



ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

AIBC – DOCUMENT 8C – 2021

Standard Short Form Contract Between *Client* and *Consultant*

Contract between Client and Consultant made as of:

AGREEMENT: The *Client* and *Consultant* agree to the following terms, Definitions and General Conditions.

Client Name:
Address:

Consultant Name:
Address:

Architect Managing Consultant Engineer Discipline:

1. **Managing Consultant** (if not this *Consultant*): Discipline: (or) **N/A**

Sub-Consultant(s): Discipline: (or) **N/A**

Other Consultant(s): Discipline: (or) **N/A**

Client's Project (name, address, location, brief description of project, including size and budget where applicable):

2. **Consultant's Scope of Services** (brief description of services, Scope and Sequence, attach schedule as necessary):

3. The *Client* and *Consultant* agree to execute a more detailed *Contract for Consultant Services* consistent with the AIBC Standard Form of Contract – Document 6C or other AIBC- or ACEC-endorsed form of contract yes / no by

4. The *Consultant* carries professional liability insurance: Amount: \$ (per claim) / \$ (aggregate)

5. The *Client* will pay the *Consultant* fees and *Reimbursable Expenses* as set out below (attach schedules as necessary):

Fixed fee of \$	Fee calculated on an hourly basis: \$
Percentage-based fee: % of <i>Construction Cost</i>	Hourly rates for <i>Additional Services</i> : \$
Fee calculated on a per diem basis: \$	Retainer of \$

Payment: Invoices will be submitted monthly and are due upon receipt. On invoices unpaid after 30 calendar days, interest will be charged monthly at the rate of % per annum. *Reimbursable Expenses* are charged at cost plus % for administration. The retainer will be credited against the final invoice. GST will be invoiced and payable in addition to fees and *Reimbursable Expenses* as applicable.

This Contract complies 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.

Client signature/name and title

Consultant signature/name and title

This Contract has been endorsed by the Association of Consulting Engineering Companies British Columbia (ACEC-BC).

DEFINITIONS

NOTE: All terms which are defined, and which are used throughout this document appear in *italicized* text beginning with a **CAPITAL** letter. In this *Contract* the following definitions apply:

ADDITIONAL SERVICES

Those services which are not contemplated at the time of *Contract* execution and therefore cannot be identified then as being included in the *Contract* but which, with the *Client's* written permission, are added to the scope of services agreed to in the *Contract*.

CLIENT

The person or entity identified as such in the *Contract*.

CONSTRUCTION COST

For the purpose of percentage fee calculation, the *Construction Cost* is the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of coordination of the *Consultant*, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, excluding value-added taxes, whether recoverable or not.

Where there is no contract price for all or part of the project, or if construction does not proceed, the *Construction Cost* shall be the statement of the probable cost of construction, as agreed to in writing by the *Client* and the *Consultant*, at market prices at the anticipated time of construction. *Construction Cost* excludes the following:

- the compensation of the *Consultant* and the *Consultant's Sub-Consultants*,
- other professional fees which are the responsibility of the *Client*, or
- the land cost, land development charges or other costs which are the responsibility of the *Client*.

In the event that the *Client* furnishes labour or material below market costs, or recycled materials are used, for purposes of establishing the *Consultant's* fees the *Construction Cost* includes the cost of materials and labour necessary to complete the work as if materials had been new and as if labour had been paid for at market prices at the anticipated time of construction.

CONSULTANT

The registered architect or professional engineer, licensed in British Columbia, engaged by the *Client*, to provide professional services in the discipline(s) designated on the *Contract* form. The *Consultant* includes the *Consultant's* officers, directors, employees, representatives and *Sub-Consultants*.

CONTRACT FOR CONSULTANT SERVICES (CONTRACT)

The undertaking by the parties to perform their respective duties, responsibilities and obligations as described in the Agreement, Definitions, General Conditions, and attachments where applicable. Unless and to the extent superseded by a more detailed contract, this *Contract* governs regarding the *Consultant's* services and *Client's* obligations.

INSTRUMENTS OF SERVICE

The documents prepared by or on behalf of the *Consultant* including but not limited to plans, designs, sketches, drawings, models, graphic representations, reports, specifications and opinions.

MANAGING CONSULTANT

The *Consultant* engaged by the *Client* to provide overall coordination of and communication with *Sub-Consultants* and *Other Consultants* for the project. The *Managing Consultant* is (as applicable to the project) the "Coordinating Registered Professional" as defined under the building code or bylaw and the "Consultant" as defined under Canadian Construction Documents Committee (CCDC) Standard Construction Contract Forms.

OTHER CONSULTANTS

Consultants engaged by the *Client* and listed on page 1 that are to be coordinated by the *Managing Consultant*.

PROJECT BUDGET

The *Client's* estimated total expenditure for the entire project. It may include, but not be limited to, the *Construction Cost*, professional fees, costs of land, and all other costs to the *Client* for the project.

REIMBURSABLE EXPENSES

Those expenses paid for by the *Consultant* on the *Client's* behalf that may include, but are not limited to, the expenses of *Sub-Consultants*, copying, reproduction, CAD plotting, delivery, courier, fax, long distance telephone, travel, lodging, meals, photography, permits, models, renderings and applicable sales and value added taxes including GST.

SUB-CONSULTANT

A registered architect, professional engineer, or other specialist consultant engaged directly by the *Consultant* in connection with the project.

Client (initials)

Consultant (initials)

GENERAL CONDITIONS

1. **Copyright:** Copyright and moral rights for the *Instruments of Service* prepared by, or on behalf of, the *Consultant* belongs to and remains the property of the *Consultant* whether the project for which they are made is executed or not. Submission or distribution of the *Consultant'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 in derogation of the *Consultant's* reserved rights. The *Client's* use of the *Instruments of Service* is contingent upon full payment to the *Consultant* for services rendered.
2. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve any dispute arising from this *Contract* by amicable negotiations and agree to provide, on a 'without prejudice' basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, either party may, by written notice, require the appointment of a mediator in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) 40, "Rules for Mediation and Arbitration of Construction Disputes", to assist the parties to reach a resolution. Unless the parties agree otherwise, mediated negotiations shall be conducted in accordance with those Rules as amended as follows:
 - 2.1 The term "the Contract" within CCDC 40 refers to this *Contract*.
 - 2.2 For references in CCDC 40 to schedule, time, extension of time period, and termination if no contract; the time period shall be adjusted from "10 Working Days" to read "15 calendar days".
3. **Environment:** The *Consultant* is **not** responsible for:
 - 3.1 discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of mould, toxic or hazardous substances or materials in any form at the *Client's* project site;
 - 3.2 advice of independent experts respecting the exposure of persons, property, or the environment to mould, toxic or hazardous substances or materials in any form at the *Client's* project site; or
 - 3.3 selection of independent experts engaged by the *Client* or Contractor as applicable.
4. **Field Reviews:** Field reviews are performed at the sole discretion of the *Consultant* to observe whether or not the work of a contractor retained by the *Client* is being carried out in general conformity with the intent of the *Consultant's* construction documents, applicable codes and permits.
5. **Limitation of Liability:** claims which the *Client* has or hereafter may have against the *Consultant* in any way arising out of or related to the *Consultant's* duties and responsibilities pursuant to this *Contract*, shall be limited to the lesser amount of the *Consultant's* fee or \$250,000. "Claim" or "claims" shall mean a claim or claims whether in contract or tort. No claim may be brought against the *Consultant* in contract or tort more than 2 years after the services were completed or terminated under this *Contract*. The *Consultant* shall not be responsible for:
 - 5.1 failure of contractors retained by the *Client*, to perform the work required on the project;
 - 5.2 design of, or defects in, equipment supplied or provided by the *Client* for incorporation into the project;
 - 5.3 cross-contamination resulting from investigations;
 - 5.4 damage to existing subsurface or concealed structures and utilities;
 - 5.5 decisions made by the *Client* which were made without, or contrary to, or inconsistent with, the *Consultant's* advice;
 - 5.6 interpretation by an authority having jurisdiction which differs from that of the *Consultant* regarding statutes, regulations, laws and bylaws;
 - 5.7 consequential losses, injuries, delays or damages suffered by the *Client*, including but not limited to, loss of use or earnings, or interruption of business;
 - 5.8 unauthorized distribution of confidential documents or reports prepared by, or on behalf of, the *Consultant* for the exclusive use of the *Client*; and
 - 5.9 any claim arising out of, or related to, any cause other than a breach of this *Contract* by the *Consultant*.
6. **Professional Responsibility:** The *Consultant* will exercise the customarily accepted standard of care, skill and diligence normally exercised in the performance of the services contemplated in this *Contract*, in effect at the time, and the location at which, the services are performed.
7. **Representatives:** Each party shall identify a representative who is authorized to act on behalf of that party and receive notices under this *Contract*.
8. **Suspension:** The *Consultant* reserves the right to suspend service on this project if invoices are not paid within 30 calendar days from the date of issue and the *Consultant* will not be liable for any costs or delays caused by the suspension of services.
9. **Termination:** This *Contract* may be terminated by either party upon not less than 7 calendar days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This *Contract* may be terminated by the *Client* upon at least 7 calendar days' written notice to the *Consultant* in the event that the project is permanently abandoned. In the event of termination, the *Consultant* shall be paid within 30 calendar days of the date that an invoice is submitted for services performed to the effective termination date, together with *Reimbursable Expenses*, termination expenses and applicable taxes then due.

Client (initials)

Consultant (initials)

The AIBC does not provide legal, accounting or insurance advice and expressly disclaims any responsibility for any errors or omissions with respect to legal, accounting or insurance matters that may be contained herein. Readers of AIBC documents are advised to consult their own legal, accounting or insurance representatives to obtain suitable professional advice in those regards.