

Practice Guideline: Pre-Contract Activities

September 2026

1.0 Introduction

- 1.1 Prior to entering into an agreement to provide services for any Project, including Projects that are comprised of the traditional five phases of service (schematic design, design development, construction documentation; construction procurement; and construction administration), undertaking a ‘pre-contract’ phase of activities is advisable to establish a solid foundation to the Client-Registrant relationship.
- 1.2 The pre-contract activities listed herein are not ‘services’ in the strict interpretation of that term (and do not attract fees), but rather represent the minimum preparatory activities that a Registrant should undertake in order to properly determine the scope of services and fees required, and to assess the Registrant/Client suitability; Project viability; and whether or not the Registrant is qualified for the work. In short, prior to undertaking a commission, the Registrant should conduct due diligence.
- 1.3 This listing is not all-inclusive for every type of Project a Registrant may be asked to undertake; a particular activity may not be relevant in certain situations.
- 1.4 Capitalized terms in this document are defined terms in the [AIBC Bylaws](#) and have the same meaning.

2.0 Legal Foundation

- 2.1 This Practice Guideline supplements the Professional Standards under headings 2.0, 3.0 and 5.0 in Schedule A: Code of Ethics and Professional Conduct in the AIBC Bylaws. It provides procedural and administrative information that Registrants should undertake to properly determine the scope of services and fees required, and to assess the Registrant/Client suitability; the Project viability; and whether or the Registrant is qualified for the work.

3.0 Activities Scope

- 3.1 Prior to the Client and the Registrant signing their services contract, the Registrant 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. These steps aid the Registrant in 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 accord with the Professional Standards.

- 3.2 In some instances, the information or operating parameter of a Project may be inapplicable, unavailable, or not forthcoming. In the interests of due diligence, the Registrant needs to ask the relevant questions and record in writing the Registrant'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 subsequent phases of the Project.
- 3.3 In some situations, a Registrant will be approached to begin work at an intermediate stage of a Project. In that case, the Registrant needs to be satisfied not only with respect to the items listed below but with the resolution of services undertaken by the preceding Registrant, in accord with Professional Standards 5.9, 5.10, and 5.11.

4.0 Pre-Contract Activities to be Considered

- 4.1 Determine if other Registrants are or were involved with the Project. If other Registrants have been involved, ensure no supplanting (Professional Standard 2.2) and comply with professional requirements for transition, per Professional Standards 5.9, 5.10 and 5.11.
- 4.2 If a non-architect provided service in contravention of *Architects Regulation*, notify the AIBC, in accord with Professional Standard 10.8(a).
- 4.3 Address issues pertaining to copyright, ownership and use of design and documents, credits (acknowledgement) and liability.
- 4.4 Determine broadly and to the extent feasible type, size, scope and complexity of Project.
- 4.5 Self-assess ability to provide the required services in accord with Professional Standard 3.7, to provide documents that are complete, correct, comprehensive and coordinated.
- 4.6 Verify ability to provide professional services, including availability, resources, professional liability insurance requirements and licensing (for example Certificate of Practice; Temporary Licence; business licence.)
- 4.7 Verify ability to provide competent professional services, in accord with Professional Standard 3.3, within the Registrant's training, experience and resources.
- 4.8 Discuss such factors affecting Project viability as:
- rezoning/development approval;
 - financing (Client solvency; external funding);
 - economics (Project feasibility);
 - social or community groups;
 - environmental impact;
 - heritage designation;

- archeological constraints; and
 - special considerations.
- 4.9 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 Registrant).
- 4.10 Discuss required professional (architectural and other) services. Is the Registrant 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 acting in the Coordinating Registered Professional role: the Registrant (typical) or one of the Professional Engineers, if competent to do so? Review the roles and responsibilities of the Client during the Project.
- 4.11 Discuss appropriate type of professional services agreement:
- standard form of contract in accord with Professional Standard 5.2, requiring the use of a Board-approved standard form contract or one substantially conforming in all material respects to such standard contract in relation to services, responsibilities and general conditions. Refer to [*Practice Guideline: Standard Form Contracts*](#).
- 4.12 Discuss such possible methods or aspects of construction delivery as:
- single bid, stipulated sum package (CCDC-2);
 - multiple bid packages (how many?) (fast-tracked?);
 - cost Plus (CCDC-3);
 - direct selection by the Client or invited bidders;
 - open bidding;
 - construction Management (CCDC-5A, CCDC-5B, CCDC-17);
 - design-build (CCDC 14, CCDC 32, and coordinated designer-builder and consultant contracts CCDC 15 and CCDC-33); and
 - P3 (public-private partnership).
- 4.13 Discuss potential requirements of authorities, such as:
- official community plan amendment;
 - zoning or land use amendment;
 - development permit(s)
 - bylaw variance or development appeal;
 - site plan agreement;

- demolition permit;
 - building permit(s);
 - provincial permits;
 - municipal/regional fees (utility connections, development cost charges);
 - Letters of Assurance; and
 - certified professional services.
- 4.14 Discuss basic consultant team services, specialist consultant services and related fees and expenses.
- 4.15 Discuss miscellaneous fees and costs paid directly by Client, such as those for legal surveys, geotechnical consulting models, modelling, inspection and testing.
- 4.16 In accord with Professional Standard 5.1(b), discuss professional liability insurance coverage requirements; disclose the Registrant's coverage. Provide the Registrant's Certificate of Insurance to the Client upon request.
- 4.17 If applicable, discuss Project insurance.
- 4.18 Discuss other forms of insurance, such as commercial general liability, auto insurance, WorkSafe BC coverage.
- 4.19 Discuss compatibility of construction budget, Project time schedule, Project program and site.
- 4.20 Discuss professional fees, reimbursable expenses and mechanisms for invoicing and payment.
- 4.21 Discuss Client's expectations on confidentiality, to facilitate the Registrant's compliance with Professional Standard 2.1.
- 4.22 Prepare services contract, compliant with Professional Standard 5.2, and forward to the Client for review.
- 4.23 Assure Client's understanding and acceptance of terms of engagement.
- 4.24 Execute the contract.
- 4.25 In accord with Professional Standard 5.6, proceed with providing services after the contract is executed and the Registrants is in receipt of the Client's instructions.

Practice Guideline Amendment History

2026 September 3 – First Edition. This Practice Guideline is based on information that was previously published as part of Bulletin 90, Minimum Scope of Architectural Services.

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.