



The **Client** and the **Lic. Tech. OAA** agree to the following terms and conditions made as of:

Client: (name and address)

Lic. Tech. OAA: (name and address)

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

The Lic. Tech. OAA shall coordinate the services of the following **Consultants:**

engaged and paid by the Lic. Tech. OAA:

engaged and paid by the Client:

The **Client** shall pay Lic. Tech. OAA's Fees and reimbursable expenses as set out below, plus value added tax (HST) within twenty-eight (28) days of receipt of Proper Invoices, the invoiced amount or the undisputed portion thereof on account of the Lic. Tech. OAA's fee and agreed upon reimbursable expenses plus applicable taxes. Proper Invoices shall be issued and submitted on a _____ basis unless otherwise agreed.

Unpaid *Proper Invoices* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of _____% per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the Lic. Tech. OAA's *Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

☐ A Lump Sum Fee of:

☐ At Lic. Tech. OAA's Standard Hourly Rates.

☐ A Percentage-based Fee of: % of the Construction Cost as defined.

☐ A Deposit of:

The **deposit** is the minimum amount payable under this Agreement, and will be credited against the final invoice.

Reimbursable expenses are charged at cost plus _____ % for administration and include charges for: printing, copying, delivery, communication, travel, and if authorized, lodging, special photography or models.



Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

Other Conditions: (reference attached information if needed.)

Client signature

name

Lic. Tech. OAA signature

name



The **Lic. Tech. OAA** shall render the **Services** to the **Client** in accordance with the following **terms** of engagement:

1. **Professional Responsibility:** The Lic. Tech. OAA shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Lic. Tech. OAA in Ontario carry professional liability insurance to the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for the building/property, and any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the Lic. Tech. OAA are Instruments of Service. The Lic. Tech. OAA retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may include portable document files (PDFs, non-editable), but do not include computer-aided design documents (e.g. CAD or BIM , editable files) unless otherwise agreed in writing.

Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without the express written consent of the Lic. Tech. OAA. The Client's use of Instruments of Service is contingent upon full payment to the Lic. Tech. OAA for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Lic. Tech. OAA will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Lic. Tech. OAA, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Lic. Tech. OAA, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Lic. Tech. OAA, the Lic. Tech. OAA's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Lic. Tech. OAA reserves the right to suspend service on this project if Proper Invoices are not paid within 28 days, from the date of receipt of the Proper Invoice and the Lic. Tech. OAA will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. The Lic. Tech. OAA may terminate upon giving seven (7) days written notice that there has been a loss of confidence in the Lic. Tech. OAA's provision of services. On termination the Client shall forthwith pay to the Lic. Tech. OAA its charges for the Services performed to the date of termination, including all fees, reimbursable expenses, and charges for this Project.
8. **Proper Invoice** means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:
 - Lic. Tech. OAA's name and address.
 - Date of the Proper Invoice and the period during which the services, materials or related documentation were supplied.
 - Information identifying the authority under which the services, materials or related documentation were supplied.
 - Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
 - Amount payable for the services, material or related documentation that were supplied, and the payment terms.
 - Name, title, telephone number and mailing address of the Lic. Tech. OAA to whom payment is to be sent.
 - Any additional information specified in 11.



9. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Lic. Tech. OAA related to this contract is limited to the amount of professional liability insurance carried and available. The Lic. Tech. OAA shall not be responsible for:
- (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
 - (3) any changes made to the Lic. Tech. OAA's design, drawings or documents without the Lic. Tech. OAA's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Lic. Tech. OAA or contrary to, or inconsistent with, the Lic. Tech. OAA's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the Lic. Tech. OAA regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
10. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.
11. **Other Terms of Contract:** The Client and the Lic. Tech. OAA agree as set forth in the following other terms:

Initialed by: Client Lic. Tech. OAA



Project/Client/Lic. Tech. OAA Ref:

Schedule of Lic. Tech. OAA's Scope of Services:

Pre-Design			
Client's Program and Budget:	Develop <input type="checkbox"/>	Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Lic. Tech. OAA's services and projected project schedule.			<input type="checkbox"/>
Prepare measured drawings of visible conditions.			<input type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input type="checkbox"/>
Design Development Documents Phase			<input type="checkbox"/>
Estimates of Construction Cost at each phase			<input type="checkbox"/>
Construction Documents Phase – Drawings / Specifications			
Prepare drawings / specifications for:			
Building Permit <input type="checkbox"/>	Bidding/Negotiation with contractor(s) <input type="checkbox"/>	Construction <input type="checkbox"/>	
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
Permits and Approvals			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input type="checkbox"/>
Prepare and submit client signed application for building permit.			<input type="checkbox"/>
Prepare and assist Client to obtain:			
Site Plan Approval <input type="checkbox"/>	Committee of Adjustment <input type="checkbox"/>	Re-zoning Application <input type="checkbox"/>	
Negotiating / Bidding Phase			
Assist client to:			
Obtain bids <input type="checkbox"/>	Prepare construction contract <input type="checkbox"/>		
Construction Phase: General Review – Construction Contract Administration			
General Review at site, and reports:		for Building Code only:	<input type="checkbox"/>
		for Building Code and all Construction Documents:	<input type="checkbox"/>
Including <input type="text"/> visits to the site over the anticipated construction duration of <input type="text"/> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input type="checkbox"/>
Construction Contract Administration field and office functions			<input type="checkbox"/>
Follow up during one year warranty period.			<input type="checkbox"/>
Other Scope of Services: (include Additional Services, special phasing or scope; reference attached information if needed.)			

Initialed by:

Client

Lic. Tech. OAA