

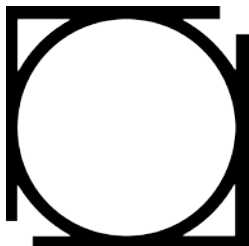
OAA 800

2021 LT

Version 1.2, January 2025

Contract Attachments for Standard Short Form of Contract for Licensed Technologist's Services

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- McMillan LLP,
- Bhole IP Law,
- Pro-Demnity Insurance Company,
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- various members and interested parties who provided commentary and criticisms since the previous version was published.

Revision History

Version	Date	Description
1.2	Jan. 2025	Updated to reflect amendments to the <i>Architects Act</i> and Regulation 27
1.1	Mar. 2023	Cover page added, Schedules 1 and 2 formatting
1.0	Sept. 2022	Original issue

Schedule 1 – Services Schedule Legend

Designation of Methods of Calculating Fees

This Services Schedule Legend is to be read in conjunction with and as part of the *Contract*.

This legend is to be used to interpret the abbreviations used in completing Schedules 2, 3, and 4.

Legend:

Schedule 2 – Basic Services

LICENSED TECHNOLOGIST'S SCOPE OF BASIC SERVICES

This table of *Basic Services* is to be read in conjunction with and as part of the *Contract*.

(Indicate in the table below each *Basic Service* to be provided by the *Licensed Technologist* and the manner of compensation as indicated in the *Fee* column by the *Fee Reference* for each as identified in *Schedule 1*.)

	Fee
Pre-Design	
<i>Client's</i> Program and Budget: Develop <input type="checkbox"/> Review <input type="checkbox"/>	
Assist <i>Client</i> in obtaining property survey, geotechnical report, etc.	<input type="checkbox"/>
Prepare schedule for <i>Licensed Technologist's Services</i> and projected <i>Project</i> schedule.	<input type="checkbox"/>
Prepare measured drawings of visible conditions.	<input type="checkbox"/>
Prepare a condition assessment of the existing building.	<input type="checkbox"/>
Design Phases (<i>Client's</i> 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 <i>Construction Cost</i> 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 <i>Construction Cost</i> at appropriate intervals.	<input type="checkbox"/>
Permits and Approvals	
Review applicable statutes, regulations, codes, and by-laws as the design of the <i>Project</i> is developed.	<input type="checkbox"/>
Prepare and assist <i>Client</i> to submit signed application for building permit.	<input type="checkbox"/>
Prepare and assist <i>Client</i> to obtain: Site Plan Approval <input type="checkbox"/> Committee of Adjustment <input type="checkbox"/> Re-zoning Application <input type="checkbox"/>	
Negotiation / Bidding Phase	
Assist <i>Client</i> to: Obtain bids <input type="checkbox"/> Negotiate construction contract <input type="checkbox"/> Prepare construction contract <input type="checkbox"/>	
Construction Phase: General Review – Construction Contract Administration	
Review shop drawings and other submittals.	<input type="checkbox"/>
<i>General Review</i> 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.	
<i>Services</i> exceeding the limits included above shall be provided as <i>Extra Services</i> .	
Certify contractor's applications for payment and <i>Substantial Performance of the Work</i> .	<input type="checkbox"/>
Construction contract administration field and office functions	<input type="checkbox"/>
Prepare and issue supplemental details and instructions as needed	<input type="checkbox"/>
Respond to requests for information	<input type="checkbox"/>
Review contractor's close-out documents	<input type="checkbox"/>
Follow up during contractor's one-year warranty period.	<input type="checkbox"/>

Schedule 3 – Additional Services

LICENSED TECHNOLOGIST'S SCOPE OF ADDITIONAL SERVICES

(Indicate in the table below Additional Services, special phasing, or scope to be provided by the Licensed Technologist and the manner of compensation as indicated in Fee Reference for each identified in Schedule 1.)

3.1	ITEM	Fee
	PRE-DESIGN SERVICES	
.1	Pre-Design Study – Provide pre-design study or <i>Services</i> 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	Existing Building Assessment – Provide assessment of the condition of existing buildings, systems, and equipment.	
.3	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written <i>Functional Program</i> .	
	GENERAL SERVICES, ALL APPLICABLE PHASES	
.4	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 <i>Contract</i> .	
.5	Value Engineering – Provide <i>Services</i> in connection with value engineering or analysis.	
.6	CAD/BIM Files – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.	
.7	Moral Rights – Relinquish the <i>Licensed Technologist's Moral Rights</i> in the <i>Project</i> in accordance with the requirements of Appendix B.	
	PERMITS AND APPROVALS	
.8	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 bylaws;	
	.3 Site Plan Approval;	
	.4 Other Approvals;	
	BIDDING/NEGOTIATION PHASE	
.9	Issued for Construction Drawings – Prepare Issued for Construction drawings, incorporating relevant addenda, or negotiated changes during bid/negotiation phase.	
	CONSTRUCTION PHASE	
.10	Ready-for-Takeover – Review the <i>Work</i> and issue at the appropriate time a <i>Ready-for-Takeover</i> statement in accordance with the provisions of the construction contract.	
.11	Record Drawings – Prepare and submit to the <i>Client</i> in a timely manner 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>Licensed Technologist</i> ; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the <i>Licensed Technologist</i> .	

Schedule 4 – Other Services

LICENSED TECHNOLOGIST'S SCOPE OF SERVICES NOT LISTED ELSEWHERE

This list of other *Services* is to be read in conjunction with and as part of the *Contract* when listed as a contract document in the appropriate Article.

(Indicate below other Services to be incorporated into the Contract.)

Schedule 5 – Other Terms and Conditions

Other Terms and Conditions of the Contract

These other terms and conditions are to be read in conjunction with and as part of the *Contract* when Schedule 5 is listed as a contract document in the appropriate Article. Amendments to the Articles shall take precedence over the Articles. Amendments to the Definitions shall take precedence over the Definitions and Supplementary Conditions shall take precedence over the General Conditions

(Indicate below other terms and conditions to be incorporated into the Contract.)

Appendix A

Provision of Editable CAD or BIM Files

When the provision of editable CAD/BIM files in Schedule 3 is selected by the *Client*, the *Licensed Technologist* shall provide editable CAD or BIM files, whichever was used for the *Project*. *Licensed Technologist* hereby grants a limited, non-exclusive, royalty-free, irrevocable, perpetual licence to the *Client* to use and reproduce the editable files for management of the facility including any future additions, renovations, or alterations. This licence is transferable provided the same licence conditions are agreed to by the transferee. The transfer of this licence does not relieve the *Client* of its obligations under this licence.

If the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Licensed Technologist's* performance of this *Contract*, this licence is void.

If the *Contract* is terminated by the *Client* for cause, the editable CAD or BIM files provided shall represent the last milestone achieved before termination.

Where the *Client* has a CAD or BIM standard known to the *Licensed Technologist* at the time of the *Contract* signing, the editable files shall be provided in accordance with the *Client's* standard. Where the *Client* does not have a CAD or BIM standard or the standard was not made known to the *Licensed Technologist* at the time of the *Contract* signing, the editable files shall be provided in the *Licensed Technologist's* office standard.

The files provided shall represent the state of the drawing files at the latest *Project* milestones achieved as selected in Table 1 following:

1	ITEM	Service Provided:	Comments
.1	Site Plan Approval		
.2	Completion of pre-design phase		
.3	Completion of schematic design phase		
.4	Completion of design development phase		
.5	Construction documents phase		
	.1 Bid drawings		
	.2 Permit drawings		
.6	Completion of bid phase (issued for construction drawings)		
.7	Completion of construction phase (record drawings)		

As a condition precedent to the use of the editable CAD or BIM files by the *Client*, the *Client* agrees that use of the editable files is at the *Client's* own risk. The *Client* further agrees to indemnify and hold harmless the *Licensed Technologist*, *Licensed Technologist's* employees, agents, and *Consultants* from and against all claims, losses, demands, costs and expenses (including legal fees), damages, or recoveries (including any amounts paid in settlement) in contract or in tort arising by reason of, caused by, or alleged to be caused by, the *Client's* reliance on or use of the editable CAD or BIM files or the information contained therein.

No reliance shall be made by the *Client* or any third party on any information contained in the files that is not included in a pre-defined plottable view intended to produce a drawing sheet included in the list of drawings.

This licence does not include any right to use the editable CAD or BIM files or documents derived from them in relation to another *Project*, including another building on the same or a different site.

Appendix B

Waiver of Moral Rights

When relinquishment of *Moral Rights* is selected in Schedule 3 by the *Client*, to facilitate the *Client's* use of the *Project*, including any future modifications, upon completion of the *Project*, the *Licensed Technologist*, hereby waives in favour of the *Client* their *Moral Rights* in the *Project* as indicated and selected below:

- ☐ Not Applicable. *Moral Rights* are retained by the *Licensed Technologist* with respect to the *Project* in its entirety.
- ☐ *Moral Rights* in the design as expressed in the drawings only.
- ☐ *Moral Rights* in the design as expressed in the built form only.
- ☐ *Moral Rights* in the design as expressed in the drawings and the built form.

The *Licensed Technologist* shall require its *Consultants* to provide a similar waiver of their *Moral Rights*.

For clarity, if the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Licensed Technologist's* performance of this *Contract*, or if the *Client* fails to perform any of its obligations in the *Contract*, this waiver of *Moral Rights* is void.

If the *Contract* is terminated by the *Client* for cause pursuant to the *Contract* prior to completion of the *Project*, and the *Client* performs its obligations in the *Contract*, the *Licensed Technologist* and its *Consultants* hereby waive in favour of the *Client* their *Moral Rights* in the *Project* regardless of what the *Licensed Technologist* has identified in their voluntary wavier identified in paragraph 1 of this Appendix B.

In cases of significant restoration, alteration, or addition, and where *Moral Rights* are retained by the *Licensed Technologist* with respect to the *Project* in its entirety or in the design as expressed in the built form, the *Client* shall consult with the *Licensed Technologist* as to how retain the integrity of the *Licensed Technologist's* work while providing for the new work.

Acting in good faith, in cases of significant restoration, alteration, or addition, and where *Moral Rights* are waived, the *Client* may but shall not be obliged to, consult with the *Licensed Technologist* as to how best retain the integrity of the *Licensed Technologist's* work while providing for the new work.

.....
CLIENT (*Signature*)

.....
LICENSED TECHNOLOGIST (*Signature*)

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

I have authority to bind the *Client*

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

I have authority to bind the *Licensed Technologist*

.....
(*Date*)

.....
(*Date*)

Moral Rights in this Appendix has the same meaning given to it in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended as of the *Effective Date* of the *Contract*.