

# OAA 600

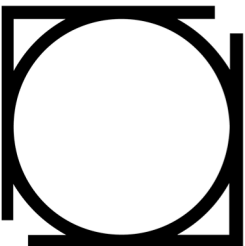
2021 A

Version 1.2, Mar. 2023

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## Standard Form of Contract for Architect's Services

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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:

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- members of the OAA's Practice Resource Committee, and
- various members and interested parties who provided commentary and criticisms since the previous version was published.

## Revision History

Version	Date	Description
1.2	Mar. 2023	Updated cross-reference in Schedule 2 and copyright notice
1.1	Sept. 2022	Grammatical corrections, Schedule 1, Consistency with OAA 800-2021
1.0	June 2022	Original issue

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

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<input type="checkbox"/> Appendix B – Waiver of 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 to the fixed text will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

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# 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, and 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*:

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.2 engaged by the *Client*:

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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 that 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* that could not reasonably have been ascertained prior to commencement of the *Services* by such a 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 ending not less than \_\_\_\_\_ 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*.

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

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for a fee schedule or table, as indicated by the text above it.

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)

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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	( _____ %)



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A20 An administrative charge of \_\_\_\_\_% shall be added to the *Reimbursable Expenses* as noted in GC12.3.

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*:

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 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 plus applicable *Value-Added Taxes*, on account of the *Architect's* fee and agreed upon *Reimbursable Expenses* less any applicable statutory holdback.

A25 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest commencing on the 29<sup>th</sup> 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:

A27 This *Contract* is composed of the following documents, listed in order of priority:

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 The time to be allowed in the Project schedule for Client review of submissions shall be \_\_\_\_ *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*)  
I have authority to bind the *Client*

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

<b>Additional Services</b>	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 3 and Schedule 4 that are contemplated as of the <i>Effective Date</i> .
<b>Adjudication</b>	means construction dispute interim adjudication as specified under the <i>Lien Legislation</i> .
<b>Architect</b>	is the person or entity identified in Article A03 that is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and is licensed to practise in the province or territory of the <i>Place of the Work</i> .
<b>Architects Act</b>	Means the <i>Architects Act</i> , R.S.O. 1990, c A.26 and all regulations thereto, as amended as of the effective date of the <i>Contract</i> .
<b>Background Intellectual Property</b>	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> .
<b>Basic Services</b>	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 2 that are contemplated as of the <i>Effective Date</i> .
<b>Client</b>	is the person or entity identified in Article A02.
<b>Construction Cost</b>	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, contractor's 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> .
<b>Construction Cost Budget</b>	means the <i>Client's</i> budget for the <i>Construction Cost</i> stipulated in Article A06 and <i>Contingency</i> amounts, as amended or adjusted in accordance with this <i>Contract</i> .
<b>Construction Documents</b>	consist of the bidding requirements including instructions to bidders, information available to bidders, bid forms, and attachments, plus the <i>Contract Documents</i> .
<b>Consultant</b>	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> .
<b>Consultant Coordination</b>	means: <ul style="list-style-type: none"> <li>(i) managing the communications among the <i>Architect</i> and all <i>Consultants</i> listed in Article A11, and with the <i>Client</i>;</li> <li>(ii) providing direction as necessary to give effect to all design decisions;</li> <li>(iii) reviewing the services of all <i>Consultants</i> listed in Article A11.1 to assist in identifying conflicts or interferences, and to monitor general compliance with directions</li> <li>(iv) reviewing the instruments of service and other information provided to the <i>Architect</i> by the <i>Client's</i> <i>Consultants</i> listed in Article A11.2 to assist in identifying conflicts or interferences, and to monitor general compliance with directions.</li> </ul>

<b>Contingency</b>	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: (i) escalation <i>Contingency</i> to cover price escalation from the time of an estimate to the time of bidding; (ii) design <i>Contingency</i> for design development factors prior to construction; and (iii) construction <i>Contingency</i> to cover unforeseen changes during construction.
<b>Contract</b>	means 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 and amendments agreed upon between the parties.
<b>Contract Documents</b>	consist of drawings, specifications, schedules, and other documents appropriate to the size and complexity of the <i>Project</i> and amendments agreed upon between the parties, 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> .
<b>Dispute</b>	means a disagreement, controversy, or claim between the parties, arising out of or in connection with this <i>Contract</i> or in respect of any defined legal relationship associated with it or derived from it and includes: <ul style="list-style-type: none"> <li>(i) any failure to reach an agreement where an agreement is required or contemplated under this <i>Contract</i>;</li> <li>(ii) differences between the <i>Architect</i> and the <i>Client</i> as to the interpretation, application, or administration of this <i>Contract</i>;</li> <li>(iii) any failure to agree where agreement between the <i>Architect</i> and the <i>Client</i> is called for; and</li> <li>(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.</li> </ul>
<b>Effective Date</b>	means the date the <i>Contract becomes</i> effective as stipulated in Article A01.
<b>Electronic Documents</b>	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.
<b>Estimate of Construction Cost</b>	is a statement of the approximate total <i>Construction Cost</i> as defined (the accuracy of which depends on the level of detail of the <i>Contract Documents</i> at the time the estimate is prepared), based on current area, volume, or similar conceptual techniques; and includes <i>Contingencies</i> as defined.
<b>Extra Services</b>	are those professional services and responsibilities of the <i>Architect</i> that are not identified as comprising <i>Basic Services</i> or <i>Additional Services</i> (whether or not described in Schedule 2, Schedule 3, or Schedule 4 to the <i>Contract</i> ), and 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.
<b>Force Majeure Event</b>	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> .

<b>Functional Program</b>	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.
<b>General Review</b>	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.
<b>Instruments of Service</b>	are the paper or <i>Electronic Documents</i> that comprise the design, drawings, reports, and specifications 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 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> .
<b>Lien Legislation</b>	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> governing 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> , R.S.O. 1990, c. C.30 and all regulations thereto, as amended as of the <i>Effective Date</i> of the <i>Contract</i> .
<b>Moral Rights</b>	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 <i>Effective Date</i> of the <i>Contract</i> .
<b>Notice in Writing</b>	means a written communication between the parties that is transmitted in accordance with the GC17.1.
<b>Permitted Budget Exceedance</b>	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.
<b>Place of the Work</b>	is the designated site or location of the <i>Work</i> identified in Article A04.
<b>Project</b>	means the total enterprise or endeavour contemplated under Article A04 of which the <i>Work</i> may be the whole or a part.
<b>Project Management Services</b>	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, quality management and control plans for the provision of <i>Services</i> , 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>Project</i> and <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. For greater certainty, Project Management Services do not include delivery and completion of the construction

<p><b>Proper Invoice</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(i) <i>Architect's</i> name, address, and telephone number;</li> <li>(ii) Date of the invoice and the period during which the <i>Services</i>, materials, or related documentation were supplied;</li> <li>(iii) <i>Information identifying the authority under which the Services, materials, or related documentation were supplied;</i></li> <li>(iv) Description, including quantities where appropriate, of the <i>Services</i>, materials, or related documentation that were supplied;</li> <li>(v) Amount payable for the <i>Services</i>, materials, or related documentation that were supplied, and the payment terms;</li> <li>(vi) Name, title, telephone number, and mailing address of the Architect to whom payment is to be sent;</li> <li>(vii) Any additional information specified in Article A23; and</li> <li>(viii) Any additional information specified in the <i>Lien Legislation</i> or its Regulations.</li> </ul>
<p><b>Ready-for-Takeover</b></p>	<p>means when all prerequisites and conditions of ready-for-takeover set out in the form of construction contract stipulated in Article A08.2 have been attained. 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>.</p>
<p><b>Record Drawings</b></p>	<p>means the drawings 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:</p> <ul style="list-style-type: none"> <li>(i) content of as-built drawings, if any, prepared and supplied by the contractor or construction manager; and</li> <li>(ii) changes as a result of site instructions, change orders, change directives, and other written directions given by the <i>Architect</i>.</li> </ul> <p><i>Record Drawings</i> are provided as paper or <i>Electronic Documents</i> unless agreed otherwise</p>
<p><b>Reimbursable Expenses</b></p>	<p>means the actual expenditures incurred by the <i>Architect</i>, and the <i>Architect's Consultants</i> in the interest of the <i>Project</i> in the provision of the <i>Services</i>, supported by invoices, receipts or <i>Proper Invoices</i>. They include, but are not limited to:</p> <ul style="list-style-type: none"> <li>(i) transportation in connection with the <i>Project</i> for authorized travel (e.g. for transportation, lodging and meals);</li> <li>(ii) communication and shipping (e.g. for long-distance telephone calls and facsimile messages, courier service, postage, and electronic conveyances);</li> <li>(iii) reproduction of <i>Instruments of Service</i>, photographs, reports, and other documents in excess of one printed or electronic copy of each;</li> <li>(iv) web-based project management services, specifically requested by the <i>Client</i>;</li> <li>(v) fees, levies, duties, or taxes for permits, licences, or approvals from authorities having jurisdiction;</li> <li>(vi) 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>;</li> <li>(vii) fees for <i>Project</i>-specific collaborative software or software subscriptions requested by the <i>Client</i>; and</li> <li>(viii) other <i>Project</i>-related expenses approved by the <i>Client</i> in writing prior to expenditure.</li> </ul>

<b>Services</b>	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> .
<b>Standard of Care</b>	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.
<b>Substantial Performance of the Work</b>	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, when the <i>Work</i> is ready for the purpose intended.
<b>Toxic or Hazardous Substances</b>	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. For clarity, material designated as excess soils or regulated by excess soils legislation is not included as <i>Toxic or Hazardous Substances</i> .
<b>Value-Added Taxes</b>	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.
<b>Work</b>	means the total construction and related services required by the <i>Contract Documents</i> .
<b>Working Day</b>	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.



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# 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* that 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 judgement 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 judgement 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*;

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- .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 unless agreed otherwise in writing, 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 licensed in the jurisdiction of the *Place of the Work* when 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 in addition to the *Basic 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. 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 Functional Program* 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, or *Client's Consultants*;

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- .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, bylaws, 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;
  - .5 caused by an interpretation or change in interpretation by the authorities having jurisdiction that differs from the *Architect's* reasonable interpretation of statutes, regulations, codes, bylaws, 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 that 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, or 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 that 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
  - .14 made necessary as a result of any failure of a *Client's Consultant* to coordinate performance of their services with that of other *Client's Consultants* or to provide information and documents to the *Architect* or other *Consultants* in a timely manner.

## **GC05 CLIENT'S RESPONSIBILITIES**

- 5.1 The *Client* shall provide a *Functional Program* at the commencement of the *Project* or where a *Functional Program* 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*.

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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*;
- .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 information provided by the *Client*, the *Instruments of Service*, or 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 unless agreed otherwise in writing, 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 judgement with respect to the *Services*;
- .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*; *and*.
- .12 require all *Consultants* engaged by the *Client* to coordinate performance of their services with those of other *Client's* *Consultants* and to provide information and documents to the *Architect* and other *Consultants* in a timely manner.

## **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*.

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- 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.
- 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.

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## **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;
  - .6 have the authority to reject *Work* that 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* that 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 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 (WSIB), 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 licence from the *Architect*.
- 8.3 The *Client* affirms they are the copyright owner or they have 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.

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- 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*;
  - .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 licence 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, remobilization, 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.

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- 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 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
- 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 it reasonably believes to be current and accurate.



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- 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 bylaws governing the performance of work;
  - .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 the *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 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.

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## GC10 SUSPENSION OF THE ARCHITECT'S SERVICES

- 10.1 If the *Client* lacks the financial ability, the authority to proceed, or otherwise desires to suspend the *Project*, the *Client* shall give 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 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 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* that 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 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* or otherwise for non-payment of the *Architect's Proper Invoices* by the *Client*.

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## 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 year from the date of *Ready-for-Takeover*, or
  - .4 one year from the date of completion of the *Work*.
- 11.2 This *Contract* may be terminated by either party upon not less than seven 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 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 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 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 60 days by either party, the *Contract* may be terminated by the *Architect* upon at least seven 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 days' *Notice in Writing* to the *Client*.
- 11.7 This *Contract* may be terminated by the *Architect* upon at least seven days' *Notice in Writing* to the *Client* under GC01.1.10 in the event that the *Client* fails to accept the *Architect's* professional judgement 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 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.

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## **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.
- 12.3 The *Client* shall pay the *Architect* for all *Reimbursable Expenses* plus an administrative charge as identified in Article A20. *Reimbursable Expenses* shall be included in the *Architect's Proper Invoices*, with supporting invoices, receipts, or other documentation where applicable.
- 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 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*.

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- 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 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 seven 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 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 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 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 that is the subject of *Dispute* under the *Contract*, the date on which a final resolution of the *Dispute* is achieved.

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- 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 *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*, and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the *Architect* and its *Consultants* to the extent such 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 of *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 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.

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## **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, registered mail, or email with proof of delivery. Use of social media apps or other messaging 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, a member of the firm, or an officer of the corporation for whom they are intended, by hand or by registered post. If sent by regular post, *Notices in Writing* are considered to have been delivered five *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 if such day is not a *Working Day* or if it is received after the end of normal business hours at the place of receipt on the date of its transmission, 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.
- 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.