

Schedule B - Miscellaneous Provisions

This schedule outlines miscellaneous provisions and conditions of engagement in addition to any other signed agreement between Client and Architect.

A. SCOPE AND SCHEDULE

The terms and conditions of this fee proposal agreement is scope dependent. Should the scope of the project change, Atelier 010110 Architecture & Urbanism Inc. - hereafter referred to as the Architect or 010110 (One One Ten) - is permitted to adjust the amount of compensation proportionally and require payment to appropriately reflect the new conditions in reference with the terms indicated in 'Schedule C' appended herein.

The terms and conditions of this fee proposal agreement is also schedule dependent. If the scope of the project changes, the Architect is permitted to make adjustments to the project schedule in order to fairly perform the work within a reasonable period of time and to the minimum duty of care required of a professional, as reflected by the new conditions.

B. INVOICING

Invoices are typically sent on a monthly basis and reflect a breakdown of progress by phase of the project for the duration of the work with payment due upon receipt. Should the design or production effort be interrupted due to late receipt of payment(s) or other circumstances, it will be necessary to adjust the schedule. At our discretion, late payment interest will be calculated and billed at the simple interest rate of 2 percent per month (24% annually) on the balance outstanding, commencing thirty (30) days after the due date of the invoice.

We specifically reserve the right to suspend or terminate services if payment is not received within the time period specified. We reserve the right to withhold diagrams, models, plans and documents from the review, signature or distribution process of the client to other parties if the account is not currently paid up to date.

C. REIMBURSABLE EXPENSES (DISBURSEMENTS)

Regular reimbursable expenses made in interest of the project will be expensed at cost plus a 10% administration fee and will be separately invoiced with back-up documentation as a separate 'Disbursements (DSB)' invoice. The Maximum Disbursements noted above includes an estimate of all eligible reimbursable expenses associated with the printing of formal submissions to the owner/client, other consultants or the contactor, reproduction, courier services, long distance phone charges parking, tolls, reproduction, postage and delivery and other miscellaneous costs that may arise for the duration of the project. Disbursements noted in our proposal are an anticipated maximum allowance budgeted and unlikely to be entirely utilized.

Mass reproduction of construction documents for tender or construction purposes are not accounted for in the Disbursements above and should be budgeted for by the client. Should the client request multiple tender and construction documents be printed on their behalf, they will be invoiced separately at cost plus a 10% administrative service charge.

Travel costs beyond the City of Lethbridge will be billed at the CRA market rate of \$0.55 per kilometer as they occur by vehicle. To minimize disbursement fees for team members originating beyond Lethbridge, we will endeavour to limit all overnight stays and travel expenses for car rentals and accommodations for all in-person meetings we have considered.

D. TERMINATION

In the absence of any other agreement or contract, services may be terminated at any time by either party by giving written notice to the other party. Professional fees earned to the point of termination will be compensated as per the terms of this Proposal/Agreement. Disputes, if any, shall be resolved through Arbitration or Mediation. In case of termination, completed designs, drawings and documents produced by the architect as instruments of service shall be made available for use by the owner with the proviso that the architect will bear no responsibility involved with any future use, change or modification of these instruments without use of the Architect's services.

E. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Owner agrees to limit the Architect's professional liability for Owner's damages to the Architect's professional fee. This limitation shall apply regardless of the cause of action or legal theory plead or asserted.

F. COPYRIGHT and LICENSE FOR USE:

All documents produced for this project are both instruments of service and the intellectual property of Atelier 010110 Architecture & Urbanism Inc., who shall retain full copyright and ownership of the design. The Client has license to use the instruments of service (drawings, specifications, documents) as created for the purpose of constructing this project only. Such license is non-transferable without further consideration paid to the Architect by way of a subsequent release and written agreement by the Architect.

Please initial and date this page to acknowledge acceptance of these Terms and Conditions: _____
(dd/mm/yr)



architecture works!

G. PHOTOGRAPHY and MARKETING:

Atelier 010110 Architecture & Urbanism Inc. and the firm's representatives retain the right to take photographs of the property before, during and after construction - both as tools for design and as a visual record. Such photographs may be taken by the Architect's representatives and used for marketing and promotional purposes. In addition, all sketches, drawings and/or models - physical or virtual - created by the Architect for this project may also be used by the Architect for any promotional purpose.

Promotional purposes are understood to include, but not limited to: advertisements, blog posts and project profiles featured on the Architect's website, media releases or social media feeds (such as Instagram, Twitter, Facebook, etc.), promotional brochures, portfolios, or any print and electronic articles and media publications. Neither the Owner's name, construction value, nor exact address of the client's property shall be communicated by the Architect without the express written permission of the Owner.

H. ARCHITECT'S PROJECT SIGNAGE

Atelier 010110 Architecture & Urbanism Inc. retains the right to post a modest (2400mm X 1200mm or less) construction sign identifying the firm as an author to the design being constructed at the property for the interval of construction. The sign will identify 'One One Ten' as the architect of record for the project and display the firm's branding message(s) and contact information as a part of the Architect's marketing plan. The sign may be moved as necessary to facilitate construction activity by the contractor. The sign shall not be removed or obstructed until the construction of the project is completed.

I. CURRENCY OF FEE PROPOSAL

This proposal will remain in effect for a period of not more than thirty (30) days from the effective date of the fee proposal letter. After that time, we reserve the right to review and revise our fee proposal and billing rates in accordance with potential changes in scope, or our operating overhead costs and profit/risk margin.

J. EXCLUDED SERVICES

In conformance with the standard of care and practices of the architecture profession, and to provide clarity of scope, please note that the service packages described do not comprise the following value added services or activities, unless stated otherwise:

- Professional land survey or geotechnical engineering;
- Soils or Environmental mitigation services including the preparation of reports, testing, inspections and related fees;
- Resolving any existing Notices of Violation on the property;
- Site or Topographical Survey;
- Landscape Architecture or exterior land or parking design services;
- PassiveHaus, Living Building Challenge, Wellness or LEED Facilitation and submittal preparation;
- Cost estimating or Detailed Bids (via professional quantity surveyor or general contractor);
- Costs derived from application filing or expediting fees on behalf of the owner for a building permit with the Authority Having Jurisdiction (AHJ - City/County or contracted representative);
- Municipal Planning Variances, Design Review, Re-zoning applications, presentations or market studies;
- Responding to any plan review/examination comments from the AHJ ('Essential' Architectural Service Package only).
- Extensive site selection or analysis, economic feasibility studies or building condition or functional facility assessments;
- Printing or reproduction costs associated with milestone phase or presentation drawings, construction documents and project specifications;
- Promotional architectural visualization (high quality realistic 2D hand or computer generated virtual renderings and physical models);
- Professional architectural photography; or
- Appliance, Equipment, Furniture, Accessory or Artwork selection.

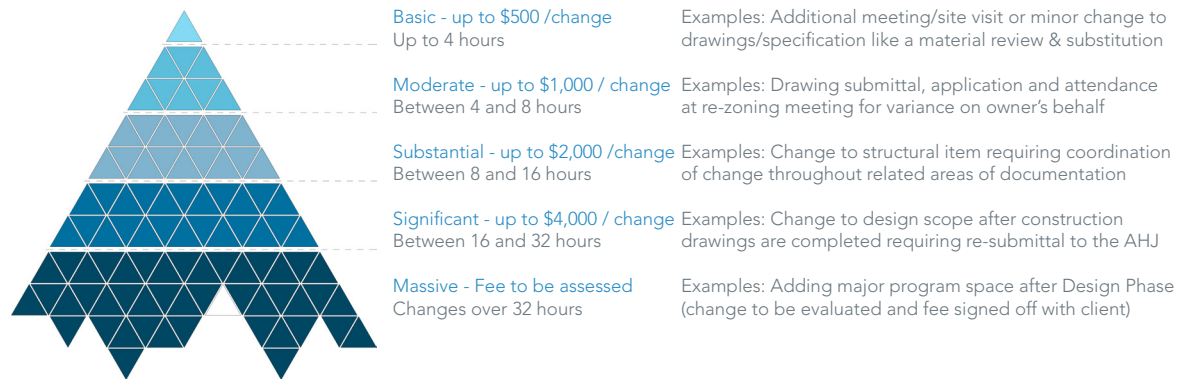
Services excluded from this proposal listed above can be arranged or provided as an Additional Service, as required.

Schedule C - Additional Services

This schedule outlines our conditions of engagement for adjustments to fees following changes in scope or requests for additional services.

A. CHANGES IN PROJECT SCOPE

Atelier 010110 Architecture & Urbanism Inc. - hereafter referred to as the Architect or 010110 (One One Ten) - reserves the right to require Additional Services if the scope of any element of the preceding work is yet unknown or not under our direct control. Should additional services be necessary due to a change in scope or time allotted tasks, we will proceed with our service(s) upon written approval.



Further examples of additional services are noted below:

- Meetings with Client or AHJ or Site Visit
- Considerations or investigations for design changes once designed
- Design Revisions during Construction
- Pre-purchase Property Assessments
- Measured Drawings (of existing conditions by field measurement)
- Obtaining geotechnical or other engineering assessments
- Building Condition Assessment
- Constructing physical or digital 3D models
- Architectural Visualization (3D physical model or digital images)
- Additional Schematic Design Option(s)
- Design Revisions during Construction Documentation
- Planning Approvals (Document Submission and Review Process)

B. SCHEDULE OF BILLING RATES FOR PROFESSIONAL ARCHITECTURAL SERVICES

Listed below are our effective hourly rates for personnel providing competitive professional architecture services in the southern Alberta marketplace. As may be preferred, the following hourly rates can be executed to address changes in scope as per the following schedule:

Principal Architect	\$215.00 / hr.: when performing design services; \$255.00 / hr.: when performing the services of a principal, generally; \$290.00 / hr.: when performing architectural services of special expertise; \$450.00 / hr.: when performing services as an arbitrator or expert witness.
Associate Architect	\$175.00 / hr.
Design / Project Architect	\$165.00 / hr.
Contract Administrator	\$150.00 / hr.
Specification Writer	\$135.00 / hr.
Architect; Intern	\$130.00 / hr.
Urban Planner	\$145.00 / hr.
Licensed Interior Designer; Senior	\$135.00 / hr.
Architectural Technologists; Senior / Job Captain	\$135.00 / hr.
Licensed Interior Designer; Intermediate	\$115.00 / hr.
Environmental Designer	\$125.00 / hr.
Architectural Technologists; Intermediate	\$115.00 / hr.
Interior Designer; Intermediate	\$105.00 / hr.
Architectural Technologists; Junior	\$ 90.00 / hr.
Graphic Design / Photography / 3D Modelling	\$ 95.00 / hr.
Administrative Staff / Accounting	\$ 75.00 / hr.

Written notification will be given fifteen (15) days prior to the effective date of any such change in billing rates. Principal rates are expected to apply to services which require the highest level of skill only, delegating lower skill level tasks to appropriate personnel.

Please initial and date this page to acknowledge acceptance of these Terms and Conditions: _____ (dd/mm/yr)