



## **PRACTICE NOTE 14: AIBC STANDARD FORM OF CONTRACT 6C: BETWEEN CLIENT & CONSULTANT**

**FEBRUARY 2007 (First Edition)**

*This bulletin introduces and provides information and guidance regarding AIBC Document 6C: a professional services contract for use on projects with separately engaged Consultants.*

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### **A. Background and Context**

Document 6C resulted from a lengthy process of consultation with industry participants representing knowledgeable clients as well as the architectural, engineering and quantity surveying professions.

Architects and their clients will find Document 6C's format and language substantially familiar.

Document 6C is a reasonably faithful clone of RAIC-6 (2002) between client and architect, developed with the RAIC's knowledge and interest. Document 6C's scope of professional services is generally consistent with AIBC Bulletin 90: Minimum Scope of Architectural Services. Use of Document 6C will satisfy AIBC Bylaw 28 and Bulletin 67 regarding Terms and Conditions of Engagement.

### **B. Separate Engagement**

AIBC Document 6C is designed for use by either an architect or an engineer (hence the operative term, Consultant, as defined therein) on a project featuring the separate, direct engagement by the Client of each of the project's complement of architect and engineers.

(NB: if the consultant-engagement model is such that the Client hires the architect as "prime" and the engineers are, in turn, hired by the architect, then Document 6C is completely inappropriate. Architects are advised to use forms of contract RAIC-6 and RAIC-9 for those relationships, respectively.)

The Architect and each Professional Engineer (respecting their separate disciplines) signs their own fundamentally identical Document 6C, including the same schedules of Consultant services and Client's responsibilities.

This strategy yields inherently consistent and compatible agreements across the project's consulting team. It also provides direct contractual access between Client and each Consultant for financial obligations, claims and dispute resolution. It thereby greatly reduces vicarious liability among the Consultant team for each other's errors and omissions.

Each Consultant's own contract will of course, contain its own unique agreement information, indicating (e.g.) official names, contact coordinates and fee structure, all to be filled in where shown.

As a practical matter and for ease of identification, Document 6C's cover lists the anticipated complement of Consultant disciplines and provides an empty box alongside each, to be checked as applicable, uniquely to the particular Consultant.

### **C. Coordination and Management**

One of the Consultants (commonly but not necessarily the architect) must be also engaged by the Client as the "Managing Consultant" for the project, as defined in Document 6C.

The Managing Consultant's roles include (inter alia):

- i) Coordinating the services of all Consultants;
- ii) Being the single communication link between the Client and the team of Consultants;
- iii) Being the single communication link and administrator between Client (Owner) and Contractor as contemplated by industry standard (CCDC) construction contracts ... with which Document 6C is generally compatible;
- iv) Fulfilling the "Coordinating Registered Professional" responsibilities and roles under building codes and bylaws in BC; and
- v) Certifying payment and substantial performance of construction further to the Builders Lien Act, and as contemplated by industry standard (CCDC) construction contracts.

Document 6C not only provides definition, terms, conditions and service scope for the Managing Consultant but also articulates relationships with the other Consultants.

As a practical matter and for ease of identification, Document 6C's cover lists "Managing Consultant" alongside its own empty box, to be checked as applicable by one of the Consultants.

### **D. Broad Application**

Document 6C is applicable to projects in both the private and public sectors, of any size and complexity, across a wide variety of project-delivery methods and in relation to the full range of construction-contract options. Being based on RAIC-6, its agreement form is designed and organized to facilitate the Client and Consultant anticipating such choices.

### **E. Copyright and Use**

As with any industry-standard contract, maintaining Document 6C's integrity is critical. Any amendment to Document 6C (addition, deletion or alteration) must be by supplemental condition, under separate cover, as enabled within the agreement form.

Document 6C is the property of the AIBC. Resale, reproduction, scanning, re-creation and/or modification of Document 6C is strictly prohibited. Such activities and/or evidence of mutant forms of Document 6C will attract legal and/or disciplinary actions. Users seeking to supplement Document 6C to suit their legitimate purposes are invited to share such intentions with the AIBC for its review as to supportability.

The AIBC welcomes constructive feedback in order that future editions of Document 6C may benefit.

The AIBC is prepared to entertain the prospect of endorsing brief, necessary, sector-specific supplemental conditions to Document 6C.

#### **F. Application in Health-Care Sector**

Document 6C's central characteristics ... the separate engagement of Consultants, one of whom carries the management and coordination roles ... is precisely the successful, well-tested mode of Consultant engagement since 1986 for all publicly funded health-care facilities in BC.

The Provincial Government's 1994 form of agreement (itself a clone of an earlier national Document 6 and endorsed by the AIBC, CEBC and QSSBC) is no longer in effect and needed updating in any event. As well, health-care projects are now contracted through a small number of Regional Health Authorities under common mandates, rather than directly with individual hospitals as was previously the case.

Document 6C is applicable to the health-care sector, was developed through the AIBC's Health Care Facilities Committee, and is endorsed by its participants, but only in conjunction with an inter-related set of health-care-specific supplemental conditions: AIBC Document 6C-H.

Section E: Copyright and Use in this bulletin applies similarly to Document 6C-H.

#### **G. Acknowledgement**

AIBC Documents 6C and 6C-H are published with sincere appreciation extended to the RAIC and the AIBC's Health Care Facilities Committee, including representation from the Vancouver Coastal Health Authority (VCHA), Vancouver Island Health Authority (VIHA), Interior Health Authority (IHA), Northern Health Authority (NHA), Fraser Health Authority (FHA), Provincial Health Authority (PHA); the Quantity Surveyors Society of BC (QSSBC); the Consulting Engineers of BC (CEBC). Those organizations endorse AIBC Documents 6C and 6C-H.

#### **H. Availability**

AIBC Documents 6C and 6C-H are available on-line in electronic form, in secure readable (but not modifiable) pdf, on the AIBC website at [www.aibc.ca/member\\_resources/doc\\_index/index.html](http://www.aibc.ca/member_resources/doc_index/index.html). Persons seeking to use Document 6C may "fill in its blanks" on line to suit the project and download the result. Each use must be "in the original" and requires the purchase of an AIBC Document 6C authorization seal, thereafter applied as and where indicated on the cover, to attest to each contract's authenticity. Authorization seals are available from the AIBC's "front desk" staff. Initial price is \$10.00 per seal, plus applicable GST and PST. Pricing may be subject to change.

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