OAA 800

2021

Version 1.0, Sept. 2022

MS Word Contract Attachment Templates

**Copyright Notice**

This document is copyrighted by the Ontario Association of Architects (OAA). All rights reserved.

This document may be used and reproduced by members of the OAA without charge for as long as the document remains available and published on the OAA Website. For further clarity, this document, if available, will be found online at: [OAA Documents and Publications](https://oaa.on.ca/knowledge-and-resources/documents-and-publications?subcat=5899163d-1667-4d75-b725-feb97e2507eb&subcat=075834d6-2c18-407b-936a-8086d7297f60&subCatsCount=0&QueryExpr=600&cats=Documents).

The editable templates contained in this document are provided for the convenience of the user to facilitate the creation of custom schedules and appendices with a similar appearance to those included in the OAA standard form contracts.

Any revisions to the templates contained in this document at any time, are solely the responsibility of the person making the revision. The OAA does not guarantee the accuracy or reliability of any custom content that forms the user customized schedules or appendices.

**Revision History**

| **Version** | **Date** | **Description** |
| --- | --- | --- |
|  |  |  |
| 1.0 | Sept. 2022 | Original issue  |

**Table of Contents**

**Instructions**

**Schedules**

Schedule 1 – Services Schedule Legend

Schedule 2 – Basic Services

Schedule 3 – Additional Services

Schedule 4 – Other Services

Schedule 5 – Other Terms and Conditions

**Appendices**

Appendix A – Provision of Editable CAD or BIM Files

Appendix B – Waiver of Moral Rights

**Instructions**

This document contains editable templates with the same look and feel of the schedules and appendices contained in the OAA standard form contract Attachments files. These templates are provided for the convenience of the user to facilitate the creation of custom schedules and appendices.

Custom schedules and appendices may be preferable to those that come in the Attachments files by default, if the scope of work is limited or doesn’t include a construction phase (e.g. research, master planning, condition assessment, feasibility studies, etc.).

Create whichever custom schedules or appendices are needed for a project.

Replace the term “Architect” with “Licensed Technologist OAA” where appropriate.

When finalized, save the file, then save the custom documents as PDFs.

If only some of the OAA default schedules or appendices are being replaced, open the contract Attachments file, delete the appropriate default pages and insert the custom pages.

If none of the OAA default schedules or appendices are being used, name the custom documents appropriately; either individually or combined into one PDF, and ensure it is properly referenced in the OAA standard form Contract file.

Because of the required file security, the Attachments must remain separate from the Contract file.

**Schedule 1 – Services Schedule Legend**

**Designation of Methods of Calculating Fees**

This Services Schedule Legend is to be read in conjunction with and as part of the *Contract*.

This legend is to be used to interpret the abbreviations used in completing Schedules 2, 3, and 4.

**Legend:**

NI Not Included. The scope of work item has not been selected and the *Service* is not to be provided.

F1 The scope of work item has been selected and the fee calculated as a percentage of construction cost – by phase.

The *Services* to be provided with a Fee Reference of “F1” are included for a fee to be computed as \_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_) % of the Construction Cost by phases.

Fees will be calculated on the agreed estimate of *Construction Cost* at the completion of the schematic design for the schematic design phase, on the agreed estimate of *Construction Cost* at the completion of design development for the design development phase, on the agreed estimate of *Construction Cost* at the completion of the *Construction Documents* for the construction documents phase, on the accepted bid or negotiated price for the bidding phase, and on the actual final cost for the construction phase. Fees for previous phases are not adjusted retroactively if the value of the estimates or actual Construction Cost varies as the project progresses.

Where a change to the Work will result in a net credit change order (net reduction in the Construction Cost), the *Architect* shall be paid for its *Services* related to the change on the basis of hourly rates set out in the fee reference Articles.

Where the change in the work will result in a net extra change order (net increase in the construction cost), the *Architect* may elect to be compensated for its *Services* related to the change either by receiving its percentage fee on the increase in the *Construction Cost* or estimate of *Construction Cost,* or on the basis of the agreed hourly rates.

F2 The scope of work item has been selected and the fee calculated as a percentage of construction cost – final.

The *Services* to be provided with a Fee Reference of “F2” are included for a fee to be computed as \_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_) % of the final total *Construction Cost*. Fees will be invoiced based on the estimates of *Construction Cost* and bid price as applicable, as the project progresses. The final invoice will be adjusted based on the fee calculated on the final total *Construction Cost*, less fees previously billed.

Where a change to the *Work* results in a net credit change order (net reduction in the *Construction Cost*), the *Architect* shall be paid for its *Services* related to the change on the basis of hourly rates set out in the fee references above.

Where the change in the *Work* will result in a net extra change order (net increase in the construction cost), the *Architect* may elect to be compensated for its *Services* related to the change either by receiving its percentage fee on the increase in the *Construction Cost* or estimate of *Construction Cost,* or on the basis of the agreed hourly rates

F3 The scope of work item has been selected and the fee calculated as a fixed fee for the defined scope of work.

The *Services* to be provided with a Fee Reference of “F3” are included in the lump sum fee stipulated in the Articles.

F4 The scope of work item has been selected and the fee calculated based on the hourly rates.

The *Services* to be provided with a Fee Reference of “F4” will be invoiced as the *Project* progresses at the standard hourly or other rates stipulated in the Articles.

F5 The scope of work item has been selected and the fee calculated based on the unit rates.

The *Services* to be provided with a Fee Reference of “F5” will be invoiced as the *Project* progresses at the standard unit rates stipulated in the Articles.

**Schedule 2 – Basic Services**

**Architect’s Scope of Basic Services**

This table of *Basic Services* is to be read in conjunction with and as part of the *Contract*.

*(Indicate in the table below each Basic Service to be provided by the Architect and the manner of compensation as indicated in the Fee column by the Fee Reference for each as identified in Schedule 1.)*

|  |  |
| --- | --- |
| **Pre-Design** | Fee |
| Client’s Program and Budget: Develop Review  |  |
| Assist Client in obtaining property survey, geotechnical report, etc.  |  |
| Prepare schedule for Architect’s services and projected project schedule. , in part because they are works in progress, |  |
| Prepare measured drawings of visible conditions.  |  |
| Prepare a condition assessment of the existing building.  |  |
|  |  |
| **Design Phases** (Client’s review and approval to be obtained before proceeding to next phases) |  |
| Schematic Design Documents Phase  |  |
| Design Development Documents Phase  |  |
| Estimates of Construction Cost at each phase  |  |
|  |  |
| **Construction Documents Phase – Drawings / Specifications** |  |
| Prepare drawings / specifications for: Building Permit Bidding/Negotiation with contractor(s) Construction  |  |
| Estimates of Construction Cost at appropriate intervals.  |  |
|  |  |
| **Permits and Approvals** |  |
| Review applicable statutes, regulations, codes, and by-laws as the design of the project is developed.  |  |
| Prepare and assist client to submit signed application for building permit.  |  |
| Prepare and assist Client to obtain: Site Plan Approval Committee of Adjustment Re-zoning Application |  |
|  |  |
| **Negotiation / Bidding Phase**  |  |
| Assist client to: Obtain bids Negotiate construction contract Prepare construction contract |  |
|  |  |
| **Construction Phase: General Review – Construction Contract Administration** |  |
| Review shop drawings and other submittals.  |  |
| *General Review* at site, and reports: for Building Code only. for Building Code and all Construction Documents. Including visits to the site over the anticipated construction duration of months. |  |
| Services exceeding the limits included above shall be provided as *Extra Services*.  |  |
| Certify Contractor applications for payment and Substantial Performance.  |  |
| Construction Contract Administration field and office functions  |  |
| Prepare and issue supplemental details and instructions as needed  |  |
| Respond to Requests for Information

|  |  |  |
| --- | --- | --- |
|  | **Record Drawings** – Prepare and submit to the *Client* in a timely manner Record Drawings incorporating changes in the *Work* made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the *Architect*; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the *Architect*.  |  |

 |  |
| Review contractor’s close-out documents

|  |  |  |
| --- | --- | --- |
|  | **Record Drawings** – Prepare and submit to the *Client* in a timely manner Record Drawings incorporating changes in the *Work* made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the *Architect*; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the *Architect*.  |  |

 |  |
| Follow up during one-year warranty period. |  |
| **Architect Time-based Rates:** (Rates shall be adjusted on the anniversary of the contract in accordance with the change in the Consumer Price Index.)**Senior Architect $ .00** per hour, or per day, or per meeting.**Junior Architect $ .00** per hour**Draftsperson $ .00** per hour**Secretarial Assistant $ .00** per hour |
|  |

**Schedule 3 – Additional Services**

**Architect’s Scope of Additional Services**

(*Indicate in the table below Additional Services, special phasing, or scope to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Schedule 1.)*

| 3.1 | **ITEM** | Fee |
| --- | --- | --- |
|  | **PRE-DESIGN SERVICES**  |  |
|  | **Pre-Design Study** – Provide pre-design study or *Services* such as: to assist with analyzing the reasonable probability of the *Client’s* objectives for the *Project* being reached within the *Client’s* budget and advise on measures to align the *Project* requirements with the budget, assess the suitability of the *Client’s* site to accommodate the *Project,* taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.  |  |
|  | **Existing Building Assessment** – Provide assessment of the condition of existing buildings, systems, and equipment. |  |
|  | **Programming** – Provide analyses of the *Client’s* needs and prepare a written *Functional Program* as described in GC05.1.  |  |
|  |  |  |
|  | **GENERAL SERVICES, ALL APPLICABLE PHASES** |  |
|  | **Provision of Interior Design Services** – Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this *Contract*.  |  |
|  | **Value Engineering** – Provide *Services* in connection with value engineering or analysis.  |  |
|  | **CAD/BIM Files** – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.  |  |
|  | **Moral Rights** – Relinquish the *Architect*’s *Moral Rights* in the *Project* in accordance with the requirements of Appendix B.  |  |
|  |  |  |
|  | **Permits and Approvals** |  |
|  | **Special Approvals of Authorities** – Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist *Consultant*s if required, and assist *Client* in submission of application for:  |  |
|  | .1 Zoning or Land Use Amendment;  |  |
|  | .2 Committee of Adjustment or variance from bylaws;  |  |
|  | .3 Site Plan Approval;  |  |
|  | .4 Other Approvals; (list and describe)  |  |
|  |  |  |
|  | **Bidding/Negotiation Phase**  |  |
|  | **Issued for Construction Drawings** – Prepare Issued for Construction drawings, incorporating relevant addenda, or negotiated changes during bid/negotiation phase.  |  |
|  |  |  |
|  | **Construction Phase** |  |
|  | ***Ready-for-Takeover*** – Review the *Work* and issue at the appropriate time a *Ready-for-Takeover* statement in accordance with the provisions of the construction contract.  |  |
|  | **Record Drawings** – Prepare and submit to the *Client* in a timely manner Record Drawings incorporating changes in the *Work* made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the *Architect*; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the *Architect*.  |  |
|  |  |  |

**Schedule 4 – Other Services**

**Architect’s Scope of Services Not Listed Elsewhere**

This list of other *Services* is to be read in conjunction with and as part of the *Contract* when listed as a contract document in the appropriate Article.

(*Indicate below other Services to be incorporated into the* *Contract.)*

Additions and Changes to Schedule 2 – Basic Services Scope of Work Items

Additions to Schedule 3 – Additional Services Scope of Work Items

**Schedule 5 – Other Terms and Conditions**

**Other Terms and Conditions of the Contract**

These other terms and conditions are to be read in conjunction with and as part of the *Contract* when Schedule 5 is listed as a contract document in the appropriate Article. Amendments to the Articles shall take precedence over the Articles. Amendments to the Definitions shall take precedence over the Definitions and Supplementary Conditions shall take precedence over the General Conditions

(*Indicate below other terms and conditions to be incorporated into the*  *Contract.)*

Amendments to the Articles of Agreement

Amendments to the Definitions

Supplementary Conditions

Appendix A

**Provision of Editable CAD or BIM Files**

When the provision of editable CAD/BIM files in Schedule 3 is selected by the *Client*, the *Architect* shall provide editable CAD or BIM files, whichever was used for the *Project*. *Architect* hereby grants a limited, non-exclusive, royalty-free, irrevocable, perpetual licence to the *Client* to use and reproduce the editable files for management of the facility including any future additions, renovations, or alterations. This licence is transferable provided that the same licence conditions are agreed to by the transferee. The transfer of this licence does not relieve the *Client* of its obligations under this licence.

If the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Architect’*s performance of this *Contract*, this licence is void.

If the *Contract* is terminated by the *Client* for cause, the editable CAD or BIM files provided shall represent the last milestone achieved before termination.

Where the *Client* has a CAD or BIM standard known to the *Architect* at the time of the *Contract* signing, the editable files shall be provided in accordance with the *Client*’s standard. Where the *Client* does not have a CAD or BIM standard or the standard was not made known to the *Architect* at the time of the *Contract* signing, the editable files shall be provided in the *Architect*’s office standard.

The files provided shall represent the state of the drawing files at the latest *Project* milestones achieved as selected in Table 1 following:

| 1 | ITEM | Service Provided: | Comments |
| --- | --- | --- | --- |
| .1 | Site Plan Approval |  |  |
| .2 | Completion of pre-design phase |  |  |
| .3 | Completion of schematic design phase |  |  |
| .4 | Completion of design development phase |  |  |
| .5 | Construction documents phase  |  |  |
|  | .1 Bid drawings |  |  |
|  | .2 Permit drawings |  |  |
| .6 | Completion of bid phase (issued for construction drawings) |  |  |
| .7 | Completion of construction phase (record drawings) |  |  |

As a condition precedent to the use of the editable CAD or BIM files by the *Client*, the *Client* agrees that use of the editable files is at the *Client’s* own risk. The *Client* further agrees to indemnify and hold harmless the *Architect*, *Architect’s* employees, agents, and *Consultants* from and against all claims, losses, demands, costs and expenses (including legal fees), damages, or recoveries (including any amounts paid in settlement) in contract or in tort arising by reason of, caused by, or alleged to be caused by, the *Client’s* reliance on or use of the editable CAD or BIM files or the information contained therein.

No reliance shall be made by the *Client* or any third party on any information contained in the files that is not included in a pre-defined plottable view intended to produce a drawing sheet included in the list of drawings.

This licence does not include any right to use the editable CAD or BIM files or documents derived from them in relation to another *Project*, including another building on the same or a different site.

Appendix B

**Waiver of Moral Rights**

When relinquishment of *Moral Rights* is selected in Schedule 3 by the *Client*, to facilitate the *Client*’s use of the *Project*, including any future modifications, upon completion of the *Project*, the *Architect*, hereby waives in favour of the *Client* their *Moral Rights* in the *Project* as indicated and selected below:

[ ] Not Applicable. *Moral Rights* are retained by the *Architect* with respect to the *Project* in its entirety.

[ ]  *Moral Rights* in the design as expressed in the drawings only.

[ ]  *Moral Rights* in the design as expressed in the built form only.

[ ]  *Moral Rights* in the design as expressed in the drawings and the built form.

The *Architect* shall require its *Consultants* to provide a similar waiver of their *Moral Rights*.

For clarity, if the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Architect*’s performance of this *Contract,* or if the *Client* fails to perform any of its obligations in the *Contract*, this waiver of *Moral Rights* is void.

If the *Contract* is terminated by the *Client* for cause pursuant to the *Contract* prior to completion of the *Project*, and the Client performs its obligations in the *Contract*, the *Architect* and its *Consultants* hereby waive in favour of the Client their *Moral Rights* in the *Project* regardless of what the *Architect* has identified in their voluntary wavier identified in paragraph 1 of this Appendix B.

In cases of significant restoration, alteration, or addition, and where *Moral Rights* are retained by the *Architect* with respect to the *Project* in its entirety or in the design as expressed in the built form, the *Client* shallconsult with the *Architect* as to how retain the integrity of the *Architect*’s work while providing for the new work.

Acting in good faith, in cases of significant restoration, alteration, or addition, and where *Moral Rights* are waived, the *Client* may but shall not be obliged to, consult with the *Architect* as to how best retain the integrity of the *Architect*’s work while providing for the new work.

**CLIENT** *(Signature)* **ARCHITECT** *(Signature)*

*(Printed name and title) (Printed name and title)*

I have authority to bind the *Client* I have authority to bind the *Architect*

*(Date) (Date)*

*Moral Rights*in this Appendixhas the same meaning given to it in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended as of the *Effective Date* of the *Contract*.