

VISION, MISSION & MANDATE

Vision:

An Ontario in which architects are valued contributors to society, by creating a safe and healthy built environment that performs at the highest levels and elevates the human spirit.

Mission:

To serve the public interest through the regulation, support, and promotion of the profession of architecture in Ontario.

Mandate:

To regulate and govern the practice of architecture in Ontario in the service and protection of the public interest in accordance with the *Architects Act*, its Regulations and Bylaws; to develop and uphold standards of skill, knowledge, qualification, practice, and professional ethics among architects; and to promote the appreciation of architecture within the broader society.

May 2016



OAA COUNCIL MEETINGS

RULES AND PROCEDURES

Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation Binder, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council – see below.

Rules and Procedures for Discussion/Debate/Motions within Council Meetings

- 1) The maximum time for a speech in debate on a motion is two minutes.
- 2) The Chair shall keep a speakers' list of those wishing to speak to a specific item or motion; and
 - a) the speakers' list shall be built in the order that the Chair notes a member's intention to speak; and
 - b) any member having not spoken to a motion shall be given preference on the speakers' list over any member who has already spoken.
- 3) An original main motion may only be introduced at a meeting if it has been added under New Business to the agenda approved for that meeting.
- 4) Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation material, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council.
- 5) An item *For Information Only* which no Council member indicates will be the subject of a question or an original main motion is considered to be dispensed upon approval of the agenda for that meeting.
- 6) The meeting will move to a period of informal discussion immediately after a new item has been presented and any questions on the item have been put and answered, but before an original main motion on the item is introduced; and
 - a) a period of informal discussion is defined as the opportunity to discuss an item without there being a motion on the floor; and
 - b) the Chair of the meeting when the item is introduced continues as the Chair during the period of informal discussion unless he or she chooses to relinquish the Chair; and
 - c) in a period of informal discussion the regular rules of debate are suspended; and
 - d) a period of informal discussion ceases when the Chair notes that no additional members wish to speak to the item or when an incidental motion to return to the regular rules of debate passes with a majority; and
 - e) immediately upon leaving a period of informal discussion, the presenter of the item may move an original main motion on the item and the formal rules of debate resume; and



f) if the presenter of the item moves no motion on the item then the item is considered dispensed unless an indication to introduce additional original main motions on the item is on the agenda, in which case each of these motions is presented in turn and debated as per the rules of formal debate.



ONTARIO ASSOCIATION OF ARCHITECTS
Council Meeting of September 23, 2021 at approx. 11:00 a.m.

Meeting # 276

OPEN MEETING AGENDA

Recognition of Traditional Lands

- | | | |
|---------|---|-------------------------------|
| 4 mins | 1.0 AGENDA APPROVAL | |
| 1 min | 1.1 Declaration re. Conflict of Interest | |
| | 2.0 APPROVAL OF MINUTES | |
| 4 mins | 2.1 Draft minutes of the June 24, 2021 Open Council Meeting (<i>see attached</i>) | |
| 2 mins | 3.0 BUSINESS ARISING FROM THE MINUTES | |
| | 4.0 ITEMS FOR REVIEW AND APPROVAL | |
| 2 mins | 4.1 2022 Council Meeting Dates (<i>see attached</i>) | President |
| 20 mins | 4.2 OAA Operational Review – Report and Recommendations (<i>see attached</i>) | Governance Committee |
| 10mins | 4.3 2022 Conference – Proposed Conference Theme and Program (<i>see attached</i>) | Vice President Communications |
| 15 mins | 4.4 Interns Committee – Mentorship Survey: Approval of Draft Questions (<i>see attached</i>) | Councillor Abu-Bakare |
| 15 mins | 4.5 Governance Committee – Approval of Respectful Work Policy for Members of Council (<i>see attached</i>) | Governance Committee |
| 15 mins | 4.6 Report from Equity, Diversity & Inclusion and Truth & Reconciliation Report Working Group (<i>see attached</i>) | Working Group |
| 10 mins | 4.7 Amended OAA/OGCA Supplementary Conditions to CCDC2 (<i>see attached</i>) | Vice President Vilardi |
| 20 mins | 4.8 OAA Contract Suite 2021 and new Document 600 (<i>see attached</i>) | Vice President Vilardi |
| 5 mins | 4.9 OAA submission to CACB national validation conference 2022 (<i>see attached</i>) | Vice President Krickhan |
| 25 mins | 4.10 Discussion and Direction re. Proposed Information Session for Council Election Nominees (<i>see attached</i>) | Council |
| | 5.0 ITEMS FOR DISCUSSION | |
| | 6.0 EXECUTIVE COMMITTEE REPORTS | |
| 3 mins | 6.1 Report from the President | President |
| 3 mins | 6.1.a Activities for the months of June-September (<i>see attached</i>) | Executive Director |
| | 6.1.b Report from Executive Director (<i>see attached</i>) | 5 mins |
| | 6.2 Report from the Senior Vice President and Treasurer | |

Open Council Agenda

7 mins	6.2.a Financial Statements for 9 months ended August 31, 2021 (<i>TBD</i>)	SVP & Treasurer
10 mins	6.3 Report from Vice President Strategic 6.3.a Report from Vice President Strategic (<i>see attached</i>) 6.3.b Update re. City of Toronto Zoning By-law and Ontario Municipal Board (OMB) Appeal (<i>see attached</i>)	Vice President Schuhmann
7 mins	6.4 Report from Vice President Communications 6.4.a Report from the Vice President Communications (<i>see attached</i>)	Vice President King
7 mins	6.5 Report from Vice President Regulatory 6.5.a Activities Report from the Registrar (<i>see attached</i>)	Vice President Hastings Registrar
7 mins	6.6 Report from Vice President Practice 6.6.a Report from Vice President Practice (<i>see attached</i>)	Vice President Vilardi
7 mins	6.7 Report from Vice President Education 6.7.a Report from Vice President Education and Comprehensive Education Committee (<i>see attached</i>)	Vice President Krickhan
3 mins	6.8 Report from Immediate Past President 6.8.a OAA Building Committee Update (<i>see attached</i>)	Immediate Past President Kurtin
	7.0 ITEMS FOR INFORMATION	
2 mins	7.1 Society Updates and 2021 Fall President's Tour (<i>oral</i>)	President
	8.0 OTHER BUSINESS	
	9.0 DATE OF NEXT MEETING	
	9.1 The next regular meeting of Council is Thursday November 4, 2021 at 9:30 a.m. via Zoom.	
	10.0 ADJOURNMENT	

Ontario Association of Architects

Meeting #275 Open

MINUTES

June 24, 2021

The two hundred and seventy fifth meeting of the Council of the Ontario Association of Architects, held under the *Architects Act*, took place on Thursday June 24, 2021 via Zoom.

Present:	Susan Spiegel	President
	Paul Hastings	Vice President Regulatory
	Jennifer King	Vice President Communications
	Natasha Krickhan	Vice President Education
	Kathleen Kurtin	Immediate Past President
	Kristiana Schuhmann	Vice President Strategic
	Settimo Vilardi	Vice President Practice
	Farida Abu-Bakare	Councillor
	J. William Birdsell	Councillor
	Heather Breeze	Councillor
	Donald Chen	Lieutenant Governor in Council Appointee
	Barry Cline	Councillor
	J. Gordon Erskine	Councillor
	Jeffrey Laberge	Councillor
	Michelle Longlade	Lieutenant Governor in Council Appointee
	Lara McKendrick	Councillor
	Elaine Mintz	Lieutenant Governor in Council Appointee
	Deo Paquette	Councillor
	Gaganjot Singh	Lieutenant Governor in Council Appointee
	Andrew Thomson	Councillor
	Kristi Doyle	Executive Director
	Christie Mills	Registrar
	Tina Carfa	Executive Assistant, Executive Services
Regrets:	Agata Mancini	Senior Vice President & Treasurer
Guests:	Melisa Audet	Manager, Practice Advisory Services
	Adam Tracey	Manager, Policy and Government Relations

The President called the meeting to order at 10:45 a.m.

The President noted a video titled *Every Child Matters: Reconciliation Through Education* directed by Ry Moran through the National Centre for Truth and Reconciliation would be shared with Council as an acknowledgement and recognition of the indigenous land and its people.

DECLARATION RE CONFLICT OF INTEREST

The President called for declaration of any conflicts of interest.

No conflicts of interest were declared.

AGENDA APPROVAL

9226. The President noted that no new items would to be added to the agenda.

It was moved by Longlade and seconded by Cline that the agenda for the June 24, 2021 open meeting be approved as circulated.

-- CARRIED

APPROVAL OF MINUTES

9227. *Reference Material Reviewed:* Draft minutes of the May 12, 2021 Open Council meeting.

The draft minutes of the May 12, 2021 Open Council meeting were reviewed.

It was moved by Birdsell and seconded by Vilardi that the minutes of the May 12, 2021 Open Council meeting be approved as circulated.

-- CARRIED

BUSINESS ARISING FROM THE MINUTES

9228. There was no business arising from the minutes.

ITEMS FOR REVIEW AND APPROVAL

9229. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated June 7, 2021 re. Canadian Architectural Certification Board (CACB) National Standing Committee and International Relations Committee (IRC) – Amended Terms of Reference and attached supporting documentation. **(APPENDIX 'A')**

Doyle reported that amendments to the existing terms of reference were reviewed and recommended for approval at the June 4, 2021 meeting of the Canadian Architectural Licensing Authorities (CALA). Some of the key amendments to update the terms included setting terms for individual committee members as well as an appointment process for committee members which will ensure appropriate turnover, and assurance of the continuity of corporate knowledge.

It was moved by Vilardi and seconded by Birdsell that Council approve the Terms of Reference for the Canadian Architectural Certification Board (CACB) National Standing Committee dated May 18, 2021.

-- CARRIED

It was moved by Paquette and seconded by Cline that Council approve the Terms of Reference for the Canadian Architectural Licensing Authorities (CALA) International Relations Committee (IRC) dated May 18, 2021.

-- CARRIED

9230. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated June 7, 2021 re. Canadian Architectural Licensing Authorities (CALA) – Incorporations By-law and Articles of Incorporation and attached supporting documentation. **(APPENDIX 'B')**

Doyle reported that the administrators of CALA and legal counsel have been reviewing and refining the by-laws and articles of incorporation to facilitate the incorporation of CALA for the past 2 years. Up to now, CALA has been a national committee and recognized the need to move to the form of a legal entity which led to discussion to create a more formal body over three years ago.

Doyle noted that CALA was seeking to create a more identifiable body in terms of a national contact for licensing, increased eligibility for funding opportunities for grants and projects, while continuing to preserve the current working structure, and autonomy.

Doyle reviewed the highlights of the structure. The statement of purpose clearly states what CALA is permitted to do as a corporation as well as what it is limited to. The by-laws clarify the categories of members within CALA, funding, the decision-making model, staffing, and the structure of the Board of Directors. The by-laws also allow for flexibility in terms of meetings.

It was noted by Doyle that the 'member' on CALA would represent the OAA with one vote at the the annual general meeting. The Board would consist of up to 13 individuals, to include a Chair, Vice Chair, and Treasurer.

Doyle indicated that funding will be based on an operations budget with per capita contributions from each member. Decision-making is based on a consensus model which also allows for an opt out option for the regulators i.e., should a decision not fit the regulatory model of a province or other reason.

A member of Council enquired as to the decision to select a 13 member Board composition. Clarification was requested as to whether consideration was made to accommodate the potential for other organizations to join in the future.

Doyle responded that should another jurisdiction, such as the other two territories, establish architectural regulatory authorities, it could be accommodated by CALA.

A Council member enquired as to whether there is an opportunity for a position on the Board for an Indigenous elder in the territories.

Doyle responded that the purpose of the entity is it to represent the regulatory bodies and is comprised of regulator organizations. Each member on the Board is representing a regulatory body.

It was noted by Doyle that the deadline for the final application for incorporation is planned for September and therefore, final approval from the provincial regulators will need to be received prior to that date.

A member of Council enquired as to whether meetings will be held in different jurisdictions.

Doyle responded that in the past, in person meetings were held at different locations nationally. Additionally, there are three committees under CALA which have met in person and virtually.

It was noted again by Doyle that the intent is for senior staff to be recognized as the member on behalf of the individual regulator and would represent the business interests of the corporation. The members of the Board would be comprised of Council representatives and would hold the vote at the Board.

A member of Council requested some clarification as to whether a Lieutenant Governor in Council (LGIC) appointee hold a position as representative for Indigenous people.

Doyle noted that the requirement that the Board be comprised of Council members does not specifically state that it must be an architect.

It was noted by Doyle that per the by-laws each individual regulatory/Council would need to decide who would be to represent them at the CALA table.

It was moved by Birdsell and seconded by Vilardi that Council approve the incorporation of the Canadian Architectural Licensing Authorities of which the OAA is a member; and, that Council approve in principle the proposed by-law and Articles of Incorporation of the Canadian Architectural Licensing Authorities (CALA) subject to minor amendments that might be required to address specific comments from the individual CALA regulators.

-- CARRIED (15 in favour, 1 opposed)

9231. *Reference Material Reviewed:* Memorandum from Councillor and Interns Committee Chair, Farida Abu-Bakare dated June 10, 2021 re. Community Engagement and Consultation for Intern Architects and attached supporting documentation. **(APPENDIX 'C')**

Councillor Abu-Bakare reported on the Committee's request to hire an architectural graduate with the purpose to identify key issues facing interns. The graduate would serve as a central point of contact and information gathering and be under her direction.

It was suggested by a member of Council that the report includes outreach, and that a survey to the members may be of benefit to identify issues of unfair treatment of interns to be shared with the membership.

Abu-Bakare noted that the budget is based on a range of hours. It was noted by a Council member that for the Truth and Reconciliation project the individual was initially compensated at \$25/hour with a maximum of up to \$8,000. There was a second stage to the contract as well that expanded the scope and the rate.

It was suggested by a Council member that there was a lack of information in the last survey conducted and is therefore important that the work is as comprehensive as possible.

A Council member suggested that the OAA create and share a fair employment contract for architectural firms which would demonstrate leadership on the part of the Association.

Some concern was expressed by Doyle that the scope requires further clarification, adding that the chart in the report identifies a significant amount of work and does not match the scope proposed.

Abu-Fakare responded that the scope is intended for the graduate to aspire to and, additional staff resources would be required to obtain some of the information for the graduate. The roundtables would be organized by the graduate and developed for later in the fall. The list is to be treated as recommended suggestions though all do not necessarily need to be included in the work.

It was moved by Abu-Bakare and seconded by Schuhmann that Council approve the engagement of an architectural graduate research assistant whose scope of work will include administration and organization of research for the Interns Committee over the course of the next three months, with a maximum budget of up to \$10,000 to be drawn from policy contingency; that Councillor Abu-Bakare provide oversight and supervision of the individual; and, that Abu-Bakare will work with staff to finalize the scope of work.

-- CARRIED

9232. *Reference Material Reviewed:* Memorandum from Councillor and Interns Committee Chair, Farida Abu-Bakare dated June 11, 2021 re. Mentorship Review and attached supporting documentation. **(APPENDIX 'D')**

Councillor Abu-Bakare reported that the Interns Committee is recommending more targeted data gathering by way of Survey Monkey.

A member of Council enquired as to whether there will be the opportunity for Council to add a list of questions to be asked.

It was suggested by a member of Council that the question to identify if the individual is a mentor or mentee be expanded to include 'neither' and then include further feedback.

A Council member suggested including the option for the individual to confirm if they would be interested in becoming a mentor. A member of Council suggested that this be placed at the top of the survey to provide an immediate response to identify.

Doyle requested some clarification with respect to the survey target audience. The report currently indicates that the survey is to be circulated to mentors, and student associates/intern architects. However, based on the current conversation, the scope would expand to include all members, intern architects and student assocaites thus changing the the target and length of the survey. The resources would need to change; the cost of a larger survey would be estimated at \$10,000 and be undertaken by a third party like Stratcom.

Some concern was expressed by a member of Council with respect to the number of surveys which may create a lesser response going forward. Members are facing survey fatigue.

A Council member suggested that a third party firm to create the survey is unnecessary due in part to a lack of understanding of the industry and the membership.

It was suggested by a member of Council that consideration be made to place some trust in the work of a professional consultant.

A Council member suggested a forum as opposed to a formal Council meeting would be appropriate to review the questions and offer feedback.

It was moved by Abu-Bakare and seconded by Longlade that Council approve the request of the Interns Committee to develop and administer a survey to the membership regarding the mentorship experience and any obstacles and challenges they might be facing; that the final set of survey questions be brought forward to the September meeting of Council for approval; that an outside survey consultant firm be engaged to administer the survey; and, that a budget up to \$11,000 be established to be drawn from the policy contingency.

-- CARRIED (15 in favour, 1 opposed (Birdsell))

9233. *Reference Material Reviewed:* Memorandum from Vice President Communications, Jennifer King dated June 10, 2021 re. 2021 OAA Virtual Conference Week and Planning for Conference 2022 and attached background information. **(APPENDIX 'E')**

The Vice President Communications reviewed the summary de-brief of the 2021 OAA Virtual Conference adding that this year's Continuing Education (ConEd) offerings were specially curated as opposed to a call for presenters as conducted for past Conferences. It was also noted as well that this year's Conference will be recording a deficit.

It was noted by the Vice President Communications that for the 2022 Conference a customized hybrid approach is being proposed. This would in part reduce the carbon footprint and allow for increased accessibility at a lower price point while still hosting some in person events. ConEd would be curated once again for 2022 providing that the regular Webinars would also continue to be offered. The Committee is planning to finalize a program and present to Council at its September meeting.

Missio noted that the move toward a hybrid approach would allow for flexibility due to the currently changing landscape and allows for sufficient lead-time preparation. Additionally, it would offer the membership a more affordable and accessible Conference.

It was noted by Missio that this year's Conference attendance was somewhat lower than past Toronto conferences, though comparable or higher to past out-of-town conferences.

It was suggested by a Council member that an infotainment hybrid may be concept for the Committee's consideration such as a DJ walk in session or an education piece with music.

A member of Council enquired as to the amount of current deposits that might be subject to loss without a full in person conference.

Doyle responded that the venues are booked and the size of conference likely would not affect the actual deposits. If the membership is unable to meet in person at all, it is expected that the deposits may be rolled ahead once again. For example, there may be an option to hold the AGM in person as well as to stream it virtually. With a reduced in person attendance, this opens up the option of holding the conference in other cities going forward.

A Council member suggested that the Conference not be pared down, adding that a complete day of activities dedicated to the public should be considered.

Missio indicated that feedback to the Committee is welcome and a proposed program will be presented to Council for consideration in September.

It was moved by King and seconded by Schuhmann that based on the success of the OAA virtual conference 2021, Council approve in principle a hybrid approach for Conference 2022 as proposed in the report to Council dated June 10, 2021; and that staff and the Vice Presidents Communications and Education along with the Senior Vice President & Treasurer be directed to develop the program and budget for approval at the September Council meeting.

-- CARRIED (15 in favour, 1 opposed)

9234. *Reference Material Reviewed:* Memorandum from the Governance Committee dated June 15, 2021 re. Governance Committee Report & Proposed Revision to OAA Committee Composition and attached background information. **(APPENDIX 'F')**

The Immediate Past President reported that the Committee has revised the motion from the May meeting to reconsider the wording for committee composition.

A Council member enquired as to whether the Chair is to be a Vice President or member of Council.

The Immediate Past President responded that either option is possible however it is important that it is a member of Council to ensure appropriate communication between the Committee and Council.

A member of Council enquired as to whether it is Council or the Committee are responsible for appointing the Chair of a committee.

The Immediate Past President responded that there is only one or two committees who select a Chair whereas the remaining seats are generally dictated by the terms of reference. As a point of clarification, the wording in the committee composition indicates a preference though not mandatory.

It was suggested by a member of Council that the Committee should be solely responsible for appointing the Chair.

The following motion was withdrawn:

It was moved by Kurtin and seconded by Laberge that Council accept the wording proposed by the Governance Committee in order to standardize OAA Committee Composition; and, which is to be incorporated into the individual committee terms of reference as follows:

"The Committee will be comprised of (insert no.) individuals, one of which will be the Vice President and/or another member of Council. Either may serve as the Chair. In addition to the architects, efforts will be made to have representation on the Committee by other categories of licensed members, as well as an intern architect. Where a seat on the Committee has been reserved for additional categories of licensed members (other than architects) that seat will be considered to be filled when occupied by a member of Council that holds that membership status."

-- MOTION WITHDRAWN

The following motion was proposed:

It was moved by Kurtin and seconded by Laberge that Council accept the wording proposed by the Governance Committee in order to standardize OAA Committee Composition; and, which is to be incorporated into the individual committee terms of reference as follows:

“The Committee will be comprised of (insert no.) individuals, one of which will be the Vice President and/or other members of Council. In addition to the architects, efforts will be made to have representation on the Committee by other categories of licensed members, as well as an intern architect. Where a seat on the Committee has been reserved for additional categories of licensed members (other than architects) that seat will be considered to be filled when occupied by a member of Council that holds that membership status.”

-- CARRIED

Doyle noted that the committee appointments from Council are held in January each year where the appointments and Chairs are determined at that time.

Mills noted that for statutory committees the Chair and Committee composition is set out in the *Architects Act* and the Regulations. There does not appear to be any contradiction with the proposed terms of reference but in the event of a discrepancy the legislation and regulations would prevail.

It was moved by Kurtin and seconded by Erskine that the Committee Chairs be a member of Council.

-- CARRIED (16 in favour, 2 opposed)

ITEMS FOR DISCUSSION

9235. *Reference Material Reviewed:* Memorandum from Board Member, Toronto 2030 District, Sheena Sharp dated June 3, 2021 re. Toronto 2030 District and attached background information. **(APPENDIX ‘G’)**

The Vice President Strategic reported that Toronto was established as the first 2030 District in Canada. The organization is now self sustaining and is an incorporated entity.

A member of Council requested some clarification as to whether the organization no longer requires financial support from the OAA.

The Vice President Strategic responded that they have recently secured grant IESO (Independent Electricity Systems Operator) funding.

Action: Council directed that a letter from the President be sent to Past President Sharp as a note of appreciation for her work with the organization and as a representative of the OAA.

EXECUTIVE COMMITTEE REPORTS

9236. *Reference Material Reviewed:* Activities for the months of March-June. **(APPENDIX ‘H’)**

The President reported that an updated schedule since March is included for information. It was noted that the President's address and 2021 AGM proceedings are now available to view online.

The report was noted for information.

9237. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated June 16, 2021 re. Update on Activities of the Executive Director. **(APPENDIX ‘I’)**

Doyle reported that she met with insurance provider, Hub International who advised that auto insurance rates are likely to drop, adding that there will be a communication to the membership announcing this in the next short while.

The report was noted for information.

9238. *Reference Material Reviewed:* Memorandum from the OAA Technology Program Review Working Group dated June 11, 2021 re. Update from the OAA Technology Program Review Working Group. **(APPENDIX 'J')**

The President reported.

The report was noted for information.

9239. *Reference Material Reviewed:* Memorandum from the Equity, Diversity, Inclusion | Truth & Reconciliation Working Group dated June 11, 2021 re. Equity, Diversity, Inclusion | Truth & Reconciliation Working Group Update. **(APPENDIX 'K')**

The President reported.

The report was noted for information.

9240. *Reference Material Reviewed:* Memorandum from the Senior Vice President and Treasurer, Agata Mancini dated June 10, 2021 re. Unaudited Financial Statements for the Six Months Ended May 31, 2021 and attached supporting documentation. **(APPENDIX 'L')**

A member of Council requested some clarification with respect to next steps regarding the lack of spending by Committees for the year and considering that in the context of next years budget..

Doyle noted that the committee budgets will be initially drafted by staff and direction will be given to assume at least half of the meetings will continue to be virtual.
The report was noted for information.

9241. *Reference Material Reviewed:* Memorandum from Vice President Strategic, Kristiana Schuhmann dated June 9, 2021 re. Update on activities under the Vice President Strategic portfolio and attached background information. **(APPENDIX 'M')**

The Vice President Strategic reported on the QP Picks and World Architecture Day.

The Vice President also noted that Council had approved the OAA's draft submission to government regarding long term care, and congregate living institutions. A funding request from the University of Toronto for a study on long term care facilities and best practices was approved by Council.

It was noted by the Vice President Strategic that the members of the Large Firms Roundtable have been contacted and advised to continue the work done to date in an independent format. Since the last report, the TEUI Calculator launched and now reported to be running well.

The Vice President Strategic noted that the *Value of Zero* session at Conference was a success and well accepted. The Toronto Housing and Planning Committee is launching version 4 of the Toronto Green Standard and the OAA will be lending its support.

The Vice President Strategic noted that staff have been contacting MPP's directly to solicit submissions for the QP picks and that this year the most submissions to date have been received.

Doyle note that there are 42 submissions and the Policy Advocacy Coordination Team (PACT) agreed that it would not be necessary to have Council reach out to MPPs to solicit the buildings for 2021. They may connect with Council once everything has been selected to reach out to the MPPs with a launch date targeted in October.

The report was noted for information.

9242. *Reference Material Reviewed:* Memorandum from the Communications Committee dated June 15, 2021 re. Communications Committee Update and attached background information. **(APPENDIX 'N')**

The Vice President Communications reported.

The report was noted for information.

9243. *Reference Material Reviewed:* Memorandum from Vice President Regulatory, Paul Hastings and Registrar, Christie Mills dated June 11, 2021 re. Activities under the Registrar April 29, 2021-June 9, 2021 and attached background information. **(APPENDIX 'O')**

The Vice President Regulatory reported, noting that the issue of act enforcement is being addressed.

Mills noted that enforcement statistics are reported quarterly.

The report was noted for information.

9244. *Reference Material Reviewed:* Memorandum from Vice President Practice, Settimo Vilardi dated June 16, 2021 re. Report from Vice President Practice. **(APPENDIX 'P')**

The Vice President Practice reported.

The report was noted for information.

9245. *Reference Material Reviewed:* Memorandum from Vice President Practice, Settimo Vilardi dated June 17, 2021 re. OAA Contract Suite 2021 – Progress Report and attached supporting documentation. **(APPENDIX 'Q')**

The Vice President Practice reported.

A Council member requested some clarification with respect to the abbreviated reference choice to the French language version.

Audet responded that the abbreviation was derived from the French pronunciation however it can be changed should it be directed to do so.

The report was noted for information.

9246. *Reference Material Reviewed:* Memorandum from Vice President Practice, Settimo Vilardi dated June 9, 2021 re. OAA/Ontario General Contractors Association (OGCA) Best Practice Committee – Report on May 27, 2021 Meeting and attached background information. **(APPENDIX 'R')**

The Vice President Practice reported.

The report was noted for information.

9247. *Reference Material Reviewed:* Memorandum from the Vice President Education, Natasha Krickhan dated June 15, 2021 re. Update from Vice President Education and attached supporting documentation. **(APPENDIX 'S')**

The Vice President Education reported that work on the OAA's white paper for the 2022 Validation Conference will begin shortly. Executive summaries outlining initiatives from the four sub-committees have been received.

It was indicated by the Vice President Education that a request is being made to remind Council of the Committee's mandate and need for more regular contact on all levels with the Committee to provide guidance. It was suggested that there be increased liaison with the Communications Committee on issues or educational opportunities. It was suggested that a meeting between the Vice Presidents of Communications, Education and Strategic be scheduled to discuss further.

It was noted by a member of Council that the results of the operational review have been received and these suggestions may be considered in future in the context of the recommendations from that review.

The report was noted for information.

ITEMS FOR INFORMATION

9248. *Reference Material Reviewed:* Ontario Association for Applied Architectural Sciences (OAAAS) Report to Council dated June 15, 2021. **(APPENDIX 'T')**

The report was noted for information.

9249. *Reference Material Reviewed:* Canadian Architectural Licensing Authorities (CALA) Regulators Agenda – June 4, 2021. **(APPENDIX 'U')**

The report was noted for information.

9250. *Reference Material Reviewed:* Canadian Architectural Certification Board (CACB) Semi-annual report, May 27, 2021. **(APPENDIX 'V')**

The report was noted for information.

OTHER BUSINESS

9251 Comments addressed here were minuted under numbers 9240.

A Council member requested that future reports from the survey consultant be consistent in font and display size.

DATE OF NEXT MEETING

9252.. The next regular meeting of Council is Thursday September 23, 2021 at 9:30 a.m. via Zoom.

ADJOURNMENT

9253. **It was moved by Longlade and seconded by Vilardi that the meeting be adjourned at 2:45 p.m.**

-- CARRIED UNANIMOUSLY

President

Date

2022 COUNCIL MEETING DATES

Meetings will be held virtually at 111 Moatfield Drive, Toronto, unless otherwise noted.

In-Camera begins at 9:30 a.m.

Open begins at approximately 11:00 a.m.

Thursday	January 20, 2022	
Thursday Friday	February 3, 2022 February 4, 2022	COUNCIL PLANNING SESSION: Timing TBD
Thursday	March 3, 2022	
Wednesday	May 10 or 11, 2022	Pending Conference 2022 schedule
Thursday	June 23, 2022	
Thursday	September 22, 2022	
Thursday	November 3, 2022	
Friday	December 9, 2022	

Memorandum

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 4.2

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
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Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

From: Governance Committee

Kathleen Kurtin, Chair	Michelle Longlade
Jeffrey Laberge	Elaine Mintz
Susan Speigel	

Date: September 8, 2021

Subject: OAA Operational Review – Final Report & Recommendations

Objective: To seek Council's approval of the Recommendations resulting from the OAA Operation Review.

Background:

From February to June 2021, the OAA undertook its first operational review. The Review was prompted as part of a broader refresh strategy for the OAA which has included major building renovations, a new website, and new visual identity. The Review was conducted by G.Vergillio and Associates who was engaged through an RFP process. The objective of the review was to ensure the OAA is organized, resourced, and administered in an optimal manner. It was important as well that the review be conducted in the context of the legislative mandate of the OAA, along with its vision, mission, and strategic objectives and also consider how governance intersects with operations.

The following specific questions were addressed within the scope of the review:

1. What are the strengths within the operations of the Association?
2. Are their processes that could be reengineered to increase efficiency and effectiveness?

3. Is the level of staffing adequate to support the workload? If not, where are the gaps?
4. Is there optimization of staffing and financial resources? If not, what improvements can be made?
5. Are day-to-day operations, particularly in certain areas, working as smoothly as possible?
6. Do the governance principles of the OAA complement the Association's operations and vice versa? Are there improvements to be made?
7. Are operations functioning in an effective way to support both the OAA's primary and secondary objectives as set out in the *Architects Act*?

The consultation phase was comprehensive and included a review of key OAA documents and policies as well as individual and group interviews with staff, existing and past members of Council, as well as leaders of other allied organizations.

Summary Findings

The final consultant Report and Recommendations were presented to the Governance Committee on June 30. As a small organization, confidentiality of the participants and process was, and continues to be of paramount importance.

The findings of the Review confirmed and acknowledged that the OAA is an organization of tremendous strengths, including a dedicated and passionate staff, Council and volunteer base. The OAA is well regarded and has a very positive relationship with outside organizations, and stakeholders. The OAA is seen as a thought leader by the other Canadian architectural regulators. The OAA's regulatory functions are well executed and the organization is financially strong. The annual conference and continuing education program are of high quality. Staff work well together and respect each other. Over the years the OAA has demonstrated that it has the capability to bring large scale projects to fruition including the new Website, the logo redesign, the building renovation, online learning and webinars, annual conference, high level and detailed government consultation submissions as well as the handling of the COVID 19 pandemic and related resources for members.

As anticipated and desired, the Review confirmed areas in which the OAA has weaknesses or gaps, as well as uncovered other areas for improvement that may not have been readily apparent. Of specific note and concern was the lack of a formal strategic plan and the operational and tactical plans that would accompany it. Clarity is needed in terms of roles, responsibilities and accountabilities between Council and staff. Additional capacity is needed in the area of data management as the Association membership and programming grows. This need for better data management is resulting in specific inefficiencies in operations that could be improved upon. Of note as well is the need for clearer succession planning and additional leadership training across the Association.

The resulting recommendations have provided a framework to build on our strengths and address a number of gaps and/or weaknesses. It is an exciting time for the OAA and an opportunity to take the organization's capacity and performance to the next level.

Recommendations

The Operational Review resulted in 40 individual recommendations that were developed to specifically address the findings from the consultation phase. The Governance Committee reviewed and discussed all 40 recommendations with purpose and precision. Following that review, two of the recommendations were deleted as they were in fact covered within the context of other recommendations or lacked an appropriate level of specificity.

Attached for Council's consideration are 38 specific recommendations. Some recommendations are broad in scope while others are very precise. These recommendations have been grouped into six major categories as follows:

- 1. Develop, implement, and monitor a five-year strategic plan.**
- 2. Develop the necessary organizational capacity to meeting OAA's needs.**

This is the area that contains the bulk of the recommendations for consideration which includes the following 4 specific buckets:

- IT and Data management needs
- OAA structure review and building leadership competencies
- Enhancements to performance management process and evaluations
- Triage for new projects and policy development

- 3. Implement additional measures to minimize risk to the organization**
- 4. Ensure measures for a safe, inclusive and effective workplace environment**
- 5. Define roles & establish accountability measures -- this includes Council roles and responsibilities, staff roles and responsibilities and governance measures.**
- 6. Invest in diversity, equity, and inclusion (DEI) at the OAA.**

Some of these recommendations can be implemented by the OAA Council and staff. In other instances, it is recommended that external consultants be engaged to help respond to the recommendations.

Given the number and scope of the recommendations, an implementation timeline of five years has been proposed. The actual timeline however will be affected by many factors including the financial and staff resources available for implementation, dependencies, and emerging issues.

Attached is the complete list of recommendations which are being managed by the Executive Director through a project management software program. It is suggested that these recommendations be treated as a 'project' with a five-year timeline assigned to it. The various recommendations have been prioritized in terms of urgency and assigned a timeframe within the five-year continuum in which to be addressed. The recommendations have also been categorized as being 'operational' and as such action on those are the responsibility of the Executive Director (staff), or as 'governance and operational' which then requires the involvement of both the Executive Director (staff) and the Governance Committee/Council. Within the categories, some of the recommendations have been further filtered into buckets including 'IT bucket', 'HR bucket' and 'Governance Review bucket'.

The development and implementation of a 5-year strategic plan has been identified as one of the first priorities and sits on its own as one of the category recommendations. The Governance Committee recommends that three different consultants be engaged in Year 1 to begin to address recommendations that can be addressed as a group. A strategic planning consultant, an HR Consultant and a Data Management Consultant are required. Funding for these individuals has been included in the draft 2022 operations budget in anticipation of Council's approval to proceed.

While those areas are to be addressed with the help of outside consultants, the OAA Executive Director has indicated where work is already underway to address operational recommendations and/or an anticipated timeline for completion on the attached spreadsheet as well.

Next Steps

Pending discussion at the September 23 Council meeting, the Governance Committee would like to recommend that Council approve the recommendations that have resulted from the OAA's operational review.

With that approval, the Committee further recommends that Council approve the engagement of three external consultants in Year 1 of the implementation plan: Data Management consultant, Strategic Planning Consultant and an HR Consultant to work along side staff and Council as appropriate to address the

recommendations that fall into each of those respective 'buckets', and that the funding for these be approved as part of the 2022 operational budget.

The Committee further recommends that the Executive Director work with the Governance Committee to further review the implementation plan for each of the individual recommendations as appropriate and the Executive Director be asked to provide regular updates to Council as to the progress made. Accordingly, where funding may be needed to address specific recommendations those financial needs will be identified and brought forward to Council for consideration, or as part of the annual budgeting process.

Finally, it is recommended that the Governance Committee work with the Communications team to develop and implement a plan to communicate a summary of the review and resulting recommendations for the membership and public in the coming months.

Action: Council is asked to consider the following motion:

"It was moved by...and seconded by...that


the 38 recommendations resulting from the OAA's 2021 Operational Review as presented at the September 23 meeting of Council be approved along with the proposed 5 year time line for implementation;

external consultants be engaged in Year one of the project to address recommendations in the areas of HR, Data Management, and Strategic Planning;

the Executive Director be requested to provide regular updates to Council regarding the implementation of the individual recommendations as well as adherence to the timeline and additional human or financial resources needed to address the recommendations; and,

the Governance Committee work with the communications team to develop and implement a plan to communicate a summary of the Operational Review and resulting recommendations as well as updates on their implementation

Attachments: Table of Recommendations – OAA Operational Review 2021

OAA Operational Review Recommendations - September 2021										
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Develop, Implement & Monitor 5 year Strategic Plan (1 Recommendation)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Develop, Implement & Monitor 5 year strategic plan	Develop & Implement	Implement & Monitor	Implement & Monitor	Implement & Monitor	Implement & Monitor	High	50000		Operational & Governance	Working on it
							50000	0		
Develop Necessary Organizational Capacity to Meet OAA Needs (17 Recommendations)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Comprehensive Review of OAA's Technology & Data Management Needs at organizational level - IT REVIEW BUCKET	X					High	30000		Operational - ED	Planned
Develop & Implement a Plan to fulfil the OAA's Technology & Data Management needs - IT REVIEW BUCKET		Develop	Implement & Monitor	Implement & Monitor	Implement & Monitor	High			Operational - ED	Planned
Address Onsite / Server Storage capacity - IT REVIEW BUCKET			X			Low			Operational - ED	Planned
Address Website Search Function issues - SUB IT REVIEW BUCKET	X					High			Operational - ED	Working on it
Identify & Implement a Solution to log phone calls	X					Low			Operational - ED	Done
Consider organizational structure changes		X	X			Medium			Operational & Governance	On hold
Fill Known or anticipated staffing needs HR BUCKET	X					Medium			Operational - ED	Already Ongoing
Build Leadership Competencies across the OAA - HR BUCKET	X	X	X	X	X	High	20000		Operational & Governance	Planned
Improve the triaging of new projects/initiatives - GOVERNANCE REVIEW BUCKET - STRATEGIC PLAN BUCKET	X					High			Operational & Governance	Planned
Develop, Implement & Monitor a robust process for responding to complaints	X	X				Medium			Operational - ED	Already Ongoing
Modernize & Improve the Existing Performance Management Cycle & Processes -- HR BUCKET		X				Medium			Operational - ED	Planned
Clarify the Process Associated with Determining & Communicating Salary Increases, Bonuses, Title Changes & Promotions -- HR BUCKET		X				Low			Operational - ED	Planned
Develop & Implement a Process for Updating & Maintaining Practice Documents	X	X	Implement & Monitor	Implement & Monitor	Implement & Monitor	Medium			Operational - ED	Working on it
Create a Policy Framework to Guide Policy Development & Approval		X				Medium			Operational - ED	Planned
Develop & Implement a Policy Administration Framework			X	X		Low			Operational - ED	Planned
Develop a delegation of authority policy - GOVERNANCE REVIEW BUCKET		X				Medium			Operational - ED	Planned
Develop a whistleblower policy & a process to address complaints - HR BUCKET	X					Medium			Operational & Governance	Planned
							50000	0		
Define Roles & Accountability (4 Recommendations)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Clarify the role of Council & Modernize OAA's Governance Structure & Practices - Roles clarified and confirmed first by Governance Committee -- Modernization tied to GOVERNANCE REVIEW	Role Clarification	Governance Review				High	60000		Operational & Governance	Planned
Update Role Descriptions for all staff -- HR BUCKET		X	X			Medium			Operational - ED	Planned
Define Roles, Responsibilities & Accountability Measures - GOVERNANCE REVIEW BUCKET		Define	Update	Update	Measure	Medium			Operational & Governance	Planned
Develop Performance Measurement Framework & Measure OAA's performance -- HR BUCKET - GOVERNANCE REVIEW BUCKET		Develop	Measure	Measure	Measure	Medium			Operational & Governance	Planned
							60000	0		
Minimizing Risk to the Organization (10 Recommendations)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Develop, Implement and Monitor a Risk Management Framework, Plan & Policy		Implement & Monitor	Implement & Monitor	Implement & Monitor	Implement & Monitor	High			Operational & Governance, Operational - ED	Already Ongoing
Create Succession & Transition Plan for the ED			X	X	ED transition year	Medium			Operational & Governance	Planned
Create Succession Plan for Practice Advisors	X					Medium			Operational - ED	Done
Develop a Communications Plan about the OAA for the Public and Members	X	X	X	X	X	Medium			Operational & Governance	Done
Add Financial Policies & Controls to Further minimize risk to the Organization	X					Medium			Operational & Governance	Planned
Fully Document Key Financial Processes	X					Low			Operational - ED	Planned
Establish Trigger Points or indicators to Proactively Manage the OAA's Finances	X					Low			Operational - ED	Planned
Track & Report Expenses by Service Areas	X	Implement & Monitor				Medium			Operational - ED	Already Ongoing
Provide Training to Council Members & Staff team leads on Financial Management	X	X	X			Medium		4000	Operational - ED	Planned
Increase Engagement & Accountability of Managers in Financial Management	X	X	X			Low			Operational - ED	Already Ongoing
							0	4000		
Ensure Safe & Effective Workplace Environment (5 Recommendations)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Acknowledge, Stop & Prevent Workplace Bullying & Harassment - HR BUCKET	X	X	X	X	X	High			Operational & Governance	Already Ongoing
Change Culture of Expected Overtime	X	X	X	X	X	Medium			Operational - ED	Already Ongoing
Improve Communication Within the Organization & Across Service Areas	X	X	X	X	X	Medium			Operational - ED	Already Ongoing
Conduct Regular Staff Surveys	X	X	X	X	X	Low			Operational - ED	Done
Prepare for post pandemic work place	X	X				High				Working on it
							0	0		
Invest in DEI at the OAA (1 recommendation)										
Name	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	One time Cost	Annual cost	Operational or Governance	Status
Invest in DEI at the OAA	X	X	X	X	X	Medium			Operational & Governance	Already Ongoing
							0	0		

Memorandum

To: Council

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FOR COUNCIL MEETING
September 23, 2021
(open)
ITEM: 4.3

From: Jennifer King, Vice President Communications

Date: September 15, 2021

Subject: 2022 Conference – Proposed Conference Theme and Program

Objective: To receive Council support for the 2022 OAA Conference theme and overall program, which includes in-person and virtual elements.

At the June 2021 meeting, Council received a debriefing on the OAA's first virtual Conference, which had been held in May of this year. Based on successes achieved with this virtual format, Council was asked to consider a general format for the 2022 Annual Conference that would include in-person events in May in Toronto, as well as a number of virtual events leading up to Conference week.

At the same time, the Communications Committee was asked to offer a theme for the event.

This memo collects both these matters for Council's consideration.

Background

The OAA's 2021 Virtual Conference Week ran from May 17 to May 21, as the cornerstone event for a year of digital Conference-related activities, including the April Keynote with Jesse Wentz, the Annual General Meeting (AGM) in June, and other virtual tours and talks related to the SHIFT2021 Resiliency/Architecture Challenge planned for later this fall.

With approximately 1000 registrants, the Virtual Conference Week itself brought together curated Continuing Education panels and sponsored learning sessions, public celebrations (like the Recognition and SHIFT events), a digital trade show, and a public Plenary focused on the economics of zero-carbon projects.

The events—all strictly virtual in response to the COVID-19 pandemic and restrictions against social gatherings—were well-received for not only maintaining high quality, but also increasing the accessibility of a traditional in-person event in terms of cost and flexibility.

For 2022, uncertainty remains over the impact of the COVID-19 pandemic on public events. Currently, social gatherings are permitted and many are now vaccinated as Ontario remains at Step 3 of its reopening efforts. However, the province is currently experiencing a fourth wave and there are questions over restrictions in May 2022 as well as the level of comfort of OAA members, especially those outside the GTA. At the same time, there is a desire to continue building on the OAA's virtual events as they increase accessibility and allow for public engagement.

Theme

The theme serves as a title for the Conference and is the overriding topic that speaks to not only the relevant needs of the profession, but also inspiration for the plenary and education sessions. It also helps inform the choice of a Keynote Presenter, which the Communications Committee helps select.

Most themes come with “secondary concepts” in a short description paragraph or a list of bullets—these concepts also emerge as part of the Conference program. In 2021, the theme for the Virtual Conference Week was *Cultivate Inclusion*, which included “integrating new, diverse perspectives,” “collaborating,” and “meeting emerging challenges.”

The year previous, the planned Conference in Toronto was cancelled due to the COVID-19 pandemic. The intended theme was *Shifting Paradigms*. Previous themes in 2019 and 2018 were, respectively, *Empowering Change* and *Bold By Design*.

In advance of its August 2021 meeting, the Communications Committee was provided with notes from Council's email discussions regarding potential ideas (including ideas such as “architecture at a crossroads,” “biophilia,” and “creating impact”). The Committee also had a lengthy discussion over which topics are particularly timely and provocative. There was also thought to how one theme could speak to all three of Council's focuses—the people, the profession, and the planet.

This conversation continued after the meeting via email with the following achieving consensus (the first word can be read as both adjective and verb):

INSPIRING CLIMATE ACTION

As we continue to cope with a global pandemic, another challenge—the climate emergency—needs our attention and creative solutions.

Our planet faces unimaginable disaster. Buildings new and old must be resilient not only in the face of quickly changing climate patterns and disasters, but also in terms of carbon and energy efficiency.

The time for talking and planning has passed. We now need action!

The architecture profession must insert creative thinking into the climate discussion. This is our most valuable contribution to the collaborative decisions that need to be made.

The 2022 OAA Conference will showcase creative ideas and sustainable projects that explore architectural thinking applied to the climate crisis.

We aim to inspire you!

Proposed Program for 2022

Over the course of the summer months, a working group of Council consisting of the Senior Vice President & Treasurer and the Vice Presidents Communications and Education worked with staff and conference planners MCC to develop a hybrid model for consideration. The main objective for next year's program is to build on the successes the virtual format brought, as well as returning to in-person events at the booked venues that had been contracted for the cancelled 2020 Conference.

Programming for next year's Conference will comprise both in-person and virtual events throughout the year. This hybrid nature does not mean simultaneously broadcasting sessions, however, as this approach can both be extremely costly as well as difficult to achieve the desired impact for either audience. Rather, the hybrid concept means certain Conference-related events will be virtual and other events will be held live in-person and recorded, made available for viewing online shortly after the event.

The proposed schedule (see Appendix) makes use of the spaces the OAA has already reserved at the [Beanfield Centre](#) and [Toronto Event Centre](#) from May 11 to 13, 2022. It also includes ample consideration for between-session cleaning required during the pandemic. Working with the Conference Manager, the OAA Executive Director and MCC continue to monitor the venues to ensure social-distancing capacity is not exceeded and all unique COVID-19 restrictions are considered. It is further noted that the Beanfield Centre is a City of Toronto-owned facility; the OAA and its delegates will be required to adhere to the City's health and safety protocols.

ConEd

As was the case last year, the Continuing Education sessions are reduced in number given the various factors. While this impacts some of the choice between seminars, there is still the opportunity to earn approximately the same amount of

Structured Learning hours as in the past. Ultimately, those attending in person will be eligible for 28 hours, including six from the virtual webinars leading up to May.

Sessions will draw from both a call for presenters issued next month as well as proactive selections of a wide and diverse array of experts from the world of architecture and beyond as identified by the Comprehensive Education Committee. There has been some discussion that sessions could be recorded and shared on the OAA's YouTube channel to allow licensed members to earn Unstructured Hours, as well as the public and all those on the path to licensure to benefit from the presenters and discussions. This is still under discussion as there is a cost associated with editing and producing these videos.

Additionally, special Conference-branded webinars would be offered virtually in March, April, and May. These curated sessions would differ from the OAA Continuing Education Webinar Series in that the intent is to focus on topics that will speak directly to the Conference theme and include different formats such as panel discussions.

In May, sponsored education sessions (formerly known as Lunch and Learns) would be held in-person at the Toronto venues. Tours would be either in-person (and ideally, outside) during the May week in Toronto or virtual throughout the year, depending on the content. The Appendix provides a visual of the placement and offering of the Continuing Education sessions.

Special Events

The Keynote presentation would again be virtual-only to allow for the widest audience possible and ensure the greatest amount of participation. This would be held in April. Keeping the Keynote virtual increases the possibilities for a speaker (both with respect to availability and cost). Once the theme has been selected for the Conference, the Communications Committee will begin to consider options.

Combining pre-recorded and live elements, the Celebration of Excellence (i.e. awards ceremony) would be done in a simulcast fashion, held both in-person for those attending Conference as well as online to ensure opportunity for the public and industry peers to attend. (Care would be taken to highlight the award-winners' climate-responsive attributes, including EUI.) As usual, OAA Communications staff would work to have the Lieutenant Governor participate if possible. This event celebrates the Design Excellence winners as well as those honoured with OAA Service Awards.

The Plenary would be in-person for Conference attendees, but, like the ConEd sessions, could be recorded and shared online afterward. The specific topic for this event has not yet been decided but would be related or adjacent to the theme. Early suggestions have centred on topics like responses to climate-shock natural disaster or the role of architecture in long-term care.

Specific networking events, including Local Society events, OAAAS sessions (including student awards), the Newly Licensed event, and Archifete would be held in-person during the May Conference. While virtual offerings have increased the OAA's reach, these types of networking and social situations are best served in a "live" format.

The AGM will be offered in May at the Conference venue, but the intent is to explore this event in an online format as well to allow participation by members who cannot be there in person.

Budget

With Council's approval of the proposed program, staff will work quickly with MCC to develop a budget with the intent to create a balanced budget.

Action: Council is asked to consider the following motions:

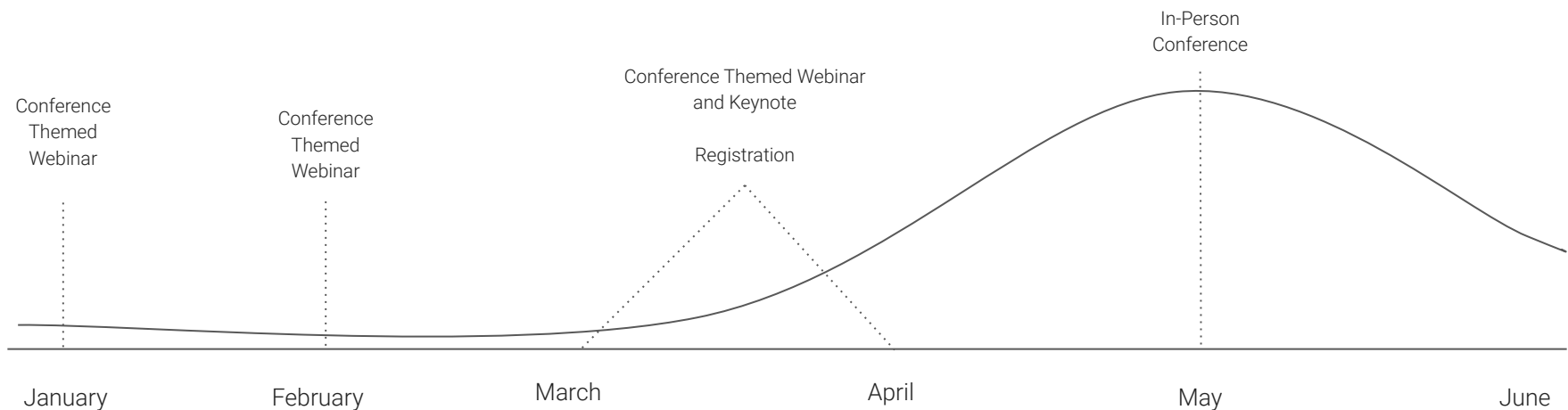
It was moved and seconded that Council approve INSPIRING CLIMATE ACTION as the theme for the OAA Conference 2022 as recommended by the Communications Committee.

It was moved and seconded that Council approve the proposed program and schedule of events for the OAA Conference 2022 as presented to Council on September 23, 2021.

Attachments: Conference Schedule

Conference Overview | In-person to Virtual Compliment (for planning purposes)

Lead up to Conference >>> **January through April || Online sessions; Keynote; Registration**
In-Person Conference >>> **May 10 (Offsite) + May 11 to 13 (Beanfield)**



OAA 2022 Conference Week | May 11 to 13 | Summary-at-A-Glance

	Tuesday,, May 10		Wednesday, May 11		Wed Hours	Thursday, May 12		Thurs Hours	Friday, May 13		Friday Hours
9:00 AM	Council Meeting	Travel Day for out-of-town attendees	Plenary/Panel Session 90 Minutes | General Session		1.5	(2) Concurrent ConEd Sessions 90 Minutes		1.5	(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 150-min Breakouts 1 ConEd Off Site Learning 1 Tour Opportunity (1)150-min OAA HQ	2.5
9:30 AM									Break		
10:00 AM			(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 90-min Breakouts 1 ConEd Off Site Learning 1 Tour Opportunity (1)120-min OAA HQ	1 to 2 Depending on selection	Break	(3) 120-min Breakouts 1 ConEd Off Site Learning 1 OAA HQ Tour 1 Tour Opportunity	1 to 2 Depending on selection	(6) 60-min Breakouts ConEd, Sponsored, Pop-up		
10:30 AM											
11:00 AM			Lunch Event 90 Minutes | General Session			To-go Lunch	(2) Concurrent ConEd Sessions 90 Minutes	1.5	(2) Concurrent Lunch Events 90 Minutes		
11:30 AM											
12:00 PM			(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 60-min Breakouts 1 ConEd, Off Site Learning 2 Tour Opportunities	1	(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 90-min Breakouts 1 ConEd Off Site Learning 1 OAA HQ Tour 1 Tour Opportunity	1.5	(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 150-min Breakouts 1 ConEd Off Site Learning 1 Tour Opportunity (1)150-min OAA HQ	2.5
12:30 PM									Break		
1:00 PM			ConEd Session 90 Minutes | General Session		1.5	(6) 60-min Breakouts Mix of ConEd, Sponsored, Pop-up	(3) 90-min Breakouts 1 ConEd Off Site Learning 1 OAA HQ Tour 1 Tour Opportunity	1.5	(6) 60-min Breakouts ConEd, Sponsored, Pop-up	(3) 150-min Breakouts 1 ConEd Off Site Learning 1 Tour Opportunity (1)150-min OAA HQ	2.5
1:30 PM									Break		
2:00 PM	Opportunity for Society Chairs Meeting Timing TBD	Check-in to hotel	ConEd Session 90 Minutes | General Session		1.5	Break			(2) Concurrent ConEd Sessions 90 Minutes		1.5
2:30 PM											
3:00 PM			Annual General Meeting		1.5	(2) Concurrent ConEd Sessions 90 Minutes		1.5	(2) Concurrent ConEd Sessions 90 Minutes		1.5
3:30 PM											
4:00 PM	Travel to HQ			Free Time			(2) Concurrent ConEd Sessions 90 Minutes		1.5		
4:30 PM											
5:00 PM	Special Event OAA HQ Grand Re-opening			President's Reception Celebration of Excellence Archifête TEC Contracted | 7:30 PM to 12:00 AM			(2) Concurrent ConEd Sessions 90 Minutes		1.5		
5:30 PM											
6:00 PM											
6:30 PM							(2) Concurrent ConEd Sessions 90 Minutes		1.5		
7:00 PM											
Late Evening							(2) Concurrent ConEd Sessions 90 Minutes		1.5		
SUBTOTAL (In-Person)	22	Depending on selections		7.5			8			6.5	

	Wednesday, May 11								
	2 GENERAL SESSIONS + AGM + CHOICE OF SESSIONS/ACTIVITIES FOR 2 TIME SLOTS								
9:00 AM	<div>Plenary Session</div> <div>Full Ballroom | All guests | Theatre Style, Socially Distanced</div> <div>90 Minutes | 9:00 AM to 10:30 AM</div> <div>400 Guests</div>								
9:30 AM									
10:00 AM									
10:30 AM	Break - 30 minutes						ConEd Off-site	Tour Program 90 Minutes With travel	Tour of OAA HQ 120 Minutes with Travel & To-go Lunch
11:00 AM	ConEd Breakout	ConEd Breakout	ConEd Breakout	Sponsored Session	Sponsored Session	Pop-up Event	Experiential Education		
	60 Minutes 11 to 12 PM	60 Minutes 11 to 12 PM	60 Minutes 11 to 12 PM	60 Minutes 11 to 12 PM	60 Minutes 11 to 12 PM	60 Minutes 11 to 12 PM	90 Minutes		
11:30 AM	27 Guests	23 Guests	26 Guests	11 to 12 PM	11 to 12 PM	11 to 12 PM	30 Guests		
12:00 PM	Special Lunch Event								30 Guests
12:30 PM	Full Ballroom | All guests | Theatre Style, Socially Distanced | Programming TBD								
1:00 PM	90 minutes | 12 to 1:30 PM								
	400 Guests								
1:30 PM	ConEd Breakout	ConEd Breakout	ConEd Breakout	Sponsored Session	Sponsored Session	Pop-up Event	ConEd Off-site	Tour Program	Tour Program
	60 Minutes 1:30 to 2:30	60 Minutes 1:30 to 2:30	60 Minutes 1:30 to 2:30	60 Minutes 1:30 to 2:30	60 Minutes 1:30 to 2:30	60 Minutes 1:30 to 2:30	Experiential Education	Exhibition Grounds	Exhibition Grounds
2:00 PM	27 Guests	23 Guests	26 Guests	1:30 to 2:30	1:30 to 2:30	1:30 to 2:30	60 Minutes	60 Minutes	60 Minutes
2:00 PM	27 Guests	23 Guests	26 Guests				30 Guests		
2:30 PM	Continuing Education Session								
3:00 PM	Full Ballroom | All guests | Theatre Style, Socially Distanced								
3:30 PM	90 Minutes | 2:30 PM to 4 PM								
4:00 PM	400 Guests								
4:00 PM	Break - 30 minutes								
4:30 PM	AGM								
5:00 PM	Full Ballroom | All guests | Theatre Style, Socially Distanced								
5:30 PM	90 Minutes | 4:30 PM to 6 PM | Live Streamed Assumption								
6:00 PM	this event is considered structured learning								
6:00 PM	Travel to HQ								
6:30 PM									
7:00 PM									
Late Evening	Special Event								
	OAA HQ Grand Re-opening								

DAILY HIGHLIGHTS:

Plenary Session (90 minutes) 400 Guests

Lunch Event (90 minutes)

AGM 400 Guests

Special Event hosted at OAA HQ

(2) Pop-up Event Sessions
Including such events as OAAAS, Pro-Dem, OAA
(1) 90 minutes session
(1) 60 minute session

(8) ConEd Sessions Opportunity Slots
including:

- (1) General Session ConEd Session
Lecture or Panel (Entire Group)
60 minutes
- (6) Concurrent ConEd Breakout Workshops
Two time slots
23 to 27 Guests MAX | 1 Presenter MAX
Classroom, Socially Distanced
60 minutes
- (1) ConEd Breakout (Off-site Experience)
30 guests
Gathering Place in Pre-function Area
90 minutes

(4) Sponsored Sessions
(4) 60 minute session

(4) Tour Program Opportunities
Including
(1) 90 minute Architectural/Experiential
(2) 60 minute Architectural/Experiential
(1) OAA HQ Tour - Exact Timing TBD - Structured Hours
This tour may extend into next timeslot

Hours* Available for Each Eligible Guest:

Max 7.5 Structured Hours

**depending on schedule chosen. Guest would need to attend a structured hour eligible event in every applicable time slot including the OAA HQ Tour and AGM.*

	Thursday, May 12									
	CHOICE OF SESSIONS/ACTIVITIES FOR ALL TIME SLOTS									
9:00 AM	Continuing Education Session-Ballroom A Theatre Style, Socially Distanced 90 Minutes | 9:00 AM to 10:30 AM 200 Guests						Continuing Education Session-Ballroom B Theatre Style, Socially Distanced 90 Minutes | 9:00 AM to 10:30 AM 200 Guests			
9:30 AM										
10:00 AM										
10:30 AM	Break - 30 minutes						ConEd Off-site			
11:00 AM	ConEd Breakout	ConEd Breakout	ConEd Breakout	Sponsored Session	Sponsored Session	Pop-up Event	Experiential Education	Tour Program 120 Minutes With travel	Tour of OAA HQ 120 Minutes with Travel	
	60 Minutes 11:00 to 12:00	60 Minutes 11:00 to 12:00	60 Minutes 11:00 to 12:00	60 Minutes 11:00 to 12:00	60 Minutes 11:00 to 12:00	60 Minutes 11:00 to 12:00	120 Minutes 120 Minutes			
11:30 AM	27 Guests	23 Guests	26 Guests	11:00 to 12:00	11:00 to 12:00		30 Guests			
12:00 PM	Lunch in Room	Lunch in Room	Lunch in Room	Lunch in Room	Lunch in Room	Lunch in Room	To-go Lunch	To-go Lunch	To-go Lunch	
12:30 PM	Continuing Education Session-Ballroom A Theatre Style, Socially Distanced 90 Minutes | 12:30 to 2 PM 200 Guests						Continuing Education Session-Ballroom B Theatre Style, Socially Distanced 90 Minutes | 12:30 to 2 PM 200 Guests			
1:00 PM										
1:30 PM										
2:00 PM	Break - 30 minutes						ConEd Off-site			
2:30 PM	ConEd Breakout	ConEd Breakout	ConEd Breakout	Sponsored Session	Sponsored Session	Pop-up Event	Experiential Education	Tour Program 90 Minutes With travel	Tour Program 90 Minutes With travel	
	60 Minutes 2:30 to 3:30	60 Minutes 2:30 to 3:30	60 Minutes 2:30 to 3:30	60 Minutes 2:30 to 3:30	60 Minutes 2:30 to 3:30	60 Minutes 2:30 to 3:30	90 Minutes 90 Minutes			
3:00 PM	27 Guests	23 Guests	26 Guests	2:30 to 3:30	2:30 to 3:30		30 Guests			
3:30 PM	Break - 30 minutes									
4:00 PM	Continuing Education Session-Ballroom A Theatre Style, Socially Distanced 90 Minutes | 4:00 to 5:30 200 Guests						Continuing Education Session-Ballroom B Theatre Style, Socially Distanced 90 Minutes | 4:00 to 5:30 200 Guests			
4:30 PM										
5:00 PM										
5:30 PM	Free Time									
6:00 PM										
6:30 PM										
7:00 PM										
Late Evening	Special Events President's Reception Celebration of Excellence Archifête Contracted with Toronto Event Centre Exact Start Time for Events and Format TBD									

DAILY HIGHLIGHTS:

Lunch To-go

To be offered as part of 2nd Time Slot Content

Special Events

Celebration, President's Reception & Archifête

(2) Pop-up Event Sessions

Including such events as OAAAS, Pro-Dem, OAA
60 minutes session

(14) ConEd Sessions Opportunity Slots

including:

- (6) Half Ballroom Session ConEd Session
Lecture (Half Group)
60 minutes - 200 Guests
- (6) Concurrent ConEd Breakout Workshops
23 to 27 Guests MAX | 1 Presenter MAX
60 minutes
- (2) ConEd Breakout (Off-site Experience)
30 guests
Gathering Place in Pre-function Area
(1) 90 minutes & (1) 120 minutes

(4) Sponsored Sessions

- (4) 60 minute session

(4) Tour Program Opportunities

- Including
- (1) 120 minute Architectural/Experiential
- (2) 90 minute Architectural/Experiential
- (1) OAA HQ Tour - Exact Timing TBD - Structured Hours

Hours* Available for Each Eligible Guest:

Max 8 Structured Hours

**depending on schedule chosen. Guest would need to attend a structured hour eligible event in every applicable time slot including the OAA HQ Tour and ConEd Off-site Experiential Options.*

	Friday May 13											
	CHOICE OF SESSIONS/ACTIVITIES FOR ALL TIME SLOTS											
9:00 AM	ConEd Breakout 60 Minutes 9 to 10	ConEd Breakout 60 Minutes 9 to 10	ConEd Breakout 60 Minutes 9 to 10	Sponsored Session 60 Minutes 9 to 10	Sponsored Session 60 Minutes 9 to 10	Pop-up Event 60 Minutes 9 to 10	Extended ConEd Off-site Experiential Education 150 Minutes 9:00 to 11:30	Tour Program 150 Minutes 9:00 to 11:30 With travel	Tour of OAA HQ 150 Minutes 9:00 to 11:30 with Travel			
9:30 AM	27 Guests	23 Guests	26 Guests									
10:00 AM	Break - 30 minutes											
10:30 AM	ConEd Breakout 60 Minutes 10:30 to 11:30	ConEd Breakout 60 Minutes 10:30 to 11:30	ConEd Breakout 60 Minutes 10:30 to 11:30	Sponsored Session 60 Minutes 10:30 to 11:30	Sponsored Session 60 Minutes 10:30 to 11:30	Pop-up Event 60 Minutes 2:30 to 3:30	Extended ConEd Off-site Experiential Education 150 Minutes 9:00 to 11:30	Tour Program 150 Minutes 9:00 to 11:30 With travel	Tour of OAA HQ 150 Minutes 9:00 to 11:30 with Travel			
11:00 AM	27 Guests	23 Guests	26 Guests	10:30 to 11:30	10:30 to 11:30							
11:30 AM	Special Lunch Event Option A - Ballroom A Theatre Style, Socially Distanced 90 Minutes | 11:30 to 1:00 200 Guests					Special Lunch Event Option B - Ballroom B Theatre Style, Socially Distanced 90 Minutes | 11:30 to 1:00 200 Guests						
12:00 PM												
12:30 PM												
1:00 PM	ConEd Breakout 60 Minutes 1 to 2	ConEd Breakout 60 Minutes 1 to 2	ConEd Breakout 60 Minutes 1 to 2	Sponsored Session 60 Minutes 1 to 2	Sponsored Session 60 Minutes 1 to 2	Pop-up Event 60 Minutes 2:30 to 3:30	Extended ConEd Off-site Experiential Education 150 Minutes 1:00 to 3:30	Tour Program 150 Minutes 1:00 to 3:30 With travel	Tour of OAA HQ 150 Minutes 1:00 to 3:30 with Travel			
1:30 PM	27 Guests	23 Guests	26 Guests	1 to 2	1 to 2							
2:00 PM	Break - 30 minutes											
2:30 PM	ConEd Breakout 60 Minutes 2:30 to 3:30	ConEd Breakout 60 Minutes 2:30 to 3:30	ConEd Breakout 60 Minutes 2:30 to 3:30	Sponsored Session 60 Minutes 2:30 to 3:30	Sponsored Session 60 Minutes 2:30 to 3:30	Pop-up Event 60 Minutes 2:30 to 3:30	Continuing Education Session-Ballroom B Theatre Style, Socially Distanced 90 Minutes | 3:30 to 5:00 200 Guests					
3:00 PM	27 Guests	23 Guests	26 Guests	2:30 to 3:30	2:30 to 3:30							
3:30 PM	Continuing Education Session-Ballroom A Theatre Style, Socially Distanced 90 Minutes | 3:30 to 5:00 200 Guests											
4:00 PM												
4:30 PM												
5:00 PM												
5:30 PM												

DAILY HIGHLIGHTS:

(2) Lunch Events (60 minutes)

(4) Pop-up Event Sessions

Including such events as OAAAS, Pro-Dem, OAA
(4) 60 minute session

(16) ConEd Sessions Opportunity Slots

including:

- (2) General Session ConEd Session
Lecture (Half Group) | 1 Presenter MAX
60 minutes - 200 Guests
- (12) Concurrent ConEd Breakout Workshops
23 to 27 Guests MAX | 1 Presenter MAX
60 minutes
- (1) ConEd Breakout (Off-site Experience)
30 guests
Gathering Place in Pre-function Area
90 minutes

(8) Sponsored Sessions

(8) 60 minute session

(4) Tour Program Opportunities

- Including
- (2) 150 minute Architectural/Experiential
- (2) OAA HQ Tour - Exact Timing TBD - Structured Hours
This tour may extend into next timeslot

Hours* Available for Each Eligible Guest:

Max 6.5 Structured Hours

**depending on schedule chosen. Guest would need to attend a structured hour eligible event in every applicable time slot including the OAA HQ Tour or Extended Offsite ConEd.*

OAA 2022 Conference Week | Plan for Accreditation (Structured Hours)

Attendee Type	Subtotal Credits Offered for Pre-event Virtual Sessions (January - April, 2022)	Subtotal Credits Offered for May 10-13 (In-Person)	POTENTIAL TOTAL CREDITS OFFERED FOR THIS TYPE OF ATTENDEE
Virtual Only Attendee	6	--	6
In-Person Only Attendee	--	22	22
Hybrid Attendee (Virtual in Advance + In-Person)	6	22	28

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING
September 23, 2021
(open)
ITEM: 4.4

From: Farida Abu-Bakare, Chair of the Interns Committee

Date: September 9, 2021

Subject: Mentorship Review Survey Questions

Objective: For Council to review and approve the proposed questions for the Mentorship Review Survey.

Background:

OAA Council passed the following motion at its meeting on June 24, 2021 in response to the Report from OAA Councillor Farida Abu-Bakare, Chair of the Interns Committee:

It was moved by Abu-Bakare and seconded by Longlade that Council approve the request of the Interns Committee to develop and administer a survey to the membership regarding the mentorship experience and any obstacles and challenges they might be facing; that the final set of survey questions be brought forward to the September meeting of Council for approval; that an outside survey consultant firm be engaged to administer the survey; and, that a budget up to \$11,000 be established to be drawn from the policy contingency.

In response to that motion, a scope of work has been agreed upon and survey consultant Stratcom has been engaged to conduct the work. The Interns Committee has drafted the attached 25 questions to be administered through the *Mentorship Review Survey*. These questions have also been reviewed with the survey consultant and are presented for Council's review and approval.

Action: Council to consider the following motion:

It was moved by.... and seconded by.... that Council approve the draft questions as prepared by the Interns Committee to be administered to the OAA membership through the Mentorship Review Survey, subject to minor edits and modifications in consultation with the survey consultant.

Attachments:

Proposed Mentorship Survey Questions.

1. What is your status within the profession of architecture in Ontario?

Select only one option

- I. Licenced Architect,
- II. Licenced Technologist
- III. Retired member
- IV. Life member
- V. Intern Architect
- VI. Student Associate

If the answer to question 1 is I. or II. Or III. Or VI then the following questions are applicable only:

a) How long have you or were you licensed?

Select only one option

- 0-5 years
- 5-10 years
- 10-15 years
- 15+ years

b) Are you currently a Mentor?

Select only one option

- Yes
- No

c) Have you ever been a Mentor as a part of the IAP?

Select only one option

- Yes
- No

If answer to question b) is "NO" and answer to question c) is "Yes" then question d) should be next, otherwise, skip to e)

d) What's holding you back from being a Mentor again?

- Please specify: (200 characters Max)

e) If you have gone through the IAP, how many years it took you to complete it and obtain your OAA Licence?

- Please specify: (Max 2 digits number)

• N/A

f) Since obtaining your OAA Licence, how many Intern Architects or a Student Associates have you mentored so far?

- Please specify: (Max 2 digits number)

g) Thinking about your own internship experience, what is your current relationship with your IAP Mentor?

Check only one option

- We no longer communicate
- We occasionally communicate but not regarding my career
- We often communicate but not regarding my career
- We occasionally communicate regarding my career
- We often communicate regarding my career
- I did not have an IAP Mentor

h) Would you welcome more involvement from your past mentor to assist in your career's development post licensure?

Check only one option

- Yes
- No
- I don't know

i) Regarding people you have mentored under the IAP, has/have they kept in touch with you post the IAP?

Check only one option

- Yes
- No
- A few of them
- A lot of them
- N/A

j) How many hours per month do you dedicate for mentoring?

Check only one option

- Less than an hour
- 1 hour
- 2 hours
- 3+ hours

k) How many Mentees are you currently mentoring at the same time?

Check only one option

- 1 Mentee
- 2 Mentees
- 3 Mentees
- 4+ Mentees
- None

l) How many Mentees are you willing to mentor at the same time?

Check only one option

- 1 Mentee
- 2 Mentees
- 3 Mentees
- 4+ Mentees
- None

m) How often do you meet with your mentee to discuss his/her internship?

Check only one option

- Only to sign their CERB hours
- Once every couple of months
- Once a month
- More often than once a month

If the answer to question 1. is V. Or VI. then the following questions are applicable only:

- A. How long have you been an intern architect? // (This question only applies to option V. From question 1.)

Check only one option

- 0-2 years
- 2-4 years
- 4-6 years
- 6+ years

- B. Do you currently have a mentor?

Check only one option

- Yes
- No
- N/A

- C. Is it difficult for you to find a Mentor for your IAP? // (this question only applies if the answer to question B. is No.)

Check only one option

- Yes
- No
- N/A

- D. How did you meet your current or past Mentor(s)? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- Through my place of work supervisor
- Through my place of work colleagues
- Through my family relations
- Through School administration office
- Through OAA e
- Other, please specify: _____
- N/A

- E. How difficult was it to find a mentor? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- Very easy (1 week)
- Easy (2-3 weeks)
- Difficult (4-5 weeks)
- Very Difficult (6+ weeks)
- N/A

F. What do you expect from your Mentor? Were there specific aspects qualities such as architectural speciality, shared background, etc. that you are looking for?

- Please specify: (200 characters Max)

G. During every CERB submission period, how often do you typically meet your mentor (virtually or in-person)? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- 1 time
- 2 times
- 3 times
- 4+ times
- N/A

H. Has the Pandemic affected the number of meetings with your Mentor? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- Yes, the meetings became less
- Yes, the meetings became more
- No, we still meet up about the same
- N/A

I. If you have completed all your experience hours required in the IAP, are you still in touch with your Mentor? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- Yes
- No
- N/A

J. How much did the Mentor(s) add to your knowledge bucket? // (this question only applies if the answer to question B. is Yes.)

Check only one option

- Some non-architectural related experience
- Some architectural related experience
- Some mixed type experiences
- Significant experience of both types
- None

K. How many hours per month you would like from your Mentor?

Check only one option

- ½ hour
- 1 hour
- 2 hours
- 3+ hours

- L. If there is a smart phone app that facilitates finding a Mentor, Schedule mentorship meetings and promote professional networking. Would you welcome the idea of using it to manage the Mentorship relationship?

Check only one option

- Yes
- No
- I don't know

- M. If we could only improve one thing in the mentorship process, what would your top priority be?

Please specify: *(200 characters Max)*

Memorandum

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 4.5

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

From: Governance Committee

Kathleen Kurtin, Chair	Michelle Longlade
Jeffrey Laberge	Elaine Mintz
Susan Speigel	

Date: September 8, 2021

Subject: **Respectful Work Policy for Members of Council**

Objective: Council to consider approval of the draft policy noted above.

At the November 5, 2020 meeting of Council, the document titled *"Policy for Compliance with Duties of Members of Council"* was approved. A second companion policy titled *"Respectful Work Policy for Members of Council"* was also tabled however not approved by Council at the time.

The OAA's operational review, as well as discussions with legal counsel have highlighted the absence of this second policy and as such the Governance Committee has responded by returning the policy to the Council table for review and approval.

Action: Council is asked to consider the following motion:

"It was moved by...and seconded by...that the policy "Respectful Work Policy for Members of Council" be approved as circulated."

Attachments: Respectful Work Policy for Members of Council

Policy Name

Respectful Work Policy for Members of Council

Understanding and addressing harassment, discrimination and violence among and by members of the Council

Issue Date

October 2, 2020

Revision Dates

Overview

This Policy is adopted to advance OAA's commitment to creating and maintaining a respectful work environment for all stakeholders, including its members of the Council, and to comply with OAA's obligation to provide members of the Council with a healthy work environment, free from discrimination, harassment and violence.

The OAA will take all reasonable steps to ensure that all members of the Council are aware of their rights and responsibilities relating to maintaining a harassment, discrimination, and violence-free work environment. This policy will be reviewed as often as necessary and at least once every three years.

Application

This policy applies to all members of the Council. Under this policy, discrimination, harassment and violence will not be tolerated from anyone, including other employees, customers, guests, visitors, or domestic partners who enter the work environment.

The work environment is defined broadly and includes any environment or situation that has a connection to, or adverse impact on, the dynamics and relationships of members of the Council in the course of their work with the OAA. Whether incidents occur in a built environment or virtual environment, including online, if there are negative repercussions for the affected individual member of the Council in the course of their work with the OAA, it will be addressed by this policy.

Prohibited Conduct

The following types of conduct are prohibited under this policy:

a) Harassment

"Harassment" means a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. Harassment can take many forms but often involves conduct or comment that is insulting, intimidating, humiliating, demeaning, or otherwise causes offence, discomfort, or embarrassment to a person or group of persons. It may be intentional or unintentional.

Although "harassment" usually describes a pattern of behaviour, in some cases, a single incident will be serious enough to constitute harassment.

Harassment can include, but is not limited to:

- Offensive remarks, jokes, or gestures whether spoken in-person or online;
- Spreading malicious rumours or gossip;

Specific types of harassment include:

- I. Grounds-based harassment – This type of harassment includes behaviour that targets an individual because of one or more of the “Protected Grounds” set out in human rights legislation, such as: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability

Examples:

- Mimicking someone who has a disability
 - Making offensive comments about members of a racialized group
 - Disparaging a particular religion
 - Refusing to use a person’s preferred gender pronouns
- II. Psychological harassment (sometimes known as personal harassment) – This type of harassment is not related to a particular “Protected Ground” but is nonetheless damaging to a person’s dignity or psychological and/or physical well-being. It has the effect of tormenting, ostracizing or humiliating an individual.

Examples:

- Making remarks, jokes or innuendos that demean, ridicule, intimidate or offend
 - Displaying or circulating offensive pictures or materials
 - Isolating, shunning or excluding
- III. Sexual harassment – This type of harassment involves behavior that relates to one’s sex, sexual orientation, and gender identity or gender expression. It also includes making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the person and the person knows or ought to reasonably know that the solicitation or advance is not welcome.

Because “sexual harassment” is a kind of harassment based on a “Protected Ground” (namely, sex, sexual orientation, gender identity and/or gender expression), it is also prohibited under human rights legislation.

Examples:

- Making unwelcome sexual or romantic advances or propositions
- Sexually suggestive gestures
- Comments about a person’s body or appearance
- Offensive comments about sexual orientation or gender identity
- Sexual jokes, sexually explicit conversation and/or intrusive sexual questions
- Inappropriate touching
- Physical assault

- Inappropriate staring

b) Discrimination

“Discrimination” means any form of unequal treatment based on a “Protected Ground” (see above) whether imposing extra burdens or denying benefits. It may be intentional or unintentional.

Discrimination can be obvious or it can occur in very subtle ways.

Examples:

- Against her wishes, a female member of the Council is not spoken to regarding finance-related decisions because others assume that she’s not good at math because of her sex
- A member of the Council is not selected for a particular position because of their religious background

c) Abuse of authority

“Abuse of authority” is a kind of harassment that occurs when a person misuses the power inherent in his or her position to unfairly endanger another person’s job, undermine them, threaten their economic livelihood, or in any way improperly interfere with their career. It should not be confused with the legitimate exercise of their duties, even when someone believes that they have exercised them improperly - it is more than a flawed administrative decision.

Examples:

- Using a position of power to intimidate, threaten, mistreat or blackmail others;
- Unjustifiably withholding information so as to compromise another’s ability to do their job;
- Reprimanding or otherwise humiliating a worker in front of others.

d) Workplace violence

“Workplace violence” refers to any of the following:

- An exercise of physical force by a person against a worker, in the work environment, that causes or could cause physical injury to the worker
- An attempt to exercise physical force against a worker in the work environment, that could cause physical injury to the worker
- A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in the work environment, that could cause physical injury to the worker
- Domestic violence situations wherein a person who has a personal relationship with a worker – such as a spouse or former spouse, current or former intimate partners – physically harms, attempts or threatens to physically harm that worker in the work environment.

Examples:

- Threatening to harm someone, either verbally or in writing
- Hitting or attempting to hit a member of the Council
- Throwing an object at someone

e) Reprisal

“Reprisal” means to threaten or take retaliatory action against someone for exercising their rights under this policy, or under human rights or health and safety legislation.

No member of the Council will be penalized, punished, or subjected to negative treatment of any kind for bringing an incident of discrimination, harassment or violence to the OAA’s attention, or for participating in an investigation or resolution of an incident or complaint.

If any Member of the Council is exposed to or observes any the Prohibited Conduct, even if the Prohibited Conduct is not directed at that member of the Council, it is nevertheless Prohibited Conduct and must be addressed.

Responding to Prohibited Conduct

There are three ways in which complaints about Prohibited Conduct under this policy may be dealt with: Emergency response, Informal approach, and Formal approach.

a) Emergency response (mandatory where violence is imminent or has occurred)

If a member of the Council feels that an incident of workplace violence has or is likely to occur, they must report this incident immediately, and contact emergency services (i.e. 911) if appropriate (for example, in the case of an immediate threat of physical harm). Where an imminent threat of harm exists, a member of the Council should be mindful of their personal safety and should not interfere except to summon emergency assistance. As soon as the imminent threat has subsided, or following any incident of workplace violence the member of the Council must report the incident through the “Formal approach” (see below).

b) Informal approach

Members of the Council with non-violent, minor concerns, and/or who feel comfortable resolving their concerns on their own, are encouraged to do so informally prior to seeking formal resolution. Wherever possible, they should speak or write to the person engaging in the concerning behaviour one-on-one to let them know that their conduct is unwelcome and to ask them to stop immediately.

If the problem is not resolved, or if one of the parties feels he or she cannot speak directly with the other person, other options such as a facilitated dialogue or mediation can be explored.

In these cases, the member of the Council should make detailed notes about what happened, when it happened, who was involved, and who may have witnessed the incident. These details may be needed to refresh one’s memory in the event that the problem is not corrected and the matter needs to be pursued further.

c) Formal approach

If a member of the Council feels uncomfortable or unsafe addressing the issue on their own; if they are unsuccessful in resolving the issue informally; or if they experience an incident of workplace violence (and the immediate threat has subsided), they should bring the incident to the Administrator, HR or President

of Council as soon as possible and the matter will be addressed in accordance with the Policy for Compliance with Duties of Members of the Council.

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
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Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING
September 23, 2021
(open)
ITEM: 4.6

From: Equity, Diversity, Inclusion | Truth & Reconciliation Working Group

Susan Speigel, President
Kathleen Kurtin, Immediate Past President
Gaganjot Singh, Lieutenant Governor in Council Appointee
Farida Abu-Bakare, Councillor

Date: September 8, 2021

Subject: **Equity, Diversity, Inclusion | Truth & Reconciliation Working Group Update**

Objective: To update Council on the activities of the Equity, Diversity, Inclusion | Truth & Reconciliation Working Group and work done to date.

To obtain Council approval of the Working Group's recommendations in response to the EDI and Truth & Reconciliation final reports and recommendations, and proposed new Web pages.

The Equity, Diversity and Inclusion Roundtables and Truth & Reconciliation Recommendations Review Working Group (WG) met twice over the summer. On July 13 (rescheduled from June 29) and on August 24. Throughout the course of those two meetings the WG continued to review the Google document that collated the two reports/recommendations into a table. The WG developed corresponding final recommendations based on a variety of factors including timelines, OAA's Mandate, existing actions at the OAA that already address parts of recommendations, overlapping recommendations, and how to identify and incorporate plans for measuring progress, as well as ongoing program maintenance.

The Working Group has identified 39 final recommendations which respond directly to the EDI and Truth & Reconciliation Reports and Recommendations.

Attached to this memo you will find a table which outlines the original recommendations, considerations and discussions had by the Working Group, followed by the Working Group's 39 final recommendations which are numbered in the last column. These will be presented to Council at the September meeting.

It should be noted that the Working Group is continuing to research recommendations pertaining to the establishment of specific scholarship/bursary opportunities for self-identified Indigenous and BIPOC students. The Working Group is researching current available scholarship/bursary opportunities for self-identified Indigenous and BIPOC architecture and design students in Ontario and Canada as a means of developing a framework and scope for possible future OAA scholarship opportunities. Once that additional research is compiled (for the WG next meeting) it is anticipated that the information and/or further recommendations may be advanced to the OAA's Education Committee (under the Trust Fund) and ultimately Council. This additional research will also take into consideration discussions that have occurred over the last year or two regarding the establishment of additional scholarship, including discussions had by the Comprehensive Education Committee and the Interns Committee.

Additionally, in support of two of the specific recommendations of the Working Group, attached is a draft of an open letter to members from the President - *"Fair Treatment for Architecture Students and Interns"* which addresses *"The OAA should play a role in establishing and supporting industry standards around human resources and human rights policies and procedures. These standards should be especially attentive to accommodation processes, equitable access to workplace benefits, and maternity/parental leave"* (*EDI Roundtable Report Recommendations*). Pending Council approval of the recommendations, the intent is to issue this letter to members following the September Council meeting.

In addition to identifying 39 Final Recommendations, over the course of the summer, the Working Group worked with Communications Staff to develop two new landing pages to be located within the Resources section of the OAA website. One webpage – Equity, Diversity and Inclusion – aggregates current EDI initiatives such as Continuing Education courses available (both current and archived), News/Events and Documents and Publications, into one easy-to-access location. In some ways, the new EDI webpage is a portal to other pages on the OAA website; however, it will also provide links to resources from third-party organizations and initiatives that help to acknowledge and strengthen Equity, Diversity and Inclusion both within the OAA, but also for membership, practices and beyond. It is also important to note that this new webpage in the Resources section is designed to be dynamic insofar as pages and links will be continuously updated and ever-changing.

The WG and Communications has also worked to develop an Indigenous Architecture webpage. This webpage/resource aims to answer many of the

recommendations from the WG and works to acknowledge Truth & Reconciliation, and more specifically the ways in which the OAA is working to address the TRC Calls to Action. Like the Equity, Diversity and Inclusion webpage, the Indigenous Architecture webpage is designed to be constantly updated new information and initiatives as they present themselves.

In creating these new webpages, it was the intent of the Working Group to provide a means to demonstrate 'action' on the part of the OAA in response to these two very important areas. The Working Group had considerable discussion in regards to creating a 'policy statement' for the OAA as it relates to EDI and Truth & Reconciliation however, the group felt strongly that a policy statement is not needed, but rather a way to show action.

With plans of meeting again in October and with Council's approval, the Working Group aims to instate the two new webpages in the Resources section of the OAA website in the coming months. It is anticipated that the Working Group will have completed its mandate in the coming months and will be sunset shortly.

Action: Council is asked to consider the following two motions:

It was moved ... and seconded... that the new *Equity, Diversity and Inclusion* and *Indigenous Architecture* webpages located in the Resources section of the OAA website be approved and implemented as soon as possible.

It was moved ... and seconded.. that;

Council approve the 39 Recommendations as proposed by the Equity, Diversity and Inclusion Working | Truth & Reconciliation Working Group and presented to Council on September 23;

that the Executive Director be requested to forward recommendations requiring further action by others to the appropriate parties accordingly; and, that Council be updated on the status of those recommendation as appropriate; and,

that the Working Group be requested to complete any final elements of its mandate and work in anticipation of the November Council meeting at which time their final report will be received and the Working Group sunset.

Attachments: 39 Final Recommendations Report as determined by the Equity, Diversity and Inclusion and Truth & Reconciliation Recommendations Review Working Group.

The OAA President's Message "Fair Treatment for Architecture Students and Interns."

OAA - Equity, Diversity & Inclusion Roundtables | Truth and Reconciliation Recommendations Review Working Group

Truth & Reconciliation Working Group Report

Recommendation	OAA WG Discussion/Recommendations (Working)	Additional Information	OAA WG Final Recommendations to Council
<p>Create a standing OAA Committee dedicated to enacting the Calls to Action identified by the Truth and Reconciliation working group as aligning with the OAA's mandate and the <i>Architects Act</i>.</p> <p>The OAA's Truth and Reconciliation Committee is to have at least one Indigenous teacher, invited by the OAA, and at least one Indigenous architecture student and at least one Indigenous architect. It should also include a Vice President of Council and preferably, the Councillor who leads the Sustainable Built Environments Committee. It can include interested members of the working group and members of the OAA and other Indigenous activists, leaders, and artists. The committee should be chaired or co-chaired by one of its Indigenous members.</p>	<p>> The Working group is recommending that the idea of creating another standing committee be placed on hold for the time.</p> <p>> The WG suggests that the approach should be to integrate all aspects, and understanding of Truth & Reconciliation and EDI initiatives into the work of the OAA, as opposed to segregating it into a Committee format. Consider coordinating more with the RAIC that has a national committee focussed on Indigenous culture and Truth & Reconciliation.</p> <p>> Connect with RAIC about Indigenous Task Force to understand what they are doing and if there is any opportunity for collaboration or synergies.</p>	<p>> OAA Staff held a meeting with the RAIC staff and based on that conversation it would appear that the OAA is in fact further advanced in terms of this file.</p> <p>> Collaboration and communication are essential to this initiative. The group talked about creating policy statements about Truth & Reconciliation as well as EDI, however the WG agreed that a demonstration of actions is more important than making a policy statement. As such, a comprehensive communication strategy that is rooted in our Website is of paramount importance and in fact addresses a number recommendations noted below. There is already so much information and so many resources available, we need a central hub to share with members.</p>	<p>1) The WG is recommending that the OAA not move forward with the creation of a Standing Committee focussed on Truth & Reconciliation at this point, the WG recommends that we continue to connect with RAIC on matters of both EDI and Truth & Reconciliation and leverage opportunities to share information and/or build resources (see below for an example of how regarding the RAIC Land Recognition Resource Page).</p> <p>2) Collaboration and communication are essential to this initiative. The WG recommends and has worked with staff to design a new webpage showcasing available OAA resources including the Truth & Reconciliation Environmental Scan, linking to the Truth & Reconciliation Commission (TRC) of Canada Calls to Action, inviting membership and the public to learn more about the TRC Calls to Action. The concept will be shared with Council at the September meeting.</p>
<p>Hire a Consultant (preference for an Indigenous Consultant) to help the OAA's Truth and Reconciliation Committee develop a curriculum for training regarding awareness and education for our membership that marries Indigenous Cultural Competency Training with skills development for the profession of architecture.</p>	<p>> There is general agreement that the OAA is not in the business of developing curriculum</p> <p>> The OAA is already offering content focused on Indigenous culture through our yearly webinar series</p> <p>> It is recommended that moving forward each year the webinar series and/or the OAA conference must contain some content that is focused on Indigenous culture and/or Truth and Reconciliation</p> <p>> Look at legislative requirements in BC regarding education for professionals - there is a piece of legislation that is requiring AIBC to make Indigenous cultural training mandatory for their members</p> <p>> Council could consider making this content mandatory requirement under the ConEd program - similar to what was done this cycle relative to EDI?</p>	<p>> Ensure ConEd content focusing on Indigenous culture is showcased on the Indigenous Architecture landing page on the OAA website</p> <p>> The OAA is already offering content focused on Indigenous culture through our yearly webinar series</p>	<p>3) It is recommended that moving forward each year the OAA's webinar series and/or the OAA conference must contain some content that is focused on Indigenous culture and Truth and Reconciliation.</p> <p>4) The WG recommends that the new web pages provide easily accessed ConEd courses regarding awareness and education about Indigenous Cultural Competency Training with skills development for the profession of Architecture currently available (as well as a list of archived course listings) through the OAA. The webpage should also showcase training courses available through other associations (e.g. TSA, RAIC) and provide links to OAA conference material on our YouTube channel, in addition to aggregating all related news articles.</p>
<p>Hire a Consultant (preference for an Indigenous Consultant) to help create an outline for a terms of reference for the OAA's Truth and Reconciliation Committee.</p>	<p>See WG recommendation above regarding the creation of a committee</p>	<p>> Consultant would not be required if the Committee is not moving forward.</p>	<p>5) The WG recommends that the engagement of a consultant to assist with a Committee Terms of Reference is not required.</p>
<p>That "Bimickaway" and other Indigenous cultural competency training such as was provided by the Ministry of the Attorney General and to be developed by the Consultant in conjunction with the OAA's T&R committee that a member receives, be accepted as ConEd credits by the OAA at one credit per each hour up to a maximum of six credits per calendar year.</p>	<p>> It is currently accepted for credit under the OAA ConEd program.</p> <p>> Depending on the format of the training, it may be structured/unstructured learning.</p>	<p>> Continue to ensure that programs offered at Conference and in webinars address Indigenous cultural competency training and that this programming is featured on the landing page on the OAA website.</p>	<p>6) The WG recommends that the OAA continue to clearly communicate that Indigenous cultural competency training, offered by the OAA and other third parties, is accepted for learning hours under the OAA's Continuing Education program, and that efforts be made to ensure courses that meet the criteria of structured learning be highlighted.</p>
<p>That OAA members fund a scholarship for Indigenous students to study architecture or architectural technology at University or at the College Level. The scholarship would help to pay for their tuition at the Undergraduate and Masters level.</p>	<p>> Staff directed to do more research on types of scholarships and how to establish, what is already offered by other organizations, what level of investment would be needed on an annual basis, options to maintain a program, etc.</p>	<p>> Staff researching scholarship programs</p>	<p>7) The WG recommends that the matter of establishing additional scholarships continue to be explored in the context of the OAA's existing scholarship program structure. Research performed by staff needs to be organized further and then options explored by either the Comprehensive Education Committee (CEC) and/or OAA Trustees.</p> <p>8) The WG recommends that existing scholarship programs specifically focussed for self-identifying Indigenous students, as well as students who self-identify from racialized and underrepresented communities, that are available from other sources be highlighted on the OAA's new webpages.</p>

That the OAA and OAA members advocate that all Federal, Provincial, and Municipal institutional buildings (Hospitals, Post-secondary colleges and universities, elementary schools, high schools, municipal libraries, museums, early child care learning centres, municipally run daycares, elderly nursing homes, congregate living homes, prisons) and buildings associated with transit projects (transit stations) which receive taxpayer funding (including those managed by Infrastructure Ontario, Metrolinx, the TTC, the Canada Mortgage and Housing Corporation etc.) include spaces and/or markers to reflect and respect the traditional occupation of those lands by Indigenous cultures and to facilitate cultural awareness.	<p>> The WG's understanding that this is currently being considered by the federal government and may be addressed nationally.</p> <p>> The OAA should support that initiative once it has been further developed, in more detail by government.</p>	> It would be most effective if this were something that was required at a government level.	<p>9) The WG recommends that the OAA consider a letter in support of government direction to require that public infrastructure reflect the traditional occupation of lands by Indigenous cultures, cultural awareness, at the appropriate time.</p> <p>10) The WG recommends that the OAA's newly installed video monitors at the first level of the OAA building, include content and markers to reflect and respect the traditional occupation lands by Indigenous cultures and to facilitate cultural awareness.</p>
That the OAA and OAA members hire a consultant to develop a best practice guideline for land recognition ceremonies at various phases of a building project including starting a construction project and for the incorporation of Indigenous place-making into the design process.	<p>> After discussion, the WG suggests that this activity is not necessarily within the OAA's Mandate.</p> <p>> WG notes that it may not be appropriate for the OAA to suggest best practices, but rather that information should come directly from the appropriate sources. The OAA can share information of other organizations on the webpage.</p> <p>> OAA should support resources that currently exist such as the RAIC's current resources on their website relative to conducting land recognition.</p>	<p>> Use OAA video screens to project/showcase Indigenous and EDI architecture content/videos, and can cycle. During this phase. Next phase: possible screens in entrance of OAA (Communications) -- see recommendation 10.</p>	<p>11) The WG recommends sharing the newly developed RAIC Truth and Reconciliation Task Force resource "Territorial/Land Acknowledgement Resource" on the new OAA webpage and that the OAA encourage the RAIC to expand that resource to include information about land recognition during various phases of a construction project.</p>
NSB Consulting Report			
Recommendation	OAA WG Recommendations (Working)	Additional Information	OAA WG Final Recommendations To Council
OAA should make a sustained and conscious effort to showcase the work and perspectives of equity-seeking members by creating forums, hosting webinars, and establishing awards and recognition. The OAA should further lend its platform in support of equity-seeking initiatives (1)	<p>> After discussion the WG felt that these recommendations are being addressed currently through new OAA initiatives already underway, with the exception of the awards</p> <p>> Refer the matter of establishing awards/recommendations to the Communications Committee</p>	<p>> Refer the matter of establishing awards and/or recommendations to the Communications Committee</p> <p>> Council is aware of the considerable number of posts and tweets etc., through the regular VP Communications reports to Council.</p>	<p>12) The WG recommends that the OAA continue its current efforts to raise awareness around matters of equity, diversity and inclusion through its existing social media channels, through continuing education for members, and showcase the work of equity seeking members through these same avenues. Through Council direction over the last year, the OAA has in fact used its platforms to support equity seeking initiatives and raise awareness.</p> <p>13) To further recommendation #2 listed above, the WG reinforces its recommendation that, in order to continue a sustained and conscious effort to showcase the work and perspectives of equity-seeking members, there must be a dynamic webpage(s) on the OAA website that includes updates on articles, news, events, and links.</p> <p>14) The WG recommends that the matter of establishing additional awards and related recommendations be held, pending the outcome of the recommendations to Council at the September 23 Council meeting by the Communications Committee. It should be noted, however, the WG does not support the creation of awards and recognition that is focussed specifically on individual groups of our society which in fact contributes to further segregation and inappropriate hierarchy.</p>
The OAA should work actively to form connections with underserved and underrepresented communities by establishing scholarships, internships, and mentorship opportunities for youth within equity-seeking communities. The OAA should also encourage research and projects that promote community engagement and incorporate equity into the built environment. (2)	<p>> Staff to research resources for what is already available and offered by other organizations.</p> <p>> OAA not actively forming connections/duplicating activities that already exist.</p> <p>> The WG recommends that further thought be given as to whether this is within the mandate of the OAA.</p> <p>> Ask for mentors who self-identify from BIPOC communities for mentorship purposes.</p>	<p>> Staff researching resources currently available to underserved and underrepresented communities by way of scholarships, internships, mentorship opportunities for youth within equity-seeking communities</p> <p>> There are considerable resources that need to be considered if the OAA were to actively pursue these relationships.</p>	<p>15) The WG recommended that the OOTR requested to review and update its existing "Mentor Confirmation Form" to reflect inclusive language and also requested it consider ways in which mentors could self-identify when volunteering to be included on the internal OAA Mentor List/directory.</p> <p>16) The WG recommends that the new Equity, Diversity and Inclusion webpage provide information on how to access architecture related programming that is offered by other third party organizations including, internships and/or mentorship opportunities for youth within equity-seeking communities. Additionally, the WG recommends that the OAA webpages provide direct links to other organizations that are architecture-focussed and which specifically address EDI and/or Indigenous Architecture such as BEAT and BAIDA, as well as re-showcasing the OAA's BLOAag "Amazing Mentorship Stories" produced in 2018-19 on the new Equity, Diversity and Inclusion webpage.</p>

<p>The OAA should play a role in establishing and supporting industry standards around human resources and human rights policies and procedures. These standards should be especially attentive to accommodation processes, equitable access to workplace benefits, and maternal/parental leave. (3)</p>	<p>> It has been noted that the OAA does have a Safe Workplace document already that provides this information. However additional communication and awareness is needed.</p> <p>> WG recommends OAA continuing pressing government to get the necessary changes to Employment Standards Act</p> <p>> Re-issue Open President letter to membership about complying with ESA</p> <p>> The OAA already has group benefits plan accessible to members/firms.</p> <p>> Ask Pro-Demnity the status of additional insurance programs for members. (Staff)</p>	<p>> Staff to circulate Safe Workplace document</p> <p>> Staff to draft new letter for President to members with call to action?</p> <p>> Staff to learn status of Pro-Demnity additional group benefits for members/firm</p> <p>> The OAA should not be setting standards for architectural practices on matters of employment or human resources standards. Not within our mandate.</p> <p>> The OAA can provide information to members on resources already available.</p>	<p>17) WG recommends the President re-issue the open letter to OAA members/practices to reinforce current employment standards as well as human rights laws and which includes a call to action for the profession to comply with Employment Standards Act (ESA) legislation.</p> <p>18) The WG recommends that the new Equity, Diversity and Inclusion webpage include resources that are available to architectural practices/employers relative to HR best practices, the Employment Standards Act, and Human Rights legislation.</p>
<p>The OAA should conduct a consultative review of the licensure process for internationally-trained architects from a human rights and equity perspective (4)</p>	<p>> BEFA was reviewed 2 years ago at the request of the Federal government</p> <p>> Staff to check on residency requirements under BEFA</p> <p>> The OAA is subject to Ontario Fairness Commissioner reporting every year</p> <p>> Connect with CACB/CALA about how to help individuals learn about where to go or creating new tools/videos as a guide.</p>	<p>> OAA currently works with BEFA and Ontario Fairness Commission (OFC). At this time, without any further evidentiary basis for needing further consultative reviews outside of BEFA and OFC, the committee has no further recommendations</p>	<p>19) The WG recommends that the OAA continue to work through CALA and the CACB as well as the Office of the Fairness Commissioner to ensure that the BEFA program adheres to laws pertaining to human rights, and is also consistent with best practices pertaining equity and inclusivity.</p> <p>20) The WG recommends that the Equity, Diversity and Inclusion webpage include easily accessed information about BEFA and licensure-processes for internationally-trained architects, as well as connecting CACB/CALA and other relevant settlement groups links to the resources section of the new webpage.</p>
<p>The OAA should work to ameliorate the financial barriers which both prevent entry into and continuation and advancement within, the profession. This recommendation could include creating or encouraging student bursaries, establishing pay and benefits standards, and promoting wage transparency. (5)</p>	<p>> Some concern that some of this may not be within the mandate of the OAA.</p> <p>> Scholarships and bursaries are being researched as noted under the Truth & Reconciliation recommendations.</p> <p>> The focus on appropriate pay and benefits should be addressed through continued pressure by the OAA to have the Employment Standards Act amended to include the architectural profession/practices.</p> <p>> Possibility of providing linked resources to other wage transparency tools, if applicable</p> <p>> Salary data is available through Pro-Demnity (it's required), how can it be accessed?</p>	<p>> The WG agreed that it is not within the mandate of the OAA to establish pay and benefit standards.</p> <p>> Possibility of sending a reminder letter from President to the membership noting that though practices are not required to abide by ESA, they should provide equitable and fair employment standards internally</p>	<p>21) The WG recommends sending a reminder letter from the President to the membership noting that though practices are not required to abide by the Employment Standards Act, they should provide equitable and fair employment standards internally (see recommendation 17. above)</p> <p>22) The WG recommends that best practices around Salary/Wage Transparency be included in the resource area of the new OAA Web pages that speaks to hiring and employment best practices.</p> <p>23) The WG recommends that the matter of establishing additional scholarships continue to be explored in the context of the OAA's existing scholarship program structure. Research performed by staff needs to be organized further and then options explored by either the Education Committee and/or OAA Trustees. (see recommendation #7 - above)</p>
<p>Promote an understanding of equity, inclusion and diversity throughout the profession. The OAA should: establish stronger partnerships between educational institutions and architectural firms while encouraging greater diversity in the curriculum and within professional practices; embed equity and anti-racism training into the continuing education requirements; and explore the use of continuing education requirements to encourage equity- based research and community work. (6)</p>	<p>> ConEd now has a mandatory EDI requirement for learning (2021)</p> <p>> Provide linked resources/tools in the landing page for membership to encourage greater diversity within professional practices.</p> <p>> As part of the Open President's letter - address Interns and payment standards.</p> <p>> Communications - offer resources/tools that are available.</p> <p>> Webinar recommendation for 2022</p>	<p>> Continuation of mandatory EDI ConEd requirement? This can only be considered after a review of this existing requirement is completed in term of its success, effectiveness, cost, etc.</p> <p>> Provide links to resources/tools in EDI webpage</p>	<p>24) The WG recommends that further consideration regarding the continuation of a mandatory EDI ConEd requirement be put on hold until there has been a review and evaluation of the outcome of the current mandatory required placed on members around EDI learning, as well as consideration of whether there are other topics that should be considered which are also of great importance.</p> <p>25) The WG recommends that the new webpage should continue to showcase and promote Equity, Diversity and Inclusion courses and learning opportunities at other organizations and institutions, whilst also highlighting current OAA ConEd Equity, Diversity and Inclusion programming as well as archived courses listings.</p>

<p>Support the recruitment, retention and advancement of diverse talent within the profession, the OAA should create incentives and accountability requirements for firms. These could include equity-based awards, inclusion index reports, and equity related workplace standards. (7)</p>	<p>> In the next year, develop a platform to encourage roundtable discussion with firms on setting own EDI goals and objectives.</p> <p>> Help facilitate relationships between third parties (such as JUST) and firms on how to help firms how reach EDI goals by linking resources to the OAA webpage</p> <p>> Refer the matter of establishing awards to the Communications Committee sooner than later, knowing it will take time to implement awards, if approved by council</p>	<p>> In the next year, develop a platform to encourage roundtable discussion with firms on setting own EDI goals and objectives.</p> <p>> Help facilitate relationships with third parties (such as JUST) on how help firms how reach EDI goals by linking resources to the OAA webpage</p> <p>> Refer the matter of establishing awards to the Communications Committee sooner than later, knowing it will take time to implement awards, if approved by council</p>	<p>26) The WG recommends that the matter of establishing additional awards and related recommendations be held pending the outcome of the recommendations to Council at the September 23 Council meeting by the Communications Committee, however, it should be noted that the WG does not support the creation of awards and recognition that is focussed specifically on individual groups of our society which in fact contributes to further segregation and inappropriate hierarchy.</p> <p>27) The WG recommends that the Equity, Diversity and Inclusion webpage link to third-party resources where membership may learn more about how practices/firms can reach Equity, Diversity and Inclusion goals and take specific action.</p> <p>28) Acknowledging the beneficial resource that the initial Equity, Diversity and Inclusion roundtable had with respect to informing specific actions and next steps for OAA, the WG recommends that Council consider developing another roundtable discussion next year encouraging firms to participate in a roundtable discussion on Equity, Diversity and Inclusion at firms/practices.</p>
<p>In consultation with members of equity-seeking groups and professional affinity networks, the OAA should explore the use of representational targets on the Council and amongst leadership within the profession. It is essential that representational diversity goals be tied to institutional equity measures that support the success of those from equity-seeking groups and avoid tokenism. (8)</p>	<p>> OAA utilizes a variety of job websites</p> <p>> Suggested that the OAA lead the effort and guide leadership at other firms on a long-term basis, starting with building a list of firm leaders and conducting annual check-ins. This would provide a challenge and competitive atmosphere among firms</p> <p>> As a means of 'leading the effort' consider developing a forum or roundtable in the future</p>	<p>> Consider how this can be addressed on the EDI webpage</p>	<p>29) The WG recommends that this matter be considered further in the context of the OAA's Operational Review and implementation of specific initiatives relative to governance and OAA Council.</p>
<p>The OAA should conduct a consultative review of the internship program, with input from current and past interns and focused attention to equity concerns. The review should establish short-term and long-term strategies to support the success of equity-seeking groups through the internship process, and identify a mechanism through which interns can report inequitable treatment by supervisors to the OAA. (9)</p>	<p>> Review of the IAP is an ongoing process. Through CALA regular review is underway of the program at specific intervals. The OAA's Interns Committee can provide input into the challenges, barriers and issues being faced by interns through the process.</p> <p>> The OAA does have a safe workplaces document which can be re-communicated to members. Issues can be raised to the Registrar, however there is reluctance for fear of reprisal.</p> <p>> Discuss with Communications/Social Media sharing safe workplace document.</p> <p>> More education of principals and supervisors needed.</p>	<p>> Safe workplace document can be re-communicated to members.</p> <p>> Work with the OAA Interns Committee to understand/assess challenges, barriers and issues faced by interns throughout the process.</p>	<p>30) The WG recommends that the Interns Committee be made aware of this recommendation and that it be considered in the context of the research, report and recommendations anticipated from the Interns Committee later this fall which pertains to challenges and barriers being faced by Interns.</p> <p>31) As suggested in other recommendations, the WG recommends that the OAA re-communicate the Safeworkplace document and share it on the Equity, Diversity and Inclusion webpage for easy of access to the resource which outlines specific avenues available to report inappropriate treatment of individuals, and that the webpages include further information about hiring best practices along with unacceptable practices.</p>
<p>The OAA should identify more avenues for members of equity-seeking groups to be heard, recognized and compensated such as: establishing safe and accessible channels to voice concerns to the OAA; recognizing, profiling and supporting the equity work already underway within the profession; and creating compensated opportunities to do equity-based work for the OAA, such as committee work. (10)</p>	<p>> Established OAA chat previously but it has not been used successfully by members for chat purpose.</p> <p>> It may be that the OAA cannot be the facilitator of this as there will always be reluctance on members part to voice opinions in front of their licensing body.</p> <p>> OAA Social media channels are recognizing, profiling and supporting equity work already underway within the profession</p> <p>> OAA Committee volunteers currently do not receive compensation further consideration is needed in terms of this as a governance matter, and best practice</p>	<p>> May need to create greater awareness within membership about the channels/options on how members can provide feedback</p> <p>> Further consideration about how to foster trust of the OAA in order to encourage dialogue for feedback</p>	<p>32) The WG recommends that this matter be referred to the Communications Committee which has been asked to consider the needs of the membership in terms of additional tools and vehicles for communication with the OAA given the Committee's review of OAAChat last year.</p> <p>33) The WG recommends that OAA Communications continue to recognize and support equity work already underway within the profession through its existing social media and communication channels; and, that the new Equity, Diversity and Inclusion webpage aims to also provide resources for where and how equity work is underway within the profession.</p>

<p>The OAA should develop a more robust mentorship program that connects those established within the profession with newer members, interns, students, and internationally-trained architects who do not have pre-existing professional networks. As part of the mentorship program, the OAA should provide mentors, schools and firms with a mentorship toolkit. (11)</p>	<ul style="list-style-type: none"> > Review Mentorship Guide (Dec 2020) > Reach out to newly licensed members? > Further research needed on how to provide better access to mentors 	<ul style="list-style-type: none"> > Staff to research how other associations have developed robust mentorship programs to provide better access to mentors 	<p>34) The WG connected with the OOTR to discuss matters of Equity, Diversity and Inclusion (refer to Recommendation #15) and the WG recommends that the OOTR, CEC, Interns Committee, and Communications be made aware of this recommendation to develop further strategies on how to develop a more robust mentorship program.</p> <p>35) While there are established mentorship tools on the OAA website, the WG recommends that the new Equity, Diversity and Inclusion webpages aim to be a portal for new members, interns, students and internationally-trained architects to locate mentorship information on the website.</p>
<p>The OAA should encourage critical public engagement in architecture and be an advocate for equitable and inclusive practices, such as by showcasing topics and initiatives that explore social responsibility, urban planning for historically-marginalized communities, and environmental racism. (12)</p>	<ul style="list-style-type: none"> > Social media (Instagram, Twitter Facebook) continues to showcase topics/initiatives exploring issues of social responsibility, urban planning for historically-marginalized communities and environmental racism. > Consider developing metrics/tools or establishing goals for social media strategy/programming moving forward 	<ul style="list-style-type: none"> > Consider developing metrics/tools for EDI social media programming 	<p>36) The OAA currently encourages public engagement in architecture and advocates for equitable and inclusive practices by showcasing topics and initiatives on the website and through social media channels. The WG recommends that the Equity, Diversity and Inclusion webpage further encourage this showcasing of topics and initiatives through this accessible webpage.</p>
<p>The OAA should ensure that its approach to data collection is informed by human rights and anti-racism best practices, and respects the dignity and privacy of the membership. Further, the long-term data collection framework should: take an intersectional approach to understand and analyzing demographic data; incorporate wage transparency and professional advancement; require firm-level reporting based on inclusion indexes; and include public de-identified reporting (13)</p>	<ul style="list-style-type: none"> > OAA demographic survey to be done yearly (completely voluntary for members) > Survey conducted by third party to ensure best practices in data collection is informed by human rights and anti-racism best practices; respects the dignity and privacy of the membership > More comprehensive survey of membership and practices to be done in five year intervals > Next survey will address further issues of EDI and we can benchmark against the data we collected in 2019 through the membership survey 	<ul style="list-style-type: none"> > Share analysis of data collected at June Council meeting > Results and feedback of recent data survey are being reviewed and will be used to inform ongoing OAA policy and program initiatives 	<p>37) The WG recommends Council continuing its commitment to the voluntary membership demographic data collection through a third party consultant, which ensures best practices in data collection informed by human rights and anti-racism best practices, and that the data collected be shared with Council and members in an aggregate format on an ongoing basis in order to benchmark the demographics of the profession, as well as the effectiveness of the OAA's actions.</p> <p>38) The WG recommends that Council continue to support the collection of specific data pertaining to the architectural profession and its members and practices through an appropriate survey mechanism, and that staff be asked to consider a structure to approach to achieve this on a go forward basis which includes timing, costs and details of the survey instrument.</p>
<p>OAA should formalize its equity mandate and build the internal capacity to promote equity-initiatives, track progress in relation to diversity and inclusion, and ensure accountability for inequitable practices within the profession. This could be achieved through the appointment of a Chief Diversity Officer and/or the establishment of a resourced equity team. (14)</p>	<ul style="list-style-type: none"> > Define tracking methods for progress as WG is sunset in Fall. > Need a system to evaluate and track progress over the next five (5) years, along with identifying oversight > Who will monitor EDI initiatives? Consultant? Committee? Councillor? > CDO - would it be a part of another position? 	<ul style="list-style-type: none"> > Formalizing the OAA's equity mandate should be put forth to the operational review consultant > Research how to monitor progress (e.g. JUST as a tool) > Investigate how other organizations are evaluating these measurements > Determine future role of CDO - Staff? Councillor? Committee? > Staff to research EDI audits, and if/how they exist 	<p>39) The WG recommends that this matter be considered in the context of the OAA's Operational Review and final recommendations.</p>

DRAFT – For internal discussion purposes only
July 20, 2021

Message from the OAA President

Fair Treatment for Architecture Interns and Students

I hope your summer has been going well, professionally and personally. These continue to be unique times for us all, but I am heartened to see the resiliency and adaptability displayed by those in the architecture profession. Today, I wanted to reach out to OAA members, as well as those on the path to licensure in Ontario, about a critical issue affecting us all.

The practice of unfairly compensating—or outright not paying—students and interns (whether Intern Architects or OAAAS Technologists) remains a great concern. While the Association has clearly voiced its opposition for a number of years, I will take this opportunity to once again unequivocally state that the use of unpaid students or interns is not condoned. **The OAA strongly believes it is incumbent on architectural practices to pay their employees fairly and to provide reasonable working conditions.**

I am proud to say this position is one shared by our profession at large. **In the 2018 Annual General Meeting (AGM), 96% of members in attendance supported a motion to remove professional exemptions coded within outdated provisions in the *Employment Standard Act*.** These exemption currently prevent architects and students in training from having basic workplace rights, including minimum wage, daily limits on hours of work, rest periods, time off between shifts, overtime pay, sick leave (including bereavement leave), public holidays, and vacation with pay. This prohibits the modern and equitable profession we need architecture to be.

While these professional exemptions can affect all members of our profession, it is interns and students—and often the newly licensed—who are particularly vulnerable despite their valuable contributions. **The way interns and students are treated early in their careers can have lasting impacts on the profession as a whole, and their contributions must be recognized and fairly compensated.**

During the previous provincial government’s *Changing Workplaces Review*, the OAA was recognized for its leadership in recommending the removal of these professional exemptions for architecture and other related professions. We have continued to advance this position to Ministry officials, and will continue to do so until the necessary changes have been made. This is a critical step to bringing fairness to the profession. (You can read an example of one such letter by [clicking here](#).)

Until this important change is done, I ask all architectural practices that have not yet done so to adopt the ethical approach of properly compensating their teams, and to treat all employees equitably regardless of their architectural status. If we want society to value the work we do, we must start by first valuing the work all of all students and interns—not just licensed members.

Finally, it has been brought to our attention that some firms may be using exclusivity clauses within contracts for Intern Architects. While their use may serve a legitimate purpose for some members of the profession, it is particularly concerning to see them applied to interns. If Intern Architects are unable to pursue employment, they cannot gather the experience and hours necessary for licensure. Practices are reminded that it is only the regulator—not individual firms—who can determine who is eligible for licensure and who can practise architecture. **Exclusivity clauses should not be utilized within intern contracts.**

By working together, I know that we can create not only a respectful and equitable profession that benefits all employees, but also a profession that embraces and upholds the value of architecture.

Commented [KD1]: Can we make this even more general so that we are speaking to any staff within architectural practices, including racialized staff.

DRAFT – For internal discussion purposes only
July 20, 2021

I thank you for your support in this important endeavour. If you have any questions or comments, I encourage you to reach out to the OAA as we work together to regulate our profession in the public interest.

Sincerely,

[SS sig block]

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING
September 23, 2021
(open)
ITEM: 4.7

From: Settimo Vilardi, Vice President Practice

Date: September 13, 2021

Subject: **OAA OGCA Supplementary Conditions for the Stipulated Price Contract – CCDC 2-2020**

Objective: Present to Council the new Supplementary Conditions CCDC2 - 2020 for endorsement.

Summary

This memo serves to present the *OAA OGCA Supplementary Conditions for the Stipulated Price Contract – CCDC 2-2020* document for Council's review and approval. The proposed document emerges from close collaborative efforts and negotiations between the Ontario General Contractors Association (OGCA) and the OAA.

Background

When CCDC 2, 2008 was introduced, the OAA and OGCA had reservations about some of the included provisions and some that had been omitted. While endorsing the CCDC's effort, it was felt that the document could be improved upon. Together, the OAA and OGCA jointly developed and published Supplementary Conditions for the Stipulated Price Contract – CCDC 2, 2008.

CCDC 2-2020 was in development for several years before it was finally published. During that development process, we were successful in having some provisions from the OAA OGCA document incorporated into the new contract. Other provisions were rejected.

As a result, the OAA and OGCA agreed that the Supplementary Conditions should be reviewed and new ones developed for the new contract (2020 version).

Process

Practice Advisory Services (PAS) initiated discussions with OGCA in late 2019 after seeing the final draft of CCDC 2-2020. PAS then drafted the new OAA Recommended Supplementary Conditions for the Stipulated Price Contract – CCDC 2-2020 document in early 2020 based on the previously written OAA OGCA Supplementary Conditions for the Stipulated Price Contract – CCDC 2, 2008.

The draft was circulated to the Practice Resource Committee (PRC) for comment, and to OGCA. The resulting document was further reviewed by legal counsel for both OAA and OGCA. The document before you is the result of that effort. The development of the document was delayed due to the impact of COVID-19 and to a change in leadership at OGCA.

New Practice Tip coming

The Supplementary Conditions for CCDC 2, 2008 were linked to a Practice Tip named [PT.23.1 CCDC 2 – 2008 Stipulated Price Contract Overview of the Changes in the 2008 Version and Recommended Supplementary Conditions](#). An updated Practice Tip 23.11 is being developed and it is proposed to link to the new Supplementary Conditions from it. The new Supplementary Conditions will also be searchable directly on the OAA Website.

Next steps – following Council Meeting

- PAS to work with OAA Communications to coordinate messaging with OGCA team in regards to launch, update OAA website, OAA news, make final document edits, social media, etc.
- Related documents - updates: Finalize Practice Tip 23.11 and update Practice Tip 0.0 Index to Practice Tips
- [Practice Advisory E-newsletter](#): Present the new version of the supplementary conditions via the fall issue on November 19, 2021.

Action: Council to endorse the proposed Recommended Supplementary Conditions for the Stipulated Price Contract – CCDC 2, 2020.

Attachments: Recommended Supplementary Conditions for the Stipulated Price Contract CCDC 2, 2020

The following supplementary conditions to the CCDC 2-2020 Stipulated Price Contract have been developed in consultation and agreement with the Ontario General Contractors Association (OGCA) and are in alignment with supplementary conditions that have been established previously in consultation with specific owner groups and industry partners. This document updates the previous supplementary conditions document which was jointly developed for use with CCDC 2-2008.

The OGCA has issued this same set of supplementary conditions to their members with the advice that they have been developed in consultation with the Ontario Association of Architects (OAA).

Recommended Supplementary Conditions for the Stipulated Price Contract – CCDC 2-2020

September 15, 2021

The Standard Construction Document for CCDC 2 Stipulated Price Contract, 2020 English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused

AMENDMENTS TO ARTICLES

ARTICLE A-5 – PAYMENT

- .1 In paragraph 5.1.1 of Article A-5 add the following words to the end:
“or, where there is no *Payment Certifier*, jointly by the *Owner* and *Contractor*”

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

- .1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:
 - 6.5 Contact information for a party may be changed by *Notice in Writing* to the other party setting out the new contact information in accordance with this Article.

AMENDMENTS TO DEFINITIONS

- .1 Add the following definition: Proper Invoice
Proper Invoice means a “proper invoice” as defined in the *Payment Legislation*, if any, and as may be modified by written agreement between the parties to the extent permitted by such *Payment Legislation*.

- .2 Add the following definition: Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor* such as:

- *Shop Drawings*, samples, models, mock ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*, and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- .1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

"1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating and co-ordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*.

1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the standard of care. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 – CHANGES."

- .2 Add the following to the end of subparagraph 1.1.6.2:

Except to the extent the *Consultant* is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

- .1 In paragraph 2.2.3 add the following to the end:

“Without limiting the foregoing, the *Consultant* may appoint one or more authorized representatives in writing who may fulfill the obligations of the *Consultant* under this *Contract*.”
- .2 In paragraph 2.2.8 add the words “, written statements” after the word “interpretations” in both the first and second sentences; and
 - i. add the following to the end of paragraph 2.2.8:

The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant* in an unbiased manner, and in accordance with the *Consultant*’s professional standard of care at law.
- .3 In paragraph 2.2.13 add the words “which are provided” before the words “by the *Contractor*”.

GC 2.4 DEFECTIVE WORK

- .1 In paragraph 2.4.1:
 - i. Add after the words “shall promptly correct” the phrase “in a manner acceptable to the *Owner* and the *Consultant*”; and
 - ii. Add after the words “*Contract Documents*” the phrase “or work that the *Contractor* discovers to be defective, whether or not the defective work had been identified by the *Consultant*, and”.
- .2 Add new paragraph 2.4.4 as follows:

2.4.4 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day-to-day operation of the *Owner*.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- .1 Add new paragraph 3.1.3 as follows:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

- .1 Add new paragraph 3.2.7 as follows:
 - 3.2.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*.

GC 3.7 LABOUR AND PRODUCTS

- .1 Add the following to the end of paragraph 3.7.1:

The *Contractor* represents that it has sufficient skilled employees to replace, subject to the *Owner's* approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.
- .2 Add new paragraphs 3.7.4 and 3.7.5 as follows:
 - 3.7.4 The *Owner* shall provide the *Contractor* in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding *Products* to be supplied by the *Owner* or other contractors and, prior to delivery of any such *Products* to the *Place of the Work*, the *Owner* shall obtain the *Contractor's* written approval of the delivery date and proposed storage, protection and installation requirements.
 - 3.7.5 Once the *Contractor* has accepted delivery of *Products*, the *Contractor* shall be responsible for the safe storage and protection of *Products* as required to avoid dangerous conditions or contamination to the *Products* or other persons or property. *Products* shall be stored in locations and at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the *Contractor* pursuant to paragraph 3.7.4.

Notwithstanding the foregoing, the *Contractor* shall not be responsible for any *Products* supplied by the *Owner* or other contractors unless:

 - (i) the *Contract Documents* expressly stipulate that such *Product* is to be the *Contractor's* responsibility and to be installed by the *Contractor* as part of the *Work*;
 - (ii) the *Contractor* has or has received from the *Owner* proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such *Product*; and
 - (iii) the *Owner* obtained the *Contractor's* approval as required by paragraph 3.7.4.

GC 3.8 SHOP DRAWINGS

- .1 Add the words "AND OTHER SUBMITTALS" to the title of GC 3.8 after the words "SHOP DRAWINGS".
- .2 Add the words "and *Submittals*" after the words "*Shop Drawings*" in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.
- .3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:
 - 3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.

- .4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace them with the words “within 10 *Working Days* or such longer period as may be reasonably required” in paragraph 3.8.7.

GC 3.9 PERFORMANCE BY CONTRACTOR

- .1 Add new General Condition GC 3.9 as follows:

GC 3.9 PERFORMANCE BY CONTRACTOR

- 3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.7 in its entirety and replace it with the following:
- 4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the *Place of the Work* to avoid delaying the progress of the *Work*.
- .2 Add new paragraph 4.1.8 as follows:
- 4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.

PART 5 PAYMENT

GC 5.2 APPLICATIONS FOR PAYMENT

- .1 Delete the word “first” in paragraph 5.2.7 and replace it with the word “second.”

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:
- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

- 5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.
- 5.4.5 The *Contractor* shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the *Place of the Work*. Except to the extent required by any *Payment Legislation*, such application for release of the holdback shall not constitute an application for payment that is subject to *Proper Invoice* requirements.
- 5.4.6 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release the holdback for such portion of the *Work* to the *Contractor* in accordance with such legislation.
- 5.4.7 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment or until the *Owner* takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- .1 Add to the end of paragraph 5.5.1 the following sentence:
The application for final payment shall meet the requirements of a *Proper Invoice*.
- .2 Add the following to the end of paragraph 5.5.3:
Subject to any *Payment Legislation*, when the *Consultant* finds the *Contractor's* application for final payment to be not valid, the *Contractor* shall revise and resubmit the application when the *Contractor* has addressed the reasons given by the *Consultant*.

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

- .1 Delete the word “and” from the end of subparagraph 6.3.7.17.
- .2 Delete the period from the end of subparagraph 6.3.7.18 and replace it with “; and”.
- .3 Add new subparagraph 6.3.7.19 as follows:
 - .19 safety measures and requirements.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 6.4.5:
 - 6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully reviewed the *Place of the Work* and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such review undertaken in accordance with this paragraph 6.4.5.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the *Consultant*”, at the end of paragraph 6.6.5.

PART 8 DISPUTE RESOLUTION

GC 8.3 ADJUDICATION

- .1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Add the following new paragraphs 8.3.9 to 8.3.13:
 - 8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:
 - .1 a copy of the notice of arbitration;
 - .2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and;
 - .3 any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

- 8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
 - .2 gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;
 - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
 - .4 agrees to be bound by the arbitral award made in the arbitration.
- 8.3.11 Without limiting and subject to the *Owner* and *Contractor's* rights under paragraph 8.3.12 to challenge whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:
- .1 the *Owner* or *Contractor* may request particulars and evidence of the *Consultant's* vested or contingent financial interest in the outcome of the arbitration;
 - .2 the *Consultant* shall participate in the appointment of the arbitrator; and,
 - .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:
- .1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;
 - .2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.
- 8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the *Consultant* to any sub-consultant.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:
 - 9.1.1.1 errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;
- .2 Delete paragraph 9.1.2 in its entirety and replace it with the following:
 - 9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add the following words to paragraph 9.2.6 after the word "responsible":
or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,
- .2 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.2.7.4.
- .3 Add the following words to paragraph 9.2.8 after the word "responsible":
or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,

GC 9.5 MOULD

- .1 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.5.3.4.

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.9.1, the".

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- .1 After the second occurrence of the term "*Ready-for-Takeover*" insert before the term "*Ready-for-Takeover*" in paragraph 12.1.3 the words "determination of".

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- .1 Delete the word "achieve" in paragraph 12.2.4 and replace it with the words "have achieved".

GC 12.3 WARRANTY

- .1 Delete the word "The" from the first line of paragraph 12.3.2 and replace it with the words "Subject to paragraph 3.9.1, the".

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- .1 Add new paragraph 13.1.0 as follows:
 - 13.1.0 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the *Contractor's* performance of the *Contract*, provided such claims are:
 - .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - .2 caused by negligent acts or omissions of the *Contractor* or anyone for whose negligent acts or omissions the *Contractor* is liable, and
 - .3 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the *Place of Work*.
- .2 Add the words "13.1.0," after the word "paragraphs" in paragraph 13.1.3.

[End of recommended supplementary conditions]

Memorandum

To: Council

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Andrew Thomson

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 4.8

From: Settimo Vilardi, Vice President Practice

Date: September 15, 2021

Subject: OAA Contract Suite 2021 – Progress Report #2

Objective: Present to Council the new OAA 600 – 2021 Contract and Guide for endorsement. Provide other project related updates.

Summary

At the June 2021 Council meeting, the Vice President Practice presented a memo that introduced the first phase of strategic interventions in the update of the OAA Contract Suite. This includes, but is not limited to: a new naming convention, new contract covers that reflect the new naming convention and the OAA's new brand identity and highlights of proposed interventions on the website which will enhance the understanding of and relationships among the OAA contracts for both the clients (public) and for OAA members. The June Council memo also included the latest draft version of the OAA 600-2021 Table of Contents which reflects stakeholder feedback from our industry as well as strategic contract design changes which were being explored and worked on.

This September memo serves to present the OAA 600-2021 Contract and its Guide for Council's review and approval. The proposed content has been reviewed by external legal counsel, Pro-Demnity and the Practice Resource Committee (PRC). The review of the contract was done by construction law specialists with a history of representing architects, engineers and both private and public sector clients. A separate review was undertaken by a copyright lawyer.

The memo also contains a progress update on other components of the OAA Contract Suite project as well as next steps for the upcoming months.

Background on the Project

Refer to June 2021 Council Memo for historical information on OAA Contract Suite project.

OAA 600-2021 Contract and OAA 600-2021 GUIDE: Organizational and Major Content Changes (refer to Appendices 1, 2 & 3)

As presented in June Council meeting, OAA 600 contract has undergone the following key changes:

- New cover page, formatting and naming convention to better align with new branding
- Updated copyright disclaimer
- Fillable fields of the contract have been moved either to the front of the document (i.e. agreement section) or in the new schedules in the back to allow the General Conditions to be boilerplate.
- Extra Services category added to existing Basic Services and Additional Services categories via a schedule
- CAD/BIM licence option
- New waiver of Moral Rights
- Clearer insurance requirements
- Force Majeure clauses
- Liens by those the architect is responsible for
- Right to Audit clauses
- Signing in counterparts

This has resulted in re-structuring of the previous version of the contract (refer to appendix 3). The same organizational changes are being applied to both the structure of OAA 800 and OAA 900 documents.

The Guide to OAA 600 (previously known as “Instructions and Commentary for OAA 600-2013 & OAA 601-2013 – Lic. Tech OAA”) has also undergone changes. For clarity and to minimize the page count, excerpts of the contract are no longer included in the guide. This will shorten the development time and greatly assist in the maintenance of the guide as updates are made.

Overview of the process and input from various parties

As mentioned in the June 2021 Council memo, the early stages of work on the new OAA 600 started with a member survey and OAA hosted roundtables with Ontario Bar Association (OBA) Construction group. There was also development work by OAA staff such as analysis of RFPs reviewed by PAS to identify trends that informed some of the new proposed content.

A select number of Client groups were also asked to provide feedback on this new version and the Practice Resource Committee were also part of the review process. The intent was also to coordinate the new OAA contracts with the new CCDC 2 contract.

Pro-Demnity assisted with reviews and comments related to the proposed revisions updating OAA Document 600. A critical partner in this project, they have received a few weeks ago the latest draft reflecting further input from the OAA's legal counsel, inviting any further comments. Review of previous drafts indicates that Pro-Demnity's concerns and comments have been recognized and many of Pro-Demnity's specific suggestions have been adopted in the version presented to Council via this memo.

This new version of OAA 600 contract is therefore the result of collective efforts by various parties involved in our industry. Following the Council meeting, PAS will be finalizing the document and embark in distilling the version to create OAA 800 for Council endorsement later in the fall.

Overview of the contract's organizational changes

New content reflecting current market needs, accessibility requirements and the new OAA brand/formatting have inherently affected the number of pages. (refer to appendix 3 for a comparative table).

The new OAA 600 contract template is customizable and offers greater clarity on how the information is grouped and sequenced and as such, reflects current contract structure of other agreements on the markets.

Also, to assist users, some of the fill-in-the-blanks boxes are pre-populated with suggested/recommended wording that can easily be edited to prompt discussion of issues with clients and to further reduce the number of client authored supplementary conditions.

As previously mentioned in the June Council memo, the inclusion of new clauses to address issues that have resulted in significant and unbalanced client authored supplementary conditions has necessarily resulted in OAA 600 becoming longer.

Progress Update on other components of Contract Suite Project

OAA 800 and OAA 900 + associated guides

- OAA 800 and Guide: Await Council endorsement of OAA 600 before starting to work on short form contract.
- OAA 900 and Guide: First draft completed of the flow through consultant contract. Internal review to be completed. Sharing to PRC, Pro-Demnity and legal in the upcoming weeks.

Webpage and File Type: Building from initial interventions proposed in the June Council meeting, PAS continues to work with Communication on:

- Aligning the order of the contracts with the Index to OAA Contracts and Guide for better search ability
- Working with Practice Resource Committee on identify key content and themes for the contract landing page for both public and members
- Working on file type and addressing compatibility of the computer platform (PC and Mac) and software (Acrobat, Bluebeam, etc). Another change being explored is when a client or a member goes to the OAA website to get a copy of the latest contract, the guide to the contract would automatically be downloaded. This may be done via a ZIP file format.

List of Documents Impacted by OAA Contract Suite project: The update of the OAA contract suite also results in an update of other peripheral documents. Some of the updates will require legal input. Here are some of the main documents that will need to be revised as we prepare for the launch of the contracts such as [Index to OAA Contracts and Guides](#) and [Practice Tip 25 Design-Build: OAA 600 – 2013](#).

Next steps

- Finalize DRAFT of OAA 600–2021 A and OAA 600-2021 Guide
- From final OAA 600-2021 A do a search and replace to create OAA 600-2021 LT version
- Continue working on the updates to OAA 800–2021 and OAA 900-2021 as well as their guides
- Continue to work on the list of documents impacted by the launch of the new OAA contracts suite and guides
- Continue to work on website landing page
- Organize the schedule related to updates of documents impacted by OAA contract suite changes
- Start strategizing launch messaging and associated education opportunity with appropriate OAA service areas and portfolios.
- Start preparing for the French translation and launch of the OAA Contracts and Guides “en français”) – anticipated to start late 2021/early 2022.

Action: OAA Council to endorse the new OAA 600-2021 and its associated guide.

Attachments: [Appendix 1: Final Draft OAA 600-2021 Contract](#), [Appendix 2: Final Draft OAA 600-2021 Guide](#) and [Appendix 3: Overview – Table comparing structure/page count of OAA 600-2013 and OAA 600-2021](#)

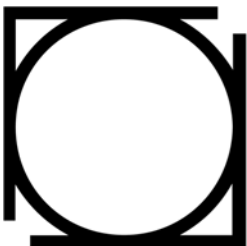
OAA 600

2021 A

With Amendments to July 10, 2021

Standard Form of Contract for Architect's Services

FOR



Copyright Notice

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Members of the OAA and any other user agree to cease all use of prior versions of OAA-600 nine (9) months following the publication of this document on the OAA website for the purpose of entering into architectural services contracts in the course of its business as an architect, an architectural firm, or a customer or prospective customer thereof, or any other purpose, other than the completion of existing contracts and archival purposes. Without limiting the generality of the foregoing, prior versions include OAA 600-2008, OAA 600-2013 (including amended versions).

Any revisions to this document at any time, other than by filling in the editable form fields, shall constitute infringement of OAA's copyright

The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 600:

Participants in the OAA's Roundtable for Construction Law Lawyers,

Participants in the OAA's Roundtable for Procurement Officials,

ADD

ADD

ADD

ADD

OAA's Practice Review Committee,

Pro-Demnity Insurance Company, and

Various members and interested parties who provided commentary and criticisms since the previous version was published.

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General Conditions

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** List any documents forming part of this contract or attached to this contract in in Article A27.*

Schedules

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Appendices

- ☐ Appendix A – Provision of Editable CAD or BIM Files
- ☐ Appendix B – Moral Rights

Note: Clauses have been renumbered from the 2013 version due to insertions or deletions as a result of the changes made. Future changes will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

Agreement

A01 *Effective Date:* This *Contract* is effective as of the _____ day of the month of _____ in the year _____.

A02 between the *Client*:

A03 and the *Architect*:

A04 for the following *Project*:

A05 The owner, if other than the *Client*, is: _____.

A06 *Construction Cost Budget.* The *Client's* budget for *Construction Cost* is: \$ _____.

A07 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: _____;

.2 *Substantial Performance of the Work:* _____;

.3 *Ready-for-Takeover:* _____.

A08 The anticipated construction delivery method and anticipated form of construction contract between the *Client* and the contractor are:

.1 Delivery method: _____;

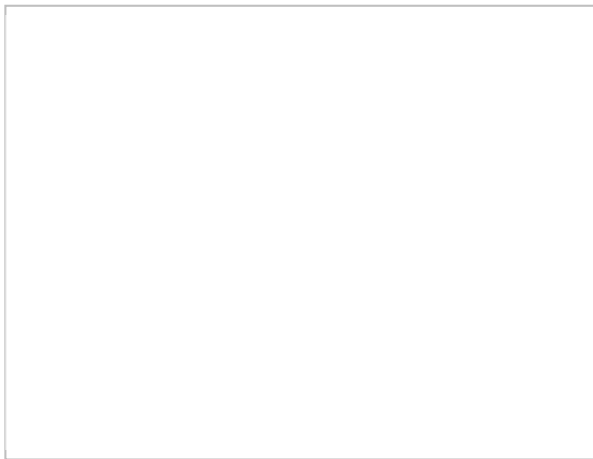
.2 Construction contract: _____.

A09 *Permitted Budget Exceedance:* The latest agreed *Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid, or the lowest cost negotiated proposal may not exceed the *Construction Cost Budget* by more than _____%.

A10 The *Architect* may rely on the initial information contained in Articles A06 to A08. In the event that this information changes materially due to, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately amend Articles A06 to A08, adjust the scope of the *Services*, the *Architect's* compensation and the *Architect's* schedule for performance of the *Services*, if any.

A11 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*:



.2 engaged by the *Client*:



A12 The *Client* shall provide information, surveys, reports and services related to the *Place of the Work* as set out and indicated in the table below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon:

	ITEM	Required from Client	Comments
.1	surveys describing physical characteristics, legal limitations and utility locations for the <i>Project</i> site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable to meet the <i>Project's</i> requirements: 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, site 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, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations to meet the <i>Project's</i> requirements;		
.3	A list of and evaluations of <i>Toxic or Hazardous Substances</i> present at the <i>Place of the Work</i> , with reports and appropriate professional recommendations;		
.4	air and water pollution tests, tests for <i>Toxic or Hazardous Substances</i> , structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as reasonably required by the <i>Architect</i> , the <i>Architect's Consultants</i> , the authorities having jurisdiction or the construction contract documents to meet the <i>Project's</i> requirements;		
.5	A written legal description of the site to permit compliance with the requirements of applicable <i>Lien Legislation</i> .		

A13 Upon commencement of the *Services*, the *Architect* shall, in a timely manner and in accordance with the *Standard of Care*, review the *Place of the Work* to the extent allowed by the *Client* and review for itself all information provided by the *Client* pursuant to Article A12. The *Client* shall provide the *Architect* with timely access to the *Place of the Work* and all such information as required for the *Architect's* compliance with this Article A13. The *Architect* shall have no liability with respect to existing conditions or conditions discovered or arising in the course of the *Services* which could not reasonably have been ascertained prior to commencement of the *Services* by such an review of the *Place of the Work* and review of all information provided by the *Client* consistent with the *Standard of Care*.

A14 The professional liability insurance carried by the *Architect* pursuant to GC09 shall be a claims made policy issued by a company licensed to underwrite insurance in the province of Ontario:

- .1 with a per claim limit of not less than \$_____ per claim, with an aggregate limit of not less than \$_____ per project in any policy year;
- .2 which coverage shall be maintained continuously from the commencement of *Services* for a period _____ years after the date of *Ready-for-Takeover*, the completion or termination of the *Services*, whichever occurs first;
- .3 which insurance shall insure the *Architect* from claims arising from errors, omissions or negligent acts in the performance of the *Architect's* professional *Services* and duties and responsibilities pursuant to this *Contract*.

A15 The commercial general liability insurance carried by the *Architect* shall be issued by a company licensed to underwrite insurance in the province of Ontario:

- .1 with a per claim limit of not less than \$_____ per claim, with an aggregate limit of not less than \$_____ in any policy year;
- .2 which coverage shall be maintained continuously from the commencement of *Services* until the completion or termination of the *Services*, whichever occurs first;
- .3 the *Client* shall be added to the policy as a named insured for the duration of this *Contract*.

A16 Automobile Liability Insurance from the date of commencement of the *Services* under this *Contract* until the termination of this *Contract* with a per claim limit of not less than \$_____ per claim when owned or non-owned automobiles are used directly or indirectly in the performance of this *Contract*.

A17 For the *Architect's Basic Services* and any *Additional Services* the fee shall be computed as follows:
(refer also to GC12)

Fees shall be computed on the basis of the designations in the Fee Reference columns in Schedules 2, 3, and 4 which designations are defined in Schedule 1.

Where designated as Fee Reference F1 or F2: As a percentage of the construction cost as stipulated in Schedule 1.

Where designated as Fee Reference F3: For the fixed fee of \$_____ (exclusive of *Value Added Taxes*)

Where designated as Fee Reference F4:

On a time basis applying the following hourly rates for key personnel/positions:

Principals	\$	.	per hour
Senior staff	\$	.	per hour
Intermediate staff	\$	.	per hour
Junior staff	\$	.	per hour
Clerical	\$	.	per hour

Applying the following rates for stipulated tasks:

	Per hour	Per task/unit
1) Presentations to client/stakeholders	\$.	\$.
2) Consultations with client/stakeholders	\$.	\$.
3) Site/general review	\$.	\$.
4) Consultation with AHJs	\$.	\$.

The rates established above are exclusive of *Value Added Taxes* and shall be adjusted on the anniversary of the *Contract* according to the annual change as reported quarterly in the Statistics Canada Residential Construction Price Index for the Toronto, Ontario area in Table 18-10-0135-02.

A18 Unless otherwise stipulated in Article A17 or mutually agreed in writing, the *Client* shall compensate the *Architect* for *Extra Services* on the basis of the following hourly or unit rates: (refer also to GC12)

Hourly rates for key personnel/positions:

Principals	\$	.	per hour
Senior staff	\$	.	per hour
Intermediate staff	\$	.	per hour
Junior staff	\$	.	per hour
Clerical	\$	.	per hour

The rates for assistance in connection with any *Adjudication*, mediation, arbitration, legal proceeding or other dispute resolution proceeding which is not as between the *Client* and *Architect* under this *Contract*, including in respect of any contract of the *Client* being administered by the *Architect*, shall be 200% of those listed above unless agreed otherwise.

The rates established above shall be adjusted on the anniversary of the *Contract* according to the annual change as reported quarterly in the Statistics Canada Residential Construction Price Index for the Toronto, Ontario area in Table 18-10-0135-02.

The foregoing rates are inclusive of all overhead and profit, but exclusive of *Value Added Taxes*. For certainty, unless otherwise specified, the Fee Reference in Schedule 2, Schedule 3, Schedule 4, and Appendix A for any *Services* to be performed on the basis of the foregoing rates shall be "F4".

A19 Where compensation for the *Basic Services* or *Additional Services* is based on a lump sum or percentage of the *Construction Cost*, the compensation and invoicing for each phase of such *Services* shall be based on the following apportionment of the those fees:

Pre-design services	(_____) %
Schematic design phase	(_____) %
Design development phase	(_____) %
Construction documents phase	(_____) %
Bidding or negotiating phase	(_____) %
Construction phase	(_____) %
Total	(100 %)

A20 An administrative charge of _____ % shall be added to the *Reimbursable Expenses* as noted in GC12.43.

A21 The rate for calculating automobile travel costs shall be \$ _____ per kilometre of reimbursable travel.

A22 The *Client* shall pay to the *Architect*, upon the later of the *Effective Date* and execution of this *Contract*, a retainer in the amount of \$ _____ inclusive of *Value Added Taxes* which shall be credited against the *Architect's* last *Proper Invoice* and is the minimum payment that the *Client* must pay the *Architect* under this *Contract*. Where the total fee payable at the end of the *Contract* is less than the value of the retainer, the unexpended amount of any retainer shall be returned promptly to the *Client* after receipt by the *Architect* of payment in full for all outstanding invoices.

- A23 A *Proper Invoice* shall include the following information in addition to the minimum requirements stated in the definition of *Proper Invoice*:

OAA Standard Certificate of Payment and Distribution by Architect form (*for the 3^d and all subsequent Proper Invoices*)

- A24 *Proper Invoices* shall be issued and submitted to the *Client* monthly on or after the _____ day of the month unless otherwise agreed to in writing. Within twenty-eight (28) days of receipt of a *Proper Invoice* the *Client* shall pay the *Architect* the invoiced amount or, subject to compliance with the *Lien Legislation*, the undisputed portion thereof, on account of the *Architect's* fee less any applicable statutory holdback and agreed upon *Reimbursable Expenses* plus applicable *Value Added Taxes*.
- A25 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest commencing on the twenty-ninth (29th) day after the date the *Proper Invoice* is received by the *Client* or such other applicable time stipulated in the applicable *Lien Legislation*. The interest shall be calculated and compounded monthly at the rate of _____ % per annum or such other rate as is specified in the *Lien Legislation*, whichever is higher, or such other rate as is determined as a result of a dispute resolution process.
- A26 Where permitted by the *Lien Legislation*, the *Client* shall make payment of accrued holdback on a phased basis upon completion of the following specified design phase:

1. _____
2. _____

- A27 This *Contract* is comprised of the following documents:

Priority #	Contract Document
1	<u>Schedule 5: Other Terms and Conditions</u>
2	<u>Articles of Agreement</u>
3	_____
4	<u>Definitions</u>
5	_____
6	<u>General Conditions</u>
7	_____
8	<u>Schedule 1: Fee Schedule Legend</u>
9	<u>Schedule 2: Basic Services</u>
10	<u>Schedule 3: Additional Services</u>
11	<u>Schedule 4: Other Services</u>
12	<u>Appendix A: Provision of Editable CAD or BIM Files</u>
13	<u>Appendix B: Moral Rights</u>
14	_____

Priority #	Contract Document

** (Insert here a list identifying all documents forming part of the Contract such as supplementary conditions; information documents and reports with titles, number of pages and dates; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; schedules, giving title, number, date; appendices, giving title, number, date. Attach additional documents to the Contract as required.)*

In the event of any conflict or inconsistency among the documents of the *Contract*, the order of priority of such documents, from highest to lowest, shall be as identified in the table above.

A28 This *Contract*, together with the schedules, appendices and other documents listed in Article A27 represents the entire *Contract* between the *Client* and the *Architect* and supersedes all other prior negotiations, representations, agreements or contracts, either written or oral between the parties relating to the matters herein.

A29 This *Contract* may be amended only in writing, signed by both the *Client* and the *Architect*.

A30 The parties may sign this *Contract* in counterparts with the same effect as if the parties had executed the same document and an electronic copy of this *Contract* shall be deemed as legally binding as an original copy. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this *Contract* in accordance with the provisions set out in this *Contract* for delivery of *Notices in Writing*.

A31 Optimal time for *Client* review of submissions is ____ *Working Days*.

A32 Notices, Invoices and Other Communications shall be delivered as noted in Article A02 and Article A03 unless noted otherwise as follows:

To the *Client* at:

To the *Architect* at:

This *Contract* is effective as of the day and year written above in Article A01.

.....
CLIENT (*Signature*)

.....
ARCHITECT (*Signature*)

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

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

I have authority to bind the *Client*

I have authority to bind the *Architect*

.....
CLIENT (*Signature*)

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

I have authority to bind the *Client*

Definitions

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

Additional Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 3 and Schedule 4 which are contemplated as of the <i>Effective Date</i> .
Adjudication	means construction dispute interim adjudication as specified under the <i>Lien Legislation</i> .
Architect	is the person or entity identified in Article A03 which is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and is licensed to practice in the province or territory of the <i>Place of the Work</i> .
Architects Act	Means the Architects Act, R.S.O. 1990, c A.26 and all regulations thereto, as amended as of the effective date of the <i>Contract</i> .
Background Intellectual Property	means such intellectual property, and all or part of the intellectual property rights therein, which are developed by, owned by or licensed to the <i>Architect</i> or its <i>Consultants</i> either prior to or independent of any <i>Services</i> provided pursuant to this <i>Contract</i> .
Basic Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 2 which are contemplated as of the <i>Effective Date</i> .
Client	is the person or entity identified in Article A02.
Construction Act	means the <i>Construction Act</i> , R.S.O. 1990, c. C.30 and all regulations thereto, as amended as of the effective date of the <i>Contract</i> .
Construction Cost	is the total cost of the <i>Work</i> to the <i>Client</i> to construct all elements of the <i>Project</i> designed or specified by, or on behalf of, or as a result of, the coordination by the <i>Architect</i> , 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, excluding the full amount of value-added taxes, whether recoverable or not. The <i>Construction Cost</i> excludes the compensation of the <i>Architect</i> and the <i>Consultants</i> , land cost, land development charges or other professional fees, which are also the responsibility of the <i>Client</i> .
Construction Cost Budget	means the <i>Client's</i> budget for the <i>Construction Cost</i> stipulated in Article A06, as amended or adjusted in accordance with this <i>Contract</i> .
Construction Documents	consist of the instructions to bidders plus the <i>Contract Documents</i> .
Consultant	is a person or an entity engaged by the <i>Client</i> or the <i>Architect</i> to provide services supplementary to those provided by the <i>Architect</i> .
Consultant Coordination	means: <ul style="list-style-type: none">• managing the communications among the <i>Architect</i> and all <i>Consultants</i> listed in Article A11, and with the <i>Client</i>;• providing direction as necessary to give effect to all design decisions; and• reviewing the services of all <i>Consultants</i> listed in Article A11 to assist in identifying conflicts or interferences, and to monitor general compliance with directions.

Contingency	means a fixed amount or an amount calculated as a percentage of the <i>Construction Cost</i> to cover unknowns or changing factors of cost and include: (1) escalation <i>Contingency</i> to cover price escalation from the time of an estimate to the time of bidding, (2) design <i>Contingency</i> for design development factors prior to construction and (3) construction <i>Contingency</i> to cover unforeseen changes during construction.
Contract	The <i>Contract</i> is the undertaking by the parties identified in and including the Agreement form, Definitions, General Conditions, Appendices, and Schedules hereto including the documents listed in Article A27 to perform their respective duties, responsibilities and obligations as described therein.
Contract Documents	consist of drawings, specifications and other documents appropriate to the size and complexity of the <i>Project</i> , to describe the size and character of the <i>Project</i> including architectural and where applicable civil, 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 <i>Project</i> .
Dispute	means a disagreement, controversy, or claim between the parties, arising out of or in connection with this <i>Contract</i> and includes: <ul style="list-style-type: none"> (i) any failure to reach an agreement where an agreement is required or contemplated under this <i>Contract</i>; (ii) differences between the <i>Architect</i> and the <i>Client</i> as to the interpretation, application or administration of this <i>Contract</i>; (iii) any failure to agree where agreement between the <i>Architect</i> and the <i>Client</i> is called for; and (iv) or any matter involving the alleged breach, error, omission or negligent act of the <i>Client</i>, <i>Architect</i> or any person for whom they are responsible.
Effective Date	means the date the <i>Contract</i> becomes effective as stipulated in Article A01.
Electronic Documents	are one of the formats in which <i>Instruments of Service</i> may be provided by the <i>Architect</i> . <i>Electronic Documents</i> refer to portable document files (PDF) but do not include editable computer-aided design documents (e.g. CAD or BIM), word-processing, or other files unless otherwise agreed in writing.
Estimate of Construction Cost	is a statement of the approximate total <i>Construction Cost</i> as defined, based on current area, volume or similar conceptual techniques and includes <i>Contingencies</i> as defined and the accuracy of which depends on the level of detail of the <i>Contract Documents</i> at the time the estimate is prepared.
Extra Services	are those professional services and responsibilities of the <i>Architect</i> which are not identified as comprising <i>Basic Services</i> or <i>Additional Services</i> under the (whether or not described in Schedule 2, Schedule 3 or Schedule 4 to the <i>Contract</i>), are expressly excluded from the <i>Basic Services</i> or <i>Additional Services</i> , or are otherwise not contemplated as forming part of the <i>Basic Services</i> or <i>Additional Services</i> at the time of <i>Contract</i> signing.
Force Majeure Event	means an event that causes a party to be delayed in performing or unable to perform its obligations under the <i>Contract</i> in whole or in part and that meets each of the following criteria: (i) the event and its effects are beyond such party's reasonable control; (ii) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (iii) the event and its effects do not result directly or indirectly from such party's negligence or default. For certainty, insufficiency of funds of either party shall not constitute a <i>Force Majeure Event</i> .

General Review	means review during visits to the <i>Place of the Work</i> (and where applicable, at locations where building components are fabricated for use at the <i>Project</i> site) at intervals appropriate to the stage of the construction that the <i>Architect</i> in its professional discretion, considers necessary to become familiar with the progress and quality of the <i>Work</i> and to determine that the <i>Work</i> is in general conformity with the <i>Contract Documents</i> , and to report, in writing, to the <i>Client</i> , contractor and authorities having jurisdiction.
Instruments of Service	are the paper or <i>Electronic Documents</i> which comprise the design, drawings, specifications and reports prepared by or on behalf of the <i>Architect</i> or its <i>Consultants</i> , including but not limited to <i>Construction Documents</i> , plans, sketches, drawings, graphic representations, specifications, photographs, and materials which are prepared for the approval of the <i>Client</i> , the authorities having jurisdiction, and for construction, but do not include software systems, databases, computer programs, editable computer-aided design documents (e.g. CAD or BIM), drafts or superseded versions of documents, or communications in whatever form among the <i>Consultants</i> unless otherwise agreed in writing. This includes <i>Record Drawings</i> where such are requested as part of <i>Additional Services</i> .
Lien Legislation	means the lien legislation applicable to the <i>Place of the Work</i> and includes any payment legislation in effect at the <i>Place of the Work</i> which governs payment under construction contracts. Where the <i>Place of the Work</i> is located in Ontario, <i>Lien Legislation</i> shall mean the <i>Construction Act</i> .
Moral Rights	has the same meaning given to it in the <i>Copyright Act</i> , R.S.C. 1985, c. C-42, as amended as of the effective date of the <i>Contract</i> .
Notice in Writing	means a written communication between the parties that is transmitted in accordance with the GC17.1.
Permitted Budget Exceedance	means the maximum percentage by which the latest agreed <i>Estimate of Construction Cost</i> , the lowest cost proposal, the lowest cost compliant bid, or the lowest cost negotiated proposal may exceed the <i>Construction Cost Budget</i> as stipulated in Article A09.
Place of the Work	is the designated site or location of the <i>Work</i> identified in Article A04.
Program of Requirements	is a statement of the <i>Client's</i> needs, objectives, constraints, criteria, and desires for the <i>Project</i> . It typically includes spatial and functional requirements and relationships, special equipment, systems, and desired service life.
Project	means the total enterprise or endeavour contemplated under Article A04 of which the <i>Work</i> may be the whole or a part.
Project Management Services	means those services provided by the <i>Architect</i> during the course of the <i>Project</i> to manage the <i>Project</i> , including the definition and establishment of <i>Project</i> requirements and management plans, development and implementation of a system for monitoring the <i>Work</i> , coordination of parties involved the <i>Project</i> , review and tracking of <i>Construction Cost</i> , management of <i>Project</i> communication, , facilitation of the delivery of <i>Services</i> on the <i>Project</i> , excluding services relating to analysis of the financial viability of the <i>Project</i> , construction services and control of or responsibility for the means, methods, techniques, schedules, sequences or procedures of construction.
Proper Invoice	means a written application for payment for <i>Services</i> , materials, <i>Reimbursable Expenses</i> or other compensation containing at a minimum the following information:
	<ul style="list-style-type: none"> • <i>Architect's</i> name, address, and telephone number; • Date of the <i>Proper Invoice</i> and the period during which the <i>Services</i>, materials or related documentation were supplied;

	<ul style="list-style-type: none"> • <i>Information identifying the authority under which the Services, materials or related documentation were supplied;</i>
	<ul style="list-style-type: none"> • Description, including quantities where appropriate, of the <i>Services</i>, materials or related documentation that were supplied;
	<ul style="list-style-type: none"> • <i>Amount payable for the Services, materials or related documentation that were supplied, and the payment terms;</i>
	<ul style="list-style-type: none"> • <i>Name, title, telephone number and mailing address of the Architect to whom payment is to be sent;</i>
	<ul style="list-style-type: none"> • <i>Any additional information specified in Article A23; and</i>
	<ul style="list-style-type: none"> • <i>Any additional information specified in the Lien Legislation or its Regulations.</i>
Ready-for-Takeover	means when all prerequisites and conditions of ready-for-takeover set out in the construction contract have been attained such that the <i>Work</i> is ready for takeover by the <i>Client</i> . Where no date for <i>Ready-for-Takeover</i> is stipulated in Article A07 or the construction contract does not establish prerequisites or conditions for ready for takeover, <i>Ready-for-Takeover</i> shall mean <i>Substantial Performance of the Work</i> .
Record Drawings	means the drawings that are prepared by the <i>Architect</i> by revising the editable CAD or BIM documents to reflect changes made to them during construction based on the:
	<ul style="list-style-type: none"> • content of as-built drawings, if any, prepared and supplied by the contractor or construction manager; and
	<ul style="list-style-type: none"> • changes as a result of site instructions, change orders, change directives, and other written directions given by the <i>Architect</i>.
	<i>Record Drawings</i> are provided as paper or <i>Electronic Documents</i> unless agreed otherwise
Reimbursable Expenses	means the following actual expenditures, supported by invoices, receipts or <i>Proper Invoices</i> , incurred by the <i>Architect</i> , and the <i>Architect's Consultants</i> in the interest of the <i>Project</i> :
	<ol style="list-style-type: none"> .1 transportation in connection with the <i>Project</i> 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 <i>Instruments of Service</i>, photographs, and other documents in excess of one printed or electronic copy of each; .4 web-based project management services, specifically requested by the <i>Client</i>; .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 <i>Client</i> in excess of that normally carried by the <i>Architect</i> and the <i>Architect's Consultants</i>; .7 fees for <i>Project</i> specific collaborative software or software subscriptions requested by the <i>Client</i>; and .8 other <i>Project</i> related expenses approved by the <i>Client</i> in writing prior to expenditure.

Services	means the <i>Basic Services</i> , the <i>Additional Services</i> , if any, <i>Other Services</i> and the <i>Extra Services</i> , if any, required of the <i>Architect</i> by the <i>Contract</i> . The <i>Architect's Services</i> do not include the delivery or completion of the <i>Work</i> .
Standard of Care	means the level of professional skill, care, and diligence as would be exercised by a reasonable architect practising in the same area in the same or similar locality under similar circumstances as measured by the professional standard of the time.
Substantial Performance of the Work	means substantial performance of the contract for the <i>Work</i> as defined under the <i>Lien Legislation</i> or, in the absence of such legislation it shall mean when the <i>Work</i> is ready for the purpose intended.
Toxic or Hazardous Substances	means any solid, liquid, gaseous, thermal or electromagnetic substance that could cause harm to or adversely affect the environment or human health, and includes, without limitation, chemicals, contaminants, irritants, pollutants, moulds, asbestos, bio-contaminants, polychlorinated bi-phenyls, biohazards, and nuclear, hazardous, and special wastes, whether or not defined in or regulated by any federal, provincial, territorial or municipal laws, statutes or regulations.
Value Added Taxes	means those sums levied upon the <i>Architect's</i> compensation by the federal or any provincial or territorial government and is computed as a percentage of such compensation and includes the Harmonized Sales Tax (HST), the Goods and Services Tax (GST), and the Quebec Sales Tax (QST), and any similar tax, the collection and payment of which are imposed on the <i>Architect</i> by tax legislation.
Work	means the total construction and related services required by the <i>Contract Documents</i> .
Working Day	means any day of the week other than Saturday, Sunday, a statutory vacation day that is observed by the construction industry in the area of the <i>Place of the Work</i> , a statutory holiday in the area of the <i>Place of the Work</i> , or a statutory holiday in the Province of Ontario.

General Conditions

GC01 ARCHITECT'S RESPONSIBILITIES

- 1.1 The Architect shall provide Services as identified in this Contract and shall:
- .1 perform the *Services* in accordance with the *Standard of Care* and as expeditiously as is consistent with such *Standard of Care* and the orderly progress of the *Project*;
 - .2 provide *Project Management Services* for all *Basic Services* and *Additional Services*;
 - .3 designate by *Notice in Writing* to the *Client* before the *Architect* commences *Services* a representative authorized to act on behalf of the *Architect* with respect to the *Project*. In the absence of such designation, the *Architect's* signatory to this *Contract* shall be deemed to be the representative;
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect*, and those other *Consultants* engaged by the *Client* which are listed in Article A11.2;
 - .5 maintain financial records, including records of *Reimbursable Expenses* and of any *Services* for which the fee is computed as a multiple of hourly or daily 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 not make use of and shall maintain the confidentiality of information provided by the *Client* and shall not disclose the nature or extent of the *Project* and *Services*, including details of any discussions or meetings in connection therewith or of the *Architect's* remuneration therefor, except that the *Architect* shall be permitted to use and disclose any such information (including, for certainty, to the *Architect's* employees, *Consultants*, professional advisors, legal counsel, regulatory bodies, insurers and lenders) to the extent: (i) required by law; (ii) necessary for the performance of the *Services* or exercise of any other rights or obligations under this *Contract*; (iii) such information is or becomes a part of the public domain after the *Effective Date* other than through a breach of this *Contract* by the *Architect* or its *Consultants*; or (iv) expressly permitted by the *Client* in writing. The *Architect* shall bind its employees and *Consultants* by commensurate obligations of confidentiality;
 - .8 retain copies of information provided to the *Architect* by or on behalf of the *Client* as required for compliance with the *Architects Act*;
 - .9 except with the *Client's* knowledge and written consent, neither engage in any activity, nor accept any employment, commission, interest, contribution, discount, gift, or other benefit that would compromise the *Architect's* professional judgment with respect to the *Project* or that would create a conflict of interest;
 - .10 give the *Client* timely *Notice in Writing* if the *Client* fails to accept the *Architect's* professional judgment with respect to the *Services* to such an extent that the *Architect* considers the *Client's* failure as demonstrating a loss of confidence in the professional skill and care of the *Architect*;
 - .11 give the *Client* timely *Notice in Writing* of any errors or omissions of the contractor or of the *Client's Consultants* that the *Architect* observes at the *Place of the Work* or of which the *Architect* otherwise has direct knowledge;
 - .12 give the *Client* timely *Notice in Writing* if the *Architect* observes or otherwise becomes aware of any fault or defect in the *Work* or of any nonconformity with the requirements of the *Contract Documents*;
 - .13 give the *Client* timely *Notice in Writing* of any undisclosed conditions existing at the *Place of the Work* and of any potential errors or omissions in the information provided by the *Client* pursuant to Article A12 discovered from review of the *Place of the Work* and review of the *Client's* information by the *Architect* in accordance with Article A13;

- .14 give the Client timely *Notice in Writing* following commencement of construction of the *Project*, if the *Architect* becomes aware that the time scheduled for construction may be exceeded, the *Architect* shall review any steps proposed by the contractor to mitigate the potential delay, assess any extension of time that may be required, assess the reasons for that extension, and advise the *Client* in a timely manner in writing;
- .15 keep the Client informed of all pertinent matters that the *Architect* becomes aware of that materially affect the schedule or *Construction Cost Budget*;
- .16 to the extent possible within the control of the *Architect* allocate in any schedule prepared by the *Architect*, the time noted in Article A31 for the *Client* to assess and respond to reports, recommendations, or requests for decisions made by the *Architect*, and
- .17 require all *Consultants* engaged by the *Architect* for the *Project* under other contracts to carry and maintain insurance with limits at least equal to that required of the *Architect* under this *Contract* and provide the *Client* with evidence of such insurance coverage upon request.

GC02 SCOPE OF ARCHITECT'S BASIC SERVICES

- 2.1 The *Basic Services* consist of those services to be performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* as set forth in Schedule 2 – Basic Services or otherwise mutually agreed in writing. The *Basic Services* include the provision of basic structural, mechanical, electrical, and civil engineering services by professional engineers when licensed in the jurisdiction of the *Place of the Work* such *Consultants* are engaged by the *Architect*. The *Client* shall compensate the *Architect* for the *Basic Services* in accordance with the fee reference type noted and as described in Article A17 and Schedule 2.

GC03 SCOPE OF ARCHITECT'S ADDITIONAL SERVICES

- 3.1 The *Additional Services* consist of those services to be performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* as set forth in Schedule 3 – Additional Services or otherwise mutually agreed in writing. *Additional Services* are not included in the *Basic*. The *Client* shall compensate the *Architect* for the *Additional Services* in accordance with the fee reference type noted and as described in Article A17 and Schedules 3 and 4.

GC04 PROVISION OF EXTRA SERVICES

- 4.1 Where the *Architect* recognizes or is informed of facts or circumstances that give rise to the need to perform *Extra Services*, the *Architect* shall notify the *Client* in writing with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide any *Extra Services* until the *Architect* receives the *Client's* written authorization. Compensation for *Extra Services* shall be based on the rates identified in Article A18 unless mutually agreed otherwise in writing. *Extra Services* shall include but are not limited to the provision of services or the reviewing, evaluating, revising or providing of additional drawings or specifications, including of proposed change notices, change orders, change directives or other documents, or increased levels of effort which are:
 - .1 caused by instructions of the *Client* that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by material adjustments in the *Client's Program of Requirements* or *Construction Cost Budget*;
 - .2 caused by significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, including the anticipated dates identified in Article A07;
 - .3 caused by changes to the method of bidding or negotiating with the construction parties or the construction delivery method or the form of construction contract as identified in Article A08;
 - .4 caused by the enactment of or revision to statutes, regulations, codes, by-laws, or orders by authorities having jurisdiction applicable to the *Work* or *Services* subsequent to the *Effective Date*, which enactment or revisions the *Architect* could not have reasonably anticipated or foreseen;

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- .5 caused by an interpretation or change in interpretation by the authorities having jurisdiction which differs from the *Architect's* reasonable interpretation of statutes, regulations, codes, by-laws, or orders by authorities having jurisdiction which difference the *Architect* could not have reasonably anticipated or foreseen;
 - .6 due the *Client's* failure to render decisions in a timely manner;
 - .7 in connection with evaluating substitutions proposed by the contractor which require significant research or effort to evaluate or in connection with making subsequent revisions to the drawings, specifications, or other documentation resulting from the acceptance of such substitutions;
 - .8 caused by the evaluation of an extensive or unreasonable number, size, or complexity of claims or requests for information submitted by the contractor or others in connection with the *Work*, except to the extent any such requests for information result from a lack of appropriate detail, clarity or consistency in the *Instruments of Service*;
 - .9 due to replacement of any of the *Work* damaged by fire or other causes beyond the *Architect's* control during construction;
 - .10 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;
 - .11 requested by the *Client* in connection with any *Adjudication*, mediation, arbitration, legal proceeding or other dispute resolution proceeding which is not as between the *Client* and *Architect* under this *Contract*, including in respect of any contract of the *Client* being administered by the *Architect*, and which was not substantially caused by an error or omission of the *Architect* unless the *Architect* is included or joined as a party therein;
 - .12 made necessary as a result of any delay to the *Project* to the extent that such delays are not due to the acts or omissions of the *Architect*;
 - .13 made necessary by extension to the duration of the *Project*, including extension of the anticipated dates for construction described in Article A07, except to the extent that any such extension is due to an error or omission of the *Architect* or its *Consultants*; or

GC05 CLIENT'S RESPONSIBILITIES

- 5.1 The *Client* shall provide a *Program of Requirements* at the commencement of the *Project* or where a *Program of Requirements* is being developed as part of the *Services*, shall initially establish and periodically update full information regarding the requirements for the *Project* including but not limited to the *Client's* *Project* objectives, constraints and criteria including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, desired service life, and site requirements.
- 5.2 The *Client* shall initially establish and periodically update the *Construction Cost Budget* which includes appropriate *Contingencies*. If the *Client* significantly increases or decreases the *Construction Cost Budget*, either incrementally or in aggregate, the *Client* shall notify the *Architect* in writing. Adjustments to the *Project* and the *Architect's* fee shall be as an *Extra Service*.
- 5.3 The *Client* shall:
 - .1 designate by *Notice in Writing* to the *Architect* prior to the *Architect* commencing *Services* 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 designation, the *Client's* signatory to this *Contract* shall be deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Services*;

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- .3 sign applications for permits and pay for the building permit and all other *Project* related permits and development costs as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for same. other than professional permits, licenses and other such requirements necessary for the *Architect* to provide services to the public.;
 - .4 give the *Architect* timely *Notice in Writing* of all notifications and other communications related to the *Services* received from authorities having jurisdiction;
 - .5 give the *Architect* timely *Notice in Writing* if the *Client* observes or otherwise becomes aware of any fault or defect in the *Instruments of Service*, the *Project* or of any nonconformity with the requirements of the *Construction Documents*;
 - .6 engage *Consultants* identified in Article A11.2 of this *Contract*, if any, under terms and conditions of other contracts that are compatible with this *Contract*;
 - .7 require all *Consultants* engaged by the *Client* to carry and maintain insurance coverage with coverage not less than that required of the *Architect* under this *Contract* and provide the *Architect* with evidence of such insurance coverage upon request;
 - .8 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project* as determined by the *Client* acting reasonably, including such auditing services as the *Client* may require to verify the contractor's applications for payment, to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; or for an issue related to the provisions for prompt payment or *Adjudication* under the *Lien Legislation* or other applicable legislation;
 - .9 provide reports and appropriate professional recommendations of specialist *Consultants* if reasonably required by the *Architect* and mutually agreed by the *Architect* and the *Client*, each acting reasonably;
 - .10 generally accept the *Architect's* professional judgment with respect to the *Services*; and
 - .11 employ a delivery method for the *Project* consistent with that identified in Article A08.1 and engage one or more suitable contractors under construction contracts consistent with the form of contract identified in Article A08.2 and compatible with this *Contract*.

GC06 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 6.1 The *Construction Cost Budget* is provided initially in Article A06 and may be adjusted throughout the *Project* as required under GC05.2. Where prepared by the *Architect*, initial evaluations of the *Construction Cost Budget*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost*, represent the *Architect's* judgement as a design professional. It is recognized that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over contractors' 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 *Construction Cost Budget* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 6.2 If at any time prior to issuance of the *Construction Documents* for tender or negotiation, the *Architect's Estimate of Construction Cost* exceeds the latest *Construction Cost Budget*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Construction Cost Budget*, the *Project's* size, or quality. Upon agreement between the parties, the *Architect* shall make any such adjustments to the *Construction Documents* and the *Client* shall cooperate with the *Architect* in making any such adjustments. *Client's* acceptance of such adjustments and other re-design services shall not relieve the *Architect* from responsibility to perform such *Services* in accordance with the *Standard of Care* and other requirements of this *Contract*.
- 6.3 *Estimates of Construction Cost* provided by the *Architect* 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* where stipulated in Schedule 3 or 4 or upon request as an *Extra Service*, as applicable.

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- 6.4 If the bidding or negotiation phase has not commenced within 90 days 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 received.
- 6.5 Where the latest agreed *Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid or the lowest cost negotiated proposal exceeds the *Construction Cost Budget* by a percentage that is less than or equal to the *Permitted Budget Exceedance*, the *Architect* may, upon written request of the *Client* and as an *Extra Service*, make appropriate recommendations to the *Client* and the *Client* may:
- .1 provide written approval of an increase in the budget for the *Construction Cost*; or
 - .2 request as an *Extra Service* the *Architect's* cooperation in decreasing the *Project* scope or quality through modification of the *Construction Documents* and provision of other services necessary to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*; or
 - .3 authorize as an *Extra Service* the re-bidding or re-negotiation of the proposal.
- 6.6 Where the latest agreed *Estimate of Construction Cost*, the lowest cost proposal, the lowest cost compliant bid or the lowest cost negotiated proposal exceeds the *Construction Cost Budget* by a percentage that is more than the *Permitted Budget Exceedance*, the *Architect* shall make appropriate recommendations to the *Client* and the *Client* shall:
- .1 provide written approval of an increase in the budget for the *Construction Cost*; or
 - .2 request the *Architect's* cooperation in decreasing the *Project* scope or quality through modification of the *Construction Documents* and provision of other services necessary to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*; or
 - .3 authorize re-bidding or re-negotiation of the proposal; or
 - .4 abandon the *Project* and terminate this *Contract* in accordance with GC11.3.
- 6.7 To the extent any exceedance of the *Construction Cost Budget* was not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, the *Client* may require the *Architect* to perform its obligations under GC06.6 for no additional fee. The provision of such services shall be the limit of the *Architect's* responsibility for any exceedance of the *Permitted Budget Exceedance*. For certainty, where the *Client* proceeds under GC06.6.2, having made modifications to the *Construction Documents* and provided other services to the extent required to reduce the *Construction Cost* to within the *Permitted Budget Exceedance*, the *Architect* shall be entitled to compensation for all other services performed pursuant to GC06.6.2 as an *Extra Service* in accordance with this *Contract*, whether or not the construction phase is commenced.
- 6.8 Without limiting the foregoing, where the latest agreed *Estimate of Construction Cost* referred to in GC06.6 is provided by a *Consultant* engaged by the *Client*, the *Architect* shall be entitled to rely on such estimate and any modifications to the *Construction Documents* described in GC06.6 shall be as an *Extra Service* in accordance with this *Contract*, whether or not the construction phase is commenced.

GC07 CONSTRUCTION PHASE SERVICES

- 7.1 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*.
- 7.2 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*;
 - .4 have access to the *Work* at all times wherever it is in preparation or progress;
 - .5 forward all instructions from the *Client* to the contractor;

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- .6 have the authority to reject *Work* which does not conform to the *Contract Documents*;
 - .7 have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed, whenever, in the *Architect's* reasonable opinion, such special inspection or testing is necessary or advisable for the implementation of the intent of the *Contract Documents* and the *Architect* has so advised the *Client* by *Notice in Writing*; and
 - .8 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the *Contract Documents*, when these do not involve an adjustment in the cost for or the time of the *Work*.
- 7.3 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 *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 *Contract Documents*;
 - .3 minor deviations from the *Contract Documents* being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment or any accompanying cover letter.
- 7.4.1 The issuance of a 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.

GC08 COPYRIGHT AND USE OF DOCUMENTS

- 8.1 The *Architect* shall retain all common law, statutory and other reserved rights, including all copyright, to the *Instruments of Service*. The *Instruments of Service* and all computer software programs developed by the *Architect* for the *Project* 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*.
- 8.2 Amendment or alteration of the *Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.
- 8.3 The *Client* affirms it is the copyright owner or has permission from the copyright owner to transmit any information provided by the *Client* to the *Architect* for its use on the *Project*.
- 8.4 The *Architect* represents to the *Client* that any and all intellectual property rights being licensed to the *Client* by the *Architect* under this GC08 do not violate, infringe or otherwise misappropriate any third-party intellectual property rights and that the *Architect* has the full power and authority to grant, confer, license or otherwise transfer to the *Client* all intellectual property rights in the *Instruments of Service* as contemplated by this GC08.
- 8.5 Submission or distribution of the *Architect's Instruments of Service* to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication or infringement of the *Architect's* reserved rights.
- 8.6 Upon the *Effective Date* and subject to GC08.7:
- .1 the *Architect* grants the *Client* an exclusive, royalty-free and perpetual licence to retain, reproduce, alter, amend, and use the *Architect's Instruments of Service* solely and exclusively for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*;

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- .2 the *Architect* grants the *Client* an exclusive, royalty free and perpetual licence to use all models, photographs and renderings provided by the *Architect* in connection with the *Project* and to reproduce, publish and display such models, photographs and renderings in the same or other media, for promotional, publicity, and advertising purposes and for submitting to award programs in connection with the *Project*, whether before or after completion of the *Work*. This licence is subject to the *Client* crediting the respective authors of the models, photographs and renderings provided by the *Architect* in connection with the *Project*, the *Architect's* role on the *Project* and citing the *Architect's* name and address if required by the *Architect*;
 - .3 the *Architect* grants the *Client* a non-exclusive, royalty free and perpetual license to use all computer software programs developed by the *Architect* for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*; and
 - .4 The *Architect* shall obtain similar licences consistent with this *Contract* from the *Architect's* *Consultants* as required to give effect to the foregoing licences.
- 8.7 The licences granted under GC08.6:
- .1 are subject to *Client's* payment in full of all fees and *Reimbursable Expenses* due to the *Architect* under this *Contract*, including any and all fees and expenses for suspension, remobilisation or termination, and all accumulated interest, except for any amounts subject to a *Dispute* being resolved in accordance with GC16;
 - .2 permit the *Client* to, and authorize the *Client's* *Consultants*, contractors, subcontractors, suppliers and tenants to reproduce applicable portions of *Instruments of Service* solely and exclusively for use in performing services or construction for the *Work* and *Project*;
 - .3 permit the *Client* to alter, modify, amend or have altered, modified or amended the *Instruments of Service* as may be required by the *Client* for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*, including in the event of termination of this *Contract* by the *Client* pursuant to GC11.2, provided that any such alteration, modification or amendment not performed by the *Architect* shall be at the *Client's* sole risk and the *Client* will not hold out that any such changes to the *Instruments of Service* were approved, reviewed or otherwise accepted by the *Architect*;
 - .4 may only be transferred by the *Client* to a third party with the *Architect's* written consent, which consent shall not be unreasonably withheld, except that such licence may be transferred upon *Notice in Writing* to the *Architect* to any future registered owner(s) of all or part of the *Place of the Work* provided that any such transferee agrees in writing to be bound by all terms and conditions applicable to the licence set out in this *Contract*, including in this GC08;
 - .5 are not exclusive with respect to the *Background Intellectual Property* of the *Architect* or its *Consultants* and nothing in this *Contract* shall be deemed to derogate from the *Architect's* ownership and full right to use its *Background Intellectual Property* for any other project or site; and
 - .6 shall terminate on the effective date of termination of the *Contract* where this *Contract* is terminated by the *Architect* pursuant to GC11.2, GC11.4 or GC11.6 or by the *Client* pursuant to GC11.3.
- 8.8 The *Client* shall indemnify and hold harmless the *Architect* to the fullest extent permitted by law, from and against any and all claims, damages, liabilities or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to alteration, modification or amendment to the *Instruments of Service* by the *Client*, the *Client's* *Consultants*, contractors, subcontractors, suppliers, employees or tenants, or any other person for whom the *Client* is responsible at law.
- 8.9 The *Client* hereby acknowledges that the *Architect's* design is unsuitable for any site other than that of the *Project*. The *Architect's* *Instruments of Service* shall not be used for renovations, additions or alterations to any other project or for any other project or location without a written licence from the *Architect* permitting such use.

- 8.10 In the event that the *Client* terminates this *Contract* pursuant to GC11.2 a copy of all the current *Instruments of Service*, and non-editable supporting documents which are in the possession or control of the *Architect* and which are reasonably required for the continuance and completion of the *Work* and *Project* including, but not limited to analyses and calculations, not already provided to the *Client* shall be delivered in a timely manner to the *Client* by the *Architect*. The *Architect* is entitled to retain the originals and shall cooperate with the *Client* to effect an orderly administrative transition to a new architect.
- 8.11 Upon completion of this *Contract* and provided the *Architect* has been paid in full for all *Services* performed to the date of completion, except for any amounts subject to a *Dispute* being resolved in accordance with GC16, a copy of all the current *Instruments of Service* not already provided to the *Client* shall be delivered in a timely manner to the *Client* by the *Architect*. The *Architect* is entitled to retain all originals.

GC09 INDEMNIFICATION AND LIABILITY OF THE ARCHITECT

- 9.1 The *Architect* shall, within the limits of its insurance coverages as stipulated in the *Contract* indemnify the *Client* from claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party and from losses, costs or damages suffered by the *Client*, provided these are attributable to error, omission or negligent act in the performance of the *Services* of the *Architect* or of those for whom it is responsible at law.
- 9.2 The *Architect* shall provide, maintain and pay for the insurance coverages stipulated in Articles A14, A15 and A16 of this *Contract* as well as workers' compensation insurance as required by law. Upon request, the *Architect* shall provide the *Client* with evidence of such coverage. Such insurance shall be in effect as required by Articles A14, A15 and A16 or otherwise for two (2) years after the earlier of the completion of the *Services* or termination of this *Contract*.
- 9.3 The *Client* agrees that:
- .1 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 errors, omissions or negligent acts in the performance of the *Architect's* duties and responsibilities pursuant to this *Contract*, or in connection with the *Project*, shall be limited in the aggregate to the coverage and amount of professional liability insurance required in Article A14.1 during the period stated in Article A14.2. Thereafter the *Architect's* liability shall be limited to the lesser of the coverage and amount stated in Article A14.1 or the coverage and amount available to the *Architect* for the payment of such claims at the time the claim is made; and
 - .2 the indemnification of the *Client* by the *Architect* from claims, demands, losses, costs, damages, actions, suits or proceedings in respect of claims by a third party and from losses, costs or damages suffered by the *Client*, provided these are attributable to error, omission or negligent act in the performance of the *Services* of the *Architect* or of those for whom it is responsible at law shall be within the limits of the *Architect's* professional liability insurance coverages.
- 9.4 If after commencement of the *Services* the *Client* wishes to increase the amount of the coverage of any insurance policy carried by the *Architect* 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* cost as a reimbursable expense pursuant to GC12.3.
- 9.5 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 representations which it reasonably believes to be current and accurate.
- 9.6 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, any other persons performing any of the *Work*, or any other persons performing work at the *Place of the Work* or for failure of any of them to carry out the *Work* in accordance with the *Contract Documents* or any statutes, regulations, codes or by-laws governing the performance of work;

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- .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, for temporary works, 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* at the *Place of the Work*,
 - .5 be responsible for establishing, initiating, maintaining, or supervising any health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation;
 - .6 be responsible for preparation or execution of reliance letters in favour of any person other than the *Client* or of any documents requested by lenders or other persons providing financing to the *Client* or *Project*; or
 - .7 be liable for the result of any interpretation or finding rendered in good faith in accordance with the *Standard of Care* as defined in GC01.1.1 and the *Contract Documents*.
- 9.7 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* in accordance with the terms of this *Contract*, 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 A11.2, the specialist *Consultants* described in Article A12 engaged on behalf of the *Client*, or such other consultants or contractors subsequently engaged by or on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 9.8 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, acts, omissions or errors of such person pursuant to this *Contract*.
- 9.9 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* and shall *Client* shall indemnify and hold harmless the *Architect* from and against any and all claims, damages, liabilities or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to such changes made by others for whom the *Client* is responsible at law.
- 9.10 To the fullest extent permitted by law and subject to any shorter limitation period prescribed by statute, the *Client* and *Architect* each waive and release the other from all claims arising under this *Contract*, except claims for which *Notice in Writing* has been received by one party from the other within a period of six (6) years from the earlier of the date of completion of the *Services* and the date of termination of the *Contract*.
- 9.11 If the presence of *Toxic or Hazardous Substances or Materials* not noted in the reports provided to the *Architect* by the *Client* is discovered at the *Place of the Work*, the *Client* shall indemnify the *Architect* to the full extent permitted by law from any claims arising out of the presence of such *Toxic or Hazardous Substances or Materials*, and the *Architect's* fee shall be adjusted to reflect the reasonable costs and time incurred as a result of such presence.
- 9.12 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

GC10 SUSPENSION OF SERVICES BY THE ARCHITECT

- 10.1 If the *Client* lacks the financial ability, the authority to proceed, or otherwise desires to suspend the *Project*, the *Client* shall give ten (10) *Working Days' Notice in Writing* to the *Architect* that the *Client* elects to suspend the *Architect's Services*. For certainty, where the *Architect* receives *Notice in Writing* that the *Work* has been suspended by the *Client*, the *Client* and *Architect* acknowledge and agree this shall also constitute a suspension of any *Services* to be performed by the *Architect* during the construction phase.

- 10.2 If any *Proper Invoice* submitted by the *Architect* remains unpaid by the *Client* for more than the period specified in Article A24 and:
- .1 no notice of non-payment has been issued in accordance with the *Lien Legislation*; or
 - .2 where there is no applicable payment legislation in the *Place of the Work*, a *Notice in Writing of Dispute* in accordance with GC16 was not issued in respect of the unpaid *Proper Invoice*;
- then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend *Services*.
- 10.3 The *Architect* may suspend *Services* on the *Project*:
- .1 if within seven (7) days of delivery of the *Notice in Writing* in GC10.2, the *Client* has not paid subject to GC12 the *Architect's Proper Invoice*, the undisputed amount of a *Proper Invoice*, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the *Proper Invoice*;
 - .2 if the *Work*, including demolition or construction, proceeds in the absence of a required permit to demolish or construct and without the chief building official dispatching building officials to the *Place of the Work*; or
 - .3 if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 10.4 If the *Architect* suspends performance of the *Services* pursuant to GC10.3, the *Client* shall not have any claim whatsoever against the *Architect* for any delay, loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspension of *Services*.
- 10.5 Unless mutually agreed otherwise in writing, any *Services* requested by the *Client* to be performed by the *Architect* during a phase for which the *Services* have been suspended shall constitute *Extra Services* for which the *Architect* shall be compensated based on the rates identified in Article A18. The *Architect's* performance of such *Extra Services* and compensation therefor shall not negate the *Architect's* entitlement to suspension expenses for the suspended *Services* in accordance with this GC10.
- 10.6 Suspension expenses include all actual costs and expenses incurred by the *Architect* 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, and such other damages as the *Architect* may have sustained as a direct result of the suspension.
- 10.7 Before resuming *Services* after a suspension:
- .1 the *Architect* shall be entitled to payment, within twenty-eight (28) days of the date that the *Proper Invoice* for suspension of *Services* is received by the *Client*, for all suspension expenses as defined in GC10.7 and for all reasonable expenses for recommencement of *Services*; and
 - .2 The *Architect's* fees for the remaining *Services*, applicable time schedules, and any required personnel or *Consultant* changes shall be agreed to in writing and adjusted accordingly.
- 10.8 The rights of the *Architect* given by GC10.3 are in addition to and not in substitution for any other rights the *Architect* may have under this *Contract* otherwise for non-payment of the *Architect's Proper Invoices* by the *Client*.

GC11 TERMINATION OF SERVICES

- 11.1 This *Contract* is terminated on the earliest of:
- .1 completion of the *Services*;
 - .2 termination in accordance with GC11.2, 11.3 or 11.4;
 - .3 one (1) year from the date of *Ready-for-Takeover*; or
 - .4 one (1) year from the date of completion of the *Work*.

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- 11.2 This *Contract* may be terminated by either party upon not less than seven (7) days' *Notice in Writing* should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, and such other party does not remedy their performance within the stipulated notice period. Such *Notice in Writing* shall state the reasons for the termination.
- 11.3 The *Client* shall provide at least seven (7) days' *Notice in Writing* to the *Architect* of termination of the *Contract* in the event that the *Project* is abandoned by the *Client*, and at least twenty-eight (28) days' *Notice in Writing* to the *Architect* of termination of the *Contract* for the *Client's* convenience.
- 11.4 This *Contract* may be terminated by the *Architect* upon at least seven (7) days' *Notice in Writing* to the *Client* if the *Client* fails to pay when due any amount payable to the *Architect* under a determination of an adjudicator issued pursuant to the *Lien Legislation*.
- 11.5 If the *Project* is suspended in whole or in part for more than a total of sixty (60) days by either party, the *Contract* may be terminated by the *Architect* upon at least seven (7) days' *Notice in Writing* to the *Client*.
- 11.6 If the *Project* is abandoned by the *Client* in whole or in part and the *Client* fails to provide notice as required under GC11.3, the *Contract* may be terminated by the *Architect* upon at least seven (7) days' *Notice in Writing* to the *Client*.
- 11.7 This *Contract* may be terminated by the *Architect* upon at least seven (7) days' *Notice in Writing* to the *Client* under GC01.1.10 in the event that the *Client* fails to accept the *Architect's* professional judgment with respect to the *Services* in accordance with GC05.3.10 and there has been a loss of confidence in the *Architect's* provision of *Services*.
- 11.8 In the event of termination the *Architect* shall be paid within twenty-eight (28) days of the date that a *Proper Invoice* is received by the *Client*, subject to GC12.5, the undisputed amount for all *Services* performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, and subject to GC11.10, for all termination expenses as defined in GC11.9.
- 11.9 Termination expenses are in addition to compensation for the *Architect's Services* and include
- .1 expenses directly attributable to termination for which the *Architect* is not otherwise compensated;
 - .2 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
 - .3 such other amount as may be mutually agreed.
- 11.10 Termination expenses are payable to the *Architect* under GC11.8, except where the *Client* terminates this *Contract* in accordance with GC11.2 or where either party terminates the *Contract* due to a Force Majeure Event in accordance with GC13.3.
- 11.11 No later than 10 *Working Days* after the effective date of termination, the *Architect* shall, in addition to any other obligations under this *Contract* or at law provide the *Client* with a report detailing the current state of the provision of *Services* under this *Contract* by the *Architect* as of the effective date of termination and any other information pertinent to the provision of the *Services* and performance of this *Contract*.
- 11.12 The *Architect* shall be entitled to be compensated for the *Services* requested and performed pursuant to GC11.11 as an *Extra Service* if the *Contract* is terminated by the *Client* pursuant to GC11.3 or by the *Architect* pursuant to GC11.2, GC11.4 or GC11.7.

GC12 PAYMENTS TO THE ARCHITECT

- 12.1 The *Architect* shall review and approve all invoices submitted by the *Consultants* engaged by the *Architect* prior to including such amounts appropriate to the progress of the *Services* in any application for payment.
- 12.2 A *Proper Invoice* submitted by the *Architect* under this *Contract* is due and payable as described in Article A24. Payments for the *Architect's Services* shall be made on account for *Proper Invoices* as described in Articles A17 and A18 of this *Contract* and, where applicable, shall be in proportion to *Services* performed within each phase of the *Services* as identified in Article A19.

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- 12.3 The *Client* shall pay the *Architect* for all *Reimbursable Expenses* plus an administrative charge as identified in Article A20.
- 12.4 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, *Consultants* retained by the *Client*, 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.
- 12.5 Any *Dispute* related to a *Proper Invoice* or other matter involving fees or payment under this *Contract* shall be resolved in accordance with the *Lien Legislation* or GC16. Any amount determined or resolved in favour of the *Architect* shall be paid within twenty-eight (28) days of the determination or resolution or such shorter period as may be provided by the *Lien Legislation*.
- 12.6 Variance from the *Construction Cost Budget* established under this *Contract* shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 12.7 When a percentage-based fee is used as the method for determining the *Architect's* fee, the applicable portion of the fee for each phase of the *Architect's* *Services* shall be calculated based on Article A19 of this *Contract*.
- 12.8 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.
- 12.9 If and to the extent that the *Contract* time initially established in this *Contract* is exceeded or extended through no fault of the *Architect*, then fees for the *Extra Services* required for such extended period shall be adjusted and computed as set forth in Article A18 of this *Contract* or as otherwise mutually agreed with the *Client* in writing.
- 12.10 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and *Reimbursable Expenses* due under the *Contract*, *Value Added Taxes* that are, or become, payable as required by legislation.
- 12.11 The *Client* shall make payment of accrued holdback plus *Value Added Taxes* in accordance with the *Lien Legislation*, including upon completion of a design phase as specified in Article A26, provided that all liens that may be claimed against such holdback have expired or been satisfied, discharged or otherwise provided for under the *Lien Legislation*.

GC13 FORCE MAJEURE

- 13.1 Except with respect to payment obligations under the *Contract*, neither party shall be liable to the other for delay or failure to perform its obligations under the *Contract* where such delay or failure is caused by a *Force Majeure Event*.
- 13.2 Where a party is affected by a *Force Majeure Event*, such party shall
- .1 immediately give the other party *Notice in Writing* of such *Force Majeure Event*, including a description of the *Force Majeure Event* and the anticipated duration of any delay or non-performance alleged to be caused by such *Force Majeure Event*;
 - .2 promptly take appropriate action to correct or cure the *Force Majeure Event* to the extent reasonably possible;
 - .3 exercise all commercially reasonable efforts to mitigate or limit loss or damages to the other party as a result of such *Force Majeure Event*; and
 - .4 continue to perform any and all obligations under the *Contract* that are not impacted by the *Force Majeure Event*.
- 13.3 If a *Force Majeure Event* continues for a period of more than twenty (20) *Working Days*, without limiting any other rights or remedies available under this *Contract*, at law or in equity, either party may terminate the *Contract* by giving 7 days' *Notice in Writing* of termination to the other party.

GC14 LIENS

- 14.1 In the event that a written notice of lien has been received by the *Client* or a construction lien is preserved against the *Project*, the *Work* or the *Place of the Work* by, a *Consultant* engaged by the *Architect* or other person for whom the *Architect* is responsible in law, and provided the *Client* has paid all amounts due and owing to the *Architect* under the *Contract*, the *Architect* shall, at its own expense:
- .1 within ten (10) *Working Days* of a written demand by the *Client*, take steps to vacate, discharge, or release the claim for lien by the posting of security into court or otherwise or otherwise; and
 - .2 in the case of written notices of lien, within ten (10) *Working Days*, take steps to have such notices withdrawn or vacated.
- 14.2 Should the *Architect* fail to comply with its obligations under GC14.1, the *Client* may take any measures the *Client* reasonably deems necessary to vacate or discharge the lien and defend the lien proceeding and the *Architect* shall be liable for all reasonable costs incurred by the *Client* in doing so.
- 14.3 The obligations of the *Architect* pursuant to GC14.1 and GC14.2 shall not apply to a lien arising as a result of the *Client's* failure to make timely payment on *Proper Invoices* rendered to the *Client* by the *Architect*, or in respect of amounts determined or resolved in accordance with the *Lien Legislation* or GC16, or the giving of instructions by the *Client* to a *Consultant* engaged by the *Architect* to perform extra work or services without the knowledge or agreement of the *Architect*.

GC15 RIGHT TO AUDIT

- 15.1 The *Architect* shall maintain and keep complete, true and correct financial records relating to this *Contract*, together with supporting or underlying documents and materials. The *Architect* will retain these records for a period which is the greatest of:
- .1 six (6) years following the completion, expiry or termination of this *Contract*, including any and all renewals thereof; or
 - .2 such period that any such records are required to be retained under any applicable laws and regulations; and
 - .3 in the case of any matter which is the subject of *Dispute* under the *Contract*, the date on which a final resolution of the *Dispute* is achieved.
- 15.2 No provision of this *Contract* will be construed so as to give the *Client* any control whatsoever over the *Architect's* records. During the term of this *Contract* and until the expiry of the retention period established in GC15.1, the *Client* or any authorized representative of the *Client* will be entitled, upon at least five (5) *Working Days' prior Notice in Writing* to *Architect*, to review or audit during the *Architect's* normal business hours any of those records pertaining to *Reimbursable Expenses* and *Services* charged on an hourly or per diem basis. Nothing herein shall give the *Client* the right to audit records pertaining to *Services* provided for a fixed fee, or the right to remove the records from the *Architect's* possession. The *Client* may request copies to be made of the records at its own expense.
- 15.3 The *Architect* shall require commensurate audit rights in favour of the *Client* from the *Architect's Consultants*.
- 15.4 The *Architect* shall confirm that the *Client* has these audit rights with the *Architect's* employees, agents, assigns, successors and *Consultants* and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the *Architect* and *Consultants* to the extent that those subcontracts or agreements relate to fulfillment of the *Architect's* obligations to the *Client* under this *Contract* and are in respect of *Services* provided on an hourly or per diem basis and *Reimbursable Expenses*.

GC16 DISPUTE RESOLUTION

- 16.1 *Disputes* shall be settled in accordance with this GC16.
- 16.2 If the *Architect* or the *Client* becomes aware of a *Dispute*, including any disagreement related to payment, that party shall give timely *Notice in Writing* of the *Dispute* to the other party. The *Architect* and the *Client* shall make all reasonable efforts to resolve *Disputes* by amicable negotiations and shall provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents, to facilitate these negotiations. *Disputes* may also be referred by either party to *Adjudication* in accordance with the *Lien Legislation*.
- 16.3 If the *Architect* and the *Client* so agree, the *Dispute* shall be submitted to mediation.
- 16.4 If the *Dispute* is not resolved through mediation, the parties are free to pursue whatever means of dispute resolution is available to them through the courts of the applicable jurisdiction.
- 16.5 Subject to mutual agreement, the parties to the *Dispute* may choose to refer the *Dispute* or any issues that are part of the *Dispute* to arbitration for final resolution.
- 16.6 The *Client* agrees that, should a construction *Contract* include a provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, such construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to give the *Architect Notice in Writing* of any agreement to arbitrate a dispute between the *Client* and contractor in which the *Architect* has a vested or contingent financial interest in the outcome thereof and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the *Notice in Writing* in GC16.6.1 above, the *Architect* shall have the option to participate in the arbitration as a party; and
 - .3 provide that, in the event that GC16.6.1 and GC16.6.2 above are not complied with, the *Client* and the contractor agree that any decision or award arising from such arbitration is not admissible in any dispute resolution proceeding involving the *Architect* and shall otherwise not be used in any way to support or further any claim against the *Architect*.
- 16.7 In accordance with the *Lien Legislation*, any set-off or deduction by the *Client* may only be in respect of outstanding debts, claims or damages in relation to this *Project*. Nothing in this GC16 may be interpreted in any way to be an admission by the *Architect* of its fault or non-entitlement to payment, or acceptance of the *Client's* set-off or deduction, and the *Architect* has the right to dispute any such set-off or deduction in accordance with this GC16.
- 16.8 Without limiting the *Architect's* right to suspend the *Services* under GC10 or *Lien Legislation*, the *Client* and the *Architect* agree to continue performing their respective obligations under this *Contract* while a *Dispute* is being resolved pursuant to this GC16.

GC17 MISCELLANEOUS CONDITIONS

- 17.1 Any notices, approvals or agreements required under this *Contract* must be in writing. Such documents may be delivered by hand, by registered mail, by email with proof of delivery. Use of social media apps or applications is not acceptable for the delivery of such documents
- 17.2 The addresses for official notice shall be as stated in Article A32. 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.

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- 17.3 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building, provided that the *Architect* obtains the *Client's* approval of the format and location of any such sign, which approval shall not be unreasonably withheld.
- 17.4 The *Architect* shall be entitled to include as part of the *Contract Documents* a provision to erect for the duration of the construction phase a temporary sign at the *Place of the Work* identifying the *Architect* and the *Architect's Consultants*, provided that any such sign complies with all applicable laws and the *Architect* obtains the *Client's* approval of the format, any graphic rendering of the *Project*, and the location of any such sign, which approval shall not be unreasonably withheld.
- 17.5 The *Architect* shall be an independent contractor in performing the Services and its obligations under the *Contract*. This *Contract* does not create any agency, partnership, joint venture, fiduciary or other relationship of the *Architect* with the *Client* other than the relationship of independent contractor. Nothing contained in this *Contract* shall create any employment or contractual relationship between the *Client* and any of the *Architect's Consultants* or between the *Architect* and any of the *Client's Consultants*.
- 17.6 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 of the *Contract* shall remain in full force and effect to the greatest extent possible.
- 17.7 This *Contract* shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to or arising out of this *Contract*.
- 17.8 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, which consent shall not be unreasonably withheld.
- 17.9 Unless otherwise expressly stated, any reference in this *Contract* to a day, or to a calculation of days other than a *Working Day*, shall refer to a calendar day.
- 17.10 This *Contract* will become effective on the *Effective Date*.
- 17.11 All representations, , indemnities, obligations of confidentiality and other obligations under this *Contract* that by their nature are intended to survive termination shall so survive termination or expiration of this *Contract*, including GC01.1.7, GC01.1.8, GC08, GC09, GC14, GC15, GC16 and GC17.11.

GC18 OTHER TERMS OF CONTRACT:

- 18.1 The *Client* and the *Architect* agree to the other terms as set out in the attached Schedule 5.

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:

- NI Not Included. The scope of work item has not been selected and the *Service* is not to be provided.
- TBD To Be Determined. The scope of work item has not been selected and the *Service* is not to be provided at this time.
- C The scope of work item has been selected and the *Service* listed is to be provided by the *Client*.
- X The scope of work item has been selected and the *Service* listed is to be provided by the *Architect*.
- F1 Fee calculated as a percentage of construction cost – by phase.
The *Services* to be provided with a Fee Reference of “F1” are included for a fee to be computed as _____ percent (____) % of the Construction Cost by phases. Fees will be calculated on the agreed Estimate of Construction Cost at the completion of the schematic design for the schematic design phase, on the agreed Estimate of Construction Cost at the completion of design development for the design development phase, on the agreed Estimate of Construction Cost at the completion of the construction documents for the construction documents phase, on the accepted bid price for the, bidding phase, and on the actual final cost for the construction phase.
Fees for previous phases are not adjusted if the value of the estimates or actual Construction Cost varies as the project progresses. Where a change to the Work results in a net credit change order (net reduction in the Construction Cost), the *Architect* shall be paid for its *Services* related to the change on the basis of hourly rates set out in the fee reference Articles. Where the change in the work will result in a net extra change order (net increase in the construction cost), the *Architect* may elect to be compensated for its *Services* related to the change either by receiving its percentage fee on the increase in the Construction Cost or Estimate of Construction Cost or on the basis of the agreed hourly rates.
- F2 Fee calculated as a percentage of construction cost – final.
The *Services* to be provided with a Fee Reference of “F2” are included for a fee to be computed as _____ percent (____) % of the final total Construction Cost. Fees will be invoiced based on the estimates of Construction Cost and bid price as applicable, as the project progresses. The final invoice will be adjusted based on the fee calculated on the final total Construction Cost, less fees previously billed.
Where a change to the *Work* results in a net credit change order (net reduction in the Construction Cost), the *Architect* shall be paid on the basis of hourly rates set out in the fee references above. Where the change in the *Work* will result in a net extra change order (net increase in the construction cost), the *Architect* may elect to be compensated for its *Services* either by receiving its percentage fee on the increase in the Construction Cost or Estimate of Construction Cost or on the basis of the agreed hourly rates
- F3 Fee calculated as a fixed fee for the defined scope of work.
The *Services* to be provided with a Fee Reference of “F3” are included in the lump sum fee stipulated in the Articles.
- F4 Fee calculated based on the hourly rates.
The *Services* to be provided with a Fee Reference of “F4” will be invoiced as the *Project* progresses at the standard hourly or other rates stipulated in the Articles.
- F5 Fee calculated based on the unit rates.
The *Services* to be provided with a Fee Reference of “F5” will be invoiced as the *Project* progresses at the standard unit rates stipulated in the Articles.

Schedule 2 – Basic Services

ARCHITECT'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 *Architect* and the manner of compensation as indicated in *Fee Reference* for each as identified in Article A17.)

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	Review Program - Review the <i>Client's Program of Requirements</i> 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 Program of Requirements</i> , 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> .			
.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. Submit preliminary concept design documents to the <i>Client</i> .			
.6	Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon <i>Program of Requirements</i> , 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> for approval a Class D <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC06.3.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> , advise the <i>Client</i> of any required adjustments to the <i>Estimate of Construction Cost</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, electrical, and civil engineering 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; and 			
.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 Class C <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.			
.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> .			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.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 GC06.2 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.			
.19	Other Applications – Assist the <i>Client</i> in the preparation of applications for permits and approvals by authorities having jurisdiction that are required for the <i>Project</i> .			
.20	Agency - Act as the <i>Client's</i> authorized agent with the power to bind the <i>Client</i> for the purpose of submitting permit applications.			
.21	Comments by Authorities - Review and assist the <i>Client</i> to respond to comments by the authorities having jurisdiction.			
	BIDDING/NEGOTIATION PHASE			
.22	Pre-qualification – Assist <i>Client</i> in selecting contractors for pre-qualification. Prepare and issue pre-qualification call documents. Receive, review, and report results for <i>Client's</i> direction on which contractors to include in the bid document distribution.			
.23	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> .			
	.1 assemble and provide bid documents to bidders;			
	.2 monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding;			
	.3 arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award;			
	.4 review and comment on proposed substitutions;			
	.5 assist the <i>Client</i> with construction contract negotiations;			
	.6 prepare construction contracts and assemble construction contract documents for signature by the contracting parties.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	CONSTRUCTION PHASE			
.24	Limited General Review - Provide limited <i>General Review Services</i> during construction restricted to life safety and code compliance; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress of the <i>Work</i> ; report life safety and code compliance 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 where required by law to the chief building official.			
.25	General Review – Provide <i>General Review Services</i> 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 authorities having jurisdiction.			
.26	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> .			
.27	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.			
.28	Construction Schedule - Receive construction schedule from contractor, review and forward with comments to <i>Client</i> .			
.29	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.			
.30	Payment Certification - When engaged to provide <i>General Review Services</i> as per Schedule 3 2.1.23, 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 for payment to the <i>Client</i> within 10 days of receipt of contractor's proper invoice by the architect, 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> .			
.31	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.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.32	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.			
.33	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the <i>Construction Documents</i> , with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.			
.34	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process in a timely manner.			
.35	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.			
.36	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> .			
.37	Substantial Performance – When retained to provide payment certification as per Schedule 3 2.1.28, 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>Lien Legislation</i> .			
.38	Deemed Completion –When retained to provide payment certification as per Schedule 3 2.1.28, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the <i>Lien Legislation</i> .			
.39	Contractor's Close-out Documentation - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties, manuals, and related documents as required under the construction contract.			
.40	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.			
.41	Takeover Procedure - Arrange for takeover of the <i>Work</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.			

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.42	Warranty Review - Prior to the end of the contractor's standard warranty period which is typically one year following the date of <i>Substantial Performance of the Work</i> or <i>Ready-for-Takeover</i> , as appropriate, 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.			

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Schedule 3 – Additional Services

ARCHITECT'S SCOPE OF ADDITIONAL SERVICES

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

(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 A18.)

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	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	Multiple Sites – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			
.4	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written <i>Program of Requirements</i> as described in GC05.1.			
.5	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.			
.6	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.			
.7	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of <i>Consultants</i> to obtain survey, geotechnical, or <i>Toxic or Hazardous Substances or Materials</i> reports required by the <i>Contract</i> .			
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.8	Enhanced Project Management – Provide <i>Project Management Services</i> not included under <i>Basic Services</i> .			
.9	Cash Flow Projection – Provide and update as needed a cash flow projection for the <i>Architect's</i> fees and disbursements.			
.10	Enhanced Coordination - Provide <i>Services</i> related to designation of the <i>Architect</i> as coordinator of licensed professionals.			
.11	Detailed Estimates of Construction Cost - Provide detailed <i>Estimates of Construction Costs</i> .			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	Detailed Quantity Surveys, Inventories - Provide detailed quantity surveys and inventories of existing material and equipment other than that included in FF&E.			
.13	Future Facilities - Provide <i>Services</i> relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			
.14	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> .			
.15	Furniture Fittings & Equipment (FF&E) Analysis - Provide <i>Services</i> for the inventory and assessment of existing FF&E and analysis of <i>Client's</i> requirements			
.16	Furniture Fittings & Equipment (FF&E) - Provide <i>Services</i> for the selection and installation review of FF&E, including re-use of <i>Client's</i> inventoried FF&E.			
.17	Signage - Provide <i>Services</i> for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.			
.18	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.			
.19	Marketing - Prepare promotional presentations or special marketing materials.			
.20	Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			
.21	Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			
.22	Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.			
.23	Value Engineering - Provide <i>Services</i> in connection with value engineering or analysis.			
.24	CAD/BIM Files – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.			
.25	Moral Rights – Relinquish the <i>Architect's Moral Rights</i> in the <i>Project</i> in accordance with the requirements of Appendix B.			
	PERMITS AND APPROVALS			
.26	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:			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	.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			
.27	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.			
.28	Multiple Bid Packages - Provide <i>Services</i> and prepare multiple bid document packages as identified herein in connection with alternative, separate or sequential bidding processes or with negotiation of trade contracts.			
.29	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.			
	CONSTRUCTION PHASE			
.30	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.			
.31	Early Release of Holdback – Provide <i>Services</i> in connection with the early release of holdback for completed subcontracts or trade contracts.			
.32	Multiple Releases of Holdback – Provide <i>Services</i> in connection with the release of holdback on an annual basis, or phased basis.			
.33	Multiple Phases - Provide <i>Services</i> in connection with multiple phased occupancies.			
.34	Multiple Contracts - Provide additional construction contract administration <i>Services</i> in connection with Construction Management, Fast track or Design Build delivery.			
.35	Early Occupancy – Provide additional site and documentation reviews in relation to early occupancy of all or a portion of the <i>Project</i> . Provide additional <i>Services</i> relating to multiple warranty periods for the <i>Project</i> .			
.36	Updated Drawings - Prepare and submit to the <i>Client</i> in a timely manner Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.			

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.37	Updated Specifications - Prepare and submit to the <i>Client</i> in a timely manner Updated Specifications incorporating supplemental instructions, change orders and other changes issued during construction.			
.38	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>Architect</i> ; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .			
.39	Commissioning - Provide <i>Services</i> 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.			
.40	Notice of Non-payment - Assist the <i>Client</i> in drafting any statutory notices of non-payment in accordance with the requirements of the <i>Lien Legislation</i> .			
.41	Disputes with Contractor – If requested by the <i>Client</i> , provide assistance with any dispute arising between the <i>Client</i> and the contractor, including assistance in preparing documents required for submission in an <i>Adjudication</i> under the <i>Lien Legislation</i> .			
.42	Artifacts - Investigate the impact on the <i>Work</i> of the discovery of fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest at the <i>Place of the Work</i> .			

Schedule 4 – Other Services

ARCHITECT'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.)

Additions and Changes to Schedule 2 – Basic Services Scope of Work Items

Additions and Changes to Schedule 3 – Additional Services Scope of Work Items

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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.)

Amendments to the Articles of Agreement

Amendments to the Definitions

Supplementary Conditions

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 *Architect* shall provide editable CAD or BIM files, whichever was used for the *Project*. *Architect* 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 that 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 *Architect'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 *Architect* 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 *Architect* at the time of the *Contract* signing, the editable files shall be provided in the *Architect'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:	Fee Reference:	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 (<i>Record Drawings</i>)			

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 *Architect*, *Architect'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

Moral Rights

When relinquishment of *Moral Rights* is selected in Schedule B by the *Client*, to facilitate the *Client*'s use of the *Project*, including any future modifications, the *Architect*, hereby waives the *Moral Rights* which it has in the *Project* as indicated and selected below:

- ☐ Not Applicable. *Moral Rights* are retained by the *Architect* 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 *Architect* shall require its *Consultants* to provide a similar waiver of their *Moral Rights*.

As a condition precedent to the waiving of *Moral Rights*, the *Client* agrees to indemnify and hold harmless the *Architect*, *Architect*'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, any future changes made to the *Project* by or on behalf of the *Client*.

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

This waiver only relates to the completed portions of the *Services* and of the *Work*. This waiver only becomes effective on completion of the *Project*.

.....
CLIENT (Signature)

.....
ARCHITECT (Signature)

.....
(Printed name and title)

.....
(Printed name and title)

I have authority to bind the *Client*

I have authority to bind the *Architect*

.....
(Date)

.....
(Date)

Copyright Notice

This document is copyrighted by the Ontario Association of Architects (OAA). All rights reserved.

This document may be used and reproduced by members of the OAA without charge.

Any revisions to this document at any time shall constitute infringement of OAA's copyright.

The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 600:

Participants in the OAA's Roundtable for Construction Law Lawyers,

Participants in the OAA's Roundtable for Procurement Officials,

ADD

ADD

ADD

OAA's Practice Review Committee,

Pro-Demnity Insurance Company, and

Various members and interested parties who provided commentary and criticisms since the previous version was published.

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Introduction

The 2013 versions of the OAA standard client contracts OAA 600, 601, 602, and 603 have been updated, improved and reissued as a single format where either the default OAA developed or custom scope of services schedules may be used. These contracts and the Guide to OAA 600-2021 contracts are prepared by the Ontario Association of Architects for use by its members. The Guide is provided to assist both clients and OAA members in completing the contracts, and to provide a better understanding of some of the more important aspects of the documents.

The information in the Guide applies equally to OAA 600-2021 A for use by Architects and OAA 600-2021 LT for use by Licensed Technologists OAA.

The instructions and commentary in this document were considered accurate and correct when written. Members are cautioned that changes to the applicable legislation and court decisions, particularly those relating to prompt payment and adjudication may require adjustments to be made in the use of this document. Since the prompt payment and adjudication provisions are newer and as of August 2021 have not yet been tested in court, members should consult their legal counsel to determine if there have been court decisions, and what impact those decisions may have on the terms of the contract, liabilities, or responsibilities.

Background & Changes

Process:

OAA Practice Advisory Services (PAS) began a review of the OAA 600-2013 *Standard Form of Contract for Architect's Services* in 2017 in response to the provincial government's proposed changes to the *Construction Lien Act*. Various external factors including a new CCDC 2-2020 (which itself was delayed by COVID-19) delayed the completion of OAA 600-2021. However, the process continued, culminating in a Practice Resource Committee recommendation to Council and its approval in September 2021.

The following general goals for the update were established early on:

- Make minor corrections to references, syntax, numbering and content that have been collected by Practice Advisory Services since the 2013 version was released.
- Amend sections that have been found to be problematic.
- Identify from RFPs and similar documents those clauses most commonly amended by client authored supplementary conditions and consider balanced revisions to reduce the number of supplementary conditions proposed by clients.
- Provide the contract as a secure fillable (fill-in-the-blanks) type document.
- Obtain client input via OAA hosted roundtable discussions with construction law lawyers and client procurement department representatives to get a client's perspective of the contract provisions.
- Obtain legal review by lawyers who include public and private sector users and architects as clients with the aim of developing a balanced contract.
- Instructions & Commentary to be combined into one guide document, reformatted for clarity with text and colour variation and adding appropriate new content addressing revisions to the OAA 600 contract.

Most Visible Change is Format:

The most visible change to the new version of the OAA 600 is the format. There is now only one version. The schedules of services are referenced in the contract. The reference may be to the pre-defined full service list of services provided by the OAA or to a custom list of services developed for a specific project. The contract and the OAA provided schedules are 'fill-in-the-blank' type PDF documents. Members are no longer required to deal with the schedules of services being in GC2 and GC3 in OAA 600 and in GC13 or elsewhere in OAA 601.

Previous 'A' and 'B' Schedules:

The descriptions of services from GC2 and GC3 were used, updated and expanded, then reformatted into Schedule 2 Basic Services and Schedule 3 Additional Services, maintaining consistency with the RAIC Fee Guide (*A Guide to Determining the Appropriate Fees for the Services of an Architect*), in order to form a common base on which to establish the published percentage fees.

The identification of *Basic Services* provides greater clarity to clients and members, and provides important consistency with the percentages contained in the RAIC Fee Guide which are also based on 'Basic' services.

Custom Services:

To provide flexibility for situations where architects are providing other than traditional or basic full services such as smaller portions of services (e. g. feasibility studies) or a custom set of services (e. g. condition assessments), members may substitute custom schedules providing lists of tasks suited to a particular project rather than the OAA-provided full service schedules. Alternatively, where additional services are required, they can be included in custom schedules or added to the OAA provided schedules through the use of Schedule 4.

Members may find the shorter, OAA 800-2021 *Standard Form of Contract for Architect's Services* better suited for situations where OAA 600 is not appropriate. It is intended that the OAA provided schedules may be used with OAA 800 as well.

Provided Only as PDF:

The contracts are provided in PDF format only with no editable Microsoft Word or Excel version available. Having a non-editable template reinforces the premise of having a 'standard' contract. Supplementary Conditions can still be added easily by using Schedule 5 which is referenced in GC18 Other Terms of Contract, and these modifications will be clearly visible to all users as changes to the standard OAA contract language.

As before, there is information which must be added to complete editable fields or to populate fillable text boxes. To simplify use, all the editable fields and text boxes have been moved out of the General Conditions and placed either in the Agreement or in the Schedules. The user then only needs to look at the Agreement and the Schedules to see how the contract has been defined. In the absence of Supplementary Conditions, the General Conditions portion of the contract remains constant.

Can't fix everything

The new versions include best attempts at solutions for some of the problems that seem to be perennial, such as getting additional fees for scope creep or for release of CAD or BIM drawings. However, it is important to note that good management of the process, project and the client's expectations can minimize these problems, whereas, changes to contractual language alone cannot. The Guide provides suggested wording for some common situations encountered where special terms and conditions are appropriate.

Some of the language in the contract is intended to best describe the responsibilities of each party and avoid misunderstandings. The contract relies on plain language as much as possible.

Specific Revisions from 2013 versions:

1. Copyright notice added to restrict authorized use of OAA 600 to the time period it is available on the OAA Website.
2. The changes and additions made throughout required the renumbering of many Articles and General Conditions along with any references to them. They are too numerous to identify.
3. Added Ready-for-Takeover to list of anticipated dates. (A7)
4. Wording modified and grammar clarified. (A8, A9)
5. Added identification of the maximum variation between cost estimate and bid or negotiated contract price. (A11)
6. Added required professional liability insurance requirements. (A12)
7. Some of the user fillable text boxes have been pre-populated with examples of the recommended information that should be considered for use. This was done to provide guidance and to promote discussion of the issues addressed by the suggested wording. This suggested text can be changed by the user without requiring the generation of supplementary conditions.

Availability and Use of Older Versions of OAA 600

The OAA strongly recommends members and clients use the most current version of the standard contracts.

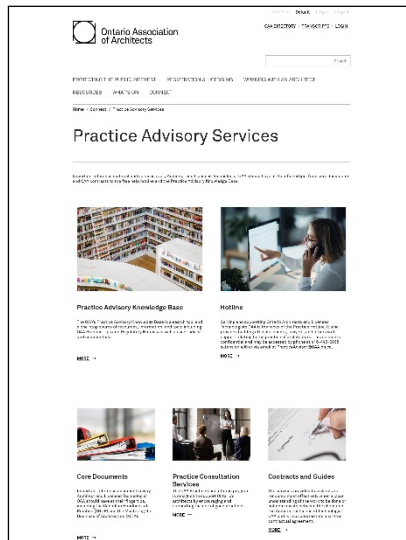
The current versions of OAA 600-2013 will remain available on the OAA Website for a transition period. This transition period is to allow familiarity with, and any supplementary condition to OAA 600-2021 to be developed. Once the OAA 600-2013 contracts are removed from the website, permission to use them will also have been rescinded.

The OAA 600-2008 version has long been unavailable on the OAA Website and no one has permission to use it for new contracts.

The OAA retains archive copies of older versions of the standard contracts. The OAA is aware that some client groups have prepared documentation that is coordinated with older versions of OAA standard contracts, and that they prefer to continue to use those; however, since applicable law has changed and the older contracts may no longer be compliant with current law or industry standard practices, it is OAA policy that archived copies of these documents are retained for information only and are not distributed for use as contracts for new projects.

Owners/clients referencing older versions of OAA contracts in RFP's or who have supplementary conditions to older contracts should update their documentation as the older versions have been withdrawn from use, permission to use older versions has been withdrawn, and they are no longer available from or supported by the OAA.

Instructions for Use



Download: The contracts are downloaded from the OAA website: [Professional+Resources/Documents/Contracts](#).

Save: Once downloaded save a copy to the pc desktop or elsewhere. Saving a copy unlocks features of the Adobe file. Rename the file appropriately e. g. "master". Make additional working copies as needed.

Review: Review the corresponding Guide and sample completed contract.

Fill in: Fill in the blanks of the contract.

Save again: Save a copy. This is an "un-locked" copy in case changes are to be made later for this contract or to use to edit for future contracts.

Lock and Save: Use the button at the bottom of the first page to create a "locked" copy with all the fill-ins locked except signature spaces (i. e. it cannot be edited further, only signed). Save with unique file name to identify it for the project. Generally this is the file that is used to email to the client for review, acceptance, signature and return. Sign digitally first if sending by email or print a hard copy to sign by hand.

Add Attachments: To add attached pages, appendices, or schedule attachments electronically, use a software program such as Adobe Acrobat. Prepare the pages to be attached as a PDF file then follow instructions for the software program being used to add the pages.

Practice Advisory Services

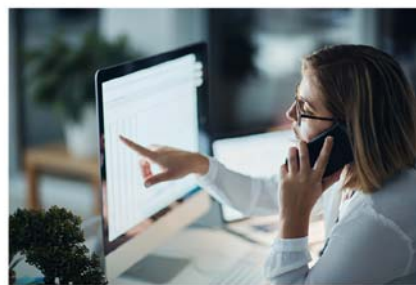
Important reference material and services every Architect and Licensed Technologist OAA should have at their fingertips, from core documents and OAA contracts to the free help hotline and the Practice Advisory Knowledge Base.



Practice Advisory Knowledge Base

The OAA's Practice Advisory Knowledge Base is a search tool and a one-stop source of resources, information, and tools including OAA Practice Tips and Regulatory Notices as well as peer advice and commentary.

[MORE](#) →



Hotline

Serving and supporting Ontario Architects and Licensed Technologists OAA is the focus of the Practice Hotline. It also provides building officials, clients, lawyers, and others with support relating to the practice of architecture. This service is confidential and may be accessed by phone at 416-449-6898 extension 400 or via email at PracticeAdvisor@OAA.on.ca.

[MORE](#) →



Core Documents

Important reference documents every Architect and Licensed Technologist OAA should have at their fingertips, including the Canadian Handbook of Practice (CHOP) and the Mastering the Business of Architecture (MBA).

[MORE](#) →



Practice Consultation Services

The OAA Practice Consultation program is designed to support Ontario's architects by encouraging and supporting the use of good practices.

[MORE](#) →



Contracts and Guides

The services provided to a client are rendered most effectively when a clear understanding of the work to be done or not done exists between the client and the Architect or Licensed Technologist OAA and is incorporated into a written contractual agreement.

[MORE](#) →

Commentary

General

In this section of the Guide, headings corresponding to the contract are in black text and commentary and guidance on the content under each heading are in blue text. Additionally an example of a completed contract is available on the OAA Website. The commentary and references to other information are intended as assistance and guidance to users but are neither complete nor comprehensive. It is simply not possible to anticipate all possible circumstances.

Of note is the introduction of Appendix A – Provision of Editable CAD or BIM Files. This appendix is a licensing agreement relating to the provision to the client or the architect's and other consultants original drawing files. Also, separate Schedules 2 and 3 have been reintroduced, superseding the scope of services item lists that had been incorporated in tables in GC2 Basic Services and GC3 Additional Services. The content of the tables have been modified. This was done to simplify the maintenance of the OAA 600, 601, 602, and 603 contracts, to allow for the development of new versions of the schedules for use with different project delivery types, and to encourage the use of the schedules with the OAA 800 series of short form contracts. The use of In addition there has been a regrouping of the General Conditions (GC), the introduction of new General Conditions, and the signing page has been moved to the end of the Agreement.

Where a member develops their own scopes of services, they should be organized as Schedules 2 and 3. Where there is a need to add a few services to those already listed in the OAA-provided Schedules 2 and 3, the additional scopes of services should be added as Schedule 4. Schedule 5 should be used for any required supplementary conditions. Any member-developed scope of services should be reviewed carefully to ascertain that it fairly describes the services of the member and the responsibilities of the client, such that both parties understand not only their respective duties and responsibilities under the contract, but also which services are not being provided in the agreed fee.

It is always recommended that parties obtain legal and insurance advice when entering into a contract. This is a particular need when there are significant revisions to the standard terms and conditions via supplementary conditions or amendments, if non-standard contracts for construction (other than the industry standard CCDC construction contracts) are to be used, or if there are to be amendments or supplementary conditions to the construction contracts.

Any amendments to the OAA 600 contract such as revised wording, deletions or additions should be documented in Schedule 5 referenced in GC18 Other Terms of Contract. Alternatively or for minor changes, hard copies of the contract can be amended by hand and each change initialled by both parties. Again, legal advice is recommended.

Consistency between the client/architect contract and the construction contract is essential if any services are to be provided during the procurement phase for assistance with tendering or the construction phase for general/site review and/or construction contract administration. The member's services contract needs to be coordinated with the "Role of the Consultant" described in the owner/contractor construction contract (e.g. CCDC 2). This coordination needs to include any supplementary conditions added to the construction contract.

Consistency is also needed between the requirements of the client/architect contract and the subconsultant contracts, particularly in relation to passing RFP requirements for confidentiality, conflict of interest, licensing of instruments of service, insurance, and indemnification.

Cover and Front Matter

The cover identifies which contract is being used and provides a text box in which to insert the *Project* name/brief description.

The inside of the cover contains the copyright notice tying valid use of the contract to the availability of the contract on the OAA Website.

The inside of the cover also credits those who assisted in suggesting changes and additions, and in reviewing drafts of the contract with the goal of producing a contract which reflects current industry practices and which fairly balances the needs of clients and OAA members.

The Table of Contents lists the major components of the contract and how the contents are organized to assist in locating appropriate clauses.

Agreement

A01 Effective Date

Enter the effective date of the contract which could be:

- the date an oral agreement was reached, or
- the date an interim or letter agreement was executed, or
- the date the contract was submitted to the client for signature, or
- the date the client first authorized action, or
- the date of execution of the contract, or
- some future date at which the parties want the services to start.

It is important that both parties agree on the effective date of the contract and arrange other contracts accordingly.

A02 Client

Enter at least the legal name and address of the Client. If desired also enter contact information such as telephone number and email address.

A03 Architect

Enter at least the legal name and address of the holder of the certificate of practice. If desired also enter contact information such as telephone number and email address. The name of the holder should be the same as that which is registered with the OAA as the holder of the Certificate of Practice.

A04 Project

Enter a detailed description of the Project and its characteristics. If applicable, attach and/or make reference to an agreed to functional program or design brief. The description should be consistent with that on the cover.

A05 Owner

This would be applicable in situations such as when the holder is engaged by a professional engineer, a project manager or a contractor who is not the owner or if the Client is a tenant or leasee. If the Client is the owner enter "Not Applicable" (N/A).

A06 Construction Cost Budget

It is important to understand that the holder designs within a budget for the *Construction Cost* set by the *Client* and that the fees are inevitably related to the *Construction Cost*. It is critical for a successful project to establish

a reasonable budget at the beginning, which includes appropriate *Contingencies*, even if the *Client* will be looking to the holder or others for estimates as work progresses

Refer to the Definitions to understand all the components that make up the total *Construction Cost Budget* and GC06.2 for what is to be included in the *Client's* budget and enter the dollar value in the space provided. Schedule 2 Scope of *Basic Services* items 2.1.3, .4 and .5 describe the process for initial reviews and agreements on the scope and budget.

A07 Anticipated Dates for Construction

Enter these anticipated milestone dates, which are critical in that a material change to either may affect the fee calculation, any extra services, and/or the *Estimate of Construction Cost* as noted in Article A10, GC04.1.14 and GC12.9. These dates are used to establish the initial schedule for both design and construction, and by extension the duration of this contract.

The concept of Ready-for-Takeover was introduced in CCDC 2-2020 to decouple contract milestones from varying construction lien legislation across the country. Select either Substantial Performance of the Work or Ready-for-Takeover of the Work. Mark the other as N/A.

A08 Delivery Method and Construction Contract

Enter the anticipated construction delivery method and the anticipated form of construction contract. These are important as fees and services may require adjustments due to a change in the delivery method or construction contract. For example, if the anticipated construction contract is stipulated sum under CCDC 2, and the client changes it to construction management, there could be an adjustment to the services required by the architect, such as preparing and issuing multiple bid packages and/or administering multiple trade contracts each with their own payment certification. See also GC04.1.3

A09 Permitted Budget Exceedance

The accuracy of cost estimating for anything as complex as a building with so many factors at play that are in many ways beyond the control of the client or the consultants including the complexity and timing of the Project, and extraordinary market conditions such as economic and political volatility or means it is reasonable to expect some variance between the budget and the results of bidding or negotiations. In recognition of this, an agreed variance from the budget should be established. This variance is referred to as the *Permitted Budget Exceedance*. The traditional variance is expected to be up to 15%. Whatever value is agreed to, the client should have the value of the *Construction Cost Budget* + *Permitted Budget Exceedance* + *Contingencies* available to undertake the *Project*.

Clients may be tempted to reduce the *Permitted Budget Exceedance* to 10 or even 5% in order to better manage their funds. In many ways, this is a false economy. The lower the *Permitted Budget Exceedance*, the greater the risk to the architect. There are two primary responses to the increased risk: 1) increase the total fee to compensate for the risk, and 2) design to 85 or 90% of the budget to reduce the risk. The result is either increased cost or less building than may have been possible had the risk been more equitable apportioned.

A10 Reliance on Initial Information

This Article describes a critical basic premise that both the *Client* and holder need to be cognisant of. If the initial information, on which the holder's fees are based changes, then the compensation, schedule and services need to be revisited and appropriately adjusted to reflect the changes in required time and effort.

A11 Consultants

Identify by discipline and company name the *Consultants* engaged by the *holder* in Article A11.1 and those engaged by the *Client* in Article A11.2. Two text boxes are provided for additional space. These are the *Consultants* whose services the parties have agreed will be coordinated by the *holder*. (Refer to definition of *Consultant Coordination*, GC01.1.4, and also to OAA Practice Tip [PT.27](#).)

Should other consultants be added at a later date, the *Architect* is entitled to an extra fee for the coordination of their extra services.

Refer to GC05.4.6 & .7 for *Clients* responsibility to engage *Consultants* with terms and conditions compatible with this *Contract*.

The client and the holder should both receive evidence of current certificates of the above insurances carried by the consultants and evidence of insurance renewal confirmations.

A12 Information Provided by Client

Risk should be borne by the party in the best position to manage the risk. In the case of real property (land or buildings), that would be the owner or the client. It is the client's responsibility to provide the relevant required information about the existing conditions of the property. Further the holder and the holder's consultants involved in providing services to the *Project* must have the right to rely upon the accuracy of the information provided.

It is possible for the architect and its consultants to assist in defining the scope of the information required for their purposes at the outset of the project and/or as it evolves. This assistance should not be construed as changing the underlying principle that the client is responsible for all information about the existing condition of the property they control. The design team is responsible for the changes it designs to the client's property.

In regards to obtaining the services of surveyors, geotechnical consultants, hazardous material consultants, and similar specialist consultants, the holder should acquaint themselves and the client with Practice Tip [PT.30](#) "Retention of Specialist Consultants"

Item .5 in the Article A12 list (legal description) is information of a different nature, but it also should come from the Client. It is essential to properly certifying substantial performance and should be provided at the beginning of a project rather than at substantial performance when there is a risk of inadvertent delay in the release of holdback.

A13 Review of Information and Site

It is prudent soon after the start of work on a *Project* for the *Architect* and other consultants to review the information provided by the *Client* and to review the site itself to generally confirm the information provided and the existing state of affairs on the site. Such reviews should be carried out according the *Standard of Care* to the extent permitted by any restrictions imposed on timing and access.

A14 Professional Liability Insurance

Professional liability insurance (PLI) (also known as errors and omissions insurance) is mandatory for holders. Its purpose is not to protect the holder, but to protect the *Client* and the public. The limits set in this Article should be established by the *Client* at a level appropriate for the nature of the project and the services being provided by the holder. For information about the mandatory insurance program, refer to Pro-Demnity Insurance's brochure "[Architects Insuring Architects](#)".

The client should also establish the duration for which coverage should be maintained. Pro-Demnity suggests a minimum of 2 years after the earlier of the completion of the *Services* or termination of this *Contract*. Coordinate this Article with GC09.2. Note that PLI is claims made insurance. The coverage and limits available when a claim is made is what matters, not what was available previously when any error, omission or negligent act occurred.

PLI covers the professional in relation to the professional services provided. As a result, no one else can be added as a named insured.

The *Client* in consultation with their insurance advisors should also establish minimum insurance levels for all other consultants. The coverage provided to holders through Pro-Demnity includes separate pools of money to settle any claims and from which to pay defence costs. Typically the coverage available to non-holders involves only one pool of money, so any money spent on defence costs reduces the coverage available to settle any claims.

A15 General Liability Insurance

While the *Client*, the holder, and the other consultants should be named insureds on the contractor's general liability insurance policy, holders should have their own insurance coverage to protect against claims not covered by professional liability insurance, and which may arise out of the holder's activities on site prior to mobilization and after the demobilization of the contractor in addition to claims arising during the course of the *Work*. Coordinate this Article with GC09.2.

A16 Automobile Liability Insurance

Holders should have automobile insurance covering owned and non-owned vehicles used in connection with the *Project*. Holders should confirm that any insurance coverage on their personal vehicles provides coverage for occasional use in connection with projects. Coordinate this Article with GC09.2.

A17 Fees for Basic and Additional Services

Services are divided into *Basic Services* and *Additional Services* so that there can be a correlation with the percentages for Basic Services indicated in the RAIC's "[A Guide to Determining Appropriate Fees for the Services of an Architect](#)". The category of Extra Services has been added to address the confusion that existed in having 3 types of services but only 2 categories to assign them to.

The scope of basic and additional services and the basis for fee calculation is documented in Schedules 2, 3, and 4 referenced in GC02, GC03, and GC04 respectively. Fixed fee amounts and hourly or unit rates to be applied to the schedules should be inserted in Article A17.

The purpose of the schedules is two fold:

- 1) to identify the services included in the contract, and
- 2) to identify the fee or the formula/method that will be used to calculate the fee for each service

Fee types, suitable for the specific project, should be established, described and a legend given for each different fee type. The legend is commonly: F1, F2, F3, F4 etc. as used in this commentary for the example text. The legend is identified in Article A15 along with the explanatory text. The legend symbols F1, F2, etc. are put into the schedules referenced by GC2.1 & GC3.1 as appropriate.

Fees for Changes to the Work or Services

Changes to the work and extra fees can rarely be avoided. The contract should include an appropriate method of how fees for any additional services required due to changes will be dealt with.

Fees required for a specific change to the work should always be agreed on prior to the commencement of the services related to the change. A determination should be made as to whether the change involves more services of the same type as already contracted for or involves extra services not previously contemplated.

For percentage based fees:

Changes to the *Work* with percentage based fees is covered in the text for percentage based fees. This includes where a reduction or elimination of a portion of the project would normally result in a reduction of fees, yet actually requires more effort or time from the architect. This can occur where work already done must be undone or revised.

For fixed fees:

For fixed fees care is required by the architect to identify to the client any changes to the original scope of the project for which the architect may be compensated for the extra services based on hourly rates, unit rates or an agreed fixed amount.

A fixed fee may be presented as being based on a percentage of the estimated construction cost at commencement. This computation can include a reasonable amount (percentage) for changes during construction based on the experiences of the parties. Where this method is chosen, and provided that there is

no material project change, the fixed fee will include services for changes to the work. Such an arrangement depends on both parties being very familiar with the project type and scope of work needed.

A18 Fees for Extra Services

Enter here the terms of payment for those services required but not anticipated at the time of contract signing; where those services are provided under different terms than those in Article A17, Possible terms include the following with which the editable text box is pre-populated:

Fees shall be computed on the basis of the designations in the Fee Reference columns in Schedules 2, 3, and 4 which designations are defined in Schedule 1.

Hourly rates for key personnel/positions:

Principals	\$	.	per hour
Senior staff	\$	.	per hour
Intermediate staff	\$	.	per hour
Junior staff	\$	.	per hour
Clerical	\$	.	per hour

Adjudications are fast paced processes. In order to respond in the time frames required, holders providing assistance to clients with adjudications will likely need to work outside normal business hours and disrupt other projects by pulling people with knowledge of the project being adjudicated off the projects they are currently working on. Such effort and disruption can not be adequately compensated at the normal hourly rates.

The rates for assistance in connection with any *Adjudication*, mediation, arbitration, legal proceeding or other dispute resolution proceeding which is not as between the *Client* and *Architect* under this *Contract*, including in respect of any contract of the *Client* being administered by the *Architect*, shall be 200% of those listed above unless agreed otherwise.

On projects that last for several years, it is reasonable to anticipate that costs will increase over time. It is appropriate to adjust the hourly rate to reflect changes in the consumer price index. This may be a less expensive approach than asking that fees be fixed and averaged over the duration of the project.

The rates established above shall be adjusted on the anniversary of the *Contract* according to the annual change as reported quarterly in the Statistics Canada Residential Construction Price Index for the Toronto, Ontario area in Table 18-10-0135-02.

A19 Fee Breakdown by Phase

Enter the percentages appropriate for the *Project*. The standard range and typical percentages used are shown below:

Project Phase	CAD Range		CAD	BIM/IPD
Pre-design services		varies		
Schematic design phase	12 - 18%	typically	12.5%	20%
Design development phase	12 - 18%	typically	12.5%	25%
Construction documents phase	45 - 49%	typically	45%	25%
Bidding or negotiating phase	2.5 - 6.5%	typically	5%	5%
Construction phase	25 - 35%	typically	25%	25%

With new methods of project design and documentation such as Building Information Modeling (BIM) or Integrated Project Delivery (IPD) more documentation and design is required to be done in the earlier phases to provide the basis for further development.

A20 Administrative Charge

If the contract provides for this administrative charge, enter the percentage here.

Some clients will try to negotiate out the administrative charge if separate from the fee. *Clients* should recognize and be advised that there is a real administrative cost in the assembly, review, preparation and issuance of any agreed upon pass-through reimbursable cost invoices.

If the administrative charge is to be zero, rather than writing supplementary conditions to delete the wording throughout the contract, simply set the administrative charge percentage to 0. This avoids unnecessary supplementary conditions and the possibility of missing a reference somewhere.

In some instances, clients insist on architects carrying the entire cost of reimbursable expenses, including the administrative charges within the fee. In such cases after estimating the anticipated amount of reimbursable expenses including appropriate administrative charges, add the amount determined to the fixed fee or increase the percentage fee and record this as part of Schedule 5. Then set the administrative charge percentage to 0 and note in Schedule 5 that "*Reimbursable Expenses* are included in the *Architect's fees*."

Every attempt should be made to determine the magnitude of the *Reimbursable Expenses* prior to signing the *Contract*. This would include defining how many printed copies of the instruments of service are required.

A21 Travel Costs

Enter the amount per kilometre that will be invoiced for auto travel.

Where travel costs are not being reimbursed, rather than writing supplementary conditions to delete the wording throughout, simply set the rate to \$0.00.

Many practices charge for automobile travel only when it is beyond a stipulated distance from the holder's office. For purposes of calculating the cost per kilometer for automobile travel (should the client not have his/her own established rates) a fair guide is the published federal government rates which are updated regularly - refer to the [Canadian Revenue Agency web site](#).

A22 Retainer

This retainer is a deposit for the architect's services. It is in recognition that the architect in accepting the *Contract* has arranged its business affairs and personnel to provide the necessary service for the *Project*.

This retainer is an advance payment on fees which will be deducted from the final invoice. An advance payment is appropriately accounted for as a statement of credit to the client's account. This retainer is the non-refundable minimum amount payable under the contract. At the end of a project, if the final invoice is less than the retainer amount, the difference shall be refunded.

A23 Proper Invoice Contents

The *Construction Act* defines the minimum requirements for the information to be included in a *Proper Invoice*. It also provides for a contract to add additional requirements. Any desired additional requirements such as the *Architect's* and *Client's* project numbers are to be listed here. If the definition of *Proper Invoice* as prescribed in the Definition section of the *Contract* does not require any additional requirements, complete by filling in as "Not Applicable". .

Many construction contracts require the contractor to submit a CCDC 9a Statutory Declaration with all but the first invoice. As a result many contractors have a commissioner of oaths or a notary public on staff. Such is not the case with holders. Architects and Licensed Technologists OAA are licensed professionals subject to professional standards and discipline. In recognition of this, it is recommended that when requested by clients that holders provide an OAA Standard Certificate of Payment and Distribution by Architect form.

OAA Standard Certificate of Payment and Distribution by Architect form (*for the 3rd and all subsequent Proper Invoices*)

Due to changes in the payment periods required by the *Construction Act* it is suggested that “Certificates of Payment and Distribution” be required *for the 3rd and subsequent Proper Invoices*.

A24 Invoicing

If invoices are to be issued other than monthly, amend the requirements in Schedule 5 with the agreed to invoicing period. On some small, fast paced contracts, it is appropriate to invoice twice monthly or even weekly. If amending the invoice period it may be appropriate to also amend the notice period in GC10.2 and 10.3.

A25 Interest on Unpaid Balance

The underlying principle is that the holder is not in the business of funding the client's project. Accordingly, the interest paid to the architect on overdue amounts should be more than the interest that the client pays to its lender and more than the architect pays for bridge financing between when the client should have paid and when the client does pay. This should be reflected in the rate entered here. The rate, while a deterrent, ought not to be of usurious proportions.

A26 Release of Holdback

The *Construction Act* permits the release of accrued holdback monies on a phased basis, upon completion of a designated design phase. Design phase refers to each of the phases of services described as the architect's scope of service under Schedule 2, and Schedule 3 (as may be amended under Schedule 4) that occur prior to the construction phase. To be effective, the contract must specify the design phase or phases after which accrued holdback will be released.

By specifying the applicable design phase or phases in the box provided, the release of holdback may be designated to occur following the completion of all design phases, or upon completion of one or more specific design phases. The choice will depend on the size, duration and complexity of the project. The cost of processing the paperwork should be weighed against the cost of financing the holdback until the next milestone.

For short duration projects it may be appropriate to wait for deemed completion and release of the entire statutory holdback. For longer projects, interim release of holdback upon completion of the construction documents phase. For even longer projects, agreement may be reached for interim release of holdback at the end of more than one designated design phase. For very large projects spanning several years, consider the provisions for yearly release of holdback in the *Construction Act*.

Careful consideration must be given as to how the end of a phase is determined. Is it related to the provision of Instruments of Service at a milestone, to the client's acceptance of the milestone, to a tender package being issued, a tender closing, a contract being awarded or some other circumstance? Note whether the release of holdback is dependent on the performance of a third party. Avoid situations where any party acting unreasonably can delay release of holdback. Avoid situations where the milestone triggering release may itself be delayed even though the required work has been done, such as issuing for permit or for tender.

Note that an Application for Release of Holdback is not an Application for Payment and is therefore not subject to the requirements for a Proper Invoice. The holdback accumulates from the amounts previously invoiced as part of Proper Invoices and was previously determined to be due and payable except for the requirements of the lien provisions of the *Construction Act*. It would also not make sense for the Application for Release of Holdback to be payable on the 28th day as with Proper Invoices when the lien period does not expire until the 60th day.

A27 Hierarchy and Contract Documents

As in a construction contract, the hierarchy of documents establishes which documents and which parts of the contract govern if there is a discrepancy among them.

List here in priority sequence all the documents which comprise the contract. Include any bid forms not recorded elsewhere which are intended to survive the procurement phase such as confidentiality agreements.

A28 Entire Contract

This Article confirms that this contract comprised of the documents listed in the preceding Article is the only and entire contract between the parties for the Project.

A29 Amending Contract

This Article establishes that the contract may be amended, but only in writing by mutual agreement. When a change to the contract is required; either a change in the existing scope or the addition of extra services, refer to the OAA Contract Amendment form.

A30 Signing in Counterparts

To facilitate signing by parties who are not physically present, this Article permits the signing of counterparts. This provides for each party to sign and then exchange identical copies of the contract where sending a single copy back and forth for both parties to sign would be inconvenient or cause undue delay.

A31 Client Review

In order to establish a schedule for the provision of services, time must be allowed for client review and approval of various submissions. Enter here the time to allow in the schedule for client review.

A32 Delivery of Notices

Some clients and practices require delivery of notices and invoices/payments to be to a different location than the client's formal address. Enter here and describe the addresses for delivery of such notices and invoices/payments.

Signing Space

Those with authority to sign the contract should sign here. Corporations should affix their corporate seal. A holders seal is not a corporate seal and should not be used as such. Where the client is a couple, both should sign the contract.

Amendments to the Articles of the Agreement (May be included in Schedule 5)

Although rarely used by holders, there are alternate forms of security that may be retained in place of the percentage of the amount payable that is most commonly retained. Where permitted by the *Lien Legislation* and agree between client and holder, wording based on the following may be used.

Axx Form of Holdback

Where permitted by the *Lien Legislation*, instead of being retained in the form of funds, the *Client* agrees to retain the holdback in one more of the following forms:

- ☐ letter of credit
- ☐ demand-worded holdback repayment bond
- ☐ other: _____

Unless otherwise mutually agreed, the *Architect* shall be responsible for providing and maintaining any such holdback security at its expense.

Definitions

Many of the definitions herein are self-explanatory. Guidance is provided where appropriate to explain changes or additions from OAA 600-2013.

Additional Services

Adjudication

Architect

Architects Act

As with other applicable law, the phrase “as amended as of the effective date of the Contract” is used rather than the more common “as amended from time-to-time”. There is no question that applicable law must be complied with. There is much greater risk and uncertainty for the holder in agreeing to provide services complying with the scope unknown and unpredictable future changes for no adjustment in fee or in time.

If future changes to the applicable law result in changes in the effort or time required to comply with the amended law, it is reasonable for the holder’s fee and time to be adjusted by mutual agreement.

In the case of changes to the Building Code Act or the regulations thereunder, there is typically a specified transition period or an effective date at least 6 months in the future. Where such changes have been detailed and the transition period or effective date formally announced, the holder’s fee and time should include those known changes. If the changes become known after the effective date of the contract, then the holder’s fee and time should be appropriately adjusted.

Background Intellectual Property

This is defined to distinguish intellectual property of the holder that existed prior to the *Contract* from that which was created in the course of providing the *Services*.

Basic Services

Client

Construction Act

Construction Cost

The definition of *Construction Cost* reflects the exclusion of value added taxes from the percentage fee calculations in the 2019 version of the RAIC’s “A Guide to Determining Appropriate Fees for the Services of an Architect”. Accordingly, the revised definition is no longer consistent with earlier versions of the Fee Guide which included VAT in the percentage calculations.

Construction Cost Budget

Construction Documents

Contract

Contract Documents

Consultant

Consultant Coordination

Typically, consultants are professional engineers with a certificate of authorization, holders of a certificate of practice, and perhaps landscape architects, interior designers, specification writers, hardware consultants, and cost consultants. There are a number of other, less commonly used consultants specializing in relatively narrow fields who may be engaged on a specific project and require coordination. It is important at the outset of a project, especially if the project is large or complex, to ascertain the extent of consultancies that will be involved and the extent of the coordination services that the holder will be required to provide.

Refer to GC01.1.4, GC09.7, and Practice Tip [PT.27](#) for additional information on coordination.

Contingency

Contract

Dispute

Effective Date

Electronic Documents

Estimate of Construction Cost

Extra Services

The category *Extra Services* was added to remove the need to redefine basic and additional services.

Force Majeure Event

Force Majeure is not an established principle at law and is defined solely by the contract terms and conditions. The definition of *Force Majeure Event* was written without reference to a list of examples to avoid excluding an event because it wasn't listed; rather the definition relies on three characteristics to determine if an event is a *Force Majeure Event*.

General Review

Refer to [Regulation 27](#) Section 50, to [OAA Documents & Publications](#) and to the Canadian Handbook of Practice for Architects ([CHOP](#)) for recommended procedures and reporting forms.

When required by the building code, it is essential for the architect to provide general review from the start of construction to be able to certify payments, substantial performance or release of holdback. Therefore it is in the interest of both the client and the architect that the substance of this service be clearly understood.

Instruments of Service

The drawings, reports and specifications are communication tools to required to convey the design recommendations which are the result of the provision of professional services. They are not work products; they are *Instruments of Service*. Attempting to redefine the *Instruments of Service* as work products is highly problematic and inconsistent.

The transfer of work product may be construed by a court to be subject to strict liability or product liability standards with implied warranties of merchantability and fitness for use. This is inappropriate for the output of professional services.

Unless specifically contracted otherwise, the *Instruments of Service* do not include the holder's draft versions, files, computations, emails, or superseded documents of any format or description, etc. , which remain the holder's personal files.

Lien Legislation

Moral Rights

Notice in Writing

Permitted Budget Exceedance

Place of the Work

Program of Requirements

Project

Project Management Services

Proper Invoice

A *Proper Invoice* is consistent with the requirements of the *Construction Act*. In jurisdictions in which a proper invoice is not defined, the requirements of a *Proper Invoice* may be applied to any invoice for payment.

Ready-for-Takeover

This new concept is defined in CCDC 2-2020 GC 12.1. It has the effect of moving the start of the contractor's warranty period from the date of *Substantial Performance of the Work* to much closer to Deemed Completion. It also requires some of the close out documents to be submitted as a prerequisite for *Ready-for-Takeover* while leaving other close out documents to be submitted later. The specifications should be clear about the close out submission requirements.

Record Drawings

Reimbursable Expenses

Services

Standard of Care

Substantial Performance of the Work

Substantial Performance is governed in Ontario by the *Construction Act* (CA) and will be computed on the basis of the improvement to the property being ready for the purpose intended AND the mathematical formula, defined in the CA. The payment certifier determines the value remaining in the contract for incomplete work and correction of determined deficiencies.

Note that "ready for the purpose intended" is interpreted to mean the date the owner takes occupancy for the purpose intended such as furnishing, equipping, training etc. and not as in the case of a hospital the date it is patient-ready. There is much work to be done in a hospital that is not related to the construction contract before a hospital is patient-ready. In the case of a shopping mall it is the date the retail is ready for fit up. This interpretation is made on the basis that the contractor has no control of the patient ready date, the retail opening date or actual tenant occupancy date.

Toxic or Hazardous Substances

Value Added Taxes

Work

The construction industry through the CCDC documents has adopted *Work* (italicized) to refer to components of the work, such as the general or trade contractor's construction work. In this contract *Work* is used with the same meaning. It does not refer to the holder's services.

Working Day

General Conditions

GC01 Architect's Responsibilities

1.1.1 This is essentially the standard of care in law (Refer to "The Canadian Law of Architecture and Engineering", by McLachlin, Beverley M. ; Wallace, Wilfred J.). which is what professional liability insurance covers.

1.1.6 When the holder states that specific key people will be on the team for the project, the holder is agreeing to keep them on the project or to notify the client if they are to be changed. Of course if a staff member leaves the practice, or is dismissed for cause, the holder cannot be held responsible.

1.1.7 While recognizing the need for confidentiality, the holder must be allowed to share the information or documents as required to perform the *Services*, obtain legal advice, comply with requests from authorities having jurisdiction and respond to insurance providers or the regulator of the profession. Regulation 27, Section 42 (44) states "Disclosing confidential information received from a client or employer except as authorized by law or with the consent of the client or employer" is considered professional misconduct.

1.1.8 The Regulation 27, Section 42 (23) requires a “holder to provide to the Registrar upon request any design, document or record relating to an investigation or a proceeding in respect of the professional conduct or competence of a member or holder.” Regulation 27, Section 47 (2) requires that every holder must “maintain chronological books, records, accounts and files for each architectural project”.

1.1.9 Simply put the holder shall not place themselves in any conflict of interest position as it relates to carrying out responsibilities related to the services provided.

1.1.10 This clause was added to define more specifically grounds for termination of the contract by the Architect. The failure of the Client to accept the Architect’s professional judgement may relate primarily to issues of life safety, building code compliance, zoning or other applicable legislative matters, where there are a substantial number of issues or other significant matters demonstrating not a single instance, but a pattern of loss of confidence.

1.1.17 Most of the insurance claims against holders arise from the work of subconsultants. It is good practice to require the other consultants to carry appropriate insurance rather than put the holder at sole risk.

GC02 Scope of Architect’s Basic Services

The table listing the items comprising the scope of Basic Services that was part of GC 2 in OAA 600-2013 has been moved to the new Schedule 2. The Schedule 2 accompanying this contract may be used as-is. Any work items not already in the schedule may be added in Schedule 4. Alternatively, custom lists of scope of Basic Services items suitable for specific projects may be compiled and substituted for the OAA provided Schedule 2.

Since the Schedules can be amended or substituted as needed, there is no longer a need for separate versions of the contract as were used with OAA 600-2013 and OAA 601-2013 or OAA 602-2013 and OAA 603-2013.

The Basic Services Schedule 2 referenced in GC02.1 is separated from the Additional Services Schedule 3 referenced in GC03.1 to allow a correlation to the percentage fees defined in the RAIC’s “*A Guide to Determining Appropriate Fees for the Services of Architects*”, commonly called the Fee Guide.

The purpose of these schedules is two-fold:

- 1) to identify the services to be provided for the project, and
- 2) to identify the fee or the formula/method that will be used to calculate the fee for each service.

As noted in the commentary for Article A17, a specific fee cannot always be determined or fixed in advance, but a formula or method for calculating the fee for a particular service can and needs to be identified.

A legend for fee types to be used in the *Contract* is identified in Schedule 1 and legend designations are to be used in Article A17 and in the tables. The schedules list the services and on the right three columns are provided.

1. The first column in the schedules titled “Service Provided” is to be completed by entering a simple yes or no.
2. The second column in the schedules titled “Fee Reference” is to be completed by entering the Fee Reference type established in Schedule 1.
3. The last column can be used for brief notes or reference to numbered notes.

Refer also to the commentary on Schedule 2 about filling in the table.

GC03 Scope of Architect’s Additional Services

The table listing the items comprising the scope of Additional Services that was part of GC 3 in OAA 600-2013 has been moved to the new Schedule 3. The Schedule 3 accompanying this contract may be used as-is. Any work items not already in the schedule may be added in Schedule 4. Alternatively, custom lists of scope of Additional Services items suitable for specific projects may be compiled and substituted for the OAA provided Schedule 3.

Since the Schedules can be amended or substituted as needed, there is no longer a need for separate versions as were used with OAA 600-2013 and OAA 601-2013 or OAA 602-2013 and OAA 603-2013.

Schedule 3 referenced by GC03.1 lists services normally considered as services additional to those considered as basic services in the RAIC Fee Guide. There will also be services that are either not applicable or provided by others or other than those listed depending on the project particulars and as the result of negotiations between the client and the architect.

Refer also to the commentary on Schedule 3 about filling in the table.

GC04 Provision of Extra Services

In addition to the basic and additional services referenced by GC02 and GC03 which were anticipated and agreed to by the time the contract was negotiated, many projects will need extra services – those services neither anticipated nor agreed to by the time the contract was negotiated.

GC04 was written to provide a framework for defining which services are extra to the contract, how the need for extra services may arise, and The above and following clauses are included in the contract to establish an agreed upon protocol in regard to the approval of extra fees for services that become necessary for the project, but which are unforeseen at the time of contract execution.

It is not possible to anticipate and calculate a fee in situations where the extent or timing of services required are unknown or depend on factors beyond the control of the holder. It is unreasonable to expect the calculation of fair and reasonable fees for services which are undefinable or can vary, for example, from a few hours to literally hundreds of hours of professional input.

Minor changes in a project are considered normal and do not typically give rise to requests for extra fees. Too many minor changes or even single material changes on the other hand are likely to result in requests for extra fees. Experience and judgement are required to determine when the former becomes the latter.

4.1.5 Holders rely on their knowledge and experience to understand and interpret applicable law and apply it to the design of a project. Sometimes the person who reviews a holder's preliminary design is not the person who reviews the permit application. Those two people may hold to differing interpretations. One may accept a design and the other may reject it. A similar situation may arise if a senior person is promoted or retires and is replaced by a more junior person. In other instances, an authority may be impacted by a court decision and abruptly change their interpretation. In these and other circumstances, holders should not.

4.1.8 The use of the term "extensive" number or size of claims implies that some level of service with regard to claims, disputes or other matters in question between the client and the contractor relating to the execution or performance of the work is considered part of basic services. However the contract leaves open the question of what is "extensive". During contract negotiations, discuss with the client in order to arrive at a mutual understanding of what is part of basic service and what will be extra services.

4.1.9 During the course of construction, the *Work* is more vulnerable to damage from a variety of causes than when it is complete. These causes include fire, wind, precipitation, flood, cold, vandalism, deficient construction or temporary measures, etc. Services in relation to making good any and all such damage are to be *Extra Services*.

4.1.11 Adjudication is new and there has not been sufficient experience with it to know what percentage of projects will require adjudication or whether adjudications will typically take 3 days or 3 weeks. As a result any support given to a client related to adjudication should be as an extra service.

4.1.13 Should the construction period extend beyond the date identified in Article A07 or in the construction contract, for reasons beyond the control of the holder, the holder will be reimbursed by the owner for construction phase services for the period of the extension. The owner may be in a position to recover such expenses from the contractor.

GC05 Client's Responsibilities

5.1 A clearly stated *Program of Requirements* is a key piece of initial information that defines what the client wants. It often contains conflicting requirements that the holder must consider in developing the design solution.

5.2 It is rare for a budget to remain static. As a design develops, changes in the *Program of Requirements*, applicable law or the available funds may impact the budget. It is important that the budget be kept up-to-date.

5.3.1 It is essential for the success of the project that the client be represented by one individual through whom communications between the client and the holder are channelled. This is particularly important when the client is a group of individuals such as a board or building committee with differing ideas about the project. It is not uncommon to experience major redesign and substantial delays when several individuals with disparate views officially represent the client.

5.3.2 It is prudent to discuss with the client early in the project when during the project approvals will be required for the smooth flow of services and to permit production schedules to be met. Different clients will have varying abilities to read and understand drawings. Some may require more assistance in understanding the information contained in the documents needing their approval prior to giving approval to proceed to the next phase of the architectural services.

5.3.3 Although the client (as applicant) is officially the recipient of the building permit, the architect may assist the client understand and function in this role and may be the entity that submits the application for building permit on the client's behalf.

5.3.4 Authorities may only communicate with applicants. In such cases, it is important that clients understand the need to pass along to the holder communication from the authorities. Failure to do so may result in delays in approvals processes and to the project.

5.3.5 The more eyes that review construction the better the result. Unless on-site full time (additional service), architects and consultants review construction periodically on a random sampling basis. If clients observe anything that appears to be a problem or that may be covered up prior to the next time the architect or the consultants will be on site, it is to the client's advantage to inform the architect as soon as possible. Standard CCDC construction contracts provide for all communications between client and contractor to flow through the architect. Accordingly, it should be made clear that the client should not separately and independently instruct the contractor, the contractor's personnel or the sub trades, especially when it involves changes to the work or sequence of construction.

5.3.6 The importance of coordinating all consultant contracts should be emphasized to the client, particularly if the holder is, as is often the case, required to co-ordinate the services of any consultants engaged directly by the client.

5.3.7 As Pro-Demnity has shown, most insurance claims they defend arise from the services provided by mechanical and electrical engineering consultants. Unlike OAA licensed professionals, not all consultants are required by legislation to carry professional liability insurance. Notwithstanding certain exceptions, the client will be best advised to require that all consultants on the project carry adequate insurance for their services and to obtain evidence of insurance where possible.

5.3.10 Architects and Licensed Technologists OAA are retained by clients for their technical knowledge and experience. It is to be expected that clients will generally accept a holders professional recommendations related to the *Services* being provided rather than rejecting or overruling such recommendations.

GC06 Budget, Estimates and Construction Cost

It is the holders responsibility to design to the *Construction Cost Budget* within the *Permitted Budget Exceedance*; subject to factors beyond the holder's control.

6.8 Where a cost consultant is engaged by the client, the scope of client's estimator's services should be compared to services in the contract and where applicable revisions to GC6 or other parts of the contract should be made using Schedule 5.

Holders are entitled to rely on cost estimates prepared by the client's consultant. Where the client's consultant determines that a design is within the *Construction Cost Budget* plus the *Permitted Budget Exceedance*, but the lowest compliant bid or negotiated price is higher, the holder shall be paid for any services required to reduce the project cost. If the client's consultant's estimate was inaccurate, the client should seek to recover any additional expense from the cost consultant.

GC07 Construction Phase Services

7.2 Despite being hired by the client, perhaps acting as the client's agent, acting on the client's behalf and administering a contract defined in part by documents created by the holder, it is considered professional misconduct not to be fair and impartial in the administration of the contract. Further, above the contractual responsibilities, the holder has a duty of care to the public. It is not the holder's role to act solely in the best interests of the client.

7.3 The payment certifier's role in the certification for payment process is to ascertain the extent and proportionate value of the construction that has been completed in accordance with the construction contract documents in conjunction with appropriate other consultants where applicable.

At the beginning of the work, the architect and the client review the schedule of values prepared and submitted by the contractor. The schedule of values is intended to be an accurate and fair representation of the percentage that each line item is of the total construction cost. The purpose of the schedule of values is to facilitate the payment certification process.

The monthly payment certification process entails a review on site of the application for payment submitted by the contractor. An application for payment is divided into multiple components, each describing the percentage completion of the contractor's General Conditions and the subcontractor's or trade contractor's work and is presented in a format that parallels the schedule of values.

Refer to OAA documents and the Practice Advisory Knowledge Base for additional information and standard forms.

GC08 Copyright and Use of Documents

The Canadian Handbook of Practice provides useful information on electronic data transfer and assignment of copyright.

When the client requires editable CAD or BIM files for future use in managing the facility complete the licensing agreement included as Appendix A.

Where the client's concern is that the holder may provide a substantially similar design to another client the following may be used rather than assigning the copyright, add the following to Schedule 5

"The *Architect* undertakes not to design another project which is substantially identical in design features to this *Project*."

8.1 In some instances, clients request that copyright in the *Instruments of Service* be assigned to them. In many instances the reasons cited by the client can be satisfied without the assignment of copyright, but rather a licence specifically stating the purpose for which the license is granted and the related terms and conditions for its use. This applies to uses such as facility management, maintenance, reference with respect to future renovations or additions.

In some rare cases it may actually be necessary to assign copyright to the client. If this does occur, it must be done in writing and should be limited to only those documents that are absolutely needed. Be aware that, if you are not careful, you may be transferring the ownership of your standard details, boilerplate notes and office specifications, assuming copyright exists in such works, to the client. If this is done, you will need a license from the client to use any of them on any other project.

8.6 This constitutes a licensing agreement for the *Instruments of Service*.

8.6.3 While a design and its representations may be unique, software is often generic and for the sake of usability shares common user interface and other organizational elements. The value is in how the client's

data and the results of how the software manipulates the data. Unless it is explicitly contracted for, it is unreasonable to prevent a holder from reusing software on future projects provided the client's data is not used on future projects and is kept confidential.

8.6.4 The holder should take care to ensure that consultants engaged by it are also bound to the same terms and conditions and will arrange for licensing or transfer of their copyright in a similar fashion. Legal advice should be sought in effecting such assignments and whether the consultants should transfer their copyright to their client (the holder) in the first instance or directly to the holder's client.

8.7 The granting of the license is subject to the terms and conditions noted in 8.7.

8.9 The designs for projects for a specific location at a given point in time are not transferable to other sites or use at other times. Projects are designed in accordance with the building code and other applicable legislation then in effect, for the specific conditions existing at the *Place of the Work*, including for the specific orientation and topography of the *Place of the Work*; and for the specific sub-surface conditions of the site. As a result, the *Instruments of Service* are unsuitable for any other location, and any other time.

GC09 Indemnification and Liability of the Architect

9.1 Holders are required to carry at least the mandatory minimum professional liability insurance (PLI) coverage. Unlike many forms of insurance, PLI is intended to protect the client and the public, not the holder. Clients can set the limits of the PLI and the duration of the coverage to suit the needs of the project and to provide the level of comfort the client desires. Correspondingly, the limits of any claim under the PLI should not exceed the coverage available at the time of the claim.

9.2 Most claims against holders arise within a few years of the completion of the project. Since PLI is claims made insurance, what is important is the insurance coverage and limits in effect when the claim is made, not what was available during construction.

In most instances it is only necessary to provide the certificate of insurance available from Pro-Demnity and other insurers with the commercial information removed or blacked out.

Note that 30-day's notice of cancellation is not available in relation to the holder's mandatory professional liability insurance. Also, since PLI insures the holder in relation to its professional services, unlike general liability insurance no one else can be added as a named insured.

9.3 Professional Liability Insurance is only available on a claims made basis. This means that no matter what insurance was available previously, only the insurance limits and coverage in effect at the time a claim is made is available to settle a claim. The client can request higher limits and request they are maintained after the end of the project. Maintaining higher limits for longer periods comes at a cost and clients should pay any additional fees for such additional protection.

Note that there is no contractual limit on the holder's liability at law for uninsurable claims such as those arising from illegal, intentional or malicious acts.

9.4 This clause provides for increasing insurance coverage during the course of the project if the client desires.

9.6.6 Preparing certificates for the client's lenders on a project is prohibited as it creates a conflict of interest. The client's interests are not the lender's interests.

9.8 Professional liability insurance provides coverage for the holder, employees, partners, directors and former employees, partners, and directors who rely on such protection and do not carry separate insurance. If clients insist on being able to sue anyone connected to the holder, then those persons would require their own insurance policies and the premiums would add thousands of dollars to the project's costs for little or no appreciable benefit.

9.10 This clause serves to limit the holders liability in contract to the same 6-year period enjoyed by contractors.

9.11 The presence of toxic or hazardous substances of materials is required to be declared by the client at the beginning of the project. Should such disclosure be inaccurate or incomplete, the holder is entitled to be compensated from any additional time or cost required to deal with it.

GC10 Suspension of Services

10.1 Contractors have become more diligent in requiring clients to demonstrate financial capability for funding the project. This is reflected in the as a contractual provision in CCDC documents. Prudent holders similarly exercise good practice and satisfy themselves that their clients have the capacity to meet the financial commitments to the project and the architect. This GC pertains to an event occurring after this due diligence has been performed, causing a change in the client's ability to meet its obligations. It also applies in situations where funding approval has been delayed.

10.2 Clients have to understand that holders are in business and have obligations to meet business expenses and overhead costs as well as expenses directly attributable to the client's project. Architects are not in the business of funding client's projects.

10.3.2 Refer to the OAA Regulatory Notice R.09 related to this situation.

10.6 The suspension of services has costs attached in time and money related to disassembling teams, reassigning of project team members (where possible), recording project status, archiving files, and possibly costs for premises, software and hardware.

10.7 The resumption of services has costs attached in time and money related to the reassembling/remobilization of the project team members, recruitment of replacement team members, refamiliarization with the project and its status, and possibly costs for premises, software and hardware.

GC11 Termination of Services

11.1 has been revised to incorporate the Ready-for-Takeover concept introduced in CCDC 2-2020.

11.3 Termination requires a notice period to allow the architect to properly archive the project and a few days to adjust workload and staff assignments. Termination for convenience requires a longer notice period to reflect the greater risk borne by the architect.

11.5 There is too much uncertainty to allow a project to be suspended indefinitely. If after 60 days, the architect may give notice of termination if they see no reasonable prospect of the project resuming.

11.7 Where there is a pattern of the *Architect's* professional advice being ignored or overruled by the client or non-technical authority, the client will likely be better served by working with an architect whose professional opinion they respect.

11.10, 11, 12 The architect is entitled to termination expenses should the client terminate for causes not related to the performance of the services by the architect.

GC12 Payments to the Architect

12.1 The architect should review for reasonableness the invoices submitted by its subconsultants prior to including them in its billing to the client.

12.2 This clause anticipates a prime contract between the architect and the owner. In situations where the architect is not prime or where the architect is retained by the contractor as in a Design-Build project, this clause will need to be modified to be consistent with the *Construction Act*.

In the event that the Client fails to pay a Proper Invoice in accordance with the requirements for prompt payment under the *Construction Act* it is recommended that the holder give careful consideration to the implications and obtain advice from legal counsel. Non-payment by the Client may also impact the Architect's obligation give notice or to pay its Consultants. In all scenarios the terms and conditions for prompt payment under the *Construction Act* govern.

12.5 Amounts of a proper invoice which are in dispute and which are later determined to be payable are subject to interest as defined in Article A25.

12.8 If a decision is made to reduce or change the scope of work after a portion of the project has been designed in whole or in part, the architect is to be paid for that effort whether or not it is incorporated into the final project. The architect is also entitled to be paid for efforts in relation to the revised scope of work.

12.11 The Construction Act provides for the release of the statutory holdback on architect's fees at the end of a designated design phase for contracts where the procurement process commenced on or after July 1, 2018. This is of great benefit on projects of a longer duration, however, care must be taken to preserve lien rights in a timely fashion where necessary.

Note that an application for release of holdback is not an application for payment. The amount of the holdback has accumulated over time as it was included in the previous monthly applications for payment and was approved for payment with each monthly application. Release of holdback is not subject to the requirements for Proper Invoices. The timeframes involved are incompatible.

Where there are separate contracts for the design and construction aspects of the Project, the period of lien rights for each contract will expire and not extend into the subsequent contract(s).

Be aware that there is no provision in the *Construction Act* for the architect to be substantially performed as there is for contractors (only total completion). Care should be taken to establish the end date when the remaining holdback can be applied for. There have been interpretations which stand up legally that architect's services are not complete until total completion of the *Work* or 12 months after the contractor's substantial performance date whichever is the later. For this reason, where permitted by the *Lien Legislation*, it may be in the architect's best interest to add a milestone for the 12 month warranty period of the contractor and add an interim milestone contemporaneous with the date of the contractor's date of substantial performance to allow for application and release of holdback on the fees for services to that date.

GC13 Force Majeure

This GC was added to facilitate the resolution of disputes arising from unpredictable circumstances such as those most recently created as a result of COVID-19. Force Majeure is not an established principle at law and is defined solely by the contract terms and conditions. Note that even where appropriate contract language exists, once an event such as COVID-19 has occurred and various government imposed restrictions are announced, it would likely be difficult to claim relief due to Force Majeure in contracts signed subsequently as by then, the effects of COVID19 would no longer be unknown.

GC14 Liens

Provisions have been added here to address the Architect's responsibility regarding liens relating to design or contract administration services being claimed by those the Architect is directly or indirectly responsible for contractually.

The *Client* is responsible to notify the *Architect* in writing of any lien or notice of lien before the *Architect* is required to take action under GC14.

GC15 Right to Audit

Provisions regarding auditing of the *Architect's* services have been consolidated here. The right to audit is limited to services that are paid for provided at an hourly or unit rate, or relate to reimbursable expenses. Services provided at a fixed fee, a lump sum or a percentage of construction cost were either provided or not. How much effort went into the provision of such services and whether or not the Architect made a profit on such services is confidential to the *Architect*.

GC16 Dispute Resolution

In Ontario and some other jurisdictions, adjudication is available, and may be mandated for the interim resolution of some disputes not resolved through negotiation. Be aware of the time frames imposed by the applicable legislation. The use of mediation or arbitration to resolve disputes is subject to mutual agreement. Architects should consult their insurers before agreeing to a particular dispute resolution process.

GC16.6 addresses issues relative to requirements under the construction contract that deal with alternative dispute resolution and the role and liability of the architect in that process. The OAA and Pro-Demnity Insurance Company advise modifying the pertinent CCDC documents by Supplementary Conditions. Refer to OAA Practice Tip PT.23 series for recommended changes to CCDC documents regarding this subject. The words “provisions satisfactory to the architect” would mean the recommended language provided in these Practice Tips or as prepared by the architect’s own lawyer.

16.7 *Clients* typically have a right to set-off under common law irrespective of any explicit terms in a contract. In order to avoid exclusion of professional liability insurance coverage requested by the *Client*, it is necessary to declare that agreeing to any contractual set-off provisions does not constitute an acceptance of liability that would interfere with the insurer mounting a defence against any claim.

16.8 Since adjudication is intended to provide a speedy interim resolution to disputes, it is appropriate during an adjudication for both parties to continue performing their obligations under the contract.

GC17 Miscellaneous Conditions

17.1 The use of social media applications for the exchange of information between parties is not permitted due to issues with security, privacy, permanence, the ability to back up, archiving, and other technical issues. In addition, there are a plethora of new and evolving social media applications, and it is unreasonable to expect the parties to be competent in the use of whatever app someone else is using.

17.7 By default, this contract is written with projects in Ontario, executed by architects with offices in Ontario in mind. Should the *Place of the Work* or the *Architect's* offices be outside Ontario, this clause may need to be revised. Seek legal advice as to what extent the laws of various jurisdiction should apply.

GC18 Other Terms of Contract*

As part of the reorganization of the contract, and to keep the General Conditions as boilerplate text, the editable text box that was in OAA 600-2013 has been moved to Schedule 5 which is referenced from GC18. Schedule 5 is where any relevant information and/or any modifications or additions to the Articles, Definitions, or General Conditions should be located. As well, any attached documents should be referenced here - e.g. "Appendix ___, dated ____, __ pages are attached to and form part of this *Contract*."

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.

Schedules 2, 3, and 4 list individual tasks or scopes of work. For each of these that is to be included in the *Contract*, a means of calculating the fee must be designated. In the column labelled “Fee Reference” there is space for an abbreviation to designate how the fee is to be calculated.

In the text box in Schedule 1, list all the abbreviations used and what they mean. The text box is user editable, and is pre-populated with examples as guidance. Edit, delete or add to the examples to suit the project.

The designation “C” is used to identify services which are required for the *Project* and will be provided by the *Client* or the *Client's Consultants*, not by the holder.

The designations of “F1”, “F2”, “F3”, etc. reflect the methods of calculating *Architect's* fees. They are specific to the project and do not necessarily reflect fees set out on other projects.

Specific lump sum fees for all services cannot always be determined by the time of contract execution; however, a formulae or method of calculating fees for an indeterminate quantum of service on any particular project can be established and agreed to, such as a percentage of the construction cost or hourly or unit rates. It may be appropriate for the fee to begin as hourly rates for preliminary design, then change to a percentage for construction documents, and it could then change again for services during construction. The important thing is for both the client and the architect to have a good comprehension of the extent of the services and the compensation.

It is recommended to include an hourly rates fee for the various staff in the practice to be used in the event that the client requires unforeseen extra services in GC04 arise.

Below are examples of wording for the common fee types, which can be copied/pasted for use in Article A17. Legends can be as noted or can be customized. Careful attention to exact wording for fee calculations is stressed.

Users should include in Schedule 1 an explanation for any abbreviated terms used in the tables such as: NI (not included) or TBD (to be determined). If a symbol such as X or ✓ is used to indicate Yes for “Service Provided”, this should be identified.

F1 - Percentage of *Construction Cost* – by Phases.

In GC02 and GC03 the services to be provided with a “Fee Reference” of “F1” are included for a fee to be computed as _____ percent (____) % of the *Construction Cost* by phases.

Fees will be calculated on the agreed *Estimate of Construction Cost* at the completion of the schematic phase for the schematic design phase, on the agreed *Estimate of Construction Cost* at the completion of design development phase for the design development phase, on the agreed *Estimate of Construction Cost* at the completion of the *Construction Documents* for the *Construction Documents* phase, on the accepted bid or negotiated price for the, bidding phase, and on the actual final cost for the construction phase. Fees for previous phases are not adjusted if the value of the estimates or actual *Construction Cost* varies as the project progresses.

Where a change to the *Work* results in a net credit change order (net reduction in the *Construction Cost*), the *Architect* shall be paid on the basis of hourly rates set out in the fee references above. The fee for previously completed work or phases is not retroactively adjusted.

Where the change to the *Work* will result in a net extra change order (net increase in the *Construction Cost*), the *Architect* may elect to be compensated for its services either by receiving its percentage fee on the increase in the *Construction Cost* or *Estimate of Construction Cost* or on the basis of the agreed hourly rates. The fee for previously completed work or phases is not retroactively adjusted. Where scope is added such that the new scope must be developed through previously completed phases for the original scope, the cost of developing the new scope through those phases is to be included in the cost of the new scope.

The F1 type fee - Percentage of *Construction Cost* – by Phases computation is equitable to both parties; whereas the F2 type fee - Percentage of *Construction Cost* – Final introduces significant risk to the parties. (See following)

F2 - Percentage of *Construction Cost* – Final.

In GC02 & GC03 the Services to be provided with a “Fee Reference” of “F2” are included for a fee to be computed as _____ percent (_____) % of the final total *Construction Cost*.

Fees will be invoiced based on the estimates of *Construction Cost* and bid price as applicable, as the project progresses. The final invoice will be adjusted based on the fee calculated on the final total *Construction Cost*, less fees previously billed.

Where a change to the *Work* results in a net credit change order (net reduction in the *Construction Cost*), the *Architect* shall be paid on the basis of hourly rates set out in the fee references above. Where the change in the work will result in a net extra change order (net increase in the construction cost), the *Architect* may elect to be compensated for its services either by receiving its percentage fee on the increase in the *Construction Cost* or *Estimate of Construction Cost* or on the basis of the agreed hourly rates

If the percentage fee based on the final *Construction Cost* for the entire fee is used then either party may be subject to a loss. If the final cost is significantly in excess of the last agreed to estimate of construction cost, the client may be required to pay more than was anticipated. In the alternative, if the final cost is significantly less than was expected, there could be a requirement for the architect to refund the client fees billed resulting in a loss to the architect if the changes result in a net credit. Furthermore it does not provide an equitable arrangement for compensation when deletions are made or alternatives incorporated in subsequent phases.

F3 - Fixed Fee

In GC02 & GC03 the services to be provided with a Fee Reference of “B” are included for the lump sum fee of \$_____.

Fixed fees give the client greater certainty by transferring risk to the architect. Fixed fees may be appropriate where the scope of work is well defined and unexpected site conditions are unlikely. Fixed fees are riskier for renovation projects, for projects requiring multiple approvals by client groups or authorities or where the number and duration of meetings or presentations are not well defined.

F4 - Hourly Rates

In GC02 & GC03 the services to be provided with a “Fee Reference” of “F4” will be invoiced as the Project progresses at the following rates: [or standard hourly rates per attached Appendix ____.]

Principals	\$_____per hour
Senior staff	\$_____per hour
Intermediate staff	\$_____per hour
Junior staff	\$_____per hour
Clerical	\$_____per hour

Standard hourly rates should be included in the contract so that they are documented as agreed and can be used if needed such as for unforeseen circumstances referenced in GC04. For multi-year projects it is appropriate to establish an annual inflation rate to be applied to the hourly rates and the dates on which the adjustments apply.

	<u>Per hour</u>
1) Presentations to client/stakeholders	\$.
2) Consultations with client/stakeholders	\$.
3) Site/general review	\$.
4) Consultation with AHJs	\$.

In addition to hourly rates for personnel, hourly rates can be established for tasks of unknown duration

F5 - Unit Rates

In GC02 & GC03 the services to be provided with a “Fee Reference” of “F5” will be invoiced as the Project progresses at the following rates: [or standard unit rates per attached Appendix ____.]

	<u>Per task/unit</u>
1) Presentations to client/stakeholders	\$.
2) Consultations with client/stakeholders	\$.
3) Site/general review	\$.
4) Consultation with AHJs	\$.

Standard hourly rates should be included in the contract so that they are documented as agreed and can be used if needed such as for unforeseen circumstances referenced in GC04. For multi-year projects it is appropriate to establish an annual inflation rate to be applied to the hourly rates and the dates on which the adjustments apply.

Schedule 2 – Basic Services

Many of the items have been edited to reflect the addition of new clauses in the general conditions and in the schedules which have resulted in renumbering.

- .2 Although authorities having jurisdiction provide input and advice during the design phases, there is no guarantee that the input and advice will remain consistent throughout the duration of the project.
- .3 Initial evaluation is a term describing traditional activity at the beginning of a new project to establish reasonable and congruent parameters of scope, schedule and budget within which the design work proceeds. Inconsistencies often include a budget that is too low or a schedule that is too short for the project anticipated.
- .5 Preliminary concept design is a term introduced to go along with the initial evaluation. There is no definition for preliminary design concept as it could be a graphical geometric or only a written concept. It is the prelude in the schematic design phase which ends with a full schematic design.
- .7 Where desired, the *Estimates of Construction Cost* may be tied to different defined classes of estimates.
- .18 Although there is a space on permit applications for signing “as agent of the owner” and holders have in the past done this, the owner has serious obligations to a municipality, which the holder should not take on. Refer to Practice Tip PT.08 Application for Building, Demolition or Conditional Permits - Architect’s Participation in the Permit Process. Insurers advise that the situation is to be avoided, simply by having the owner sign the application; they do not have to personally submit the permit application. The standard application for a permit to demolish or construct (building permit) requires that the applicant declare that they have the authority to bind the owner. This should not be undertaken without such authority in writing.

Keep in mind that most building departments have a policy of only communicating with the applicant, so there may be additional effort required to alert the owner to forward permit-related comments to the holder in a timely manner. If holders are to act as an agent of the owner they should have a signed indemnification from the owner. Wording for this can be obtained from legal counsel or the Pro-Demnity Bulletin regarding it.
- .19 For many projects, there are additional approvals needed in addition to the building permit. These may include approvals from local conservation authorities, government ministries (environment, health, education, etc.), the Technical Standards and Safety Association (TSSA), and others.
- .20 Clients and holders should carefully consider the responsibilities and liabilities inherent in giving holders agency to represent the client.

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- .21 Comments provided by authorities having jurisdiction need to be evaluated and may require a response from the holder.
- .22 Prequalification has been identified as a separate task so that it can be explicitly included or excluded and the fee basis clearly established.
- .23.4 The review and commenting on substitutions proposed by the contractor as part of bidding or negotiation has been identified as a separate task so that it can be explicitly included or excluded and the fee basis established.
- .24-25 Previous versions of OAA 600 included a Limited General Review clause to “Provide General Review services respecting building code matters only, and report in writing to the Client, contractor and chief building official.” This is typical of projects where the client is a design-build contractor, and often used by other clients to keep costs down. It comes with some unanticipated consequences that may prove problematic for clients. If the holder is just engaged to do limited General Review for code matters only, they cannot certify payments or Substantial Performance as they would not have the appropriate knowledge of values or non-code related *Work* completed at any point during construction. Separation of code and non-code matters is a gray area in many instances and should be avoided if possible.
- .25 Full general review is the preferred option for most projects and provides greater assistance to clients during construction. In this context, “full” refers to the extent of the General Review, that is for all matters relating to general compliance with the contract documents whether or not the matter relates to pertains to the building code or not. Full general review does not imply full-time general review or full-time representation on site.
- .28 The review of the construction schedule by the architect should contain caveats that the review is only an overview, to signify that the architect is not expert in construction means and methods and that the responsibility for maintaining the schedule and updating it lies with the contractor.
- .30 In order to certify payment, a holder must have provided full general review service since the start of construction.
- .32 The review of shop drawings is tied to the requirements of the construction contract. Review those requirements for the form of contract identified in Article A08.2. Note that in CCDC 2-2020, GC 3.8 clause 7 requires the review to be done “...with reasonable promptness so as to cause no delay in the performance of the *Work*”. It is important to establish a schedule of submissions with the contractor which allows sufficient time for the review of shop drawings and other submittals. This will help avoid situations in which a large number of submissions arrive leaving little time for review before it will cause a delay in the performance of the *Work*. Also, ensure there are provisions in the *Contract Documents* and submission schedule to account for resubmissions of anything marked “revise and resubmit”.
- .34 It is the intention that the holder and consultants respond to and process all reasonable RFIs. Note that a response to an RFI may simply be to acknowledge it and advise that an answer will be forthcoming at the appropriate time. In the cases that (in the holder’s opinion) many unnecessary RFIs are received (e.g. items which are readily found in the documents) it would be advisable to meet with the contractor and client in an attempt to reduce the instances of the issuance and receipt of the unnecessary RFIs.
- .37 The new CCDC contracts (since 2020) no longer include provisions relating to Substantial Performance. Remember that under the provisions of the *Construction Act* (CA), if the holder is not the payment certifier, they may not issue the certificate of substantial performance. In the absence of a payment certifier, the client and the contractor may jointly issue the certificate. When issuing the certificate of substantial performance use only the CA form 9 and enter the information requested on the form. Be particularly careful to enter the correct legal description of the property and not the street address only. Obtain the legal description of the property from the client as per GC05.3.5. Refer also to Practice Tip PT.10. series.
- .38 Deemed Completion is separate from Substantial Performance even though both deal with requirements of the *Construction Act* because many short duration projects do not require (skip over) a declaration of Substantial Performance and go directly to Deemed Completion.
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- .39 This item has been renamed to better reflect what it is rather than when it is to be provided.
 - .40 Ready-for-Takeover has been added to address this new concept in CCDC construction contracts.
 - .41 The OAA recommends the use of the appropriate version of OAA/OGCA Take-over Procedures Document 100 (which can be specified as requirements in Division 01 of the Project Manual specifications), and the OAA/OGCA Guide to Close Out Procedures.
 - .42 The review should take place about 1 month prior to the end of the contractor's standard warranty to allow the contractor time to address the warranty issues before the warranty expires. If warranty items become known prior to the warranty review, the information should be promptly provided to the contractor so that any continuing damage may be mitigated or prevented.

Schedule 3 – Additional Services

Many of the items have been edited to reflect the addition of new clauses in general conditions and in the schedules which have resulted in renumbering

Listed in Schedule B which is referenced in GC03.1 are services normally attributable as additional services to those listed in the Basic Services in Schedule A referenced in GC02.1. There will be services that are either not applicable or provided by others or other than those listed in the schedule depending on the project particulars and as the result of negotiations between the client and the architect.

Refer also to Schedule 1 and the commentary for Schedule 2 for information about filling in of the schedule.

The former item "Client's Own Forces - Coordinate work performed by the Client's own forces and coordinate the services required in connection with construction performed and equipment supplied by the Client." has been removed from the schedule as it dealt with the coordination of construction activities which are the contractor's responsibility, and not with the coordination of consultants or administration of the prime construction contract.

- .2 This item was added to explicitly identify condition assessment of existing facilities as a separate task.
- .9 Cash Flow Projection was added as a project management task.
- .10 Enhanced Coordination was added in anticipation of a proposed legislative requirement for the client to name a coordinator of professionals in addition to the usual coordination done by holders.
- .15, .16 The FF&E item has been split into separate analysis/assessment and design/installation review.
- .24 The provision of editable CAD/BIM files if selected is tied to the licensing and indemnification provisions of Appendix A.
- .25 The options for waiving moral rights are contained in Appendix B.
- .26 Due to the extent of unknowns with these types of services, potential objections by members of the public, and the discretionary authority of those giving approvals, hourly rate fees are recommended.
- .28 Clarify responsibilities for additional printing and distribution costs for additional bid packages.
- .30 For purposes of calculating this service "extensive" is taken to mean on-site representation beyond the periodic part-time presence on site that required as a *Basic Service*. Define the level or representation require which may include a full-time Clerk of the works. Where this is required, allow for the provision of suitable temporary space in the construction site office.
- .31 Providing the documentation to support the release of holdback for completed subcontracts is included in this item.
- .32 Projects involving phased occupancy of portions of the *Project* require additional site and field work. This normally calls for services related to partial occupancy of the project and closeout on more than the one occasion. Basic services assume one occupancy at substantial performance/ready-for-takeover or at completion of the project. Additional work is required to carry out services related to occupancy in cases of multiple occupied phases of the work.

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- .36 An item is added for updated specifications as a separate and distinct activity from providing updated drawings.
 - .38 Commissioning activity will result in the holder being involved in more meetings and coordination activities than anticipated in basic services.
 - .39 Assisting clients to fulfill the notice of non-payment requirements of the *Construction Act* was added. This service may or may not be required depending on the actions of the contractor and the client.
 - .40 Adjudication under the Construction Act is intended to bring speedy resolution to disputes in the construction industry. As a result, once initiated, adjudication moves at a fast pace. To meet the mandatory deadlines and provide assistance to clients, it is expected that architects will have to work overtime on evenings and weekends, and may need to pull the people most familiar with a project being adjudicated off the projects they are currently working on. This is disruptive to those projects and will likely require that staff on those projects work additional hours to keep those projects moving. In recognition of this time critical and disruptive process over which the architect does not have control, compensation should be at an above normal hourly rate.
 - .41 Unless selected here, services in relation to artifacts discovered on site are not part of the services provided.

Schedule 4 – Other Services

Schedule 4 is referenced from the General Conditions. It is the place to add any additional scope of work items needed for the Project.

It is also the place to implement any changes to the scope of work items in Schedules 2 and 3.

Schedule 5 – Other Terms and Conditions

Schedule 5 is referenced from the General Conditions. It is the place to add any additional articles of agreement, additional definition, and any supplementary conditions that are necessary for the requirements of the *Project*.

It is also the place to implement changes to the contract that are needed to allow the contract to be used in a Design-build or other context.

Appendix A – Provision of Editable CAD or BIM Files

The Appendix is referenced from Schedule B item 3.1.24.

In most cases, clients do not require copies of the editable CAD or BIM files to satisfy their needs. A license for the Instruments of Service will satisfy most Clients' legitimate needs. They should be aware that drawings and specifications do age, and that what is compliant with applicable law today may not be tomorrow. Also, there is significant liability associated with providing CAD or BIM files to others for use beyond the original design team. Clearly distinguish among the various issues of the Instruments of Service (e. g. Issued for Tender, Issued for Permit, Issued for Construction, As-builts, Record Drawings), who provides them, what information they are based on, and what may be an appropriate use.

Legitimate uses for editable files include incorporation of new information into facility management systems.

It should be expected that the editable files will include disclaimers to identify the purpose of the editable files, to limit their usage to purposes suitable to the milestone achieved, and to restrict usage to the information that shows up as part of plotable sheets. The latter is in recognition that CAD files often contain obsolete information or partial sketches on frozen layers or off to the side of the intended drawing and that not all portions of a BIM model are developed to the same extent. Often, to keep a model light weight and responsive, only areas to be included in sections or details are fully developed. Other portions are left far more rudimentary, thus limiting their use.

While multiple working copies of the editable files may be circulated as needed among the design team, most of those iterations will be of little use to a client. Use Table 1 in the appendix to specify at which milestones the editable files are to be provided to the client and which Fee Reference applies.

In Table 1 coordinate items:

- 1.3 with Schedule B 3.1.21,
- 1.6 with Schedule B 3.1.24,
- 1.7 with Schedule B 3.1.30.

BIM Requirements

Consideration should be given to including the IBC BIM Contact Appendix if the provisions of this Appendix are inadequate for the *Project*.

The Value of Editable CAD or BIM Files

CAD or BIM files do have real value, and provision of such files carries risk for the architect for which an architect should be fairly compensated. However, such files may not have the value that clients anticipate they have. Clients often think that by providing editable files from architect A to architect B that they will save 100% of the cost of having architect B recreate the files.

This is usually not the case. Architect B is taking on responsibility for the information they include in the documentation they produce. Architect B may need as much time to verify that the drawings from architect A conform to applicable law as was needed by architect A. Architect will also need time to confirm that the drawings and specs meet the client's building program. If they don't, architect B will need to correct the documents, and to be paid for the effort. There is no single standard for layer naming, colour/line weight representation, block definitions. It is inefficient to work with drawings created in a different standard than the one used in your office. Depending on the number and complexity of the drawings involved, it may be more efficient to re-create the drawings in your own office standard than to try to work with/learn someone else's office standard. Either way, there is a cost involved. Opting to re-create the drawings allows greater familiarization with the building program and approximates the typical process of converting the program to a set of drawings while complying with code requirements.

Obtaining architect A's editable files may be helpful in some circumstances, but it is not a panacea, and may be a less effective approach than re-creating the files from scratch with reference to the non-editable instruments of service.

Appendix B – Moral Rights

The creator of a work has moral rights under the *Copyright Act* of Canada. The moral rights are distinct from economic rights and provide the creator with the right to the artistic integrity of the work. Moral rights are vested in the Instruments of Service which express the design and in the built form (the building) which is the expression of the design.

Where a client requests the right to modify the holder's instruments of service, it may be appropriate to waive moral rights in the instruments of service.

Where a client requires the right to modify the *Project* after it is built by renovating or erecting an addition, it may be appropriate to waive moral rights in the building.

Since moral rights vest in the creator of a work, holders should consult with legal counsel about the advisability or including a standard waiver of moral rights in employment agreements and subconsultant contracts.

At the time of writing, the classic moral rights lawsuit in Canada was brought by artist Michael Snow in relation to his sculpture of geese in the Toronto Eaton Centre. It is interesting reading.

Appendix 3 Table that compare the original number of pages and organization of OAA 600-2013 and the new OAA 600-2021.

Section of the contract - OAA 600-2013	Number of pages	Notes
Cover page	1	Editable page – Add name of projects
Table of Contents	1	
Agreement	3	Editable
Definitions	2	
General Conditions	15	Has editable content such as Architects Basic Services table.
Total pages	22	
Client Authored Supplementary Conditions	can vary (typically 10 – 40 pages)	Introduces some concepts in a client-favouring manner that aren't addressed in OAA 600-2013 at all

Section of the contract - OAA 600-2021	Number of pages	Notes
Cover page	1	Editable page – Add name of projects
Copyright and Thank you note	1	New page – not previously existing in 2013 version
Table of Contents	2	Due to new additional content and changes to structure, needed a second page to lay out new headings
Agreement	8	Editable. Some content that was previously in the General Conditions of OAA 600 -2013 version was transferred to this area of the contract. New clauses were added to reflect current market conditions. Refer to memo and new contract for additional details.
Definitions	5	Introduction of new definitions and formatting constraints as well as accessibility requirements has resulted in an increase in page number.
General Conditions	15	No editable content. The previous version had editable content. This is now moved to a Schedules 1 and 2 and 3. New general conditions have been added in this section.
Appendix A – Provision of Editable CAD or BIM Files	1	Editable. Recommended content.
Appendix B – Moral Rights	1	Editable. Recommended content.
Schedule 1 – Services Schedule Legend	1	Editable – works with Schedule 2. Recommended Content. User could use alternate table or method of calculating fees. This used to be under different sections of 2013 version of contract
Schedule 2 – Basic Services	6	Previously in "General Condition 2". Editable – works with Schedule 1. Recommended Content. User could use alternate table or method of calculating fees
Schedule 3 – Additional Services	4	Previously in "General Condition 3" Editable – works with Schedule 1 and 2. Recommended Content. User could use alternate table or method of calculating fees. This used to be under "GC 3" in 2013 version of contract
Schedule 4 – Other Services	1	Editable to reflect specific project items. Recommended Content.
Schedule 5 – Other Terms and Conditions	1	Editable and Recommended. Provides a defined location for Supplementary Conditions and other changes to be base contract. Opportunity for members and client to agree to information that could pertain to a specific project. This used to be under "GC 13" in 2013 version of contract
Total pages	Basic agreement: 32 Recommended content: 15	
Client Authored Supplementary Conditions	Could vary	Hopefully much shorter since balance wording for numerous concerns has been added to the body of OAA 600-2021.

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 4.9

From: Comprehensive Education Committee

Natasha Krickhan, Vice President Education

Date: September 8, 2021

Subject: OAA Submission to CACB National Validation Conference 2022

Objective: To inform Council of the proposed topic for submission to the CACB National Validation Conference Committee for consideration at the Validation Conference in 2022.

The Canadian Architectural Certification Board (CACB) develops, implements and maintains programs and standards for certification required for the practice of architecture in Canada. Every five to seven years, the CACB hosts a national conference aimed to connect the organizations across Canada to discuss topics that pertain to the profession of architecture, and very specifically the education component of licensure. The last conference was held in Saint-Sauveur, QC in 2014, however, due to the ongoing pandemic, CACB postponed the next iteration of the conference to May 27-28, 2022 in Ottawa, ON.

At the May 2022 Conference, CACB plans “to review the Architecture Continuum – from formal education to internship, examination, licensure, and lifelong learning through practice and continuing education. The conference theme, Architecture Continuum: Collaborate, Education, Integrate, brings together the CACB and its collateral organizations to examine ‘how to make the architecture education continuum better integrated for students, educators, interns, and practitioners?’”

In advance of each validation conference, the CACB puts out a call to “collateral organizations” across Canada for content ideas and then develops a conference program based upon the responses. The responses ultimately “will feed the

dialogue at the CACB Conference in 2022.” In terms of process for conference submission, the CACB provides an issue identification form that must be filled out, which can be used as a standalone document, or used as a cover page for an additional companion paper. The CEC acknowledges that the submission of this form and additional information is slated for completion in January 2022.

For reference, at the CACB conference in 2014, the OAA's The Interns' Forum (TIF) presented the white paper “BEcoming an Architect: Sustaining Our Future” which was a focussed study on the specific experience of internship in architecture. Moreover, the paper looked, “forward to a future which empowers practices and the student/intern, strengthens communication and partnerships among the four critical constituencies in the continuum of architectural practice, and provides more accountability in how practices and interns interact” as well as proposing, “implementation of measures which begin by providing support throughout the journey of architectural education to the (hopefully still) young and newly minted architect. Effecting support and accountability for Interns and Practice requires the Profession to maintain a continuity of outreach, information, feedback, and advocacy throughout the experience and to provide incentives and opportunities for Practice to fulfill its nurturing educational role.”

Over the course of the last year, and with great focus over the last month, the Comprehensive Education Committee (CEC) has deliberated about topics for consideration for the forthcoming CACB 2022 conference.

The Comprehensive Education Committee is proposing to focus the OAA submission for the CACB 2022 conference on understanding the existing available experiences and exposures to the practice of architecture for current Ontario architecture students (both undergraduate and graduate). Moreover, the CEC aims for this paper to understand the ways in which:

- 1) CACB may or may not define exposure to the practice of architecture (by way of co-ops or internships) as part of the Canadian Education Standard and/or how exposure to practice is articulated through the Student Performance Criteria and the demonstrated through the CACB Accreditation visits;
- 2) Ontario schools of architecture offer professional practice courses, exposure to studios and/or design builds and/or design charrettes. As well as if there are seasoned practitioners or guest lecturers as educators and what other exposure to the practice may exist when a survey is conducted of these Ontario schools of architecture;
- 3) Students are exposed to the practice/profession through conducting a qualitative survey of OAA members (specifically current students, intern and recent graduates);

- 4) Exposure to the practice may have been discussed in recent membership surveys (2019) and whether it may help to inform the research for this paper.

The question the paper proposes is “**are architecture students currently offered adequate exposure to the practice of architecture ensuring a reasonable transition from school to practice?**” It is believed that a better connection between education and the profession is beneficial and will the findings of this paper suggest that architecture students would be better served with more/same/less amounts of exposure? We aim to better understand what exposure to practice currently exists for students at Ontario schools of architecture and how might enhancements in curriculum include more exposure to the practice of architecture?

If Council endorses this proposed White Paper submission topic, the CEC aims to begin research on this paper as soon as possible, with the possibility of a completed first draft of the white paper as early as December 2021, January at the latest in order to meet the noted submission deadline.

Action: Council is asked to confirm the proposed topic for the OAA’s submission to the CACB National Validation Conference Committee 2022, and that the final paper be subject to council approval at the January Council meeting, prior to submission.

Attachments: None



Ontario Association
of Architects

REGULATORY NOTICE
August 11, 2021

Upcoming OAA Council Elections

FOR COUNCIL MEETING

September 23, 2021

Important Information: What You Need to Know

(open)

ITEM: 4.10



There will be seven seats up for election or re-election on OAA Council this fall, comprising six seats for Architects and a non-voting seat for an Intern Architect.

This email offers additional insight into the roles of Councillors, and shares some of the individual skills and competencies sought to complement the current Council.

About Council

OAA Council sets policy direction for the Ontario Association of Architects, making critical decisions regarding the future of the profession and directly, tangibly affecting practices and the individual careers of members.

While elections are based on geographic representation across the province, **Councillors do not represent a member constituency—rather, they govern on behalf of the public interest.** Serving on Council is an excellent opportunity to participate in the privilege and responsibility of self-governance that the provincial government entrusts to the profession.

From developing educational requirements and expected standards of practice to Act enforcement, Continuing Education, and government relations, **you** can help shape the future of the architecture profession.

An effective OAA Council must have diversity among its members and skills, and be representative of the profession. A good Councillor is able to:

- focus on the big picture and material issues;
- consider regulatory issues and make decisions without being influenced by pressure from external sources; and
- participate effectively at the Council table, which includes respecting alternative viewpoints.

Finding the Ideal Candidates

To ensure good governance, it is important to have a well-rounded Council with a wide variety of competencies. Current Councillors recently participated in a self-assessment exercise that asked them to rate their knowledge and expertise in various areas. To complement the current Council's existing skill sets and strengths, experience in any of the following areas has been identified as being particularly important in rounding out the competencies of Council:

- insurance;
- communications;
- finance; and
- governance.

If you feel you have strength in any of these areas, consider running for Council this fall. If you know someone else who might be ideal, please encourage them to participate.

In keeping with the OAA and Council's position on equity and inclusion, high value is also placed on additional cultural, racial, gender, and age diversity.

To see an FAQ on running for Council, [click here](#).

The Elections Process

The [OAA Council elections process](#) occurs using a dedicated online system, with an email sent out on the first Monday of October; the nomination period is then open until the fourth Monday of that month.

In an effort to continue to adopt best practices around good governance, there will be an information session available to all eligible candidates. This virtual meeting will ensure a clear understanding of the roles and responsibilities of Council, as well as the mandate of the OAA.

As part of the nomination submission process, nominees will be able to provide a text-based candidate statement as well as links to other sources, such as social media or a brief video speaking to issues related to serving on Council. This will be available on the OAA Website after the nomination period. Voters will also be able to ask candidates questions by [clicking here](#).

Voting takes place in November, with new terms beginning on January 1, 2022.

Additional information can be found on the [OAA Website](#), and further details will be shared in upcoming editions of the OAA News e-newsletter and on social media.

You are subscribed as **INSERT_EMAIL**

[Click here](#) to unsubscribe or update your email preferences

OAA Members may not unsubscribe from OAA Regulatory Notice.

The OAA office is located at 111 Moatfield Drive, Toronto, ON M3B 3L6

President's Log

Date	Event/Meeting	Location	Attendees	Time
June 24	McEwen School of Architecture Convocation	Virtual meeting	w/school attendees	5:30-6:30pm
June 28	Meeting with Executive Director	Virtual meeting	w/K.Doyle	11-11:30am
June 29	EDI Rountable & Truth & Reconciliation Rpt Working Group	Virtual meeting	w/working group members	1-4pm
June 29	Review and signing of certificates	OAA		12-1pm
June 30	Final Presentation on Operational Review	Virtual meeting	w/Committee members, consultant	12-2pm
July 6	Pre-recording of greetings University of Waterloo ceremony	Virtual meeting	w/S.Moore	11-11:30am
July 7	Governance Committee	Virtual meeting	w/committee members	3-5pm
July 8	University of Waterloo Awards Ceremony	Virtual meeting	w/school attendees	7:30-8:30pm
July 9	Special Meeting of Council	Virtual meeting	w/Council	9:30-9:45am
July 13	EDI Rountable & Truth & Reconciliation Rpt Working Group	Virtual meeting	w/working group members	2-4pm
July 15	OAA/OAAAS/AATO Meeting	Virtual meeting	w/OAAAS & AATO Reps, K.Doyle, R.Poletti	2-3:30pm
July 22	PACT Special Meeting re. QP Picks	Virtual meeting	w/committee members, A.Tracey, S.Trotta	1-2:30pm
July 29	HR Meeting	Virtual meeting	w/E.Mintz, R.Darling	10-11am
August 4	LCDA Project Excellence Awards Meet - pre-adjudication	Virtual meeting	w/M.Carter	12-12:30pm
August 10	Pre-TSA Society Visit meeting	Virtual meeting	w/M.Torza, J.Leon, K.Doyle, E.Missio, L.Wu, T.Carfa	2-3pm
August 11	2022 Conference Meeting	Virtual meeting	w/A.Mancini, J.King, N.Krickhan, S.Moore, E.Missio, K.Doyle, E.Savitsky	1-2pm
August 11	OLA Awards - Jury Deliberations	Virtual meeting	w/jury members	4-5pm
August 12	OAA/OAAAS/AATO Meeting	Virtual meeting	w/OAAAS & AATO Reps, K.Doyle, R.Poletti	2-3:30pm
August 24	EDI Rountable & Truth & Reconciliation Rpt Working Group	Virtual meeting	w/working group members	2-4pm
August 25	OAA Reserve Fund Presentation	Virtual meeting	w/Budget and Building Committees, Keller Engineering Reps	11am-12 noon
August 25	2022 Conference Meeting	Virtual meeting	w/A.Mancini, J.King, N.Krickhan, S.Moore, E.Missio, K.Doyle, E.Savitsky	2-3:30pm
August 30	Policy/Government Relations Meeting	Virtual meeting	w/A.Tracey, K.Schuhmann	11-11:30am
September 1	Governance Committee	Virtual meeting	w/committee members	9am-1pm
September 1	Meeting w/MPP Singh re. World Architecture Day	Virtual meeting	w/MPP Singh, A.Tracey	2-3pm
September 2	Executive Committee	Virtual meeting	w/Executive Committee	11am-12 noon
September 8	SBEC/TSA Meeting	Virtual meeting	w/TSA and SBEC reps, K.Doyle, E.Missio, C.Mytykyshyn, T.Carfa	2-2:30pm
September 8	Education Committee (under the Trust)	Virtual meeting	w/Committee, K.Doyle, T.Carfa	2:30-3pm
September 10	Northern Societies Pre-meeting	Virtual meeting	w/Society Chairs, K.Doyle, E.Missio, C.Mytykyshym, T.Carfa	2-2:30pm
September 14	ACEC AGM	Virtual meeting		9-11am
September 14	PACT Meeting	Virtual meeting	w/Committee members	1-3pm
September 16	Pro-Demnity Board Meeting	Virtual meeting	w/Board members	8:30am-12:30pm
September 17	OAA/OAAAS/AATO Meeting	Virtual meeting	w/OAAAS & AATO Reps, K.Doyle, R.Poletti	10-11am
September 17	UAP-OCC Event Messaging Recording	Virtual meeting	w/S.Moore, E.Missio	12-12:30pm
September 17	ULI Toronto Meeting	Virtual meeting	w/A.Rybak, K.Doyle	2:30-3pm
September 21	Council meeting script review	Virtual meeting	w/K.Doyle, T.Carfa	10-10:30am
September 21	Meeting w/McEwen School Director	Virtual meeting	w/T.Gaber, K.Doyle	11-11:30am
September 22	Pre-Council Meet Up	Virtual meeting	w/Council	6-8pm
September 23	Council meeting	Virtual meeting	w/Council, staff	9:30am-4pm

FOR COUNCIL MEETING
September 23, 2021
(open)
ITEM: 6.1.a

Memorandum

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.1.b

To: Council

Susan Spiegel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

From: Kristi Doyle, Executive Director

Date: September 13, 2021

Subject: Report from Executive Director

Objective: To provide Council with an update on activities of the Executive Director not covered elsewhere in the Council agenda.

This report outlines specific activities that have occurred and which have not been reported elsewhere in the Council package since the June meeting.

Internal and Administration

Much time and effort was spent during the month of August on my part in preparing the first draft of the OAA's 2022 operations and capital budgets. With much anticipation, I am happy to advise that OAA Manager Finance, Melanie Pruden is now back from maternity leave.

The OAA currently has two job postings in the market. One for a Coordinator, Webinars and the other for a Project Coordinator in the Practice Advisory Services area. Recent conversations have also occurred with the Senior Vice President & Treasurer as well as the Governance Committee in terms of anticipated staffing needs moving into 2022, and as a result of the operational review.

I have also spent a good chunk of time since the June Council meeting assessing and organizing the recommendations stemming from the OAA's operational review. A full report on this matter is contained elsewhere in the Council package.

Along with the OAA's Administrator HR, Robin Darling I have been developing a draft transition plan as we begin thinking about our return to the OAA Headquarters. This plan however also includes future state options which will

incorporate ongoing flexibility in terms of remote work options. This plan is in draft and will be discussed with the Governance Committee in October. Within this plan, of course, is consideration of recent government and health officials' directives and/or governance in terms of indoor operations, safety protocols, vaccination status, etc. We have to consider not just staff, but also Council, volunteers, and public that may be attending the building. I have also been closely monitoring what other organization/employers are doing moving forward as well as listening to staff feedback, comments and concerns.

I have been informed by the Ministry of the Attorney General that proclamation of the *Not-for-Profit Corporations Act, 2010* is confirmed for October 19, 2021. In addition, the regulation approved by the Council to amend Regulation 27 under the *Architects Act* by prescribing sections of the *Not-for-Profit Corporations Act, 2010* that will apply to OAA was filed on August 6, 2021.

In August I participated in a webinar hosted by Charity Village: *Addressing Workplace Mental Health: Is your Non-profit Ready for Post-COVID Challenges*.

The required annual meetings of the OAA Trustees and Education Committee under the OAA Trust Fund were conducted over the summer. Meeting minutes are transmitted to the Manager of Finance for the purposes of our annual audit.

In early September I sent a reminder letter to the Schools of Architecture regarding the OAA's annual funding of \$5,000 available to them to fund various initiatives in support of the students or appreciation of architecture such as lecture series.

OAA Activities/Policy and Industry Relations

A number of OAA staff and members of the Governance Committee attended the annual meeting of the Association of Consulting Engineers – Ontario on September 14. Of particular note was a presentation by the Professional Engineers Ontario regarding their regulatory review and modernization process.

I met with ARIDO Executive Director, Sharon Portelli on August 13 for a regular check in meeting.

I met with OPPI Executive Director, Susan Wiggins on August 31 for an industry check in meeting as well. I have also registered to attend portions of the OPPI's annual meeting and conference in October.

Along with OAA President Speigel, I will be meeting with Tammy Gaber the new dean of the McEwen School of Architecture on September 21.

I will be participating in the Carleton Professional Practice course on September 21 to provide an overview of the OAA and will also be joined by Bruce Palmer who will provide students with an introduction to Pro-Demnity. Later in the month, OAA Registrar Christie Mills will be presenting a detailed lecture about the licensing process and regulation of architecture in Ontario.

A meeting with the OAA Team Leads was held on August 23.

I will be participating in a panel discussion at Construct Canada on December 1 alongside my counterparts at ACEC-Ontario and the OGCA. The session will be

focused on the findings of the study commissioned by the Construction & Design Alliance Ontario (CDAO) regarding the relationships among project owners' upfront investment in the pre-project stage, the quality of design documents, and construction project performance. It is hoped that the study results will provide an objective framework for a change in the project delivery policies for public infrastructure.

National Initiatives

The next semi-annual meetings of Canadian Architectural Licensing Authorities' Administrators and Regulators has been scheduled for November 3 and 5 respectively. The documents have been finalized and approval now by all CALA jurisdictions to move ahead with the incorporation of CALA which will take place soon.

Action: For information only. No action is required.

Attachments: None

ITEM 6.2.a

**To Be
Distributed**

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Barry Cline
Paul Hastings
Natasha Krickhan
Jeffrey Laberge
Agata Mancini
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FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.3.a

From: Kristiana Schuhmann, Vice President, Strategic

Date: September 14, 2020

Subject: Update on activities under the Vice President, Strategic portfolio

Objective: To provide Council with an update under the Vice President, Strategic portfolio

Highlights:

[Activities Report – VP, Strategic](#)

[PACT Meetings](#)

[SBEC Meetings](#)

[CDAO](#)

Activities Report – VP, Strategic

- SBEC meeting: September 15, 2021
- PACT meeting: September 14, 2021
- Special meeting of PACT: July 22, 2021
- Update meeting with OAA Policy and Government Relations (PGR) staff: July 5, July 21, August 3, September 13

PACT

A special meeting of PACT took place on July 22, 2021 to make the 2021 Queen's Park Picks selections. The Committee will meet again on September 14, 2021. PACT is working on various items including:

- **2021 Queen's Park Picks and World Architecture Day.** 2021 has been a record-breaking year for this event. With participation from one third of MPPs and representation across all parties, this year's nominations for the 2021 QP Picks is unprecedented. The World Architecture Day event, taking place on October 4, 2021, will be a virtual event again this year and will feature the reveal of the 2021 Picks along with associated MPP meetings. To kick off this year's MPP meetings, the OAA President met with MPP Sara Singh, Deputy Leader of the NDP and opposition critic for long-term care.
- **Long-term Care.** Policy and Government Relations (PGR) staff continue to meet regularly with the team working on the LTC research project. Although timelines for the project's delivery have shifted into the New Year, preliminary work including the development of a comprehensive bibliography, continues to progress. In addition to the literature collection and review, the researcher plans to conduct staff and patient surveys to collect information about post-occupancy performance of LTC homes as well as health outcomes. Given that the COVID situation may pose some obstacles to accessing facilities, the researcher is looking at studying a reduced number of facilities. PGR staff explicitly forwarded on the request to consult Dr. Siegal and plans are underway to reach out to other academics as well. Dr. Terri Peters from Ryerson University has now joined the research team working on this project. The contract for this research project is still outstanding. No formal agreement is in place at this time.

With regard to the LTC submission to government, PACT has begun discussing how to leverage it on social media and is currently exploring turning sound bites into graphics that can be shared via the OAA's social media platforms.

Preliminary plans are also underway for the development of an LTC plenary session to be hosted at Conference 2022. As a follow up to the PACT-hosted roundtable on LTC, this panel is an opportunity to share and discuss various design recommendations to improve LTC in Ontario.

- **NRCan-registered Energy Advisors.** PGR staff continue to investigate this NRCan program to consider if there are any regulatory infringements and if the OAA has any concerns (or recommendations) regarding the federal program. PACT and SBEC will have discussed and determined a direction by the time of the Council meeting.

SBEC Meetings

SBEC met last on June 10, 2021 and will meet again on September 15, 2021. SBEC is working on various items including:

- **TEUI Calculator Tutorial Video.** The filming of the TEUI video is now complete and editing is underway. In order to coincide with this year's awards cycle, plans are in place to launch the video this month.
- **Collaboration with the TSA.** Members of the OAA Executive and SBEC met with the Toronto Society of Architects on September 8, 2021 to discuss climate stability efforts. In particular, the TSA's Climate Action Group would like to explore ways to better collaborate with SBEC on various climate stability initiatives.

Moreover, the TSA is interested in working with SBEC and OAA President to develop a new model for local society visits. The two groups discussed a potential agenda for the society visit in Toronto. Plans are underway to leverage the visit as an opportunity to explore climate stability initiatives that each group is working on and opportunities for collaboration and resource sharing.

- **Toronto Green Standard Version 4.** Per the recommendation of SBEC, a letter from OAA President, Speigel was issued to confirm the OAA's support for Version 4 of the Toronto Green Standard. The letter is available on the OAA website [here](#).
- **TransformTO: Getting TO Net Zero Consultation.** In tandem with the Association's support for the Toronto Green Standard, a submission was made to the TransformTO: Getting TO Net Zero Consultation on behalf of the OAA. This submission is available on the OAA website [here](#).

CDAO

CDAO last met on June 21, and will meet again on September 20 (an agenda has not yet been circulated). Over the summer, CDAO also had meetings with the Canadian Infrastructure Bank and jointly with Infrastructure Ontario/Metrolinx.

CDAO issued a letter to the Premier on June 15 respectfully disagreeing with the Metrolinx and Infrastructure Ontario decision to appeal an Ontario Superior Court ruling that COVID-19 constitutes an emergency under the Eglinton Crosstown LRT agreement. The letter is on the OAA website [here](#).

During the summer, CDAO issued an RFP for content development (A Guide to Construction and Design Procurement Best Practices). The document will be a living guide that outlines industry-recommended best practices in procurement that can be widely published to encourage more organizations from the buyer sector to explore best practices in procurement. The buyer sector can utilize the document as a resource and guide to enhancing existing procurement practices within their current and future projects.

This document can also serve as a foundational platform for CDAO and its individual member organizations in the design and construction sectors in relaying a consistent and unified message around the impacts and importance of fair and transparent procurement models.

Executive Director Doyle will participate on a panel discussion that will be part of the Buildings Show this December. The subject will be *Enhancing Project Delivery Through Pre-Project Investment*. This builds upon research done by the Ryerson Institute for Infrastructure Innovation to understand the root causes of significant schedule delays and cost escalations during project delivery. Panelists will discuss findings and key recommendations from this report, as well as what this might mean to the future of the construction industry. Other panelists include the OGCA President and Executive Director of ACEC-Ontario.

Quality Based Selection Presentation

OAA's Manager, Policy & Government Relations will be a panelist at OSPE's first annual Engineering Conference. This will entail a pre-recorded discussion on Qualifications-Based Selection and then an open Q&A during their conference on October 7.

Action: None. For information only.

Attachments: None.

Memorandum

To: Council

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.3.b

Susan Speigel
J. William Birdsell
Barry Cline

Paul Hastings
Natasha Krickhan
Jeffrey Laberge
Agata Mancini
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Deo M. Paquette
Gaganjot Singh
Settimo Vilardi

From: Kristi Doyle, Executive Director

Date: September 13, 2021

Subject: Update on Appeal of Harmonized Zoning By-law

Objective: To provide Council with an update on the Harmonized Zoning By-law Task Group and the related appeal to the OMB (now LPAT)

The OAA's appeal of City of Toronto Zoning By-law 569-2013 (the harmonized zoning by-law) began in 2013, started by members who specialize in residential projects in Toronto.

After a first round of hearings in June 2017, the OAA secure a preliminary win through a March 2018 ruling where the OMB determined that the City of Toronto's decrease to heights was not consistent with the Official Plan and that the character of neighbourhoods could not be maintained. The Board suggested that all parties try to come to an agreed solution. At the time, the City had suggested a 1m increase, while appellants had suggested 1.8m. A number of periphery issues were also identified.

Hearings to reach a resolution over these issues recommenced on March 5, 2021, and was presided over by two senior members of the Tribunal. The OAA continues to wait for the final ruling, and will share with Council and members once available. There are no further costs (either outstanding or anticipated) associated with this file.

Action: No action required

Attachments: None

Memorandum

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.4.a

To: OAA Council

Susan Speigel
J. William Birdsell
Barry Cline
Paul Hastings
Natasha Krickhan
Jeffrey Laberge
Agata Mancini
Elaine Mintz
Kristiana Schuhmann
Andrew Thomson

Farida Abu-Bakare
Heather Breeze
Gordon Erskine
Jennifer King
Kathleen Kurtin
Michelle Longlade
Lara J. McKendrick
Deo M. Paquette
Gaganjot Singh
Settimo Vilardi

From: Communications Committee

Jennifer King
Bill Birdsell
Joël León
Arezoo Talebzadeh

Farida Abu-Bakare
Carl Knipfel
Elaine Mintz

Date: September 12, 2021

Subject: Communications Committee Update

Objective: To provide an update on current and ongoing communications-related activities for the OAA.

Highlights

[OAA Website](#)

[Awards](#)

[E-Communications](#)

[Public Awareness
Sponsorships](#)

[Special Project
Funding](#)

[Social Media](#)

On August 17, the OAA Communications Committee gathered for its usual updates, reports, and further planning, along with specific tasks to discuss the Conference theme and special events, as well as consider submissions for the Association's Special Project Funding and Public Awareness Sponsorship programs. The meeting was attended in part of Executive Director Kristi Doyle and Sheri Moore from Conference planning consultant MCC.

Additionally, the VP Communications was involved in a pair of Conference-related meetings with the SVP, President, VP Education, and staff. These resulted in the Conference memo that will be shared as part of the September Council meeting.

The VP Communications also met with OAA staff as part of continued discussions regarding the further development of podcast programming. The direction is to explore both short video and audio content for social media, the website, and YouTube channel, as well as structured longer-form podcasts of interest to both the membership and the general public. More information is currently being generated before being shared with the Communications Committee and, ultimately, Council.

The next regularly scheduled Communications Committee meeting is set for October 12 and will focus specifically on further refinements to the sponsorship and SPF programs, as well as a look at the SHIFT Challenge, with OAA Past President Toon Dreessen—two-time SHIFT jury facilitator and one of the members of the program’s initial task force—attending to share insights and suggestions. Additionally, further updates are expected regarding the OAA’s exploration of video and podcasting opportunities.

OAA Website

Changes and refinements have continued on the OAA Website over the last several months. Throughout the summer, staff made updates to the [OAA Awards Image Gallery](#), which now displays winning projects and recipients from the last six years. Updates to this section are ongoing with the aim to eventually have a complete gallery of all OAA award-winners. Staff also added a [Past OAA Award winners](#) page, which includes a listing of OAA winners from 1985 to 2021.

Work is underway on the creation of new sections on the OAA Website, including:

- separate Indigenous Architecture and Equity, Diversity, and Inclusion (EDI) portals collecting OAA initiatives, publications, and resources;
- TEUI page to provide further context for calculator tool;
- design competitions information page; and
- a page looking at the OAA’s work with building officials and municipalities from a public interest perspective.

An elections-related module is also in development to assist with the management and display of OAA Council candidate information. Working with consultant Enginess with guidance from the Registrar, the new tool will display all candidates in a clear and user-friendly manner, listed alphabetically and filterable by electoral district. Each candidate will have a profile page that includes their nomination statement and optional video as well as personal profiles (including social media contact information). It will also include a section for Election Questions and Answers. The new page will be launched when Council Elections begin in October.

OAA staff continue to examine the Website and ongoing document pdf/doc creation (including templates) in the context of ensuring accessibility for all.

Web Updates (July – September 2021)

- Equity, Diversity and Inclusion page creation
- Indigenous Architecture page creation
- Election Module development
- OAA ConEd Webinar Series updates
- SHIFT/Award updates to gallery/archive
- bIOAAg posts with Summer Sketches entries
- TEUI banner updates and reporting

Upcoming Priorities

- Practice Advisory Knowledge Base – Management of the Project updates
- Accessibility training
- New Contract updates
- Accessibility training

OAA Awards

The Communications Committee has reviewed how the OAA Awards program could be adjusted to improve clarity, fairness, transparency, and inclusion. Given the extensive work done by a consultant and a previous OAA Steering Committee, the goal is to slightly refine or improve, rather than substantially change, any aspect of the awards program. Those suggestions have been submitted in a memo for the in-camera portion of the September Council meeting.

OAA staff has been working with the *Canadian Architect* team to finalize the SHIFT2021 Resiliency/Architecture Challenge digital book, with editor Adele Weder working with the five selected teams. The book will be posted online in October. Staff continue to work with MCC on two SHIFT digital events in November that highlight the five ideas in free, public webinars that offer Structured Learning for Licensed Members.

Staff is currently making refinements to the 2022 OAA Awards Website in preparation for the launch of the Call for Entries in October. None of the proposed changes in an in-camera memo would have significant impact on this call. In Special News Bulletins and press releases regarding the 2022 Design Excellence Awards, care will be taken to highlight the use of the TEUI.ca calculator to provide the required information.

E-communications

In addition to the regular biweekly editions of the *OAA News* newsletter and the bimonthly *Practice Advisory*, numerous other “special bulletin” emails have been sent out since the last Council report. These include:

- a Regulatory Notice regarding the Continuing Education program's end of cycle, reminding licensed members of their obligations regarding Equity, Diversity, and Inclusion as well as the various opportunities to earn Structured Learning hours;

- reminder about the new CSA Standards Access program;

- introduction of the Environmental Scan showing how other architectural groups and regulators approach Indigenous architecture as well as Truth and Reconciliation;

- bulletins about the results of the demographic survey as well as roundtables; and

- a Regulatory Notice about the process for nominations in the forthcoming OAA Council elections

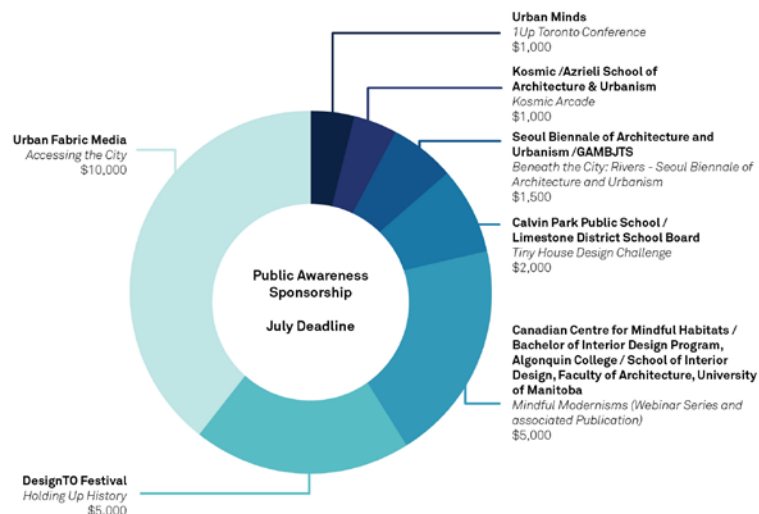
At the time this report is being drafted, there are plans to issue special bulletins in the weeks to come regarding the OAA Design Excellence and Service Awards, the Equity, Diversity, and Inclusivity seminars (including additional options in 2022), and information about the OAA/OGCA Supplemental Conditions resource. Information will also be shared specifically for students and Intern Architects, as well as regarding future SHIFT events.

Public Awareness Sponsorship

Each year, individuals and outside organizations, associations, and companies submit requests to the OAA Communications Committee for consideration under the Public Awareness Sponsorship program. All candidates for the Public Awareness Sponsorship program are measured against four main criteria:

- Potential to increase public awareness/appreciation of architecture and the allied arts and sciences;
- Innovation, creativity, and relevance;
- Ability to attract attendance and successfully run event/initiative; and
- Alignment to the current Council priorities.

For the second round of funding (deadline July 26), there were 11 submissions looking for financial support from a pot of \$25,566. The seven successful applicants are listed on the following page.



July Deadline

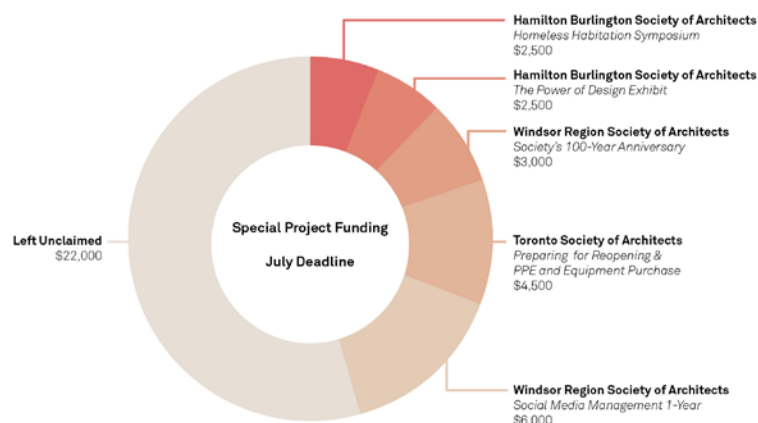
- 1Up Toronto Conference (\$1,000);
- Accessing the City documentary on persons with disabilities (\$10,000);
- Beneath the City: Rivers–Seoul Biennale of Architecture and Urbanism entry (\$1,500);
- Holding Up History (\$5,000);
- Kosmic Arcade (\$1,000);
- Mindful Modernisms webinar series and associated publication (\$5,000); and
- Tiny House Design Challenge for elementary school (\$2,000);

More information will be made available in a forthcoming *OAA News*. The two deadlines for 2022 will be announced shortly.

Special Project Funding

Each year, Local Architectural Societies are invited to submit proposals to the OAA Communications Committee for Special Project Funding (SPF). This can be used to carry out special projects or events that cannot be covered by current assets of a Local Society, and further the OAA's objective to establish classes, schools, exhibitions or lectures in, and promote public appreciation of, architecture and the allied arts and sciences.

For the July deadline, there was \$40,500 available in funding (\$38,000 plus the remaining \$2,500 from the first round). Ultimately, the three Local Societies that applied were successful for their cumulative five requests.



Social Media

As shown below, all social channels showed growth, especially Instagram, as per usual. On **Instagram** and **Facebook**, posts and stories were used to share updates on OAA career opportunities, the OAA Continuing Education Webinar series, Council meeting updates, news, and events, as well as striving for content on equity, diversity, and inclusion, along with congregate living.

Twitter was used to inform followers about Council meetings, career/volunteer opportunities, news, events, and COVID-19 updates. Many events were retweeted from sources such as the City of Toronto, Toronto Society of Architects, RAIC, *Canadian Architect*, *Building*, and *Architect*. In addition, Twitter was used to share information on equity, diversity, and inclusion, as well as congregate living. **LinkedIn** was used to share practice- and public-facing items.

The **Social Media Content Amplification Activity Appendix** provides a brief overview of some of the content that has been shared since the last Council meeting, alongside audience data for reach, engagement, and impressions. To keep it concise, it focuses specifically on major OAA initiatives, as well as congregate living and Equity, Diversity, and Inclusion, over that period.



Followers: 6,709 (**up 150 from last report**)
Average Post Audience: 2313



Followers: 7,677 (**up 59 from last report**)
Total Likes: 7253



Followers: 2,354 (**up 39 from last report**)
Total Likes: 1988 (18 up from 1,970)









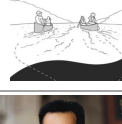

Followers: 8,592 (**up 180 from last report**)
Post Impressions: 4000


Action: For information only.

Attachments: OAA Content Activity Chart September 2021.pdf



OAA Content Amplification Activity (Feb 23 - September 9, 2021)

					Multi-platform strategy: Published on OAA			Membership / Public Engagement #'s						
					Platform			Instagram		Facebook		Twitter		
Title:	Posted on:	Title:	Image	Source:	Instagram	Twitter	Facebook	Reach	Likes	Reach	Likes	Impression	Likes	
OAA/Architecture News	Sept. 8	OAA Committee Vacancies		OAA	✓	✓	✓	649	16	155	3	145	0	
	25-Aug	2021 OAA Society Tours		OAA	✓	✓	✓	704	22	234	3	298	0	
	04-Aug	Toronto Pools by Bianca Weeko Martin		OAA				1693	107	390	12	408	2	
	02-Jul	Laurentian University's McEwen School of Architecture		The Sudbury Star	✓	✓	✓	2531	180	360	110	1489	9	
Equity, Diversity, & Inclusion	28-Jun	Educating others about the built environment drives Mancini		DCN	✓	✓	✓	1404	55	228	5	Repost	Repost	
	22-Jun	Douglas Cardinal - Architect of the Future		4 Seasons of Reconciliation				2431	115	164	0	439	4	
	21-Jun	#IndigenousPeoplesDay in Canada, part of #NIHM2021		OAA	✓	✓	✓	1029	50	248	5	2063	7	
Equity, Diversity, & Inclusion	17-Jun	David Wang: The Long Echo of Racism		Architect	✓	✓	✓	1054	40	208	3	648	4	

					Multi-platform strategy: Published on OAA Platform								
					Membership / Public Engagement #'s								
								Instagram		Facebook		Twitter	
Title:	Posted on:	Title:	Image	Source:	Instagram	Twitter	Facebook	Reach	Likes	Reach	Likes	Impression	Likes
Equity, Diversity, & Inclusion	June. 10	TSA Exchange: Inclusion in Construction		TSA	✓	✓	✓	920	40	129	1	334	0
	June. 10	TSA IDEAS Forum: Queer Space		TSA	✓	✓	✓	910	32	217	3	664	8
	June. 3	"Understanding & Minimizing Unconscious Bias in the Hiring Process."		OAA	✓	✓	✓	591	10	113	1	1,054	4
	June. 3	BEAT National		BEAT National	✓	✓	✓	576	17	108	1	556	2
Congregate Living	May. 24	Design Recovery: Strategic Resilience for the Next Normal		OAA	✓	✓	✓	657	18	106	0	453	4
	May. 24	Disconnected: A Collaboration Session Discussing Remote Teams & Clients		OAA	✓	✓	✓	756	27	97	0	592	8
	May. 23	Inclusive Design/Exclusive Design: Creating Public Spaces for All		OAA	✓	✓	✓	673	34	88	0	396	4
Equity, Diversity, & Inclusion	May 22	Many Voices in Harmony: Indigenous Storytelling through Architecture and the Allied Arts		OAA	✓	✓	✓	571	24	107	0	428	2

Memorandum

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.5.a

To: Council

Susan Spiegel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

From: Paul Hastings Vice President Regulatory, Christie Mills Registrar

Date: September 13, 2021

Subject: Activities Under the Registrar June 10, 2021–Sept 8, 2021

Objective: Statistical Update

Experience Requirements Committee (ERC): No ERC interviews were undertaken during this period. There are three upcoming scheduled interviews or more pending; dates to be determined upon confirmation from applicants. These will be fully remote interviews via Zoom hosted by Arbitration Place. Depending on provincial health regulations the interviews may return to a hybrid model in the fall of 2021.

Complaints Committee: 5 complaints are currently before the Complaints Committee. The Committee met and decided upon 83 matters related to non-compliance with the 2018-2020 Continuing Education Cycle.

Recently the Complaints Committee (CC) undertook an extensive review of issues arising from a Registrar's Investigation into the conduct of member¹. The complaint dealt with concerns related to the adequate supervision of an Intern Architect. While the IAP requires that experience be gained in an eligible employment situation, the Complaint did highlight the need for greater clarity in how those specific requirements are communicated.

¹ Names have been withheld to preserve confidentiality

As a result, the CC prepared a series of questions for the Office of the Registrar (OOTR) related to eligible employment, adequate supervision, mentorship and an Intern Architect's conduct requirements. Some of the questions related to work being done by other committees and working groups, while other questions have been addressed by the OOTR. Specifically, the OOTR is currently updating the Appendix B to the IAP and the Confirmation of Employment form (signed by Supervising Architect). These changes should eliminate any ambiguities related to this aspect of the IAP and aligns with the longstanding intent of the OAA's requirements related to the IAP. (Appendix 2)

Public Interest Review Committee (PIRC): No meetings during this period.

Discipline Committee: There are 3 ongoing Discipline matters. Outstanding hearings will move forward using the virtual platform if it is agreeable to all parties. Written hearings for 10 instances of non-compliance with the OAA's mandatory Continuing Education program 2016-2018 cycle were held and disposed of June 17, 2021.

Registration Committee: There were no Registration Committee hearings during this period.

Act Enforcement: Since the last report 30 new matters were reported to the Registrar for investigation related to misuse of the term "Architect" or "Architecture" or otherwise holding out.

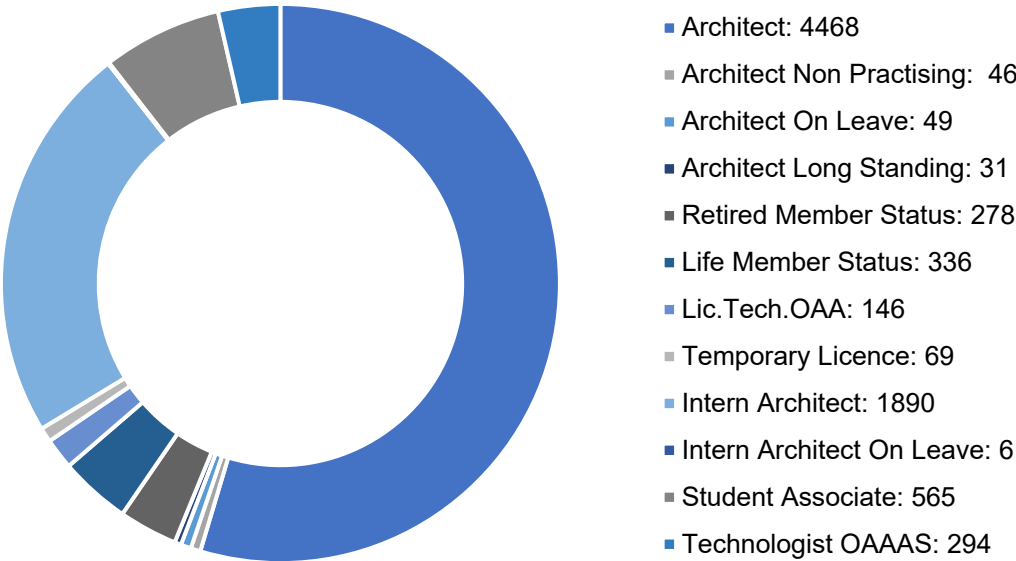
Injunction: There are no injunctions in process related to holding out and unauthorized practice.

Action: None. For Information Only.

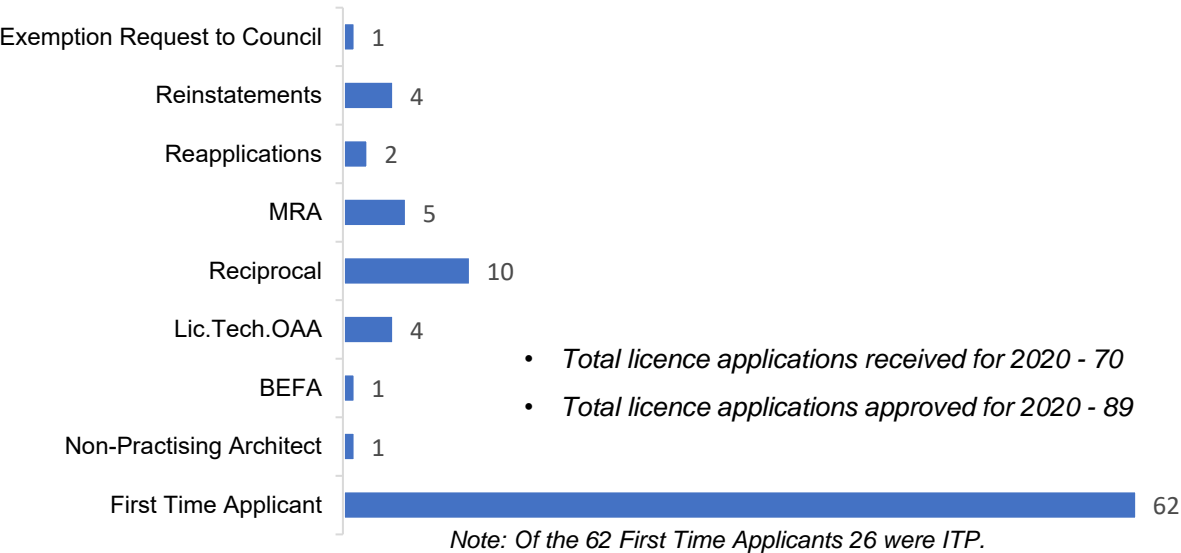
Attachments: Appendix1 : Activities Under the Registrar Statistics
Appendix 2: Complaints Committee Queries & Responses re.
IAP

OAA Community as of September 8, 2021

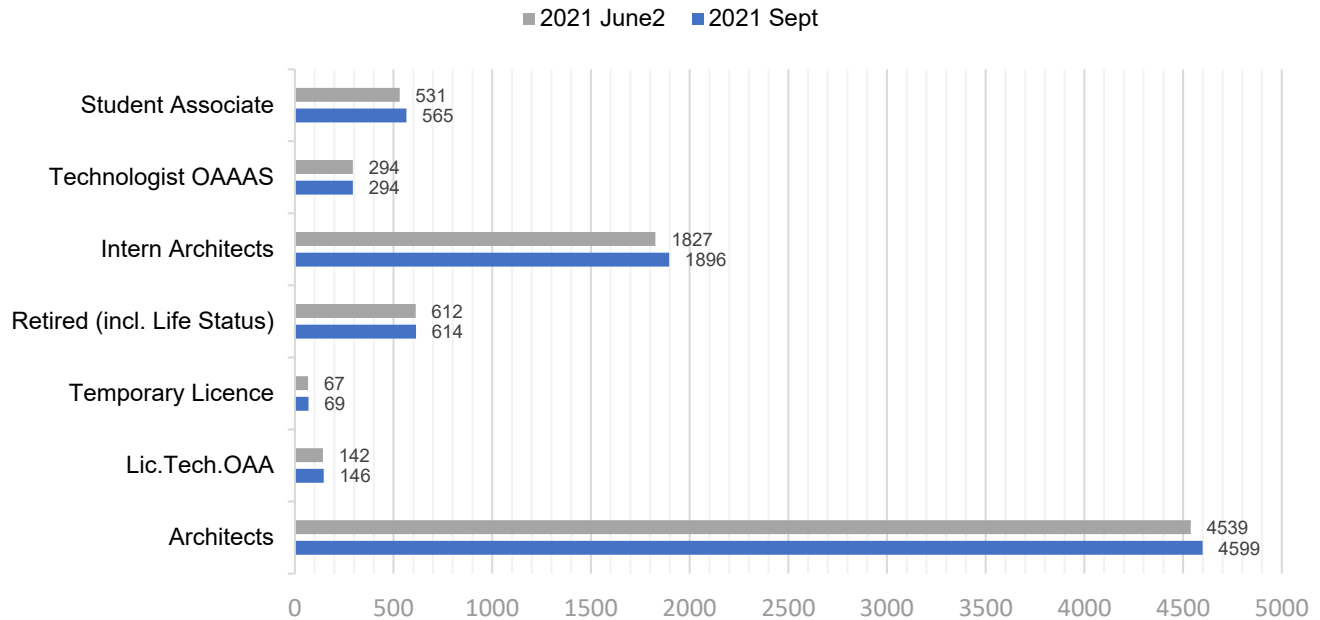
OAA Individual Status Distribution



Licence Application Approval Distribution for period June 10, 2021 – Sept 8, 2021



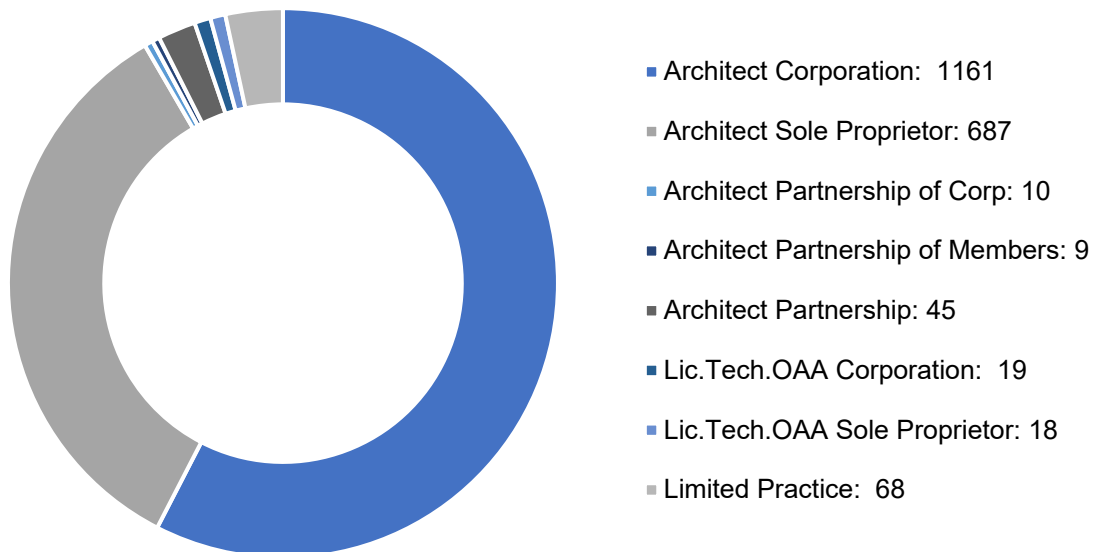
Growth in Individual Status for period June 10, 2021 – Sept 8, 2021



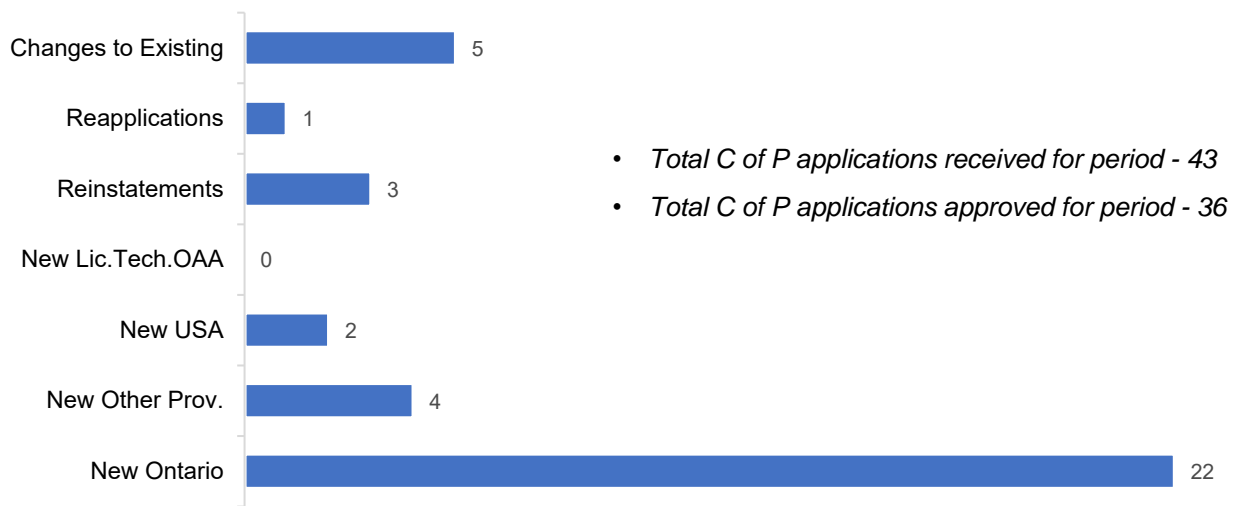
- *Total Intern Architect Applications Received for the period - 165*
- *Total Student Associate Applications Received for the period - 72*

Certificate of Practice as of Sept 8, 2021

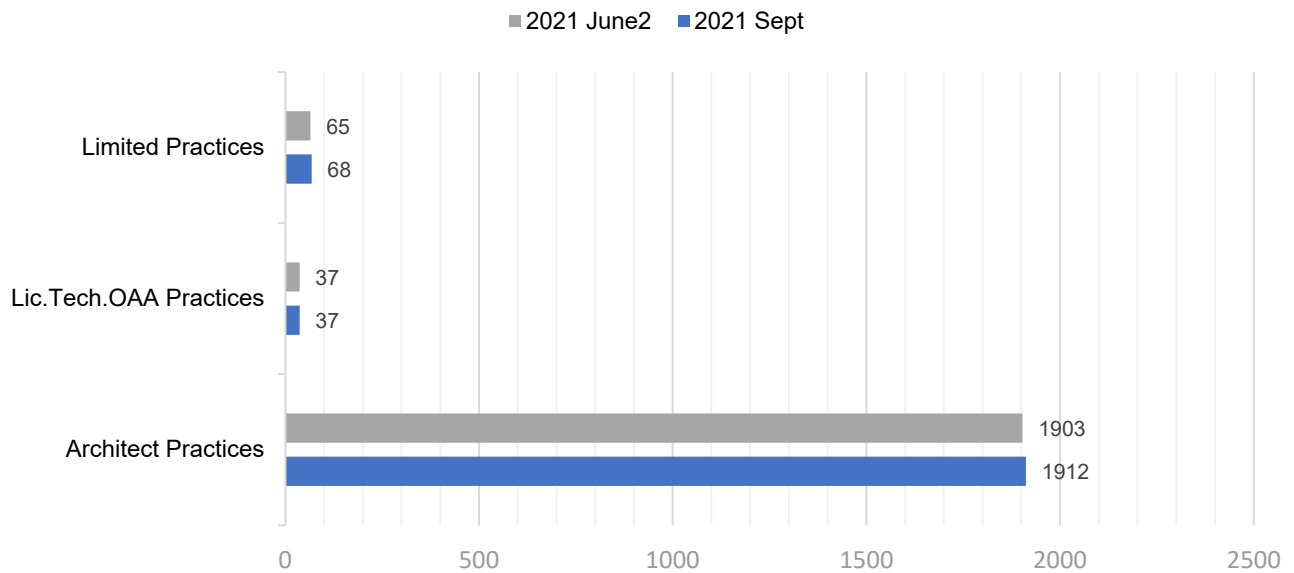
OAA Certificate of Practice Distribution



Practice Application Approval Distribution period June 10, 2021 – Sept 8, 2021



Growth in Certificate of Practice period June 10, 2021 – Sept 8, 2021



OAA Complaints Committee

Meeting Notes – IAP Communication Queries & Responses

No.	Questions & Responses	Resp.	Notes
1.0	General Question: What is the criteria needing to be met for the projects to be considered valid for inclusion in the IAP that is implied versus what is clearly stipulated?		
	Response:	Info	
	From the IAP Manual:		
	<p>2.3 Eligible Architectural Employment Situations</p> <p>Architectural employment may be acceptable if pre-approved by your CALA jurisdiction, and gained in the employ of a government agency, crown corporation, institution, bank, engineering office, developer or corporation having a department or office that deals primarily with architectural design and construction as an 'owner' and is certified by an Architect who is employed in the same entity and who personally supervised and directed the architectural experience. (Refer to Appendix B).</p>		
	Appendix B		
	Eligible Experience: Architectural employment may be acceptable if it is gained and pre-approved by the OAA in the employ of an architectural practice in Canada, USA or in an international location. The experience must be certified by an Architect licensed in the jurisdiction where the experience is being gained and who is employed by the same entity and who personally supervised and directed the architectural experience. For clarity, Intern Architects and Student Associates must be employees of the practice where they are gaining experience.		
2.0	Ownership of project / contractual relationship – does it serve the public interest and can it be compromised by a conflict of interest?		
	Response:	OOTR	
	<p>The Intern cannot be the directly contracted to undertake the project, nor have "responsible control".</p> <p>This will be added to the Appendix B and to the Confirmation of Employment form (signed by Supervising Architect):</p> <p><i>For the purpose of the IAP, the OAA defines 'employment' in accordance with its plain language definition, and does not include situations where any clients have any pre-existing contractual relationships primarily with the Intern and/or where the Intern provides any form of remuneration to the Architectural Practice or Eligible Architectural Employment Situation.</i></p>		Clarification to be vetted by legal counsel.
3.0	R7: Personal supervision and direction means the continual instruction, guidance, inspection and examination of the design in progress at intervals appropriate to the stage of development which the architect considers necessary to determine if the design meets the client's program of requirements and the requirements of the authorities having jurisdiction and reflects reasonable skill and judgment in its preparation. In the post-COVID-19 era with remote office relationships this may want to be revisited		
	Response:	OOTR	



	<p>Additional FAQs have been added to the OAA Website and broadly circulated and include:</p> <p>Q: I am now working remotely. How do I ensure I am appropriately supervised? Q: As a Supervising Architect, how do I supervise remotely?</p> <p>https://oaa.on.ca/knowledge-and-resources/covid-19-updates/faq</p>	Office of the Registrar (OOTR) to continue to monitor the situation and assess any arising matters with the CALA regulators.
4.0	What is the responsibility of the Mentor in this case to verify that the conditions of the IAP are met for the work being signed-off? Perhaps they need to provide more scrutiny.	
	<p>Response:</p> <p>In collaboration with the Interns Committee, the OAA published the 33-page Mentorship Guide, which sets out the responsibilities of a Mentor. The Guide was published in 2020.</p> <p>In addition, the Interns Committee and the Equity, Diversity and Inclusion Working Group and also reviewing the issue of mentorship and following up on recommendations.</p> <p>In May 2021, OAA Council directed the Interns Committee to look broadly and holistically at issues facing Intern Architects in Ontario in order to assess approaches within the Association's regulatory role. Committee Chair Farida Abu-Bakare and Council's Intern Architect member Heather Breeze are working with Intern Architect Vani Gopalkrishna on an analysis of the Association's existing research and information. They will examine feedback and common concerns cited in the 2020 Student & Intern Roundtable, the Intern Title survey, and the 2019 Member Survey to determine next steps.</p>	Info
5.0	Clarification regarding if architects can supervise work of an intern under a BCIN and should the architect be paid for supervising services under a BCIN.	
5.1	Should there be prohibition about interns doing work under BCIN?	
	<p>Response:</p> <p>To gain experience under the IAP, the work must be directly supervised by an architect licensed in the jurisdiction wherein the experience is being gained. Working under a BCIN would not be considered eligible work experience.</p> <p>The OAA does not have the jurisdiction to prevent an Intern from working for any other employer, outside of the IAP, including a BCIN.</p>	Info
5.2	Clarity on BCIN required insurance: How it's being enforced by the Ministry is not clear.	
	<p>Response:</p> <p>The BCIN program is overseen by the Ministry of Municipal Affairs and Housing. The OAA has no jurisdiction to regulate any aspect of this program.</p> <p>Architects should not be paid for supervising services provided by an Intern (BCIN or otherwise).</p> <p>Intern Architects working under their own BCIN, however, must ensure that they do not use the term "Intern Architect" for these projects. A failure to do so could trigger Act Enforcement measures.</p>	Info
5.3	With respect to equity – allow for new graduates who have their BCIN be able to work in the industry and while working towards their architect licence. Flipside is unpaid interns	
		OOTR to continue to monitor communication on these issues to ensure the policies and requirements are clearly communicated.
		The OOTR is currently reviewing and revising this memo to provide greater clarity on the use of the term, specifically related to when Interns also provide services under a BCIN.

	work for free if they can afford to. What is in the public interest: unguided experience gained in the industry or slave labour (two extremes on a continuum)?		
	Response:	Info	
	See additional language above re. eligible employment as set by the national program.		
6.0	Should Interns be subject to professional misconduct (i.e. complaint can be brought against them as with OAA members) or is the risk of losing the 'being of good character' requirement as a prerequisite to licensing enough?		The OOTR will continue to monitor this issue and, should any legislative changes be passed, implement accordingly.
	Response:	Info	
	Good Character assessment process has been significantly enhanced and modernized. Good Character provides an arguably broader scope that includes looking at past conduct when assessing suitability for licensure. The most serious conduct could result in a Registration Hearing.		
7.0	If the IAP is managed nationally, what changes could the OAA implement to clarify the roles of the Intern, the Supervising Architect, and the Mentor, as well as the definitions of the acceptable employment relationships, acceptable modes of supervision (including with remote employment arrangements) and how these can be verified in the public interest? Can these be brought up with the national body to ensure more unified understanding across jurisdictions?		OOTR to continue to monitor it's communication to Interns on acceptable employment situations and clarify, via the Appendix B, the website, OAA news and other means, as required.
	Response:	Info	
	See above. The IAP does allow provinces to create specific guidelines that include experience eligibility, experience submission requirements, and acceptable employment situations, among other matters within the Appendix B that aligns with the IAP Manual intent. CALA reviews the IAP annually and the OAA is always in a position to add items to the agenda if clarity is required in the program.		
8.0	Who oversees non-accredited architectural education and ensures the public is protected, or is this the profession overstepping its authority? Who protects the public interest in that case?		The Act Enforcement branch of the OOTR to continue to monitor the situation, and enforce the Act, as required.
	Response:	Info	
	Should a person seeking to become licensed have architectural education that is not CACB accredited or NAAB accredited then that education would need to be reviewed and approved by the CACB . Members of the public with any type of architectural education (accredited or not) would be permitted to list their educational history, but they would be prohibited from using the protected title "Architect", or any other designation, term, title, addition or description that would lead to the belief that the person may engage in the practice of architecture as defined in the Act. (see s. 46(2) of the Architects Act)		



Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.6.a

From: Settimo Vilardi, Vice President Practice

Date: September 13, 2021

Subject: Report from Vice President Practice

Objective: To update Council on activities of the Practice Portfolio

Activities Report – Vice President Practice (since last Council meeting in June)

- OAA PRC Meetings: June 29, August 5 and September 9, 2021
- OAA SCOB CAR Meeting: August 12, 2021
- OAA PACT Meeting: June 15, 2021, July 22, 2021 (QP Picks)
- Pro-Demnity Board Meeting/AGM: June 23, 2021
- OAA/OGCA Best Practice Committee – Suppl. Cond. : July 7, 2021
- OAA Executive Committee Meeting: September 2, 2021
- Society Chairs Meeting: June 22, 2021
- OAA Education Committee: September 8, 2021
- Special Meeting of Council: June 11, 2021, July 9, 2021

Activities Report – COVID-19 Webpage:

Latest updates to the [webpage](#) reflect the current status of the Province being in Stage 3 of the Roadmap to Reopen.

Activities Report – Practice Advisory Services (Key Items)

OAA Hotline: As of August 31, PAS received about 1100 calls since beginning of 2021 (330 between June 12, 2021 to August 31, 2021). (Note: This may include multiple calls about the same topic). This does not include email correspondence.

Update on Requests for Proposals (RFPs) monitoring:

0 RFP alerts have been issued since Council last met in June 2021.

Update to OAA Contracts - OAA 600-2021:

Refer the September 2021 Council memo for current project status and update.

Update OAA-OGCA Supplementary Conditions:

Refer the September 2021 Council memo for current project status and update.

CSA Subscription – Update:

The OAA announced it has [secured access to critical CSA standards](#) for Ontario's practices and licensed members through the CSA OnDemand program on June 1. A communication campaign was created with Communications which included:

- A new webpage on the public side (under "Resources") and more detailed webpage on member side with a FAQ section serves as a portal of information for the licensed members eligible to sign up.
- Special email bulletin sent to licensed members
- Mention of the new program in OAA news and Practice Advisory e-newsletters since the launch
- Social media posts across multiple platforms.

Members have also reached out to thank the OAA for the creation of this new program. A few standards which were inadvertently omitted by CSA were recently added following notification of the omission that came from a member. This was mentioned in OAA News of September 2, 2021.

Professional Fees & Discussion re. Various Strategies (Follow-up to December 2020 Council Meeting):

As a follow-up to the June 1 meeting that included the President, Executive Director, Pro-Demnity Rep, Deputy Registrar and Manager - PAS, VP Practice and Manager PAS are doing the research on fee calculators, creating a list of resources for a new members webpage (under Resources) as well as content for a new public facing page for clients to have information on what are architectural fees. VP Practice is working on an education module relative to professional fees including how to develop your fee, how to manage fees throughout the project, how to assess and price risk, and how to value your services to price appropriately, etc. This will also include review of existing content or continue to consider how best to add the content to our Fundamentals of Running an Architectural Practice. An update to Council is planned for later this fall.

Other Projects and Initiatives under the Practice Portfolio

[Practice Advisory e-newsletter – Issue 13](#): The latest e-newsletter was published on July 16, 2021 and featured information on the importance of vibration control, enhanced bonds, new recommended list feature, etc

Interference Drawings: The OAA-OGCA Joint Committee met on May 27. OGCA took the notes that had been prepared following consultation with Practice Resource Committee and key members of the Executive. At the meeting, they presented a draft definition and discussion occurred. The VP Practice discussed this at the PRC meeting at the end of June and is working on reporting back to the key Executive Committee members prior to sending notes back to OGCA later this September. At this time, the PRC committee did not endorse the OGCA definition nor was a revised consensus version of the definition created.

Practice Resource Committee (PRC): The PRC has reviewed a variety of topics at its recent meetings including Municipalities Making Unreasonable Requests, Interference Drawings, Withdrawal of Services, OAA Draft Contracts, RAIC CCDC 16 and 15, Pre-Manufactured Job Trailers, Stock Plans and Repetitive Designs and Issues Effecting Day-to-Day practices. The committee continues to author peer-to-peer content for the website with thorough review and comment by all committee members; new content is intended to be available soon.

Subcommittee on Building Codes and Regulations (SCOBCAR): As there are no current recommended OBC or NBC changes being recommend by public authorities, the committee has looked internally to prepare a listing of possible proactive initiatives and code changes that the OAA my want to recommend. Through various discussions, it was decided that the committee would use the recent full access rights to the CSA Standard to review the current listing of CSA standards in the OBC to see if they are up-to-date and current. Based on this review the next step will be to determine if recommendations should be made to the MMAH to update the list and/or if specific study of outdated standards would be undertaken by the committee to confirm the relevance and usefulness. Further, since it our understanding that in the future, the OBC and NBC will be harmonized in many areas, the Committee is looking for differences within the two codes to see if recommendations should be made in advance on some references to assist members in Ontario as many works with both codes.

Supporting Committees and departments at OAA: PAS provides feedback on interdepartmental projects.

Website update: PAS continues to work with Communications on updating the library of Practice documents and web content.

Action: **None Required.**

Attachments: None.

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Heather Breeze
Barry Cline	Gordon Erskine
Paul Hastings	Jennifer King
Natasha Krickhan	Kathleen Kurtin
Jeffrey Laberge	Michelle Longlade
Agata Mancini	Lara J. McKendrick
Elaine Mintz	Deo M. Paquette
Kristiana Schuhmann	Gaganjot Singh
Andrew Thomson	Settimo Vilardi

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.7.a

From: Natasha Krickhan , Vice President Education

Date: September 14, 2021

Subject: Update from Vice President Education

Objective: To provide Council with an update on activities under the OAA's Education portfolio.

The purpose of this memo is to summarize the activities for the period from June to September 2021.

2018 - 2020 Continuing Education Cycle Compliance Update

As of January 1, 2021, there were 330 members who did not comply with the mandatory Continuing Education Program. As of August 24, 2021, there were 66 members who remained on the 2018-2020 Continuing Education Cycle non-compliance list. Continuing Education staff continue assisting non-compliant members in their efforts to comply and report their outstanding learning activities on the OAA transcript.

Continuing Education Webinars Series

As of September 10, 2021, Continuing Education webinars enrollment and revenue have exceeded the budgeted figures for 2021. The Continuing Education webinars enrollment has reached 2000+ registrations, generating a revenue of \$36,000.00.

2021 Continuing Education Webinars Series Enrollment

• Managing Finances During Uncertain Times	54
• Maintaining Sustainability and Growing your Firm	57
• Understanding your Role as a Licensed Professional	76
• Best Practices for Contract Administration and Adjudication	102
• Building Strategic Resilience in Succession	64
• 2020/2022 Low-Rise Code Changes	143
• Demystifying Tall Wood Buildings	78
• Mastering the Graceful Exit: Leadership Continuity	62
• First Principles to Deep Energy Retrofits in Old Buildings	137
• An Indigenous Lens	326
• Step-by-step Wiidosendiwag: Imbedding Indigenous Perspective	331
• Terminology Tips to Respectfully Engage with Indigenous Peop	397
• Overcoming Common Legal Risks and Disputes in using BIM	78
• 2020/2022 Low-Rise Code Changes	46
• Practice Management: Operational Systems – Finance	23
• Best Practices for Contract Administration and Adjudication	29
• Prefabrication: Mass Timber Design Considerations	21
• Regulatory Requirements: Pro-Demnity Insurance	23
• A Guide to Mid-Rise Wood Construction in Canada	22

Ellen Savitsky, Manager, Education and Development is currently working on the roster of Continuing Education webinars that will be offered in the first half of the year 2022 (January – June schedule).

Mandatory Continuing Education on Equity, Diversity and Inclusion

In December 2020, Council approved a recommendation of the Comprehensive Education Committee to introduce the mandatory requirement for a minimum one learning hour of accredited programming focused on Equity, Diversity, and Inclusion (EDI) for the Continuing Education Cycle 2021-2022.

To deliver the mandatory learning on EDI, the OAA is partnering with Turner Consulting Group, an organization that has been delivering a range of equity-related services primarily to non-profit and public-sector organizations for almost two decades.

To obtain the mandatory hour, part of the existing requirement of 25 Structured Learning hours, participation is required in at least one of the following webinars, each of which will be offered multiple times throughout the summer and fall. These sessions are free to all those who hold status with the OAA.

- Understanding and Minimizing Unconscious Bias in the Hiring Process
- The Business Case for Equity, Diversity, and Inclusion
- Human Rights in the Workplace

The mandatory EDI Webinars were launched on June 10, 2021. As of September 10, 2021, nearly 900 members have completed the mandatory continuing education requirement on Equity, Diversity, and Inclusion. This constitutes almost 20% of the total membership

In accordance with a discussion with Executive Committee, it was agreed that staff would prepare a briefing for Council at the November 2021 meeting in order to assess the various aspects of the EDI mandatory learning, and consider whether additional mandatory learning should be considered for the next cycle.

Online Admission Course

In 2016, the OAA and the University of Toronto, School of Continuing Studies established a partnership to develop and implement a dynamic and engaging online Admission Course.

Since the online course launched in 2017, more than 1000 Interns have successfully completed the course through the online delivery mode which accounts for 70% of course overall enrollment via all three delivery options: online, in-house, conference.

Attached is a report from the University of Toronto, School for Continuing Studies with highlights of this partnership, and relevant data associated with the Admission Course to date.

Course “Fundamentals of Running an Architectural Practice”

In 2020, the OAA and University of Toronto, School for Continuing Studies renewed their partnership agreement for a five-year period starting May 1, 2021 to April 30, 2026. The new agreement articulates the roles and responsibilities of partners and confirms the continued delivery and update of the OAA Admission Course, and the eight self-study courses.

An addition to the partnership is the development, launch and delivery of a new OAA-owned online course “Fundamentals of Running an Architectural Practice” designed to OAA’s requirements.

Work continues to move forward with the development of the online course “Fundamentals of Running an Architectural Practice” on the online platform at U of T. The latest development is the addition of the following four modules that speaks directly to one of Council’s priorities to provide more education on professional fees.

1. Module “Developing Reasonable Fees for Various Project Sizes”. The module will address the issue of determining an hourly rate as well as the best methods for calculating fees for small, medium and large projects. Settimo Vilardi, Vice President Practice has agreed to develop the content

for this new module. He will be reimbursed for his work in accordance with the established SME rates.

2. Interactive Workshop “How to Calculate Fees”. The workshop will be designed according to the principles of participatory/experiential learning. Participants will be given cases to work on in smaller groups, where they will have to discuss and compute solutions mathematically. The instructor will facilitate discussions in smaller groups, to ensure pedagogical and learning objectives are accomplished.
3. Module “The Art of Dealing with Client”. The module will focus on the art and science of dealing with clients. Behavioral economists have shown that it's not what you charge but how you present those charges that has the biggest influence over your potential client's decision-making process. Enoch Enoch Bartlett Sears, the owner of www.businessofarchitecture.com has agreed to join our SME's team to develop this module.
4. Module “Organizational Behavior and Leadership”. The module is intended to emphasize the importance of the “approach” an architect can take to lead his team toward organizational goals that are aligned with the firm's strategy. The purpose is to help to develop the leadership skills required to be more effective in the practical business world. Vincent Hui, M.Arch, M.B.A. is undertaking the task of developing and delivering this module. Vincent Hui is Associate Professor, Architectural Science at Ryerson University.

At this point, and based on discussions with U of T in terms of being ready for final delivery, the expected date of launch is January 2022.

Comprehensive Education Committee (CEC) Initiatives

The Comprehensive Education Committee (CEC) met on June 9, 2021. The following activities took place between June and September 2021.

CEC/ Interns Committee Initiative: 2021 CACB Validation Conference

The Comprehensive Education Committee continues to work on the submission to the upcoming CACB Validation Conference which will take place in Ottawa on May 27-28, 2022. A separate memo “OAA Submission to CACB National Validation Conference 2022” is included in this Council package for Council consideration.

In order to inform the white paper for the CACB Validation Conference, the Comprehensive Education Committee is collaborating with the Interns Committee.

CEC/PACT Initiative: New Energy Advisors - Green Retrofit Program

On May 17, 2021, Natural Resources Canada launched a call for proposals to create middle-class jobs through the federal government's \$2.6 billion green retrofit program. This call for proposals is a \$10 million commitment to recruit, train, and mentor up to 2,000 new energy advisors across the country to support the Canada Greener Homes Grant. To be eligible for funding, the project proposal must support at least one of the following categories:

1. Training - Up to \$200,000 per year - Enhance support for training of energy advisor candidates by expanding classroom learning, e-learning, mobile training and blended learning programs and/or by providing potential candidates with greater access and opportunities to training that supports them in becoming registered energy advisors.
2. Mentorship - Up to \$150,000 per year - Enhance support for mentorship of energy advisor candidates and new energy advisors by providing greater access to mentorship opportunities (e.g. internships, mentorship programs) for under-represented groups to support them in becoming registered energy advisors or in carrying out their new role.
3. Recruitment - Up to \$100,000 per year - Undertake awareness activities to support the recruitment of service organizations or energy advisors, particularly among groups underrepresented in the sector or in underserved areas.
4. Upskilling and professional development - Up to \$100,000 per year - Developing and offering training, materials or programs for upskilling or for the professional development of existing energy advisors in support of the implementation of the initiative.
5. Accessibility of EnerGuide evaluations - Up to \$100,000 per year - Support timely access to EnerGuide evaluations and related elements for Canadians residing in underserved regions.

The Comprehensive Education Committee, in collaboration with Policy Advocacy Coordination Team, is exploring challenges and potential benefits of applying for funding to develop and offer energy advisor training.

CEC/Interns Committee Join Initiative: "Meet the OAA" Event.

The Comprehensive Education Committee continues to work with the Interns Committee on the preparation for the "Meet the OAA" event. This online session is an outreach and educational event aimed at students of the 5 architecture schools in Ontario. The session will feature OAA Committee members, Council, and staff to share some of the work we do at the OAA. Discussion will include student membership, the path to licensure (and how to get started with logging

your hours), and opportunities to engage with the profession, as well as introduce students to some of the areas the OAA is currently working on a variety of topics, including climate stability and diversity, inclusion, and equity. The event will be held via Zoom on October 12, 2021, 6:00- 7:30pm. The joint initiative task group is working on finalizing the meeting agenda and a list of possible presenters for the event.

VP Education / VP Communication/ VP Regulatory Joint Initiative EABO dashboard on the OAA website

The Comprehensive Education Committee supports a recommendation to inform members of the work of a renewed strategic alliance through Engineers, Architects, Building Officials (EABO).

Actions underway include development of postings and webpages on the OAA Website and social media regarding activities of the EABO alliance. The following are some of the recommended topics to cover:

- EABO Terms of Reference and meeting minutes;
- Items that were achieved through EABO when was meeting regularly.
- When was the last meeting and why EABO was disbanded?
- Reasons and efforts to restart EABO and parties involved.
- EABO format be moving forward. How is it different from previous years?
- What mechanisms will be in place to ensure that initiatives are followed through? Will decisions be binding? How is it related to regulation?

The Comprehensive Education Committee is working with the Office of the Registrar as well as Communications team on a communication plan to keep members informed on EABO initiatives, activities, and decisions.

Architecture Education for Students – “Learn-at-Home” Ontario Portal

As a response to COVID-19, the Ontario government launched an online platform “Learn at Home”. The platform provides supplementary resources for elementary and secondary students to practice math and literacy skills while staying at home. The Committee established a working group to put together architecture-related content with the goal to submit it to the provincial portal.

Agata Mancini, Senior Vice President & Treasurer, formerly VP Education, led and coordinated the development of the document “Architecture Education for Students. An Educator’s Guide to Teaching Architectural Concepts. Grades JK to 12”. The Committee spent considerable time discussing the draft at its August meeting. It has been agreed that it should be reviewed by individuals from the Indigenous community before the final release.

To date, the Committee has received feedback from a representative of the Indigenous community. The following are some of the recommendations:

1. The framing of the history of Indigenous people within a Canadian context has to be appropriately presented and framed within the document.
2. The use of all 2D art is very limiting, if we are discussing Indigenous, Metis and Inuit art/design, and needs to be expanded.
3. The use of creation of a wigwam - without offering the teachings that are based in its form needs to be discussed further. This information should involve an Anishnawbe elder - someone who can share knowledge about the importance of how this type of lodge is constructed.

Once the recommendations are implemented and the document is approved by the Comprehensive Education Committee, the next step is to submit the document to the "Learn-at-Home" Portal. Furthermore, The Comprehensive Education Committee is planning to collaborate with Communication Committee on the development of a webpage / dashboard on the OAA website, which will serve as a single-point resource hub for teachers, parents, and students. The dashboard will feature the document "Architecture Education for Students. An Educator's Guide to Teaching Architectural Concepts. Grades JK to 12". It will also provide links and additional resources to educational materials that could be of use to teachers and parents.

Action: For Formation.

Attachments: SCS OAA Annual Report 2021



UNIVERSITY OF TORONTO
SCHOOL OF CONTINUING STUDIES

ONTARIO ARCHITECTS ASSOCIATION
IN PARTNERSHIP WITH THE
UNIVERSITY OF TORONTO SCHOOL OF CONTINUING STUDIES

Annual Report - 2021

1. Introduction

In 2016, The Ontario Association of Architects (OAA) and the University of Toronto School of Continuing Studies (SCS), a globally recognized leader in continuing education and online learning, established a partnership to address the learning needs of intern architects, with the development and implementation of dynamic and engaging online Admission Course.

With a foundation of shared values, and a commitment to excellence, the goal of this partnership was to re-imagine the OAA's Admission Course and provide a fresh approach to course content. The purpose of the OAA Admission Course is to ensure interns acquire knowledge and develop skills to prepare them to enter the profession. Objectives for this partnership include supporting interns through a learning community online and more in-depth coverage of course content through an interactive and engaging online experience. The OAA's talented team of developers worked closely with the SCS team to achieve these objectives.

An OAA goal was to provide interns with flexibility and choice to complete the Admission Course and the online course has helped make that happen. In fact, OAA has offered the Admission Course in three formats, with a traditional in-class course and selected course Modules offered at the Conference rounding out the available options to accommodate different needs. However, during the COVID-19 pandemic, OAA offered only the online Admission Course which kept the process of licensure moving for interns through this challenging period.

In 2020, OAA and SCS reviewed and subsequently renewed their partnership agreement for a five-year period starting May 1, 2021 to April 30, 2026. The new agreement articulates the roles and responsibilities of partners and of instructors and confirms the continued delivery and update of the OAA Admission Course, and the eight self-study courses based on the Admission Course. An addition to the partnership is the development, launch and delivery of a new OAA owned online course, the 'Fundamentals of Running an Architectural Practice' (FRAP Course) designed to OAA's requirements. Regarding FRAP course costs, OAA will remit SCS \$25,000 for course development and SCS will contribute \$25,000 in matching funds to cover the cost of SCS staff.

The overall financial aspects of the agreement remain essentially the same. However, the original OAA-SCS agreement did not include applicable SCS discounts (i.e. alumni and Comparative Education Services (CES) discounts) and these discounts were accepted and identified. The new agreement is explicit that discounts are not applicable to OAA courses, and this information is available prior to course registration on the SCS website. As well, the annual course renewal process and fees have been outlined such that SCS will not charge for minor course updates and course changes, and redevelopment beyond this threshold will be subject to SCS fees with prior approval in writing from OAA. This report shares the highlights of activity which complete the partnership under the original agreement for the reporting period July 1, 2020 to June 30, 2021.

2. Best Practices in Adult Education

SCS approaches course development with learners at the centre. By distilling the required competencies and learning outcomes required by the profession and associated with the Admission Course, SCS worked with the OAA and subject matter experts to develop an effective online course to acquire the requisite knowledge and skills.

At the core of the Admission Course is design excellence. Adult learners bring a diversity of needs as they engage to learn. The development team addressed the course goals with best practices in adult education, and addressed the four main learning modalities, noted below, building variety and innovation into the learning experience.

- Visual Learning. There is extensive use of images and diagrams embedded in the course to exemplify and reinforce key points.
- Auditory Learning. Hearing the voice recordings of the guest speakers/subject matter experts, consistently through each module, creates strong connections with the material, and the perspective addressed by the experts.

- Reading/Writing Learning. The learning context for each Module provides more explanation about the content, giving learners carefully selected materials to read and learn.
- Kinesthetic (Physical) Learning. This type of learning is through physical action whether it is making something or applying something in a 'hands-on' way. An example of this type of learning is the building code case, where interns apply what they have learned to a practical example.

Having the instructors available throughout the course and OAA guest speakers/subject matter experts participating in regularly scheduled webinars (recorded for subsequent review) gives interns access to OAA experts to have their questions answered.

Practice quiz questions, approximately eight to twelve, are other application-based learning supports throughout each Module. These quizzes assist interns as they interact with the content and focus on the most important aspects, applying what they have learned throughout the Admission Course.

The 'Confidence Quizzes' at the conclusion of each Module reinforce the material and learner mastery. The successful completion of these quizzes ensures intern engagement, providing confirmation to OAA that learners have completed each Module and finished the Admission Course.

3. The Benefits of Online Learning

The benefits of online learning are numerous. A key benefit is accessibility and the convenience it provides learners as well as instructors and guest speakers/subject matter experts. The format is not only flexible, but learning can be accessed anytime, anywhere without the constraints of time or place. In fact, interns from across the province, or other jurisdictions, can take the online Admission Course as an alternative to the in-person and conference-based options OAA also provides, while managing their professional responsibilities.

Designed to provide a flexible learning experience for multiple OAA constituents, the OAA Admissions course is offered in two formats – instructor led-online (for interns) and self-study online (for architects). The instructor-led online course provides access to interactive content, videos and quizzes as well as subject matter experts and instructors. Learners in the instructor led-online course are encouraged to attend weekly synchronous guest speaker webinars that are recorded for subsequent review in the event learners cannot attend.

The self-study online format is a self-paced experience developed for architect learners, which leverages the same interactive content, videos and quizzes as the instructor-led online course. Learners in the self-study online course gain access to the content for a three-month period, during which they can move through the content at their own pace, completing the course when their schedule allows.

As a part of SCS's ongoing commitment to program quality and excellence, instructor and learner feedback is collected and reviewed on a regular basis. Prior to the launch of the instructor-led Admissions course, OAA and SCS conducted a course pilot where OAA members participated in the Admissions course and provided real-time feedback, resulting in course updates. Now that the course has been actively running, conversations with instructors, learner feedback from course evaluations, and comments from OAA subject matter experts serve to inform updates to keep the course experience and material timely and relevant.

The following comments were gathered from the Admission Course evaluations and are characteristic of the overall learner feedback.

When describing the most positive aspects of the course, learners commented that the instructors, guest speakers, webinars, the flexibility and the content were highlights. Here are a few of their comments:

- Instructors
 - o "Having experts in the field who were clear, informative and open to answering questions."
 - o "Instructors were enthusiastic and very positive for the course."
- Webinars - Guest speakers
 - o "Great delivery, positive energy. You could tell they loved presenting their topic and their delivery certainly made a difference in the learning experience."
 - o "Listening to the guest speakers, experts in their fields and not all of them architects, was very beneficial. It is great to be able to get the different perspectives."
- Flexibility
 - o "The flexibility by having lectures and course content posted online throughout the duration of the course to learn at our own pace was the best part... as most of us are also working full time jobs simultaneously."
 - o "Accessibility for people with families and...[In] flexible hours."
- Content
 - o "It was practical knowledge that we see in the day to day in an architectural office."
 - o "The modules were good, and interesting. I liked the knowledge questions which helped reinforce or bring some of the reading into focus."

When describing areas for improvement for the course, learners requested enhancing the webinars, adding more visual elements and increasing access to content. Here are a few of their comments:

- Webinars with a content review and discussion format.
 - o "The webinars could have some presentation content rather than just question / answer sessions. I found that the webinars did not fully cover topics learned during the modules and that they were not as engaging as they would be with visual aids or more presentation elements."
 - o "Going over the key elements from the course content in the webinar instead of just doing question and answer."
 - o "Would be great if you could extend the elearning [webinar] hour."
- More visual elements in the content – images, videos, graphs, charts.
 - o "Course content could include more relevant graphics or examples."
 - o "Provide some diagrams and illustrative material with presentation slides."
- Access to all modules at the outset of the course.
 - o "Provide course material at the beginning of the course, all at once. It would be more efficient to absorb the basic information all together, also it allows to do some self-study before the course starts."
 - o "I need it the PDF files earlier...so I can study before my quiz...as that my way to understand the subject."
 - o "Unlock the online modules earlier...I like reviewing the lessons before but sometime a couple days ahead doesn't fit in my schedule."

SCS and OAA work together on an annual basis to update both the instructor-led online and self-study online course content. The above comments will be reviewed and assessed as part of this process.

4. Relevant Data and Financial Results

As part of our partnership, OAA paid SCS \$67,500 to design and develop the online OAA Admission Course and assume all aspects of the course management and administration. Gross tuition revenues collected are directly attributed to the following costs managed by SCS: instructor compensation, enrolment and learner services, instructor and program services, learning innovation and course design (maintenance and development), university wide contributions, marketing and communications (variable) and administrative overhead (instructor recruitment, support, course coordination and academic oversight). Net revenues are re-invested in SCS programming and operational support.

The registration and revenue for the OAA Admission Course, and the self-study Courses for this reporting period, are below. The list of guest speakers in the OAA Admission Course in Appendix A.

Admission Course Total Registrations and Revenue for Reporting Period

OAA Admission Course Course 3435	Instructors	Registration	Tuition Revenue (\$350 tuition excluding tax)
Fall 2020			
3435-010	Fan Zhang Allen Humphries Ivan Martinovic	82 – total registration 81 – full fee 1 - \$175*	Gross Tuition Revenue: \$28,525.00
Winter 2021			
3435-011	Fan Zhang Allen Humphries Ivan Martinovic	63 – total registration 62 – full fee 1 – no fee**	Gross Tuition Revenue: \$21,700.00
3435-012	Fan Zhang Allen Humphries Ivan Martinovic	89 – total registration 80 - full fee 9 – no fee***	Gross Tuition Revenue: \$ 28,000.00
TOTAL		234	<i>Total Gross Tuition Revenue:</i> <i>\$78,225.00</i> <i>Total OAA Revenue Share (10%)</i> <i>\$7,822.50 (excluding tax)</i>

For comparison purposes, the OAA Online Admission Course registrations for the previous year were 231, with this year's total of 234 being a slight increase over last.

Registration and Discount Notes:

- SCS provides Comparative Education Service (CES) clients with a non-monetary \$200 tuition benefit and provides U of T alumni with a non-monetary tuition benefit of \$550 which they have been able to apply to any SCS course. As per the new agreement these discounts will no longer apply to OAA courses.
- * 3435-010 – OAA requested that a learner needing to take 4 modules receive a 50% discount and this was applied to the tuition fee and \$175 was collected.
- ** 3435-011 – A learner had a no fee reattendance letter from 2017 which was honoured.
- ***3435-012 - The nine 'no fee' registrations involved the use of the SCS alumni benefit; consequently, tuition revenue of \$350 totalling \$3,150 was not collected.

Self-study Course Data and Revenue

To serve the continuing education needs of architects, eight self-study courses, drawn from the OAA Admission Course, were launched in the Winter 2020 term. These courses have ongoing enrolment, meaning learners can enroll and begin at any time during the registration period. They cover the material at their own pace (over a three-month period) and successfully complete a quiz to finish the course.

For the Winter 2021 term, both parties agreed that tuition fees for the self-study courses would be lowered due to changing market attributed to the pandemic. The chart below reflects the adjusted fees in the Winter 2021 term.

Self-Study Courses Total Registrations and Revenue for Reporting Period

Course Number	Course Name	Semester	Registration	Tuition Fee	Gross Tuition Revenue (excluding HST)
3734	Professional Responsibility, Ethics and Membership in a Self-Regulating Profession				
	3734-002	Spring/Summer 2020	5	\$150	\$750
	3734-003	Fall 2020	12	\$150	\$1,800
	3734-004	Winter 2021	1	\$100	\$0 ¹
	3734 Total				\$2,550
3728	Ontario Building Code Compliance Data: Concepts and Code Analysis				
	3728-002	Spring/Summer 2020	7	\$275	\$1,925
	3728-003	Fall 2020	13	\$275	\$3,575
	3728-004	Winter 2021	5	\$200	\$1,000
	3728 Total				\$6,500
3725	Building Code Act and the Building Permit Application Process				
	3725-002	Spring/Summer 2020	6	\$150	\$900
	3725-003	Fall 2020	14	\$150	\$2,100
	3725-004	Winter 2021	6	\$100	\$600
	3725 Total				\$3,600
3729	Legal Aspects: Professional Liability & Architects Contracts				
	3729-002	Spring/Summer 2020	2	\$150	\$300
	3729-003	Fall 2020	7	\$150	\$1,050
	3729-004	Winter 2021	1	\$100	\$0 ²
	3729 Total				\$1,350
3721	Construction Contract Administration and General Review				
	3721-002	Spring/Summer 2020	14	\$150	\$2,100
	3721-003	Fall 2020	24	\$150	\$3,600
	3721-004	Winter 2021	18	\$100	\$1,800
	3721 Total				\$7,500
3727	Planning and Development Approvals				
	3727-002	Spring/Summer 2020	9	\$150	\$1,350
	3727-003	Fall 2020	11	\$150	\$1,650
	3727-004	Winter 2021	4	\$100	\$400

	3727 Total				\$3,400
3726	3726 Bid Theory & Bid Practice				
	3726-002	Spring/Summer 2020	3	\$150	\$450
	3726-003	Fall 2020	8	\$150	\$1,200
	No Winter 2021 section offered				
	3726 Total				\$1,650
3724	Construction Act				
	3724-002	Spring/Summer 2020	4	\$150	\$600
	3724-003	Fall 2020	15	\$150	\$2,250
	3724-004	Winter 2021	6	\$100	5 @\$100 1 @\$0 ¹
	3724 Total				\$3,550
	<i>Grand Total</i>		195		<i>Total Gross Tuition \$29,900 Total OAA Revenue Share (10%) \$2,990</i>

Registration Notes:

1. A no charge registration was allowed due to incorrect information posted on the original site.
2. A CES discount was used to cover the tuition and the \$100 fee was not collected.

Revenue Summary. The total OAA Tuition Revenue Share for the 2021 reporting period is \$7,822.50 (*Admission Course*) + \$2,990 (*Self-Study Courses*) = \$10,812.50, excluding HST. This is an increase of \$3,272.50 over the previous year (2020 Revenue Share total \$7,540, excluding HST) due primarily to increased Self-Study Course registrations.

5. Looking Ahead

Looking ahead, SCS and OAA will continue to work together and follow the agreed upon annual course renewal process and timetable as outlined in the new agreement, sustainable for both parties.

The online OAA Admission Course is scheduled in the following upcoming terms with the exact dates on the SCS website and registration is open. OAA and SCS will continue to coordinate the timing of Admission Course offerings across OAA's varied formats (post pandemic) to reduce competition and optimize registrations.

- Fall 2021 Term (September 1 to December 31) – one section
- Winter 2022 Term (January 1 to April 30) – two sections.

Developing and maintaining a robust team of OAA-approved instructors, with experience instructing the Admission Course, is an important part of ensuring we have a seamless operation every term. Being pro-active, we are working with OAA to identify and orient additional qualified instructors to expand the instructional talent pool. Working together, we will deepen the bench strength of this team and continue to build a roster of people with requisite skills needed to be an OAA Admission Course instructor: a combination of architectural expertise, teaching ability, excellent communication skills and technical competence. Expanding the OAA approved guest speaker/subject matter expert roster will also ensure the availability of this expertise for the Admission Course.

Building on mutual success to date, SCS would welcome the opportunity to work with OAA on future projects.

In our work together the OAA and SCS achieved what we set out to do, leverage our shared commitment to excellence and innovation in the creation of an engaging online Admission Course. Drawing on the Admission Course we launched eight Self-Study Courses to also serve the continuing education needs of architects. Together we will undertake a new area of focus, supporting practice excellence with the new online FRAP course. By collaborating, we continue to combine the OAA's vision and SCS's expertise in the design and delivery of engaging, rigorous and accessible educational experiences. We look forward to continuing this fruitful collaboration by working together to continually improve the learning experience, broadening our instructor pool and welcoming new learners online.

Appendix A

List of Guest Speakers

Glenn Ackerley
Gerry Conway
Deborah Farrow
James Farrow
Allen Humphries
Christie Mills
Dennis Purcell
Martin Rendl
Charles Simco
Michael Swartz
Mike Seiling

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Barry Cline
Paul Hastings
Natasha Krickhan
Jeffrey Laberge
Agata Mancini
Elaine Mintz
Kristiana Schuhmann
Andrew Thomson

Farida Abu-Bakare
Heather Breeze
Gordon Erskine
Jennifer King
Kathleen Kurtin
Michelle Longlade
Lara J. McKendrick
Deo M. Paquette
Gaganjot Singh
Settimo Vilardi

FOR COUNCIL MEETING

September 23, 2021

(open)

ITEM: 6.8.a

From: Building Committee

Sheena Sharp, Chair
Andrew Thompson
Deo Paquette

Kathleen Kurtin
Gordon Erskine

Date: September 13, 2021

Subject: Update from OAA Building Committee – Reserve Fund Study

Objective: To provide Council with an update on the Reserve Fund Study

As the OAA's building renovation was nearing completion, and in accordance with the OAA's Building Reserve Policy, a decision was made to conduct a building reserve fund study in the second quarter of 2021. This had been purposefully budgeted within the 2021 operating budget.

The intent of the Building Reserve Fund is to provide a source of sustained funding for Capital Maintenance and Repair that cannot be otherwise funded in a single budget year through the OAA's existing annual operating budget for repair and maintenance of the OAA Headquarters.

An RFP process was conducted in order to select and engage an appropriate independent consultant to perform the work. As a result of that process, Keller Engineering was engaged and the work was conducted over the summer months.

On August 25 a draft of the final report, which covers a 30-year horizon, was presented to both the Building Committee and the Budget Committee which included the following:

- All major components of the building in terms of their specified durability, expected lifecycle and replacement value including but not limited to:

- a. Landscaping
 - b. Hardscaping
 - c. Roof
 - d. Solar Panels
 - e. Mechanical Equipment
 - f. Glazing and Curtain Wall
 - g. Opaque exterior building envelope
 - h. Electrical systems
 - i. Interior Finishes
 - j. Elevator
- A detailed plan that captures the above in terms of timing of replacement and yearly funding required to meet those needs.
 - Recommendation of inflation and interest rates to be utilized in the RFS plan.
 - Definitions/explanations regarding when elements are considered faulty or to have failed.

Based on the presentation and discussion that occurred on August 25, there are a few revisions being made to the final report. One area that is still being considered is the maintenance and/or replacement of the OAA elevator. Keller is discussing the options and costs with the third party elevator consultant and will be reporting back to the Building Committee before finalizing the report.

It is anticipated that the final report will be available for the November Council meeting, in the meantime however, the preliminary numbers regarding annual contributions to the OAA capital reserve are being used by the Budget Committee in the drafting of the 2022 budget – the amount for 2022 is approximately \$154,000. The funding plan also anticipates a transfer being made at the close of 2021, dependent on whether a surplus is realized.

This report is intended as an update in anticipation of the final RFS being shared with Council in November.

Action: For information.

Attachments: None