



BULLETIN 67: TERMS OF ENGAGEMENT

JUNE 1998 (REVISED FEBRUARY 2007)

(This revision updates the first edition, reflecting recent developments in hosting of national documents; AIBC Bulletin 90; and occasional minor wording amendments. Substantively new content is flagged by sidebar.)

The AIBC Council, at its May 20, 1998 meeting, approved these motions, resolving that AIBC Council:

- A) strongly reinforce Bylaws 28 and 34.16's importance to the best interests of both the public and the profession, and communicate this information to members, firms, clients, and authorities having jurisdiction;
- B) *rule* that each (i) proposal for architectural services and (ii) client-architect agreement contain the statement that it "is in compliance with the AIBC Bylaws, including especially (but not limited to) Bylaw 28: Professional Engagement and Bylaw 34.16: Tariff of Fees for Architectural Services, and the Code of Ethics";
- C) *rule* that each commission for architectural services requires a written agreement, executed prior to the architect's commencing work; and
- D) remind members that AIBC will continue to vigorously and fairly investigate complaints against apparent offenders of the foregoing bylaws and rules.

Further to the motions above, Bylaws 28 and 34.16 are reproduced below (*italics added for emphasis*):

- Bylaw 28.0 The Architect's professional services *shall* be engaged subject to the following conditions:
- Bylaw 28.1 Services, responsibilities and General Conditions *shall* be based upon and generally consistent with those described in the most recent edition of the "Canadian Standard Form of Agreement between Client and Architect", or such other form of agreement as Council may approve.
- Bylaw 28.2 Certification as to construction performance and as to payment therefore *requires* such general review of the Work *as the Architect deems necessary*.
- Bylaw 28.3 All drawings, specifications, models and documents prepared by the Architect as instruments of service *shall* remain the Architect's property, the copyright in the same being reserved to the Architect in the first instance. As a precondition of their use, all fees and reimbursable expenses due the Architect *are* to be paid.

Bylaw 34.16 Except when providing “pro bono” services or services on a contingency basis, or as approved by Council, an architect *shall* provide services and receive fees in substantial accord with the Tariff of Fees for Architectural Services.

Council directed that further rules and commentary for inclusion within the AIBC Code of Ethics be developed, especially regarding appropriate/ permissible responses to proposal calls (*cf.* AIBC Bulletin 64). The following advice is provided:

- i) The Canadian Standard Form of Contract between Client and Architect (RAIC Document 6) is the standard; sets the scope of services expected; and is compatible with the national, industry standard stipulated sum construction contract (CCDC-2) and the endorsed “Letters of Assurance” in BC’s Building Code system. Its schedule of services is also the foundation of the AIBC’s Tariff of Fees for Architectural Services, established under Bylaw 29 and the reference point for Bylaw 34.16. Its schedule of services is consistent with AIBC Bulletin 90: Minimum Acceptable Scope of Architectural Services.
- ii) There are other, endorsed client/architect forms of contract, including AIBC Document 6C (for use on projects characterized by the separate engagement of architects and engineers); AIBC Document 8C (short form); National Document 15 (between design/builder and consultant); and those supplementary conditions in place for health care projects (AIBC Document 6C-H) and for the BCHMC. As well, there are other, endorsed and compatible forms of construction contract, including CCDC-3 (Cost Plus); National Document 14 (between Owner and Design/Builder); and CCDC-18 (Civil Works).
- iii) It is not mandatory that each commission comprise “full services”. The Tariff does contemplate both “additional” and “partial” services. Architects (and their clients) are cautioned, however, **against** the provision of unacceptable, marginal or compromised levels of services. (*cf.* AIBC Bulletin 90)

Members are also reminded to review Bylaws 34.9, 34.10, 34.11 and 34.16 (with their corresponding Code of Ethics components), in that a project’s delivery mode (e.g. design-build; P3; or traditional) is not material. Architects are prohibited from providing service on a speculative basis; from participating in unauthorized competitions; and from making proposals or agreements for combinations of services and fees which are not in substantial accord with the Tariff, on any size or type of project or delivery mode.

Regarding **Motions (B) and (C)** above, these are **rules**, reinforcing (respectively) client awareness of professional obligations (under Bylaws 28 and 34.16) along with the need to articulate mutual understandings before commencing services (*cf.* Bylaw 34.10), that being very much a matter of consumer protection as well as being of benefit to the architect.

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