Practice Guideline: Document 8C – 2020 Standard Short Form Contract Between Client and Consultant

January 2020

In January 2020, Document 8C-2020 AIBC Standard Short Form Agreement Between Client and Consultant replaced its predecessor Document 8C-2010: AIBC Standard Short Form Agreement Between Client and Consultant. The second edition of the contract can be found on the AIBC website.

1.0 Purpose

1.1 Architects are required, by AIBC Bylaws 28.0 and 28.1, to ensure that an executed, written agreement is in place prior to commencing work for a client. This architectural services contract must be a standard form contract approved by AIBC Council, or be based upon, and generally consistent with, a standard contract in relation to the services, responsibilities, and general conditions. AIBC Council has approved eight standard form contracts, of which Document 8C-2020 Standard Short Form Contract Between Client and Consultant is one of them. The list of approved contracts can be found on the AIBC website.

1.2 This contract is designed to be used by Clients and ‘Consultants’. Consultants are defined in the contract as Architects and Professional Engineers.

1.3 This Short Form Contract is recommended for use as either:

1.3.1 A stand-alone contract for small, simple projects or limited scopes of service (e.g. feasibility study; building analysis; programming); or

1.3.2 An interim contract, permitting professional services to start while a more appropriate and complete contract is being prepared and executed.

2.0 Background

2.1 This Guideline assists both the Client and Consultant (either Architect or Professional Engineer) in the Contract’s appropriate use and how to complete several important parts.

2.2 It is a requirement for Architects, and strongly recommended for Professional Engineers, that all consultants in British Columbia have a written contract with their clients before any professional services are provided.
2.3 There is enhanced value and credibility in this Contract as a standard developed and endorsed by both the Architectural Institute of British Columbia and the Association of Consulting Engineering Companies British Columbia. This Contract is compatible with other construction industry-endorsed standard contracts and terminology.

2.4 A written contract confirms the Client's expectations of services which will be provided in connection with the project or assignment. It also confirms that the Client understands their responsibility to pay professional fees, reimbursable expenses and applicable taxes. A written contract helps to minimize misunderstandings between a Consultant and Client which could otherwise lead to disputes or even litigation.

2.5 The use of the more comprehensive AIBC Standard Form of Contract Between Client and Consultant (AIBC 6C) or other AIBC or ACEC-BC (Association of Consulting Engineers Companies British Columbia) endorsed forms of contract is always recommended, particularly for larger or more complex projects. For architects, AIBC 6C, not AIBC 8C, is recommended for any project of any size where the architectural services are for building design or building alteration.

2.6 The Consultant and Client should understand that this short form does not contain fully detailed provisions, and as a result, does not completely protect Consultant or Client interests.

3.0 Recommended Procedures

3.1 Consultant should keep a supply of AIBC Contract 8C authorization stickers. The order form can be found on the AIBC website.

3.2 As soon as the terms of engagement have been negotiated with the Client, complete the Contract, including the following, as applicable:

- Date of the Contract.
- Legal name and the address of Client.
- Legal name and the address of Consultant.
- Check appropriate box(es) to indicate the Consultants involved: Architect; Engineer (including discipline); and/or Managing Consultant, as applicable.
- Name of Managing Consultant (if not this Consultant); Sub-Consultants engaged by Consultant; and Other Consultants engaged directly by Client, with respective disciplines, as known.
- Name or description of project or assignment, its address or location, including size and budget.
- Description of Consultant's scope of services. Attach a schedule, if necessary.
3.3 When this Contract serves as an interim contract:

- Check the appropriate box in Item 3, and
- Ensure that a subsequent compatible contract is executed by the date indicated and includes a provision that it supersedes this interim agreement, as applicable.

3.4 Indicate amounts of professional liability insurance carried by Consultant, both 'per claim' and 'aggregate.'

3.5 Check the appropriate box(es) and complete the relevant blanks respecting professional fees, retainer, interest and administration charge. Refer to the rates recommended in the AIBC’s Tariff of Fees for Architectural Services or the appropriate engineering profession fee guideline.

3.5.1 A Client may request a fixed price or limit to fees and expenses not to be exceeded without written authority. Such limits, in view of necessary service, may not be in the Client's best interest. Also, the Consultant may be accepting a risk of uncompensated fees and expenses. The extent of the original allowance and its parameters should be clearly defined.

3.6 Sign, and have the Client or authorized representative sign, two copies of the Contract. Provide a copy to the Client.

3.6.1 Each use of the Contract requires the purchase and application of an AIBC Authorization Sticker, without which it is not valid.

3.6.2 Usually, two stickers are required, as an original contract is provided to both parties of the contract; however, one sticker is the minimum required.

3.6.3 Electronic authorization stickers or certificates are not currently available. For electronic delivery of the contract, one authorization sticker must be purchased.

3.7 Feedback or questions on this Practice Guideline are welcome and should be directed to practiceadvice@aibc.ca.
Practice Guideline Amendment History (2010 – 2020)


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