

THIS PART DEALS WITH GENERAL CONDITIONS OF ENGAGEMENT AND WILL APPLY IRRESPECTIVE OF THE NATURE OR EXTENT OF SERVICES TO BE PROVIDED.

1.01 RESPONSIBILITIES OF THE ARCHITECT

- 1.01.01 The work of an architect is to study his clients' needs, to advise, to prepare, direct and coordinate design and to generally inspect the works and administer the building contract. The architect must have the authority of his client before initiating any service or Work Stage.
- 1.01.02 The architect shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the client, except if found necessary during the construction in which case he shall inform the client without delay.
- 1.01.03 The architect shall inform the client if he has reason to believe the total authorised expenditure or contract period are likely to be materially varied.
- 1.01.04 The architect shall advise on the selection and appointment of the contractor and shall make such periodic visits to the site as he considers necessary to inspect generally the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents.
- 1.01.05 The architect shall not be responsible for the contractor's and/or sub-contractor's operational methods, techniques, sequences or procedures, nor for safety precautions in connection with the work, nor shall he be responsible for any failure by the contractor to carry out and complete the work in accordance with the terms of the building contract between the client and the contractor.

1.02 CONSULTANTS

- 1.02.01 On the recommendation of the architect, the client shall appoint and pay consulting engineers, other consultants, or surveyors who shall be subject to the direction and control of the architect. the architect's charges do not include charges for consulting engineers and/or other consultants.
- 1.02.02 The architect will advise on the need for independent consultants and will be responsible for the direction and integration of their work, but not for the detailed design, inspection and performance of the work entrusted to them.
- 1.02.03 Basic services do not include the preparation of detailed estimates, quantity surveying, town planning, civil, structural, mechanical or electrical engineering, landscaping or similar consultants' services. Where the provision of such services is within the competence of the architect's own office or where they are provided by consultants in association with the architect, fees shall be in accordance with the scales of fees of the appropriate bodies.
- 1.02.04 Where the services of more than one profession are provided by a single firm group practice or consortium, fees shall be the sum of the appropriate fees for the individual professional services rendered.

1.03 COPYRIGHT

- 1.03.01 The provisions of this Section shall apply without prejudice to the architect's lien on drawings and Specifications against unpaid fees.
- 1.03.02 Copy right in all literary and artistic works authored and produced by the architect for and in connection with the work executed therefrom shall remain the property of the architect.

Plans drawings specifications and all other literary and artistic works used as instruments of service shall remain the property of the architect whether the work for which they are produced and in connection with is executed or not. Such instruments shall not be used to execute any other work except by the express agreement of the architect.

- 1.03.04 Unless otherwise agreed between the parties, upon payment of any fees, the architect may grant to the client a non-exclusive licence to use the Final Design or Tender Documents produced and completed by the architect, for the purpose only of executing the project on the site to which the Final Design or Tender Documents relate.
- 1.03.05 Where the architect has not completed the Final Design or Tender Documents or where the parties hereto have agreed that Clause 1.03.04 shall not apply, the client may not reproduce the Final Design or Tender Documents without the express consent of the architect and payment of any additional fee that may be agreed upon in exchange for the architect's consent.
- 1.03.06 he architect shall not unreasonably withhold his consent under Clause 1.03.05 but where his services are limited to applying for Outline Planning approvals he may withhold his consent unless otherwise determined by an arbitrator appointed in accordance with Clause 1.08.

If it is not the intention of the architect to sell the copyright in the design and drawings or, to licence the copyright in same for an unlimited period of time, to the client, the following clause can be added:

- 1.03.07 The client agrees that immediately upon completion of the project to return to the architect all of the Final Designs and Tender Documents and other literary or artistic works supplied by the architect together with any further copies made by the client and all drawings made from them.

1.04 INSPECTION

- 1.04.01 During his on-site inspection made in accordance with Clause 1.01.04 the Architect shall endeavor to guard the client against defects and deficiencies in the work of the contractor, but shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the work.
- 1.04.02 In cases where constant supervision is required, a Clerk of Works, and if necessary, one or more Resident Architects and/or Resident Engineers shall be employed for this purpose. The employment of such supervisory staff shall be at the architect's discretion in agreement with the client. Such staff shall be nominated or approved by the architect and appointed and paid by the client. They shall be under the architect's direction and control.

1.05 DELAY AND CHANGES IN INSTRUCTIONS

- 1.05.01 Extra work and expense caused in any Stage of the architect's services resulting from unreasonable delay in receiving instructions, delays in building operations, changes in the client's instructions, phased contracts, bankruptcy, liquidation or determination of the contractor or any other cause beyond the control of the architect, shall be additionally charged on a time basis.

1.06 REMUNERATION

- 1.06.01 The services normally provided by an architect in studying his client's needs, advising him, preparing, directing and coordinating design and inspecting work executed under the building contract as described in Part 2: Basic Service. Other services that an architect may provide are described in Part 4: Other Services.
- 1.06.02 The Basic Service for building projects is divided into a sequence of Work Stages A to E through which the architect's work progresses, augmented by services

which vary widely in nature and extent with the circumstances of the project.

- 1.06.03 Fees for Work Stages A-D are calculated at each stage as a percentage of the current agreed cost of construction. Fees for Work Stage E are calculated by updating the fees for all previous Work Stages as a percentage of the current construction cost of the works with a final overall adjustment based on a percentage of the actual cost of the works as reflected in the Final Account. Basic services and remuneration are described in Part 3 of these Conditions.
- 1.06.04 Fees for other services which are likely to vary widely in nature and extent are charged additionally on a time basis as described in Part 4 of these Conditions.
- 1.06.05 In exceptional circumstances any service normally charged on a percentage fee may, by prior written agreement between architect and client be charged on a time basis.
- 1.06.06 The fees and charges described in these Conditions may not be sufficient in all circumstances, in which case higher fees and charges may be agreed between the client and architect when the architect is commissioned.
- 1.06.07 The fees for services apply to work let under a single contract. For any portion of the work let under a separate contract, the architect is entitled to additional fees by prior agreement.
- 1.06.08 In addition to the fees under any other parts of these Conditions, the architect shall be reimbursed for all reasonable out-of-pocket expenses such as: printing, reproducing or purchase costs of all documents, drawings, maps, models, photographs and other records; hotel and traveling expenses: including mileage allowances for cars at recognised rates; expenses incurred in advertising for tenders, net cost of clerk of works, resident site staff; specialist professional advice; legal advice,

properly incurred in connection with the Commission. Overseas postage and telephone charges incurred by the architect may be charged by prior written agreement.

- 1.06.09 Where work is at such a distance that an exceptional amount of time is spent in travelling, additional charges may be made by prior written agreement.

1.07 SPECIALIST SUB-CONTRACTORS AND SUPPLIERS

- 1.07.01 The architect may recommend that specialist sub-contractors and suppliers should design and execute any part of the work. He will be responsible for the direction and integration of their design, and for general inspection of their work in accordance with Stage E of the Basic Services, but not for the detailed design or performance of the work entrusted to them.

1.08 INTERPRETATION AND ARBITRATION

- 1.08.01 Any question arising out of these Conditions may be referred in writing by the architect or client to the TTIA for advice provided always that any difference or dispute between them is determined in accordance with Clause 1.08.02.
- 1.08.02 Any difference or dispute on the application of these Conditions may by agreement between the parties be referred to the TTIA for an opinion.
- 1.08.03 Where any difference or dispute arising out of these Conditions cannot be resolved in accordance with Clause 1.08.02, it shall be referred to arbitration of a person to be agreed between the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Trinidad and Tobago Institute of Architects.

THIS PART DESCRIBES THE BASIC SERVICES PROVIDED BY AN ARCHITECT FOR BUILDING PROJECT. THE BASIC SERVICE IS DIVIDED INTO STAGES WHICH MARK THE PROGRESS OF THE ARCHITECT'S WORK.

2.01 BRIEFING STAGE

- 2.01.01 Receiving the client's initial instructions and statements of requirements.
- 2.01.02 Advising the client on possible courses of action.
- 2.01.03 Acquainting the client with the Conditions of Engagement and scale of fees
- 2.01.04 Visiting the site.
- 2.01.05 Examining legislation and codes as they might affect the project.
- 2.01.06 Making inquiries with the Town and Country Planning Division.
- 2.01.07 Undertaking a preliminary technical appraisal of the project to assist the client to decide whether and in what form to proceed.
- 2.01.08 Advising the client on the need for consultants.
- 2.01.09 Preparing with the client a Schedule of Accommodation and an approximate estimate of the cost of meeting the client's requirements.
- 2.01.10 Preparing an outline timetable and a suggested contract procedure.

2.02 SCHEMATIC DESIGN STAGE

- 2.02.01 Agreeing full details of the design brief with the client including an appropriate work programme.
- 2.02.02 Obtaining from the client or having prepared at the client's expense detailed topographical, boundary and sub-soil surveys as required.
- 2.02.03 Preparing preliminary designs and providing the client with drawings and documents for approval before proceeding with the next work stage. Such work will generally be presented as follows:
- (i) Preliminary Site Development Plans including the optimum utilization of the site for its initial and ultimate development in conformity with the client's requirements. These development plans will illustrate relevant data about the site which have an influence on the planning of the proposed complex: existing buildings, topography, vegetation, drainage, soils and sub-soil formations, boundaries, existing utilities.
 - (ii) Preliminary graphics and information illustrating the architectural design concept for the proposed building, its functional relationship as they relate to the brief and services and circulation systems.
 - (iii) Material, Structure, Services and Standards outlining suggested materials, structural and services systems in collaboration with the engineering consultants and associated standards.
 - (iv) Area Tabulations which give a breakdown of major functional areas as they relate to the client's requirements.

- (v) Preliminary Estimates Prepared in collaboration with the Quantity Surveyor/Cost Consultant a statement of probable cost of construction based on the preliminary designs.
- (vi) Making a formal presentation of the Outline Proposals to the client to obtain approval and to review the on-going work programme and make adjustments to the brief.
- (vii) Applying for Planning Approval. Applying on behalf of the client for Outline Planning Permission for the proposed development if required at this stage.

2.02.04 With client approval, authorisation and settlement of fee account the architect will proceed with the next work stage.

2.03 FINAL DESIGN

- 2.03.01 Receiving the client's amended instructions.
- 2.03.02 Preparing in collaboration with the appointed consultants, final designs and providing the client with drawings and documents for approval.

Such work will generally include the following:

- (i) Site plan illustrating building placement, access and parking, sidewalks and landscaping.
- (ii) Floor plans showing established dimensions, column grids, construction planning and component modules, space lay-out, circulation, equipment rooms, toilets, stairwells, public and common areas and interior details including walls, columns, partitions, door swings, windows, plumbing fixtures and other features to describe the complete building.

- (iii) Sections in sufficient detail and to establish vertical dimension.
- iv) Elevations of all sides of the building showing exterior details and indicating materials, sufficient to define clearly the proportion and appearance of the finished building.
- (v) Outline Specifications indicating the type and quality of all basic construction materials and workmanship indicating preliminary details of standardised construction components.
- (vi) Area Tabulation showing the breakdown of the building by functional areas.
- (vii) Finalising engineering design and co-ordination of structural and services systems and components in collaboration with the structural engineer.
- (viii) Preparing in collaboration with the consulting quantity surveyor/ cost consultant a more detailed statement of probable cost of construction to determine at an early stage what adjustments, if any might be necessary to the design on the target cost of the project.
- (ix) Report which will include the results of all work carried out during this work stage.
- (x) Discussions maintaining a close working liaison with the client and making such modifications as may be necessary to satisfy the client that his requirements will be fulfilled.
- (xii) Making a formal presentation. Making a formal presentation, of the Final Designs to the client, securing the client's approval and receiving the on-going work programme.

- 2.03.03 With client approval, authorisation and settlement of fee account the architect will proceed with the next work stage.
- 2.03.04 It is advisable that changes to the design brief should not take place after this stage. Any changes after this stage will result in abortive work and additional fees.

2.04 TENDER/CONTRACT DOCUMENTS – STAGE

- 2.04.01 Agreeing with the client the Form of Building Contract the procurement and the management system for the project.
- 2.04.02 Directing and preparing in collaboration with the appointed consultants a full set of coordinated working drawings and tender documents describing in sufficient detail the whole project for the purposes of executing the main contract and the construction of the project.
- 2.04.03 Submitting duly completed documents as required for approval from the Town & Country Planning Division and other statutory bodies.
- 2.04.04 Submitting duly completed tender documents.
- 2.04.05 With client approval, authorisation and settlement of fee account the architect will proceed with the next work stage.

2.05 CONSTRUCTION ADMINISTRATION/PROJECT MANAGEMENT – STAGE

- 2.05.01 Receiving and confirming the client's instructions to proceed with construction of the project.
- 2.05.02 Inviting, obtaining and evaluating tenders for the Main Contract, Nominated Sub-Contracts, Nominated

Suppliers and other procurement. Advising the client on the appointment of a suitable main Contractor and nominated specialist sub-contractors. Preparing Contract Documents for formal signing and execution.

2.05.03 Supplying the necessary information to the main contractor in accordance with the Conditions of Contract, to enable him to take possession of the site and commence works.

2.05.04 Preparing and supplying to the main contractor such further information as may be required for the proper execution of the works.

2.05.05 Administering the Construction Contract including:

- (i) Instructions to the Contractor.
- (ii) Issuing Interim Certificates for payment.
- (iii) Issuing Defects Lists.
- (iv) Issuing a Certificate of Practical Completion.
- (v) Issuing a Certificate of Making Good of Defects.
- (vi) Issuing the Final Certificate for payment.

2.506 Making periodical inspections of the works as may be necessary to ensure that the works are being executed in accordance with the contract.

Full-time supervision does not form part of the Basic Duties of the Architect. (Refer to Clause 1.04.02)

2.507 Reviewing the Contractor's Programme at the commencement of work on site and during the course of the contract.

2.508 Advising the client on the progress and quality of the work and if the Contract Sum or Construction period is likely to be significantly varied.

THIS PART DESCRIBES THE RECOMMENDED METHODS OF CALCULATING FEES FOR THE ARCHITECT'S SERVICES AND EXPENSES. FEES MAY BE BASED ON A PERCENTAGE OF THE TOTAL CONSTRUCTION COST OR ON TIME EXPENDED, OR MAY BE A LUMP SUM. THIS PART SHOULD BE READ IN CONJUNCTION WITH PARTS 1, 2 AND 4.

3.01 PERCENTAGE FEES

2.508 The percentage fee scales shown in Figure 1 are for use where the architect's appointment for the Basic Services described in Part 2 for new works having a total construction cost between \$200,000 and \$50,000,000. Where the total construction cost is less than \$200,000 or more than \$50,000,000 client and architect should agree an appropriate fee basis at the time of appointment.

3.01.02 Percentage fees are based on the total construction cost of the works. On the issue of the Final Certificate, fees should be recalculated based on the actual total construction cost.

3.01.03 Total construction cost is defined as the cost, as certified by the architect, of all works including site works executed under the architect's direction, subject to the following:

- (i) The total construction cost includes the cost of all work designed by consultants and coordinated by the architect.
- (ii) The total construction cost does not include specialist sub-contractors' design fees for work on which consultants would otherwise have been employed.
- (iii) For the purpose of calculating the appropriate fee, the total construction cost:

- includes the actual or estimated cost of any work executed which is excluded from the contract but otherwise designed by the architect;
 - is not subject to any deductions made in respect of work outside the building contract.
- (iv) The total construction cost includes the cost of built-in furniture and equipment. Where the cost of any special equipment is excluded from the total construction cost, the architect may charge additionally for work in connection with such items.
- (v) Where any material, labour or carriage is supplied by a client who is not the contractor, the cost will be estimated by the architect as if it were supplied by the contractor, and included in the total cost.
- (vi) Where the client is the contractor, a statement of the ascertained gross cost of the works may be used in calculating the total construction cost of the works. In the absence of such a statement, a mutually agreed estimate will be used. In both a statement of the ascertained gross cost and an architect's estimate there will be included an allowance for the contractor's profit and overheads.

3.01.04 For purposes of fee calculations, buildings are divided into five classes as shown in Figure 3.

3.02 TIME CHARGE FEES

- 3.02.01 Time charges will be based on agreed rates for the following categories:
- (i) Principals
 - (ii) Architects and Technical Staff
 - (iii) Clerical Staff
 - (iv) Reimbursables
- 3.02.02 Such rate will define the cost of salaries (including sick leave, vacation, bonus, and holiday pay applicable thereto), plus unemployment and payroll taxes, contributions for national insurance, employment compensation insurance, pension contributions, retirement benefits and medical and insurance benefits, and other bona fide employee benefits such as local and overseas travel allowances.
- 3.02.03 The architect will maintain records of time spent on services performed on a time basis. The architect will make such records available to the client on

3.03 LUMP SUM FEES

- 3.03.01 the architect may agree with the client to charge a lump sum fee for any service, for example where:
- (i) the client's requirements are provided in a form such that the architect is not obliged to undertake any additional preparatory work;
 - (ii) the full extent of the service can be determined when the architect is appointed; and
 - (iii) the architect's service can be completed within an agreed period.

- 3.03.02 Where the above circumstances change in terms of the Contract Period and Contract Sum, lump sum fees may be adjusted on a negotiated pro-rata basis.

3.04 WORKS TO EXISTING BUILDINGS

- 3.04.01 The percentage fee scales shown in Figure 2 are for use where the architect's appointment is for the Basic Services described in Part 2 for alterations or extensions to an existing building having a total construction cost of between \$200,000 and \$50,000,000. Where the total construction cost is less than \$200,000 or more than \$50,000,000 client and architect should agree an appropriate fee basis at the time of the appointment.
- 3.04.02 Where extensions to existing buildings are substantially independent, percentage fees should be as Figure 1 for new works, but the fee for those sections of the works which marry existing buildings to the new should be charged separately as Figure 2 applicable to independent commission of similar value.
- 3.04.03 Where the architect's appointment is for repair and restoration work fees should be on a time basis; alternatively a percentage fee may be agreed.
- 3.04.04 Where the architect's appointment is in connection with works to a building of architectural or historic interest, or to a building in a conservation area, higher fees will be charged.

3.05 INTERIM PAYMENTS

- 3.05.01 Fees and expenses should be paid in installments either at regular intervals or on completion of Work Stages of the Basic Services (Part 2).

3.05.02 Where interim payment of percentage or lump sum fees is related to completion of work stages of the Basic Services the recommended apportionment is as follows:

Work Stage	Proportion of fee	Cumulative total
A Brief	10%	10%
B Schematic Design	15%	25%
C Final Design	10%	35%
D Tender/Contract Documents	40%	75%
E Construction Administration	25%	100%

Fees for Stage D shall be paid in agreed installments as follows:

- 25% on completion of general arrangement layout
- 25% on completion of detail layouts
- 25% on completion of schedules
- 25% on completion of specification and contract documents

Fees in respect of Work Stages E may be paid in agreed installments.

3.05.03 All fees for pre contract services should be based on the Architect's last agreed estimate of the total construction cost of the works. Such estimates may be based on an accepted tender or, subject to the following, on the lowest of unaccepted bona fide tenders. Where services are provided in respect of works for which the executed cost is not known and no tender has been accepted, percentage fees should be based either on the Architect's estimated total construction cost or on the most recent cost limit agreed with the client, whichever is the lower

3.05.04 Any sums remaining unpaid at the expiry of 30 days from the date of submission of the fee account shall bear interest thereafter, such interest to accrue from day to day at the rate of 2% per annum above the current base rate of the architect's principal bank.

3.06 PARTIAL SERVICES

- 3.06.01 Should the architect be required to provide only part of the Basic Services (Part 2) the architect will be entitled to a commensurate fee.
- 3.06.02 Where work is to be done by or on behalf of the client, resulting in the omission of part of Work Stages A-E, or a sponsored constructional method is to be used, a commensurate reduction in the recommended percentage fee may be agreed. In assessing the reduction, due account should be taken of the need for the architect to become thoroughly familiar with the work done by others, and a familiarisation fee will be charged for this work.
- 3.06.03 Fees for partial services may alternatively be on a time or lump sum basis as circumstances become appropriate.

3.07 VARIATIONS

- 3.07.01 Where the scope of the architect's services is varied fees may be adjusted accordingly.
- 3.07.02 Where the architect is involved in extra work and expense for reasons beyond the architect's control and for which the architect would not otherwise be remunerated additional fees are due. Any of the following is likely to involve the architect in extra work and expense:
- (i) The need to revise reports, drawings, specifications or other documents due to changes in interpretation or enactment or revisions of laws, statutory or other regulations.
 - (ii) Changes in the client's instructions, or delay by the client in providing information.

- (iii) Consideration of notices, applications or claims by the contractor under a building contract; delays in the building contract operations; delays resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers; default, bankruptcy, liquidation or determination of the contractor, sub- contractors or suppliers.
- (iv) Any other cause beyond the architect's control.

3.08 REPETITION

- 3.08.01 The classification of buildings in Figure 3 takes account of reduced design work arising from the nature of the building.
- 3.08.02 The Architect may apply a reduction to the recommended fee for reduced work based on repetitive elements of a single commission as follows:
 - (i) Where a repeated single building (eg. house, cabana) with identical superstructures are constructed in a single commission.
 - (ii) Where identical compartments (eg. typical floors) are repeated in a single building.
 - (iii) Where identical stand-alone structures (eg. blocks, wings) are constructed in a single commission.
- 3.08.03 In other cases where some degree of repetition is apparent, the architects fee is already reduced by virtue of the Building Classification in Figure 3 (multi-story car parks, hostels, etc.)

- 3.08.04 In computing the total fee, the total construction cost of the project including the cost of only one (1) of the repeated elements and the cost of site/external works is used to calculate the architects fee for all stages of his basic service, ie. Stages A through D. To this, the fee for reduced services in each stage is ADDED for the repeated elements based on the total construction cost of the repeated elements and works related to each site.
- 3.08.05 At the completion of each Stage (A to D incl.), the fee for the basic prototype service including the portion for site/external works, and the reduced fee for the repeated units become due.

3.09 VALUE ADDED TAX

- 3.09.01 The amount of any Value Added Tax on the services and expenses of the architect arising under the Value Added Tax Act 1989 will be chargeable to the client in addition to the architect's fees and expenses.

THIS PART DESCRIBES OTHER SERVICES WHICH MAY BE PROVIDED BY THE ARCHITECT.**4.01 TOWN PLANNING**

- 4.01.01 Fees for town planning work shall be in accordance with the professional charges of the Trinidad and Tobago Society of Planners.

4.02 QUANTITY SURVEYING, VALUING & SURVEYING

- 4.02.01 Fees for preparing bills of quantities, valuing works executed where no quantity surveyor is employed, valuation of properties and other surveying work not described elsewhere in these Conditions, shall be in accordance with the Professional Charges of the Institute of Surveyors of Trinidad and Tobago.

4.03 LANDSCAPE DESIGN

- 4.03.01 Fees for landscape design executed under separate landscape contracts shall be charged on a time basis or as agreed.

4.04 BUILDING SURVEYS & STRUCTURAL INVESTIGATIONS

- 4.04.01 Fees for preparing schedules for dilapidations and negotiating them on behalf of land-lords or tenants; taking particulars on site, preparing specifications for repairs of restoration work, inspecting their execution shall be charged on a time basis or as agreed.

- 4.04.02 Fees for making structural investigations, the limits of which shall be clearly defined and agreed in writing, such as are necessary to ascertain whether or not there are defects in the walls, roof, floors, and drains of a building which may materially affect its life and value shall be charged on a time basis or as agreed.

4.05 SEPARATE TRADES CONTRACTS

- 4.05.01 Where there are separate contracts for each trade the fees shall be determined by prior written agreement and shall not be less than 25 per cent higher than the fee for the Basic Service.

4.06 INTERIOR DESIGN, SHOP FITTING AND FURNITURE DESIGN

- 4.06.01 Fees may be charged on a percentage or time basis for the following work.
- (i) Special services, including the provision of special sketch studies, detailed advice on the selection of furniture, fittings and soft furnishings and inspection of making up such furnishings for interior design work executed under a special building contract or subcontract separate from that for other works on which the architect may be employed.
 - (ii) Works of a special quality, such as special shopfitting, fronts and interiors, exhibition design and similar works, including both the remodeling of existing shops and the design of new units, both independently and within the shell of an existing building irrespective of whether the architect is employed for shopfitting design only or the work forms part of a general building contract.

- 4.06.02 Payment for the design of mass-produced items of furniture may be by royalty, or by time charges and sale of copyright. Fees for the design of prototypes shall be either on a time basis or an advance on royalties.

4.07 BUILDING SYSTEMS AND COMPONENTS

- 4.07.01 For the development of building systems, fees may be agreed or an advance on royalties.
- 4.07.02 Payment for the design of mass-produced building components may be by royalty, or by time charges and sale of copyright. Fees for development work in connection with the design of prototypes shall be either on a time basis or an advance on royalties.
- 4.07.03 Where an architect recommends to an independent client the use of a building system or components on which he is receiving royalties, the client shall be so informed. The total architect's fees may be reduced to the extent of the royalties received.

4.08 LITIGATION AND ARBITRATION

- 4.08.01 For giving expert evidence, settling proofs, conferences with solicitors and counsel, attendance in court, at arbitrations, town planning inquiries, before other tribunals, services in connection with litigation, and for arbitration, fees shall be on a time basis.

4.09 CONSULTANCY

- 4.09.01 For acting as consultant architect, fees shall be on a time basis or as agreed.
- 4.09.02 Where an architect is retained to provide consultancy or other services on a regular or intermittent basis,

annual retention fees may be charged, and where appropriate may be merged with subsequent percentage fees or time charges.

4.10 DEVELOPMENT STUDIES/PLANS

Fees shall be charged on a time basis or as agreed for the following:

- 4.10.01 Services where a client's initial statement of requirements requires a special service (such as operational research) before consideration of the brief and development of outline proposals.
- 4.10.02 Preparing outline development plans for any large building or complex of buildings which will be carried out in phases over a number of years.
- 4.10.03 Preparing a layout only, or preparing a layout for a greater area than that which is to be developed immediately.

4.11 SITES AND BUILDINGS

Fees shall be charged on a time basis or as agreed for the following:

- 4.11.01 Advising on the selection and suitability of sites, conducting negotiations concerned with sites or buildings.
- 4.11.02 Making measured surveys, taking levels and preparing plans of sites and buildings or existing buildings.
- 4.11.03 Making inspections, preparing reports or giving general advice on the condition of premises.
- 4.11.04 Work in connection with soil investigations.

4.12 RESEARCH

Fees shall be charged on a time basis or as agreed for the following:

- 4.12.01 Research where the development of a scheme design involves special constructional research, including the design, construction or testing of prototype buildings or models.

4.13 NEGOTIATIONS

Fees shall be charged on a time basis or as agreed for the following:

- 4.13.01 Negotiations other than routine submissions such as those arising from applications for outline and final planning from Town and Country Planning Division, Local Health Authority, City or Borough Council, Highways Division, Water and Sewerage Authority and all other Statutory Authorities or other building regulations approvals.
- 4.13.02 Providing information, making all applications other than those covered by the Basic Services, such as those including applications for licences, negotiations in connection with party walls, grant aids, Rights of Light and other easements, reservations and restrictions.

4.14 SPECIAL DRAWINGS

Fees shall be charged on a time basis or as agreed for the following:

- 4.14.01 Preparing any special drawings, models or technical information specially for the use of the client, or for Town Planning, Byelaw and Building Regulations approvals, for negotiations with landlords, adjoining owners, public authorities, licensing authorities, promotions or advertising and others.

4.15 FURNISHINGS AND WORKS OF ART

Fees shall be charged on a time basis or as agreed for the following:

- 4.15.01 Advising on the selection and suitability of loose furniture, fittings and soft furnishings, on the commissioning or selection of works of art, obtaining tenders and supervising their installation.

AN ENGAGEMENT ENTERED INTO BETWEEN THE ARCHITECT AND THE CLIENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY ON THE EXPIRY OF REASONABLE NOTICE. THE ARCHITECT SHALL BE ENTITLED TO REMUNERATION IN ACCORDANCE WITH PART 3

5.01 ABANDONED WORKS

- 5.01.01 Where the construction of works is cancelled or postponed on the client's instructions, or the architect is instructed to stop work indefinitely at any time, the commission may be deemed to be abandoned and fees for partial services shall be due. In addition compensation for related contractual expenses must be assessed and charged.
- 5.01.02 During such period of postponement the architect will be entitled to be reimbursed by the client for all expenses and disbursements necessarily incurred under the contract.
- 5.01.03 Notwithstanding Clause 5.01.01, if instructions necessary for the architect to continue work are not received from the client within 30 days after such instructions were requested in writing the commission shall be deemed to have been abandoned.
- 5.01.04 Where a commission is abandoned or any part of the works is omitted at any time before completion, fees for partial service in respect of the whole or part of the works shall be charged in accordance with Section 3.05 together with related contractual expenses.

5.02 RESUMED COMMISSIONS

- 5.02.01 If a commission which has been abandoned is resumed without substantial alteration or is resumed after one year, any fees paid under Section 5.01 above shall be regarded as final payment for the service originally rendered. The resumed commission shall then be deemed separate, and fees charged in accordance with Part 3.05 of these Conditions.

- 5.02.02 Where a commission which has been abandoned is resumed at any time with substantial alteration or is resumed after one year, any fees paid under Section 5.01 above shall be regarded as final payment for the service originally rendered. The resumed commission shall then be deemed separate, and fees charged in accordance with Part 3 of these Conditions.

- 5.02.03 All additional work caused by the abandonment which is resumed in accordance with Clause 5.02.02 shall be charged on a time basis.

IN ADDITION TO THE FEES CHARGED THE ARCHITECT SHALL BE REIMBURSED FOR ALL EXPENSES AND DISBURSEMENTS PROPERLY INCURRED IN CONNECTION WITH THE APPOINTMENT, INCLUDING THE FOLLOWING:

- 6.01.01 Printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs, and other records, including all those used in connection between architect, client, consultants and contractors and for inquiries to contractors, sub-contractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned, except that contractors and suppliers will pay for any prints additional to those to which they are entitled under the contract.
- 6.01.02 Reasonable subsistence, travelling time and travelling expenses of employees, partners and principals when away from the home office on business connected with the project including mileage allowance for cars at agreed rates.
- 6.01.03 Identifiable communication expenses such as overseas postage and telephone charges, facsimile, air-freight and courier services.
- 6.01.04 Rental charges for specialised equipment, including computers, where required and agreed with the client.
- 6.01.05 Fees and other charges for specialists advice, including legal advice, which have been incurred with the specific authority of the client.
- 6.01.06 The architect will maintain records of all such expenses and disbursements and will make these records available to the client upon reasonable request.

6.01.07 The client will pay all charges in respect of applications under Planning and Building Acts and other statutory requirements.

FIGURE 1 – RECOMMENDED FEE BANDS – NEW WORKS

CONSTRUCTION COST BANDS	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	1	2	3	4	5
\$0.2 M - \$0.4 M	7.25-7.85 %	7.80-8.40 %	8.30-9.0 %	9.00-9.75 %	7.90-10.50 %	0.6	0.65	0.7	0.75	0.8
\$0.4 M - \$0.8 M	6.30-7.25 %	6.80-7.80 %	7.30-8.30 %	7.90-9.00 %	8.50-9.70 %	0.9	5 1	1	1.1	1.2
\$0.8 M - \$1.5 M	5.70-6.30 %	6.20-6.80 %	6.65-7.30 %	7.20-7.90 %	7.75-8.50 %	0.6	0.65	0.65	0.7	0.75
\$1.5 M - \$3.0 M	5.35-5.70 %	5.80-6.20 %	6.25-6.65 %	6.75-7.20 %	7.30-7.75 %	0.35	0.4	0.40.	45	0.45
\$3.0 M - \$6.0 M	5.10-5.35 %	5.60-5.80 %	6.00-6.25 %	6.50-6.75 %	7.00-7.30 %	0.25	0.25	0.25	0.25	0.3
\$6.0 M - \$12.0 M	4.90-5.10 %	5.35-5.60 %	5.80-6.00 %	6.25-6.50 %	6.75-7.00 %	0.2	0.2	0.20.	25	0.25
\$12.0 M - \$25.0 M	4.85-4.90 %	5.30-5.35 %	5.75-5.80 %	6.20-6.25 %	6.70-6.75 %	0.05	0.05	0.05	0.05	0.05
\$25.0 M - \$50.0 M	4.80-4.85 %	5.25-5.30 %	5.70-5.75 %	6.15-6.20 %	6.65-6.70 %	0.05	0.05	0.05	0.05	0.05

FIGURE 2 – RECOMMENDED FEE BANDS – WORKS TO EXISTING BUILDINGS

CONSTRUCTION COST BANDS	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	1	2	3	4	5
\$0.2 M - \$0.4 M	10.70-11.50	11.60-12.50	12.50-13.50	13.35-14.55	14.35-15.65	0.8	0.9	1	1.2	1.3
\$0.4 M - \$0.8 M	9.35-10.70 %	10.20-11.60	11.00-12.50	11.85-13.35	12.75-14.35	1.35	1.4	1.5	1.5	1.6
\$0.8 M - \$1.5 M	8.50-9.35 %	9.25-10.20 %	10.00-11.00	10.80-11.85	11.65-12.75	0.85	0.95	1	1.05	1.1
\$1.5 M - \$3.0 M	8.00-8.50 %	8.75-9.25 %	9.40-10.00 %	10.20-10.80	11.00-11.65	0.5	0.5	0.6	0.6	0.65
\$3.0 M - \$6.0 M	7.70-8.00 %	8.35-8.75 %	9.00-9.40 %	9.75-10.20 %	10.50-11.00	0.3	0.4	0.4	0.45	0.5
\$6.0 M - \$12.0 M	7.45-7.70 %	8.10-8.35 %	8.65-9.00 %	9.35-9.75 %	10.10-10.50	0.25	0.25	0.35	0.4	0.4
\$12.0 M - \$25.0 M	7.35-7.45 %	8.00-8.10 %	8.55-8.65 %	9.25-9.35 %	10.00-10.10	0.1	0.1	0.1	0.1	0.1
\$25.0 M - \$50.0 M	7.30-7.35 %	7.95-8.00 %	8.50-8.55 %	9.20-9.25 %	9.95-10.00 %	0.05	0.05	0.05	0.05	0.05

FIGURE 3 : CLASSIFICATION OF BUILDINGS

TYPE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
INDUSTRIAL	Storage Shed	Speculative Factories and Warehouses, Workshops, Transport Garages	Purpose Built Factories, Warehouses		
ARGRICULTUAL	Farms, Sheds and Stables	Animal Breeding Units			
COMMERCIAL	Speculative Shops, Single Storey Car Parks	Speculative Offices, Multi-storey Car Parks	Supermarkets, Banks, Purpose Built Offices	Department Stores, Shopping Centres, Food Processing Units, Breweries	High Risk Research and Production Buildings, Recording Studios
COMMUNITY		Communal Hall	Community Centres, Branch Libraries, Ambulance and Fire Stations, Bus Stations, Police Stations, Prisons, Postal, Broadcasting	Civic Centres, Churches and Crematoria, Concert Halls, Libraries, Museums, Art Galleries, Magistrates Courts	Theatres, Opera Houses and High Courts
RESIDENTIAL		Dormitory Hostels	Estate Housing, Sheltered Housing	Parsonages Manses, Hotel	Houses for Individuals
EDUCATION			Nurseries, Kindergartens and Primary Schools	School, University Complexes	University Laboratories
RECREATION			Sports Centres, Squash Courts, Swimming Pools		
MEDICAL SOCIAL SERVICES			Clinics, Homes for the Elderly	Health Centres, General Hospitals and Surgeries	Teaching Hospitals, Hospital Laboratories, Dental Surgeries