



GUIDE FOR USE

ROYAL ARCHITECTS INSTITUTE OF CANADA (RAIC) Doc6 2022 CONTRACT and SUPPLEMENTARY CONDITIONS

FOR USE ON

PROVINCIALY FUNDED BUILDING PROJECTS IN BRITISH COLUMBIA

2023

This guide is developed by the Deputy Ministers Industry Infrastructure Forum (DMIIF) Sub-committee for standard consultant agreements, consisting of representatives of the following:

- **Architectural Institute of British Columbia (AIBC)**
- **Association of Consulting Engineering Companies British Columbia (ACEC-BC)**
- **BC Construction Association**
- **BC Housing**
- **Infrastructure BC**
- **Ministry of Finance**
 - **Risk Management Branch**
 - **Treasury Board Staff**
- **Ministry of Citizens' Services**

Public sector construction projects vary in size and complexity, however projects generally require the engagement of an architect or architectural team, referred to as a Prime Consultant (the *Architect*), to design a new building or renovate an existing space. The [Royal Architectural Institute of Canada](#) (RAIC)'s [Document 6 \(Doc6\)](#) is the Canadian Standard Form of Contract for Architectural Services (the *Contract*).

Purpose of Guide:

The purpose of this guide is to provide the British Columbia Provincial public sector capital owners requiring Prime Consultant architectural services with:

1. Instructions to access the Provincially endorsed RAIC Doc6 contract (the '*Contract*') and the Supplementary Conditions developed by the Province for use with the RAIC Doc6 contract (the '*Supplementary Conditions*'),
2. Information required to properly and consistently make use of the *Contract* and *Supplementary Conditions*.

SECTION A. Contract

The *Contract* is comprised of the following:

1. Base Agreement:

The base agreement details the services required by the *Owner* from the *Architect*, explains the project information (location, construction budget, construction schedule), any additional consultant/s required, as well as what the *Architect* will be paid for the services.

This information is the foundation for the *Contract* and it is essential that fields are populated to ensure that all project information is accurate.

This document is now available in an electronic format [Digital Contracts] only and must be accessed directly from the RAIC website - [Royal Architectural Institute of Canada | \(raic.org\)](https://www.raic.org).

2. Definitions:

Definitions are included in the base agreement. If additional definitions are required, they must be added to the *Supplementary Conditions* – Schedule D.

3. General Conditions:

The *Contract's* standard terms and conditions are referred to as General Conditions (GC's).

These conditions must not be updated and/or changed from their current format, with the exception of changes that have been made in the endorsed *Supplementary Conditions*.

4. Schedules:

- **Schedule A – Services** documents the responsibility of the *Architect* and is to be completed by the *Owner* for the basic services, referred to as F1. Design services for the full design of a program space would include the following milestones - Pre-Planning, Schematic Design, Design Development, Bidding/Negotiation Phase and Construction Administration Phase, and would be populated at the time of posting the procurement documentation.
- **Schedule A1 – Pre-Design Services** is available should the *Owner* require the *Architect* to coordinate and be responsible for additional services like - Pre-Design Services, Building Condition Assessment/s, or specific services in the pre-planning phase of a project.
- **Schedule B – Reimbursable Expenses** documents the allowed expenses (photocopying, binding, courier charges, etc.) under the *Contract*, and should be carefully considered when preparing the draft *Contract*.
- **Schedule C – Time Based Rates** documents the hourly rates that the *Architect* can use should additional services be required, or should the *Owner* need to hire an architect on an hourly rate.

5. Schedule D - Supplementary Conditions:

The *Supplementary Conditions* amend the base terms (Base Agreement) and conditions (General Conditions) of the *Contract* and are intended for use by British Columbia Provincial public sector project owners (public sector owners).

The Supplementary Conditions have been developed in collaboration with a sub-committee of the Deputy Ministers and Industry Infrastructure Forum (DMIIF), made up of subject matter experts including representatives from the Province, Architectural Institute of BC (AIBC) and the Association of Consulting Engineering Companies – BC (ACEC-BC), and have been endorsed by the Province's Risk Management Branch, Legal Services Branch, and Ministry of Attorney General.

The following is a summary of changes outlined in the Supplementary Conditions:

1. **Definitions**

Additional definitions have been included.

2. **GC 4 – Construction Budget**

Additional language to permit costing at definitive stages in the design phase and at termination of the *Contract*.

3. **GC 6 – Use of Documents**

Language has been revised to permit additional controls over the use and distribution of documents pertaining to the Project.

4. **GC 9 – Limits of Liability**

Language should be revised for each project, as project needs vary and/or change depending on owner and program area needs.

5. **GC 10 – Insurance**

Language should be reviewed and updated by the Risk Management Branch, Risk Representative for the Ministry, for each specific project, as needs vary and/or change from depending on owner and program area needs.

Public sector owners must coordinate insurance requirements with the Risk Management Branch.

6. **GC 12.5 – Reimbursable Expenses**

Language has been revised to include additional reimbursable expenses allowed under the *Contract* for permitting, design modelling, etc.

7. **GC 14 – Dispute Resolution**

Language has been amended to allow for the *Architect* to participate in a dispute between the *Owner* and the construction contractor, and outlines if/when the *Architect* may submit for additional compensation from the *Owner* to cover costs of participating in the dispute.

8. **GC15.7 – Information Technology (IT) Related Threats**

This section has been added to document the process required to be followed by both the *Architect* and the *Owner* if an IT threat is identified.

9. **GC 17 – Confidentiality**

This section adds confidentiality requirements related to the Freedom of Information Act (FOIPPA) and disclosure of *Project* information, e.g., requesting approval from the *Owner* to use photos of the *Project* for print media/publication or for a public event/s.

These Supplementary Conditions should be reviewed by the public sector owner procuring the services to ensure suitability for the project, owner and program area and before introducing additional terms into the Supplementary Conditions, public sector owners **need to consult** with Risk Management Branch and Legal Services Branch.

SECTION B. Reference Documents

Project managers, procurement specialists and contract managers should be aware of the following laws, trade agreements, Freedom of Information requirements, information technology (IT) policies and core policy:

1. Trade Agreements

[Trade agreements - Province of British Columbia \(gov.bc.ca\)](#)

2. OCIO

[Office of the Chief Information Officer - Province of British Columbia \(gov.bc.ca\)](#)

3. Risk Management Branch

[Risk Management for Government & Provincial Public Sector - Province of British Columbia](#)

[Risk Management Branch \(gov.bc.ca\)](#)

4. FOIPPA:

[FOIPPA Policy & Procedures Manual - Province of British Columbia \(gov.bc.ca\)](#)

5. CORE POLICY AND PROCEDURES MANUAL (CPPM)

[Core Policy & Procedures Manual - Province of British Columbia \(gov.bc.ca\)](#)