

# INSTRUCTIONS FOR COMPLETING “THE ONTARIO ASSOCIATION OF ARCHITECTS STANDARD FORM OF CONTRACT FOR ARCHITECT’S SERVICES, DOCUMENT 600, 2008”

## GENERAL

1. Download Document 600, Schedule A and B and the Commentary on Document 600 from the OAA Web site.
2. Read the Commentary.
3. Review the Schedules and select which you will use. In the alternative, develop your own schedule, reviewing it carefully to ascertain that it fairly describes the services of the *architect* and the responsibilities of the client, such that both parties understand their respective duties and responsibilities under the contract.
4. Coordinate the *architect's* services with those described in the client/contractor contract and if your services include *general review* and contract administration during construction. The Role of the Consultant contained in CCDC 2, 2008 construction contract has been co-ordinated with Document 600 subject to the inclusion of the OAA Recommended Supplementary Conditions.
5. Complete filling out the contract.
6. Discuss the contract terms and conditions as well as the schedules with the client in sufficient detail to reach mutual understanding.
7. If there are significant revisions to the terms and conditions seek advice from your legal counsel and insurer.
8. Finalize the contract for signature and arrange for your client and you to have signed copies for your records.

## COVER

Enter project name and/number. In space allocated.

## AGREEMENT

- A1 Enter the operative date of the contract.
- A2 Enter the legal name and address of the client to which legal notices will be sent in respect of this contract.
- A3 Enter the legal name and address of the *architect* to which legal notices will be sent in respect of this contract.
- A4 Enter a detailed description of the *project* and its characteristics.
- A5 Enter the client's combined estimate of the *construction cost*, construction contingencies and GST, or if there is no client's combined estimate, enter an amount agreed to by the client and the *architect* as representing the combined estimate.
- A6 Enter the anticipated form of construction contract upon which the architectural services and fees are based.
- A7 Enter the title of schedule or schedules which describe(s) the scope of services to be provided by the *architect*.
- A8 Enter the title of schedule or schedules, which describe(s) the additional responsibilities of the client
- A9 Identify by name and discipline the *consultants* engaged directly by the *architect* and by the client. If none state N/A.
- A10 Enter the fees relative to the scheduled services (refer to the Commentary on Document 600 for details and examples of fee structures. Ensure that the fees entered co-relate to the scheduled services as recommended in the Commentary.
- A11 Enter the mark up on administration of *reimbursable expenses*.
- A12 Enter the kilometric rate for automobile use in respect of the *project*. If the rate applies only for kilometres beyond a specified distance from the *architect's* office, state so.
- A13 Enter the retaining fee and amount of advance payment if applicable.
- A14 State here if invoices are to be issued other than monthly.

- A15 Enter the amount of interest to be charged on overdue accounts and the commencement of the applicable charge period.
- A16 If the prevailing language is English, leave the article as written. If the prevailing language is French, delete “English” and substitute “French”.
- A17 Check articles A2 and A3 to ensure that the appropriate information has been entered for addresses for official notices.
- A18 Enter terms and conditions that differ from the standard text in the contract if any. Review as necessary with legal counsel and insurer prior to signing the contract.

**SIGNING**

Ensure that those signing the contract have the authority to commit and that the signatures are appropriately witnessed. Where appropriate, a copy of the resolution authorizing an individual to act on behalf of a firm or entity should be attached.

**Schedule A**

- Enter the fee class (as recommended in the Commentary) in the columns headed, “Architect’s Services: Fee Class” for every service that the *architect* will be providing under the contract. Ensure that the fee classes are coordinated with article A10 of the contract.
- Check the services that the *architect* is NOT providing under either the Client’s Responsibility or N/A column, whichever is applicable.
- With regard to the *architect’s* services related to the “Evaluation of Extensive Claims”, this is an *additional service* and the fee should be calculated based on hourly rates (F4) or alternatively a factor times direct personal expense (F5.)

It is not possible to anticipate and calculate an approximate fee in situations when the amount of services required are unknown and depend on factors beyond the control of the *architect*.

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

“Extensive” relates to the concept of an enlargement in scope or operation.

Numerous *architects* have encountered financial losses during the construction phase contract administration due to the contractual obligation under the Client/*Architect* contract and/or the Owner/Contractor Contract to make findings with regard to a larger claim or larger number of claims. It is not only impossible but also unreasonable to expect an *architect* to calculate a fair and reasonable fee for services which are indefinable and can vary, for example, from a small number of hours to hundreds of hours of professional input.

The OAA Recommended Supplementary Condition to paragraph 2.2.11 of CCDC 2, 2008 version states:

“The Consultant’s obligation to make findings on a larger claim or larger number of claims is subject to the terms and conditions of the Owner/Consultant agreement”

and requires co-ordination with the Architect/Client contract as explained above.

A similar rationale holds true in the case of services required for:

- “Consultation Services in regard to Replacement of Damaged Work”
- “Services Necessitated by Default of Client or Contractor”

	ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
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