



A LITTLE PREVENTION

The importance of the contract

A good number of the legal proceedings and inquiry requests submitted to the OIQ's Office of the Syndic result from misunderstandings between engineers and their clients concerning the scope of the mandate or the terms and conditions for its execution and payment. This is how you can prevent such disagreements.

As you already know, the main mission of a professional order is to protect the public. Therefore, the OIQ must ensure that practicing engineers inform their clients of the nature of their services and their fees and provide professional services with competence, diligence and integrity that respect the property, environment, health and life of others.

With this in mind, but without advocating extremely formal interactions between engineers and their clients, the Office

of the Syndic thinks that one of the best practices to adopt is to record in writing the essential elements of agreements between engineers and their clients.

CAN YOU IDENTIFY WITH ONE OF THESE THREE SITUATIONS?

- During a meeting, you talk to a potential client about the possibility of preparing a phase 1 environmental study on a piece of land that he has just acquired. Three weeks later, you are still waiting for him to hire you for the job, when he calls to ask you if the report will be ready soon.
- You notice that you have not yet received the fees you billed. However, you sent your invoice 30 days ago. You call your client, who tells you that "supplier accounts are always payable within 90 days" for him.
- Your employer reprimands you for not having delivered some specifications on time, which surprises you, because the notes you took from the related meeting indicate a much later deadline.

HOW DO YOU PREVENT SUCH MISUNDERSTANDINGS?

The answer is simple: Take the time to put the mandate in writing in a contract. The contract should be signed by both parties and represent the desires of both. The document will need to contain the following essential elements:

- date and place where the contract was signed;
- designation of the contracting parties:
 - natural person (full name and contact information);
 - legal entity (organization's name, contact information and names of its representatives);
- description of the context;
- description of the deliverables, exclusions and inclusions;
- timetable;
- fees and payment terms.

OTHER ELEMENTS MAY BE ADDED IF BOTH PARTIES TO THE CONTRACT EXPRESS A MUTUAL DESIRE TO DO SO. THESE COULD BE, FOR INSTANCE, PROVISIONS CONCERNING A FAILURE TO EXECUTE OR A CLAUSE THAT PROVIDES FOR THE MANAGEMENT OF CHANGE AUTHORIZATIONS WHILE THE PROJECT IS UNDERWAY.

The Ordre des ingénieurs du Québec and the Office of the Syndic strongly recommend that all engineers use a written contract for every mandate they receive. The text may take the form of a simple e-mail to clients (including employer-clients) confirming the essential elements of the mandate or be a more extensive contract. It goes without saying that a lawyer may prove necessary and beneficial when drafting a contract.

TO READ MORE ON THIS TOPIC, WE SUGGEST THAT YOU CONSULT THE PROFESSIONAL PRACTICE GUIDE (GPP.OIQ.QC.CA), AND PARTICULARLY THE "TRAVAIL DE L'INGÉNIEUR" TAB.

We are also pleased to inform you that since June 4, 2018, the Ordre des ingénieurs du Québec has posted a series of online training activities, including one on written contracts between engineers and their clients. ◀

The contract: a necessary tool
http://bit.ly/maestro_contrat