



Ontario Association of Architects

October 13, 2017

Toni Rossi
President, Real Estate Division
Infrastructure Ontario
One Dundas Street West, Suite 2000
Toronto, ON M5G 1Z3

Dear Ms. Rossi:

I am writing in response to your letter dated August 23, 2017.

You are correct in that the Ontario Association of Architects (OAA) did participate in a lengthy series of discussions with Infrastructure Ontario (IO) regarding the establishment of IO specific supplementary conditions to OAA 600 - 2013. We are in agreement that there were some positive advancements made during these discussions, and have previously stated such. These meetings were held because IO recognizes that OAA 600 - 2013 and other standard form documents created by the OAA are created to benefit and protect the public. We have worked diligently with the assistance of legal counsel to provide clients involved in both simple and complex projects with suitable base contract documents and a straightforward supplementary condition system for amendments.

It is critical for architects and practices to work with IO to maintain and preserve the province's buildings which the public uses on a daily basis. Together we make Ontario a greener, more accessible and safer place to live, work and play.

In IO's current VOR RFP, and notwithstanding modifications made by IO to the supplementary conditions, you continue to insist on terms and conditions that leave the OAA with a number of serious concerns around specific clauses, that we have identified for you, that directly impact an architect's ability to fulfill their professional obligations.

The OAA's key objective is to serve and protect the public interest as it relates to governing and regulating the practice of architecture in Ontario. The OAA, as the provincial regulator, requires its members to be responsible, diligent, and able to meet their obligations in accordance with the standards of performance and practice as well as other professional requirements under the *Architects Act*.

We cannot protect the public if we support the breach of professional standards by architects and practices. One critical requirement under the *Architects Act* is that all holders of a certificate of practice have professional liability insurance. A corollary is that holders of a certificate of practice should not assume obligations in the delivery of their professional services that are not covered by professional liability insurance.

It continues to be our view that there are specific provisions within IO's supplementary conditions that are excluded from coverage under professional liability insurance should a claim be advanced under those provisions. This is of considerable concern to the OAA as you are asking members to contract out of their legislated professional obligation. We have

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noted IO's position that the provisions in question related to insurance are consistent with industry practices and that the contract, including the supplementary conditions are insurable. To that end, we have asked Pro-Demnity to provide information related to their policies. Further, we have asked for information from other providers of professional liability insurance for architectural, engineering and legal services. We have been advised that the exclusions are in fact relevant and that these exclusions exist in all of the policies reviewed.

I would like to reiterate our concern relative to the protection of the public interest and the professional obligations for architects to have mandatory professional liability insurance for the services they provide, which is established by law. Clauses that put in question the availability of this insurance is clearly not in the interest of the public, the client or the licensed professional.

We continue to be interested in coming to a clear understanding of this matter and eliminating these concerns. We are available at your earliest convenience to discuss this matter further with this goal in mind.

Sincerely,



John Stephenson, Architect, OAA, MRAIC
President

