



Ontario Association of Architects

**Standard Form of Contract for
Licensed Technologist OAA's Services**

OAA 602-2014 with July 1, 2018 Amendments

FOR

7.5 As a condition precedent to the use of the *Lic. Tech. OAA's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Lic. Tech. OAA*, are required to be paid in full.

GC8 LIABILITY OF THE LIC. TECH. OAA

8.1 The *Lic. Tech. OAA* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.

8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Lic. Tech. OAA* in any way arising out of or related to the *Lic. Tech. OAA's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Lic. Tech. OAA* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Lic. Tech. OAA* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.

8.3 The *Lic. Tech. OAA* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

8.4 The *Lic. Tech. OAA* shall not:

- .1 be required to make exhaustive or continuous on-site reviews;
- .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
- .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
- .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
- .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.

8.5 The *Client* acknowledges that either the *Lic. Tech. OAA* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Lic. Tech. OAA* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Lic. Tech. OAA's* duty of *Consultant Coordination*.

8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Lic. Tech. OAA* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.

8.7 The *Client* agrees that the *Lic. Tech. OAA* shall not be responsible in contract or in tort for any changes made by others to the *Lic. Tech. OAA's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Lic. Tech. OAA* that the *Client* elects to suspend the *Lic. Tech. OAA's* services.

9.2 If any invoice submitted by the *Lic. Tech. OAA* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Lic. Tech. OAA* may give seven (7) days written notice to the *Client* that the *Lic. Tech. OAA* will suspend services.

9.3 The *Lic. Tech. OAA* may suspend services on the *Project*:

- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Lic. Tech. OAA's* invoice, or the *Lic. Tech. OAA* and the *Client* have not agreed in writing on terms for payment of the invoice, or

- .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Lic. Tech. OAA* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Lic. Tech. OAA* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Lic. Tech. OAA* given by GC9.3 are in addition to and not in substitution for any other rights the *Lic. Tech. OAA* may have under this contract or otherwise for non-payment of the *Lic. Tech. OAA*'s invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Lic. Tech. OAA* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Lic. Tech. OAA* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Lic. Tech. OAA* shall be entitled to payment, within twenty-eight (28) days of the date that the invoice for suspension of services is received by the *Client*, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Lic. Tech. OAA*'s fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Lic. Tech. OAA* is not otherwise compensated, including costs attributed to suspending the *Lic. Tech. OAA*'s contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
 - .1 completion of the services
 - .2 termination in accordance with GC10.2, 10.3 or 10.4
 - .3 one year from the date of certification of *Substantial Performance of the Work*; or
 - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Lic. Tech. OAA* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Lic. Tech. OAA* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Lic. Tech. OAA*'s services and include expenses directly attributable to termination for which the *Lic. Tech. OAA* is not otherwise compensated, plus an amount for the *Lic. Tech. OAA*'s anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Lic. Tech. OAA* or such other amount as may be mutually agreed.

GC11 PAYMENTS TO THE LIC. TECH. OAA

- 11.1 An invoice submitted by the *Lic. Tech. OAA* under this contract is due and payable when submitted to the *Client*. Payments for the *Lic. Tech. OAA*'s services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Lic. Tech. OAA* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.

- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Lic. Tech. OAA*, and the *Lic. Tech. OAA's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of *Instruments of Service*, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the *Client*;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
 - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Lic. Tech. OAA* and the *Lic. Tech. OAA's Consultants*; and
 - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Lic. Tech. OAA* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Lic. Tech. OAA* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Lic. Tech. OAA*.
- 11.6 When a percentage-based fee is used as the method for determining the *Lic. Tech. OAA's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Lic. Tech. OAA's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Lic. Tech. OAA*, or as agreed by the *Lic. Tech. OAA* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Lic. Tech. OAA*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Lic. Tech. OAA*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 Deleted.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Lic. Tech. OAA* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Lic. Tech. OAA* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Lic. Tech. OAA* and the *Lic. Tech. OAA's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.

- 1 2.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Lic. Tech. OAA* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Lic. Tech. OAA* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Lic. Tech. OAA* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Lic. Tech. OAA*.

GC13 OTHER TERMS OF CONTRACT:

The *Client* and the *Lic. Tech. OAA* agree as set forth in the following other terms:

This contract is entered into as of the day and year first written above.

.....
CLIENT (*Signature*)

.....
LIC. TECH. OAA (*Signature*)

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

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