AGREEMENT BETWEEN THE CLIENT AND THE ARCHITECT

This Standard Form of Agreement has been adapted from Document Six, Canadian Standard Form of Agreement Between Client and Architect, published in Ottawa by the National Practice Program under the aegis of the Royal Architectural Institute of Canada.

This adaptation has been carried out jointly by the Association of Architects in Private Practice of Quebec and the Ordre des Architectes du Québec.

SPECIAL CONDITIONS OF THE AGREEMENT

A1. Precedence
A2. Services
A3. Fees
A4. Hourly Rates
A5. Methods for Payment of Fees
A6. Reimbursable Expenses
A7. Other Conditions
A8. Appendices
A9. Client’s Statement
A10. Signatures

The Client and the Architect agree in the following terms.

SPECIAL CONDITIONS OF AGREEMENT

A1. PRECEDENCE

The Special Conditions set forth hereinafter form part of this Agreement. In case of discrepancy, these Special Conditions take precedence over the General Conditions.

A2. SERVICES

The Architect shall provide:

A2.1 Architect’s basic services:

1. Schematic Design
2. Design Development
3. Construction Documents
4. Services relative to bidding and negotiating
5. Services relative to the administration of the Construction Contract (without or with continuous presence on the Place of the Work)
A2.2 Engineers’ basic services

Consulting Engineers employed and paid by the Architect to provide engineering services are:

Specialty       Name of firm

Structural       ____________________________
Mechanical       ____________________________
Electrical       ____________________________

A2.3 Additional services as follows:

A3. FEES

The Client agrees to pay to the Architect the fees set forth hereinafter and under Section 4 of the General Conditions.

A3.1 Fees for Architect’s basic services (Circle 1, 2, 3 or 4 and cross out items which do not apply to the Project)

1. Percentage according to Schedule 3:
   .1 Fees set forth on percentage-basis. To this end, the Project is within Category (Insert 1, 2, 3 or 4) ____________________________;
   .2 Plus an increase of 50% of basic fees due to restoration, renovation, recycling, replanning or extension work of a building;
   .3 Plus an increase of 20% of basic fees due to work being performed under the management of a Construction Manager.

2. Fixed percentage of __________________%  
   .1 Without Engineers (3) __________________________________
   .2 With Engineers (3) __________________________________

3. Lump Sum of $__________________________  
   .1 Without Engineers (3) __________________________________
   .2 With Engineers (3) __________________________________

4. Hourly rates set forth according to Article A4 hereinafter and under Section 4 of the General Conditions.

A3.2 Fees for Engineers’ basic services

1. Fees for the Consulting Engineers employed by the Architect (Specify method of payment) are:

A3.3 Fees for additional services

1. Fees for additional services as set forth in A2.3 are computed as follows (Specify the chosen method of payment - lump sum, hourly rates - taking into account categories of personnel and services) :

2. Other services eventually required shall be paid as set forth in a future agreement between the Client and the Architect.

A4. HOURLY RATES

A4.1 Hourly rates to be charged are as follows:

1. for following personnel:

   Name, title, profession chargeable
   hourly rates $__________________________
   $__________________________
   $__________________________

   for other personnel: the cost of hourly salary X ______ (Insert the multiple to be used. General Conditions set forth a multiple of 2.5)

A5. METHODS FOR PAYMENT OF FEES

A5.5 Initial payment

The Client, upon the execution of this Agreement, shall pay an initial payment to the Architect. This payment shall be credited to the Client’s account at final payment.
A5.2 Adjustments for delays

If though no fault of the Architect, the services for the Schematic Design phase, the Design Development phase, and the Construction Documents phase have not been completed within _______ months after the date of this Agreement, or for the remaining phases within _______ months after the date of this Agreement, the amounts, rates, and multiple set forth in this Agreement shall be subject to review and equitable adjustment.

A5.3 Schedule for payment of fees

Fees for the Architect’s basic services shall be apportioned to the phase of service as follows:
(applicable for percentage-based or fixed amount fees; percentages of 15, 10, 48, 2 and 25% being usually appropriate).

<table>
<thead>
<tr>
<th>Phase</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td></td>
</tr>
<tr>
<td>Design Development</td>
<td></td>
</tr>
<tr>
<td>Construction Documents</td>
<td></td>
</tr>
<tr>
<td>Bidding (or Negotiating)</td>
<td></td>
</tr>
<tr>
<td>Administration of Construction Contract</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

A6. REIMBURSABLE EXPENSES

A6.1 The Client agrees to reimburse reimbursable expenses as set forth hereinafter and under Section 4 of the General Conditions.

A6.2 Travel expenses by motorcar shall be computed at _______ ¢/km.

A6.3 The multiple for administrative services mentioned in the introduction of Section 4.3 of the General Conditions shall be ____________________ %.

A7. OTHER CONDITIONS (if applicable)

A8. APPENDICES

The following appendices shall form part of this Agreement (For example: schedule, details of services etc.):

A9. CLIENT’S STATEMENT

The Client states that he has perused this Agreement and its General Conditions, that he has a good understanding of their covenants, and that he is satisfied thereof.
A10. SIGNATURES

Agreement executed on date indicated below.

THE CLIENT

Identity of the Client

Signature

Name and title of person signing

THE ARCHITECT

Identity of the Architect

Signature

Name and title of person signing

WITNESS

Signature

Name and title of person signing

WITNESS

Signature

Name and title of person signing