

Guide to the Canadian Standard Form of Contract for Architectural Services

DOCUMENT SIX

2006 Edition

NOTE: All terms which are defined and which are used throughout this document appear in *italicized* text beginning with a CAPITAL letter.

Purpose

Document Six, 2006 is applicable for ALL TYPES OF PROJECTS including but not limited to projects where:

- the *Architect* is the "prime" consultant;
- the *Architect* is one of a number of separately engaged consultants;
- the *Architect* provides services for a traditional architectural *Project*;
- the *Project* does not necessarily involve the design or construction of a building;
- the *Architect* provides any of a number of services from functional programming to facilities management and beyond (refer to the **Canadian Handbook of Practice** Chapter 2.1.10).

This Guide is intended to explain Document Six, 2006 and to assist the Client and the *Architect* in completing the Agreement Form and Schedules.

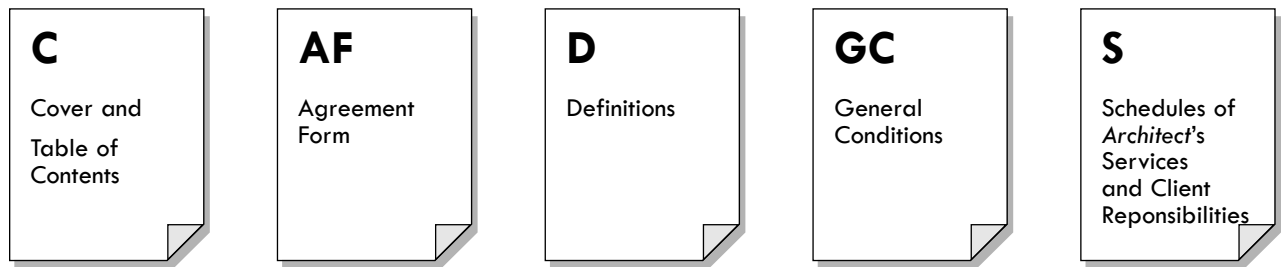
Format

The 2006 Canadian Standard Form of Contract for Architectural Services has been slightly revised in format and content from the 2002 Canadian Standard Form of Contract for Architectural Services.

This revised version improves the format of Document Six, 2002 and addresses the numerous concerns expressed by users of Document Six, 2002, including:

- Increased flexibility to expand and contract fields within the agreement to accommodate the length and size of text being entered
- Permitting zero to be entered into the fields
- Permitting printing before all fields have been entered (unlike Document Six, 2002 which required all fields to be completed before printing if the user did not have the full version of Adobe Acrobat)
- Reduction in "white space" by eliminating repetitious text, reducing and standardizing font and font size, and better distribution of the text on the page, resulting in major reduction in the volume of completed document.
- Additional schedules are added that are designed for easier completion and comprehension of the responsibilities of the Client and the services of the *Architect*.

Document Six, 2006 is still subdivided into the following five parts:



This format adopts some of the features of Canadian Construction Documents Committee (CCDC) documents, namely the use of the three parts, Agreement Form, Definitions, and General Conditions. It allows for flexibility in that Schedules of *Architect's* Services and Client Responsibilities can be customized for each individual project.

Web-based Document

Document Six and may be downloaded from the RAIC website at: www.raic.org

Copyright

The RAIC holds the copyright for this document as well as for all of the national standard contract documents of the architectural profession in Canada. The copyright was assigned to the RAIC by the provincial associations of architects in 2004.

In order to maintain and publish this document and other standard contract documents, the RAIC generates revenue through the sale of authorization seals. These seals are used in the same manner as CCDC documents. To be permitted to use Document Six the user must affix an authorization seal to the cover of each copy of the contract containing an original signature. Typically each contract will require two authorization seals – one for the original executed contract copy retained by the Client with the *Architect's* signature and one for original executed contract copy retained by the *Architect* with the Client's signature. Additional file record copies may be photocopied.



Authorization seals may be ordered online through the RAIC website or by telephone, fax or mail.

Agreement Form

The Agreement Form contains the basic information that must be completed for each *Project*. The **Agreement Form** is no longer in an editable portable document format (PDF) but rather it is **now in Word format for easy editing** on a personal computer.

- Download the components of Document Six from the RAIC website and save them to the appropriate computer file folder
- **Complete, edit, and format** the Agreement Form
- Select and customize the Schedule or Schedules that apply to the *Project*



- SAVE the files and print the Cover, Agreement Form, Definitions, General Conditions and Schedule(s)
- Insert two copies of the entire *Contract* into two official covers for execution by the Client and the *Architect*. Affix authorization seals to the two official covers.

Definitions

Document Six includes a separate section of definitions for the important terms used throughout the *Contract*. A search engine allows for easy cross-referencing. All definitions are CAPITALIZED and written in '*italics*' both in Document Six and in this Guide. This is the same format used in all CCDC documents. The definitions in Document Six are consistent with the definitions in CCDC documents. Definitions must not be altered.



In order to make a shorter document, the following definitions are no longer included in the 2006 version of Document Six:

Client
Construction Manager
Contract for Architectural Services
Contractor
Design-Builder
Dispute
Subcontractor

The following additional definitions have been provided in this 2006 version:

Consultant
Consultant Coordination
Reimbursable Expenses

General Conditions

There are some minor modifications to this section, namely:

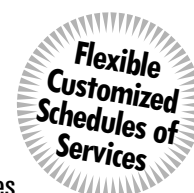
1. Those acts that are not part of the *Architect*'s responsibilities have been relocated to a new General Condition, **GC7 Liability of the Architect**. GC7 outlines other terms and conditions such as the professional liability insurance, limitation of claims, reliance on published manufacturers' product information, architect not liable for consultants, and claims against employees. Users should review this new General Condition carefully.
2. The term "Statement of Probable *Construction Cost*" has been replaced with "**Estimate of Probable *Construction Cost***".
3. The General Conditions on "**Dispute Resolution**" have been eliminated except for a reference to the provisions of the applicable provincial or territorial legislation.

Also, a new clause, GC1.3 under "**GC1 Client's Responsibilities**", has been added in February 2008 regarding conditions of arbitration between the Client and Contractor.

The General Conditions must not be altered.

Schedules

Document Six, 2006 now provides greater flexibility for different types of projects and services. Document Six, 2006 provides several different Schedules to be selected and customized for each project. The Schedules also serve as a handy checklist for the Client and the *Architect* to ensure that all information required for the *Project* is acquired and provided.



Schedule A

The scope of *Architect's* services and Client's responsibilities can be included using a **tabular** schedule (Schedule A) in which each row identifies a service or responsibility with a brief description and one of three columns is required to be checked for each row to identify whether the item is the responsibility of the *Architect*, the Client or not applicable for this *Project*. Schedule A anticipates that the entering of services to be performed by the *Architect* be designated with an alpha-numeric designation relating the service to the fee component of the Agreement portion of the contract (e.g. F1 and F2, etc., or Fee1 and Fee2, etc.). See the example in this Guide.

Schedule B

In the alternative, the parties may prefer a schedule in **text format** that sets out the respective scope of services of the architect and responsibilities of the client.

The following two Schedules are another option and should be edited to suit the *Project* and must be cross-referenced to avoid duplication and/or omission of important elements. If selected, both Schedule C and D must be included as part of any *Contract*:

Schedule C – Schedule of *Architect's* Services

This Schedule remains unchanged from the 2002 version and is meant to assist *Architects* by demonstrating to Clients the wide range of services offered by the architectural profession.

Schedule D – Schedule of *Client's* Responsibilities

This Schedule remains unchanged from the 2002 version.

Other Schedules

Architects may use Document Six, 2006 for services that may not result in a building or construction *Project*. Customized schedules may be prepared by the architect for a wide range of non-traditional services such as functional programming, facility management, and numerous other services.

Using Document Six

1. Completing the Agreement Form

A1 Date –

Insert the date that represents when an agreement was reached. This could be:

- the date that an oral agreement was reached; or
- the date the *Contract* was submitted to the Client; or
- the date the Client first authorized action; or
- the date of execution of the *Contract*.

A2 ***Client and***
A3 ***Architect –***

Insert the following:

- the names of the parties signing;
- the names of firms, if applicable;
- the capacity of the person signing;
- the legal status of both parties (e.g. sole proprietorship, partnership, joint venture, corporation, etc.).

Also, where applicable, attach a copy of the resolution authorizing an individual to act on behalf of a firm or entity.

A4 ***Project –***

Insert a detailed description of the *Project* and its characteristics and if applicable make reference to the functional program or design brief. The description should provide sufficient detail to confirm the *Construction Budget*.

A5 ***Construction Budget –***

Insert the amount that the Client has established as the budget for the construction as defined in Document Six. This figure represents the total expenditure, which may be the total cost of an endeavour that does not necessarily include construction, such as a master plan, marketing program or feasibility study.

***Construction Cost* includes value-added taxes in all provinces/territories except British Columbia.**

A6 ***Construction Procurement Method –***

Insert the anticipated form of construction procurement and, if known, the anticipated form of *Construction Contract* (for example, CCDC2 – Stipulated Price *Contract*) to be used for the proposed method of construction. If the method of hiring a builder is not known at the time of execution of the *Contract*, the *Architect* should advise the Client that certain methods of procurement will result in increased professional services and fees. The Schedule of *Architect's* Services should clearly indicate the extent of services to be provided with respect to the pre-qualification of contractors, bidding, negotiations, *Construction Contract* preparation, etc. Refer also to the Canadian Handbook of Practice for Architects, Chapter 2.3.2, Types of Construction *Project* Delivery.

A7 and A8
Schedules –

Insert the name(s) of the Schedule or Schedules, which list the architectural services to be provided on the *Project*. The Schedule(s) must be attached to and form part of the *Contract*. The name(s) of Schedule(s) should include the title of the *Project*, project number and a general description of the type of architectural service such as:

Design and Contract Administration Services for a New Community Centre at Lac Huard, Québec; or
Pre-design Services for an Ambulatory Care Addition to the Seaview Hospital in Pleasant View, New Brunswick; or
Interior Design Services for the Offices of McDermott and McCarthy, 333 Main Street Toronto, Ontario

If there are questions regarding the minimum scope of services necessary for proper professional care, contact the provincial/territorial association of architects in the location of the *Project*.

Architects are encouraged to expand upon the description of services in the schedules commensurate with the complexity of the *Project* to ensure that the Client understands not only what is included in the scope of services, but

also what is not included. Review the details of the *Contract* with the Client and consider the *Contract* as the record of what has been agreed upon.

The Schedules provided on the RAIC website include a wide range of possible services for the *Architect* to select and edit.

NOTE: Also refer to the provisions in the applicable Canadian Construction Documents Committee *Contract* for the chosen method of Construction Procurement, at: www.ccdc.org

The *Architect* should ensure that the Client Responsibilities in Document Six are cross-referenced with and appropriate to the *Construction Contract* for the *Project*.

A9 **Consultants –**

Insert a list with the full legal names of all *Consultants*. It is important to distinguish between *Consultants* who are engaged and paid for by the *Architect* directly, and those *Consultants* that the Client may engage and pay for. Refer to the **Canadian Handbook of Practice** Section 2.3.1, page 2 for more information on the role of the *Architect* in *Consultant Coordination*. The *Architect* must ensure that the fee for architectural services is sufficient for the coordination of all of the *Consultants*.

Typically the *Architect* may engage structural, mechanical and electrical engineers and others such as landscape architects, food service consultants, etc. If the *Architect* engages *Consultants* then **Document Nine, Canadian Standard Form of Agreement Between Architect and Consultant**, should be used. The Client may engage geotechnical engineers, process engineers, energy management consultants, etc. It is also possible for the Client to engage all of the *Consultants*.

NOTE: It is important for both the *Architect* and the Client to ensure that the terms of *Consultant* agreements are compatible with the terms of the *Contract* and that all *Consultants* maintain the appropriate professional liability insurance.

A10 **Fees –**

NOTE: Before completing this section of the Agreement Form, refer to the published bulletins, tariffs and practice notes as applicable from the provincial/territorial associations of architects.

The tabular Schedule A provides for identification of services that the Client and *Architect* have agreed will be provided by the *Architect*. This is accomplished by entering in the *Architect's* services column in the schedule alongside each of the services that have been so agreed the appropriate letter (F1, F2 or F3, or Fee1, Fee2, Fee3, etc.) with a numeric subscript. See examples of schedules later in this section.

The purpose of this is twofold:

- to identify the service that the Client and *Architect* have agreed that the architect will provide under this contract, and
- to identify the method that the fee will be calculated for each service.

Not all fees for all services can be determined at the time of executing the contract; however, the method of calculating fees for indeterminate services can be established and agreed to. In some cases it might be appropriate to specify the fees agreed to prior to the service being provided.

For example:

F1 could, refer to a fee based upon a percentage of construction cost,

F2 a per diem or hourly rate,

F3 a fixed fee,

and so on.

The designations of F1, F2, F3, etc. indicate the methods of calculating *Architect's* fees agreed to by the parties for a specific project. The designations are specific to the project and do not necessarily represent fees set out on other projects.

Note that article GC12.5 anticipates a provision for hourly rates to be set out in article A10 for use as a default in the event that the Client requires services additional to those agreed to and set out in the schedules, and for which a mutually acceptable fee cannot be arrived at.

Examples of fee entries under article A10:

(NOTE: These can be copied and pasted directly into A10, with modification and entry of numbers to suit the specific contract)

If the agreed arrangement is for the percentage of construction fee to be applied on the final *Construction Cost* for the entire fee, then either party may be subject to a loss. If the final cost is significantly in excess of the last agreed to estimate of probable construction cost, the Client may be required to pay more than was anticipated. In the alternative, if the final cost is significantly less than was expected, there could be a requirement for the *Architect* to refund the Client fees billed a loss to the *Architect* if the changes result in a net credit.

F1 Fee for F1 services shall be computed as follows:

____ % of construction cost, apportioned as follows:

Schematic design phase	percent (__ %)
Design development phase	percent (__ %)
Construction documents phase	percent (__ %)
Bidding or negotiating phase	percent (__ %)
Construction phase-contract administration	percent (__ %)

Fees will be invoiced monthly as the project progresses. Final invoice will be calculated on the final total cost of construction, less fees previously billed. No fees will be charged separately for changes to the Work.

This form of percentage fee computation is equitable to both parties. The *Architect* is paid for services performed in making changes to the Work and is paid for the actual services performed for contract administration. Neither party will gain a windfall at the expense of the other. However, more accounting is required in that changes to agreed work from inception must be accounted for and billed progressively.

F2 Fee for F2 services shall be computed as follows:

_____ % of construction cost, apportioned as follows:

Schematic design phase	percent (__ %)
Design development phase	percent (__ %)
Construction documents phase	percent (__ %)
Bidding or negotiating phase	percent (__ %)
Construction phase-contract administration	percent (__ %)

Fees will be invoiced monthly as the project progresses; calculated on the agreed budget at the commencement of the schematic design phase, on the agreed to estimate of probable *Construction Cost* at the commencement of design development, construction documents, and bidding phases, and on the actual final *Construction Cost* for the construction-contract administration phase.

Fees for changes to the work shall be as agreed prior to the commencement of services for the change. If a specific fee for a change is not agreed prior to the performance of the services in respect of the change, the fee shall be at an hourly rate of:

Principals	\$ _____ per hour
Senior staff	\$ _____ per hour
Intermediate staff	\$ _____ per hour
Junior staff	\$ _____ per hour
Clerical	\$ _____ per hour

F3 Fee for F3 services shall be computed as follows:

A fixed fee of \$ _____, apportioned as follows:

Schematic design phase	percent (__ %)
Design development phase	percent (__ %)
Construction documents phase	percent (__ %)
Bidding or negotiating phase	percent (__ %)
Construction phase-contract administration	percent (__ %)

Fees for changes to the work shall be as agreed prior to the commencement of services for the change. If a specific fee for a change is not agreed prior to the performance of the services in respect of the change, the fee shall be at an hourly rate of:

Principals	\$ _____ per hour
Senior staff	\$ _____ per hour
Intermediate staff	\$ _____ per hour
Junior staff	\$ _____ per hour
Clerical	\$ _____ per hour

F4 Fee for F4 services shall be computed as follows:

Hourly as project progresses at the following rates:

Principals	\$ _____ per hour
Senior staff	\$ _____ per hour
Intermediate staff	\$ _____ per hour
Junior staff	\$ _____ per hour
Clerical	\$ _____ per hour

F5 Fee for F5 services shall be computed as follows:

Hourly as *Project* progresses at the following rates:

A factor of ____ times direct personnel expense

(NOTE: Hourly expressed as a factor of direct personnel expense typically varies between 2-1/2 and 3-1/2 times direct personnel expense.)

Apportionment of fees to phases of services is typically in the ranges of:

Schematic design phase	percent (12 to 18 %, typically 12 1/2%)
Design development phase	percent (12 to 18 %, typically 12 1/2%)
Construction documents phase	percent (35 to 55 %, typically 50%)
Bidding or negotiating phase	percent (2.5 to 7 %, typically 5%)
Construction phase-contract administration	percent (20 to 35 %, typically 20%)
<hr/>	
Total	100 %

Architectural services are typically of two types:

- Those for which fees can be calculated and hence form part of the "basic" services.
- Those for which the fees are indeterminate at the time of execution of the contract. Typically these could be on a per diem or hourly basis unless otherwise agreed.

Furthermore, it is common to have different fees for different phases of services (e.g. hourly rate for schematic design, fixed fee for design development and construction). Indeterminate services can be as later agreed to, or, as a default in the absence of accord, on a per diem basis.

Additional Services are services that are not listed as being the responsibility of the *Architect* and are at some point during the contract requested by the Client. These too could be noted in the agreement articles to be remunerated as per diem or hourly unless otherwise agreed.

A11 Administration Fee for Reimbursable Expenses

Insert the percentage multiplier (e.g. 10 or 15 %), applied to reimbursable expenses, which is used to cover the cost of financing, handling and administration. Alternatively, insert a formula for calculating administrative expenses.

A12 Automobile Travel

Insert the cost per kilometre to be charged on all automobile travel. The Treasury Board of Canada regularly publishes rates for each province and territory based on gasoline and other typical automobile expenses.

A13 Retainer

Insert the amount of the retainer, as applicable. Select one of the two optional clauses.

Option 1 is currently recommended by the Ontario Association of Architects and in this option, the retainer is a minimum, non-refundable payment or separate fee for commencement of the project.

Option 2 refers to a retainer that is an advance payment on fees which would be deducted from the final invoice and is accounted as a statement of credit on the client's account.

A14 Billing Period

This has been changed from Document Six, 2006. The clause now indicates that invoices shall be issued **monthly**. If the frequency of billing should be at different intervals, this clause should be changed to bi-weekly or other time periods or *Project* milestones.

A15 Interest on Unpaid Invoices

Insert the amount of interest that will be added to unpaid invoices, and the number of days (such as 30 or 60 days) after the date when interest calculations commence. The *Architect* should advise the Client in writing of the date of submittal of the invoice.

A16 Language of the *Contract*

Insert either "English" or "French" as applicable. Although Document Six, 2006 is available in both English and French, it may be important that one language govern if there is a discrepancy between the *Contract* and other *Project* documents if they are prepared in both official languages.

NOTE: On certain federal government projects, both languages are considered equal and one language does not govern over the other.

A17 Notices

Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the

corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 working days of the date of mailing. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

A18 Other Terms of *Contract*

Any additional conditions or modifications to the Standard Form of *Contract* for Architectural Services should be included under this article. It is also possible to provide a separate Schedule that describes "Other Terms of *Contract*" and make reference to the Schedule under this article.

The Client and the *Architect* should ensure that the language used in the Other Terms of *Contract*, is consistent with all other *Consultant* agreements and *Construction Contracts* applicable to the *Project*.

Examples of Other Terms of *Contract*:

Example 1 – Limits of Coverage of Professional Liability Insurance

If the *Architect* has obtained professional liability insurance for the specific *Project* to which this *Contract* applies, the policy or proof of insurance may be appended to this *Contract*, and the limits of coverage stated under this article. The amount of the premium for this insurance, if not negotiated as part of the fee arrangement, should be recovered as a reimbursable expense.

Example 2 – *Consultant's* Professional Liability Insurance

The *Architect* should obtain from the Client proof of professional liability insurance from all consultants that the Client engages directly. This documentation should be appended to the *Contract* and the limits of coverage should be indicated in A18 Other Terms of *Contract*.

Example 3 – Early Release of Holdback

In some provinces/territories architects have lien rights and their fees are subject to statutory holdbacks depending on the provincial/territorial lien legislation. The *Architect* may include in this article a clause that permits the Client to pay an early release of holdback of any professional fees for that portion of the *Architect's* service that is complete if the provincial/territorial Lien legislation so provides. Consult your provincial/territorial association for the specific wording.

NOTE: *Architects* are strongly advised to seek legal, insurance and professional advice before considering any revision to the General Conditions. In particular *Architects* are cautioned that use of modified General Conditions may affect liability insurance coverage.

Signing Page and Execution of the *Contract*

Insert the names of the parties and the titles of the persons signing. The authorized representatives of both parties should sign the *Contract* within the official Cover and, if appropriate, seal the documents with the corporate or business seal (NOT the *Architect's* professional seal). The witness to the signatures need not be the same person for both signatures.

2. Definitions

Additional Services

Document Six, 2006 continues to identify those services that represent a change in the scope of services after entering into the *Contract*. For *Additional Services*, the *Architect* should prepare a new *Contract*, or prepare a document outlining the change(s) in the scope of services, and the fees for same, and obtain the Client's agreement and signature. It is recommended that the letter outlining the *Additional Services* and fees include a reference to the *Contract* to bind the

parties to the terms and conditions agreed to in the *Contract*. This is similar in practice to a Change Order for a *Construction Contract*.

Construction Cost

Consistent with previous editions, Document Six, 2006 DOES include value-added taxes (such as GST or HST) in the calculation of *Construction Cost*, and therefore, the inclusion of these taxes in any fee calculations that are based on a percentage of *Construction Cost*.

However, architects in British Columbia should note that value-added taxes are excluded from the calculation of *Construction Cost* under the Tariff of the Architectural Institute of British Columbia.

Also noteworthy in this definition is the list of items that are excluded from the *Construction Cost*. These items are listed to ensure clarity and understanding when preparing calculations and estimates.

Field Review / General Review

This definition is written to accommodate different terminology and professional services required during the construction phase of a project in several provinces/territories. (For example, in Ontario the term is "General Review", and in British Columbia the term is "Field Review"). Users of Document Six are advised to consult with the provincial/territorial association of architects for the correct terminology and scope of professional services required in the location of the *Project*.

The timing, the work to be reviewed, and the determination of general conformity are at the core of the *Architect's* services during construction and are at the *Architect's* discretion.

3. General Conditions

NOTE: *Architects* are strongly advised to seek legal, insurance and professional advice before considering any revision to the General Conditions. In particular, *Architects* are cautioned that use of modified General Conditions may affect professional liability insurance coverage.

GC1 Client's Responsibilities –

This edition of Document Six requires the preparation of a Schedule of Client's Responsibilities during the course of delivery of professional services.

GC2 *Architect's* Responsibilities –

Document Six requires the *Architect* to prepare a Schedule that outlines the professional services to be provided for each and every *Contract*.

GC3 *Construction Budget* and *Construction Costs* –

Care should be exercised not only in the preparation of an estimate of probable *Construction Cost*, but also in all communications about estimates. The term "*Construction Cost*" is used in this *Contract* because typically it is the term that is used in discussion with the Client. It must be remembered, however, that sometimes the *Architect's* estimate of probable "*Construction Cost*" is incorrectly construed as a "quotation". *Architects* should inform their clients that the estimate of probable "*Construction Cost*" is neither a quotation nor a guarantee.

The *Architect* and the Client should include reasonable contingencies in the *Construction Budget* for:

- bidding in case the lowest acceptable bid is higher than the mutually agreed estimate of *Construction Cost* prepared or agreed to, by the *Architect*;
- changes in the Work, because they are unpredictable and to a degree inevitable;
- costs such as special inspection and testing, especially in renovation work, which may not become known until the *Project* is under construction.

The *Contract* does not include a provision for a fixed limit of *Construction Cost* or *Contract Time*. The establishment of such a limit is unsatisfactory for most projects as it tends to invite unrealistic expectations on behalf of the Client and may expose the *Architect* to unreasonable risks. If the *Contract* is amended to require the *Architect* to keep the *Construction Cost* within a fixed limit, (i.e. with no budget flexibility to allow for cost increases), include Other Terms of contract in Article A18 to:

- require the Client to include contingency amounts in the *Construction Budget* in order to accommodate design changes, price escalation before bidding, and cost increases during construction; and
- permit the *Architect* to determine what materials, equipment, component systems, and types of construction are to be included in the *Contract Documents*, to make reasonable adjustments in the scope of the *Project*, and to include alternate prices in the bidding documents to adjust the *Construction Cost* to the fixed amount.

CG4 Certificates for Payment –

It is essential for the *Architect* to provide *Field Review / General Review* in order to be able to certify payments and performance responsibly. Therefore, it is in the interest of both the Client and the *Architect* that the substance of these clauses be clearly understood and respected. The *Architect* must comply with the requirements of the applicable Building Code and regulations of the provincial/territorial association of architects.

CG5 Copyright and Use of Documents –

The *Architect* is encouraged to ensure that the Client respects the copyright of all drawings and documents produced by the *Architect*. If the Client requests the use of the documents for other purposes including distribution through electronic plans rooms, for facility management, or for future additions or renovations, etc. the *Architect* should prepare, for the appropriate fee, a licence agreement for the limited use of such documents.

If the documents are prepared by or on behalf of the *Architect*, the *Architect* owns the copyright. If the *Architect* has the documents prepared under contract by an independent contractor (another architectural practice, etc.), in the absence of a written assignment of copyright by the independent contractor, the *Architect* would be advised to ensure the agreement between the *Architect* and the independent contractor includes wording to effect the assignment. The **Standard Form of Agreement, Document Nine** binds the *Consultant* (independent contractor) to all the terms and conditions of the lead contract, including the statement that the work performed on the *Architect*'s behalf is owned by the *Architect*. If there is any doubt whatsoever, it would be prudent to seek legal advice BEFORE any work is done.

Refer to the 2001 Supplement to the Canadian Handbook of Practice for *Architects* for additional information on the copyright and distribution of digital documents.

CG8 Suspension and Termination –

Suspension

The *Contract* provides that in the event of suspension, the Client will pay the *Architect*:

- fees and expenses directly attributable to suspension for which the *Architect* is not otherwise compensated including the costs of suspending the *Architect*'s own contractual and employee commitments relating to the *Project*; and

After the *Project* recommences, the *Architect* should also determine what, if any, start-up costs are incurred, and seek proper compensation for those costs.

Termination

The *Contract* provides that in the event of abandonment or termination of the *Project*, the Client will pay the *Architect*:

- (a) fees for services performed to the date of abandonment, or termination;
- (b) reimbursable expenses then due;
- (c) expenses directly attributable to abandonment or termination for which the *Architect* is not otherwise compensated including the *Architect*'s cost of terminating his contractual and employee commitments relating to the *Project*; and
- (d) an additional amount that represents compensation for loss of anticipated fees, the amount to be calculated as a percentage of the fee for basic services earned to the date of termination.

NOTE: In Ontario the term 'Total Completion' is used and defined in the Construction Lien Act.

CG12 Payments to the *Architect* –

The Articles in this section serve to clarify any issues of payment that may not be fully described in Article 10 to Article 15 of the Agreement Form.

When a percentage-based fee is used, there is frequently a need to clarify the method of apportioning fees to each phase of the *Architect*'s services. Refer to the Guide to A10 above and consult the provincial/territorial association of architects for the most appropriate approach to this calculation.