

Ontario Association
of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013 with July 1, 2018 Amendments

FOR

Note: The July 1, 2018 Amendments take into account the changes made by the Construction Act, R.S.O. 1990, C.30 and are identified in this contract by a vertical line alongside the applicable clause.

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** List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

AGREEMENT

A1 This contract made as of the _____ day of the month of _____ in the year _____.

A2 between the *Client*:

A3 and the *Architect*:

A4 for the following *Project*:

A5 The owner, if other than the *Client*, is: _____

A6 The *Client's* budget for *Construction Cost* is: \$ _____

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: _____

.2 *Substantial Performance of the Work*: _____

A8 The anticipated construction delivery type and anticipated construction contract between the *Client* and the contractor are:

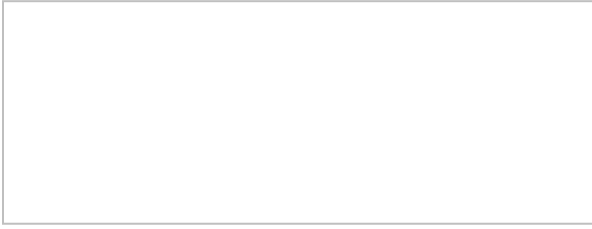
.1 Delivery type: _____

.2 Construction contract: _____

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

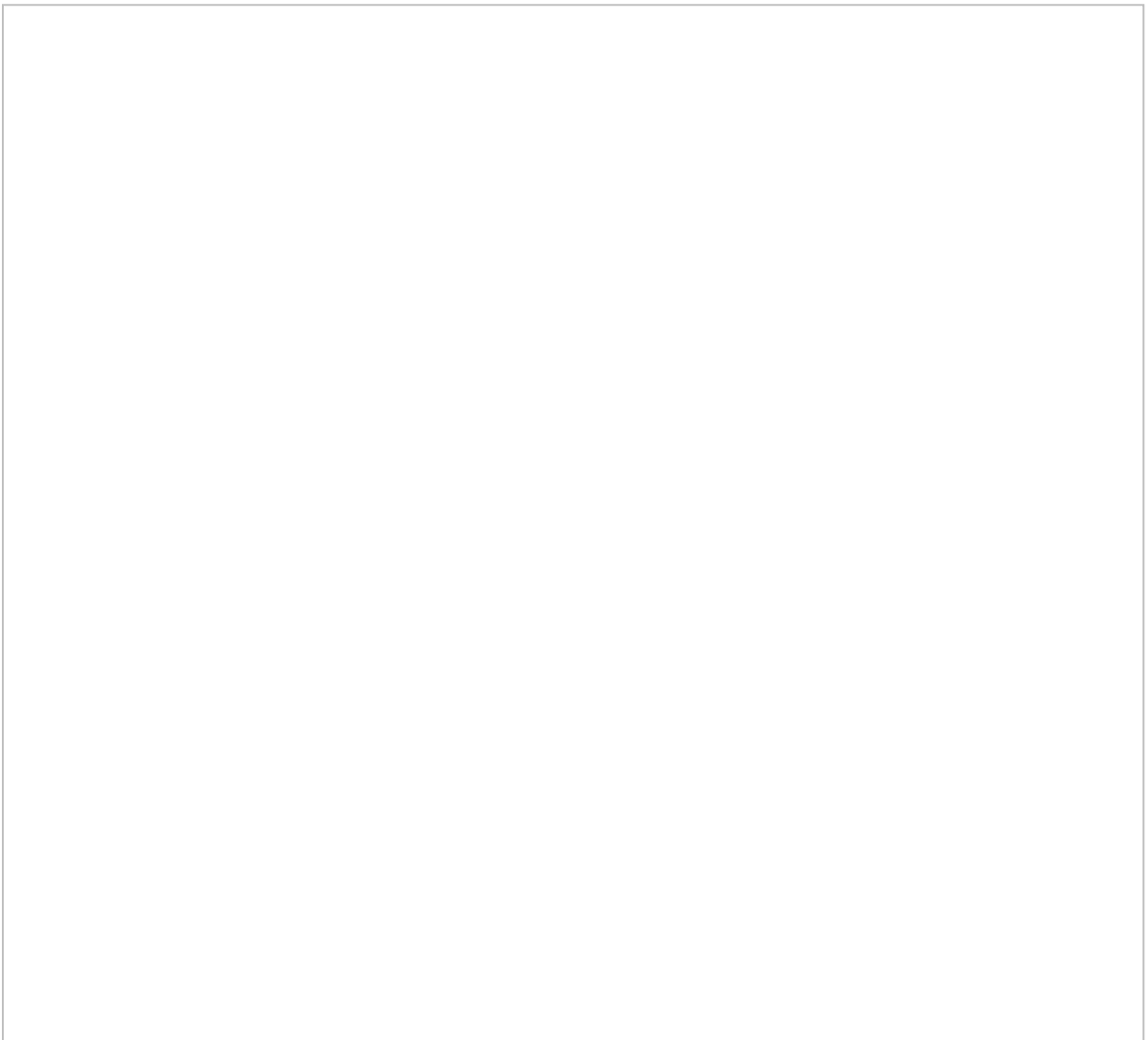
.1 engaged by the *Architect*



.2 engaged by the *Client*



A11 For the *Architect's* services the fee shall be computed as follows: (*refer also to GC11*)



A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(_____ %)
Design development phase	(_____ %)
Construction documents phase	(_____ %)
Bidding or negotiating phase	(_____ %)
Construction phase	(_____ %)
Total	(_____ %)

A13 An administrative charge of _____ % shall be added to the reimbursable expenses as noted in GC11.2.

A14 The rate for calculating automobile travel costs shall be \$_____ per kilometre.

A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$_____. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* upon receipt of invoices, or the portion thereof on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid invoice or the unpaid balance thereof shall bear interest, calculated monthly at the rate of _____ % per annum, commencing twenty-eight (28) days after the date that the *Architect's* invoice is received, or such other rate as is specified in the *Construction Act* (Ontario).

A18 For the purposes of the *Construction Act* (Ontario), this contract provides for payment of accrued holdback on a phased basis with respect to the specified completed design phase as follows:

- | |
|----------|
| 1. _____ |
| 2. _____ |

DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

Consultant Coordination consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the *Work* identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

Substantial Performance of the Work means substantial performance of the contract as defined under the *Construction Act* (Ontario). Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

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

GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
 - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
 - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
 - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
 - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
 - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
 - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	Review Program - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.			
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.			
.3	Prepare Initial Evaluation - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .			
.4	Review Initial Evaluation - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	Preliminary Concept Design - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.			
.6	Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> • Site Plan • Floor Plans • Building Sections • Spatial Relationship diagrams • Elevations • Outline Specifications 			
.7	Estimate of Construction Cost - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.			
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.			
	DESIGN DEVELOPMENT PHASE			
.9	Design Development Documents - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawings and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> • Site Plan • Elevations • <i>Project</i> brief detailing area calculations, building systems and outline specifications • Floor Plans • Building Sections 			
.10	Continue Review of Applicable Codes - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.			
.11	Update Estimate of Construction Cost - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .			
.12	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.			
	CONSTRUCTION DOCUMENTS PHASE			
.13	Drawings and Specifications - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .			
.14	Review Applicable Codes - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.15	Bidding Information - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.			
.16	Update Estimate of Construction Cost - Update the <i>Estimate of Construction Cost</i> .			
.17	Submit Construction Documents - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> approval.			
	PERMITS AND APPROVALS			
.18	Building Permit Application - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.			
	BIDDING/NEGOTIATION PHASE			
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.			
	CONSTRUCTION PHASE			
.20	General Review - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.			
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .			
.22	WSIB Certificates, Bonds and Insurance Policies - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.			
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .			
.24	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.			
.25	Payment Certification - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.26	Construction Contract Documentation Interpretation - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.			
.27	Shop Drawings and Submittals - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.			
.28	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.			
.29	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process accordingly.			
.30	Proposed Change Notices/Change Orders and Change Directives - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.			
.31	Inspection & Testing Services - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .			
.32	Substantial Performance - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> in accordance with the provisions of the <i>Construction Act</i> (Ontario).			
.32a	Deemed Completion - As payment certifier, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Act</i> (Ontario).			
.33	Contractor's Documentation at Completion - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.			
.34	Takeover Procedure - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.			
.35	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.			

GC3 PROVISION OF ADDITIONAL SERVICES

- 3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	PRE-DESIGN SERVICES			
.1	Pre-Design Study - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			
.2	Multiple Sites – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			
.3	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.			
.4	Verifying Drawings - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			
.5	Measured Drawings - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			
.6	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3			
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.7	Detailed Estimates of Construction Cost - Provide detailed <i>Estimates of Construction Costs</i> .			
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			
.10	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.			
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.			
.12	Signage - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.			
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	Marketing - Prepare promotional presentations or special marketing materials.			
.15	Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			
.16	Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			
.17	Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.			
.18	Value Engineering - Provide services in connection with value engineering or analysis.			
	PERMITS AND APPROVALS			
.19	Special Approvals of Authorities - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:			
.1	Zoning or Land Use Amendment:			
.2	Committee of Adjustment or variance from by-laws:			
.3	Site Plan Approval:			
.4	Other Approvals: (list and describe)			
	BIDDING/NEGOTIATION PHASE			
.20	Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.			
.21	Multiple Bid Packages - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			
.22	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.			
	CONSTRUCTION PHASE			
.23	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.			
.24	Multiple Contracts - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			
.25	Multiple Phases - Provide services in connection with multiple phased occupancies.			
.26	Client's Own Forces - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .			
.27	Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.28	Record Drawings - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .			
.29	Commissioning - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client's* Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the *Client's* failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;
- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any adjudication, mediation, arbitration proceeding, or legal proceeding which is not substantially caused by the *Architect's* error or omission, or;
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.
- .12 in connection with the preparation and issuance of a certificate for payment for release of holdback on an annual basis, phased basis, or upon completion of a subcontract, as agreed to in the construction contract.

GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
- .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
 - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
 - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
- .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
 - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
 - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
 - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;
 - .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
 - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
 - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.

- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
 - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
 - .2 authorization for re-bidding or re-negotiating of the proposal, or
 - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
 - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.
- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

GC6 CONSTRUCTION PHASE SERVICES

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.
- 6.2 When engaged for services during the construction phase the *Architect* shall:
- .1 be a representative of the *Client*;
 - .2 advise and consult with the *Client*;
 - .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
 - .4 forward all instructions from the *Client* to the contractor;
 - .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
 - .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.
- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
 - .2 the results of any subsequent tests required by or performed under the construction contract documents;
 - .3 minor deviations from the construction contract documents being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment.
- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.
- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes 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 *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.

- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
 - .3 have control, charge, 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*,
 - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
 - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Architect's* invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
 - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.

- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within twenty-eight (28) days of the date that the invoice for suspension of services is received by the *Client*, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
 - .2 termination in accordance with GC10.2, 10.3 or 10.4
 - .3 one year from the date of certification of *Substantial Performance of the Work*; or
 - .4 one year from the date of completion of the *Work*.
- 10.2 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 its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

GC11 PAYMENTS TO THE ARCHITECT

- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of *Instruments of Service*, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the *Client*;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;

- .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
 - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
 - 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
 - 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
 - 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
 - 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
 - 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
 - 11.10 Deleted.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

GC13 OTHER TERMS OF CONTRACT:

The *Client* and the *Architect* agree as set forth in the following other terms:



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

.....
CLIENT (*Signature*)

.....
ARCHITECT (*Signature*)

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

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