



ASSOCIATION OF CONSULTING
ENGINEERING COMPANIES | CANADA

ASSOCIATION OF CONSULTING ENGINEERING COMPANIES-CANADA

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ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER

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Users are advised to first consult with legal counsel prior to agreeing to any changes to the agreement outlined in this document.

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Revised 1991
Addendum 1996
Revised 2009
Revised 2010

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ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER

dated as of the _____ day of _____, 20__ .

by and between:

hereinafter called the “*Client*” *(Insert legal name and address)*

and:

hereinafter called the “*Engineer*”. *(Insert legal name and address)*

AGREEMENT

The *Client* and *Engineer* agree as follows:

A-1 THE SERVICES

1.1 The *Engineer* will provide *Services* in connection with the following *Project*:

(Insert a short description of the Project)

The location of the *Project* (the “*Place of the Work*”) is as follows:

(Insert the address, location or legal description of the site of the Work)

1.2 The *Engineer* will provide *Services* for the *Project* in accordance with Schedule A – ENGINEER’S SCOPE OF SERVICES.

1.3 Any change to the *Services* listed in Schedule A – ENGINEER’S SCOPE OF SERVICES will be made by written order signed by both parties identifying the change plus adjustments, if any, to the *Engineer’s Fees* and *Reimbursable Expenses* and time for completion of the *Services*.

A-2 AGREEMENT AND AMENDMENTS

- 2.1 This *Engineering Agreement* constitutes the entire agreement between the *Client* and the *Engineer* relating to the *Project*, and supersedes all prior agreements between them, whether written or oral, respecting the *Services*. No other terms, conditions or warranties, whether express or implied, form a part of this *Engineering Agreement*.
- 2.2 This *Engineering Agreement* may be amended only by a written document signed by both the *Client* and the *Engineer*.

A-3 ENGINEERING AGREEMENT DOCUMENTS

The following sections and documents form part of and are incorporated into the *Engineering Agreement*:

In this *Engineering Agreement*:

- Agreement
- Definitions
- General Conditions
- Schedule A - ENGINEER'S SCOPE OF SERVICES
- Schedule B - FEES AND REIMBURSABLE EXPENSES

Other documents:

*

**(Insert here, attaching additional pages if required, a list of all other sections and documents, including any supplementary conditions, other schedules and lists that are to be incorporated into the Engineering Agreement.)*

A-4 FEES AND REIMBURSABLE EXPENSES

- 4.1 The *Fees* for the *Services* of the *Engineer* are set forth in Schedule B – FEES AND REIMBURSABLE EXPENSES.
- 4.2 *Reimbursable Expenses* are the costs and charges identified in Schedule B – FEES AND REIMBURSABLE EXPENSES that are incurred by the *Engineer* in performing the *Services*.

A-5 PAYMENT

- 5.1 The *Client* will pay to the *Engineer* the *Fees* and *Reimbursable Expenses* set out in this *Engineering Agreement*.
- 5.2 The *Engineer* will issue monthly invoices for *Fees* and *Reimbursable Expenses*, together with applicable *Value Added Taxes*.
- 5.3 The *Engineer's* invoices are due when presented. Invoices unpaid by the *Client* 30 days after presentation will bear interest of _____ % per annum calculated monthly.

A-6 NOTICES

- 6.1 A *Notice* will be addressed to the recipient at the address set out below. The delivery of a *Notice* will be by personal delivery, receipted courier delivery or by facsimile. A *Notice* delivered by one party in accordance with this *Engineering Agreement* will be deemed to have been received by the other party on the first *Working Day* after actual delivery. An address for a party may be changed by *Notice* to the other party setting out the new address in accordance with this Article.
- 6.2 Although the parties may use electronic communications for the purposes of general communication, e-mail will not be used for delivery of a *Notice*.
- 6.3 The addresses for the parties are as follows:

*Client**

*(name of Client)**

(address)

(facsimile number)

*Engineer**

*(name of Engineer)**

(address)

(facsimile number)

**(If it is intended that a specific individual or officer must receive the Notice, indicate that individual's name and/or office.)*

A-7 LANGUAGE OF THE CONTRACT

- 7.1 *(For use in the Province of Quebec.)* The parties confirm their wish that this *Engineering Agreement* as well as any other related documents including future amendments, *Notices* and correspondence be drawn in English. Parts of the *Engineering Agreement* may be included as available in English or in French or both, according to the language or languages in which they originally were drawn.

Les parties confirment leur volonté que cette convention de même que tous les documents s'y rattachant, y compris tous amendements, avis et correspondance futures, soient rédigés en anglais. Des portions de la Convention d'ingénierie sont incluses telles que disponibles, soit en français ou en anglais ou les deux, selon la langue ou les langues dans lesquelles la portion pertinente de la Convention d'ingénierie aura été rédigée à l'origine.

A-8 SUCCESSION

- 8.1 This *Engineering Agreement* will inure to the benefit of and be binding upon the parties, and upon their executors, administrators, successors and permitted assigns.

(Signatures next follow)

IN WITNESS WHEREOF the parties hereto have executed this *Engineering Agreement* as of the day and year first above written.

CLIENT

WITNESS

(only required where the Client is an individual)

name of Client

signature

name and title of person signing

signature

name and title of person signing

ENGINEER

WITNESS

(only required where the Engineer is an individual)

name of Engineer

signature

name and title of person signing

signature

name and title of person signing

signature

name and title of person signing

signature

name and title of person signing

signature

name and title of person signing

signature

name and title of person signing

Where legal jurisdiction, local practice, or Client or Engineer requirements calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Engineering Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Engineering Agreement should be properly sealed.*

DEFINITIONS

1. Construction Contract

Construction Contract means the contract between the *Client* and the *Contractor* for the performance of the *Work* by the *Contractor*.

2. Construction Administration Services

Construction Administration Services means those services, if any, which relate to the administration of the *Construction Contract* and which are identified as such in Schedule A – ENGINEER’S SCOPE OF SERVICES and which form part of the *Services*.

3. Construction Contract Documents

Construction Contract Documents means all documents relating to the *Work* issued by or through the *Engineer* that are incorporated into the *Construction Contract* and all variations and modifications issued by or approved by the *Engineer*.

4. Construction Contract Time

Construction Contract Time means the period from the *Notice* to proceed with the *Work* issued to the *Contractor* to the completion date of the *Work* in accordance with the *Construction Contract*.

5. Construction Cost

Construction Cost means the total cost to the *Client* of the *Work*, and includes:

- (a) all materials, equipment, labour, *Value Added Taxes*, *Contractor’s* overhead and profit provided in accordance with the *Construction Contract Documents*;
- (b) the cost of all installations for the *Project* carried out by parties other than the *Contractor*;
- (c) the cost of all *Work* carried out under the *Construction Contract*;
- (d) refunds or sales tax exemptions on any materials or equipment, or both;
- (e) the cost of *Work* carried out by direct labour or direct purchase of materials or equipment by the *Client* at prevailing prices;
- (f) the value of new or old materials provided by the *Client*;
- (g) the value of all deletions made by the *Client* from the *Work* after the *Engineer* has completed a design for the deleted items as a part of the *Work*; and
- (h) the value of any monetary damages or set offs retained by the *Client* from the *Contractor* with respect to the *Work*;

but does not include:

- (i) *Fees and Reimbursable Expenses* of the *Engineer*;
- (j) the fees and reimbursable expenses of *Consultant of the Client*;

- (k) the salary of the *Client's* representative or other salary and administrative costs of the *Client*;
- (l) the cost of land and any related rights or easements; or
- (m) the costs of items, such as equipment, furniture or fixtures, that do not form a part of the *Construction Contract*.

6. Consultant or Consultant of the Client

Consultant or *Consultant of the Client* means a registered or licensed professional engineer, architect, or other specialist engaged directly by the *Client* other than the *Engineer* or *Sub-Consultants of the Engineer*.

7. Contractor

Contractor means a person or entity contracting with the *Client* to perform some or all of the *Work*.

8. Coordinate or Coordination

Coordinate or *Coordination*, when referring to the *Services* of the *Engineer*, means the management and supervision of communications between the *Engineer* and a *Sub-Consultant* or a *Consultant of the Client*.

9. Engineering Agreement or Agreement

Engineering Agreement or *Agreement* means this agreement between the *Client* and the *Engineer*, including all of the documents identified in Article A-3 ENGINEERING AGREEMENT DOCUMENTS and any amendments thereto.

10. Engineering Documents

Engineering Documents means drawings, plans, models, designs, specifications, reports, photographs, computer software if proprietary to the *Engineer*, surveys, calculations and other data, including computer print outs, contained in the *Construction Contract Documents* or which are otherwise used in connection with the *Project*, and which were prepared by or on behalf of the *Engineer* and are instruments of service for the execution of the *Work*.

11. Fees

Fees means those fees that are identified in Schedule B – FEES AND REIMBURSABLE EXPENSES and which are payable by the *Client* to the *Engineer*.

12. Hazardous Substances

Hazardous Substances means any toxic or hazardous solid, liquid, gaseous, thermal, or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, and hazardous and special materials and wastes whether or not defined as such in any federal, provincial, territorial, or municipal laws, statutes, or regulations.

13. Notice

Notice means a written communication between the parties that is delivered in accordance with the provisions of Article A-6 – RECEIPT OF AND ADDRESSES FOR NOTICES. Use of the verb “**to notify**” means to send a *Notice* in the above manner.

14. Place of the Work

Place of the Work means the designated site or location of the *Work* identified in this *Engineering Agreement*.

15. Project

Project means the total endeavour contemplated in this *Engineering Agreement* of which the *Services* and the *Work* may be the whole or a part.

16. Project Budget

Project Budget means the estimated cost of the *Work*, including the *Services* and other professional services, but excluding expenses relating to site acquisition, promotion and marketing.

17. Reimbursable Expenses

Reimbursable Expenses means those expenses that are identified in Schedule B – FEES AND REIMBURSABLE EXPENSES and which are payable by the *Client* to the *Engineer*.

18. Services

Services means those services that are identified in Schedule A – ENGINEER'S SCOPE OF SERVICES.

19. Shop Drawings

Shop Drawings means drawings, diagrams, illustrations, schedules, performance charts, technical brochures, and other data that are to be provided by the *Contractor* or by others to illustrate details of a portion of the *Work*.

20. Sub-Consultant or Sub-Consultant of the Engineer

Sub-Consultant or *Sub-Consultant of the Engineer* means any registered or licensed professional engineer, architect, or other specialist engaged by the *Engineer* to perform a discreet scope of services in connection with the *Project*, but does not include employees of the *Engineer* or consultants working under a personal services agreement with the *Engineer*.

21. Substantial Performance of the Work

Substantial Performance of the Work means, where defined in the lien legislation applicable to the *Place of the Work*, the meaning given to that term in the lien legislation. If such legislation is not in force or does not contain such definition or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* will have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Engineer* or by the certifier, if any, appointed under the *Construction Contract*, as the case may be.

22. Suspension Expenses

Suspension Expenses means expenses incurred by the *Engineer*, including demobilization and remobilization expenses, which are directly attributable to suspension of the *Services* by the *Client*.

23. Termination Expenses

Termination Expenses means expenses incurred by the *Engineer* which are directly attributable to termination of the *Services* and include the *Engineer's* expenses reasonably and necessarily incurred in winding down the *Services*.

24. Value Added Taxes

Value Added Taxes means such sum as levied upon the *Fee*, *Reimbursable Expenses* and the *Work* by a Federal, Provincial or Territorial Government and is computed as a percentage of the same and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the payment or collection of which is imposed by legislation.

25. Work

Work means the total construction and related services required by the *Construction Contract*.

26. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*. Reference to a day, other than a *Working Day*, indicates a calendar day.

GENERAL CONDITIONS

PART 1 AGREEMENT DOCUMENTS

GC 1.1 If there is a conflict within the *Engineering Agreement*, the order of priority of the documents which make up the *Engineering Agreement*, from highest to lowest, will be:

- (a) Agreement;
- (b) Definitions;
- (c) Any supplementary conditions to the General Conditions;
- (d) General Conditions;
- (e) Schedule A – ENGINEER’S SCOPE OF SERVICES;
- (f) Schedule B – FEES AND REIMBURSABLE EXPENSES;
- (g) Other schedules to the *Engineering Agreement*.

GC 1.2 The documents which make up the *Engineering Agreement* are complementary, and what is required by any one will be as binding as if required by all.

GC 1.3 Words and abbreviations with well known technical or trade meanings are used in the *Engineering Agreement Documents* in accordance with such recognized meanings.

GC 1.4 References in the *Engineering Agreement Documents* to the singular will be considered to include the plural as the context requires.

GC 1.5 References in the *Engineering Agreement Documents* to regulations and codes are considered to be references to the latest published version as of the signature date of the *Engineering Agreement*, unless otherwise indicated.

PART 2 LAW OF THE CONTRACT

GC 2.1 The law of the *Place of the Work* will govern the interpretation of the *Engineering Agreement*.

GC 2.2 The *Client* acknowledges receipt of sufficient information from the *Engineer*, including information concerning the *Fees* and *Services* of the *Engineer*, so as to allow the *Client* to assess the nature, extent and cost of the *Services* of the *Engineer* and the obligations which the *Client* assumes under this *Engineering Agreement*.

PART 3 RIGHTS AND REMEDIES

GC 3.1 Except as expressly provided in the *Engineering Agreement Documents*, the duties and obligations imposed by the *Engineering Agreement Documents* and the rights and remedies

available thereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC 3.2 No action or failure to act by the *Client* or *Engineer* will constitute a waiver of a right or duty afforded or imposed under this *Engineering Agreement*, except as may be specifically specified in writing.

PART 4 ASSIGNMENT

GC 4.1 Neither party may assign this *Engineering Agreement* in whole or part without the written consent of the other, which consent will not be unreasonably withheld.

PART 5 ENGINEER'S RESPONSIBILITIES

GC 5.1 The *Engineer* is bound by the legislation governing the *Engineer's* profession. Nothing in this *Engineering Agreement* requires the *Engineer* to derogate from obligations prescribed by law that are binding upon the *Engineer*.

GC 5.2 The *Engineer* will provide the *Services* in accordance with this *Engineering Agreement* and with the degree of care, skill, and diligence normally provided by engineers in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Engineering Agreement*.

GC 5.3 The *Engineer* will maintain records of *Reimbursable Expenses* and time records for *Services* performed for which the *Fee* is computed on an hourly basis. These records will be maintained to acceptable accounting standards and made available to the *Client* at mutually convenient times during the term of this *Engineering Agreement* and for a period not exceeding one year following completion of the *Services*.

GC 5.4 The *Engineer* will:

- (a) not be responsible for the performance by the *Contractor*, subcontractors, suppliers or any other contractors of the *Work* or for the failure of any of them to carry out the *Work* in accordance with the *Construction Contract*;
- (b) not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the *Contractor*, subcontractors, suppliers, or any other contractors;
- (c) not be responsible for acts or omissions of the *Consultant of the Client*, or the *Contractor*, subcontractors, suppliers, or any other contractor;
- (d) not be responsible for safety precautions and programs required in connection with the *Work* or for general site safety at the *Place of the Work* under applicable health and construction safety legislation at the *Place of the Work*;
- (e) not be responsible for the advice of any independent expert engaged either by the *Client* or the *Contractor*, whether or not recommended by the *Engineer*; and
- (f) not be responsible to make exhaustive or continuous on-site reviews.

GC 5.5 The *Engineer* may engage *Sub-Consultants* to enable the *Engineer* to provide the *Services*. Should the *Client* reasonably object to a *Sub-Consultant* engaged by the *Engineer*, the *Client* may request the *Engineer* to replace the *Sub-Consultant*. In this event, the *Client* will pay all costs resulting from termination and replacement of that *Sub-Consultant* and the parties will adjust the *Fees* and time for completion of the *Services* to take into account the termination and replacement.

GC 5.6 The *Engineer* will *coordinate* the activities of its *Sub-Consultants*.

GC 5.7 The *Engineer* has discretion, where the *Client* provides equipment or materials for the *Project*, to request the *Client* to arrange that items to be used or installed in the *Work* first be tested or verified before being used for the purposes intended by the *Client* or be validated by an appropriate certificate of compliance.

Upon receipt of the requested test or verification reports or certificate of compliance, the *Engineer* will *notify* the *Client* of the *Engineer's* acceptance or refusal of equipment or materials concerned, with or without such reservations as the *Engineer* considers to be appropriate. If the *Client* insists upon using an item to which the *Engineer* has objected or expressed reservations in writing or if the *Client* declines to arrange to test, verify or certify an item as requested by the *Engineer*, the *Client* will be considered to have waived any recourse against the *Engineer* resulting from the use of such item or from a defect or inadequacy in such item.

GC 5.8 The *Engineer* is entitled to rely upon the accuracy and completeness of information and data furnished by the *Client*, including information and data originating from a *Consultant of the Client*, whether such *Consultant* is engaged at the request of the *Engineer*, the *Client* or otherwise.

GC 5.9 The *Engineer* is entitled to rely upon the accuracy and completeness of records, information, data and specifications furnished by:

- (a) government authorities and public utilities; and
- (b) by manufacturers and suppliers of equipment, material or supplies.

Should such records, information, data, and specifications prove to be erroneous or inaccurate, the *Engineer* is entitled to make the necessary changes to the *Engineering Documents* at the expense of the *Client*.

GC 5.10 The *Engineer* is not responsible for manufacturing defects in equipment, material or supplies specified or recommended by the *Engineer*.

GC 5.11 The *Engineer* will not accept a commission or other compensation from a manufacturer, supplier or contractor involved in the *Project*. The *Engineer* will have no financial interest in the materials or equipment specified or recommended by the *Engineer* as part of the *Services*. However, ownership of less than 1% of the securities issued by a company whose securities are traded on a recognized securities exchange will not be deemed to constitute a financial interest.

GC 5.12 Where the *Engineer* does not provide *Construction Administration Services* under this *Engineering Agreement* but the *Client* nevertheless requests the *Engineer* to attend at the

Place of the Work for any reason, the *Engineer* will not incur any liability to the *Client* for having attended at the *Place of the Work* unless the *Client* makes a specific request to the *Engineer* in writing stating why the *Client* has requested the *Engineer's* attendance and the *Engineer* has agreed to attend for that sole purpose. In such event, the only responsibility of the *Engineer* will be to respond to the *Client's* specific request provided such request falls within the mandate and competence of the *Engineer*.

PART 6 CLIENT'S RESPONSIBILITIES

- GC 6.1 The *Client* will promptly fulfill all of the *Client's* responsibilities so as not to impede the *Engineer's* orderly performance of the *Services*.
- GC 6.2 The *Client* will fully advise the *Engineer* in writing of the *Client's* requirements in connection with the *Project*, including the *Project Budget* and time constraints of the *Client*.
- GC 6.3 The *Client*, when so *notified* by the *Engineer*, will make available to the *Engineer* all information or data pertinent to the *Project* which is required by the *Engineer* to perform the *Services*.
- GC 6.4 The *Client*, when so *notified* by the *Engineer*, will directly engage the services of a specialist to provide information or to perform ancillary services that are necessary to enable the *Engineer* to carry out the *Services*. Ancillary services may include, but are not limited to, topographic surveys and mapping of the *Place of the Work*, site services reports, technical investigations, geotechnical reports, quantity surveys and testing services. The parties will jointly agree on the selection of any such specialist.
- GC 6.5 Should the *Client* not provide the information required by the *Engineer* to perform the *Services* as mentioned in GC 6.3 or not accept the request of the *Engineer* to engage a specialist as mentioned in GC 6.4, the *Engineer* will be entitled at the *Engineer's* option and upon a further *Notice* to the *Client* either to terminate this *Engineering Agreement* or to be relieved of any responsibility for the consequences of the *Client's* decision not to provide the information or to engage a specialist as requested by the *Engineer*.
- GC 6.6 The *Client* will ensure that *Consultants of the Client* have adequate professional liability insurance, commensurate with the services they will provide for the *Project* and the *Work*.
- GC 6.7 Should the *Engineer* be required to act as the agent of the *Client* in order to perform some of the *Services*, the *Client* will authorize the *Engineer* in writing to act as the *Client's* agent for such purposes as may be necessary. Where the *Engineer* acts as the *Client's* agent pursuant to a written authorization, the *Client* is responsible for the authorized actions of the *Engineer* as agent of the *Client*. The *Client* will indemnify the *Engineer* for damages and expenses incurred by the *Engineer*, including reasonable legal fees, when acting as agent of the *Client*.
- GC 6.8 The *Client* will promptly consider requests by the *Engineer* for directions or decisions and diligently inform the *Engineer* of the *Client's* direction or decision within a reasonable time so as not to delay the *Services*.
- GC 6.9 The *Client* will pay the *Engineer* as provided in this *Engineering Agreement*.

- GC 6.10 The *Client*, at the request of the *Engineer*, will furnish reasonable evidence to the *Engineer* that financial arrangements have been made to fulfill the *Client*'s payment obligations under this *Engineering Agreement* before signing the *Engineering Agreement*, and promptly from time to time thereafter.
- GC 6.11 The *Client* will *notify* the *Engineer* of any material change in the *Client*'s financial arrangements that affect the *Client*'s ability to fulfill the *Client*'s payment obligations under this *Engineering Agreement*.
- GC 6.12 The *Client* will provide those legal, accounting, insurance, bonding and other counselling services which are necessary for the preparation of tenders or requests for proposals and the like or for the performance of other *Services* of the *Engineer*. If the *Client* is unable to provide such counselling services and requests the *Engineer* to do so, the *Client* will reimburse the *Engineer* for expenses incurred in securing any such counselling services.
- GC 6.13 The *Client* is responsible for obtaining legal advice regarding tenders, requests for a proposal or information, bids, contract awards and the like, regarding the *Project*. The *Client* is responsible for decisions relating to the issuance, validity or award of tenders, proposals or bids and for the resulting consequences, even where the *Services* require the *Engineer* to review or assist in the preparation of tenders, proposals or bids and the like or to make recommendations regarding them or regarding the qualification or selection of bidders.
- GC 6.14 The *Client* will arrange where necessary for the *Engineer*'s access to the *Place of the Work* or other required locations to enable the *Engineer* to perform the *Services*.
- GC 6.15 The *Client* will designate in writing an individual to act as the *Client*'s representative who will have authority to transmit instructions to and receive information from the *Engineer*.
- GC 6.16 The *Client* will promptly *notify* the *Engineer* whenever the *Client* or the *Client*'s representative becomes aware of any defects or deficiencies in the *Services*, the *Engineering Documents* or in the *Construction Contract Documents*.
- GC 6.17 The *Client* will obtain required approvals, licences, and permits from municipal, governmental or other authorities having jurisdiction over the *Project* so as not to delay the *Engineer* in the performance of the *Services*.
- GC 6.18 The *Client* will not enter into contracts with *Consultants of the Client* or *Contractors* that are incompatible or inconsistent with the *Services* to be provided under this *Engineering Agreement*.

PART 7 CONSTRUCTION ADMINISTRATION

- GC 7.1 This PART 7 CONSTRUCTION ADMINISTRATION applies only when and to the extent that the *Engineer* provides *Construction Administration Services* under Schedule A – ENGINEER'S SCOPE OF SERVICES.
- GC 7.2 *Construction Administration Services* provided by the *Engineer* are for the benefit of the *Client*.

- GC 7.3 The *Engineer* will have authority to act on behalf of the Client but only to the extent provided in the *Construction Administration Services*.
- GC 7.4 The *Client* may modify or extend the duties, responsibilities, and authority of the *Engineer* as set forth in the *Construction Administration Services* with the written consent of the *Engineer*.
- GC 7.5 *Notices*, instructions, requests, claims, or other communications between the *Client* and the *Contractor* and between the *Client* and any *Consultants of the Client* will be made by or through the *Engineer*, unless the *Client notifies* the *Engineer* otherwise.
- GC 7.6 The *Engineer*, in the first instance, will be the interpreter of the requirements of the *Engineering Documents* and will make findings on all claims made by either the *Client* or the *Contractor* under the *Construction Contract*, and on all matters relating to the interpretation of the *Engineering Documents*, unless otherwise provided in the *Construction Contract*.
- GC 7.7 The *Engineer*, if specified in the *Construction Administration Services* and in the contracts among the *Client* and its *Consultants*, will *coordinate* the activities of the *Consultants of the Client*.
- GC 7.8 The *Engineer* will visit the *Place of the Work* at such intervals as the *Engineer*, in the *Engineer's* judgment, considers to be appropriate relative to the progress of construction in order to enable the *Engineer* to assess whether the *Contractor* is carrying out the *Work* in general conformity with the *Engineering Documents*. Only *Work* which the *Engineer* has reviewed during the construction will be considered to have been assessed. Should the *Engineer* comment on parts of the *Work* which the *Engineer* has not reviewed, the comments of the *Engineer* must be construed as being assumptions only and must not be relied upon unless the *Client notifies* the *Engineer* to review, and the *Engineer* reviews, the parts of the *Work* in question.
- GC 7.9 The *Engineer* is not responsible for performance of the *Construction Contract*. The *Contractor* is solely responsible for the execution, quality, schedule and cost of the *Work*.
- GC 7.10 The *Engineer* is not responsible to the *Client*, the *Contractor* or any *Consultant of the Client* for the means, methods, techniques, sequences, procedures and use of equipment for the *Project*, whether or not reviewed by the *Engineer*, which are employed by the *Contractor* or by a *Consultant of the Client* in executing, designing or administering the *Work*; or for the services of a *Consultant of the Client*; or for commissioning and start-up of any facility or equipment; or for health and safety precautions and programs incidental to the *Project* or to the commissioning and start-up of any facility or equipment.
- GC 7.11 No acceptance by the *Engineer* of the *Work* or of the services of the *Consultants of the Client*, whether express or implied, will relieve the *Contractor* or the *Consultants of the Client* from their responsibility to the *Client* for the proper performance of the *Work* or their services.
- GC 7.12 Unless otherwise specifically stated within the *Engineering Documents* or included in the *Construction Administration Services*, the *Contractor's Shop Drawings* will be reviewed by the *Engineer* only for the limited purpose of checking for general conformance with information given and the design concept expressed in the *Construction Contract Documents*. The *Engineer's* review of *Shop Drawings* is not for the purpose of determining the feasibility

or constructability of the *Work* detailed within the *Shop Drawings* or the accuracy or completeness of:

- (a) details such as dimension and quantities;
- (b) instructions for installation or performance of equipment or systems;
- (c) *Contractor's* construction means, methods, techniques, sequences or procedures; or
- (d) safety precautions for those engaged in the *Work* or others at the *Place of the Work*.

GC 7.13 Where required by the *Services*, at the end of the *Project* the *Engineer* will compile and deliver to the *Client* a reproducible set of record documents showing significant changes made to the *Work*, based upon, without additional verification on the part of the *Engineer*, updated record drawings, as-built and other data provided by the *Contractor*, *Consultants of the Client*, or other parties.

PART 8 CERTIFICATIONS BY THE ENGINEER

GC 8.1 This PART 8 CERTIFICATIONS BY THE ENGINEER applies only when and to the extent that the *Engineer* is required to issue certifications under Schedule A – ENGINEER'S SCOPE OF SERVICES.

GC 8.2 The *Engineer* will issue those certifications which the *Engineer* is required to give as part of the *Services* with the degree of care, skill, and diligence normally provided by engineers issuing comparable certifications in respect of projects of a similar nature to that contemplated by this *Engineering Agreement*, based upon data reasonably available to the *Engineer*.

GC 8.3 If included in the *Construction Administration Services*, the *Engineer's* issuance of a certificate for payment constitutes a representation by the *Engineer* to the *Client*, based on the *Construction Administration Services* performed by the *Engineer* and on review of the *Contractor's* schedule of values and applications for payment, that, to the best of the *Engineer's* information and belief:

- (a) the *Work* has progressed to the value indicated;
- (b) *Work* observed by the *Engineer* while performing *Construction Administration Services* conforms generally with the *Construction Contract Documents*; and
- (c) the *Contractor* is entitled to payment in the amount certified.

GC 8.4 The *Engineer's* issuance of a certificate for payment is subject to:

- (a) review and evaluation of the *Work*, to the extent specified in the *Services*, as it progresses for general conformity with the *Construction Contract Documents*;
- (b) the results of any subsequent tests required by the *Construction Contract Documents*;
- (c) correction of deviations from the *Construction Contract Documents* detected prior to completion or after completion, as the case may be; and

- (d) any specific qualifications stated in the certificate for payment.

GC 8.5 The *Engineer's* issuance of a certificate for payment is not a representation that the *Engineer* has inquired into the *Contractor's*:

- (a) use or allocation of monies paid on account of the contract price specified in the *Construction Contract*; or
- (b) compliance with obligations imposed on the *Contractor* by law, including requirements of workplace health and safety legislation at the *Place of the Work*.

PART 9 CONSTRUCTION COST AND CONTRACT TIME ESTIMATES

GC 9.1 This PART 9 - CONSTRUCTION COST AND CONTRACT TIME ESTIMATES applies only in the event the *Services* require the *Engineer* to provide the *Client* with an estimate of the probable *Construction Cost* or *Construction Contract Time*, whether to assist the *Client* with a call for tenders for the *Work* or otherwise.

GC 9.2 The parties acknowledge that an estimate of probable *Construction Cost* and an estimate of *Construction Contract Time* provided by the *Engineer* are subject to change and are contingent upon factors, including market forces, over which the *Engineer* has no control. The *Engineer* does not guarantee the accuracy of such estimates nor does the *Engineer* represent that bids, negotiated prices or the time for performance will not vary from such estimates. More definitive estimates regarding costs and time for performance may be assessed only when bids and negotiated prices are received for the *Work*.

PART 10 TERMINATION AND SUSPENSION

GC 10.1 This *Engineering Agreement* is terminated on the earliest of:

- (a) the date when the *Engineer* has performed all of the *Services*; or
- (b) the date of termination if termination occurs in accordance with this GC 10 TERMINATION AND SUSPENSION.

GC 10.2 If the *Engineer* is a natural person practicing alone (and not part of a company or a partnership) and should the *Engineer* die or become seriously incapacitated before having supplied all of the *Services*, either the *Client* or the estate or legal representative of the *Engineer* may terminate this *Engineering Agreement* upon *Notice* to the other, with effect from the date of decease or, in the case of serious incapacity, from the date of the *Notice* of termination.

GC 10.3 If the *Engineer* is in material default in the performance of any of the *Engineer's* obligations under this *Engineering Agreement*, the *Client* will *notify* the *Engineer* that the default must be corrected. If the *Engineer* does not correct the default within 30 days after receipt of such *Notice* or if the *Engineer* does not take reasonable steps to correct the default if the default is not susceptible of immediate correction, the *Client* may terminate this *Engineering Agreement* upon further *Notice* to the *Engineer*, without prejudice to any other rights or recourses of the *Client*. Such termination will not release the *Client* from its obligation to pay

- all *Fees* and *Reimbursable Expenses* incurred by the *Engineer* up to the date of termination in the manner provided in this *Engineering Agreement*.
- GC 10.4 If the *Client* is in material default in the performance of any of the *Client's* obligations set forth in this *Engineering Agreement*, including but not limited to the non-payment of *Fees* and *Reimbursable Expenses* of the *Engineer* in the manner specified in this *Engineering Agreement*, the *Engineer* will notify the *Client* that the default must be corrected. If the *Client* does not correct the default within 30 days after receipt of such *Notice*, the *Engineer* may terminate this *Engineering Agreement* upon further *Notice* to the *Client*. In such event, the *Client* will promptly pay the *Fees* and *Reimbursable Expenses* of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the *Termination Expenses*, without prejudice to any other rights or recourses of the *Engineer*.
- GC 10.5 If the *Client* is unwilling or unable to proceed with the *Project*, the *Client* may suspend or terminate this *Engineering Agreement* by *Notice* of 30 days to the *Engineer*. Upon receipt of such *Notice*, the *Engineer* will perform no further *Services* other than those reasonably necessary to suspend or terminate that portion of the *Project* for which the *Engineer* is responsible. In such event, the *Client* will pay all of the *Fees* and *Reimbursable Expenses* incurred by the *Engineer* up to the date of suspension or termination, plus the *Suspension Expenses* or *Termination Expenses*, as the case may be, in the manner provided for in this *Engineering Agreement*.
- GC 10.6 If the *Client* suspends performance of the *Services* at any time for more than 30 consecutive or non-consecutive days through no fault of the *Engineer*, then the *Engineer* may choose to terminate this *Engineering Agreement* upon *Notice* to the *Client*. In this event, the *Client* will promptly pay the *Fees* and *Reimbursable Expenses* of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the *Termination Expenses*, without prejudice to any other rights or recourses of the *Engineer*.

PART 11 OWNERSHIP AND USE OF DOCUMENTS, PATENTS AND TRADEMARKS

- GC 11.1 The *Engineering Documents* are the property of the *Engineer*, whether the *Work* is executed or not. The *Engineer* reserves the copyright therein and in the *Work* executed therefrom. The *Client* is entitled to keep a copy of the *Engineering Documents* for its records.
- GC 11.2 The *Engineer* retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the *Services* or from concepts, products, or processes which are developed or first reduced to practice by the *Engineer* in performing the *Services*. The *Client* will not use, infringe or appropriate such proprietary rights without the prior consent and compensation of the *Engineer*.
- GC 11.3 Provided the *Fees* and *Reimbursable Expenses* of the *Engineer* are paid, the *Client* will have a non-exclusive license to use any proprietary concept, product or process of the *Engineer* which relates to or results from the *Services* for the life of the *Project* and solely for purposes of its maintenance and repair.
- GC 11.4 The *Engineer* warrants that the designs, drawings, and calculations developed by the *Engineer* under this *Engineering Agreement* will not infringe the patent, copyright, trade mark or other intellectual property rights of another person.

- GC 11.5 The *Engineer* will retain the original of the *Engineering Documents* and of those parts of the *Construction Contract Documents* which are generated by the *Engineer*, including computer-generated designs relating thereto, but excluding any models or graphic presentations specifically commissioned and paid for by the *Client*.
- GC 11.6 Should the *Client* use the *Engineering Documents* or provide them to third parties for purposes other than in connection with the *Project* without *notifying* the *Engineer* and without the *Engineer's* prior written consent, the *Engineer* will be entitled either to compensation for such improper use or to prevent such improper use, or to both. The *Client* will indemnify the *Engineer* against claims and costs (including legal costs) associated with such improper use. In no event will the *Engineer* be responsible for the consequences of any such improper use.
- GC 11.7 Should the *Client* alter the *Engineering Documents* without *notifying* the *Engineer* and without the *Engineer's* prior written consent, the *Client* will indemnify the *Engineer* against claims and costs (including legal costs) associated with such improper alteration. In no event will the *Engineer* be responsible for the consequences of any such improper alteration.
- GC 11.8 The *Client* may not use the *Engineering Documents* without having paid the *Fees* and *Reimbursable Expenses* of the *Engineer*. The *Engineer* is entitled to injunctive relief should the *Engineering Documents* be used without payment of the *Fees* and *Reimbursement Expenses* provided for in this *Engineering Agreement*.
- GC 11.9 The *Engineering Documents* are not to be used on any other project without the prior written consent and compensation of the *Engineer*.

PART 12 BUILDING CODES AND BY-LAWS

- GC 12.1 The *Engineer* will interpret building codes and by-laws as they apply to the *Project* at the time of design to the best of the *Engineer's* ability. As the *Work* progresses, building codes and by-laws may change or the interpretation by an authority having jurisdiction may differ from the interpretation of the *Engineer*. In this event, the *Client* will compensate the *Engineer* for any additional *Services* of the *Engineer* that are required in order to have the *Work* conform to such changes or interpretations.

PART 13 PROJECT OWNERSHIP, IDENTIFICATION AND CONFIDENTIALITY

- GC 13.1 The *Client* represents to the *Engineer* that the *Client* is the owner of the *Place of the Work*. If the *Client* is not the owner, the *Client* will *notify* the *Engineer* of the identity of the owner before signature of this *Engineering Agreement*.
- GC 13.2 The *Engineer* will be identified on *Project* signage and promotional material whenever other *Project* design professionals are mentioned. The *Engineer* may refer to the *Project* in the *Engineer's* promotional material.
- GC 13.3 Information regarding the design, functionality, equipment, management, costs, or progress of the *Project* is confidential where one party has *notified* the other party of the confidential or proprietary nature of such information and where such information is not public knowledge. The parties agree not to disclose confidential information to third parties, except

to the extent required for performance of the *Services* or where required by law or by mutual consent of the parties.

PART 14 INSURANCE AND LIABILITY

GC 14.1 The *Engineer* will carry professional liability insurance of \$250,000 per claim and \$500,000 in the aggregate within any policy year. Coverage will be maintained continuously from the commencement of the *Services* until completion or termination of the *Services* and, subject to availability at reasonable cost, for 2 years after completion or termination of the *Services*.

GC 14.2 The *Client* may choose to increase the amount or the coverage of the *Engineer's* professional liability insurance above that provided in GC 14.1 so as to obtain additional insurance that is specific to the *Project*. The *Engineer* will cooperate with the *Client* to obtain such additional insurance, at the *Client's* expense.

GC 14.3 If the *Engineer* carries professional liability insurance for amounts greater than those specified in GC 14.1, such insurance will be available under this *Engineering Agreement* only up to the amount specified in GC 14.1 plus, if applicable, the amount of additional insurance obtained under GC 14.2.

GC 14.4 Where the *Project* involves construction, the *Client* will provide or arrange for *Project* specific liability (wrap-up) insurance and property ("broad form"/builder's risk) insurance in respect of the *Work* and include the *Engineer* thereunder as an additional insured.

GC 14.5 The *Engineer's* liability for claims which the *Client* has or may have against the *Engineer* or the *Engineer's* employees, agents, representatives and *Sub-Consultants* under this *Agreement*, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, notwithstanding any other provision of this *Engineering Agreement*:

- (a) to claims brought within the limitation period prescribed by law in the jurisdiction in which the *Project* is located or, where permitted by law, within 2 years of completion or termination of the *Services*, whichever occurs first; and
- (b) to re-performance of defective *Services* by the *Engineer*, plus:
 - (i) where claims are covered by insurance under section GC 14.1, and, if applicable, by any additional insurance under section GC 14.2 - to the amount of such insurance; or
 - (ii) where claims are not covered by insurance under section GC 14.1, and, if applicable, by any additional insurance under section GC 14.2 - to the amount of \$250,000.

GC 14.6 The *Engineer* will not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.

GC 14.7 Where the *Engineer* is a corporation or partnership, the *Client* and *Consultants of the Client* will limit any claim they may have to the corporation or partnership, without liability on the part of any officer, director, member, employee, or agent of such corporation or partnership.

- GC 14.8 The liability of each party with respect to a claim against each other is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party.
- GC 14.9 The *Engineer* is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of *Hazardous Substances* at or adjacent to the *Place of the Work*, unless specified in Schedule A – ENGINEER'S SCOPE OF SERVICES, or for the exposure of persons, property or the environment to *Hazardous Substances* at or adjacent to the *Place of the Work*.
- GC 14.10 Subject to the limitations of liability set out in this *Engineering Agreement*, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from:
- (a) claims of third parties; or
 - (b) a breach of contractual obligations under this *Engineering Agreement* by the indemnifying party or anyone for whom that party is responsible; or
 - (c) negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.

PART 15 DISPUTE RESOLUTION

- GC 15.1 The parties will make reasonable efforts to resolve disputes arising under this *Engineering Agreement* by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses.
- GC 15.2 If a dispute has not been resolved by negotiations, either party may *notify* the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where the *Project* is located to appoint a mediator.
- GC 15.3 Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.
- GC 15.4 Unless the parties otherwise agree, any mediation or arbitration under this *Agreement* will be conducted in accordance with the latest edition of CCDC 40 - Rules for Mediation and Arbitration of Construction Disputes, as applied to and compatible with this *Engineering Agreement*, save that arbitration will be limited to a single arbitrator.
- GC 15.5 Any endeavour to resolve disputes arising out of this *Engineering Agreement* by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis.

- GC 15.6 The parties agree to submit to the exclusive jurisdiction of the courts in *Place of the Work* if a dispute is to be resolved by the courts, or to mediation or arbitration at the *Place of the Work* if a dispute is to be resolved by mediation or arbitration.

PART 16 PAYMENT

- GC 16.1 The *Client* will pay to the *Engineer* the amount of the *Fees* and *Reimbursable Expenses* of the *Engineer* together with applicable *Value Added Taxes*, when invoiced by the *Engineer* for *Services* which have been rendered, in accordance with Article A5 – PAYMENT and Schedule B – FEES AND REIMBURSABLE EXPENSES.
- GC 16.2 In the event the *Client* disputes in good faith a portion of the *Fees* and *Reimbursable Expenses* invoiced by the *Engineer*, the *Client* will pay the uncontested portion within the prescribed time.
- GC 16.3 Disputes regarding *Fees* and *Reimbursable Expenses* of the *Engineer* will be resolved in the manner specified in PART 15 - DISPUTE RESOLUTION.
- GC 16.4 Where the *Engineer* provides *Construction Administration Services* which extend beyond the period contemplated at the time this *Engineering Agreement* was signed, the *Engineer* will *notify* the *Client* and, upon mutual agreement of the parties, the *Fees* of the *Engineer* will be increased in order to take into account the extended time required for providing the *Construction Administration Services*.
- GC 16.5 Should the *Client* request a change to the *Project* or *Work* which requires the *Engineer* to provide additional *Services* beyond those contemplated at the time the *Engineering Agreement* is signed, before undertaking such additional *Services* the *Client* and the *Engineer* will agree in writing upon the *Engineer's* remuneration and time for providing the additional *Services*. Failing an agreement with the *Client*, the *Client* will pay the *Engineer* for the additional *Services* at the hourly rates set out in Schedule B – FEES AND REIMBURSABLE EXPENSES and any additional *Reimbursable Expenses* incurred, and grant a reasonable extension of time to the *Engineer* for the performance of the additional *Services*.
- GC 16.6 Should the *Client* request a change to the *Project* or *Work* which renders useless a part of the *Services* already provided, the *Client* nonetheless will pay the *Engineer* in accordance with this *Engineering Agreement* for *Services* already provided which the change has rendered useless.
- GC 16.7 Should it prove necessary for the *Engineer* to rework or revise the plans and specifications forming part of the *Services* for reasons which the *Engineer* could not reasonably foresee when the *Engineering Agreement* was signed, or owing to the default or the insolvency of the *Client* or the *Contractor* or a subcontractor, or as a result of the *Client's* suspension of the *Services* or *Work* on the *Project*, or because of damage to the *Project* by fire or some other cause, the *Client* will pay the *Engineer* for any reworked or revised plans and specifications at the hourly rates set out in Schedule B – FEES AND REIMBURSABLE EXPENSES.

PART 17 SEVERABILITY

GC 17.1 If any provision of this *Engineering Agreement* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this *Engineering Agreement* and the other provisions of this *Engineering Agreement* will remain in full force and effect.

(End of the General Conditions. Schedules A and B next follow.)





Schedules to ACEC Document 31

**ENGINEERING AGREEMENT
BETWEEN CLIENT AND ENGINEER**

SCHEDULE A - ENGINEER’S SCOPE OF SERVICES

Note: when determining the Services to be provided, the parties should take into account that:

- *the identified Services are predicated upon the Client entering into a single Construction Contract.*
- *some identified Services are a function of whether the Engineer is acting either:*
 - (a) as the lead professional who has overall Project responsibilities or*
 - (b) only as a professional who is subordinate to the lead professional. In the latter situation, the particular Services of the Engineer are limited to the Engineer’s specialization under this Agreement.*

The *Engineer* WILL PROVIDE the *Services* next described that are marked (X) in the column entitled YES and WILL NOT PROVIDE the *Services* which are marked (X) in the column entitled NO.

A-1 Consulting and Advisory Services

	Description of Services	Yes	No
If Consulting and Advisory Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Consulting and Advisory Services WILL BE PROVIDED, identify them by completing the following:			
1.1	Preparation and periodic updating of: <ul style="list-style-type: none"> • an estimate of probable <i>Construction Cost</i>; and • an estimate of <i>Construction Contract Time</i>. 		
1.2	Assistance in the preparation of pre-construction <i>Project</i> operating cost budgets.		
1.3	Preparation for and/or attendance at a public participation or information program.		
1.4	Preparation for and/or participation in a value engineering program.		
1.5	Preparation of reports relating to the <i>Client's</i> long-range plans.		
1.6	Preparation of operational studies.		
1.7	Provision of renderings.		
1.8	Provision of models.		
1.9	Technical representation at meetings.		

Initials	
<i>Client</i>	<i>Engineer</i>

A-1 Consulting and Advisory Services (continued)

	Description of Services	Yes	No
1.10	Preparation of specified alternative designs.		
1.11	Calculation of quantities of <i>Work</i> to be performed.		
1.12	Preparation of <i>Project</i> commissioning and start-up procedures.		
1.13	Preparation of applications and supporting documents for governmental grants, loans, and subsidies.		
1.14	Preparation of applications and supporting documents for payments in connection with the <i>Project</i> .		
1.15	Assistance in obtaining required approvals, licences and permits from governmental authorities having jurisdiction over the <i>Project</i> .		
1.16	Arrangement for the translation of documents into a language other than the language of this <i>Engineering Agreement</i>		
1.17	Arrangement for special testing of the <i>Work</i> .		
1.18	Investigation of specified conditions (such as failures, accidents, groundwater and drainage issues, stability, etc).		
1.19	Preparation of operating or maintenance manuals, operating drawings or charts.		
1.20	Assistance in litigation, arbitration, negotiation, or other legal or administrative proceedings on behalf of the <i>Client</i> , and all necessary preparation in respect thereof.		
1.21	Provision of peer review of documents provided by <i>Consultants of the Client</i> .		
	<i>Enter here any additional Consulting and Advisory Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

Initials	
<i>Client</i>	<i>Engineer</i>

A-2 Engineering Project Services

	Description of Services	Yes	No
If Engineering Project Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Engineering Project Services WILL BE PROVIDED, identify them by completing the following:			
2.1	Preparation of an engineering and <i>Project</i> implementation program based upon: a) the <i>Client's</i> written instructions regarding the <i>Project</i> requirements, b) the <i>Client's Project Budget</i> , and c) the <i>Client's</i> time constraints		
2.2	Preparation of a statement of requirements and <i>Project</i> design criteria to be used in the design process.		
2.3	Coordination of <i>Consultants of the Client</i> (where the <i>Engineer</i> is the lead professional) .		
2.4	Participation in or preparation of specified <i>Project</i> feasibility studies.		
2.5	Arrangement for expert and specialist studies for use in conceptual, preliminary, and detailed design services.		
2.6	Preparation of and/or participation in environmental assessments and impact studies.		
2.7	Review of environmental assessments and impact studies prepared by others.		
2.8	Assistance in obtaining approvals of authorities having jurisdiction over the <i>Project</i> .		
	<i>Enter here any additional Engineering Project Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

Initials	
<i>Client</i>	<i>Engineer</i>

A-3 Conceptual Design Services

Description of Services		Yes	No
If Conceptual Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Conceptual Design Services WILL BE PROVIDED, identify them by completing the following:			
3.1	<ul style="list-style-type: none"> a) review of the statement of requirements provided by the <i>Client</i> b) analysis of information provided by the <i>Client</i>, including: <ul style="list-style-type: none"> i) conditions or methods of operations ii) technical and economic feasibility iii) location of the <i>Project</i>, and iv) similar matters c) establish the sizes, capacity, location, method of operation and other principal features which form the basis for the design of a proposed Project d) analysis of expert and specialist studies prepared in support of the Conceptual Design Service e) evaluation of alternatives f) preparation of concept sketches and developing specification notes g) preparation of a <i>Project</i> brief outlining the relevant criteria to be followed in preliminary and detailed design <i>Services</i> h) submission of conceptual design and <i>Project</i> brief for review and approval by <i>Client</i> 		
	<p><i>Enter here any additional Conceptual Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>		

Initials	
<i>Client</i>	<i>Engineer</i>

A-4 Preliminary Design Services

Description of Services		Yes	No
If Preliminary Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Preliminary Design Services WILL BE PROVIDED, identify them by completing the following:			
4.1	<ul style="list-style-type: none"> a) obtaining advice and information from any <i>Consultants of the Client</i> to carry out duties and responsibilities b) preparation of preliminary design including drawings or sketches illustrating and defining the design concept c) preparation of specification outlines d) preparation of preliminary design report covering alternatives, preliminary sketches, and outline specifications e) preparation of documents in support of applications for approval from authorities having jurisdiction regarding the <i>Project</i> or designated specific aspects of the <i>Project</i> f) submission of preliminary design report for review and approval by <i>Client</i> 		
<p><i>Enter here any additional Preliminary Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>			

Initials	
<i>Client</i>	<i>Engineer</i>

A-5 Detailed Design Services

Description of Services		Yes	No
If Detailed Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Detailed Design Services WILL BE PROVIDED, identify them by completing the following:			
5.1	a) preparation of Engineering Documents b) preparation of bill of quantities c) preparation of documents in support of applications for approval from authorities having jurisdiction for the <i>Project</i> or designated specific aspects of the <i>Project</i> d) submission of <i>Engineering Documents</i> for review and approval by <i>Client</i> #		
5.2	Preparation and submission of <i>Construction Contract Documents</i> for review and approval by the <i>Client</i> (where the <i>Engineer</i> is the lead professional). OR Review of <i>Construction Contract Documents</i> prepared by others.	OR	
<i>Enter here any additional Detailed Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>			

Initials	
<i>Client</i>	<i>Engineer</i>

A-6 Construction Procurement Services

	Description of Services	Yes	No
If Construction Procurement Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Procurement Services WILL BE PROVIDED, identify them by completing the following:			
6.1	Advice regarding: a) the preparation of requests for proposals, requests for qualifications and tender information b) bid forms.		
6.2	Assistance in the preparation of pre-qualification documents for procurement tenders or proposals.		
6.3	Assistance in the preparation of tender documents incorporating relevant <i>Engineering Documents, Construction Contract Documents</i> and other documents prepared by <i>Consultants of the Client</i> on the <i>Project</i> .		
6.4	Assistance in obtaining bids.		
6.5	Assistance in the preparation of addenda.		
6.6	Review of bids.		
6.7	Assistance in the preparation of the <i>Construction Contract</i> .		
	<i>Enter here any additional Construction Procurement Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

Initials	
<i>Client</i>	<i>Engineer</i>

A-7 Construction Administration Services

Construction Administration Services include the scope of services indicated below. Note that Construction Administration Services do not include Construction Contract Resident Services, which are dealt with separately at A-8 if applicable.

	Description of Services	Yes	No
If Construction Administration Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Administration Services WILL BE PROVIDED, identify them by completing the following:			
7.1	Periodic visits to the <i>Place of the Work</i> in accordance with GC 7.8 of PART 7 CONSTRUCTION ADMINISTRATION.		
7.2	Attendance at meetings necessary to the coordination of the design, <i>Construction Administration Services</i> , and execution of the <i>Work</i> .		
7.3	Preparation and distribution of <i>Notices</i> of change, change orders, and other necessary <i>Project</i> documentation during the course of the execution of the <i>Work</i> (where the <i>Engineer</i> is the lead professional).		
7.4	Obtain advice, data, and information from <i>Consultants of the Client</i> when required.		
7.5	Review of <i>Shop Drawings</i> in accordance with GC 7.12 of PART 7 CONSTRUCTION ADMINISTRATION.		
7.6	Monitor compliance with the program of construction reviews and testing which may be required by the <i>Engineer</i> or imposed by law in connection with the execution of the <i>Work</i> by the <i>Contractor</i> .		
7.7	Interpretation of the <i>Construction Contract Documents</i> (where the <i>Engineer</i> is the lead professional and if so provided in the <i>Construction Contract</i>).		
7.8	Evaluation of <i>Contractor's</i> applications for payment.		
7.9	Certification of the <i>Contractor's</i> applications for payment, subject to PART 8 CERTIFICATIONS BY THE ENGINEER (where the <i>Engineer</i> is the lead professional).		
7.10	Review of an application for <i>Substantial Performance of the Work</i> noting defects and deficiencies observed in the <i>Work</i>		
7.11	Certification of the <i>Contractor's Substantial Performance of the Work</i> , subject to PART 8 CERTIFICATIONS BY THE ENGINEER (where the <i>Engineer</i> is the lead professional).		

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A-7 Construction Administration Services (continued)

	Description of Services	Yes	No
7.12	Review of the correction of defects and deficiencies observed in the <i>Work</i> when completed.		
	<p><i>Enter here any additional Construction Administration Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>		

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A-8 Construction Contract Resident Services

Construction Contract Resident Services are considered to be “resident” or “at site” when office facilities and staff assigned by the Engineer are on site full time for a continuous work period.

	Description of Services	Yes	No
If Construction Contract Resident Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Contract Resident Services WILL BE PROVIDED, identify them by completing the following:			
8.1	Arranging for reference surveys for use in the <i>Contractor’s</i> layout of the <i>Work</i> (not including surveys of legal property boundaries).		
8.2	Review of <i>Contractor’s</i> surveys and layout.		
8.3	Regular site reviews of the <i>Work</i> of the <i>Contractor</i> to ascertain if the reviewed <i>Work</i> is in general conformance with the <i>Construction Documents</i> .		
8.4	Arrangement of field-testing and inspection of materials and equipment for <i>Client’s</i> quality assurance program		
8.5	Investigation, reporting, and providing recommendations on unusual circumstances that arise during the <i>Project</i> implementation.		
8.6	Maintenance of sufficient data to outline current progress of the <i>Work</i> .		
8.7	Final inspection at the conclusion of the <i>Project Construction Contract</i> , including any elements of commissioning agreed to as part of the <i>Client’s</i> acceptance program.		
	<i>Enter here any additional Construction Contract Resident Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

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A-9 Post Construction Engineering Services

Description of Services		Yes	No
If Post Construction Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Post Construction Services WILL BE PROVIDED, identify them by completing the following:			
Post Construction Engineering Services comprising the following:			
9.1	Provision of commissioning and start-up assistance.		
9.2	Collection and organization of operating and maintenance manuals.		
9.3	Identification of deficiencies during the warranty period at the <i>Client's</i> request.		
9.4	Assistance in facility management or operations after commissioning and start-up.		
9.5	Preparation of record documents in accordance with GC 7.13 of PART 7 CONSTRUCTION ADMINISTRATION.		
<p><i>Enter here any additional Post Construction Engineering Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>			

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SCHEDULE B – FEES AND REIMBURSABLE EXPENSES

Note: when determining the Fees, the parties should take into account that:

- *the Fees are predicated upon the Client entering into a single Construction Contract*
- *some Fees are a function of whether the Engineer is acting either:*
 - (a) as the lead professional who has overall Project responsibilities or*
 - (b) only as a professional who is subordinate to the lead professional.*

B-1 Fees for Services

The following table identifies the method for determining the *Fees* due to the *Engineer* under this *Engineering Agreement* for the *Services* described in Schedule A:

Engineers Services (Refer to Schedule A)		Select Fee Basis Applicable to this Agreement		
		Hourly Rate Fees (B-1.1)	Fixed Fees (B-1.2)	Fees as % of Construction Cost (B-1.3)
A-1	Consulting and Advisory Services			N/A
A-2	Engineering Project Services			N/A
A-3	Conceptual Design Services			
A-4	Preliminary Design Services			
A-5	Detailed Design Services			
A-6	Construction Procurement Services			
A-7	Construction Administration Services			
A-8	Construction Contract Resident Services			N/A
A-9	Post Construction Engineering Services			N/A

Refer to Section B-1.1, B-1.2, and B-1.3 for a detailed description of the method for calculating the *Fees* due to the *Engineer*.

Reimbursable Expenses (Section B-2) are additional to the *Fees* due to the *Engineer*.

Value added taxes are not included in *Fees* and *Reimbursable Expenses*.

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B-1.1 Hourly Rate Fees

Hourly Rate *Fees* shall be calculated on an hourly basis as the *Project* progresses at the following rates:

a)	Principals	\$	per hour
b)	Senior staff	\$	per hour
c)	Intermediate staff	\$	per hour
d)	Junior staff	\$	per hour
e)	Clerical	\$	per hour
f)		\$	per hour
g)		\$	per hour
h)		\$	per hour

The rates in this table shall be applicable for (*select one*):

the duration of the Engineering Agreement

twelve months from the effective date of this Agreement at which time the rates will be increased by _____ %, unless otherwise agreed in writing by the parties

other (*specify*)

(Enter additional provisions below. Append extra pages if required.)

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B-1.2 Fixed Fees

Fees for the project shall be calculated as a fixed fee of \$ _____, apportioned as follows:

Percentage	Milestone/Task
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	

The fixed fees shall be applicable for (*select one*):

the duration of the Engineering Agreement

twelve months from the effective date of this Agreement at which time the rates will be increased by _____ %, unless otherwise agreed in writing by the parties

other (specify)

(Enter additional provisions below. Append extra pages if required.)

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B-1.3 Fees Based on Percentage of Construction Cost

Fees shall be calculated as _____ % of the *Construction Cost*, apportioned as follows (*where not applicable, insert Nil or N/A*):

- A-3 - Conceptual Design Services _____ %
- A-4 - Preliminary Design Services _____ %
- A-5 - Detailed Design Services _____ %
- A-6 - Construction Procurement Services _____ %
- A-7 - Construction Administration Services _____ %
- TOTAL FEE _____ %

Fees based on a percentage of the *Construction Cost* are NOT applicable to the following Services which should be calculated either on an Hourly Rate Basis (Section B-1.1) or a Fixed Fee Basis (Section B-1.2):

- A-1 - Consulting and Advisory Services
- A-2 - Engineering Project Services
- A-8 - Construction Contract Resident Services
- A-9 - Post Construction Engineering Services.

For purposes of Section B-1.3 (Fees Based on Percentage of Construction Cost) and notwithstanding Definition 5 (*Construction Cost*), when determining Fees based on a percentage, the *Construction Cost* is calculated in the following manner in regard to those phases of the *Engineering Agreement* which are applicable to the *Services* to be provided by the *Engineer*:

PHASE	BASIS FOR CALCULATION
A-3 - Conceptual Design services	The budget at the commencement of the conceptual design services as agreed by the Engineer and the Client.
A-4 - Preliminary Design services	The estimate of probable <i>Construction Cost</i> at the commencement of the preliminary design services as agreed by the Engineer and the Client.
A-5 - Detailed Design services	The estimate of probable <i>Construction Cost</i> at the commencement of the detailed design services as agreed by the Engineer and the Client.
A-6 - Construction procurement services	The estimate of probable <i>Construction Cost</i> at the commencement of the Construction procurement services as agreed by the Engineer and the Client.
A-7 - Construction Administration Services	The actual final <i>Construction Cost</i> .

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(Enter additional provisions below. Append extra pages if required.)

B-2 Reimbursable Expenses

Reimbursable Expenses incurred by the *Engineer* in carrying out the *Services* are subject to a mark-up of _____ % to cover office and administrative costs of the *Engineer* - unless otherwise agreed as follows:

(if applicable, indicate alternate methods for determining Reimbursable Expenses)

Reimbursable Expenses include the following expenses where incurred in relation to the performance of the *Services*:

- Transport, subsistence, and lodging in connection with the *Project* beyond _____ kilometres of the *Engineer's* office. Use of vehicles shall be charged at \$ _____ per kilometre.
- Long distance telephone and facsimile communications.
- Reproduction of information, drawings, specifications, and other documents necessary to the *Project*.
- Testing services.
- Courier and messenger services.
- Fees paid for securing approvals, permits, or licences from regulatory agencies having jurisdiction over the *Project*.
- Providing and maintaining *Project* site offices, telephones, facsimile as required for use by the *Engineer* and *Sub-Consultants of the Engineer*.
- Advertising incidental to the *Project*.

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- Obtaining necessary legal, accounting, insurance, bonding, and other counselling services pertaining to the *Project*.
- Specialized *Project* specific computer hardware and software charges and related expenses as agreed to between the *Client* and the *Engineer*.
- Customs, excise, or any other taxes incurred by the *Engineer* with respect to the *Services*, but excluding *Value Added Taxes*.
- Special or increased insurance coverage required by the *Client* according to paragraph GC 14.2.
- Fees and disbursements of *Sub-consultants* required in the performance of the *Services* where not included in the *Fees* in connection with the *Project*.
- Costs incurred by the *Engineer* in the performance of *Services* in connection with the *Project* where the *Engineer* has obtained the prior written approval of the *Client*.

Enter additional descriptions to be used. Append additional sheets if required

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