

APPENDIX A

TERMS OF ENGAGEMENT

PROPOSAL: Long House Revitalization
CLIENT/OWNER: Stz'uminus First Nation

1. GENERAL

Scott Kemp Architect (the Consultant) shall render the Services, as specified in the attached Scope of Services, to the client for this Project in accordance with the following terms of engagement.

For Architectural Services this proposal references and is subject to Canadian Standard Form of Agreement between Client and Architect Document Six and as required by the Architectural Institute of British Columbia (AIBC). This proposal is in compliance with the AIBC Bylaws, including especially (but not limited to) Bylaw 28: Professional Engagement and Bylaw 34.16: Tariff of Fees for Architectural Services, and the Code of Ethics.

2. COMPENSATION

Charges for the services rendered will be invoiced on a monthly basis on a Fix Fee. Notify Scott Kemp Architect of any errors or omissions regarding invoices within ten (10) days of the billing date. Invoices are to be paid in full within thirty (30) days of the billing date. Interest will be charged retroactively at a rate of 2% per month on the amount overdue. All charges will be payable in Canadian funds.

Disbursements as listed will be charged at cost plus an administrative fee of 10%:

- Vehicle mileage as per current CCRA rates.
- Courier, printing, copying and plotting costs.
- Cost of travel and subsistence outside of the Lower Mainland.
- Long distance telephone and facsimile charges and mobile phone usage at \$.20 per minute.
- Film, developing and processing costs for job-related photography.
- Project promotional material, perspectives, renderings, models, etc.
- Permit fees.
- Parking.
- Job specific equipment.
- Miscellaneous direct project charges.

Additional services and scope changes requested or required during the project will be charged for in accordance with the Preferred Hourly Rate Schedule, adjusted annually, as listed below:

Partner	\$210.00
Project Director / Senior Associate Architect/Engineer	\$175.00
Senior Architect/Engineer/Project Manager	\$165.00
Intermediate Architect/Engineer/Project Manager/Senior Technologist	\$140.00
Senior Project Coordinator	\$140.00
Project Coordinator/Intermediate Technologist/Junior Architect & Engineer	\$125.00
Technologist/CADD	\$70.00
Project Assistant	\$65.00
Support	\$50.00

The above rates include all employee's wages, payroll burdens, company overhead and profits, but do not include applicable taxes.

3. TRAVEL TIME

Travel time during normal working hours that is related to the Project shall be chargeable as time worked. Travel time outside normal working hours that is related to the Project shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.

4. PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time, date and location in which the Services were performed.

5. LIMITATION OF LIABILITY

Scott Kemp Architect carries Professional Liability Insurance with a limit of liability of \$2,000,000.00 for each and every claim and \$2,000,000.00 aggregate

The Consultant shall not be responsible for:

- a) the failure of a contractor retained by the Client, to perform the work required in the Project in accordance with the applicable Contract Documents;
- b) any damage to subsurface structures and utilities;
- c) any Project decisions made by the client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- d) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- e) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client.

6. DOCUMENTS

Documents prepared for this project are an instrument of service and remain the property of the Consultant / licensed Professional of Record ("PR"). All information shown on drawings is copyright material and is for use on the named project only, and may not be used or reproduced in any way without written permission from the PR. All approved reproductions of this drawing shall bear the individual firm names.

7. FIELD SERVICES

Field Review services are defined as those that the "Coordinating Registered Professional" in his professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by the registered professional for whom the building permit is issued.

8. LIEN ACT OBLIGATIONS

For purposes of British Columbia Builder's Lien Act sequential lien holdback release the Payment Certifier for Substantial Performance of all sub-trade contracts shall be the General Contractor and the Owner/Client. The Consultant shall only certify payment as it relates to Builder's Lien Act Legislation under the Owner/Contractor Agreement (i.e. CCDC 2 agreement).