

Practice Guideline: Guide to Document 8C – 2021 Standard Short Form Contract Between *Client* and *Consultant*

June 2021

! IMPORTANT:

The AIBC transitioned to the Professional Governance Act effective February 10, 2023. **This document has not yet been updated to reflect the new legislation and updated Bylaws.** Although there may be outdated terms and references in this document, note that the **general concepts and requirements remain the same**. If you have any concerns or questions, please contact practiceadvice@aibc.ca. For more information about the transition, go to aibc.ca/PGA.

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 2021 edition of Document 8C reflects the removal of the requirement for Authorization stickers, as of July 1, 2021. The contract can be found on the AIBC website.

In May 2020, both Document 8C-2020 Standard Short Form Agreement Between *Client* and *Consultant* and its Practice Guideline were translated into the Chinese language. The Chinese language edition of this guideline 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*.
- 3.7 As of July 1, 2021, Authorization stickers are no longer required. The contract can be used at no charge.
- 3.8 Feedback or questions on this Practice Guideline are welcome and should be directed to practiceadvice@aicbc.ca.

Practice Guideline Amendment History (2010 – 2021)

- 2010 January. First Edition: Issued as a Guide appended to AIBC Document 8C-2010, which replaced its predecessor AIBC Document 8.
- 2020 January 9, 2020. Second Edition: AIBC Document 8C-2020 replaced its predecessor AIBC 8C-2010 ; Guide reformatted, revised to reflect new contract edition; minor changes to insurance requirements; revised to reflect 2019 bylaw amendment to bylaw 28.1; reissued as Practice Guideline: Document 8C – 2020 Standard Short Form Contract Between *Client* and *Consultant*.
- May 19, 2020. Both AIBC Document 8C-2020 and this Practice Guideline were translated into the Chinese language for the convenience of Chinese speaking users, and published on the AIBC website. This Practice Guideline has also been updated to include the creation of Chinese language edition.
- 2021 June 15, 2021. Updated to reflect the discontinuation of Authorization stickers as of July 1, 2021.

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