



The Royal Architectural  
Institute of Canada

# Short Form Agreement Between Client and Architect

## DOCUMENT EIGHT | 2007 Edition



**Agreement** made as of the  day of  in the year of

**Between the Client:** *(name and address)*

**and the Architect:** *(name and address)*

**For the Project:** *(name and address or location and brief description, including size)*

**The Client and Architect agree to the following terms and conditions:**

1. The Architect's Services consist of:

2. The Client and the Architect agree to execute a more detailed Agreement consistent with the Canadian Standard Form of Agreement Between Client and Architect – RAIC Document Six, or other form of agreement by the

day of  in the year of

**Yes**     **No**

3. The Client will pay the Architect fees and reimbursable expenses as set out below:

<input type="checkbox"/> Fixed fee of \$ <input style="width: 100px;" type="text"/> <input type="checkbox"/> Percentage-based fee, <input style="width: 50px;" type="text"/> % of Construction Cost <input type="checkbox"/> Retainer of \$ <input style="width: 100px;" type="text"/>	<input type="checkbox"/> Fee calculated on a per diem basis: <input style="width: 100px;" type="text"/> <input type="checkbox"/> Fee calculated on an hourly basis: <input style="width: 100px;" type="text"/>
<p><b>Note:</b> Invoices are submitted monthly. GST or HST will be invoiced in addition to all fees and expenses.  <b>Reimbursable expenses are charged at cost plus 10% for administration.</b> For the purpose of calculating percentage-based fees, Construction Cost includes all applicable sales and value-added taxes (such as GST). The retainer is the minimum amount payable under this Agreement, and will be credited against the final invoice. Accounts are submitted monthly and are due when rendered. Unpaid accounts shall bear interest, calculated monthly, at <input style="width: 30px;" type="text"/> % per annum commencing <input style="width: 30px;" type="text"/> days after the date that the Architect submits the invoice for fees, reimbursable expenses and applicable taxes.</p>	

**Signed:**

\_\_\_\_\_  
Architect

\_\_\_\_\_  
Client

# General Conditions

## 1. Representatives

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement

## 2. Compensation

Services rendered and reimbursable expenses will be invoiced in accordance with Section 3 of the Agreement.

Reimbursable expenses include, but are not limited to, the expenses of Subconsultants, type-setting, copying, reproduction expenses, CAD plotting expenses, delivery, courier, fax, telex, long distance telephone charges, travel, lodging, photography and applicable sales and value-added taxes including GST and HST.

- 2.1 Construction Cost means the contract price(s) of all Project elements designed or specified by or on behalf of the Architect, permit fees, contingency amounts, and all applicable taxes including such value added taxes as the GST, whether recoverable or not. Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimated cost of construction as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs which are the responsibility of the Client.

## 3. Suspension

The Architect reserves the right to suspend service on this project if invoices are not paid within 30 days from the date of issue and the Architect will not be liable for any costs or delays caused by the suspension of services.

## 4. Termination

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

In the event of termination, the Architect shall be paid within 30 days of the date that an invoice is submitted for all services performed to the effective termination date, together with reimbursable expenses and all termination expenses and applicable taxes then due.

## 5. Environment

The Architect is **not** responsible for:

- 5.1 the discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of toxic

or hazardous substances or materials in any form at the place of the Work;

- 5.2 the advice of any independent expert respecting the exposure of persons, property or the environment to toxic or hazardous substances or materials in any form at the place of the Work, whether or not the consultant was selected by the Architect on behalf of the Client and/or the Contractor.

## 6. Professional Responsibility

In performing the services, the Architect will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services contemplated in this engagement at the time during and the location in which the services were performed.

## 7. Copyright

Copyright for the design and drawings prepared by or on behalf of the Architect belong to the Architect. Plans, sketches, drawings, graphic representations and specifications, including computer generated designs, are instruments of the Architect's service and shall remain the property of the Architect whether the Project for which they are made is executed or not. Submissions or distribution of the Architect's plans, sketches, drawings, graphic representations and specifications to meet official regulatory requirements or for other purposes in connection with the Project are not to be construed as publication in derogation of the Architect's reserved rights. The Client's use of the Architect's design and drawings is contingent upon full payment to the Architect for services rendered.

## 8. Construction Phase - Field Review

Field services are at the sole discretion of the Architect, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the construction documents and permits.

## 9. Limitation of Liability

The Client agrees that any and all claims which the Client has or hereafter may have against the Architect in any way arising out of or related to the Architect's duties and responsibilities pursuant to this Agreement, shall be limited to the amount of \$250,000. "Claim" or "claims" shall mean a claim or claims whether in contract or tort. The "Architect" includes the Architect's officers, directors, employees, representatives and consultants. No claim may be brought against the Architect in contract or tort more than two (2) years after the services were completed or terminated under this Agreement.

The Architect shall not be responsible for:

- 9.1 the failure of any Contractor retained by the Client, to perform the Work required on the Project;
- 9.2 the design of, or defects in, equipment supplied or provided by the Client for incorporation into the project;
- 9.3 any cross-contamination resulting from sub-surface investigations;
- 9.4 any damage to subsurface structures and utilities which were identified and located by the Client and/or its consultants;
- 9.5 decisions made by the Client which were made without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
- 9.6 any consequential loss, injury, or damages suffered by the Client, including but not limited to loss of use or earnings, and interruption of business;
- 9.7 the unauthorized distribution of any confidential document or report prepared by or on behalf of the Architect for the exclusive use of the Client.

## 10. Dispute Resolution

The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, either party may, by written notice, require the appointment of a mediator in accordance with the latest edition of CCDC 40, "Rules for Mediation and Arbitration of Construction Disputes", to assist the parties to reach agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those Rules as amended as follows:

- 10.1 All references to the term "the Contract" within CCDC 40 are to be considered references to "this Agreement";
- 10.2 For references in CCDC 40 to Schedule; time; Extension of time period; and termination if no agreement; the time period shall be adjusted from "10 Working Days" to read "15 calendar days".