

## Schedule A Prime Consultant's Services (Architect)

This schedule forms part of the contract for consulting services for

Project *[insert from Article A -4 in the Agreement]*

Between the Client *[insert from Article A-2 in the Agreement]*

And the Prime Consultant *[insert from Article A-2 in the Agreement]*

Dated *[insert from Article A-1 in the Agreement]*

For the purposes of this schedule the User Group is defined as *[insert definition]*

### 1.1 Prime Consultant's Services

1.1.1 The Prime Consultant's services consist of those services performed by the Prime Consultant, the Prime Consultant's employees and the consultants engaged by the Prime Consultant. They include the provision of architectural services plus the provision of normal structural, mechanical and electrical engineering services by professional engineers when these consultants are engaged by the Prime Consultant.

1.1.2 The Prime Consultant's services include consultant co-ordination to integrate all parts of the services, i.e. structural, mechanical and electrical engineering services, landscaping and other required services.

*[Edit the following to suit the specific requirements of the project - ideally the RFP can include a schedule which can be imported directly into this schedule to save time and minimize errors]*

### 1.2 Pre-Design Services

The Prime Consultant shall:

1.2.1 Prepare detailed analyses of client's needs, in compliance with the most current information within the Ontario Realty Corporation Office and Workspace Guidelines, Barrier Free Access Standards and Fire Separation Requirements.

1.2.2 Feasibility Studies

- 1.2.2.1 Review current facilities: obtain existing electronic plans from client, tour site and review basic building services and systems;
- 1.2.2.2 Review proposed facilities: obtain electronic base building plans from landlord, tour site and review basic building services and systems;
- 1.2.2.3 Evaluate feasibility of alternative sites/facilities;
- 1.2.2.4 Verify accuracy of base building plans through site verification/measurement;
- 1.2.2.5 Produce a measured drawing of proposed facility conditions as constructed;
- 1.2.2.6 Manage the application process for LEED certification throughout the project;
- 1.2.2.7 Prepare and submit to the client a Verified Base Building Plan;
- 1.2.2.8 Follow ORC workplace space standards for offices and workstations ;
- 1.2.2.9 Develop and determine area requirements;
- 1.2.2.10 Prepare a room data sheet for every space identified in the space analysis where the Prime Consultant shall establish and record operational, architectural, and engineering criteria which includes but is not limited to:
  - 1.2.2.10.1.1 Room identification criteria
  - 1.2.2.10.1.2 Area (net areas only)
  - 1.2.2.10.1.3 Operational criteria
  - 1.2.2.10.1.4 Security requirements
  - 1.2.2.10.1.5 Controlled environment
  - 1.2.2.10.1.6 Finishes
  - 1.2.2.10.1.7 HVAC
  - 1.2.2.10.1.8 Lighting and power
  - 1.2.2.10.1.9 Plumbing
  - 1.2.2.10.1.10 Millwork
  - 1.2.2.10.1.11 Voice/data/telecom services
  - 1.2.2.10.1.12 Fixed equipment and related services
  - 1.2.2.10.1.13 Loose equipment and related services
  - 1.2.2.10.1.14 Furniture
  - 1.2.2.10.1.15 AODA compliant requirements
  - 1.2.2.10.1.16 Life Safety Requirements
  - 1.2.2.10.1.17 Hardware requirements and code compliance
  - 1.2.2.10.1.18 Washrooms
  - 1.2.2.10.1.19 Air handling/cooling equipment
  - 1.2.2.10.1.20 Diesel generator/UPS
- 1.2.2.11 Prepare a program of space needs for client approval.

### 1.3 Schematic Design Phase

The Prime Consultant shall:

- 1.3.1 review the program of requirements furnished by the client and characteristics of the site;
- 1.3.2 review and comment on the client's construction budget and schedule in relation to the client's program of requirements;
- 1.3.3 review with the client alternative approaches to the design of the project :
- 1.3.4 review applicable statutes, regulations, codes and by-laws applicable to the design of the project and where necessary review the same with the authorities having jurisdiction;
- 1.3.5 based on the mutually agreed upon program of requirements, schedule and construction budget, prepare for the client's review and approval, schematic design documents to illustrate the scale and character of the project and how the parts of the project functionally relate to each other, and;
- 1.3.6 prepare and submit to the client an estimate of construction cost and schedule based on current area or volume unit costs.

### 1.4 Design Development Phase

Based on client-approved schematic design documents and agreed estimate of construction cost and schedule, the Prime Consultant shall:

- 1.4.1 prepare for the client's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the project, to describe the size and character of the entire project including the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate; and
- 1.4.2 prepare and submit to the client a revised estimate of construction cost and schedule, and
- 1.4.3 as the design of the project is developed, continue to review applicable statutes, regulations, codes and by-laws applicable to the design of the project and where necessary review the same with the authorities having jurisdiction.

### 1.5 Construction Documents Phase

Based on client-approved design development documents and agreed estimate of construction cost and schedule, the Prime Consultant shall:

- 1.5.1 prepare, for the client's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project:
- 1.5.2 advise the client of any adjustments to the estimate of construction cost and schedule, including adjustments indicated by changes in client requirements and general market conditions
- 1.5.3 obtain instructions from and advise the client on the preparation of the necessary bidding information, bidding forms, conditions of the contract between the client and the contractor
- 1.5.4 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 client may apply for and obtain the consents, approvals, licenses and permits necessary for the project; and
- 1.5.5 assist the client in making application for the building permit
- 1.5.6 shall assist and advise the Requestor in obtaining bids and in awarding and preparing tender documents for construction.

#### 1.6 Bidding or Negotiation Phase

Following the client's approval of the construction documents and the latest estimate of construction cost and schedule, the Prime Consultant shall:

- 1.6.1 assist and advise the client in obtaining bids or negotiated proposals and in awarding and preparing the contract for construction

#### 1.7 Construction Phase – Contract Administration

- 1.7.1 The extent of the duties, responsibilities and limitation of authority of the Prime Consultant as the client's representative during construction shall be modified and extended only with the written consent of the client and the architectural consultant.
- 1.7.2 During the construction phase – contract administration, the Prime Consultant shall:
  - 1.7.2.1 be a representative of the client;
  - 1.7.2.2 advise and consult with the client
  - 1.7.2.3 have the authority to act on the client's behalf to the extent provided in the this contract and the construction contract documents;
  - 1.7.2.4 have access to the work at all times wherever it is in preparation or progress;
  - 1.7.2.5 forward all instructions from the client to the contractor;

- 1.7.2.6 carry out the general review of the work as defined in this contract and in accordance with applicable statutes, and provide written reports thereon to the client, the contractor and the chief building official;
- 1.7.2.7 examine, evaluate and report to the client upon representative samples of the work;
- 1.7.2.8 keep the client informed of the progress and quality of the work and report in writing to the client defects and deficiencies in the work observed during the course of the site reviews;
- 1.7.2.9 determine the amounts owing to the contractor under the construction contract based on the Prime Consultant's observations and evaluation of the contractor's application(s) for payments;
- 1.7.2.10 issue certificates for payment in the value proportionate to the amount of the construction contract, of work performed and products delivered to the place of work;
- 1.7.2.11 in the first instance, interpret the requirements of the construction contract documents and make findings as to the performance thereunder by both the client and contractor
- 1.7.2.12 when requested in writing, render within a reasonable time interpretations in written and graphic form as may reasonably be required by either the client or the contractor;
- 1.7.2.13 render written findings within a reasonable time, on all claims, disputes and other matters in question between the client and the contractor relating to execution or performance for the work or the interpretation of the construction contract documents;
- 1.7.2.14 render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents showing partiality to neither the client nor the contractor but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- 1.7.2.15 have the authority to reject work, which does not conform to the construction contract documents, and whenever, in the Prime Consultant's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- 1.7.2.16 review and take other appropriate action with reasonable promptness upon such contractor's

- submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents;
- 1.7.2.17 prepare change orders and change directives for the client's approval and signature in accordance with the construction contract documents;
- 1.7.2.18 have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents where these do not involve an adjustment in the contract price or an extension to the contract time;
- 1.7.2.19 furnish supplemental instructions to the contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Prime Consultant and the contractor;
- 1.7.2.20 review the as-built drawings being prepared by the contractor and where current as-built drawings are not presented for review determine in accordance with the construction contract the amount of payment to the contractor that will be withheld until current as-built drawings are presented;
- 1.7.2.21 assist with the coordination of phased moving into swing space to facilitate the construction throughout the project, as required;
- 1.7.2.22 facilitate regular site meetings (minimum one every seven (7) days) including the client's Project Manager, representative of the User Group, , operations staff, consultants, general contractor, and sub-contractors, as applicable. Take meeting minutes and issue them no later than three (3) days following the site meeting to all parties;
- 1.7.2.23 review and coordinate the delivery of operating and maintenance manuals;

## 1.8 Project Completion

The Prime Consultant shall:

- 1.8.1 determine the date of Substantial Performance of the work and issue the certificate as prescribed in the *Construction Lien Act*, RSO 1990, c. C.30 as it may be amended from time to time;
- 1.8.2 review for completeness the list of items to be completed or corrected submitted by the contractor and forward to the client and contractor together with a list of any additional items observed by the Prime Consultant;

- 1.8.3 receive from the contractor the submittals that are listed in the construction contract to be submitted with the request for the Prime Consultant to review for substantial performance;
  - 1.8.3.1 forward submittals to the client for review with a written report listing any submittals listed in the construction contract documents that have not been submitted;
  - 1.8.3.2 where required submittals have not been submitted by the contractor, determine the amount that will be retained from payments to the contractor in accordance with the construction contract until the submittals are submitted;
- 1.8.4 Verify the validity of the contractor's application for final payment and issue a certificate of final payment;
- 1.8.5 prepare record drawings as set out in this contract;
- 1.8.6 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 by the contractor to complete the work in accordance with the construction contract.
- 1.8.7 provide client with:
  - 1.8.7.1 one electronic PDF copy and one editable CAD file (latest format, as per ORC standards) of the original construction documents. The PDF copy is to be signed and dated by the client and Prime Consultant to establish a record of the information that was provided;
  - 1.8.7.2 one hard copy and one electronic PDF copy of all site instructions, change orders, change directives and reports on general review issued during construction; and
  - 1.8.7.3 editable CAD files prepared to current ORC standards of the record drawings as set out in the contract.

## 1.9 Furniture/Fixtures Inventory

The Prime Consultant shall provide the following services:

- 1.9.1 Furnishing Layouts:
  - 1.9.1.1.1 make preliminary determination of furniture and equipment requirements;
  - 1.9.1.1.2 prepare furniture layouts in all rooms and determine most suitable locations for existing furniture which may vary in size;
  - 1.9.1.1.3 conduct inventory of existing furniture and prepare report recommending reuse, refurbishment or abandonment of existing furniture and equipment, including cost estimates

for

acquiring, refurbishing and moving furniture and equipment;

1.9.1.1.4 identify where other furniture and equipment must be procured to meet project needs and assist client in the selection of furniture and equipment from Government surplus stock using lists of surplus stock provided by the client;

1.9.1.1.5 develop a preliminary new furniture, finishes and equipment list and cost estimate to supplement the existing and additional reusable furniture, furnishings and equipment and to refurbish/reupholster as necessary all furniture and equipment to be reused.

#### 1.9.2 Acquisition:

1.9.2.1.1 select finishes and colours for refurbished furniture; select new furniture complete with finishes and colours; coordinate selections with building finishes and ORC standards, presenting a minimum of three options and variations; and prepare a new furniture, refurbished furniture and equipment list and cost estimate;

1.9.2.1.2 advise and assist the client in obtaining bids participate in bid evaluations, notifications to bidders and contract award;

1.9.2.1.3 prepare, with input from the User Group, a moving plan for the relocation from existing sites to new locations of all new and existing furniture, furnishings, equipment, files, books and staff effects;

1.9.2.1.4 supervise the receiving and installation of new and relocated interlocking screen and component systems, new and used loose furniture, equipment and all other on-site move related activities;

1.9.2.1.5 verify delivery of items, prepare deficiency reports and coordinate the correction of deficiencies.

1.9.3 coordinate provision of detailed equipment requirements to engineering consultants by the client

1.9.4 locate equipment on plans;

1.9.5 integrate special equipment in furniture plans.

#### 1.10 Furniture Standards:

1.10.1 develop generic furniture standard footprints into detailed specifications for pricing

1.10.2 coordinate site tours with bidders for furniture supply

1.10.3 coordinate request for responses to bidders (identifying detailed specifications, finishes and quantities anticipated for initial purchase, and for ongoing buying agreements);

- 1.10.4 provide analysis and advice to client regarding submissions;
  - 1.10.5 revise generic standards to reflect successful bidder's specifications
  - 1.10.6 revise generic furniture plans to reflect actual sizing of successful manufacturers;
  - 1.10.7 provide dimensions to installation supplier for provision of installation drawings;
  - 1.10.8 provide plan of staff numbers/names for location plans.
- 1.11 Custom Furniture Design:
- 1.11.1 design custom furniture solutions;
  - 1.11.2 prepare custom furniture budget;
  - 1.11.3 tender custom furniture solutions
  - 1.11.4 make recommendations regarding submissions;
  - 1.11.5 reserve exclusive client rights for client with manufacturers.