



Ontario Association
of Architects

VISION

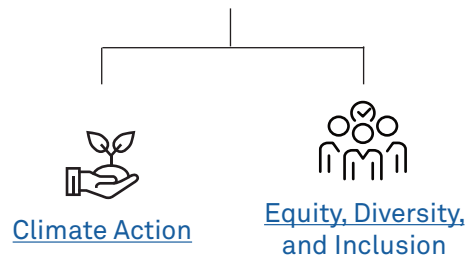
An Ontario in which architects are valued contributors to society, by creating a safe and healthy built environment that performs at the highest levels and elevates the human spirit.

MANDATE

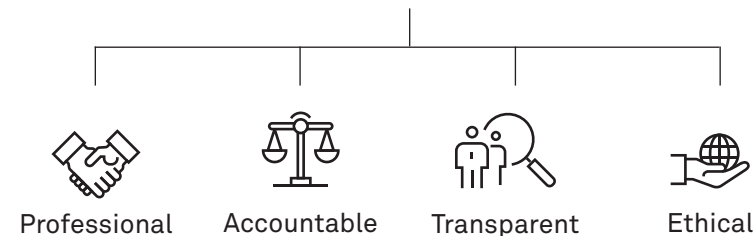
To regulate and govern the practice of architecture in Ontario in the service and protection of the public interest in accordance with the *Architects Act*, its Regulations, and Bylaws; to develop and uphold standards of skill, knowledge, qualification, practice, and professional ethics among architects; and to promote the appreciation of architecture within the broader society.

Strategic Plan [2022-2027]

Themes



Values



Strategic Priorities





Regulatory Leadership

Governance and
Operations

Member
Competency

Public Education

Goal Statements	<p>Bring the OAA's regulatory framework into alignment with current legal principles for professional regulators and modernize its legislative and governing documents to ensure the public interest continues to be served and protected.</p>	<p>Enhance the OAA's governance and operational practices to ensure an effective, inclusive, resilient, and transparent organization.</p>	<p>Ensure the continued professional competency and currency of OAA licensed members in order that they maintain their leadership role in the built environment accountable to the public interest.</p>	<p>Advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of our society as experienced through a sustainable, resilient, and durable built environment.</p>
Strategic Priorities	<ul style="list-style-type: none">● Actively engage with government, legal counsel, and the Attorney General to advance the modernization of the <i>Architects Act</i> and its Regulation.● Increase transparency, fairness, objectivity, and impartiality of OAA registration and regulatory processes.● Continue to serve the public interest through ongoing enforcement activities and investigating breaches of the <i>Architects Act</i> and its Regulations.● Continue to invest in programs and activities that contribute to and foster the diversity and perspective of new applicants to the architectural profession.	<ul style="list-style-type: none">● Continue to implement the operational review recommendations, which include clearly defined roles for Council & staff, additional organizational policies and structures, enhanced IT and data management, enhanced risk management, continued investment in equity, diversity, and inclusion, and ensuring a safe workplace.● Monitor OAA governance reforms and continue to update Council governance practices to align with best practices of professional regulators.● Continue to develop, implement and monitor the futureproofing strategy for OAA internal resources to be agile and resilient.	<ul style="list-style-type: none">● Administer the legislative requirements of mandatory continuing education through the established program framework.● Anticipate and respond to current disruptions and trends in the industry (e.g. different project delivery methods, climate stability, accessibility, and technological advancements) as well as legislative changes (e.g. harmonization of building codes and accessibility) through various continuing education offerings.● Provide information in a responsive manner to members that is relevant and timely regarding OAA education resources, as well as programs and services existing elsewhere that fall outside the purview of the OAA.	<ul style="list-style-type: none">● Implement the Council approved Public Outreach Plan to educate the public about the role of architecture in creating the built environment and its impact on society.● Continue education initiatives to foster a greater understanding of the OAA as a unique professional self-regulator.● Leverage and support programs and services offered by other parties in the built environment to further the public appreciation of architecture and the allied arts.● Continue education regarding best practices in project delivery that relate to regulatory responsibilities of OAA members and practices, inclusive of procurement, in order that the public interest may continue to be served and protected.
Metrics	<ul style="list-style-type: none">● A strategy for modernizing the Act and Regulations has been created and implemented.● The OAA's regulatory standards, policies, and procedures are current and consistent with the right-touch regulatory approach.● The OAA continues to identify and correct regulatory misalignments.● The OAA continues to be in compliance with the Office of the Fairness Commissioner and other government oversight bodies.● There is a clearer understanding of the path to licensure and a greater connection with those on the path to licensure.● The OAA's periodic Demographic Survey demonstrates a shift towards increased equity, diversity, and inclusion.	<ul style="list-style-type: none">● The 39 Operational Review recommendations are implemented.● Roles and responsibilities of OAA staff, committees, and Council are defined and documented.● The OAA's risk assessment metrics are implemented.● Staff retention remains high.● Participation and representation in Council elections is improved.● Best-practice gaps in governance relative to professional regulatory organization benchmarks have been identified, prioritized, implemented and measured	<ul style="list-style-type: none">● Member competency and ethical practice continues to develop and is responsive relative to the industry and profession.● The content of the OAA's educational offerings is focused on technical and legislative content that is current and relevant.● Access to competency development-based education is diversified and equitable.● Increased member use of the OAA webpages on learning opportunities outside of the OAA.● Increased member use of the OAA webpages with the existing OAA Documents and resources as well as Practice Advisory Knowledge Base area.	<ul style="list-style-type: none">● Members demonstrate a clear understanding of the role of the OAA as a regulator and of the extent to which it can promote the public appreciation of architecture.● The OAA has developed and implemented a defined program of public education that responds to our mandate and that is sustainable over time.● The number of times government and other partners/parties have invited the OAA to engage/inform on built environment issues in the public interest has increased.



Operational Procedures

Procedure Reference **OAA Council Meetings – Rules and Procedures**

Issue Date **November 29, 2023**

Revision Dates

Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation Manual, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council. The following operational procedures outline the rules and procedures for discussion, debate and motions within Council meetings:

- The maximum time for a Councillor's comments in debate on a motion is two minutes.
- The Chair shall keep a speakers' list of those wishing to speak to a specific item or motion; and
 - a) the speakers' list shall be built in the order that the Chair notes a Councillor's intention to speak by raising their hand; and
 - b) any Councillor having not spoken to an item/motion shall be given preference on the speakers' list over any Councillor who has already spoken.
- An original main motion may only be introduced at a meeting if it has been added under New Business to the agenda approved for that meeting. Otherwise all other motions are to be contained within the individual reports to Council, unless a motion for an item that is "*For Discussion*" has yet to be identified.
- An item *For Information Only* which no Council member indicates will be the subject of a question or an original main motion is considered to be dispensed upon approval of the agenda for that meeting.
- The meeting will move to a period of informal discussion immediately after a new item has been presented and a main motion on the item is introduced and any questions on the item have been put and answered, and
 - a) a period of informal discussion is defined as the opportunity to discuss an item with the motion on the floor; and
 - b) the Chair of the meeting when the item is introduced continues as the Chair during the period of informal discussion unless they choose to relinquish the Chair; and
 - c) in a period of informal discussion the regular rules of debate are suspended; and
 - d) a period of informal discussion ceases when the Chair notes that no additional members wish to speak to the item or when an incidental motion to return to the regular rules of debate passes with a majority; and
 - e) immediately upon leaving a period of informal discussion, Council will be asked to vote on the motion

f) if the presenter of the item moves no motion on the item then the item is considered dispensed unless an indication to introduce additional original main motions on the item is on the agenda, in which case each of these motions is presented in turn and debated as per the rules of formal debate.



**09[ONTARIO ASSOCIATION OF ARCHITECTS
Council Meeting of September 18, 2025 at approx. 11:00 a.m.**

Meeting # 301

OPEN MEETING AGENDA

Recognition of Traditional Lands

4 mins 1.0 AGENDA APPROVAL

1 min 1.1 Declaration re. Conflict of Interest

2.0 APPROVAL OF MINUTES

4 mins 2.1 Draft minutes of the June 19, 2025 Open Council Meeting (see attached)

2 mins 3.0 BUSINESS ARISING FROM THE MINUTES

4.0 ITEMS FOR REVIEW AND APPROVAL

2 mins 4.1 2026 Council Meeting Dates and Annual General Meeting Date (see attached) Executive Director
It was moved by ... and seconded by... that the 2026 Council meeting dates be approved as circulated.

7 mins 4.2 2026 Conference Program and Schedule (see attached) Manager Finance
It was moved by... and seconded by... that the draft program and schedule for 2026 OAA Conference be approved, while recognizing elements may evolve as further planning takes place.

7 mins 4.3 OAA/OGCA Take Over Procedures (Document 100-2025) and sunseting of OAA/OGCA Document 100-2018 and A Guide to Closeout Procedures (see attached) VP Yeung
It was moved by Yeung and second by.... that Council endorse the new OAA-OGCA Document No.100-2025 as presented to Council on September 19, 2024; and direct the withdrawal of OAA/OGCA Document No.100-2018 (as reissued 2019) and A Guide to Project Closeout Procedures (Dated November 2010).

7 mins 4.4 Revised OAA Practice Tip 36.3 – Energy Efficiency for Housing – Prescriptive Compliance (see attached) VP Yeung
It was moved by Yeung and seconded by that Council endorse the revised OAA Practice Tip PT.36.3 OBC SB-12 Energy Efficiency for Housing – Prescriptive Compliance as presented to Council on September 18, 2025.

7 mins 4.5 OAA Council Policy – AI Usage (see attached) Governance Committee
It was moved by... and seconded by... that Council approve the AI Usage Policy.

7 mins 4.6 OAA Council Policy – Exemption Requests to Council – Submission Guidelines (see attached) Registrar
It was moved by... and seconded by...that Council approve the Council Policy - Submission Guidelines for Exemption Request to Council as well as the updates Statutory Framework document.

It was moved by... and seconded by...that Council approve the sunseting of the existing Council Policy – Exemption Requests issue date January 11, 1996.

5.0 ITEMS FOR DISCUSSION

6.0 REPORTS

Open Council Agenda

1 min	6.1	Report from the President – Activities for the months of June-September (<i>see attached</i>)	President
1 min	6.2	Report from the Executive Director (<i>see attached</i>)	Executive Director
1 min	6.3	Report from the Registrar (<i>see attached</i>)	Registrar
	6.4	Report from the Senior Vice President and Treasurer	SVP & Treasurer
5 mins	6.4.a	Financial Statements for 9 months ending August 31, 2025 (<i>see attached</i>)	
	6.5	Committee Reports	Committee Chairs
1 min	6.5.a	Communications & Public Education Committee – Update (<i>see attached</i>)	VP Spiegel
1 min	6.5.b	Governance & HR Committee - Update (<i>see attached</i>)	SVP & Treasurer
1 min	6.5.c	OAA Building Committee- Update (<i>see attached</i>)	SVP & Treasurer
1 min	6.5.d	Practice Resource Committee (PRC) – Update (<i>see attached</i>)	VP Yeung
1 min	6.5.e	Policy Advisory Consultation Team (PACT) – Update (<i>see attached</i>)	Immediate Past President
	7.0	ITEMS FOR INFORMATION	
	7.1	Final Report on 2025 Conference Ottawa (<i>see attached</i>)	Manager, Finance
	8.0	OTHER BUSINESS	
	9.0	DATE OF NEXT MEETING	
	9.1	The next regular meeting of Council is Friday, November 28, 2025 at 9:30 a.m. at the OAA Headquarters, Toronto, Ontario.	
	10.0	ADJOURNMENT	

Ontario Association of Architects

Meeting #300 Open

MINUTES

June 19, 2025

The three hundredth meeting of the Council of the Ontario Association of Architects, held under the *Architects Act*, took place on Thursday June 19, 2025 at the OAA Headquarters, 111 Moatfield Drive, Toronto, Ontario and virtually via Zoom.

Present:	Ted Wilson	President
	Lara McKendrick	Senior Vice President and Treasurer
	Settimo Vilar di	Immediate Past President
	Susan Spiegel	Vice President
	Thomas Yeung	Vice President
	Loloa Alkasawat	Councillor
	Donald Ardiel	Councillor
	J. William Birdsell	Councillor
	Jim Buttici	Lieutenant Governor in Council Appointee
	Kimberly Fawcett-Smith	Lieutenant Governor in Council Appointee
	Natasha Krickhan	Councillor
	Jenny Lafrance	Councillor
	Michelle Longlade	Lieutenant Governor in Council Appointee (virtual)
	Elaine Mintz	Lieutenant Governor in Council Appointee
	Deo Paquette	Councillor
	Anna Richter	Councillor
	Kristiana Schuhmann	Councillor
	Ted Watson	Councillor
	Kristi Doyle	Executive Director
	Christie Mills	Registrar
	Tina Carfa	Executive Assistant, Executive Services
	Erik Missio	Manager, Communications
Regrets:	Marek Zawadzki	Councillor
Guests:	Behnaz Assadi	Ja Architecture Studio (virtual – part attendance)
	Tanya Chute Molina	Manager, Business & Operational Planning, Office of the Fairness Commissioner (part attendance)
	Irwin Glasberg	Commissioner, Office of the Fairness Commissioner (part attendance)
	Bilqis Williams	Compliance Analyst, Office of the Fairness Commissioner (part attendance)

The President called the meeting to order at 3:40 p.m.

The President noted that a land acknowledgement and recognition of the Indigenous land and its people is being shared with Council by a member of the OAA Landscape Project design team, Behnaz Assadi of Ja Architecture Studio.

Council moved to the open meeting from the in camera 1:05 p.m. to receive a presentation from the Office of the Fairness Commissioner.

9925. *Reference Material Reviewed:* A presentation to OAA Council dated June 19, 2025 re. Fair and Innovation Registration Practices and Regulating in the Public Interest. **(APPENDIX 'A')**

The President welcomed Commissioner Irwin Glasberg, along with staff from the Office of the Fairness Commissioner (OFC), Tanya Chute Molina and Bilqis Williams.

Commissioner Glasberg presented to Council based on a PowerPoint presentation that had been previously circulated to Council

The Commissioner reviewed the role the Office of the Commissioner (OFC) and elements of the *Fair Access to Regulated Professions and Compulsory Trades Act (FARPACTA)*. He further reviewed the responsibilities of regulators under FARPACTA and application of the OFC's 'Risk-Informed Compliance Framework'.

Following his presentation, the Commissioner entertained questions from the Council.

The President thanked the Commissioner for the presentation to Council.

Chute-Molina, Glasberg, and Williams left the meeting at 2:05 p.m.

Council returned to in camera at 2:05 p.m. and officially began the open meeting at 3:40 p.m.

DECLARATION RE CONFLICT OF INTEREST

The President called for declaration of any conflicts of interest.

No conflicts of interest were declared.

AGENDA APPROVAL

9926. The President reported that there were no new items to be added to the agenda.

It was moved by Mintz and seconded by Butticci that the agenda for the June 19, 2025 open meeting be approved as circulated.

-- CARRIED

APPROVAL OF MINUTES

9927. *Reference Material Reviewed:* Draft minutes of the May 13, 2025 Open Council meeting.

The draft minutes of the May 13, 2025 Open Council meeting were reviewed.

It was moved by Longlade and seconded by Mintz that the minutes of the May 13, 2025 Open Council meeting be approved as circulated.

-- CARRIED

BUSINESS ARISING FROM THE MINUTES

9928. There was no business arising from the minutes.

ITEMS FOR REVIEW AND APPROVAL

9929. Reappointment of Representative to the Committee for the Examination for Architects in Canada (CExAC) (*oral*)

Council deferred the item to the September 18 Council meeting.

9930. Appointment of Representative to the University of Toronto, John H. Daniels Faculty of Architecture, Landscape, and Design School Council (*oral*)

Doyle reported.

It was moved by Speigel and seconded by Paquette that Council approve the appointment of Miriam Ho to the University of Toronto, John H. Daniels Faculty of Architecture, Landscape and Design School Council for a three-year term commencing September.

-- CARRIED

9931. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated June 10, 2025 re. OAA Document Maintenance: Updates to Practice Tip PT.39.1 and attached supporting documentation. **(APPENDIX 'B')**

The Vice President reported.

It was moved by Yeung and seconded by Schuhmann that Council endorse the revised OAA Practice Tip PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts as presented to Council on June 19, 2025.

-- CARRIED

9932. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated June 10, 2025 re. OAA Document Maintenance: Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.19 and attached supporting documentation. **(APPENDIX 'C')**

The Vice President reported.

It was moved by Yeung and seconded by Vilardi that Council endorse the revised OAA Practice Tip PT.19 ANSI / ASHRAE / IES 90.1 - 2013 – An Overview of the Energy Standard as presented to Council on June 19, 2025.

-- CARRIED

9933. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated June 10, 2025 re. OAA Document Maintenance: Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.36.2 and attached supporting documentation. **(APPENDIX 'D')**

The Vice President reported.

It was moved by Yeung and seconded by McKendrick that Council endorse the revised OAA Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance as presented to Council on June 19, 2025.

-- CARRIED

ITEMS FOR DISCUSSION

9934. There were no items for discussion.

EXECUTIVE COMMITTEE REPORTS

9935. *Reference Material Reviewed:* President's Activities for the months of May to June. **(APPENDIX 'E')**

The report was noted for information.

9936. *Reference Material Reviewed:* Report from Executive Director, Kristi Doyle dated June 19, 2025 re. Executive Director Report to Council. **(APPENDIX 'F')**

The report was noted for information.

9937. *Reference Material Reviewed:* Memorandum from Registrar, Christie Mills re. Office of the Registrar Statistical Report to Council – January 1 to June 3, 2025. **(APPENDIX 'G')**

It was suggested by a member of Council that the Complaints Review Councillor (CRC) reports be included in the report from the Registrar.

Doyle responded that reporting by the CRC is to be kept at arms length from the Office of the Registrar to avoid a conflict of interest. Future reporting in terms of items being addressed by the CRC may be added to the Executive Director's report.

A Councillor acknowledged members of the Experience Requirements Committee (ERC) who spent significant time in the review and refinement of the processes of the Committee. It was noted that in respect to the Fair Access to Regulated Professions and Compulsory Trades Act (FARPACKTA), the ERC conducts assessments based on competencies.

The report was noted for information.

9938. *Reference Material Reviewed:* Memorandum from Senior Vice President and Treasurer, Lara McKendrick dated June 3, 2025 re. Unaudited Financial Statements for the Six Months Ended May 31, 2025 and attached background information. **(APPENDIX 'H')**

The Senior Vice President and Treasurer reported that there are now illustrative graphs included in the report to facilitate ease in viewing revenue vs. expenses tracking. The three-year reserves graphs are now broken down year by year.

The report was noted for information.

9939. *Reference Material Reviewed:* Memorandum from the Communications and Public Education Committee (CPEC) dated June 6, 2025 re. General Updates and attached background information. **(APPENDIX 'I')**

The report was noted for information.

9940. *Reference Material Reviewed:* Memorandum from Governance Committee dated June 4, 2025 re. Update from OAA Governance & HR Committee. **(APPENDIX 'J')**

A member of Council enquired as to whether a draft of amendments as part of the Act modernization project will be shared with Council as a summary of the review.

A member of Council noted that the Governance Committee has reviewed a summary of the audit and gap analysis and have requested that staff organize the information over the summer months so that it is digestible while still being shared with Council in a comprehensive format.

The report was noted for information.

9941. *Reference Material Reviewed:* Memorandum from the OAA Building Committee dated June 4, 2025 re. Update from the OAA Building Committee. **(APPENDIX 'K')**

The report was noted for information.

9942. *Reference Material Reviewed:* Memorandum from Practice Resource Committee (PRC) dated June 10, 2025 re. Practice Resource Committee (PRC) Update and attached supporting documentation. **(APPENDIX 'L')**

A member of Council noted that a member had enquired whether they could bring a list of architects would be able to assist in the mentorship of practices who are closing due to death or incapacitation.

Mills responded that Regulatory Notice 13 is being drafted which addresses scenarios of succession and business continuity.

The report was noted for information.

9943. *Reference Material Reviewed:* Memorandum from Vice President, Susan Speigel dated June 9, 2025 re. Update on the Policy Advisory Coordination Team's (PACT) work. **(APPENDIX 'M')**

A member of Council noted that the Queen's Park Picks (QPP) contained an excellent selection of nominations which are well distributed over all political parties and society regions. The OAA's Policy & Government relations staff have been working diligently and expeditiously in review of the submissions. It was noted that the government will have returned to legislature only two days prior to the OAA's scheduled October event.

The report was noted for information.

ITEMS FOR INFORMATION

9944. The Presentation from the Office of the Fairness Commissioner was reported under minute number 9925.

9945. *Reference Material Reviewed:* Memorandum from Communications Manager, Erik Missio dated June 8, 2025 re. January-June 2025 Operational Plan Update: Communications. **(APPENDIX 'N')**

The report was noted for information.

9946. *Reference Material Reviewed:* Memorandum from Deputy Registrar, Claire Hepburn dated June 6, 2025 re. Semi-annual Update – Continuing Education Service Area. **(APPENDIX 'O')**

The report was noted for information.

9947. *Reference Material Reviewed:* Memorandum from Deputy Registrar, Claire Hepburn dated June 6, 2025 re. Semi-annual Update – Continuing Education Service Area and attached supporting documentation. **(APPENDIX 'P')**

The report was noted for information.

9948. *Reference Material Reviewed:* Memorandum from Manager, Finance, Melanie Walsh dated May 30, 2025 re. Semi-Annual Operational Plan Update. **(APPENDIX 'Q')**

The report was noted for information.

9949. *Reference Material Reviewed:* Memorandum from COO, Kathy Armbrust dated June 10, 2025 re. Semi-Annual Update from Operations and Human Resources. **(APPENDIX 'R')**

The report was noted for information

9950. *Reference Material Reviewed:* Memorandum from Information Technology Manager, Abhishek Chaudhary dated June 11, 2025 re. Information Technology service area – Half-year update. **(APPENDIX ‘S’)**

The report was noted for information

9951. *Reference Material Reviewed:* Memorandum from Manager, Policy and Government Relations, Sara Trotta dated June 2, 2025 re. Mid-year Operational Plan Update – Policy and Government Relations and attached supporting documentation. **(APPENDIX ‘T’)**

The report was noted for information

9952. *Reference Material Reviewed:* Memorandum from Manager, Practice Advisory Services, Melisa Audet dated June 10, 2025 re. OAA Service Area Semi-Annual Updates – Practice Advisory Services and attached supporting documentation. **(APPENDIX ‘U’)**

The report was noted for information

9953. *Reference Material Reviewed:* Memorandum from Manager, Melanie Walsh dated June 3, 2025 re. Conference 2025 Update and Next Steps for Conference 2026. **(APPENDIX ‘V’)**

It was suggested by a member of Council that Conference registration be moved up in time as in some situations the timing must align with the federal government deadline.

The report was noted for information

9954. *Reference Material Reviewed:* Summary Report on the Annual Meeting of the Local Society Chairs, May 13, 2025. **(APPENDIX ‘W’)**

The report was noted for information

OTHER BUSINESS

9955. There was no other business.

DATE OF NEXT MEETING

9956. The next regular meeting of Council is Thursday September 18, 2025 at 9:30 a.m. at the OAA Headquarters, 111 Moatfield Drive, Toronto, Ontario.

ADJOURNMENT

9957. **It was moved by Butticci and seconded by Fawcett-Smith that the meeting be adjourned at 4:05 p.m.**

-- CARRIED UNANIMOUSLY

President

Date

2026 COUNCIL MEETING DATES

Meetings will be held virtually or at 111 Moatfield Drive, Toronto,
unless otherwise noted.

In-Camera begins at 9:30 a.m.

Open begins at approximately 11:00 a.m.

Thursday	January 22, 2026	
	OAA Strategic Plan Review and Council Governance Workshop Planning Session	Thurs Jan 22 approx. 3:00 p.m. – 6:00 pm Friday Jan 23 9:00 a.m. – 3:00 p.m.
Thursday	March 5	
Thursday	April 15	Annual General Meeting – 1-2:30 p.m.
Tuesday	May 12	Waterloo (Conference)
Thursday	June 25	
Thursday	September 17	
Friday	December 4	OAA Seasonal Celebration event that evening at the OAA

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 4.2

From: Melanie Walsh, Manager, Finance

Date: September 4, 2025

Subject: Conference 2026 Program and Schedule

Objective: To provide Council with an update on Conference 2026 to be held in May, 2026 and present the proposed format and schedule of events for approval.

In 2026, the OAA Conference, *Collaboration Powering Innovation*, comes to the Kitchener-Waterloo area—home to the world’s biggest tech companies, from Apple to Google. In Ontario’s Silicon Valley, the opportunities and challenges posed by AI, automation, and energy modelling grab the headlines, while meaningful collaboration quietly powers creative decision-making relative to architectural quality, practice, and problem-solving.

Next year's Conference will explore how collaboration thrives in the Grand Valley, with its mid-sized cities and architectural gems, as well as across the province. The climate crisis, housing shortages, and anxieties around economies and supply chains mean the need for collaboration and innovation has never been more valued.

To achieve a resilient, adaptive, and functional built environment, the profession must examine the tools for better co-creating with project team collaborators, clients, citizens, and municipalities. The OAA’s flagship event brings experts and delegates to the heart of Canadian tech innovation for three days of experiential local learning, professional development, and celebration.

This memo provides an overview of the proposed programming/scheduling for the event, delving into certain planned special events and new features at a high level. It is important to solidify the overall program “shape” at this time so time-sensitive planning can continue in collaboration with Moore Carlyle Consulting (MCC). Specific elements may continue to evolve as further planning takes place.

Agenda-at-a-Glance

An Agenda-at-a-Glance is provided as an appendix. While every attempt has been made to present an accurate snapshot of the planned event, there may be further adjustments depending on the ability to organize the proposed content, associated budgets, as well as available resources and other potential limitations to determine the best outcome for the 2026 Conference. There may also be additional ideas presented over the next month or so in terms of content.

As planned, this conference will have one main hotel, Delta Hotel Waterloo, with a secondary hotel, The Walper Hotel. The main venue as approved by Council is Bingemans Conference Centre with space for classroom learning, sponsoring exhibitors, and special events. As Bingemans is approximately a 12-minute drive from the Delta Waterloo and city centre, much thought is being given to mass-yet-streamlined transportation from the host hotels as well as off-site experiential learning, continuing education and special events.

The following is a memo highlight some of the broader components of the schedule.

Tuesday

As usual, Council and Local Architectural Society Chair meetings will take place the day before Conference. Sponsors will also be given access to the Lounge for their setup. This Lounge will serve as a hub for the duration of the Conference, with both special events and dedicated networking/visiting opportunities throughout to ensure attendees can easily visit all the Sponsors.

Wednesday

Wednesday will feature a “prix-fixe” approach to the day’s learning in that there will be a series of consecutive large-room sessions attended by all delegates. This follows the change made in 2025 from having “a la carte” choice with multiple simultaneous small sessions.

The result is a significant cost reduction for room rates, audiovisual rentals, speaker fees, and other expenses, but without any impact on the amount of Structured Learning hours available. There was also positive feedback received from attendees in Ottawa this year related to the community feel of learning the same topic and building on the ideas between sessions by sharing conversation with others.

In addition to this onsite format, there will also be Experiential Learning sessions occurring off site. These sessions will be generally limited to approximately 50 people each session. OAA staff and MCC are continuing to source additional offsite educational opportunities.

Based on this new format, the morning begins with a networking breakfast among the sponsors in the Lounge. The first session kicks off with a land acknowledgement and greeting from the OAA President, followed by a plenary event selected by the ConEd Advisory Group based on proposal submissions. Attendees then enjoy a break in the Lounge, followed by the first Continuing Education Panel Conversation.



Similar to 2025, the lunch will be structured as an “Ask the Experts” sponsored learning event: registrants will take a seat at a round table with a sponsor during the meal and have the opportunity to ask questions about current or completed projects. After an allotted period, the sponsor will move to another table, allowing individuals to speak with multiple product experts while enjoying lunch before their afternoon sessions continue. Attendees will also earn an hour of Structured Learning. This is an important programming change to ensure sponsors, who help offset a significant portion of Conference costs, continue to see value in the event.

The evening would then feature an Opening Night event that will be hosted in concert with the Local Society, as this allows the Society more visibility from the registrants. Grand Valley Society of Architects (GVSA) has created a dedicated committee to support Conference; that team has provided invaluable ideas and local expertise during these early stages of planning. The Conference Manager, MCC, and GVSA continue to meet and work on selecting a venue for the evening.

Thursday

As they were popular in this year's Conference in Ottawa, the Breakfast and Learns will return for Sponsored Learning options. After breakfast, there will be the familiar format of choose-a-session for ConEd, with up to four in-classroom sessions and four Experiential Learning sessions running concurrently.

Sponsored Lunch & Learns will take place during the lunch hour that will allow all attendees to participate. In the afternoon, there is again classroom and experiential learning, with up to four in-classroom ConEd Sessions and four Experiential Learning sessions for the first half.

The final half of Thursday afternoon will offer a Celebratory Plenary, which will provide an opportunity to award the Service Awards, acknowledge Honorary Member(s) and Past Councillors, followed by a presentation from a local practice. This plenary will run for 2 hours.

Registrants will then transfer by shuttle bus over Tapestry Hall in Waterloo for the remainder of the event. The President's Reception from 6 to 7 pm, in the Conference Lounge, among the sponsors (similar to Happy Hour the day before). This allows for showcasing of the award winners via digital signs. Food and non-alcoholic drinks will be available, with a cash bar.

The Celebration of Excellence (where the winners of Design Excellence Awards, as well as Best Emerging Practice, Medal of Service, and Lifetime Design Achievement will be honoured) will then take place at Tapestry, followed by the traditional Archifête party that features food, cash bar, and entertainment. Shuttles will transfer people to the party and back to the host hotel.

Friday

The day will start off with Breakfast and Learns, once again offering an allocation for Sponsored Learning options. The first quarter of the morning will provide registrants with up to four in-classroom ConEd sessions and two Experiential Learning opportunities.



Similar to 2025, an in-person Closing Plenary session will conclude Conference, running from 10:30 am to 12:30 pm. At the event, the OAA President will also address the audience, thanking them for participating in Conference 2026.

Conference concludes at 12:30 pm to allow for those travelling to start their journey home.

Action

It was moved by... and seconded by... that the draft program and schedule for 2026 OAA Conference be approved, while recognizing elements may evolve as further planning takes place.

Attachments

Program at a Glance

	WEDNESDAY, MAY 13				THURSDAY, MAY 14						FRIDAY, MAY 15							
BREAKFAST	NETWORKING BREAKFAST OR SPONSORED LEARNING (3 SESSIONS)* CONFERENCE LOUNGE 7:00 AM TO 8:00 AM			EL01 FULL DAY EXPERIENTIAL LEARNING 8:30 AM TO 5:30 PM	SPONSORED LEARNING (4 SESSIONS) VARIOUS SESSIONS WITH BREAKFAST 7:00 AM TO 8:00 AM					EL08 FULL DAY EXPERIENTIAL LEARNING 8:30 AM TO 5:30 PM	SPONSORED LEARNING (4 SESSIONS) VARIOUS SESSIONS WITH BREAKFAST 7:00 AM TO 8:00 AM							
MORNING	TRAVEL TIME BETWEEN MAIN BUILDING AND EMBASSY (5 MINUTES)				TRAVEL TIME BETWEEN MAIN BUILDING AND EMBASSY (5 MINUTES)						TRAVEL TIME BETWEEN MAIN BUILDING AND EMBASSY (5 MINUTES)							
	CE01 OPENING PLENARY WITH WELCOME REMARKS & LAND ACKNOWLEDGEMENT GENERAL SESSION ROOM 8:30 TO 10:15 AM		EL02/EL03/EL04 EXPERIENTIAL LEARNING (3 HALF-DAY SESSIONS) DEPARTING FROM CONFERENCE LOUNGE 8:30 AM TO 12:30 PM		CE05 GENERAL SESSION ROOM 8:30 TO 10:00 AM		CE06 BREAKOUT 8:30 TO 10:00 AM		CE07 BREAKOUT 8:30 TO 10:00 AM		CE08 BREAKOUT 8:30 TO 10:00 AM		EL09/EL10/EL11 EXPERIENTIAL LEARNING (3 HALF-DAY SESSIONS) DEPARTING FROM CONFERENCE LOUNGE 8:30 AM TO 12:30 PM					
BREAK	NETWORKING BREAK VISIT SPONSOR DISPLAYS CONFERENCE LOUNGE 10:15 TO 10:45 AM				NETWORKING BREAK VISIT SPONSOR DISPLAYS CONFERENCE LOUNGE 10:00 TO 10:30 AM						NETWORKING BREAK VISIT SPONSOR DISPLAYS CONFERENCE LOUNGE 10:00 TO 10:30 AM					EL15/EL16 EXPERIENTIAL LEARNING (HALF-DAY SESSIONS) OFFSITE DEPARTING FROM OAA HUB IN CONFERENCE LOUNGE 8:30 AM TO 12:30 PM		
MORNING	CE02 CONTINUING EDUCATION GENERAL SESSION CONVERSATION GENERAL SESSION ROOM 10:45 AM TO 12:15 PM				CE05 GENERAL SESSION ROOM 10:30 AM TO 12:00 PM		CE09 BREAKOUT 10:30 AM TO 12:00 PM		CE10 BREAKOUT 10:30 AM TO 12:00 PM		CE11 BREAKOUT 10:30 AM TO 12:00 PM		CE18 CLOSING PLENARY SESSION WITH CLOSING REMARKS CONFEDERATION 10:30 AM TO 12:30 PM					
LUNCH	VISIT SPONSOR DISPLAYS 12:15 TO 12:30 PM						VISIT SPONSOR DISPLAYS 12:00 TO 12:30 PM											
	ASK THE EXPERTS - SPONSORED LEARNING CONFERENCE LOUNGE 12:30 TO 1:30 PM						SPONSORED LEARNING (4 SESSIONS) VARIOUS SESSIONS WITH BREAKFAST 12:30 PM TO 1:30 PM											
	VISIT SPONSOR DISPLAYS 1:30 PM TO 2:00 PM						TRANSFER TIME - ESTIMATED 30 MINUTES											
AFTERNOON	CE03 CONTINUING EDUCATION GENERAL SESSION CONVERSATION GENERAL SESSION ROOM 2:00 TO 3:30 PM		EL05/EL06/EL07 EXPERIENTIAL LEARNING (3 HALF-DAY SESSIONS) DEPARTING FROM CONFERENCE LOUNGE 2:00 TO 5:30 PM		CE12 CONTINUING EDUCATION LOCATION TBD 2:00 TO 3:30 PM				EL12/EL13/EL14 EXPERIENTIAL LEARNING (3 HALF-DAY SESSIONS) DEPARTING FROM CONFERENCE LOUNGE 2:00 TO 5:30 PM									
BREAK	NETWORKING BREAK VISIT SPONSOR DISPLAYS CONFERENCE LOUNGE 3:30 TO 4:00 PM				BREAK CONFERENCE LOUNGE 3:30 TO 4:00 PM													
AFTERNOON	CE04 CONTINUING EDUCATION GENERAL SESSION CONVERSATION GENERAL SESSION ROOM 4:00 TO 5:30 PM				CE13 RECOGNITION & PLENARY LOCATION TBD 4:00 TO 6:00 PM													
EVENING	HAPPY HOUR. CONFERENCE LOUNGE 5:30 TO 6:30 PM					TRANSFER TIME - ESTIMATED 30 MINUTES												
	TRANSFER TIME - ESTIMATED 30 MINUTES					SP05 PRESIDENT’S RECEPTION. TAPESTRY HALL 6:30 TO 7:30 PM												
	SP03 OAA OPENING NIGHT HOSTED BY SOCIETY LOCATION TBD 7:30 TO 10:30 PM					SP05 CELEBRATION OF EXCELLENCE. TAPESTRY HALL 7:30 TO 8:30 PM												
						SP06 ARCHIFÊTE. TAPESTRY HALL 8:30 TO 11:00 PM												

* NETWORKING OR SALES DEPENDANT. TOTAL POTENTIAL SPONSORED LEARNING RANGE FROM 12 TO 15 SESSIONS.

PLEASE NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE TO PRESENT AN ACCURATE SNAPSHOT OF THE PLANNED EVENT, THERE MAY BE FURTHER ADJUSTMENTS DEPENDING ON THE ABILITY TO ORGANIZE THE PROPOSED CONTENT, ASSOCIATED BUDGETS, AS WELL AS AVAILABLE RESOURCES AND OTHER POTENTIAL LIMITATIONS TO DETERMINE THE BEST OUTCOME FOR THE 2026 CONFERENCE. THERE MAY ALSO BE ADDITIONAL IDEAS PRESENTED OVER THE NEXT MONTH OR SO IN TERMS OF CONTENT.

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 4.3

From: Thomas Yeung, Vice President & PRC Chair

Date: September 9, 2025

Subject: Updates to OAA-OGCA Document No. 100-2018
(OAA/OGCA Take-Over Procedures (CA)).

Objective: To review and endorse OAA-OGCA Document 100-2025 version and the withdrawal of the Guide to Project Close-out (dated November 2010)

Background

OAA/OGCA documents are accessed via both the OAA Website and the OGCA Website, and although written primarily for architects/licensed technologists & contractors, they are a resource for clients, lawyers, and others in the design & construction industry.

OAA/OGCA Take-Over Procedures (also known as “Document 100”) has existed for many years (since at least 1972) and has come to be relied on in the construction industry in Ontario. More recently, it was revised in 2007 and then updated in 2018 and 2019 to reflect the provisions of the *Construction Act*. However, the [Guide to Project Closeout Procedures](#) was last updated in 2010 and does not reflect changes to applicable law, CCDC contracts, or industry practices which have occurred since.

This latest version of Document 100 was prompted by changes to the CCDC contracts, particularly the introduction of the Ready-for-Takeover concept, the need to clarify that an application for release of holdback was not subject to the prompt payment provisions of the *Construction Act*, and because of concerns that some of the wording had not kept pace with current industry practices.

Key Changes to Document 100-2018 and Withdrawal of Associated Documents (refer to Appendices 0, 1, 2, 3)

See Appendix 0 which provides a summary of the changes as well as the process of review.



Overview of the Process and Input from Various Parties

As part of the maintenance project, the OAA-OGCA liaison group - formed by members of OAA Executive Committee and Directors of the OGCA - identified the need to review both the OAA-OGCA Document 100 – Take-Over Procedures as well as the [OAA/OGCA A Guide to Project Closeout](#). This latter document was designed to be used as a reference in combination with a previous version OAA/OGCA Document No.100, however, it has not been maintained over the years. The liaison group decided to leverage some content/concepts and transfer them to enhance the updated Document 100 while at the same time withdrawing the old Guide.

Throughout the development of the new 2025 version, the following stakeholders were consulted for input/feedback: Practice Resources Committee (PRC), members of the OGCA Board and the President of the OGCA, along with external legal counsel.

Following review/discussion at the September 4 meeting of PRC, the committee is recommending that Council endorse this updated document.

Next Steps – Communication Plan and Withdraw Previous Versions

PAS to work with OAA Communications to coordinate messaging with the OGCA team in regards to the launch of the document, update of the OAA website, and announcements in OAA news, social media, etc. Here are key items:

- Leveraging the [Practice Advisory Newsletter](#): Present the new version of the document.
- [OAA website updates, withdrawal of existing documents and transition period](#): The OAA will work with OGCA to determine a transition period as part of the messaging to both OAA members and OGCA members as well as edits to landing pages on the OAA website, including reviewing if an older version exists on website.
- [Impact on other OAA resources](#) (such as the contracts, Practice Tips, etc.): There is no anticipated need to revise the OAA contracts or guides as any references are to the “latest version of Document 100”.
- [Update to the Admission Course’s Required Reading List](#): PAS is working with the Continuing Education team to update the required reading list for 2025-2026.
- Monitor for updates likely needed once the government finalizes the regulations for the *Construction Act* (anticipated in late 2025).

Action

Council is asked to consider the following motion:

It was moved by Yeung and second by.... that Council endorse the new OAA-OGCA Document No.100-2025 as presented to Council on September 19, 2024; and direct the withdrawal of OAA/OGCA Document No.100-2018 (as reissued 2019) and A Guide to Project Closeout Procedures (Dated November 2010).

Attachments

- Attachment 0: Executive Summary - Updates to OAA-OGCA Document No. 100-2018 (OAA/OGCA Take-Over Procedures (CA)) and Withdrawal of the Guide to Project Close-out Procedures
- Attachment 1: Draft OAA-OGCA Document No.100-2025 – Final clean version for endorsement
- Attachment 2: OAA/OGCA Document No.100-2018 (issued 2019) – Redline version
- Attachment 3: A Guide to Project Closeout Procedures – For withdrawal

Updates to OAA-OGCA Document No. 100-2018 (OAA/OGCA Take-Over Procedures (CA)) and Withdrawal of the Guide to Project Close-out Procedures

Executive Summary

Updated September 9, 2025

Background

- [OAA/OGCA Document No. 100](#) is accessed via both the OAA Website and the Ontario General Contractors Association (OGCA) Website, and although written primarily for architects/licensed technologists, contractors, and clients, it is a resource for lawyers and others in the design & construction industry.
- The purpose of OAA/OGCA Document No. 100 also referred as OAA/OGCA Take Over Procedures - is to recommend standard procedures to facilitate the closing stages of a construction contract and the take-over of the project by the owner from the contractor. These procedures were prepared jointly by the OAA and the Ontario General Contractors Association (the "Associations") have been updated from time-to-time, and have been approved by their governing bodies.
- This document is meant to be an educational treatise for all the stakeholders in the project (including the owner, consultants, contractors and subcontractors); however, the Associations recommend the use of these procedures by their respective members and owners/clients. The Associations also recommend that these procedures be coordinated with and form a part of the construction contract documents from the outset by reference to Document No. 100.
- Document 100 has existed since at least 1972 (when the *Mechanics Lien Act* was in force) and has come to be relied on in the construction industry in Ontario. More recently, it was revised in 2007 and then updated in 2018 and 2019 to reflect the provisions of the *Construction Act*. However, the companion [OAA/OGCA Guide to Project Closeout Procedures](#) was last updated in 2010 and does not reflect changes to applicable law, CCDC contracts, or industry practice which have occurred since then.

Requirement to Update

- This latest update to Document 100 was prompted by:
 - changes to the CCDC contracts, particularly the introduction of the Ready-for-Takeover concept,
 - the need to clarify that an application for release of holdback was not subject to the prompt payment provisions of the *Construction Act*, and
 - the need to address concerns that some of the wording had not kept pace with industry practices.

Note: This September 2025 version does not reflect the as yet unproclaimed changes to the *Construction Act*.

Overview of the Process and Input from Various Parties

- As part of this maintenance project, the OAA-OGCA liaison group - formed by members of OAA Executive Committee and Directors of the OGCA - identified the need to review both the OAA/OGCA Document 100 – Take-Over Procedures as well as the [OAA/OGCA A Guide to Project Closeout Procedures](#). This latter document was designed to be used as a reference in combination with



OAA/OGCA Document No.100. However, it had not been maintained over the years. It was decided to leverage some content/concepts and transfer them into the updated Document 100-2025 rather than maintain a separate Guide.

- The first draft of the updates to Document 100 was created by OAA's Practice Advisory Services (PAS) staff in early 2023. It was then submitted to OGCA for review and comment. The response was discussed with OGCA. The resulting draft was reviewed by legal counsel. Most outstanding legal comments and issues were resolved by discussion with OGCA.
- Throughout the development of the new version, the following stakeholders were consulted for input/feedback: Practice Resources Committee (PRC), members of the OGCA Board and the President of the OGCA, and external legal counsel. Support was provided by the OAA's Executive Director and OAA's Communications team.
- As it pertains to maintenance consideration, OAA-OGCA liaison group suggested to withdraw the Guide to Project Close-out, but to keep graphic timelines and create a new appendix to Document 100-2025 version
- In early September 2024, the draft copy was presented for acceptance by OGCA at their AGM. Consensus was not achieved, and OAA was made aware that feedback would be forwarded by OGCA.
- In April 2025, OAA received the feedback which was reviewed by PAS. Input was obtained from legal counsel.
- A meeting was held with OGCA/their legal counsel and PAS to review feedback and address outstanding concerns.
- OAA worked with legal counsel to finalize the draft.
- OGCA accepted the updated Document 100-2025 version at their AGM on June 27, 2025.
- PRC has been kept apprised of the maintenance project as well as the process. At the September 4 2025 PRC meeting, the committee was provided following based on discussion/questions:
 - Background/historical context for the withdrawal of the companion OAA/OGCA Guide to Project Closeout Procedures. Creating an updated version of the guide may be considered if the need arises in the future.
 - Clarification around the focus of the Document 100 and why it doesn't refer to OBC's Division C, Subsection 1.3.3. Occupancy of Buildings and the requirements for Substantial Completion
 - Document 100 is focused on what is in the contract and in the *Construction Act*
 - Substantial Completion deals with occupancy requirements which are not part of every project.
 - Substantial Completion is pertinent but it not the focus of this resource.
 - Clarification that Document 100 deals with the typical processes and doesn't address all of the possible quirks and exceptions.
- PRC provided their support of the updated 2025 version and withdrawal of associated resources (refer to "Next Steps" section below).

Organization of Document 100-2025 & Proposed Changes

- General Formatting Changes include:
 - updated logos for both organizations
 - expanded background section
 - new Appendices C and D (see below)
- Updated title to reflect year of issuance
- Updated contents page, including contact email for OAA
- Updates to the Application Section:
 - This section was simplified as the *Construction Act* has been in effect for a number of years
- Updates to the Introduction Section:



- An explanation of the withdrawal of the 2010 Guide and the inclusion of two updated timelines as Appendices was added
- Updates to the General Notes Section
 - The focus and scope of the document were clarified
 - The distinction between the roles of consultant and payment certifier were emphasized
- Updates to the Definition Section
 - Minor adjustments to the wording were made to more accurately reflect the legislation
 - Ready-for-Takeover and Ready for Use were added for clarity
- Updates to the Significant Statutory Requirements Section
 - Minor changes were made for consistency and to address annual and phased release of holdback
 - The various stages were updated for clarity and consistency
 - A stage was added to address the processes around Ready-for-Takeover
- Other Technical Changes include (refer to redline version):
 - Clarification that applications for release of holdback are not subject to the prompt payment provisions of the CA.
 - Wording around Substantial Performance was added to clarify that application by the contractor for determination of substantial performance was not mandatory, but at the contractor's discretion.
 - References to "Consultant and/or payment certifier" were changed to avoid confusion about the role of the Consultant when there is a third party payment certifier.
 - References to "60 day lien period" were changed to reflect that it is a "60 day lien expiry period" since liens can be initiated at any time after the due date of the first payment, not just during the 60 day period. Further, it is noted that the 60 day lien expiry period may be extended if a lien is filed.
 - Where appropriate, the CA concept of "deemed completion" has replaced the term "completion".
 - The documentation to be submitted prior to the release of holdback is clarified in 7.1(d).
 - The wording in, and title of, Stage 8B has been changed to reflect that application for release of holdback is not a payment application subject to the prompt payment provisions of the CA.
 - To reflect current usage and practice, "warranty-guarantee period" has been changed to "warranty period"
- Minor Updates to Appendix A: Form 9
 - The sample filled-in Form 9 was updated to distinguish it from the previous version and include:
 - Updated formatting
 - Expanded title
 - New "NOTE" to encourage reader to download latest form on Ontario Government website
 - Suggested language
- Minor Updates to Appendix B: Template – Statement of Deemed Completion of a Contract
 - Updated formatting
 - Expanded Title
- *NEW* Appendix C: Statement of Determination of Ready-for-Takeover
 - A template for a practice "Statement of Determination of Ready-for-Takeover" was added.
- *New* Appendix D: Take-over Timelines
 - This new appendix consists of two graphics adapted from the OAA-OGCA publication "A Guide to Project Closeout Procedures" which was published in November 2010 (and now proposed to be withdrawn – see above). The graphics and notes were updated to reflect the current *Construction Act*:

- Time Chart for Date of Substantial Performance of the Contract
 - Time Chart for Date of Deemed Completion of the Contract (post Substantial Performance)
 - Anticipated Future Maintenance:
 - Since development of Document 100-2025 was initiated, the provincial government proposed changes to the *Construction Act* which will likely affect the content of the proposed Document 100-2025 when the legislation is enacted. The government received significant feedback about the changes to the legislation and potential regulations. There is no indication of when the regulations will be ready or the legislation proclaimed. A public Consultation on the regulations was launched at end of August 2025. The OGCA and OAA continue to monitor the situation.
-

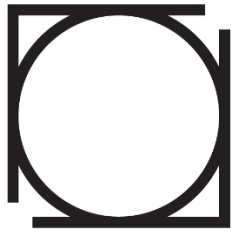
Next Steps

- Pending any feedback from OAA Council, OAA will then advise OGCA and work collaboratively to create a communication plan to advise each of their memberships of the new 2025 version of Doc 100.
 - This will also include the discussion around the transition period prior to the withdrawal of the following documents:
 - [OAA/OGCA Take Over Procedures](#) (For Use on Projects Under the *Construction Act*)
 - [OAA/GCA Take Over Procedures](#) (For Use on Projects Under the *Construction Lien Act*)
 - [OAA/OGCA A Guide to Project Closeout](#) Procedures



OAA-OGCA Take-Over Procedures

FOR USE ON PROJECTS UNDER THE *CONSTRUCTION ACT*, R.S.O. 1990, c.C.30



Ontario Association
of Architects



RECOMMENDED PROCEDURES CONCERNING
SUBSTANTIAL PERFORMANCE, READY-FOR-TAKEOVER,
AND COMPLETION TAKE-OVER OF CONSTRUCTION PROJECTS

OAA-OGCA Document 100-2025

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A vertical bar in the right margin indicates a paragraph which has been changed for this issue.

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6
(416) 449-6898 x400
E-Mail: PracticeAdvisor@oaa.on.ca

Ontario General Contractors Association
180 Attwell Drive, Suite 280
Toronto, Ontario
M9W 6A9
(905) 671-3969
E-Mail: info@ogca.ca

RECOMMENDED PROCEDURES CONCERNING SUBSTANTIAL PERFORMANCE, READY-FOR-TAKEOVER, AND COMPLETION OF CONSTRUCTION PROJECTS

Short Title: This Document may be referred to as "OAA-OGCA TAKE-OVER PROCEDURES (CA)" or "Document 100-2025"

Application

This document covers procedures for projects being built under the *Construction Act*. Refer to the *Construction Act* for the transition rules which determine which version of the *Construction Lien Act* or the *Construction Act* applies to the project.

Introduction

The purpose of this document is to recommend standard procedures to facilitate the closing stages of a construction *contract* and the take-over of the project by the Owner from the Contractor.

These procedures have been prepared jointly by the Ontario Association of Architects and the Ontario General Contractors Association (the "Associations"), have been reviewed by legal counsel, and subsequently approved by the Associations' governing bodies. This document is intended as an educational guideline for all the stakeholders in the project including the Owner, Consultants, Contractors and Subcontractors. The Associations recommend these procedures be used by their respective members and Owners/Clients.

The Guide to Project Close-out Procedures was created in 2010 to be used with the 2007 version of Document 100. It was not updated to reflect the requirements of the *Construction Act* when Document 100 was updated in 2018. The OAA and OGCA decided not to update it for this 2025 version of Document 100. The Guide is no longer available and should be considered obsolete. However, two of the timelines from the Guide were deemed helpful, and have been included herein as Appendices.

The Associations also recommend that these procedures be coordinated with and form a part of the construction *contract* documents from the outset by reference to Document 100-2025.

Where a *contract* is in progress which does not provide such procedures, the Associations recommend that the construction *contract* be amended by agreement between the contracting parties to include these procedures to facilitate the orderly take-over of the project in the interests of all stakeholders.

General Notes

The procedures outlined herein have been prepared in relation to the *Construction Act*, hereinafter referred to as the C.A.¹, and apply to all construction *contracts*. These procedures are therefore primarily applicable to Ontario projects where the C.A. applies, but they may be adapted for use on projects which fall outside these bounds.

The concept of "Ready-for-Takeover" as pioneered in CCDC 2-2020 has been included herein for the first time. Ready-for-Takeover is being added to other CCDC documents as they are updated.

In most cases, the architect is the Consultant identified in the CCDC contracts, and in most cases, the Consultant is also the *payment certifier*, but the *payment certifier* may also be a third party. Where the contractual responsibilities differ from this most common arrangement, the application of this document will need to be suitably modified.

¹ All references are to the Construction Act, R.S.O. 1990, c C.30 and the Regulations thereunder as amended as of the date of publication.

Definitions

Except for Owner/Client, Consultant, Contractor, Ready-for-Takeover, Subcontractor, Trade Contractor, and Work which are defined in the *contract* as appropriate, and “ready for use”, all other terms and concepts used in this document that are defined in the C.A. are italicized for convenience.

Note: The concept of substantial performance in the C.A. is referred to in CCDC contracts as “Substantial Performance of the Work”.

Construction Trade Newspaper

The definition of the term “*construction trade newspaper*” appears in Section 1 of O. Reg. 304/18 to the C.A., which reads as follows:

““construction trade newspaper” means a newspaper,

- (a) that is published either in paper format with circulation generally throughout Ontario or in electronic format in Ontario,
- (b) that is published at least daily on all days other than Saturdays and holidays,
- (c) in which calls for tender on construction contracts are customarily published, and
- (d) that is primarily devoted to the publication of matters of concern to the construction industry.”

Contract

The definition of the term “*contract*” appears in Section 1(1) of the C.A., which reads as follows:

““contract” means the contract between the owner and the contractor, and includes any amendment to that contract; (“contract”)

Note: A contractor is anyone who enters into a contract with an owner to provide services or materials to an improvement, not just a construction contractor.

Contract Price

The definition of the term “*price*” appears in Section 1(1) of the C.A., which reads as follows:

““price” means,

- (a) the contract or subcontract price,
 - (i) agreed on between the parties, or
 - (ii) if no specific price has been agreed to between them, the actual market value of the services or materials that have been supplied to the improvement under the contract or subcontract, except as otherwise provided by the regulations and
- (b) any direct costs incurred as a result of an extension of the duration of the supply of services or materials to the improvement for which the contractor or subcontractor, as the case may be, is not responsible; (“prix”)

Payment Certifier

The definition of the term “*payment certifier*” appears in Section 1(1) of the C.A., which reads as follows:

““payment certifier” means an architect, engineer or any other person upon whose certificate payments are made under a contract or subcontract ; (“personne qui autorise le paiement”).”

For convenience, since it is a new term, the definition of Ready-for-Takeover follows:

Ready-for-Takeover

The definition of the term “Ready-for-Takeover” appears in the DEFINITIONS section of the CCDC 2-2020 contract, which reads as follows:

““Ready-for-Takeover” shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the Consultant pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.”

Ready for Use

The term “ready for use” appears in Section 2(1) of the C.A. as part of the concept of substantial performance, but is not itself explicitly defined.

Ready for use is a concept used in determining whether substantial performance has been reached. Its meaning depends on what is being constructed under the contract in question. It may be the entire project under a general contract or only one trade’s contract work under a construction management arrangement. Ready for use for the purposes intended is normally when it is ready for the owner to occupy and fit out.

In the case of a hospital, for instance, ready for use is not when it is ready for patients to move in or clinical procedures to begin, rather, it is when it is ready for the hospital to occupy and make ready for them to initiate their fit out and training, etc. If it is the whole project, then the test is usually met once the new space is ready for occupancy. If it is only a trade contract, then the test is generally whether the trade’s work is functional (e.g. mechanical) or ready for the next trade to start or continue their work.

If the contract is for a shell only, then ready for use is typically when the shell contract is close enough to completion that the tenant’s contractor can start the tenant fit-out, whether or not the fit-out actually starts.

Significant Statutory Requirements

- a) The concept of “basic holdback” is set out in Section 22(1) of the C.A. which reads as follows:
 - “(1) Each payer upon a contract or subcontract under which a lien may arise shall retain a holdback equal to 10 per cent of the price of the services or materials as they are actually supplied under the contract or subcontract until all liens that may be claimed against the holdback in respect of the supplied services or materials have expired or been satisfied, discharged or otherwise provided for under this Act.”
- b) The concept of “substantial performance” and “substantially performed” is set out in Section 2(1) of the C.A. which reads as follows:
 - “(1) For the purposes of this Act, a contract is substantially performed,
 - (a) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and
 - (b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - (i) 3 per cent of the first \$1,000,000 of the contract price,
 - (ii) 2 per cent of the next \$1,000,000 of the contract price, and
 - (iii) 1 per cent of the balance of the contract price.”

- c) Attention is drawn to Section 2(2) of the C.A. which reads as follows:
- "(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance."
- d) The concept of "separate holdback for finishing work" is set out in Section 22(2) of the C.A. which reads as follows:
- "(2) Where the contract has been certified or declared to be substantially performed but services or materials remain to be supplied to complete the contract, the payer upon the contract, or a subcontract, under which a lien may arise shall retain, from the date certified or declared to be the date of substantial performance of the contract, a separate holdback equal to 10 per cent of the price of the remaining services or materials as they are actually supplied under the contract or subcontract, until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act."
- e) The concept of "completed" is set out in Section 2(3) of the C.A. which reads as follows:
- "(3) For the purposes of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,
- (a) 1 per cent of the contract price; and
 - (b) \$5,000."
- Although the term does not appear in the C.A. this concept is commonly referred to as "deemed completion".
- f) Multiple improvements under a *contract* are considered in Section 2 of the C.A. which reads as follows:
- "(4) If more than one improvement is to be made under a contract and each of the improvements is to lands that are not contiguous, then, if the contract so provides, each improvement is deemed for the purposes of this section to be under a separate contract."
- g) Attention is drawn to Sections 26.1 and 26.2 in Part IV of the C.A., which make provision for annual and phased release of holdback. This document does not go into detail about the processes for annual or phased release of holdback. Where annual or phased release is implemented, the parties should note that immediately following each instance of such annual or phased release, the value of the holdback available to resolve any lien is proportionally reduced in tandem with the value of the holdback released

STAGE 1 CONTRACT SUBMISSIONS

- 1.1 Submit all documentation required under the *contract*.

SUBSTANTIAL PERFORMANCE

STAGE 2 CONTRACTOR'S INSPECTION FOR SUBSTANTIAL PERFORMANCE

- 2.1 When the Contractor is of the opinion that the requirements of substantial performance as defined in Section 2(1) the C.A. and as set out above are met, the Contractor shall give written notice of this to the Owner and *payment certifier* prior to the anticipated date that it believes substantial performance will be met, or as otherwise provided in the contract. In the application for substantial performance, the Contractor (or a Trade Contractor in the case of a trade contract) shall include the following steps:

Step 1: A statement explaining why a substantial part of the work is ready for use or is being used for the purposes intended.

Step 2: An itemized breakdown of the current contract value adjusted as outlined, based on the definition of substantial performance as defined in Section 2(1)(b) and 2(2) of C.A.

Step 3: A detailed list of any deferred work (being services or materials agreed not to be completed expeditiously such as, for example, seasonal work, recent or incomplete changes, or other agreed deferrals).

Step 4: A detailed list of any incomplete work and/or deficiencies.

It should be noted that one of the tests for substantial performance may be based on the cost required to complete the work, rather than the latest certificate for payment, as determination of substantial performance may not coincide with the payment cycle. The financial calculations in Section 2(1)(b) of the C.A. shall be adjusted according to the Step 3. Additionally, the incomplete work and/or deficiencies outlined in Step 4 should be compared to the calculated amount from Step 2. If the remaining work is less than the calculated amount from Step 2, and a substantial part of the work is "ready for use" or is being used for the purposes intended, then the tests for substantial performance have been met.

2.3 The inspection team shall be comprised of:

- (a) the Contractor and/or the Contractor's representative(s);
- (b) the prime mechanical and electrical Subcontractors and/or their representative(s); and
- (c) any other Subcontractors and/or Subcontractors' representative(s) whose participation may be required by the Contractor in order to fully determine the Work to be completed.

2.4 Upon completion of this inspection a list of all uncompleted and unsatisfactory work which is identified during the inspection shall be prepared by the Contractor and shall be issued to all members of the inspection team as well as the Consultant and *payment certifier*.

2.5 Contractors may elect not to go through Stages 2 and 3 for substantial performance certification and publication of same and may apply for *contract* completion as defined in the C.A. and as set out above. They shall proceed to Stage 6 provided the requirements under 3.2(b) have been satisfied; and in this case there shall be only one lien expiry period and, consequently, only one certification for *holdback* release (as there will be no *separate holdback for finishing work*). Where no certificate of substantial performance is obtained and published, certification for the purpose of the release of the *basic holdback* shall occur upon the conclusion of the 60 day lien expiry period, barring any liens, which commences on the day the *contract* is deemed completed by the *payment certifier* (or Owner and Contractor jointly). This section applies in circumstances where the *contract* has not been abandoned or terminated earlier.

STAGE 3 CONTRACTOR'S APPLICATION FOR A CERTIFICATE OF SUBSTANTIAL PERFORMANCE

3.1 When the Contractor has carried out the steps in Stage 2 and has determined that the requirements for substantial performance of the *contract* have been met, the Contractor may, subject to the requirements of the contract, then make a written application to the *payment certifier* for a certificate of substantial performance. If there is no *payment certifier*, at the request of the Contractor, the Owner and the Contractor shall make the determination jointly and shall both sign the certificate of substantial performance.

3.2 This application shall include:

- (a) A statement to the Owner through the *payment certifier* to the effect that:
 - (i) the *contract* is substantially performed, and
 - (ii) the phase of the performance of the balance of the *contract* is in process and completion is scheduled for the day of, 20..... Where the balance of the *contract*, or a part or parts thereof, cannot be performed forthwith, as has been agreed by the Owner and the Contractor, the Contractor's statement shall contain a completion date for each phase of the balance of the *contract*.
- (b) The submission of all:
 - (i) documentation required under the *contract*, and
 - (ii) all maintenance materials required under the *contract*, including an acknowledgement form to be signed by the Owner listing the materials provided.
- (c) A statement of outstanding work for completion, with the cost values of:
 - (i) work to be completed including correction of unsatisfactory work;
 - (ii) outstanding items referred to in 3.2(b); and
 - (iii) work which the Owner and the Contractor agree in writing is to be deferred to a later date.
- (d) An application for release of holdback showing the amount of *basic holdback* monies due for release and payment following the end of the lien expiry period under the C.A. after the issuance and publication of the certificate of substantial performance.
- (e) A CCDC 9A 'Statutory Declaration' and Workplace Safety & Insurance Board (WSIB) Certificate of Clearance are required before the payment covering the release of *basic holdback* can be released.

- 3.3
- (a) Where there is a *payment certifier*, within 10 calendar days, or as stipulated otherwise in the *contract* documents, of the receipt of the Contractor's completed application for a certificate of substantial performance, the *payment certifier* shall carry out a review and assessment of the work, to determine whether the *contract* has been substantially performed. The Owner may take part in the review but the determination as to whether the *contract* has been substantially performed is to be made by the *payment certifier*. Where there is no *payment certifier*, subject to the provisions of the *contract*, the Owner and Contractor shall jointly make the determination.
 - (b) Within 7 calendar days or as stipulated otherwise in the *contract* documents, of the *payment certifier's* review and assessment, the *payment certifier* shall notify the Contractor of its determination as to whether or not the *contract* has been substantially performed. In the event the *payment certifier* determines that the *contract* has not been substantially performed, the notice shall also provide the Contractor with a detailed explanation as to why such determination has been made.
 - (c) In the event that the Contractor's application for a certificate of substantial performance is not accepted by the *payment certifier*, the Contractor shall complete the work necessary to achieve substantial performance of the *contract* as previously defined and the Contractor shall submit a subsequent application for a certificate of substantial performance thereafter.

3.4 The Contractor's application for a certificate of substantial performance and the Contractor's application for the release of *basic holdback* shall be separate from but may coincide with the applications for regular monthly progress payments and the latter shall continue to be made in the ordinary course throughout the duration of the *contract*.

STAGE 4 CERTIFICATE OF SUBSTANTIAL PERFORMANCE

- 4.1 If the *payment certifier* determines that the *contract* has been substantially performed, the *payment certifier* (or where there is no *payment certifier*, the Owner and Contractor jointly) shall certify the substantial performance of the *contract* by preparing and signing a certificate in Form 9 prescribed by the C.A., a copy of which may be found in Appendix A hereto. The *payment certifier* or the Owner and Contractor jointly, as the case may be, shall set out in the certificate the date on which the *contract* was substantially performed. The *payment certifier* shall give a copy of the certificate to the Owner and to the Contractor within 7 days of signing it.
- 4.2 The Contractor shall publish a copy of the certificate of substantial performance once in a *construction trade newspaper* and shall provide the *payment certifier* with proof of the date of publication. The day following the date of publication shall be the date of commencement of the 60-day lien expiry period prior to release of the *basic holdback* monies.
- 4.3 The Contractor's and Contractor's Subcontractors' forces shall continue to work towards Ready-for-Takeover (where applicable) and completion during and after the 60-day period mentioned in Stage 4.2.

(NOTE: See Appendix A hereto for sample of the prescribed form of the certificate of substantial performance.)

STAGE 5 CERTIFICATE FOR RELEASE OF BASIC HOLDBACK MONIES

- 5.1 The *payment certifier* shall prepare the certificate for release of the *basic holdback* monies and promptly upon receipt of the application for release of holdback and the documentation as listed in 4.2 and 3.2(d) above, required for release of these monies, issue the certificate to the Owner, with a copy to the Contractor. The certificate shall be dated for payment one day after the date on which the 60 day lien expiry period concludes.
- 5.2 Upon issuing the certificate for release of the *basic holdback* monies, the *payment certifier* shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day lien expiry period.
- 5.3 The *payment certifier* shall simultaneously notify the Owner that, provided no liens exist, release of *basic holdback* shall be due and payable one day after the date on which the 60-day lien expiry period concludes.
- 5.4 The *payment certifier's* certificate for the release of the *basic holdback* monies shall be in the amount shown in the Contractor's application, as approved by the *payment certifier*, for the certificate of substantial performance.
- 5.5 Before the expiry of the 60-day period, the *payment certifier* shall advise the Owner and the Contractor to review all forms of insurance to ensure adequate coverage for all parties. Subject to the provisions of the *contract*, release of statutory holdback is not contingent upon review of insurance coverage.
- 5.6 The release of any monies which are due and payable after the release of the *basic holdback* shall occur in accordance with the terms of the *contract* and the provisions of the C.A. As provided in some contracts, the Owner may be asked by the Contractor to place the *basic holdback* in a separate bank account in the joint names of the Owner and the Contractor 10 days prior to the expiry of the 60-day period unless previously placed in a separate trust account.
- 5.7 Notwithstanding the references to a "60 day" lien expiry period in the provisions of Stage 4 and Stage 5 above, the application of Section 34(10) of the C.A. may lead to the extension of the lien expiry period for up to an additional 45 days beyond the initial 60-day period with respect to one or more lien claimants on a project. Section 34(10) says that if the matter that is the subject of a lien that has not expired is also a matter that is the subject of an adjudication under the C.A., the lien is deemed to have expired on the later of the date on which the lien would expire under the lien expiry provisions of the C.A. (i.e. 60 days) and

the conclusion of the 45-day period next following the adjudicator's receipt of the documents required to be delivered to the adjudicator under the C.A.'s adjudication provisions

If, for example, the prospective lien claimant commences an adjudication immediately prior to the expiry of the 60-day lien period, the prospective lien claimant will enjoy an extension of the lien period for the additional 45 days, for a total lien expiry period of 105 days. Knowing when the lien period is expiring is important for purposes of holdback release. Accordingly, Contractor shall, within thirty (30) days following the publication of the certificate of substantial performance, and again within thirty (30) days following the date the *contract* is deemed completed, provide written confirmation to the Owner that: (a) the Contractor is not aware of any ongoing or impending adjudications to which it or any of its Subcontractors (of any tier) are party; and (b) the Contractor has made reasonable enquiries with its Subcontractors to this effect in order to support this conclusion.

STAGE 6 DETERMINATION OF READY-FOR-TAKEOVER

- 6.1 The provisions of this stage shall apply if the *contract* contemplates Ready-for-Takeover, such as is the case in the CCDC 2-2020 or if Ready-for-Takeover has been added to the *contract* through supplementary conditions.
- 6.2 The prerequisites for attaining Ready-for-Takeover are as defined in the *contract*.
- 6.3 When the Contractor considers that the prerequisites have been met and the Work is Ready-for-Takeover, the Contractor shall deliver to the Consultant and to the Owner for review a comprehensive list of items to be completed or corrected, together with a written application for determination of Ready-for-Takeover.
- 6.4 After receipt of the written application for determination of Ready-for-Takeover, the Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's list and application:
 - .1 advise the Contractor in writing that the Work is not Ready-for-Takeover and give reasons why, or
 - .2 confirm the date of Ready-for-Takeover in writing to each of the Owner and the Contractor.
- 6.5 Immediately following the confirmation of the date of Ready-for-Takeover, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.
- 6.6 The Contractor's warranty period under the *contract* is typically one year from the date when Ready-for-Takeover has been attained or as stipulated otherwise in the *contract* documents.

STAGE 7 DEEMED COMPLETION OF THE CONTRACT

- 7.1 (a) When the Contractor is satisfied that the *contract* is *completed* as defined in Section 2(3) of the C.A., and after making an inspection, the Contractor shall forward the inspection report and make a written request to the *payment certifier* for a review and assessment of the Work. The *payment certifier* shall, in turn, notify the Owner of the Contractor's request. The Contractor's request shall include a statement as to the amount of monies of holdback for:
 - I. the *separate holdback for finishing work* due for release and payment upon expiry of the 60-day period from the date the *contract* is deemed *completed* – where basic holdback has already been released, or
 - II. the full amount of the *holdback* for the Work due for release and payment upon expiry of the 60-day period from the date the *contract* is deemed *completed*.

This review and assessment by the *payment certifier* shall be carried out within 10 calendar days of the Contractor's request, or as stipulated otherwise in the *contract* documents, and shall constitute the review and assessment which is a precondition to the issuance of the statement of deemed completion and issuance of the certificate for payment for the Work performed to the date of the deemed completion.

- (b) The Contractor shall submit to the Consultant for review and approval the balance of the documents required under Stage 1.
 - (c) With respect to the Contractor's application for release of statutory holdback, there are two likely scenarios:
 - I. Where substantial performance has been certified, the Contractor shall submit to the *payment certifier* an application for release of the statutory holdback as yet unpaid.
 - II. Where substantial performance has not been certified, the Contractor shall submit to the *payment certifier* an application for the release of the statutory finishing holdback.
 - (d) Before the payment covering the release of the statutory holdback as yet unpaid can be released, the Contractor shall submit with the application for release a Workplace Safety & Insurance Board (WSIB) Certificate of Clearance and a CCDC 9A 'Statutory Declaration' declaring that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work have been paid up to and including the latest progress payment received (except for (1) holdback monies properly retained, (2) payments deferred by agreement, or (3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld).
- 7.2 The final review of the Work for the purpose of issuing a statement of deemed completion shall be conducted by:
- (a) the *payment certifier* and such Consultants as they may require;
 - (b) the Contractor, and any Subcontractors deemed necessary by the Contractor; and
 - (c) the Owner, at their option.
- 7.3 Within 7 calendar days of the review and assessment, or as stipulated otherwise in the *contract* documents, the *payment certifier* shall notify the Contractor of approval of the Contractor's application by issuance of a statement of deemed completion which will establish the date of deemed completion. In the event that the *payment certifier* does not determine the *contract* to be deemed complete, the *payment certifier* shall so notify the Contractor in writing within 7 calendar days of the review, or as stipulated otherwise in the *contract* documents, and shall provide to the Contractor in writing the reasons for such determination.
- 7.4 If, as a result of the review and assessment of the Work, it is determined there are deficiencies in the Work performed by the Contractor or its Subcontractors, the Consultant shall provide to the Contractor a list of such deficiencies.
- (a) In the event that the Contractor's application for a statement of deemed completion is accepted, such list shall constitute the final deficiency list, for the purpose of acceptance of the Work under the *contract*. If the Contractor's application for a statement of deemed completion is not accepted, the *payment certifier* may issue a final list of deficiencies upon subsequently accepting a further application for a statement of deemed completion.
 - (b) If the correction of such deficiencies is valued as the lesser of 1 per cent of the contract price or \$5,000, then the *contract* shall be deemed completed as defined in Section 2(3) of the C.A. The 60-day lien expiry period shall then commence. The release of this holdback does not absolve the Contractor from correcting the deficiencies.
- 7.5 Deficiencies shall be corrected by a date mutually agreed upon between the Consultant and the Contractor, unless a specific date is otherwise required by the *contract*. Upon rectification of the deficiencies, a further review and assessment by the Consultant shall be called for by the Contractor and

such review and assessment shall take place within 7 calendar days from the date of the Contractor's request.

(NOTE: See Appendix B hereto for sample form of a Statement of Contract Deemed Completed)

STAGE 8A CERTIFICATE FOR RELEASE OF MONIES FOR FINISHING HOLDBACK

- 8.1 Upon receipt of documentation under 7.1 above, and issuance of the *payment certifier's* statement of deemed completion, the *payment certifier* shall prepare the certificate for release of the monies retained as a *separate holdback for finishing work*. This certificate shall be dated one day after the expiry of the 60-day period (subject to 5.7 above) which commences on the day following the date the *contract* is deemed to have been *completed*.
- 8.2 Upon issuing the certificate for release of monies retained as a *separate holdback for finishing work*, the *payment certifier* shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day lien expiry period (or such longer period as described in 5.7 above, if applicable).
- 8.3 The *payment certifier* shall simultaneously notify the Owner that, provided no liens have been preserved, release of the monies for the *separate holdback for finishing work* is due and shall be payable one day after termination of the 60-day lien expiry period (subject to 5.7 above).
- 8.4 The *payment certifier's* certificate for release of the monies retained as a *separate holdback for finishing work* shall be in the amount requested in the Contractor's application for a statement of deemed completion, as approved by the *payment certifier*.

STAGE 8B CERTIFICATE FOR RELEASE OF MONIES FOR HOLDBACK

- 8.1 Upon receipt of documentation under 7.1 above, and issuance of the *payment certifier's* statement of deemed completion, the *payment certifier* shall prepare the certificate for release of the monies retained as *holdback* for the Work. This certificate shall be dated one day after the expiry of the 60-day lien expiry period (subject to 5.7 above) which commences on the day following the date the *contract* is deemed to have been *completed*.
- 8.2 Upon issuing the certificate for release of monies retained as *holdback* for the Work, the *payment certifier* shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day period lien expiry.
- 8.3 The *payment certifier* shall simultaneously notify the Owner that, provided no liens have been preserved, release of the monies for the *holdback* for the Work is due and shall be payable one day after termination of the 60-day lien expiry period (subject to 5.7 above).
- 8.4 The *payment certifier's* certificate for release of the monies retained as *holdback* for the Work shall be in the amount requested in the Contractor's application for a statement of deemed completion, as approved by the *payment certifier*.

STAGE 9 FINAL PAYMENT CERTIFICATE

- 9.1 At the completion of Stage 7, when the Consultant and *payment certifier* are satisfied that all deficiencies and uncompleted work, as established under Stage 7.4, have been corrected, and upon receipt of the Contractor's proper invoice for final payment, in accordance with the C.A. and the *contract*, the *payment certifier* shall issue to the Owner, with a copy to the Contractor, a final certificate for payment for the remaining monies due to the Contractor under the *contract*.
- 9.2 Final payment shall be made to the Contractor as stipulated in the certificate, no later than five days after its issuance or as provided in the *contract*.

STAGE 10 WARRANTY PERIOD(S)

- 10.1 The warranty period(s) for the *contract* shall commence on the date noted in the Consultant's statement that Ready-for-Takeover was attained, on the date of substantial performance (i.e. not necessarily the date of publication of the certificate) where Ready-for-Takeover is not part of the *contract*, or as stipulated otherwise in the *contract* documents.
- 10.2 In the event that neither the date of Ready-for-Takeover nor substantial performance were determined and the *contract* documents do not stipulate otherwise, the warranty period(s) shall commence on the date of deemed completion or occupancy, whichever is earlier.
- (a) In the event the *contract* contemplates phased (or partial) occupancy, then, subject to the terms of the *contract*, the following shall apply. Phased (or partial) occupancy shall be deemed to occur when a discrete or stand-alone portion of the building is complete and can be occupied or used for its intended purpose. Any such phased (or partial) occupancy shall be considered as "occupancy" for the purposes of defining the commencement of the warranty period(s) for the area and the systems that support the portion of the building being occupied.
- Note: The concepts of early occupancy, phased occupancy, and partial occupancy may significantly affect expectations of when warranty periods start for products and systems which are not wholly contained within the occupied portions. There is no single solution which can be pointed to as a best practice in all cases. This is something that should be discussed with the Owner and addressed explicitly in the tender and *contract* documents so that all parties have the same understanding of what is expected. Doing so will go a long way to avoiding disputes at project closeout.
- 10.3 The Owner shall give prompt notice in writing to the Contractor and Consultant of any defects (as defined by the *contract*) noted during the Contractor's warranty period. This is typically a one-year duration and should not be confused with separate extended warranties issued by manufacturers, suppliers, installers and others.
- 10.4 Prior to the completion of the Contractor's warranty period, the Consultant, and such other Consultants as the Consultant may require, will carry out a review of the Work for any defects or deficiencies including those that have been observed by the Owner during the warranty period and will notify the Contractor in writing of those items requiring attention by the Contractor to complete the terms of the *contract*.

APPENDIX A – Form 9 - Certificate of Substantial Performance of the Contract under Section 32 of the Act

NOTE: Form 9 is prescribed by the Regulation 303/18: Forms under the C.A. The version which follows is included for convenience only. For actual use, the latest form should be downloaded from the Ontario government website.

FORM 9

CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

Regional Municipality of The Universe

(County/District/Regional Municipality/Town/City in which premises are situated)

91 Thorold Road, Universe, Ontario L2X 3X4

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

Addition and Alterations to offices of Alpha Owner

(short description of the improvement)

To the above premises was substantially performed on

July 04, 2025

(date substantially performed)

Date of certificate signed:

July 06, 2025

Charlie Architect Inc.

(payment certifier, where there is one)

(owner and contractor, where there is no payment certifier)

Name of owner

Alpha Owner (1985) Inc.

Address for service

91 Thorold Road, Universe, Ontario L2X 3X4

Name of contractor

Bravo Contractor (1987) Ltd.

Address for service

39 Facer Street, Universe, Ontario L2X 7X8

Name of payment certifier (where applicable)

Charlie Architect Inc.

Address

46 Long Road, Universe, Ontario L2X 7X8

(Use A or B whichever is appropriate)

☒ A. Indemnification of premises for preservation of liens:

Part of Lots 7, 8, Reg'd Plan 96, Former TWP of Stamford, now City of Universe PIN 10053-0194 (LT)

(a legal description of the premises, including all property identifier numbers and addresses for the premises)

☒ B. Office to which claim for lien and affidavit must be given to preserve lien:

(If the lien does not attach to premises, the name and address of the person or body to whom the claim for lien must be given)

APPENDIX B – Statement of Deemed Completion of a Contract

NOTE User to complete info shown in RED. Change font colour to Black. DELETE THIS NOTE.
Date

Owner's Company Name
Street Address
Suite number
City, Province or State
Postal Code
Country

Attn: Owner or Owner's Agent
Re: **Statement of Deemed Completion of a Contract**
For the Purposes of the Construction Act
Project Description
Project Location
Proj No: nn.nnnnn.nn

Building Permit No: XXXXXXXX

Dear Owner or Owner's Agent,

Based on our general review of the project, in our opinion, to the best of our knowledge, information and belief, the construction contract for the above referenced project has been deemed complete pursuant to the provisions under Section 2(3) of the Construction Act, R.S.O. 1990.

The date of deemed completion of the contract was determined to be yyyy mm dd.

Accordingly, the Construction Act provides that outstanding lien holdback monies may be released to the contractor on the day following the conclusion of the sixty (60) day period next following the date the contract was "deemed completed", provided no liens exist relative to this contract.

A Certificate for Release of Holdback and accompanying documentation is being prepared for the outstanding lien holdback monies.

We trust that the above is understood. Should you have any questions with regard to the above, or have any information that would alter our determination please contact the undersigned.

Yours Truly,

Architectural Practice Name
per:

Your Name
Working Title
Officer Status

cc: Contractor's Rep, Contractor's Company Name

APPENDIX C – Statement of Determination of Ready-for-Takeover

NOTE User to complete info shown in RED. Change font colour to Black. DELETE THIS NOTE.
Date

Owner's Company Name
Street Address
Suite number
City, Province or State
Postal Code
Country

Attn: Owner or Owner's Agent
Re: **Statement of Determination of Ready-for-Takeover**
Project Description
Project Location
Proj No: nn.nnnnn.nn

Building Permit No: XXXXXXXX

Dear Owner or Owner's Agent,

Based on our general review of the project, in our opinion, to the best of our knowledge, information and belief, the above referenced project has been determined to be Ready-for-Takeover pursuant to the provisions of the construction contract.

The date of Ready-for-Takeover was determined to be yyyy mm dd.

Accordingly, the construction contract provides that [Insert here anything triggered by achievement of this milestone such as establishing a reasonable date for the completion of the Work.]

We trust that the above is understood. Should you have any questions with regard to the above, or have any information that would alter our determination please contact the undersigned.

Yours Truly,

Architectural Practice Name
per:

Your Name
Working Title
Officer Status

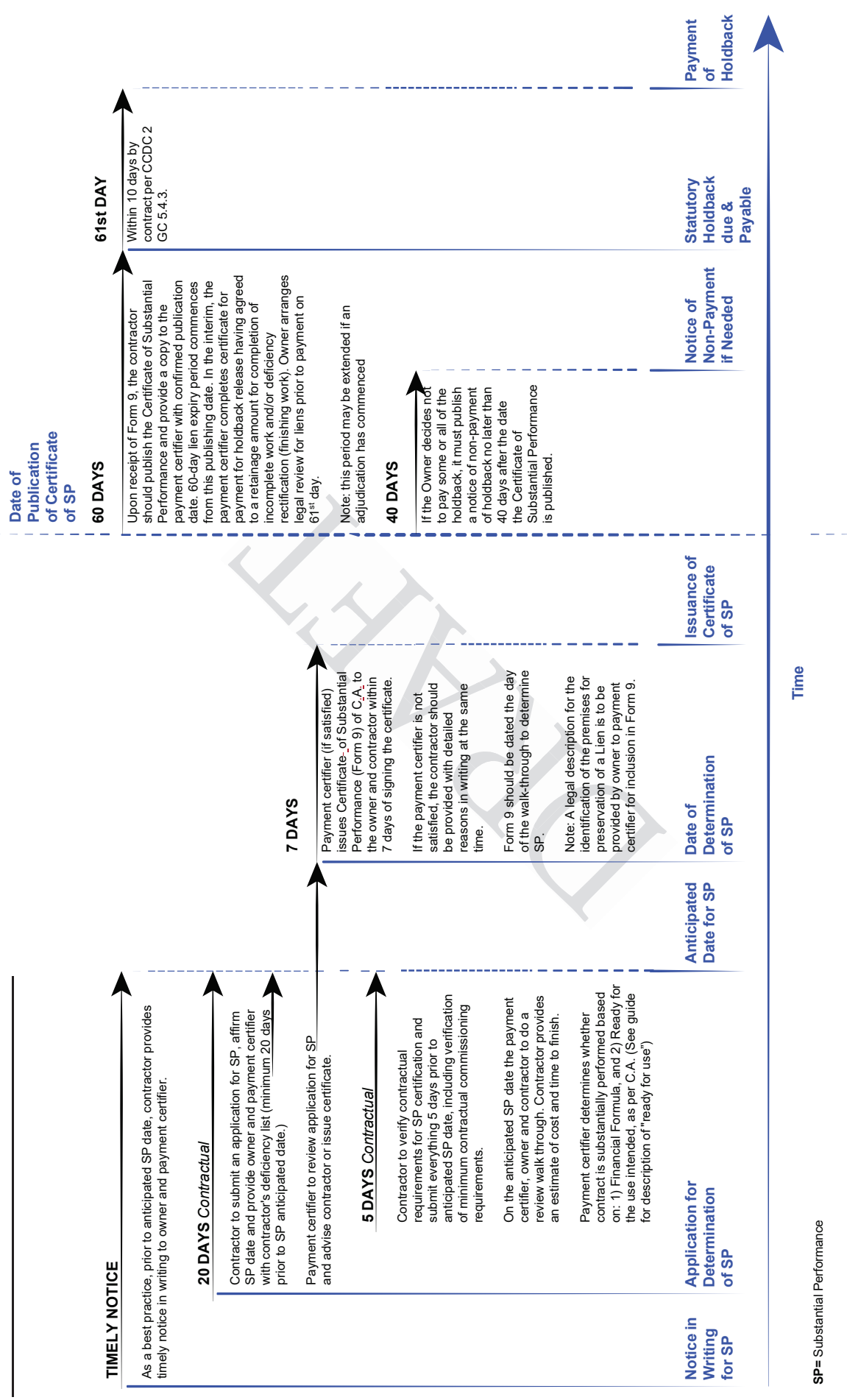
cc: Contractor's Rep, Contractor's Company Name

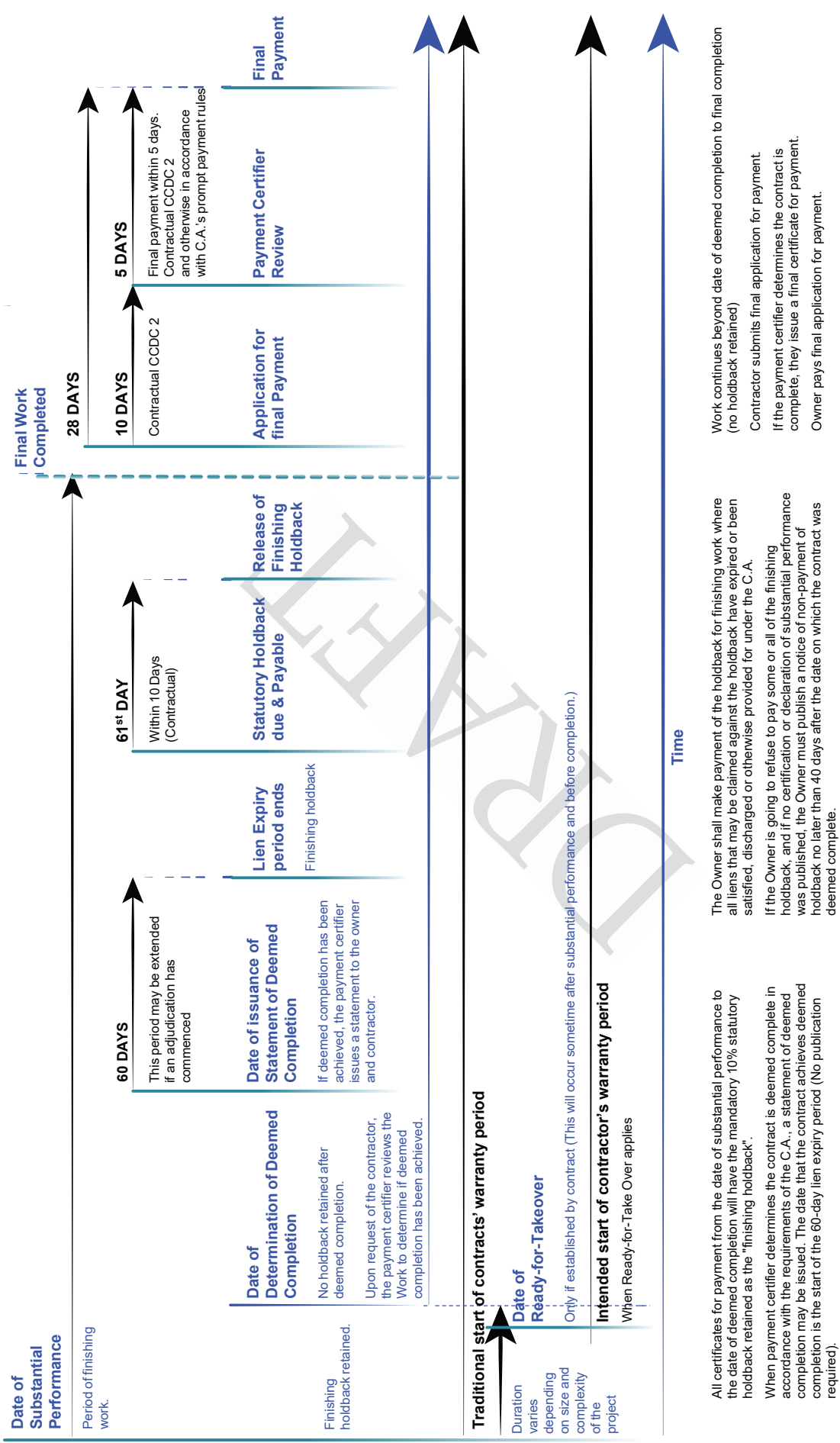
APPENDIX D – Take-over Timelines

This appendix consists of two pages. One is a “Time Chart for Date of Substantial Performance of the Contract”. The other is a “Time Chart for Date of Deemed Completion of the Contract (post substantial performance)”.

Both have been adapted from the OAA-OGCA publication “A Guide to Project Closeout Procedures” which was published in November 2010 and which since then has been withdrawn.

DRAFT



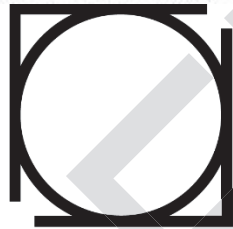


OAA/OGCA Take-Over Procedures

FOR USE ON PROJECTS UNDER THE *CONSTRUCTION ACT*, R.S.O. 1990, c.C.30



Ontario Association of Architects



**Ontario Association
of Architects**



RECOMMENDED PROCEDURES CONCERNING
SUBSTANTIAL PERFORMANCE

~~OF CONSTRUCTION CONTRACTS, READY-FOR-TAKEOVER,~~
AND COMPLETION TAKE-OVER OF CONSTRUCTION PROJECTS

OAA/-OGCA Document ~~No. 100-2018~~2025

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~~2018~~

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A vertical bar in the right margin indicates a paragraph which ~~have~~has been changed for this issue.

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6

(416) 449-6898 x400
E-Mail: PracticeAdvisor@oaa.on.ca

Ontario General Contractors Association
~~111 Meafield Drive~~ 180 Attwell Drive, Suite 280
~~Don Mills, Ontario~~ Toronto, Ontario
~~M3B 3L6~~ M9W 6A9
~~(416) 449-6898~~

(905) 671-3969
E-Mail: oaamail@oaa.on.ca

E-Mail: info@ogca.ca

REDLINE

RECOMMENDED PROCEDURES CONCERNING SUBSTANTIAL PERFORMANCE- ~~OF CONSTRUCTION CONTRACTS, READY-FOR-TAKEOVER, AND COMPLETION TAKE-~~ ~~OVER OF CONSTRUCTION PROJECTS~~

Short Title: This Document may be referred to as "OAA/~~OGCA~~ TAKE-OVER PROCEDURES (CA)" or
"Document 100-2025"

APPLICATION

Application

This document covers procedures for projects being built under the *Construction Act* ~~for projects which DO NOT meet. Refer to the following Construction Act for the~~ transition rules:

- a) ~~A contract was entered into before July 1, 2018, regardless which determine which version of when any subcontract under the contract was entered into;~~
- b) ~~A procurement process, if any, was commenced before July 1, 2018 by the owner of the premises; or~~

~~In the case of a premises that is subject to a leasehold interest that was first entered into before July 1, 2018, a contract for the improvement was entered into Construction Lien Act or a procurement process for the improvement was commenced on or after July 1, 2018 and before the day subsection 19 (1) of Schedule 8 the Construction Act applies to the Restoring Trust, Transparency and Accountability Act, 2018 came into force project.~~

- (2) ~~For greater certainty, clauses (1)(a) and (c) apply regardless of when any subcontract under the contract was entered into.~~

~~Examples of the commencement of a procurement process includes the making of a request for qualifications, request for proposals, or a call for tenders.~~

INTRODUCTION

Introduction

The purpose of this document is to recommend standard procedures to facilitate the closing stages of a construction *contract* and the take-over of the project by the Owner from the Contractor.

These procedures have been prepared jointly by the Ontario Association of Architects and the Ontario General Contractors Association (the "~~Associations~~" ~~and~~"), have been reviewed by legal counsel, and subsequently approved by their the Associations' governing bodies. This document is ~~meant to be intended as~~ an educational ~~treatise guideline~~ for all the stakeholders in the project (~~including the Owner, Consultants, Contractors and Subcontractors~~); ~~however, the The~~ Associations recommend ~~the use of~~ these procedures be used by their respective members and Owners/~~clients~~ Clients.

The Guide to Project Close-out Procedures was created in 2010 to be used with the 2007 version of Document 100. It was not updated to reflect the requirements of the Construction Act when Document 100 was updated in 2018. The OAA and OGCA decided not to update it for this 2025 version of Document 100. The Guide is no longer available and should be considered obsolete. However, two of the timelines from the Guide were deemed helpful, and have been included herein as Appendices.

The Associations also recommend that these procedures be coordinated with and form a part of the construction contract documents from the outset by reference to Document ~~No. 100-2018~~ 2025.

Where a *contract* is in progress which does not provide such procedures, the Associations recommend that the construction contract be amended by agreement between the contracting parties to include these procedures to facilitate the orderly take-over of the project in the interests of all stakeholders.

GENERAL NOTES

General Notes

The procedures outlined herein have been prepared in relation to the *Construction Act*, ~~latest edition~~, hereinafter referred to as the C.A.¹, and apply to all construction *contracts*. These procedures are therefore primarily applicable to liable Ontario projects where the C.A. applies, but they may be ~~readily~~ adapted for use in relation to non-lieable on projects which fall outside these bounds.

DEFINITIONS

The concept of “Ready-for-Takeover” as pioneered in CCDC 2-2020 has been included herein for the first time. Ready-for-Takeover is being added to other CCDC documents as they are updated.

In most cases, the architect is the Consultant identified in the CCDC contracts, and in most cases, the Consultant is also the *payment certifier*, but the *payment certifier* may also be a third party. Where the contractual responsibilities differ from this most common arrangement, the application of this document will need to be suitably modified.

¹ All references are to the Construction Act, R.S.O. 1990, c C.30 and the Regulations thereunder as amended as of the date of publication.

Definitions

Except for Owner/Client, Consultant, Contractor ~~and~~ Ready-for-Takeover, Subcontractor, Trade Contractor, and Work which are defined in the *contract* as appropriate, and “ready for use”, all other terms and concepts used in this document that are defined in the C.A. are italicized for convenience.

Note: The concept of substantial performance in the C.A. is referred to in CCDC contracts as “Substantial Performance of the Work”.

Construction Trade Newspaper

The definition of the term “construction trade newspaper” appears in Section 1 of O. Reg. 304/18 to the C.A. ~~latest edition~~, which reads as follows:

“construction trade newspaper” means a newspaper,

- (a) that is published either in paper format with circulation generally throughout Ontario or in electronic format in Ontario,
- (b) that is published at least daily on all days other than Saturdays and holidays,
- (c) in which calls for tender on construction contracts are customarily published, and
- (d) that is primarily devoted to the publication of matters of concern to the construction industry.”

Contract

The definition of the term “contract” appears in Section 1(1) of the C.A. ~~latest edition~~, which reads as follows:

“contract” means the contract between the owner and the contractor, and includes any amendment to that contract; “(contract)”

Note: A contractor is anyone who enters into a contract with an owner to provide services or materials to an improvement, not just a construction contractor.

Contract Price

The definition of the term “*price*” appears in Section 1(1) of the C.A. ~~latest edition~~, which reads as follows:

“price” means,

- (a) the contract or subcontract price,
 - (i) agreed on between the parties, or
 - (ii) if no specific price has been agreed ~~on~~ between them, the actual market value of the services or materials that have been supplied to the improvement under the contract or subcontract, and except as otherwise provided by the regulations and
- (b) any direct costs incurred as a result of an extension of the duration of the supply of services or materials to the improvement for which the contractor or subcontractor, as the case may be, is not responsible; “(prix)”

Payment Certifier

The definition of the term “payment certifier” appears in Section 1(1) of the C.A. ~~latest edition~~, which reads as follows:

““payment certifier” means an architect, engineer or any other person upon whose certificate payments are made under a contract or subcontract.”; (“personne qui autorise le paiement”).”

SIGNIFICANT STATUTORY REQUIREMENTS

For convenience, since it is a new term, the definition of Ready-for-Takeover follows:

Ready-for-Takeover

The definition of the term “Ready-for-Takeover” appears in the DEFINITIONS section of the CCDC 2-2020 contract, which reads as follows:

““Ready-for-Takeover” shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the Consultant pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.”

Ready for Use

The term “ready for use” appears in Section 2(1) of the C.A. as part of the concept of substantial performance, but is not itself explicitly defined.

Ready for use is a concept used in determining whether substantial performance has been reached. Its meaning depends on what is being constructed under the contract in question. It may be the entire project under a general contract or only one trade’s contract work under a construction management arrangement. Ready for use for the purposes intended is normally when it is ready for the owner to occupy and fit out.

In the case of a hospital, for instance, ready for use is not when it is ready for patients to move in or clinical procedures to begin, rather, it is when it is ready for the hospital to occupy and make ready for them to initiate their fit out and training, etc. If it is the whole project, then the test is usually met once the new space is ready for occupancy. If it is only a trade contract, then the test is generally whether the trade’s work is functional (e.g. mechanical) or ready for the next trade to start or continue their work.

If the contract is for a shell only, then ready for use is typically when the shell contract is close enough to completion that the tenant’s contractor can start the tenant fit-out, whether or not the fit-out actually starts.

Significant Statutory Requirements

- a) The concept of “basic holdback” is set out in Section 22(1) of the C.A. ~~latest edition~~ which reads as follows:

~~“22(1)~~ Each payer upon a contract or subcontract under which a lien may arise shall retain a holdback equal to 10 per cent of the price of the services or materials as they are actually supplied under the contract or subcontract until all liens that may be claimed against the holdback in respect of the supplied services or materials have expired or been satisfied, discharged or otherwise provided for under this Act.”

- b) The concept of “substantial performance” and “substantially performed” is set out in ~~subsection (1) of~~ Section 2(1) of the C.A. ~~latest edition~~ which reads as follows:

- (1) For the purposes of this Act, a contract is substantially performed,
- (a) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and

- (b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - (i) 3 per cent of the first \$1,000,000 of the contract price,
 - (ii) 2 per cent of the next \$1,000,000 of the contract price, and
 - (iii) 1 per cent of the balance of the contract price."

c) Attention is drawn to ~~subsection (2) of~~ Section 2(2) of the C.A. ~~latest edition~~ which reads as follows:

"(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance."

d) The concept of ~~"separate holdback for finishing work"~~ is set out in Section 22(2) of the C.A. ~~latest edition~~ which reads as follows:

~~"22(2)~~ Where the contract has been certified or declared to be substantially performed but services or materials remain to be supplied to complete the contract, the payer upon the contract, or a subcontract, under which a lien may arise shall retain, from the date certified or declared to be the date of substantial performance of the contract, a separate holdback equal to 10 per cent of the price of the remaining services or materials as they are actually supplied under the contract or subcontract, until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act:~~" "~~

e) The concept of "completed" is set out in ~~subsection (3) of~~ Section 2(3) of the C.A. ~~latest edition~~ which reads as follows:

"(3) For the purposes of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,

- (a) 1 per cent of the contract price; and
- (b) \$5,000."

Although the term does not appear in the C.A. this concept is commonly referred to as "deemed completion".

f) Multiple improvements under a *contract* are considered in Section 2 of the C.A. ~~latest edition~~ which reads as follows:

~~"(4)~~ If more than one improvement is to be made under a contract and each of the improvements is to lands that are not contiguous, then, if the contract so provides, each improvement is deemed for the purposes of this section to be under a separate contract:~~" "~~

g) Attention is drawn to Sections 26.1 and 26.2 in Part IV of the C.A., which make provision for annual and phased release of holdback. This document does not go into detail about the processes for annual or phased release of holdback. Where annual or phased release is implemented, the parties should note

that immediately following each instance of such annual or phased release, the value of the holdback available to resolve any lien is proportionally reduced in tandem with the value of the holdback released

STAGE 1 CONTRACT SUBMISSIONS

1.1 Submit all documentation required under the *contract*.

SUBSTANTIAL PERFORMANCE

STAGE 2 CONTRACTOR'S INSPECTION FOR SUBSTANTIAL PERFORMANCE

2.1 When the Contractor is of the opinion that the requirements of substantial performance as defined in Section 2(1) the C.A. and as set out above ~~have been~~are met, the Contractor shall ~~make arrangements for an inspection of the Work to be undertaken at the earliest opportunity, giving~~give written notice of this to the ~~Consultant~~Owner and ~~or payment certifier for information only~~ prior to the anticipated date that it believes substantial performance will be met, or as otherwise provided in the contract. In the application for substantial performance, the Contractor (or a Trade Contractor in the case of a trade contract) shall include the following steps:

Step 1: A statement explaining why a substantial part of the work is ready for use or is being used for the purposes intended.

Step 2: An itemized breakdown of the current contract value adjusted as outlined, based on the definition of substantial performance as defined in Section 2(1)(b) and 2(2) of C.A.

Step 3: A detailed list of any deferred work (being services or materials agreed not to be completed expeditiously such as, for example, seasonal work, recent or incomplete changes, or other agreed deferrals).

Step 4: A detailed list of any incomplete work and/or deficiencies.

It should be noted that one of the tests for substantial performance may be based on the cost required to complete the work, rather than the latest certificate for payment, as determination of substantial performance may not coincide with the payment cycle. The financial calculations in Section 2(1)(b) of the C.A. shall be adjusted according to the Step 3. Additionally, the incomplete work and/or deficiencies outlined in Step 4 should be compared to the calculated amount from Step 2. If the remaining work is less than the calculated amount from Step 2, and a substantial part of the work is "ready for use" or is being used for the purposes intended, then the tests for substantial performance have been met.

2.3 The inspection team shall be comprised of:

(a) the Contractor and/or the Contractor's representative(s);

(b) the prime mechanical and electrical Subcontractors and/or their representative(s); and

(c) any other Subcontractors and/or Subcontractors' representative(s) whose participation may be required by the Contractor in order to fully determine the Work to be completed.

2.4 Upon completion of this inspection a list of all uncompleted and unsatisfactory work which is identified during the inspection shall be prepared by the Contractor and shall be issued to all members of the inspection team ~~and as well as~~ the Consultant and ~~or~~ payment certifier.

2.5 Contractors ~~that may~~ elect not to go through Stages 2 and 3 for substantial performance certification and publication of same, and may apply for *contract* completion as defined, in the C.A. and as set out above. They shall proceed to Stage 6 provided the requirements under 3.2(b) have been ~~provided~~satisfied; and

in this case there shall be only one lien expiry period ~~for and, consequently,~~ only one certification for basic holdback release- (as there will be no separate holdback for finishing work). Where no certificate ~~for~~ of substantial performance is obtained and published, the time for preserving liens will run from the date upon which the contract is deemed completed by the payment certifier or Owner and Contractor and certification for the purpose of the release of the basic and finishing holdback shall occur upon the expiry conclusion of the 60 day lien expiry period, barring any liens, which commences on the day ~~of completion- the contract is deemed completed by the payment certifier (or Owner and Contractor jointly)~~. This section applies in circumstances where the *contract* has not been abandoned or terminated earlier.

STAGE 3 CONTRACTOR'S APPLICATION FOR A CERTIFICATE OF SUBSTANTIAL PERFORMANCE

3.1 When the Contractor has carried out the steps in Stage 2 and has determined that the requirements for substantial performance of the *contract* have been met, the Contractor ~~shall~~ may, subject to the requirements of the contract, then make a written application to the Consultant and/or payment certifier for a certificate of substantial performance. If there is no *payment certifier*, at the request of the Contractor, the Owner and the Contractor shall make the determination jointly and shall both sign the certificate of substantial performance.

3.2 This application shall include:

(a) A statement to the Owner through the Consultant and/or payment certifier to the effect that:

- (i) the *contract* is substantially performed, and
- (ii) the phase of the performance of the balance of the *contract* is in process and completion is scheduled for the day of, 20..... Where the balance of the *contract*, or a part or parts thereof, cannot be performed forthwith, as has been agreed by the Owner and the Contractor, the Contractor's statement shall contain a completion date for each phase of the balance of the *contract*.

~~the~~ (b) The submission of all:

- (i) documentation required under the *contract*; and
- (ii) all maintenance materials required under the contract, including an acknowledgement form to be signed by the Owner listing the materials provided.

(c) A statement of outstanding work for completion, with the cost values of:

~~Work~~ (i) work to be completed including correction of unsatisfactory work;

~~Outstanding~~ (ii) outstanding items referred to in 3.2(b); and

~~Work~~ (iii) work which the Owner and the Contractor agree in writing is to be deferred to a later date.

(d) An ~~invoice~~ application for release of holdback showing the amount of *basic holdback* monies due for release and payment following the ~~issue~~ end of the lien expiry period under the C.A. after the issuance and publication of the certificate of substantial performance.

(e) A CCDC 9A 'Statutory Declaration' and Workplace Safety & Insurance Board (WSIB) Certificate of Clearance are required before the payment covering the release of *basic holdback* can be released.

3.3 (a) ~~Within~~ Where there is a payment certifier, within 10 calendar days, or as stipulated otherwise in the contract documents, of the receipt of the Contractor's completed application, ~~the Consultant and/or~~ for a certificate of substantial performance, the payment certifier shall carry out a review

and assessment of the work, to determine whether the *contract* has been substantially performed. The Owner may take part in the review but the determination as to whether the *contract* has been substantially performed is to be made by the ~~Consultant and/or payment certifier~~payment certifier. Where there is no payment certifier, subject to the provisions of the contract, the Owner and Contractor shall jointly make the determination.

(b) Within 7 calendar days or as stipulated otherwise in the contract documents, of the ~~Consultant and/or payment certifier's~~ review and assessment, the ~~Consultant and/or payment certifier~~ shall notify the Contractor of its determination as to whether or not the *contract* has been substantially performed. In the event ~~that the Consultant and/or payment certifier~~ determines that the *contract* has not been substantially performed, the ~~Consultant and/or payment certifier shall so notify the Contractor in writing within 7 calendar days of the review and assessment, and notice~~ shall also provide the Contractor with a detailed explanation as to why such determination has been made.

(c) In the event that the Contractor's application for a certificate of substantial performance is not accepted by the ~~Consultant and/or payment certifier~~, the Contractor shall complete the work necessary to achieve substantial performance of the *contract* as previously defined and the Contractor shall submit a subsequent application for a certificate of substantial performance thereafter.

3.4 The Contractor's application for a certificate of substantial performance and the Contractor's application for the release of *basic holdback* shall be separate from but may coincide with the applications for regular monthly progress payments and the latter shall continue to be made in the ordinary course throughout the duration of the *contract*.

STAGE 4 CERTIFICATE OF SUBSTANTIAL PERFORMANCE

4.1 If the ~~Consultant and/or payment certifier~~ determines that the *contract* has been substantially performed, the ~~Consultant and/or payment certifier~~ (or where there is no *payment certifier*, the Owner and Contractor jointly) shall certify the substantial performance of the *contract* by preparing and signing a certificate in Form 9 prescribed by the C.A., a copy of which may be found in Appendix A hereto. The ~~Consultant and/or payment certifier~~ or the Owner and Contractor jointly, as the case may be, shall set out in the certificate the date on which the *contract* was substantially performed. The ~~Consultant and/or payment certifier~~ shall give a copy of the certificate to the Owner and to the Contractor within 7 days of signing it.

4.2 The Contractor shall publish a copy of the certificate of substantial performance once in a *construction trade newspaper* and shall provide the *payment certifier* with proof of the date of publication. The day following the date of publication shall be the date of commencement of the 60-day lien expiry period prior to release of the *basic holdback* monies.

4.3 The Contractor's and Contractor's Subcontractors' forces shall continue to work towards Ready-for-Takeover (where applicable) and completion during and after the 60-day period mentioned in Stage 4.2.

(NOTE: See Appendix A hereto for sample of the prescribed form of the certificate of substantial performance.)

STAGE 5 CERTIFICATE FOR PAYMENT RELEASE OF BASIC HOLDBACK MONIES

5.1 The ~~Consultant and/or payment certifier~~ shall prepare the certificate for payment release of the *basic holdback* monies and promptly upon receipt of the application for payment release of holdback and the documentation as listed in 4.2 and 3.2(d) above, required for release of these monies, issue the certificate to the Owner, with a copy to the Contractor. The certificate shall be dated for payment one day after the date ~~of expiry of on which~~ the ~~prescribed~~ 60 -day lien expiry period ~~for the preservation of liens concludes~~.

- 5.2 Upon issuing the certificate for payment release of the *basic holdback* monies, the ~~Consultant and/or payment certifier~~ shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day lien expiry period.
- 5.3 The ~~Consultant and/or payment certifier~~ shall simultaneously notify the Owner that, provided no liens exist, payment release of *basic holdback* shall be due and payable one day after the date ~~of expiry of on which~~ the prescribed 60-day lien expiry period for the preservation of liens concludes.
- 5.4 The ~~Consultant and/or payment certifier's~~ certificate for the payment release of the *basic holdback* monies shall be in the amount shown in the Contractor's application, as approved by the ~~Consultant and/or payment certifier~~, for the certificate of substantial performance.
- 5.5 Before the expiry of the 60-day period, the ~~Consultant and/or payment certifier~~ shall advise the Owner and the Contractor to review all forms of insurance to ensure adequate coverage for all parties. Subject to the provisions of the contract, release of statutory holdback is not contingent upon review of insurance coverage.
- 5.6 The release of any monies which are due and payable after the release of the *basic holdback* shall occur in accordance with the terms of the *contract* and the provisions of the C.A. ~~In the case of the latest edition of CCDC 2, CCDC 3, and CCDC 5B forms of contract~~ As provided in some contracts, the Owner may be asked by the Contractor to place the *basic holdback* in a separate bank account in the joint names of the Owner and the Contractor 10 days prior to the expiry of the 60-day period unless previously placed in a separate trust account.

STAGE 1 — CONTRACTOR'S COMPLETION OF THE CONTRACT

- 5.7 Notwithstanding the references to a "60 day" lien expiry period in the provisions of Stage 4 and Stage 5 above, the application of Section 34(10) of the C.A. may lead to the extension of the lien expiry period for up to an additional 45 days beyond the initial 60-day period with respect to one or more lien claimants on a project. Section 34(10) says that if the matter that is the subject of a lien that has not expired is also a matter that is the subject of an adjudication under the C.A., the lien is deemed to have expired on the later of the date on which the lien would expire under the lien expiry provisions of the C.A. (i.e. 60 days) and the conclusion of the 45-day period next following the adjudicator's receipt of the documents required to be delivered to the adjudicator under the C.A.'s adjudication provisions

If, for example, the prospective lien claimant commences an adjudication immediately prior to the expiry of the 60-day lien period, the prospective lien claimant will enjoy an extension of the lien period for the additional 45 days, for a total lien expiry period of 105 days. Knowing when the lien period is expiring is important for purposes of holdback release. Accordingly, Contractor shall, within thirty (30) days following the publication of the certificate of substantial performance, and again within thirty (30) days following the date the contract is deemed completed, provide written confirmation to the Owner that: (a) the Contractor is not aware of any ongoing or impending adjudications to which it or any of its Subcontractors (of any tier) are party; and (b) the Contractor has made reasonable enquiries with its Subcontractors to this effect in order to support this conclusion.

STAGE 6 DETERMINATION OF READY-FOR-TAKEOVER

- 6.1 The provisions of this stage shall apply if the *contract* contemplates Ready-for-Takeover, such as is the case in the CCDC 2-2020 or if Ready-for-Takeover has been added to the *contract* through supplementary conditions.
- 6.2 The prerequisites for attaining Ready-for-Takeover are as defined in the *contract*.
- 6.3 When the Contractor considers that the prerequisites have been met and the Work is Ready-for-Takeover, the Contractor shall deliver to the Consultant and to the Owner for review a comprehensive list of items to be completed or corrected, together with a written application for determination of Ready-for-Takeover.

6.4 After receipt of the written application for determination of Ready-for-Takeover, the Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's list and application:

- .1 advise the Contractor in writing that the Work is not Ready-for-Takeover and give reasons why, or
- .2 confirm the date of Ready-for-Takeover in writing to each of the Owner and the Contractor.

6.5 Immediately following the confirmation of the date of Ready-for-Takeover, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.

6.6 The Contractor's warranty period under the *contract* is typically one year from the date when Ready-for-Takeover has been attained or as stipulated otherwise in the *contract* documents.

STAGE 7 DEEMED COMPLETION OF THE CONTRACT

7.1 (a) When the Contractor is satisfied that the *contract* is *completed* as defined in ~~subsection (3) of~~ Section 2(3) of the C.A., and after making an inspection, the Contractor shall forward the inspection report and make a written request to the ~~Consultant and/or payment certifier~~ for a review and assessment of the ~~work~~Work. The ~~Consultant and/or payment certifier~~ shall, in turn, notify the Owner of the Contractor's request. The Contractor's request shall include a statement as to the amount of monies of holdback for:

- I. the separate holdback for finishing work due for release and payment upon expiry of the 60-day period from the date the *contract* is *deemed completed* – where basic holdback has already been released, or
- II. the full amount of the *holdback* for the Work due for release and payment upon expiry of the 60-day period from the date the *contract* is *deemed completed*.

This review and assessment by the ~~Consultant and/or payment certifier~~ shall be carried out within 10 calendar days of the Contractor's request, or as stipulated otherwise in the *contract* documents, and shall constitute the review and assessment which is a precondition to the issuance of the statement of deemed completion and issuance of the certificate for payment for the ~~work~~Work performed to the date of the deemed completion.

(b) The Contractor shall submit to the Consultant ~~and/or payment certifier~~ for review and approval the balance of the documents required under Stage 1.

~~The~~ (c) With respect to the Contractor's application for release of statutory holdback, there are two likely scenarios:

I. Where substantial performance has been certified, the Contractor shall submit to the Consultant and/or payment certifier an application for release of the statutory holdback as yet unpaid.

I.II. Where substantial performance has not been certified, the Contractor shall submit to the payment certifier an ~~invoice~~ application for the release of the statutory finishing holdback.

(b) ~~The Contractor shall submit to the Consultant and/or payment certifier, a Statutory Declaration listing outstanding accounts and monies paid and Workplace Safety & Insurance Board (WSIB) Certificate of Clearance with the invoice before the payment covering the release of the finishing holdback can be released.~~

(d) Before the payment covering the release of the statutory holdback as yet unpaid can be released, the Contractor shall submit with the application for release a Workplace Safety & Insurance Board (WSIB) Certificate of Clearance and a CCDC 9A 'Statutory Declaration' declaring that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work have been paid up

to and including the latest progress payment received (except for (1) holdback monies properly retained, (2) payments deferred by agreement, or (3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld).

7.2 The final review of the ~~work~~Work for the purpose of issuing a statement of deemed completion shall be conducted by:

- (a) ~~the Consultant and/or~~ payment certifier and such Consultants as ~~he~~they may require;
- (b) the Contractor, and any Subcontractors deemed necessary by the Contractor; and
- (c) the Owner, at ~~his~~their option.

7.3 Within 7 calendar days of the review and assessment, ~~the Consultant and/or~~ as stipulated otherwise in the contract documents, the ~~payment certifier~~ shall notify the Contractor of approval of the Contractor's application by issuance of a statement of deemed completion which will establish the date of deemed completion. In the event that the ~~Consultant and/or~~ payment certifier does not determine the contract to be deemed complete, the ~~Consultant and/or~~ payment certifier shall so notify the Contractor in writing within 7 calendar days of the review, or as stipulated otherwise in the contract documents, and shall provide to the Contractor in writing the reasons for such determination.

7.4 If, as a result of ~~its~~the review and assessment of the ~~work~~, ~~the Consultant and/or payment certifier determines that~~Work, it is determined there are deficiencies in the ~~work~~Work performed by the Contractor or its Subcontractors, the Consultant ~~and/or payment certifier~~ shall provide to the Contractor a list of such deficiencies.

- (a) In the event that the Contractor's application for a statement of deemed completion is accepted, such list shall constitute the final deficiency list, for the purpose of acceptance of the ~~work~~Work under the contract. If the Contractor's application for a statement of deemed completion is not accepted, the ~~Consultant and/or~~ payment certifier may issue a final list of deficiencies upon subsequently accepting a further application for a statement of deemed completion.
- (b) If the correction of such deficiencies is valued as the lesser of 1 per cent of the contract price or \$5,000, then the contract shall be deemed completed as defined in Section 2(3) of the C.A. The 60-day lien expiry period shall then commence. The release of this holdback does not absolve the Contractor from correcting the deficiencies.

7.5 Deficiencies shall be corrected by a date mutually agreed upon between the Consultant ~~and/or payment certifier~~ and the Contractor, unless a specific date is otherwise required by the contract. Upon rectification of the deficiencies, a further review and assessment by the Consultant ~~and/or payment certifier~~ shall be called for by the Contractor and such review and assessment shall take place within 7 calendar days from the date of the Contractor's request.

(NOTE: See Appendix B hereto for sample ~~of the prescribed~~ form of ~~the~~a Statement of Contract Deemed Completed)

STAGE 8A CERTIFICATE FOR PAYMENT RELEASE OF MONIES FOR FINISHING HOLDBACK

8.1 Upon receipt of documentation under 67.1 above, and issuance of the ~~Consultant and/or~~ payment certifier's statement of deemed completion, the ~~Consultant and/or~~ payment certifier shall prepare the certificate for payment release of the monies retained as a *separate holdback for finishing work*. This certificate shall be dated one day after the expiry of the 60-day period (subject to 5.7 above) which commences on the day following the date the contract is ~~determined~~deemed to have been *completed*.

8.2 Upon issuing the certificate for payment release of monies retained as a *separate holdback for finishing work*, the ~~Consultant and/or~~ payment certifier shall advise the Owner to verify that no liens have been

preserved as at the end of the 60-day ~~period~~lien expiry period (or such longer period as described in 5.7 above, if applicable).

8.3 The ~~Consultant and/or~~ payment certifier shall simultaneously notify the Owner that, provided no liens have been preserved, payment release of the monies for the *separate holdback for finishing work* is due and shall be payable one day after termination of the 60-day lien expiry period: (subject to 5.7 above).

8.4 The ~~Consultant and/or~~ payment certifier's certificate for payment release of the monies retained as a *separate holdback for finishing work* shall be in the amount requested in the Contractor's application, for a statement of deemed completion, as approved by the ~~Consultant and/or~~ payment certifier.

STAGE 8B CERTIFICATE FOR RELEASE OF MONIES FOR HOLDBACK

8.1 Upon receipt of documentation under 7.1 above, and issuance of the payment certifier's statement of deemed completion, the payment certifier shall prepare the certificate for release of the monies retained as *holdback* for the Work. This certificate shall be dated one day after the expiry of the 60-day lien expiry period (subject to 5.7 above) which commences on the day following the date the *contract* is deemed to have been completed.

8.2 Upon issuing the certificate for release of monies retained as *holdback* for the Work, the payment certifier shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day period lien expiry.

8.3 The payment certifier shall simultaneously notify the Owner that, provided no liens have been preserved, release of the monies for the *holdback* for the Work is due and shall be payable one day after termination of the 60-day lien expiry period (subject to 5.7 above).

8.4 The payment certifier's certificate for release of the monies retained as *holdback* for the Work shall be in the amount requested in the Contractor's application for a statement of deemed completion, as approved by the payment certifier.

STAGE 9 FINAL PAYMENT CERTIFICATE

9.1 At the completion of Stage ~~67~~, when the Consultant and ~~or~~ payment certifier ~~is~~are satisfied that all deficiencies and uncompleted work, as established under Stage ~~67~~.4, have been corrected, and upon receipt of the Contractor's proper invoice for final payment, in accordance with the ~~Consultant~~C.A. and ~~or~~ the contract, the payment certifier shall issue to the Owner, with a copy to the Contractor, a final certificate for payment for the remaining monies due to the Contractor under the *contract*.

9.2 Final payment shall be made to the Contractor as stipulated in the certificate, no later than five days after its issuance or as provided in the *contract*.

STAGE 10 WARRANTY-GUARANTEE PERIOD(S)

10.1 The warranty-~~guarantee~~ period(s) for the *contract* shall commence on the date noted in the Consultant's statement that Ready-for-Takeover was attained, on the date of substantial performance (i.e. not necessarily the date of publication of the certificate) where Ready-for-Takeover is not part of the contract, or as stipulated otherwise in the *contract* documents.

10.2 In the event that ~~a certificate of~~ neither the date of Ready-for-Takeover nor substantial performance ~~was not issued~~were determined and the *contract* documents do not stipulate otherwise, the warranty-~~guarantee~~ period(s) shall commence on the date of deemed completion or occupancy, whichever is earlier.

- (a) In the event the *contract* contemplates phased (or partial) occupancy, then, subject to the terms of the *contract*, the following shall apply. Phased (or partial) occupancy shall be deemed to occur when a discrete or stand-alone portion of the building is complete and can be occupied or used for its intended purpose. Any such phased (or partial) occupancy shall be considered as "occupancy" for the purposes of defining the commencement of the warranty period(s) for the area and the systems that support the portion of the building being occupied.

Note: The concepts of early occupancy, phased occupancy, and partial occupancy may significantly affect expectations of when warranty periods start for products and systems which are not wholly contained within the occupied portions. There is no single solution which can be pointed to as a best practice in all cases. This is something that should be discussed with the Owner and addressed explicitly in the tender and *contract* documents so that all parties have the same understanding of what is expected. Doing so will go a long way to avoiding disputes at project closeout.

10.3 The Owner shall give prompt notice, in writing to the Contractor and Consultant ~~and/or payment certifier~~ of any defects (as defined by the *contract*) noted during the ~~one~~ Contractor's warranty period. This is typically a one-year ~~warranty-guarantee period~~ duration and should not be confused with separate extended warranties issued by manufacturers, suppliers, installers and others.

10.4 Prior to the completion of the ~~one-year~~ Contractor's warranty period, the Consultant ~~and/or payment certifier~~, and such ~~other~~ Consultants as the Consultant ~~and/or payment certifier~~ may require, will carry out a review of the ~~work~~ Work for any defects or deficiencies including those that have been observed by the Owner during the warranty period and will notify the Contractor in writing of those items requiring attention by the Contractor to complete the terms of the *contract*.

APPENDIX A – Form 9 - Certificate of Substantial Performance of the Contract under Section 32 of the Act

NOTE: Form 9 is prescribed by the Regulation 303/18: Forms under the C.A. The version which follows is included for convenience only. For actual use, the latest form should be downloaded from the Ontario government website.

FORM 9

CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

Regional Municipality of The Universe

(County/District/Regional Municipality/Town/City in which premises are situated)

91 Thorold Road, Universe, Ontario L2X 3X4

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

Addition and Alterations to offices of Alpha Owner

(short description of the improvement)

To the above premises was substantially performed on

July 04, 2025

(date substantially performed)

Date of certificate signed:

July 06, 2025

Charlie Architect Inc.

(payment certifier, where there is one)

(owner and contractor, where there is no payment certifier)

Name of owner

Alpha Owner (1985) Inc.

Address for service

91 Thorold Road, Universe, Ontario L2X 3X4

Name of contractor

Bravo Contractor (1987) Ltd.

Address for service

39 Facer Street, Universe, Ontario L2X 7X8

Name of payment certifier (where applicable)

Charlie Architect Inc.

Address

46 Long Road, Universe, Ontario L2X 7X8

(Use A or B whichever is appropriate)

☒ A. Indemnification of premises for preservation of liens:

Part of Lots 7, 8, Reg'd Plan 96, Former TWP of Stamford, now City of Universe PIN 10053-0194 (LT)

(a legal description of the premises, including all property identifier numbers and addresses for the premises)

☒ B. Office to which claim for lien and affidavit must be given to preserve lien:

(If the lien does not attach to premises, the name and address of the person or body to whom the claim for lien must be given)

APPENDIX B – Statement of Deemed Completion of a Contract

NOTE User to complete info shown in RED. Change font colour to Black. DELETE THIS NOTE.
Date

Owner's Company Name
Street Address
Suite number
City, Province or State
Postal Code
Country

Attn: Owner or Owner's Agent
Re: **Statement of Deemed Completion of a Contract**
For the Purposes of the Construction Act
Project Description
Project Location
Proj No: nn.nnnnn.nn

Building Permit No: XXXXXXXX

Dear Owner or Owner's Agent,

Based on our general review of the project, in our opinion, to the best of our knowledge, information and belief, the construction contract for the above referenced project has been deemed complete pursuant to the provisions under Section 2(3) of the *Construction Act*, R.S.O. 1990.

The date of deemed completion of the contract was determined to be yyyy mm dd.

Accordingly, the *Construction Act* provides that outstanding lien holdback monies may be released to the contractor on the day following the conclusion of the sixty (60) day period next following the date the contract was "deemed completed", provided no liens exist relative to this contract.

A Certificate for Release of Holdback and accompanying documentation is being prepared for the outstanding lien holdback monies.

We trust that the above is understood. Should you have any questions with regard to the above, or have any information that would alter our determination please contact the undersigned.

Yours Truly,

Architectural Firm Practice Name
per:

Your Name
Working Title
Officer Status

cc: Contractor's Rep, Contractor's Company Name

APPENDIX C – Statement of Determination of Ready-for-Takeover

NOTE User to complete info shown in RED. Change font colour to Black. DELETE THIS NOTE.
Date

Owner's Company Name

Street Address

Suite number

City, Province or State

Postal Code

Country

Attn: Owner or Owner's Agent

Re: **Statement of Determination of Ready-for-Takeover**

Project Description

Project Location

Proj No: nn.nnnnn.nn

Building Permit No: XXXXXXXX

Dear Owner or Owner's Agent,

Based on our general review of the project, in our opinion, to the best of our knowledge, information and belief, the above referenced project has been determined to be Ready-for-Takeover pursuant to the provisions of the construction contract.

The date of Ready-for-Takeover was determined to be yyyy mm dd.

Accordingly, the construction contract provides that [Insert here anything triggered by achievement of this milestone such as establishing a reasonable date for the completion of the Work.]

We trust that the above is understood. Should you have any questions with regard to the above, or have any information that would alter our determination please contact the undersigned.

Yours Truly,

Architectural Practice Name

per:

Your Name

Working Title

Officer Status

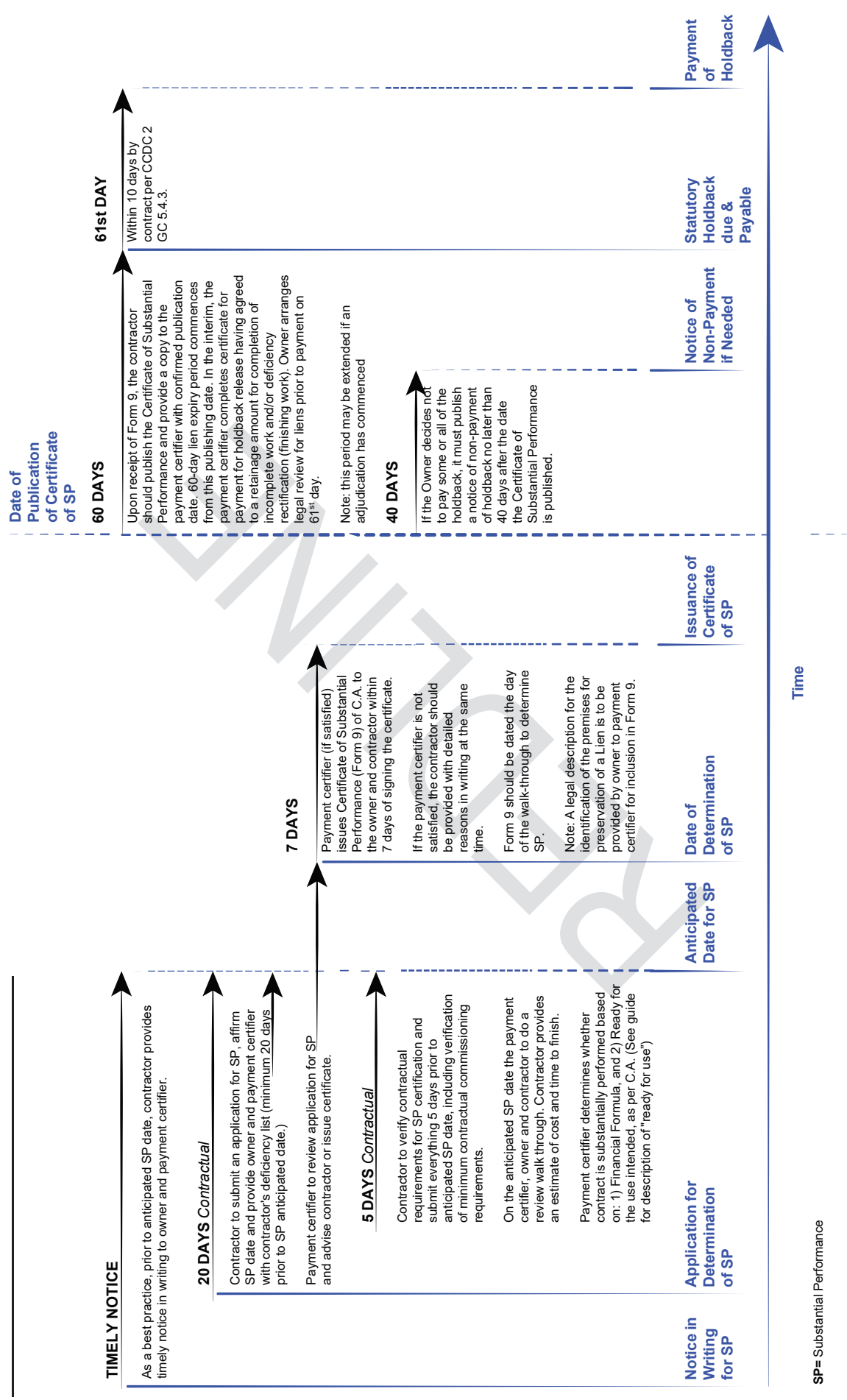
cc: Contractor's Rep, Contractor's Company Name

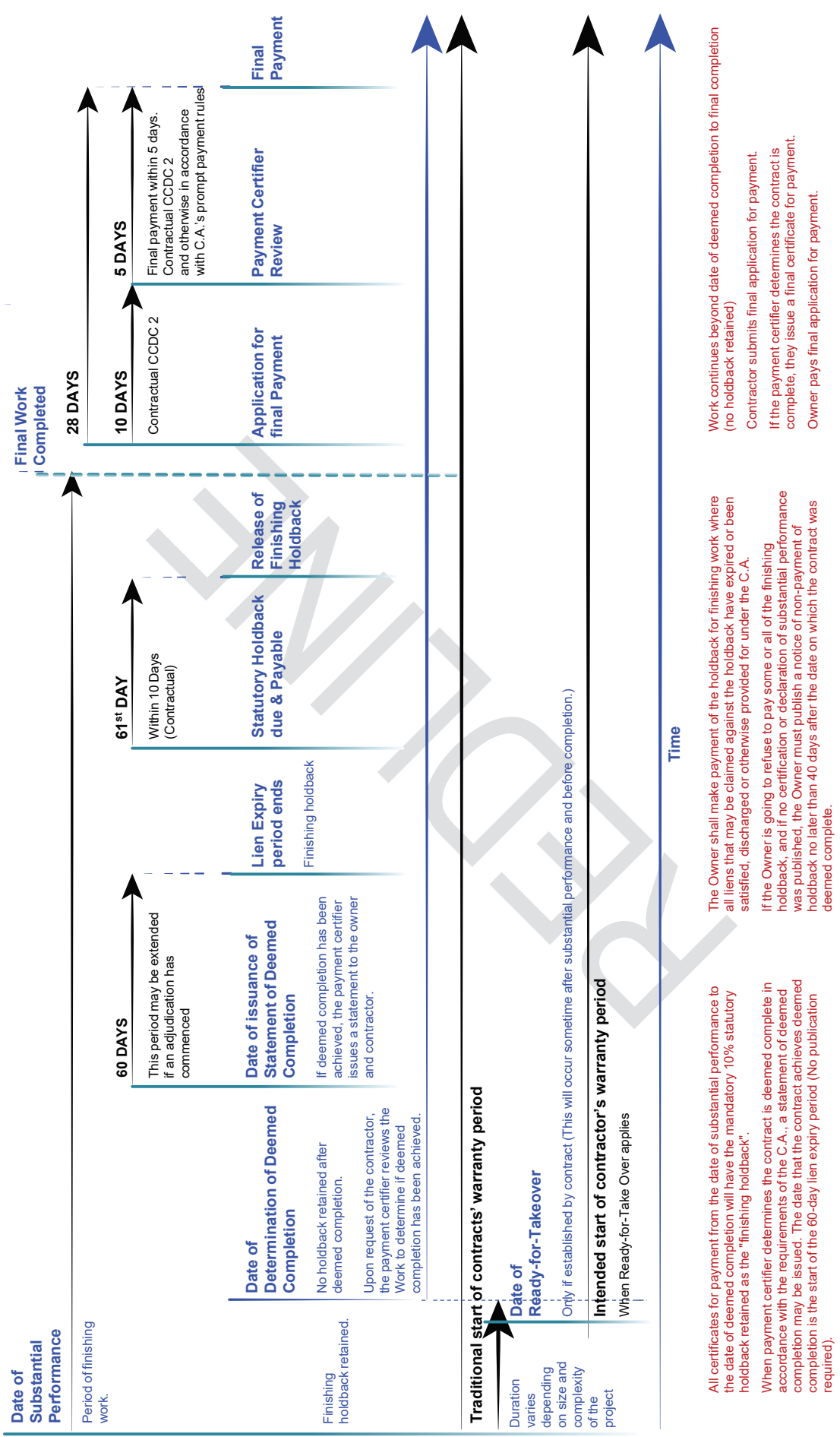
APPENDIX D – Take-over Timelines

This appendix consists of two pages. One is a “Time Chart for Date of Substantial Performance of the Contract”. The other is a “Time Chart for Date of Deemed Completion of the Contract (post substantial performance)”.

Both have been adapted from the OAA-OGCA publication “A Guide to Project Closeout Procedures” which was published in November 2010 and which since then has been withdrawn.

REDLINE





A Guide to Project Closeout Procedures

A joint publication of



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This Document may be used as a reference in combination with OAA/OGCA Document No.100, dated December 12, 2007 - “RECOMMENDED PROCEDURES CONCERNING SUBSTANTIAL PERFORMANCE OF CONSTRUCTION CONTRACTS AND COMPLETION TAKE-OVER OF PROJECTS”

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6
Phone: (416) 449-6898
Fax: (416) 449-5756

Ontario General Contractors Association
703 – 6299 Airport Road
Mississauga, Ontario
L4V 1N3
Phone: (905) 671-3969
Fax: (905) 671-8212

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PREFACE

Getting a construction project to the Milestones of Substantial Performance of the Work and then to Completion and Turn Over are some of the most difficult challenges to be met during the construction of a facility. This process involves thousands of actions performed by hundreds, if not thousands, of individuals from all facets of the construction chain including manufacturers, distributors, suppliers, subcontractors, sub-subcontractors, contractors, construction managers, consultants, allied professionals, project managers, developers, owners, government, end users, etc. While the obligations of each are often detailed in the project documents and various contracts, they are not always coordinated as well as they could be, which can lead to costly and delays in achieving Substantial Performance and then total completion.

If you can't get it done, you can't reach Substantial Performance. If End Users are not able to use the facility as intended, then everybody has to spend more time and money to help wrap it up and everybody's monies are delayed.

The following is a Guide to Project Closeout Procedures. It has been created to assist in the process and make things go smoother, and as a reminder that the last 3% of the project is often taking at least 15% of the effort. It takes a team effort. So let's all try to work together to make the last 3% of the project 3% or less of the effort!

This Guide has been produced by the Ontario General Contractors Association, the Ontario Association of Architects and in cooperation with industry stakeholders representing owners, contractors and electrical and mechanical contractors.

The primary purpose of this Guide is to introduce the reader to best practices which will expedite and simplify the takeover of a project by its owner from the contractor who managed its construction.

The Guide contains recommended practices following the principles and methods for successfully completing the takeover process efficiently for all parties. The use of these practices will improve the process of closeout and takeover and reduce the problems associated with this stage of the project.

This Guide was prepared because members of the construction industry recognize that the closing out of construction projects has been getting more and more difficult. It is in the interests of the whole construction industry and owner to make the takeover of construction projects by owners more time effective and less stressful for all participants. In our discussions, certain themes came to the surface time after time of what could help ameliorate the situation:

- **Timeliness** – Takeover issues need to be addressed before the tendering of the project, for example by the owner / consultant communicating expectations in the bid documents, and then addressing them from the first site meeting onward and at every subsequent site meeting. Deficiencies need to be addressed as they are observed. The value of repairing deficiencies must be included as deductions in regular

Progress Draw calculations and applications for each trade. Don't wait until the crooked wall is painted before it needs to be fixed and repainted. The team (consultant / contractor / subcontractor) should identify the problem and have the crooked wall fixed immediately by its installer before it gets painted. Proceeding in this fashion will ensure that trades do not leave the construction site until their deficiencies are addressed and that deficiency lists are minimal.

- **Communication** – The owner / consultant needs to communicate not only the quality standards which are expected to be delivered on a particular project within the specifications at the time of the bidding process, but also the specific requirements in regard to deliverables and the level of commissioning activities to be completed prior to owner's occupancy. The need for this communication is to be continued throughout the project by all the players (there should be no surprises toward the end of the project slowing the closeout process).
- **Teamwork** – Something as complex and expensive as a construction project is best built with a sense of teamwork. If everyone in the process approaches the project with the sense that they are there to provide a quality job on time and on budget in a spirit of cooperation, a project can and will go very well.

To be part of a team, every member must take responsibility for their part of the Work and take an interest in facilitating every other team member's efforts. The subcontractors and suppliers should be expected to be active participants in the project and take responsibility for the quality and scheduling of their Work, work cooperatively with the contractor, consultants and other subcontractors, be mindful of the construction schedule and attend to deficiencies as soon as they come to their attention.

The recommendations in this Guide reflect these ideas. By following these principles, every member of the construction team will find the project more enjoyable and the stress of closing on the job will be reduced, if not eliminated.

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1. INTRODUCTION

This Guide addresses the practices and processes involved to successfully manage and implement the takeover of the Work by the owner from the contractor. The Guide contains prescriptive requirements and recommended guidelines and forms that can be used to make for a more efficient and successful procedure. Most of the comments relate specifically to a design / bid / build procurement contract. However, most of the concepts apply to any form of construction procurement.

The Guide touches on the primary aspects of a project which are required for the transfer of documentation and information required for the closeout of the project.

The Guide does not interpret the Construction Lien Act and therefore readers are strongly urged to review the Act and obtain legal advice accordingly.

2. DEFINITIONS

2.1 Contract

The contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the contract documents and represents the entire agreement between the parties.

2.2 Contract Document

The contract documents consist of those documents listed in the Agreement – contract documents and amendments agreed upon between the parties.

2.3 Contract Price

The contract price is the amount stipulated in the contract documents expressed in Canadian Funds excluding Value Added Taxes which the owner has agreed to pay the contractor for the completion of the contract work and services.

2.4 Substantial Performance of the Work

A contract is substantially performed when:

- (a) the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and
- (b) the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than:

- (i) 3 percent of the first \$500,000 of the contract price,
- (ii) 2 percent of the next \$500,000 of the contract price, and
- (iii) 1 percent of the balance of the contract price

[from s. 2(1) Construction Lien Act]

2.5 Deemed Completion

A contract shall be deemed to be complete and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of:

- (a) 1 percent of the contract price;
- (b) \$1,000.00

[from s. 2(3) Construction Lien Act]

Section 2(3) of the Construction Lien Act defines “completion” of the contract for lien purposes. The Final Payment Certificate of the Payment Certifier showing the balance to complete of \$0.00 often serves to recognize that the contract is completed.

2.6 Owner

The owner is the person or entity identified as such in the Agreement. The term owner means the owner or the owner’s authorized agent or representative as designated to the contractor in writing, but does not include the consultant.

2.7 Consultant

The consultant is the person or entity engaged by the owner and identified as such in the Agreement. The consultant is the Architect, the Engineer or entity licensed to practice in the province or territory of the Place of the Work. The term consultant means the consultant or the consultant’s authorized representative.

2.8 Contractor

The contractor is the person or entity identified as such in the Agreement. The term contractor means the contractor or the contractor’s authorized representative as designated to the owner in writing.

2.9 Subcontractor

A subcontractor is a person or entity having a direct contract with the contractor to perform a part or parts of the Work at the Place of the Work.

2.10 Supplier

A supplier is a person or entity having a direct contract with the contractor to supply products.

2.11 Shop Drawings

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product data, and other data which the contractor provides to illustrate details of portions of the Work.

2.12 Work

Work means the total construction and related services required by the contract documents.

2.13 Incomplete Work

Incomplete work means Work specified in the contract documents that has not been performed or completed.

2.14 Deficiency Work

Deficiency work means Work that has been performed, but performed incorrectly or to an inadequate standard, not performed as specified, or damaged prior to turnover to the owner.

2.15 Warranty Work

Warranty work means completed work that requires completion after the date of substantial performance and is discovered prior to expiry of the contract warranty period or periods.

2.16 Deferred Work

Deferred work is work which the owner and the contractor agree, or out of necessity, simply cannot be completed in a timely manner, such as landscaping work, and is therefore excluded from the calculation in determining whether substantial performance of a contract has been reached.

2.17 Ready for Use for the purposes intended

Ready for Use is a concept used in determining whether substantial performance has been reached. Its meaning depends on what is being constructed under the contract in question: is it the entire project under a general contract or only one trade's contract work under a construction

management arrangement? Ready for Use intended can be when it is ready for the owner to occupy and fit out.

In the case of a hospital, for instance, it is not when it is ready for patients to move in or clinical procedures to begin, it is when it is ready for the hospital to occupy and make ready for them to initiate their fit out and training, etc. If it's the whole project, then the test is usually met once the new space is ready for occupancy. If it's only a trade contract, then the test is generally whether the trade's work is functional (e.g. mechanical) or ready for the next trade to take over (e.g. Gypsum Board ready for paint).

3. IMPLEMENTING A PROJECT CLOSEOUT PROCESS FOR PROJECTS

The process of project closeout begins with the contract documentation stages by the consultant working with the owner and continues throughout the construction stage involving all players.

3.1 Pre-Construction Phase

3.1.1 Contract Requirements for Closeout

The contracting authority should, in the bid documents, clearly specify in a separate section what is required to meet Substantial Performance and all of the documentation that will be required at the time of closeout for owner occupancy or other intended use. Grouping this information together in a separate section of the specifications is a simple way to clarify for all members of the project team what is required to be done, by whom, to achieve substantial and total performance.

Instructions for Substantial Performance should make reference to the Construction Lien Act and not paraphrase the Sections of the Act.

3.2 Construction Phase

3.2.1 Job Start Up Meeting

Preconstruction Meeting – The following is an example of the members of the construction team who should be invited to such a meeting: architect, engineer, contractor, major subcontractor, and owner. There may be other specialized participants who should be invited depending on the complexity and scope of the project. Milestones for submittals and completeness should be established followed by meetings to review compliance. Review your QA/QC plan - provide quality expectations with mockups, submittals of samples, open manuals prepared for the inserts which will be provided, detail what inspections will be done, independent testing and inspection agencies, Schedule of Values to be used for payment certification – project Schedules.

3.2.2 Contractors' Logs

Closeout Log #1 - The contractor should, early in the process, prepare a list of what is to be included as part of the Turnover documents such as:

- spare parts
- as built drawings
- commissioning reports
- CBO certificate
- Fire Alarm certificate
- Balancing Reports
- testing certificates
- maintenance manuals, etc.

4. QUALITY

Quality Assurance (QA) has implications throughout the life of a project from its beginning to closeout. The consultant is in charge of Quality Assurance, the contractor of Quality Control. The consultant and subconsultants carry out Quality Assurance by means of establishing quality standards in the drawings and specifications; reviewing the job as it progresses; and requiring the necessary testing to be done by third party testing companies. The contractor carries out Quality Control by working with the consultant to meet the specified quality standards, making sure that the standards are communicated to the subcontractors, and making sure that the work undertaken complies with those standards and that deficiencies are brought to light as early as possible and addressed immediately by the responsible trade, without everyone waiting until the deficiency lists are produced near the end of the job. Quality control is the day-to-day, on the job, making certain that the contract is being carried out in accordance with the plans and specifications to the quality standards specified.

A well thought out and executed QA/QC program will make project closeout much easier and make the whole project run more smoothly. In the Project Development Phase, it is important that the documents convey the level of quality expected for the project.

A good idea is for the key consultants (i.e. architectural, structural, mechanical, electrical) to be involved in identifying key quality issues, i.e. what portions of the project are likely to create difficulties and portions of the project where quality standards are of critical importance to the consultant and owner. There may also be certain special items for which the level of quality is above an industry standard. These should be documented for bidders (i.e. workmanship, actual product specifications).

QA/QC Milestone, Meetings & Guidelines (QA/QC may warrant a separate specification section)

4.1 Consultants' and Contractors' Roles

A good QA / QC program is a key element to an effective closeout program.

- QA / QC needs to be part of every site meeting agenda, do not wait for deficiency inspections.
- The consultants and owner need to set and communicate quality expectations to all members of the project team as early in the process as possible. In drawings and specifications.
- One of the most important roles of the consultant is to manage owner's expectations and educate owners on the construction process. One important principle which construction reviewers need to abide by is consistency.
- It is helpful to also have the project designer involved early on, identifying areas of the project likely to create quality problems, due to workmanship or an actual product specification, areas or items for which the level of quality is higher than standard.
- Deficiencies should be addressed as soon as they are discovered.
- The consultant and contractor need to work together to implement the QA / QC program, uncover deficiencies, evaluate what is considered deficient in a consistent manner, set money aside in the monthly draw to cover identified deficiencies.
- Subcontractors are part of the QC team and must take responsibility for the quality of their work
- It is recommended that individual contractors and subcontractors undertake review, the preparation of a deficiency list, the completion of deficiency fix up where necessary, and make arrangements for the general contractor's and subsequent consultant's review of completed work. This process should occur at regular intervals if necessary and prior to the completion of their work to facilitate their full completion of remaining items in a timely manner.

The consultant needs to set out a standard at the beginning of the job. You need the owner, consultant, contractor and subcontractors to get together to make sure quality expectations are understood. This can be done in a variety of ways, including:

- Taking subcontractors to other buildings to see what quality is expected.
- The holding of minuted pre startup meetings which go through the various standards for waterproofing, window installation, etc.
- Start up meeting for important trades such as masonry with tie-ins to waterproofing and windows.
- The use of mock ups are very helpful.
- The sooner the quality expectations for a project can be communicated, understood and agreed by all parties, the better.

4.2 Owner's Role

It is key that the owner provide the same authorized representative throughout the project. Owners have authority to make decisions or at least have decisions made quickly. Owners should have some responsibility to participate throughout the project, allowing themselves to be informed on the construction process and communicate their needs and expectations clearly early in the process via drawings and specifications plus early start-up meetings, then be consistent in how you apply them.

Owners have an important role to allow themselves to be informed by the project team and to commit the time and effort to evaluate whether the quality of what is being specified and later installed meets expectations and not wait for deficiency inspections.

5. FINANCIAL

5.1 Progress Draws

A line item could be included in the monthly draws to cover specified deliverables. At 75% complete, a nominal sum, e.g. \$5,000, could appear as a line item that is paid once the closeout items such as 'As Built Drawings', manuals, warranties are submitted then the line item may be paid out. The subcontractors deliver much of the closeout material and must have an incentive to deliver the material in a timely fashion.

Trades should not be certified or signed off as complete when there is work outstanding or deficiencies to correct. The contractor should ensure that the subcontractor complies with their responsibilities before agreeing to ask for the consultant to sign off.

5.2 Deficiency Retainage

Deficiencies need to be completed as soon as possible to avoid delays in the process. The consultant and contractor must work together to judge the value of deficiencies to establish the value of works early. Payment certifiers must accurately value deficiencies to avoid placing undue hardship on subcontractors who have completed their work. Payment Certifiers should be assessing the percentage of work complete – and using deficiency lists to reduce draw payments by an amount equivalent to the cost of repairing deficiencies.

The contractor and subcontractors play an important role in identifying, repairing, and pricing deficiencies. Some contractors require subcontractors to itemize and price deficiencies when submitting monthly invoices to the contractor.

6. OCCUPANCY

An important issue is providing the subcontractor with sufficient time to complete deficiencies between the preparation of the deficiency list and the owner moving in. Once the move in takes place, it can make deficiency completion very difficult. Good planning needs to take place when an owner needs occupancy before the deficiency list is complete.

A good idea is to schedule a pre-occupancy review with the consultants and owner a minimum of one week prior to the planned occupancy date to allow for deficiency completion. The contractor should organize all trades to be prepared to get in and clear out the deficiencies quickly before move-in.

For required inspections, refer to Ontario Building Code (Section 1.3.3 Occupancy of Unfinished Buildings) (Appendix 2)

6.1 Phased or Partial Occupancy

More and more, especially in large complex buildings (both new and renovated), phased or partial occupancy is a requirement of the owner and must be clearly identified in the bid documents.

The bid documents should clearly define the sequencing of any phased occupancy (generally a requirement of the owner's operations); the length of time required for any decanting and move in by the owner where it will impact the ongoing operations of the contractor; and the specific closeout requirements prior to the owner's acceptance for occupancy. The specific closeout requirements will generally mirror those for final occupancy but will not generally include substantial performance requirements (held off until final occupancy). Decisions regarding the start date of warranties for the phased or partially occupied areas and for any equipment or systems related to its use should be predetermined and agreed to as the owner has beneficial use.

It is important for consultants to describe planned phasing requirements in the bid documents as it needs to be considered for pricing. It will take extra time and money; all parties should be aware of any known plans as early as possible. For greater clarity for pricing, this should be noted in the bid documents.

The owner will be responsible for operating, maintaining, and insuring the occupied areas and related equipment and / or systems.

6.2 Occupancy prior to Deemed Completion

This refers to the period between substantial performance of the project and Deemed Completion when the owner has occupancy where there remains incomplete work and/or deficiencies to complete. As has been noted above,

this requires careful planning and coordination by the contractor and owner and a clear communication by the owner to the occupants of what and what not to expect during this period.

7. INSURANCE AND BONDING

7.1 Bonding

Performance Bonds cover the standard one year comprehensive warranty required by CCDC 2 - GC 12.3. Surety companies, for an extra charge, may also provide a second year of comprehensive warranty coverage if required to by the contract specifications. If a contractor is not completing the work or carrying out warranty work during the one (or two) year comprehensive warranty period, the owner should notify the surety company of such a breach. The owner has paid for this coverage and has every right to call on the surety to address the failure of the contractor to complete the work. Contractors are very conscious of the importance of their relationship with their surety company. Surety companies constantly monitor their clients; any complaints to the surety company from an owner that a contractor is not complying with their contractual responsibilities are taken very seriously. Construction bonds provide a means of protecting the owner's rights under a construction contract.

7.2 Insurance

It is a general principle that the party who has the care and control of a facility is in the best position to provide project insurance. When a project, such as an addition / renovation, involves multiple occupants (e.g. tenants) of a building, it is usually better for the owner to carry the property and liability insurance policies. It is also good practice to have one insurance company providing as much of the insurance coverage as possible to reduce the likelihood that a dispute will arise as to which policy should cover any claim that might arise.

If the contractor is providing either Property or General Liability coverage for a project, Insurance coverage must change from the contractor's to the owner's policy when the owner's employees begin to use the facility for the purpose for which it was built. Prior to the owner's employees starting this use, the contractor must make it clear to the owner that his insurance policies must take over coverage before his employees can begin to use the building. A good method of insuring that this change of coverage takes place is for the contractor to send the owner a letter setting out the date on which insurance coverage will move from the contractor's policy to the owner's policy and include a place for the owner to sign an acknowledgement that they agree with the change in coverage. The letter is then signed by the owner and faxed back to the contractor who in turn faxes a copy of the acknowledged letter to your broker. N.B. For the owner - Now that your insurance policies are covering the project, the contractor should be added as an additional insured to the owner's

policies and be provided with a Certificate of the policy until the deficiencies are complete.

8. UTILITIES

Utility charges transfer to the owner on the date of substantial performance and, if applicable, any accepted date of phased or partial occupancy. This process should be documented in the specifications. If not, an agreement as to sharing of costs should be reached as early as possible, where continuing contractor operations are carried out beyond these dates.

9. COMMISSIONING

9.1 Commissioning is a term often misused to refer to those activities that occur when a project is taken over by the client. In actual fact, commissioning is a separate and distinct service, which may commence at the beginning of a project and may continue until, and in some instances, after, occupancy by the owner. Commissioning is an additional service often provided by an independent third party – a commissioning agent. Large or complex projects may require the participation of a commissioning agent to manage and verify the design performance of all the components and systems of the building's operation or as a minimum, those identified by the consultant and owner and specified to be critical or necessary.

In some smaller & simpler projects, typical start up demonstration and review by the Prime consultant and subconsultant is usually sufficient.

Commissioning includes a range of activities undertaken to transform the design of a facility into a fully integrated and operating system. It is a process of quality assurance which:

- Begins with the definition of the 'design intent' and ends with the delivery of a building;
- Confirms the contractor's implementation of the consultant's design as defined in the contract documents;
- Confirms the ability of the consultant's design to satisfy the owner's defined requirements;
- Addresses any shortcomings.

One product of the commissioning process is an accurate project database.

For large and/or complex projects, the owner may engage a commissioning agent as an independent third party to verify that both the facility design and the resulting construction satisfy the owner's objectives and requirements. In

addition, the commissioning agent verifies the contractor's performance of the contract.

Early involvement of a commissioning agent as a project team member can assist in clear communication of the design intent to both the consultant and the contractor.

Because the contractor is usually a late arrival to the project team, an explanation of the verification and testing procedures by the commissioning agent should appear in the bid documents. This will assist bidders in evaluating the time and cost implications of a commissioning agent's participation and the agent's impact upon acceptance of the work.

Bid documents prepared with input from the commissioning agent should include:

- The commissioning plan, including the scope and sequence of the commissioning program;
- The commissioning specifications, including a manual with examples of verification forms and testing procedures, noting probable duration;
- Any specialized documentation related to testing, such as CSA Standards, which may describe options for testing methods;
- Standards for submission and acceptance of:
 - Shop drawings;
 - Contractor's tests;
 - Product, systems, operations, and maintenance manuals;
 - Training programs;
 - Post-occupancy or seasonal testing;
 - Detailed list of commissioning activities to be completed prior to owner's takeover and occupancy of the building or part thereof.

9.2 Systems Verification

The process of systems verification begins after all components within the system are accepted and deficiencies are corrected. The contractor's schedule for the timing, sequencing, and proving of systems will require regular commissioning meetings to ensure that all parties are available to:

- Verify that all prerequisites to testing are in place;
- Review test procedures and acceptable results;
- Witness tests.

Failure to verify can seriously affect the construction schedule and can result in delays and claims. To avoid delays:

- Have the subcontractors responsible prove or test systems prior to witnessing by the commissioning agent;

- Provide for subcontractor and sub-subcontractor acceptance on verification forms prior to Contractor acceptance.

After sign-off by the contractor, the consultant should then certify their recommendation of acceptance. Variances from the design identified during systems testing will require investigation and reporting by the consultant.

Because many integrated systems tests require that certain post-occupancy conditions be in place (for example, all equipment, furnishings, and building users in operation), the consultant and the commissioning agent should consider preliminary or conditional testing and recommended acceptance of certain sub-systems.

9.3 Equipment Start Up

As the project nears completion, completion dates should be set for the startup of equipment and the review by the appropriate consultant. Reports from the startup process should be submitted as part of the final submittals.

9.4 System Demonstration

Demonstration should take place just prior to turnover, allowing enough time for the occupants to have a thorough understanding of the operations. At the outset of the project, the owner, consultant, contractor, subcontractor, and suppliers should prepare a plan to carry out the demonstration. The plan should include number of attendees, the duration for instruction, any special requirements from any party and should include the commissioning agent. (Note the premises may still require that the owner's personnel have protective equipment.) In order to help the owners train others or refresh the personnel, it is recommended that on more complex projects, the owner or contractor record the training sessions. This should be clearly defined in the bid documents.

All access to the site for owner's staff must be arranged through the contractor.

10. DEFICIENCIES

10.1 Deficiency Inspections

As part of establishing substantial performance, it is necessary to place a value on project deficiencies. The contractor and subcontractors will prepare lists of deficiencies; address as many of the deficiencies as possible, and then hold a formal deficiency review. This review requires the participation of the owner, consultants, contractor, and subcontractors. It is pointless to hold the deficiency review until the finished lighting is operational as the quality and

direction of the lighting may reveal defects which would not otherwise be noticeable.

Subcontractors should be involved early in the deficiency process, preparing their own deficiency lists. This will make the final review much easier for all parties. The subcontractors must take responsibility for the quality of their work.

A distinction should be made between cosmetic deficiencies and operational deficiencies so as to ensure that the proper individuals are involved in their correction. For example, an operational deficiency may need to have the input of maintenance staff.

The goal is to have all deficiencies corrected prior to the consultant's review.

11. TURNOVER DOCUMENTS

11.1 Documents

The owner will be relying on the 'as built' drawings and manuals for as long as the structure is in use. A monetary value may be assessed to the value of these documents up front so they are part of the Schedule of Values in the monthly Progress Draw system (in the bid specification). Make them a line item from the beginning and they are either submitted or approved or not, no partial draws should be allowed. A value should be assigned that reflects the cost of creating the drawings and assembling the manuals and acts as an incentive to submit them as soon as they are available.

On a larger project, the owner may place a monetary value on the Operation & Maintenance Manual materials. If a value is assigned to the documents, it should be a specific dollar amount, not a percentage of the project value.

Another suggestion is to break down the monetary value of submittals against the mechanical manuals / electrical manuals and release money as each are submitted.

11.2 Shop Drawings

All finally reviewed shop drawings, if required, are to be submitted to the owner by the contractor. The submittal of shop drawings is to be completed once they have been reviewed for general conformance.

11.3 Operation & Maintenance Manuals

Operation manuals differ significantly from the compilation of shop drawings. This documentation provides information with regards to the regular

maintenance and cleaning instruction of materials, necessary instructions in order to operate systems and equipment. The owner will be required to operate and maintain the systems and equipment. This documentation is considered essential at the turnover of phased, partial and final occupancy and should coincide with the demonstrations.

Maintenance Manuals are instructions regarding the upkeep required for finishes and various components of equipment and systems. These can specify, for example, cleaning methods and materials or regularly scheduled maintenance of equipment. Again, this is essential at turnover as the owner will be responsible for complying with maintenance requirements in order not to void any warranties.

There is a growing trend of contractors to provide the consultant or owner with Binders already made up with divisions for the owner to insert the manuals as they are submitted by the contractor.

11.4 Spare Materials, Parts and Tools

Provide all specified spare materials and tools and obtain a signed receipt of inventory from the owner's representative.

11.5 As Built Drawings

It should be clearly defined in the specifications as to what the requirements for 'As built' drawings vs. 'Record' drawings will be.

11.6 Source List – Subtrades, Suppliers

It is a good idea, whether specified or not, for the contractor to provide the owner with a source list identifying subcontractors and suppliers of materials and equipment for their ongoing use.

12. WARRANTY PERIOD

12.1 Warranty Administration Process

Meet to discuss Warranty Administration Process – the consultant's role generally continues throughout the Warranty period – owner – consultant – contractor – subcontractor, often the owner goes directly to the subcontractor, which is okay in an emergency. However, the warranty chain is ideal - it lets all know what is happening.

12.2 Warranties

Warranties for the project typically start at substantial performance of the work

or on the date of occupancy of a phased or partial occupancy. Any extended warranties typically start at the expiration of the contractor's one year warranty. As part of the final submittals, the contractor will typically provide a letter of warranty for the entire work. Letters from suppliers and subcontractors are not required as part of the submission unless they are for extended warranties. In these cases, the contractor is required to obtain these warranties for the owner and a direct contractual relationship between the owner and the respective subcontractor or supplier will occur after the initial one year warranty.

GC 12.3 of CCDC 2 provides for a one year comprehensive warranty for the work from substantial performance of the project. Contract specifications may provide for a two year comprehensive warranty that covers all the work. As part of the final submittals, a letter of warranty for the entire work may be required from the contractor. Under GC 12.3, it is the contractor who is responsible to administer warranty work, which is generally carried out by the subcontractor who installed the work, which is giving the problem. It is not always easy to pinpoint what the source of a problem is (i.e. roofing leaks), and therefore who is responsible to resolve it. This is where the expertise of the contractor is useful. It is frequently true that problems arise where the work of several subcontractors intersect.

Specifications often call for extended warranties of varying durations. These are provided by manufacturers of products such as windows, roofing materials, mechanical systems, etc. As part of the final submittals, the contractor will typically provide letters from suppliers and subcontractors setting out the terms of the extended warranties. In these cases, the subcontractor is required to obtain these warranties for the owner and a direct contractual (warranty) relationship between the owner and the respective subcontractor or supplier will occur after the initial one year warranty.

12.3 Warranty Period

During the comprehensive warranty period, the owner should be contacting the consultant, who contacts the contractor who contacts the subcontractor to have a problem fixed. Refer to the 'Warranty Notice' form [Appendix 5]. The form should be filled out so that everyone in the chain knows what is happening. Of course, if there is an emergency, the owner can call the relevant subcontractor directly to have emergency action taken.

It is good practice to hold an eleventh month warranty review with the consultants, contractor, and owner in attendance.

APPENDICES:

Appendix '1' Chronological flow chart of Legal / Contract and construction events

Appendix '2' Occupancy Requirements

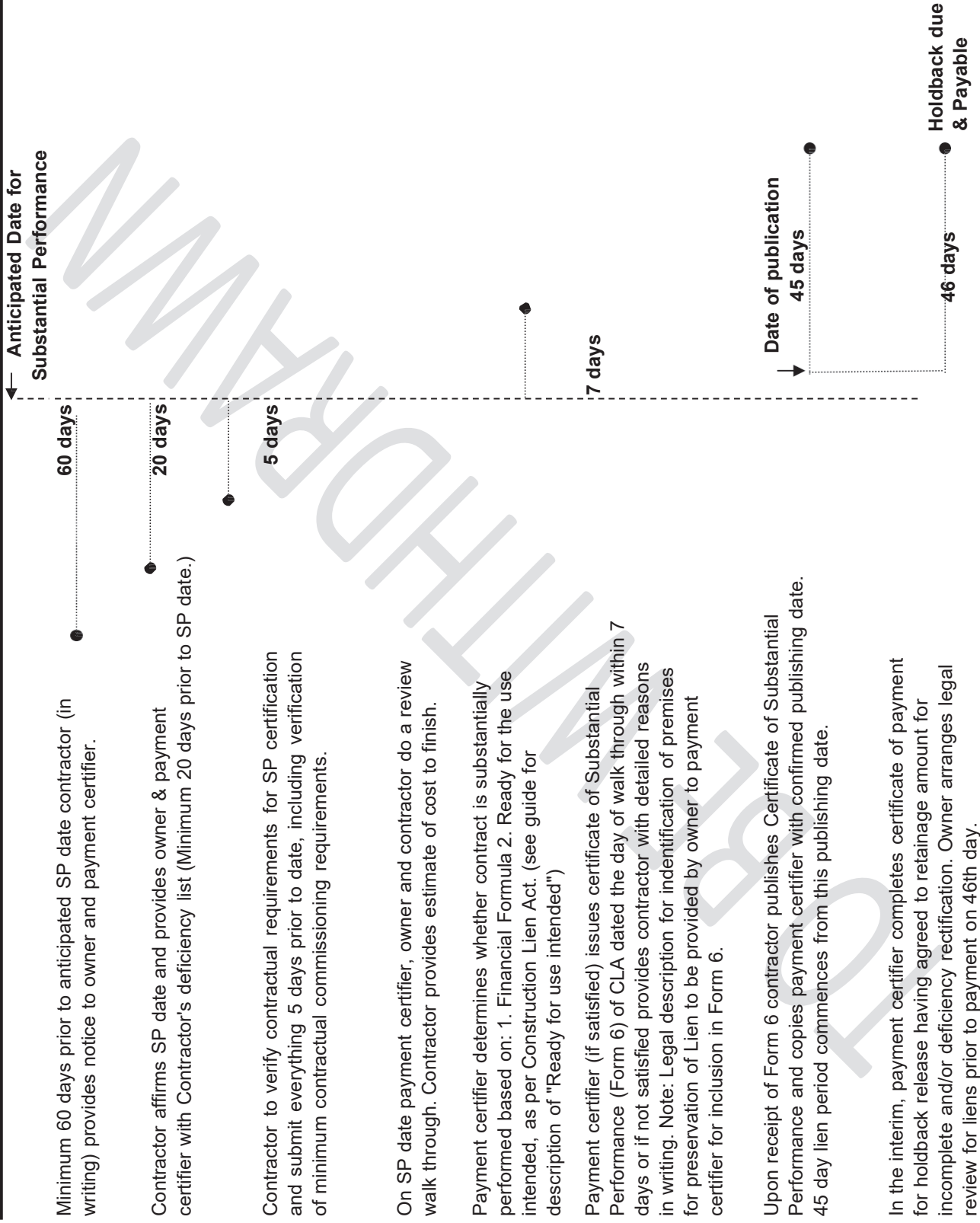
Appendix '3' Sample Turnover Document Check List

Appendix '4' Warranty Notice Form

TO BE WITHDRAWN

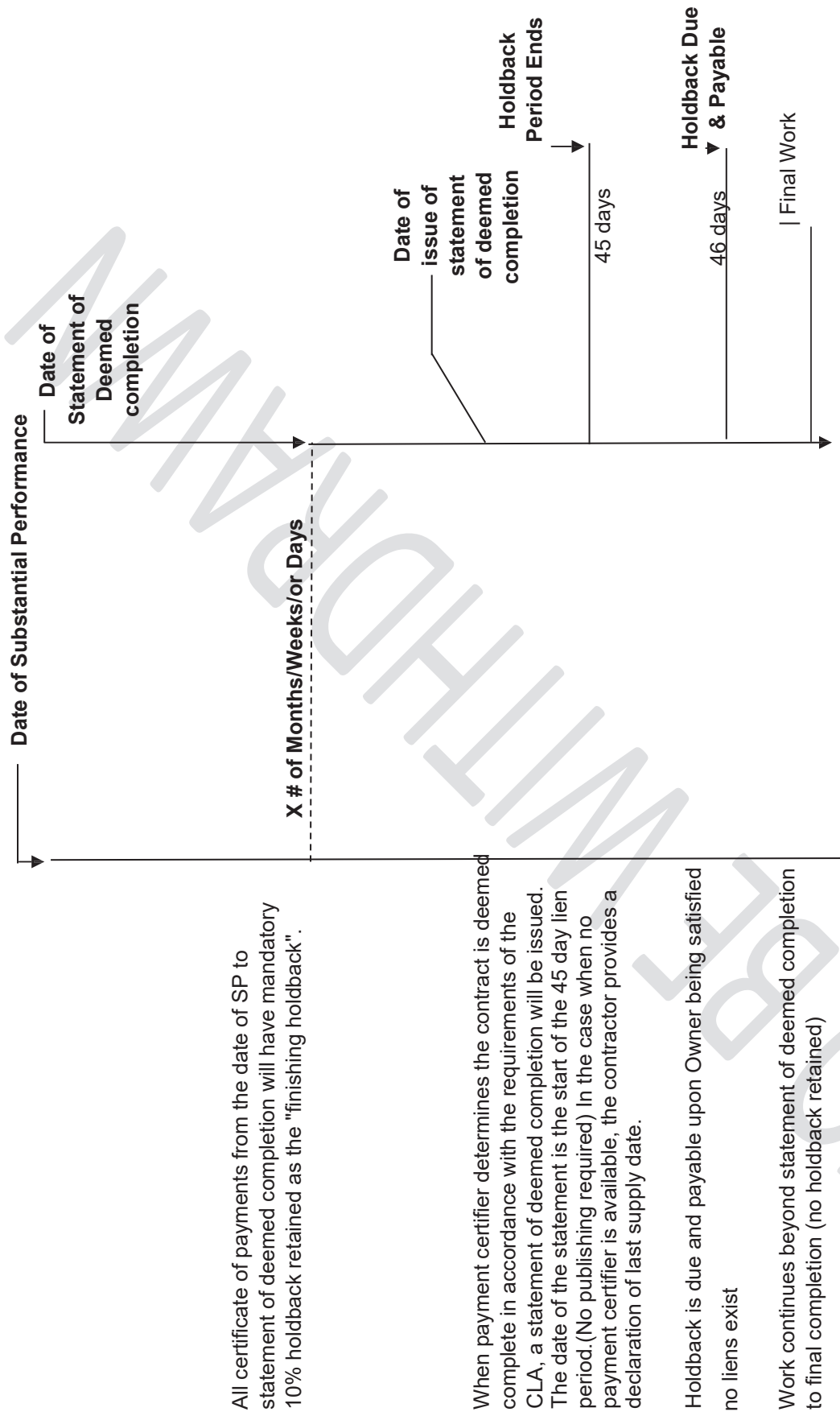
Time Chart for Date of Substantial Performance of the Contract

Appendix 1



Time Chart for Date of Deemed Completion of the Contract (post Substantial Performance)

Appendix 2



OCCUPANCY REQUIREMENTS

The Ontario Building Code 2006 governs the requirements for occupancy of all types of buildings.

Inspections are required prior to an occupancy permit being issued.

The requirements for such occupancies are taken from the “unofficial version of Government of Ontario legal materials”.

For any updates, please check with your local building department.

TO BE WITHDRAWN

1.3.3 Occupancy of Unfinished Building

1.3.3.1. Occupancy Permit

- (1) Except as permitted in Sentence 1.3.3.2.(1), a person may occupy or permit to be occupied any building or part of it that has not been fully completed at the date of occupation where the chief building official or a person designated by the *chief building official* has issued a permit authorizing occupation of the *building* or part of it prior to its completion in accordance with Sentence (2).
- (2) The *chief building official* or a person designated by the *chief building official* shall issue a permit authorizing occupation of a *building*, where,
 - (a) the structure of the *building* or part of it is completed to the roof,
 - (b) the enclosing walls of the *building* or part of them are completed to the roof,
 - (c) the walls enclosing the space to be occupied are completed, including balcony *guards*,
 - (d) all required *fire separations* and *closures* are completed on all *storeys* to be occupied,
 - (e) all required *exits* are completed and fire separated including all doors, door hardware, self-closing devices, balustrades and handrails from the uppermost floor to be occupied down to *grade* level and below if an *exit* connects with lower *storeys*,
 - (f) all shafts including *closures* are completed to the floor-ceiling assembly above the *storey* to be occupied and have a temporary *fire separation* at such assembly,
 - (g) measures have been taken to prevent access to parts of the *building* and site that are incomplete or still under *construction*,
 - (h) floors, halls, lobbies and required *means of egress* are kept free of loose materials and other hazards,
 - (i) if service rooms should be in operation, required *fire separations* are completed and all *closures* installed,
 - (j) all *building drains*, *building sewers*, *water systems*, *drainage systems* and *venting systems* are complete and tested as operational for the *storeys* to be occupied,
 - (k) required lighting, heating and electrical supply are provided for the *suites*, rooms and common areas to be occupied,
 - (l) required lighting in corridors, stairways and *exits* is completed and operational up to and including all *storeys* to be occupied,
 - (m) required standpipe, sprinkler and fire alarm systems are complete and operational up to and including all *storeys* to be occupied, together with required pumper connections for such standpipes and sprinklers,
 - (n) required fire extinguishers have been installed on all *storeys* to be occupied,
 - (o) main garbage rooms, chutes and ancillary services thereto are completed to *storeys* to be occupied,
 - (p) required fire fighting access routes have been provided and are accessible, and

- (q) the *sewage system* has been completed and is operational.
- (3) Where a *registered code agency* has been appointed to perform the functions described in clause 4.1 (4) (b) or (c) of the Act in respect of the *construction* of the *building*, the *chief building official* or a person designated by the *chief building official* shall issue the permit referred to in Sentence (2) after receipt of a *certificate for the occupancy of a building not fully completed* issued by the *registered code agency* in respect of the *building*.

1.3.3.2. Conditions for Residential Occupancy

- (1) A person may occupy or permit to be occupied a *building* intended for *residential occupancy* that has not been fully completed at the date of occupation provided that,
- (a) the *building*,
- (i) is of three or fewer *storeys* in *building height* and has a *building area* not exceeding 600 m²,
 - (ii) has not more than 1 *dwelling unit* above another *dwelling unit*,
 - (iii) has not more than 2 *dwelling units* sharing a common *means of egress*, and
 - (iv) has no accommodation for tourists,
- (b) the following *building* components and systems are complete, operational and inspected,
- (i) required *exits*, handrails and *guards*, fire alarm and detection systems, and *fire separations*,
 - (ii) required exhaust fume barriers and self-closing devices on doors between an attached or built-in garage and a *dwelling unit*, and
 - (iii) water supply, sewage disposal, lighting and heating systems,
- (c) the following *building* components and systems are complete, operational, inspected and tested:
- (i) *water systems*,
 - (ii) *building drains* and *building sewers*, and
 - (iii) *drainage systems* and *venting systems*, and
- (d) where applicable, the *building* conforms to Article 3.1.1.3. or 9.1.1.7. of Division B.

1.3.3.3. Notification

- (1) Where a person has occupied or permitted the occupancy of a *building* under this Subsection, such person shall notify the *chief building official* forthwith upon completion of the *building*.



ABC Company Ltd.
123 Main Street
 Anytown, Ontario
 LOL 0LO

Project Closeout Control Form

Project: _____

Project No.: _____

ARCHITECTURAL

DESCRIPTION	RESPONSIBILITY	DATE RECEIVED	DATE TO CLIENT.
Fire & Smoke Separation and Closures Completed			
All required exits and hardware are complete and operational including mag locks and signage if applicable			
Hold Open at rated doors have appropriate ceiling F.A. detectors			
All shaft enclosures are completed			
Elevator final acceptance notice			
Operating Manuals, As Built Prints and			
AutoCAD files			
Consultant General Review Commitment signoff letter			
Structural			
Mechanical			
Electrical			
Other (i.e. landscape, elevating device consultant)(Structural Studs)			
Independent Inspection Soils, Concrete Masonry, etc.			
Independent Inspection Report for spray fireproofing conformance			
Independent Inspection / Air Barrier			
Independent Inspection / Asphalt			
Deficiency Reports			
Spare Material Turn Over to Client			
Cubicle Curtains have 450 mm mesh top to coordinate with sprinkler operation			
Material flame spreads smoke generation info for Building and Fire Dept.			
Turn over shop drawings and list to owner			

123 Main Street
Anytown, Ontario
L0L 0L0

Project Closeout Control Form

Project: _____

Project No.: _____

MECHANICAL

[illegible]

123 Main Street
Anytown, Ontario
L0L 0L0

Project Closeout Control Form

Project: _____ Project No.: _____

ELECTRICAL

[illegible]

SHOP DRAWINGS AND SAMPLES

Section 2	Title/Description	Manufacturer	Contact & No.	Remarks
2480	Landscaping 1 Year Warranty			
2500	Paving and Surfacing 1 Year Warranty			
2600	Sewers and Watermains 1 Year Warranty			

Section 5	Title/Description	Manufacturer	Contact & No.	Remarks
5100	Structural Metal Framing 1 Year Warranty, As-Built, Touch Up Work			
5300	Metal Decking 1 Year Warranty			
5500	Metal Fabrication 1 Year Warranty, Touch Up Work			

Section 6	Title/Description	Manufacturer	Contact & No.	Remarks
6100				
6400				

Section 7	Title/Description	Manufacturer	Contact & No.	Remarks
	Firestopping and Smoke Seals 1 Year Warranty, Manufacturer's Certificates			<i>Indicate batch number, manufacturing date(s) and be addressed to subcontractor</i>
7420	Aluminum Composite Panels 1 Year Warranty, Maintenance Data			
7510	Built Up Bituminous Roofing 5 Year and 10 Year Warranty			
7900	Joint Sealers 10 Year Manufacturer Warranty, 2 Year Written Warranty			

Section 8	Title/Description	Manufacturer	Contact & No.	Remarks
8100	Metal Doors and Frames CSDFMA Warranty			
8200	Wood and Plastic Doors 3 Year Warranty (Institutional Doors), 1 Year Warranty (Residential Doors), Life of Installation Warranty (Interior Fire Doors)			
8400	Entrances, Storefronts, Metal Windows 1 Year Warranty			
8700	Hardware 1 Year Warranty, Maintenance Material			2 sets wrenches for door closure and locksets; 2 sets of manufacturer s instructions for door closers, locksets, door holders and panic hardware
8710	Overhead Concealed Automatic Aluminum Slide Door System 1 Year Warranty, Maintenance Material, Safety Data, O & M Materials			
8800	Glass & Glazing 1 Year Warranty			
8900				

Section 9		Manufacturer	Contact & No.	Remarks
9250	Gypsum Wallboard & Acoustic Ceiling 1 Year Warranty, Maintenance Material, Extra Stock Extra Stock: 2 % extra stock for each type of ceiling tile used			
9400	Terrazo Tile 1 Year Warranty, Maintenance Data			
9650	Resilient Flooring 1 Year Warranty, Maintenance Material, Extra Stock Extra Stock: 2 % extra stock for each type of floor tile used			
9680	Carpeting 1 Year Warranty, Maintenance Data, Extra Stock Extra Stock: over and above usable cuttings, provide 5% extra stock			
9900	Painting 1 Year Warranty, Extra Stock Extra Stock: 1 litre of each finish material in each colour used on jobsite			

Section 10	Title/Description	Manufacturer	Contact & No.	Remarks
10250	Specialties 1 Year Warranty			

Section 11	Title/Description	Manufacturer	Contact & No.	Remarks
11730	Headwall Units 1 Year Warranty			
11760	Operating Room Ceiling Columns O & M Data			

Section 15	Title/Description	Manufacturer	Contact & No.	Remarks
15000	As-Builts, 1 Year Warranty, Extended Warranties, O&M Data Mechanical- General Requirements			
15300	Sprinklers As-Builts, Extra Stock, O&M Materials, Warranties Extra Stock: Furnish one approved metal cabinet containing eight spare upright type sprinkler heads and two spare pendant type sptinkler heads with the necessary tools for replacing the same.			<i>O & M Data for: Pumps and controllers, backflow preventions</i>

Section 16	Title/Description	Manufacturer	Contact & No.	Remarks
16010	Electrical General Requirements 1 Year Warranty, As-Builts, O & M Datal (as per Specifications), Certificates (as per Specifications)			

WARRANTY NOTICEFrom: _____
Owner / Consultant *

Notice Number: _____

To: _____
Contractor

Address: _____

Work: _____
title and location_____

Pursuant to paragraph 12.3.4 of GC 12.3 – WARRANTY of the *Contract* dated _____
between _____
and _____

notice is hereby given of an observed defect or deficiency in the *Work* as outlined below.

Commence correction of the said defect or deficiency within _____ days, and notify the
Owner and *Consultant* upon completion.

Description:

Issued by the Owner / Consultant *_____
name and title of person signing_____
signature_____
date

Distributed to:

**strike out as appropriate*



Ontario Association of Architects



Joint Best Practice Statement Shop Drawing Schedule

Issued September 27, 2010

This document is issued jointly by the Ontario Association of Architects and the Ontario General Contractors Association and provides information relative to best practices in regard to schedule for shop drawings.

At the commencement of the work, the Contractor and the Consultant shall prepare, for the joint review and acceptance by the Consultant and the Contractor, a schedule of the dates for the submission and return of shop drawings and other submittals where called for in the Specifications (which in no event will be more than 10 working days following submission and 10 working days following any resubmission or such other period as may mutually agreed upon by the Contractor and Consultant) in order that there is no impact on the construction schedule.

The shop drawing and other submittals schedule shall provide for the submission of shop drawings and other submittals in an orderly sequence and sufficiently in advance to allow for the Consultant's proper review and so as to cause no delay to the Work. If at any time the Contractor submits an unusually large number of shop drawings and other submittals not contemplated by the schedule, such that the Consultant cannot process these within the time permitted in the schedule, the Consultant will, within 5 working days of receipt of such drawings and other submittals, provide the Contractor with an estimate of time necessary for processing such shop drawings and other submittals.

The Contractor shall periodically resubmit the schedule to correspond to any changes in the construction schedule for the joint review and acceptance by the Consultant and the Contractor.

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6
Phone: (416) 449-6898
Fax: (416) 449-5756
www.oaa.on.ca

Ontario General Contractors Association
703 – 6299 Airport Road
Mississauga, Ontario
L4V 1N3
Phone: (905) 671-3969
Fax: (905) 671-8212
www.ogca.ca



Ontario Association of Architects



Joint Best Practice Statement As-Built and Record Drawings

Issued October 21, 2010

This document is issued jointly by the Ontario Association of Architects and the Ontario General Contractors Association and provides information relative to best practices in regard to dealing with and preparing as-built drawings and record drawings and conveys standard industry practice in regards to both.

The terms record drawings, as-built drawings and sometimes measured drawings are often confused and/or misused. Record drawings should not be mistaken for as-built drawings nor for measured drawings.

As-built drawings are those prepared by the contractor as it constructs the project and upon which it documents the actual locations of the building components and changes to the original contract documents. These, or a copy of same, are typically turned over to the architect or client at the completion of the project.

Record drawings are those drawings prepared by the architect when contracted to do so. These are usually a compendium of the original drawings, site changes known to the architect and information taken from the contractor's as-built drawings.

Measured drawings is the term recognized in the industry to describe the drawings prepared from on-site measurements of an existing building or space. It can be for a building to which additions or alterations will be made; or for spaces which are intended for lease and from which drawings the areas for lease purposes will be calculated.

PROCEDURE for Preparation of As-Built Drawings

General Contractors are responsible for creating "As Builts" from field data collected during the course of the project. Field data is defined as information collected on site while constructing the project that is not available from the contract documents, addenda, change orders, or site instructions. It is of importance that the Contractor record on the "As Builts" all field information relating to concealed conditions.

Contractors may be required by the contract documents to provide a greater degree of accuracy in some areas of the as-builts. The contractor should include adequate monies for this work in their tender price.

General Contractors are not responsible for the creation of record drawings and should advise any client or architect who requests something other than the standard industry practice that the contractor cannot accept this responsibility. The record drawings contain the intellectual property of the architect and should be respected.

Contractors who have the capacity to use auto cad may offer to do so voluntarily, but shall also be compensated appropriately for converting as-builts to this format. Contractors should raise this issue prior to tender closing with the tender authority and ensure that any additional costs that may be required are included in their bid.

PROCEDURE for Preparation of Record Drawings

Architects should arrange with their clients prior to executing contracts as to requirements for record drawings at the close of the project. Architects should be advising their clients that providing "record drawings" is an additional services and the appropriate cost should be included in their fees to the client. A per diem rate is one equitable arrangement which recognizes that the extent of this service is indeterminate at the outset of the project.

An architect, who is not engaged to provide general review services for both code and non-code related work, should advise their client that they are not in a position to prepare record drawings since they will not be aware of all changes during construction.

It is not unusual for clients to expect record drawings in electronic format and therefore it is prudent to determine whether the client requires the architect to generate the record set of drawings, how many copies will be required as well as the medium, prior to finalizing the Client/ Architect Contract rather than leaving it for discussion at the end of the project.

An Architect who is engaged for general review, should discuss with his/her client at the outset of the project whether or not the client will require record drawings, the format required, the extent of detail and degree of accuracy in specific areas if required and whether these will include:

- transference of information from the contractor's as-built drawings
- incorporation of known site variants not shown on as-built drawings
- incorporation of addenda into the originals
- incorporation of change orders into the originals
- incorporation of site instructions into the original

Some clients may need a greater degree of accuracy in some parts of the drawings than in others. As well, verification of specific portions of the work that was changed from the original drawings may be critical to some clients.

Ensure that appropriate statements are added to the drawings to avoid misunderstanding of the purpose and intent of the record drawings.

Establish whether as-builts to be prepared by contractor will be in hard copy or electronic format prior to bidding phases. If an electronic copy is requested it is important to define clearly what format that entails (e.g. PDF vs. AutoCad). Include the required as-built format, including required software, in the bid documents to avoid disputes in this regard at a later date.

It is recommended that architects remove their seal to help avoid the possibility that the drawings may be used as part of an application for a building permit without the architects knowledge and involvement.

It is important that the architect not represent that the record drawings are claiming to be the way that the building was in fact constructed. The following sample statement placed on the record drawing illustrates this principle:

"The issuance of this record drawing is a representation by the architect that the construction, enlargement or alteration of the building is in general, as opposed to precise, conformity with the design prepared and provided by the architect, but is not a representation that the construction, enlargement or alteration of the building is in conformity with a design that has been prepared or provided by others."

It is recommended that a clear statement be made prominently on the record drawing disclaiming accuracy and completeness of information transferred from the contractor's as-built drawings. The following statement is recommended for this use:

"The revisions to these contract documents, reflecting the significant changes in the Work made during construction, are based on data furnished by the contractor to the architect. The architect shall not be held responsible for the accuracy or completeness of the information provided by the contractor."

In some instances, the client may require the record drawings to incorporate all changes made via addenda and change orders. This can be extensive and prudence dictates that the client and architect should discuss and agree prior to execution of the contract whether or not this service will be required. Fees should be adjusted relative to the extent of service required.

Architects should explain to clients, and ensure that their contracts include, provisions in regard to client's use of record drawings, the copyright of the architect and the waiver in regard to the reliance on the contractor's as-built drawings.

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6
Phone: (416) 449-6898
Fax: (416) 449-5756
www.oaa.on.ca

Ontario General Contractors Association
703 – 6299 Airport Road
Mississauga, Ontario
L4V 1N3
Phone: (905) 671-3969
Fax: (905) 671-8212
www.ogca.ca

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
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Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 4.4

From: Thomas Yeung, Vice President & PRC Chair

Date: September 9, 2025

Subject: OAA Document Maintenance - Practice Tips Impacted by OBC 2024:
Updates to Practice Tip PT.36.3.

Objective: To provide overview of the updates to PT.36.3 OBC SB-12, Energy Efficiency for Housing – Prescriptive Compliance and obtain Council endorsement.

Background

The OAA's Practice Tips are accessed via the OAA website and, although written primarily for Architects and Licensed Technologists, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

In 2024, the Ministry of Municipal Affairs and Housing (MMAH) issued the 2024 edition of Ontario's Building Code which came into effect on January 1, 2025. This change in legislation resulted in the need to update/review multiple OAA resources including PT.03 OBC Code Matrices, PT.19 as well as others in the PT. 36.0 Series on Energy Efficiency.

Key Changes to the Practice Tip PT.36.3 (refer to Appendices 0, 1 and 2)

Practice Tip PT.36.3 was originally published in 2016 to provide members with an overview of OBC Supplementary Standard SB-12 Energy Efficiency for Housing, and in particular the prescriptive compliance paths. PT.36.3 was published as part of the [PT.36 Building Energy Performance Series](#) which also includes [PT.36.1 Every Architect Needs to Know About Energy Modeling](#) (being reviewed Fall 2025) & recently updated [PT.36.2 OBC SB-10 Energy Efficiency Requirements - Prescriptive Compliance](#).

In keeping with the role of the Practice Resource Committee (PRC), the members of the PRC were first involved back in the fall of 2024 in the review of the Practice Tip in consultation with the Practice Advisory Services Team. To assist the PRC in their initial



review of amendments to PT.36.3, the attached Summary document was provided to the committee along with the redlined document. See Appendix 0 which provides a high level summary of the changes as well as the process of review. Due to the nature of the topic, an Advisory Group was also involved as part of the maintenance project.

Overview of the Process and Input from Various Parties

The first draft was developed by starting with the current version of the Practice Tip, then adjusting it to reflect changes in organization and content (formatting changes, reviewing broken links, removing outdated resources, etc). PRC was consulted and indicated that input was needed from practitioners that work closely with energy codes.

It should be noted that the work on PT.36.3 followed the completion of the updates to [PT.36.2 SB-10 Energy Efficiency Requirements – Prescriptive Compliance](#) and [PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard](#) (refer to June Council Memos entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.36.2 and OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.19*)

Following input from PRC, the draft was further developed by a subject matter expert (SME). Then an Advisory Group of OAA members was formed to provide comments on the content of this draft, based on their project experience. The Advisory Group was also comprised of SMEs familiar with the application of SB-12 in practice. The group's experience was invaluable in finalizing the edits needed to the resource, which included consideration related to maintenance, formatting, etc.

SME was consulted on feedback received by Advisory Group. PRC has been kept apprised of the process/progress of the Advisory Group and the final draft version of the document was shared for final feedback at the September PRC meeting.

Next Steps - Communication Plan and Withdraw Previous Version

In tandem with the OAA's Communication team, staff from PAS will work on the following items to support the release of the updated resource following Council's review:

- Update to the OAA website, including edits to other associated resources such as [PT.00 Index to Practice Tips](#).
- Coordinate the change to the resource with other OAA Programs/ Service Areas (i.e. OAA Admission Course, CSA Access Program) – if required
- Communications to Members: The updated Practice Tip will be posted on the website, featured in an upcoming issue of the OAA's Practice Advisory Newsletter as well as social media.

Action

Council is asked to consider the following motion:

It was moved by Yeung and seconded by That Council to endorse the revised OAA Practice Tip PT.36.3 OBC SB-12 Energy Efficiency for Housing – Prescriptive Compliance as presented to Council on September 18, 2025.

Attachments

- Attachment 0: Executive Summary (Main Technical and Editorial Changes to PT.36.3)
- Attachment 1: REDLINE - PT.36.3 OBC SB-12, Energy Efficiency Requirements – Prescriptive Compliance (version 2.1)
- Attachment 2: CLEAN PT.36.3 OBC SB-12 Energy Efficiency for Housing – Prescriptive Compliance (New Title) (version 3.0)

Practice Tip PT.36.3 - OBC SB-12 Energy Efficiency for Housing – Prescriptive Compliance (Proposed Updated Title)

Executive Summary

Updated September 8, 2025

Background

- This Practice Tip was originally published in August 2016 to provide OAA members with an overview of OBC Supplementary Standard SB-12 Energy Efficiency for Housing and in particular the prescriptive compliance path.
- PT.36.3 was published as part of the PT.36 Building Energy Performance Series which also includes:
 - PT.36.1 Every Architect Needs to Know About Energy Modeling
 - PT.36.2 OBC SB-10 – Energy Efficiency Requirements, Prescriptive Compliance

Requirement to Update

- In light of the release of OBC 2024, this resource was identified as part of list of resources needing updates.
- PT.36.3 was updated in March 2017 to address the July 2016 update to SB-12 and re-issued for a minor logo update in 2020.

Overview of the Process and Input from Various Parties

- Practice Resource Committee (PRC) were requested to review the Practice Tip in Oct '24 and to provide comments (usefulness, suggestions for improvements, etc). Although PRC members agreed this resource is useful, minimal comments were received as most PRC members, at the time, had limited experience with Part 9 housing projects.
- The update to PT.36.3 was started following the completion of the updates to PT.36.2 SB-10 Energy Efficiency Requirements – Prescriptive Compliance and PT.19 ANSI/ASHRAE/IES 90.1–2013 – An Overview of the Energy Standard
- The update to this Practice Tip included the following volunteer efforts:
 - PAS enlisted the help of SME Stephen Pope to review and provide a first draft of proposed updates and edits.
 - PAS then assembled a project specific Advisory Group to review this draft for comments and further proposed edits. The group includes SMEs Eman Abdelsabour and Andy Thomson.
 - A final draft was prepared by SME Stephen Pope to address all applicable commentary provided by the Advisory Group.
- PRC were requested to review the last draft prepared by the SME at the PRC meeting held on Sep 4, 2025. Minor editorial comments were provided and incorporated into the final draft to be reviewed by Council.

Organization of PT.36.3 & Proposed Changes

- Minor revision to the title to align with the title of SB-12 in the OBC
 - Current: OBC SB-12 Energy Efficiency Requirements – Prescriptive Compliance
 - Proposed: OBC SB-12 Energy Efficiency for Housing – Prescriptive Compliance
- Updates to reflect 2024 OBC requirements.



- This included an extensive re-write/re-organization to this Practice Tip as the current version focuses on comparing the differences between the requirements before and after Jan 2017, and thus much of the information is outdated.
- Addition of contextual information to help describe the general intent of SB-12, in particular the use compliance packages
- Addition of information to point out key requirements/concepts
- Addition of information for best practices/suggested procedures
- Addition of information to help clarify some of the technical requirements
- Removal and updates to outdated references and resources
- Removal of list of Definitions, so as not to duplicate the information found in the referenced standards themselves
- Removal of list of Software (to avoid 'endorsement' of products)
- Removal of the term Architect, replaced by the term Certificate of Practice holder (to be inclusive to all OAA members)

Next Steps

- Final draft is to be presented to Council on Sep 18, 2025 for review and endorsement.
- Update membership Fall 2025.



OBC SB-12 Energy Efficiency Requirements for Housing – Prescriptive Compliance

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Summary

Ontario has some of the most progressive regulations in North America for energy conservation in housing. With every iteration of the Ontario Building Code (OBC) requirements related to energy performance have increased with the goal of reducing energy consumption and the emission of Green House Gases (GHG). These regulations are captured in OBC Part 12 and Supplementary Standard SB-12 Energy Efficiency for Housing. The requirements cover new housing and additions to existing housing within the scope of OBC Part 9. Non-residential buildings within the scope of Part 9 must meet the requirements of SB-10.

The energy efficiency for renovations to existing buildings must comply with the provisions of Parts 10 & 11.

Architects will naturally focus on the building envelope provisions of SB-12. However, mechanical and electrical energy efficiency requirements for housing are also covered in SB-12.

Prior to January 1st, 2017, Chapter 2 offers designers four compliance options for Housing: Prescriptive, Performance, Energy Star for New Homes v12.1, and the R-2000 (2012) Standard.

Similarly, after December 31st, 2016, Chapter 3 offers designers these four compliance options but the Energy Star Standard is upgraded to v12.6. All options are intended to reduce energy consumption by 15% below 2014 requirements.

With the release on July 7, 2016 of the anticipated revision to SB-12, designers may now use *effective RSI(R)* and *U-Values* for assemblies in Chapter 3 as an alternate to the *RSI(R)* and *U-Values* of the insulation alone. Other important changes include:

- Separate tables for metric and imperial values
- Number of prescriptive compliance packages doubled from 8 to 16 in Zone 1 and from 7 to 14 in Zone 2.
- Optional credits for documented air tightness.
- Inclusion of the R-2000 (2012) standard as an acceptable solution.

While this Practice Tip provides an overview of the prescriptive requirements of OBC SB-12, it is supplemental to it. Readers should review SB-12 in its entirety. If energy modelling is required refer to PT.36.1.

The 2024 Ontario Building Code's (OBC) Part 12, Resource Conservation and Environmental Integrity, requires buildings to be designed with a minimum level of energy performance. For residential buildings in the scope of OBC Part 9, detailed requirements are presented in Supplementary Standard SB-12, Energy Efficiency for Housing.

SB-12 provides a relatively straightforward path to compliance through pre-designed compliance packages. The resulting compliance process relies more on the adoption of "compliance packages" than on the development and coordination of the energy performance of individual building systems, as would be seen in

Part 3 designs demonstrating compliance to SB-10 using the National Energy Code of Canada for Buildings (NECB) or ASHRAE 90.1, Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings.

The compliance packages represent pre-modelled combinations of building systems that satisfy the building code requirement, while allowing adjustments reflecting variations in site conditions and budgets. Project location (climate zone), fuel type, and efficiency of heating systems are at the root of the requirements for the building enclosure, heat recovery for ventilation, and domestic water heating efficiency.

This Practice Tip focuses on demonstrating code compliance for energy efficiency using the prescriptive compliance approach, for building permit application.

SB-12 Organization Background

The following section provides an overview of the organization of OBC 2024's SB-12 and identifies some of the key clauses, with particular focus on the prescriptive compliance path.

Chapter 1 — General

- 1.1.1. Energy Efficiency Compliance
- 1.2.1. Application of Supplementary Standard SB-12
- 1.3.1. Definitions of Words and Phrases
- 1.3.2. Symbols and Other Abbreviations
- 1.4.1. Referenced Documents
- 1.4.2. Abbreviations.

Chapter 2 — Acceptable Solutions for Achieving Energy Efficiency Compliance before January 01, 2017

- 2.1.1. Prescriptive Compliance Packages
- 2.1.2. Performance Compliance
- 2.1.3. Other Acceptable Compliance Methods — Energy Star v12.1 and R-2000.

Chapter 3 — Acceptable Solutions for Achieving Energy Efficiency Compliance after December 31, 2016

- 3.1.1. Prescriptive Compliance Packages
- 3.1.2. Performance Compliance
- 3.1.3. Other Acceptable Compliance Methods — Energy Star v12.6 and R-2000.

SB-12 has been organized into three chapters.

Chapter 1 – General

Providing scope, application, terms, definitions and references, this relatively short chapter is limited to housing; the definitions, terms, and abbreviations are the same as those used in the OBC itself. Of note are the following requirements:

- **Sentence 1.1.1.1.(4)** requires that the energy efficiency of existing buildings comply with the requirements of OBC Part 10 with respect to changes of use and OBC Part 11 regarding renovations. Chapter 3, Subsection 3.1.1, Article 3.1.1.11 provides further guidance for additions to existing buildings.
- **Sentence 1.2.1.1.(1)** notes the scope of SB-12 as “...a building or part of a building of residential occupancy that is within the scope of Part 9...” This requirement is read to mean that buildings of non-residential occupancies within the scope of Part 9 are excluded from SB-12. Non-residential occupancies (e.g. small retail, offices) within Part 9 buildings must follow SB-10, not SB-12. Refer to Practice Tip 36.2 for an overview of the SB-10 prescriptive compliance path.

Chapter 2 - Reserved

This chapter formerly discussed energy efficiency requirements prior to January 1, 2017.

Chapter 3 – Acceptable Solutions for Energy Efficiency Compliance

This chapter provides the acceptable solutions for demonstrating code compliant energy performance. There are three paths with which to demonstrate compliance:

- prescriptive compliance packages (Subsection 3.1.1);
- performance compliance (Subsection 3.1.2); and
- other acceptable compliance methods (Subsection 3.1.3), specifically
 - NRCan's Energy Star for New Homes Standard v12.6, clause 3.1.3.1.(1)(a) and
 - NRCan's 2012 R-2000 Standard, clause 3.1.3.1.(1)(b).

Section 3.1 Methods for Achieving Energy Efficiency Compliance

3.1.1 Prescriptive Compliance Packages

Prescriptive compliance packages set a minimum standard. Certificate of practice (CoP) holders may exceed these requirements to align with client goals and project requirements.

Article 3.1.1.1 provides mandatory conditions to be used with each compliance package. Of special note are the following sentences:

- Sentence 3.1.1.1.(1) establishes the climate zones used with the compliance packages.
- Sentences 3.1.1.1.(7) to (9) set out the terms for window performance in each compliance package relative to fenestration-and-door to wall ratio (FDWR). Houses with FDWR greater than 22% must use the performance path following Subsection 3.1.2.
- Sentence 3.1.1.1.(14) requires rim joist areas be insulated to the same level as surrounding walls.
- Sentence 3.1.1.1.(16) requires each dwelling unit to have a heat recovery device on ventilation equipment (HRV). Sentence 3.1.1.1.(19) provides additional requirements for HRVs. The principal conditions of the requirements are also represented in the compliance package tables.
- Sentences 3.1.1.1.(17) and (18) provide the required conditions for houses designed to be heated by wood burning appliances, ground source heat pumps, and air or water source heat pumps that do not use electricity as the back-up heat source.
- Sentence 3.1.1.1.(22) requires the installation of drain water heat recovery devices where there is space (basements or crawl spaces below showers) to do so.

Article 3.1.1.2 provides the compliance tables for Zone 1, while Article 3.1.1.3 provides them for Zone 2.

Article 3.1.1.11 includes requirements for additions to existing buildings. It presents mandatory conditions or exemptions for additions in Sentences 1 through 3. Tables of compliance packages for both climate zones and all heating fuels in metric (SI) and imperial (IP) units are also presented based on that article.

3.1.2 Performance Compliance

Subsection 3.1.2 presents the modelling conditions for comparing a theoretical code-compliant reference building to the proposed building intended for construction.

- The comparison is based on annual energy consumption, with compliance demonstrated by the proposed building using less energy than the reference.
- The reference building applies one of the relevant compliance packages from the same location, using the same heating fuel and the same heating equipment efficiency as the proposed building.
- Table 3.1.2.1 presents the conditions for the models being compared.

3.1.3 Other Acceptable Compliance Methods

Subsection 3.1.3 accepts certification under the two listed programs as evidence of compliant designs. Full documentation from the referenced programs would be required.

Suggested Procedures for Prescriptive Compliance

For the prescriptive compliance path, an individual compliance package that best supports the client's goals should be selected. The project requirements and objectives therefore must first be confirmed with the client and reviewed with the project team to ensure alignment.

Following is an overview of the key steps and considerations required to select an appropriate compliance package and to prepare a permit application submission. To fully understand all requirements, SB-12 must be consulted in its entirety, as the information below is not exhaustive.

- ~~Determine the area of windows, glazing in doors, sidelights, sliding glass doors and skylights in your project and their percentage of the vertical envelope area (FDWR). This will determine which compliance paths are available to you. The prescriptive paths limit the area of windows, glazing in doors, sidelights, sliding glass doors and skylights to 17% (22% with improved glazing) FDWR. Above 22% FDWR energy modelling is required.~~
- ~~SB-12 assumes a high level of air tightness, 2.5 to 3 Air Changes per Hour (ACH). The selection of appropriate materials, attention to detail and careful review during construction are critical if the air barrier system is to achieve these targets. Chapter 3 offers reduced assembly insulation options where airtightness is verified by blower door testing.~~
- ~~The maximum permissible U-Values for windows are for the complete assembly. Frame losses, especially through metal frames, can significantly reduce the performance of the windows. Some manufacturers provide tables for determining the window assembly U-Value based on, frame type, Centre of Glass (CoG) values and window areas. The National Fenestration Rating Council (NFRC) standard ANSI/NFRC 100-2014 sets out the procedures for determining the overall U-Value of windows. Software such as Therm may also be used. ER ratings are acceptable. Use SB-12 Tables 2.1.1.8. and 3.1.1.8. for conversion of ER to U-Values.~~
- ~~Determine if any exceptions and adjustments for thermal bridging, glazing, log, post beam plank construction, Insulated Concrete Forms (ICF) and basement walls apply. If so adjust the design values and check for compliance.~~
- ~~OBOA has produced a convenience form for recording SB-12 compliance information which is acceptable to most municipalities.~~

Chapter 2 – Acceptable Solutions for Achieving Energy Efficiency Compliance before January 1, 2017

Chapter 2 is intended to reduce building energy consumption by 5% below previous OBC requirements.

- ~~Determine the type and efficiency of the space heating equipment.~~
- ~~Using the Annual Fuel Utilization Efficiency (AFUE), the energy source and the climate zone select the appropriate table from Article 2.1.1.2., 2.1.1.3. or Table 36.3A below.~~
- ~~Select a Compliance Package and the associated envelope component insulation RSI(R)-Values or thermal conductivity U-Values from the tables.~~
- ~~Space heating equipment minimum AFUE, Heat Recovery Ventilator (HRV) minimum efficiency, and domestic hot water minimum Energy Factor (EF) are provided for each Compliance Package.~~

Table 36.3A

Energy Source	Annual Fuel Utilization Efficiency (AFUE)					
	<78%		78% to 90%		≥90%	
	Zone 1	Zone 2	Zone 1	Zone 2	Zone 1	Zone 2
Natural Gas—Propane ¹	-	-	-	-	2.1.1.2.A	2.1.1.3.A
Solid Fuel	2.1.1.2.A	2.1.1.3.A	2.1.1.2.A	2.1.1.3.A	2.1.1.2.A	2.1.1.3.A
Oil	2.1.2. ²	2.1.2. ²	2.1.1.2.B	2.1.1.3.B	2.1.1.2.A	2.1.1.3.A
Ground Source	2.1.1.2.A	2.1.1.3.A	2.1.1.2.A	2.1.1.3.A	2.1.1.2.A	2.1.1.3.A
Solar: Wind or Photovoltaic	-	-	-	-	2.1.1.2.C	2.1.1.3.C
Solar Heating	2.1.2. ²	2.1.2. ²	2.1.1.2.B	2.1.1.3.(B)	2.1.1.2.A	2.1.1.3.A
Electricity from Grid ³	-	-	-	-	2.1.1.2.C	2.1.1.3.C

Notes on table:

- 1. AFUE of natural gas—propane furnaces is required to be ≥ 90%
- 1. 2.1.2. Performance Compliance requires energy modelling
- 2. Electric resistance heating is assumed to be 100% efficient.

Chapter 3—Acceptable Solutions for Achieving Energy Efficiency Compliance after December 31, 2016

The objective of Chapter 3 is to reduce energy consumption to 15% below 2014 requirements. The July 7, 2016 revision includes a number of important changes:

- Designers may now use *effective RSI(R)* Values for assemblies as an alternate to the *RSI(R)* Values of the insulation alone. The *effective RSI(R)* Values can be determined with software such as NRCan's EE4 and Hot 2000 or from "ANSI/ASHRAE/IES 90.1-2010 Energy Standard for Buildings except Low-Rise Residential Buildings" (ASHRAE 90.1) Appendix A.
- Separate tables for metric and imperial values.
- Number of prescriptive compliance packages doubled from 8 to 16 in Zone 1 and from 7 to 14 in Zone 2.
- Reduced thermal resistance permitted for Insulated Concrete Form (ICF) walls.
- Optional credits for documented air tightness.
- Drain Water Heat Recovery Units are required in all dwelling units with showers except where there are no storeys or crawl spaces below any of the showers in the dwelling unit.
- Inclusion of the R-2000 (2012) standard as an acceptable solution.

Chapter 3 is very similar to Chapter 2 and the same procedures should be followed.

- Determine the type and AFUE of the space heating equipment.
- Using the AFUE, the energy source and the climate zone select the appropriate table from Article 3.1.1.2., 3.1.1.3. or Table 36.3B below.

- ~~Select a Compliance Package and the associated envelope component nominal insulation RSI(R), thermal conductivity U-Values or assembly effective RSI-Values from the tables. ASHRAE 90.1 2010 Normative Appendix A provides useful tables for converting assembly component insulation thermal resistance RSI(R)-values to overall assembly thermal transmittance U-Values (effective U-Values) which take into account parallel path losses. EE4 from NRCan is a convenient and easy to use software for determining the effective RSI (R) and U-Values.~~
- ~~Note the space heating equipment minimum AFUE, Heat Recovery Ventilator (HRV) minimum efficiency and domestic hot water minimum Energy Factor (EF) provided for each Compliance Package. HRVs are required in all compliance packages.~~

Table 36.3B

Energy Source	Annual Fuel Utilization Efficiency (AFUE)					
	<84%		84% to 92%		≥92%	
	Zone 1	Zone 2	Zone 1	Zone 2	Zone 1	Zone 2
Natural Gas, Propane ¹			3.1.1.2.B	3.1.1.3.B	3.1.1.2.A	3.1.1.3.A
Oil	3.1.2. ²	3.1.2. ²	3.1.1.2.B	3.1.1.3.B	3.1.1.2.A	3.1.1.3.A
Wood Burning ³	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C
Earth Energy	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C
Air or Water Source Heat Pumps ⁴	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C	3.1.1.2.A, B or C	3.1.1.3.A, B or C
Wind or Photovoltaic	3.1.2. ²	3.1.2. ²	3.1.1.2.C	3.1.1.3.C	3.1.1.2.C	3.1.1.3.C
Solar heating	3.1.2. ²	3.1.2. ²	3.1.1.2.A	3.1.1.3.A	3.1.1.2.A	3.1.1.3.A
Electricity from Grid ⁵	-	-	-	-	3.1.1.2.C	3.1.1.3.C
Combined Space Heating and Domestic Hot Water ⁶	3.1.2. ²	3.1.2. ²	3.1.1.2.A, A4	3.1.1.3.A, A4 or A5	3.1.1.2.A, A4	3.1.1.3.A, A4 or A5

Notes on table:

1. ~~AFUE of natural gas—propane furnaces is required to be ≥ 90%~~
2. ~~3.1.2. Performance Compliance requires energy modelling.~~
3. ~~For wood burning appliances, earth energy systems and air or water source heat pumps the requirements for space heating equipment do not apply.~~
4. ~~Air or Water Source Heat Pump values apply to systems without electric resistance back-up heating.~~
5. ~~Electric resistance heating is assumed to be 100% efficient~~
6. ~~Combined Space Heating and Domestic Hot Water systems have specific efficiency requirements. Refer to OBC Vol 2, SB-12 3.1.1.2.(7) and 3.1.1.3.(7).~~

Considerations when Selecting an Appropriate Prescriptive Package (refer to Articles 3.1.1.2 and 3.1.1.3):

- Identify the climatic design region for the project.
 - Ontario Zone 1 includes locations where heating degree days below 18 °C are less than 5,000 (the full table of HDD values is listed in SB-1, Table 1.2).
 - Ontario Zone 2 includes locations where heating degree days below 18 °C are 5,000 or greater.
- Is space heating electric? If yes, select the appropriate table as noted in Article 3.1.1.2 or 3.1.1.3.
 - Note that electric space heating includes the use of air source heat pumps. Use of heat pumps allows a relaxation of the performance requirements for other building systems in both Zone 1 (Compliance Package C4) and Zone 2 (Compliance Package C2).
- Where space heating is not electric, identify the type and the annual fuel utilization efficiency (AFUE) of the proposed space heating equipment.
- Using the climate zone, the energy source, and the heating system AFUE, select the appropriate table from Article 3.1.1.2. or 3.1.1.3.
- Select an individual compliance package that best supports the project budget, schedule, and equipment availability. Note the performance values for roofs, walls above grade, walls below grade, slabs on grade, slab edge conditions, windows and sliding doors, HRVs, and domestic water heating efficiency. For prescriptive compliance, the proposed building component performance must equal or exceed all the element performance values in the compliance package.

Fenestration-and-Door to Wall Ratio

The most significant calculation required for an SB-12 submission is the documentation of the fenestration-and-door to wall ratio (FDWR). The result of this calculation may preclude a project from the prescriptive compliance path, or it may reduce the maximum U-value for windows or sliding glass doors required by an individual compliance package.

Per Sentence 3.1.1.1.(7), projects with a FDWR equal or less than 17% may use the requirements set out in the compliance packages. Projects with a FDWR greater than 17%, but less than or equal to 22% have the maximum allowable U-value for windows and sliding glass doors reduced in accordance with Sentence 3.1.1.1.(8).

Projects with a FDWR greater than 22% must use the performance path as stated in Sentence 3.1.1.1.(9).

The FDWR documentation process should be completed using the following steps:

1. **Calculate the gross wall area** using a vertical dimension from grade to the underside of the top-most ceiling, and plan dimensions taken to the exterior face of the building enclosure.
2. **Calculate the gross window and glass door area** by summing the rough opening areas of all windows, skylights, glazing in doors (including sidelights), and sliding glass doors.
3. **Divide the gross window and glass door area by the gross wall area** to determine the project's FDWR.

Opaque doors are not included in the FDWR calculation. They are governed by Article 3.1.1.10.

A one-storey sunroom or glazed porch addition to an existing building is addressed separately by Sentence 3.1.1.11.(3).

Special Provisions to Consider

ICF walls

- Where insulation concrete form (ICF) walls are being considered for a project, refer to Articles 3.1.1.2 (for Zone 1) and 3.1.1.3 (for Zone 2) as the ICF wall assemblies described in these articles are deemed to comply with the thermal values set out in certain compliance packages.
- Although these ICF assemblies are deemed to comply with the relevant compliance packages, some AHJs may request documentation to confirm compliance. This may include product literature, third-party thermal resistance testing, or other manufacturer-provided specifications.

Air tightness

- Where the project will conduct air tightness testing, relaxations in the requirements for the enclosure, HRV performance, and window performance are available as per Article 3.1.1.4.
- The requirements for air tightness testing are given in Sentence 3.1.1.4.(2).
- Performance thresholds are given in Table 3.1.1.4A.
- Performance relaxations are given in Tables 3.1.1.4B and 3.1.1.4C. One substitution per dwelling unit is available for items in Table 3.1.1.4B. Two substitutions per dwelling unit are available from Table 3.1.1.4C.
- Air tightness testing must follow a recognized standard methodology. Testing is typically conducted in accordance with either ASTM E779 or CGSB 149.10.

Preparing for a Building Permit Application: Assembling Documentation for SB-12

The benefit of the prescriptive path is its simplicity. All that is required for most of the building enclosure is a declaration of the design U-values, which is supported by the drawings and specifications. At the time of submission for a building permit, cut sheets for mechanical equipment may not be available. Drawings and specifications will need to describe the intended efficiencies for space heating systems, HRVs, and domestic hot water heating declared in the SB-12 submission.

While the Energy Efficiency Design Summary (EEDS) form is not prescribed under the OBC, it is widely accepted by the Ontario Building Officials Association (OBOA) and Authorities Having Jurisdiction (AHJs) as a convenient way to demonstrate compliance with SB-12. It has become standard practice with building permit application for CoP holders, similar to the OBC Matrix. CoP holders may complete the EEDS form if they have sufficient knowledge of SB-12 and its application to the proposed design.

Key technical highlights of SB-12

Definitions

~~*effective U-Value:* The *effective U-Value* is the overall thermal transmittance of a building envelope assembly is the rate in $W/(m^2 \cdot K)$ at which heat is transferred through all components of the assembly subject to a temperature difference and includes the interior and exterior air films.~~

~~*effective RSI(R)-Value* is the effective thermal resistance of an assembly. It is the inverse of *effective U-Value*.~~

~~*parallel path losses:* The overall thermal transmittance of an assembly with framing members and insulation of different thermal conductivity in the same plane. Insulation fills the cavities created by the framing. *Parallel path losses* take into account the thermal bridging of the framing members and can be significant. The *effective U-Value* of a steel stud wall with only mineral fibre insulation between the studs is approximately 60% higher than of the U-Value of the insulation alone.~~

References

Codes, Standards and Guides

1. ASHRAE 90.1 2010 (Imperial Edition)
2. MMAH, OBC Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity, Service Ontario Publications, January 1, 2014

3. ~~MMAH, OBC Volume 2 Supplementary Standard SB-1, *Climate and Seismic Data*, September 14, 2012~~
4. ~~MMAH, OBC Volume 2 Supplementary Standard SB-12, *Energy Efficiency for Housing*, Service Ontario Publications, July 7 2016. Minister's ruling MR-16-S-26,~~
5. ~~NFRC, ANSI/NFRC 100-2014, Procedure for Determining Fenestration Product U-factors,~~
6. ~~NRCan, EnerGuide Rating System Technical Procedures, Version 15.1, November 2015,~~
7. ~~NRCan, ENERGY STAR® for New Homes: Technical Specification—Ontario, January 1, 2011, revised September 2011,~~
8. ~~NRCan ENERGY STAR® for New Homes Standard—Version 12.6, April 22, 2015~~
9. ~~NRCan, R-2000 Standard (2012 Edition), Effective July 1, 2012.~~

Software

1. ~~Natural Resources Canada, HOT2000, v11.2~~
2. ~~Natural Resources Canada: EE4, Version 1.7, 2005,~~
3. ~~University of California, THERM, v 7.4.3, October 2015.~~

Other References

1. ~~OBOA, Energy Efficiency Design Summary (EEDS) Forms and FAQ's (Revised) Part 9 Residential, effective January 1, 2017~~
2. ~~All Practice Tips within the PT.36 Series.~~
 1. OBC Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity
 2. OBC Volume 2 Supplementary Standard SB-12 Energy Efficiency for Housing
 3. OBC Volume 2 Supplementary Standard SB-1 Climatic and Seismic Data
 4. OBC Volume 2 Supplementary Standard SB-10 Energy Efficiency Requirements
 5. Practice Tip PT.36 Building Energy Performance Series
 6. Ontario Building Officials Association (OBOA) - FAQs for EEDS Forms - Dec 6, 2016
 7. OBOA - EEDS Form: Prescriptive Method - 2017
 8. OBOA - EEDS Form: Performance & Other Acceptable Compliance Methods - 2017

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OBC SB-12

Energy Efficiency for Housing – Prescriptive Compliance

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Summary

The 2024 Ontario Building Code's (OBC) Part 12, Resource Conservation and Environmental Integrity, requires buildings to be designed with a minimum level of energy performance. For residential buildings in the scope of OBC Part 9, detailed requirements are presented in Supplementary Standard SB-12, Energy Efficiency for Housing.

SB-12 provides a relatively straightforward path to compliance through pre-designed compliance packages. The resulting compliance process relies more on the adoption of “compliance packages” than on the development and coordination of the energy performance of individual building systems, as would be seen in Part 3 designs demonstrating compliance to SB-10 using the National Energy Code of Canada for Buildings (NECB) or ASHRAE 90.1, Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings.

The compliance packages represent pre-modelled combinations of building systems that satisfy the building code requirement, while allowing adjustments reflecting variations in site conditions and budgets. Project location (climate zone), fuel type, and efficiency of heating systems are at the root of the requirements for the building enclosure, heat recovery for ventilation, and domestic water heating efficiency.

This Practice Tip focuses on demonstrating code compliance for energy efficiency using the prescriptive compliance approach, for building permit application.

Background

The following section provides an overview of the organization of OBC 2024's SB-12 and identifies some of the key clauses, with particular focus on the prescriptive compliance path.

SB-12 has been organized into three chapters.

Chapter 1 – General

Providing scope, application, terms, definitions and references, this relatively short chapter is limited to housing; the definitions, terms, and abbreviations are the same as those used in the OBC itself. Of note are the following requirements:

- **Sentence 1.1.1.1.(4)** requires that the energy efficiency of existing buildings comply with the requirements of OBC Part 10 with respect to changes of use and OBC Part 11 regarding renovations. Chapter 3, Subsection 3.1.1, Article 3.1.1.11 provides further guidance for additions to existing buildings.
- **Sentence 1.2.1.1.(1)** notes the scope of SB-12 as “...a *building* or part of a *building of residential occupancy* that is within the scope of Part 9...” This requirement is read to mean that buildings of non-residential occupancies within the scope of Part 9 are excluded from SB-12. Non-residential occupancies (e.g. small retail, offices) within Part 9 buildings must follow SB-10, not SB-12. Refer to Practice Tip PT. 36.2 for an overview of the SB-10 prescriptive compliance path.

Chapter 2 - Reserved

This chapter formerly discussed energy efficiency requirements prior to January 1, 2017.

Chapter 3 – Acceptable Solutions for Energy Efficiency Compliance

This chapter provides the acceptable solutions for demonstrating code compliant energy performance. There are three paths with which to demonstrate compliance:

- prescriptive compliance packages (Subsection 3.1.1);
- performance compliance (Subsection 3.1.2); and
- other acceptable compliance methods (Subsection 3.1.3), specifically
 - NRCan's Energy Star for New Homes Standard v12.6, clause 3.1.3.1.(1)(a) and
 - NRCan's 2012 R-2000 Standard, clause 3.1.3.1.(1)(b).

Section 3.1 Methods for Achieving Energy Efficiency Compliance

3.1.1 Prescriptive Compliance Packages

Prescriptive compliance packages set a minimum standard. Certificate of practice (CoP) holders may exceed these requirements to align with client goals and project requirements.

Article 3.1.1.1 provides mandatory conditions to be used with each compliance package. Of special note are the following sentences:

- **Sentence 3.1.1.1.(1)** establishes the climate zones used with the compliance packages.
- **Sentences 3.1.1.1.(7) to (9)** set out the terms for window performance in each compliance package relative to fenestration-and-door to wall ratio (FDWR). Houses with FDWR greater than 22% must use the performance path following Subsection 3.1.2.
- **Sentence 3.1.1.1.(14)** requires rim joist areas be insulated to the same level as surrounding walls.
- **Sentence 3.1.1.1.(16)** requires each dwelling unit to have a heat recovery device on ventilation equipment (HRV). Sentence 3.1.1.1.(19) provides additional requirements for HRVs. The principal conditions of the requirements are also represented in the compliance package tables.
- **Sentences 3.1.1.1.(17) and (18)** provide the required conditions for houses designed to be heated by wood burning appliances, ground source heat pumps, and air or water source heat pumps that do not use electricity as the back-up heat source.
- **Sentence 3.1.1.1.(22)** requires the installation of drain water heat recovery devices where there is space (basements or crawl spaces below showers) to do so.

Article 3.1.1.2 provides the compliance tables for Zone 1, while **Article 3.1.1.3** provides them for Zone 2.

Article 3.1.1.11 includes requirements for additions to existing buildings. It presents mandatory conditions or exemptions for additions in Sentences 1 through 3. Tables of compliance packages for both climate zones and all heating fuels in metric (SI) and imperial (IP) units are also presented based on that article.

3.1.2 Performance Compliance

Subsection 3.1.2 presents the modelling conditions for comparing a theoretical code-compliant reference building to the proposed building intended for construction.

- The comparison is based on annual energy consumption, with compliance demonstrated by the proposed building using less energy than the reference.
- The reference building applies one of the relevant compliance packages from the same location, using the same heating fuel and the same heating equipment efficiency as the proposed building.
- Table 3.1.2.1 presents the conditions for the models being compared.

3.1.3 Other Acceptable Compliance Methods

Subsection 3.1.3 accepts certification under the two listed programs as evidence of compliant designs. Full documentation from the referenced programs would be required.

Suggested Procedures for Prescriptive Compliance

For the prescriptive compliance path, an individual compliance package that best supports the client's goals should be selected. The project requirements and objectives therefore must first be confirmed with the client and reviewed with the project team to ensure alignment.

Following is an overview of the key steps and considerations required to select an appropriate compliance package and to prepare a permit application submission. To fully understand all requirements, SB-12 must be consulted in its entirety, as the information below is not exhaustive.

Considerations when Selecting an Appropriate Prescriptive Package (refer to Articles 3.1.1.2 and 3.1.1.3):

- Identify the climatic design region for the project.
 - Ontario Zone 1 includes locations where heating degree days below 18 °C are less than 5,000 (the full table of HDD values is listed in SB-1, Table 1.2).
 - Ontario Zone 2 includes locations where heating degree days below 18 °C are 5,000 or greater.
- Is space heating electric? If yes, select the appropriate table as noted in Article 3.1.1.2 or 3.1.1.3.
 - Note that electric space heating includes the use of air source heat pumps. Use of heat pumps allows a relaxation of the performance requirements for other building systems in both Zone 1 (Compliance Package C4) and Zone 2 (Compliance Package C2).
- Where space heating is not electric, identify the type and the annual fuel utilization efficiency (AFUE) of the proposed space heating equipment.
- Using the climate zone, the energy source, and the heating system AFUE, select the appropriate table from Article 3.1.1.2. or 3.1.1.3.
- Select an individual compliance package that best supports the project budget, schedule, and equipment availability. Note the performance values for roofs, walls above grade, walls below grade, slabs on grade, slab edge conditions, windows and sliding doors, HRVs, and domestic water heating efficiency. For prescriptive compliance, the proposed building component performance must equal or exceed all the element performance values in the compliance package.

Fenestration-and-Door to Wall Ratio (FDWR)

The most significant calculation required for an SB-12 submission is the documentation of the fenestration-and-door to wall ratio (FDWR). The result of this calculation may preclude a project from the prescriptive compliance path, or it may reduce the maximum U-value for windows or sliding glass doors required by an individual compliance package.

Per Sentence 3.1.1.1.(7), projects with a FDWR equal or less than 17% may use the requirements set out in the compliance packages. Projects with a FDWR greater than 17%, but less than or equal to 22% have the maximum allowable U-value for windows and sliding glass doors reduced in accordance with Sentence 3.1.1.1.(8).

Projects with a FDWR greater than 22% must use the performance path as stated in Sentence 3.1.1.1.(9).

The FDWR documentation process should be completed using the following steps:

1. **Calculate the gross wall area** using a vertical dimension from grade to the underside of the top-most ceiling, and plan dimensions taken to the exterior face of the building enclosure.
2. **Calculate the gross window and glass door area** by summing the rough opening areas of all windows, skylights, glazing in doors (including sidelights), and sliding glass doors.
3. **Divide the gross window and glass door area by the gross wall area** to determine the project's FDWR.

Opaque doors are not included in the FDWR calculation. They are governed by Article 3.1.1.10.

A one-storey sunroom or glazed porch addition to an existing building is addressed separately by Sentence 3.1.1.11.(3).

Special Provisions to Consider

Insulation Concrete Forms (ICF) Walls

- Where insulation concrete form (ICF) walls are being considered for a project, refer to Articles 3.1.1.2 (for Zone 1) and 3.1.1.3 (for Zone 2) as the ICF wall assemblies described in these articles are deemed to comply with the thermal values set out in certain compliance packages.
- Although these ICF assemblies are deemed to comply with the relevant compliance packages, some AHJs may request documentation to confirm compliance. This may include product literature, third-party thermal resistance testing, or other manufacturer-provided specifications.

Air Tightness Testing

- Where the project will conduct air tightness testing, relaxations in the requirements for the enclosure, HRV performance, and window performance are available as per Article 3.1.1.4.
- The requirements for air tightness testing are given in Sentence 3.1.1.4.(2).
- Performance thresholds are given in Table 3.1.1.4A.
- Performance relaxations are given in Tables 3.1.1.4B and 3.1.1.4C. One substitution per dwelling unit is available for items in Table 3.1.1.4B. Two substitutions per dwelling unit are available from Table 3.1.1.4C.
- Air tightness testing must follow a recognized standard methodology. Testing is typically conducted in accordance with either ASTM E779 or CGSB 149.10.

Preparing for a Building Permit Application: Assembling Documentation for SB-12

The benefit of the prescriptive path is its simplicity. All that is required for most of the building enclosure is a declaration of the design U-values, which is supported by the drawings and specifications. At the time of submission for a building permit, cut sheets for mechanical equipment may not be available. Drawings and specifications will need to describe the intended efficiencies for space heating systems, HRVs, and domestic hot water heating declared in the SB-12 submission.

While the Energy Efficiency Design Summary (EEDS) form is not prescribed under the OBC, it is widely accepted by the Ontario Building Officials Association (OBOA) and Authorities Having Jurisdiction (AHJs) as a convenient way to demonstrate compliance with SB-12. It has become standard practice with building permit application for CoP holders, similar to the OBC Matrix. CoP holders may complete the EEDS form if they have sufficient knowledge of SB-12 and its application to the proposed design.

References

1. OBC Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity
2. OBC Volume 2 Supplementary Standard SB-12 Energy Efficiency for Housing
3. OBC Volume 2 Supplementary Standard SB-1 Climatic and Seismic Data
4. OBC Volume 2 Supplementary Standard SB-10 Energy Efficiency Requirements
5. Practice Tip PT.36 Building Energy Performance Series
6. [Ontario Building Officials Association \(OBOA\) - FAQs for EEDS Forms - Dec 6, 2016](#)
7. [OBOA - EEDS Form: Prescriptive Method - 2017](#)
8. [OBOA - EEDS Form: Performance & Other Acceptable Compliance Methods - 2017](#)

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DRAFT

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 4.5

From: Kristi Doyle, Executive Director
Kathy Armbrust, Chief Operating Officer

Date: July 28, 2025

Subject: AI Policy for users of OAA technology

Objective: Council to approve the OAA AI Usage Policy

As part of the Governance Committee's Work plan to have an ongoing response to AI, the attached draft policy was created to provide guidance to people who use OAA technology on how to use Open/Unlicensed AI in an ethical and responsible manner. The policy was reviewed by the Governance Committee, SML legal counsel, OAA staff, including the IT Manager, as well as a variety of external IT experts.

Action

It was moved by... and seconded by... that Council approve the AI Usage Policy.

Attachments

Draft OAA AI Usage Policy





OAA Policy

Policy Name	OAA Unlicensed AI Usage
Issue Date	June 19, 2025
Revision Dates	N/A

Purpose

This policy establishes guidelines for the responsible and ethical use of Unlicensed AI tools by OAA IT users. The intent is to ensure expectations regarding the use of AI by OAA users are clear while continuing to support users in maximizing efficiency, productivity and innovation in the operation and administration of the work that users carry out while adhering to legislation and professional ethics as well as maintaining the integrity of the Association as a regulator.

Scope

This policy applies to all OAA IT users, including Council, Committee members, Volunteers, and Staff, regarding the use of Unlicensed AI tools for work-related purposes. These tools include but are not limited to ChatGPT, Claude, Bard/Gemini, GitHub, Copilot, Canva AI, DALL·E, Whisper, Codex, Embeddings, Trello, Taskable, Jira, Monday.com AI and Unlicensed AI API integrations and Notion AI. It does **not** apply to tools that perform standard automation or analytics without generative capabilities or use of LLM (Large Language Models). For example, software such as Microsoft Excel, SharePoint, Adobe Acrobat, Outlook rules, and CRM systems like iMIS and Dynamics are not subject to this policy unless they integrate generative AI features. Use of those tools continues to be governed by other existing IT or data policies.

Acceptable Use

OAA users may use Unlicensed AI tools as follows:

- Support research, policy development, and regulatory reviews related to architecture and practice standards.
- Increase efficiency in administrative and operational tasks (e.g., drafting communications, summarizing reports, automating documentation, creating images).
- Assist with technical writing, content creation, and stakeholder communications.
- Brainstorm and develop ideas for, but not limited to, continuing education programs, events, and member engagement initiatives.
- Facilitate data analysis and assist in resolving internal or strategic challenges.

Prohibited Use

The following uses are strictly prohibited:

- Inputting or sharing confidential, sensitive, or personally identifiable information (e.g., licensee/member data, internal strategy documents, legal records).
- Using AI-generated content without proper human review, especially in regulatory documents, architectural guidelines, or policy frameworks.
- Creating or disseminating misleading, biased, or unethical content that could damage the OAA's credibility or the integrity of the architectural profession.
- Utilizing Unlicensed AI tools to spread misinformation or create and/or use content that could be considered discriminatory or harassing. Examples include using Unlicensed AI to determine what an ideal candidate looks like or using Unlicensed AI to provide information without fact-checking.
- Presenting AI-generated content as solely human-authored without appropriate disclosure when necessary.
- AI scribes must not be used to record Council or Committee meetings. AI scribes should not be used when discussing any confidential information, including personal information pertaining to any individual.

Data Privacy & Security

- Users must not input information that is protected by provincial and federal privacy laws, which includes individual member or staff names/data/files.
- Users must not input proprietary or confidential information into Unlicensed AI tools. This includes information that is set out as confidential under the *Architects Act* and Regulation 27.
- All AI-generated content must undergo human validation for factual accuracy, compliance, and alignment with the OAA's mission and mandate.
- Users are expected to follow OAA's data protection protocols and comply with all relevant Ontario and Canadian legislation, including but not limited to PIPEDA and the Ontario Human Rights Code.

Transparency & Professional Responsibility

- AI contributions must be acknowledged in externally distributed materials or publications where relevant.
- When AI-generated insights inform regulatory or policy documents, users must ensure alignment with the OAA's mandate, values, policies, and procedures as well as all pertinent legislation.
- It is essential that all material produced with the assistance of AI is thoroughly reviewed and verified by the OAA IT User before use. This includes checking for factual accuracy, ensuring the tone and language are appropriate for the intended audience, confirming alignment with OAA policies and professional standards, identifying any potential bias or misleading information, and making necessary edits to improve clarity and coherence. Importantly, the individual using or publishing the material remains fully accountable for its content and any errors or misrepresentations it may contain — not the AI.



Compliance & Enforcement

- Any violation of this policy may lead to disciplinary measures, including restricted access to AI tools, training, formal reprimands, or further review by OAA leadership.
- Misuse or ethical concerns regarding AI-generated content should be reported to the Chief Operating Officer, and/or Executive Director.

Policy Review & Updates

This policy will be reviewed annually to reflect technological advancements, evolving AI regulations, and the operational needs of the OAA. IT Users will be informed of significant changes or revisions.

Questions

Any questions or concerns relating to this policy can be directed to the Chief Operating Officer at KathyA@oaa.on.ca.



Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING

September 18, 2025

(open)

ITEM: 4.6

From: Registrar, Christie Mills

Date: August 27, 2025

Subject: Council Exemption Request Submissions

Objective: Council Review and Approval of Draft Exemption Requests Submission Guidelines.

To establish a consistent and efficient process for exemption requests to Council under Section 33 of the regulations, attached is a draft proposal for Submission Guidelines. The draft has been reviewed by OAA legal counsel Rebecca Durcan of SML.

To further support procedural efficiency, staff have developed exemption request intake forms designed to guide applicants through the process while clarifying the intent and context of their request. These draft forms are appended to this memo; however, they require additional graphic development and will be refined in consultation with OAA Communications.

In parallel, the Statutory Framework for Exemption Requests document has been updated for housekeeping purposes and to include references to limited licences. It is proposed that this document be appended to the Submission Guidelines to provide applicants with a clearer understanding of the context in which Council makes its determinations, thereby enhancing transparency.

Lastly, it is proposed that the existing Council Policy – Exemption Requests issued January 11, 1996, be sunset. The new draft Council Policy regarding exemption request submissions supersedes the existing. All existing content is contained in the new policy and/or supporting documents.

If approved, staff will update all related procedural documents as necessary. The Guidelines will be implemented shortly thereafter, following completion of any internal housekeeping.



Action

It was moved by... and seconded by...that Council approve the Council Policy - Submission Guidelines for Exemption Request to Council as well as the updates Statutory Framework document.

It was moved by... and seconded by...that Council approve the sunseting of the existing Council Policy – Exemption Requests issue date January 11, 1996.

Attachments

- Appendix 1: Draft Exemption Requests Submission Guidelines
- Appendix 2: Draft updated Statutory Framework for Exemption Requests
- Appendix 3: Draft Intake forms for exemption requests.
- Appendix 4: Existing Council Policy – Exemption Requests

Council Policy

Policy Name	Exemption Requests to Council – Submission Guidelines
	Appendix A: Statutory Framework – Exemption Requests to Council
Issue Date	September 19, 2025
Revision Dates	N/A

Purpose

The purpose of this policy is to establish clear, consistent guidance on the types and volume of documents that may be submitted by applicants seeking an exemption under Sections 13 or 13.1 of the *Architects Act* (the Act) or Section 33 of Regulation 27 (the regulations). This policy is intended to avoid duplication of materials already reviewed by statutory committees such as the Experience Requirements Committee (ERC) and promote administrative efficiency in decision-making. The suggested limits set out in this policy are intended to assist applicants in presenting a focused and well-organized submission, encouraging them to highlight the most relevant and compelling information. This approach helps ensure OAA Council receives clear, concise submissions that directly support their decision-making process.

Rationale

This policy establishes a framework to guide applicants on the type and scope of documentation that may be most useful to support their request, with the goal of promoting fairness and clarity in the process. It is intended to support all applicants—regardless of their access to professional resources—by encouraging a focused approach to submissions and avoiding the inclusion of excessive or extraneous material that may dilute the relevance of the core information.

One of the objectives of this guidance is to support efficiency and focus. Council's role is to determine whether an exemption is appropriate in the public interest, as authorized by legislation. To perform this function effectively, it is important Council is provided with concise, relevant, and non-redundant information. This framework is intended to help applicants tailor their submissions accordingly and to support consistent and streamlined decision-making.

For exemption requests related to experience, the Council places significant weight on the recommendation of the Experience Requirements Committee (ERC), which has the expertise and tools to assess the quality, scope, and sufficiency of architectural experience. The ERC conducts these assessments using standardized evaluation templates, structured interviews, and trained assessors to ensure fair, consistent, and well-documented evaluations across all applicants.

While the ERC's recommendation is a key input into the process and provides an objective, competency-based foundation, the final authority to grant or deny an exemption rests solely with OAA Council. It considers the ERC's recommendation and the applicant's submissions alongside its own statutory mandate and public interest obligations, ensuring decisions are well-informed, appropriately balanced, and aligned with the regulatory framework.

Scope

This policy applies to all individuals submitting an exemption request to Council under the *Architects Act* and its regulations. It encompasses both academic or examination-based exemptions and those related to experience, along with any supporting documentation. Applicants are encouraged to review the *Statutory Framework for Exemption Requests to Council* to understand the principles and considerations that guide Council's decision-making. This document provides important context for how exemption requests are assessed and decided.

General Document Guidelines (All Submissions)

Applicants may submit the following in support of their exemption request:

- written submission to Council as outlined in the exemption request procedures (maximum three pages);
- current curriculum vitae (maximum two pages);
- up to four letters of support or endorsement from a current/former supervisor or professional reference (maximum two pages each).

Academic or Examination Exemption Requests

Applicants seeking an exemption from the academic requirements must provide:

- for licence applicants, a letter from the Canadian Architectural Certification Board (CACB) confirming the academic qualifications cannot be certified under its current processes; and
- concise written rationale (maximum two pages) explaining why the applicant believes their academic background constitutes an acceptable alternative to the academic requirements under the *Architects Act*.

Applicants seeking an exemption from the examination requirements may submit a concise written rationale (maximum two pages) that either:

- explains why the applicant believes their examination background constitutes an acceptable alternative to the examination requirements under the *Architects Act*; or
- describes how their knowledge, skills, and experience are equivalent to what is assessed through the prescribed examinations.

Applicants are not required to resubmit documentation that has already been reviewed by the CACB or examination authorities as part of their standard assessment processes. No additional academic materials—such as course outlines, institutional brochures, or copies of diplomas—need be submitted unless requested by Council.

Experience-Based Exemption Requests

Experience-based requests are first reviewed by the ERC in advance of being considered and decided upon by Council. The Committee has specific processes, tools, and expertise to evaluate professional experience. It does not exercise its statutory powers under 13(3)(b) or 13.1(3) of the Act but rather provides a recommendation to Council for its consideration. This recommendation is shared with the applicant in advance of its submission to Council, providing the applicant an opportunity to respond or submit additional context. Suggested documentation includes:

- bulleted summary (maximum three pages) outlining key project experience or applicant's roles;
- recommendation from the ERC; and
- applicant response to ERC recommendation (maximum two pages).



Applicants should not submit to Council:

- full project portfolios;
- drawings or specifications;
- detailed project reports;
- employer performance appraisals; or
- photos, diagrams, or ancillary project materials.

OAA Council may decline to consider documentation that exceeds the suggested limits outlined above. Exceptions may be granted with prior written approval from the Executive Committee, as communicated by the Registrar. Applicants are encouraged to be concise and focused in their submissions, highlighting the most relevant information to support their request. Submitting excessive or unfocused material may detract from the strength of the application and, more importantly, Council may limit its review to what falls within the established framework to ensure a fair and consistent decision-making process.





Statutory Framework

Procedure Reference **Exemption Requests to Council**

The following material outlines the statutory framework within which an exemption request to Council is considered.

The principal object of the Ontario Association of Architects (~~the~~ OAA) is to regulate the practice of architecture and to govern its members in order that the public interest may be served and protected. Among its core mandates is the requirement to establish, maintain, and develop standards of qualification for the practice of architecture. Standards of qualifications are administered through ~~a rigorous~~ licensing processes that ~~are~~ applied consistently and in accordance with the *Architects Act*, ~~R.S.O. 1990, c. A.26~~ (the Act) and ~~R.R.O. 1990, Regulation~~ 27: ~~General~~ GENERAL (the rRegulations). Section 13(1)¹ of the Act establishes the requirements for licence and section 13.1² the requirements for limited licence, which include academic and experience requirements, examinations and Council-approved courses of study.

Sections 31³ and 32⁴ of the rRegulations enumerates ~~further~~ the specifics ~~of the~~ academic, examination, and experience requirements ~~for, respectively, -licence -~~ Section 32 of the regulations enumerates the specific academic, examination and experience requirements for and limited licence. However, upon application ~~for licence~~, requests for exemption from some of the legislated requirements may be considered by OAA Council as set out in Section 33 of the rRegulations:

33. The Council may, where it is of the opinion that the applicant's qualifications, knowledge and experience so merit, grant an exemption from all or part of the academic and experience requirements set out in this Regulation.

OAA Council shall respond to all ~~formal and~~ complete requests for exemption to the academic, examination, and/or experience requirements for licence or limited licence. The powers and jurisdiction of Council must be exercised within the principles set out in the Act and rRegulations. Exemption requests are not an avenue to bypass the academic, examination, and experience requirements that have been set by the rRegulations or to provide a right of review or appeal from the decisions of either the Canadian Architectural Certification Board (CACB) or Experience Requirements Committee (ERC).

The purpose of Section 13(1)(d) and (e) of the Act and Section 33 of the rRegulations is to provide a procedure for an applicant who can demonstrate circumstances their qualifications, knowledge, or experience merit exemption.

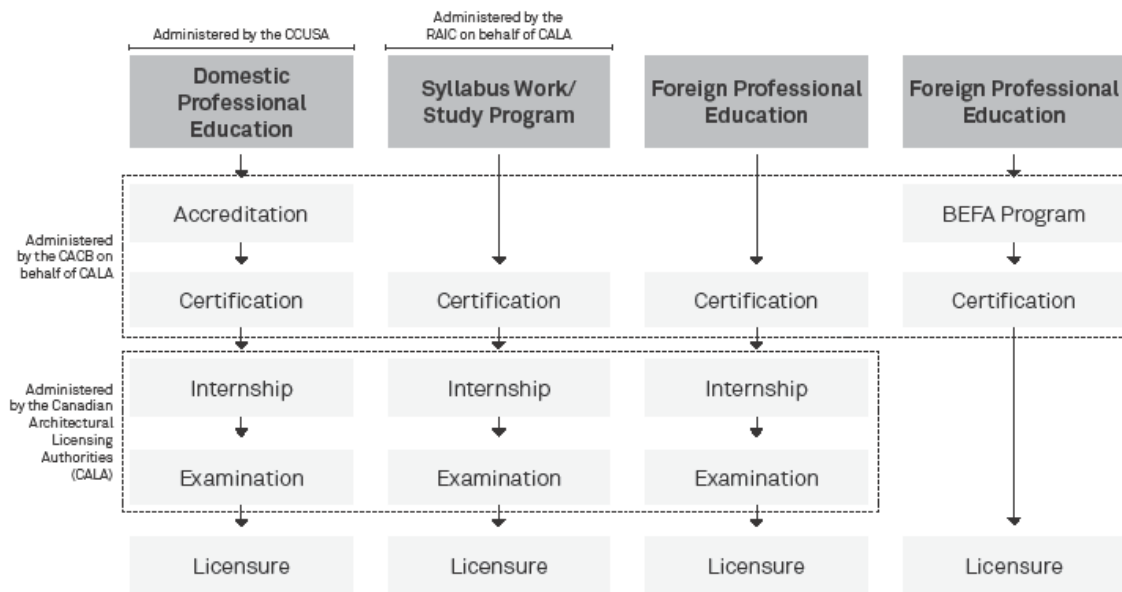
Background - Licence

Provincial and territorial legislation has given each professional regulatory body both the authority and the responsibility to establish standards of admission and competence for applicants seeking to become licensed to practise architecture in their respective jurisdictions.

Regulatory Organizations of Architecture in Canada (ROAC, ~~formally~~ CALA) have worked collectively to develop and

adopt nationally recognized standards of competence. These standards are embodied in the [Canadian Standard of Competency for Architects](#), which establishes consistent criteria that **licence** candidates must meet regardless of their chosen path to licensure. Such standards facilitate reciprocal registration/licensing across Canada under a reciprocity agreement entered ~~into~~ by ROAC jurisdictions.

Within Canada, the required professional competence is normally obtained and demonstrated through a combination of formal education, supervised experience, and professional examinations. The regulators have collectively agreed to endorse a variety of pathways to **licencesure** in order to allow broad yet comprehensive and robust access to the profession for candidates from diverse circumstances. These include options for domestic and ~~foreign-international applicants, and applicants and~~ are included in the licensure diagram below.



Qualifications

For the purposes of assessing the merits of an exemption request, Council will need to consider the objective of each legislated **licence or limited licence** requirement and appreciate how it serves to advance the core function of the OAA – namely, how to protect the public through the establishment, maintaining, and development of standards of qualification for the practice of architecture.

Council will need to consider if applications for exemption illustrate how the **licence or limited licence** requirements have been met by alternative means and/or the applicant's qualifications, knowledge, or experience merit exemption.

Academic Qualifications: **– Licence**

University professional degree programs in architecture may last from five to seven years and provide training ~~which that~~ includes critical analysis and integration of knowledge. Canadian programs are currently offered at both the pre-professional level (e.g. BAS, BES) and the professional level (M.Arch.); however, the professional degree is granted only at the master's level. Find out which universities offer accredited programs by visiting the CACB's [website](#).

All applicants must hold certification of their academic qualifications from [CACB the Canadian Architectural Certification Board \(CACB\)](#), or demonstrate to ~~the Council's satisfaction of Council~~ that acquisition of such a certificate has not been possible, by providing documented evidence of the CACB rejection and the grounds for that rejection. Further, they must



demonstrate, to the satisfaction of Council, that their qualifications, knowledge, and experience merit an exemption from this education requirement.

By virtue of [By-Law Number 1](#), the OAA, through agreement with other Canadian architectural regulators, constituted the CACB for the purpose of, among other things, certifying the educational qualifications of candidates seeking licensure to practise architecture in a Canadian jurisdiction.

The ROAC jurisdictions have established common education standards as detailed in the [CACB Canadian Architectural Certification Board \(CACB\) Conditions and Terms for Accreditation](#) for professional degree programs in architecture and in the Conditions and Procedures for the Certification of Educational Qualifications ([Canadian Education Standard](#)). The accreditation of professional programs in architecture and the certification of education qualifications of architecture graduates are conducted under the auspices of the CACB in accordance with the standards set by the ROAC jurisdictions.

~~The CACB's mandate to assess academic certification is applied through a process which has been reviewed and approved by the Office of the Fairness Commission of Ontario (OFC), having regard to the four principles of transparency, objectivity, impartiality, and fairness.~~

The CACB applies the Canadian Education Standard, which has been chosen to ~~ensure that~~ the assessments are equitable in each case, while accommodating the varied backgrounds and circumstances of the applicants. This results in standards for each category of applicant that are equivalent but not identical.

When considering whether an applicant's qualifications, knowledge, and experience merit an exemption from this education requirement, Council should be mindful of the CACB assessment criteria.

Curriculum Standards

The CACB evaluation accommodates recognized types of professional degree programs, the most common being:

1. Bachelor of Architecture Program, requiring a minimum of five years of study (or [four](#) years following CEGEP in Quebec); or
2. Master of Architecture Program, requiring a minimum of three years of study following an unrelated bachelor's degree, or two years following a four-year, related pre-professional degree.

The CACB degree equivalent requires 160 semester hours of academic credit, grouped into six subject areas:

- General Education and Electives;
- History and Human Behavior;
- Environment;
- Design and Graphic Communication;
- Technical Systems; [and](#)
- Knowledge of the Profession, (which also includes the legal and administrative context of architectural practice).

If the degree or diploma is determined to meet the CACB equivalent degree in length and general content, the academic record is evaluated against the Performance Standards. This two-part assessment is the basis for the Assessment Committee's recommendation. The Performance Standards are consistent with, but not identical to, the Student Performance Criteria found in the CACB's Conditions and Procedures for Accreditation, which are used in the evaluation of university professional programs in architecture.

Performance Standards

The applicant must demonstrate ~~that~~ they possess the knowledge and skills defined by the Performance Standards. These knowledge and skills are the minimum for meeting the demands of an internship leading to registration for practise. For academic certification, the CACB Assessment Committee will assess the performance standards ~~on the basis~~



~~ef~~based on transcripts and detailed course descriptions. The performance standards encompass two levels of accomplishment:

- “Understanding” means the assimilation and comprehension of information without necessarily being able to see its full implication; ~~and-~~
- “Ability” means the skill in using specific information to accomplish a task, in correctly selecting the appropriate information, and in applying it to the solution of a specific problem.

The CACB will review the applicant’s submission, including the program description and detailed course outlines, to determine if the applicant has met the CACB standards

An alternative way to gain CACB certification in Canada is through the “apprenticeship” [Syllabus Program](#) offered by the Royal Architectural Institute of Canada (RAIC). -The RAIC offers an alternative through a direct, self-paced program of academic studies, design studios, and practical experience leading to the RAIC Professional Diploma in Architecture, ~~which~~ ~~—is~~ accepted by the CACB as having achieved the performance standards required for certification of their education.

The exemption process in the *Architects Act* is not an alternative pathway to licensure. The standards of educational qualifications have been developed over several decades. -The OAA has delegated the administration of the educational assessment process to the CACB, which is aligned with all other Canadian architecture licensing bodies.

In light of the nuance, rigour, and complexity of the current framework for assessing whether an applicant has met the minimum educational requirements, strong deference ought to be given to the CACB’s framework. Any decision which departs from the CACB’s framework may result in the unintended consequence of eroding a consistent, fair, transparent and objective standard for assessing education requirements. Any lowering of the academic standards for entry to practice may also undermine the public’s confidence in the regulation of the architectural profession.

Academic Qualifications:— Limited Licence

Academic qualifications form a foundational component of the pathway for individuals seeking a limited licence as a Licensed Technologist. This class of limited licence enables qualified individuals to practise architecture within a defined, limited scope of work that reflects their academic training and experience. The academic requirement ensures ~~that~~ applicants possess the necessary body of knowledge to perform architectural services safely and competently within that scope.

The OAA recognizes specific programs, such as an Ontario College Advanced Diploma in Architectural Technology, as providing the technical knowledge, applied theory, and fundamentals required for limited practice. Colleges offering the three-year Advanced Diploma in Architectural Technology in Ontario are responsible for ensuring their programs fully comply with the requirements set out in the *Ontario College Program Standard: Architectural Technology (MTCU Code 60600)*, published by the Ministry of Colleges and Universities. This document outlines the mandatory learning outcomes, essential skills, and general education components that must be integrated into the curriculum. Colleges must ensure that students develop core competencies such as technical drafting, building science, code compliance, project documentation, and sustainable design practices.

Requiring a recognized academic qualification ensures consistency, credibility, and public trust in the limited licence class. Academic qualifications serve both as a quality assurance mechanism and a baseline indicator of readiness, complementing the practical experience and competency verification components of limited licence.

Although academic qualifications are essential to ensuring ~~that~~ applicants for a limited licence possess the foundational knowledge for competent and safe practice, there may be cases where Council could consider an exemption from this requirement. Such exemptions must be evidence-based, and consistent with the OAA’s mandate to protect the public interest while ensuring fairness and transparency in registration practices.

Council may consider an exemption where the applicant can demonstrate that they possess equivalent academic



knowledge gained through alternative educational pathways. For instance, an individual who holds alternative credentials in architectural technology may be able to present a compelling case ~~that~~ they meet the academic expectations associated with the limited licence scope.

Importantly, the onus lies with the applicant to provide clear, verifiable documentation that their education satisfies the intent and learning outcomes of the prescribed academic requirement. Any exemption must preserve the integrity of the limited licence class and uphold public protection by ensuring ~~that~~ the applicant is fully competent to practise within the authorized scope of the limited licence.

Examination

All licence applicants must complete the current [Examination for Architects in Canada \(ExAC\)](#) or the [Architect Registration Examination](#) administered by National Council of Architectural Registration Board, or demonstrate to the satisfaction of Council that there are circumstances making this impossible, unreasonable, or unnecessary. Further, applicants for exemption must demonstrate, to the satisfaction of Council, that their qualifications, knowledge, and experience merit an exemption from the examination requirement.

The ExAC is an examination for admission that is recognized by all the professional bodies that oversee the architectural profession in the Canadian provinces and territories. Successful completion of the ExAC is one of the requirements that ensure the competence of architects.

The licensing examinations prescribed in the [Regulations at Section 31\(4\)](#) are designed to assess whether a given candidate for licensure demonstrates the minimum level of competence required of an entry-level [Architect](#), ~~to ensure~~ [both public safety and the professional and skilled delivery of architectural services.](#) A competency is defined as a “knowledge, skill, ability, attitude, or judgment required for entry-level practice.” The licensing examinations focus on those competencies that have the most direct impact on the protection of the public and on effective and ethical practice.

The priority of the Regulatory Organizations of Architecture in Canada was to create an examination, in English and French, ~~which that~~ meets international standards for the development, administration, scoring, and reporting of licensing examinations. Development and validation teams of architects from ROAC, guided by the test consultants, developed the [ExAC General and Specific Objectives](#) as well as the table of specifications, and wrote the items following strict metrological properties. ROAC’s goals include the optimization of the quality and fairness of every aspect of the ExAC. The Committee for the ExAC, with a mandate to oversee the management of the examination, is composed of representatives from the profession from all regions of Canada who are members of the ExAC Agreement Protocol.

To be eligible to register for the ExAC, an applicant must hold Intern Architect status with one of the Regulatory Organizations of Architecture in Canada and must have recorded 2800 hours of approved experience in the Canadian Experience Record Book (CERB). The ExAC is delivered once each year simultaneously across Canada, organized into four sections, and delivered in four one-half day sessions over a period of two consecutive days.

All limited licence applicants must complete the current OAA Technology Program (OTP) Licensed Technologist examination or demonstrate to the satisfaction of Council that there are circumstances making this impossible, unreasonable, or unnecessary. Further, applicants for exemption must demonstrate, to the satisfaction of Council, that their qualifications, knowledge, and experience merit an exemption from the examination requirement.

The licensing examinations mark an essential component of the entry-to-practice requirements. Given the complexity and rigour of its development, any request to exempt of this requirement ought to be ~~carefully scrutinized and~~ examined through the lens of the public interest.

Experience



Professional licensure serves to protect the public by ensuring that only qualified individuals are authorized to practise in regulated professions. In architecture, as in many other professions, academic training provides essential theoretical knowledge, but it is through structured, hands-on experience that applicants develop and demonstrate the practical competencies required to practice safely, ethically, and effectively in real-world contexts.

The Internship in Architecture Program (IAP) is a national framework adopted across Canadian jurisdictions to guide licence candidates through a structured period of work experience under the supervision of licensed professionals. It is grounded in the [aforementioned Canadian Standard of Competency for Architects](#), which articulates a series of outcomes and performance indicators that reflect the multifaceted demands of contemporary architectural practice—including, but not limited to, design development, construction documentation, project management, regulatory compliance, and ethical conduct.

Similarly, the OAA Technology Program framework guides limited licence candidates through a structured period of work experience under the supervision of licensed professionals.

This type of competency-based experience ensures ~~that~~ candidates have had direct exposure to the complex responsibilities of the profession, and that their skills have been observed, validated, and assessed by those qualified to evaluate readiness for independent practice. It also fosters critical habits of mind—such as professional judgment, client communication, interdisciplinary collaboration, and accountability—that cannot be developed through academic education alone.

In architecture, supervised work experience ensures a public-interest safeguard, bridging the gap between theoretical training and the capacity to perform competently without supervision. It also reinforces a practitioner's understanding of relevant laws, codes, contracts, professional standards, and performance expectations—all of which may differ significantly between jurisdictions.

While hands-on experience is a cornerstone of safe and competent professional practice, Council may consider exemptions from prescribed experience requirements. Such decisions must be firmly grounded in the public interest, consistent with the regulator's legislative mandate.

An exemption may be considered where the applicant can provide clear, documented evidence that they have acquired equivalent competencies through alternate means. This could include substantial supervised experience gained in a comparable jurisdiction, independent practice as a licensed professional elsewhere, or other forms of practical experience that meet the intent of the prescribed requirements. Exemptions may also be considered where the individual demonstrably possesses the necessary competencies and where participation in the prescribed program is not feasible.

In all cases, the onus rests with the applicant to demonstrate ~~that~~ they have met the intent of the prescribed experience requirements. Exemptions must not compromise public protection or dilute the standard of practice, but rather provide an opportunity for those who can substantiate their readiness to practise competently and independently.

Council relies on the recommendation of the Experience Requirements Committee (ERC) to assess experience-based exemption requests because the ERC has the expertise and established tools to evaluate the quality, scope, and sufficiency of architectural experience as required by the regulations. The ERC uses a standardized evaluation template, rigorous interview procedures, and trained assessors to ensure consistent, fair, and defensible evaluations of experience across all applicants. This reliance ensures ~~that~~ Council's decisions are grounded in an objective, competency-based review process and prevents unnecessary duplication of efforts. It also reinforces the integrity of the regulatory framework by ensuring ~~that~~ experience exemptions are vetted by those best positioned to assess them.

OAA Admission Course

The [online](#) OAA Admission Course is a mandatory requirement for licensure in Ontario. [Offered three times a year, it](#)



covers topics related to regulatory matters, legal issues, and information specific to the practice of architecture in Ontario ~~and is offered three times a year.~~ The [Admission](#) Course is not intended to be an exam preparatory course. It is a foundational piece created as a practical tool that supplements an ~~applicant~~^{intern}'s work experience.

—The modules of the Course include the following:

- Professional Responsibility, Ethics, and Membership in a Self-Regulating Profession¹
- [Construction Act](#)¹
- Legal Aspects: Professional Liability and Architects' Contracts¹
- Planning and Development Approvals¹
- The *Building Code Act* and the Building Permit Application Process¹
- Ontario Building Code Compliance Data: Concepts and Code Analysis¹
- Bid Theory and Bid Practice: [and](#)
- Contract Administration and General Review¹

When reviewing a request for exemption from the OAA Admission Course, Council must consider whether the applicant has demonstrated ~~that~~ they have acquired knowledge and understanding equivalent to the content and objectives of the course. This includes familiarity with Ontario-specific legislation, regulations, professional conduct requirements, construction standards, and the ethical and practical responsibilities of licence and limited licence holders in the province.

Council should assess whether the alternative education or experience presented by the applicant addresses the public interest purpose of the Admission Course—namely, to ensure that all applicants, regardless of their prior training or jurisdiction of origin, are equipped to practise safely, ethically, and competently within the Ontario context. Given the course's accessibility—including regular online offerings and reasonable costs—exemptions should only be considered in cases where clear, compelling evidence shows that the course's intended learning outcomes have already been met through substantially equivalent means.

1

13. (1) The Registrar shall issue a licence to a natural person who applies therefor in accordance with the regulations and,
- a) is of good character;
 - b) is not less than eighteen years of age;
 - c) is a citizen of Canada or has the status of a permanent resident of Canada or is a member of an organization of architects that is recognized by the Council and that has objects, standards of practice and requirements for membership similar to those of the Association;
 - d) has complied with the academic and experience requirements specified in the regulations for the issuance of the licence subject to any exemption by the Council; and
 - e) has passed such examinations and completed such courses of study as the Council may set or approve in accordance with the regulations subject to any exemption by the Council.

- ² 13.1 (1) The Registrar shall issue a limited licence to a natural person who applies in accordance with the regulations and,
- a) is of good character;
 - b) is not less than 18 years of age;
 - c) is a citizen of Canada or has the status of a permanent resident of Canada or is a member of an organization of architects that is recognized by the Council and that has objects, standards of practice and requirements for membership similar to those of the Association;
 - d) has complied with the academic and experience requirements specified in the regulations for the issuance of a limited licence, subject to any exemption by the Council; and
 - e) has passed such examinations and completed such courses of study as the Council may set or approve in accordance with the regulations, subject to any exemption by the Council.



³ **31.** The following academic, experience and examination requirements for the issuance of a licence to a person are prescribed for the purposes of clauses 13 (1) (d) and (e) of the Act:

1. The person must hold a degree in architecture from a post-secondary institution or must have successfully completed the Royal Architectural Institute of Canada Syllabus.
2. The person must hold a Certificate of Certification issued by the Canadian Architectural Certification Board.
3. The person must have completed the admission course offered by the Association.
4. The person must have successfully completed one of the following:
 - i. The Examination for Architects in Canada published by the Association.
 - ii. The Architect Registration Examination of the National Council of Architectural Registration Boards.
 - iii. Any combination of the components of the Examination for Architects in Canada published by the Association and of the Architect Registration Examination of the National Council of Architectural Registration Boards that, considered as a whole, is equivalent to one of those examinations, as approved by the Council.
5. The person must have completed a total of 3,720 hours of experience, under the personal supervision and direction of a person authorized to practice architecture in the jurisdiction in which the experience is obtained, that meets the requirements of the Internship in Architecture Program published by the Association. At least 940 hours of the experience must have been completed within the three years before the date on which the person applies for the licence.
6. If fewer than 940 of the total hours of experience required by paragraph 5 were completed in Canada, the person must have successfully completed the Council approved courses specified in the Internship in Architecture Program published by the Association.
7. The person must have completed an experience assessment provided by the Association.

⁴ **32. (1)** The following academic, experience and examination requirements for the issuance of a limited licence to a person are prescribed for the purposes of clauses 13.1 (1) (d) and (e) of the Act:

1. The person must hold an advanced diploma from an Ontario college of applied arts and technology for a three-year architectural technology program or have graduated from a three-year college architectural technology program accredited by Technology Accreditation Canada.
2. The person must have completed the admission course offered by the Association.
3. The person must have successfully completed the Examination for Licensed Technologists published by the Association.
4. The person must have completed a total of 5,580 hours of experience, under the personal supervision and direction of a person authorized to practice architecture in the jurisdiction in which the experience is obtained, that meets the requirements of the OAA Technology Program published by the Association. At least 940 hours of the experience must have been completed within the three years before the date on which the person applies for the limited licence.
5. If fewer than 940 of the total hours of experience required by paragraph 4 were completed in Canada, the person must have successfully completed the Council-approved courses specified in the OAA Technology Program published by the Association.
6. The person must have completed an experience assessment provided by the Association.

(2) Paragraphs 1, 4 and 5 of subsection (1) do not apply with respect to a person who successfully completed the Advanced Standing Program that was administered by the Ontario Association of Applied Architectural Sciences before its dissolution.





Ontario Association
of Architects

111 Moatfield Drive
Toronto, ON M3B 3L6
Canada

416-449-6898
oaaemail@oaa.on.ca
oaa.on.ca

OAA Exemption Request to Council

Licence - Architect

A. IDENTIFICATION (please print)

Name in Full:

Surname

First Name

Middle Name(s)

Residence Address:

Street

Apt. No.

City

Province/Territory

Country

Postal Code

Telephone:

Email:

B. BACKGROUND INFORMATION

Please complete all that apply, indicate "N/A" otherwise.

ACADEMIC QUALIFICATIONS

Degree/Diploma:

Institution:

Country:

Years Attended:

Was the program accredited in its jurisdiction?

☐ Yes

☐ No

☐ Unsure

PROFESSIONAL EXAMINATIONS

Name of examination:

Jurisdiction:

Date(s) Written:

Result?

☐ Pass

☐ Fail

☐ Awaiting Result

Add Additional Entries if needed:

ARCHITECTURAL EXPERIENCE

Total years of architectural experience:

Jurisdiction(s) where experience was gained:

Date(s) of experience:

From:

To:

Where an exemption is sought from the experience requirement, the applicant's experience will be assessed by the OAA's Experience Requirements Committee, which makes a recommendation to Council for its consideration. The process includes the submission of detailed supporting documentation.

PROFESSIONAL REGISTRATION

Regulatory Body:

Jurisdiction:

Status:

☐ Active

☐ Inactive

☐ Lapsed

☐ Other:

Dates held:

From:

To:

Add additional entries if needed:

OTHER RELEVANT CREDENTIALS

Credential or Designation:

Issuing Organization:

Status:



☐ Active ☐ Expired ☐ Other

Dates held:

From: To:

Add additional entries if needed:

C. EXEMPTION(S) REQUESTED

Check all the boxes that require an exemption.

Academic Requirements

- ☐ A degree in architecture from a post-secondary institution or must have successfully completed the Royal Architectural Institute of Canada Syllabus.
- ☐ A Certificate of Certification issued by the Canadian Architectural Certification Board.
- ☐ The admission course offered by the Association.

Experience Requirements

- ☐ 3,720 hours of experience, under the personal supervision and direction of a person authorized to practice architecture in the jurisdiction in which the experience is obtained, that meets the requirements of the Internship in Architecture Program published by the Association.
- ☐ At least 940 hours of the experience completed within the three years before the date of application for licence OR successful completion of the Council approved courses specified in the Internship in Architecture Program published by the Association where fewer than 940 of the total required hours of experience were completed in Canada.
- ☐ Completion of an experience assessment provided by the Association.

Note: If your request involves exemption from experience requirements, you will be required to attend an Experience Requirements Committee (ERC) assessment interview. You will be contacted with further information if this is the case.

Examination Requirements

- ☐ Successful completion one of the following:
 - i. The Examination for Architects in Canada published by the Association.
 - ii. The Architect Registration Examination of the National Council of Architectural Registration Boards.
 - iii. Any combination of the components of the Examination for Architects in Canada published by the Association and of the Architect Registration Examination of the National Council of Architectural Registration Boards that, considered as a whole, is equivalent to one of those examinations, as approved by the Council.



Prior to submitting an Exemption Request to Council, applicants should contact licence@oaa.on.ca to receive information regarding the statutory framework for exemption requests, the submission guidelines, and procedures.

DECLARATION

I declare that the information provided in this request form is complete and accurate to the best of my knowledge. I authorize the OAA to use the documents submitted in support of this exemption request.

Signature

Date

Please retain a copy of this form and all attachments for your records.





A. IDENTIFICATION (please print)

Name in Full:

Surname

First Name

Middle Name(s)

Residence Address:

Street

Apt. No.

City

Province/Territory

Country

Postal Code

Telephone:

Email:

B. BACKGROUND INFORMATION

Please complete all that apply, indicate "N/A" otherwise.

ACADEMIC QUALIFICATIONS

Degree/Diploma:

Institution:

Country:

Years Attended:

Was the program accredited in its jurisdiction?

☐ Yes

☐ No

☐ Unsure

PROFESSIONAL EXAMINATIONS

Name of examination:

Jurisdiction:

Date(s) Written:

Result?

☐ Pass

☐ Fail

☐ Awaiting Result

Add Additional Entries if needed:

ARCHITECTURAL EXPERIENCE

Total years of architectural experience:

Jurisdiction(s) where experience was gained:

Date(s) of experience:

From:

To:

Where an exemption is sought from the experience requirement, the applicant's experience will be assessed by the OAA's Experience Requirements Committee, which makes a recommendation to Council for its consideration. The process includes the submission of detailed supporting documentation.

PROFESSIONAL REGISTRATION

Regulatory Body:

Jurisdiction:

Status:

☐ Active

☐ Inactive

☐ Lapsed

☐ Other:

Dates held:

From:

To:

Add additional entries if needed:

OTHER RELEVANT CREDENTIALS

Credential or Designation:

Issuing Organization:

Status:



☐ Active ☐ Expired ☐ Other

Dates held:

From: To:

Add additional entries if needed:

C. EXEMPTION(S) REQUESTED

Check all the boxes that require an exemption.

Academic Requirements

- ☐ An advanced diploma from an Ontario college of applied arts and technology for a three-year architectural technology program or have graduated from a three-year college architectural technology program accredited by Technology Accreditation Canada.
- ☐ The Admission Course offered by the Association.

Experience Requirements

- ☐ 5,580 hours of experience, under the personal supervision and direction of a person authorized to practice architecture in the jurisdiction in which the experience is obtained, that meets the requirements of the OAA Technology Program published by the Association.
- ☐ At least 940 hours of the experience completed within the three years before the date of application for limited licence OR successful completion of the Council approved courses specified in the OAA Technology Program published by the Association where fewer than 940 of the total required hours of experience were completed in Canada.
- ☐ Completion of an experience assessment provided by the Association.

Note: If your request involves exemption from experience requirements, you will be required to attend an Experience Requirements Committee (ERC) assessment interview. You will be contacted with further information if this is the case.

Examination Requirements

- ☐ Successful completion one of the examination for Licensed Technologists published by the Association.

Prior to submitting an Exemption Request to Council, applicants should contact licence@oaa.on.ca to receive information regarding the statutory framework for exemption requests, the submission guidelines, and procedures.



DECLARATION

I declare that the information provided in this request form is complete and accurate to the best of my knowledge. I authorize the OAA to use the documents submitted in support of this exemption request.

Signature

Date

Please retain a copy of this form and all attachments for your records.





Council Policy

Policy Name **Licence Exemption Request**

Issue Date **January 11, 1996**

Revision Dates **May 5, 2010**
 January 18, 2019
 September 22, 2022

Section 33 of Ontario Regulation 27, as amended, states:

"33. The Council may, where it is of the opinion that the applicant's qualifications, knowledge and experience so merit, grant an exemption from all or part of the academic and experience requirements set out in this Regulation."

Council will respond to all formal and complete requests for exemption.

In addition to Ontario Regulation 27, Council may consider the exceptional nature of the circumstances of the applicant which has prevented the individual from meeting the prescribed licensing requirements.

When making application for exemption, the Registrar will request that applicants provide:

- a written submission;
- details of the specific requirements in the Regulation which they are unable to meet; and
- a response to questions a) and b) below.

a) Why the applicant believes their qualifications, knowledge and experience warrant an exemption from the Regulation?

b) What are the exceptional circumstances that would warrant Council granting an exemption from the present requirements for Licence?

Where a request for exemption is received by the Registrar which includes exemption from all or part of the experience requirements, the Office of the Registrar will forward that portion of the Exemption Request that relates to experience directly to the Experience Requirements Committee (ERC) for consideration. The ERC will provide a written recommendation to Council as to whether the applicant's qualifications, knowledge and experience merit an exemption from the experience requirement(s). However, only Council may make the final determination.

Any Councillor who sits on the ERC should not participate at the Council meeting in the Exemption Request discussion and decision in order to eliminate any perceived conflict of interest or bias.

The following are the details of the licensing requirements as set out in Regulation 27 under the *Architects Act*.

ACADEMIC

1. Education

All individuals must hold certification of their academic qualifications from the Canadian Architectural Certification Board (CACB), or demonstrate to the satisfaction of Council that acquisition of such a certificate has not been possible, by providing documented evidence of the CACB rejection and the grounds for that rejection; and further, by demonstrating to the satisfaction of Council that the applicant's qualifications, knowledge and experience merit an exemption from this education requirement.

2. Admission Course Lectures

All individuals must complete the current Admission Course lectures, or demonstrate to the satisfaction of Council that there are exceptional circumstances that make it impossible, unreasonable or unnecessary to attend the Admission Course Lectures and further, by demonstrating to the satisfaction of Council that the applicant's qualifications, knowledge and experience merit an exemption from participation in the Admissions course.

3. Examination

All individuals must complete the current Examination for Architecture in Canada (ExAC) or the Architect Registration Examination (ARE), or demonstrate to the satisfaction of Council that there are exceptional circumstances that make it impossible, unreasonable or unnecessary to complete this examination; and further, by demonstrating to the satisfaction of Council that the applicant's qualifications, knowledge and experience merit an exemption from the examination requirement.

EXPERIENCE

All individuals must complete the experience requirements as set out in the Canadian Experience Record Book, or demonstrate to the satisfaction of Council that there are exceptional circumstances that make it impossible or unreasonable to meet the experience requirements set out in the Regulation; and further, by demonstrating to the satisfaction of Council that the applicant's qualifications, knowledge and experience merit an exemption from the experience requirement.

GENERAL

The Office of the Registrar will continue to advise individuals requesting an exemption that, if an exemption from the academic, examination and/or experience requirements is granted by Council, the applicant may not necessarily qualify for recognition under the Inter-Recognition Agreement with the United States of America.



FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.1

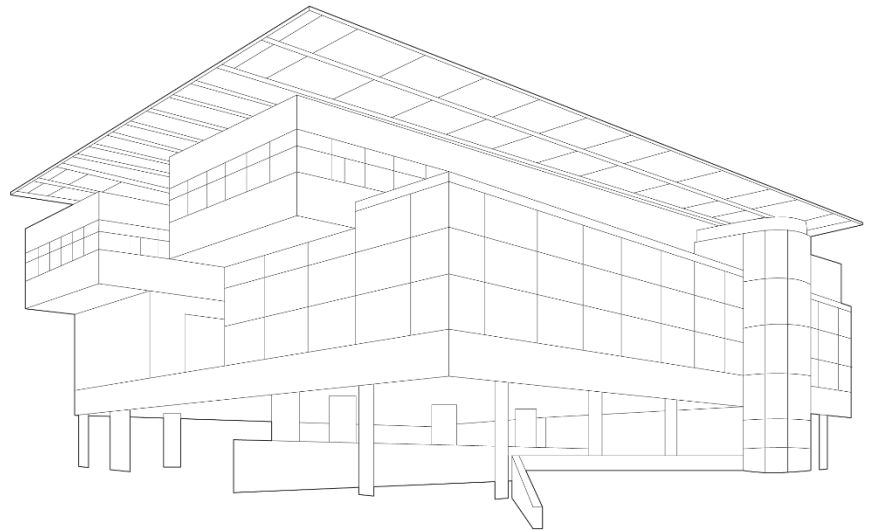
President's Log

Date	Event/Meeting	Location	Attendees	Time
June 20	President/Executive Director Meeting	virtual	w/K.Doyle	8-9:00 a.m.
June 20	Hamilton/Burlington Society Visit	Hamilton	w/Society Chair & members, B.Birdsell, K.Doyle	6-8:00 p.m.
June 25	Society Chairs Meeting	virtual	w/Society Chairs & Council Liaisons, K.Doyle, C.Mykytyshyn	11:00 a.m. - 12 noon
June 27	President/Executive Director Meeting	virtual	w/K.Doyle	8-9:00 a.m.
July 4	President/Executive Director Meeting	virtual	w/K.Doyle	8-9:00 a.m.
July 4	Legal Consultation	virtual	w/legal counsel, K.Doyle, C.Mills	10:00 a.m. - 12 noon
July 16	Education Committee (under the Trust)	virtual	w/L.McKendrick, T.Yeung, K.Doyle, T.Carfa	10-10:30 a.m.
August 12	Windsor Regional Society Visit	Windsor	w/Society Chair & members, S.Vilardi, K.Doyle	5:30-7:30 p.m.
August 13	Society Chairs Meeting	virtual	w/Society Chairs & Council Liaisons, K.Doyle, C.Mykytyshyn	11:00 a.m. - 12 noon
August 19	Ottawa Society Visit	Ottawa	w/Society Chair & members, J.Lafrance, K.Doyle	5:30-7:30 p.m.
August 20	Finance & Audit Committee	virtual	w/Committee members	9:00 a.m. - 12 noon
August 20	Northumberland-Durham & Trent Societies Visit	Whitby	w/Society Chairs & members, T.Yeung, M.Zawadzki, K.Doyle	5:30 p.m. - 7:30 p.m.
August 26	Northwestern Ontario Society Visit	Thunder Bay	w/Society Chair & members, K.Doyle	5:00 p.m. - 7:30 p.m.
August 28	Algoma Region Society Visit	Sault Ste. Marie	w/Society Chair & members, K.Doyle	12 noon - 2:00 p.m.
September 2	Meeting with legal counsel	virtual	w/K.Doyle, K.Armbrust, legal counsel	10-11:00 a.m.
September 4	Laurentian McEwen School Awards Ceremony	Sudbury	w/Faculty & Students	5:30 p.m. - 7:30 p.m.
September 11	Northern Ontario Society Visit	Sudbury	w/Society Chair & members, K.Doyle	12 noon - 2:00 p.m.
September 11	North Bay Society Visit	North Bay	w/Society Chair & members, K.Doyle	5:00 p.m. - 7:30 p.m.
September 17	Pre-Council Dinner	Toronto	w/Council	7:00 p.m. - 9:30 p.m.
September 18	Council Meeting	Toronto	w/Council, staff	9:30 a.m. - 3:00 p.m.

Executive Director Report to Council

September 18, 2025

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.2



PRESENTED BY

Kristi Doyle
Executive Director



Ontario Association
of Architects

The Executive Director's Report to Council provides an overview of key **operational and administrative matters as well as updates on progress towards the achievement of the OAA's 5-year Strategic Plan**. This report also highlights the activities of the Executive Director since the last meeting of the Council. Specifically, this report focusses on items not covered elsewhere in the meeting agenda.

OAA Strategic Plan



Regulatory Leadership



Governance and Operations



Member Competency



Public Education

As we approach the last quarter of 2025, discussion has begun with the OAA Team Leads regarding year-end service area reports including the status of workplans and projects that were targeted for completion in 2025. This includes both OAA Committee and Operational workplans.

In direct consultation with the OAA Governance Committee, a draft outline of the format and content of Council's annual January planning session is under development. A key component of the planning session will include reporting on the achievements towards the strategic goals and objectives of the 5-year Strategic Plan at the end of year 4 as well as considering any adjustments to the plan in 2026 which marks the final year of the 5-year Strategic Plan.

Over the summer months the President and I have been meeting in person with the members of the OAA's local societies. These meetings will continue until October and have been extremely positive to date. The format has been informal with a focus on understanding what activities the society has been involved in within their community. We have heard first hand about local society activities that speak directly to the Public Education pillar of the Strategic Plan. This is a key metric in measuring success under the Plan. Many of these activities have been carried out with the help of the OAA's Society Special Project Funding program. I would like to congratulate the Society Chairs and their volunteers on their efforts and exciting local programming.



National Activities

Mutual Recognition Agreements

On June 26 I had a virtual meeting with my colleagues at the National Council of Architectural Registration Boards (NCARB) to discuss the status of approval of the revised ROAC/NCARB Mutual Recognition Agreement (MRA).

NCARB advised that the MRA received approval during their annual meeting of members boards in June. Over the summer months, NCARB has been communicating with each of the state licensing boards to confirm that they will continue (or become) participants of the new and improved MRA.

On August 25, along with members of the Team in the Office of the Registrar, I met again with NCARB staff to review implementation and administrative elements of the updated MRA.

The intent is for the new MRA to be in effect by early 2026. A joint communication will be drafted via NCARB and OAA communications teams, on behalf of ROAC. This update will also be provided to the ROAC Board of Directors in October.

As noted in my June report, I was invited to speak on July 7 in Toronto at the workshop *Going Global: International Opportunities for Canadian Architects*. I provided an overview of the MRA's that have been developed between ROAC and other global jurisdictions. The organizers of the workshop are reaching out to the federal and other governments in support of increasing opportunities for Canadian architects around the world. This was a good opportunity to support an activity of a third party that is focused on advocacy for the profession.

On July 9, on behalf of ROAC, I participated in a brief interview with a representative from a research firm that has been engaged by the Mexican government to develop a case study that examines the Mutual Recognition Agreements (MRAs) in the professional services sector between Mexico and Canada.

On September 15 I will participate in a meeting with representatives of both NCARB and our Mexican counterpart, FCARM, to discuss relaunch of the updated Tri-National Agreement between Canada/US and Mexico.

Examination for Architects in Canada

National ExAC Working Group

The National ExAC Working Group was very active over the summer months interviewing vendors and their solutions for updating the existing software platform for item authoring, items banking and test generation. As part of the process, potential vendors provided a demonstration/testing experience for the group which also

included ExAC's three expert test consultants. The Working Group is currently preparing a report for the ROAC Board meeting in October which will include a recommendation for a new examination software platform, along with costing, required resources, and a schedule for implementation.

ExAC Budget Development

As a reminder, the OAA is responsible for the oversight and administration of the finances for ExAC, on behalf of ROAC. I worked closely with the OAA's Manager of Finance and ExAC National Co-Administrator to prepare the draft 2026 budget which will be subject to ROAC Board approval in October.

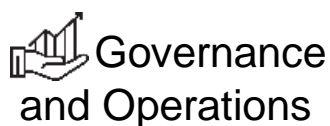
Regulatory Organizations of Architecture in Canada (ROAC)

The next meeting of ROAC will take place on October 17 and 18 in Montreal. In advance of that meeting, I participated in a virtual workshop with other ROAC Executive Directors to finalize workplans for ROAC activities under its new Strategic Plan. The workplans will be presented to the Board in October.

Meetings with Government

The Registrar and I met with staff representatives at the Ministry of the Attorney General on September 3 to review the *Ontario Labour Mobility Act* regulation changes and any potential impacts to the *Architects Act*. As Council is aware, the OAA is well positioned to respond to the new requirements aimed at removing barriers between Canadian jurisdictions given that a reciprocity agreement between the Canadian architectural regulators has existed for many years.

Under the umbrella of our involvement in Engineers, Architects, & Building Officials (EABO) I attended a virtual meeting with stakeholder relations staff at MMAH alongside EABO Chair Kyle Bentley. The meeting is in direct response to correspondence sent to the new Minister of Housing in the spring and a request to amend the Building Code to confirm the requirement for 'coordination' by an architect or engineer.



Policy Review

Over the summer, attention was turned to the OAA Council Policy review schedule. Policies are reviewed on a rotating schedule. As appropriate, specific committees such as the Governance and Finance & Audit Committees are engaged in the process. Any substantive changes affecting the intent of a Policy are always subject to Council approval. Minor updates such as title changes or reference updates are considered housekeeping and are implemented by staff. Revision dates are tracked.

Meetings of the Trustees and Education Committee under the Trust

The annual meeting of the Trustees was held on June 24 followed by the annual meeting of the Education Committee under the Trust on July 16. Terms of reference for each of these can be found in the OAA Council SharePoint portal.



Relationship Building

Since the June Council meeting, I have had the opportunity to meet with Pro-Demnity CEO Bruce Palmer as well as the CEOs of the Royal Architectural Institute of Canada

(RAIC) and the Association of Registered Interior Designers Ontario (ARIDO). These periodic meetings facilitate sharing of information between like organizations and an opportunity to consider ways to collaborate and/or support common initiatives as appropriate.

On my behalf, OAA's Continuing Education Lead Ashley Ward attended the grand opening of the Ontario Association of Building Officials new training facility in Mississauga in June.

Peer to Peer training

After a short break, the OAA's staff 'peer to peer' training program resumed the second week of September as a component of our weekly staff meetings. This program has proven to be an excellent way to share information between the various OAA service areas as well as deepen the understanding of the mandate of the OAA and Council in general among staff.

OAA Budget Development

Under the direction of the Manager of Finance, staff have been involved in budget discussions pertaining to their specific service area over the summer months to aid in the development of the 2026 draft budget. In cooperation with the Manager, we presented the first draft to the Finance & Audit Committee on August 20.

Outreach with Carleton University – Azrieli School of Architecture

Once again, I have been invited to participate in the school's professional practice course. The objective of my presentation, scheduled for September 18 is to introduce students to the OAA as an organization, to develop a positive connection and understanding of what the OAA does, how it is organized and governed as well as how students can get involved, now and into the future. The Registrar and Deputy Registrar are also part of the lecture series and will focus more directly on the path to licensure as well as the regulation of the architectural profession.

Construction & Design Alliance Ontario (CDAO)

A meeting of the CDAO Forum was held on June 23. The CDAO's Procurement Guide has been finalized and is with a graphic designer now for completion.

The next Forum meeting, including the annual meeting of members, will take place on September 23 at the OAA Headquarters. It is hoped that all 17 member organizations will attend at the building. As a member of the CDAO Board I will be attending on behalf of the OAA along with OAA Manager Policy & Government Relations.

Informational Videos

Scripting work should be underway shortly for three short informational videos that will

focus on topics identified through our intern survey earlier this year. These topics include:

- *recording experience, mentors + supervisors*
- *knowledge + understanding competency assessments (including ExAC, ROAC course)*
- *what to expect after licensure*

These videos had been identified as a project for 2025 under the Strategic Plan pillar of public education and outreach. This project will flow into 2026.

Office of the Registrar Statistical Report

FOR THE PERIOD JUNE 4 TO SEPTEMBER 3, 2025

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.3

PRESENTED BY

Christie Mills



Ontario Association
of Architects

The Registrar's Report to Council provides an overview of key statutory matters and statistics, both ongoing and planned. Items of regulatory importance to the Association include information on the activities of the following:

- The Experience Requirements Committee (ERC).
- The Complaints Committee.
- The Discipline Committee.
- The Registration Committee.
- Act Enforcement.

The report also provides statistical information regarding:

- OAA membership and OAA status composition.
- Licence and limited licence applications.
- OAA certificate of practice composition.
- Certificate of practice applications.
- Growth statistics of the above.

The Association's principal objective is to protect users and potential users of professional architecture services by governing its licensed members, including holders of certificates of practice and temporary licences, so that the public can be confident OAA members are appropriately qualified and meet the requirements at law to practise architecture. As a self-regulated professional organization, the OAA is authorized by the Government of Ontario, under provincial statute to establish, monitor, and enforce standards of practice and performances for its members and practices. For the purpose of carrying out these objectives, the Association relies on statutory committees and processes; the statistics of which are highlighted below.

Experience Requirements Committee (ERC)

Upon referral, the Experience Requirements Committee determines if an applicant has met the experience requirements prescribed by the regulations forming part of the eligibility requirements for the issuance of an OAA licence or limited licence.

As per Section 13(3)b and 13.1(3)b of the *Architects Act*, the Registrar, on their own initiative, can (and on the request of an applicant, *shall*) refer an application for the issuance of licence or limited licence to the ERC for a determination as to whether the applicant has met the experience requirements prescribed by the regulations for the issuance of licence or limited licence. Additionally, the Committee will determine as to whether the applicant has met the experience requirements prescribed by the regulations for the issuance of licence or limited licence in matters related to [Exemption Requests to Council](#) as set out in Section 33 of the regulations.

- No assessments were undertaken since those on June 4 as last reported.

A Fall meeting is planned to review the implementation of the improvements implemented this year and discuss the development of more and/or revised assessment questions.

Complaints Committee

As the regulator of the practice of architecture in Ontario, the OAA handles complaints regarding the conduct or competency of a member or practice of the OAA.

The [Architects Act, R.S.O. 1990, c. A.26](#) prescribes the complaints process to ensure the public interest in Ontario is served and protected. A complaint may be made if there is concern a member of the OAA (Architect, Licensed Technologist, a holder of a certificate of practice, or holder of a temporary licence) has contravened the *Architects Act* or has engaged in professional misconduct as set out in the regulations (R.R.O. 1990, Reg. 27, s. 42).

Below are the Complaints Committee statistics for the reporting period:

Total Inquiries ¹	24
Total Complaints Opened During Period	2
Active Complaints with a CC Panel	4
Held in abeyance	0
Preliminary Review Stage	0
Closed	
Not referred (dismissed)	5
Not referred (withdrawn)	0
Not referred (caution)	0
Referred to Discipline	0
Registrar's Investigations ²	0
Good Character Investigation	0

Discipline Committee

Discipline decisions are the result of hearings conducted by a tribunal comprising two senior members of the OAA and a Lieutenant Governor in Council Appointee (LGIC) from the Discipline Committee. The Discipline Committee hears allegations of professional misconduct against members of the Association, holders of a certificate of practice, or holders of a temporary licence.

Allegations may arise through:

- referral of a matter by the Complaints Committee; or
- Council directing the Discipline Committee to conduct a hearing into allegations of professional misconduct in a specific situation.

The following are the statistics for the reporting period of June 4 – September 3, 2025:

¹ Any communication about a member's professional misconduct. This number includes matters that has since been referred to complaints, however, not all complaints began as inquiries.

² Not yet referred to complaints

- There are ten (10) matters to be scheduled in 2025 – although three may proceed as a combined hearing in accordance with Section 9.1 of the *Statutory Powers Procedure Act* (TBD).

The Office of the Registrar plans a full review of all Discipline Committee policies and procedures in accordance with the Regulatory Leadership goal pillar of the Strategic Plan.

Registration Committee

When the Registrar proposes to refuse (Notice of Proposal (NoP)) an application for licence, limited licence, certificate of practice or temporary licence; proposes to suspend or revoke a certificate of practice or temporary licence; or, proposes to issue a licence, limited licence, certificate of practice or temporary licence with terms, conditions and limitations, the applicant may request a hearing before the Registration Committee. The Committee hears the matter and makes a determination as to the proposal by the Registrar.

The hearing is held before a panel of three members of the Registration Committee. A Registration hearing is not an appeal and is not a review of the decision made by the Registrar. A hearing is an opportunity for an applicant to present evidence in support of their application. The applicant bears the onus of satisfying the Registration Panel, on reasonable grounds, that they meet the requirements of the Act and the regulations for the purpose of issuance of a licence, limited licence, or certificate of practice.

The [OAA website](#) dedicated to the Registration Committee includes recent requested hearings and the associated hearing dates. This aligns with the expectations of the [Statutory Powers Procedure Act, R.S.O. 1990, c. S.22 \(ontario.ca\)](#) and infuses more transparency on the OAA website. Committee Decisions and Reasons are also posted for any hearings resulting in a decision and order to issue a licence.

On July 5, 2024 the Chair of the Registration Committee ordered that further scheduling of Registration hearings be suspended until the Notice of Motion advanced by the AATO is resolved. This decision was communicated to all hearing applicants on July 8, 2024.

The Registration Committee statistics for the reporting period are as follows:

- Twenty-five (25) hearings are to be scheduled.

Act Enforcement

The Act restricts the practice of architecture to members of the OAA providing professional services through a certificate of practice issued by the OAA. The practice of architecture includes:

- the preparation or provision of a design to govern the construction, enlargement, or alteration of a building;
- evaluating, advising on, or reporting on the construction, enlargement, or alteration of a building; or
- the general review of the construction, enlargement, or alteration of a building.

It is an offence for an unlicensed person (including a corporation) to use the term “Architect” or “Licensed Technologist”. It is also an offence to hold oneself out as engaging in the practice of architecture without a licence or limited licence issued by the OAA.

Misrepresentation of a protected title and misleading claims or advertising (inadvertently or purposely) could lead the public to conclude they would be receiving architectural services from a licensed and regulated professional.

The OAA’s regulatory mandate includes acting against those unlawfully providing architectural services. The *Architects Act* and its regulations outline specific exceptions, but outside of these, the OAA may take legal action. The OAA will investigate when a possible infraction is brought to its attention. If it appears illegal practice has occurred, the OAA may do one or more of the following:

- Send an inquiry letter advising of the concerns and request specific corrective action. This is a common first step in the case of misrepresentations.
- Request the individual sign an undertaking and covenant agreement, which includes an acknowledgment of the breach of the *Architects Act* and agrees to compliance in the future.
- Pursue financial damages or injunctive relief through the courts.

Below are the act enforcement statistics for the reporting period:

New matters received for reporting period	22
Active files/ Ongoing investigations	15
Resolved by Legal Counsel	0
Resolved by OOTR for reporting period	4
Unable to locate	0
No breach found	3
Injunctions (ongoing)	0
Injunctions (resolved)	0

Correlated Legislative Matters

Office of the Fairness Commissioner

The Fairness Commissioner assesses the registration practices of [regulated professions and trades](#) in Ontario to make sure they are transparent, objective, impartial and fair for anyone applying to practise their profession in Ontario.

The Office of the Fairness Commissioner (OFC) supports the Fairness Commissioner in acting on the mandate set out in the [Fair Access to Regulated Professions and Compulsory Trades Act, 2006](#) (FARPACTA) and the *Regulated Health Professions Act, 1991* (RHPA).

Under this framework, the OFC assesses each regulator’s operations against five risk factors that may impede the regulator’s ability to apply fair registration practices for the licensure of domestic and internationally trained applicants; the five risk factors are set out below:

1. Organizational capacity.
2. The overall control that a regulator exerts over its assessment and registration processes.
3. The impact of major changes to registration practices and relations with third-party service providers.
4. The ability of the regulator to comply with newly introduced legislative and / or regulatory obligations.
5. Public policy considerations:
 - a. Addressing labour market shortages.
 - b. The ability to promote inclusion and address anti-racism concerns in registration processes.

The OAA submitted its 2024 RICF report to the OFC March 10, 2025; the report is posted to the [OAA website](#) as per the FARPACTA requirements.

FARPACTA Recent Amendments

Changes to the *Fair Access to Regulated Professions and Compulsory Trades Act* (FARPACTA) create legal obligations for professional regulators in Ontario. The most recent amendments include the following:

Legal Obligations	In-Effect Date
Third party accountability: These provisions specify the reasonable measures that a regulated profession must take to ensure that its third-party service provider (TPSP) makes its assessments in a way that is transparent, objective, impartial and fair, including a requirement for the regulator to enter into an agreement with its TPSP to address certain prescribed matters.	Jan 1, 2026
Alternative documentation: These provisions require that each regulator have an alternative documentation policy and submit it for review and approval by the Fairness Commissioner (FC).	Policy due to FC Jan 1, 2026
Parallel processing plan: These provisions require that each regulator develop a parallel processing plan and submit it for review and approval by the Fairness Commissioner.	Policy due to FC Jan 1, 2026
Registration time standard: These provisions require that each regulator communicate its registration decisions to internationally trained individuals within three months of receiving complete applications, in at least 90% of all cases.	July 1, 2025

Third Party Service Providers

Regulated professions that use third-party organizations to assess qualifications must ensure that these assessments are conducted impartially, transparently, fairly, and

objectively. To do this, they must enter into formal agreements with third-party assessors, outlining key responsibilities and processes. These agreements should specify assessment criteria, minimum passing scores, the frequency of assessments (wherever feasible, applicants will have access to exams and other types of assessments at least three times in a calendar year), and timelines for completing each step. Assessors must also have the necessary expertise, and decisions must be communicated in writing within 10 business days, including reasons for negative outcomes and details on competency gaps. Additionally, third parties must have a fair and independent appeal process, notifying applicants within 15 business days whether their appeal will proceed and providing relevant timelines.

Regulated professions are responsible for ensuring applicants receive clear and accurate information about the third-party assessment process, including timelines, assessment criteria, acceptable alternatives for required documentation, fees, and appeal procedures. They must also establish a complaints process for applicants experiencing issues with third-party assessors and make all relevant information easily accessible online. This ensures that applicants understand their rights and the steps involved in the assessment process, promoting fairness and transparency in professional licensing.

For OAA purposes it is reasonable to expect the OFC will consider the CACB, CExAC and even NCARB (AREs) to be third party service providers to the OAA. The OFC has planned a webinar featuring regulators and third parties that have worked together on negotiating FARPACTA compliant agreements, scheduled for September 22, 2025.

Alternative Documentation Policy

A regulated profession must have a policy outlining acceptable alternatives to required documentation when applicants cannot obtain it for reasons beyond their control. The policy must define what constitutes a reasonable alternative, specify processing timelines, and meet any regulatory requirements.

The alternative documentation plan must be submitted to the Fairness Commissioner for review and updated if circumstances change. Before implementation, the profession must respond to any input from the Fairness Commissioner and, if required by regulations, obtain approval or make necessary changes as directed.

Parallel Processing Plan

The parallel processing expectations require that regulators in Ontario develop a plan addressing how it will enable multiple registration processes to take place concurrently - especially where applicants experience delays. Examples identified to date include:

- permitting applicants to enter the assessment and registration process at any stage, and in any order, that they wish;
- allowing for provisional registration where regulators create alternative registration classes to provide applicants with opportunities to work in their field while completing outstanding requirements for full registration; and
- concurrent completion of work experience and final coursework or examinations.

A regulated profession must submit its parallel processing plan to the Fairness Commissioner for review. If there are any changes that may impact the plan, it must be updated and resubmitted. Before implementing a new or revised plan, the profession must respond to any input from the Fairness Commissioner and, if required by regulations, obtain approval or make any necessary changes as directed.

The Office of the Registrar, the Policy and Government Relations Manager and the Executive Director will continue to monitor the above developments.

Ontario Labour Mobility Act (OLMA) and Bill 2

Recent amendments to the *Ontario Labour Mobility Act* (OLMA) under Bill 2 – *Protect Ontario Through Free Trade Within Canada Act, 2025* introduce new requirements aimed at improving the timeliness, transparency, and fairness of licensing processes for professionals certified in other Canadian jurisdictions.

The legislation imposes strict timelines for regulators: they must acknowledge receipt of a complete application within 10 days and issue a certification decision within 30 calendar days. Given the longstanding ROAC reciprocity agreement for Architects in Canada, the OAA is in compliance with the 30-day standard (which is also required under FARPACTA).

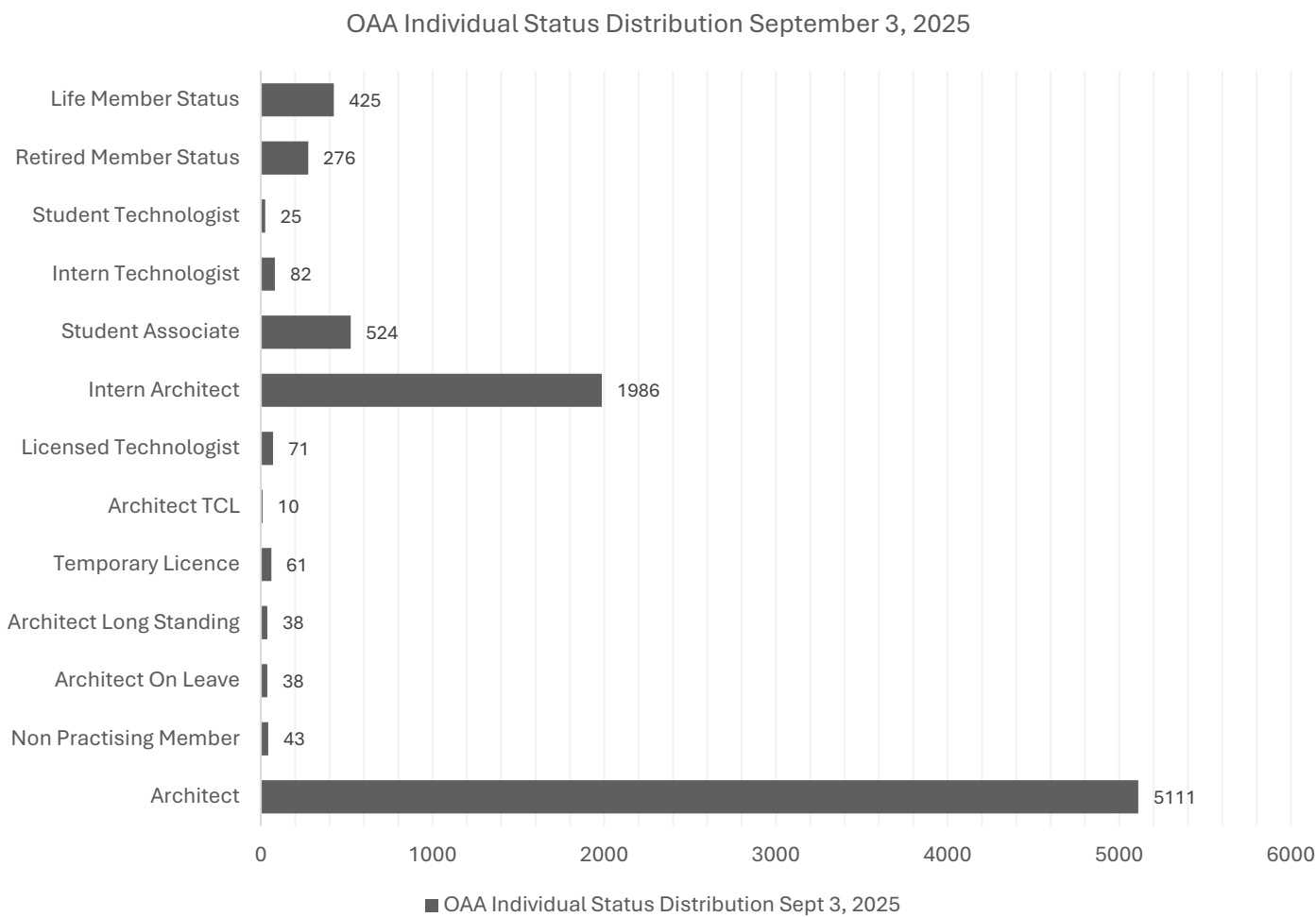
Another key feature is the introduction of “deemed certification,” which allows individuals already certified in a reciprocating jurisdiction to be recognized as certified in Ontario for a one-time, six-month period upon submission of their credentials and satisfaction of any prescribed conditions.

OAA staff have prepared the necessary administrative procedures that are required for deemed certified applicant status within the OAA’s registration processes. The September 1, 2025 provincial press release can be found [here](#).

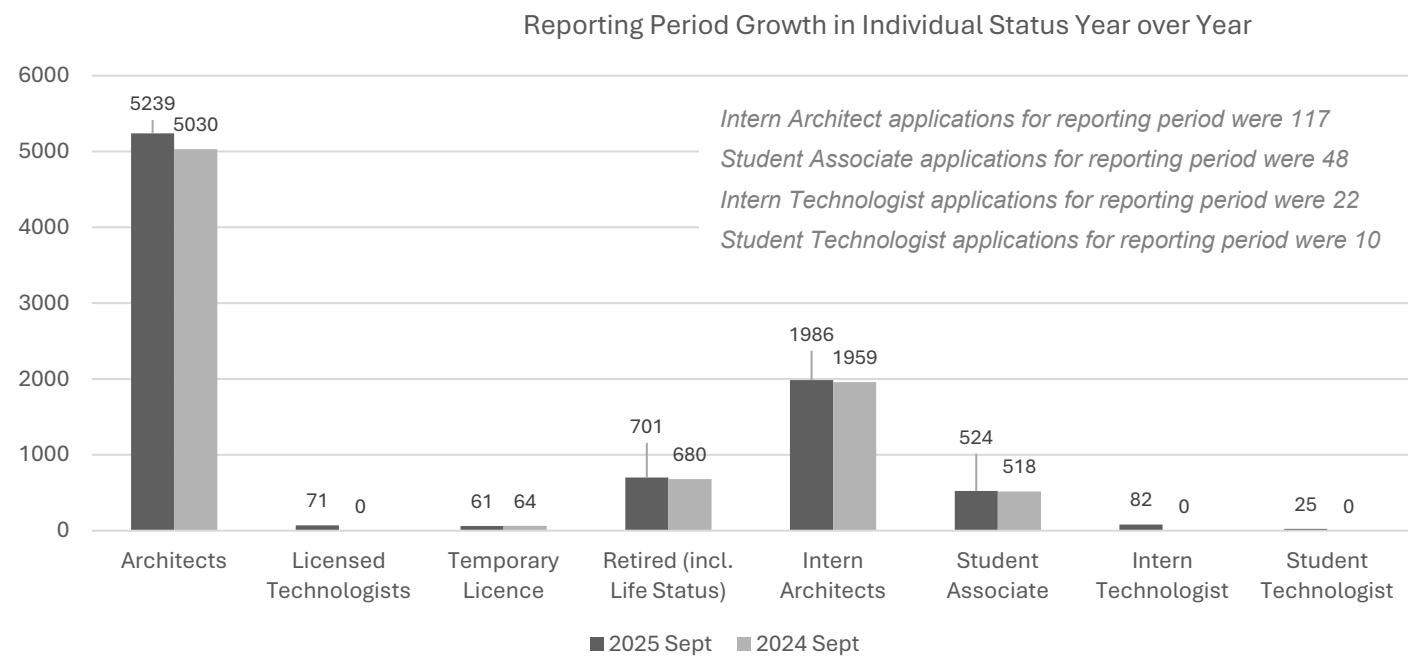
Office of the Registrar Statistics

Below are the OAA community statistics for the reporting period, indicating current records as well as changes over the year. The OAA community includes members as defined by the *Architects Act* as well as prescribed as classes of persons whose interests are related to those of the Association as defined by the regulations.

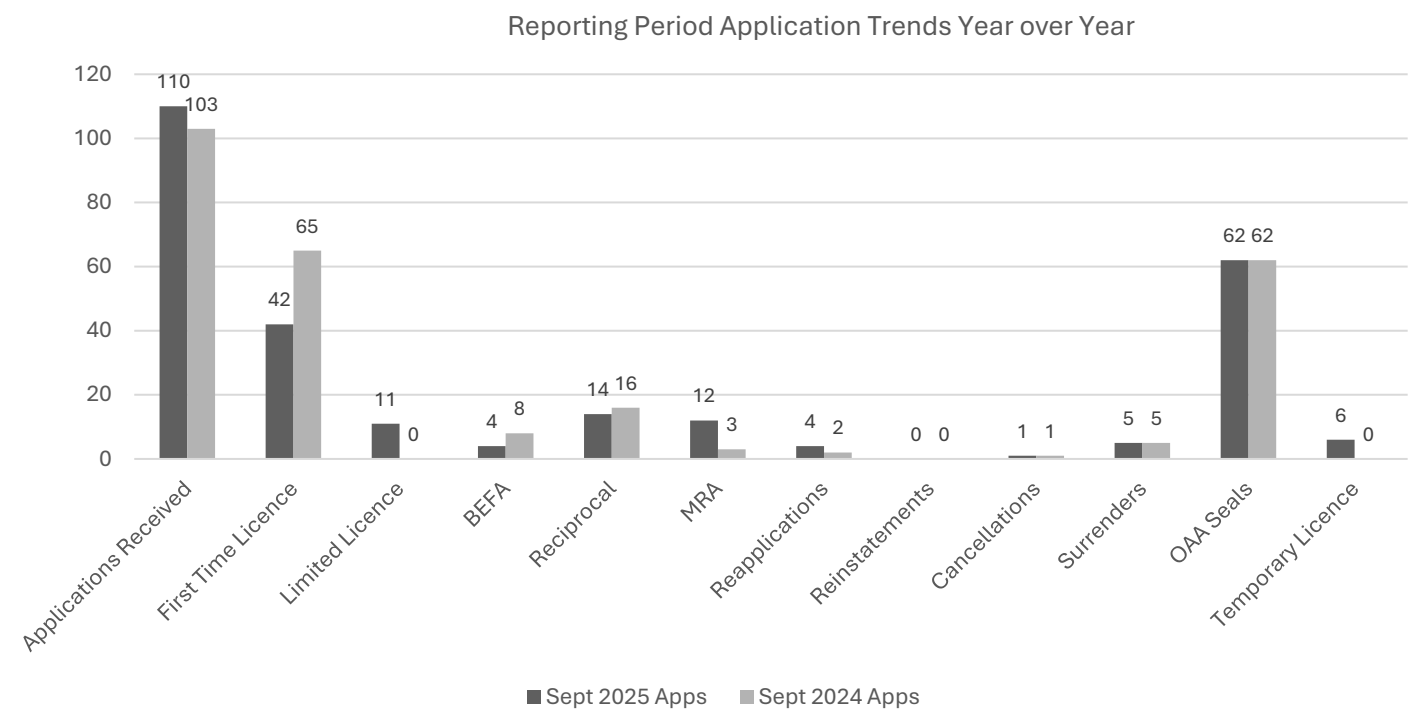
OAA Members and Status Holders



Growth in Individual Status



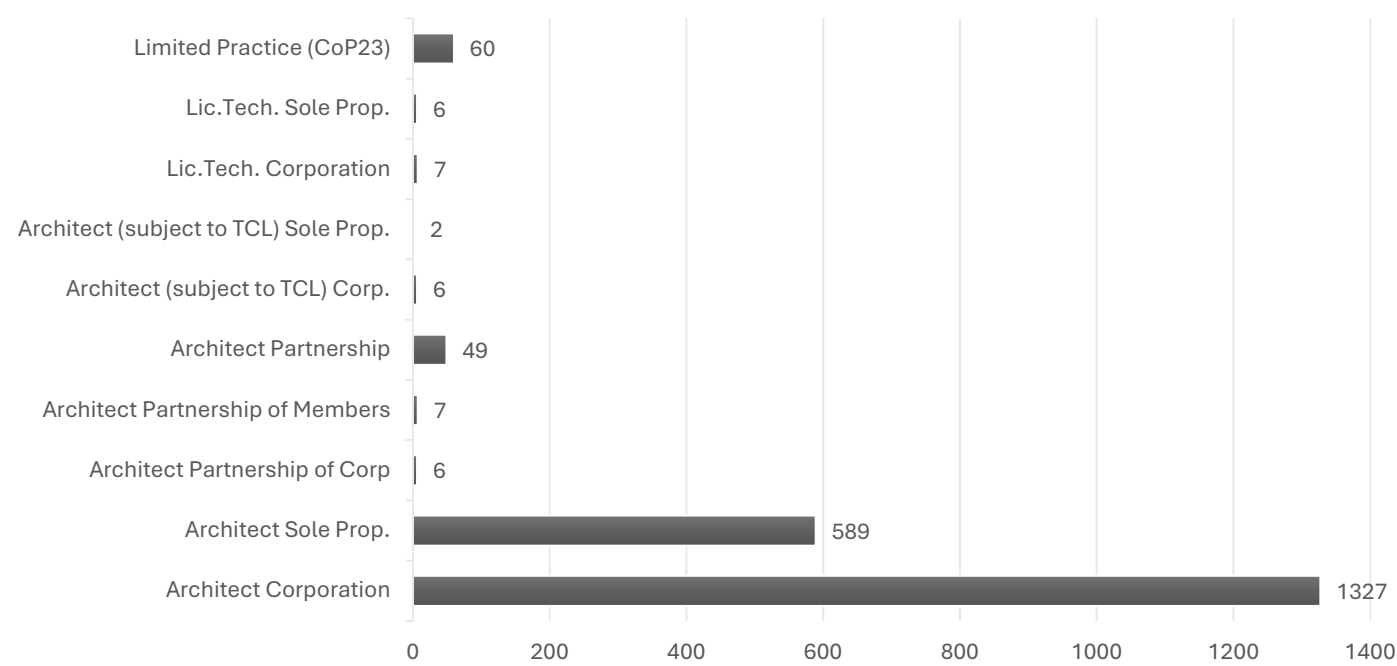
Licence and Limited Licence Applications



- Total applications received for reporting period was 110, total approved 93.
- Of the 42 first time licence applicants, 13 were internationally educated applicants.

Certificate of Practice

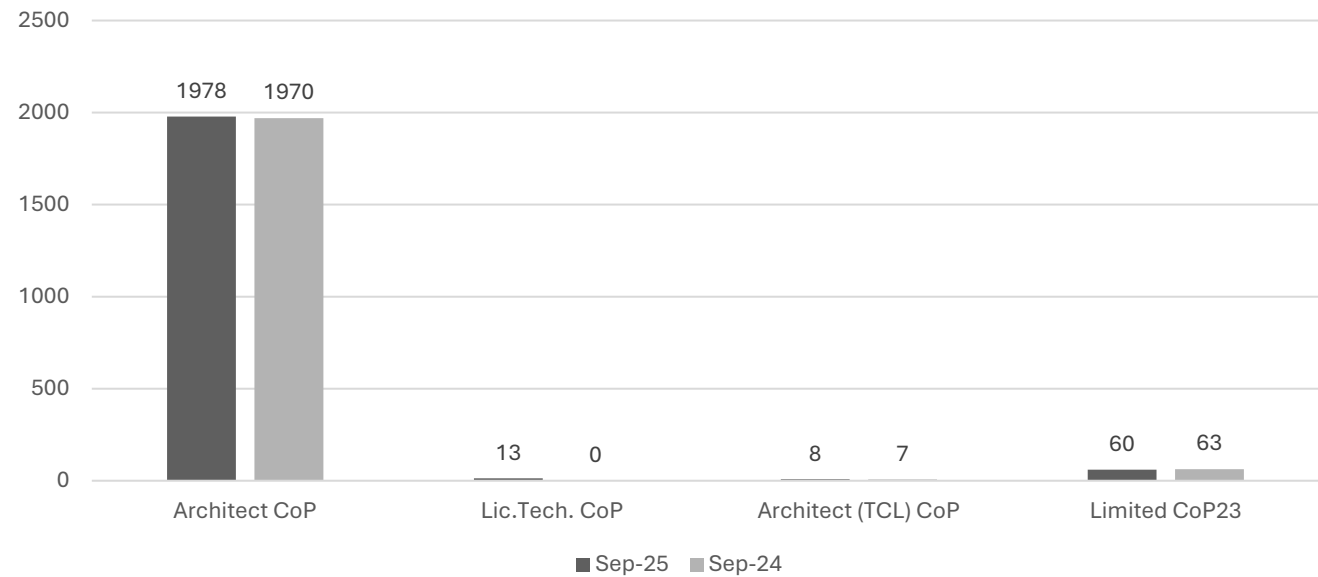
OAA Certificate of Practice Distribution as of Sept 3, 2025



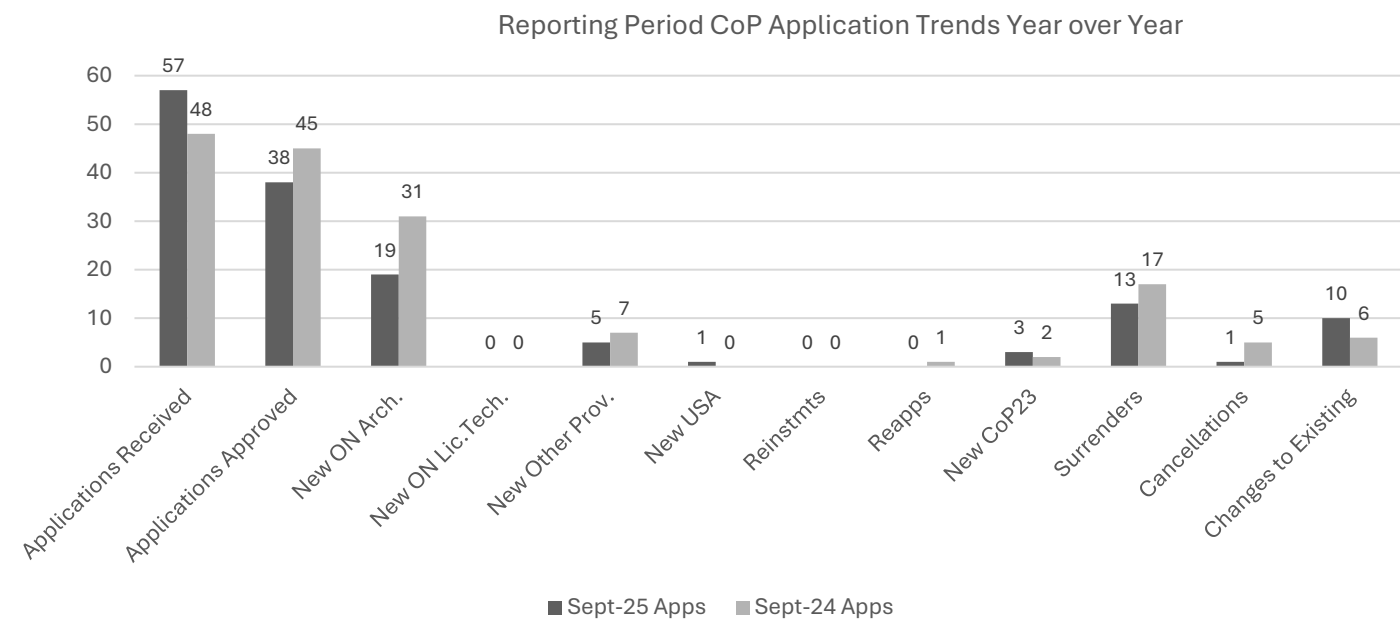
* TCL refers to "subject to terms, conditions, and limitations"

Growth in Practices

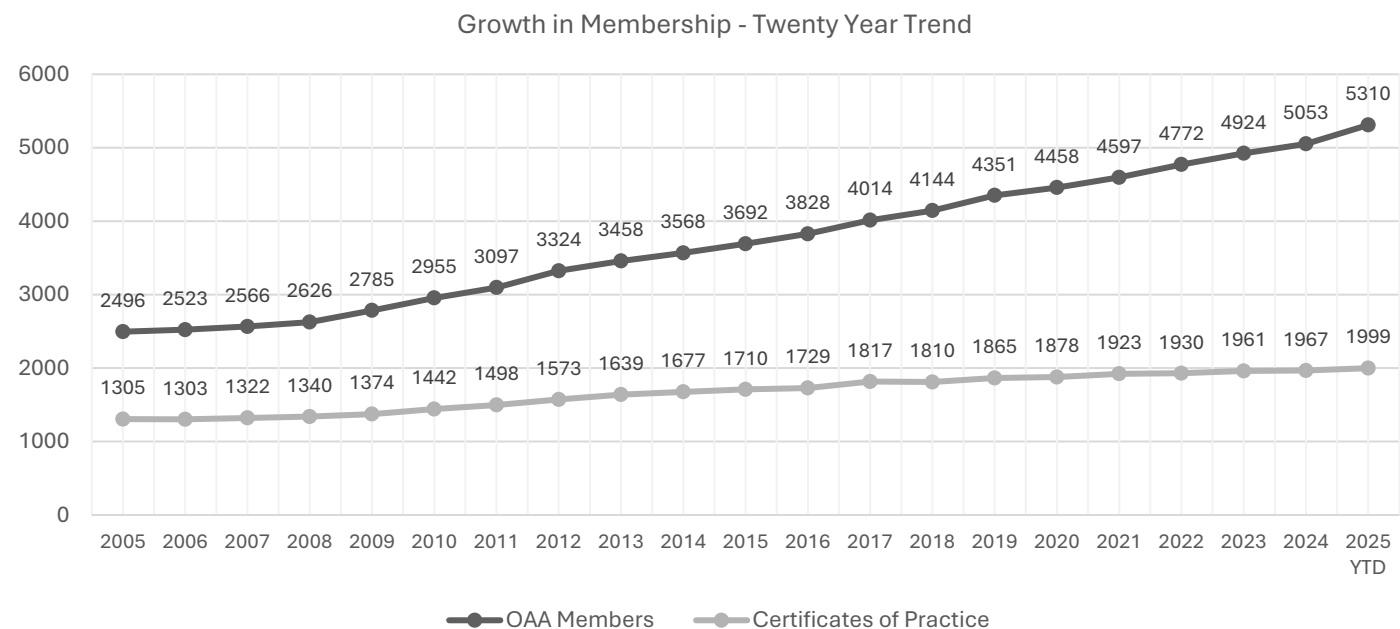
Reporting Period Growth in Practices Year over Year



Certificate of Practice Applications



Long Term Trends



Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Speigel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.4.a

From: Lara McKendrick, Senior Vice President and Treasurer

Date: September 3, 2025

Subject: **Unaudited Financial Statements for the Nine Months Ended August 31, 2025**

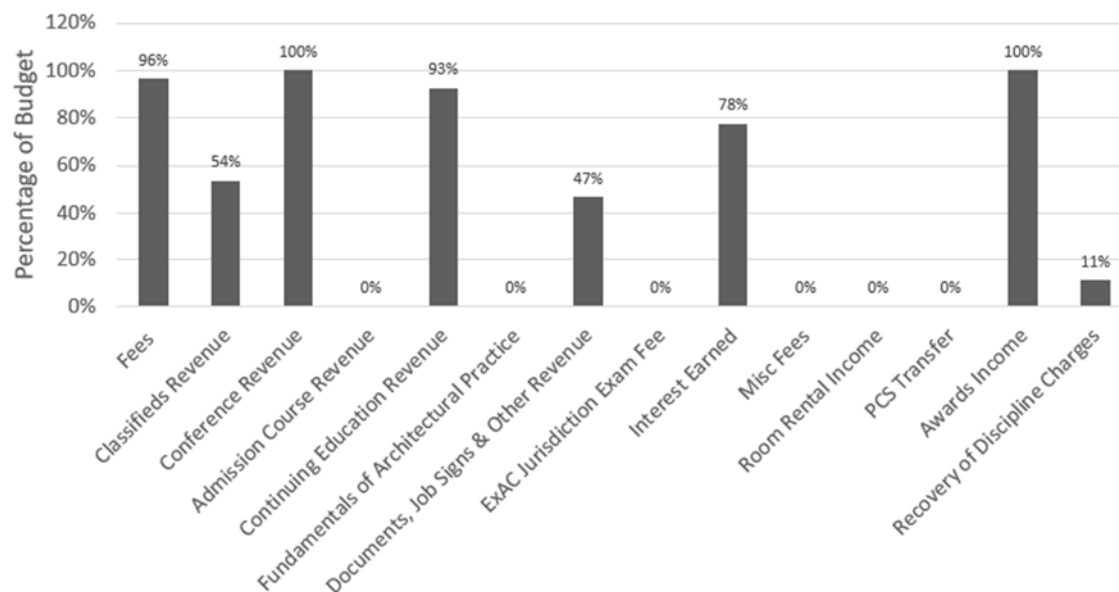
Objective: To provide Council with financial statements and related information regarding Quarter 3 of FY-2025

As appendices, this memo includes the following financial statements for your information:

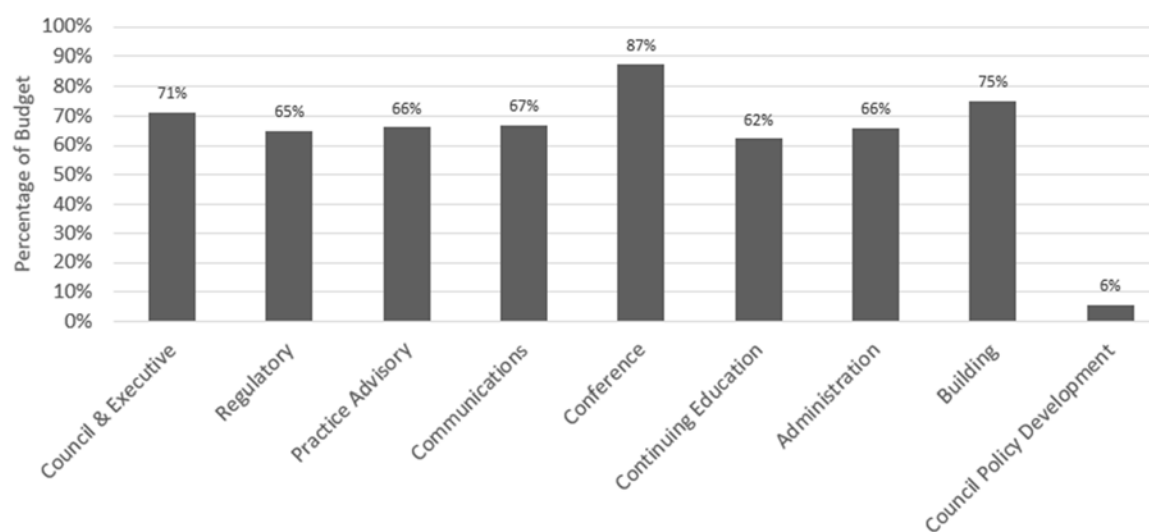
1. Balance Sheet;
2. Statement of Cash Flows;
3. Statement of Revenue and Expenses (comparing 2025 expenditures to 2024, and showing 2025 approved budget figures by category);
4. Contingency Approved vs Spent (tracking approved expenditures to be charged to Council Policy Development Contingency and available balance for the year);
5. Committee Statement expenses (shows 2025 committee budgets versus actual spending); and
6. Statement of Members' Equity (current restricted and unrestricted reserve amounts).

Financial Snapshot – Year-to-date Overview

Revenue Actual vs Budget



Expense Actual vs Budget



Policy Contingency

The total 2025 allocation for the Council's Policy Contingency is **\$136,791**.

As of August 31, 2025, Council has approved the following initiatives to be drawn from the Policy Contingency this year.

- **\$8,000** for Engagement of Survey Consultant.

Note that this amount, while approved has not yet been expensed and therefore does not appear in the summary of expenses chart above.

The remaining amount in Policy Contingency is **\$128,791**.

Additional Items of Note

As of August 31, 2025, the following are additional items of which Council should be aware.

Revenue

Fees received to date are **\$8,009,945**. This figure represents 101.6% of the budgeted annual fees revenue.

The 2025 Conference Revenue final amount is **\$705,193**, which represents 86.6% of the budgeted revenue.

Continuing Education Sessions (Webinars) revenue is currently projected at **\$65,000**, representing 47.6% of the budgeted amount. This shortfall may be due to a decrease in demand given 2025 was the start of a new Continuing Education Cycle. To help offset this impact, the OAA introduced two promotional initiatives during the summer months, which resulted in an increase in participation.

Expenses

At the end of Quarter 3, Service Areas were asked to update their Budget Projections. As a result, variances are reflected in the P&L. The most notable changes include a reduction in expenditures within the Regulatory Service Area, specifically for the Complaints Committee and Registration Committee, along with lower legal fees. This is not unusual as we close in on the end of the fiscal year for these regulatory activities.

Conference 2025 invoices and expenses have been received and processed, with the exception of a few outstanding speaker expenses estimated at \$5,000. This results in a final Conference deficit of \$232,811. Despite this shortfall, the organization's overall year-end financial position is projected to achieve a surplus of approximately **\$477,414**.

Action

None. For information only.

Attachments

Financial Statements for nine months ended August 31, 2025

ONTARIO ASSOCIATION OF ARCHITECTS
Balance Sheet

Nine Months Ended August 31, 2025

	2025		2024	
ASSETS				
CURRENT				
Petty Cash	500		500	
Cash-CIBC	355,421		350,553	
Cash-Scotiabank	0		0	
Cash-Premier Investment Account (PIA)	12,037,468	12,393,388	6,001,881	6,352,934
Term Deposits - General	0	0	4,438,717	4,438,717
Accounts Receivable	-534,679		-496,750	
Long Term Member Accounts Receivable	7,873		7,873	
NSF Cheques	2,025		2,025	
Pro-Demnity Accounts Rec.	-1,528		-617	
Accrued Interest	0		1,945	
HST - Input Tax Credits	22,805		66,581	
HST Receivable	0	(503,503)	0	(418,942)
Prepaid Expenses	152,480		125,236	
Prepaid Miscellaneous	301		150	
Inventory	8,934	161,714	9,375	134,761
Total Current		12,051,599		10,507,471
LONG TERM				
Land	470,000		470,000	
Furniture & Equipment	504,660		594,197	
Computer Equipment	2,075,663		1,889,200	
Website Development	381,165		536,082	
Building - 111 Moatfield Drive	10,939,466		10,939,466	
Building Additions	2,710,676		2,658,345	
Total Property & Equipment		17,081,630		17,087,289
Accumulated Depreciation - Furniture & Equipment	-302,511		-359,918	
Accumulated Depreciation - Computer	-1,029,483		-1,044,473	
Accumulated Depreciation - Website Development	-323,850		-489,541	
Accumulated Depreciation - Building	-2,839,485		-2,565,815	
Accumulated Depreciation - Building Additions	-1,892,674		-1,725,561	
Total Accumulated Depreciation		(6,388,003)		(6,185,308)
Net Fixed Assets		10,693,627		10,901,982
Investment in Pro-Demnity	55,846,966	55,846,966	48,137,966	48,137,966
Total Assets		78,592,192		69,547,418
LIABILITIES				
CURRENT				
Accounts Payable	2,528		613,018	
Refund Clearing	20,706		7,264	
CExAC Payable	791,052		1,979,019	
CExAC Operating Fund	18,061		-1,360,320	
RBC-LTD Clearing	-1,766		-8,428	
Stale Dated Refund	214		214	
HST Payable	19,098		14,110	
		849,893		1,244,876
Deferred Revenue - Fees	629,708		575,779	
Deferred Revenue - ConEd	67		16,926	
		629,775		592,705
Mortgage Payable - Current	48,457	48,457	48,458	48,458
Total Current		1,528,125		1,886,039
LONG TERM				
Mortgage Payable - Long Term	3,715,071		3,908,900	
Total Long Term Liabilities		3,715,071		3,908,900
Total Liabilities		5,243,196		5,794,939
EQUITY				
Members' Equity	64,696,095		56,830,696	
Major Capital Reserve Fund (Internally Restricted)	2,721,136		2,583,872	
Operating Reserve Fund (Internally Restricted)	2,959,375		2,158,751	
Legal Reserve Fund (Internally Restricted)	285,500		285,500	
Surplus/(Deficit)	2,685,891		1,893,751	
Members Equity Closing		73,347,996		63,752,570
Total Liabilities & Equity		78,591,192		69,547,510

ONTARIO ASSOCIATION OF ARCHITECTS
Statement of Cash Flows
Nine Months Ended August 31, 2025

Operating Activities:

Excess (deficiency) of revenue over expenses	2,685,891
--	-----------

Add items not involving cash:

Amortization of property and equipment	635,958
Loss on Disposal of property and equipment	
Income from investment in Pro-Demnity Insurance Company	0

Net change in non-cash working capital items:

Accounts receivable	1,166,003
Inventories	3,677
Prepaid expenses	(27,174)
Accounts payable and accrued liabilities	(84,149)
Deferred revenue	(138,773)
Major Capital Reserve Fund (Internally Restricted)	1,144,910
Operating Reserve Fund (Internally Restricted)	800,624
Legal Reserve Fund (Internally Restricted)	0

Cash flows from operating activities	6,186,966
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Financing Activities:

Mortgage Payable - Current	(145,372)
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Cash flows from financing activities	(145,372)
---	------------------

Investing activities:

Short-term deposits	4,438,717
Purchase of property and equipment	(423,834)

Cash flows from investing activities	4,014,883
---	------------------

Net increase/(decrease) in cash during the year	10,056,477
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Cash, beginning of year	2,336,911
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Cash, end of period	12,393,388
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Statement of Revenue and Expenses
Nine Months Ended August 31, 2025

	2024			2025											
	ACTUAL-YTD			ACTUAL-YTD			ANNUAL BUDGET			BUDGET PROJECTION			BUDGET VARIANCE		
	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	
REVENUE															
Fees		7,456,461	86.8%		8,009,907	88.0%		7,879,844.48	83.3%		8,309,945.00	85.9%		-430,101	
Classifieds Revenue		13,725	0.2%		8,575	0.1%		25,500.00	0.3%		16,000.00	0.2%		9,500	
Conference Revenue		618,617	7.2%		705,193	7.8%		814,462.50	8.6%		705,193.00	7.3%		109,270	
Continuing Education:											0.00				
Admission Course Revenue		0	0.0%		0	0.0%		10,000.00	0.1%		9,870.00	0.1%		130	
Continuing Education Revenue		148,053	1.7%		60,180	0.7%		136,500.00	1.4%		65,000.00	0.7%		71,500	
Fundamentals of Architectural Practice		0			0	0.0%		9,000.00	0.1%		5,348.00	0.1%		3,652	
Documents, Job Signs & Other Revenue		19,900	0.2%		24,275	0.3%		52,000.00	0.5%		52,000.00	0.5%		0	
Licensed Technologist Exam		0	0.0%		4,000	0.0%		0.00	0.0%		4,000.00	0.0%		-4,000	
ExAC Jurisdiction Exam Fee		0	0.0%		0	0.0%		128,242.80	1.4%		121,500.00	1.3%		6,743	
Interest Earned		318,350	3.7%		285,244	3.1%		367,104.93	3.9%		367,104.93	3.8%		0	
Misc Fees		0	0.0%		0	0.0%		0.00	0.0%		0.00	0.0%		0	
Room Rental Income		0			0	0.0%		10,000.00	0.1%		4,000.00	0.0%		6,000	
Pro-Dermity:		0			0						0.00				
PCS Transfer		0	0.0%		0	0.0%		3,500.00	0.0%		3,500.00	0.0%		0	
Awards Income		8,700			10	0.0%		0.00	0.0%		10.00	0.0%		-10	
Recovery of Discipline Charges		3,750	0.0%		1,125	0.0%		24,000.00	0.3%		10,000.00	0.1%		14,000	
											0.00				
Total Revenue		8,587,556	100.0%		9,098,509	100.0%		9,460,155	100.0%		9,673,471	100.0%		-213,316	
EXPENDITURES															
Council & Executive		871,517	13.0%		857,686	13.4%		1,252,171	13.2%		1,206,012	13.1%		46,159	
AGM (Annual General Meeting)		2,104			1,993			10,000.00			10,000.00			0	
Committees & Task Groups:		0									0.00				
Governance and HR Committee		10,771			2,121			35,000.00			25,000.00			10,000	
Finance and Audit Committee		0			0			0.00			0.00			0	
Construction Design Alliance Ontario (CDAO)		3,200			1,625			7,000.00			4,000.00			3,000	
Joint OAA/Ardo Task Group		0			0			0.00			0.00			0	
Miscellaneous Committee Expense		4,406			2,578			4,000.00			4,000.00			0	
OAA/OGCA Best Practices Committee		0			0			0.00			0.00			0	
Policy Advisory Coordination Team (PACT)		5,834			3,319			37,640.00			37,640.00			0	
Council & Executive		213,204			206,734			301,847.40			289,847.40			12,000	
Legal:											0.00				
Legal General		24,870			23,456			25,000.00			25,000.00			0	
Liaison With Gov't & Other Organizations		40			0			2,000.00			2,000.00			0	
National:		0									0.00				
Canadian Architectural Certification Board (CACB)		37,888			60,613			70,700.00			60,613.00			10,087	
ROAC		102,440			90,973			94,833.60			94,833.60			0	
International Relations Committee		0			206			0.00			0.00			0	
RAIC Conference		11,534			1,876			12,950.00			1,878.00			11,072	
Tri-National Agreement		0			0			0.00			0.00			0	
Salaries & Benefits Council & Exec		454,967			462,190			651,199.51			651,199.51			0	
Regulatory:		1,108,786	16.6%		972,776	15.2%		1,820,107	19.2%		1,495,830	16.3%		324,277	
Committees:											0.00				
Complaints Committee		25,420			23,873			86,716.63			60,000.00			26,717	
Discipline Committee		15,183			10,263			52,450.00			52,450.00			0	
Experience Requirements		3,658			4,034			44,760.67			20,000.00			24,761	
Fees Mediation Committee		0			0			0.00			0.00			0	
Registration Committee		161,538			1,400			120,400.00			10,000.00			110,400	
The Interns' Committee		124			0			0.00			0.00			0	
Exam for Licensed Technologist		0			4,383			0.00			2,600.00			-2,600	
Exam for Architects in Canada (ExAC) Jursidiction Administration		108,717			115,081			156,150.00			156,150.00			0	
Legal:											0.00				
Legal -Reg Amendments		3,154			8,808			50,000.00			25,000.00			25,000	
Act Enforcement		44,382			44,961			60,000.00			40,000.00			20,000	
Appeals		150			7,422			20,000.00			5,000.00			15,000	
Discipline Hearings		17,558			17,086			60,000.00			45,000.00			15,000	
Fees Mediation		0			0			0.00			0.00			0	
General		20,851			11,180			30,000.00			30,000.00			0	
Registration Hearings		3,647			602			120,000.00			30,000.00			90,000	
Salaries & Benefits - Registrar		701,306			723,684			1,019,629.84			1,019,629.84			0	
Practice Advisory:		594,091	8.9%		562,409	8.8%		856,576	9.1%		849,576	9.2%		7,000	
Legal-Practice		37,816			2,319			49,500.00			42,500.00			7,000	
Committees:		0									0.00			0	
Engineers, Architects, Building Officials (EABO)		0			0			0.00			0.00			0	
Practice Resource Committee		2,469			1,429			19,955.30			19,955.30			0	
Salaries & Benefits - PA		553,806			558,661			787,121.02			787,121.02			0	
Communications:		755,099	11.3%		758,906	11.8%		1,125,129	11.9%		1,135,144	12.3%		12,985	
Committees:											0.00				
Communications and Public Education Committee		2,232			4,353			13,455.00			8,970.00			4,485	
Internal Public Outreach Program		1,618			477			30,700.00			20,700.00			10,000	
Content Creation/Publications		6,354			8,793			17,000.00			40,000.00			0	
Cyber Security Insurance		7,745			7,745			9,292.50			9,292.50			0	
French Translation Costs		0			0			10,000.00			10,000.00			0	
Honors & Awards		63,148			47,444			67,753.00			67,753.00			0	
Public Outreach & Education		8,673			0			0.00			0.00			0	
Architectural Awareness Funds		43,119			43,993			87,000.00			87,000.00			0	
Scholarships and Awards (Trust Fund)		57,582			59,500			58,000.00			59,500.00			-1,500	
Societies:		0									0.00			0	
Society Liaison Travel		1,812			5,040			10,000.00			10,000.00			0	
Society Funding		59,685			63,450			65,000.00			65,000.00			0	
Special Program Funding		84,204			91,150			151,000.00			151,000.00			0	
Society Chairs Meeting - Conference		2,051			3,721			16,169.78			16,169.78			0	
Tradeshows and Ongoing Outreach Activities		7,500			0			0.00			0.00			0	
University Funding		10,000			15,000			25,000.00			25,000.00			0	
Web Maintenance/Hosting		30,354			34,767			38,554.67			38,554.67			0	
Salaries & Benefits - Communications		369,022			373,474			526,204.17			526,204.17			0	
Conference:		1,040,861	15.5%		1,010,897	15.8%		1,053,350	11.1%		1,156,527	12.6%		-103,177	
Conference		888,709			855,799			834,827.16			938,004.00			-103,177	
Salaries & Benefits - Conference		152,152			155,097			218,523.33			218,523.33			0	
Continuing Education:		281,519	4.2%		287,292	4.5%		460							

Statement of Revenue and Expenses
Nine Months Ended August 31, 2025

				2024			2025											
				ACTUAL-YTD			ACTUAL-YTD			ANNUAL BUDGET			BUDGET PROJECTION			BUDGET VARIANCE		
				Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total				
Depreciation	Engagement of Survey Consultant				8,000						8,000.00							
	Computer				0	635,958	9.9%						819,360	8.9%	28,583			
	Building	203,092	603,625	9.0%	241,299			321,727.90			321,727.90				0			
	Building Additions	204,936			205,119			273,486.64			273,486.64				0			
	Furniture & Equipment	99,781			133,119			177,497.87			148,915.00				28,583			
Reserves	Web	39,004			35,361			47,151.44			47,151.44				0			
		56,813			21,060			28,078.67			28,078.67				0			
			0	0.0%		0	0.0%				0.00							
	Legal Reserve										0							
	Major Capital										0							
Operating Reserve												0						
Expenditures before Extraordinary & YE Items					6,671,974			6,412,619			9,460,155			9,196,056		266,515		
Surplus(+)/Deficit(-) Before Extraordinary & YE Items					1,915,582			2,685,891			-1			477,414		-479,832		
Extraordinary & Year End Items																		
AATO Court Order Costs					21,831	0.3%		0	0.0%		0	0.0%		0	0.0%	0		
Total Expenditures					6,693,805			6,412,619			9,460,155			9,196,056		295,098		
TOTAL REVENUE					8,587,556			9,098,509			9,460,155			9,673,471		-213,316		
TOTAL EXPENDITURES					6,693,805	100.0%		6,412,619	100.0%		9,460,155	100.0%		9,196,056	100.0%	295,098		
SURPLUS(+)/DEFICIT(-)					1,893,751			2,685,891			0			477,414		-508,415		

		2025							
		BALANCE	APPROVED	ACTUAL-YTD			ANNUAL BUDGET		PROJECTED BUDGE
				Detail	Total	%	Detail	Total	Detail
									Total
Council Policy Development:		128,791	8,000		8,000			136,791	136,791
Council Policy Development Contingency									
1	Presidents Wall			0	0		136,791		128,791
2	Landscape Client Representative			0	0				8,000
3	Engagement of Survey Consultan		8,000		8,000				
4				0	0				
5				0	0				
6				0	0				
7				0	0				

ONTARIO ASSOCIATION OF ARCHITECTS
Committee Statement
Nine Months Ended August 31, 2025

	2025		
	BUDGET	BUD PROJECTION	ACTUAL
Standing Committees	106,050	91,565	6,869
Governance and HR Committee	35,000	25,000	2,121
Finance and Audit Committee	0	0	0
Communications & Public Education Committee (CPEC)	13,455	8,970	0
Practice Resource Committee (PRC)	19,955	19,955	1,429
Policy Advisory Coordination Team (PACT)	37,640	37,640	3,319
Statutory Committees	606,175	444,297	246,304
Council and Executive Committee	301,847	301,847	206,734
Discipline Committee	52,450	52,450	10,263
Complaints Committee	86,717	60,000	23,873
Experience Requirements Committee	44,761	20,000	4,034
Registration Committee	120,400	10,000	1,400
Fees Mediation Committee	0	0	0
Practice Review Committee (Mandate Fulfilled by PRC see above)	n/a	n/a	n/a
Discretionary Committees	147,000	147,000	101,507
Building Committee	147,000	147,000	101,507
Interns Committee	0	0	0
Operational (Staff-led) Committees	0	0	0
Continuing Education Advisory Committee	0	0	0
	859,225	682,863	354,680

ONTARIO ASSOCIATION OF ARCHITECTS
Statement of Members Equity
Nine Months Ended August 31, 2025

Members Equity Year to Date (YTD)

Total Members Equity	
Less: Current YTD Surplus from P&L	
Less: Allocated Reserves (Restricted)	
Legal Reserve	
Major Capital Reserve	
Operating Reserve	
Less: Pro-Demnity Insurance	
Less: Property & Equipment	
YTD Unrestricted Members Equity Available for Allocation	
Remaining Unrestricted Members Equity 2025 YE	

Detail	Total
	73,347,996
	2,685,891
	5,966,011
285,500	
2,721,136	
2,959,375	
	55,846,966
	6,930,098
	1,919,031
	1,919,031

Any Surplus or Deficit at Year End is transferred to the Members Equity. Council determines at Year End the portion of Unrestricted Members Equity to be allocated to the restricted reserves.
The Finance & Audit Committee provides recommended amounts to transfer to Restricted Reserves during the budgeting process in the fall.

Major Capital Reserve Fund

History:

In 2014 the Building Reserve Policy was formalized and issued "to provide a source of sustained funding for Capital Maintenance and Repair as well as Capital Improvements that cannot be otherwise funded in a single budget year through the OAA's existing annual operating budget for repair and maintenance of the building."

Operating Reserve

History:

In 2014 the Operating Reserve Policy was issued to "ensure the stability of the mission, programs, employment, and ongoing operations of the organization in the event of a sudden or unexpected negative change in revenue that would affect the provision of services to members."

Legal Reserve

History:

The legal reserve fund was established in 2017 to set aside funds for years during which unusually high legal costs arise as was the case in 2017.

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
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Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.5.a

From: Communications and Public Education Committee (CPEC)

Susan Spiegel, Vice President & Chair	
Mariella Amodio	Pearl Chan
Kurtis Chen	Jon Hobbs
Carl Knipfel	Elaine Mintz
Brigitte Ng	

Date: September 3, 2025

Subject: General Update from the Communications & Public Education Committee

Objective: To provide an update on CPEC initiatives since the May Council meeting.

The Communications & Public Education Committee (CPEC) provides oversight and advice for consideration by Council and OAA staff on public education and outreach activities in direct response to the secondary objects of the Association as set out in the *Architects Act*:

To establish and maintain or to assist in the establishment and maintenance of classes, schools, exhibitions, or lectures in, and to promote public appreciation of, architecture and the allied arts and sciences.

More specifically, the Committee focuses its efforts to advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of society as experienced through a sustainable, resilient, and durable built environment.

Special Project Funding

The Committee met virtually on August 8 to review applications for funding from the Local Architectural Societies, with the goal to allocate \$42,350 (\$38,000 + \$4350 remaining from Round 1) to projects that respond to the secondary objects noted above. All Societies who applied received at least partial funding for upcoming projects. The funds were allocated as follows:



Hamilton/Burlington (HBSA)	Ontario Heritage Conference 2026	\$5,000.00
North Bay (NBSA)	Kid Kits – The Three Little Pigs and The Climate Challenge	\$5,050.00
Northern Society (NOSA)	BEA(North) Talks	\$6,000.00
Windsor Region Society of Architects (WRSA)	Bike Windsor Essex, Winter Wheels	\$3,000.00
	Windsor Public Library Initiative	\$1,800.00
London Society of Architects (LSA)	Nuit Blanche London	\$5,000.00
Toronto Society of Architects (TSA)	Brutalism in Film Trivia Night as part of the Architecture and Design Film Festival: Toronto	\$4,000.00
	Expanding the TSA Guide Map: Documenting Beyond Toronto	\$4,750.00
	Milestone Celebration + Intern Architect Engagement Session	\$2,000.00
	Exhibit at Pride Toronto 2026: Evolution of Toronto's Queer Spaces	\$5,750.00

As part of the discussion, the Committee also reviewed and considered areas of possible improvement to the application, administration, and evaluation processes. In particular, the Committee agreed that there is some ambiguity in the current criteria; the program would benefit from more clarity about the intentions of the funding and what types of projects would be eligible, especially whether projects focused on the profession and/or member competency could be captured under this program.

The Committee requested that staff take comments from the August meeting and develop a set of recommendations for review at their October meeting. From there, the Committee will seek clarification and final approval from Council in November.

Keynote Selection

As per their Terms of Reference, CPEC is tasked with selecting the annual virtual keynote to launch registration for OAA Conference. OAA staff presented a shortlist of candidates for consideration and the Committee selected **Colin Ellard** as the 2026 Keynote Speaker.

Speaker Biography

[Colin Ellard](#) has worked as a cognitive neuroscientist for more than three decades and is **one of the world's foremost experts in the application of psychology and neuroscience to architectural and urban design.**

“I am interested in how the organization and appearance of natural and built spaces affects movement, wayfinding, emotion and physiology. My approach to these questions is strongly multidisciplinary and is informed by collaborations with architects, artists, planners, and health professionals. Current studies include investigations of the psychology of residential design, wayfinding at the urban scale, restorative effects of exposure to natural settings, and comparative studies of defensive responses. My research methods include both field investigations and studies of human behaviour in immersive virtual environments.” – Colin Ellard

A professor emeritus at the University of Waterloo, Ellard is a much sought-after keynote speaker and has served as a consultant to a range of types and sizes of organizations, including governmental agencies, museums, NGOs, architectural firms, and urban design teams. He also designs bespoke experiments to inform design decisions using both psychological and biometric tools.

Jury Shortlist Selection

In anticipation of the 2026 OAA Awards season, CPEC members generated a shortlist of candidates for both the **Design Excellence** and **Service Awards juries**.

OAA staff solicited recommendations from CPEC and Council members in advance and the Committee reviewed candidates based on several criteria including previous jury experience, personal references from the nominator, and professional/volunteer history. The Committee also reviewed overall jury composition through an equity, diversity, and inclusion lens to ensure a variety of perspectives, including experience, geography, and personal identity would be represented. In addition, a jury facilitator was identified for each jury—someone familiar with OAA programming and also skilled in collaboration and consensus-building.

OAA staff are reaching out to gauge interest and availability of those individuals identified by the Committee. Participation requires considerable commitment and those who sit on the jury must forego the opportunity to compete in the award competition; it is understood that not all those who make the shortlist will accept the invitation. Once the juries are finalized, names will be shared with Council. The hope is the jurors will be secured in advance of October’s call for proposals to generate interest among potential applicants.

The Committee also noted a few procedural recommendations to improve the review process – namely, nominators will be asked to submit a brief rationale for any nominees to ensure the Committee has sufficient information on which to base their decision.

9/10 Curriculum Teacher Supports Review

In mid-July, the **Ministry of Education’s Curriculum, Assessment and Student Success Policy Branch** reached out to the OAA regarding new secondary school Technological Education curriculum. On May 29, 2024, the Minister of Education issued a new [Grades 9 and 10 Technological Education curriculum](#) for mandatory implementation. This curriculum includes two new courses: Technology and the Skilled Trades, Grade 9, and Technology and the Skilled Trades, Grade 10.

To support the delivery of the Grades 9 and 10 Technological Education curriculum, the ministry developed optional teacher supports, including examples and instructional tips, that illustrate how students may achieve the learning outlined in the mandatory course expectations. Teacher supports are designed to help educators plan their work in the classroom, but they are not a mandatory component of the curriculum.

The ministry invited the OAA to engage in a factual review of these teacher supports.

The OAA accepted this invitation since the skills and competencies to be developed in these courses are relevant to students who may one day enter the profession. With support and input from the CPEC Chair, OAA staff reviewed the materials for accuracy and provided suggested content additions to expand the visibility of architecture within the materials. The OAA also offered to be a resource should the Ministry require any further subject matter expertise on the architecture profession in Ontario.

PACT x CPEC Big Think

PACT and CPEC members met on July 7, 2025, for a Big Think discussion about the 2024 Altus report that highlights the economic impact of the architecture industry in Ontario. The Big Think was very successful and an outreach work plan was developed outlining target audiences, key messages, and communications tactics to be leveraged. The outreach plan can be viewed in the attached.

Other Items For Information

- Under CPEC's advisement, the OAA **renewed its agreement with [Chatterhigh](#)** – a high school career exploration platform – and is working with Chatterhigh staff to develop content of greater interest to grade 9 -12 students.
- With input from CPEC, the OAA launched a **redesigned [homepage](#)** focused on ease of navigation and foregrounding priority content.
- The **[OAA Podcast](#)** continues to build its audience and reached the milestone of **5000 downloads** on audio platforms, with over 3600 views on YouTube.

Action

None. For information only.

Attachments

Outreach Work Plan - Economic Impact of the Profession.docx

PACT x CPEC Big Think

Raising Profile of the Economic Impact of the Architecture Industry

Goal	<p>To expand public awareness of a recent report funded by the OAA whose findings indicate the entire architecture industry (including design and construction) is responsible for 17% of Ontario’s GDP.</p> <p>This collaborative task group examined tactics through the lens of the OAA Public Outreach Plan to align with current public outreach priorities.</p>
Terms of Reference	<p>PACT</p> <p>“Provide advice for consideration by Council and OAA staff on specific issues and concerns that are policy and/or government focused, i.e. require discussions with various levels of governments: cities, municipalities, and provincial. The committee will identify emerging policy issues within the industry specifically related to the practice of architecture in Ontario and coordinate the advancement of those issues in order that the profession has fair and transparent conditions in which to operate in order to protect the public interest.”</p> <p>CPEC</p> <p>“Provide input and direction on the proposed outreach strategy to educate the public about the role of architecture in creating the built environment and its impact on society including through the objectives and lenses of the strategic plan including EDI, Climate Action and Truth & Reconciliation”</p>
OAA Strategic Priority Alignment	<p>Public Education: Advance the public’s understanding and recognition that architecture is integral to the quality of life and well-being of our society as experienced through a sustainable, resilient, and durable built environment.</p>
Climate Action	<p>Advance the position that good architecture is vital to creating resilient communities that respond effectively to climate change.</p>
EDI Awareness	<p>Advance the position that good architecture is essential to fostering inclusive spaces where everyone’s quality of life is enhanced.</p>
Target Audiences	<div><div><div><div>1. Government:</div><div><div>- Municipal and provincial government leaders via their key information sources (i.e. strategic advisors)</div><div>- municipal officials</div></div></div></div><div><div>2. Client Groups</div><div><div>- developers</div><div>- insurance providers</div><div>- procurement professionals</div></div></div><div><div>3. Potential collaborators with shared goals</div><div><div>- Local Societies</div><div>- Quality in the Built Environment group</div><div>- ROAC/other architecture regulators</div><div>- Consulting Professional Engineers (whose services reside in the construction sector)</div></div></div></div>

	Task/Activities <i>Briefly describe specific tactics to engage the target audiences identified.</i>	Outcomes/Success Measures <i>For each task, identify its outcomes and related success measures.</i>	Key Messages <i>For each audience, identify the key message(s) to be communicated.</i> Everything framed as “for the public interest”.
Audience 1: Government	Develop and distribute a 1-pager of the report; create an analogous page on the website	Number of requests for OAA to comment/weigh in	<ul style="list-style-type: none"> - Good architecture is essential, not a luxury - Architecture is essential to Ontario’s economic health - Good architecture requires regulated professionals - Good architecture is a good return on investment (i.e. good architecture is climate resilient)
	Expand Queen’s Park Picks <ul style="list-style-type: none"> - Leverage social and traditional media channels - Work with Local Societies to promote local, community-focused buildings on a regular basis - Continue QPP throughout the year through highlight reels or other serialized content - Travelling exhibition beyond Queen’s Park 	Consistency/regularity/repetition	<ul style="list-style-type: none"> - Architecture is for everyone - Architecture is not a luxury service - Architecture is more than just aesthetics - Good architecture contributes to well-being - Good architecture reflects the needs and interests of people - Architecture is an essential part of the public realm, identity, and character of place – desirable places promote and preserve great architecture
Audience 2: Client Groups	Create or source a webinar/presentation/video and invite: <ul style="list-style-type: none"> - Developers - Insurance providers 	Number of viewers	<ul style="list-style-type: none"> - Good architecture requires regulated professionals - Architects are qualified to create safe and inclusive spaces - Good architecture mitigates risks (climate, fire/flood, health + safety, etc) - Good architecture responds appropriately to context, saving time and money throughout the design and construction process - An architect adds value - Good architecture depends on good/educated clients - Good architecture creates a discussion/dialogue about the value of architecture
	Connect with CDAO to align our messaging on these findings - “Procurement Day”	Number of attendees	
Audience 3: Collaborators + Broader Public	Social media – “discussion” based <ul style="list-style-type: none"> - LinkedIn - Instagram 	Number of engagements	<ul style="list-style-type: none"> - Connect to “buy Canadian/buy local” sentiment - connect the dots with pressing issues and the impact of the profession (i.e. trade war, weather events, supply chains) - inform public about the GDP value of the architecture industry in Ontario
	Traditional media – newspapers/magazines	Number of earned media engagements	

Memorandum

To: Council

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Marek Zawadzki	

FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.5.b

From: Governance and HR Committee

Lara McKendrick, Chair, SVP & Treasurer	Ted Wilson, President
Settimo Vilardi, IPP	Susan Speigel, Vice President
Elaine Mintz, LGIC	Michelle Longlade, LGIC

Date: September 4, 2025

Subject: Update from OAA Governance and HR Committee

Objective: To provide Council with an update regarding recent activities of the Governance and HR Committee.

The Governance Committee met on September 4, 2025. This memo summarizes the priority items discussed at the meeting.

Act Modernization

The Committee received an update from the Registrar and Executive Director regarding the work plan for the Act Modernization project. This included a review of items identified during the audit process and categorization of which type of knowledge sources (Council, legal, and other stakeholders) are required to provide input for various components of the project. Regular updates will be provided to Council on an ongoing basis. At specific milestones, such as the Annual Planning Session, Council review and input will be requested.

OAA Society Finances and Governance

The Committee reviewed the draft of the new Financial Policy for Societies, which is now being shared with Society Chairs for their input. The final draft will be presented to Council in November for approval. The Committee also discussed additional policies related to society governance, which will be discussed further at the next Governance Committee meeting.



Member and Practice Survey

The comprehensive survey of both Members and Practices will be launched on September 9, 2025. A survey consultant, [Innovative Research](#), has been selected. A Council Working Group has been working throughout the summer to finalize the survey questions. The Council Working Group is comprised of Councillors Speigel, Yeung, Richter, Ardiel, Alkasawat, and Zawadzki. Interns and students have also been engaged in the process. Please encourage participation in these surveys.

Normally, at this time, the OAA would start to prepare for the bi-annual EDI survey. Since the focus for this year is on the comprehensive surveys, the EDI survey will be postponed for a year.

Council Dates 2026

The Committee reviewed the proposed dates for the 2026 Council meetings and annual general meeting of members. See separate agenda item within this Council package.

Annual Planning Session

The Committee discussed the preliminary format and agenda for the Council's Annual Planning session in 2026. The Committee will review a more detailed agenda later this fall.

New Council Member Orientation and Training

The Council Governance Manual is an integral part of the orientation of new members of Council. The Manual also serves as the key resource for Council's ongoing governance training. The Committee did a high-level review of the Manual and confirmed the contents.

The Committee has reviewed some ideas regarding the ongoing Council training, including those that will be part of the Annual Planning Session. The Committee continues to recognize the importance of ongoing training for Council to meet our legal obligations.

Workforce Planning and HR Updates

The Committee received the usual updates regarding workforce planning for the OAA.

Action

None. For information only.

Attachments

None

Memorandum

To: Council

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FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.5.c

From: Building Committee

Lara McKendrick, Chair, SVP & Treasurer
Thomas Yeung, Vice President
Sheena Sharp, Member-at-Large

Date: August 7, 2025

Subject: Update from OAA Building Committee

Objective: To provide Council with an update on the activities of the Building Committee

The last Building Committee meeting was held on Aug 5, 2025.

Landscape Project

The design continued to be refined based on feedback from the June Council Meeting for the Landscape Project. The Committee received an update on the status of the Landscape Project from the OAA Team, which includes Building Committee Chair, Lara McKendrick, and Client Advisor, Joe Lobko, along with Executive Director, Kristi Doyle, and COO, Kathy Armbrust. Based on the refinement of the design, updated pricing has been provided by Somerville. The Building Committee supports the updated design and pricing. The revised budget is being considered by the Finance & Audit Committee prior to it being advanced to Council for final review and approval.

OAA Presidents Wall

A ribbon-cutting ceremony and Indigenous-inspired lunch were held on June 19, 2025, to officially celebrate the new Wall and acknowledge the work of the Past Presidents. [Past Presidents](#) participated in the ceremony and provided positive feedback on the Wall.

Facility Assessment

It has been approximately five years since [OAA HQ's Renew and Refresh Project](#) was completed. With the agreement of the Building Committee, Staff are currently conducting a facility assessment in collaboration with WSP and Architect David Fujiwara to ensure that the preventative maintenance measures remain effective.

Action

None. For information only.

Attachments

None

Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
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FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.5.d

From: Thomas Yeung, Vice President & PRC Chair

Date: September 9, 2025

Subject: Practice Resource Committee (PRC) - Update.

Objective: To update Council on Practice Resource Committee (PRC) activities.

Activities Report – Practice Resource Committee (PRC)

Practice Resource Committee had its fourth meeting of 2025 on Thursday, September 4. The meeting was conducted virtually and focused on the following key items:

General Updates:

Members were briefed on the June Council meeting and provided a reminder about the upcoming Council elections, call for Committee volunteers, etc.

Staff provided a brief update on the [CSA Access Program](#) for the 2025-2026 period, including a reminder to the membership on signing up in the upcoming Practice Advisory Newsletter. PRC was encouraged to provide any recommendations for additions to the collection for consideration.

PRC was encouraged to bring forward ideas of topics for the [Practice Advisory Newsletter](#). The next edition is to be circulated at the end of September 2025. The final one for 2025 is scheduled for late November.

Amendments to the *Construction Act*: Earlier this year, PAS, with the support of Policy & Government Relations (PGR) service area, started work on amendments to OAA resources, in particular the PT.10.0 series as well as the OAA Contracts & Guides. The project is currently on hold as we await additional details on updates to the regulations under the *Construction Act*. Committee was made aware of the recently launched public consultation on the [Regulatory Registry](#).



IO Suppl. Conditions to OAA 600-2021: Refer to June 2025 letter "[OAA, ARIDO, and ACEC-Ontario Write to Infrastructure Ontario](#)". As of this writing, a formal response from IO is yet to be received.

Document Development and Maintenance

OAA/OGCA Take Over Procedures (Document 100):

Refer to Council memo entitled "*Updates to OAA-OGCA Document 100-2018 (OAA-OGCA Take-Over Procedures CA)*" (September 9, 2025) from Vice President & Chair, Practice Resource Committee.

Resources Impacted by the 2024 OBC

As per the 2025 Work Plan, PRC will continue to support the review of the 2024 OBC impacted Practice Tips, including the code data matrices (if needed). Refer to the December 2024 Council memo entitled "*OAA Document Maintenance - Practice Tips Impacted by OBC 2024*" for reference.

Updates to Practice Tip [PT.36.3 \(OBC SB-12\)](#) – refer to Council memo entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.36.3* (September 9, 2025)

Updates to Practice Tip [PT 36.1 \(Energy Modelling\)](#) (OBC Impacted Resource) – PRC was presented a proposed outline for their feedback to guide the work of an Advisory Group this fall. As the content of the PT has not been updated since originally published in 2016, the proposed outline aims to align the resource with current practice and identify key issues related to the use of energy modeling.

Updates to Practice Tip [PT.38 OBC Part 5, Environmental Separation - Durability](#) (OBC Impacted Resource) – Pro-Demnity has provided their feedback on the latest drafts in mid-August, which includes the suggestion that the continued use of the template in Attachment 1 – Sample Durability Letter may no longer be necessary. Staff are reviewing the comments and continue to work on updates for discussion later this Fall.

Various OAA Documents – Work in Progress (refer to Attachments)

Below is a short list of other documents reviewed at PRC at September meeting:

- Updates to Practice Tips related to CCDC 5A, 5B, and 17 (Construction Management): Staff, with the support of legal counsel and input from Pro-Demnity, has started working on updates on Practice Tips in the [PT.23.0 Series](#) impacted by the June 2025 updates to the related CCDC Contracts. PRC was also given a brief update on the pending introduction of the Canadian Construction Association (CCA)'s new [SignaSur](#) platform.
- Updates to [PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts](#) – refer to June memo entitled *OAA Document Maintenance: Updates to Practice Tip PT.39.1* (June 10, 2025): The next phase of work has started on the resource. PRC had the opportunity to discuss different options for organizing the material to help with the usability of this lengthy resource. Committee members raised ongoing prevalence of problematic language in RFPs and the need to continue client/procurement education.

- Updates to [Practice Tip PT.12 Residential Clients](#) – in progress: PRC has been invited to review and provide feedback on suggested edits to this resource originally published in 2009. Feedback was received and discussion revolved around the tone/audience, with an opportunity to include additional external resources. The Committee agreed this is an important resource. PAS will review the feedback this fall.

Other general practice topics/Emerging Issues discussed:

Use of AI in practices: The PRC and PAS continued the conversation on the use of AI in practice and the impact on practices. PRC was encouraged to share articles that may be added to the article “[Artificial Intelligence Tools and your Practice: List of Resources](#)” originally published in Issue 37 of Practice Advisory Newsletter.

Document Maintenance: [PT.17 Lending Institutions – Architect's Certificates](#): Last updated in 2009, Practice Tip PT.17 is being reviewed in anticipation of future edits. The topic surfaces on the Practice Hotline from time to time. PRC did not have major concerns about the content and was supportive of exploring inserting language to encourage members to create early awareness among clients around risks of signing letters of undertaking.

Action

None. For information only.

Attachments

None.



Memorandum

To: Council

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FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 6.5.e

From: Settimo Vilardi, Chair, Policy Advisory Coordination Team (PACT)

Toon Dreessen	Ibrahim El-Hajj
Sara Jordao	Mary Ellen Lynch
Cory Stechyshyn	Ted Watson

Date: September 8, 2025

Subject: Update on the Policy Advisory Coordination Team's (PACT) work.

Objective: To update Council on PACT's ongoing work.

PACT met last on June 18, 2025, and will meet again on September 9. The June 18 meeting was a special edition where PACT selected the 2025 Queen's Park Picks. More details about PACT's work is detailed below.

- **Big Think with CPEC:** PACT and CPEC members met on July 7, 2025, to have a Big Think discussion about the 2024 Altus report that highlights the economic impact of the architecture industry in Ontario. The Big Think was very successful, and a public outreach plan was developed. PACT will review the plan for any final comments at its meeting on September 9.
- **2025 Queen's Park Picks:** At its meeting on June 18, PACT officially selected the top nine QP Picks for this year! There was thoughtful discussion about the 55 nominations received and how each one connected to the conference theme, "*Reshaping Communities*". The consultant continues to research and prepare the exhibition boards; staff look forward to seeing the final products.

Currently, the Attorney General, the NDP Critic to the Attorney General, and the Leader of the Ontario Green Party are confirmed to provide remarks at the event.



This year's event is scheduled to take place at the Main Legislative Building at Queen's Park in Toronto on October 21 from 5:30 – 7:00 p.m.

Council members are welcome to attend and may contact [Sara](#) or [Elizabeth](#) to RSVP and for more details.

- **Bill 2, *Protect Ontario Through Free Trade Within Canada Act, 2025*:** On April 16, 2025, government introduced Bill 2, *Protect Ontario Through Free Trade Within Canada Act, 2025*. On June 5, 2025 the Bill passed and is expected to create new opportunities for job creation and investment attraction, supporting economic integration across Canada and cutting costly and unnecessary red tape to help protect and grow Ontario and Canada's economies.

On September 1, 2025, the Minister of Labour, Immigration, Training and Skills Development announced the "As of Right" regulations under Bill 2 will come into effect January 1, 2026. These regulations will allow applicants to be "deemed certified" and work for up to 6 months while completing their full application to register with the Ontario regulatory authority for their occupation. The full press release from government can be read [here](#). OAA Executive Director and Registrar continue to liaise with representatives of the Ministry of the Attorney General on this file to ensure clarity and understanding in terms of the impact as it relates to the practice of architecture in Ontario and the *Architects Act*.

- **City of Toronto Rental Renovation By-Law:** As part of Bill 97, Helping Homebuyers, Protecting Tenants Act, 2023, amendments were made to the *Residential Tenancies Act* and introduced requirements for a "qualified professional" to write a report that renovations to a unit are so extensive, the tenant must move. While the province has not yet enacted regulations to bring these measures into force, cities across Ontario are beginning to introduce renovation by-laws of their own.

The City of Toronto introduced a rental renovation by-law in effect as of July 31st. The By-law defines a "qualified person" as a person licensed by the OAA or the PEO. More details about the Rental Renovation By-Law can be found on the City of Toronto's [website](#).

Action

None. For information only.

Attachments

None.



Memorandum

To: Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
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FOR COUNCIL MEETING
September 18, 2025
(open)
ITEM: 7.1

From: Melanie Walsh, Manager, Finance

Date: September 4, 2025

Subject: Debrief on Conference 2025 - Ottawa

Objective: To provide Council with a summary debrief regarding Conference 2025 held in May in Ottawa.

The 2025 OAA Conference, *Reshaping Communities*, was held at the Westin Ottawa, May 14-16, 2025. The event welcomed more than 500 participants from the architectural profession and related fields to network, celebrate, and examine how evolving built environments respond to societal change. Key topics included urban revitalization, adaptive reuse, inclusive design, Reconciliation, and the integration of built and natural environments.

In total, 576 individuals registered for the Conference.

Each registered delegate received a post conference survey immediately following the event. 65 individuals responded. Survey feedback reflected a strong participant experience:

- **94%** rated the overall Conference experience as good or excellent.
- **91%** rated the Continuing Education programming as good or excellent.
- **84%** rated the Experiential Learning opportunities as good or excellent.

As always, the Conference Team has reviewed the detailed feedback to understand specific aspects of the Ottawa event that were well received and also identify areas of improvement for future conferences.

Financial outcome:

Delegate registration generated \$400,193 in revenue and more than 50 sponsors also supported the event, contributing an additional \$305,000. Combined, total revenues reached \$705,193.

As of September 5, total expenses for the Conference amounted to \$938,004, slightly above the projected budgeted of \$925,759 prior to Conference. Including an estimated \$5,000 in outstanding speaker expenses, the final net result is a deficit of \$232,811. As a reminder, the original Conference budget had been established with a slight deficit of \$20,365.

As 2025 marked the final year of contracts signed prior to the pandemic, several costs remained fixed and could not be renegotiated leading up to the event. This included the Westin Ottawa, which due to less than expected 'pick-up' of the required hotel room block, the OAA faced an attrition charge of \$86,387. However, through negotiations led by the Executive Director and Manager of Finance, the OAA was able to mitigate this cost and the attrition charge was reduced to \$50,000.

Overall, it is anticipated that the Conference deficit can be covered by a year end surplus in the OAA operating budget. As at August 31, 2025, including the final Conference revenue and expenses, the OAA is projecting a year end surplus of \$266,633. This is being monitored in consultation with the Senior Vice President & Treasurer.

Despite this financial shortfall, the 2025 Conference was widely recognized as a success, with strong participation, robust sponsorship, and highly positive feedback. The OAA staff team and MCC Destination Management will carry forward these insights and lessons learned into planning for the 2026 Conference.

Historical Overview of Conference Costs

	2025	2024	2023	2022	2021	2020	2019	2018	2017
LOCATION	Ottawa	Niagara	Sudbury	Toronto/ hybrid	Virtual	Cancelled due to COVID	Quebec City	Toronto	Ottawa
Total Attendees	557	711	331	653	1056	0	653	1458	1474
Total Revenue	705,193	721,195	378,442	628,109	111,420	0	629,546	1,106,077	53,131
Total Expenses	933,627	1,071,874	537,109	942,132	140,871	211,270	810,069	1,039,140	42,110
Surplus(+)/ Deficit(-)	-228,434	-350,679	-158,667	-314,023	-29,451	-211,270	180,523	66,937	11,021

Action

None. For information only.

Attachments

Conference Survey Results as Prepared by MCC

MCC

EVENT REPORT

OAA Conference 2025 | Reporting & Survey Feedback Summary

Effective: **September 8, 2025**

MCC DESTINATION
MANAGEMENT
A GLOBAL DMC PARTNER

**Global
DMC
Partners**

MCC

VIRTUAL KEYNOTE OVERVIEW

PROGRAM IN REVIEW

Data Analysis | Survey Feedback



1,033

total registered

838

total unique viewers

81.1%

registrant to viewer conversion rate

*Last in-person attendance was 2019 where audience was 379.
(65% of the overall Conference audience)*

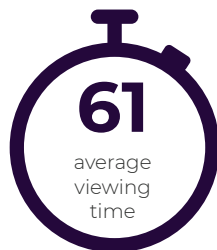
2024 Virtual Keynote Attendance: 824

*Overall, webinar conversion rates into live webinar attendees is about **35%** on average.**

**Based on 2022 Event Industry Webinar Benchmarks*

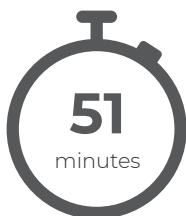
Your Event Performance

Average viewing time for webinar attendees



Industry Comparisons

Average viewing time for webinar attendees*



Audience Engagement | Questions

your event

industry comparisons

18

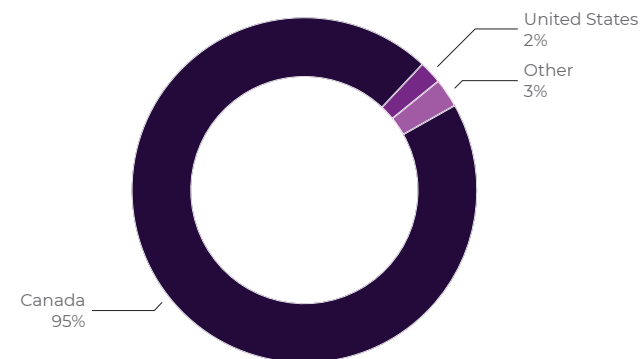
total number of questions asked

14

average number of webinar questions*

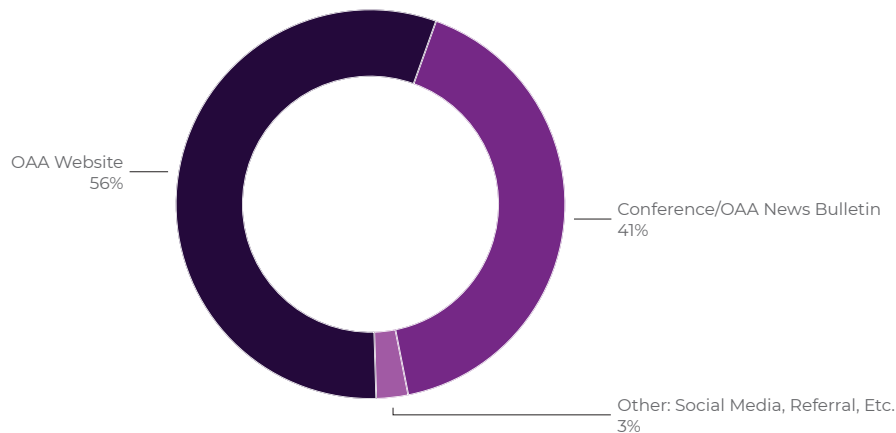
**source: ON24 2024 Webinar Benchmarks Report*

Audience Attendance by Location



*Aside from **Canada** and the **United States**, attendees logged in from such countries as **Benin, China, Colombia, France, Germany, Greece, India, Italy, Mexico, Netherlands, Serbia, Turks and Caicos Islands, United Arab Emirates, and United Kingdom.***

Key Communications Vehicles for Information Related to Event



97%
of attendees heard about the event from Bulletins or the website.

Preferred Event Delivery Format

94.6%
of attendees prefer a virtual event format before Conference.



MCC

IN-PERSON CONFERENCE OVERVIEW

PROGRAM IN REVIEW

Data Analysis | Survey Feedback*

*Please note, in 2025, the overall response rate to the survey was significantly lower than in past years. Therefore, the sample size is smaller and may not accurately reflect the sentiments and views of all attendees. We share this data to gain understanding of some attendee views.

Key Benchmarks | In-person Conference

Based on Registration Database & Historical Data

576

total unique members registered

additional to registered

47

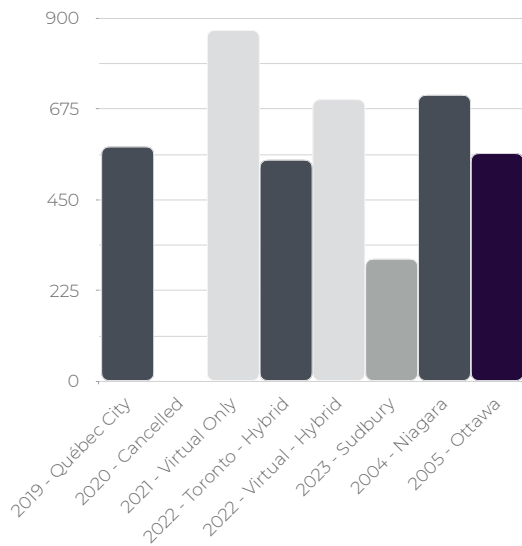
non-member speaker experts

112

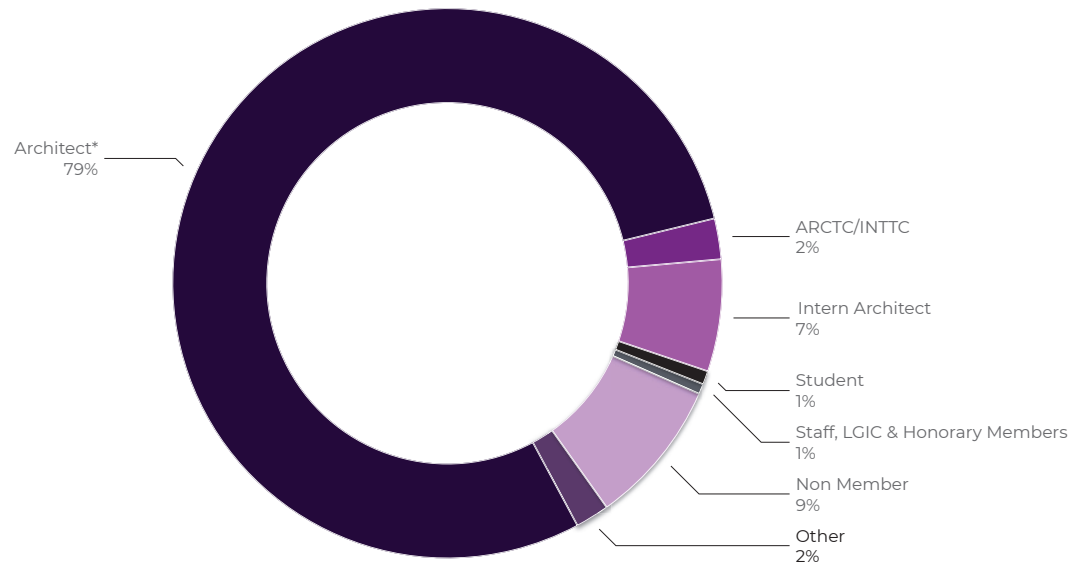
sponsors (non-members)

735

grand total in system and outside system



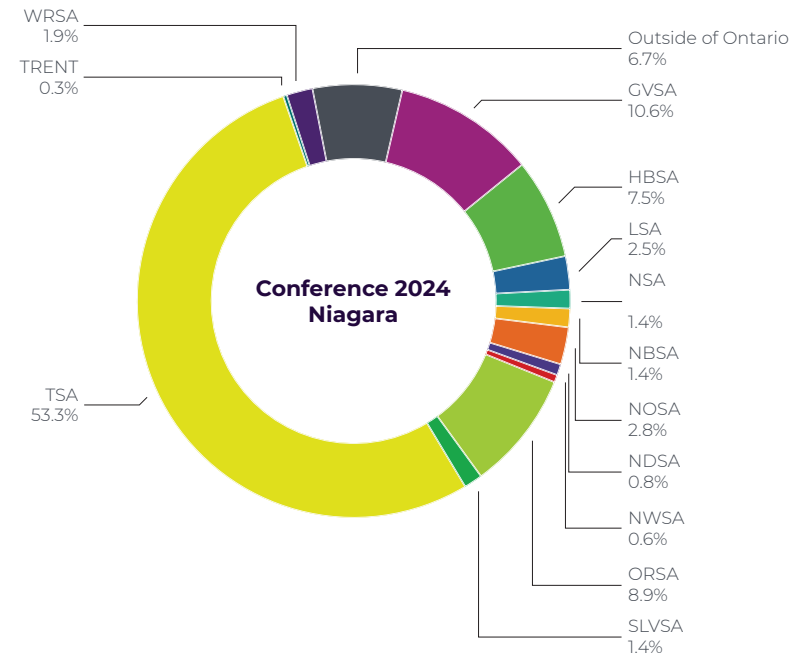
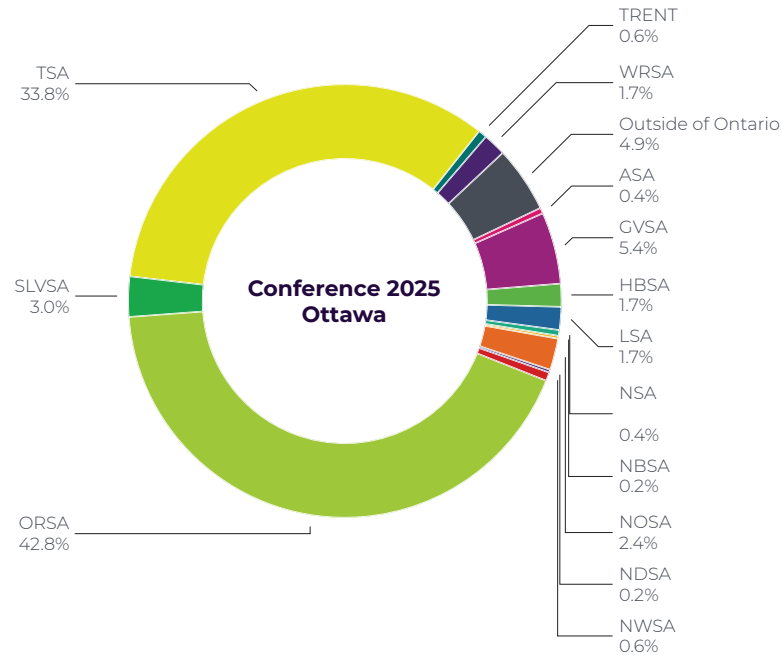
Breakdown by Attendee Type



* Architect (Practicing, Long Standing & Non-practicing)

Society Member Involvement Year Over Year

2023 Reflects AI Mapping Locations Using Local Society Map

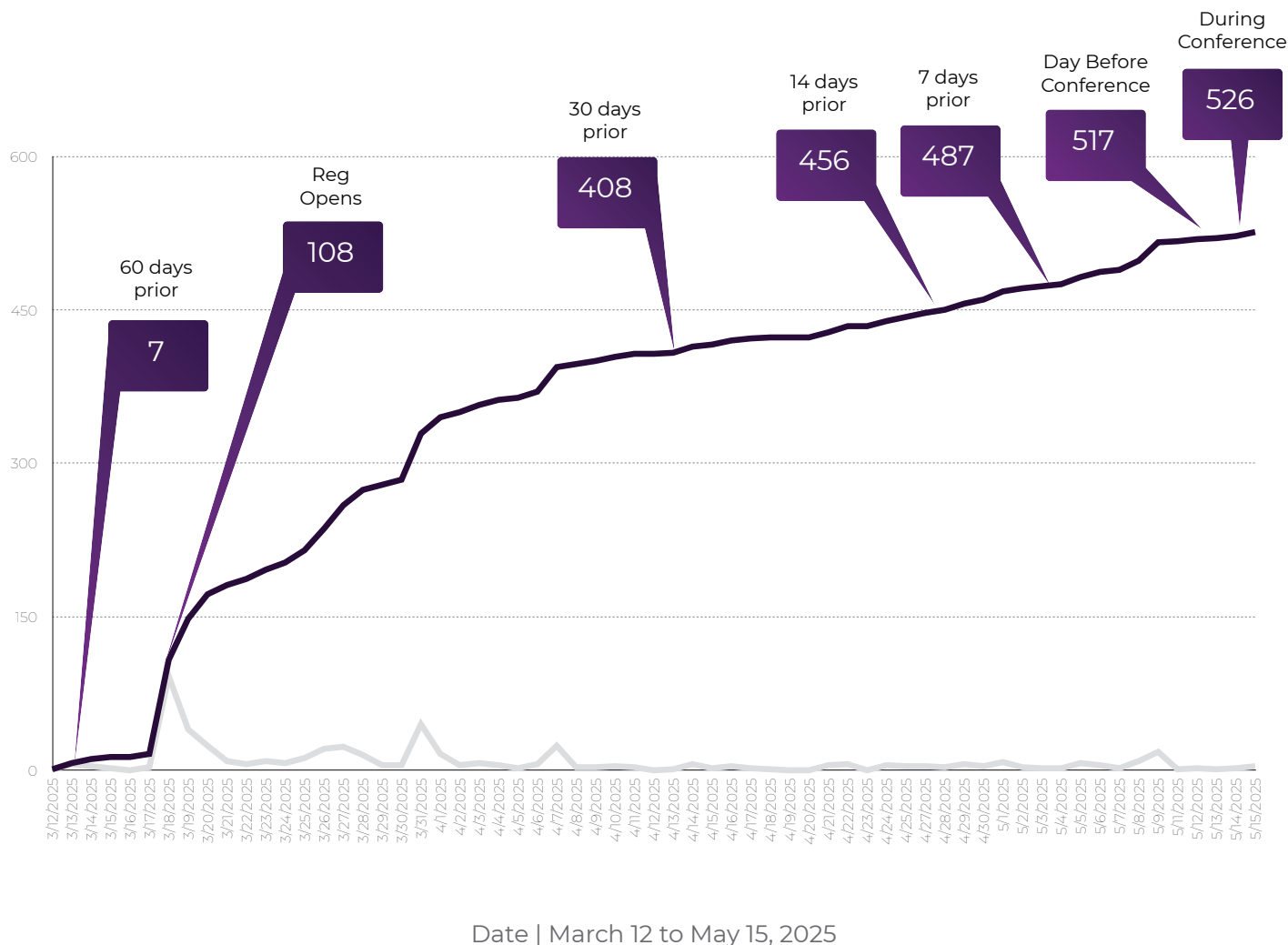


- | | |
|--|--|
| Algoma Society of Architects (ASA) | Northumberland Durham Society of Architects (NDSA) |
| Grand Valley Society of Architects (GVSA) | Northwestern Ontario Society of Architects (NWOSA) |
| Hamilton/Burlington Society of Architects (HBSA) | Ottawa Regional Society of Architects (ORSA) |
| London Society of Architects (LSA) | St. Lawrence Valley Society of Architects (SLVSA) |
| Niagara Society of Architects (NSA) | Toronto Society of Architects (TSA) |
| North Bay Society of Architects (NBSA) | Trent Society of Architects (TRENT) |
| Northern Ontario Society of Architects (NOSA) | Windsor Region Society of Architects (WRSA) |

* Not Disclosed were omitted from the breakdown.
Approx. 10% did not disclose locations.

Key Benchmarks | In-person Conference

Based on Registration Database



526

total registered
(Full and daily packages only)

In the lead-up to the event, the email marketing campaigns and social marketing resulted in

115%

registration growth in the two weeks..

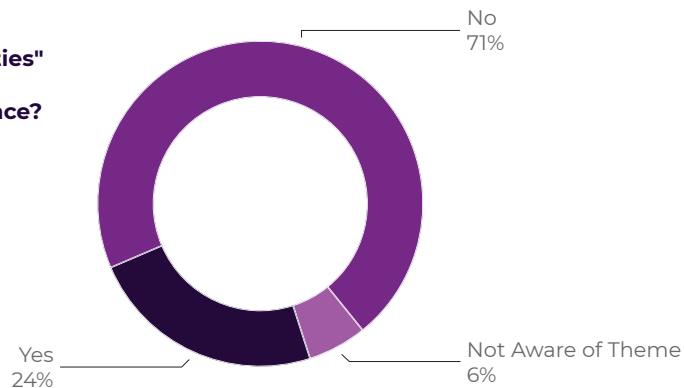
9

packages sold during Conference
(Full and daily packages only)

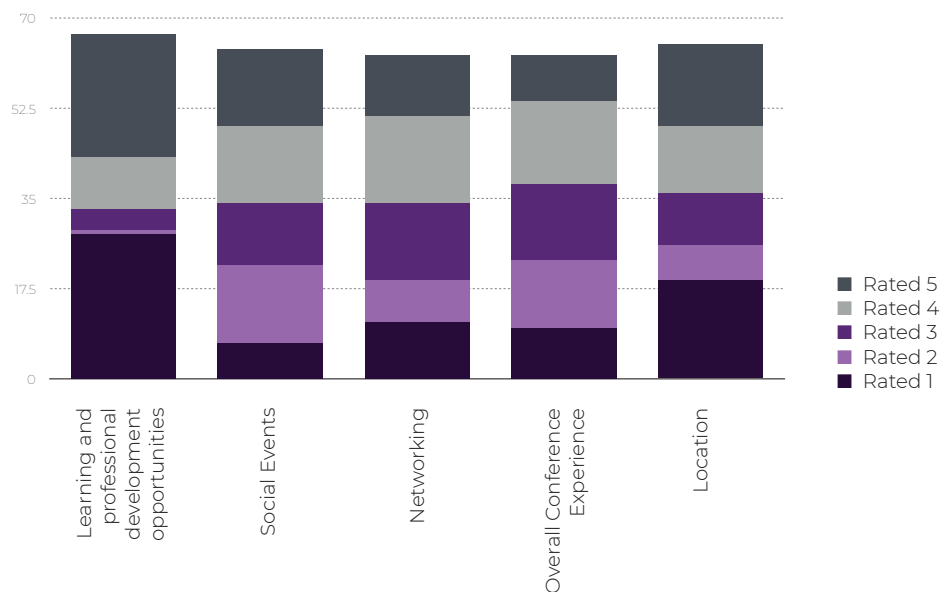
Key Benchmarks | In-person Conference

Based on Registration Database & Survey Feedback

Did this year's theme
"Reshaping Communities"
affect your decision
to attend the Conference?



Why did you choose to attend this year?



94%

thought this year's
Conference experience
was good or excellent.

4.3/5

overall score

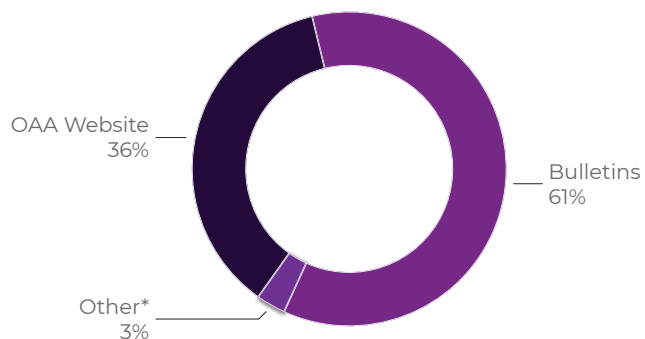
Last Year's Conference in
Niagara scored 4.3/5

Survey Feedback

Enjoyed the networking more than I had expected. The sessions were mixed, some that stood out for me were the office conversion, social media, affordable housing and the Kiweki tour.

Not as impressive as the last Ottawa conference...what happened?

Key Communications Vehicles for Information Related to Conference






*Referral, Etc.

97%
of attendees heard
about the event from
Bulletins or the website.

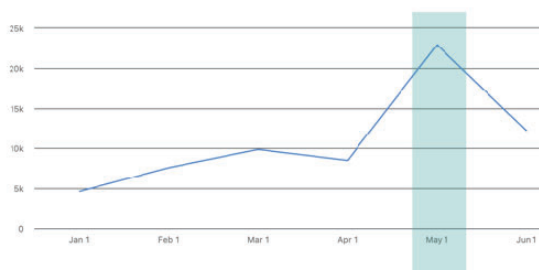
Social Analytics

- LinkedIn and Instagram together accounted for over 89% of reach and nearly 90% of impressions.
- Live and post-event content drove the majority of engagement.
- Sponsored Content Impressions: 21,040 → 28.47% of all impressions were driven by sponsor content

Channel	People reached	Impressions	% Percentage of Total Reach	% Percentage of Total Impressions
	11,710	32,087	50.31%	43.42%
	9,167	34,319	39.38%	46.44%
	2,401	7,486	10.31%	10.13%
TOTAL	23,278	73,892		

Content was published live during the event and in the days that followed. The following is a breakdown of people reached and impressions generated between May 14-23, 2025.

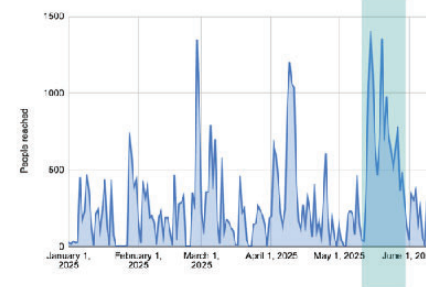
LinkedIn • Reach



Content was published live, and in the days that followed the event.

That week (May 14-23) the OAA reached 11,710 people organically on LinkedIn, or 51% of May's total and 22% of 2025's total impressions so far.

Instagram • Reach



Content was published live, and in the days that followed the event.

That week (May 14-23), we reached 9,167 people organically, or 61% of May's total and 18% of 2025's total reach so far.

Pre-registration:

80.6%

thought the online registration process was good or excellent.

Website

70.2%

felt the website experience was good or excellent.

Printing your own badge

77.2%

rated the experience was good or excellent.

Scanning into sessions

97.0%

rated the experience was good or excellent.

Scanning into social events

95.9%

rated the experience was good or excellent.

For comments from surveys that provided suggestions and requests, staff are reviewing to determine next steps, improved processes for 2026, feature upgrades to software and added technology.



Photo: Ryan Francoz

Opening Plenary

245

total registered

4.3/5

89% of the audience
thought this session
was good or excellent

2024 Plenary Attendance: 314
2023 Plenary Attendance: 168
2022 Plenary Attendance: 349
2021 Plenary Attendance: 523



Photo: Ryan Francoz

Closing Plenary

302

total registered

3.5/5

65.9% of the audience
thought this session
was good or excellent

2024 Plenary Attendance: 217

Classroom Learning:

2353

total seats registered
4670 seats available
2025 pickup is **50.4%**

91.8%

Thought the
ConEd programming
was good or excellent.

Experiential Learning:

451

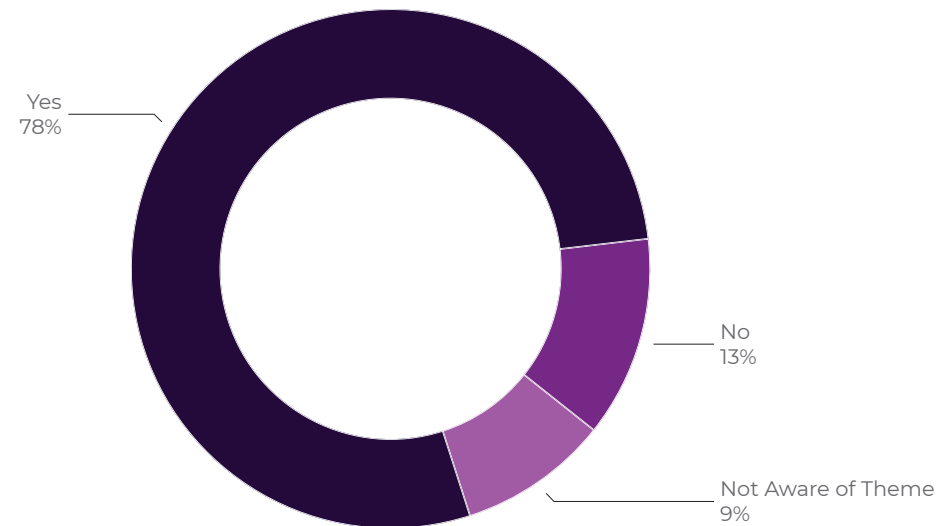
total seats registered
482 seats available
2024 pickup is **93.6%**

84.8%

of the survey respondents
(who participated) liked
these types of sessions.

For comments from surveys that provided suggestions and requests, staff are reviewing to determine next steps and improved processes for future Conferences.

Do you think that the Continuing Education and Experiential learning sessions reflected the theme?



OAA Opening Night Party hosted with Local Society

363

total registered

66%

thought this event
was good or excellent.

Those that attended liked the Power Station. One felt it was too dark.

Happy Hour

308

total registered

62%

thought this event
was good or excellent.

54% of attendees participated.

SHIFT Challenge

327

total registered

63%

thought this event
was good or excellent.

Shuttle Services | Transportation

93%

thought this event was
good or excellent.

Archifête

333

total registered

72%

thought this event
was good or excellent.

70 sponsors

10 presenters

413 grand total

109% of registered attendees participated.

The Westin Ottawa

4.5/5

Ottawa Art Gallery

4.5/5

Canadian Museum of Nature

4.4/5

great that everything was walkable

Room was not the best as it was on the 6th floor looking at a roof and could not be changed to a higher floor as well no. King bed available.

We didn't visit the Art Gallery, or the Museum. They were closed.

Too many cash bars. Too expensive and bartenders that skimmed on the alcohol that we paid for

would have been good to have had some more interactive experiences at the gallery and museum, so that we could have been more involved beyond just looking. (although I did touch the sea creatures at the museum).

Loved that we were able to look around the galleries/museum during the parties, that was a highlight for me.

50

sponsors

61 sponsors in 2024
41 sponsors in 2023
60 sponsors in 2022

\$305k

95.4%

of survey respondents
visited sponsors

Blueprint for Innovation: Ask the Expert Lunch

280

total registered

58%

thought this event
was good or excellent.

Sponsored Learning

864

total registered

14 lunch and learn sessions

1110 total available spaces
78% of registered attendees
participated.

73%

thought this event
was good or excellent.

I liked that lunch session. I thought that was a good idea, but they just needed to rotate more to make it more worth their while.

The lunch and learn sponsored content needs a facelift. same companies shilling the same products every year.

Sponsor Reach for Conference



Photo: Ryan Francoz



In total total event saw **73,892** impressions between May 14-23, 2025. Sponsored content drove **21,040** of the total views.

In total sponsors attracted **28%** of the total impressions during the conference.

Analysis provided by



Sponsored content breakdown

Sponsor	Impressions
Brampton Brick	4,192
Pella	2,400
Thames Valley Brick	977
Shimmerman Penn	1,375
Hambro by Canam	1,076
SilvaSpan	1,784
Artistic Skylight	1,464
Concrete Council of Canada	785
Kreitmaker	2,437
Enbridge Gas	1,183
ETG	573
Forest Windows	1,789
Inline Fiberglass	1,005
Total	21,040

Sponsored video views



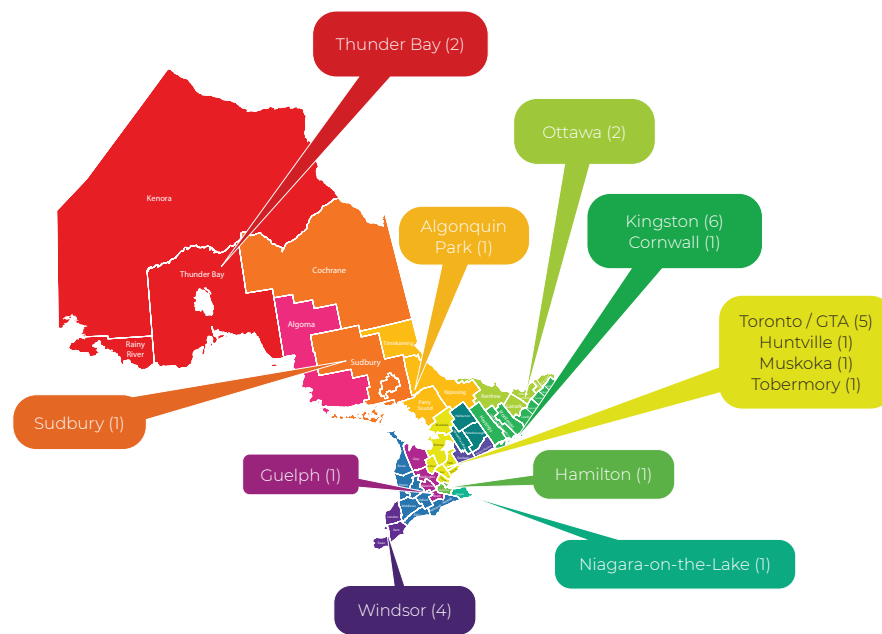
Two videos were produced for Brampton Brick and published on the OAA's LinkedIn, Facebook and Instagram channels.

In total, Brampton Brick videos were viewed **3,101** times.

46%

plans to attend next year's
in-person Conference

Suggestions for future destinations:



Outside Ontario / Within Canada

Edmonton (1)
Montréal (5)
Québec City (2)
Halifax (1)

Outside Ontario / US Destinations

Chicago (1)
New York (1)

Future RAIC Conferences

RAIC Conference 2026 | May 5-9, Vancouver, British Columbia
RAIC Conference 2027 | May 4-8, Calgary, Alberta
RAIC Conference 2028 | TBA- coming soon
RAIC Conference 2029 | June 3-6, Montreal, Quebec
RAIC Conference 2030 | May 7-11, Vancouver, British Columbia

Theme Suggestions

Adaptive Reuse / Construction Contracts / Business of Architecture

Role of Architects in Public Outreach / Educating the Public

Architects as Drivers of Societal Change

More Academic Content

Harnessing AI

Engaging with the Community

Small Accessible Housing for Seniors

Digital Resource Repository

Public Exposure to Architecture / Client Networking