



CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA AND MARIA AGENDA
Wednesday, March 5, 2024
10:00 A.M.

NOTE: The meeting will not recess for lunch.

1. Call to Order and Moment of Silence

Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long-term benefit of our Municipality and those we represent.

2. Traditional Land Acknowledgement

As we gather this morning (afternoon), I would like to acknowledge on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands for years.

3. Recital of the Municipal Mission and Vision Statements

4. Declarations of Disqualifying Interest (Pecuniary)

5. Special Business

a. New Horizons for Seniors Program-Project

Resolution No.: 2025-017

Moved by _____ and seconded by _____

BE IT RESOLVED THAT By-Law 2025-05 being a bylaw to enter into an agreement with Canada as represented by the Minister of Employment and Social Development styled as Minister of Labour and Seniors, for the New Horizons for Seniors Program funding be read and adopted.

b. OPG Funding – Picnic Table Purchase

Resolution No.: 2025-018

Moved by _____ and seconded by _____

BE IT RESOLVED THAT the Council for the Corporation of the United Townships of Head, Clara and Maria does authorize the purchase of picnic tables from Uline in the amount of \$ 4,102.43.

c. Police Services Board Report

Resolution No.: 2025-019

Moved by _____ and seconded by _____

BE IT RESOLVED THAT the Police Services Board Report be received, and that Council directs a reserve of \$5,000 be created to fund the Township's portion of the Police Services Board 2025 budget.

d. Barrier Free Upgrades Hall/Office

Resolution No.: 2025-020

Moved by _____ and seconded by _____

BE IT RESOLVED THAT By-Law 2025-06 being a bylaw to enter into an agreement with architect Maria Beauchemin for design and oversight of the barrier free upgrades to the Township hall and municipal office in the amount of \$16,180 and an additional amount of \$12,700 for engineering fees that may be required plus HST;

BE IT FURTHER RESOLVED that Council authorizes the payment of the \$2,000 retainer.

6. Working Meeting

- a. Council Remuneration – Review of 2024 Amounts
- b. Hall Rental – Rates & Policy considerations
- c. Strategic Plan Review – Discussion
- d. Levels of Service – Discussion
- e. 2025 Budget

7. Confirmation of Proceedings

- a. Confirmatory Bylaw 2025-07

Resolution No.: 2025-021

Moved by _____ and seconded by _____

BE IT RESOLVED THAT By-Law 2025-07 being a bylaw to confirm proceedings of Council at their Special Meeting of March 5, 2025, be read and adopted.

8. Adjournment

Resolution No.: 2025-022

Moved by _____ and seconded by _____

BE IT RESOLVED THAT this meeting adjourn at ____ P.M.

Note: Alternate formats and communication supports are available upon request.

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD CLARA AND MARIA

BYLAW NUMBER 2025-05

BEING A BYLAW TO ENTER INTO A FUNDING AGREEMENT WITH CANADA FOR SENIORS PROGRAM FUNDING

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the United Townships of Head, Clara and Maria ("Council") acknowledges section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges while Council uses a Confirmatory Bylaw that it is a best practice to enter into funding agreements by bylaw.

Decision

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to enter into an agreement Canada as represented by the Minister of Employment and Social Development ("Canada") for the New Horizons Seniors Program Funding.

Direction

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

1. The Corporation of the United Townships of Head, Clara and Maria (the “Township”) is hereby authorized to enter into an agreement Canada for the New Horizons Seniors Program Funding as set out in Schedules "A" attached hereto and forming part of this By-law.
2. The Mayor and Clerk, or their designates, are hereby authorized to execute the agreement on behalf of the Township.
3. This By-law shall come into force and take effect on the date of its passing.

Read and adopted by Resolution 2025-017 this 5th Day of March 2025.

Mayor

Clerk



Articles of Agreement

Between

His Majesty the King in Right of Canada

(hereinafter referred to as "Canada"),

**as represented by the Minister of Employment and Social Development styled as Minister of Labour
and Seniors**

And

Corporation of the United Townships of Head, Clara and Maria

(hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 Agreement

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 Interpretation

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 Effective Date and duration

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 Purpose of the Grant

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 Payment of the Grant

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 Appropriation

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 Reduction or Termination of Funding

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 Recipient Declarations

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 Project Records

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 Inquiry by the Auditor General of Canada

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 Reporting

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within sixty (60) days following the Project Period.

12.0 Continuous Eligibility

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 Evaluation

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 Termination of Agreement

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 Repayment Requirements

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 Indemnification

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 Relationship between the Parties and Non-Liability of Canada

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 Conflict of Interest

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 Informing Canadians of the Government of Canada's Funding

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 Access to Information

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 Proactive Disclosure

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 Notices

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 Assignment of the Agreement

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 Successors and Assigns

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 Compliance with Laws

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 Amendment

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 Unincorporated Association

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 Communication with the Public

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 Agreement without Prejudice [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

Section C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 020197943

Project Title: Healthy Seniors

Program Name: New Horizons for Seniors Program

This Application is: ☒ Approved ☐ Not Approved

Grant Amount:



Amount Requested: \$ 25000

Amount Approved: \$ 25000

Project description and Budget adjustments:

Activities and Timelines:

From 2025/03/31 to 2026/03/30, the organization will:

- Plan and schedule the project activities.
- Promote the project in the community.
- Deliver cooking workshops.
- Conduct sessions on health and wellness.
- Submit final report to NHSP representatives.

Demographic of participant target group:

- Newcomers
- Low Income
- Remote/Rural

Budget:

Expenditures include:

- Staff Wages & MERCs: \$1,575 for program coordinator
- Project Cost:
 - Professional Fees: \$16,424 for instructors
 - Hospitality: \$200 for food and beverages
 - Transportation: \$600 for senior participants
 - Supplies and materials: \$5,497 for cooking, woodworking and floral design
 - General cost: \$704 for event tickets

Other Conditions:

Does not apply to this project

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Does not apply to this project

Project Period:

From: 2025/03/31

To: 2026/03/30

Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 25000

1st Installment Date: 2025/03/31

Date of Approval: 2025/01/23

Canada signing authority on behalf of the Minister of Employment and Social Development

Adam, Fayaz

2025-02-25 11:01:25

Canada

Date (yyyy-mm-dd)



For the Recipient (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)



1-800-295-5510

uline.ca

3333 James Snow Parkway North • Milton, ON L9T 8L1

INVOICE

THANK YOU FOR YOUR ORDER.

GST/HST #: 80651-4543 RT0001

INVOICE #: 15511826

ORDER #: 29782671

SOLD TO: THE UNITED TOWNSHIP OF
15 TOWNSHIP HALL RD
STONECLIFFE ON K0J 2K0
CANADA

SHIP TO: THE UNITED TOWNSHIP OF
15 TOWNSHIP HALL RD
STONECLIFFE ON K0J 2K0
CANADA

CUSTOMER NO.		PURCHASE ORDER NO.		SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
25091717		WRITTENORDER		DROP SHIP	01/07/25	01/21/25	NET 30 DAYS	01/21/25
QTY ORDERED	U/M	BACK ORDERED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENDED PRICE	
2	EA		H-2671G	ADA METAL PICNIC TABLE - 46" SQUARE, GREEN GST ID 80651-4543 RT0001 HST 471.96		1,402.00	2,804.00	

ORDER PLACED BY: MELANIE THEIL
ERIVERA

SUB-TOTAL
2,804.00

TAX
471.96

SHIPPING/HANDLING
826.47

AMOUNT DUE
\$ 4,102.43

SEE ABOVE

CAD

PLEASE PAY FROM
THIS INVOICE
REFER TO THIS
INVOICE NUMBER
WHEN CONTACTING
US REGARDING
THIS TRANSACTION

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
THE UNITED TOWNSHIP OF	25091717	15511826	01/21/25	4,102.43

AMOUNT ENCLOSED

IF DIFFERENT THAN AMOUNT DUE \$ _____

EXPLAIN DIFFERENCES ON REVERSE SIDE

MAKE CHEQUE
PAYABLE AND
MAIL TO:

ULINE CANADA CORPORATION
P.O. BOX 3500
RPO Streetsville
Mississauga Ontario L5M 0S8

IMPORTANT – PLEASE DETACH AND RETURN THIS
PORTION TO ENSURE PROPER CREDIT



Council Member Committee/Local Board Report

Council Member: Councillor Dowser

Report Date: 2025-03-01

1. **Committee Name**
Police Services Board
2. **Purpose of the Committee/Local Board** (Provide a brief description of the committee's mandate, mission, or primary objectives.):
To provide adequate and effective policing
3. **Recent Meetings**
 - **Date(s) of Meeting(s):** 02/28/2025
 - **Key Topics Discussed:** Procedural By-law, Budget, Designate Board Member, Terms of Reference, Public Appointee, Strategic Plan, Provincial Appointee, Delegations, Next steps
 - **Decisions Made** (List key decisions, approvals, or recommendations made by the committee.): Passed Procedural By-law, Budget Apportionment.
4. **Progress on Initiatives**
 - **Ongoing Projects/Tasks** (Summarize progress on key initiatives or projects the committee is overseeing; Mention timelines, milestones achieved, or challenges faced.): With the exception of the Procedural By-law, all Key Topics discussed are ongoing
 - **New Initiatives** (Highlight any new initiatives that the committee has started or proposed.): Click or tap here to enter text.
5. **Implications for Council**

- **Items Requiring Council Attention** (List any decisions or input required from Council.): Designate, Public Appointee
- **Budgetary/Financial Considerations** (Outline any impacts on municipal budgets or funding needs related to committee activities.):
\$5000 Budget
- **Policy/Bylaw Impacts** (Identify any policy changes or bylaw implications from the committee's work.): Council Renumeration by-law may have to be amended with respect to the Police Services Board meetings and expenses.

6. Upcoming Meetings

- **Next Meeting Date:** 2025-04-04
- **Planned Agenda Items** (Highlight key topics for upcoming discussions.):
Continued discussions on the set up of this newly formed Board

7. Additional Information (Include any other relevant information, such as community engagement efforts, partnerships, or public feedback.)

Click or tap here to enter text.

8. Recommendations to Council (if applicable):

(Clearly state any recommendations the committee has for Council.)

Reserve Budget \$5000



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD CLARA AND MARIA

BYLAW NUMBER 2025-06

BEING A BYLAW TO ENTER INTO A CONTRACT WITH MARIA BEAUCHEMIN FOR ARCHITECTURAL WORK

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

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Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the United Townships of Head, Clara and Maria ("Council") acknowledges section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges that it is necessary to engage the services of an architect to design and oversee barrier free upgrades to the Township Hall and Municipal Office.

Decision

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to enter into an agreement for the provision of architectural services with architect Maria Beauchemin.

Direction

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

1. The Corporation of the United Townships of Head, Clara and Maria (the "Township") is hereby authorized to enter into an agreement with Maria Beauchemin for the provision of architectural services for the barrier free upgrades to the Township Hall and Municipal Offices as set out in Schedules "A" – Agreement and Schedule "B" – Fee Proposal attached hereto and forming part of this By-law.
2. The Mayor and Clerk, or their designates, are hereby authorized to execute the agreement on behalf of the Township.
3. This By-law shall come into force and take effect on the date of its passing.

Read and adopted by Resolution 2025-020 this 5th Day of March 2025.

Mayor

Clerk

OAA 600

2021 A

Version 1.1, Sept. 2022

Standard Form of Contract for Architect's Services

FOR



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The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 600:

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- Pro-Demnity Insurance Company,
- members of the OAA's Practice Resource Committee, and
- various members and interested parties who provided commentary and criticisms since the previous version was published.

Revision History

Version	Date	Description
1.1	Sept. 2022	Grammatical corrections, Schedule 1, Consistency with OAA 800-2021
1.0	June 2022	Original issue

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Definitions

General Conditions

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* List any documents forming part of this contract or attached to this contract in in Article A27.

Schedules

Schedule 1 – Services Schedule Legend
Schedule 2 – Basic Services
<input type="checkbox"/> Schedule 3 – Additional Services
<input type="checkbox"/> Schedule 4 – Other Services
<input type="checkbox"/> Schedule 5 – Other Terms and Conditions

Appendices

<input type="checkbox"/> Appendix A – Provision of Editable CAD or BIM Files
<input type="checkbox"/> Appendix B – Waiver of Moral Rights

Note: Clauses have been renumbered from the 2013 version due to insertions or deletions as a result of the changes made. Future changes to the fixed text will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

Agreement

A01 *Effective Date:* This *Contract* is effective as of the _____ day of the month of March in the year _____.

A02 between the *Client*:

A03 and the *Architect*:

Maria Beauchemin

A04 for the following *Project*:

A05 The owner, if other than the *Client*, is: _____.

A06 *Construction Cost Budget:* The *Client's* budget for *Construction Cost* is: \$ _____.

A07 The *Client's* anticipated dates for construction are as follows:

- .1 Commencement of construction: _____;
- .2 *Substantial Performance of the Work*: _____;
- .3 *Ready-for-Takeover*: _____.

A08 The anticipated construction delivery method and anticipated form of construction contract between the *Client* and the contractor are:

- .1 Delivery method: _____;
- .2 Construction contract: _____.

A09 *Permitted Budget Exceedance:* The latest agreed ~~*Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid, or the lowest cost negotiated proposal~~ *N/A* may not exceed the *Construction Cost Budget* by more than _____%.

A10 The *Architect* may rely on the initial information contained in Articles A06 to A08. In the event that this information changes materially due to, or is altered by, conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately amend Articles A06 to A08, and adjust the scope of the *Services*, the *Architect's* compensation, and the *Architect's* schedule for performance of the *Services*, if any.

A11 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*:

--

--

.2 engaged by the *Client*:

--

--

A12 The *Client* shall provide information, surveys, reports, and services related to the *Place of the Work* as set out and indicated in the table below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon:

	ITEM	Required from Client	Comments
.1	surveys describing physical characteristics, legal limitations, and utility locations for the <i>Project</i> site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable to meet the <i>Project's</i> requirements: grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions, and data pertaining to existing buildings, site improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;		

.2	subsurface investigation and reports that include, but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations to meet the <i>Project's</i> requirements;		
.3	A list of and evaluations of <i>Toxic or Hazardous Substances</i> present at the <i>Place of the Work</i> , with reports and appropriate professional recommendations;		
.4	air and water pollution tests, tests for <i>Toxic or Hazardous Substances</i> , structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests, and reports as reasonably required by the <i>Architect</i> , the <i>Architect's Consultants</i> , the authorities having jurisdiction or the construction contract documents to meet the <i>Project's</i> requirements;		
.5	A written legal description of the site to permit compliance with the requirements of applicable <i>Lien Legislation</i> .		

A13 Upon commencement of the *Services*, the *Architect* shall, in a timely manner and in accordance with the *Standard of Care*, review the *Place of the Work* to the extent allowed by the *Client* and review for itself all information provided by the *Client* pursuant to Article A12. The *Client* shall provide the *Architect* with timely access to the *Place of the Work* and all such information as required for the *Architect's* compliance with this Article A13. The *Architect* shall have no liability with respect to existing conditions or conditions discovered or arising in the course of the *Services* that could not reasonably have been ascertained prior to commencement of the *Services* by such a review of the *Place of the Work* and review of all information provided by the *Client* consistent with the *Standard of Care*.

A14 The professional liability insurance carried by the *Architect* pursuant to GC09 shall be a claims made policy issued by a company licensed to underwrite insurance in the province of Ontario:

- .1 with a per claim limit of not less than \$_____ per claim, with an aggregate limit of not less than \$_____ per project in any policy year;
- .2 which coverage shall be maintained continuously from the commencement of *Services* for a period ending not less than _____ years after the date of *Ready-for-Takeover*, the completion or termination of the *Services*, whichever occurs first;
- .3 which insurance shall insure the *Architect* from claims arising from errors, omissions, or negligent acts in the performance of the *Architect's* professional *Services* and duties and responsibilities pursuant to this *Contract*.

A15 The commercial general liability insurance carried by the *Architect* shall be issued by a company licensed to underwrite insurance in the province of Ontario:

- .1 with a per claim limit of not less than \$250,000_____ per claim, with an aggregate limit of not less than \$1,000,000_____ in any policy year;
- .2 which coverage shall be maintained continuously from the commencement of *Services* until the completion or termination of the *Services*, whichever occurs first;
- .3 the *Client* shall be added to the policy as a named insured for the duration of this *Contract*.

A16 Automobile Liability Insurance from the date of commencement of the *Services* under this *Contract* until the termination of this *Contract* with a per claim limit of not less than \$2,000,000.00_____ per claim when owned or non-owned automobiles are used directly or indirectly in the performance of this *Contract*.

A17 For the *Architect's Basic Services* and any *Additional Services* the fee shall be computed as follows:
(refer also to GC12)

Fees shall be computed on the basis of the designations in the Fee Reference columns in Schedules 2, 3, and 4 which designations are defined in Schedule 1.

~~Where designated as Fee Reference F1 or F2: A percentage of the construction cost as stipulated in Schedule 1.~~ N/A

Where designated as Fee Reference F3: For the fixed fee of \$_____ (exclusive of *Value-Added Taxes*)

Also - Engineering fees : 12,700.00 +HST

~~Where designated as Fee Reference F4:
On a time basis applying the following hourly rates _____ key personnel/positions:~~ N/A

Refer to Fee Proposal

The rates established above are exclusive of *Value-Added Taxes* and shall be adjusted on the anniversary of the *Contract* according to the annual change as reported quarterly in the Statistics Canada Residential Construction Price Index for the Toronto, Ontario area in Table 18-10-0135-02.

A18 Unless otherwise stipulated in Article A17 or mutually agreed in writing, the *Client* shall compensate the *Architect* for *Extra Services* on the basis of the following hourly or unit rates: (refer also to GC12)

Hourly rates for key personnel/positions:

Refer to fee Proposal

The rates for assistance in connection with any *Adjudication*, mediation, arbitration, legal proceeding, or other dispute resolution proceeding that is not as between the *Client* and *Architect* under this Contract, including in respect of any contract of the *Client* being administered by the *Architect*, shall be 200% of those listed above unless agreed otherwise.

The rates established above shall be adjusted on the anniversary of the *Contract* according to the annual change as reported quarterly in the Statistics Canada Residential Construction Price Index for the Toronto, Ontario area in Table 18-10-0135-02.

The foregoing rates are inclusive of all overhead and profit, but exclusive of *Value-Added Taxes*. For certainty, unless otherwise specified, the Fee Reference in Schedule 2, Schedule 3, Schedule 4, and Appendix A for any *Services* to be performed on the basis of the foregoing rates shall be "F4".

A19 Where compensation for the *Basic Services* or *Additional Services* is based on a lump sum or percentage of the *Construction Cost*, the compensation and invoicing for each phase of such *Services* shall be based on the following apportionment of the those fees:

Pre-design services	(_____ %)
Schematic design phase	(_____ %)
Design development phase	(_____ %)
Construction documents phase	(_____ %)
Bidding or negotiating phase	(_____ %)
Construction phase	(_____ %)
Total	(0.0 %)

A20 An administrative charge of 10.00 % shall be added to the *Reimbursable Expenses* as noted in GC12.3.

A21 The rate for calculating automobile travel costs shall be \$ 0.68 per kilometre of reimbursable travel.

A22 The *Client* shall pay to the *Architect*, upon the later of the *Effective Date* and execution of this *Contract*, a retainer in the amount of \$ _____ inclusive of *Value-Added Taxes*, which shall be credited against the *Architect's* last *Proper Invoice* and is the minimum payment that the *Client* must pay the *Architect* under this *Contract*. Where the total fee payable at the end of the *Contract* is less than the value of the retainer, the unexpended amount of any retainer shall be returned promptly to the *Client* after receipt by the *Architect* of payment in full for all outstanding invoices.

A23 A *Proper Invoice* shall include the following information in addition to the minimum requirements stated in the definition of *Proper Invoice*:

OAA Standard Certificate of Payment and Distribution form (for the second and all subsequent *Proper Invoices*)

A24 *Proper Invoices* shall be issued and submitted to the *Client* monthly on or after the 1st day of the month unless otherwise agreed to in writing. Within 28 days of receipt of a *Proper Invoice*, the *Client* shall pay the *Architect* the invoiced amount or, subject to compliance with the *Lien Legislation*, the undisputed portion thereof plus applicable *Value-Added Taxes*, on account of the *Architect's* fee and agreed upon *Reimbursable Expenses* less any applicable statutory holdback.

A25 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest commencing on the 29th day after the date the *Proper Invoice* is received by the *Client* or such other applicable time stipulated in the applicable *Lien Legislation*. The interest shall be calculated and compounded monthly at the rate of 10.00 % per annum or such other rate as is specified in the *Lien Legislation*, whichever is higher, or such other rate as is determined as a result of a dispute resolution process.

A26 Where permitted by the *Lien Legislation*, the *Client* shall make payment of accrued holdback on a phased basis upon completion of the following specified design phase:

N/A

A27 This *Contract* is composed of the following documents, listed in order of priority:

Priority #	Contract Document
1	Fee Proposal

** (Insert here a list identifying all documents forming part of the Contract such as supplementary conditions; information documents and reports with titles, number of pages and dates; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; schedules, giving title, number, date; appendices, giving title, number, date. Attach additional documents to the Contract as required.)*

In the event of any conflict or inconsistency among the documents of the *Contract*, the order of priority of such documents, from highest to lowest, shall be as identified in the table above.

A28 This *Contract*, together with the schedules, appendices, and other documents listed in Article A27, represents the entire *Contract* between the *Client* and the *Architect*, and supersedes all other prior negotiations, representations, agreements, or contracts, either written or oral, between the parties relating to the matters herein.

A29 This *Contract* may be amended only in writing, signed by both the *Client* and the *Architect*.

A30 The parties may sign this *Contract* in counterparts with the same effect as if the parties had executed the same document and an electronic copy of this *Contract* shall be deemed as legally binding as an original copy. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this *Contract* in accordance with the provisions set out in this *Contract* for delivery of *Notices in Writing*.

A31 The time to be allowed in the Project schedule for Client review of submissions shall be ____ *Working Days*.

A32 Notices, Invoices, and Other Communications shall be delivered as noted in Article A02 and Article A03 unless noted otherwise as follows:

To the *Client* at:

To the *Architect* at:

Maria Beauchemin
17 Noble Cres. Petawawa,
Ontario K8H 0G1
613-863-8853
Maria@mkbarchitect.com

This *Contract* is effective as of the day and year written above in Article A01.

.....
CLIENT (*Signature*)

.....
(*Printed name and title*)
I have authority to bind the *Client*

.....
CLIENT (*Signature*)

.....
(*Printed name and title*)
I have authority to bind the *Client*

.....
ARCHITECT (*Signature*)

Maria Beauchemin
.....
(*Printed name and title*)
I have authority to bind the *Architect*

Definitions

The following Definitions apply to this Contract. References to the singular shall be considered to include the plural as the context requires.

Additional Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 3 and Schedule 4 that are contemplated as of the <i>Effective Date</i> .
Adjudication	means construction dispute interim adjudication as specified under the <i>Lien Legislation</i> .
Architect	is the person or entity identified in Article A03 that is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and is licensed to practise in the province or territory of the <i>Place of the Work</i> .
Architects Act	Means the <i>Architects Act</i> , R.S.O. 1990, c A.26 and all regulations thereto, as amended as of the effective date of the <i>Contract</i> .
Background Intellectual Property	means such intellectual property, and all or part of the intellectual property rights therein, which are developed by, owned by, or licensed to the <i>Architect</i> or its <i>Consultants</i> either prior to or independent of any <i>Services</i> provided pursuant to this <i>Contract</i> .
Basic Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 2 that are contemplated as of the <i>Effective Date</i> .
Client	is the person or entity identified in Article A02.
Construction Cost	is the total cost of the <i>Work</i> to the <i>Client</i> to construct all elements of the <i>Project</i> designed or specified by, or on behalf of, or as a result of, the coordination by the <i>Architect</i> , including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractor's general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, excluding the full amount of Value-Added Taxes, whether recoverable or not. The <i>Construction Cost</i> excludes the compensation of the <i>Architect</i> and the <i>Consultants</i> , land cost, land development charges, or other professional fees, which are also the responsibility of the <i>Client</i> .
Construction Cost Budget	means the <i>Client's</i> budget for the <i>Construction Cost</i> stipulated in Article A06 and <i>Contingency</i> amounts, as amended or adjusted in accordance with this <i>Contract</i> .
Construction Documents	consist of the bidding requirements including instructions to bidders, information available to bidders, bid forms, and attachments, plus the <i>Contract Documents</i> .
Consultant	is a person or an entity engaged by the <i>Client</i> or the <i>Architect</i> to provide services supplementary to those provided by the <i>Architect</i> .
Consultant Coordination	means: <ul style="list-style-type: none"> (i) managing the communications among the <i>Architect</i> and all <i>Consultants</i> listed in Article A11, and with the <i>Client</i>; (ii) providing direction as necessary to give effect to all design decisions; (iii) reviewing the services of all <i>Consultants</i> listed in Article A11.1 to assist in identifying conflicts or interferences, and to monitor general compliance with directions (iv) reviewing the instruments of service and other information provided to the <i>Architect</i> by the <i>Client's Consultants</i> listed in Article A11.2 to assist in identifying conflicts or interferences, and to monitor general compliance with directions.

Contingency	means a fixed amount or an amount calculated as a percentage of the <i>Construction Cost</i> to cover unknowns or changing factors of cost and include: (i) escalation <i>Contingency</i> to cover price escalation from the time of an estimate to the time of bidding; (ii) design <i>Contingency</i> for design development factors prior to construction; and (iii) construction <i>Contingency</i> to cover unforeseen changes during construction.
Contract	means the undertaking by the parties identified in and including the Agreement form, Definitions, General Conditions, Appendices, and Schedules hereto including the documents listed in Article A27 to perform their respective duties, responsibilities, and obligations as described therein and amendments agreed upon between the parties.
Contract Documents	consist of drawings, specifications, schedules, and other documents appropriate to the size and complexity of the <i>Project</i> and amendments agreed upon between the parties, to describe the size and character of the <i>Project</i> , including architectural and, where applicable, civil, structural, mechanical, and electrical systems, materials, and such other elements setting forth in detail the requirements for the construction, enlargement, or alteration of the building or buildings and any related components comprising the <i>Project</i> .
Dispute	means a disagreement, controversy, or claim between the parties, arising out of or in connection with this <i>Contract</i> or in respect of any defined legal relationship associated with it or derived from it and includes: <ul style="list-style-type: none"> (i) any failure to reach an agreement where an agreement is required or contemplated under this <i>Contract</i>; (ii) differences between the <i>Architect</i> and the <i>Client</i> as to the interpretation, application, or administration of this <i>Contract</i>; (iii) any failure to agree where agreement between the <i>Architect</i> and the <i>Client</i> is called for; and (iv) or any matter involving the alleged breach, error, omission, or negligent act of the <i>Client</i>, <i>Architect</i>, or any person for whom they are responsible.
Effective Date	means the date the <i>Contract</i> becomes effective as stipulated in Article A01.
Electronic Documents	are one of the formats in which <i>Instruments of Service</i> may be provided by the <i>Architect</i> . <i>Electronic Documents</i> refer to portable document files (PDF), but do not include editable computer-aided design documents (e.g. CAD or BIM), word-processing, or other files unless otherwise agreed in writing.
Estimate of Construction Cost	is a statement of the approximate total <i>Construction Cost</i> as defined (the accuracy of which depends on the level of detail of the <i>Contract Documents</i> at the time the estimate is prepared), based on current area, volume, or similar conceptual techniques; and includes <i>Contingencies</i> as defined.
Extra Services	are those professional services and responsibilities of the <i>Architect</i> that are not identified as comprising <i>Basic Services</i> or <i>Additional Services</i> (whether or not described in Schedule 2, Schedule 3, or Schedule 4 to the <i>Contract</i>), and are expressly excluded from the <i>Basic Services</i> or <i>Additional Services</i> , or are otherwise not contemplated as forming part of the <i>Basic Services</i> or <i>Additional Services</i> at the time of <i>Contract</i> signing.
Force Majeure Event	means an event that causes a party to be delayed in performing or unable to perform its obligations under the <i>Contract</i> in whole or in part and that meets each of the following criteria: (i) the event and its effects are beyond such party's reasonable control; (ii) such party could not reasonably have prevented, overcome, or removed the event and its effects by commercially reasonable efforts and due diligence; and (iii) the event and its effects do not result directly or indirectly from such party's negligence or default. For certainty, insufficiency of funds of either party shall not constitute a <i>Force Majeure Event</i> .

Functional Program	is a statement of the <i>Client's</i> needs, objectives, constraints, criteria, and desires for the <i>Project</i> . It typically includes spatial and functional requirements and relationships, special equipment, systems, and desired service life.
General Review	means review during visits to the <i>Place of the Work</i> (and where applicable, at locations where building components are fabricated for use at the <i>Project</i> site) at intervals appropriate to the stage of the construction that the <i>Architect</i> in its professional discretion, considers necessary to become familiar with the progress and quality of the <i>Work</i> and to determine that the <i>Work</i> is in general conformity with the <i>Contract Documents</i> , and to report, in writing, to the <i>Client</i> , contractor, and authorities having jurisdiction.
Instruments of Service	are the paper or <i>Electronic Documents</i> that comprise the design, drawings, reports, and specifications prepared by or on behalf of the <i>Architect</i> or its <i>Consultants</i> , including but not limited to <i>Construction Documents</i> , plans, sketches, drawings, graphic representations, specifications, photographs, and materials prepared for the approval of the <i>Client</i> , the authorities having jurisdiction, and for construction, but do not include software systems, databases, computer programs, editable computer-aided design documents (e.g. CAD or BIM), drafts or superseded versions of documents, or communications in whatever form among the <i>Consultants</i> unless otherwise agreed in writing. This includes <i>Record Drawings</i> where such are requested as part of <i>Additional Services</i> .
Lien Legislation	means the lien legislation applicable to the <i>Place of the Work</i> and includes any payment legislation in effect at the <i>Place of the Work</i> governing payment under construction contracts. Where the <i>Place of the Work</i> is located in Ontario, <i>Lien Legislation</i> shall mean the <i>Construction Act</i> , R.S.O. 1990, c. C.30 and all regulations thereto, as amended as of the <i>Effective Date</i> of the <i>Contract</i> .
Moral Rights	has the same meaning given to it in the <i>Copyright Act</i> , R.S.C. 1985, c. C-42, as amended as of the <i>Effective Date</i> of the <i>Contract</i> .
Notice in Writing	means a written communication between the parties that is transmitted in accordance with the GC17.1.
Permitted Budget Exceedance	means the maximum percentage by which the latest agreed <i>Estimate of Construction Cost</i> , the lowest cost proposal, the lowest cost compliant bid, or the lowest cost negotiated proposal may exceed the <i>Construction Cost Budget</i> as stipulated in Article A09.
Place of the Work	is the designated site or location of the <i>Work</i> identified in Article A04.
Project	means the total enterprise or endeavour contemplated under Article A04 of which the <i>Work</i> may be the whole or a part.
Project Management Services	means those services provided by the <i>Architect</i> during the course of the <i>Project</i> to manage the <i>Project</i> , including the definition and establishment of <i>Project</i> requirements and management plans, quality management and control plans for the provision of <i>Services</i> , development and implementation of a system for monitoring the <i>Work</i> , coordination of parties involved the <i>Project</i> , review and tracking of <i>Project</i> and <i>Construction Cost</i> , management of <i>Project</i> communication, facilitation of the delivery of <i>Services</i> on the <i>Project</i> , excluding services relating to analysis of the financial viability of the <i>Project</i> , construction services and control of or responsibility for the means, methods, techniques, schedules, sequences or procedures of construction. For greater certainty, Project Management Services do not include delivery and completion of the construction

Proper Invoice	<p>means a written application for payment for <i>Services</i>, materials, <i>Reimbursable Expenses</i> or other compensation containing at a minimum the following information:</p> <ul style="list-style-type: none"> (i) <i>Architect's</i> name, address, and telephone number; (ii) Date of the invoice and the period during which the <i>Services</i>, materials, or related documentation were supplied; (iii) <i>Information identifying the authority under which the Services, materials, or related documentation were supplied;</i> (iv) Description, including quantities where appropriate, of the <i>Services</i>, materials, or related documentation that were supplied; (v) Amount payable for the <i>Services</i>, materials, or related documentation that were supplied, and the payment terms; (vi) Name, title, telephone number, and mailing address of the Architect to whom payment is to be sent; (vii) Any additional information specified in Article A23; and (viii) Any additional information specified in the <i>Lien Legislation</i> or its Regulations.
Ready-for-Takeover	<p>means when all prerequisites and conditions of ready-for-takeover set out in the form of construction contract stipulated in Article A08.2 have been attained. Where no date for <i>Ready-for-Takeover</i> is stipulated in Article A07 or the construction contract does not establish prerequisites or conditions for ready for takeover, <i>Ready-for-Takeover</i> shall mean <i>Substantial Performance of the Work</i>.</p>
Record Drawings	<p>means the drawings prepared by the <i>Architect</i> by revising the editable CAD or BIM documents to reflect changes made to them during construction based on the:</p> <ul style="list-style-type: none"> (i) content of as-built drawings, if any, prepared and supplied by the contractor or construction manager; and (ii) changes as a result of site instructions, change orders, change directives, and other written directions given by the <i>Architect</i>. <p><i>Record Drawings</i> are provided as paper or <i>Electronic Documents</i> unless agreed otherwise</p>
Reimbursable Expenses	<p>means the actual expenditures incurred by the <i>Architect</i>, and the <i>Architect's Consultants</i> in the interest of the <i>Project</i> in the provision of the <i>Services</i>, supported by invoices, receipts or <i>Proper Invoices</i>. They include, but are not limited to:</p> <ul style="list-style-type: none"> (i) transportation in connection with the <i>Project</i> for authorized travel (e.g. for transportation, lodging and meals); (ii) communication and shipping (e.g. for long-distance telephone calls and facsimile messages, courier service, postage, and electronic conveyances); (iii) reproduction of <i>Instruments of Service</i>, photographs, reports, and other documents in excess of one printed or electronic copy of each; (iv) web-based project management services, specifically requested by the <i>Client</i>; (v) fees, levies, duties, or taxes for permits, licences, or approvals from authorities having jurisdiction; (vi) premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the <i>Client</i> in excess of that normally carried by the <i>Architect</i> and the <i>Architect's Consultants</i>; (vii) fees for <i>Project</i>-specific collaborative software or software subscriptions requested by the <i>Client</i>; and (viii) other <i>Project</i>-related expenses approved by the <i>Client</i> in writing prior to expenditure.

Services	means the <i>Basic Services</i> , the <i>Additional Services</i> , if any, <i>Other Services</i> and the <i>Extra Services</i> , if any, required of the <i>Architect</i> by the <i>Contract</i> . The <i>Architect's Services</i> do not include the delivery or completion of the <i>Work</i> .
Standard of Care	means the level of professional skill, care, and diligence as would be exercised by a reasonable architect practising in the same area in the same or similar locality under similar circumstances as measured by the professional standard of the time.
Substantial Performance of the Work	means substantial performance of the contract for the <i>Work</i> as defined under the <i>Lien Legislation</i> or, in the absence of such legislation, when the <i>Work</i> is ready for the purpose intended.
Toxic or Hazardous Substances	means any solid, liquid, gaseous, thermal, or electromagnetic substance that could cause harm to or adversely affect the environment or human health, and includes, without limitation, chemicals, contaminants, irritants, pollutants, moulds, asbestos, bio-contaminants, polychlorinated bi-phenyls, biohazards, and nuclear, hazardous, and special wastes, whether or not defined in or regulated by any federal, provincial, territorial or municipal laws, statutes, or regulations. For clarity, material designated as excess soils or regulated by excess soils legislation is not included as <i>Toxic or Hazardous Substances</i> .
Value-Added Taxes	means those sums levied upon the <i>Architect's</i> compensation by the federal or any provincial or territorial government and is computed as a percentage of such compensation and includes the Harmonized Sales Tax (HST), the Goods and Services Tax (GST), and the Quebec Sales Tax (QST), and any similar tax, the collection and payment of which are imposed on the <i>Architect</i> by tax legislation.
Work	means the total construction and related services required by the <i>Contract Documents</i> .
Working Day	means any day of the week other than Saturday, Sunday, a statutory vacation day that is observed by the construction industry in the area of the <i>Place of the Work</i> , a statutory holiday in the area of the <i>Place of the Work</i> , or a statutory holiday in the Province of Ontario.

General Conditions

GC01 ARCHITECT'S RESPONSIBILITIES

- 1.1 The Architect shall provide Services as identified in this Contract and shall:
- .1 perform the *Services* in accordance with the *Standard of Care* and as expeditiously as is consistent with such *Standard of Care* and the orderly progress of the *Project*;
 - .2 provide *Project Management Services* for all *Basic Services* and *Additional Services*;
 - .3 designate by *Notice in Writing* to the *Client* before the *Architect* commences *Services* a representative authorized to act on behalf of the *Architect* with respect to the *Project*. In the absence of such designation, the *Architect's* signatory to this *Contract* shall be deemed to be the representative;
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect*, and those other *Consultants* engaged by the *Client* that are listed in Article A11.2;
 - .5 maintain financial records, including records of *Reimbursable Expenses* and of any *Services* for which the fee is computed as a multiple of hourly or daily rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times;
 - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld;
 - .7 not make use of and shall maintain the confidentiality of information provided by the *Client* and shall not disclose the nature or extent of the *Project* and *Services*, including details of any discussions or meetings in connection therewith or of the *Architect's* remuneration therefor, except that the *Architect* shall be permitted to use and disclose any such information (including, for certainty, to the *Architect's* employees, *Consultants*, professional advisors, legal counsel, regulatory bodies, insurers, and lenders) to the extent: (i) required by law; (ii) necessary for the performance of the *Services* or exercise of any other rights or obligations under this *Contract*; (iii) such information is or becomes a part of the public domain after the *Effective Date* other than through a breach of this *Contract* by the *Architect* or its *Consultants*; or (iv) expressly permitted by the *Client* in writing. The *Architect* shall bind its employees and *Consultants* by commensurate obligations of confidentiality;
 - .8 retain copies of information provided to the *Architect* by or on behalf of the *Client* as required for compliance with the *Architects Act*;
 - .9 except with the *Client's* knowledge and written consent, neither engage in any activity, nor accept any employment, commission, interest, contribution, discount, gift, or other benefit that would compromise the *Architect's* professional judgement with respect to the *Project* or that would create a conflict of interest;
 - .10 give the *Client* timely *Notice in Writing* if the *Client* fails to accept the *Architect's* professional judgement with respect to the *Services* to such an extent that the *Architect* considers the *Client's* failure as demonstrating a loss of confidence in the professional skill and care of the *Architect*;
 - .11 give the *Client* timely *Notice in Writing* of any errors or omissions of the contractor or of the *Client's* *Consultants* that the *Architect* observes at the *Place of the Work* or of which the *Architect* otherwise has direct knowledge;
 - .12 give the *Client* timely *Notice in Writing* if the *Architect* observes or otherwise becomes aware of any fault or defect in the *Work* or of any nonconformity with the requirements of the *Contract Documents*;

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- .13 give the *Client* timely *Notice in Writing* of any undisclosed conditions existing at the *Place of the Work* and of any potential errors or omissions in the information provided by the *Client* pursuant to Article A12 discovered from review of the *Place of the Work* and review of the *Client's* information by the *Architect* in accordance with Article A13;
 - .14 give the *Client* timely *Notice in Writing* following commencement of construction of the *Project*, if the *Architect* becomes aware that the time scheduled for construction may be exceeded, the *Architect* shall review any steps proposed by the contractor to mitigate the potential delay, assess any extension of time that may be required, assess the reasons for that extension, and advise the *Client* in a timely manner in writing;
 - .15 keep the *Client* informed of all pertinent matters that the *Architect* becomes aware of that materially affect the schedule or *Construction Cost Budget*;
 - .16 to the extent possible within the control of the *Architect* allocate in any schedule prepared by the *Architect*, the time noted in Article A31 for the *Client* to assess and respond to reports, recommendations, or requests for decisions made by the *Architect*; and
 - .17 unless agreed otherwise in writing, require all *Consultants* engaged by the *Architect* for the *Project* under other contracts to carry and maintain insurance with limits at least equal to that required of the *Architect* under this *Contract* and provide the *Client* with evidence of such insurance coverage upon request.

GC02 SCOPE OF ARCHITECT'S BASIC SERVICES

- 2.1 The *Basic Services* consist of those services to be performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* as set forth in Schedule 2 – Basic Services or otherwise mutually agreed in writing. The *Basic Services* include the provision of basic structural, mechanical, electrical, and civil engineering services by professional engineers licensed in the jurisdiction of the *Place of the Work* when such *Consultants* are engaged by the *Architect*. The *Client* shall compensate the *Architect* for the *Basic Services* in accordance with the fee reference type noted and as described in Article A17 and Schedule 2.

GC03 SCOPE OF ARCHITECT'S ADDITIONAL SERVICES

- 3.1 The *Additional Services* consist of those services in addition to the *Basic Services* to be performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* as set forth in Schedule 3 – Additional Services or otherwise mutually agreed in writing. The *Client* shall compensate the *Architect* for the *Additional Services* in accordance with the fee reference type noted and as described in Article A17 and Schedules 3 and 4.

GC04 PROVISION OF EXTRA SERVICES

- 4.1 Where the *Architect* recognizes or is informed of facts or circumstances that give rise to the need to perform *Extra Services*, the *Architect* shall notify the *Client* in writing with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide any *Extra Services* until the *Architect* receives the *Client's* written authorization. Compensation for *Extra Services* shall be based on the rates identified in Article A18 unless mutually agreed otherwise in writing. *Extra Services* shall include but are not limited to the provision of services or the reviewing, evaluating, revising, or providing of additional drawings or specifications, including of proposed change notices, change orders, change directives, or other documents, or increased levels of effort which are:
 - .1 caused by instructions of the *Client* that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by material adjustments in the *Client's Functional Program* or *Construction Cost Budget*;
 - .2 caused by significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, including the anticipated dates identified in Article A07, or *Client's Consultants*;

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- .3 caused by changes to the method of bidding or negotiating with the construction parties or the construction delivery method or the form of construction contract as identified in Article A08;
 - .4 caused by the enactment of or revision to statutes, regulations, codes, bylaws, or orders by authorities having jurisdiction applicable to the *Work* or *Services* subsequent to the *Effective Date*, which enactment or revisions the *Architect* could not have reasonably anticipated or foreseen;
 - .5 caused by an interpretation or change in interpretation by the authorities having jurisdiction that differs from the *Architect's* reasonable interpretation of statutes, regulations, codes, bylaws, or orders by authorities having jurisdiction, which difference the *Architect* could not have reasonably anticipated or foreseen;
 - .6 due the *Client's* failure to render decisions in a timely manner;
 - .7 in connection with evaluating substitutions proposed by the contractor that require significant research or effort to evaluate or in connection with making subsequent revisions to the drawings, specifications, or other documentation resulting from the acceptance of such substitutions;
 - .8 caused by the evaluation of an extensive or unreasonable number, size, or complexity of claims or requests for information submitted by the contractor or others in connection with the *Work*, except to the extent any such requests for information result from a lack of appropriate detail, clarity, or consistency in the *Instruments of Service*;
 - .9 due to replacement of any of the *Work* damaged by fire or other causes beyond the *Architect's* control during construction;
 - .10 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, or by failure of performance by either the *Client* or the contractor under the construction contract;
 - .11 requested by the *Client* in connection with any *Adjudication*, mediation, arbitration, legal proceeding, or other dispute resolution proceeding that is not as between the *Client* and *Architect* under this *Contract*, including in respect of any contract of the *Client* being administered by the *Architect*, and which was not substantially caused by an error or omission of the *Architect* unless the *Architect* is included or joined as a party therein;
 - .12 made necessary as a result of any delay to the *Project* to the extent that such delays are not due to the acts or omissions of the *Architect*;
 - .13 made necessary by extension to the duration of the *Project*, including extension of the anticipated dates for construction described in Article A07, except to the extent that any such extension is due to an error or omission of the *Architect* or its *Consultants*; or
 - .14 made necessary as a result of any failure of a *Client's Consultant* to coordinate performance of their services with that of other *Client's Consultants* or to provide information and documents to the *Architect* or other *Consultants* in a timely manner.

GC05 CLIENT'S RESPONSIBILITIES

- 5.1 The *Client* shall provide a *Functional Program* at the commencement of the *Project* or where a *Functional Program* is being developed as part of the *Services*, shall initially establish and periodically update full information regarding the requirements for the *Project* including but not limited to the *Client's Project* objectives, constraints, and criteria including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, desired service life, and site requirements.
- 5.2 The *Client* shall initially establish and periodically update the *Construction Cost Budget*, which includes appropriate *Contingencies*. If the *Client* significantly increases or decreases the *Construction Cost Budget*, either incrementally or in aggregate, the *Client* shall notify the *Architect* in writing. Adjustments to the *Project* and the *Architect's* fee shall be as an *Extra Service*.

5.3 The *Client* shall:

- .1 designate by *Notice in Writing* to the *Architect* prior to the *Architect* commencing *Services* a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such designation, the *Client's* signatory to this *Contract* shall be deemed to be the representative;
- .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Services*;
- .3 sign applications for permits and pay for the building permit and all other *Project*-related permits and development costs as the owner, or if the *Client* is not the owner arrange for the *Owner* to sign, and pay for same, other than professional permits, licenses, and other such requirements necessary for the *Architect* to provide services to the public;
- .4 give the *Architect* timely *Notice in Writing* of all notifications and other communications related to the *Services* received from authorities having jurisdiction;
- .5 give the *Architect* timely *Notice in Writing* if the *Client* observes or otherwise becomes aware of any fault or defect in the information provided by the *Client*, the *Instruments of Service*, or the *Project*, or of any nonconformity with the requirements of the *Construction Documents*;
- .6 engage *Consultants* identified in Article A11.2 of this *Contract*, if any, under terms and conditions of other contracts that are compatible with this *Contract*;
- .7 unless agreed otherwise in writing, require all *Consultants* engaged by the *Client* to carry and maintain insurance coverage with coverage not less than that required of the *Architect* under this *Contract* and provide the *Architect* with evidence of such insurance coverage upon request;
- .8 provide any legal, accounting, and insurance counselling services as may be necessary at any time for the *Project* as determined by the *Client* acting reasonably, including such auditing services as the *Client* may require to verify the contractor's applications for payment, to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; or for an issue related to the provisions for prompt payment or *Adjudication* under the *Lien Legislation* or other applicable legislation;
- .9 provide reports and appropriate professional recommendations of specialist *Consultants* if reasonably required by the *Architect* and mutually agreed by the *Architect* and the *Client*, each acting reasonably;
- .10 generally accept the *Architect's* professional judgement with respect to the *Services*;
- .11 employ a delivery method for the *Project* consistent with that identified in Article A08.1 and engage one or more suitable contractors under construction contracts consistent with the form of contract identified in Article A08.2 and compatible with this *Contract*; and.
- .12 require all *Consultants* engaged by the *Client* to coordinate performance of their services with those of other *Client's* *Consultants* and to provide information and documents to the *Architect* and other *Consultants* in a timely manner.

GC06 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 6.1 The *Construction Cost Budget* is provided initially in Article A06 and may be adjusted throughout the *Project* as required under GC05.2. Where prepared by the *Architect*, initial evaluations of the *Construction Cost Budget*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost*, represent the *Architect's* judgement as a design professional. It is recognized that neither the *Architect* nor the *Client* has control over the cost of labour, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Construction Cost Budget* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.

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- 6.2 If at any time prior to issuance of the *Construction Documents* for tender or negotiation, the *Architect's Estimate of Construction Cost* exceeds the latest *Construction Cost Budget*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Construction Cost Budget*, the *Project's* size, or quality. Upon agreement between the parties, the *Architect* shall make any such adjustments to the *Construction Documents* and the *Client* shall cooperate with the *Architect* in making any such adjustments. *Client's* acceptance of such adjustments and other re-design services shall not relieve the *Architect* from responsibility to perform such *Services* in accordance with the *Standard of Care* and other requirements of this *Contract*.
- 6.3 *Estimates of Construction Cost* provided by the *Architect* shall be based on current area, volume, or similar conceptual techniques. If the *Client* requests detailed cost-estimating services, the *Architect* shall provide such services as an *Additional Service* where stipulated in Schedule 3 or 4 or upon request as an *Extra Service*, as applicable.
- 6.4 If the bidding or negotiation phase has not commenced within 90 days after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are received.
- 6.5 Where the latest agreed *Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid or the lowest cost negotiated proposal exceeds the *Construction Cost Budget* by a percentage that is less than or equal to the *Permitted Budget Exceedance*, the *Architect* may, upon written request of the *Client* and as an *Extra Service*, make appropriate recommendations to the *Client* and the *Client* may:
- .1 provide written approval of an increase in the budget for the *Construction Cost*; or
 - .2 request as an *Extra Service* the *Architect's* cooperation in decreasing the *Project* scope or quality through modification of the *Construction Documents* and provision of other services necessary to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*; or
 - .3 authorize as an *Extra Service* the re-bidding or re-negotiation of the proposal.
- 6.6 Where the latest agreed *Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid, or the lowest cost negotiated proposal exceeds the *Construction Cost Budget* by a percentage that is more than the *Permitted Budget Exceedance*, the *Architect* shall make appropriate recommendations to the *Client*, and the *Client* shall:
- .1 provide written approval of an increase in the budget for the *Construction Cost*; or
 - .2 request the *Architect's* cooperation in decreasing the *Project* scope or quality through modification of the *Construction Documents* and provision of other services necessary to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*; or
 - .3 authorize re-bidding or re-negotiation of the proposal; or
 - .4 abandon the *Project* and terminate this *Contract* in accordance with GC11.3.
- 6.7 To the extent any exceedance of the *Construction Cost Budget* was not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, the *Client* may require the *Architect* to perform its obligations under GC06.6 for no additional fee. The provision of such services shall be the limit of the *Architect's* responsibility for any exceedance of the *Permitted Budget Exceedance*. For certainty, where the *Client* proceeds under GC06.6.2, having made modifications to the *Construction Documents* and provided other services to the extent required to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*, the *Architect* shall be entitled to compensation for all other services performed pursuant to GC06.6.2 as an *Extra Service* in accordance with this *Contract*, whether or not the construction phase is commenced.
- 6.8 Without limiting the foregoing, where the latest agreed *Estimate of Construction Cost* referred to in GC06.6 is provided by a *Consultant* engaged by the *Client*, the *Architect* shall be entitled to rely on such estimate and any modifications to the *Construction Documents* described in GC06.6 shall be as an *Extra Service* in accordance with this *Contract*, whether or not the construction phase is commenced.

GC07 CONSTRUCTION PHASE SERVICES

- 7.1 The extent of the duties, responsibilities, and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.
- 7.2 When engaged for *Services* during the construction phase the *Architect* shall:
- .1 be a representative of the *Client*;
 - .2 advise and consult with the *Client*;
 - .3 have the authority to act on the *Client's* behalf to the extent provided in this *Contract*;
 - .4 have access to the *Work* at all times wherever it is in preparation or progress;
 - .5 forward all instructions from the *Client* to the contractor;
 - .6 have the authority to reject *Work* that does not conform to the *Contract Documents*;
 - .7 have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed, or completed, whenever, in the *Architect's* reasonable opinion, such special inspection or testing is necessary or advisable for the implementation of the intent of the *Contract Documents* and the *Architect* has so advised the *Client* by *Notice in Writing*; and
 - .8 have the authority to order minor adjustments in the *Work* that are consistent with the intent of the *Contract Documents*, when these do not involve an adjustment in the cost for or the time of the *Work*.
- 7.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information, and belief, the *Work* observed during the course of *General Review* is in general conformity with the *Contract Documents*, and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the *Services* described in this *Contract*;
 - .2 the results of any subsequent tests required by or performed under the *Contract Documents*;
 - .3 minor deviations from the *Contract Documents* being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment or any accompanying cover letter.
- 7.4 The issuance of a certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board (WSIB), or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC08 COPYRIGHT AND USE OF DOCUMENTS

- 8.1 The *Architect* shall retain all common law, statutory, and other reserved rights, including all copyright, to the *Instruments of Service*. The *Instruments of Service* and all computer software programs developed by the *Architect* for the *Project* shall remain the property of the *Architect*, whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the *Services*.
- 8.2 Amendment or alteration of the *Instruments of Service* by the *Client* or any other person is prohibited without a written licence from the *Architect*.
- 8.3 The *Client* affirms they are the copyright owner or they have permission from the copyright owner to transmit any information provided by the *Client* to the *Architect* for its use on the *Project*.
- 8.4 The *Architect* represents to the *Client* that any and all intellectual property rights being licensed to the *Client* by the *Architect* under this GC08 do not violate, infringe, or otherwise misappropriate any third-party intellectual property rights and that the *Architect* has the full power and authority to grant, confer, license, or otherwise transfer to the *Client* all intellectual property rights in the *Instruments of Service* as contemplated by this GC08.

- 8.5 Submission or distribution of the *Architect's Instruments of Service* to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication or infringement of the *Architect's* reserved rights.
- 8.6 Upon the *Effective Date* and subject to GC08.7:
- .1 the *Architect* grants the *Client* an exclusive, royalty-free, and perpetual licence to retain, reproduce, alter, amend, and use the *Architect's Instruments of Service* solely and exclusively for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*;
 - .2 the *Architect* grants the *Client* an exclusive, royalty-free, and perpetual licence to use all models, photographs, and renderings provided by the *Architect* in connection with the *Project* and to reproduce, publish, and display such models, photographs, and renderings in the same or other media, for promotional, publicity, and advertising purposes and for submitting to award programs in connection with the *Project*, whether before or after completion of the *Work*. This licence is subject to the *Client* crediting the respective authors of the models, photographs, and renderings provided by the *Architect* in connection with the *Project*, the *Architect's* role on the *Project* and citing the *Architect's* name and address if required by the *Architect*;
 - .3 the *Architect* grants the *Client* a non-exclusive, royalty-free, and perpetual licence to use all computer software programs developed by the *Architect* for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*; and
 - .4 the *Architect* shall obtain similar licences consistent with this *Contract* from the *Architect's Consultants* as required to give effect to the foregoing licences.
- 8.7 The licences granted under GC08.6:
- .1 are subject to *Client's* payment in full of all fees and *Reimbursable Expenses* due to the *Architect* under this *Contract*, including any and all fees and expenses for suspension, remobilization, or termination, and all accumulated interest, except for any amounts subject to a *Dispute* being resolved in accordance with GC16;
 - .2 permit the *Client* to, and authorize the *Client's Consultants*, contractors, subcontractors, suppliers, and tenants to reproduce applicable portions of *Instruments of Service* solely and exclusively for use in performing services or construction for the *Work* and *Project*;
 - .3 permit the *Client* to alter, modify, amend, or have altered, modified, or amended the *Instruments of Service* as may be required by the *Client* for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*, including in the event of termination of this *Contract* by the *Client* pursuant to GC11.2, provided that any such alteration, modification, or amendment not performed by the *Architect* shall be at the *Client's* sole risk and the *Client* will not hold out that any such changes to the *Instruments of Service* were approved, reviewed, or otherwise accepted by the *Architect*;
 - .4 may only be transferred by the *Client* to a third party with the *Architect's* written consent, which consent shall not be unreasonably withheld, except that such licence may be transferred upon *Notice in Writing* to the *Architect* to any future registered owner(s) of all or part of the *Place of the Work* provided that any such transferee agrees in writing to be bound by all terms and conditions applicable to the licence set out in this *Contract*, including in this GC08;
 - .5 are not exclusive with respect to the *Background Intellectual Property* of the *Architect* or its *Consultants* and nothing in this *Contract* shall be deemed to derogate from the *Architect's* ownership and full right to use its *Background Intellectual Property* for any other project or site; and
 - .6 shall terminate on the effective date of termination of the *Contract* where this *Contract* is terminated by the *Architect* pursuant to GC11.2, GC11.4, or GC11.6 or by the *Client* pursuant to GC11.3.
- 8.8 The *Client* shall indemnify and hold harmless the *Architect* to the fullest extent permitted by law, from and against any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to alteration, modification, or amendment to the *Instruments of Service* by the *Client*, the *Client's Consultants*, contractors, subcontractors, suppliers, employees, or tenants, or any other person for whom the *Client* is responsible at law.

- 8.9 The *Client* hereby acknowledges that the *Architect's* design is unsuitable for any site other than that of the *Project*. The *Architect's Instruments of Service* shall not be used for renovations, additions, or alterations to any other project or for any other project or location without a written licence from the *Architect* permitting such use.
- 8.10 In the event that the *Client* terminates this *Contract* pursuant to GC11.2 a copy of all the current *Instruments of Service*, and non-editable supporting documents in the possession or control of the *Architect* and which are reasonably required for the continuance and completion of the *Work and Project* including, but not limited to analyses and calculations, not already provided to the *Client* shall be delivered in a timely manner to the *Client* by the *Architect*. The *Architect* is entitled to retain the originals and shall cooperate with the *Client* to effect an orderly administrative transition to a new *Architect*.
- 8.11 Upon completion of this *Contract* and provided the *Architect* has been paid in full for all *Services* performed to the date of completion, except for any amounts subject to a *Dispute* being resolved in accordance with GC16, a copy of all the current *Instruments of Service* not already provided to the *Client* shall be delivered in a timely manner to the *Client* by the *Architect*. The *Architect* is entitled to retain all originals.

GC09 INDEMNIFICATION AND LIABILITY OF THE ARCHITECT

- 9.1 The *Architect* shall, within the limits of its insurance coverages as stipulated in the *Contract* indemnify the *Client* from claims, demands, losses, costs, damages, actions, suits, or proceedings in respect of claims by a third party and from losses, costs, or damages suffered by the *Client*, provided these are attributable to error, omission, or negligent act in the performance of the *Services* of the *Architect* or of those for whom it is responsible at law.
- 9.2 The *Architect* shall provide, maintain, and pay for the insurance coverages stipulated in Articles A14, A15, and A16 of this *Contract* as well as workers' compensation insurance as required by law. Upon request, the *Architect* shall provide the *Client* with evidence of such coverage. Such insurance shall be in effect as required by Articles A14, A15, and A16
- 9.3 The *Client* agrees that:
- .1 any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to errors, omissions, or negligent acts in the performance of the *Architect's* duties and responsibilities pursuant to this *Contract*, or in connection with the *Project*, shall be limited in the aggregate to the coverage and amount of professional liability insurance required in Article A14.1 during the period stated in Article A14.2. Thereafter the *Architect's* liability shall be limited to the lesser of the coverage and amount stated in Article A14.1 or the coverage and amount available to the *Architect* for the payment of such claims at the time the claim is made; and
 - .2 the indemnification of the *Client* by the *Architect* from claims, demands, losses, costs, damages, actions, suits, or proceedings in respect of claims by a third party and from losses, costs, or damages suffered by the *Client*, provided these are attributable to error, omission, or negligent act in the performance of the *Services* of the *Architect* or of those for whom it is responsible at law shall be within the limits of the *Architect's* professional liability insurance coverages.
- 9.4 If after commencement of the *Services* the *Client* wishes to increase the amount of the coverage of any insurance policy carried by the *Architect* or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* cost as a reimbursable expense pursuant to GC12.3.
- 9.5 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representations it reasonably believes to be current and accurate.

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- 9.6 The *Architect* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers, any other persons performing any of the *Work*, or any other persons performing work at the *Place of the Work* or for failure of any of them to carry out the *Work* in accordance with the *Contract Documents* or any statutes, regulations, codes, or bylaws governing the performance of work;
 - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences, or procedures, for temporary works, or for safety precautions and programs required in connection with the *Work*,
 - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances* at the *Place of the Work*,
 - .5 be responsible for establishing, initiating, maintaining, or supervising any health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation;
 - .6 be responsible for preparation or execution of reliance letters in favour of any person other than the *Client* or of any documents requested by lenders or other persons providing financing to the *Client* or *Project*; or
 - .7 be liable for the result of any interpretation or finding rendered in good faith in accordance with the *Standard of Care* as defined in GC01.1.1 and the *Contract Documents*.
- 9.7 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client* in accordance with the terms of this *Contract*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions, or errors of *Consultants* engaged by the *Client* identified in Article A11.2, the specialist *Consultants* described in Article A12 engaged on behalf of the *Client*, or such other consultants or contractors subsequently engaged by or on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 9.8 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty, or otherwise against any current or former employee, officer, or director of the *Architect* arising out of negligent acts, omissions, or errors of such person pursuant to this *Contract*.
- 9.9 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents* and the *Client* shall indemnify and hold harmless the *Architect* from and against any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to such changes made by others for whom the *Client* is responsible at law.
- 9.10 To the fullest extent permitted by law and subject to any shorter limitation period prescribed by statute, the *Client* and *Architect* each waive and release the other from all claims arising under this *Contract*, except claims for which *Notice in Writing* has been received by one party from the other within a period of six years from the earlier of the date of completion of the *Services* and the date of termination of the *Contract*.
- 9.11 If the presence of *Toxic or Hazardous Substances or Materials* not noted in the reports provided to the *Architect* by the *Client* is discovered at the *Place of the Work*, the *Client* shall indemnify the *Architect* to the full extent permitted by law from any claims arising out of the presence of such *Toxic or Hazardous Substances or Materials*, and the *Architect's* fee shall be adjusted to reflect the reasonable costs and time incurred as a result of such presence.
- 9.12 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.

GC10 SUSPENSION OF THE ARCHITECT'S SERVICES

- 10.1 If the *Client* lacks the financial ability, the authority to proceed, or otherwise desires to suspend the *Project*, the *Client* shall give 10 *Working Days' Notice in Writing* to the *Architect* that the *Client* elects to suspend the *Architect's Services*. For certainty, where the *Architect* receives *Notice in Writing* that the *Work* has been suspended by the *Client*, the *Client* and *Architect* acknowledge and agree this shall also constitute a suspension of any *Services* to be performed by the *Architect* during the construction phase.
- 10.2 If any *Proper Invoice* submitted by the *Architect* remains unpaid by the *Client* for more than the period specified in Article A24 and:
- .1 no notice of non-payment has been issued in accordance with the *Lien Legislation*; or
 - .2 where there is no applicable payment legislation in the *Place of the Work*, a *Notice in Writing of Dispute* in accordance with GC16 was not issued in respect of the unpaid *Proper Invoice*;
- then the *Architect* may give seven days' written notice to the *Client* that the *Architect* will suspend *Services*.
- 10.3 The *Architect* may suspend *Services* on the *Project*:
- .1 if within seven days of delivery of the *Notice in Writing* in GC10.2, the *Client* has not paid subject to GC12 the *Architect's Proper Invoice*, the undisputed amount of a *Proper Invoice*, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the *Proper Invoice*;
 - .2 if the *Work*, including demolition or construction, proceeds in the absence of a required permit to demolish or construct and without the chief building official dispatching building officials to the *Place of the Work*; or
 - .3 if the *Architect* becomes aware of an action taken by the *Client* that violates applicable building codes or regulations.
- 10.4 If the *Architect* suspends performance of the *Services* pursuant to GC10.3, the *Client* shall not have any claim whatsoever against the *Architect* for any delay, loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspension of *Services*.
- 10.5 Unless mutually agreed otherwise in writing, any *Services* requested by the *Client* to be performed by the *Architect* during a phase for which the *Services* have been suspended shall constitute *Extra Services* for which the *Architect* shall be compensated based on the rates identified in Article A18. The *Architect's* performance of such *Extra Services* and compensation therefor shall not negate the *Architect's* entitlement to suspension expenses for the suspended *Services* in accordance with this GC10.
- 10.6 Suspension expenses include all actual costs and expenses incurred by the *Architect* directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments, and such other damages as the *Architect* may have sustained as a direct result of the suspension.
- 10.7 Before resuming *Services* after a suspension:
- .1 the *Architect* shall be entitled to payment, within 28 days of the date that the *Proper Invoice* for suspension of *Services* is received by the *Client*, for all suspension expenses as defined in GC10.7 and for all reasonable expenses for recommencement of *Services*; and
 - .2 The *Architect's* fees for the remaining *Services*, applicable time schedules, and any required personnel or *Consultant* changes shall be agreed to in writing and adjusted accordingly.
- 10.8 The rights of the *Architect* given by GC10.3 are in addition to and not in substitution for any other rights the *Architect* may have under this *Contract* or otherwise for non-payment of the *Architect's Proper Invoices* by the *Client*.

GC11 TERMINATION OF SERVICES

- 11.1 This *Contract* is terminated on the earliest of:
- .1 completion of the *Services*;
 - .2 termination in accordance with GC11.2, 11.3, or 11.4;
 - .3 one year from the date of *Ready-for-Takeover*; or
 - .4 one year from the date of completion of the *Work*.
- 11.2 This *Contract* may be terminated by either party upon not less than seven days' *Notice in Writing* should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, and such other party does not remedy their performance within the stipulated notice period. Such *Notice in Writing* shall state the reasons for the termination.
- 11.3 The *Client* shall provide at least seven days' *Notice in Writing* to the *Architect* of termination of the *Contract* in the event that the *Project* is abandoned by the *Client*, and at least 28 days' *Notice in Writing* to the *Architect* of termination of the *Contract* for the *Client's* convenience.
- 11.4 This *Contract* may be terminated by the *Architect* upon at least seven days' *Notice in Writing* to the *Client* if the *Client* fails to pay when due any amount payable to the *Architect* under a determination of an adjudicator issued pursuant to the *Lien Legislation*.
- 11.5 If the *Project* is suspended in whole or in part for more than a total of 60 days by either party, the *Contract* may be terminated by the *Architect* upon at least seven days' *Notice in Writing* to the *Client*.
- 11.6 If the *Project* is abandoned by the *Client* in whole or in part and the *Client* fails to provide notice as required under GC11.3, the *Contract* may be terminated by the *Architect* upon at least seven days' *Notice in Writing* to the *Client*.
- 11.7 This *Contract* may be terminated by the *Architect* upon at least seven days' *Notice in Writing* to the *Client* under GC01.1.10 in the event that the *Client* fails to accept the *Architect's* professional judgement with respect to the *Services* in accordance with GC05.3.10 and there has been a loss of confidence in the *Architect's* provision of *Services*.
- 11.8 In the event of termination the *Architect* shall be paid within 28 days of the date that a *Proper Invoice* is received by the *Client*, subject to GC12.5, the undisputed amount for all *Services* performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, and subject to GC11.10, for all termination expenses as defined in GC11.9.
- 11.9 Termination expenses are in addition to compensation for the *Architect's Services* and include:
- .1 expenses directly attributable to termination for which the *Architect* is not otherwise compensated;
 - .2 plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the *Services* remaining to be performed by the *Architect*; or
 - .3 such other amount as may be mutually agreed.
- 11.10 Termination expenses are payable to the *Architect* under GC11.8, except where the *Client* terminates this *Contract* in accordance with GC11.2 or where either party terminates the *Contract* due to a *Force Majeure Event* in accordance with GC13.3.
- 11.11 No later than 10 *Working Days* after the effective date of termination, the *Architect* shall, in addition to any other obligations under this *Contract* or at law provide the *Client* with a report detailing the current state of the provision of *Services* under this *Contract* by the *Architect* as of the effective date of termination and any other information pertinent to the provision of the *Services* and performance of this *Contract*.
- 11.12 The *Architect* shall be entitled to be compensated for the *Services* requested and performed pursuant to GC11.11 as an *Extra Service* if the *Contract* is terminated by the *Client* pursuant to GC11.3 or by the *Architect* pursuant to GC11.2, GC11.4, or GC11.7.

GC12 PAYMENTS TO THE ARCHITECT

- 12.1 The *Architect* shall review and approve all invoices submitted by the *Consultants* engaged by the *Architect* prior to including such amounts appropriate to the progress of the *Services* in any application for payment.
- 12.2 A *Proper Invoice* submitted by the *Architect* under this *Contract* is due and payable as described in Article A24. Payments for the *Architect's Services* shall be made on account for *Proper Invoices* as described in Articles A17 and A18 of this *Contract* and, where applicable, shall be in proportion to *Services* performed within each phase of the *Services* as identified in Article A19.
- 12.3 The *Client* shall pay the *Architect* for all *Reimbursable Expenses* plus an administrative charge as identified in Article A20. *Reimbursable Expenses* shall be included in the *Architect's Proper Invoices*, with supporting invoices, receipts, or other documentation where applicable.
- 12.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, *Consultants* retained by the *Client*, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 12.5 Any *Dispute* related to a *Proper Invoice* or other matter involving fees or payment under this *Contract* shall be resolved in accordance with the *Lien Legislation* or GC16. Any amount determined or resolved in favour of the *Architect* shall be paid within 28 days of the determination or resolution or such shorter period as may be provided by the *Lien Legislation*.
- 12.6 Variance from the *Construction Cost Budget* established under this *Contract* shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 12.7 When a percentage-based fee is used as the method for determining the *Architect's* fee, the applicable portion of the fee for each phase of the *Architect's Services* shall be calculated based on Article A19 of this *Contract*.
- 12.8 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed, the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 12.9 If and to the extent that the *Contract* time initially established in this *Contract* is exceeded or extended through no fault of the *Architect*, then fees for the *Extra Services* required for such extended period shall be adjusted and computed as set forth in Article A18 of this *Contract* or as otherwise mutually agreed with the *Client* in writing.
- 12.10 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and *Reimbursable Expenses* due under the *Contract*, *Value-Added Taxes* that are, or become, payable as required by legislation.
- 12.11 The *Client* shall make payment of accrued holdback plus *Value-Added Taxes* in accordance with the *Lien Legislation*, including upon completion of a design phase as specified in Article A26, provided that all liens that may be claimed against such holdback have expired or been satisfied, discharged, or otherwise provided for under the *Lien Legislation*.

GC13 FORCE MAJEURE

- 13.1 Except with respect to payment obligations under the *Contract*, neither party shall be liable to the other for delay or failure to perform its obligations under the *Contract* where such delay or failure is caused by a *Force Majeure Event*.

- 13.2 Where a party is affected by a *Force Majeure Event*, such party shall
- .1 immediately give the other party *Notice in Writing* of such *Force Majeure Event*, including a description of the *Force Majeure Event* and the anticipated duration of any delay or non-performance alleged to be caused by such *Force Majeure Event*;
 - .2 promptly take appropriate action to correct or cure the *Force Majeure Event* to the extent reasonably possible;
 - .3 exercise all commercially reasonable efforts to mitigate or limit loss or damages to the other party as a result of such *Force Majeure Event*; and
 - .4 continue to perform any and all obligations under the *Contract* that are not impacted by the *Force Majeure Event*.
- 13.3 If a *Force Majeure Event* continues for a period of more than 20 *Working Days*, without limiting any other rights or remedies available under this *Contract*, at law or in equity, either party may terminate the *Contract* by giving seven days' *Notice in Writing* of termination to the other party.

GC14 LIENS

- 14.1 In the event that a written notice of lien has been received by the *Client* or a construction lien is preserved against the *Project*, the *Work* or the *Place of the Work* by, a *Consultant* engaged by the *Architect* or other person for whom the *Architect* is responsible in law, and provided the *Client* has paid all amounts due and owing to the *Architect* under the *Contract*, the *Architect* shall, at its own expense:
- .1 within 10 *Working Days* of a written demand by the *Client*, take steps to vacate, discharge, or release the claim for lien by the posting of security into court or otherwise or otherwise; and
 - .2 in the case of written notices of lien, within 10 *Working Days*, take steps to have such notices withdrawn or vacated.
- 14.2 Should the *Architect* fail to comply with its obligations under GC14.1, the *Client* may take any measures the *Client* reasonably deems necessary to vacate or discharge the lien and defend the lien proceeding and the *Architect* shall be liable for all reasonable costs incurred by the *Client* in doing so.
- 14.3 The obligations of the *Architect* pursuant to GC14.1 and GC14.2 shall not apply to a lien arising as a result of the *Client's* failure to make timely payment on *Proper Invoices* rendered to the *Client* by the *Architect*, or in respect of amounts determined or resolved in accordance with the *Lien Legislation* or GC16, or the giving of instructions by the *Client* to a *Consultant* engaged by the *Architect* to perform extra work or services without the knowledge or agreement of the *Architect*.

GC15 RIGHT TO AUDIT

- 15.1 The *Architect* shall maintain and keep complete, true, and correct financial records relating to this *Contract*, together with supporting or underlying documents and materials. The *Architect* will retain these records for a period which is the greatest of:
- .1 six years following the completion, expiry or termination of this *Contract*, including any and all renewals thereof; or
 - .2 such period that any such records are required to be retained under any applicable laws and regulations; and
 - .3 in the case of any matter that is the subject of *Dispute* under the *Contract*, the date on which a final resolution of the *Dispute* is achieved.

- 15.2 No provision of this *Contract* will be construed so as to give the *Client* any control whatsoever over the *Architect's* records. During the term of this *Contract* and until the expiry of the retention period established in GC15.1, the *Client* or any authorized representative of the *Client* will be entitled, upon at least five *Working Days* prior *Notice in Writing* to *Architect*, to review or audit during the *Architect's* normal business hours any of those records pertaining to *Reimbursable Expenses* and *Services* charged on an hourly or per diem basis. Nothing herein shall give the *Client* the right to audit records pertaining to *Services* provided for a fixed fee, or the right to remove the records from the *Architect's* possession. The *Client* may request copies to be made of the records at its own expense.
- 15.3 The *Architect* shall require commensurate audit rights in favour of the *Client* from the *Architect's* *Consultants*, and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the *Architect* and its *Consultants* to the extent such subcontracts or agreements relate to fulfillment of the *Architect's* obligations to the *Client* under this *Contract* and are in respect of *Services* provided on an hourly or per diem basis and of *Reimbursable Expenses*.

GC16 DISPUTE RESOLUTION

- 16.1 *Disputes* shall be settled in accordance with this GC16.
- 16.2 If the *Architect* or the *Client* becomes aware of a *Dispute*, including any disagreement related to payment, that party shall give timely *Notice in Writing* of the *Dispute* to the other party. The *Architect* and the *Client* shall make all reasonable efforts to resolve *Disputes* by amicable negotiations and shall provide, on a without-prejudice basis, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. *Disputes* may also be referred by either party to *Adjudication* in accordance with the *Lien Legislation*.
- 16.3 If the *Architect* and the *Client* so agree, the *Dispute* shall be submitted to mediation.
- 16.4 If the *Dispute* is not resolved through mediation, the parties are free to pursue whatever means of dispute resolution is available to them through the courts of the applicable jurisdiction.
- 16.5 Subject to mutual agreement, the parties to the *Dispute* may choose to refer the *Dispute* or any issues that are part of the *Dispute* to arbitration for final resolution.
- 16.6 The *Client* agrees that, should a construction *Contract* include a provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, such construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to give the *Architect* *Notice in Writing* of any agreement to arbitrate a dispute between the *Client* and contractor in which the *Architect* has a vested or contingent financial interest in the outcome thereof and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the *Notice in Writing* in GC16.6.1 above, the *Architect* shall have the option to participate in the arbitration as a party; and
 - .3 provide that, in the event that GC16.6.1 and GC16.6.2 above are not complied with, the *Client* and the contractor agree any decision or award arising from such arbitration is not admissible in any dispute resolution proceeding involving the *Architect* and shall otherwise not be used in any way to support or further any claim against the *Architect*.
- 16.7 In accordance with the *Lien Legislation*, any set-off or deduction by the *Client* may only be in respect of outstanding debts, claims, or damages in relation to this *Project*. Nothing in this GC16 may be interpreted in any way to be an admission by the *Architect* of its fault or non-entitlement to payment, or acceptance of the *Client's* set-off or deduction, and the *Architect* has the right to dispute any such set-off or deduction in accordance with this GC16.
- 16.8 Without limiting the *Architect's* right to suspend the *Services* under GC10 or *Lien Legislation*, the *Client* and the *Architect* agree to continue performing their respective obligations under this *Contract* while a *Dispute* is being resolved pursuant to this GC16.

GC17 MISCELLANEOUS CONDITIONS

- 17.1 Any notices, approvals, or agreements required under this Contract must be in writing. Such documents may be delivered by hand, registered mail, or email with proof of delivery. Use of social media apps or other messaging applications is not acceptable for the delivery of such documents.
- 17.2 The addresses for official notice shall be as stated in Article A32. *Notices in Writing* between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, a member of the firm, or an officer of the corporation for whom they are intended, by hand or by registered post. If sent by regular post, *Notices in Writing* are considered to have been delivered five *Working Days* from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided if such day is not a *Working Day* or if it is received after the end of normal business hours at the place of receipt on the date of its transmission, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 17.3 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable, and reasonably visible part of the building, provided that the *Architect* obtains the *Client's* approval of the format and location of any such sign, which approval shall not be unreasonably withheld.
- 17.4 The *Architect* shall be entitled to include as part of the *Contract Documents* a provision to erect for the duration of the construction phase a temporary sign at the *Place of the Work* identifying the *Architect* and the *Architect's Consultants*, provided that any such sign complies with all applicable laws and the *Architect* obtains the *Client's* approval of the format, any graphic rendering of the *Project*, and the location of any such sign, which approval shall not be unreasonably withheld.
- 17.5 The *Architect* shall be an independent contractor in performing the Services and its obligations under the *Contract*. This *Contract* does not create any agency, partnership, joint venture, fiduciary, or other relationship of the *Architect* with the *Client* other than the relationship of independent contractor. Nothing contained in this *Contract* shall create any employment or contractual relationship between the *Client* and any of the *Architect's Consultants* or between the *Architect* and any of the *Client's Consultants*.
- 17.6 If any provision of this *Contract* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this *Contract* and the other provisions of the *Contract* shall remain in full force and effect to the greatest extent possible.
- 17.7 This *Contract* shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to or arising out of this *Contract*.
- 17.8 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this *Contract* and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this *Contract*. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this *Contract* without the written consent of the other, which consent shall not be unreasonably withheld.
- 17.9 Unless otherwise expressly stated, any reference in this *Contract* to a day, or to a calculation of days other than a *Working Day*, shall refer to a calendar day.
- 17.10 This *Contract* will become effective on the *Effective Date*.
- 17.11 All representations, indemnities, obligations of confidentiality, and other obligations under this *Contract* that by their nature are intended to survive termination shall so survive termination or expiration of this *Contract*, including GC01.1.7, GC01.1.8, GC08, GC09, GC14, GC15, GC16, and GC17.11.

GC18 OTHER TERMS OF CONTRACT:

- ~~18.1 The *Client* and the *Architect* agree to the *N/A* per terms as set out in the attached Schedule 5.~~

Date: February 5, 2025

Name: Mayor Debbi Grills
The United Townships of Head, Clara & Maria

Phone: 613-586-2526
E-mail: d.grills@headclaramaria.ca

Re: Proposal for barrier free upgrades to 15 Township Hall Road; Stonecliffe, Ontario

Dear Mrs. Grills,

Thank you for considering my firm to partner with you on your barrier free upgrade project. We would be delighted to work with you on this project. The following is a brief proposal outlining some details of the project and my proposed working relationship. Please feel free to contact me to discuss any items of concern or interest at any time.

I look forward to working with you.

Sincerely,

Maria Beauchemin

A handwritten signature in black ink, appearing to read 'M Beauchemin', with a stylized, cursive script.

Principal Architect
maria@mkbarchitect.com

Scope

Develop/ design

Deliverables (Apply to Architectural Portions Only)

Phase 1: Detailed Site Investigation

- Measure site
- Take photos of existing conditions
- Prepare As-Found drawings

Phase 2: Schematic Design/Design Development

- Preliminary Drawings
- Propose detailed itemized list/drawing showing all upgrades to each area.
- Coordination with Engineering Team
- Design meetings every 4 weeks.- Or as proposed by design team

Phase 3: Permit Drawings

- Detailed Code Review- will be minor for this project
- Create detailed drawings for permit submission. Phased if required.
- Specifications
- Coordination with Engineering Team
- Finalize permit package and assist with any permit forms as required.

Phase 4: Construction Administration

- Periodic construction site reviews and reports.
- Review shop drawings.
- Provide Record Drawings

*Notes on client revisions:

- Prior to your review the drawings will be explained and discussed with you in person or by video call.
- After the meeting you will be provided with a digital set of drawings to review.
- You are not limited to the number of changes per round, however, all comments/changes must be submitted as a single package. Any change requests received after the drawings have been updated are considered additional and may be subject to additional fees.
- As the drawings progress further and further into the design process the smaller and smaller the comments should become. Drastic changes at the end of the design process could be subject to additional fees. Such changes would be discussed and agreed upon prior to commencing the work.

Schedule

The proposed preliminary schedule:

(Schedule starts when contract is signed and the retainer is received)

Site Measure and retainer paid	Once contract is signed
Schematic Design/Design Development	Spring-Summer 2025
Permit Drawings	Spring-Summer 2025
Construction Start	Summer 2025
Ready for Takeover	September 2025

* Project completion times vary based on the client’s ability to deliver prompt feedback and any other necessary information. This includes access to the site.*

Architectural Fees

Client Services administration fee** (See note in Terms and Conditions below)	\$	500.00
Phase 1: Site Measure and Create As-Founds	\$	7,440.00
Phase 2: Schematic Design	\$	3,120.00
Phase 3: Permit Drawings	\$	4,120.00
Phase 4: Construction Administration 2 visits @ \$500/visit	\$	1,000.00
SUBTOTAL	\$	16,180.00 + HST

Change Contingency- billable by the hour to an upset limit as per the hourly rates noted in section ‘Hourly Rates’ below. This is for revision adjustments or changes beyond our standard services as outlined above. Please note that it is important to make firm decisions during the design phase. Changes during tender and construction are more likely to result in additional hourly charges because revisions later in the process—when drawings are more detailed—take much longer to implement.

Engineering Fees

Mechanical Engineering Consultant (JP2G)	\$ 6,000.00 + HST
Electrical Engineering Consultant (JP2G)	\$ 6,700.00 + HST

Exclusions: The following are not included in the services above:

- Survey
- Interior Decorating and Landscape design Services
- Development Charges, Cash in Lieu of Parkland
- Permit Fees
- Utility connection fees
- Printing and Courier costs
- All applicable associated taxes

Hourly Rates

Where fees are based on hourly to an upset limit the compensation and invoicing for each phase of services shall be based on the following rates.

Architect	\$	165.00/hour
Senior Tech.	\$	120.00/hour
Junior Tech.	\$	90.00/hour
Admin. Assistant	\$	90.00/hour

Retainer and Invoicing

Should this proposal be accepted, we kindly request a retainer of \$2,000.00 (to be credited to your account on the final invoice) prior to commencing our work. We will gladly prepare a standard Client Agreement for your review and signature.

Kindly note that invoices will be issued for the full amount of each phase, with payment respectfully due 15 days after the invoice is issued.

Final drawing packages for projects that do not required *general review* during construction, such as single family residences (refer to Appendix A for table 2.3.1.1 of the OBC) will not be issued with an architect’s seal until the final invoice has been paid.

Should the project be delayed or the agreement is terminated after project commencement, you are only obligated to pay for work completed or underway up to that point.

Terms and Conditions

Kindly note that:

- Should our assumptions or conclusions listed above not accurately state your requirements, or, should this proposal not be addressed within 60 days, we respectfully reserve the right to withdraw or renegotiate this proposal;
- We cannot, by law, apply revisions to any drawings that might exist of the current site or building for further use on this project, unless written permission is granted;
- Invoices are issued based on the respective project phase for the total phase amount noted above.
- HST is extra;
- Disbursements for in-house printing, and third-party plotting/printing, courier, travel, related construction costs, etc. will be billed to the project with a modest mark-up (20%) to cover our costs;
- MKB Architect Inc. can provide large format printing services starting at \$3 per sheet + HST.

Invoice #: INV250201

Date: March 5, 2025

Name: The United Townships of Head, Clara & Maria
Contact: Mayor Debbi Grills
Phone: 613-586-2526
E-mail: d.grills@headclaramaria.ca

Project Name: Barrier-free upgrades and other safety improvements to municipal building
Address: 15 Township Hall Road; Stonecliffe, Ontario
Our project #:
HST#: 761872001RT0001
Billing Period: n/a

Fees:		
Date	Description	Fee
Mar 5, 2025	Retainer	\$ 2,000.00
Tax @ 13.00%	n/a	\$ 00.00

Invoice Total:

\$ 2,000.00

Payments can be made by e-transfer to maria@mkbarchitect.com or by cheque made out to M. Beauchemin Architect Inc.
We kindly ask that you pay within 15 days of the date noted on this invoice. Note: Final drawings are not issued until all invoices have been paid.



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD CLARA AND MARIA

BYLAW NUMBER 2025-07

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the United Townships of Head, Clara and Maria ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions are more expedient than adopting Bylaws for each decision.

Decision

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

Direction

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

1. The Confirmatory Period of this By-Law shall be for the Special Council meeting of March 5, 2025.
2. All By-Laws passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2025-021 this 5th Day of March 2025.

Mayor

Clerk