This is a sample template which may be used to prepare a Schedule for your own contract.
Coordinate the numbering and clause references with any additional items you may include.

**Schedule ‘\_\_\_’**

(for use with OAA 600–2013 for Design-Build projects)

**GC 13 Other Terms of Contract**

.1 The *Client* is a design-builder providing both the design services and the construction for the *Work* for the *Project* under a design-build contract with the owner. Nothing contained in this contract shall create any contractual relationship between the *Architect* and the owner. The *Client* will provide to the *Architect* a copy of the design-build contract, from which commercial terms may be redacted.

.2 In carrying out its responsibilities under this contract, the *Client* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent client supplying similar design-build services for similar projects to an owner. The *Client* acknowledges and agrees that throughout this contract, the *Client’s* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Client* shall exercise the same standard of due care and diligence in respect of any products, personnel, or procedures which it may recommend to the owner.

.3 Delete Article A8 and add:

 “The *Client’s* anticipated construction procurement method is as described below: *(e.g., single bid, multiple prime contractors, construction management or Client’s (design-builder’s) own forces.)*

.4 The responsibilities for the *Client* described in GC 4.4.4 shall include notification of any errors, omissions or inconsistencies in the *Architect’s* *Instruments of Service* or in the services or information furnished by the *Client.*

.5 Delete the word “contractor“ in the 1st line of GC 8.4.2 and in the 5th line of GC 5.1 and replace with “*Client* and *Client’s* contractors“.

.6 Delete GC 6.2.4.

.7 Delete GC 7.3.

.8 Add the words “and the owner” after “*Client*” in the first sentence of GC 7.4.

.9 Add GC 7.6, GC 7.7 and GC 7.8:

 “7.6 If requested by the *Client* or the owner the *Architect* shall provide editable CAD drawings and shall grant a limited licence to the *Client* or the owner to use the editable CAD drawings.

 7.7 As a condition precedent to the use of the editable CAD drawings the *Client* agrees to indemnify and save harmless the *Architect*, his/her employees, agents and consultants from and against any and all claims, losses, demands, costs and expenses (including legal fees), damages or recoveries (including any amounts paid in settlement) arising by reason of, caused by, or alleged to be caused by, the *Client’s* reliance on the editable CAD drawings.

 7.8 As a condition precedent to the use of the editable CAD drawings the *Client* agrees to require the owner to sign a similar indemnification in favour of the *Architect*..

.10 The Parties agree that where the Contract Price includes both the cost of the Work and the cost of Design Services under the Contract:

 (1) the certification of payment by the *Consultant* made in support of the Design-Builder’s application for payment is in respect of the value of Construction performed and products delivered only. The *Consultant* cannot independently certify the value of the Design Services provided by the *Consultant* to the Design-Builder; and

 (2) the *Consultant* is not deemed to be the “the payment certifier” under s.32(1) of the Ontario Construction Act or Construction Lien Act, for purposes of certifying the date of substantial performance of the Contract under s.2 of the Construction Act or Construction Lien Act as appropriate. The *Consultant* can only assist the Design-Builder for the purpose of determining the date on which the Contract was substantially performed. In these circumstances, the payment certifier shall make the determination of substantial performance and sign the certificate (CA form 9 or CLA form 6 as appropriate) or where there is no payment certifier, the Owner and the Design-Builder shall make the determination of substantial performance jointly and both sign the certificate (CA form 9 or CLA form 6 as appropriate)

\*\*\*\*