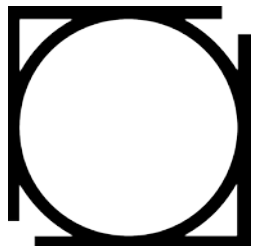

OAA 800

2021 A

Version 1.1, Mar. 2023

Contract Attachments for Standard Short Form of Contract for Architect's Services

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- McMillan LLP,
- Bhole IP Law,
- Pro-Demnity Insurance Company,
- members of the OAA's Practice Resource Committee, and
- various members and interested parties who provided commentary and criticisms since the previous version was published.

Revision History

Version	Date	Description
1.1	Mar. 2023	Cover page added, Schedules 1 and 2 formatting
1.0	Sept. 2022	Original issue

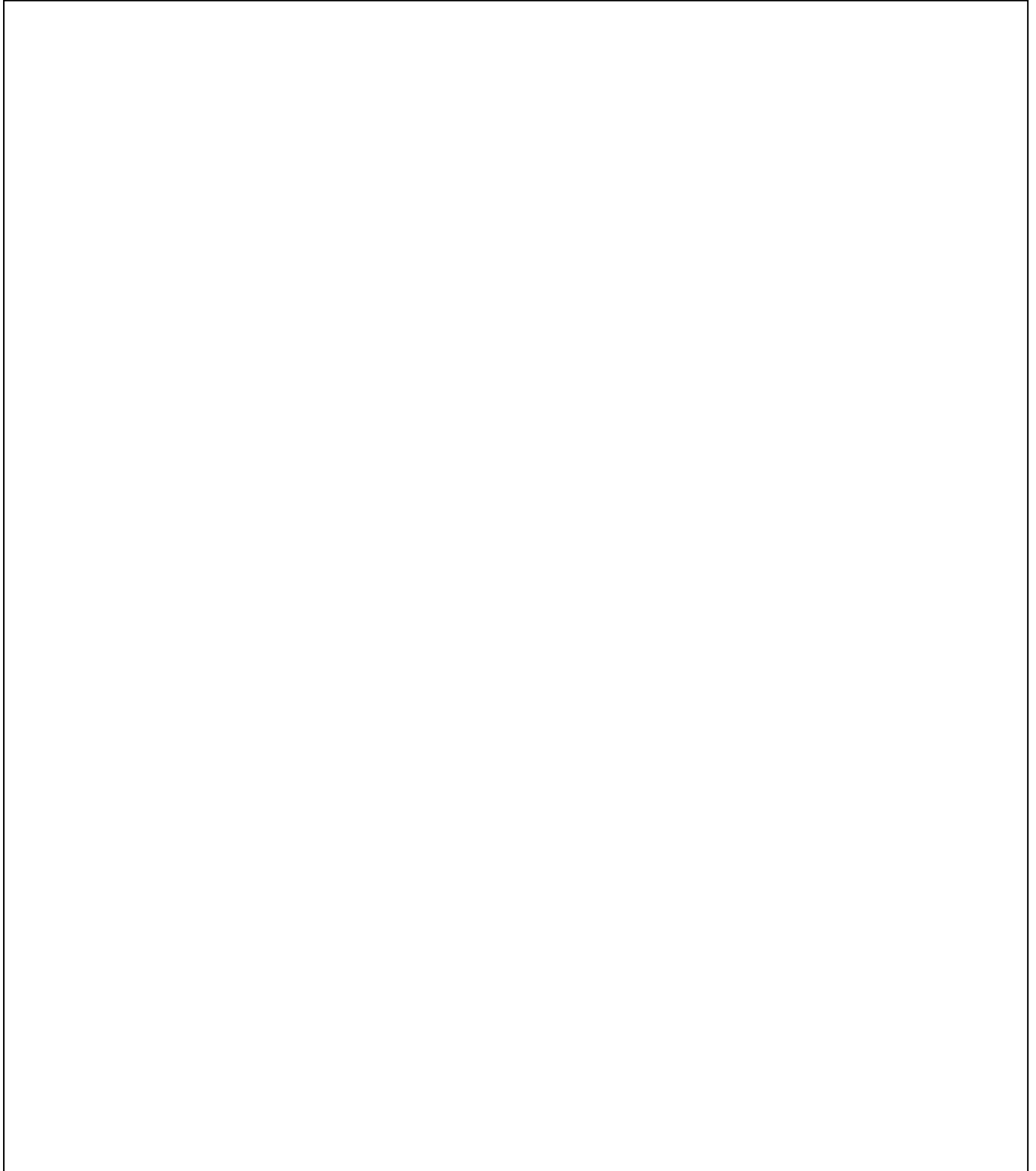
Schedule 1 – Services Schedule Legend

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:



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	
.1	Pre-Design Study – Provide pre-design study or <i>Services</i> such as: to assist with analyzing the reasonable probability of the <i>Client’s</i> objectives for the <i>Project</i> being reached within the <i>Client’s</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client’s</i> site to accommodate the <i>Project</i> , taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.	
.2	Existing Building Assessment – Provide assessment of the condition of existing buildings, systems, and equipment.	
.3	Programming – Provide analyses of the <i>Client’s</i> needs and prepare a written <i>Functional Program</i> as described in GC05.1.	
	GENERAL SERVICES, ALL APPLICABLE PHASES	
.4	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 <i>Contract</i> .	
.5	Value Engineering – Provide <i>Services</i> in connection with value engineering or analysis.	
.6	CAD/BIM Files – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.	
.7	Moral Rights – Relinquish the <i>Architect’s Moral Rights</i> in the <i>Project</i> in accordance with the requirements of Appendix B.	
	PERMITS AND APPROVALS	
.8	Special Approvals of Authorities – Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required, and assist <i>Client</i> 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;	
	BIDDING/NEGOTIATION PHASE	
.9	Issued for Construction Drawings – Prepare Issued for Construction drawings, incorporating relevant addenda, or negotiated changes during bid/negotiation phase.	
	CONSTRUCTION PHASE	
.10	Ready-for-Takeover – Review the <i>Work</i> and issue at the appropriate time a <i>Ready-for-Takeover</i> statement in accordance with the provisions of the construction contract.	
.11	Record Drawings – Prepare and submit to the <i>Client</i> in a timely manner Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> , the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	

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.)

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.)

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 waiver 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* shall consult 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 Appendix has 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*.