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BULLETIN 33: ARCHITECTURE AND ENGINEERING – COMPLEMENTARY PROFESSIONS

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The Architectural Institute of British Columbia and the Association of Professional Engineers and Geoscientists of British Columbia (APEGBC), being the licensing bodies established under provincial statute, together developed and signed (effective April 2, 1996) an updated “Memorandum of Agreement” (copy attached).

The ‘memorandum’ is largely self-explanatory; consistent with the applicable statutes; and set out for not only architects and engineers but also clients, authorities having jurisdiction and the public, a number of key approaches and attitudes adopted as official policy by both professions’ governing Councils. All architects should carefully read the ‘memorandum’. Of particular interest are these aspects:

A) Act Enforcement / Illegal Practice

The two statutes do apply. Architects must confine their practices to exclude engineering (as defined under the *Engineering and Geoscientists Act*) and are entitled to rely upon a professional engineer’s advice in such areas (cf. AIBC Bylaw 33.4). Similarly, professional engineers must confine their practices to exclude architecture (as defined under the *Architects Act*): A tabulated summary is provided in AIBC Bulletin 31 of which buildings (by type and size) require that an architect must be engaged for any and all architectural services.

Under the ‘memorandum’, however, professional engineers are allowed to provide architectural services on “major industrial” building occupancies and (within those “major industrial” building occupancies) certain subsidiary occupancies, subject to some limitations as to floor area (see article 5). Architects are allowed to provide engineering services on a variety of building occupancies with some limitations as to numbers of storeys, floor area and structural component design (see article 6).

(B) The AIBC and APEGBC generally view contravention (by their members) of the other association’s statute to constitute unprofessional conduct (see article 8). For an architect practising engineering in contravention of that statute and beyond the realm of the ‘memorandum’, the result is exposure to both prosecution by the APEGBC (subject also to exemplary damages) and disciplinary action by the AIBC (under Bylaws 30.2 and 33.1).

C) There is a renewed Joint Board of Practice which, having been the successful working medium for the ‘memorandum’, remains on call for its update and other interprofessional matters (see articles 14 and 15).

The ‘memorandum’ represents another positive joint initiative undertaken by the AIBC and APEGBC in the public interest.

MEMORANDUM OF AGREEMENT BETWEEN APEGBC AND AIBC

Whereas each recognizes the other as an honoured and learned profession of equal merit whose close cooperation is essential for the benefit of the public, and in order to ensure that the special knowledge, skill and training of each profession are properly available to the public, the following points have been duly agreed upon by the Association of Professional Engineers and Geoscientists of British Columbia (APEGBC) and the Architectural Institutes of British Columbia (AIBC) concerning the scope and practice of architecture and engineering for buildings

1. Principles Governing the Practice of Engineering and Architecture

- (a) Except as provided herein, *Engineers* shall confine their professional activity to the practice of engineering and *Architects* to the practice of architecture.
- (b) *Engineers* and *Architects* are obligated to practise with professional integrity in their areas of competence in all types and sizes of *buildings* to the prevailing professional standards.

2. Definitions

In this Memorandum of Agreement

- (a) **Architect** means an individual registered as an *Architect* under the *Architects Act*.
- (b) **Architectural and Engineering Firm** means a proprietorship, partnership or corporation that is entitled to engage in the practice of architecture or the practice of engineering under the *Architects Act* or the *Engineers and Geoscientists Act*, as the case may be, and whose practice, if not so confined, involves the design of *buildings* and is satisfactory to the *Joint Practice Board*.
- (c) **Architectural Firm** means a proprietorship, partnership or corporation that is entitled to engage in the practice of architecture under the *Architects Act* and whose practice is the provision of architectural consulting services.
- (d) **Assembly Occupancy** means the *occupancy* or the use of a *building*, or part thereof, by a gathering of persons for civic, political, travel, religious, social, educational, recreational or like purposes, or for the consumption of food or drink.
- (e) **Building** means any structure used or intended for supporting or sheltering any use or *occupancy*.
- (f) **Certificate of Joint Practice** means a document issued either by APEGBC or AIBC, respectively, to individuals, proprietorships, partnerships and corporations to authorize practice in the design of *buildings* and, providing the conditions imposed on granting of the *certificate* remain unchanged, shall remain valid for (1) year from the date of issuance.
- (g) **Coordinating Registered Professional** means the *Architect* or *Engineer* retained to coordinate all the design and field reviews of the *Architects* and *Engineers* retained on a *building*.
- (h) **Engineer** means an individual registered as a Professional Engineer under the *Engineers and Geoscientists Act*.
- (i) **Engineering Firm** means a proprietorship, partnership or corporation entitled to engage in the practice of engineering under the *Engineers and Geoscientists Act* and whose practice is the provision of engineering consulting services.
- (j) **Industrial Occupancy** means the *occupancy* or use of a *building*, or part thereof, for the assembling, fabricating, manufacturing, processing, repairing or storing of goods and materials.
- (k) **Joint Practice Board** means a body established jointly by APEGBC and AIBC under Article 14.

- (l) **Major Occupancy** means the principal *occupancy* for which a *building*, or part thereof, is used or intended to be used, and is deemed to include the subsidiary *occupancies*, which are an integral part of the principal *occupancy*.
 - (m) **Occupancy** means the use or intended use of a *building*, or part thereof, for the shelter or support of persons, animals or property.
 - (n) **Prime Consultant** means the individual, proprietorship, partnership or corporation who or which is directly responsible to a client for the execution of architectural and engineering work performed in the design and field review of a *building*.
3. **Principles Governing the Joint Practice of *Engineering* and *Architecture***
 - (a) In the design of *buildings*, *Engineering Firms* shall have a *Certificate of Joint Practice* from AIBC if their professional activity includes the practice of engineering and architecture; *Architectural Firms* shall have a *Certificate of Joint Practice* from APEGBC if their activity includes the practice of architecture and engineering.
 - (b) *Engineers* may be employed by *Architects* and *Architectural Firms* and *Architects* may be employed by *Engineers* and *Engineering Firms*.
4. **Principles Governing the Choice of *Prime Consultant* and *Coordinating Registered Professional***
 - (a) A client is free to select the *Prime Consultant* of the client's choice.
 - (b) A client is free to select the *Coordinating Registered Professional* of the client's choice.
5. ***Building Occupancies***

Building Occupancies for which any architectural services provided by an *Engineer* shall be deemed to be incidental and ancillary to the practice of engineering are:

 - (a) *Major industrial occupancies*, which may include up to 275m² of floor area of a subsidiary *assembly occupancy* or up to 600m² of floor area of any other subsidiary *occupancy*.
 - (b) *Major industrial occupancies* of an individual tenancy within a multi-tenant *building*, which may include up to 275m² of floor area of a subsidiary *assembly occupancy* or up to 600m² of floor area of any other subsidiary *occupancy*.

Nothing in this clause shall permit an *Engineer* to enable someone who is not an *Architect* or an *Engineer* to provide architectural services.
6. *Buildings* for which any engineering services provided by an *Architect* shall be deemed to be incidental and ancillary to the practice of architecture are:
 - (a) *Buildings* of business and personal services, mercantile, medium-hazard industrial or low-hazard industrial *occupancy* up to a maximum of two storeys in *building* height and up to 600m² of floor area; and
 - (b) *Buildings* of residential *occupancy* up to a maximum of three storeys in *building* height and up to 600m² of floor area.

Nothing in this clause shall permit an *Architect* to provide engineering services for components which require structural design, as opposed to selection from building code tables.
7. For *building occupancies* other than those covered by Articles 5 and 6, whose design and field review require, by law, the services of both *Architects* and *Engineers*:
 - (a) *Architects* will be required to provide architectural services other than those which are necessarily incidental and ancillary to the engineering work.
 - (b) *Engineers* will be required to provide engineering services other than those which are necessarily incidental and ancillary to the architectural work.

Nothing in paragraphs 7(a) and 7(b) above shall prevent an *Architect* or *Engineer* from showing on drawings the engineering or architectural aspects necessary for coordination purposes.

8.
 - (a) An *Engineer's* entitlement to provide incidental and ancillary architectural services shall not permit an *Engineer* to perform all architectural services in connection with a *building* requiring the services of both professions.
 - (b) An *Architect's* entitlement to provide incidental and ancillary engineering services shall not permit an *Architect* to perform all engineering services in connection with a *building* requiring the services of both professions.

9. **Signing and Sealing of Drawings**
 - (a) Architectural drawings for *buildings* shall be signed and sealed by an *Architect* (except as permitted under Article 5).
 - (b) Engineering drawings for *buildings* shall be signed and sealed by an *Engineer* (except as permitted under Article 6).

10. **The Practice of Engineering and Architecture by Architectural Firms**

An *Architectural Firm* shall be entitled to a *Certificate of Joint Practice* from APEGBC provided that it employs on a full-time basis one or more *Engineers* who shall take responsibility for engineering work. The *Certificate of Joint Practice* granted under these circumstances entitles the *Architect* or *Architectural Firm* to hold themselves out as *Architect(s)* and *Engineer(s)*.

11. **The Practice of Engineering and Architecture by Jointly Owned Firms**

A proprietorship, partnership or corporation owned by *Engineers* and *Architects*, who are respectively, members of APEGBC and AIBC, is entitled to practise both engineering and architecture under the *Engineers and Geoscientists Act* and the *Architects Act*.

12. **The Practice of Engineering and Architecture by Engineering Firms**

An *Engineering Firm* shall be entitled to a *Certificate of Joint Practice* from AIBC provided that it employs on a full-time basis one or more *Architects* who shall take responsibility for architectural work. The *Certificate of Joint Practice* granted under these circumstances entitles the *Engineer* or *Engineering Firm* to hold themselves out as *Engineer(s)* and *Architects(s)*.

13. **Disciplinary Provisions**
 - (a) An *Architectural Firm* that has been issued a *Certificate of Joint Practice* by APEGBC to practise engineering shall be subject to the disciplinary provisions of the *Engineers and Geoscientists Act*, Bylaws and Code of Ethics.
 - (b) An *Engineering Firm* that has been issued a *Certificate of Joint Practice* by AIBC to practise architecture shall be subject to the disciplinary provisions of the *Architects Act*, Bylaws and Code of Ethics.
 - (c) A *Certificate of Joint Practice* issued by AIBC or APEGBC to a proprietorship, partnership or corporation may be revoked for cause by the issuing authority.

14. **The Joint Practice Board**

Concurrent with the execution of this Memorandum of Agreement, there shall be instituted a *Joint Practice Board* authorized to deal with matters of common concern and jurisdiction and to make recommendations to AIBC and APEGBC. The *Board* shall be composed of an equal number of

Architects and Engineers appointed by AIBC and APEGBC, respectively. The Chair shall be appointed by mutual consent. Each member of the *Joint Practice Board* shall have one vote.

15. The terms of reference of the *Joint Practice Board* shall include:
 - (a) working on matters of interprofessional relations, including, for example, the coordination and publication of guidelines, standards, criteria and performance standards in the field of building design and construction, formulated either jointly or severally by AIBC and APEGBC;
 - (b) reviewing the terms of this Agreement and, from time to time as necessary, recommending changes to the points of this Agreement for consideration by the Councils of AIBC and APEGBC; and
 - (c) such other matters as may be decided from time to time by AIBC and APEGBC together.

16. **Modification of this Memorandum of Agreement**
It is agreed that this Memorandum of Agreement may be modified at any time by mutual consent of the Councils of AIBC and APEGBC.

17. **Terms of this Memorandum of Agreement**
This Memorandum of Agreement shall remain in force by the mutual consent of the Councils of APEGBC and AIBC.

18. **Implementation of this Memorandum of Agreement**
 - (a) It is understood by AIBC and APEGBC that amendments to the *Architects Act* and the *Engineers and Geoscientists Act* will be required in concert to facilitate enforcement of this or a subsequent Memorandum of Agreement.
 - (b) It is understood and agreed that the success and effectiveness of this Memorandum of Agreement will depend largely on goodwill between AIBC and APEGBC.
 - (c) It is understood and agreed that (while some situations will be resolved on their own merit) AIBC and APEGBC generally will view contravention of the other association's statute to constitute unprofessional conduct.

Entered into this 2nd day of April 1996, at Burnaby British Columbia.

Linda Thorstad, P.Geo. (President)
Association of Professional Engineers and
Geoscientists of B.C.

Bonnie Maples, MAIBC (President)
Architectural Institute of British Columbia

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