



ARCHITECTS' ASSOCIATION OF NEW BRUNSWICK ASSOCIATION DES ARCHITECTES DU NOUVEAU-BRUNSWICK

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16. THE PROFESSIONAL RELATIONSHIP

16.1 General

- (a) The selection of an architect is one of the most important decisions a client makes when undertaking a building project. In this decision they select a professional, conversant with current building construction practices and procedures, upon whose ability the success of the project depends. For this reason, the prudent, client will make a selection based upon a careful evaluation of suitability.
- (b) This document describes the professional services offered by an architect, the fee recommended for these services, and the conditions relating to their engagement.
- (c) The fees stated in the schedule have been established as the fees necessary for the provision of the proper standard of services by an architect under normal circumstances. The fees are those recommended for normal services and are subject to change when the nature of the project, the scope of services or the type and extent of the construction contracts so indicate.

16.2 Professional Conduct

The architect practices by virtue of the responsibilities and rights conferred by Provincial law, the New Brunswick *Architects Act 1987* and the By-Laws of the Architects' Association of New Brunswick. Any breach of the established ethical standards by an architect can lead to membership cancellation or suspension. Members of the public may obtain copies of the Architects Act and By-Laws of the Architects' Association of New Brunswick from the Executive Director, Architects' Association of New Brunswick.

16.3 Agreement Between Client and Architect

- (a) The services of an architect are rendered most effectively when a definite understanding exists between the client and the architect regarding their respective involvement. It is essential that the architect fully explains their duties, responsibilities, obligations, and ultimate liability in undertaking the work and also the expected involvement of the client. This commences with a written contractual agreement which should include all items mutually agreed to. Formal agreements based on recognized standards are preferable and the "Canadian Standard Form of Contract for Architectural Services, Document Six" issued by the Royal Architectural Institute of Canada is recommended.
- (b) The expense of any additional professional liability insurance requested by the client in excess of that carried by the architect shall be charged to the client as a disbursement.

16.4 Architects Services and Responsibilities

- (a) The basic professional services of an architect are outlined in The Canadian Standard Form of Contract for Architectural Services, Document Six.
- (b) The fees for these normal services are stated in The RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect". For this purpose, the Guide is divided into categories of building types and the divisions of building costs. The fee applicable to any building type of any cost can be read directly from the Guide.
- (c) It is presumed the client has detailed knowledge of building requirements, of the site, of all physical and legal matters relating to the site and will provide the architect with a definite statement of requirements enabling the architect to proceed directly with the basic services as set out in the "Canadian Standard Form of Contract for Architectural Services, Document Six."

16.5 Additional Services of the Architect

- (a) Because of the requirements of contemporary conditions of planning and design, the client should give consideration to retaining the architect for additional services on a wider basis than set out in the Canadian Standard Form of Contract for Architectural Services, Document Six. The scope of these additional services will vary depending upon the nature and complexity of the individual project and the client's own planning and development capabilities.



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- (b) Specific additional services which the architect can provide are listed in the Canadian Standard Form of Contract for Architectural Services, Document Six. While the architect might not perform some of these additional services, the architect may act as adviser or agent to the client in procuring and co-ordinating these services. In this manner the architect can assist the client in assuring the required quality, total design control and co-ordination necessary for unified results.
- (c) While it falls into the area of the client's responsibility, it is usually desirable for the architect to assist the client in preparing the statement of requirements of the Canadian Standard Form of Contract for Architectural Services, Document Six, as an additional service. The identification, definition, and analysis of such factors as land assembly, the financing of construction and the operations to be housed often affect whether a project will be undertaken as well as the nature of its design and construction. The architect should be a party to these considerations.
- (d) The information on the physical and legal aspects of the property which the client is required to provide to the architect as listed in the Canadian Standard Form of Contract for Architectural Services, Document Six. If the client does not have this information available, the architect will arrange to provide this as a refundable disbursement. The extent of the architect's involvement in additional services cannot, in most cases, be estimated in advance. It is therefore recommended that the architect be remunerated for these services on a time basis.

16.6 Client Responsibilities

The information that the client is required to provide to the architect and other responsibilities are outlined in the Canadian Standard Form of Contract for Architectural Services, Document Six.

16.7 Consultants

- (a) The continuing objective of the architectural profession is to produce a better physical and social environment. Consultants represent a valuable resource towards this objective to the extent that their specialized experience and knowledge supplement that of the architect.
- (b) The normal services of a structural engineer, a mechanical engineer, and an electrical engineer are included in the basic services, and the architect will co-ordinate the work of these professionals as a basic service.
- (c) Increasingly, the services of other specialist consultants may be desirable to advise on particular aspects of use or function of a range of building conditions. These services might include, for example, specialists in such fields as costing, acoustics, food services or stage equipment. When the project requires the services of specialist consultants, and the work covered by these specialist consultants is not included in the total cost of the work the fee for such consultants shall be paid by the client as noted in the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect". In addition, a fee shall be paid to the architect for co-ordination of the specialist consultants.

17. FEES

17.1 Determination of Basic Fee

As noted in the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect".

- (a) *Project Categories*
 - (1) A building generally will fall into one of the categories as outlined in the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect". Buildings not listed in any of these categories belong in the category to which they most closely relate.
 - (2) In the event of a substantial change in the degree of complexity of certain buildings, their classification should be modified jointly by the client and the architect. Should disagreement arise on the classification of a given project, the Architects' Association of New Brunswick is available to advise on a proper classification with regard to the established categories.



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(b) *Termination of the Contract*

In the event the agreement between the client and the architect is terminated by either party, the client is required to pay the architect for the portion of the work which the architect has carried out. In turn, the client is entitled to copies of all drawings, specifications and documents pertaining to work which the architect carried out and for which the client has paid. For limitations on the use of the documents in such circumstances, see the Canadian Standard Form of Contract for Architectural Services, Document Six.

(c) *Architects' Copyright*

See The Canadian Standard Form of Contract for Architectural Services, Document Six and as detailed in the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect".

17.2 Hourly Rates

(a) *General*

When the method for calculating fees according to the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect" does not apply, or when the architect provides additional or partial services, the architect is entitled to fees related to their responsibilities.

(b) *Hourly Rates*

The hourly rates shall be as listed in the HOURLY RATE SCHEDULE – APPENDIX "B".

(c) *Hourly Rate Calculation*

- (1) Hourly rates have been calculated taking into account payroll costs associated with salary, overtime, statutory holidays, vacation time, and costs such as employer's contribution for Employment Insurance, Worker's Compensation, Canada Pension and Medical Plan coverage.
- (2) Time spent in the architect's office, in the client's premises or on the jobsite is included, as is the time spent travelling.

(d) *Expenses*

The architect is entitled to reimbursement for all reasonable expenses incurred while providing services on the client's behalf. Major disbursements are normally approved by the client in advance.

The cost of special equipment shall be recoverable, plus 15%.

All Engineer's and other consultant's fees, when charged on an hourly basis, shall be recoverable plus 15%.

18. PAYMENTS TO THE ARCHITECT

- 18.1 Payment On Account Of Basic Services as detailed in "Canadian Standard Form of Contract for Architectural Services, Document Six" and the RAIC's "Guide to Determining Appropriate Fees for the Services of an Architect".