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## **BULLETIN 90: MINIMUM SCOPE OF ARCHITECTURAL SERVICES**

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This Bulletin, endorsed October 14, 2003 by AIBC Council, provides the AIBC's required and enforceable minimum standard for scope of architectural services and activities on commissions to design, document and administer construction of buildings.

### **Background and Authority**

The enclosed "Minimum Scope of Architectural Services" material has been developed at the direction of the AIBC Council, by resolution at its January 13, 2003 meeting. One impetus was to enable a more streamlined and cost-effective complaint process, for all parties, in cases involving alleged unprofessional conduct by an architect in the provision of architectural services.

The initiative is also in response to the position of the federal government's Competition Bureau, which would disallow a mandatory or minimum tariff of fees for professional services but encouraged the AIBC to develop a mandatory, minimum scope of architectural services. Council concluded that establishment of a "minimum scope of architectural services" or standard of practice in that regard would better serve the interests of clients and the public; would be enforceable by the AIBC, using sound professional judgement with reference to Competition Bureau concerns; and should become our benchmark, rather than pursue a compulsory approach to fees.

This bulletin reflects input and support from the former Disciplinary Process Review Task Force (DPRTF) and Fees & Services Committee, Practice Board and individual practitioners. It also has been the subject of discussion with representatives of several other Canadian architectural associations as well as members of the BC Chapter of Construction Specifications Canada. It has benefited significantly from AIBC Council's endorsement, members' feedback, legal opinion, and the Canadian Handbook of Practice.

This Bulletin derives its authority from AIBC Bylaw 28.1 regarding required terms and conditions of an architect's engagement, and its consistency thereunder with the national standard client/architect contract Document #6, June 2003. The AIBC anticipates monitoring and updating this standard to Council's approval, and publishing related practice advice, from time to time.

## MINIMUM SCOPE OF ARCHITECTURAL SERVICES

### Purpose

This document has been prepared to set out the minimum scope which members are expected to follow in providing architectural services. The purpose of the following six lists, of activities (one) and services (five) is to identify those which the AIBC considers imperative for an architect to undertake and to provide a client in fulfillment of expected professional obligations. It reflects the AIBC's commitment to ensuring the quality of the services members provide to clients and in the public interest.

The listing in and of itself is not a contract form. It delineates a benchmark below which an architect must not go when undertaking a project. *It is not simply a listing of the traditional, complete set of "basic" or "scheduled services" as envisaged by the standard client/architect contract or other endorsed client/architect agreement forms or by the recommended Tariff for architectural fees and services.* Those documents include other services which, while not always critical to the fulfillment of professional obligations to every client, are strongly encouraged; familiar to architects; recognized as good practice and therefore helpful to the management of a project. Sources such as AIBC's Tariff of Fees for Architectural Services, Bulletin 55 for the market multiple residential sector, and the Canadian Handbook of Practice (September 1999 edition) provide a comprehensive extent of basic services envisaged by the *Tariff*.

The listing herein is independent of market sector and applies to all building types and sizes, project delivery models and new or renovated construction.

### Application

The listing is subdivided into a "pre-contract" phase (in which activities are necessarily conducted but no services are to be provided) followed by the traditional five phases of service: (schematic design, design development, construction documentation; construction procurement; and construction administration). It recognizes that an architect may nonetheless be engaged for "partial services", i.e., for one or more, but not all, phases. For instance, an architect engaged for preparing construction documentation but not engaged to provide the listed services in the "construction procurement" phase may be engaged for "construction administration". In such circumstances the listing indicates information related to the preceding phase that an architect should obtain in order to be properly informed before undertaking services of a subsequent phase.

The complete listing of activities or services under each phase is the Minimum Scope of Architectural Services for that phase. On a project which requires, under the *Architects Act*, the engagement of an architect (cf. Bulletin 31) each phase of service must be provided by an architect, albeit not necessarily the same architect.

In applying these standards to a specific project the following should be borne in mind:

- A.1. The listing is not all-inclusive for every type of commission or project an architect may be asked to undertake. The circumstances of a particular project may dictate that additional imperative, or desirable, services are required to fulfill, or enhance, the client's objectives and the architect's professional obligations in a given phase and the listing accordingly may need to be customized. As well, a particular phase may not be relevant in certain situations. However, a variation that detracts from the overall purpose of the minimum standards should never be made.
- A.2. The activities listed under the "Pre-Contract Phase" are not "Services" in the strict interpretation of that term (and do not attract fees) but, rather, represent the minimum preparatory steps that an architect should undertake in order to properly determine the scope of services and fees required; to assess the architect/client suitability; to assess the commission/project viability; and to assess whether or not the architect is qualified for the work. In short, prior to undertaking a commission, the architect should conduct sufficient "due diligence".
- A.3. References to "statements of probable cost" are not intended to imply that an architect must personally provide detailed construction cost estimates. This can well be done by others qualified to do so. The essential requirement is that, regardless of whether the contract with a client calls for a cost analysis, an architect must be conscious of construction costs and their ramifications to a project's viability. Accordingly, an architect has an obligation to warn the client if there are grounds for believing the client's budget (if known) may be unrealistic. To continue without such warning, and resolution with the client, or a directive by the client to continue, is contrary to all parties' best interests, may prejudice the project's success, and may expose the architect to civil liability.
- A.4. Approvals by a client to proceed from one phase to the next should be obtained in writing or, if given verbally, must always be confirmed in writing by the architect. (cf. Bulletin 67 and the Code of Ethics under Bylaw 34.10).
- A.5. The standards take into account the professionally supportable commitments which authorities having jurisdiction may require from an architect, as set out in the BC Building Code (and Vancouver Building Bylaw) regarding Letters of Assurance, applicable to buildings of certain occupancy types and characteristics.

## Summary

This document is intended to affirm a minimum scope of service, which an architect must at least meet to fulfill the architect's professional obligations, both under contract and especially in regard to the primary duty to protect the public. Failure to reasonably meet these standards may, upon receipt of a complaint, be considered unprofessional conduct and result in disciplinary proceedings.

The AIBC supports the proposition that an architect should receive fair and adequate compensation for services rendered (cf. Bylaw 34.16 and Bulletin 67) and that this principle applies to scopes of services which comply with these standards. In no event will low fees be justification for services which do not meet the minimum standards. An architect may wish to discuss these standards with the client when receiving instructions for an assignment and before reaching agreement regarding compensation.

Notwithstanding the purpose and scope of the standards in phases 0.0 through 5.0 (as follows), the decision by an architect not to adhere to one or more of these standards does not necessarily mean that the architect is either negligent or unprofessional in the performance of professional services. That judgment or decision will depend upon detailed analysis of all the facts and circumstances brought to the AIBC's attention.

(Note that these standards and their effect are in addition to and complement the AIBC Bylaws including 28, 29, 34.10, 34.16, the *Code of Ethics and Professional Conduct* and the *Tariff of Fees for Architectural Services*.)

## **0.0 PRE-CONTRACT PHASE: ACTIVITIES SCOPE**

In this time interval, the architect provides neither service nor advice, and receives no fee. The activities are ones of discussion, raising awareness, requesting information, acquiring preliminary understanding and articulating characteristics of the project and the client. All that is in aid of, and only to that extent, the architect's being able to propose and agree upon (with the client) a responsible scope of services, under mutually acknowledged terms of reference, for appropriate professional remuneration...in writing, as contemplated in AIBC Bylaw 34.10; the Code of Ethics thereunder; and Bulletin 67.

In some instances, the information or operating parameter may be inapplicable, unavailable or not forthcoming. In the interests of due diligence, the architect needs to ask the relevant questions and record the architect's understandings. This process need not be complicated and may lead to identifying the need for particular services in addition to, and perhaps in advance of, those listed in phases 1 through 5.

Note that in some situations, an architect will be approached to begin work at an intermediate stage of a project. In that case, the architect needs to be satisfied not only with respect to the items listed below but with the resolution of services undertaken by the preceding architect.

- 0.1 Determine if other architects are or were involved with the project. If "Yes", ensure no supplanting and comply with professional requirements (e.g., ethics of succession, specifically under Bylaws 34.7 and 34.8 and pending correspondence rulings, commentary and advice of the AIBC *Code of Ethics*). If a non-architect provided

service in contravention of *Architects Act*, notify the AIBC.

- 0.2 Address issues pertaining to copyright, ownership and use of design and documents, credits (acknowledgement) and liability.
- 0.3 Determine broadly and to the extent feasible type, size, scope and complexity of project.
- 0.4 Verify ability to provide professional services, including competence, availability, resources, professional liability insurance requirements and licensing (e.g., MAIBC; Certificate of Practice; Temporary Licence; business licence.)
- 0.5 Discuss such factors affecting project viability as:
  - zoning/development approval;
  - financing (client solvency; external funding);
  - economics (project feasibility);
  - social or community groups;
  - environmental impact;
  - heritage designation; and
  - special considerations.
- 0.6 Discuss client's budget, relationship to the project and resources together with likely hard (construction) and soft costs
  - Qualify the client (e.g., financial capacity, authority, experience, expectations, and compatibility with architect).
- 0.7 Discuss required professional (architectural and other) services. Is the architect to be the "prime" consultant? A subconsultant to a professional engineer? Or are all consultants to be separately engaged by the client? Who will be responsible for coordination (i.e. who will be the managing consultant or, in terms of the building codes, the Coordinating Registered Professional): the architect (typical) or one of the professional engineers, if competent to do so? Review the roles and responsibilities of the client in the course of the project.
- 0.8 Discuss appropriate type of professional services agreement:
  - Standard Form of Contract (e.g. CCAC Documents 6 (client/architect) or 9 (architect/consultant); AIBC Doc.8 (client/architect short form for special or limited services); or the CCA / CSC / CCAC Document 15 for design/build)
  - Client's custom contract: endorsed by AIBC? If not:
    - identify special provisions which may require input of legal counsel or professional liability insurers or review by AIBC.
  - (Note: architects are not required to use the profession's standard contract forms,

but are strongly cautioned to ensure their engagement is on terms and conditions consistent with that standard, as is required under Bylaw 28 and with reference to Bulletin 67.)

- 0.9 Discuss such possible methods or aspects of construction delivery as:
- a) Single bid, stipulated sum package; or
    - Multiple bid packages (how many?) (fast-tracked?)
    - Cost Plus
  - b) Direct selection by the client; or
    - Invited bidders; or
    - Open bidding
  - c) Construction Management
  - d) Design-build
  - e) P3
  - f) Standard Forms of Contract (e.g. CCDC — 2 (stipulated sum), 3 (cost plus), CCA / CSC / CCAC 14 for design-build)
- 0.10 Discuss potential requirements of authorities having jurisdiction, such as:
- Official plan amendment;
  - Zoning or land use amendment;
  - Bylaw variance or development appeal;
  - Site plan agreement;
  - Demolition permit;
  - Construction (building) permit(s);
  - Provincial ministry of labour permits;
  - Municipal/regional fees (utility connections, park levies); and
  - Letters of Assurance.
- 0.11 Discuss basic consultant team services, specialist consultant services and related fees and expenses.
- 0.12 Discuss miscellaneous fees and costs paid directly by client, such as those for legal surveys, geotechnical consulting, models, inspection and testing.
- 0.13 Discuss professional liability insurance coverage requirements and who provides policy; disclose architect's coverage (AIBC Bulletin 66).
- 0.14 Discuss compatibility of construction budget, project time schedule, project program and site.
- 0.15 Discuss professional fees, reimbursable expenses and mechanisms for invoicing and payment.

- 0.16 Prepare client-architect agreement and forward to the client for review. (cf. AIBC Bulletins 66 and 67)
- 0.17 Assure client's understanding and acceptance of terms of engagement.
- 0.18 Execute the agreement.

## **1.0 SCHEMATIC DESIGN PHASE: SERVICE SCOPE**

- 1.1 Obtain the client's project brief and program of requirements.
- 1.2 Assemble and review applicable requirements of Authorities Having Jurisdiction (e.g., site plan control, applicable zoning or land use, and code requirements) and assist the client to obtain approvals where applicable.
- 1.3 Develop, with the client and consultants, a broad, probable project schedule, including completion dates for each phase of the project for which the architect is engaged.
- 1.4 Discuss with the client the requirements for, and request as needed, such site information as:
  - Legal survey;
  - Topographic survey; and
  - Geotechnical investigation and report.
- 1.5 Advise the client to assess and report on environmental issues applicable to the site.
- 1.6 Assist the client in obtaining proposals for investigation and testing of the site, if needed for proper execution of the work.
- 1.7 Confirm understanding of preliminary space requirements and data using the client's program of requirements.
- 1.8 Review program of requirements and characteristics of the site with client to determine if construction budget and program are compatible.
- 1.9 Consider structural and building services systems to be used in the project; coordinate with consultants as required.
- 1.10 Review alternate schematic design approaches in reference to the construction budget and project schedule with client.
- 1.11 Based upon the mutually agreed program of requirements, schematic design approach, schedule and construction budget, prepare for the client's review and approval schematic design documents in general compliance with applicable codes and

regulations to illustrate the scale and character of the project and how the parts of the project functionally relate to each other, including, as appropriate to the project:

- Site plan;
- Spatial relationship diagrams;
- Principal floor plans;
- Building sections;
- Elevations;
- Project data (zoning and code considerations); and
- Outline specifications.

- 1.12 Review alternate project delivery and construction contract options.
- 1.13 Provide a statement of probable construction cost based on current area and/or volume unit prices. (cf. “application” note A.3 on page 3).
- 1.14 Submit schematic design documents to the client.
- 1.15 Assist client with submissions (if and as applicable) and process for approval by authorities having jurisdiction.

## **2.0 DESIGN DEVELOPMENT PHASE: SERVICE SCOPE**

- 2.1 Upon client approval of the schematic design documents and statement of probable construction cost, review any additional client requirements to be addressed during the design development phase.
- 2.2 Review program of requirements and monitor compliance of design.
- 2.3 Review schematic design documents for compliance with applicable codes and regulations.
- 2.4 Review with client need for additional consultants, and assist client to establish contractual relationships as appropriate.
- 2.5 Develop and forward to consultants, or alternatively obtain from consultants, a list of specialized building systems required or recommended.
- 2.6 Review site-servicing requirements with consultants and authorities having jurisdiction.
- 2.7 Prepare design development documents in general compliance with applicable codes and regulations including, as appropriate:
  - Site plan;

- Plans;
  - Elevations;
  - Sections;
  - Description of building systems;
  - Outline specifications; and
  - Project data (zoning-related statistics; occupancy class; code characteristics).
- 2.8 As required for permit applications prepare area calculations (net and gross), including site coverage, density, floor space ratio, height and setback requirements.
- 2.9 Coordinate with consultants as required, to illustrate and describe their portions of the project.
- 2.10 Review design in reference to the construction budget and schedule with client.
- 2.11 Provide a revised statement of probable construction cost. (cf. “application” note A.3 on page 3).
- 2.12 Submit design development documents to the client.
- 2.13 Assist the client to obtain authority approvals; sign and seal development permit drawings, if those are applicable.

### **3.0 CONSTRUCTION DOCUMENTS PHASE: SERVICE SCOPE**

*Certain services so flagged\* may not necessarily be required if architect not engaged for related services during Phase 4, or if not administering the contract in Phase 5, as similarly flagged thereunder.*

- 3.1 Upon client approval of the design development documents and statement of probable construction cost, review any additional client requirements (e.g. equipment) to be addressed during the construction documents phase.
- 3.2 Review with client need for additional consultants. Assist client to establish contractual relationships as appropriate.
- 3.3 Prepare construction documents in compliance with applicable codes and regulations including, as appropriate:
- Site Plan;
  - Plans;
  - Elevations;
  - Sections;
  - Details;

- Notes/dimensions;
- Specifications ( cf. Appendix); and
- Schedules.

Require all consultants to do the same for their aspects of the project; and coordinate all.

- 3.4 Obtain the client's instructions regarding construction insurance and surety bonds.\*
- 3.5 Obtain the client's instructions and advise client regarding project delivery method, construction contracts, and bidding and contract award procedures. \*
- 3.6 Obtain the client's instructions for phased occupancy or other special requirements.
- 3.7 Determine items of work to be furnished by the client, or not to be included in the construction contract(s) documents.
- 3.8 Review project bidding schedule.\*
- 3.9 Assist client with review of:
  - General conditions;\*
  - Supplementary conditions;\*
  - Form of construction contract;\*
  - Insurance/bonding;\*
  - Utility hook-ups;
  - Permit requirements;
  - Cash allowances; and
  - Coordination of work by others.
- 3.10 Check completed documents for coordination, compliance with client's program, accuracy and cross-coordination with consultants' work. Revise own documents as required and direct consultants to do the same for their aspects of the project.
- 3.11 Review construction documents in reference to construction budget with client.
- 3.12 Advise the client of any adjustments to the statement of probable construction cost (cf. "application" note A.3 on page 3).
- 3.13 Submit drawings and specifications to client for review and approval; assist client to confirm its understanding.
- 3.14 Sign and seal drawings, specifications, and other documents (e.g., letters of assurance) required by legislation/regulations for development/building permits, and (as the coordinating registered professional), ensure consultants do likewise.

3.15 Assist client in their application for a building permit.

#### **4.0 CONSTRUCTION PROCUREMENT PHASE: SERVICE SCOPE**

*Except for items 4.3, 4.5 and any coordination services required if the architect is also the managing consultant, certain services so flagged\* may not necessarily be required on a project with an owner/builder (cf. AIBC Bulletin 55), a design-builder or if the architect is not engaged for construction contract administration services in phase 5, flagged similarly thereunder.*

Upon client approval of the construction documents and statement of probable construction cost:

- 4.1 Assist and advise the client in obtaining bids or negotiated proposals.\*
- 4.2 Record bid document inquiries received and answers provided.\*
- 4.3 Prepare and issue addenda as necessary, including signed and sealed drawings and specifications, coordinating all consultants' input.
- 4.4 Analyze bids or negotiated proposals.\*
- 4.5 Advise the client on selection and implications of alternatives as applicable.
- 4.6 Assist the client and contractor in award, preparation and execution of the construction contract.\*

#### **5.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE: SERVICE SCOPE**

*Certain services so flagged\* may not necessarily be required on a project with an owner-builder (cf. AIBC Bulletin 55) or if the architect is not the payment certifier.*

- 5.1 Request and receive such post-bid information/submittals as:
  - Performance bond;
  - Labour and material payment bond;
  - Insurance certificates; and
  - Workers compensation certificates.

*Note:* Review documentation related to the preceding construction procurement phase (4.0), in particular pertaining to items 4.3 and 4.5 listed under that phase, and any post-bid changes in scope.

- 5.2 Obtain and review the contractor's construction schedule at onset of construction phase.

- 5.3 As the payment certifier, obtain and review contractor's schedule of values.\*
- 5.4 Establish and or advise regarding lines of communication between all parties concerned (i.e., contractors, the client and/or the client's representative, consultants).
- 5.5 Establish requirements for testing and inspection of specific materials and work by inspection and testing companies. Arrange for distribution of reports through proper channels, for action if necessary.
- 5.6 Review actual colour and finish selections (for code compliance).
- 5.7 Review shop drawings, samples and other submittals. Instruct the consultants to review as appropriate; coordinate results.
- 5.8 Render impartial findings on interpretation of contract documents. Issue findings, supplemental details and instructions as required.
- 5.9 Conduct field reviews at the discretion of architect, making visits to the site and fabrication locations, at intervals appropriate to the stage of construction, to become familiar with the progress and quality of the work and to determine whether construction is in general conformity with building permit and contract documents. Record observations and advise owner and contractor.
- 5.10 Review all contemplated changes and change directives with respect to design and scope in consultation with client. Advise client if any contemplated change is inappropriate and ensure agreed change orders and change directives are properly prepared (drawings and specifications signed and sealed), documented and signed by the parties. Advise appropriate authorities where changes affect previous approvals.
- 5.11 Coordinate field reviews and other services of consultants and direct findings through proper channels for action or review.
- 5.12 Sign and seal applicable letters of assurance, as appropriate, for general compliance of construction with building permit documents.
- 5.13 Obtain and review the contractor's updated schedules and advise the client of potential revisions to date of substantial performance. \*
- 5.14 As the payment certifier, evaluate work performed and materials supplied in relation to the contractor's applications for payment and statutory declarations, and issue signed and sealed certificates for payment, in the value proportionate to the amount of the contract and the contractor's schedule of values, of work performed and products delivered to the place of the work. \*
- 5.15 As the payment certifier:\*

- Receive, from the contractor, application for Certificate of Substantial Performance, statutory declaration and list of items to be completed or corrected;\*
  - Carry out site visit for substantial performance;\*
  - Review findings in relation to contract and provincial lien legislation;\*
  - Determine date and certify substantial performance (signed and sealed) or notify the contractor if substantial performance (signed and sealed) not certified, and provide reasons, with deficiency list;\*
  - Obtain and review required documents for release of lien holdback monies;\* and
  - Issue certificate for payment (signed and sealed) for release of lien holdback monies, as appropriate.\*
- 5.16 Advise owner to attend demonstrations of systems including take-over of applicable operating systems and instructions.
- 5.17 Where applicable, confirm receipt by owner of:
- Warranties;
  - Certificates of inspection;
  - Equipment manuals;
  - Workers compensation certificates;
  - Operating instructions;
  - Keying schedules;
  - Maintenance stock;
  - Record drawings; and
  - Other specified items.
- 5.18 As the payment certifier:\*
- Receive from the contractor application for final payment and statutory declaration.\*
  - Carry out site visit for final payment.\*
  - Review findings in relation to contract and provincial lien legislation.\*
  - Notify contractor if project not found to be complete. \*
  - Issue certificate for payment (signed and sealed) of deficiency holdback for work, as appropriate, based on contractor's application for final payment. \*
- 5.19 Prior to the end of one year following the date of substantial performance, review any deficiencies that have been observed and reported during that period and notify the contractor of items requiring attention.

## APPENDIX

### Specifications

- 1) Every project should have a specification, either bound separately from the drawings (preferred) or contained within the set of drawings. The function of a specification is to complement the drawings — whereas the drawings define the location, relationship and extent of materials, the specification defines the quality of the materials and their installation.
- 2) The specification should be organized by section number according to Master Format and encompass Divisions 1 through 16. The specification should describe all of the materials shown on the drawings except where items are not included in the contract.
- 3) The specification should address at a minimum, building envelope, code compliance and life safety issues and, where appropriate, reference conformance to minimum quality standards and installation requirements established by trade and technical associations (e.g. AWCC, AWMAC, RCABC). For a more complete list contact the British Columbia Council of Construction Trade Associations (COCTA) at 604-291-1458.
- 4) A short-form specification may be adequate for a small (BC Building Code Part 9) building of limited size and complexity. Otherwise a long form specification is more appropriate. Generally the type of specification and the extent of specification work needed should be determined by the specific project requirements and the delivery/pricing methods for construction (e.g. stipulated sum, construction management, design-build, owner/builder), with the goal of producing (with the drawings) a sufficiently thorough set of construction documents that communicate explicitly the design intent and project requirements.
- 5) Any project going out for competitive bids must include further documentation covering bidding and contract requirements along with the drawings and specifications. Usually, for practical reasons, the bidding and contract requirements are combined with the written specification into a bound Project Manual.

*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.*