfirehub.ca/portal/>) **no later than 14:00 Pacific Time, December 22, 2017** or such extended time as may be advised via addenda, and then privately opened. The determination of the University as to whether any Proposal is or is not received within the stipulated time shall govern. It is intended that the receipt time will be established by the "Time Recorder Clock" on Bonfire's website.

Late Proposals will be disqualified (except as otherwise noted in this paragraph), provided that any late Proposal will remain irrevocable and open for acceptance by the University for the period stipulated in Section 2.12 (Withdrawal of Proposals). The University may elect to accept a late Proposal in its discretion (if, for example, no other compliant Proposal is received, or, for example, if the Proponent selected fails to execute the Contract as required and no other compliant Proposal is received).

Proponents are instructed that Proposals are not to be submitted electronically (i.e. via facsimile or email). The University may elect to treat any Proposals submitted electronically as non-compliant and may reject the Proposal. Alternatively the University may elect to accept the Proposal despite such non-compliance.

All references to time refer to Pacific Time, unless otherwise specified. Any issue or determination required as to calculation or application of time shall be resolved as applied and interpreted by the University acting reasonably.

2.11 Extension of Closing Time

The University reserves the right to extend the Closing Time. The University will endeavour to notify Proponents as soon as practicable in the event of any extension of the Closing Time.

2.12 Withdrawal of Proposals

Proposals may be withdrawn by a Proponent at any time up to, but not after, the Closing Time upon written notice to the University.

Following the Closing Time, Proponent's Proposal shall be irrevocable for the period stipulated in the Proposal Form.

2.13 Liquidated Damages for Withdrawal of Proposal

If a Proponent, for any reason, seeks to withdraw or revoke its Proposal during the period of irrevocability or for any reason does not sign and deliver the Contract as required after award, the University, without

limiting any other right it may have in law, equity under or in connection with this RFP and the Proponent's Proposal, shall be entitled to:

- (a) treat the Proponent as having repudiated its obligations; and
- (b) require the Proponent to pay to the University an amount equal to the difference between the price of its Proposal and any other Proposal which is accepted by the University, if such other Proposal is for a greater price, together with the total of all costs, expenses and damages, including legal fees on a solicitor and own client basis, incurred by the University as a result of or related to such withdrawal or revocation or failure by the Proponent.

2.14 Proponent Costs

All costs and expenses with respect to the preparation and submission of a Proposal in connection with this RFP, or in attending or taking part in meetings, presentations, briefings or interviews, if any, whether at the University or elsewhere, shall be the sole responsibility of the Proponent and the University assumes no liability whatsoever for any Proponent costs and expenses.

2.15 Ownership of Proposals

Proposals shall become the property of the University. The University shall not be required to return Proposals.

The University may reproduce any of the Proposals and supporting documents for internal use or for any other purpose required or permitted by law.

2.16 Freedom of Information and Protection of Privacy Act

Proponents are advised that the University is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996 c.165 ("FIPPA"). Disclosure or release of information may be required under this legislation.

The University may choose, in the interest of public accountability, to make public or disclose finalized agreements and associated records and information, in whole or in part. Each Proponent acknowledges that the University shall be entitled to do so and consents thereto (except only for any specific information isolated and identified by Proponent as confidential, and for which, if required by UBC, the Proponent establishes that disclosure is excluded under FIPPA).

2.17 Lobbying

Proponent shall not, outside of its Proposal, directly or indirectly lobby or advocate in favour of its Proposal, or against the Proposal of another. If, despite the foregoing, any such lobbying or advocating has occurred, then the Proponent shall promptly report the matter to the Contact Person. The University may elect to disqualify a Proposal for such lobbying or advocating, or failure to report, or may elect to accept a Proposal despite non-compliance with the foregoing.

2.18 Conflict of Interest

In its Proposal, the Proponent is required to disclose to the University any potential, actual or perceived conflict of interest. If in the determination of the University a potential, actual or perceived conflict of interest exists, the University may elect to disqualify the Proposal. The University may elect to accept a Proposal despite any potential, actual or perceived conflict of interest.

If a breach of this requirement is discovered at any time during or after the RFP process, then the University may elect to invoke the provisions of Sections 2.13(a) and (b) (Liquidated Damages for Withdrawal of Proposal).

2.19 No Collusion

Except as specified within its Proposal, the Proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in their Proposal or in the proposed contract which may be awarded. Except as are declared within the Proposal: (i) there is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this RFP; (ii) the Proponent has no knowledge of the contents

of any other Proposal; and (iii) the Proponent has made no comparison of figures, agreement or arrangement, express or implied, with any other party in connection with the making of its Proposal.

2.20 Changes in a Proponent

If there is an addition, deletion, or other change in the members comprising a Proponent, in the key personnel positions of a Proponent or a change of effective control in any Proponent member after a Proposal has been submitted, the Proponent is required to notify the Contact Person, in writing, within five (5) working days of any such change. The University may elect to disqualify a Proponent if, in its opinion, the change materially negatively affects or could affect the ability of the Proponent to perform. The University may elect to accept a Proposal despite any such change, or any failure to notify.

2.21 No Assignment or Subcontracting

Unless otherwise expressly stipulated, this RFP and any Contract which may be entered into pursuant to this RFP may not be assigned or sub-contracted in whole or in part by the Proponent without the prior written approval of the University.

2.22 Use of the University's Logo

The Proponent acknowledges the proprietary interest of the University in all University names, trademarks, crests, or logos and shall not use any University name, trademark, crest or logo without the written consent of the University. The text of the UBC Third-Party Use of University Trade-Marks is available at:

<http://universitycounsel.ubc.ca/files/2010/08/policy110.pdf>

2.23 Partnering and Strategic Alliances and other Parties

A Proponent may partner or join forces with other parties to fulfill the Requirements set out in this RFP, provided that the partners, joint venturers and other parties execute the Proposal and any other documents as may be required by the University, or otherwise become liable to the University in a manner and to the extent prescribed by the University.

2.24 Other organizations "on-boarding" / additional participants

- .1 The University contemplates that other entities or organizations may wish to avail themselves of the benefit of the Contract or of the pricing associated with this RFP. With respect to entities or organizations associated with the University, the University may elect to place orders and confer the benefit of the Contract or of the pricing associated with this RFP, as the University may from time to time elect. With respect to entities or organizations not associated with the University: (a) prior written approval of the Proponent shall be required (such approval shall not be unreasonably withheld or delayed by the Proponent); and (b) it is understood that unless the University otherwise agrees: (i) a separate contract would be entered into by the Proponent and each such other entity or organization (which the University contemplates will be substantially on the same terms and conditions as the Contract, except as otherwise agreed by the Proponent and each such other entity or organization); and (ii) UBC has no liability or obligation whatsoever in respect of the contract, or proposed or possible contract, that might be entered into with any such other entity or organization.
- .2 As and when additional organizations come on stream, the UBC may elect to initiate renegotiation of pricing to reflect the additional business and leverage economies of scale.

2.25 General

- .1 Based on the Proposals received (if any) in reply to this RFP, the University will decide whether or not to proceed in the manner presented in this RFP. The University does not make any representation or give an assurance that the University will proceed with the program or Requirement outlined in this RFP, in whole or in part. In the event the University elects to proceed, in whole or in part, with the program by alternative methods, the University shall have no liability in any matter whatsoever to any of the Proponents.

- .2 Obligations of the University in connection with this RFP and the contract or agreement contemplated by this RFP are subject to the appropriation by the University of required funding, and to funding from any other sources expected or anticipated by the University. If any funding is not forthcoming or available, then the University is relieved of all such obligations, without liability, expense or penalty to the University.
- .3 The laws and the Courts of British Columbia shall apply and have exclusive jurisdiction over the subject matter of this RFP and the Contract.

*****END OF SECTION 2.0*****

3.0 **INSTRUCTIONS AND GUIDELINES FOR PROPOSAL SUBMISSION**

3.1 **Proposals**

The University is looking for Proponents to provide concise, relevant and succinct information that demonstrates the Proponent's ability (financial and technical) and willingness to undertake and address the Requirements listed herein.

In order to allow the University to conveniently and efficiently evaluate Proposals, Proponents are instructed to follow the format specified below and to comply with and adhere to the following:

- .1 Proponents shall submit the Proposal Form (refer to ATTACHMENT A) which includes:

Appendix A - PRICING AND FINANCIAL SUBMISSION

Appendix B - PROPONENT QUALIFICATIONS AND SUPPORTING SUBMISSION

- .2 The Proposal Form shall be signed by an authorized representative of the Proponent. See also Section 2.23 (Partnering and Strategic Alliances and other Parties) of this RFP.

- .3 Proposals should be prepared simply and concisely, providing a straightforward, succinct description of the Proponent's capabilities for satisfying the Requirements of the RFP. Emphasis should be on completeness and clarity of content. **Note: This forms part of the evaluation criteria. Excessive documentation or materials is discouraged.**

Proponents are instructed that submissions should be **40 single sided pages or less (including the Proposal Form and any additional pages attached to it)** including charts but excluding supporting information such as corporate information, reference sheets for prior projects, resumes, presentation boards, etc. (refer to Section 3.1 (Proposal) below). Proponents are instructed to provide sufficient content to facilitate evaluation in terms of the criteria framework in Section 4.0 (Evaluation and Award) of this RFP. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective statement of qualifications are neither required nor desired.

- .4 Any information the Proponent considers to be relevant, but not specifically applicable, may be provided as an appendix to the Proposal. If publications are supplied by the Proponent, the Proposal should indicate the specific page or paragraph reference or references that are germane or considered to be of interest. Publications provided without such reference may be disregarded.

3.2 **Submission**

Proponents are instructed to submit one (1) electronic copy of their proposal through UBC's Bonfire Portal:

<https://ubc.bonfirehub.ca/portal/>

Proponents may not make modifications to their Proposal after the Closing Time except as may be allowed by the University pursuant to Section 4.0 (Evaluation and Award).

*****END OF SECTION 3.0*****

4.0 **EVALUATION AND AWARD**

4.1 **Evaluation Weighting and Criteria**

- .1 All Proposals will be evaluated for their completeness and suitability with respect to the Requirements of the University by a committee composed of University staff or designates, which may include third party consultants.
- .2 On the basis of the information received, the University will evaluate the Proposals applying (subject to the other provisions in this Section 4.0 (Evaluation and Award)) the following:

Key Issue and Constraints	Evaluation Strategy/Criteria	Weighting
A. GENERAL PROPOSAL REQUIREMENTS		70
Executive Summary and Corporate Overview		10
	Corporate Overview, Firm Profile and Executive Summary	
Project Understanding and Project Delivery Approach		25
	Outline of proposed design approach specific to the facility renovation	
	Understanding of issues related to workplace design	
	Understanding of issues related to post-secondary educational facilities, learning environments, and horizons	
	Effective project management process to ensure that project meets client expectations and is delivered on time and on budget	
	Clear process for ensuring that all necessary stakeholders are sufficiently involved in the project and are integrated to achieve effective results.	
Effective, Multi-Discipline Project Team and Experience		35
	Prime Consultant Project Experience, including full service architecture and interior design capabilities; Proponent to submit three projects.	
	Prime Consultant's proposed team, and the percentage of time allocated per team member	
	Sub-Consultants Team and related experience: Mechanical / Electrical / Code / Acoustics	
B. FEE SUBMISSION		30
		100

The purpose of this Table is to provide structure for assessment and evaluation. The other factors as set out elsewhere in this Section 4.0 (Evaluation and Award) may also be considered and applied. For greater certainty the University may accept the Proposal ultimately judged to be the most beneficial and advantageous to the University, or that would be or provide overall "best value", or the overall "best Proposal", or the "best prospect for successful satisfactory completion of the Project", as described and set out below in this Section 4.0 (Evaluation and Award).

- .3 Presentations by Proponents may be required. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Proposal, its own qualifications for services required, and any other area of interest relative to its Proposal.
- .4 The University may elect to short-list Proponents, and may engage in a second or separate stage of this RFP, or a combination of the foregoing. The process for doing so shall be as prescribed from time to time by the University (by one or more addenda or other communications by the University). Following is a general description:
 - .1 The University may conduct interviews with Proponents (all Proponents, or those identified by the University as leading Proponents) in order to conduct further analysis and assessment, for recommendation for short-listing. Combined with or as an alternative to interviews, the University may request supplementary submissions or materials from Proponents (all Proponents, or those identified by the University as leading Proponents). Among those interviewed or invited to provide supplementary submissions or materials, the University may discontinue consideration of or eliminate Proponents.
 - .2 The remaining candidates may be invited to participate in a second or separate stage of this RFP which may include one or more of the following:
 - .1 meetings or further meetings with short-listed Proponents to discuss the project and receive input on needs and other aspects of project delivery from the Proponent's perspective;
 - .2 Proponents may be required to provide supplementary submissions or materials;
 - .3 Proponents may be required to provide clarifications, or demonstrations, or engage in pilot or preliminary steps or measures;
 - .4 the University may issue further particulars or details or breakdowns, such as, for example, a proposed "project master plan", or for example, refinement or further iterations of the Requirements;
 - .5 the University may invite further pricing or financial offering (including "best and final offer" if so stipulated by the University).
 - .3 If the University has indicated that it will short-list or engage in a second or separate stage, the University may nevertheless dispense with doing so if, once Proposals have been reviewed (or at any other stage or step in the process), the University considers that it would be expedient, or the University considers doing so is unnecessary or unwarranted.
- .5 The lowest or any Proposal will not necessarily be accepted. For the purposes of evaluation of Proposals and selection of the Proponent, if any, to whom the Contract will be awarded, the University will not be limited to consideration only of financial criteria. The University may accept or reject any alternative solutions or alternative Proposals. Within the criteria and breakdown to be applied by the University under Section 4.1.2, the following may be addressed and taken into account:
 - .1 conformity of the Proposal to Requirements set forth in the instructions to Proponents;
 - .2 experience and proficiency of the Proponent's personnel in carrying out projects similar to the Project proposed by the Proponent;
 - .3 relevant institutional experience; a proven record of excellence and client service, budget and schedule performance; response to project constituent needs; experience in various construction project delivery methods; and awareness of the campus context and the UBC community environment;
 - .4 the overall best value to the University and best prospect for successful satisfactory completion of the Project; and
 - .5 other factors reasonably considered by the University to be relevant;

all as perceived and applied by the University in good faith, and applying such reasonable assumptions and determinations as the University may reasonably make (whether or not, so long as the University acts in good faith, one or more Proponents are adversely affected thereby), and applied according to the needs and reasonable judgment of the University.

- .6 The evaluation team will not be required to keep financial components of the Proposals separate or undisclosed while carrying out the evaluation of non-financial criteria. Financial components of the Proposals may be known by the evaluation team at the outset of the evaluations, regardless of when non-financial criteria are to be evaluated or scored or the sequence in which financial and non-financial criteria are to be evaluated or scored. Proposals may be judged for overall “best value” and overall “best Proposal” taking into account the gradings or rankings, based on non-financial criteria, and financial criteria. The evaluation team may make a judgment as to whether the disparity between or among the Proponents’ respective gradings or the merits of their respective Proposals warrant departing from “lowest financial bid” as the principal consideration, or one of the principal considerations, for the selection of the successful Proponent.
- .7 Despite any pre-qualification of Proponents or pre-qualification process, price is not the sole criteria for award, and the University reserves the right to differentiate among pre-qualified Proponents based on the relative strengths, merits and gradings applying non-financial criteria as described herein.

4.2 RFP Process and Related

- .1 The RFP does not constitute an offer by the University. No contract results from the issuance of the Request for Proposals or receipt of Proposals except only that: (i) each Proponent agrees that its Proposal will be irrevocable for the period specified; and (ii) each Proponent accepts and agrees that the stipulations and provisions set out in this Section 4.2 (RFP Process and Related) and in Section 4.3 (Acceptance of Terms and Conditions; Release and Limitations of Liability) shall govern and apply. No duties or obligations on the part of the University shall be implied.
- .2 The University reserves the right to accept any Proposal that the University considers to be most beneficial and advantageous to the University, and reserves the right to reject any or all Proposals. The University may accept a non-compliant Proposal. The University may waive, regardless of severity, any non-conformity, non-compliance, irregularity or error. The University may seek a clarification or confirmation from any one or more Proponents, and may give any Proponent an opportunity to correct its Proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error relative to its Proposal (except for lateness of submission). The University may at any time elect to request re-submissions, and may undertake the entire process over again, in the same or an altered format, and with the same or different participants.
- .3 Before any contract or obligation relative to the subject matter herein becomes binding on the University, approval thereof by its authorized senior personnel, or such officer or officers of the University as the University may from time to time designate, must first be obtained.
- .4 Without limiting the University’s other rights and choices in connection with this RFP:
 - .1 if only one Proposal is received, the University reserves the right to open the Proposal and accept it or not accept it; and
 - .2 If three or fewer substantially compliant Proposals are received, the University reserves the right to reject all Proposals;
 and in each case the University may cancel the RFP and at any time issue a new RFP, on the same or altered terms.
- .5 The Proponent agrees that its Proposal shall be irrevocable and open for acceptance by the University for the period specified in the Proposal even if the Proposal is non-compliant, regardless of the severity of any such non-compliance.
- .6 The University reserves the right to reject any and all submissions.

- .7 The University will not be responsible for the costs of preparation or delivery of any Proposal.
- .8 The University may cancel this RFP at any time without any award or further liability whatsoever. The University will be entitled to reject all Proposals and collapse the Request for Proposals process, or request re-submissions from all or selected Proponents.
- .9 The University is entitled to give one or more Proponents an opportunity to clarify its Proposal and is not obligated to offer the same opportunity to the other Proponents.
- .10 The University is entitled to negotiate with one or more Proponents without being required to negotiate with the other Proponents.
- .11 The University shall be entitled to accept any Proposal which in the University's opinion offers best overall value or is the most advantageous for the University and directly award to that Proponent.
- .12 If any pre-qualification or similar process has occurred in connection with the Request for Proposals, and a Proposal is submitted by an entity (including a joint venture or partnership) that was not the pre-qualified entity, then despite any contrary statement or indication in connection with the pre-qualification or similar process, the University may nevertheless accept the Proposal if the entity that submitted the Proposal (including a partnership or joint venture) is, in the determination of the University, related to or sufficiently associated with the pre-qualified or selected entity.
- .13 The University may elect to, but is not required to, from time to time investigate or assess or independently verify any information in any Proposal. If the University does so for one or more Proposals, the University is not required to do so for others. The University may select which information, and which one or more Proposals, in respect of which it chooses to do so.

4.3 Acceptance of Terms and Conditions; Release and Limitations of Liability

- .1 Each Proponent, by submitting a Proposal, accepts all of the conditions and stipulations set out in this RFP, and acknowledges and agrees that the University will have no liability or obligation to any Proponent except only the party, if any, awarded the Contract by the University, and agrees that, if not awarded the Contract, then, whether or not any express or implied obligation has been discharged by the University, the University shall be fully and forever released and discharged of all liability and obligation in connection with the Request for Proposals and all related matters, and all actions and procedures which preceded.
- .2 Anything contained in a Proposal that contradicts or is at variance with any of the terms of this Request for Proposals will not be binding on the University unless explicitly accepted and adopted in writing by the University.
- .3 Any and all claims for damages or other recovery against the University, in connection with the Request for Proposals and related matters and the conduct or outcome of the Request for Proposals and related matters, will be limited to \$10,000 in the aggregate for all Proponents.
- .4 In addition to the preceding subsection, the Proponent, by submitting a Proposal, agrees that it will not claim for any loss or damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for all matters in connection with the Request for Proposals or the proposed Contract or in respect of the competitive process, and all related matters, and all actions and procedures which preceded, and the Proponent, by submitting a Proposal, waives and releases any claim for loss of profits and for any consequential loss.

4.4 Post-Closing Negotiations – Changes

The University may before contract award negotiate changes with the leading Proponent, including additional or modified terms, in accordance with the following:

- .1 negotiations shall commence with the leading Proponent;
- .2 if the negotiations with the leading Proponent do not lead to financial and other terms acceptable to the University, the University will be entitled to reject the Proposal from the leading Proponent

and commence negotiations with the next ranking Proponent, and if agreement is reached with the next ranking Proponent the University will be entitled to award the Contract to the next ranking Proponent;

- .3 at any time before contract award the University will be entitled to reject all Proposals and collapse the Request for Proposals process, or request re-submissions from all or selected Proponents.

4.5 UBC policies and mandates

The University adopts and publishes policies and mandates from time to time (including the “principles” and “code” referred to in Section 1.4 (Sustainability) and Section 1.5 (UBC Supplier Code of Conduct)). These assist the University to manage and guide its departments and personnel and suppliers. The University does not undertake any legal obligation, express or implied, to Proponents to adhere to such policies and mandates. The University reserves the right to depart from its policies and mandates, as the University (by its evaluation team, or the University’s signing officer(s), or otherwise) may from time to time elect or consider warranted.

4.6 Award / Acceptance

Acceptance of any Proposal shall be made only by the Authorized Representative for the University. Despite such acceptance, the liability of the University remains subject to the approval of the University’s senior signing officer(s), as provided for in Section 4.2.3 above.

4.7 Approval of Electrical Products - Intentionally Deleted

*****END OF SECTION 4.0*****

5.0 THE CONTRACT

- 5.1 The Contract will be in the form of and upon the terms and conditions set out in the Proforma Contract attached as ATTACHMENT B, adapted by the University acting reasonably (consistent with the provisions and stipulations of this RFP).

NOTE: As stated in Section 4 of the Proposal Form, the University is not required to produce a formal Contract for signature. The University may elect to treat the award to the Proponent (i.e. communication of acceptance of the Proponent's Proposal), the Proposal submitted by the Proponent, and the terms set out in the Request for Proposals, together with alterations or variations agreed upon (if any), as the Contract. The University reserves the right to, at any time (before, during or after the term of the Contract), produce a formal Contract for signature and require that it be executed and delivered within the time stipulated in Section 1(a) of the Proposal Form (or such later time as the University may allow).

- 5.2 The Contract shall include the following provision (adapted by the University acting reasonably):

The Supplier acknowledges that its proposal dated _____ submitted in response to the University's request for proposals 2017010239 Prime Consultant - Buchanan Tower Renewal and addenda if any thereto (collectively, the "RFP") was material in inducing the University to enter into the Contract, and the Supplier agrees that it shall adhere to and perform each and every one of the undertakings and representations contained in its proposal. All of the requirements and stipulations on the part of the proponent or supplier to be performed as set out in the RFP will be observed, performed and complied with by the Supplier, as part of the Contract. In the event of a conflict between:

any of the provisions of the Supplier's proposal; and

any of the provisions of the Contract or the RFP;

then the latter will govern. The University will not be obligated by anything contained in the Supplier's proposal unless expressly accepted by the University and incorporated into the Contract.

- 5.3 It is the normal practice for the University to establish certain terms of payment (such as paying amounts when certain milestones have been reached). It is contemplated that the University will consult with Proponents regarding these terms of payment. Such discussions could, for example, form part of any negotiation process (if applicable), or take place during interviews contemplated in this RFP. If not otherwise mutually approved, then the payment terms prescribed by the University acting reasonably shall govern.
- 5.4 The only persons who are or shall be authorized to speak or act for the University in any way with respect to the commercial terms of any Contract resulting from this RFP are those whose positions or names have been designated in Section 2.1 (Issuing Office) of this RFP, or as otherwise designated in the Contract.
- 5.5 No amendment of the terms of this RFP shall be effective unless in writing and executed by the Authorized Representative for the University. Such amendments remain subject to the approval of the University's authorized senior personnel, or such officer or officers of the University as the University may from time to time designate, as provided for in Section 4.2.3 above.

*****END OF SECTION 5.0*****

6.0 **REQUIREMENT SCOPE AND OBJECTIVES**

6.1 **Project Description**

Buchanan tower was constructed in the early 1970's and although a thorough maintenance program has kept the original systems working, the time has arrived to upgrade/replace these systems and also renovate and modernize the working spaces. UBC is currently executing the Buchanan Tower renewal program, to date this has been completed as a phased project tied to the Advanced Education funding from the provincial government. To date Phase 1 has been completed and Phase 2 is in construction to be completed by March 31, 2017. See appendix 6 for the detailed scope completed in Phase 1 and 2.

UBC requires the service of Prime Consultant and Consulting team for the Phase 3 and remaining phases of the Buchanan Tower renewal program. The program generally consists of the replacement of aged mechanical and electrical systems as well the renovation of each floor of the tower. Phase 3 of the project includes the renovation of the 4th, 5th and 6th floors. Remaining phases will include the renovation of floors 1, 2, 7, 8, 11 and 12. The Prime Consultant may assume that two floors will be completed each fiscal year.

6.2 **Project Scope**

1. **Phase 3 scope**

The Scope for Phase 3 includes:

Renovation and modernization of the working spaces for the 4, 5 and 6th floor of the tower, including but not limited to:

- Electrical Upgrades:
 - Electrical Panel
 - Lighting
 - IT and electrical outlets as required to accommodate the renovation
 - Secure Access, if needed
- Mechanical Upgrades such:
 - General mechanical to accommodate the renovation
 - New fan coil units and connections of the newly installed 4-pipe system
 - Plumbing for accessible washrooms and kitchenette
 - Replacement of domestic water distribution line
 - Installation of sprinklers
- Architectural Upgrades:
 - New space layout (see attached "Proposed Layout - for discussion only")
 - Backlit glass board
 - Department Signs
 - New Carpet
 - New Paint
 - Doors and door hardware
 - Kitchenettes
 - Exterior window replacement with curtain wall system
- **Optional-** Furniture Design and Tender Preparation
 - Work with the client on understanding the furniture needs
 - Prepare budgets, and review furniture needs depending on funding constraints

2. **Project Restraints:**

A key factor of this project is the construction schedule, as UBC needs to meet the completion requirements of the project's funding source. Based on this, the completion date of this project will be March 31, 2019.

With this in mind, the design efforts will have to allow for tendering of exterior window work no later than early March 2018 so construction can happen during July and August 2018. This design will also need to address the replacement of the existing induction units with new fan coil units as these are located at each window and they need to be dismantled to allow the window work to proceed.

3. Beyond Phase 3

UBC at their own discretion reserves the right to extend this project on an annual basis for the remaining floors (1, 2, 7, 8, 11, and 12) to be completed by the Prime Consultant and Consulting team. The project beyond phase 3 is dependent on funding being granted to UBC.

UBC intends to complete two floors per year. The scope for each floor is similar to the work being completed in Phase 3.

6.3 Consultant Qualifications

The Consultant should be able to demonstrate the following:

- Experience with similar projects with budgets of \$5M+;
- Experience working successfully at UBC, or other post-secondary institutions in recent years with similar projects;
- Experience preparing design alternatives for items subject to construction constraints (phasing, etc.);
- Experience working on projects while working with and addressing the needs of numerous internal clients;
- Experience working with a Construction Manager and on occupied space projects;

6.4 Project Administration and Client Consultation

The Consultant shall report to UBC's Project Manager and shall appoint a counterpart project manager who shall have authority to act on behalf of the Consultant on all project related matters. This person shall not be changed without UBC's approval.

6.5 Project Schedule and Budget

Phase 3:

The target is to complete Phase 3 of the Project no later than March 31, 2019.

The construction budget for Phase 3 floors is \$4,500,000.00CAD.

Subsequent Phase:

Depending on Budget and client requirements, the schedule for each phase to follow will be decided on an annual basis, with consultation with the Consultant. Each subsequent phase will be completed by UBC's fiscal year end of March 31.

The approximate construction budget for all remaining floors is \$9,000,000 CAD.

Activity	Date
1. Notice to proceed given by UBC	The week of January 8 th , 2018
2. Project initiation meeting	Within 1 weeks of notice to proceed

END OF SECTION 6.0

Appendix 6.1

Phase 1 and 2 - Buchanan Tower Renewal Program

The scope of work for Phase 1 included the 9th and 10th floor renovation as well as mechanical and electrical systems upgrades.

The specific scope of work for Phase 1 included:

- Replacement of the chiller and cooling tower,
- Roof Replacement
- Upgrades to the building fire alarm system
- Installation of new controls
- Installation of a new 4-pipe system to feed new heating units
- Renovation of the 9th and 10th floor, which included:
 - Exterior window replacement,
 - New interior glass partitions,
 - New carpet and paint,
 - New Lighting,
 - Electrical panel upgrades,
 - New doors and door hardware for 9th and 10th floor,
 - Decommissioning of existing induction units and replacement with new fan coil units (only on 9th and 10th floor and to be expanded to other floors as the renovation efforts progress),
 - Installation of a new wood slat ceiling in the elevator hallway of the 9th and 10th floor,
 - Installation of a backlit glass feature on the elevator corridor
 - Installation of new kitchenettes
 - Installation of a new accessible washroom on the 9th floor.

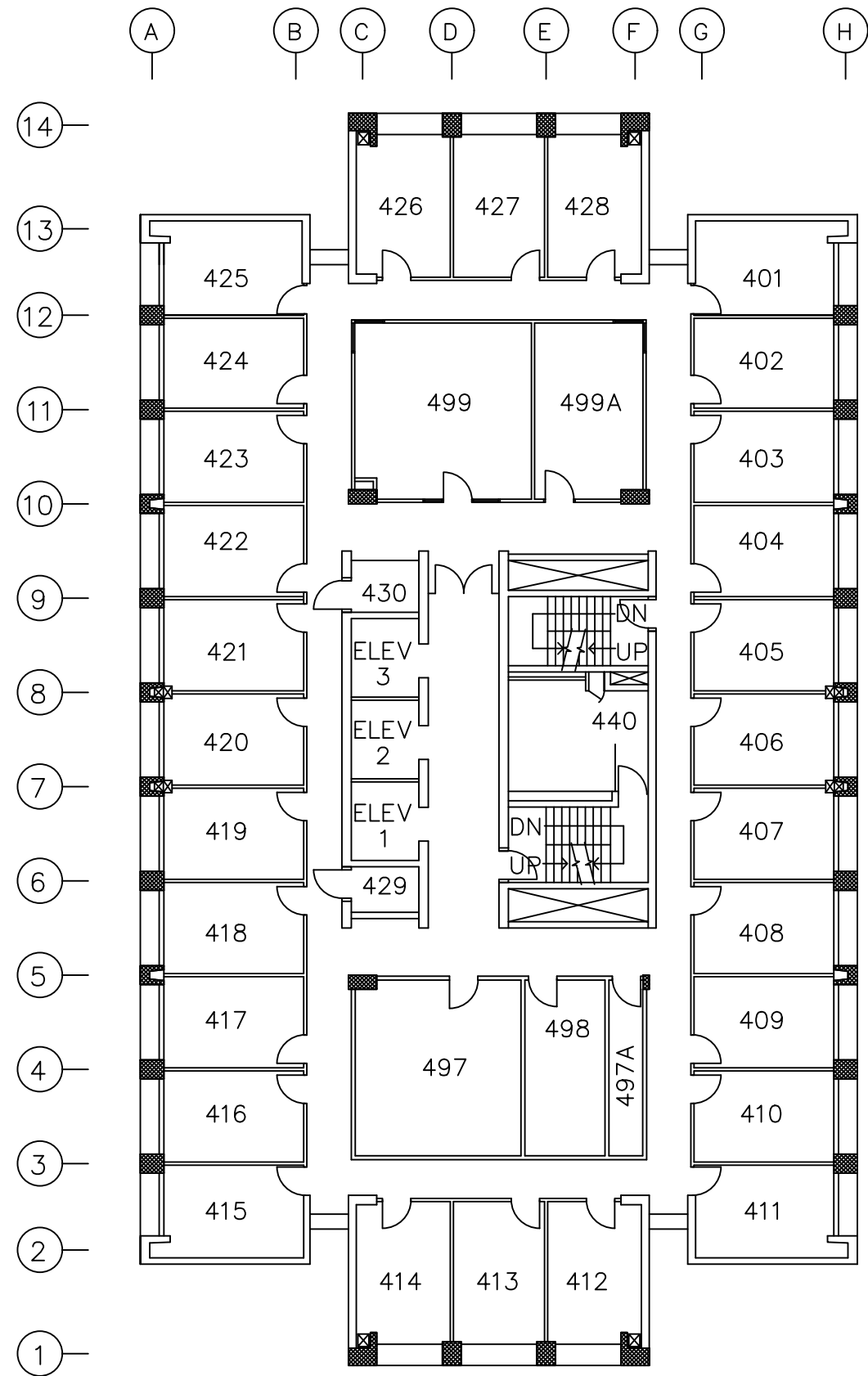
Along with renewing the building systems, one of the key aspects of the design process for phase 1 was to determine key features that would be maintained through the balance of the work efforts. The idea came as a result of the need to provide structure to the efforts to ensure that each floor can naturally connect to the other ones.

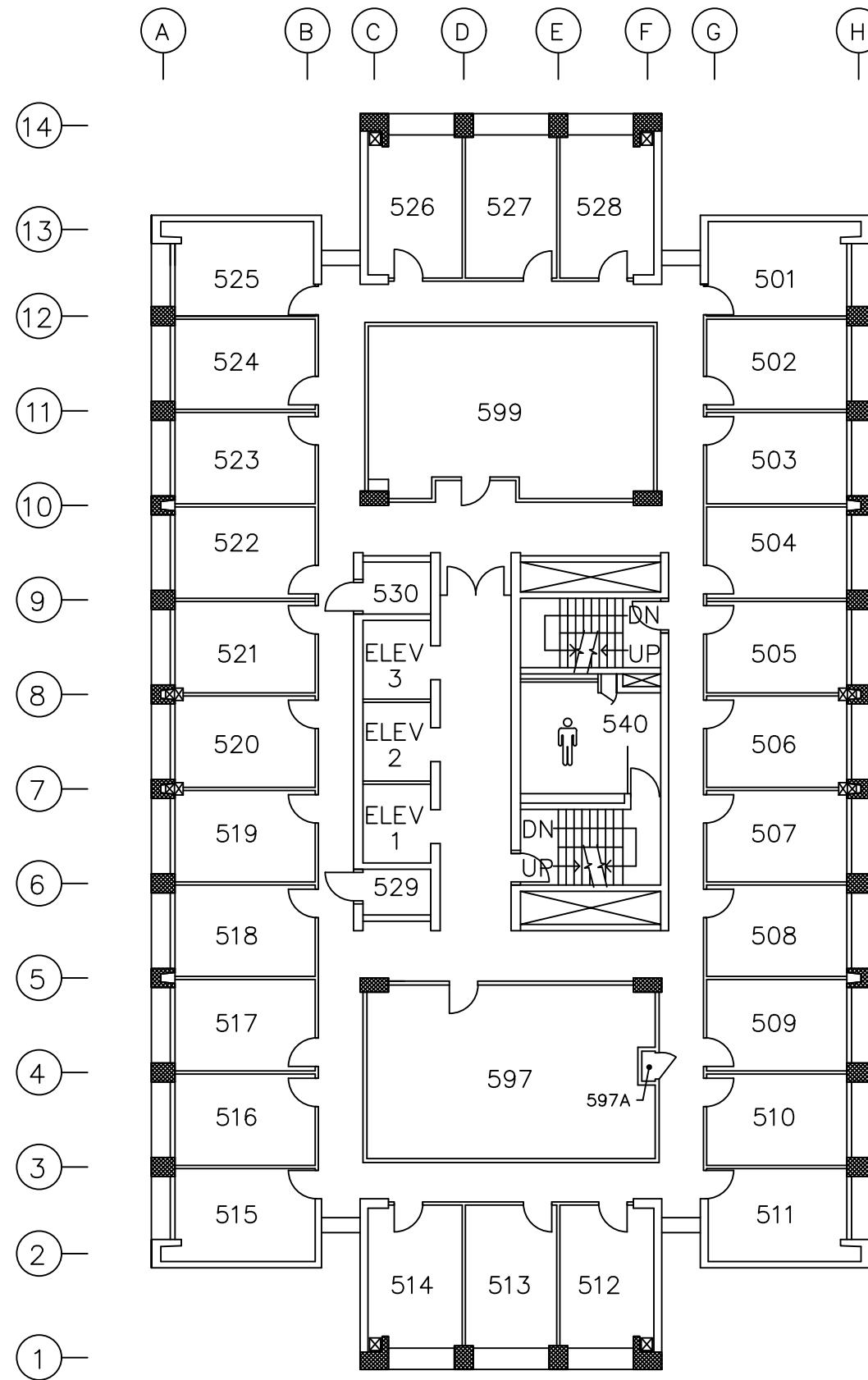
With this in mind, the features that have been established as continuing on are:

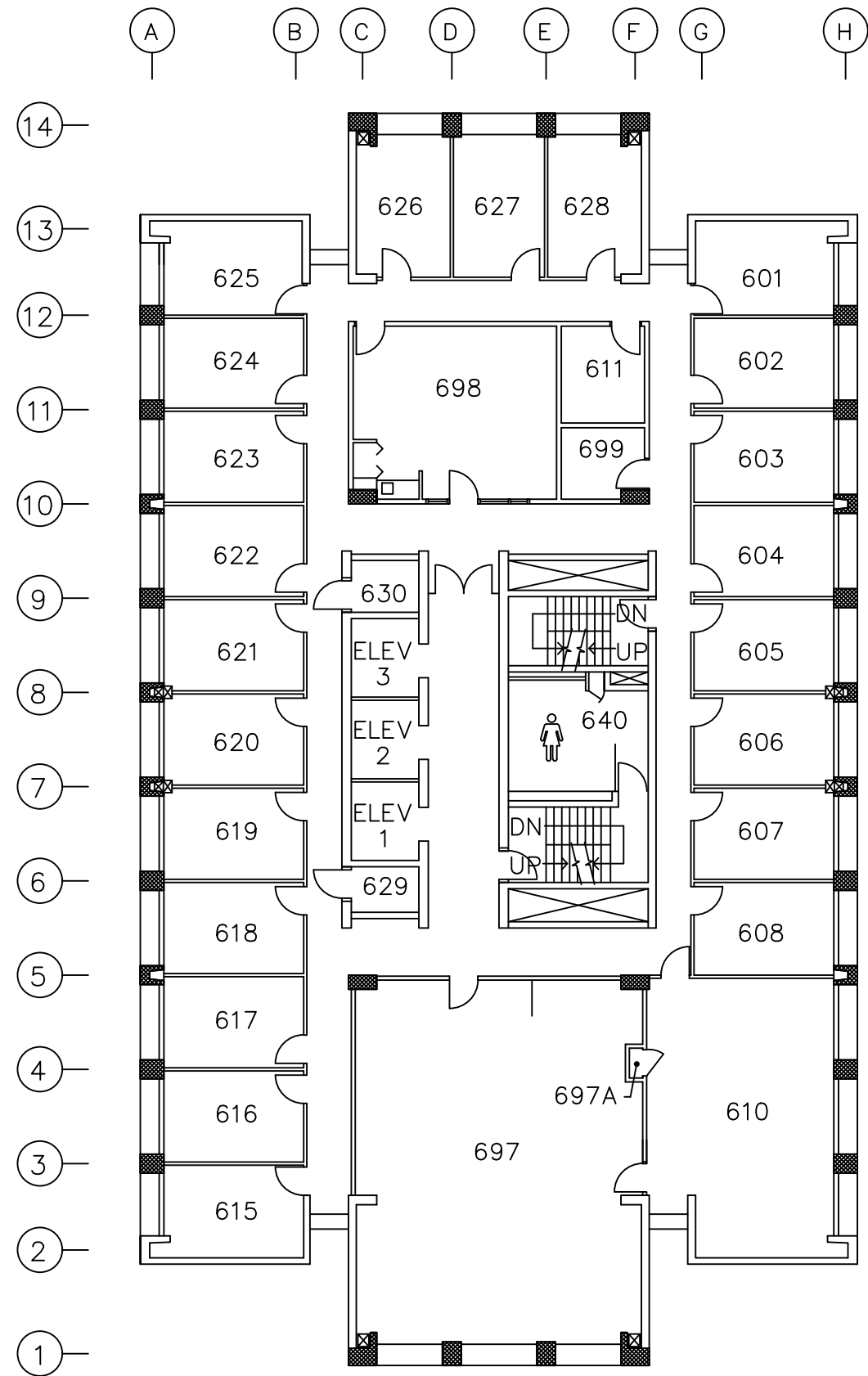
- Curtain wall system
- Wood slat ceiling
- Lighting,
- Carpet type,
- Fan coils
- Backlit glass feature
- Paint color (white walls with different color doors)

Phase 2 of the project includes the renovation of the 3rd floor only.

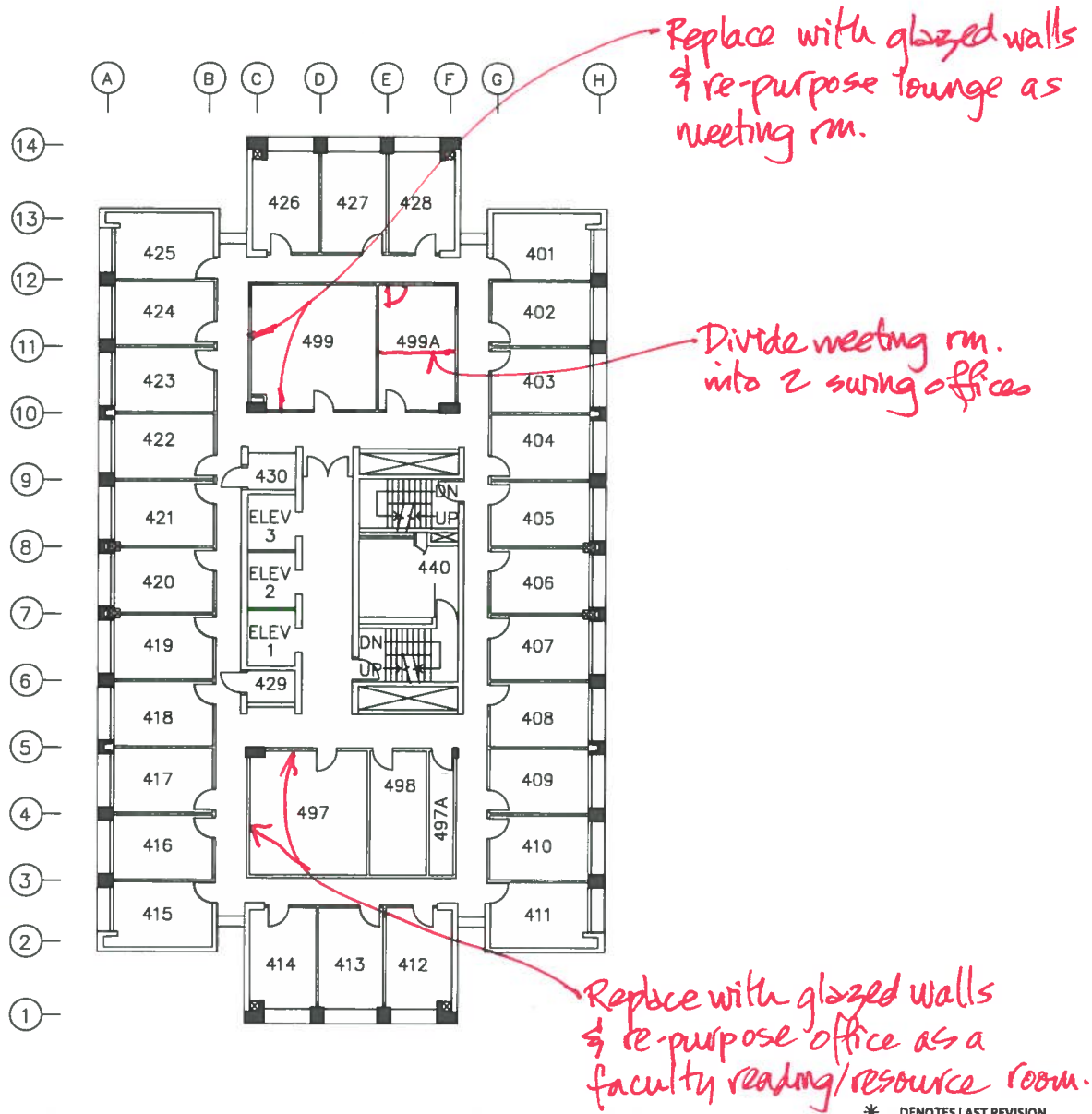
Attached are the existing floor plans for floors 4,5,6 and proposed changes.







* DENOTES LAST REVISION



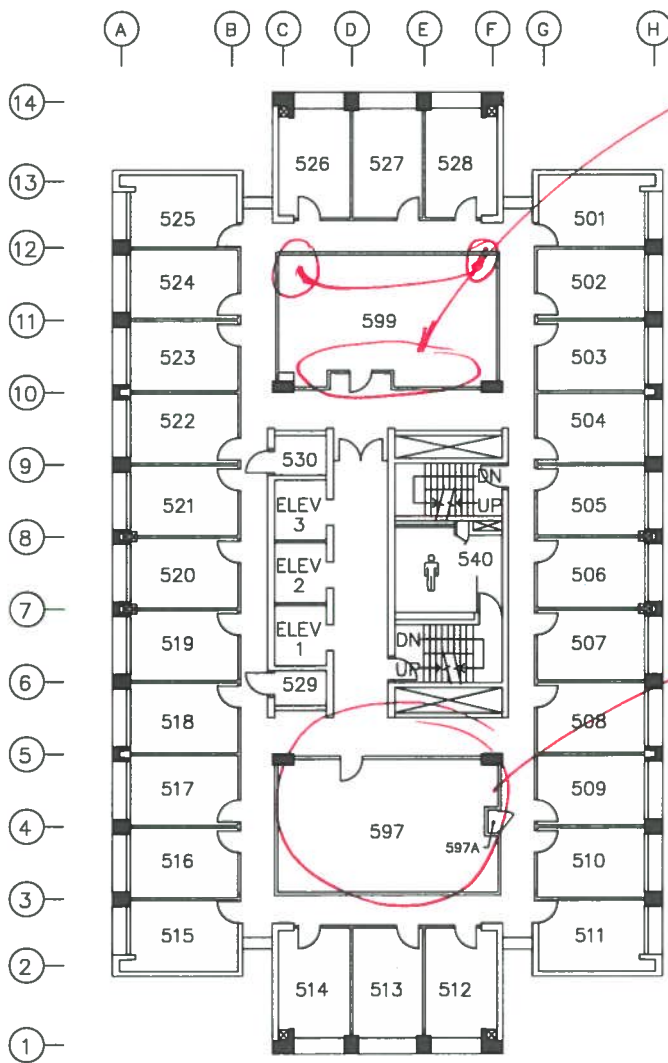
COPYRIGHT (C) THE UNIVERSITY OF BRITISH COLUMBIA 2012 KEYPLAN BY INFRASTRUCTURE DEVELOPMENT



THE UNIVERSITY OF BRITISH COLUMBIA
 BUCHANAN OFFICE TOWER
 1873 EAST MALL, V6T 1Z1

FLOOR		SCALE	* DENOTES LAST REVISION		DATE	PROJECT	BY
FOURTH	1:200	06	21 JUN 06	-	AREAS ONLY	JEL	
CONSTRUCTION DATE	DRAWN BY	05	19 FEB 04	-	120-06-068	OCB	
1972	MET	07	03 OCT 12	-	STANDARDIZED	RO	
KEYPLAN DATE	PAGE						
21 AUG 92	5 OF 14						

REVISIONS V20 V20-A4 DWG/ELARA



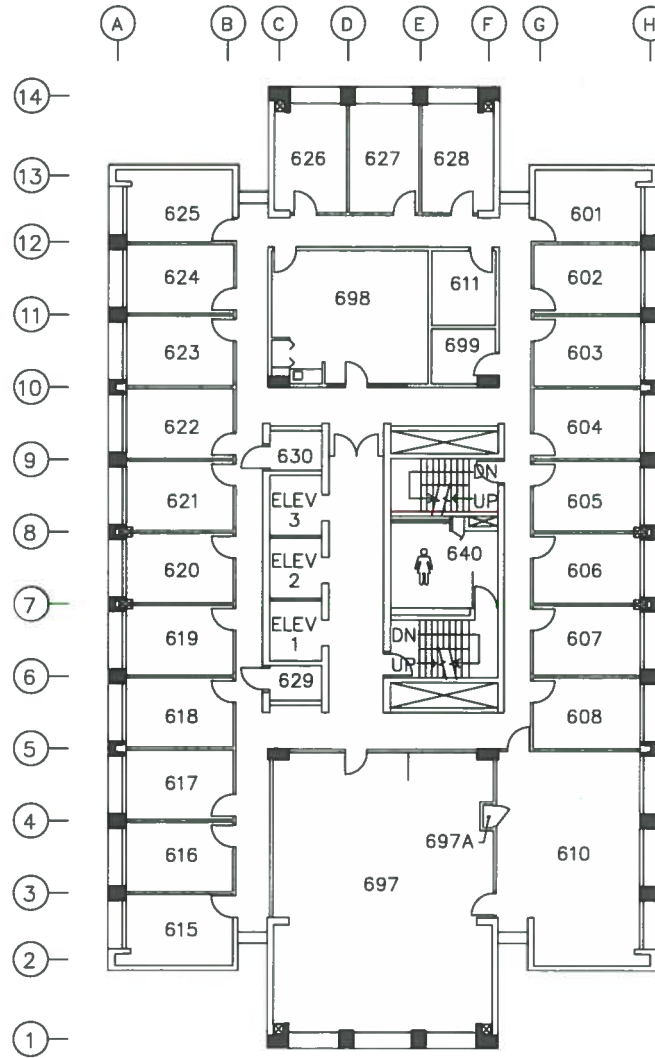
Replace with glazing & add teaching aids (whiteboard, A/V) to repurpose as seminar rm

Demolish & reconfigure to include the WC, end of trip (if feasible), meeting rm. & open informal seating.



* DENOTES LAST REVISION

FLOOR	SECRET	NO.	DATE	PROJ. NO.	ATTACHMENT	BY
FIFTH		06	21 JUN 06		AREAS ONLY	JEL
CONSTRUCTION CASE	DRAWN BY	05	19 FEB 04		120-06-068	DCB
1972	MET	07	03 OCT 12		STANDARDIZED	RO
RETIRED DATE	PAGE					
21 AUG 92	6 OF 14					



*scope not yet confirmed.
 May involve some replacement
 of solid walls to glazed to
 bring light into core; may
 involve some minor
 reconfiguration.*



FLOOR		SCALE	* DENOTES LAST REVISION			BY
SIXTH	1:200	09	DATE	PROJECT NO.	REFERENCE	JEL
CONSTRUCTION CASE	DRAWN BY	11	21 JUN 06	-	AREAS ONLY	RO
1972	MET	10	03 OCT 12	-	STANDARDIZED	JEL
KEEP AN DATE	PAGE		06 NOV 06	02-33474	120-06-067	
21 AUG 92	7 OF 14					

ATTACHMENT A
PROPOSAL FORM
[Offer made to the University]

TO: The University of British Columbia. (the “University”)
RE: Request for Proposals (RFP) 2017010239, Prime Consultant - Buchanan Tower Renewal (the “Request for Proposals”)

All words and phrases which are defined terms in the Request for Proposals have the same respective meanings in this Proposal unless otherwise stipulated herein.

1. PROPOSAL

We, _____,
(Legal Name of Proponent)

of _____
(Address of Proponent)

being familiar with the terms and conditions of the proposed Contract and all relevant laws, rules, regulations, licensing and permit requirements, labour market, and other circumstances that may affect our Proposal, hereby offer and propose to the University, if selected by the University, to

- (a) comply with and perform in accordance with the Contract; and
- (b) if the University produces a formal Contract for signature, execute and deliver the Contract, in accordance with Proponent’s Proposal as set out herein and the Request for Proposals, within ten (10) days of receiving it from the University at any time after notice of award. [See also in Section 4 of this Proposal Form.]

This offer is irrevocable and shall remain open for acceptance by the University for a period of 90 calendar days from the Closing Time. The Proponent agrees that its offer shall be irrevocable and open for acceptance as aforesaid even if its Proposal is non-compliant.

2. PROPONENT’S PRINCIPAL REPRESENTATIVE

The principal representative for the Proponent is:

Name: _____
Position: _____
Telephone number: _____
Email address: _____
Mailing address: _____
(if different from above) _____

The principal representative has the authority to make binding representations on behalf of the Proponent.

3. SUBMISSIONS BY THE PROPONENT

Accompanying this Proposal the Proponent hereby submits to the University the following:

[see accompanying Proposal Checklist].

4. THE CONTRACT

If the University produces a formal Contract for signature, then if the Proponent fails to execute and deliver the Contract within the period provided in Section 1(a) above of this Proposal, the University may then (without limiting the University’s other rights and remedies) consider that Proponent has repudiated.

The University is not required to produce a formal Contract for signature. The University may elect to treat the award to the Proponent (i.e. communication of acceptance of the Proponent’s Proposal), the Proposal submitted by the Proponent, and the terms set out in the Request for Proposals (including for greater certainty the relevant addenda), together with any alterations or variations agreed upon, as the Contract. The University may elect to do so even where the University has produced a formal Contract for signature, up until the time that the formal Contract has been fully executed and delivered by the parties.

The University may elect to communicate acceptance of the Proponent’s Proposal by: (i) issuance of a Purchase Order; (ii) a letter of award; or (iii) any other manner of communication (including email).

5. NON-COMPLIANCE WITH THE TERMS

If the Proponent wishes to stipulate any proposed non-compliance with the terms, Requirements and stipulations of the RFP, then this may be stated here:

Attach additional pages if required.

Proponents are instructed to list and state any proposed non-compliance here. Failure by the Proponent to do so does not preclude UBC from determining that Proponent’s Proposal is otherwise inconsistent and non-compliant with the terms, requirements and stipulations of the RFP.

If any such non-compliance is proposed or reflected in the Proponent’s Proposal, the University may elect to treat the Proposal as non-compliant and may reject or disqualify the Proposal for such non-compliance. Alternatively the University may elect to accept the Proposal despite such non-compliance.

6. ADDENDA

The Proponent acknowledges receipt of all addenda issued by the University. The Proponent is responsible to inquire with the University to ensure that Proponent has received all addenda issued by the University. All addenda issued by the University are incorporated into and form part of the Request for Proposals.

7. GENERAL AND SUNDRY

- (a) The rights of the successful Proponent under the Contract may not be assigned without the prior written consent of the University.
- (b) If the Proponent is comprised of more than one person, then the obligations of the said persons will be joint and several.
- (c) The Proponent warrants and certifies that all information and materials provided in its Proposal including accompanying materials are true and accurate, and constitute full, true and plain disclosure.

8. DECLARATION

The Proponent warrants and declares to the University:

- (a) that this Proposal has been prepared on the basis of its own knowledge of the nature of the work to be performed or of the goods to be supplied, the location, quality, and character of the equipment and facilities needed, as well as general and local conditions and all other such

matters which can affect the Proponent's performance under any agreement between the parties that might result from this Proposal;

- (b) that, in submitting this Proposal, the Proponent is not relying on any information or documents provided by or on behalf of the University other than expressly set out and incorporated into this Proposal Form;
- (c) that the Proponent has not directly or indirectly engaged or participated in any lobbying or advocating, as described in Section 2.17 of the Request for Proposals, and will not do so, and that if, despite the foregoing, any such lobbying or advocating occurs, then as stipulated in Section 2.17 of the Request for Proposals the Proponent shall promptly report the matter to the Contact Person;
- (d) that the Proponent is not aware of any facts or circumstances that would constitute a potential, actual or perceived conflict of interest, as described in Section 2.18 of the Request for Proposals;
- (e) that this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named as the Proponent herein, and specifically, as described in Section 2.19 of the Request for Proposals, that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in the Proponent's Proposal or in the proposed contract which may be awarded, and (i) there is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for the Request for Proposals; (ii) the Proponent has no knowledge of the contents of any other Proposal; and (iii) the Proponent has made no comparison of figures, agreement or arrangement, express or implied, with any other party in connection with the making of the Proponent's Proposal;
- (f) that the Proponent has not, directly or indirectly, induced or solicited any other Proponent to submit a sham Proposal or any other person to refrain from submitting a Proposal, and that the Proponent has not in any manner sought by collusion to secure for the Proponent or for any other person any advantage over any other Proponent; and
- (g) that the Proponent has followed the Proposal Form without alteration (unless clearly marked and highlighted, or expressly permitted). The Proponent agrees that the University is entitled to assume that otherwise no alterations have been made.

The Proponent confirms that by submitting this Proposal the Proponent accepts and agrees to be bound by all of the terms and conditions set out in the Request for Proposals including this Proposal Form.

9. EXECUTION OF PROPOSAL

IN WITNESS WHEREOF the Proponent has executed below under the seal shown below with the intent that such execution take effect as a deed.

Dated for reference the ___ day of _____, 2017.



CORPORATE PROPONENT:

Print name of Proponent: _____

by its duly authorized representative(s):

Per: _____
signature

Per: _____
signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Your signature above confirms you have the legal authority to bind the Proponent.

Your signature above confirms you have the legal authority to bind the Proponent.

WHERE PROPONENT(S) IS (ARE) INDIVIDUALS:

Signature of Proponent: _____

Print Name:



Signature of Proponent: _____

Print Name:



Add additional signature pages, as needed.

See Section 2.23 of the RFP (Partnering and Strategic Alliances and other Parties).

ATTACHMENT A [PROPOSAL FORM] - continued**Proposal Checklist**

Please submit the following checklist with the Proposal. Proponent has included the following required forms/written documents:

- completed Proposal Form
 - executed under seal
- completed Appendix A - PRICING AND FINANCIAL SUBMISSION of this Proposal Form
- completed Appendix B - PROPONENT QUALIFICATIONS AND SUPPORTING SUBMISSION of this Proposal Form
- proposed project schedule
- proposed schedule of rates for the work and services that would be charged as Reimbursable Expenses
- provide names and resumes of proposed key personnel and provide narrative and materials responsive to the other selection criteria set out in the Request for Proposals

Closing time and place for delivery: see Section 2.10 (Closing Time and Place for Delivery) of the RFP.

APPENDIX A of Proposal Form - PRICING AND FINANCIAL SUBMISSION**1. Proponent's Fees**

The University reserves the right in its sole discretion to negotiate further with any Proponent(s) prior to an award pursuant to Sections 4.2.10 and 4.4 of the RFP.

The University shall not be bound to accept any term or provision proposed or stipulated by the Proponent, regardless of the other strengths merits of the Proponent's Response.

The Proponent's fees shall conform to Attachment B.

The fee for the basic services (including all services of the sub-consultants) shall be in accordance with the following tables. All Proponents to complete the Table: Schedule of Fees, below.

Part A –Consultant Fees – Phase 3 – floors 4,5,6.

Item	Description	Hours	% of Total Hours	Total
1	Program Review			
2	Schematic Design			\$
3	Design Development			\$
4	Construction Documents			\$
5	Contract administration			\$
6	<i>Disbursements</i>			\$
Total				\$

Part B –Fee breakdown by Discipline

Provide a breakdown of the fees shown in Part A – by Discipline. Add Subconsultants as required:

Item	Description	Hours	Fees	Disbursements	Total
1	Architect		\$	\$	\$
2	Electrical Consultant		\$	\$	\$
3	Mechanical Consultant		\$	\$	\$
4	Structural Consultant		\$	\$	\$
5			\$	\$	\$
6			\$	\$	\$
Total			\$	\$	\$

Part B _ Team Member Rates

This section should include all individuals and roles that will be working on the project:

Team Member (Position and Name)	% of time allocated to Project	Hourly Rate (\$/hour)

1. Optional/Additional Services

	Services	Total Hours	Hourly Rate (\$/hour)
1	Furniture Design and Tender Preparation		\$
2			\$
3			\$
4			\$
5			\$
6			\$
7	<i>Add additional lines, as required</i>		\$

Part C –Consultant Fees – subsequent phases

For Budget purposes, including the sub-consultants listed above, provide a percentage fee for the Prime Consultant and Consulting team to execute the subsequent phases. This fee will be finalized and agreed to as subsequent phases are approved by UBC.

Proponent's should assume two floors being completed each fiscal year and an estimated budget of \$3,000,000 per yer.

Phase	Budget	Consultant Percentage Fee
Phase 4 (April 1 2019 – March 31, 2020)	\$3,000,000 CAD	
Phase 5 (April 1 2020 – March 31, 2021)	\$3,000,000 CAD	
Phase 6 (April 1 2021 – March 31, 2022)	\$3,000,000 CAD	

Appendix B OF PROPOSAL FORM – PROPONENT QUALIFICATIONS AND SUPPORTING SUBMISSION

Proponents are referred to SECTION 3.0 - INSTRUCTIONS AND GUIDELINES FOR PROPOSAL SUBMISSION.

Proposals are instructed to provide information required under this RFP adhering to the following structure:

Section Title / Requirements	
1.	Title Page
	Title Page should include the following information: <ol style="list-style-type: none"> 1. The RFP number, title, closing date and time. 2. The Proponent's name, mailing address, telephone number and email address. 3. Telephone and email information for a primary contact person within the Proponent's organization.
2.	Executive Summary
	Executive Summary should include the following information: <ol style="list-style-type: none"> 1. Overall summary of your understanding of the requirements of the program and why you should be selected for the work. This should include comprehensive overview of your understanding of the project including scope, key issues to be addressed and critical success factors, including key qualifications for the consulting team that will conduct the work.
3.	Corporate Overview
	<ol style="list-style-type: none"> 1. Provide a brief profile of your company including years in business. 2. Briefly describe firm's experience in providing services of similar complexity and value to those listed herein.
4.	Project Understanding and Project Delivery Approach
	<ol style="list-style-type: none"> 1. Outline of proposed design approach specific to the facility renovation 2. Understanding of issues related to post-secondary educational facilities, learning environments, and horizons 3. Effective project management process to ensure that project meets client expectations and is delivered on time and on budget 4. Clear process for ensuring that all necessary stakeholders are sufficiently involved in the project and are integrated to achieve effective results.
	Project Risk Assessment
	Identification and assessment of key project risks and proposed mitigation strategies. This assessment should involve risk related to project team performance, stakeholder expectations and involvement, and project schedule and budget.
	Schedule
	Proponents to provide a preliminary plan and schedule for the Requirements, with critical milestones identified.
	Sustainability
	Describe significant policies, systems, programs, or leadership initiatives practiced by your organization that would support advancement of environmental and social responsibility, including triple bottom line approaches.
	Describe your company's existing processes (if any) to define environmental performance expectations for your business partners; and to monitor adherence to these expectations.
	Describe your company's existing processes (if any) to define social responsibility expectations for your business partners; and to monitor adherence to these expectations.

Section Title / Requirements	
5.	Effective, Multi-Discipline Project Team and Experience
	1. Identify the key disciplines and individuals proposed for the project and the time committed by each team member to the project.
	2. Provide a project team chart and description / matrix of how the project team will function to achieve an optimal, integrated, multi-disciplinary approach to planning and delivering the projects.
	3. For each person or persons in your firm, or part of the project team (e.g., sub-consultants), who will be assigned the responsibility to work on this project summarize: <ol style="list-style-type: none"> 1. Related background and qualifications 2. Descriptions of roles/responsibilities 3. List of projects underway. (describe the status of each project listed) 4. Identify percentage of time dedicated to this project (based on 40-hour work week) 5. Prior UBC experience, if any
	4. Include a minimum of three (3) client references that have recently used your services of similar scope to validate your firm's ability to achieve the desired outcome outlined herein including direct comment to the strengths and capabilities Proponent brings to this opportunity. University or institutional references are preferred. <ol style="list-style-type: none"> 1. Include entity's name, contact person and title, address and phone number.
	5. Samples of work. The proponent should provide three samples of work for the Prime Consultant and one sample of work for each sub-consultant.
6.	Proponent Disclosures
	1. Conflict of Interest: Refer to 2.19 (Conflict of Interest)
7.	Additional Information
	Include any other information that you consider to be relevant to the University's evaluation of your proposal.
Section Title / Requirements	
1.	Title Page
	Title Page should include the following information: <ol style="list-style-type: none"> 1. The RFP number, title, closing date and time. 2. The Proponent's name, mailing address, telephone number and email address. 3. Telephone and email information for a primary contact person within the Proponent's organization.

ATTACHMENT B - PROFORMA CONTRACT

Attached – Standard Form of Agreement between Owner and Architect



THE UNIVERSITY OF BRITISH COLUMBIA

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

OWNER: UNIVERSITY OF BRITISH COLUMBIA

The basic form of agreement on which this agreement is modelled was initially adopted by the University of British Columbia in 2000. The University of British Columbia agreement was originally modelled on an agreement endorsed by the British Columbia Ministry of Education, the Architectural Institute of British Columbia, the Association of Professional Engineers and Geoscientists of British Columbia and the Consulting Engineers of British Columbia.

This agreement is based primarily on the “stipulated sum agreement” (i.e. with a general contractor) project delivery method, and includes provisions so that it is also suitable for use where the Owner elects to employ the “construction management” project delivery method.

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**UBC PROJECT SERVICES
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT**

THIS AGREEMENT dated for reference the ____ day of _____, 2017

BETWEEN

University of British Columbia
6328 Memorial Rd.
Vancouver, BC V6T 1Z2

(hereinafter called the "Owner")

AND

Architect -

(hereinafter called the "Architect")

for the following project (the "Project"):

Prime Consultant Prime Consultant - Buchanan Tower Renewal as described in RFP 2017010239.
--

The Owner and the Architect agree to the following terms and conditions.

ARTICLE 1 – Definitions

In this Agreement:

1.1 Additional Services

Additional Services has the meaning given in Article 2.2 and Schedule B and elsewhere in this Agreement.

1.2 Agreement

Agreement refers to this agreement, as supplemented and amended from time to time.

1.3 Architect Personnel

Architect Personnel means the professionals, agents, employees and other personnel of the Architect involved in providing the Services under this Agreement, and includes the Sub-Consultants and the professionals, agents, employees and other personnel of the Sub-Consultants.

1.4 Bank Rate

Bank Rate means the bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

1.5 Basic Services

Basic Services has the meaning given in Article 2.1 and Schedule A and elsewhere in this Agreement.

1.6 Construction Budget

The Construction Budget is the Owner's estimate of Construction Cost (which may include furniture, fixtures, and equipment, and any contingencies for cost increases) approved by the Owner in writing.

1.7 Construction Cost

Construction Cost means the contract price(s) of all elements of the Project designed or specified by or on behalf of the Architect. Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimated cost at market rates as at the estimated time of commencement of construction, as determined by the Owner.

Construction Cost includes the compensation of a Construction Manager (where a Construction Manager has been engaged), and does not include the compensation of the Architect or any Consultant, the cost of the land, contingency amounts, GST, or any other costs which are the responsibility of the Owner. Construction Cost also excludes the costs of furniture, fixtures and equipment, whether or not affixed to the Project (unless and to the extent included in the specifications for the Work provided by the Owner to the Architect, or in the Construction Budget).

1.8 Construction Management Contract

If a Construction Manager is engaged by the Owner in connection with the Project, then Construction Management Contract refers to the agreement between the Owner and the Construction Manager.

1.9 Construction Manager

Construction Manager refers to the person (if any) contracting with the Owner to, for a fee, manage and coordinate the provision of labour, materials and equipment for the execution of the Work on the Owner's behalf, and, to the extent approved from time to time by the Owner, to directly provide labour, materials and equipment for the execution of the Work.

1.10 Construction Schedule

The Construction Schedule is the schedule provided by the Contractor, and approved or accepted by the Owner, in accordance with the requirement of the Contract (or, where a Construction Manager has been engaged, if so directed by the Owner, the schedule provided by the Construction Manager in accordance with the requirements of the Construction Management Contract).

1.11 Consultant

Consultant refers to all consultants, including the Owner Consultants and the Sub-Consultants, except only the Architect and the Construction Manager (if there is a Construction Manager).

1.12 Contract

Contract refers to the agreement between the Owner and the Contractor for the provision of labour, materials, and equipment for the execution of the Work by the Contractor, setting out the respective duties, responsibilities and obligations between the Owner and the Contractor as described in the Contract Documents, and represents the agreement between the Owner and the Contractor. If more than one such agreement, the Contract as used herein includes and refers to each of them.

1.13 Contract Documents

The Contract Documents consist of the executed Articles of Agreement, the General Conditions of the Contract, the Supplementary Conditions of the Contract, the Definitions, specifications, drawings and such other documents as are identified in the Contract as Contract Documents, including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto agreed upon between the parties to the Contract in writing. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If there is more than one Contractor, then Contract Documents includes and refers to the foregoing constituent components as to all of them.

1.14 Contractor

The Contractor is a person or entity contracting with the Owner to provide labour, materials and equipment for the execution of the Work. References in this Agreement to the Contractor include and refer to all Contractors, if more than one.

1.15 Cost Consultant

Cost Consultant means the cost consultant engaged by the Architect, as provided for in Section A1.6 in Schedule A, and who is one of the Sub-Consultant's on the Design Team (as defined in Schedule C).

1.16 Direct Personnel Expense

Direct Personnel Expense means the salary of the Architect Personnel (including overtime charges if authorized by the Owner) engaged on the Project plus the Architect's portions of the cost of mandatory and customary contributions and

benefits related thereto which include employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

1.17 GST / HST / PST

GST and HST and PST have the respective meanings given in Section D8 of Schedule D.

1.18 Lien Legislation

Lien Legislation refers to the Builders Lien Act, S.B.C. 1997, c. 45, and amendments and successor legislation.

1.19 Owner Consultant

An Owner Consultant is a consultant, other than the Architect and Sub-Consultants and the Construction Manager (if there is a Construction Manager), contracting with the Owner to provide consulting service or advice as to any of the Work or the Project.

1.20 Place of Work

The Place of Work is the designated site or location of the Project of which the Work may be the whole or a part.

1.21 Project

The Project is as described on the first page hereof.

1.22 Project Budget

The Project Budget is the Owner's overall expenditure allocation for the entire Project. It includes the Construction Budget and all other costs to the Owner for the Project such as, but not limited to, professional fees, furniture, fixtures, equipment, costs of land and rights of way.

1.23 Reimbursable Expenses

Reimbursable Expenses has the meaning assigned in Article 6.3 of this Agreement.

1.24 Services

Services refers to Basic Services and Additional Services collectively.

1.25 Subcontractor

A Subcontractor is a person contracting with a Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents.

1.26 Sub-Consultant

A Sub-Consultant is a person contracting with the Architect or another Sub-Consultant to provide consulting service or advice as to any of the Work or the Project.

1.27 Substantial Performance

Substantial Performance of the Work means "completed" as defined in the Lien Legislation, relative to the entire Work. If at any time the Lien Legislation does not contain such definition, Substantial Performance shall have been reached when the Work is ready for use or is being used for the purpose intended, and is so certified by the Architect.

1.28 Technical Specifications

Technical Specifications refers to the technical specifications for the Project and the Work to be produced and developed by the Architect in accordance with Article 3.3 and the rest of this Agreement.

1.29 Tender

Tender is the preparation of all necessary documents so as to permit the Owner to obtain bids on a portion or all of the Project, as identified or directed from time to time by the Owner.

1.30 Total Performance

Total Performance of the Work is reached when the Work has been fully performed to the requirements of all of the Contract Documents and this has been so certified by the Architect.

1.31 Trade Contractor

A Trade Contractor is a person contracting with the Owner, where the “construction management” project delivery method is being employed as described in Section D1 of Schedule D of this Agreement, to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents.

1.32 Trade Contractor Contracts

Trade Contractor Contracts refers to the agreements entered into by the Owner with the Trade Contractors, where the “construction management” project delivery method is being employed as described in Section D1 of Schedule D of this Agreement.

1.33 UBC Development & Building Regulations

UBC Development & Building Regulations refers to the latest edition of the UBC Development & Building Regulations, for Vancouver or Okanagan as applicable. The Architect is required to obtain these from the Owner.

See www.planning.ubc.ca/vancouver_home/plans_and_policies/land_use_rules.php.

1.34 UBC Development Handbook

UBC Development Handbook refers to the latest edition of the UBC Development Handbook, for Vancouver or Okanagan as applicable. The Architect is required to obtain these from the Owner.

See www.planning.ubc.ca/vancouver_home/plans_and_policies/land_use_rules.php.

1.35 UBC Technical Guidelines

UBC Technical Guidelines refers to the latest edition of the UBC Technical Specifications for Architects & Engineers. The Architect is required to obtain these from the Owner.

See www.technicalguidelines.ubc.ca.

1.36 Work

The Work means the total construction and related services required by all of the Contracts and Contract Documents.

1.37 Work Product

Work Product refers to all drawings, plans, models, designs, reports, specifications, calculations and other documents and electronic media, and all concepts, products, prototypes and processes prepared, produced or developed by or at the direction of Architect or any Architect Personnel directly or indirectly in connection with the Project or the performance of the Services.

ARTICLE 2 - Architect's Responsibilities

2.1 Basic Services

The Architect's basic services (“Basic Services”) consist of the stages described in Schedule A and include the co-ordination of all Consultants required to complete the Project and advising on any proposed alternative(s) to the Contract Documents, and (if applicable) co-ordination with the Construction Manager as required. See also Section C2 of Schedule C. The Architect's Basic Services include the provision, at all times, of advice to complete the Project to a high standard in the most cost efficient manner practicable and the coordination required to integrate all the parts of the Services and their delivery. The Services shall be carried out in a proficient and diligent manner. The Architect shall make all practicable efforts to adhere to the Construction Schedule. The Architect will obtain the Owner's approval prior to engaging any sub-consultant(s). The Basic Services shall include the following named professionals who shall not change or alter their time commitment to the project without the approval of the Owner:

Architect Team Members

2.2 Additional Services

The additional services (“Additional Services”) listed in Schedule B are not included in the Basic Services. For clarity, all other services required to complete the Project including the provision, at all times, of advice to complete the Project to a high standard in the most cost efficient manner practicable and the coordination required to integrate all of the parts of the services and their delivery are included in the Basic Services, whether specifically enumerated in Schedule A or not. Additional Services shall be provided only if authorized by the Owner in writing and in such case they shall be paid for by the Owner pursuant to Article 6.2.2 as provided in this Agreement in addition to the compensation for Basic Services.

ARTICLE 3 – UBC Prescribed Requirements

3.1 UBC’s Land Use Rules / Policy 92

In accordance with UBC’s Land Use Rules and Policy 92, the Architect shall, in carrying out and performing the Services, comply with, carry out and give effect to UBC’s Land Use Rules and UBC Policy 92 including the UBC Development & Building Regulations and the UBC Development Handbook, as applicable.

3.2 Development Approvals

The Architect shall follow the process set out in the UBC Development Handbook, to obtain requisite development approvals.

Where a variance is required, as set out in the UBC Development Handbook, then the Architect shall follow the process set out in the UBC Development Handbook for variances.

Where an amendment is required, as set out in the UBC Development Handbook, then the Architect shall follow the process set out in the UBC Development Handbook for amendments.

3.3 Technical Specifications

3.3.1 The Architect is required to apply and follow the UBC Technical Guidelines in the design for the Project. Through the design process the Architect will produce a set of technical specifications (the “Technical Specifications”) for the Project, based on the UBC Technical Guidelines adapted and tailored as needed, together with any customised specifications and requirements to be developed by the Architect as may be needed. The Technical Specifications so developed are to be used for bidding and tendering, in the Contracts Documents Stage and the Bidding Stage, and for construction and execution of the Work.

3.3.2 As set out in the UBC Technical Guidelines:

- (a) the UBC Technical Guidelines serve as the code of quality and performance for the design, construction and renovation of institutional buildings, as set out and described therein;
- (b) the UBC Technical Guidelines outline the principles behind the UBC Technical Guidelines, and include: performance objectives, technical requirements, mandatory UBC-specific requirements for campus buildings, recommended practices based on the experience of UBC professionals, project documentation requirements, UBC code-related issues, sample front-end documentation, and steps to follow to expedite completion of UBC projects;
- (c) the UBC Technical Guidelines are intended for architects and engineers who provide professional services to the Owner, and to contractors providing construction and shop drawing services to the Owner. The UBC Technical Guidelines do not diminish or reduce the standard of care owed by an architect, engineer or contractor to the Owner, nor relieve in any manner whatsoever an architect or an engineer from any professional responsibility, duty or due diligence required towards their work; and
- (d) every consultant of record is required to comply with the UBC Technical Guidelines, through all phases of project design.

3.3.3 The version of the UBC Technical Guidelines that shall apply for the Project and the Work shall be those in effect at of the date of issuance of the development permit.

3.4 Owner's Standard Documents and Templates

In carrying out and performing the Services (including the Services relative to bidding and tendering, in the Contracts Documents Stage and the Bidding Stage) under this Agreement, the Architect shall employ the Owner's standard form contracts and templates, as prescribed from time to time by the Owner. The Architect will obtain from the Owner the most recent versions of the Owner's standard form contracts and templates, prior to commencing such bidding and tendering services.

ARTICLE 4 – Owner's Responsibilities

4.1 Provide information

The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints, and criteria, including spatial and functional requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements.

4.2 Provide Construction Budget

The Owner shall provide the Architect a Construction Budget.

4.3 Furnish Other

The Owner shall directly furnish information, surveys, reports and services as set out below, the accuracy and completeness of which the Architect shall be entitled to rely upon unless explicitly provided otherwise:

- 4.3.1 a legal description and a certified land survey of the Place of Work and adjoining properties as necessary showing the following information, as applicable: grades and lines of streets, alleys, payments, and adjoining property and structures; adjacent drainage; rights-of-way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the Place of Work; locations; dimensions and data pertaining to existing buildings; other improvements and trees; and full information concerning service and utility lines, both public and private, above and below grade, including inverts and depths.
- 4.3.2 subsurface investigation reports which may include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.3.3 reports and appropriate professional recommendations of specialist Consultants, as reasonably required by the Architect for the performance of the Services or for the Work.
- 4.3.4 air and water pollution tests for hazardous materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports, as reasonably required by the Architect for the performance of the Services or for the Work or by the Consultants, or as mandated by the authorities having jurisdiction or the Contract Documents.
- 4.3.5 all legal, accounting, cost consulting, and insurance counseling services for the Owner's own purposes as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's or Construction Manager's recommendations for payment or to ascertain how or for what purposes the Contractor uses the monies paid by or on behalf of the Owner.

The Owner shall furnish required information, surveys, reports and services as set out in this Article 4.3 and such other information as may be required from time to time, examine documents submitted by the Architect and give the Architect decisions and approvals as necessary.

4.4 Retain Consultants

The Owner shall retain and pay for the services of any Consultants (other than Sub-Consultants on the Design Team as defined in Schedule C), as reasonably required and such Consultants shall be instructed to provide those design and other professional services (other than the services to be covered by the Design Team, as previously stated) reasonably required by the Architect.

4.5 Consents, Approvals, Licences and Permits

The Owner shall obtain and pay for all required consents, approvals, licences and permits from authorities having jurisdiction.

4.6 Notify the Architect of fault or defect

If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the requirements of the Contract Documents, the Owner shall notify the Architect within a reasonable time.

4.7 Promptly fulfill the Owner's responsibilities

The Owner shall promptly fulfill the Owner's responsibilities for the orderly progress of the Services and of the Work.

4.8 Authorize person to act on the Owner's behalf

The Owner shall authorize a person to act on the Owner's behalf with respect to the Project when necessary. The authorization including the scope of authority shall be in writing.

ARTICLE 5 - Control of Construction Costs

5.1 Construction Budget and Estimates

As part of the Basic Services the Architect shall evaluate the Construction Budget and shall prepare estimates of the Construction Cost as previously set out in this Agreement. The parties acknowledge that neither the Architect nor the Owner has control over the cost of labour, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions or negotiating conditions, and therefore the Architect cannot warrant or represent that bids or negotiated prices will not vary from the estimate of Construction Cost. Variance from the Construction Budget or Project Budget established under this Agreement shall not constitute grounds for the Owner withholding fees due to the Architect, save to the extent the Owner is entitled to terminate the Agreement pursuant to Article 11.4.

5.2 Review and further evaluate at intervals

During the Schematic Design, Design Development and Contract Documents Stages of the Project, at intervals mutually agreed to by the Architect and the Owner and (if any) the Construction Manager (and, failing mutual agreement, as determined by the Owner) as part of the Basic Services the Architect shall review all drawings and specifications and evaluate the Construction Budget. The Owner shall provide sign-off on the scope at intervals mutually agreed to (and, failing mutual agreement, as determined from time to time by the Owner).

ARTICLE 6 - Payments to the Architect

6.1 Payments Generally

The Owner shall pay fees and Reimbursable Expenses to the Architect no more than monthly, upon receipt of invoices rendered as set forth in this ARTICLE 6. No invoice shall be paid unless it includes a completed "Invoice for Basic Services (or Additional Services) Summary", individually detailing the Basic or Additional Service(s) being invoiced, a "Disbursement Invoice Summary", itemizing each disbursement and the corresponding charge, any other instruments reasonably required by Owner and Architect to confirm that each party has satisfied each of its obligations under this Agreement and, in particular:

- 6.1.1 that no claims for lien have been asserted relating to the Work for which the Architect is, in any way, responsible;
- 6.1.2 that no claims have been made against the Owner arising from the Architect's performance of the Architect's obligations relating to the Work; and
- 6.1.3 that the Architect has provided a statutory declaration, in form satisfactory to the Owner, that all accounts for labour, worker's compensation insurance, subcontracts and any other indebtedness which may have been incurred by the Architect in the performance of the Work and for which the Architect might in any way be held responsible have been paid in full.

6.2 Payments for Basic Services and Additional Services

6.2.1 Consultant Fees – Phase 3 – floors 4,5,6.

Item	Description	Hours	% of Total Hours	Total
1	Program Review			
2	Schematic Design			\$
3	Design Development			\$
4	Construction Documents			\$
5	Contract administration			\$
6	Disbursements			\$
	Total			\$

6.2.2 The fee for any Additional Services requested in writing (and no fee shall be charged if the request for any Additional Services is not in writing) by the Owner shall be based on the following hourly rates:

6.2.3 When revisions or additions are made to the program of requirements or previously approved documents prepared by the Architect in any of the phases of Basic Services and such revisions or additions require Additional Services beyond those already provided in this stage or any previous stage, the fee for such Additional Services shall be based on Article 6.2.2 or as otherwise mutually agreed upon for any of the applicable stages.

6.3 Fees for Architect's Additional Services

6.3.1 Fees for the Architect's Additional Services, excluding those provided by the Design Team (as defined in Schedule C) shall be based on the hourly rates set out in Article 6.2.2.

6.4 Reimbursable Expenses

Reimbursable Expenses are the actual expenditures of the Architect and the Architect Personnel incurred directly for the benefit of the Project. Disbursements shall be charged at cost plus 5% administration and handling.

The only Reimbursable Expenses which will be paid by the Owner are, subject to Section C4 of Schedule C and UBC Schedule of allowable expenses, the following:

6.4.1 travel, and any related expenses, in connection with the Project but only with the prior written approval of the Owner.

6.4.2 reproduction costs for official submissions (as examples, Owner requests, document sign off, Owner technical reviews, authorities having jurisdiction, tender, construction) of plans, sketches, drawings, graphic representations, specifications and other documents, excluding reproductions for the Architect's and the Sub-Consultants' office use, and internal plotting costs are not reimbursable;

6.4.1 preparation of renderings, models, and mock-ups requested by the Owner;

6.4.2 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;

6.4.3 data processing and photographic services relative to Additional Services of the Architect;

6.4.4 overtime work authorized in writing and in advance by the Owner to the extent that the cost of such work exceeds normal Direct Personnel Expenses; and,

6.4.5 insurance requested by the Owner in excess of that required under Article 7.1 of this Agreement.

6.5 Interest on Unpaid Accounts

Unpaid accounts shall bear interest at the Bank Rate commencing 90 days after the date that the invoice for fees, Reimbursable Expenses, and applicable taxes has been received by the Owner.

6.6 Deductions

No deductions shall be made from amounts payable to the Architect on account of penalty, liquidated damages, or other sums withheld from payments to the Contractor or Subcontractors or Trade Contractors, or on account of the cost of changes in the Work other than those for which the Architect is proven to be legally responsible.

6.7 Changes and Adjustments

6.7.1 If, as determined by the Owner, the scope (as opposed to the Construction Cost) of the Project (as opposed to the Project Budget) and of the Basic Services are materially changed, then the fees shall be adjusted, such adjustment to be as determined by the Owner to be reasonable. In no other case shall the fees for Basic Services be adjusted.

6.7.2 If and to the extent that the construction schedule initially proposed by the Owner is exceeded or extended significantly and construction continues throughout the entire period through no fault of the Architect, fees for any Basic Services required for such extended period of the Architect's participation in the Construction Stage - Contract Administration of the Project shall be negotiated and paid by the Owner if the Owner determines that such payment is reasonable, and the Owner may, if it so chooses, elect to apply the hourly rates set out in Article 6.2.2.

6.7.3 As to GST and HST and PST, see Section D8 of Schedule D. In the event that new or additional taxes in respect of the Services are required by federal or provincial legislation after the Agreement is executed, the amount under this Agreement shall be adjusted to include such new or additional taxes.

6.8 Architect's Accounting Records

The Architect shall maintain, by generally accepted accounting methods, records of Reimbursable Expenses, expenditures pertaining to the Architect's Additional Services, and any Basic Services for which the fee is computed as a multiple of Direct Personnel Expense. These records shall be made available to the Owner for inspection and copying at mutually convenient times and, in any event, no later than seven business days after the Architect receives the Owner's written request for the same.

ARTICLE 7 - Insurance and Indemnity

7.1 Insurance

7.1.1 All the insurance policies which the Architect is required to obtain in accordance with this Agreement shall provide that the insurance shall not be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer giving at least thirty (30) days prior written notice to the Owner.

7.1.2 All insurance which the Architect is required to obtain in accordance with this Agreement shall be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia. All such insurance shall be at no expense to the Owner.

If the Owner from time to time requires that the Architect obtain insurance in addition to the insurance stipulated in accordance with this Agreement, then the Architect will do so, and the additional expense of such additional insurance shall be borne by the Owner.

- 7.1.3 The Architect may take out such additional insurance as the Architect may consider necessary and desirable. All such additional insurance shall be at no expense to the Owner.
- 7.1.4 The Architect shall provide, maintain and pay for the following insurance, during the term of this Agreement and thereafter as set out herein, which shall be placed with such company(s) and in such amounts and on such terms and conditions as may be acceptable to the Owner:
- (a) Automobile liability insurance on all licensed vehicles owned by, leased to or operated by the Architect or the Sub-Consultants or any other Architect Personnel, protecting against damages arising from bodily injury or death and from claims for loss of or damage to property (any of the foregoing being herein referred to as an "Occurrence"). Such insurance shall be for an amount not less than TWO MILLION DOLLARS (\$2,000,000) regarding any one Occurrence, with deductible not exceeding \$2,500 per Occurrence; and
 - (b) Professional errors and omissions liability insurance protecting the Architect and Sub-Consultants and any other Architect Personnel against any Claims that the Owner or others may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that may arise out of or in connection with errors, omissions, negligence or other fault of the Architect or Sub-Consultants or any other Architect Personnel relating to this Agreement or the Project. Such insurance shall:
 - I. be for an amount not less than TWO MILLION DOLLARS (\$2,000,000) per Claim;
 - II. have an aggregate limit of not less than TWO MILLION DOLLARS (\$2,000,000) for all Claims (which limit is specific to the Project, and will not be reduced by any claims which do not relate to the Project);
 - III. with deductible not exceeding \$10,000 per Claim, and \$25,000 in the aggregate for all Claims in connection with the Project; and
 - IV. shall be maintained continuously during the term of this Agreement and for a minimum of three (3) years following Substantial Performance of the Work.
- 7.1.5 Evidence of insurance to be placed by the Architect pursuant to Article 7.1 shall be provided by the Architect to the Owner prior to the commencement of the Services. Upon request from time to time by the Owner, evidence of current compliance with the requirements in Article 7.1 will be provided by the Architect to the Owner.
- 7.1.6 The Owner will provide or, as set out in Article 7.1.7(c), contract or arrange to be provided, for the Owner's own benefit as well as for the benefit of the Architect and the Consultants:
- (a) Comprehensive general liability Insurance protecting the Owner, the Architect, the Consultants, and their respective servants, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Architect, the Consultants, and their respective servants, agents or employees under this Agreement. Such insurance shall be for an amount of TEN MILLION DOLLARS (\$10,000,000) regarding any one occurrence, and shall include a standard form of cross-liability clause. The Owner, the Architect and the Consultants shall observe and cause to be observed the terms, conditions and exclusions of such policy(s) and be responsible for any failure to do so. Completed operations coverage will be maintained by the Owner for a period of not less than twenty-four (24) months after the date of the latest declaration of Substantial Performance of the Work or any portion thereof; and
 - (b) All risks course of construction insurance covering all property of every description to be used in the construction of the Project including structures, equipment, furnishings, temporary works, and all other property to be installed in or supplied to or purchased for the Work while at the Place of Work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing of the

Work or any portion thereof is completed and finally accepted by the Owner. The Architect shall observe and cause to be observed, the terms, conditions, and exclusions of such policy(s) and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Architect.

As to such all risks course of construction insurance: (i) any liability of the Architect, whether under this Agreement or otherwise, shall not be affected by the provisions of this Article; (ii) the Architect is not relieved of any liability arising from or contributed to by errors, omissions, negligence or other fault of the Architect, any Sub-Consultants or any other Architect Personnel; (iii) no insurable interest is conferred on the Architect or any Sub-Consultants or any other Architect Personnel under any policies of insurance carried by Owner; and (iv) the Architect and Sub-Consultants and other Architect Personnel shall have no right to receive any proceeds of any such insurance policies carried by the Owner.

7.1.7 In connection with insurance to be placed by the Owner pursuant to Article 7.1.6:

- (a) in the event of loss, the Architect shall immediately notify the Owner with full details of the incident, and the Architect shall act in the best interests of the Owner and any adjustment of the loss with insurers and repairs shall be carried out subject to the instructions of the Owner;
- (b) certificates evidencing such insurance may be obtained by the Architect upon request made by the Architect to the Owner; and
- (c) The Owner may provide such insurance itself, or may contract with or arrange with the Contractor to put in place all or parts of such insurance. Where the Owner contracts with or arranges with the Contractor to do so, that will satisfy and fully discharge the Owner's obligation to provide such insurance, or the part of parts of such insurance for which the Owner has done so.

7.2 Indemnity

Notwithstanding the existence of or any provision of any insurance coverage by the Owner and the Owner's ability to recover under same, the Architect shall, without regard to the Owner's right to recovery, or recovery in fact, under such insurance, indemnify and save harmless the Owner, the Owner's successors, assigns and representatives, and each of them from and against losses, claims, damages, actions, and causes of action (referred to in this Article 7.2 as "Claims"), including those which may arise by reason of any injury or death of any person or damage to any property, that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, in connection with errors, omissions, negligence or other fault of the Architect, any Sub-Consultants or any other Architect Personnel relating to this Agreement or the Project, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused or contributed to by errors, omissions, negligence or other fault of the Contractor, Subcontractors or Owner Consultants.

ARTICLE 8 - Ownership and Use of Documents

The Contract Documents shall be the property of the Owner from the point of their creation, no matter what the form.

All 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 Owner 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 Owner's use and occupancy of the Project. The plans, sketches, drawings, graphic representations and specifications may be used by the Owner for additions or alterations to the Project or for any subsequent phase(s) of the Project and for alterations and modifications of the Project and the Work.

When models or architectural renderings are specifically commissioned by the Owner, the Owner shall be entitled to keep the original model or architectural rendering.

Submissions or distribution of the Architect's plans, sketches, drawings, graphic representations and specifications to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

The Owner may convert paper records of this Agreement and all other associated documentation (each, a "Paper Record") into electronic images (each, an "Electronic Image"). Each such Electronic Image shall be considered as an authoritative copy of the

Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

ARTICLE 9 - Copyright and related

The Architect shall retain copyright in the design for the Project and the Work Product, subject to provisions herein. The Owner shall have a perpetual, royalty free, no-charge, irrevocable licence and right to use the design and Work Product for the Project, and all purposes related to the Project, and to carry out from time to time additions, modifications and alterations to the Project, including subsequent phases of the Project, without the consent or approval of the Architect or any Architect Personnel. The Architect hereby waives and releases any requirement for such consent or approval. The Architect warrants that it has full right and authority to grant and confer upon the Owner the right and licence as previously described. The Architect shall obtain such assignments, waivers and releases from all Architect Personnel, in favour of the Architect and the Owner, as may be required to give effect to the foregoing.

ARTICLE 10 - Disputes

- 10.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it shall be referred to mediation, or if unresolved through mediation, referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("Centre") and;
- (a) the appointing authority will be the Centre; and
 - (b) the case will be administered by the Centre in accordance with its "Procedures for cases under the BCICAC Rules".
- 10.2 In the event that the Owner becomes engaged in a dispute(s) (of any nature) with any other person(s) arising out of or in connection with this Agreement, the Contract or any other agreement concerning the Project which affects the Owner or in respect of any relationship associated with the Project, then, at the Owner's election, in substitution for Article 10.1, the Owner may require that the Architect deal with or take part in any such dispute(s) by litigation either in the British Columbia Supreme Court (or such other Court as may have jurisdiction) or in the forum or process provided for in the agreement between the Owner and such other person or persons for the resolution of such dispute(s).

ARTICLE 11 - Termination of Agreement

- 11.1 If the Project is suspended or abandoned in whole or in part for more than three months, for any reason, all of which shall be conclusively determined by the Owner, the Architect shall be compensated for all Services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses and taxes then due and the termination allowance as set forth in Article 11.7. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted to reflect any increased costs incurred by the Architect as a result of such suspension.
- 11.2 Provided that the Architect has duly performed as required under this Agreement, and unless otherwise stated in this Agreement, the obligation of the Architect to provide Services terminate on the later of either one year after certification of Substantial Performance as to the last portion of the Work or the termination of the last warranty period of any Consultant or Subcontractor or Trade Contractor. Any services required following expiry of such termination shall be Additional Services under Article 2.2.
- 11.3 This Agreement may be terminated by the Owner immediately upon written notice should the Architect fail to perform substantially in accordance with the terms of this Agreement and such failure is not attributable to the fault of the Owner.
- 11.4 This Agreement may be terminated by the Owner upon at least five days written notice to the Architect in the event that the Project is either suspended or abandoned.
- 11.5 This Agreement may be terminated by the Owner upon at least ten days written notice, at the sole option of the Owner.
- 11.6 In the event of termination under Articles 11.3, 11.4 or 11.5, the Architect shall be compensated within 30 days of the date that an invoice is received by the Owner for all Services performed to the termination date, together with Reimbursable Expenses then due, plus the termination allowance (if applicable) as stipulated in Article 11.7, but for no other amount whatsoever.

- 11.7 In the case of suspension or abandonment of the Project, or, in the case of other termination, if the termination does not result from dissatisfaction by the Owner, acting reasonably, as to performance by the Architect of the Services or from failure by the Architect to perform substantially in accordance with the terms of this Agreement, the Owner shall pay to the Architect a termination allowance equal to:
- (a) the out of pocket expenses directly attributable to suspension, abandonment or termination for which the Architect is not otherwise compensated; and
 - (b) an amount for anticipated loss of earnings computed as a percentage of the total fee for Basic Services and Additional Services earned to the time of termination, as follows:
 - (i) twenty percent if suspension, abandonment or termination occurs during the Schematic Design Stage; or
 - (ii) ten percent if suspension, abandonment or termination occurs during the Design Development Stage; or
 - (iii) five percent if suspension, abandonment or termination occurs during the Contract Documents Stage.

No additional amount shall be payable if suspension, abandonment or termination occurs after completion of the Contract Documents Stage.

ARTICLE 12 - General

12.1 Law Governing the Agreement

This Agreement is governed by the laws of the Province of British Columbia.

12.2 Successors and Assigns

The Owner and the Architect, respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Except as otherwise provided herein, neither the Owner nor the Architect shall assign or transfer an interest in this Agreement without the written consent of the other.

12.3 Entire Agreement

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

12.4 Confidentiality

The Architect shall not divulge any information that has been received or acquired on a confidential basis in the course of carrying out the Services as provided for herein. No such information shall be used by the Architect on any other project or work without the written consent of the Owner.

12.5 Interpretation

- 12.5.1 References herein to the singular shall be interpreted to include the plural as the context permits, and references to the plural shall be interpreted to include the singular as the context permits.
- 12.5.2 Unless the context otherwise requires or otherwise indicated, references herein to a party or person include a partnership, firm, joint venture, trust, trust beneficiary, individual and any entity or body corporate or politic.
- 12.5.3 The headings in this Agreement are used for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions.
- 12.5.4 All references in this Agreement to money or monetary amounts refer to Canadian Dollars unless otherwise clearly indicated.
- 12.5.5 The schedules and any appendices and attachments form part of this Agreement.

12.6 Joint and Several

If the Architect is comprised of more than one person, then: (a) each of the said persons shall be jointly and severally liable to the Owner under and for all purposes in connection with this Agreement including all related liabilities, undertakings, covenants, representations and warranties; and (b) each of the said persons accepts the entire responsibility for communications as may be required between or among themselves, and for obtaining approvals or concurrence between or among themselves as may be required, and in keeping with the foregoing, the Owner will be free to deal with each of the said persons as representative of the other or others without seeking the approval or consent of or notifying or advising the other or others, and any notice or communication given by the Owner to any one of the said persons will be deemed to be effectively given to the other or each of the others (as the case may be).

12.7 Conflicts of Interest and Code of Conduct

12.7.1 While performing under this Agreement, the Architect may offer and provide work, services or goods as an independent contractor to other parties (including others at UBC) provided that such outside contracts or retainers do not interfere in any way with the Architect's performance under this Agreement, or give rise to a conflict of interest between the Architect's duties to such other parties and the Architect's duties to the Owner under this Agreement.

12.7.2 The Architect hereby declares that no potential, actual or perceived conflict of interest exists with respect to the subject of this Agreement. If the Architect becomes aware of any potential, actual or perceived conflict of interest, the Architect shall notify the Owner immediately.

12.7.3 The Architect shall comply with the Owner's Supply Management Supplier Code of Conduct, which is available at:

<http://www.supplymanagement.ubc.ca/vendors/supplier-code-conduct>

12.7.4 If the Owner becomes aware of any failure, breach or non-compliance in connection with the subject matter of this Section 12.7, including situations of a potential, actual or perceived conflict of interest that are undisclosed or were not disclosed in a timely manner, then, in addition to its other rights and remedies, the Owner may, upon review of the situation or circumstances, in its sole discretion, elect to terminate this Agreement without liability to the Architect (other than for Services supplied to date, subject to deduction for consequential loss or any costs that may be incurred by the Owner as a result of such termination), or the Owner may approve of the situation or circumstances and take such measures as the Owner considers are warranted.

12.8 Architect Accountable

The Architect shall be responsible and accountable for its agents, contractors, suppliers, invitees, officers, directors and employees and, for greater certainty, all Personnel, and any assignees, and their respective agents, contractors, suppliers, invitees, officers, directors and employees and assignees.

12.9 Benefits Extend

12.9.1 In all provisions of this Agreement containing a release or disclaimer or exculpatory language in favour of the Owner or an indemnity in favour of the Owner, references to the Owner include (whether or not expressly stated) the directors, officers, agents and employees of the Owner, it being understood and agreed that, for the purposes of this Section 12.9 and such provisions of this Agreement, the Owner is deemed to be acting as agent and trustee on behalf of them and for their benefit to the extent necessary for them to receive and be entitled to the benefits of this Section 12.9 and such provisions.

12.9.2 The Architect will, upon the request from time to time of the Owner, execute and deliver, under seal as a deed if so requested by the Owner, an affirmation and covenant in favour of any one or more of the said persons, as may be nominated from time to time by the Owner, in form and content reasonably prescribed by the Owner, to give effect or further effect, if deemed necessary by the Owner in its sole determination, to the provisions of Section 12.9.1.

12.10 Acknowledgement

The Architect acknowledges that no exclusive right, pre-emptive right, right of first opportunity, or other similar right, express or implied, is given to or conferred upon the Architect under or by virtue of or related to this Agreement, unless expressly set out in Schedule D of this Agreement.

12.11 Approval of the Owner

Any reference in this Agreement to the approval of the Owner refers to the review, approval and authorization by the Owner all of which are or may be based on the Owner's reliance on the recommendations and advice of the Architect. To the extent so based on the Owner's reliance on the recommendations and advice of the Architect, such approval will not be taken to confer or denote any responsibility on the Owner, or diminish the responsibility of the Architect for such recommendations and advice.

12.12 Notices

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and may be either delivered personally or sent by fax or registered mail, postage pre-paid, addressed to the Owner at:

University of British Columbia – Financial Operations
5th Floor – 6190 Agronomy Rd
Vancouver, B.C., V6T 1Z
Attention: Nathan King

With a copy to:

University of British Columbia – Project Services
RM 1100 2329 West Mall,
Vancouver, B.C., V6T 1Z
Attention: Nelly Francois

or addressed to the Architect at:

<Architect>

or to such address as either party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered, when delivered, and if mailed, then on receipt at such address.

12.13 Severability

In the event that any part, article, paragraph or sub-paragraph of this Agreement shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

SIGNATURES:

EXECUTION BY THE OWNER:

EXECUTED ON BEHALF OF **UNIVERSITY OF BRITISH COLUMBIA**

by its duly authorized representatives:

Per: _____

Per: _____

Title: _____

Title: _____

EXECUTION BY THE ARCHITECT:

EXECUTED ON BEHALF OF <Architect>

by its duly authorized representative(s):

Per: _____

Per: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

SCHEDULE A

BASIC SERVICES

[See Articles 1.5 and 2.1]

A1. Schematic Design Stage

- A1.1 The Architect shall study and evaluate the program of requirements furnished by the Owner and shall study and evaluate the characteristics of the site. The Architect shall prepare and provide conceptual plans and massing studies for the Owner's review.
- A1.2 The Architect shall review and comment on the Owner's Construction Budget (\$XXXXXXX, as stated above) in relation to the Owner's program of requirements.
- A1.3 The Architect shall review with the Owner, and advise on, the Architect's alternative approaches to the design of the Project.
- A1.4 Based on the mutually agreed upon program of requirements and the Construction Budget, the Architect shall review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction and then prepare for the Owner's review and approval schematic design documents and, if appropriate, coordinate the production of a massing model to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other. The schematic design document(s) shall represent a design which, in the Architect's professional opinion, may be constructed within the Construction Budget.
- A1.5 During this stage, and throughout, attend and participate as required in all meetings or activities involving the Contractor, Construction Manager or any Subcontractor or Trade Contractor.
- A1.6 The Architect shall retain, as a Sub-Consultant, a cost consultant who shall prepare and submit for the Owner's approval an estimate of Construction Cost based on current area, volume or other unit costs.
- A1.7 The Architect shall consult/work with the Cost Consultant to revise the scope of work to be less than or equal to the agreed Construction Budget prior to proceeding to the Design Development Phase.

A2. Design Development Stage

- A2.1 Based on the approved schematic design documents and approved estimate of Construction Cost, the Architect shall, in conjunction with the Consultants (and, where a Construction Manager has been engaged, the Construction Manager), prepare, for approval by the Owner, design development documents consisting of drawings and other documents appropriate to the size of the Project to fix and describe the size and character of the entire Project as to the architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- A2.2 The Cost Consultant shall prepare and submit for the Owner's approval a revised estimate of Construction Cost. The revised estimate shall be less than or equal to the Construction Budget prior to proceeding to the Construction Documents Phase.
- A2.3 The Architect shall coordinate the work of all Consultants (and, where a Construction Manager has been engaged, the Construction Manager) to ensure the integration of all the Work on the Project and the delivery of all such work to the edge of the building site.
- A2.4 The Architect shall continue to review applicable statutes, regulations, codes and by-laws in relation to the design of the Project and to advise the Owner regarding same.
- A2.5 See also Articles 3.1, 3.2 and 3.3.

A3. Contract Documents Stage

- A3.1 Based on the approved design development documents and the approved estimate of Construction Cost, the Architect shall, in conjunction with the Consultants (and, where a Construction Manager has been engaged, the Construction Manager), prepare, for approval by the Owner, construction documents consisting of drawings and specifications setting forth in detail satisfactory to the Owner the requirements for the construction of the Project.

A3.2 The Architect shall work with the Cost Consultant to prepare and submit for the Owner's approval a revised estimate of Construction Cost at both the 50% and 80% completion stages of the construction documents. The Architect shall consult/work with the Cost Consultant to revise the scope of work to be less than or equal to the agreed Construction Budget prior to proceeding to the Bidding Phase.

A3.3 As part of the Basic Services, the Architect shall advise and assist the Owner on the bidding documents including preparing the necessary bidding information, bidding forms, conditions of the Contract and the forms of contracts between the Owner and the Contractor, Trade Contractors or Consultants, for use by the Owner. In doing so the Architect shall comply with Article 3.4.

Where a Construction Manager has been engaged, the Construction Manager shall conduct the tendering with the Trade Contractors, and the Architect shall assist as required and, if requested by the Owner, the Architect shall advise the Owner regarding the Construction Management Contract.

A3.4 The Architect shall review statutes, regulations, codes and by-laws applicable to the design of the Project and where necessary review the same with the authorities having jurisdiction in order that the required consents, approvals, licenses and permits necessary for the Project can be applied for and obtained by the Architect on behalf of the Owner.

A3.5 Providing analyses of the Owner's needs and developing a program of spatial and functional requirements for the Project.

A4. Bidding Stage

A4.1 As part of the Basic Services, the Architect shall advise the Owner as to obtaining bids and awarding and preparing contracts as to four Tenders (in addition to any work done pursuant to Section A3.2 of this schedule) and, if requested by the Owner, obtaining bids from potential Construction Managers and in awarding and preparing the Contract for construction.

A4.2 The Architect, with the assistance of the Cost Consultant and other Sub-Consultants, and any other Consultants as necessary, prior to the issue of tenders, shall prepare a list of potential cost savings, no less than 10% of the approved Construction estimate, and shall provide this to the Owner for review and approval.

A4.3 The Architect, with the assistance of the Cost Consultant, shall prepare and submit for the Owner's approval a prebid estimate. The Architect shall consult/work with the Cost Consultant to revise the scope of work to be less than or equal to the agreed Construction Budget prior to proceeding to issuing tenders.

A4.4 At the Owner's written request, the Architect, at the hourly rates in Article 6.2.2, following the Owner's approval of the Contract Documents and the latest estimate of the Construction Cost, shall assist and advise the Owner in obtaining bids and in awarding and preparing the Contract for construction.

A4.5 The Architect shall comply with Article 3.4.

A5. Adjustment of Construction Budget

A5.1 If the lowest bona fide bid or lowest negotiated proposal exceeds the latest approved Construction Cost estimate the Owner shall:

- .1 Approve scope reductions based on the pre-approved 10% savings list developed by the Architect prior to tender; or
- .2 give written approval of an increase in the Construction Budget, or
- .3 authorize rebidding or re-negotiating of the proposal, or
- .4 co-operate with the Architect, in revising the Project scope or quality as necessary to reduce the Construction Cost, or
- .5 terminate this Agreement in accordance with ARTICLE 11.

A6. Construction Stage - Contract Administration

A6.1 During this stage, the Architect shall:

- .1 advise and consult with the Owner or any designated on site representative of the Owner;
- .2 have the authority to act on the Owner's behalf to the extent provided in this Agreement and the Contract Documents;
- .3 have access to the Work at all times wherever it is in preparation or progress;
- .4 forward any and all instructions from the Owner to the Contractor, Construction Manager and Trade Contractors, as required;
- .5 examine, evaluate and report to the Owner upon representative samples of the Work;
- .6 keep the Owner informed of the progress and quality of the Work, and report to the Owner defects and deficiencies in the Work observed during the course of the site reviews;
- .7 at the Owner's written request issue certificates for payment in the value proportionate to the amount of the Contract, for work performed and products delivered to the Place of the Work;
- .8 render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the Owner or the Contractor;
- .9 render written findings within a reasonable time, on all claims, contemplated change orders, disputes and other matters in question between the Owner and the Contractor or Trade Contractors relating to the execution or performance of the Work or the interpretation of the Contract Documents;
- .10 providing the following services relating to future facilities, systems, and equipment which are not intended to be constructed during the Construction Stage: _____

_____.
- .11 have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- .12 review and take other appropriate action with reasonable promptness with respect to submittals of shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents;
- .13 review change order documentation including Contractor values on behalf of the Owner. The Architect shall not authorize adjustments to the Work involving a change in the Contract Price or the Construction Schedule without the written consent of the Owner;
- .14 except with the written approval of the Owner, not authorize adjustments to the Work involving a change in the Construction Cost or the Construction Schedule;
- .15 with the written approval of the Owner, order minor adjustments in the Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the Construction Cost or an extension of the Construction Schedule;
- .16 furnish and coordinate supplemental instructions to the Contractor and all Consultants (and, where a Construction Manager has been engaged, the Construction Manager) with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Architect and the Contractor;

- .17 determine the date(s) of Substantial Performance of the Work;
 - .18 receive from the Contractor and Trade Contractors and forward to the Owner for the Owner's review any written warranties and related documents;
 - .19 at the Owner's written request, verify the validity of the Contractor's, Construction Manager's and Trade Contractor's application(s) for final payment(s), as required by the Owner, with respect to the overall Project completion and/or the Trade Contractors' scope of the Project and issue a certificate(s) of Substantial Performance; and
 - .20 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 to complete the Work in accordance with the Contract.
- A6.2 The Architect shall review and inspect the Work at all those intervals appropriate to the stage of construction which are necessary to ensure that the Work is in conformity with the Contract Documents and the applicable building regulations. The Architect shall keep the Owner informed of the progress and quality of the Work and shall report to the Owner any defects or deficiencies in the Work observed during the course of the site reviews, or specifically, when reasonably required by the Owner.
- A6.3 The Architect will observe all obligations anticipated of the Architect by the Contract between the Owner and the Contractor, or anticipated of the Architect by the Construction Management Contract (if any).
- A6.4 Other than the Architect's responsibility pursuant to this Agreement, particularly Section A6.2 of this schedule, the Architect shall not:
- .1 be responsible for the acts or omissions of the Contractor, Construction Manager, Trade Contractors, suppliers, subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents; or
 - .2 have control, charge or supervision of, nor responsibility for, construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work.
- A6.5 The Architect shall comment and advise on the amounts owing to the Contractor, Subcontractors and Trade Contractors based on the Architect's observations at the site and the Architect's evaluation of the Contractor's applications for payment, and shall comment and advise on such amounts, proportionate to the amount of the Contract, for Work performed and products delivered to the Place of Work as provided in the Contract Documents. Such commentary is subject to:
- .1 general review and evaluation of the Work as it progresses for conformity with the Contract Documents, as provided in Sections A6.1.5 to A6.1.6 above and elsewhere in this agreement;
 - .2 the results of any subsequent tests required by or performed under the Contract Documents;
 - .3 minor deviations from the Contract Documents correctable prior to completion; and,
 - .4 any specific qualifications stated in the recommendations for payments.
- The commentary and advice is not a representation that the Architect has made any examination to ascertain how and for what purposes the Contractor or Trade Contractors have used the monies paid on account of the Construction Cost, or that the Contractor or Trade Contractors have discharged the obligations imposed by law under the Workers' Compensation Act, or other applicable statute, non compliance with which may render the Owner personally liable for the Contractors' or Trade Contractors' default.
- A6.6 The Architect shall be the interpreter of the design requirements of the Contract Documents and shall make findings as to the performance thereunder by the Owner, the Contractor and the Subcontractors and Trade Contractors. The Architect shall render interpretations as may be required with reasonable promptness on written request of either the Owner or the Contractor, and shall render written findings, within a reasonable time, on all claims, disputes, and other matters in question between the Owner and the Subcontractors and Trade Contractors relating to the timely execution or progress of the quality of the Work or the interpretation of the Contract Documents.

- A6.7 Interpretations and findings of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. The Architect shall not show partiality to either the Owner, the Contractor, or the Subcontractors or Trade Contractors and shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.
- A6.8 The Architect shall have the authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of the Work or any portion thereof by others, whether or not such Work has been fabricated, installed or completed.
- A6.9 The Architect shall review or take other appropriate action with reasonable promptness upon the Contractor's or Subcontractors' or Trade Contractors' submittals such as shop drawings, product data, and samples, for conformance with the design concept of the Work as indicated in the Contract Documents. The Architect's review of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- A6.10 The Architect shall prepare site instructions for the Contractor's or Construction Manager's issuance in accordance with the Contract Documents, and shall have authority to order minor adjustments in the Work (not involving an adjustment in the Construction Cost or an extension of the Construction Schedule) which are consistent with the intent of the Contract Documents.
- A6.11 The Architect shall determine the date(s) of Substantial Performance of the Work, in accordance with Section D6 of Schedule D, and shall receive from the Contractor and Subcontractors and Trade Contractors and forward to the Owner for the Owner's review the written warranties and related documents. The Architect shall determine the date when Total Performance is reached and issue a Certificate of Completion pursuant to the Lien Legislation.
- A6.12 The extent of the duties, responsibilities and limitations of the authority of the Architect during construction shall not be modified or extended without written consent of the Owner and the Architect.
- A6.13 Following the date of Substantial Performance of the Work, or any portion of the Work identified in writing by the Owner, the Architect shall, as reasonably required, review any defects or deficiencies reported to or observed by the Architect, and the Architect shall notify the Contractor (and the Construction Manager, if any) in writing of those items requiring attention by the Contractor (and the Construction Manager, if any) to complete the Work. In any event, the Architect shall carry out a complete warranty review no later than sixty (60) days prior to the expiration of all applicable warranties and shall at that time review any defects or deficiencies reported to or observed by the Architect and the Architect shall notify the Contractor (and the Construction Manager, if any) in writing of those items requiring attention by the Contractor (and the Construction Manager, if any) to complete the Work.
- A6.14 The Architect shall prepare a set of reproducible record drawings showing any significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor (and the Construction Manager, if any) to the Architect. The Architect shall not be held responsible for the accuracy of the information provided by the Contractor (or the Construction Manager, if any, or Trade Contractors).

SCHEDULE B
ADDITIONAL SERVICES
[See Articles 1.1 and 2.2]

B1. List of Additional Services

B1.1 Following are Additional Services under this Agreement:

- .1 Providing services to survey existing conditions or facilities such as preparing measured drawings or verifying the accuracy of drawings or other information furnished by the Owner.
- .2 Preparing models or architectural renderings specifically commissioned by the Owner.
- .3 Preparing more than the four Tenders as referred to in Section A4 of Schedule A.
- .4 Preparing drawings, specifications and supporting data and providing other services in connection with major changes in the scope of the Work to the extent that the fee for Basic Services is not commensurate with the services required of the Architect, provided such changes are required by causes not solely within the control of the Architect or do not result from the Architect's failure to complete the Project to a high standard in the most cost efficient manner practicable.
- .5 Providing services made necessary by the default of the Contractor or Subcontractors or Construction Manager or Trade Contractors, or by major defects or deficiencies in the Work of the Contractor or any Subcontractors or Trade Contractors or by failure of performance by the Owner or Contractor or any Subcontractors or Construction Manager or Trade Contractors.
- .6 Providing additional representation at the Place of the Work.
- .7 If the Owner and Architect agree that representation beyond the Architect's normal course of duty (which requires the Architect to substantively review and inspect as required by Section A6.2 of Schedule A) at the Place of Work is required, the Architect shall provide one or more project representatives to assist the Architect in carrying out such responsibilities. Such project representatives shall be selected, employed, and directed by the Architect.
- .7 Providing services after expiry of the period of one year following the date of Substantial Performance of the Project, or any separate portion of the Project identified in writing by the Owner.
- .9 Providing special assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation, unless the assistance is required because of a deficiency in any documents that are or should be prepared by the Architect as part of the Basic Services.
- .10 Providing translation to a language other than the language of this Agreement.
- .11 Providing or arranging for any services not otherwise included in this Agreement.
- .12 Providing interior design, graphic design, signage and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- .13 Providing tenant layout and design services.

B1.2 See also Article 2.2.

SCHEDULE C
MULTI-DISCIPLINARY SERVICES

C1. Definitions

In this Schedule C, the following additional definitions apply:

- (a) "Architect's Proposal" means the Architect's proposal dated August 16, 2017 submitted by the Architect to the Owner in response to the RFP.
- (b) "Design Team" means the design team....
- (c) "RFP" means the Owner's call for proposals and addenda if any thereto (RFP 2017010239).
- (d) "Statement of Project" means the document so titled, of which a copy is annexed as Attachment C-1 of this Schedule C, and includes the appendices thereof.

C2. Basic Services includes other disciplines identified

- (a) The Basic Services also includes all services required for the Project for each of the disciplines identified in Article 6.2.1 or represented in the Design Team.
- (b) The Architect shall engage the Design Team, as Sub-Consultants, and shall be responsible to pay for the Design Team out of the fees to be paid to the Architect pursuant to Article 6.2.1.
- (c) The Architect and the Owner acknowledge that the professionals named in Article 2.1 include not only architect professionals but also other professionals on the Design Team.

C3. Architect's Proposal

- (a) The Architect acknowledges that the Architect's Proposal were material in inducing the Owner to execute this Agreement, and the Architect agrees that it shall adhere to and perform each and every one of the undertakings and representations contained in the Architect's Proposal.
- (b) All of the requirements and stipulations on the part of the Architect to be performed as set out in the RFP and the Statement of Project will be observed, performed and complied with by the Architect, as part of this Agreement.
- (c) In the event of a conflict between:
 - (i) any of the provisions of the Architect's Proposal; and
 - (ii) any of the provisions of this Agreement;

then the latter will govern. The Owner will not be obligated by any stipulation, qualification or limitation contained in the Architect's Proposal, for the benefit of the Architect or any other person on the Design Team, unless specifically and expressly carried forward and incorporated into this Architect.

C4. Reimbursable Expenses Already Included or Provided For

Expenses that have already been included or provided for, in the Architect's Proposal, shall be excluded from Reimbursable Expenses, for the purposes of Article 6.4 of this Agreement. See UBC's Schedule of Allowable Expenses.

SCHEDULE C
SUPPLEMENTARY CONDITIONS

C1. Project Delivery Method

- (a) This Agreement is based principally on the “stipulated sum agreement” (i.e. with a general contractor) project delivery method, and will be adapted and applied, as herein set forth, if and to the extent that the Owner elects to employ the “construction management” project delivery method as contemplated herein, or any other project delivery method.
- (b) Where “construction management” project delivery method is referred to in this Agreement, it is assumed that the Construction Manager acts as agent of and advisor to the Owner, pursuant to which the Owner (not the Construction Manager) would enter into multiple contracts with trade contractors and suppliers (i.e. the Trade Contractors, as defined herein).

The Owner may also elect to employ any other project delivery method, as the Owner from time to time considers most advantageous.

- (c) The Owner may elect to employ the “construction management” project delivery method for some or all of the aspects or components of the Project, and may elect to employ the “stipulated sum agreement” project delivery method for some or all of the aspects or components of the Project, as the Owner from time to time considers most advantageous
- (d) The Architect acknowledges and agrees that, if and to the extent that the Owner elects to employ the “construction management” project delivery method as contemplated herein, then, with regard to the aspects or components of the Project for which the “construction management” project delivery method is employed:
 - (i) many of the persons who will be Trade Contractors, under the defined terms used in this Agreement, would otherwise have been Subcontractors;
 - (ii) references to the Contractor do not (for greater certainty) include the Construction Manager (unless the Construction Manager converts to the role of a general contractor);
 - (iii) references to the Contractor do not (for greater certainty) include the Trade Contractors (in any provision in this Agreement, if it is intended that the Trade Contractors are to be included, then they will be specifically referred to); and
 - (iv) references to the Contracts do not (for greater certainty) include the Trade Contractor Contracts (in any provision in this Agreement, if it is intended that the Trade Contractor Contracts are to be included, then they will be specifically referred to).

- (e) As to any issue or uncertainty regarding the interpretation or application of any provision of this Agreement as it relates to the project delivery method employed (whether the “stipulated sum agreement” project delivery method as contemplated herein, or the “construction management” project delivery method as contemplated herein, or any other project delivery method), the reasonable interpretation and application from time to time stipulated or prescribed by the Owner will govern, and this Agreement will be interpreted and applied as so reasonably stipulated or prescribed by the Owner.

C2. Changes to Key Personnel

If a change or changes occur in the Architect Personnel assigned or available to be assigned by the Architect to the Project (whether as a result of a professional leaving the Architect’s firm, or otherwise), and in the reasonable determination of the Owner such change would or could potentially materially derogate from the performance by the Architect of any of the Services, then the Owner may take appropriate measures in response thereto, which could include reducing the scope of the Services to be encompassed by this Agreement, and engaging such departing Architect Personnel outside of this Agreement, whereupon an adjustment will be made to the fees to be paid to the Architect such that the Owner is not prejudiced by such change or changes.

C3. If progress of the Project impeded

If, from time to time, due to artistic differences among the Architect Personnel or for any other cause or circumstance (whether relating to the creative process or any other aspect of the performance of the Services), the Project or its progress is being hindered or impeded, then the Owner may make a decision and give direction to the Architect, as the Owner considers appropriate, to resolve the matter and allow the Project to resume without being so hindered or impeded, and the Architect will carry out and give effect to such decision and direction by the Owner.

C4. Liens under Lien Legislation in respect of the Services

[Note: The Lien Legislation stipulates that no builders lien holdback is to be retained from an architect, engineer, worker or material supplier.]

- (a) The Architect is responsible to ensure that no builders lien or claim of builders lien is filed or claimed by the Architect or any Architect Personnel in connection with any of the Services, and if any such lien or claim of lien is filed or claimed then the Architect shall, by payment into court or posting of a bond or otherwise, cause the same to be forthwith removed and discharged.
- (b) The Architect shall indemnify the Owner and save it harmless from and against all claims, demands, causes of action or suits involving a claim or claims for compensation for services, labour, or materials furnished to or employed in connection with or for the Services and from and against all builder's liens arising out of such services, labour and materials, whether before or after completion and acceptance of the Services, and against any loss, liability, damages or expenses (including any court costs, legal fees or expenses) suffered or incurred by the Owner in respect thereto, and shall keep the subject property free and clear of all liens or encumbrances relating to the performance of the Services.
- (c) For the Services under this Agreement:
 - (i) the Owner shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to the Architect under this Agreement, unless a consultant or other third party has been named by the Owner for this purpose; and
 - (ii) the Architect acting alone shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to any "subcontractor" as defined under the Lien Legislation, under this Agreement.

C5. Freedom of Information and Protection of Privacy

The Owner is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996 c.165 ("FIPPA"). Disclosure or release of information may be required under this legislation.

The Owner may choose, in the interest of public accountability, to make public or disclose the Agreement and associated records and information, in whole or in part. The Architect agrees that the Owner shall be entitled to do so and consents thereto (except only for any specific information isolated and identified by the Architect as confidential, and for which, if required by the Owner, the Architect establishes that disclosure is excluded under FIPPA).

If the Architect falls within the meaning of "service provider" as that term is defined under FIPPA, then the Architect shall comply with applicable requirements of FIPPA relative to personal information.

C6. Payment Certifier – for the Contractor and the Work under the Contract

In respect of amounts due to the Contractor under the Contract, and to any "subcontractor" as defined under the Lien Legislation, for the Work:

- (a) except as provided in Section D6(b) of this schedule, the Architect shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to the Contractor under the Contract, and shall issue "certificates of completion" under the Lien Legislation in respect of amounts due to the Contractor under the Contract when the Architect considers that the Work which is the subject thereof has been completed; and

- (b) the Owner and the Architect understand that the Contractor acting alone shall be the "payment certifier" for the purposes of the Lien Legislation in respect of amounts due to any "subcontractor" as defined under the Lien Legislation.

Where the "construction management" project delivery method is being employed as described in Section D1 of this schedule, then, to the extent so employed, the Owner and the Architect understand that the Construction Manager shall be the "payment certifier" for the purposes of the Lien Legislation, in respect of the Trade Contractor Contracts.

C7. WorkSafeBC

The Architect shall comply with, and shall ensure that all Architect Personnel comply with, all relevant WorkSafeBC (Workers' Compensation Board of BC) requirements and other workers' safety requirements and regulations.

C8. Taxes

- (a) The Owner shall be liable for GST as applicable (without duplication) on the fees and Reimbursable Expenses to be paid to the Architect under this Agreement, and unless otherwise expressly stipulated PST thereon as may be applicable.
- (b) If the Architect is not registered for GST, then, where applicable, the Owner may self-assess and remit the GST to or as directed by Canada Revenue Agency.
- (c) In this Agreement:
 - (i) "GST" refers to the taxes on goods and services levied and administered by the Government of Canada, which is commonly referred to as the GST, and, while HST is in effect in the Province of British Columbia, refers to the HST;
 - (ii) "HST" refers to the harmonized sales tax (encompassing, for greater certainty, both the federal and provincial components), when in effect from time to time in the Province of British Columbia; and
 - (iii) "PST" refers to the taxes on goods and services levied and administered by the Province of British Columbia (other than, for greater certainty, the HST or any portion thereof).
- (d) If the Architect is not a resident of Canada, the Owner may be required by law to withhold income tax, for services provided in Canada, from the Architect and to remit such tax to or as directed by Canada Revenue Agency, on behalf of the Architect. If the Architect is not a resident of Canada or in case of any uncertainty as to whether the Architect is a non-resident, the Owner is entitled to withhold and remit, and shall be credited under this Agreement for all remittances. If the Owner was required to withhold income tax but failed to withhold, then the Architect will on demand pay to the Owner the amount of the required withholding to reimburse the Owner for the amount required to be remitted.
- (e) The Architect shall apply for and, immediately on receipt, remit to the Owner any available refund, credit, rebate or remission of federal or provincial tax or duty that the Owner has paid the Architect or agreed to pay the Architect under this Agreement.

C9. Subsequent Phase(s)

Where the Project has a subsequent phase or subsequent phases, whether or not anticipated at the time of this Agreement being entered into, the Architect is retained only for the phase(s) of the Project specifically provided for in this Agreement, and has no rights nor responsibilities concerning any subsequent phase(s), except as expressly set out in this Agreement.

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END OF AGREEMENT
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ATTACHMENT C – UBC ALLOWABLE DISBURSEMENT POLICY

Attached.

Schedule of Allowable Disbursements

The following schedule describes the various costs which are to be paid to the Consultant as part of the professional fee for basic services or as reimbursable expenses (disbursements):

ITEM	PROFESSIONAL FEES FOR BASIC SERVICE	PAID BY UBC AS A REIMBURSABLE EXPENSE
Advertising for tender and substantial completion notices		X
Clerical		
1. Typist	X	
2. Word Processing	X	
3. Correspondence/Photocopying	X	
4. Mail (local and long distance)	X	
Computer Use	X	
Courier & Freight Charges		X
Drafting		
1. AutoCAD	X	
2. Manual	X	
3. Supplies	X	
Facsimile		
1. Local	X	
2. Long Distance		X
Insurance Review by IAO		X
Microfilming		X
Permits, Licenses / Consents / Authorizations		X
Model Building		
1. Study Model (in house)	X	
2. Presentation Model if requested by UBC		X
Parking (also see Travel)		
1. at UBC	X	
2. Consultant's Offices, etc.	X	
Photography (see Note 1)		
1. Job site photos for UBC's benefit		X
Copying		
1. Correspondence	X	
2. Consultant in-house copying and draft of reports	X	
Reprographics		
1. Consultants in-house drawings reproduction	X	
2. Review drawings and specifications for UBC review		X
3. Feasibility, geotechnical, schematic design, design development, systems design, quantity survey reports, including binding & collating for submission to UBC		X
4. Review drawings and specifications, reports for Sub-consultant	X	
5. Contract documents / specifications / tender documents		X