

## APPENDIX A

### STANDARDS FOR ARCHITECTURAL SERVICES

All Projects must have an architect licensed to practice in British Columbia, as required by the *Architects Act of BC* and the *BC Building Code* or the *Vancouver Building Bylaw*. Architectural firms shall have a certificate of practice issued by the Architectural Institute of BC (AIBC).

The architect, as the *Co-ordinating Registered Professional*, and the design consultants are required by the municipality or Authority Having Jurisdiction to submit letters of assurance. These letters of assurance verify that the architect and consultants have been engaged by the owner to provide design and field review services and that the Project complies with the applicable building codes. The *Co-ordinating Registered Professional* shall submit a copy of the letters of assurance to the owner and BC Housing when they are submitted to the municipality.

For example, Schedules A and B, as described in the *Guide to the Letters of Assurance in the B.C. Building Code, 1998*, are required when the building permit is applied for and Schedule C is required with the application for the occupancy permit.

#### **Project Delivery, Strategy and Architectural Services**

Architectural services may be provided in the context of either a design-tender or design-build form of Project delivery. The level of architectural services, including design and construction contract administration, shall be the same, regardless of the type of project delivery. Refer to Section 1. "Drawing and Specification Requirements" in the *Independent Living BC Non-Profit Housing Design and Construction Standards*, for the submission requirements at each stage of the BC Housing review process.

#### **Design-Tender**

In a design-tender Project, the architect, as prime consultant, assumes full responsibility for the design of the Project, including preparation of the construction contract documents, tendering, field review, certification for completion and occupancy, and consultant co-ordination. Sub-consultants including, as a minimum, structural, mechanical, electrical, and the landscape architect, shall be engaged by the architect. The geotechnical consultant is typically hired by the client for the preparation of the subsurface investigation report.

It is the architect's responsibility to recommend additional engineering consultants if required.

The *Canadian Standard Form of Contract for Architectural Services - Document 6* is the recommended form of contract. Other standard forms of client-architect agreement such as Document 8 may be used for the Expressions Of Interest stage as an interim agreement. This short form contract may be used until the Society is invited to prepare a detailed proposal (Design Development Phase). BC Housing requires a copy of the proposed client-architect agreement before the Society proceeds to the detailed proposal stage.

The fee for architectural services shall be based on the *AIBC Tariff of Fees*. Fees may be assigned on a fixed fee basis for the Expressions Of Interest Stage (Schematic Design Phase), based on the scope of work as defined in Section 1. "Drawing and Specification Requirements" in the *Independent Living BC Non-Profit Housing Design and Construction Standards*.

Once the Society has been invited to develop a detailed proposal to meet Project Commitment Conditions (Design Development Phase), the architect shall prepare a fee proposal for all remaining

phases of the Project based on the percentage of construction cost approach. The client-architect agreement may include a procedure for the adjustment of the fee, based on the approved construction budget (a Project Commitment Condition), up to the commencement of the Construction Documents Phase, after which the fee will be fixed, except for adjustment for *additional services*.

*Document 6* defines *additional services* as “those professional services which are not contemplated at the time of execution of the contract”. Changes to the Contract for *additional services* shall be made in writing, reference the original Contract and be agreed to by the architect and client (refer to *Guide to the Canadian Standard Form of Contract for Architectural Services Document Six - 2002*, p. 14).

### **Design-Build**

The design-build developer is required to provide design, field review, and co-ordination services by the appropriate consultants at all phases of project development, from design to completion, including the one year warranty inspection.

### **Contract Form and Conditions**

The recommended form of contract is *Canadian Standard Form of Contract for Architectural Services – Document 6*.

The following supplementary conditions are required for all *Independent Living BC* design-tender projects:

#### **A 14 Fees For Service**

Add:

“The basis for calculating the applicable portion of the fee for specified phases of the Architect’s basic services shall be as follows:

- Schematic Design Phase: fixed fee, based on the submission requirements for the Expression Of Interest Stage as specified in the *Independent Living BC Non-Profit Housing Design and Construction Standards*.
- Design Development Phase: the Client’s approved *Construction Budget* at the commencement of the phase.
- Construction Phase: the Client’s approved *Construction Budget* at the commencement of the phase.
- Construction Procurement Phase: the Client’s approved *Construction Budget* at the commencement of the phase.
- Construction Phase – Contract Administration: the *Contract Price* as specified in the Construction Contract.”

**A 15, A 16 Reimbursable Expenses and A 19 Payment** - Refer to *Guidelines for Engaging Professional Services* for BC Housing policy. Clauses A15, A16 and A19 of Document 6 shall be completed consistent with the Guidelines.

**A 20 Other Conditions** - Include the following supplementary conditions in all design-tender contracts for architectural services:

## GC 8 Liability of the Architect

Delete 8.1 and 8.2.

Add:

### “8.3 Insurance

The Architect during the term of this agreement shall provide, maintain and pay for the following insurance, which shall be placed with such companies and be in such form and amounts as are acceptable to the Client:

1. Automobile Liability Insurance on all licensed vehicles owned by or leased to the Architect, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Architect, the Architect's Sub-Consultants and their respective servants, agents, or employees under this Agreement. Such insurance shall be for an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive of any one accident.
2. Professional Errors and Omissions Liability Insurance protecting the *Architect*, the *Architect's* insurable Sub-Consultants and their respective servants, agents, or employees against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the *Architect* or their Sub-Consultants, servants, agents, or employees under this *Agreement*. Such insurance shall be for an amount not less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) per claim, and a minimum annual aggregate of TWO HUNDRED FIFTY THOUSAND (\$250,000.00).
3. The professional Errors and Omissions Liability insurance shall be maintained continuously from the commencement of the *Work* until 72 months after *Substantial Performance of the Work*, *subject* to availability and at reasonable cost. The insurance policy shall include a requirement that no cancellation of the insurance shall be made except with at least thirty (30) days written notice from the insurer to the *Architect*. The *Architect* shall advise the *Client* in writing of any reduction in the level of insurance coverage.”

Add:

### “8.4 Indemnity

Notwithstanding the provision of any insurance coverage by the Client, the Architect hereby agrees to indemnify and save harmless the Client, the Client's successors and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as “Claims”) that the Client may sustain, incur, suffer or be put to at anytime either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect or the Architect's Sub-Consultants, servants, agents or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Client, the Client's other consultants, assigns and authorized representatives or any other persons.”

## Finding, Selecting and Engaging an Architect

Refer to the brochure, *How to Find, Select and Engage an Architect for Independent Living BC Non-Profit Housing Projects*, published by BC Housing. This brochure is primarily directed to the selection of an architect for the design-tender form of Project delivery.