

# Practice Guideline: Standard Form Contracts

March 2022

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## **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 **This document has not yet been updated to reflect the new legislation and updated Bylaws.** Although there may be outdated terms and references in this document, note that the **general concepts and requirements remain the same**.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](mailto:practiceadvice@aibc.ca). For more information about the transition, go to [aibc.ca/PGA](http://aibc.ca/PGA).

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## **1.0 Introduction**

- 1.1 Architects are required, by Bylaws 28.0 and 28.1, to have a written architectural services contract in place prior to commencing work. The contract must be a standard form contract approved by AIBC Council or be based upon a standard contract in relation to the services, responsibilities, and general conditions.
- 1.2 Standard contracts have been developed through a process of consultation with industry partners, including clients, insurers, other consultants, and contractors. They balance the interests of both parties to the contract, favouring neither the architect nor the client. The terms in the standard contracts are either defined or are commonly used terms that are familiar and understood in the industry. Standard contracts reduce costs, as they are either free of charge or available for a very small fee. The likelihood of disputes is diminished as standard contracts document a common understanding of the project requirements, and the rights and obligations of the parties to the contract.

## **2.0 Use of Standard Form Contracts**

- 2.1 AIBC Council has approved nine standard contracts:
  - **AIBC 6C: AIBC Standard Form of Contract 6C Between Client and Consultant**
  - **AIBC 6C-H: Supplemental Conditions to AIBC Standard Form of Contract 6C Between Client & Consultant (For Healthcare Projects in British Columbia)**
  - **AIBC 8C: AIBC Standard Short Form Contract Between Client & Consultant**
  - **AIBC 8C: AIBC Standard Short Form Contract Between Client & Consultant - Chinese Language Edition**
  - **CCDC 15 - 2013 Design Services Contract between Design-Builder and Consultant**

- **CCDC 30 - 2018 Integrated Project Delivery Contract**
- **CCDC 31 - 2020 Service Contract Between Owner and Consultant**
- **RAIC 6: Canadian Standard Form of Contract for Architectural Services (2018 edition)**
- **RAIC 9: Canadian Standard Form of Contract Between Architect and Consultant (2018 edition)**

- 2.2 Any changes to these standard contracts prior to their execution should be made via supplemental conditions added to the contract. AIBC 6C-H is an example of supplemental conditions. Although the content of 6C-H is specific to healthcare projects, its format can be viewed as a guide to the method of amending a contract through supplemental conditions.
- 2.3 Self-drafted 'letters of agreement', 'memoranda of understanding', proposals for services signed by a client, or any other form of contract not specifically approved by council (or based upon an approved standard contract, see Bylaw 28.1) do not meet the bylaw requirements.
- 2.4 'Copying and pasting' text from the approved standard contracts into a self-drafted contract is not appropriate practice and may constitute a violation of the copyrights of the owners of these contracts.
- 2.5 Although the AIBC no longer charges fees for their use, AIBC contracts remain the property of the AIBC, and can only be used unaltered, except as amended by supplemental conditions. All the other approved standard contract issuers likewise retain copyright over their contracts.

### **3.0 Recommendations**

- 3.1 Recommended standard contracts are preferred for most architectural services. Acceptable standard contracts may be preferred under some construction delivery methods, some types of projects, or preferred by some clients.

#### **3.2 Recommended Standard Contracts**

3.2.1 **AIBC 6C: Standard Form of Contract 6C Between Client and Consultant** is a standard contract between client and consultant (either architect or professional engineer) to provide consulting services. It is recommended for use when engineering consultants are hired by the client and managed by the architect. It can be used by the architect and the client, as well as by each of the consultants and the client. The size of a project does not determine the choice of contract. For a small project with standard scope of services, **AIBC 6C** is the recommended contract.

3.2.2 **AIBC 6C-H: Supplemental Conditions to AIBC Standard Form of Contract 6C Between Client & Consultant** is a standard set of supplemental conditions that amend **AIBC 6C**. They are recommended for use on healthcare projects when a government health authority is the client. Private sector healthcare projects would use the standard **AIBC 6C** contract, without these supplemental conditions.

- 3.2.3 **AIBC 8C: Standard Short Form Contract Between Client & Consultant** is a standard short-form contract between client and consultant (either architect or professional engineer) to provide consulting services. It is recommended for use on projects with a limited scope, or as an interim contract while a more comprehensive **AIBC 6C** or **RAIC 6** is being negotiated. It can be used by the architect and the client, as well as by each of the consultants and the client. If engineering consultants are to be retained when using **AIBC 8C**, they are hired by the client and managed by the architect.
- 3.2.4 **AIBC 8C: Standard Short Form Contract Between Client & Consultant** is available in the **Chinese Language Edition**. The two versions, English and Chinese, are the same.
- 3.2.5 **RAIC 6 Canadian Standard Form of Contract for Architectural Services** is a standard contract between client and architect used when the architect retains the consultants. It is often the preferred contract by clients in the public sector. Note this contract is the only RAIC client-architect contract approved for use, the RAIC no longer issues a short-form contract.
- 3.2.6 **RAIC 9 Canadian Standard Form of Contract Between Architect and Consultant** is a standard contract for architects to engage consultants, used when **RAIC 6 Canadian Standard Form of Contract for Architectural Services** is the standard contract between client and architect.

### 3.3 Acceptable Standard Contracts

- 3.3.1 **CCDC 15-2013 Design Services Contract between Designer-Builder and Consultant** is a standard contract between a design-builder and consultant to perform the design services required under a **CCDC 14 – 2013 Design-Build Stipulated Price Contract** between a client and design-builder.
- 3.3.2 **CCDC 30-2018 Integrated Project Delivery Contract** is a standard construction contract for Integrated Project Delivery (IPD), which is a procurement method that includes both construction and design services under one contract. The pricing structure under IPD is cost-plus with a target price.
- 3.3.3 **CCDC 31- 2020 Service Contract between Owner and Consultant** is a standard engineering services contract between a client and a consulting engineer, although it can be used between a client and architect. It may be preferred by some clients when an architectural project is a component of engineering works. It was formerly issued as **ACEC-31** by the Association of Consulting Engineering Companies (ACEC).

## 4.0 Additional Resources

- 4.1 AIBC contracts and their associated guidelines can be found on the [AIBC Contracts webpage](#).

- 4.2 RAIC contracts and their associated guidelines can be found on the [RAIC website](#).
- 4.3 CCDC contracts and their associated guides may be purchased from the [AIBC](#).
- 4.4 Questions or comments on this Practice Guideline are welcome and should be directed to [practiceadvice@aicbc.ca](mailto:practiceadvice@aicbc.ca).

## **Practice Guideline Amendment History**

2022 March 1, 2022, First Edition.

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