**1396 Laurier Street – Rockland Affordable Housing Project** RFP for Architectural and Engineering Services

Issued by the SHDC on behalf of HRSPRO (11130455 Canada Centre) Submissions Due: 23/06/2025

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Please note that all dates in this RFP, appendices and addendums are expressed in the format DD/MM/YYYY unless otherwise indicated, and all dollar amounts are in Canadian dollars.

# **General Information**

1113O455 Canada Centre (o/a HRSPRO) is inviting proponents to make proposals for architectural consulting services and sub-consulting services, for a proposed non-profit affordable housing development at 1396 Laurier Street.

This Request for Proposal (RFP) document sets out the requirements for the Proponent's proposal and specifies the evaluation criteria and Consultant selection process for the work. Consultants must be able to demonstrate a thorough understanding of the requirement, provide their approach and methodology, project plan and schedule.

Information obtained from the responses will enable the selection of a consultant who HRSPRO will approach to provide the desired services. Please read all of the RFP thoroughly to ensure that the proposal responds to every required item. While many terms and conditions of the RFP, and OAA contract to be used, are standard, specifics around the project description, scope of work, submission requirements, and fee structure are likely somewhat unique to this project.

All inquiries regarding this RFP are to be directed to the Project Authority specified below:

Faiz Jan Project Manager, SHDC (Verdance Development Corporation) <u>development@verdace.ca</u>

Inquiries must be received by email no later than 23:59 at 05/06/2025. Answers provided to inquiries will be provided to all proponents by way of written addendum, no later than 06/06/2025.

## **Project Description**

#### **General Description**

Nested in the urban core of Rockland, Ontario, 1396 Laurier is a relatively small main street parcel that currently hosts a detached single-family home and a fire hydrant. A preliminary massing prepared as part of feasibility studies conducted for the property proposes a 26 unit five-storey building with 18 one-bedroom units and 8 two-bedroom units, along with roughly 5600 square feet of commercial/retail area on the bottom floor. This massing is not a final design, but rather a draft created with consideration for project zoning and financial constraints, to be used as the basis for schematic design work.

The intent is to use the property to create affordable homes for residents of Clarence–Rockland, and allow for sufficient space to host an affordable childcare centre as well. The project aims to prioritize access for single parents, marginalized people, and youth with physical and learning disabilities, but will make units available to all those that need it.



#### Project Schedule

Milestone	Target Date
Consultant Selection	04/07/2025
Schematic Design Drawings	13/08/2025
33% Drawings	12/10/2025
Site Plan Approval	26/12/2025
Building Permit Approval	09/02/2026
Construction Start	24/02/2026
Substantial Completion	28/02/2027

#### Project Partners

HRSPRO has contracted SHDC to act as the Project Manager/Owner's representative for the project. HRSPRO and SHDC have worked together to establish the preliminary plan for the project, including outlining the divisions of key roles and responsibilities as noted in the project authority matrix in *Appendix D*.

This project has received funding support from the Federation of Canadian Municipalities for pre-construction efforts and is currently seeking additional funding from the Canadian Mortgage and Housing Corporation SEED program. HRSPRO has also received the support of the City of Rockland and the Canadian Housing Transformation Centre to push the project forward.

### Parcel and Zoning

The property, 1392 – 1396 Laurier Street, is 1258.1768 m<sup>2</sup> and zoned as a part of Clarence–Rockland's Urban Core Area CA–3 policy. Under this zoning, all the desired uses and mix of uses are possible without requirement for a Zoning Bylaw Amendment, and only Site Plan Approval will be required for the project.

The project is nevertheless constrained to various zoning limits on height and setbacks. This includes a minimum 5 metre front setback, a minimum 1 metre side setback, and a height limit of 18 metres. There is also a minimum requirement for 1.25 parking spaces per unit and 1.0 parking spaces for every 24.0 m<sup>2</sup> of commercial floor area. We are willing to consider a cash-in-lieu agreement with the City to reduce the mandatory number of parking lots if it sufficiently reduces the cost of construction. The project is also required to have 6.0 m<sup>2</sup> of amenity area per unit, 0.5 bicycle parking spots per unit (plus 2 for the commercial area), a driveway leading to parking in the rear that must be at least 6.0m wide and have a 1.0 m setback, and retain a defined area specifically for a garbage enclosure.

Additionally, as the property falls along a hill, the project may require significant consideration with respect to the approach for grading, with City advice to use the rear side of the property as a storm water outlet with post-construction flows equally pre-construction flows. The site has direct access to all other municipal services.

Upon selection of an architect or by request to the Project Authority at any time, a site visit can be arranged to provide more details.

# Delivery Method (for Construction Contracts)

We intend to enter into a CCDC 5B contract for construction management services and construction with a Guaranteed Maximum Price (GMP) option for this project. This contract will include a shared savings mechanism similar to the architect's stage-based incentive, to promote collaboration and cost-efficiency across all project partners.

We aspire to hire the Construction Manager at a time sufficiently early, that is deemed appropriate by the architect and project owner, so as to enable their contribution to value engineering in partnership with the architect through design coordination meetings.

# **Special Requirements**

Under the provincial requirements for childcare centres, there are various requirements for the design of the commercial area allocated to HRSPRO's planned childcare service. A quick reference of design guidelines associated with this space is attached to this RFP.

Additionally, in order to qualify for funding under desired programs, the project must be designed to;

- Achieve Tier 2 of the 2020 National Energy Code of Canada for Buildings or Tier 3 of the 2020 National Building Code,
- Contain a minimum of 20% accessible units as defined by CSA/ASC B652:23 or full universal design, in accordance with CMHC's universal design requirements, and
- Target a net annual total energy use intensity (TEUI) of less than 80 kWh/m<sup>2</sup> at project completion.

An energy modeller will be hired in order to aid in meeting the project requirements with respect to energy efficiency.

# Scope of Services to be Provided

The work being sought after includes the basic services listed by the Royal Architectural Institute of Canada (RAIC) in their "Guide to Determining Appropriate Fees for the Services of an Architect" for the phases listed below. The full descriptions of these basic services are also included in *Appendix C*.

- Schematic Design
- Design Development
- Construction Documents
- Bidding and Negotiation
- Contract Administration

Such work should also be noted to include the preparation of a site plan and renderings and elevations as needed to progress the project through funding, zoning bylaw amendment, site plan approval, and building permit applications.

In addition to this, we require the inclusion of certain coordination items within the scope of work, while encouraging, but not requiring, inclusion of sub-consultant services in the proposed services.

The proposed period of the work will be from the date of the award to the final inspection and turnover of the Project.

# **Coordination**

- Value Engineering
- Coordination of Listed Sub-Consultant
- Coordination with Other Owner-Contracted Sub-Consultants

# Sub-Consultant Services

Proposals that are able to include, through partnership or other structure, a fee for the sub-consultant services listed below will be given preference in evaluation of proposals.

The desired sub-consultant services are:

- Structural Consulting Engineering Services
- Mechanical Consulting Engineering Services
- Electrical Consulting Engineering Services
- Civil Engineering Consulting Services
- Landscape Architect Consulting Services

The scope of work for sub-consulting services should include the preparation of relevant drawings and engineering plans required for zoning and permitting, possibly including a grading and drainage plan, servicing plan, and stormwater management plan, but should not include site conditions reports like geotechnical, hydro-geological, or environmental site assessment reports.

Services that should **not** be included in an RFP include, but are not limited to:

- Commissioning
- Planning Consulting Services
- Cost Estimating Services
- Energy Modeling Services
- Traffic Consulting Services

The dollar fee expressed on the form in Appendix A should include all proposed sub-consultant services. Proposals that do not include architectural consulting services will not be considered.

In the case that there is a possible miscommunication or misunderstanding about the scope of work, we will remain lenient and fair with submissions and reserve the right to communicate directly with applicants and allow them to make amendments to their proposal following the submission deadline to rectify the proposal.

# **Project Fee Structure**

The contract agreement will be composed of two parts: a fixed lump-sum fee for services and an incentive fee for creating project savings through cost engineering and innovative design. The proposal submitted should include the acceptable/proposed fee amount and structured clearly through a completed *Appendix A* proposal form.

# Fixed Lump Sum Fee

A fixed lump sum fee would be the preferred primary fee structure for the project. Should extraordinary circumstances require, this fee can be adjusted by mutual agreement of the project owner and the architect.

Please include, in the relevant space on the form in *Appendix A*, the total fee for services you would like to charge for the scope of work described in this RFP. We are open to discussions of different alternate arrangements to push for cost savings if they are included in bidder proposals along with a reasoning for the proposed alternative.

# Stage-Based Percentage Savings Incentive

Savings resulting from joint efforts — such as value engineering from consultants, substitutions approved by the architect, engineer(s), and construction manager, or efficient coordination between design and implementation — will result in shared incentives among relevant parties.

Stages of the project under this contract will be defined by the completion of milestones prescribed below. The first stage will begin when an agreement is entered into by the owner and architect of the project. Project's defined stages may be associated with the listed corresponding phases standardized by the Ontario Association of Architects (OAA), but the scope defined by the OAA should not necessarily be considered part of the milestone description for project stages.

At the start of each defined stage, a budget will be created noting all of the expected project costs. The first stage budget is included in *Appendix B*. At the completion of each stage, **five** (5) percent of the savings found from the total project budget (except below referenced budget items for the architectural and engineering services) will be awarded to the architect as a bonus to incentivize cost-saving efforts. Savings compose of costs for all line items **completed during the stage** less than the stage budget for those items, regardless of which milestone the line item may contribute to. The first stage budget purposely excludes costs for all architectural and engineering services as these will not be included as items for this incentive, regardless of whether or not the engineering services are included in the project proposal.

The architect may negotiate a proportion of savings under this incentive to go to sub-consultants, but will need to do so separately from this RFP, and must inform the Project Authority of the relevant agreement made. If no agreement is made, all savings will go to the architect and prime consultant. To further encourage the inclusion of sub-consultants in the scheme, the percentage of savings may be increased with the agreement of all contract parties.

A Life-Cycle Costs Analysis (or Reserve Fund Study or other equivalent), conducted in the Tendering **and** Construction and Warranty stages, must yield a required annual contribution to a reserve fund that allows the project to maintain at least a 1.0 debt-service coverage ratio (DSCR) in order for the architect to qualify for the incentive during either of these stages. This is to ensure that savings made from the project are not made at the cost of future expenses in the form of greater maintenance costs. All interests are aligned, among the project owner, funders, and other parties, to ensure that a minimum 1.0 DSCR is reached. This requirement applies to the Tendering and Construction and Warranty stages only, and not to earlier project phases.

Stage	Milestone for Completion	Budget	OAA Equivalent Phases
Studies and Development	Site Plan Approval	Appendix B	Schematic Design, Design Development
Tendering	Building Permit Approval	Class C/D Budget by a Quantity Surveyor or Cost Consultant	Contract Documentation, Bidding / Negotiation
Construction and Warranty	12 Months After Substantial Completion	Class A/B Budget by a Quantity Surveyor or Cost Consultant	Contract Administration

The intention of structuring the savings in this way, rather than relying on a single budget across the project or using an integrated project delivery contract is so that;

- a) There is some flexibility for circumstances where unforeseen issues may arise,
- b) Bidders do not need to find partners or form a syndicate to submit a proposal,
- c) The owner has the capacity to select a construction manager independently,
- d) Participation is possible in spite of the non-profit nature of the project, and
- e) The project complies with requirements from project funders and owners.

We are open to discussions of different alternate arrangements to push for cost savings if they are included in bidder proposals along with a reasoning for the proposed alternative.

#### **Submission and Evaluation Process**

The following is the anticipated schedule for this Proposal:

Request for Proposals Issued	23/05/2025
Deadline for Registration	04/06/2025
Question Response Addendum Issued	06/06/2025
Submission Deadline	23/06/2025
Letter of Intent Issued	04/07/2025

Interested applicants should register through an email correspondence to the Project Authority prior to 04/06/2025. Registration is not mandatory, but only registered applicants will be included in correspondences to inform them of addendums, amendments, and answers to inquiries. Applicants that have not registered will find these on the same platform/website that hosts the initial RFP.

Questions addressed to the Project Authority within a reasonable time before the issue date for the Question Response Addendum will be answered and included in the addendum. Questions addressed to the Project Authority after such a period may be answered individually at a separate date or may not be answered at all.

Proposals should be emailed to the Project Authority before 23/06/2025.

#### **Evaluation Process**

Upon passing of the submission deadline, a panel of agents authorized by the project owner will review all proposals and set-up an interview with all proponents who's proposals meet the minimum requirements outlined in this RFP. The discussions from these interviews, paired with the initial proposals, will be used by the panel to decide to score proposals according to a rubric that outlines the key priorities for proponents to address. The timeline for interviews is not fixed and will occur on a rolling basis.

Upon completion of proposal grading, a letter of intent will be issued to the proponent with the highest score, and other proponents will be notified as such. If negotiations do not lead to a contract, the project owner may move to the second highest scoring proponent, and so forth, without notifying all applicants. Upon signing of a contract, all applicants will be notified again, and will have the opportunity to request a completed rubric, and a meeting in which the Project Authority can explain the decisions associated with scoring.

# **Evaluation Criteria**

Submissions will be evaluated based on a set criteria which may be considered in a subjective manner. Inclusions in the submission should be clear and direct, providing specific plans and explanations of the requested information. A panel of agents authorized by the contracting party will score proposals based on the following rubric.

Criteria	Description	Weight
Proponent Experience	Past-design consulting and/or conceptual research work that exemplifies sufficient experience in architectural design that aligns with the vision of the project.	20
Understanding of Project Requirements	Description of the scope of work desired, providing clear deliverables, schedules, and other submission requirements that align with the desired work expressed.	20
Approach and Methodology	Explanation of approach to design, sub-consultant coordination, and use of technology that the proponent intends to employ for the project, including the style/strategy of architectural design/planning and the plans to identify value engineering opportunities.	30
Fee Proposal	A fee for services that aligns with the owner's project budget, acceptance of the proposed savings incentive mechanism or proposal of a similar alternative, and an invoicing system that aligns with the owner's needs surrounding timing of payments.	30

# **Submission Requirements**

Proposals should include a proposal document prepared by the proponent, an OAA Certificate of Practice, a filled in Appendix A Form, and any portfolio of past architectural work from the proponent(s), including construction projects, academic work, and theoretical exercises.

The proposal document is recommended to contain certain sections that will allow us to better assess the proposal according to our evaluation criteria. These include:

- Understanding of Requirements
- Consultant Team
- Approach and Methodology
  - Architectural Style
  - Cost Containment and Savings
  - BIM and Construction Management Software
  - Energy Efficiency Requirements
  - Accessibility Requirements
  - Childcare Centre Requirements
  - Community Engagement
  - Indigenous Reconciliation Framework
  - Sub-Consultant Services
- Project Plan and Schedule
- Contact Information of References

Upon selection of a bidder, the selected bidder may prepare a final contract that includes an OAA 600 standard form of contract, all documents of the RFP and the proposal, and any necessary amendments or supplemental conditions as may be negotiated by the owner and bidder. The OAA 600 contract should be sure to include a completed Contract Attachments form as prepared by the OAA, including all Appendices to the form.

An OAA 600 Contract Attachments form may also be included in the proponents initial proposal without necessarily being included, as initially proposed, in the final contract.

# **Terms and Conditions**

Bidders, successful or not, will not be reimbursed for costs incurred in the preparation and submission of their response to this RFP, nor any other costs incurred by the consultant before a signed and executed contract is established.

The proponent agrees to purchase and maintain in force for the duration of this Agreement, Professional Liability Insurance and Commercial General Liability Insurance.

The Proponent assumes responsibility for compliance with all laws and regulations concerning its eligibility to provide a Submission and to perform the Services in the Province of Ontario and is aware that this RFP is governed by the laws of the Province of Ontario.

Proponents are required to hold a valid Certificate of Practice (CofP) from the OAA.

If the Key Personnel named in a Proponent's proposal leave or become unavailable or unable to perform their duties for circumstances beyond the Proponent's reasonable control, the Proponent shall promptly notify the Project Authority and submit resumes of proposed replacement personnel. Proposed replacement personnel should possess professional and/or technical qualifications and comparable experience equivalent to the Key Personnel being replaced.

The Proponent's proposal is to be signed by the firm's signing authority.

The answer to all questions or requests will be responded to by an addendum which will be issued to all Proponents.

Proponents are advised that only the written information issued by the Project Authority in this RFP document, and any appended documents and any associated Amendments shall be contractually binding.

HRSPRO shall have the sole right to initiate or to terminate negotiations.

HRSPRO reserves the right to request clarifications and/or confirmations from any or all Proponents regarding any aspect of the proposal. In the event such clarifications and/or confirmations are requested, the Project Authority will make the request. The request for clarification and/or confirmation will be directed to the individual named as the Proponent's contact in their proposal. A written response to each such communication is required from the Proponent. A right is similarly reserved for the verification or clarification of any information in proposals with any third party.

All information provided by or obtained from SHDC in any form in connection with this RFP, including the format of the RFP itself:

- 1. Is the sole property of SHDC and must be treated as confidential;
- 2. Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
- 3. Must not be disclosed without prior written authorization from SHDC; and
- 4. Shall be returned to SHDC immediately upon the request of SHDC.

The Proponent agrees that HRSPRO's sole obligation, in return for the Proponent's preparation and submission of its Proposal, is to give consideration to the Proposal in accordance with the RFP Documents. Neither SHDC nor its officers, employees, agents or representative shall be liable to the Proponent or any of its officers, employees, independent contractors, subcontractors, agents or representatives for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages or liabilities arising out or by reason of or attributable to this RFP process, including, without limitation, the cost of preparing and submitting a Proposal and any anticipated profits and contributions to overhead. The provisions outlined above shall survive the termination of this RFP process and the execution of the contracts by the Successful Proponent and SHDC.

Should the firm wish to maintain intellectual property rights over any portion or aspect of the final submission, this must be clearly identified in the proposal.

Appendices

# Appendix A - Proposal Fee Structure

Proposed Subconsultant Services Included	Structural Engineering Mechanical Engineering Electrical Engineering Civil Engineering Landscape Architecture
Lump Sum Fee for Services (including Sub-Consultant Services)	\$
Do you agree to the Stage-Based Percentage Savings Incentive? If not, please propose an alternative incentive for savings.	
Retainer Amount (if any)	\$
Proposed Invoicing Management	Monthly Fixed Rate T&M to Upset Limit By Milestone
Breakdown of Invoicing Management Costs	

(rates per month, per hour, or for each milestone)

Costs Explicitly Excluded from Proposal if in Conflict with the RFP or Worthwhile to Note (including Reimbursable Expenses)

# Appendix B – Studies and Development Stage Budget

Land-Related Legal Fees \$ 6,500.00   Total Land Costs \$ 656,500.00   Hard Costs \$ 9,200,166.00   Construction Costs \$ 9,200,166.00   Construction Management \$ 690,012.45   Total Hard Costs \$ 9,800,178.45   Soft Costs \$ 9,800,178.45   Consultant Costs \$ 9,800,178.45   Project Management \$ 150,000.00   Planning \$ 160,000.00   Commissioning Agent \$ 46,000.83   Cost Estimating \$ 242,200.00   Energy Modelling \$ 12,000.00   Total Consultant Costs \$ 266,200.83   Site Development Costs \$ 34,000.00   Energy Audit \$ 33,900.00   Energy Audit \$ 8,700.00   Designated Substances Survey \$ 3,500.00	Land Costs	
Total Land Costs \$ 656,500,00   Hard Costs \$ 9,200,166,00   Construction Costs \$ 9,200,166,00   Construction Management \$ 690,012,45   Total Hard Costs \$ 9,890,178,45   Soft Costs \$ 9,890,178,45   Consultant Costs \$ 9,890,178,45   Project Management \$ 150,000,00   Planning \$ 16,000,00   Commissioning Agent \$ 46,000,83   Cost Estimating \$ 42,200,00   Energy Modelling \$ 12,000,00   Total Consultant Costs \$ 266,200,83   Site Development Costs \$ 266,200,83   Site Development Costs \$ 266,200,83   Energy Modelling \$ 14,300,00   Energy Modelling \$ 14,300,00   Energy Audit \$ 33,900,00   Energy Audit \$ 33,900,00   Energy Audit \$ 8,700,00   Energy Audit \$ 3,500,00	Purchase Price	\$ 650,000.00
Hard Costs \$ 9,200,166.00   Construction Management \$ 690,012.45   Total Hard Costs \$ 9,890,178.45   Soft Costs \$ 9,890,178.45   Consultant Costs \$ 9,890,178.45   Project Management \$ 150,000.00   Project Management \$ 160,000.00   Commissioning Agent \$ 442,000.00   Cost Estimating \$ 12,000.00   Energy Modelling \$ 12,000.00   Total Consultant Costs \$ 266,200.83   Site Development Costs \$ 14,300.00   Geotechnical Investigation \$ 34,000.00   Environmental Site Assessment \$ 33,900.00   Energy Audit \$ 8,700.00   Energy Audit \$ 8,700.00   Energy Audit \$ 3,500.00	Land-Related Legal Fees	\$ 6,500.00
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Soft Costs   Consultant Costs   Project Management \$ 150,000,00   Planning \$ 16,000,00   Commissioning Agent \$ 46,000,83   Cost Estimating \$ 42,200,00   Energy Modelling \$ 12,000,00   Total Consultant Costs \$ 266,200,83   Site Development Costs \$ 266,200,83   Site Development Costs \$ 266,200,83   Energy Modelling \$ 14,300,00   Geotechnical Investigation \$ 34,000,00   Environmental Site Assessment \$ 33,900,00   Energy Audit \$ 8,700,00   Energy Audit \$ 8,700,00   Energy Audit \$ 3,500,00	Construction Management	\$ 690,012.45
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Site Development Costs   BCA or Reserve Fund Study \$ 14,300.00   Geotechnical Investigation \$ 34,000.00   Environmental Site Assessment \$ 33,900.00   Energy Audit \$ 8,700.00   Designated Substances Survey \$ 3,500.00	Energy Modelling	\$ 12,000.00
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Energy Audit\$ 8,700.00Designated Substances Survey\$ 3,500.00	Geotechnical Investigation	\$ 34,000.00
Designated Substances Survey \$ 3,500.00	Environmental Site Assessment	\$ 33,900.00
	Energy Audit	\$ 8,700.00
Total Site Development Costs \$ 99,400.00	Designated Substances Survey	\$ 3,500.00
	Total Site Development Costs	\$ 99,400.00

Development Charges	\$ 222,963.00
School Board Fees	\$ 23,348.00
Construction Permit	\$ 20,000.00
Total Regulatory Requirement Costs	\$ 266,311.00
Administration Costs	
Legal Fees	\$ 25,000.00
Property Taxes	\$ 10,696.73
Organizational Admin Expenses	\$ 70,000.00
Total Administration Costs	\$ 105,696.73
Financing Costs	
Project Monitor	\$ 25,800.00
HST Rebate Setup	\$ 6,000.00
L/C Charges	\$ 2,400.00
Loan Application and Arrangement Fees	\$ 3,600.00
Cash-Funded Repayment Account	\$ 4,013.44
Bridge Financing Interest Account	\$ 3,769.81
Total Financing Costs	\$ 45,583.26
Total Soft Costs	\$ 1,037,154.96
Total Project Costs	\$ 13,561,869.10

# Appendix C - RAIC Basic Services of an Architect – Narrative Description

The following describes the basic services of the architect on a typical project:

#### Architect's Services

The architect's services consist of those services performed by the architect, the architect's employees, and the architect's consultants, set forth herein, and any additional services identified in the contract. They include the provision of normal structural, mechanical, and electrical engineering services by professional engineers when these consultants are engaged by the architect.

The architect's services include consultant coordination required to integrate all parts of the services.

#### Schematic Design Phase

The architect shall:

- 1. Review the program of requirements furnished by the client and characteristics of the site;
- 2. Review and comment on the client's construction budget in relation to the client's program of requirements;
- 3. Review with the client alternative approaches to the design of the project and the types of construction contracts;
- 4. Review applicable statutes, regulations, codes, and by-laws and, where necessary, review the same with the Authorities Having Jurisdiction;
- 5. Based on the mutually agreed upon program of requirements, schedule, and construction budget, prepare for the client's review and approval, schematic design documents to illustrate the scale and character of the project and how the parts of the project functionally relate to each other; and
- 6. Prepare and submit to the client an estimate of probable construction cost based on current area or volume unit costs.

#### **Design Development Phase**

Based on client-approved schematic design documents and agreed estimate of probable construction cost, the architect shall:

 Prepare for the client's review and approval: design development documents consisting of drawings and other documents appropriate to the size of the project, to describe the size and character of the entire project including the architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate;

- 2. Prepare and submit to the client for approval a revised estimate of probable construction cost; and
- 3. Continue to review applicable statutes, regulations, codes, and by laws as the design of the project is developed.

## **Construction Documents Phase**

Based on the client-approved design development documents and agreed estimate of probable construction cost, the architect shall:

- 1. Prepare, for the client's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project;
- 2. Advise the client of any adjustments to the estimate of probable construction cost, including adjustments indicated by changes in requirements and general market conditions;
- 3. Obtain instructions from, and advise the client on, the preparation of the necessary bidding information, bidding forms, conditions of the contract, and the form of contract between the client and the contractor; and
- 4. Review statutes, regulations, codes, and by-laws applicable to the design, and where necessary, review the same with the Authorities Having Jurisdiction in order that the client may apply for and obtain the consents, approvals, licenses, and permits necessary for the project.

# **Bidding and Negotiation Phase**

Following the client's approval of the construction documents and the latest estimate of probable construction cost, the architect shall assist and advise the client in obtaining bids or negotiated proposals, and in awarding and preparing contracts for construction.

# Construction Phase – Contract Administration

During the construction phase – contract administration, 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 and the construction contract documents;
- 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. Carry out the general/field review of the work;
- 7. Examine, evaluate, and report to the client upon representative samples of the work;
- 8. Keep the client informed of the progress and quality of the work, and report to the client defects and deficiencies in the work observed during site reviews;

- Determine the amounts owing to the contractor under the construction contract, based on the architect's observations and evaluation of the contractor's application(s) for payment;
- 10. Issue certificates for payment in the value proportionate to the amount of the construction contract, of work performed, and products delivered to the place of the work;
- In the first instance, interpret the requirements of the construction contract documents and make findings as to the performance thereunder by both the client and contractor;
- 12. Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the client or the contractor;
- 13. Render written findings within a reasonable time, on all claims, disputes, and other matters in question, between the client and the contractor relating to the execution or performance of the work, or the interpretation of the construction contract documents;
- 14. Render interpretations and findings consistent with the intent of, and reasonably inferable from, the construction contract documents; showing partiality to neither the client nor the contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- 15. Have the authority to reject work that does not conform to the construction contract documents, and whenever, in the architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- 16. Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work, as provided in the construction contract documents;
- 17. Prepare change orders and change directives for the client's approval and signature in, accordance with the construction contract documents;
- 18. Have the authority to order minor adjustments in the work that are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time;
- 19. Furnish supplemental instructions to the contractor with reasonable promptness, or in accordance with a schedule, for such instructions agreed to by the architect and the contractor;
- 20. Determine the date of substantial performance of the work;
- 21. Receive from the contractor and forward to the client, for the client's review, the written warranties and related documents;

- 22. Verify the validity of the contractor's application for final payment and issue a certificate of final payment; and
- 23. Prior to the end of the period of one year following the date of substantial performance of the work, review any defects or deficiencies that have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the work in accordance with the construction contract.

# Appendix D - Project Authority Matrix

	Development Audience	HRSPRO Executive Director	HRSPRO Development Committee	Project Management Consultant
Lobbying	F	L	Р	
Determination of Development Policies	Ρ	L	Ρ	F
Determination of Operations Policies	Ρ	L	Ρ	F
Site Selection	A/F	L	A/F	Р
Architect and Contractor RFP Preparation		A/F	F	L
Architect and Contractor Selection	1	L	А	Ρ
Selection of Minor Consultants	1	А	А	L
Contract Negotiation	I	A/P	A/P	L
Student Engagement	F	L	А	Р
Financial Projections and Estimates	F	F	F	L
Funding Applications	I	Р	I	L
Cost Tracking and Invoice Management		Ρ	I	L
Design Preparation	A/F	L	A/P	F
Rent-Up	F	L	Р	F

- Information Only (I) Receiving regular updates on the status of the task
- Providing Feedback (F) Providing advice/preferences on how a task is undertaken
- Providing Final Approval (A) Requiring authorization to complete a task in a specified manner
- Leading (L) Being the primary coordinator of a task
- Directly Participating (P) Working with the leader to complete the task as needed