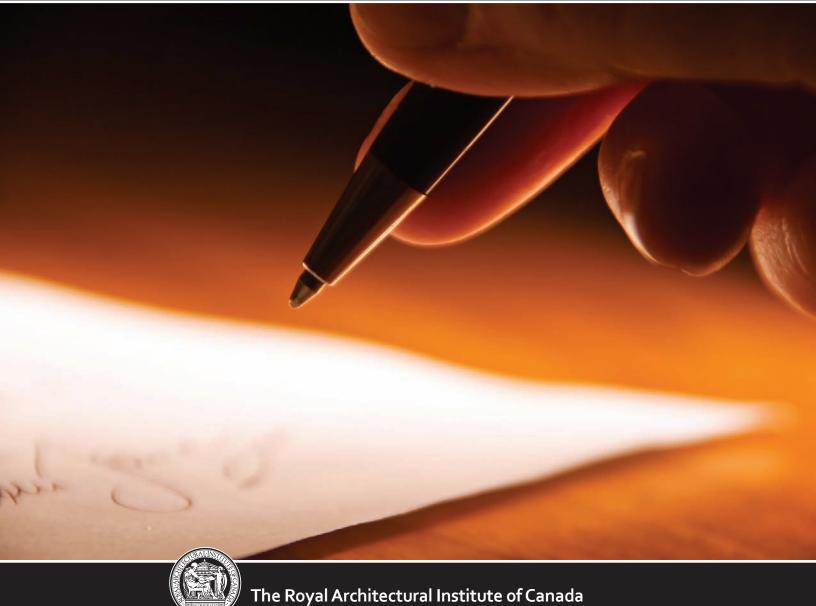
# A Guide to

# Determining Appropriate Fees for the Services of an Architect



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Typical Buildings Requiring the Services of an Architect

# Preface

This guide has been developed by the Royal Architectural Institute of Canada to assist Architects and their Clients in determining appropriate fees for Architect's services.

Following the Second World War, expectations and roles within the design and construction industry were consistent and clearly understood. Architect's services for any building project were very much the same and builders generally performed in a consistent manner based on a standard set of conventions and procedures. Therefore it was relatively easy to identify a typical fee for services of an Architect for a particular building type. A schedule of fees for architectural services based on a percentage of the construction cost was widely accepted and used.

Today the situation has changed and it is necessary to examine every single building project to determine the appropriate fee for an Architect's services. The practice of architecture and the provision of architectural services have evolved considerably. Today, the Architect and Client must agree upon a wide range of project requirements and negotiate an appropriate fee based on the unique aspects of each project. Some of the reasons for this include:

- Widely different Authorities Having Jurisdiction and approval processes based on building type and jurisdiction;
- Increasingly complex and sophisticated building systems and technologies;
- Different forms of project delivery;
- Project phasing with multiple building occupancies at various different times;
- Numerous additional specialists to consult and coordinate;
- Additional (or reduced) levels of services depending on each project and its method of delivery;
- Wide variations in construction costs;
- New project design and documentation requirements such as Building Information Modeling;
- Requirements for third-party certification (such as LEED<sup>®</sup>);
- New demands for rapid construction and tight schedules;
- Greater overhead costs as a result of extensive and complex "Requests for Proposals" and new marketing expenses;
- Greater expectations for energy conservation and building performance;
- Extensive submissions at various stages of project documentation.

Because of these significant changes in the design and construction industry, it is impossible to assume that the same professional fee will be appropriate for all projects even if the projects are of the same size and the same building type. Requirements will vary and this document will help all parties in determining the appropriate fee for an Architect's services for their unique building project.

Questions or suggestions regarding an Architect's fees are welcome and should be directed to:

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# The Value of an Architect (Architecture matters)

"We all dwell in buildings. Most of our waking hours and all our sleeping ones are spent in shelter. We cannot avoid seeing where we live. At all scales from intimate to the greatest, for better or worse, we interact with our buildings"

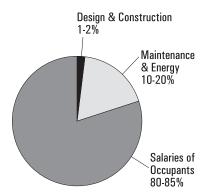
Architecture is the sole profession whose members are qualified to design and to provide advice, including technical and aesthetic judgment, on the built environment. Architects provide services and solutions with technical competence and aesthetic sensitivity suitable to the physical, social, cultural, and economic environment, thereby inspiring the community and its citizens. In matters of public health and safety, architects are obliged to serve the public interest and respond to the public need. And now, these concepts of health and safety have been expanded to encompass the sustainability of the global environment and accessibility for all persons.

Architects add value to building projects by creating a design and layout that is functional. And, architects design for construction that is durable and energy-efficient, and whose look and

> visual impact provides a positive experience and increased market



Clockwise from top-left - Calgary Courts Centre | architect: Kasian Architecture Interior Besign and Planning Ltd. | photo: Robert Lememeyer – Forest Hill House | architect: Paul Raff | photo: Steve Tsai – Hazel McCallion Academic Learning Centre | architect: Shore Tilbe Irwin & Partners | photo: Ben Rahn, A-Frame Photography



value to owners and users.

Architects are trained to explore new and innovative solutions to problems.

An architect is invaluable on any building project and furthermore, the use of architectural services by a licensed or registered architect is a requirement for many building types or "Occupancies" as required by building codes across Canada.

NOTE: Architectural services are usually around 10% of total of all Design and Construction Costs; therefore, architect's fees can be as low as 0.01 percent of the lifecycle costs for owning and operating a facility. This is an inappropriate place to cut costs, particularly when the savings through good design can be significant over the lifecycle of a building.

and knowledge can result in significant increases to the real estate value of a building as well as savings in the building's operating and maintenance costs. The pie chart above illustrates that the architect's fees are indeed a very small fraction of the total costs for constructing and owning a building. This important upfront investment in professional services can have very significant impacts on future costs of the

# 1 Architect's Compensation

# **1.1** | Methods of Compensation

There are several different methods of compensation for an Architect's services and all of these are described in this section. The common methods of compensation include:

- Lump Sum or Fixed Fee
- Time basis
- Percentage-based Fee

Very often the project and Client are best served by a combination of these various methods of compensation rather than one single fee. Frequently, it is more appropriate to use one method of compensation for one phase of the project and a different method of compensation for another phase.

For example, in the dealing with Authorities Having Jurisdiction and obtaining approvals for a project, which can be indeterminate in complexity and time, it may be fair to compensate the Architect on an agreed-to hourly rate. However, the project documentation could then be compensated on a percentage fee based on the construction cost for the project.

In another instance, specific determinate services, such as the preparation of an architectural rendering or marketing materials, could be provided at a fixed price or lump sum. Other services for the same project could, in turn, be compensated on a per diem rate or percentage of the construction cost.

## 1.1.1 | Lump Sum or "Fixed" Fee

A lump sum or fixed fee is an amount negotiated with the Client for professional services that can be sufficiently defined at the outset of the project. This arrangement is only suitable if the scope of the project, the schedule for design and approvals, and the construction schedule and other variables can be determined with reasonable accuracy by the Architect.

The fixed fee for such assignments is negotiated after the Architect and Consultants have prepared a comprehensive estimate of work hours and overhead costs.

The fee then becomes effectively a fixed price, unless project parameters, beyond the Architect's control, change. If these conditions change, or if the size of the project or scope of the architectural services increases or decreases, then the Architect's lump sum fee must be adjusted.

## 1.1.2 | Time basis

Time basis fees are fees which are charged on an agreed-to hourly or daily (per diem) rate. This method of compensation is useful when the services are difficult to determine in advance or they are interim in nature and often short in duration.

Time-basis fees are typically used for the following:

- services which are not well defined;
- pre-design services;
- partial services;
- additional services;
- conceptual design;
- for a particular phase of the project, such as general / field review;
- for services as an expert witness;
- renovation projects;
- preparation of record drawings (refer also to section 1.5.3);
- specialist expertise or services.

The actual hourly rates vary across the country and by the level of experience and seniority of the Architect and staff. Architects are professionals with extensive training (sometimes the internship and licensing process for Architects is considerably longer than that for other professionals, including medical doctors or lawyers) and therefore the hourly rates for Architects will correspond to the local market, to the Architect's experience and expertise, and to the rates of other licensed professionals in the region.

Hourly billing can utilize fixed dollar rates (such as \$250 per hour) or they can use a fee multiplier. There are two types of multipliers – one which is a multiplier of "Direct Salary Expenses" and another which is a multiplier of "Direct Personnel Expenses". Direct Personnel Expenses are the most common. When the rates for Architects and their staff are based on "Direct Personnel Expenses" they include those items listed in the Definitions section of this document.

Additional factors should be considered for overtime expenses if such work is undertaken at the Client's request or to meet scheduling demands beyond the Architect's control.

The hourly or per diem (daily) rates for Architects and their staff should be agreed at the outset and, additionally, the Client and Architect should agree upon a time period for review and adjustment of the hourly rates (perhaps annually) in order to adjust for inflation and other factors.

Please note that charging for basic architectural services on a time-basis does not mean that the total fee for services will be any lower or reduced in comparison with the corresponding percentage-based fee.

## 1.1.3 | Percentage-based fee

A percentage-based fee is a method of compensation which links the fee for the Architect's services to a percentage of the construction cost of the project. The percentage will vary depending on the type of building, the construction value, and the type of construction contract, and of course, the other variables (fee adjustments) described in the next section.

It is possible using a percentage-based fee to calculate architectural fees on a net basis, that is *excluding* all engineering and specialist consultant fees. On the other hand, it is also possible to calculate a percentage-based fee including the normal basic engineering services for structural, mechanical and electrical engineering. This document includes charts which illustrate both methods.

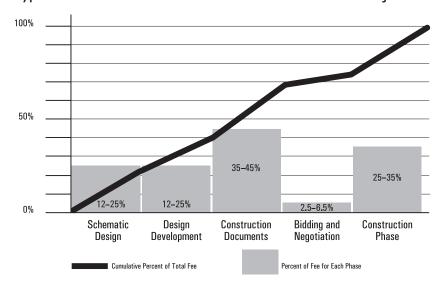
Generally speaking, percentage-based fees are based on sliding scales taking into account both the size and complexity of the project and the construction cost. The sliding scales are not suitable for many renovation projects nor for very complex or custom projects. The fee indicated on the sliding scale is the starting point for discussion. It is a baseline fee which must then be revised using the various *fee adjustment factors* to determine the appropriate fee for architectural services for the unique project.

When calculating the distribution of the fee over the traditional five phases of a project, the following breakdown is typical:

PHASE	PERCENTAGE OF TOTAL FEE
Schematic Design	12 - 25%
Design Development	12 - 25%
<b>Construction Documents</b>	35 - 45%
Bidding and Negotiation	2.5 - 6.5%
Construction Phase (Contract Administration)	25 - 35%

NOTE:

In new forms of project design and documentation such as Building Information Modeling or BIM, more documentation and design is done in the early phase. Typical allocation of the fee in BIM projects is Schematic Design 25%, Design Development 25% and Construction Documents 25%.



Typical Allocation of Fees for a "Traditional" Architectural Project

Typically, services are rendered and payments are made progressively, with final accounting for traditional basic services (100% of the total fee) at completion.

#### 1.1.3.1 | Construction Costs

It is important for the client to have a full understanding of the term and definition for Construction Costs because this is the basis for calculating the fee using the percentage which has been negotiated.

The definition states:

Construction cost is 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 the construction as determined by the architect (or the agreed-upon cost consultant's estimate), at market rates at the anticipated time of construction. The Construction Cost does not include the compensation of the architect, the architect's consultants, the land cost or other costs which are the client's responsibility.

NOTE: In the event that there is a construction manager instead of, or in addition to, a general contractor, the construction manager's fee is included in the cost of construction.

When calculating the Architect's fee based on a percentage of the construction cost, there are two different methods. Some Architects and Clients calculate the fee based solely on a percentage of the final construction cost and the fee is adjusted for previous phases to incorporate any changes in the scope of work, or any change orders issued during construction.

Other Architects and Clients prefer to base the percentage fee on cost estimates as the project progresses and the fee for earlier phases is not adjusted retroactively. Both the Architect and Client must agree on the selected method.

Using the latter approach, at the project outset, the construction cost is a mutually understood and agreed to budget. As the project develops, estimates of the construction cost are prepared and further refined until the actual contract price or construction cost is known. The figure usually is adjusted again during construction based upon mutually agreed amounts at the beginning of each phase. The fee is based on the following amounts at each phase of the project:

PHASE	AMOUNT\$
Schematic Design	agreed to budget estimate for construction
Design Development	preliminary cost estimate agreed to at end of schematic design
Construction Documentation	cost estimate agreed to at end of design development
Bidding and Contract Negotiation	cost estimate agreed to at end of construction documents phase
Construction Administration	final construction cost <i>(bid price with adjustments for extras, deletions as per all change orders)</i>

Refer to Appendix C for further details and sample calculations

Because there are several building categories as noted in the previous section, the following chart outline fees based on the percentage of construction costs. The variables outlined in this section will need to be assessed in order to adjust the percentage-based fee appropriately.

(in millions) – <i>New Construction</i>	
Base Percentage Fee by Building Category	WITHOUT Basic Engineering Fees

CONSTRU	CONSTRUCTION COST:	< \$500,000	\$500,000 to < \$1M	\$1M to < \$2M	\$2M to <\$5M	\$5M to < \$10M	\$10M to < \$25M	\$25M to < \$50M	\$50M to < \$100M	\$100M to < \$250M	\$250M to < \$400M	\$400M to < \$500M
BUILDING Category	COMPLEXITY	To be negotiated with minimum base fee of										
	simple		5.15	4.15	4.00	3.85	3.75	3.45	2.80	2.60	2.50	2.40
-	average	6.80	5.83	4.83	4.55	4.35	4.25	3.98	3.30	3.10	3.00	2.90
	complex		6.50	5.50	5.10	4.85	4.75	4.50	3.80	3.60	3.50	3.40
	simple		6.75	5.75	4.80	4.60	4.50	4.20	3.75	3.65	3.55	3.45
2	average	7.85	6.85	6.38	5.65	5.43	5.15	4.90	4.80	4.70	4.28	4.10
	complex		8.00	7.00	6.50	6.25	5.80	5.60	4.95	5.75	5.00	4.75
	simple		6.85	6.00	5.20	5.10	4.85	4.60	4.15	4.00	3.90	3.80
ę	average	8.30	7.55	6.63	5.98	5.70	5.50	5.23	4.75	4.58	4.48	4.38
	complex		8.25	7.25	6.75	6.30	6.15	5.85	5.35	5.15	5.05	4.95
	simple		7.00	6.25	5.60	5.35	5.20	4.80	4.30	4.15	4.05	3.95
4	average	9.00	8.00	7.13	6.60	6.38	6.20	5.80	5.23	5.08	4.98	4.88
	complex		9.00	8.00	7.60	7.40	7.20	6.80	6.15	6.00	5.90	5.80
	simple		7.50	6.50	6.10	5.90	5.65	5.40	4.50	4.40	4.30	4.20
£	average	9.75	8.75	7.75	6.95	7.05	6.70	6.40	5.38	5.25	5.10	5.00
	complex		10.00	9.00	7.80	8.20	7.75	7.40	6.25	6.10	5.90	5.80
	simple		7.60	6.60	6.25	6.10	5.75	5.45	5.15	5.00	4.90	4.82
9	average	10.25	9.00	8.00	7.38	6.93	6.63	6.33	6.05	5.98	5.85	5.76
	complex		10.40	9.40	8.50	7.75	7.50	7.20	6.95	6.95	6.80	6.70
	simple		11.50	10.50	9.75	9.25	8.75	8.25	7.75	7.25	6.75	6.25
7	average	13.50	14.25	13.25	12.63	12.13	11.63	11.13	10.63	10.13	9.63	9.13
	complex		17.00	16.00	15.50	15.00	14.50	14.00	13.50	13.00	12.50	12.00
NOTES: Ave per	Average Fees for each c percentages	Average Fees for each category are in the range between the simple and complex percentages	ween the simpl	e and complex		Sim  and v	<b>ole</b> means utili very basic stru	tarian characte ctural mechani	er without com cal and electric	Simple means utilitarian character without complication of design, a minimum of finishes and very basic structural mechanical and electrical design	sign, a minimur	n of finishes

Average means conventional character requiring normal coordination, detailing, structural mechanical and electrical designs and systems Fees must be adjusted based on fee adjustment factors listed on page 13

Fee includes coordination of basic engineering services only

**Complex** means exceptional character and complexity of design requiring more advanced systems and coordination of structural, mechanical and electrical design.

	TSO2 NOLTINITSMO2		\$500,000	\$1M to	\$2M to	\$5M to	\$10M to	\$25M to	\$50M to	\$100M to	\$250M to	\$400M to
			$t_0 < $1M$	< \$2M	< \$5M	< \$10M	< \$25M	< \$50M	< \$100M	< \$250M	< \$400M	< \$500M
BUILDING CATEGORY	COMPLEXITY	To be negotiated with minimum base fee of										
	simple		6.90	6.45	6.51	6.37	6.18	5.90	5.60	5.37	5.08	4.97
-	average	8.80	7.80	7.50	7.40	7.20	7.00	6.80	6.60	6.40	6.10	6.00
	complex		8.70	8.55	8.29	8.03	7.82	7.70	7.60	7.43	7.12	7.03
	simple		8.67	7.67	7.14	6.95	6.99	6.69	5.94	5.75	5.90	5.89
2	average	9.80	8.80	8.50	8.40	8.20	8.00	7.80	7.60	7.40	7.10	7.00
	complex		10.28	9.33	9.66	9.45	9.01	8.91	7.84	9.05	8.30	8.11
	simple		8.89	8.60	8.18	8.23	7.94	7.75	7.51	7.34	7.06	6.95
ۍ	average	10.80	9.80	9.50	9.40	9.20	9.00	8.80	8.60	8.40	8.10	8.00
	complex		10.71	10.40	10.62	10.17	10.06	9.85	9.69	9.46	9.14	9.05
	simple		9.45	9.21	8.82	8.56	8.39	8.11	7.90	7.69	7.41	7.29
4	average	11.80	10.80	10.50	10.40	10.20	10.00	9.80	9.60	9.40	9.10	9.00
	complex		12.15	11.79	11.98	11.84	11.61	11.49	11.30	11.11	10.79	10.71
	simple		10.11	9.65	10.01	9.37	9.28	9.11	8.87	8.72	8.52	8.40
2	average	12.80	11.80	11.50	11.40	11.20	11.00	10.80	10.60	10.40	10.10	10.00
	complex		13.49	13.35	12.79	13.03	12.72	12.49	12.33	12.08	11.68	11.60
	simple		10.81	10.31	10.25	9.75	9.50	9.25	9.00	8.85	8.75	8.50
9	average	13.80	12.80	12.50	12.40	12.20	12.00	11.80	11.60	11.40	11.10	11.00
	complex		14.79	14.69	14.29	13.65	13.58	13.43	13.33	13.26	12.90	12.80
	simple		15.50	15.00	14.50	13.50	13.25	12.75	12.00	11.25	10.50	9.75
7	average	14.8	16.80	16.50	16.20	15.40	14.75	14.25	13.50	13.00	12.25	12.00
	complex		19.50	18.75	18.25	17.50	17.00	16.75	16.15	15.65	15.20	15.00
NOTES: Av	Average Fees for each c percentages	Average Fees for each category are in the range betwee percentages	ween the simple	en the simple and complex		Simp and v	<b>Simple</b> means utilitarian character without complication of design, a minimum of finishes and very basic structural mechanical and electrical design	arian characte tural mechanic	r without com cal and electric	plication of des al design	sign, a minimun	n of finishes

Base Percentage Fee by Building Category (in millions) – *New Construction* **WITH Basic Engineering (structural, mechanical and electrical ONLY)**  and very basic structural mechanical and electrical design Average means conventional character requiring normal coordination, detailing, structural mechanical and electrical designs and systems

Fees must be adjusted based on fee adjustment factors listed on page 13

Fee includes coordination of basic engineering services only

**Complex** means exceptional character and complexity of design requiring more advanced systems and coordination of structural, mechanical and electrical design.

## 1.1.4 Chart – Range of Percentage Fees *including* Basic Engineering Services

## 1.1.5 | Other

Occasionally, in some provinces, architects are paid on a unit basis for projects such as multiple-unit housing or hotels, which have a repetitive element. Unit fee determinations are frequently arbitrary and do not relate to the nature and scope of architectural services.

## 1.2 | Fee Adjustment Factors / Variables affecting the Architect's Fee

As indicated in the preface to this document the design and construction industry has become increasingly complex and each project will be subject to certain unique factors which must be considered when determining an appropriate fee.

A list of these variables or fee adjustment factors is outlined below; however, this list is not exhaustive and certain Building Owners and Clients or Architects may have other factors which affect the cost of professional services for the building project. Some of these factors include:

- Scope of Services
  - Pre-design or upstream services
  - Traditional Architectural Design Services
  - Other Services
- Project Delivery Method and Construction Procurement
  - Sequential Tendering
  - Design-Bid-Build
  - Design-Build
  - Public Private Partnerships (P3)
  - Other
- Schedule and Fast Track Projects
- Project Documentation and Computer Modeling
- Specialist Consultants
- Approvals and Authorities Having Jurisdiction
- Submittals
- New Technologies
- Construction Administration
- Project Location and Site Conditions
- Renovation to existing Buildings (versus New Construction)
- Repeat Work or Repetitive Designs
- Architect's Personnel

- Demobilization and remobilization (Stop and Start-up of Workforce)
- Phased Building Occupancies

Often the variable is rated on a scale from 1 to 5, or as a percentage or multiplier used to adjust the fee. Sometimes the variable may result in a reduced fee such as for repetitive design work, limited project documentation, or the elimination of an entire phase (such as bidding and contract negotiation if undertaken by the Owner).

This guide proposes the following variables as multipliers:

0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7
		· ·								,				

when there are no variables and basic services only are required
--

Once the Client and Architect have determined the building type, the project and construction budgets, the method of project delivery, the role of consultants, and the scope of services, together with other fee adjustment factors noted above, it is then possible to negotiate a fee for architectural services for the specific building project. All factors must be compounded and then multiplied against the percentage-based fee in order to determine the appropriate final fee for each unique project.

Refer to the matrix or worksheet in **Appendix B** at the end of this document to assist in the application of Fee Adjustment Factors and in determining the appropriate fee.

## **1.2.1** | Fee Adjustment Factor 1 – Scope of Services

It is absolutely necessary for the Client and Architect to have a mutual understanding of the services required and expected. The Schedule of Architect's Services used in RAIC Document Six or Document Seven is a good checklist to achieve a mutual understanding and agreement (refer to **Appendix E**)<sup>2</sup>. If the Architect is providing "Partial" or "Additional" services then the basic fee will need to be reduced or increased accordingly.

Refer also to the Checklist: Scope of Service on page 16.

#### 1.2.1.1 | Pre-design or "upstream" services

Very often a client will not have completed preliminary studies or obtained the necessary data to commence architectural design. The Architect may provide these services for an additional fee (such as the preparation of a functional program or design brief) or arrange for the necessary consultants to prepare the work (such as Traffic Study or Toxic and Hazardous Materials Report).

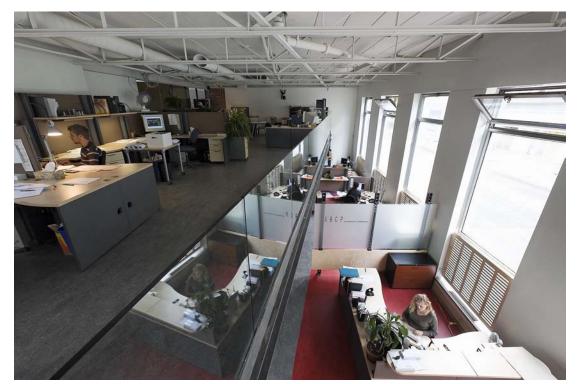
<sup>&</sup>lt;sup>2</sup> A few provincial associations of architects have their own contracts for use within their province. See page 6 of Appendix H for a list of these provincial contracts.

#### 1.2.1.2 | Traditional Architectural Design Services

Traditional architectural services usually means a five-phased approach for the design and construction of a building:

- Schematic Design;
- Design Development
- Construction Documents
- Bidding or Negotiation
- Contract Administration Construction and Post-Construction

These phases are well described in the following chart outlining the typical services for each phase. Note that "Pre-design" services and "Post-construction" services are **not** part of the traditional services and are also **not** part of the basic services included in the percentage fee listed in the Chart.



ABCP architecture + urbanisme office | architect: François Moreau | photo: Paul Dionne

**Checklist: Scope of Services** 

This chart is a typical checklist of services offered by the architect and his or her sub-consultants. The nature of the individual project and the services customized to the client's needs will determine the scope of services required.

Substantial Performance of Construction/Occupancy Permit	7.0 POST-CONSTRUCTION	ARCHITECT'S SERVICES Field Review of Warranties Deficiency Assessment Review of Warranties Inspection and Client Consultation Start-up Assistance Client Consultation Start-up Assistance One-year Warranty Inspections One-year Warranty Inspections One-year Warranty Inspections One-year Warranty Inspections One-year Warranty Building Equipment Selection Demolition Demolition Demolition Demolition CONSULTANTS' SERVICES Start-up Assistance Start-up Assistance Start-up Assistance Review Non-building Equipment One-year Warranty Inspections One-year Warranty Inspection CONSULTANTS' SERVICES Start-up Assistance Review Non-building Equipment One-year Warranty Inspection One-year Warranty Inspections One-year Warranty Inspection CONSULTANTS' SERVICES Start-up Assistance Start-up Assistance Revices Related to Alterations and Demolition One-year Warranty Inspection CONSULTANTS' SERVICES Start-up Assistance Start-up Assistance
ruction Contract	<b>6.0</b> CONSTRUCTION — Contract Administration	ARCHITECT'S SERVICES Field Review Progress Reports/ Evaluation Progress Certificates for Progress Certificates for Product Data/Sample Contract Documents Review of Shop Drawing Product Data/Sample Contract Deta/Sample Contract Data/Sample Contract Data/Sample Change Orders Substantial Performance Report and Certification Client Constluction review Interior Constluction review Administration of Separate Contracts Representation Administration of Separate Contracts Representation Reports Project Management Promotional Material CONSULTANTS' SERVICES Agency Consultation Reports Meenange Agency Consultation Reports Constructual review/ Reports Certification of Progress SERVICES SERVICES Certification of Progress SERVICES Construction Reports Certification of Progress SERVICES Construction Covil Construction Covil Construction Covil Construction Covil Construction Covil Construction Covil Construction Covil Construction
A wards of Construction Contract	5.0 BIDDING OR Negotiation	ARCHITECT'S SERVICES Clent-supplied Data Coordination Project Coordination Issue Bidding Documents Issue Addenda Bid Evaluation Construction Contract Construction Contract Construction Contract Construction Separate Bids or Negotiated Bids Services Related to Bidders' Proposals Project Management CONSULTANTS' SERVICES Issue Bidding Documents Issue Bidding Documents Issue Bidding Documents Issue Bidding Documents SERVICES Bid Evaluation SERVICES Bid Evaluation Bid Evaluation
Approvals from Authorities	4.0 CONSTRUCTION DOCUMENTS	ARCHITECT'S SERVICES Client-supplied Data Coordination Project Coordination Architectural Construction Documents (Working Drawings, Form of Construction Specifications) Document Checking and Coordination Specifications) Documents Construction Documents and Special Bid Documents and Special Bid Documents Alternative Bid Details and Special Bid Documents Afternative Bid Details and Special Bid Documents Afternative Bid Details and Special Bid Documents Afternative Bid Details Documents Construction Documents Forist Construction Documents Forist Construction Documents Structural Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Construction Construction Construction Construction Construction Construction Cost Estimates or Construction
Approval Approval	3.0 DESIGN DEVELOPMENT	ARCHITECT'S SERVICES Client-supplied Data Coordination Design Coordination Architectural Design Development Design Development Design Development Documents Statement of Probable Construction Costs Client Consultation Interior Design Development Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Promotional Presentations Computer Presentations Provelopment Development Development Development Development Development Costs Structural Design Development Development Cost Stimates or Detailed Construction Cost Estimates or Duantity Surveys
Project Assessment Concep	2.0 SCHEMATIC DESIGN	ARCHITECT'S SERVICES Client-supplied Data Coordination Program and Budget Evaluation Review of Alternative Besign Approaches Architectural SchematicDesign Design Approaches Architectural Schematic Design Drawings and Documents Client Consultation Interior Design Concepts Client Consultation Interior Design Concepts Presentations P
Project Inception Project A	1.0 PRE-DESIGN	ARCHITECT'S SERVICES ARCHITECT'S SERVICES Space Relationships/ Flow Diagrams Project Budgeting C Project Budgeting C Project Budgeting C Economic Feasibility Studies Agency Consulting/ Review/Approval Review/Approval C Stite Selection/Analysis Utilization C Stite Selection/Analysis Utilization C Environmental Studies Energy Studies Energy Studies Surveys C Client-Suppled D ataCoupplied D ataCoupplied C Services Related to Project Management Presentations Services Related to Project Promotion Services Studies C Resching Assistance Project Promotion Services Selection Analysis C Project Financing C Beatechnical Analysis Project Financing

#### 1.2.1.3 Other Services

In addition to the traditional architectural services noted above, many architects provide a wide range of other or "additional" services. Some architects specialize in some of these other services. For a list of these other services, please refer to **Appendix F**.

### **1.2.2** | Fee Adjustment Factor 2 – Project Delivery Method and Construction Procurement

The type of project delivery or procurement of construction services can have a big impact on the Architect's services and the fee. Small projects with experienced and reliable contractors may require basic field review and contract administration services. However more complex projects, builders with limited experience, and newer methods of project delivery beyond the traditional design-bid-build will require more time, more services and consequently additional fees. Furthermore, the type of construction contract can affect the Architect's fee. For example "Cost Plus " contracts or Unit Price contracts (as opposed to Stipulated Sum Contracts) require additional contract administration services for the preparation of Certificates for Payment, therefore, the fee must be increased.

#### 1.2.2.1 | Design-Bid-Build

Design-Bid-Build is the traditional form of project delivery and the percentage-based fee chart is based on this form of construction procurement. In this instance, the architectural design and construction documents are completed and one single bid package is prepared. Following bidding and preparation of one contract with one builder or general contractor, the construction contract is administered by the Architect.

#### 1.2.2.2 | Sequential Tendering

Sequential tendering involves separating the contract documents (such as bid documents, specifications and construction drawings) into separate packages to receive multiple bids for different parts of the work to be constructed at different times, usually in the sequence of construction (such as site work, foundations, etc.) This separation and preparation of multiple bid packages and the administration of several bids and contracts requires additional services by the Architect and consequently the fee must be adjusted to compensate for this additional service.

#### 1.2.2.3 | Design-Build

If the owner wants to select a Design-Build team to be responsible for both the design as well as the construction of the project, a "Design-Build" option might be appropriate.

The Client will benefit from an Architect (sometimes called the Owner's Advisor) who specifies the requirements of the building contract (sometimes called the Owner's Statement of Requirements). The contractor will in turn engage a separate Architect to develop the design.

More information on the Design-Build process can be obtained from the Canadian Design-Build Institute at www.cdbi.org

#### 1.2.2.4 | Public-Private Partnership

(Also referred to as P3 or Alternative Financing and Procurement or AFP in Ontario) In these various forms of project delivery the Client or Owner usually contracts with one entity. This entity may assume responsibility and usually integrates all aspects of the project including: financing, design and construction, operation and maintenance. This arrangement is increasingly common for larger projects, including infrastructure projects where various levels of government transfer the financing to the private sector. Typically this single entity (not necessarily the owner of the building) engages the Architect. The Architect may or may not have the opportunity to develop a professional relationship with the ultimate users of the project.

#### 1.2.2.5 Other

There are a variety of other forms of procurement. One of these includes the use of a Construction Manager who may work with the Architect and provide services such as cost estimating and advice on the constructability of a design. In other instances, the Construction Manager may actually hire the Architect directly. Each form of delivery has its own pros and cons and these must be evaluated for each and every project. It is important to remember that the value of an Architect is extremely important to the building: the architectural design and impartial service during construction from an Architect usually result in the success of any project.

## **1.2.3** | Fee Adjustment Factor 3 – Schedule and Fast Track Projects

In today's fast-paced business world there is often a pressure to complete a project as soon as possible in order to occupy the building. This schedule may be necessary to accommodate tenants, to start-up a manufacturing process, or to begin a new school session. Fast track projects require additional fees because the architect may need to hire additional staff, pay staff for overtime work, and re-schedule other work to accommodate the priorities of such a project.

Another factor is extended construction schedules – even with a traditional form of project delivery such as Design-Bid-Build, if the contractor's construction schedule is extended then the Architect's services also must be extended and this increase must be compensated. On the other hand, if the schedule is fast and protracted, decision times are reduced and fees may be adjusted accordingly.

### **1.2.4** | Fee Adjustment Factor 4 – Project Documentation and Computer Modeling

Many clients require unique forms of documentation (such as their own specialized computer standards or "printer-friendly" formats) or there may be a requirement to adjust the computer language or platform to accommodate consultant's, contractor's or the client's needs. Increasingly there is a demand to develop all designs and the project documentation using a Building Information Model or BIM. Furthermore, there is often a need to provide electronic documents in a variety of formats to several different parties in the development of the project whether for review and approvals, the preparation of shop drawings, or for bidding purposes. This can be very time consuming to provide such a wide range of documentation to many different parties. All of this can be expensive and must result in an adjustment to the Architect's and Consultants' fees.

## **1.2.5** | Fee Adjustment Factor 5 – Specialist Consultants

As noted previously there is need for more and more specialist consultants as technology and regulations expand. The Architect typically coordinates the specialist and subconsultants whether or not they have been retained directly by the Architect or by the Owner. The fee for the services and coordination of specialist consultants is always over and above the fee or normal percentage for the Architect's services.

### **1.2.6** | Fee Adjustment Factor 6 – Approvals and Authorities Having Jurisdiction

The number of approvals from various 'Authorities Having Jurisdiction' continues to grow. At one time, certain projects may have only required a building permit; however, today most projects must be reviewed by several different Authorities. Approvals, such as site plan approvals or site development approvals, and phased building permits are significantly more time-consuming. Providing the necessary documentation; communicating with the relevant Authorities; and accommodating their design and technical requirements, is exceedingly onerous. Requirements vary by jurisdiction and by building type; therefore, the fee must be adjusted for each jurisdiction and for each building type.

## 1.2.7 | Fee Adjustment Factor 7 – Submittals

Certain clients, notably the federal and provincial governments, their agencies and crown corporations, require several submissions of the design and construction documents at various stages of completion. The more frequent the submittals the more costly the effort to prepare the documentation for the submission. The fee must be adjusted to reflect the number of submittals required.

## **1.2.8** | Fee Adjustment Factor 8 – New Technologies

There are new technologies appearing daily including the need for better energy performance, new building products and building systems, advanced construction methods, and design tools. Many clients are anxious to incorporate these latest innovations into their projects. Sometimes this request can be costly as there are often unknown risks in using products or systems that do not have a track record, or, there may be additional certifications, testing, submittals or approvals required. There may also be additional specialist consultants that need to be retained and coordinated. Frequently, there is also additional research or other services required on the part of the Architect.

## **1.2.9** | Fee Adjustment Factor 9 – Construction Administration

Today many clients are demanding a level of service by the Architect and other consultants which exceeds that which is required to exercise a reasonable standard of care during the field review and contract administration phase of the project.

Such services may include, but are not limited to:

- Additional meetings, coordination and/or site visits with client's representatives, user groups, contractors, sub-trades which normally do not require the consultant's presence at the time;
- Requirements for the Architect to chair and/or minute meetings called by others and are the responsibility of others and requirements for a minimum number of meetings and site visits regardless of whether it is warranted by the construction process; and,
- Additional clarifications and site visits resulting from the Client's selection of specific contractors, sub-trades, suppliers and/or products.

The Architect and Client should discuss this higher level of service for field reviews and construction administration at the outset of the project to determine what is required and the necessary fee adjustment.

## **1.2.10** | Fee Adjustment Factor 10 – Project Location and Site Conditions

The project location and site conditions may affect the Architect's services. A very tight, dense urban site or a remote site in the north can both have complications in terms of design. Furthermore, a remote site may require travel time and reimbursable expenses considerably beyond the normal. Those factors related to the site conditions and location should be considered when agreeing to the Architect's fee.

### **1.2.11** | Fee Adjustment Factor 11 – Renovation to existing Buildings (versus New Construction)

Renovation work is well-known for its unknown conditions. This is the reason that it is recommended that renovations to existing buildings be performed on a time basis. If a percentage-fee is used the fee needs to be adjusted and increased to allow for the unknown work and the subsequent design modifications the Architects will need to make. Some provincial associations recommend an adjustment of an additional two-thirds of the fee or an adjustment factor of 1.65 for renovations.

## **1.2.12** | Fee Adjustment Factor 12 – Repeat Work or Repetitive Designs

When two or more buildings are constructed for the same client from the same unmodified design, the fee for the Architect's services is usually reduced by about 50% (an adjustment factor of 0.5) for all phases of the work except for construction administration which remains the same. As each building is constructed separately construction administration services, including field review, is the same for each. Modifications and adaptations of the design for reuse are often charged on a time-basis.

Any sale of the right to use the design and documents or royalties must be negotiated with the Architect.<sup>3</sup>

## **1.2.13** | Fee Adjustment Factor 13 – Architect's Personnel

There are several factors which may affect the Architect's fee as a result of the Architect's own staff. Overtime work will require additional fees as well as hiring new, specialized expertise. A location other than the Architect's own premises or other unique overhead costs as a result of the project will also need to be accounted for.

# **1.2.14** | Fee Adjustment Factor 14 – Demobilization and Remobilization (Stop and Start-up of Architect's Workforce)

On some projects it is necessary to stop work on the design or preparation of construction documents. Sometimes this is due to a delay in funding approvals or for other circumstances. Such a situation is often problematic for the Architect who has consultants and staff who have been committed to the project and must be reassigned or even released. Similarly, if a project is suddenly "back on the boards" or restarted, the Architect must make the necessary arrangements for staffing and to recommence production work on the project. Such a situation

<sup>&</sup>lt;sup>3</sup> All plans, sketches, drawings, graphic representations and specifications prepared by the Architect are instruments of service. The copyright and ownership of both the design and these instruments of service belong to the Architect and may not be used for any other project, or sold, or offered for sale (or as part of a sale of property) by any party other than the Architect unless the Architect has given written consent. Payment by the Client of the Architect's account, in full, entitles the client to copies of the documents prepared by the Architect and to use them as they were intended; once; and on the same site and project.

can be costly and can affect the Architect's cash flow and bottom line; therefore it is important to negotiate a fee adjustment when this occurs.

## **1.2.15** | Fee Adjustment Factor 15 – Phased Building Occupancies

On certain very large and complex projects, building users and clients often want to occupy various parts of a building as soon as their completion. For example, two or three floors on a high-rise hospital may require take-over and commissioning of this section of the building prior to completion of the entire project. This additional requirement adds to the architect's services. Multiple occupancies over a period of time for the same project must be considered and the appropriate adjustment to the fee then determined when this occurs.

## **1.2.16** | Fee Adjustment Factor 16 – Full-time On-site Field review

It is now common, especially on larger projects and for projects using construction management services, for Owners to request that the Architect provide personnel to be present on the construction site on a full time basis. This member of the Architect's staff assists the contractor in processing Requests for Information (RFI's), other administrative matters, undertakes general review and coordinates and resolves problems to ensure the project progresses efficiently. This additional staff member, dedicated to this particular project, must be compensated and the fee adjusted accordingly.

## 1.3 | Reimbursable Expenses

Normally the Architect incurs direct expenses on behalf of the Client. These expenses relate to the provision of the Architect's services and the production of instruments of service, such as computer models, drawings and specifications, as a result of designing, documenting, bidding and constructing a building. These expenses are incurred in the interests of the project and are not covered by professional fees. "Reimbursable expenses" is also a defined term in *RAIC Document Six: Canadian Standard Form of Contract between Client and Architect*.

Reimbursable expenses include:

- transportation in connection with the project for travel authorized by the client (transportation lodging and meals);
- communication and shipping costs (long distance charges, courier, postage, dedicated web hosting, etc.);
- reproduction costs for plans, sketches, drawings, graphic representations and other documents);
- Renderings, models, prints of computer-generated drawings, mock-ups specifically requested by the client;
- Special computer modeling and documentation;

- Certification and documentation costs for third party certification such as LEED<sup>°</sup>;
- Fees, levies, duties or taxes for permits, licences, or approvals from Authorities Having Jurisdiction;
- Overtime services authorized in advance by the client to the extent that the costs exceed normal Direct Personnel Expenses;
- Additional insurance coverage or limits, including additional professional liability insurance requested by the client in a excess of that normally carried by the architect and the architect's consultants;
- Direct expenses (as above) incurred by the architect's employees, engineering consultants and other consultants.

### 1.3.1 Automobile Travel

Article A12 of *RAIC Document Six: Canadian Standard Form of Contract between Client and Architect* requires that the cost per kilometre charged on all automobile travel be inserted in the document. The Treasury Board of Canada regularly publishes rates for each province and territory based on gasoline and other typical automobile expenses.

## 1.3.2 Administrative Charges

Reimbursable expenses are normally billed at cost plus an administrative charge (often 10% -15%) to cover in-house administration, handling and financing. Article A11 in the Agreement Form of *RAIC Document Six: Canadian Standard Form of Contract between Client and Architect* provides a space to complete the percentage for the administrative charge.

## 1.3.3 | Professional Liability Insurance

Most architectural licensing authorities in Canada require that those architectural practices authorized to provide services to the public carry a minimum level of professional liability insurance. And, in those provinces where professional liability insurance is not mandatory, prudent Architects carry this insurance voluntarily.

Standard forms of contract, such as *RAIC Document Six: Standard Form of Contract Between Client and Architect* require (as in the General Condition under "GC 7 Liability of the Architect") the Architect to carry such insurance and allows for the Client to obtain a copy of the Certificate of Professional Liability Insurance. Similarly *RAIC Document Seven: Standard Form of Contract Between Client and Architect Abbreviated Version* requires a copy of the Certificate of Professional Liability Insurance be appended to the document under Schedule C.

The Client must pay, as a reimbursable expense, the cost for the Architect to secure any additional insurance coverage required beyond the general practice insurance.

## 1.4 | Payment Provisions

The Agreement Form in *RAIC Document Six: Canadian Standard Form of Contract between Client and Architect* also requires other payment provisions to be completed.

### 1.4.1 | Retainer

A retainer 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. The amount should be agreed to by the Client and Architect and inserted in Article A13.

## 1.4.2 Billing Period

Article A14 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 such as project milestones.

## 1.4.3 Interest

The amount of interest on unpaid invoices should be completed as required in Article A15 as well as the time or number of days when interest calculations commence.

# 1.5 Other Payment Provisions

## 1.5.1 Statutory Holdbacks

In some provinces or territories Architects have lien rights and their fees are subject to statutory holdbacks depending on the lien legislation in the province or territory. For very large projects this can represent a significant financial burden for an architectural firm, especially for a project whose design and construction can extend over several years.

The Architect and Client may include a clause in the *RAIC Document Six: Canadian Standard Form of Contract between Client and Architect* that permits the Client to pay an early release of holdback on any professional fees for that portion of the Architect's service that is complete if the provincial/territorial lien legislation so provides.

Alternatively, the Client and Architect may decide to **execute multiple and separate contracts for each phase of the project**. For example, on a very large hospital, separate contracts might be developed for each of the design phase, the construction documentation phase, and for

contract administration phase. Therefore, at the end of Construction Documentation (when all drawings and specifications are completed and ready for tender) the contract is 100% complete and the holdback period can commence. This significantly reduces the time period for release of the holdback on that particular service phase which includes a significant portion of the fees for such a project.

## 1.5.2 | Redesign Charges

Occasionally it is necessary to redesign a building. Redesign may be due to changes in functional requirements, reduced funding available, a personnel change in the Client's administration, or for a variety of other reasons beyond the control of the Architect. Redesign charges cover the cost to prepare new designs and make the necessary changes to the drawings and specifications.

Redesign charges are variable and can cost as much as 50% of the original fee for the entire building depending upon the extent of changes. The Client and Architect should negotiate appropriate fees for redesigning the project.

## 1.5.3 | Record Documents

Usually the Architect prepares record documents (drawings and specifications) based on "asbuilt" drawings submitted by the contractor. This is not a basic service of the Architect and these services may be compensated on an hourly or fixed fee or based on some other fee arrangement with the contractor. It is important for the Client and Architect to agree upon the fee and responsibility for preparation of record documents.

# 2 Building Classifications

Buildings can be categorized in a variety of ways: by occupancy, by building size, by construction cost and by complexity. Each of these factors can have significant impacts on the fee for architectural and engineering services.

# 2.1 Occupancy

Building codes in Canada divide buildings by Occupancy, in part because codes must deal with or prescribe the level of public safety required for each Occupancy.

Most building occupancies **require** the services of an Architect depending upon the jurisdiction and it is important to consult the appropriate regulations to determine any exemptions from this requirement.

Many buildings are of mixed uses, that is, they combine more that one occupancy and this presents some challenges for the determination of fees for professional services. The following are possible methods to determine the fee for services for mixed use buildings:

- two separate fees are used based on the two distinct occupancies, such as an attached parking garage and another distinct use;
- a blended percentage fee is agreed upon based upon the portion of each occupancy;
- the percentage fee is based on the major occupancy.

# 2.2 | Building Complexity

Some provincial associations have categorized buildings by building complexity, usually from simple to complex buildings, and the categories often refer to the level of architectural services required for the building type.

The RAIC uses the three levels of categories described below, namely: **Simple**, **Average** and **Complex**.

**Simple** means utilitarian character without complication of design, a minimum of finishes and very basic structural, mechanical and electrical design;

**Average** means conventional and common character requiring normal and routine coordination, detailing, structural, mechanical and electrical designs and systems;

**Complex** means exceptional character and complexity of design requiring more advanced or innovative systems and more extensive coordination of structural, mechanical and electrical design.

# 2.3 | Building Size

Another a factor in determining architectural fees is the building size or building area. Simple projects, with repetitive elements, may offer certain economies of scale in the provision of architectural services. Smaller projects require different detailing and are very time consuming, even though they may be of a relatively low construction cost. For small projects, such as those less than 500 square metres, or under 500,000 dollars in construction value, percentage fees may not always be applicable and a time basis may be recommended. Similarly for very large projects, over 30,000 square metres, the fee may need to be negotiated.

## 2.4 Building or Construction Costs

Another way of categorizing buildings is by their construction cost. If the fee for services is based on construction costs this becomes an important subdivision. Unfortunately building costs can vary across the country. These costs also vary during economic cycles and due to market forces such as supply and demand.

Standard construction cost categories may range from under \$500,000 to well over \$100,000,000. Generally speaking, as construction values increase the basic percentage fee for Architect's services for certain simple building categories decreases.



CDP Capital Centre | architect: Le consortium Gauthier, Daoust Lestage inc - Faucher Aubertin Brodeur Gauthier - Lemay et Associés | photo: Alain Laforest

#### 2.5 **Building Category or Building Type**

Some provincial associations have subdivided buildings by type, and the categories often refer to the level of architectural services required for the particular building type. There are often seven categories or "types" of buildings.

The RAIC has adopted the following Building Categories: Refer to Appendix D for similar list in alphabetical order.

CATEGORY		
	1.1	Warehouse
1	1.2	Barn, Stable, Storage building, Shed, Kennel, Animal Shelter
	1.3	Self-service Storage Building
2	2.1	Multiple Unit Residential Building (Apartment, Condominium, Dormitory, Townhouse, etc.)
2	2.2	Summer Camp, Park Building
	3.1	Armed Forces Base, Barracks, Armoury, Drill Hall
	3.2	Bowling Alley, Dance Hall
	3.3	Motel and Apartment Hotel
	3.4	Marina, Recreational Pier
	3.5	Maintenance Building, Service Garage, Service Station, Car Dealership
	3.6	Commercial or Administrative Office Building, shell only excluding tenant fit-up
3	3.7	Mercantile Buildings for Business and Personal Services including Store, Shop, Barber and Hairdressing Shop, Supermarket, Shopping Centre, Department Store, but <b>excluding</b> tenant layouts
	3.8	Student or Institutional Residence, Senior Citizens' Apartment
	3.9	School – Kindergarten and Elementary School
	3.10	Industrial Building (such as light manufacturing)
	3.11	Specialized Agricultural Building
	3.12	Resort Building (Building Shell only)
	4.1	School – Junior, Middle and Senior High School, Vocational High School
	4.2	Post Office and Financial Customer Service Centre (such as Bank Branches)
	4.3	Grandstand, Stadium
	4.4	Convention Hall, Exhibition Building
	4.5	Manufacturing, Processing or Specialized Storage Facility
	4.6	Drycleaning Establishment, Laundry
	4.7	Dairy and Creamery, Distillery
4	4.8	Specialized Housing including high-level residential support, Retirement Facility, Shelter for Homeless, Shelter for Women
	4.9	Animal Clinic
	4.10	Police Station, Fire Station, Ambulance Facility
	4.11	Hotel, Complex Motor Hotel
	4.12	Club: Town, Country, Sports, Health
	4.13	Community Centre
	4.14	Freestanding Parking Structure
		continued >

NOTE: Fees for Demolition Projects are based on the percentage fee of the building category for the type of building to be demolished.

NOTE: Due to increased design complexity as a result of changing user requirements, such as security, some building types have been moved to a higher category than indicated in some provincial associations' fee schedules.

CATEGORY		
	5.1	Pedestrian Links and Bridges
	5.2	Freight Handling Terminal, Special Maintenance Garage, Aircraft Hangar
	5.3	Amusement Park Building
	5.4	Telephone Equipment Building, Secure Server Building, Emergency Operations Center
	5.5	Swimming Pool, Ice Arena, Recreation Building, Physical Education Building, Gymnasium
	5.6	Zoo, Animal Hospital, Botanical Gardens
	5.7	Licensed Day Care
_	5.8	University or College non-technical Classroom Building, and Vocational High School
5	5.9	Cemetery Chapel, Mausoleum, Crematorium
	5.10	Funeral Home
	5.11	City Hall, Town Hall
	5.12	Museum (exhibition hall as shell, non-complex program without environmental conditions)
	5.13	Restaurant, Licensed Beverage Establishment
	5.14	Church, Place of Worship, Monastery, Convent
	5.15	Long Term Care Facility, Special Care Facility such as a Group Home,
	5.16	Minimum Security Detention Facility
	6.1	Facility for High-level Medical Care for active diagnostic and acute treatment, Chronic Care Facility, Mental Health Facility and Rehabilitation Facility
	6.2	Medical Research Facility
	6.3	Communications Building, Radio or TV Facility, Studio, Computer Centre
	6.4	Science Building
	6.5	Laboratory
	6.6	Dental Building, Walk-in Medical Clinic
	6.7	Observatory, Planetarium
6	6.8	Museum, Art Gallery
-	6.9	Courthouse, Archives Building, Library
	6.10	Aquarium
	6.11	Rapid Transit Station
	6.12	Maximum or Medium Security Detention Centre
	6.13	Airport Passenger Terminal, Bus Passenger Terminal, Rail Passenger Terminal, Seaport / Ferry Passenger Terminal
	6.14	Customs and Immigration Building
	6.15	Theatre, Opera House, Auditorium, Concert Hall
	7.1	Custom Residence, Custom Residential Swimming Pool, Official Government Residence
	7.2	Decorative Work, Exhibition Display, Public Garden, Promenade, Fountain
	7.3	Commemorative Monument, Funeral Monument
7	7.4	Air Traffic Control Tower, Control Centre, Flight Service Station
	7.5	Tenant Space Planning
	7.6	Legislative Building, Mint
	7.7	Chancellery and Embassy, Consulate, Foreign Mission

NOTE: Fees for Demolition Projects are based on the percentage fee of the building category for the type of building to be demolished.

NOTE: Due to increased design complexity as a result of changing user requirements, such as security, some building types have been moved to a higher category than indicated in some provincial associations' fee schedules.

# 3 Definitions

#### **Construction Budget:**

The Construction Budget is the Client's combined estimate of the Construction Cost, construction contingencies and GST or HST, or if there is no Client's combined estimate, an amount agreed to by the Client and the Architect.

#### **Construction Cost:**

The contract price(s) of all Project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimate of cost of construction as determined by the Architect, or as agreed by the Architect if a Cost Consultant is engaged, at market rates at the anticipated time of construction. Construction Cost excludes the following:

- the compensation of the Architect and the Consultants,
- other professional fees which are the responsibility of the Client,
- the land cost, and land development charges.

In the event that the Client furnishes labour or material below market cost, or recycled materials are used, the Construction Cost for purposes of establishing the Architect's and Consultants' fees includes the cost of all materials and labour necessary to complete the Work as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction.

#### **Direct Personnel Expense:**

The salary of the architect's or architect's consultant's personnel engaged on the project plus the cost of such mandatory and customary contributions and employee benefits as employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

#### **Disbursement Record:**

A record of billable reimbursable expenses.

#### Feasibility Study:

A report which outlines the research and subsequent analysis to determine the viability and practicability of a project. A feasibility study analyzes economic, financial, market, regulatory, and technical issues.

Fee: The amount of compensation paid to the architect for the provision of a specific service. (Normally does not include reimbursable expenses or disbursements.)

#### Field Review / General Review:

Field Review / General Review means review during visits to the Place of the Work (and where applicable, at locations where building components are fabricated for use at the Project site) at intervals appropriate to the stage of the construction that the Architect in its professional discretion, considers necessary to become familiar with the progress and quality of the Work and to determine that the Work is in general conformity with the construction contract documents, and so report, in writing, to the client, contractor and chief building official.

#### Fixed Fee or Lump Sum or Stipulated Price:

One stated sum of money for the performance or provision of specific services.

#### **Functional Program:**

A written statement which describes various criteria and data for a building project, including design objectives, site requirements and constraints, spatial requirements and relationships, building systems and equipment, and future expandability.

#### Goods and Services Tax (GST), or Harmonized Sales Tax (HST):

In some provinces, must be collected on all income. The total amount collected is reduced by the amount of GST/HST paid to vendors. The difference due to the government is usually paid quarterly.

#### Multiplier:

A percentage or figure by which direct payroll expenses of staff (Direct Personnel Expense) are multiplied to cover payroll burden, overhead expenses, and profit.

#### Office Overhead:

includes rent and utilities, office supplies, computer maintenance, automobile expenses, promotion and advertising, books and subscriptions, annual dues, leasing expenses (except as noted below), postage, delivery services, bank charges, interest charges, business taxes, donations, seminar and training expenses and depreciation. Consultant expenses which are related to architectural services are excluded from overhead but other consultants for services such as legal, accounting, marketing and the like are included in overhead expenses. The purchase or lease of major expenditure items such as automobiles, computers or office renovations are charged as office overhead only to the extent that such expenses can be depreciated in accordance with federal policy.

#### Per diem:

Allowance or payment for each day.

#### Percentage Fee:

A method of compensation which links the fee for architectural services to a percentage of the construction cost of the project. The percentage will vary depending on the type of building, the construction value, and the type of construction contract.

#### Pre-design services:

The architectural services provided prior to the traditional building design services which assist the client in establishing a functional program as well as the project scope, including a financial and scheduling plan.

#### **Project Budget:**

The client's estimated total expenditure for the entire project. It includes, but is not limited to, the construction budget, professional fees, costs of land, rights of way, and all other costs to the client for the project.

#### Provincial sales taxes:

are paid as supplies are purchased and unless such supplies are sold again, PST is not collected or required to be collected by architectural practices.

#### **Retainer:**

The first payment to the architect, upon engagement representing a stipend to cover the architects initial work and expenses on the client's behalf. This amount is retained on account against the eventual final billing for services on the project. (Typically the retainer is negotiated and often reflects the value of the first two months of service or one half of the value of the first phase of the commission.)

#### Service:

Work performed, or the doing of work on behalf of an employer or client; benefit conferred, or exertion made, on behalf of someone; work comprised in whole or in part of labour, advice or supervision.

# 4 Other References

# Provincial Associations of Architects' Schedule of Fees or Tariff of Fees

Architectural Institute of British Columbia. *Tariff of Fees for Architectural Services*. Fourth Edition edition. Revised March 2004.

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Saskatchewan Association of Architects. *Bylaws of the Saskatchewan Association of Architects*, August 1997. Refer to Bylaws No. 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25.

Ontario Association of Architects. A Client's Guide to Engaging an Architect in Ontario. First edition August 2008

Association of Architects in Private Practice of Québec. *Architects' Tariff – The services, responsibilities and fees of the architect.* January 2001.

Architects Association of New Brunswick. Schedule of Recommended Fees. March 1, 1993.

Architects Association of Prince Edward Island. *Conditions of Engagement and Suggested Schedule of Minimum Professional Charges*. Latest edition.

Nova Scotia Association of Architects. *Conditions of Engagement and Schedule of Minimum Professional Charges*. Latest edition

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# Appendices

- A | Fee Calculation Work Sheet
- **B** | Sample Fees using Fee Calculation Work Sheet
- C | Typical Invoice using Percentage-based fee
- D Alphabetical List of Buildings by Category
- **E** Services of the Architect
- F List of Supplemental Architectural Services
- **G** List of Types of Consultants on the Design Team
- H | Finding, Selecting and Engaging an Architect
- I Typical Buildings Requiring the Services of an Architect

# A Fee Calculation Work Sheet

	FEE ADJUSTMENT Factor	COMMENTS
Project Number		
Project Name		
MAJOR BUILDING OCCUPANCIES		
Building Category		
Building Area		
Project Complexity		
Construction Budget		
Method of Project Delivery		
METHODS OF COMPENSATION TO ARCHITECT		
Fee 1 Percentage-based		
Fee 2 Hourly or Per Diem		
Fee 3 Fixed Fee		
SCOPE OF SERVICES		
Pre-Design		
Design		
Construction Documentation		
Bidding and Contract Negotiation		
Contract Administration		
Post-construction		
Facility Management		
OTHER PROJECT VARIABLES		
Construction Schedule / Fast-track		
Project Documentation		
Specialist Consultants		
Approvals		
Submittals		
New Technologies		
Third Party Certification		
Construction Administration		
Location		
Renovation / Vertical Additions		
Repeat Work / Repetitive Design		
Architect's Personnel		
Contingency		
Other		
Total Fee Adjustment Factors		
Adjusted Fees		
Fee 1 Percentage-based		
Fee 2 Hourly or Per Diem		
Fee 3 Fixed Fee		
		1

# B Sample Fees using Fee Calculation Work Sheet

		FEE ADJUSTMENT Factor	COMMENTS
Project Number	2009-08		
Project Name	Ottawa Valley University Classroom		
MAJOR BUILDING OCCUPANCIES		·	
Building Category	Category 5		non-technical classroom
Building Area	3000 square metres		
Project Complexity	AVERAGE		
Construction Budget	\$9,000,000		
Method of Project Delivery	Construction Management		
METHODS OF COMPENSATION TO ARCHITECT		·	
Fee 1 Percentage-based	7.05		
Fee 2 Hourly or Per Diem			
Fee 3 Fixed Fee			
SCOPE OF SERVICES			
Pre-Design	n/a		
Design	yes		
Construction Documentation	yes		
Bidding and Contract Negotiation	yes		
Contract Administration	yes		
Post-construction	additional		
Facility Management	additional		
OTHER PROJECT VARIABLES			
Construction Schedule / Fast-track	no		
Project Documentation	multiple tender packages	plus 0.25	Construction Document Phase additional cost of 50%
Specialist Consultants	cost consultant		separate fee for Cost Consultant
Approvals	normal		
Submittals	normal		
New Technologies	green roof	plus 0.10	
Third Party Certification	LEED certification	plus 0.10	additional energy analysis and documentation
Construction Administration	normal	plus 0.10	
Location	normal		
Renovation / Vertical Additions	no		
Repeat Work / Repetitive Design	no		
Architect's Personnel	no additonal personnel required		
Contingency			
Other			
Total Fee Adjustment Factors		1.55	
Adjusted Fees	7.05 x 1.55 = 10.9275	10.9275	total fee approximately \$983,475
Fee 1 Percentage-based			
Fee 2 Hourly or Per Diem			for additional services only
Fee 3 Fixed Fee			additional 9,000 for Cost Consultant

# C Typical Invoice using Percentage-based fee

To: Acme Co. Ltd. 77 Skyway Drive Anytown, ON Y2K 2Y2		INVOICE No.: Project: Project No.: Date: GST No.:	8094 Acme Office Addition 8051 16 October 2008 R109976007
For Professional Services Rendered:			
Reference:	Client-Architect Agreement Document Six, dated May 29, 2008		
Fees to: 15 October 2008			
Earned to date:			
Design	100% of 25% of 8% of \$200,000		\$4,000.00
Contract Documents	100% of 50% of 8% of \$220,000		\$8,800.00
Contract Administration Services	60% of 25% of 8% of \$241,820		\$2,901.84
Additional Services			
Change Orders 1, 2, and 3	6 hours @ \$120/hour		\$720.00
	15 hours @ \$60/hour		\$900.00
			\$1,620.00
	Total fee earned to date		\$17,321.84
	Less previously invoiced		\$16,084.76
	TOTAL FEE DUE THIS INVOICE		\$1,237.08
<b>Reimbursable expenses due (excluding GST)</b> (see Schedule A attached)			\$104.60
Sub-total			\$1,341.68
GST			\$93.92
TOTAL DUE THIS INVOICE			\$1,435.60

# D Alphabetical List of Buildings by Category

Administrative Office Building, shell only <b>excluding</b> tenant fit-up	3
Agricultural Building (Specialized)	3
Air Traffic Control Tower	7
Aircraft Hangar	5
Airport Passenger Terminal	6
Alterations	7
Ambulance Facility	4
Amusement Park Building	5
Animal Clinic	4
Animal Hospital	5
Animal Shelter	1
Apartment	2
Aquarium	6
Archives Building	6
Armed Forces Base, Armoury	3
Art Gallery	6
Auditorium	6
Barn	1
Botanical Gardens	5
Bowling Alley	3
Bus Passenger Terminal	6
Car Dealership	3
Cemetary Chapel	5
Chancellery	7
Chronic Care Facility	6
Church	5
City Hall	5
Club: Town Country	4
Commemorative Monument	7
Commercial or Administrative Office Building, shell only excluding tenant fit-up	3
Communications Building	6
Community Centre	4
Computer Centre	6
Concert Hall	6
Consulate	7
Convent	5
Convention Hall	4
Courthouse	6
Crematorium	5

Custom Residence	7
Custom Residential Swimming Pool	7
Customs and Immigration Building	6
Dairy and Creamery	4
Dance Hall	3
Decorative Work	7
Dental Building	6
Distillery	4
Dormitory	2
Drill Hall	3
Drycleaning Establishment	4
Embassy	7
Emergency Operations Center	5
Exhibition Building	4
Exhibition Display	7
Facility for High-level Medical Care for active diagnostic and acute treatment	6
Financial Customer Service Centre (such as Bank Branches)	4
Fire Station	4
Flight Service Station	7
Foreign Mission	7
Fountain	7
Freight Handling Terminal	5
Funeral Home	5
Funeral Monument	7
Grandstand	4
Gymnasium	5
Hotel	4
Housing – Specialized Housing including high-level residential support	4
Housing – Multiple Unit Residential Building Apartment, Condominium, Dormitory, Townhouse, etc.)	2
House – Custom Residence	7
ce Arena	5
ndustrial Building (such as light manufacturing)	3
Junior, Middle and Senior High School	4
Kennel	1
Kindergarten and Elementary School	3
Laboratory	6
Laundry	4

# D Alphabetical List of Buildings by Category

Legislative Building	7
Library	6
Licensed Beverage Establishment	5
Licensed Day Care	5
Long Term Care Facility	5
Maintenance Building	3
Manufacturing	4
Marina	3
Mausoleum	5
Maximum or Medium Security Detention Centre	6
Medical Clinic (Walk-in)	6
Medical Research Facility	6
Mental Health Facility and Rehabilitation Facility	6
Mercantile Buildings for Business and Personal Services including Store, Shop, Barber and Hairdressing Shop Supermarket, Shopping Centre, Department Store, but <b>excluding</b> tenant layouts	3
Minimum Security Detention Facility	5
Mint	7
Monastery	5
Motel and Apartment Hotel	3
Multiple Unit Residential Building (Apartment, Condominium, Dormitory, Townhouse, etc.)	2
Museum	6
Museum (exhibition hall as shell, non-complex program without environmental conditions)	5
Observatory	6
Official Government Residence	7
Opera House	6
Park Building	2
Parking Structure (Freestanding)	4
Pedestrian Links and Bridges	5
Physical Education Building	5
Place of Worship	5
Planetarium	6
Police Station	4
Post Office	4
Processing or Specialized Storage Facility	4
Promenade	7
Public Garden	7
Radio or TV Facility	6

Rail Passenger Terminal	6
Rapid Transit Station	6
Recreation Building	5
Recreational Pier	3
Resort Building (Building Shell only)	3
Restaurant	5
Restoration of Historic Monument or Building	7
Retirement Facility	4
School – Junior, Middle and Senior High School	4
School – Kindergarten and Elementary School	3
Science Building	6
Seaport / Ferry Passenger Terminal	6
Secure Server Building	5
Self-service Storage Building	1
Senior Citizens' Apartment	3
Service Garage	3
Service Station	3
Shed	1
Shelter for Homeless	4
Shelter for Women	4
Special Care Facility such as a Group Home	5
Special Maintenance Garage	5
Specialized Housing including high-level residential support	4
Stable	1
Stadium	4
Storage building	1
Student or Institutional Residence	3
Studio	6
Summer Camp	2
Swimming Pool	5
Telephone Equipment Building	5
Tenant Space Planning	7
Theatre	6
Town Hall	5
TV Facility	6
University or College	5
Warehouse	1
Ζοο	5

## **E** Services of the Architect

The following describes the "traditional" services of the Architect:

#### 1.0 Architect's Services

- 1.1 The *Architect's* services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* set forth herein and any other services included in Article A.18. They include the provision of normal structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.
- 1.2 The *Architect*'s services include *Consultant Coordination* required to integrate all parts of the services.

#### 2.0 Schematic Design Phase

The Architect shall:

- 2.1 review the program of requirements furnished by the Client and characteristics of the site;
- 2.2 review and comment on the Client's *Construction Budget* in relation to the Client's program of requirements;
- 2.3 review with the Client alternative approaches to the design of the *Project* and the types of construction contracts;
- 2.4 review applicable statutes, regulations, codes and by-laws and where necessary review the same with the Authorities Having Jurisdiction;
- 2.5 based on the mutually agreed upon program of requirements, schedule and Construction Budget, prepare for the Client's review and approval, schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other; and
- 2.6 prepare and submit to the Client an estimate of probable *Construction Cost* based on current area or volume unit costs.

#### 3.0 Design Development Phase

Based on Client approved schematic design documents and agreed estimate of probable *Construction Cost*, the *Architect* shall:

- 3.1 prepare for the Client's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the *Project*, to describe the size and character of the entire *Project* including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate;
- 3.2 prepare and submit to the Client for approval a revised estimate of probable *Construction Cost*, and

3.3 continue to review applicable statutes, regulations, codes and by laws as the design of the *Project* is developed.

#### 4.0 Construction Documents Phase

Based on the Client approved design development documents and agreed estimate of probable *Construction Cost*, the *Architect* shall:

- 4.1 prepare, for the Client's review and approval, *Construction Documents* consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project*
- 4.2 advise the Client of any adjustments to the estimate of probable *Construction Cost*, including adjustments indicated by changes in requirements and general market conditions;
- 4.3 obtain instructions from and advise the Client on the preparation of the necessary bidding information, bidding forms, conditions of the contract and the form of contract between the Client and the contractor; and
- 4.4 review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the Authorities Having Jurisdiction in order that the Client may apply for and obtain the consents, approvals, licences and permits necessary for the *Project*.

#### 5.0 Bidding or Negotiation Phase

5.1 Following the Client's approval of the *Construction Documents* and the latest estimate of probable *Construction Cost*, the *Architect* shall assist and advise the Client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

#### 6.0 Construction Phase – Contract Administration

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the Client's representative during construction shall be modified or extended only with the written consent of the Client and the *Architect*.
- 6.2 During the construction phase contract administration, the Architect shall:
  - .1 be a representative of the Client;
  - .2 advise and consult with the Client;
  - .3 have the authority to act on the Client's behalf to the extent provided in this contract and the construction contract documents;
  - .4 have access to the *Work* at all times wherever it is in preparation or progress;
  - .5 forward all instructions from the Client to the contractor;
  - .6 carry out the *Field Review / General Review* of the *Work*;
  - .7 examine, evaluate and report to the Client upon representative samples of the Work;
  - .8 keep the Client informed of the progress and quality of the *Work*, and report to the Client defects and deficiencies in the *Work* observed during the course of the site reviews;

- .9 determine the amounts owing to the contractor under the construction contract based on the Architect's observations and evaluation of the contractor's application(s) for payment;
- .10 issue certificates for payment in the value proportionate to the amount of the construction contract, of *Work* performed and products delivered to the *Place of the Work*;
- .11 in the first instance, interpret the requirements of the construction contract documents and make findings as to the performance thereunder by both the Client and contractor;
- .12 render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the Client or the contractor.
- .13 render written findings within a reasonable time, on all claims, disputes and other matters in question between the Client and the contractor relating to the execution or performance of the *Work* or the interpretation of the construction contract documents;
- .14 render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the Client nor the contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- .15 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect*'s opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed;
- .16 review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the *Work* as provided in the construction contract documents;
- .17 prepare change orders and change directives for the Client's approval and signature in accordance with the construction contract documents;
- .18 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time;
- .19 furnish supplemental instructions to the contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Architect* and the contractor;
- .20 determine the date of Substantial Performance of the Work;
- .21 receive from the contractor and forward to the Client for the Client's review the written warranties and related documents;
- .22 verify the validity of the contractor's application for final payment and issue a certificate of final payment; and
- .23 prior to the end of the period of one year following the date of *Substantial Performance of the Work*, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the *Work* in accordance with the construction contract.

#### 7.0 Construction Budget and Estimate of Probable Construction Cost

7.1 The *Architect* shall review and comment on the Client's *Construction Budget* and shall prepare the estimate of probable *Construction Cost* as set out in this contract.

### F List of Supplemental Architectural Services

The following is a list of some of the specialized services offered by architectural practices or coordinated with special consultants.

#### PRE-DESIGN SERVICES

- Facilities Programming
- Feasibility Studies
- Existing Site and Facilities Analysis
- Traffic and Parking Studies
- Existing Equipment and Furniture Inventories
- Energy Analysis
- Master Programming and Planning
- Environmental Studies
- Space Schematics/Flow Diagrams
- Marketing Studies
- Financial Analysis
- Project Financing
- Advisor for Architectural Competitions
- Preparation of Proposal Call Documents

#### **POST-CONSTRUCTION SERVICES**

- Commissioning Services
- Post-occupancy Studies
- Maintenance and Operational Programming
- Building Maintenance Manuals
- Post-occupancy Evaluation

#### SITE DEVELOPMENT SERVICES

- Site Analysis and Selection
- Site Development Planning / Site Plan Agreement
- Detailed Site Utilization Studies
- On-site Utility Studies
- Off-site Utility Studies
- Environmental Studies and Reports
- Zoning and Land Use Amendments
- Geotechnical Engineering
- Site Surveying
- Legal Survey
- Landscape Design

#### MATERIALS AND SYSTEMS TESTING

- Procurement of Testing Services
- Review and Analysis of Testing

#### INTERIOR DESIGN AND DESIGN SERVICES

- Space Planning
- Adaption of Mechanical and Electrical Systems and other Systems to Tenant Needs
- Preparation of Furnishing Requirements
- Bidding or Purchasing Procedures for Furniture
- Furniture and Equipment Selection and Layout
- Special Furnishings Design
- Tenant-related Services
- Interior Partition Location
- Furniture and Finishing Specifications
- Selection of Interior Materials, Finishes, and Colours
- Procurement of Furniture
- Coordination of Installation and Delivery of Furniture
- Design of Interior and Exterior Signage and Symbols
- Selection or Acquisition of Fine Arts or Crafts
- Graphic Design
- Documentation of Requirements and Procurement of Graphics Work

#### PROJECT ADMINISTRATION AND CONSTRUCTION MANAGEMENT SERVICES

- Project Administration
- Disciplines Coordination/Document Checking
- Consulting with and Review and Approval of Authorities
- Submittal Services
- Owner-supplied Data Coordination
- Schedule Development/Monitoring
- Testing and Inspection Administration
- Project Representation
- Supplemental Documentation
- Administration of Multiple Contracts
- Detailed Cost Estimates and Quantity Surveys
- Value Analysis or Value Engineering
- Life Cycle Cost Analysis
- Coordination of Mock-ups
- Facility Management

#### PROMOTION AND PUBLIC RELATIONS

- Preparation of Press Releases
- Preparation of Promotional Brochures
- Presentations at Public Meetings
- Preparation of Leasing Material
- Preparation of Models
- Preparation of Renderings
- Condominium Documentation
- Computer Presentations

#### DOCUMENTATION SERVICES

- Preparation of Special Certificates and Letters of Assurance
- Certified Area Calculations
- Record Drawings and Computer Files
- Preparation of Measured Drawings
- Building Inspection and Reporting
- Aerial Site Photography
- Still Photography of Existing Conditions
- Periscope Photography of Models
- Presentation Photography of Renderings or Models
- Construction Progress Photographs
- Architectural Photography of Completed Building or Site
- Videotaping
- Computer Database
- Inventories of Materials, Equipment or Furnishings

#### ARCHITECTURAL CONSERVATION

- Historic Building Documentation
- Heritage Conservation District Studies
- Conservation Reports

#### EXPERT WITNESS

- Testimony at Court or Hearing
- Opinion on Codes or Regulations

#### COMPUTER APPLICATIONS

- Computer Renderings
- 3-D Computer Presentations and Walk-throughs
- Electronic Communication and Distribution
- Computer Analysis and Mock-ups
- Project Scheduling
- Project Accounting

#### **URBAN DESIGN**

- Streetscape Design
- Drafting of Zoning Bylaws and Regulations
- Shadow Studies
- Urban Design Studies
- Wind Studies
- Land Use Studies
- Transportation Studies

#### RESEARCH

- Research in Construction Materials and Methods
- Building Envelope Investigation

# G List of Types of Consultants on the Design Team

#### SPECIALIST CONSULTANTS:

- Acoustical consultant
- Airport consultant
- Architectural historian
- Art consultant
- Building code consultant
- Building envelope consultant
- Computer or CAD consultant
- Conservation or heritage architect
- Construction manager
- Cost consultant
- Demographer
- Economist
- Education consultant
- Elevator consultant
- Energy management consultant
- Environmental consultant or ecologist
- Facilitator
- Facilities manager
- Food service/kitchen consultant
- Graphic artist
- Hardware consultant
- Hospital consultant
- Information technology consultant
- Interior designer
- Laboratory consultant
- Land surveyor
- Landscape architect
- Lighting consultant
- Marketing consultant
- Programmer
- Psychologist
- Public relations consultant
- Quantity Surveyor
- Realtor
- Scheduling consultant
- Security consultant
- Signage or graphics consultant
- Sociologist
- Specifications writer
- Technologist
- Theatre consultant
- Translator
- Transportation planner
- Urban and regional planner
- Urban designer
- Value engineering consultant
- Wayfinding consultant
- Wind/snow studies consultant

#### ENGINEERING CONSULTANTS:

- Acoustical engineer
- Civil engineer
- Electrical engineer
- Environmental engineer
- Geotechnical engineer
- Hydrological engineer
- Mechanical engineer
- Process engineer
- Seismic engineer
- Structural engineer
- Traffic engineer

# H Finding, Selecting and Engaging an Architect

Selecting the right Architect is one of the most significant decisions you can make on a building project.

### 1 How to Find an Architect

You can find an architect in a number of ways, including:

- Use the RAIC Electronic online Member Directory, called "Find an Architect".
- Request and review a copy of the RAIC Directory, or, if available, obtain a
  provincial association directory which is produced by some of the provincial
  associations of architects.
- Visit architects' websites.
- Use your own experience to nominate architects that have served you well in the past.
- Ask for recommendations from other organizations or persons who may have had similar projects.
- Advertise in a local or province-wide publication, such as the RAIC electronic Bulletin or a provincial association's newsletter or website. If you choose to advertise, you can use the suggested wording shown in the sample advertisement on the RAIC website.

You will find the process easier if you keep the list of potential architects to a manageable number. For a small project, two architects may be sufficient; ten or more may be appropriate for a large, complicated assignment.

### 2 How to Select an Architect

There are three methods for selecting an architect:

- Qualifications or Quality-Based Selection
- Direct Selection
- Architectural Design Competition

### 2.1 Qualifications Based Selection or Quality Based Selection (QBS)

More information on QBS and also be found on the RAIC website at: www.raic.org/architecture architects/choosing an architect/qbs e.htm

Additional information in the OAA QBS Kit and sample Templates can be found on the website of the Ontario Association of Architects at: www.oaa.on.ca/client/oaa/OAAHome.nsf/object/Selecting + an + architect/\$file/OAA + QBS + Int roduction + Final + (Sept + +14 + 06).pdf

A Guide, Selecting a Professional Consultant, may be found at: www.sustainablecommunities.fcm.ca/files/Infraguide/Decision\_Making\_Investment\_Planning/ Selecting Profess Consultant.pdf

Finally, the Canadian Handbook of Practice for Architects includes a detailed Checklist and Guidelines for Issuing Requests for Proposals at the end of Chapter 1.2.2 – The Client.

### 2.2 Direct Selection

There are many good reasons why a client might select an Architect directly, often because of referral from a previous client or the more public reputation of that Architect.

Architects are aware of the importance of their reputation, both on a project-specific basis and on a broader public level. Most clients rely on either formal or informal references to confirm that they are selecting the best Architect for the project at hand.

More information on direct selection can be found on the RAIC website at: www.raic.org/architecture architects/choosing an architect/index e.htm

### 2.3 Architectural Design Competitions

Architectural Design Competitions are appropriate when an owner wishes to create a public dialogue about Architecture or where a sponsor is seeking design solutions that are very different, one from the other. More information on Architectural competitions can be found on the RAIC website at:

www.raic.org/architecture architects/architectural competitions/index e.htm

### 3 How to Engage an Architect – A clear and written Agreement is essential!

The services of an Architect are rendered most effectively when a clear understanding exists between the Client and the Architect and is incorporated into a written contractual agreement.

This understanding is most effectively accomplished by a thorough clear discussion and conclusion as to:

- the scope of the services to be provided by the Architect;
  - the scope of services provided by subconsulting Engineers and specialists to be engaged by the Architect
  - the role of the Architect with respect to project coordination and any subcontracts with other Consultants;
  - The role of the Architect relative to the review of construction;
- professional responsibility and liability;
- project timelines;
- the method of establishing of the architect's fees; and
- the method of payment for the architect's services.

When a Client and Architect have fully discussed and agreed upon these items, a written contract outlining all of these terms should be prepared.

The following are among many variables that will influence the level of effort needed to provide full Architectural services for a given project:

### 3.1 | Project Coordination

Coordination of the consultant team is critical to the successful completion of any building project. And, this coordination is usually undertaken by the Architect. Often the Architect is appointed as the prime consultant.

#### 3.1.1 | Prime Consultant

The prime consultant not only manages and coordinates the design and administration of the project but also makes sure that all members of the consultant team are properly informed of, and fulfill, their responsibilities. These coordinating duties must be compensated fairly as they are of considerable value to the Owner.

#### 3.1.2 | Subconsultants

Subconsultants are usually retained by the Architect but they may be engaged and retained by the Client or Owner. Basic engineering consultants are structural, mechanical and electrical engineers. It is possible to establish the Architect's fee in one of two ways:

- 1) including the fees of the three basic engineering consultants, or
- 2) without the basic engineering fee.

#### 3.1.3 | Specialist Consultants

Today there is an increasing demand for new specialist consultants. It should be noted that specialist consultants are **not** part of the basic services of the Architect. Some of these specialist consultants are:

- fire protection consultants,
- life safety and code consultants,
- security consultants,
- building envelope consultants,
- information technology specialists.

All of these are in addition to many of the traditional consultants, such as food service consultants and interior designers.

Refer to Appendix F for a complete list of possible subconsultants.

The Architect typically coordinates the specialist and subconsultants whether or not they have been retained directly by the Architect or by the Owner. Compensation for this coordinating role is sometimes called a coordination fee and the amount varies depending on:

- the complexity of the project,
- · the subconsultant's discipline or field of expertise, and
- the magnitude of the coordination activity.

Often the coordination fee is approximately 25%-35% of the subconsultant's fee. The fee for the services of specialist consultants is always over and above the fee or normal percentage for the Architect's services.

### 3.2 Scope of Services

As indicated above the scope of services must be agreed upon and the purpose of this document is to determine an appropriate fee for the Architect's services. The following chart provides a simple checklist for the Architect and Client to review typical services for a normal building project.

**Checklist: Scope of Services** 

This chart is a typical checklist of services offered by the architect and his or her sub-consultants. The nature of the individual project and the services customized to the client's needs will determine the scope of services required.

Project Project A: Inception	Project Assessment Concep	Concept Approval Appr	Approvals from Authorities	Awards of Cons	Awards of Construction Contract	Substantial Feriorinance of Construction/Occupancy Permit
1.0 PRE-DESIGN	2.0 SCHEMATIC DESIGN	3.0 DESIGN DEVELOPMENT	4.0 CONSTRUCTION Documents	5.0 BIDDING OR Negotiation	6.0 Construction – Contract Administration	7.0 POST-CONSTRUCTION
ARCHITECT'S SERVICES ARCHITECT'S SERVICES Facility Programming Flow Diagrams Flow Diagrams C Project Development Scheduling Project Budgeting Life Cycle Cost Studies C Economic Feasibility Studies C Agency Consulting/ Review/Approvalting/ Review/Approvalting/ Benergy Studies C Studies C Economic Feasibility Studies C Agency Consulting/ Review/Approvalting/ D Agency Consulting/ C Client-Supplied D Adency Consulting C Client-Supplied D Adency Studies Surveys C Client-Supplied D Adency Consulting Client-Supplied D Adency Consulting C Client-Supplied D Adency Studies C Project Management Project Promotion Services Related to Project Promotion Services Studies C Bed Consult Analysis Project Financing	ARCHITECT'S SERVICES Client:supplied Data Condination Program and Budget Evaluation Review of Alternative Design Approaches Architectural SchematicDesign Documents Construction Costs Construction Costs Construction Presentations Construction Besign Presentations Concepts Statements of Probable Concepts Statements of Probable Concepts Statements of Probable Concepts Statements of Probable Concepts Statements of Probable Costs Concepts Concepts Statements of Probable Costs Concepts Costs Costs Costs Costs Costs Costs Costs Costs Costs Costs Costs	ARCHITECT'S SERVICES Client: supplied Data Coordination Besign Coordination Architectural Design Development Deavings and Documents Statement of Probable Construction Costs Client Consultation Interior Design Development Presentations Presentations Models, Presentations Project Management Agency Consultation Propert Management Agency Consultation Computer Presentations Project Management Agency Consultation Consult TANTS' SERVICES Structural Design Development Development Costs Structural Design Development Development Costs Structural Design Development Development Costs Structural Design Development Costs Cos	ARCHITECT'S SERVICES Client:supplied Data Coordination Project Coordination Architectural Construction Documents (Working Drawings, Form of Construction Construction Construction Specifications) Document Checking and Coordination Contination Contination Contination Document Construction Documents Alternative Bid Details and Special Bid Documents Alternative Bid Details and Special Bid Documents Alternative Bid Details Alternative Bid Details Alternative Bid Details Alternative Bid Details Construction Documents Mechanical Construction Documents Flectrical Construction Documents Statement of Probable Costs Statement of Probable Costs Statement Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction Documents Construction C	ARCHITECT'S SERVICES Coordination Project Coordination Susue Bidding Documents bid Evaluation Construction Contract Construction Contract Construction Contract Construction Contract Construction Contract Construction Contract Construction Contract Construction Contract Separate Bids Negotiated Bids Services Related to Bid Evaluation Bid Evaluation Services Related to Bid Evaluation Bid Evaluation Services Services Consult TANTS' SERVICES Services Bid Evaluation Services Consult TanTS' Consult Addenda Bid Evaluation Consult Evaluation Consult Evaluation Consult Evaluation	ARCHITECT'S SERVICES Field Review Field Review Progress Reports/ Evaluation Process Certificates for Payment Interpretation of Contract Documents Review of Shop Drawing Product Data/Sample Change Drders Substantial Performance Report and Certification Client Consultation Interior Consultation Interior Consultation Client Consultation Interior Consultation Client Consultation Project Management Project Management Project Management Project Management Consultation Reports Administration of Separate Contracts Project Management CONSULTANTS' SERVICES Structural review/ Reports Consultation Reports Certification of Progress SERVICES Certification of Progress Certification of Progress Certification of Progress Certification of Progress Certification of Progress Certification of Progress SERVICES	ARCHITECT'S SERVICES Field Review Deficiency Assessment Review of Warranties Total Performance Inspection and Certification Client Consultation Start-up Assistance One-vear Warranty Inspections One-vear Warranty Inspections One-vear Warranty Reports Services Related to Atterations and Demolition Services Related to Atterations and Demolition Consult TANTS' SERVICES Start-up Assistance Start-up Assistance Start-up Assistance Review Consult TANTS' SERVICES Start-up Assistance Review Non-building Equipment Selection Consult TANTS' SERVICES Start-up Assistance Review Consult TANTS' SERVICES Start-up Assistance Review Consult TANTS' SERVICES Start-up Assistance Review Consult Tant's Services related to Atterations and Demolition Consult and Cost Monitoring Services related to Atterations and Demolition Services related to Atterations and Demolition Services related to Atterations and Demolition
Basic Services as per Base	Statements of Probabl Costs centage Fees shown on p	e   Jage 11			Accounting	

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If the Client and Architect agree to eliminate some services or add additional services the fee must be adjusted accordingly.

Refer to Appendix F for a list of other services that Architects provide.

### 3.3 Client's Responsibilities

The written contract or agreement sets out the services to be provided by the Architect. They also identify the Client's responsibility to provide information, such as:

- the requirements for the project under consideration;
- usually physical specifications (such as spatial and functional relationships) or functional program;
- legal services;
- site conditions (such as surveys, subsurface investigation reports, designated substances and mould, etc.); and
- the schedule for payment of fees.

The use of the *RAIC Document Six: Canadian Standard Form of Contract Between Client and Architect* or other endorsed standard contract documents is always recommended.

NOTE: Some provincial associations develop their own contracts for use within their province. The following are standard contracts which are also endorsed:

- OAA Document 600 (for use in Ontario)
- AIBC Standard Form of Contract 6C between Client and Consultant (for use on projects in British Columbia with separately engaged consultants)
- AAPPQ Contract Between Client and Architect (for use in the province of Québec)

# Typical Buildings Requiring the Services of an Architect

#### Requirements for the Design and General Review of Buildings

BUILDING CLASSIFICATION BY Major occupancy	BUILDING DESCRIPTION	DESIGN AND GENERAL REVIEW BY:
Assembly occupancy only	Every building	Architect and Engineer
Assembly occupancy and any other major occupancy except industrial	Every building	Architect and Engineer
Care or detention occupancy only	Every building	Architect and Engineer
Care or detention occupancy and any other major occupancy except industrial	Every building	Architect and Engineer
	Every building that exceeds 3 storeys in building height	Architect and Engineer
	Every building that exceeds 600 m <sup>2</sup> in gross area and that contains a residential occupancy other than a dwelling unit or dwelling units	Architect
Residential occupancy only	Every building that exceeds 600 m <sup>2</sup> in gross area and contains a dwelling unit above another dwelling unit	Architect
	Every building that exceeds 600 m <sup>2</sup> in building area contains 3 or more dwelling units and has no dwelling unit above another dwelling unit	Architect
Residential occupancy and any other major occupancy except industrial, assembly or care or detention occupancy	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect and Engineer
Business and personal services occupancy only	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect and Engineer
Business and personal services occupancy and any other major occupancy except industrial, assembly or care or detention occupancy	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect and Engineer
Mercantile occupancy only	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect and Engineer
Mercantile occupancy and any other major occupancy except industrial, assembly or care or detention occupancy	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect and Engineer
Industrial occupancy only and where there are no subsidiary occupancies	Every building that exceeds 600 m <sup>2</sup> in gross area or 3 storeys in building height	Architect or Engineer
Industrial occupancy and one or	The non-industrial portion of every building	Architect and PEO Licensee
more other major occupancies where the portion of the area occupied by one of the other major or subsidiary occupancies exceeds 600 m <sup>2</sup>	The industrial portion of every building	Architect or PEO Licensee

NOTE: This chart is based on the requirements in certain provinces - the requirements may vary in other provinces and jurisdictions