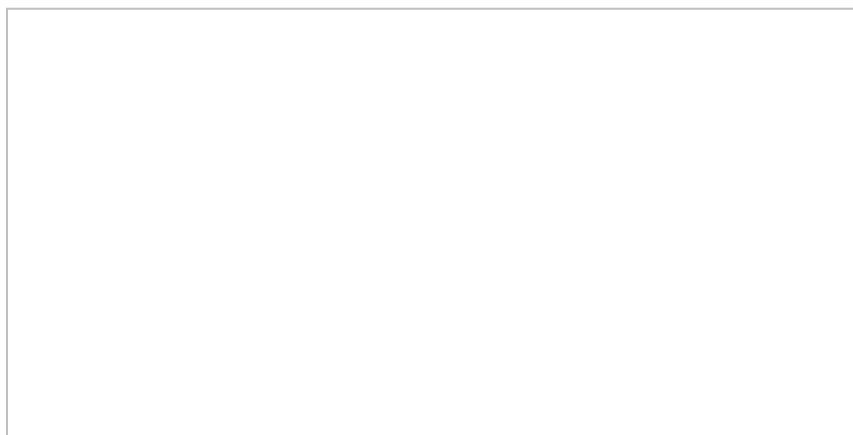




Standard Contract between Lic. Tech. OAA and Consultant

OAA 901-2014 with Amendments to October 1, 2019

FOR

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AGREEMENT

A1 The *Consultant* and the *Lic. Tech. OAA* agree to the following terms and conditions as of: _____

A2 *Consultant*: (name and address)

Lic. Tech. OAA: (name and address)

A3 The *Consultant's* discipline is _____

A4 The name of the *Project* is: _____

A5 The name of the *Lic. Tech. OAA's Client* is: _____

A6 The *Lic. Tech. OAA* has made a contract, herein referred to as the *Prime Contract*, to provide services to the *Client* for the *Project*. A copy of the *Prime Contract* including all schedules and attachments, from which financial terms may be excluded, is attached to and forms part of this contract as identified in GC21. The same terms and conditions set out in the *Prime Contract* shall apply to this contract with necessary changes for context being applied.

A7 Other *Consultants* engaged by the *Lic. Tech. OAA* or by the *Lic. Tech. OAA's Client* are as listed in the *Prime Contract* except as described otherwise below:

☐ Refer to GC21 for attached document.

A8 Sub-consultants engaged by the *Consultant* are as described below:

☐ Refer to GC21 for attached document.

Fees and Payment

- A9 The *Lic. Tech. OAA* shall pay the *Consultant's* fees and reimbursable expenses plus value added tax (HST) subject to holdback required by the *Construction Act* (Ontario) within seven (7) days after the *Lic. Tech. OAA* is paid by the *Client* as required under the *Prime Contract*.

The amount payable to the *Consultant* is the amount for the *Consultant's* fees and reimbursable expenses which are included in the *Lic. Tech. OAA's Proper Invoice* submitted to the *Client*.

The *Consultant* shall submit *Proper Invoices* in coordination with the *Lic. Tech. OAA* as per GC8 timeliness.

- A10 The *Lic. Tech. OAA* shall exert reasonable and diligent efforts to collect prompt payment from the *Client* including interest on overdue payments. The *Lic. Tech. OAA* shall, subject to the receipt of *Proper Invoices*, pay the *Consultant* in proportion to amounts received from the *Client* which are attributable to the *Consultant's* services rendered and reimbursable expenses incurred after deducting any expenses incurred by the *Lic. Tech. OAA* to recover them.

- A11 For the *Consultant's* services the fee shall be as set out below:

☐ Refer to GC21 for attached document:

- A12 Payment provisions including timing, frequency, phase percentages, procedures, conditions and interest on overdue payments are per the *Prime Contract* except as described otherwise below:

☐ Refer to GC21 for attached document:

GENERAL CONDITIONS

- GC1 **Definitions:** Terms used in this contract shall have the same meaning as terms defined in the OAA 602-2014.
- GC2 **Representatives:** The *Lic. Tech. OAA* and the *Consultant* shall not replace its representative or key personnel where so identified without the approval of the other party, which approval shall not unreasonably be withheld.
- GC3 **Communications:** The *Lic. Tech. OAA* shall establish the protocol for the exchange of information and communications. Except as agreed otherwise, all communications between the *Consultant* and the *Lic. Tech. OAA's Client*, contractors, or other *Consultants* for the *Project* shall be forwarded through the *Lic. Tech. OAA*.

Coordination

- GC4 The *Consultant* shall coordinate all aspects of its design for the *Consultant's Portion of the Work* with the designs by the *Lic. Tech. OAA* and other *Consultants* as necessary for the proper coordination of the *Project*.
- GC5 Without obligation or liability, the *Lic. Tech. OAA* will notify the *Consultant* if the *Lic. Tech. OAA* becomes aware of any errors, omissions or inconsistencies in the *Consultant's* documents.
- GC6 The *Consultant* shall ascertain the requirements for the *Consultant's Portion of the Work* for the *Project* and shall bring to the attention of the *Lic. Tech. OAA* any conflict, error, inconsistency or omission the *Consultant* may discover in the *Lic. Tech. OAA's* documents.
- GC7 The *Consultant* shall recommend to the *Lic. Tech. OAA* investigations, surveys, tests, analyses, reports and the services of other consultants not within the scope of the *Consultant's* services that should be obtained for the proper execution of the *Consultant's* services or that may be reasonably needed for the *Project*. The *Lic. Tech. OAA* shall request that the *Client* furnish the information or services.

Timeliness

- GC8 The *Consultant's* services shall be performed expeditiously for the orderly progress of the *Project* and in a manner, sequence and timing so that the services will be coordinated with those of the *Lic. Tech. OAA* and other *Consultants* for the *Project*.
- GC9 Upon request of the *Consultant* or the *Lic. Tech. OAA*, they shall jointly prepare a schedule for the performance of the *Consultant's* services and submission of the *Consultant's Proper Invoices*. Once agreed by the *Lic. Tech. OAA*, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the *Consultant* or the *Lic. Tech. OAA*.

Termination

- GC10 If the *Prime Contract* is suspended or terminated by either the *Client* or the *Lic. Tech. OAA*, the *Lic. Tech. OAA* may suspend or terminate this contract under the same conditions and notification as the *Prime Contract* and shall notify the *Consultant* in writing.
- GC11 This contract may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination.

Budget, Estimates and Construction Cost

- GC12 The *Consultant* shall cooperate with the *Lic. Tech. OAA* in determining the share of the budget for the *Construction Cost* of the *Project* to be allocated to the *Consultant's Portion of the Work*.
- GC13 The *Consultant* shall participate in all services relating to the budget for *Construction Cost* and the *Estimate of Construction Cost* in accordance with the *Prime Contract*.

Insurance & Liability

- GC14 The *Consultant* shall obtain and maintain at its own cost insurance of the types and limits and for the same periods as required for the *Lic. Tech. OAA* under the *Prime Contract* unless specific alternative insurance requirements are recorded in GC 22 Other Terms of Contract.

- GC15 Where paragraph GC 14 does not apply, the professional liability insurance limits maintained by the *Consultant* shall be not less than \$1,000,000 per claim and \$2,000,000 annual aggregate with defence costs in addition to the limits; covering claims arising from errors, omissions or negligent acts of the *Consultant* in the performance of professional services under this contract. These limits shall be maintained for a minimum of two (2) years after either the date of *Substantial Performance of the Work*, or termination of this contract, whichever shall be later.
- GC16 The *Consultant* shall verify to the *Lic. Tech. OAA* the annual renewal of the required insurance.
- GC17 Where a single policy of insurance includes both the *Lic. Tech. OAA* and *Consultant* as insured, the *Consultant* agrees to pay its share of any deductible required to be paid by the insured in accord with any determination, by settlement or adjudication, of responsibility for damages or costs.
- GC18 The *Lic. Tech. OAA* shall be entitled to rely on the accuracy and completeness of the services and information furnished by the *Consultant*.

Consultant's Scope of Services

- GC19 The *Consultant* shall provide the *Lic. Tech. OAA* with the same scope of professional services for the *Consultant's Portion of the Work* for the *Project* as the *Lic. Tech. OAA* is required to provide to the *Client* under the *Prime Contract* except as described otherwise below:

☐ Refer to GC21 for attached document:

Consultant's Portion of the Work

- GC20 The portion of the *Project* for which the *Consultant* shall provide services herein referred to as the *Consultant's Portion of the Work* shall include:

☐ Refer to GC21 for attached document:

Additional Documents

GC21 The following additional documents are attached to and form part of this contract:

Other Terms of Contract

GC22 The *Consultant* and the *Lic. Tech. OAA* agree as set forth to the following other terms:

This contract is entered into as of the day and year first written above.

.....
CONSULTANT *(Signature)*

.....
LIC. TECH. OAA *(Signature)*

.....
(Printed name and title)

.....
(Printed name and title)
