Ontario Association of Architects

GUIDE for

Standard Contract between Architect and Consultant

OAA 900-2014 with Amendments to October 1, 2019

Introduction

This guide is provided to assist users in completing the contracts and to give users a better understanding of some of the more important parts of the documents. The OAA 900 is provided at no cost as a convenience to OAA members and to encourage the consistent use of standard contracts.

The guide information applies equally to the OAA 901 for Licensed Technologists OAA.

OAA 900 has been amended to take into account the changes required by the *Construction Act* R.S.O. 1990, c.30, which came into effect on July 1, 2018 and the changes required by the *Construction Act* for prompt payment and adjudication, which came into effect October 1, 2019. The changes in the contract for the July 1, 2018 amendments are identified in the amended version in red. The contract amendments for October 1, 2019 are identified in red in the amended version, and by a vertical bar along the right side of the margin.

OAA 900-2014 and OAA 901-2014 with the July 1, 2018 Amendments are applicable where either the *Construction Act* in effect as of July 1, 2018 or the *Construction Lien Act* in effect prior to July 1, 2018 apply.

OAA 900-2014 and OAA 901-2014 with Amendments to October 1, 2019 are applicable where the *Construction Act* is in effect as of October 1, 2019. Note: See Instructions and Commentary for OAA 600-2013 for effective dates of the *Construction Act.*

Where additional substantive editorial changes to the contract were made, these are indicated in red, and by a vertical bar along the right side of the margin.

Significant changes to the blue text of the guide are indicated by a vertical bar along the right side of the margin.

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Basis of the OAA 900 Contract

The basis of the OAA 900 contract is that a consultant provides services to an architect, for the consultant's portion of the project, to the same extent that the architect is providing services to the architect's client in the client/architect contract (*Prime Contract*) and under the same terms and conditions. A copy of this *Prime Contract* is attached to and forms part of the OAA 900 architect/consultant contract.

The OAA 900 is not a standalone contract and it is not appropriate to use the OAA 900 without a *Prime Contract* attached.

The *Prime Contract* must contain appropriate terms and conditions and a description of the scope of services that the architect provides to the client. The OAA 900 should not need to contain many additional terms and conditions or a detailed description of a consultant's services where an appropriate *Prime Contract* is used, such as OAA 600-2013 with the applicable amendments.

Where the client/architect contract is a custom contract prepared by the client's legal counsel or has extensive supplementary conditions that modify an OAA 600, the terms for the architect may be more onerous or less balanced. If architects elect to accept conditions that are in some way more onerous, they should have all consultants that they engage in the same boat – having the same terms and conditions. The worst situation would be for the architect to have agreed to special conditions in the client contract – such as providing CAD drawings, a higher than normal number of site visits, waiving of copyright or increased liability – but did not have these same requirements in their contracts with consultants, or to have a consultant with liability limited to the amount of the consultants' fees.

The use of standard contracts will minimize these potential situations.

The applicable OAA 900-2014 version (with 2018 or 2019 amendments) should be coordinated with the same appropriate version of OAA 600-2013 (with 2018 or 2019 amendments).

Where the Client Engages Consultants Directly

Where the client engages some or all of the consultants directly, architects should consider the following:

- Are the terms consistent with the terms of your *Prime Contract* as required in OAA 600-2013 GC4.4.5?
- Do the consultants have appropriate professional liability insurance as required in OAA 600-2013 GC4.4.6?
- Did you receive a copy of the contracts so that the services and terms and conditions can be coordinated?
- Are the consultants listed in the client/architect contract or is the architect providing *Consultant Coordination* for them and, if so, is the architect's fee for coordination sufficient? (Refer to RAIC Fee Guide).

Letter Agreements

Architects who use a letter proposal with fees and only a brief description of services, such as "design and drawings for permit and construction," may believe it is better to have a more detailed list of services for their consultant(s) than they have in their client/architect agreement letter.

In a situation of dispute, the architect can point to the list and confirm certain things were required. On the other hand, a long list tends to give the impression that anything not on the list is excluded. Language such as "including but not limited to:" is not always an effective solution. An omnibus simple description in an architect's letter agreement may be considered to encompass 'anything' that is required; whereas, a long

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detailed list for the consultant may not. In such a case, a claim against an architect may be successful without providing the architect the ability to claim from the consultant.

Again, the advice is to use standard contracts.

Which Consultants is the OAA 900 Appropriate for?

Traditional Consultants

The OAA 900 is primarily for architects to contract with the traditional engineering consultants on a building project (structural, mechanical, and electrical) to provide part of the professional services. Other consultants may include civil engineers, acoustic engineers, landscape architects or interior designers.

Miscellaneous Consultants

In situations where the consultants are not professionals, do not carry professional liability insurance or are not specifically involved in design for a portion of the project, the OAA 900 may not be appropriate. Such consultants may include:

- project managers;
- programmers;
- CAD or BIM technologists;
- model makers, renderers, and photographers;
- movers or furniture system installers; and
- testing or inspection companies [this can be considered construction].

Consult your own legal counsel and consider a different form of contract.

Consultant is Another Architect

The OAA 900 is also appropriate if the *Consultant* is another Architect or a Licensed Technologist OAA and the full services to the *Client* are described in the *Prime Contract.* It is critical to identify the *Consultant*'s *Portion of the Project* or if there is no such appropriate split in the project – the sharing and division of services must be defined to avoid misunderstandings and disputes.

Owner's Specialist Consultants

The OAA 900 is not intended for use for owner's specialist consultants including geotechnical, survey, or hazardous materials specialists. Contracts for these services are intended to be direct with the owner as described in OAA 600 GC4.3.

Non-Standard Scenarios

With non-standard scenarios such as public/private partnerships (P3s) or other design/build/own/operate procurement methods, the contractual arrangements can be quite complicated at times, with the architect having to agree to their client's "prime contract," which may originate from the entity providing the financial basis for construction. Using the OAA 900 and attaching a complicated *Prime Contract* requires careful review and legal advice in order for the contracts to be properly coordinated.

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Consultant's Services and 'Consultants Portion of the Work'.

The services the architect provides to the client are defined by their description in the architect's *Prime Contract* and include the services of any consultants retained by the architect. Normally, the consultant provides all the same 'services' (e.g. design, drawings, tender, permit and construction phase services), but only for a 'portion' (e.g. the structural, electrical, civil or landscaping portion) of the project.

Misunderstandings between an architect and a consultant can be a question of who is responsible for a particular portion rather than what services are required for it. The space for the *Consultant's Portion of the Work* (GC20) is the location to clarify what is included or excluded. An architect may have had a successful relationship, over several years and many projects, with particular consultants and does not feel the need for anything more than "Electrical" but additional clarification is seldom a bad idea. A discussion and list of what is included and any items that are particularly not included may assist in coming to a mutual understanding.

It is important to have a mutual understanding of services to be provided, to know which consultant is responsible for what portions of the project, to have no gaps in the scopes of work, and to record it.

Schedules

OAA members may be familiar with the *Schedules of Consultant's Services and Deliverables* provided with the RAIC DOCUMENT NINE – 2007 Canadian Standard Form of Contract Between Architect and Consultant. These optional inclusions for RAIC NINE are not included as part of OAA 900 as they are not considered necessary where an appropriate *Prime Contract* is used, such as OAA 600-2013. Most items of service for what the consultant must do are actually described as Basic Services in OAA 600-2013 GC2.1., such as participate in preliminary analysis of the client's requirements, provision of written information and preliminary drawings, schematics, line diagrams etc. for Schematic Design and Design Development stages and as Additional Services listed in OAA 600-2013 GC3.1, such as services for Multiple Bid packages or a project with Multiple Phases.

Architects may wish to develop their own lists for particular items or types of consultants that they want to confirm are included based on their own experiences. These can be used for negotiating the agreement or to include as a list attached to the contract. One must be careful not to take away from services described in the OAA 600 Scope of Services.

General Review

Where services during construction and for *General Review* are part of the scope of services, they will be identified in the *Prime Contract;* the *Consultant* is required to do likewise for their services. The 'Standards' and minimum requirements for *General Review* for architects are set out in Regulation 27 of the *Architects Act*. Standards and Guidelines for Engineers are not identical. It is important that all consultants understand the full extent and terminology of all of the services required in the Construction Phase of the *Prime Contract*.

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Commentary

General

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

Any amendments to the OAA 900 contract such as revised wording, deletions or additions should be documented in GC22 Other Terms of Contract and if necessary with an attached document such as a Schedule or Appendix that is referenced and identified in GC21 as being attached to and forming part of the contract. Alternatively or for minor changes, hard copies of the contract can be amended by hand and initialled by both parties. Again, legal advice is recommended.

Consistency between the client/architect contract and the architect/consultant contract is essential.

Contract Clauses Commentary

The full contract is reproduced in the following pages with commentary in larger blue text. The commentary is intended as assistance and guidance to users, and is not a complete or comprehensive analysis. It is simply impossible to anticipate all circumstances. The commentary is not intended to provide or replace advice from your own legal counsel.

Check boxes (shown below) are included to indicate that information is provided in an attached document (such as a Schedule or Appendix) instead of included in the text box itself. Normally, this would be because the information is too lengthy to fit in the text box. Where this method is used, ensure that any attachment is identified in GC21.

Per Prime Contract

☑ Refer to GC21 for attached document.

Refer also to the Instructions & Commentary for the OAA 600-2013 for general information about saving copies of the pdfs, Locking Form Fields, etc.

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Instructions

Ontario Association of Architects

Standard Contract between Architect and Consultant

OAA 900-2014 with Amendments to October 1, 2019

FOR

Lock Form Fields

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AGREEMENT

A1 The *Consultant* and the *Architect* agree to the following terms and conditions as of: October 1, 2019.

Enter the effective date of the contract. It does not have to be the actual date that the contract is prepared or signed. Services should not be provided prior to this date.

A2 *Consultant*: (name and address)

Engineer Inc.
Street
City, Prov.
Postal Code

Architect: (name and address)

ABC Architect
Street
City, Prov.
Postal Code

Use the correct business names and addresses (Certificate of Practice name for the Architect).

A3 The *Consultant's* discipline is Mechanical engineering

A4 The name of the *Project* is: Project Name

A5 The name of the *Architect's Client* is: Client's name

A3, A4, and A5 above is simple identification of the type of consulting services to be provided (e.g. Electrical Engineering), the name of *Project* and the name of *Client*. For clarity and consistency, use the same names that are used in the *Prime Contract*.

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

As stated the terms and conditions of the *Prime Contract* apply to the contract between the *Architect* and the *Consultant*. The OAA 900 is not intended to be a stand-alone contract; it relies upon the terms and conditions and description/scope of services of the client/architect contract.

Clause A6 does not allow for options – it requires a copy of the *Prime Contract* to be attached, which is recorded with the appropriate references to date, etc., in GC21 as an attached document. Remember to remove or redact the commercial clauses from the prime agreement prior to attaching to the consultant agreement.

Attachments to the *Prime Contract* must also be included. These may include an owner's Program of Requirements or even an RFP. To keep to the principle to not provide separate conditions or information in the architect/consultant contract that limits or reduces the *Consultants'* responsibilities to less than that of the *Architect,* the RFP or Program of Requirements should only be included if they form part of the client/architect contract.

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

Per Prime Contract

☐ Refer to GC21 for attached document.

The *Consultant* needs to be aware of what other *Consultants* are involved in the *Project* whether engaged by the *Architect* or by the *Client*. This only needs to be completed if the other *Consultants* are not clearly indicated in the *Prime Contract*. If they are, insert "Per *Prime Contract*".

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

N/A

☐ Refer to GC21 for attached document.

List sub-consultants providing part of the *Consultant's* services. The *Architect* needs to be aware if any of the services for this contract are being done by an individual or entity other than the *Consultant* such as specialty lighting designer or storm water management consultant.

Fees and Payment

July 1, 2018 Version

A9 The *Architect* shall pay the *Consultant's* fees and reimbursable expenses plus value added tax (HST) subject to holdback required by the *Construction Lien Act* (Ontario) (or the *Construction Act* (Ontario) as applicable) promptly after the *Architect* is paid by the *Client* under the *Prime Contract*.

Note that Article A9 is the only amendment made to OAA 900-2014 in July 1, 2018 to take into account the changes required by the *Construction Act* R.S.O. 1990 c.30

A9 is written to be compatible with either the *Construction Lien Act* or *the Construction Act* depending on which version of OAA 600-2013 is applicable in keeping with the transition rules of the *Construction Act*.

If the prime contract is OAA 600-2013 with the July 1, 2018 amendments, Article 18 of that contract provides for payment of accrued holdback on the specified completed design phase(s).

If the prime contract is OAA 600-2013 without the July 1, 2018 amendments, General Condition GC11.10 deems the contract to be split for the purposes of release of holdback and that same condition applies to the consultant/architect contract

In either case, Article A9 includes a provision that has been called "pay when paid," which can bring concern to parties where they have not developed a working relationship and trust.

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October 1, 2019 Version

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

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

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

A9 has been further amended for coordination with the provisions for prompt payment in the *Construction Act.*

In the event that the *Client* fails to pay a *Proper Invoice* in accordance with the requirements for prompt payment under the *Construction Act*, it is recommended that the *Architect* give careful consideration to the implications and obtain legal counsel for advice. Non-payment by the *Client* may also impact the *Architect*'s obligation to pay *Consultants*. The *Construction Act* replaces "pay when paid" with "pay or commit to adjudicate". In all scenarios, the terms and conditions of prompt payment and adjudication under the *Construction Act* govern and cannot be contracted out of.

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

A10 has been amended in the October 2019 version to coordinate with the provisions for prompt payment in the *Construction Act.*

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

☐ Refer to GC21 for attached document:

Describe the fee, including any formulae for calculation.

The fee or method of calculating fees and expenses must be clearly defined. Refer also to comments in the *Instruction and Commentary for OAA 600-2013.*

Consider:

For an hourly rates fee, include applicable rates for all personnel, including principals. It is useful to have this established even with fixed or percentage fee in case hourly rates are needed at some time during the project.

For a percentage fee, include a formula for calculating the fee – normally based on the value of the *Construction Cost* of the *Consultants Portion of the Work.* Where this type of fee is used, inclusions or exclusions from the *Consultants Portion of the Work* are very important.

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

☐ Refer to GC21 for attached document:

Insert such provisions of invoicing and payment as may apply that differ from payment provisions in the *Prime Contract*, including timing and frequency of billing, manner and procedures for invoicing, conditions, progressive invoicing, and interest on unpaid invoices.

Phases for engineers typically differ from those of architects as they often include detailed design and construction documents together. Verify the percentages of total fee by phase (e.g., design, documentation, etc.) prior to commencing billing.

However, any changes to the provisions of the *Prime Contract* must adhere to the requirements for prompt payment and adjudication in the *Construction Act*.

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GENERAL CONDITIONS

GC1 **Definitions:** Terms used in this contract shall have the same meaning as terms defined in the OAA 600-2013.

Standard defined terms plus two additional terms (*Consultants Portion of the Project* and the *Prime Contract)* are capitalized and appear in italics. Unless the OAA 900-2014 is modified by the users, the definitions of OAA 600-2013 apply to the OAA 900-2014 contract.

GC2 **Representatives:** The *Architect* and the *Consultant* shall not replace its representative or key personnel where so identified without the approval of the other party, which approval shall not unreasonably be withheld.

This is self-explanatory, but note that "where identified" applies only if the specific personnel are listed in this contract or any other written agreement. If it is important to either party that certain individuals not be reassigned off the project, then this can be included as part of GC22 Other Terms of Contract.

GC3 **Communications:** The *Architect* shall establish the protocol for the exchange of information and communications. Except as agreed otherwise, all communications between the *Consultant* and the *Architect's Client*, contractors, or other *Consultants* for the *Project* shall be forwarded through the *Architect*.

At an initial team meeting, the *Architect* should set out any protocol for correspondence, information exchanges of drawings, etc. (e.g. direct communication between *Consultants* is acceptable provided that the *Architect* is copied). In the absence of other specific direction regarding the flow of communications, GC3 states that all correspondence must go through the *Architect*.

Coordination

GC4 The *Consultant* shall coordinate all aspects of its design for the *Consultant's Portion of the Work* with the designs by the *Architect* and other *Consultants* as necessary for the proper coordination of the *Project*.

The *Architect* in the standard OAA contracts is the coordinator of *Consultants* and *Coordination* is defined, but the *Consultants* must also do coordination of their designs with other inter-related *Consultants*. (refer also to OAA Practice Tip PT.27, OAA 600-2013, Definitions & GC1.1.6)

GC5 Without obligation or liability, the *Architect* will notify the *Consultant* if the *Architect* becomes aware of any errors, omissions or inconsistencies in the *Consultant's* documents.

GC6 The *Consultant* shall ascertain the requirements for the *Consultant's Portion of the Work* for the *Project* and shall bring to the attention of the *Architect* any conflict, error, inconsistency or omission the *Consultant* may discover in the *Architect's* documents.

GC7 The *Consultant* shall recommend to the *Architect* investigations, surveys, tests, analyses, reports and the services of other consultants not within the scope of the *Consultant's* services that should be obtained for the proper execution of the *Consultant's* services or that may be reasonably needed for the *Project*. The *Architect* shall request that the *Client* furnish the information or services.

Timeliness

GC8 The *Consultant's* services shall be performed expeditiously for the orderly progress of the *Project* and in a manner, sequence and timing so that the services will be coordinated with those of the *Architect* and other *Consultants* for the *Project*.

GC8 is a simple, self-explanatory requirement. Best practices for the *Architect* and the *Consultant(s)* would be to develop a schedule and /or work breakdown for the *Project* with timing of deliverables, permit applications, and other identified milestones to which everyone would adhere as noted in GC9.

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GC9 Upon request of the *Consultant* or the *Architect*, they shall jointly prepare a schedule for the performance of the *Consultant's* services and submission of the *Consultant's Proper Invoices*. Once agreed by the *Architect*, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the *Consultant* or the *Architect*.

GC9 has been amended in the October 1, 2019 version to coordinate with the provisions of prompt payment in the *Construction Act*.

Termination

GC10 If the *Prime Contract* is suspended or terminated by either the *Client* or the *Architect*, the *Architect* may suspend or terminate this contract under the same conditions and notification as the *Prime Contract* and shall notify the *Consultant* in writing.

In this situation, it would be prudent practice to notify the *Consultant* of suspension or termination of the architect/consultant contract(s). The conditions and timing (e.g. 7 days) for notification would be per the *Prime Contract*.

GC11 This contract may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination.

Budget, Estimates and Construction Cost

GC12 The *Consultant* shall cooperate with the *Architect* in determining the share of the budget for the *Construction Cost* of the *Project* to be allocated to the *Consultant's Portion of the Work*.

The construction value of the *Consultants Portion of the Work* (GC20) will have a direct or indirect relationship with the *Consultant's* fee.

GC13 The *Consultant* shall participate in all services relating to the budget for *Construction Cost* and the *Estimate of Construction Cost* in accordance with the *Prime Contract*.

The requirements for these services are well described in OAA 600-2103.

Insurance & Liability

GC14 The *Consultant* shall obtain and maintain at its own cost insurance of the types and limits and for the same periods as required for the *Architect* under the *Prime Contract* unless specific alternative insurance requirements are recorded in GC22 Other Terms of Contract.

The default is for the *Consultant* to carry at least the same insurance protection as required of the *Architect*.

GC15 Where paragraph GC14 does not apply, the professional liability insurance limits maintained by the *Consultant* shall be not less than $1,000,000 per claim and $2,000,000 annual aggregate with defence costs in addition to the limits; covering claims arising from errors, omissions or negligent acts of the *Consultant* in the performance of professional services under this contract. These limits shall be maintained for a minimum of two (2) years after either the date of *Substantial Performance of the Work*, or termination of this contract, whichever shall be later.

If there are no insurance requirements for the *Architect* spelled out in the *Prime Contract* and there are no separate insurance requirements for the *Consultant* agreed and put in writing (in GC22), then this clause states the minimum requirements for the *Consultant*.

GC16 The *Consultant* shall verify to the *Architect* the annual renewal of the required insurance.

GC17 Where a single policy of insurance includes both the *Architect* and *Consultant* as insured, the *Consultant* agrees to pay its share of any deductible required to be paid by the insured in accord with any determination, by settlement or adjudication, of responsibility for damages or costs.

GC18 The *Architect* shall be entitled to rely on the accuracy and completeness of the services and information furnished by the *Consultant*.

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Consultant's Scope of Services

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

☐ Refer to GC21 for attached document:

Describe any variations to, or limitations on, the scope of services as described in the *Prime Contract* which affect the *Consultant's* services under this contract.

The Basic and Additional Services that the *Architect* provides the *Client* will be spelled out in the *Prime Contract* (e.g. in the check-off schedules GC2.1 and 3.1 in the OAA 600-2013). The OAA 900 states that the *Consultant* will be providing, for their portion of the work, the same services to the *Architect* which would include: preliminary analysis, confirmation of the budget, cost estimates, assistance with bidding, obtaining a permit, and reviews during construction if these are included in the *Prime Contract*.

GC19 is used to delineate what, if anything, is at variance with the *Prime Contract*. These could be items the *Architect* provides as services to the client but are excluded from the *Consultant's* services (such as estimating) or could be items that are not specifically noted in the *Prime Contract* that the *Architect* wants to define as a requirement of the *Consultant* such as attendance at systems testing, number of copies of documents or review submissions.

Consultant's Portion of the Work

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

☐ Refer to GC21 for attached document:

Describe the parts of the building or facility that is the *Consultant's Portion of the Work* (e.g. Division 23 Heating, Ventilating, and Air Conditioning (HVAC)).

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The *Architect* has a contract to provide professional services to the *Client* related to the entire *Work*. The *Consultant* will be providing a part of these services to the *Architect*. There is a part or portion of the building/facility or *Work* to which the *Consultant*'s services specifically apply, such as electrical, structural or landscaping. It is this specific part that item GC20 is identifying as the *Consultant*'s *Portion of the Work.* This should be used to clarify scope items for included versus not included items which can often be in question such as:

- telephone systems;
- low-voltage wiring and control systems;
- data systems;
- security systems;
- reinforced masonry;
- miscellaneous metal;
- architectural concrete;
- louvres;
- energy monitoring systems;
- ornamental steel;
- stairs and railings;
- structural glass guards;
- building control systems; and
- reinforced masonry.

Additional Documents

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

- *Prime Contract* – identify by date, number of pages etc.

It is important to define what documents make up this contract. A copy of the *Prime Contract* must be attached in order to make the OAA 900-2014 contract effective as referred to in Article A6. Some items, such as the contract price, may be redacted.

List any other documents that are attached to form part of this contract including where text does not fit into the text boxes provided and an attachment is necessary.

Other items that the architect may want to include here are the Certificate of Liability Insurance and the WSIB clearance certificate.

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Other Terms of Contract

GC22 The *Consultant* and the *Architect* agree as set forth to the following other terms:

Modifications, additions or other requirements if not identified elsewhere in the contract are incorporated via GC22. These could include:

- requirements for attending meetings with the Client and others
- requirements for scheduling and approvals
- limits to Construction Cost or time of performance
- deliverables
- additional requirements for a Proper Invoice such as the Client's and Architect's project numbers

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

. .....	. .....
CONSULTANT *(Signature)*	**ARCHITECT** *(Signature)*
. .....	. .....
(Printed name and title)	*(Printed name and title)*

****

The contract provides for the use of electronic signatures.

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