OAA 900

2021

Version 1.0, Sept. 2022

MS Word Contract Attachment Templates

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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** |
| --- | --- | --- |
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**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 – List of Sub-subconsultants**

**Sub-subconsultants to be Retained by the Subconsultant**

This list of *Sub-subconsultants* is to be read in conjunction with, and as part of the contract when referenced in Article A10.

(*Indicate below the name of the Sub-subconsultant or a description of the qualifications required of a Sub-subconsultant necessary to provide the Subcontract Services)*

**Schedule 2 – Fee Basis and Payments**

**Basis for Subconsultant’s Fee and Payment Terms**

This schedule is to be read in conjunction with and as part of the *Subcontract* as referenced in Article A13, A14, and A15.

(*Indicate below other documents to be included in the Subcontract.)*

The *Subconsultant’s* fee for the *Subcontract Services* shall be as set out in Article A13 and herein:

The following actual expenditures shall constitute *Reimbursable Expenses*:

The information provided in support of an Invoice shall be as set out in Article A14 and herein:

OAA Standard Certificate of Payment and Distribution by Architect form (*for the 2nd and all subsequent Invoices where the Subconsultant is an OAA member.*)

The payment provisions for the *Subcontract Services* shall be as set out in the *Prime Contract*, in Article A15 and herein:

**Schedule 3 – Additional Documents**

**Additional Documents That Form Part of the Subcontract**

This list of additional documents is to be read in conjunction with and as part of the *Subcontract* as referenced in Article A18.

(*Indicate below other documents to be included in the contract.)*

The *Prime Contract*, being the contract between *Client* and *Architect* for the *Project* described as “xxxx”, and having an *Effective Date* of \_\_\_\_\_\_\_\_

**Schedule 4 – Subconsultant’s Portion of the Work**

**Subcontract Services**

The scope of *Subcontract Services* to be performed by the *Subconsultant* is to be read in conjunction with, and as part of, the *Subcontract* as referenced in Article A08.

(*Indicate below the scope of service items that constitute the Subcontract Services to be performed by the Subconsultant. Whenever possible, indicate by reference to clauses or item numbers in Prime Contract or by providing a full written description.)*

The following obligations of the *Architect* under the *Prime Contract* are not applicable to the *Subcontract Services*:

The following terms and conditions of the *Prime Contract* are not applicable to the *Subcontract Services*:

Notwithstanding anything to the contrary in Article A11 or the *Prime Contract*, the *Subconsultant* may rely on the accuracy and completeness of the following:

The *Subconsultant* shall cooperate with the *Architect* in determining the share of the budget for the *Construction Cost* of the *Project* to be allocated to the *Subcontract Services*.

☐ Relinquish the *Subconsultant*’s *Moral Rights* in the *Project* in accordance with the requirements of Appendix B.

**Schedule 5 – Other Terms and Conditions**

**Other Terms and Conditions of the Subcontract**

These other terms and conditions are to be read in conjunction with, and as part of, the *Subcontract,* when Schedule 5 is listed as a *Subcontract* document in Article A18. 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 *Prime Contract* requires the provision of editable CAD or BIM files to the *Client*, the *Subconsultant* shall provide editable CAD or BIM files to the *Architect* under the same terms and conditions, and grants a licence to the *Architect* and *Client* to use and reproduce the editable files for management of the facility, including any future additions, renovations, or alterations, under the same terms and conditions as the *Prime Contract*. Except as otherwise required by the *Prime Contract*, this license is transferable provided the same license conditions are agreed to by the transferee and such transference shall not relieve the *Architect* and *Client* of their obligations under this license.

Except as otherwise required by the *Prime Contract*, (1) if the *Subcontract* is terminated, 1 set of editable CAD or BIM files shall be provided representing the last milestone achieved before termination, and 1 set of editable CAD or BIM files shall be provided representing the status of the files as of the effective date of termination; or (2) upon completion of the *Subcontract*, 1 set of editable CAD or BIM files shall be provided representing the status of the files as of the date of completion.

The editable files shall be provided in accordance with the requirements of the *Prime Contract*. Otherwise, where the *Client* has a CAD or BIM standard known to the *Architect* and *Subconsultant* at the time of *Subcontract* signing, the editable files shall be provided in accordance with the *Client*’s standard, or where the Client does not have a known standard, the files shall be provided in thestandard being used for the *Project*.

Except as otherwise required by the *Prime Contract*, this license does not include any right to use the editable computer-aided design or BIM documents in relation to another building on the same or a different site.

Appendix B

**Waiver of Moral Rights**

When the *Prime Contract* requires the waiver of *Moral Rights*, to facilitate the *Client*’s use of the *Project*, including any future modifications, the *Subconsultant*, hereby waives any *Moral Rights* it has in the *Project*.

As a condition precedent to the waiving of *Moral Rights*, the *Architect* agrees to indemnify and save harmless the *Subconsultant*, their employees, agents, and *Sub-subconsultants* from and against all claims, losses, demands, costs and expenses (including legal fees), and 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, any future changes made to the *Instruments of Service* by or on behalf of the *Architect* or *Client*.

If the *Subcontract* is terminated by the *Architect* for cause, the *Moral Rights* of the *Subconsultant*, in the *Project* as selected above are waived.

Acting in good faith, the *Architect* may, but shall not be obliged to, in cases of significant restoration, alteration or addition, consult with the *Subconsultant* as to how best retain the integrity of the *Subcontract* *Services* while providing for the new work.

This waiver only relates to the completed portions of the *Subcontract* *Services*.

**ARCHITECT** *(Signature)*  **SUBCONSULTANT** *(Signature)*

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

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

 *(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*.