



DEPARTMENT OF FACILITIES MANAGEMENT

PRIME CONSULTANT'S AGREEMENT

CAPITAL PROJECTS

PRIME CONSULTANT'S AGREEMENT

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MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Department of Facilities Management

Prime Consultant's Agreement

THIS AGREEMENT made in duplicate on the _____ day of _____.

BETWEEN: Memorial University of Newfoundland

AND: _____

Hereinafter called the "Prime Consultant:" of the second part.

WHEREAS: The Owner intends to Design and Construct:

referred to hereinafter as "the Project".

NOW THEREFORE: This Agreement witness that in consideration for the mutual covenants and Agreements contained herein and subject to the terms and conditions hereinafter set out the Parties agree as follows:

1. DEFINITIONS

- 1.1 The "Work" means the provision and the execution of those services for which the Prime Consultant has been engaged by the Owner.
- 1.2 The "Project" is the total construction of which the construction performed under the Contract Documents may be the whole or a part.
- 1.3 The "Prime Consultant" means the person(s), firm(s) or corporation(s) identified as such in this Agreement or their authorized representative(s), as designate in writing and referred to throughout the Contract Documents as the Engineer/Architect.
- 1.4 A "Subconsultant" means the person(s), firm(s) or corporation(s) contracting with the Prime Consultant to perform a part or parts of the work included in this Agreement.
- 1.5 The "Owner" means Memorial University of Newfoundland.
- 1.6 "University Representative" means the person(s) designated by the Owner to carry out, on behalf of the Owner, all or any functions authorized or permitted to be performed by the Owner or on their behalf under this Agreement and includes all person(s) named by such designee to perform specific functions.
- 1.7 The "Contractor" means the person(s), firm(s) or corporation(s) contracting with the Owner to provide labour, materials and equipment for the execution of the Project.
- 1.8 The "Contract" is the Agreement between the Owner and the Contractor for the provision of the labour, materials and equipment for the execution of the Project by the Contractor.
- 1.9 The "Contract Documents" consist of the executed Agreement between the Owner and the Contractor, the General Conditions of the Contract, the Drawings and such other documents as are identified in the Contract Agreement and the General Conditions as constituting part of the Contract Documents.
- 1.10 The "Cost of the Project" shall mean the cost to the Owner of the Project and approved additions thereto for which the Prime Consultant performed or will perform services.

The Cost of the Project shall be the lowest bonafide tender received and accepted from qualified bidders for the construction and completion of the Project, or the approved Construction Cost Budget, whichever cost identified is the lower.

Without limiting the generality of the foregoing, costs of the Project shall not include:

- (a) Land acquisition costs and legal fees
- (b) Prime Consultant's and Engineering Consultants' fees
- (c) Special Consultants' fees

- (d) Reimbursements
- (e) Project Management and/or Construction Management fees and costs
- (f) Delay Claims
- (g) Design Errors
- (h) Owner-supplied Equipment
- (l) Direct payment by the Owner to authorities having jurisdiction
- (j) Salary of a Clerk-of-Works or other residential supervisory or inspection staff
- (k) Harmonized Sales Tax.

The approved "Construction Cost Budget" may be adjusted in accordance with the changes in the latest "Statistics Canada Construction Price Index" and as adjusted for local conditions from the date of the approved budget. No adjustment will be allowed in the portion of the fees attributed to design after the presentation of the final working drawings and specifications.

- 1.11 "Payroll Costs" means the cost to the Prime Consultant of any person(s) employed by them or by the Prime Consultant's Subconsultant(s) as a staff member including principals employed as staff members and may include an amount for salary, statutory holidays, vacation with pay, unemployment insurance premiums, where applicable, Workers' Compensation contributions, pension plan contributions, sick time allowance and other standard employee benefits.
- 1.12 "Substantial Performance of the Project" has a similar meaning to that defined in the Mechanics Lien Legislation of the Province of Newfoundland.
- 1.13 "Total Performance of the Project" shall mean when the entire construction to be performed under the Contract Documents has been completed and is so certified by the Engineer/Architect.

2. THE OWNER'S RESPONSIBILITIES

2.1 Site Survey Information

The Owner shall furnish or reimburse the Prime Consultant for procuring an accurate survey of the Project site.

The site survey will include all information required for the setting out of the Project, existing grades and lines of streets, pavements, curbs, sidewalks, manholes, catch basins, invert elevations, location of all underground sanitary sewer, storm sewer and water supply pipelines, above and underground electrical and other public utilities,

adjoining properties, existing buildings and other structures, restrictions, easements, boundaries and topography of/or affecting the building site.

When the Prime Consultant has been authorized to employ a surveyor, it shall be their responsibility to determine that all necessary data concerning the site conditions will be supplied by the surveyor. Where the Owner supplies the Prime Consultant with site information, it will be the responsibility of the Owner to review pertinent details.

In either case, the responsibility of data accuracy remains with the surveyor.

The Prime Consultant will not be required to exhaustively check a legal survey supplied by the Owner other than to review field locations.

2.2 Soils Survey Information

The Owner shall furnish or reimburse the Prime Consultant for procuring a soils survey. When the Prime Consultant has been authorized to employ a soils consultant, it shall be their responsibility to determine that all of the necessary information has been supplied.

Where the Owner supplies the Prime Consultant with a soils survey, it will be the responsibility of the Owner to review pertinent details. The Prime Consultant will not be required to exhaustively check a soils survey supplied by the Owner.

In either case, the responsibility of data accuracy remains with the soils consultant.

2.3 Owner's Decision

The Owner shall give due consideration to all sketches, drawings, specifications, tenders, proposals, contracts and other documents laid before them by the Prime Consultant, and wherever prompt action is necessary, they shall inform the Prime Consultant of their decisions in such reasonable time as not to delay the work of the Prime Consultant.

2.4 Owner-Furnished Information

The Prime Consultant shall not be responsible for costs or damages arising from errors or omissions in the provision of any Owner-furnished information.

3. **PRIME CONSULTANT'S SERVICES**

3.1 Functional Program Development and Advisory Services

The Prime Consultant shall provide such additional services as may be required. Generally, these services shall be carried out on the basis of a negotiated fee arrangement and shall be incorporated under Article 8. **FEES 8.2 Additional Services.**

3.2 Concept/Schematic Design (Basic Service)

The Prime Consultant shall investigate and review the program and prepare schematic design studies consisting of drawings and other documents setting forth the general concept and functional requirements of the Project, identifying the fire and life safety and code issues and identifying the design criteria for the various systems.

These studies shall be summarized with recommendations in a Concept Design report to the Owner. Such a report shall include a Class 'D' budget and planning time schedule as herein required.

3.3 Design Development (Basic Service)

Upon the Owner's selection of a definite scheme, the Prime Consultant shall develop preliminary drawings and outline specifications which shall clearly define the design concept in terms of siting, functional planning, layouts, elevations, appearance and character, construction and materials as well as structural, mechanical and electrical systems.

Upon completion of the preliminary functional plans and routine specification, the Prime Consultant will provide the Owner with a Class 'C' elemental cost estimate. An approved budget for future expenditure on the Project will be developed and based on this estimate. An approved construction cost budget is defined as the latest budget which has been approved in writing by the University or its authorized representative. The Prime Consultant will prepare from the foregoing a "Design Development Package" and will submit five (5) copies for formal approval.

3.4 Construction Contract Documents (Basic Service)

Upon the University Representative's written notification to proceed, the Prime Consultant shall prepare working drawings and specifications providing details required for tendering, construction and completion of the Project.

The Prime Consultant shall keep the Owner or their appointed representative at all times informed of any conditions or changes affecting the general process, the "Time Schedule" or the "Cost of the Project" and provide progress drawings when required. They shall find solutions and make all changes to ensure completion of the work within the requirement of the approved preliminary design and budget and as expressed in the intent of this Agreement.

The Prime Consultant shall submit 90% complete contract documents, with a Class 'B' estimate, to the University's Representative for review.

Furniture layouts will be prepared for all areas, based on the applicable University standards.

The Prime Consultant shall submit to the Owner for approval the final working drawings and specifications and the pretender report which shall include the Prime Consultant's final, Class 'A' estimate.

3.5 Bidding and Construction Contract Award (Basic Service)

The Prime Consultant will prepare a draft of the tender in accordance with the University's requirements. The University will advertise the work and will convene and administer a tender opening board.

The Prime Consultant will provide the Owner with up to three (3) sets of plans and specifications within the basic fee structure. Any required reproductions above this amount will be reimbursed by the Owner at cost. The Prime Consultant will dispense plans and specifications and addenda thereto and will administer the Project during the tender period. The Prime Consultant will prepare such addenda as is necessary during the tender period. They will advise the University Representative on all requests for "alternate approvals" of equipment and materials.

Addenda to the tender documents will be issued by the Prime Consultant to reach Bidders prior to the tender closing as stipulated in the "Instructions to Tenderers" section of the General Conditions.

The Prime Consultant will, in cooperation with their Subconsultants, analyse the Tender Documents and provide the Owner with a written recommendation based on their review within one (1) week of the tender opening.

The University will, during the tender validity period, accept or reject the tender in a letter(s) to the tenderer(s). A copy of such letters will be sent to the Prime Consultant.

3.6 Construction Contract Administration (Basic Service)

The Prime Consultant will provide for the administration and supervision of the Contract in the Prime Consultant's office and at the job site.

The Prime Consultant will keep detailed records of all aspects of the Project relating to the administration and supervision of the work.

The Prime Consultant will prepare, within two (2) weeks prior to tender, detailed administrative instructions to be submitted to the Owner for approval. Such administrative instructions, when approved, will be issued to the parties concerned by the Prime Consultant, and such procedures will be followed by those concerned until the completion of the Project. The procedures will cover, but will not necessarily be limited to, correspondence, progress claims, final acceptance certificates, job meetings, as-built drawings, etc.

The Prime Consultant will provide general supervision and inspection of the Project to determine that its construction is in accordance with the working drawings and specifications. The Prime Consultant must have on their staff suitable and experienced

field supervisory personnel who will be designated as responsible for the contract administration of the Project. Such staff will be subject to the approval of the Owner.

The Prime Consultant's designated field representatives shall make regular visits to the site to determine if the work is proceeding in general accordance with the Contract Documents. The frequency of such visits shall be determined by the Prime Consultant; however, in no case shall it be less than three (3) weeks even where there is constant representation on the job.

During such visits, the Prime Consultant will prepare a site visit report and deficiency list for the Project and will determine whether all deficiencies have been addressed in accordance with the Contract Documents. Copies of such lists will be forwarded to the Owner indicating what action has been taken.

The Prime Consultant will submit monthly reports to the University Representative in narrative form, summarizing the progress of the Project construction together with suitable digital photographs of the Project.

The Prime Consultant and/or their Subconsultants shall review all testing results called for under the Contract Documents. The Prime Consultant will notify University groups in advance of such tests. A minimum of one (1) week's notification is desired.

It is intended that "as-built" information from the Project, as provided by the General Contractor, be transcribed to the original drawings and a set of documents be provided to the Owner in a form suitable for reproduction. The Owner will also be provided with this information on suitable electronic data processing disks. The Prime Consultant will transfer this "as-built" information in the form requested by the Owner. The cost of the Prime Consultant's staff in the preparation of the as-built reproducible information will be part of the Prime Consultant's fee for basic services.

The Prime Consultant will prepare a Total Performance Certificate for issuance to the Contractor when the deficiencies have been completed, and all payments will then be made in accordance with the Contract Documents. The Total Performance Certificate, in order to be valid, will require the signatures of the Prime Consultant, the Contractor and the Owner.

The Warranty Period will commence from the date of issuance of the Substantial Performance Certificate. The Prime Consultant will carry out any inspections at the request of the Owner during the Warranty Period provided for in the Contract Documents to determine that the Contractor has remedied all defects and failures and, when satisfied, to certify in writing to this effect.

The Prime Consultant will provide the University with a post-construction evaluation of the building and building services and cost analysis.

3.7 Design Schedule (Basic Service)

The Prime Consultant will submit for the approval of the Owner, as soon as reasonably possible after appointment, a detailed time schedule for the performance of their services on the Project. The Prime Consultant must submit their schedule within thirty (30) days after the appointment.

The Prime Consultant will request that Project meetings with the General Contractor, their Subcontractors and Suppliers are called and held when necessary and attend all such meetings with their Consultants and see that copies of the minutes are forwarded to the Owner. Such meetings shall be held not less than once a month and notification to the parties concerned shall be given not less than one (1) week in advance.

The Prime Consultant shall examine and approve promptly any samples, schedules, shop drawings and other submissions for compliance with the requirements of the Contract Documents, and they will prepare and issue large scale and full size detail instructional drawings as may be necessary for the proper execution of the Project.

The Prime Consultant will prepare and issue change orders as approved by the University.

Based on the Prime Consultant's observations on the site, they will recommend to the Owner any payments due to the Contractor for construction on the Project.

As supplemented in Article **9. SPECIAL CONDITIONS**, the Prime Consultant will organize through the Contractor and their major Subcontractors and Suppliers a complete commissioning of all of the components of the work to determine that the various parts are operating in the manner as intended by the Contract Documents. The Substantial Performance Certificate will not be issued until the final commissioning of the work has been successfully completed and so certified by the Prime Consultant.

Prior to the occupancy by the Owner or User, the Prime Consultant shall prepare a Substantial Performance Certificate for issuance to the Contractor. Included with the certificate will be a final deficiency list. The certificate must also indicate in the form of a Statutory Declaration provided by the General Contractor that all payments have been made by the General Contractor to their Suppliers and Subcontractors with the exception of monies that are being withheld in accordance with the Mechanics Lien Act or to satisfy deficiencies. Such a certificate, to be valid, will require the signatures of the Prime Consultant, the Contractor and the Owner.

Upon issuance of the Substantial Completion Certificate for the construction contract, provide a complete set of the contract drawings revised to record all changes "as-built".

If a change in the approved schedule becomes necessary, the Prime Consultant must submit a report to the Owner and obtain approval for any change in the agreed schedule.

3.8 Cost Control (Basic Service)

The Prime Consultant will adhere to the approved construction cost budget during the preparation of the final working drawings and specification. This is to be substantiated by a final, Class 'A' elemental cost analysis prepared by the Prime Consultant and presented with the final tender documents.

If at any time the Prime Consultant considers their estimates indicate cost which exceed the construction budget limits, they will immediately advise the University Representative. If, in the opinion of the University Representative, the excess is due to design cost factors or matters under the control or reasonably foreseeable by the Prime Consultant, the University Representative may require the Prime Consultant, at their expense and at no additional cost to the Owner, forthwith to do everything by way of revision of design to bring the cost estimate within the said limits.

If the lowest tender for the Project or any part or phase for which the Prime Consultant has prepared the design(s) or estimate(s) exceeds the approved estimate for reasons which, in the opinion of the University Representative, the Prime Consultant should have foreseen and could have guarded against, the Prime Consultant, at their own expense and at no additional cost to the Owner, will, if required by the University Representative, do everything necessary including redesign to bring the cost of the tendered work within the limits stipulated.

3.9 Subconsultants (Basic Service)

The major Engineering Consultants to be engaged by the Prime Consultant for work on the Project will be subject to the approval of the Owner (i.e. Mechanical, Electrical, Civil and Structural). The Prime Consultant will pay for these services out of their basic fee. Engineering consultants that are substituted from those identified on a proposal or not identified at the time of contract signing shall be subject to the approval of the Owner.

3.10 Resident Construction Supervision

Particular aspects of a Project may indicate the requirement for additional on-site supervision, e.g., structural steel or concrete full-time supervision and inspection.

In such a case, in addition to the general supervisory services provided by the Prime Consultant, the Owner may approve a residential full-time representative on the Project in order to further ensure that the Project is constructed in accordance with the terms and conditions of the Contract Documents. Resident supervision does not take the place of any professional responsibilities to witness tests, review work, review submittals and comment on the work of the General Contractor.

Continuous Resident Supervision and Inspection Staff will compile and preserve up-to-date records of execution of the Project including measurement of qualities/ quantities of material used showing also the mode and location of use and inspect the Project continuously while the construction is in progress. Such inspection staff must be experienced and qualified and acceptable to the University Representative.

Resident Supervisory Staff will, as necessary, arrange for and witness tests and evaluations of Project materials and equipment, maintain and keep available for examination by the University Representative a continuous daily record showing the number of persons and items of equipment from time to time employed in connection with the Project by the Contractor, provide all other information and advice necessary to assess the progress, determine the causes of any delays, and verify the claims and examine and verify any payment claims due to the Contractor for the progress of the construction on the Project.

A Clerk-of-Works acceptable to both the Owner and the Prime Consultant may be engaged by either the Owner or Prime Consultant at the discretion of the Owner. Their salary shall be approved and paid by the Owner.

The above services, if required, shall be carried out on the basis of a negotiated fee arrangement which shall be incorporated into Article 8. **FEES 8.2 Additional Services.**

3.11 Special Consulting Services

The Prime Consultant may engage, with the approval of the University Representative, such Special or Technical Consulting Services on a particular aspect of the Project as may be warranted. Payment for such services will be as covered in Article 8. **FEES 8.2 Additional Services.** The Prime Consultant shall be responsible for the direction and coordination of all consultants engaged by or through them and for the satisfactory completion of all work assigned to them.

3.12 Professional Liability Insurance

Prior to signing this Contract, the Prime Consultant shall supply to the Owner written proof of coverage of:

(a) Damages resulting from errors or omissions in the work provided by the Prime Consultant or any of their Subconsultants; and

(b) Public Liability.

Professional Liability Insurance coverage shall be in the amount of
\$_____.

The Prime Consultant shall be fully responsible for all amounts "deductible" from this value by their Insurer. This insurance shall be in effect up to the expiry of the General Contractor's warranty on the completed work.

The Insurer shall be represented by an insurance agency licensed to do business in the Province of Newfoundland and Labrador.

3.13 Errors and Omissions

The total cost resulting from design errors attributable to negligence on the part of the Prime Consultant or their Subconsultants will be the responsibility of the Prime Consultant.

Notwithstanding the proceeding paragraph, the cost of design omissions attributable to negligence on the part of the Prime Consultant or their Subconsultants will be paid by the Owner providing the cost of such design omissions does not entail removing materials or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

4. **PRIME CONSULTANT'S ACTIONS AND DECISIONS**

The Prime Consultant acknowledges that they have had adequate discussion and access to sufficient information to enable them to undertake the services contracted for within the cost limits stipulated for the Project.

The Prime Consultant agrees to act promptly on all matters requiring an action or decision on their part affecting the design, construction or administration of the Project.

The Prime Consultant acknowledges that regulatory codes and standards applicable to the work will be met and that approvals for the regulatory authorities for the design, drawings and specifications will be received prior to tendering.

No acceptance or approval by the University Representative, whether expressed or implied, shall be deemed to relieve the Prime Consultant of their professional or technical responsibility for the plans, drawings, calculations or other material prepared or assembled by the Prime Consultant.

The Prime Consultant is encouraged to specify local materials when the materials are: available; of satisfactory quality and competitive in cost.

If the Prime Consultant does not promptly comply with or fails to meet the requirements of the University Representative, the work may be taken out of the Prime consultant's hands and, without prejudice to the Owner's rights at law or elsewhere in this Agreement, the University Representative may take all such action as they consider necessary for the prompt and economical completion of the Project.

5. **PROJECT DESIGN STAFF**

The Prime Consultant shall retain or employ professional staff licensed to practice in the Province of Newfoundland and Labrador by their respective professional associations.

At the request of the University, the Prime Consultant will provide the Owner with a list of their employees and those of their Subconsultants who will be assigned to the Project. The list will

include the classification of each employee and the salary paid. The Purpose of such lists will be to assess the Prime Consultant's staff for the Project and to establish rates for payments should the work be abandoned or postponed by the Owner. The Prime consultant will notify the University Representative for any additions or changes.

6. PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT

The Owner may elect to retain a project manager or a construction manager to carry out the work of this Project. On this basis the Owner reserves the right to renegotiate the duties of the Prime Consultant and the commensurate fee. The fees and expenses of a project manager will not be included as a part of the Prime Consultant's fee.

7. REIMBURSABLE EXPENSES

The Prime Consultant, their Subconsultants and Special Consultants shall be reimbursed at cost for certain Project expenses that are properly authorized by the University Representative and supported by voucher. In general, these reimbursable expenses properly incurred in connection with the Project are travel, accommodations, meals, long distance telephone calls, telegrams and reproduction costs of the Tender Documents beyond three (3) sets.

Where travel expenses have been incurred by the Prime Consultant, their Subconsultants or Special Consultants, the reimbursement shall be made in accordance with the University's latest "Travel Regulations for Consultants", a copy of which will be made available to the Consultants.

8. FEES

8.1 Basic Services

Unless otherwise agreed to in writing, the Prime Consultant's fee for basic services shall be established as a percentage of the Cost of the Project as defined in Article 1. **DEFINITIONS** 1.10. The fee shall be _____ percent of the "Cost of the Project". If the fee conforms with the APEGN/NAA Joint Schedule of Fees, indicate category and division in the blank space provided:

_____.

The Cost of the Project is \$ _____.

Where basis fee quotations are in accordance with the sliding scale percentages, the percentage may increase or decrease in proportion to the "Cost of the Project" for the approved division and category on that scale.

Coordination fees, if any, are to be incorporated into the basic percentage fee.

No adjustment will be allowed in the portion of the fees attributed to design after the presentation of the final working drawings and specifications.

It is agreed by the parties hereto that accounts payable under this Agreement shall be payable only when the work has been performed to the satisfaction of the Owner within the cost limit established by the Agreement, and any payment in respect of a phase or part of a phase shall not be deemed a waiver of the Owner's rights of set-off at law or under this Agreement for costs of expenses arising from default or negligence of the Prime Consultant, their Subconsultants or Special Consultants.

8.2 Additional Services

8.3 Payments

The fee shall be broken down and payments made in a manner hereinafter outlined:

(a) Upon approval of the Concept Design Stage:

.15 x Fee % x "Cost of the Project "

(b) Upon completion of the Design Development Stage:

.15 x Fee % x "Cost of the Project"

(c) Upon completion of approved Construction Contract Documents suitable for tendering purposes and pre-tender estimate:

.40 x Fee % x "Cost of the Project"

(d) Upon completion of the Bidding and Construction Contract Award:

.05 x Fee % x "Cost of the Project"

(e) Construction Contract Administration

.25 x Fee % x Net Regular Certified Monthly Progress Claims

10. RIGHT OF AUDIT

The Prime Consultant will keep and maintain accurate time sheets and cost invoice records of their services performed under this Agreement including services performed on their behalf by a Subconsultant and, when required, make such material available for inspection and audit.

11. COPYRIGHT

All surveys, reports drawings, calculations, design, plans, specifications and other digital or hard copy data compiled and collected in connection with the Project are the property of the University and the copyright therein vests in the University. The Consultant may retain one (1) complete set of the above-described material for their records. The University will make available their originals to the Consultant for all proper and reasonable purposes for a period of five (5) years following the completion or termination of the Consultant's services under this Agreement.

12. INDEMNITY

The Prime Consultant will indemnify and save harmless the Owner from and against all claims, losses, damages, costs actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act or omission of the Prime Consultant, their servants or agents or persons for whom they have assumed responsibility in the performance of this Agreement and will, at the request of the Owner, maintain a policy of insurance acceptable to the Owner, indemnifying against professional negligence.

The Prime Consultant's liability to indemnify or reimburse the Owner under this Agreement shall not limit prejudice the Owner from relying on the provisions of applicable legislation.

13. AGREEMENT

This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.

This Agreement may not be assigned in whole or in part without the consent of the Owner.

The laws of the Province of Newfoundland and Labrador shall govern this Agreement.

The Owner may terminate this Agreement in writing and the Prime Consultant will take steps to immediately reduce their cost and expenses in connection with the work.

In the event of termination, the Owner will pay and the Prime Consultant will accept in full settlement of all claims an amount calculated for the Phase or a proportionate part thereof based on the work performed together with such further amount as will, in the opinion of the Owner, compensate the Prime Consultant for reasonable expenses continuing after the date of termination.

All communication on the Project from the Prime Consultant to the Owner after the award of the Commission shall be directed to the University's designated representative on the Project to the following address:

Department of Facilities Management
Memorial University of Newfoundland
St. John's, NF
A1C 5S7

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Witness (Signature)

Owner (Signature)

Witness (Print Name)

Owner (Print Name and Title)

Witness (Signature)

Prime Consultant (Signature)

Witness (Print Name)

Prime Consultant (Print Name and Title)