

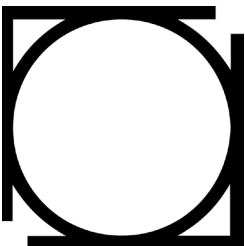
OAA 800

2021 LT

Version 1.2, January 2025

Standard Short Form of Contract for Licensed Technologist's Services

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The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 800:

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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
1.2	Jan. 2025	Updated to reflect amendments to the <i>Architects Act</i> and Regulation 27
1.1	Mar. 2023	Definitions and copyright notice
1.0	Sept. 2022	Original issue

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Note: Clauses have been renumbered from the previous versions due to insertions or deletions as a result of the changes made. Future changes to the fixed text will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

Agreement

A01 *Effective Date:* This *Contract* is effective as of the _____ day of the month of _____ in the year _____.

A02 between the *Client*:

A03 and the *Licensed Technologist*:

A04 for the following *Project*:

A05 The owner, if other than the *Client*, is: _____.

A06 The *Construction Cost* budget of the *Client* is: \$ _____.

A07 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: _____;

.2 *Substantial Performance of the Work*: _____;

.3 *Ready-for-Takeover*: _____.

A08 The *Licensed Technologist* shall coordinate the services of the following *Consultants*:

.1 engaged and paid by the *Licensed Technologist* .2 engaged and paid by the *Client*:

A09 The *Client* shall provide information regarding existing conditions including the legal description of the property, surveys, soils, and sub-surface conditions, toxic or hazardous substances, reports, services, existing structures, etc., related to the *Place of the Work*, reasonably required for the performance of the *Services*, the accuracy and completeness of which the *Licensed Technologist* shall be entitled to rely upon.

A10 The *Licensed Technologist* shall carry professional liability insurance to at least the mandatory level required by law, unless otherwise specified in Schedule 5.

A11 The *Licensed Technologist* shall provide the *Basic Services* as described in Schedule 2, and the *Additional Services* as described in Schedule 3. If and to the extent the *Contract* time initially established in this *Contract* is exceeded or extended through no fault of the *Licensed Technologist*, any services performed during such extended period shall constitute *Extra Services*.

A12 Fees for the *Licensed Technologist's Services* unless noted otherwise in Schedule 1, 2, 3, or 4 shall be as follows:

- a Lump Sum Fee of: ,
- at *Licensed Technologist's* standard hourly rates as set out in Schedule 2, or
- a percentage-based fee of % of the *Construction Cost*.

A13 The *Client* shall pay to the *Licensed Technologist*, upon execution of this contract, a retaining fee (deposit) in the amount of \$_____. This retaining fee shall be credited against the *Licensed Technologist's* last invoice and is the minimum payment that the *Client* must pay the *Licensed Technologist* under this contract.

A14 The following actual expenditures shall constitute *Reimbursable Expenses*:

An administrative charge of _____ % shall be added to the *Reimbursable Expenses*.

A15 Within 28 days of receipt of a *Proper Invoice*, the *Client* shall pay the *Licensed Technologist* the invoiced amount or, subject to compliance with the *Lien Legislation*, the undisputed portion thereof plus applicable value added taxes (GST, HST, or QST), on account of the *Licensed Technologist's* fee and *Reimbursable Expenses* less any applicable statutory holdback. *Proper Invoices* shall be issued and submitted on a _____ basis unless otherwise agreed.

A16 Until payment is made, any balance of a *Proper Invoice* remaining unpaid after it is due shall bear interest, calculated and compounded monthly, at the rate of _____% per annum above the higher of the Bank of Canada prime lending rate and such other rate as specified in the *Lien Legislation*. Without limiting the foregoing, the *Licensed Technologist* also reserves the right to suspend performance of the *Services* if *Proper Invoices* are not paid as required by Article A15, and the *Licensed Technologist* will not be liable for any costs or delays caused by such suspension of *Services*.

.....
CLIENT (*Signature*)

.....
LICENSED TECHNOLOGIST (*Signature*)

.....
(*Printed name and title*)
I have authority to bind the *Client*

.....
(*Printed name and title*)
I have authority to bind the *Licensed Technologist*

.....
CLIENT (*Signature*)

.....
(*Printed name and title*)
I have authority to bind the *Client*

Definitions

The following Definitions apply to this Contract. References to the singular shall be considered to include the plural as the context requires.

Additional Services	are those professional services and responsibilities of the <i>Licensed Technologist</i> described in Schedule 3 and Schedule 4 that are contemplated as of the <i>Effective Date</i> .
Basic Services	are those professional services and responsibilities of the <i>Licensed Technologist</i> described in Schedule 2 that are contemplated as of the <i>Effective Date</i> .
Client	is the person or entity identified in Article A02.
Construction Cost	is the total cost of the <i>Work</i> to the <i>Client</i> to construct all elements of the <i>Project</i> designed or specified by, or on behalf of, or as a result of, the coordination by the <i>Licensed Technologist</i> , including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractor's general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, excluding the full amount of value-added taxes (GST, HST, or QST), whether recoverable or not. The <i>Construction Cost</i> excludes contingencies, the compensation of the <i>Licensed Technologist</i> and the <i>Consultants</i> , land cost, land development charges, or other professional fees, which are also the responsibility of the <i>Client</i> and should be included in the overall budget.
Construction Documents	consist of the bidding requirements including instructions to bidders, information available to bidders, bid forms, and attachments, plus the <i>Contract Documents</i> .
Consultant	is a person or an entity engaged by the <i>Client</i> or the <i>Licensed Technologist</i> to provide services supplementary to those provided by the <i>Licensed Technologist</i> .
Consultant Coordination	means: (i) managing the communications among the <i>Licensed Technologist</i> and all <i>Consultants</i> listed in Article A08, and with the <i>Client</i> ; (ii) providing direction as necessary to give effect to all design decisions; (iii) reviewing the services of all <i>Consultants</i> listed in Article A08.1 to assist in identifying conflicts or interferences, and to monitor general compliance with directions; and (iv) reviewing the instruments of service and other information provided to the <i>Licensed Technologist</i> by the <i>Client's Consultants</i> listed in Article A08.2 to assist in identifying conflicts or interferences, and to monitor general compliance with directions.
Contract	The <i>Contract</i> is the undertaking by the parties identified in and including the Agreement form, Definitions, General Conditions, Appendices, and Schedules hereto to perform their respective duties, responsibilities, and obligations as described therein and amendments agreed upon between the parties.
Contract Documents	consist of drawings, specifications, schedules, and other documents appropriate to the size and complexity of the <i>Project</i> and amendments agreed upon between the parties, to describe the size and character of the <i>Project</i> , including architectural and, where applicable, civil, structural, mechanical, and electrical systems, materials, and such other elements setting forth in detail the requirements for the construction, enlargement, or alteration of the building or buildings and any related components comprising the <i>Project</i> .
Effective Date	means the date the <i>Contract becomes</i> effective as stipulated in Article A01.
Extra Services	are those professional services and responsibilities of the <i>Licensed Technologist</i> that are not identified as comprising <i>Basic Services</i> or <i>Additional Services</i> (whether or not described in Schedule 2, Schedule 3, or Schedule 4 to the <i>Contract</i>), and are expressly excluded from the <i>Basic Services</i> or <i>Additional Services</i> , or are otherwise not contemplated as forming part of the <i>Basic Services</i> or <i>Additional Services</i> at the time of <i>Contract</i> signing.

Force Majeure Event	means an event that causes a party to be delayed in performing or unable to perform its obligations under the <i>Contract</i> in whole or in part and that meets each of the following criteria: (i) the event and its effects are beyond such party's reasonable control; (ii) such party could not reasonably have prevented, overcome, or removed the event and its effects by commercially reasonable efforts and due diligence; and (iii) the event and its effects do not result directly or indirectly from such party's negligence or default. For certainty, insufficiency of funds of either party shall not constitute a <i>Force Majeure Event</i> .
General Review	means review during visits to the <i>Place of the Work</i> (and where applicable, at locations where building components are fabricated for use at the <i>Project</i> site) at intervals appropriate to the stage of the construction that the <i>Licensed Technologist</i> in its professional discretion, considers necessary to become familiar with the progress and quality of the <i>Work</i> and to determine that the <i>Work</i> is in general conformity with the <i>Contract Documents</i> , and to report, in writing, to the <i>Client</i> , contractor, and authorities having jurisdiction.
Instruments of Service	are the paper or electronic documents (including portable document files [PDF]) that comprise the design, drawings, specifications and reports prepared by or on behalf of the <i>Licensed Technologist</i> or its <i>Consultants</i> , including but not limited to construction documents, plans, sketches, drawings, graphic representations, specifications, photographs, and materials which are prepared for the approval of the <i>Client</i> , the authorities having jurisdiction, and for construction, but do not include software systems, databases, computer programs, editable computer-aided design documents (e.g. CAD or BIM), drafts or superseded versions of documents, or communications in whatever form among the <i>Consultants</i> .
Licensed Technologist	is the person or entity identified in Article A03 which is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and holds a limited license to practise in the province of Ontario.
Lien Legislation	means the lien legislation applicable to the <i>Place of the Work</i> , and includes any applicable payment legislation in effect at the <i>Place of the Work</i> governing payment. Where the <i>Place of the Work</i> is located in Ontario, <i>Lien Legislation</i> shall mean the <i>Construction Act</i> , R.S.O. 1990, c. C.30 and all regulations thereto, as amended as of the <i>Effective Date</i> of the <i>Contract</i> .
Place of the Work	is the designated site or location of the <i>Work</i> identified in Article A04.
Project	means the total enterprise or endeavour contemplated under Article A04 of which the <i>Work</i> may be the whole or a part.
Proper Invoice	means a written application for payment for <i>Services</i> , materials, <i>Reimbursable Expenses</i> , or other compensation containing at a minimum, all the information required by the <i>Lien Legislation</i> .
Ready-for-Takeover	means when all prerequisites and conditions of <i>Ready-for-Takeover</i> set out in the construction contract have been attained. Where no date for <i>Ready-for-Takeover</i> is stipulated in Article A07 or the construction contract does not establish prerequisites or conditions for <i>Ready-for-Takeover</i> , <i>Ready-for-Takeover</i> shall mean <i>Substantial Performance of the Work</i> .
Reimbursable Expenses	means the actual expenditures, supported by receipts or invoices, incurred by the <i>Licensed Technologist</i> and its <i>Consultants</i> in the interest of the <i>Project</i> , and which are identified as reimbursable expenditures in Article A14.
Services	means the <i>Basic Services</i> , the <i>Additional Services</i> , if any, <i>Other Services</i> and the <i>Extra Services</i> , if any, required of the <i>Licensed Technologist</i> by the <i>Contract</i> . The <i>Licensed Technologist's Services</i> do not include the delivery or completion of the <i>Work</i> .
Standard of Care	means the level of professional skill, care, and diligence as would be exercised by a reasonable <i>Licensed Technologist</i> practising in the same area in the same or similar locality under similar circumstances as measured by the professional standard of the time.
Substantial Performance of the Work	means substantial performance of the contract for the <i>Work</i> as defined under the <i>Lien Legislation</i> or, in the absence of such legislation, when the <i>Work</i> is ready for the purpose intended.
Work	means the total construction and related services required by the <i>Contract Documents</i> .

General Conditions

GC01 LICENSED TECHNOLOGIST'S RESPONSIBILITIES

- 1.1 The *Licensed Technologist* shall provide *Services* as identified in this *Contract* and shall: 1) perform the *Services* in accordance with the *Standard of Care*; and 2) provide *Consultant Coordination*
- 1.2 Where the *Licensed Technologist* recognizes or is informed of facts or circumstances that give rise to the need to perform *Extra Services*, the *Licensed Technologist* shall notify the *Client* in writing with reasonable promptness explaining the facts and circumstances. The *Licensed Technologist* shall not proceed to provide any *Extra Services* until the *Licensed Technologist* receives the *Client's* written authorization. Compensation for *Extra Services* shall be based on the rates identified in Article A12 or Schedule 2 unless mutually agreed otherwise in writing.

GC02 CLIENT'S RESPONSIBILITIES

- 2.1 The Client shall be responsible for:
 - .1 timely written notice of *Client's* decisions or responses during the *Project* and of all notifications and other communications related to the *Services* received from authorities having jurisdiction;
 - .2 engaging suitably qualified and licensed contractors and *Consultants* including any *Consultants* so identified in Article A08.2 of this *Contract*, under terms and conditions of other contracts, including insurance requirements compatible with this *Contract*;
 - .3 generally accepting the *Licensed Technologist's* professional judgement with respect to the *Services*;
 - .4 any costs related to *Client*-initiated design changes made after *Client's* previous approval;
 - .5 arranging bonding and/or insurance coverage for the building/property, and any contractors or *Consultants* retained by the *Client*; and
 - .6 require all *Consultants* engaged by the *Client* to coordinate performance of their services with those of other *Client's* *Consultants*, and to provide information and documents to the *Licensed Technologist* and other *Consultants* in a timely manner.

GC03 CONSTRUCTION PHASE SERVICES

- 3.1 Where retained to provide contract administration field services, the *Licensed Technologist* shall conduct visits to the *Place of the Work* at intervals appropriate to the stage of construction, to observe the progress of the *Work* and that the *Work* is being carried out in general conformity with the *Contract Documents*, and to report, in writing, to the *Client*, and contractor. The *Licensed Technologist* will perform, as a minimum, the site visits as agreed in the attached Schedule 2.

GC04 COPYRIGHT AND USE OF DOCUMENTS

- 4.1 The *Licensed Technologist* shall retain all common law, statutory, and other reserved rights, including all copyright, to the *Instruments of Service*. The *Instruments of Service* and all computer software programs developed by the *Licensed Technologist* for the *Project* shall remain the property of the *Licensed Technologist*, whether the *Project* for which they are made is executed or not, and whether or not the *Licensed Technologist* has been paid for the *Services*.
- 4.2 Alteration of the *Instruments of Service* by the *Client* or any other person is prohibited.
- 4.3 The *Licensed Technologist* grants the *Client* an exclusive, royalty-free, and perpetual licence to retain, reproduce, alter, amend, and use the *Licensed Technologist's* *Instruments of Service* solely and exclusively for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*. The *Client's* use of and licence for the *Instruments of Service* is contingent upon full payment to the *Licensed Technologist* for *Services* rendered.
- 4.4 The *Client* shall indemnify and hold harmless the *Licensed Technologist* to the fullest extent permitted by law, from and against any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to alteration, modification, or amendment to the *Instruments of Service* by the *Client*, the *Client's* *Consultants*, contractors, subcontractors, suppliers, employees, or tenants, or any other person for whom the *Client* is responsible at law.
- 4.5 The *Instruments of Service* may only be used for the purpose intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer with or without the property, without the express written consent of the *Licensed Technologist*.

GC05 INDEMNIFICATION AND LIABILITY OF THE LICENSED TECHNOLOGIST

- 5.1 The *Licensed Technologist* shall, within the limits of its insurance coverages as stipulated in the *Contract* indemnify the *Client* from claims, demands, losses, costs, damages, actions, suits, or proceedings in respect of claims by a third party and from losses, costs, or damages suffered by the *Client*, provided these are attributable to error, omission, or negligent act in the performance of the *Services* of the *Licensed Technologist* or of those for whom it is responsible at law.
- 5.2 The *Licensed Technologist* shall not:
- .1 be responsible for decisions made by the *Client* without the advice of the *Licensed Technologist* or contrary to, or inconsistent with, the *Licensed Technologist's* advice;
 - .2 be responsible for interpretations by an authority having jurisdiction that differ from that of the *Licensed Technologist* regarding statutes, regulations, laws, and by-laws, which interpretation the *Licensed Technologist* could not have reasonably anticipated;
 - .3 be responsible for any changes made to the *Licensed Technologist's* design, drawings, or documents without the *Licensed Technologist's* knowledge and approval;
 - .4 be required to make exhaustive or continuous on-site reviews;
 - .5 be responsible for acts or omissions of the contractor, subcontractors, suppliers, any other persons performing any of the *Work*, or any other persons performing work at the *Place of the Work* or for failure of any of them to carry out the *Work* in accordance with the *Contract Documents* or any statutes, regulations, codes, or by-laws governing the performance of work;
 - .6 have control, charge, supervision, or responsibility for construction means, methods, techniques, schedules, sequences, or procedures, for temporary works, or for safety precautions and programs required in connection with the *Work*,
 - .7 be responsible for any and all matters arising from toxic or hazardous substances at the *Place of the Work*,
 - .8 be responsible for establishing, initiating, maintaining, or supervising any health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation;
 - .9 be responsible for preparation or execution of reliance letters in favour of any person other than the *Client* or of any documents requested by lenders or other persons providing financing to the *Client* or *Project*;
 - .10 be responsible for any consequential loss, injury, or damages suffered by the *Client*, including loss of use or earnings, and interruption of business; or
 - .11 be liable for the result of any interpretation or finding rendered in good faith in accordance with the *Standard of Care* and the *Contract Documents*.

GC06 TERMINATION OF SERVICES

- 6.1 If either party fails substantially to perform in accordance with its terms, the non-defaulting party may terminate this engagement after giving seven days' written notice to remedy the breach. If the *Project* is suspended for more than 60 days in total, the *Licensed Technologist* may terminate this contract upon giving the *Client* seven days' written notice. The *Client* may terminate this agreement without cause upon 28 days' written notice. The *Licensed Technologist* may terminate upon giving seven days written notice that there has been a loss of confidence in the *Licensed Technologist's* provision of services. On termination, the *Client* shall forthwith pay to the *Licensed Technologist* its charges for the *Services* performed to the date of termination, including all fees, *Reimbursable Expenses*, and charges for this *Project*.

GC07 FORCE MAJEURE

- 7.1 Except with respect to payment obligations under the *Contract*, neither party shall be liable to the other for delay or failure to perform its obligations under the *Contract* to the extent caused by a *Force Majeure Event*.

GC08 OTHER TERMS OF THE CONTRACT

- 8.1 This *Contract* shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to or arising out of this *Contract*.
- 8.2 The Client and the Licensed Technologist agree to the other terms as set out in the attached Schedule 5.