

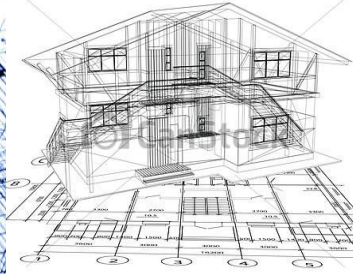
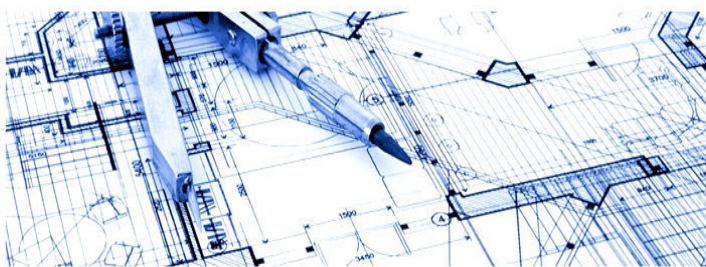


## **GHANA INSTITUTE OF ARCHITECTS**

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# **CONDITIONS of ENGAGEMENT & SCALE of PROFESSIONAL FEES**

(December, 1994 - 2nd EDITION)



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## **CONDITIONS OF ENGAGEMENT:**

### **INTRODUCTION:**

- 1.00**
- a. An architect is required to satisfy his client to the best of his ability, to reflect the charges that his client would be required to pay. It must be agreed in writing a thorough understanding of the services required of him by the client for a particular project.
  - b. For the mutual benefit of clients and architects, these conditions of engagement determine the minimum fees that members of the Ghana Institute of Architects may charge for their professional services.
  - c. The architect's charges may be by way of a percentage of the total cost of the works, by periodic charges based on the time expended by the architect in carrying out the work, or a predetermined lump sum charge.
  - d. The basis of charges agreed with the client should be recorded in an appropriate memorandum of Agreement or by way of an exchange of letters. Charges for any secondary consultants such as engineers and quantity surveyors which are separate should be incorporated in a schedule of services and charges.

### **DEFINITIONS AND MEANING OF TERMS:**

**2.00** The following definitions and meanings will apply for the purpose of this document.

- THE ARCHITECT: 2.01 The architect is the individual, or partnership, or corporate practice, or consortium engaged to provide services as hereinafter described and as agreed with the client.
- THE CLIENT: 2.02 The client is the Individual or organization directly engaging and paying the architect.
- SECONDARY CONSULTANTS: 2.03 Secondary consultants include geotechnical, civil, structural, mechanical, electrical, or fire services engineers, quantity surveyors, land surveyors, planners, land economists, Landscape, designers and other consultants who may be engaged to assist the architect by contributing specialist skills to a project.

### **ARCHITECT'S RESPONSIBILITY AND AUTHORITY :**

**3.00**

- SERVICE: 3.01
- a. Members of the Ghana Institute of Architects are governed by the Bye-laws and Code of Professional Conduct of the Institute which govern their relationship with the public and their Professional colleagues
  - b. An Architects works encompasses advice to his client, study of their needs, preparation, direction and coordination of design and supervision of work executed under a building contract.
- AUTHORITY: 3.02
- The client's authorises the architect to act as the Client's agents, in such matters as set out or Implied in the agreement and as set out or implied in the particular form of contract of contracts adopted for the project.
- SECONDARY CONSULTANTS: 3.03
- At the Architect's discretion, in agreement with the Client, allied consultants (e.g. Engineer, Quantity Surveyor, etc) shall be employed. The Architect shall be responsible for the direction, co-

		ordination of the consultants' work. Consultants shall be responsible for the detailed design and supervision of the work for which they have been engaged.
SPECIALIST SUBCONTRACTORS & SUPPLIERS:	3.04	The Architect may recommend the specialist sub-contractors and suppliers who should design and execute any part of the work.' He will be responsible for the direction and integration of their design and for the general supervision of their work.
STAGES OF SERVICE:	3.05	The architect shall not initiate or proceed with any stage of his duties without consent by the client. He shall not make any material deviation, alteration, addition to or, omission from the approved design without consent of the Client, except where changes in design are necessary for constructional reasons in which case the client shall be informed without delay.
PERIODIC SUPERVISION AND INSPECTION:	3.06	The Architect shall periodically supervise and inspect works as may be necessary to ensure that they are being executed in accordance with the contract. Constant supervision is not included in this normal duties.
CONSTANT SUPERVISION & INSPECTION:	3.07	For works requiring more' frequent or . constant supervision, a Clerk of Works and/or a Resident Architect shall be employed in agreement with the client. They shall be nominated or approved by the architect and shall be under his direction and control. The Clerk of Works and/or Resident Architect shall be employed bythe Architect who shall be reimbursed by the client from time t time.

#### **CLIENTS' RESPONSIBILITY:** 4.00

CLIENT'S INSTRUCTIONS:	4.01	The client shall provide the architect with instructions adequate to define the basic requirements, including programme and budget
BRIEF:	4.02	The client shall provide the architect with a detailed brief for the project (such as a schedule of accommodation). When no brief is provided, the architect shall advise the client accordingly Unless otherwise agreed, an additional charge shall be payable if the architect assists in the preparation of the brief.
PROVISION OF INFORMATION:	4.03	The client shall bear the cost of providing all legal and survey information and particulars concerning the site and/or adjoining sites, existing structures and features, sub-surface condition and the provision of any Legal or insurance advice recommended by the architect , necessary for the protection of the client's interest. The client shall reimburse the architect for any such work of additional works involved.
CLIENT'S REPRESENTATIVES:	4.04	A Client organisation shall nominate in writing a person with authority to issue instructions to the architect in respect of the project.
SECONDARY CONSULTANTS APPOINTED BY CLIENTS:	4.05	Where the client is considering the appointment of a secondary Consultant other than one nominated by the architect, the client shall confer with the architect before making any such appointment. Their terms of appointment shall include a condition giving the architect authority to instruct them and to co-ordinate their services
INSTRUCTIONS TO SECONDARY CONSULTANTS:	4.06	Any client's instructions to the secondary consultants shall be given only through the architect.
INSTRUCTIONS TO THE CONTRACTOR:	4.07	Where any contract is being administered by the architect, the architect shall give all instructions to the contractor. If the client wishes to make any alterations to the contract or give instructions to the contractor, this shall be done only through the architect.
TERMINATION OF	4.08	Any agreement between Client and architect may be terminated on

**SERVICE:** the expiration of reasonable notice given in writing, when the architect shall be entitled to remuneration in accordance with provision under partial service.

**REMUNERATION:**

- 5.00**
- a. It is the duty of a member to uphold and apply the scale of Professional charges. The Architect's remuneration shall, therefore, be in accordance with the following scale unless a higher charge is agreed with the client.
  - b. The scale does not include any remuneration for the work carried out by Quantity Surveyors, Civil, Structural, Mechanical, Electrical Engineers or for the work performed by any other consultant. Where such work other than that charged for in under clause 20.00 of this scale, is performed by the Architect's own professional staff, fees will be charged in accordance with the scale of fees of the appropriate recognized Professional Body.
  - c. Consultants may subject to clause 4.03 be appointed and paid by the Architect who shall be reimbursed by the client.
  - d. Where the services of more than one profession are provided by a single firm or consortium, fees shall be the same as if such services were provided independently. Any consolidated fees shall, therefore, be the sum of the appropriate fees for the individual professional services rendered

**COPYRIGHT:**

- 6.00** In accordance with the current Copyright Act, copyright in all drawings and in work executed from them will remain the property of the Architect, and the client shall not be entitled, either directly or indirectly, to make use of such drawings without prior approval of the Architect.

**INTERPRETATION:**

- 7.00** Any question arising out of the conditions of engagement and scale of Professional fees and charges may be referred to the Ghana Institute of Architects for interpretation.

**DISPUTES:**

- 8.00** Any difference or dispute may, by agreement between the parties, be referred to the Ghana Institute of Architects for an opinion.

**ARBITRATION:**

- 9.00** Where any difference and dispute and of the Conditions of Engagement and Scale of Professional Fees and Charges cannot be determined, it shall be referred to the Ghana Institute of Architects for Arbitration.



## **SCALE OF PROFESSIONAL FEES & CHARGES**

### **CALCULATION OF FEES & CHARGES:**

- 10.00** The Architect's fees and charges may fall into five main categories:
- a. Percentage Charges;
  - a. Time Charges;
  - b. Lump Sum Charges;
  - c. Additional and Special Services Charges;
  - d. Out-of-Pocket Expenses (Reimbursable);
- PERCENTAGE CHARGES: 10.01 Fees for work common to all building projects which are described in Clause 12.00 of the Scale: Such fees are a percentage of the total construction cost (TCC) of the work
- TIME CHARGES: 10.02 Fees maybe charges on time basis person/hour or month rates). Rates for such charges shall be as approved from time to time by the Ghana Institute of Architects
- LUMP SUM CHARGES: 10.03 A lump sum charge shall be an amount agreed between the client and the architect prior to the commencement of the work.
- The validity period of a lump sum charge must be agreed by both parties. If the client subsequently varies the programme or the scope of the project from that on which the lump sum was determined, the architect's charges shall be adjusted appropriately, provided that such a sum shall not be lower than that determined under Clause 10.01 and 10.02 above.
- CHARGES FOR ADDITIONAL AND SPECIAL SERVICES: 10.04 Fees for work which may be common to many building projects but may not arise in all or which is so variable that it could not be charged on a percentage basis. Such works as described in Clause. 19.00 as ADDITIONAL SERVICES, shall be charged on time basis.
- Fees for specialist work described in Clause 20.00 and referred to as SPECIAL SERVICES may be a percentage of the cost of the specialist works or charged on time basis.
- OUT-OF-POCKET EXPENSES (REIMBURSABLES): 10.05 The cost of all prints and other re productions of all drawings and documents, travelling and travelling time and hotel expenses and other reasonable disbursements which are specifically incurred in connection with the commission shall be reimbursed by the client.
- Unless specifically incorporated in a lump sum Charge, all expenses actually and properly incurred in connection with the commission shall be reimbursed as an additional charge. Reimbursable expenses are in addition to the charges payable for basic and specific services and include actual expenditure incurred by the architect including time involved in arranging the service. Expenses shall include but shall not be limited to the following:
- (a) TRAVELLING EXPENSES:
- These shall include all travel costs and expenses relating directly to the project as follows:
- Fares:  
By the means of transport selected by the architect.
- Expenses:  
Travel by private car at the rate per km recommended by

G.I.A. from time to time.

**Time Allowance:**

Time spent in travelling in connection with the project may be charged on time basis at full rates between 8a.m. and 6p.m. and at 1/3 full rate outside these hours.

**Per Diem Allowance:**

Actual costs of accommodation, meals and reasonable out of pocket expenses.

- (b) TELEPHONE AND POSTAL CHARGES: Toll calls, telex messages, telegrams, Fax systems cables, air freight and special courier services, postal charges for documents .
  
- (c) STATUTOTRY CHARGES:Fees paid by the architect on behalf of the client to authorities having jurisdiction over the project.
  
- (d) ADVERTISING: The cost of advertisements and published notices in connection with the project.
  
- (e) DOCUMENTS: The cost of all documents issued except those provided under the basic services.
  
- (f) PHOTOGRAPHIC SERVICES:The cost of photographic services authorised by the client.
  
- (g) SPECIAL MATERIAL DESCRIPTIVE:  
The cost of services related to the preparation of special presentation material as requested by the client.
  
- (h) BUILDING CONTRACT DOCUMENTS:  
The cost of G.I.A. or either General conditions of contract.
  
- (i) RENTAL OF EQUIPMENT:  
The rental of specialised equipment where required and agreed by the client.
  
- (j) SITE REPRESENTATION: The cost of all payments for site representation additional to the basic service including establishment and travelling costs as agreed with the client.
  
- (k) LEGAL OR OTHER PROFESSIONAL CHARGES:  
Any Legal or professional charges which the architect may be required to incur in connection with the project.

**CONSTRUCTION COSTS: 11.00**

ESTIMATED CONSTRUCTION COST: 11.01 THE ESTIMATED CONSTRUCTION COST will be that agreed provisional cost provided by the architect and/or quantity surveyor

prior to the award of the contract.

TOTAL  
CONSTRUCTION COST: 11.02 THE TOTAL CONSTRUCTION COST will be cost certified by the architect, of all works executed under the direction of the general contractor including the cost of site works and built-in furniture and equipment.

In addition to the cost of all works executed under the building contract the total construction cost shall be deemed to include the cost of any work designed by the Architect but excluded from the contract.

Where any material, labour or transport are supplied by a client, the cost shall be estimated by the Architect as if they were supplied by the contractor and included in the total construction cost.

Where the client is the builder, his estimated cost of the works as certified by an independent Quantity Surveyor may be used in calculating the total construction costs, provided always that the Architect's own estimate shall be used in the absence of such certified account. /

**THE SCOPE OF NORMAL SERVICE:**

12.00 The works as described below are required for any building project. The Architect may assume, unless specifically informed to the contrary, that normal service is required for the execution of any works he is commissioned to undertake..

INCEPTION: 12.01 For advising the client upon the services of an Architect and other consultants, obtaining an initial statement of requirements and outlining possible courses of action.

ARCHITECTURAL DESIGN: 12.02 For considering or developing the brief; advising on the need for and instructing any consultants. For preparing architectural designs which incorporate architect's interpretation of the client's requirements, and an approximate estimate of the construction cost.

PRODUCTION DRAWINGS 12.03 For preparing and completing in collaboration with arty consultants detailed working drawings incorporating the design work of the consultants and for providing information necessary for Bill of Quantities.

SUPERVISION 12.04 For obtaining and advising on tenders and for preparing and advising on the contract and the appointment of the contractor;

For briefing the Contractor, sub-contractors and, other site staff, arranging possession of the site and examining the contractor's programme;

For co-ordinating with other consultants;

For checking setting out and overseeing the, organisation of services connections;

For arranging and conducting and reporting on periodic site meetings;

For periodic supervision and preparation of progress reports and issuing of certificates;

For handing-over the building to the client and providing small scale drawings showing the main lines of drainage and other services as executed and giving initial guidance on maintenance

APPROVALS: 12.05 (a) The normal service covers the duty of making and negotiating applications for Town Planning consents and building Bye-Laws, Building Act and Building regulation approvals. Work in connection with these applications will not necessarily be covered

by any stage or stages of partial service.

- (b) Additional negotiations arising from such applications, and all work in connection with other application constitute additional services and shall be charged on time" basis

**MODE & TIME OF PAYMENT:**

- 13.00** (a) On completion of each stage of the normal service the appropriate estimated fees shall be paid.
- (b) Fees and charges in respect of production drawings and contract documents 'will be paid 'by instalment proportionate ,to the drawings and documents completed' up to pre-contract stage.
- (c) Fees for supervision will be paid by instalment proportionate to the value of work certified from time to time. on the issue of the final certificate, the final instalment of all fees and other charges must be paid.
- (d) Fees shall be reconciliated at the end of both pre-and post-contract stages.

**SCALE OF PROFESSIONAL CHARGES:**

**14.00**

- NORMAL SERVICES: 14.01 The minimum fee for normal service is eight percent (8%) for new works and eleven percent (11 %) for works to existing buildings. The normal service is divided into stages which mark the progress of the Architect's work. On completion of each stage, an instalment of the fee is payable.
- COMMITMENT FEE: 14.02 In all cases, a negotiated commitment fee shall be chargeable prior to the commencement of design drawings. This shall be treated as payment on account and the amount shall be mutually agreed between the architect and the client.

**14.03 SCALE OF FEES:**

The stages and corresponding fee payment arc as follows:

Stage of Normal Service		Percentage Charges (%)		Time Charges		Lump Sum Charges	
		New Works	Works to Existing Buildings	New Works	Works to Existing Buildings	New Works	Works to Existing Buildings
Pre-Contract	.Inception	No fee	No fee	No fee	No fee	No fee	No fee
	Architectural designs	1.00	1.25	As per GIA Approved rates		Negotiable	
	Production Drawings	3.00	5.75	ditto	ditto	ditto	ditto
Post-Contract	Supervision	4.00	4.00	ditto	ditto	ditto	ditto
<b>Total Fees Due</b>		<b>8.00</b>	<b>11.00</b>				

**CONSULTANCY &**

**15.00** For acting as consultant architect, fees shall be on time basis. Where an architect is

**RETAINERSHIP:**

retained to provide consultancy or other services on a regular or intermittent basis, annual retention fees may be charged in agreement with the client.

**ESTIMATE OF PROFESSIONAL FEES:**

**16.00** For acting as consultant architect, fees shall be on time basis. Where an architect is retained to provide consultancy or other services on a regular or intermittent basis, annual retention fees may be charged in agreement with the client.

**NORMAL SERVICE: 16.01** An architect may provide estimate for cost of professional services by quoting appropriate percentage fees on any constructional cost limits supplied by the client or, by estimating time charged on work for which percentage fees are not applicable. Such estimates shall be subject to revision in accordance with the actual construction costs of works for which scale fees are quoted, or the time actually spent on the job.

**PARTIAL SERVICE: 16.02** Where for any reason the Architect provides only part of the normal service, he shall be entitled to commensurate remuneration as follows in addition to out-of-pocket expenses:-

- (a) Where the Architect completes the work described in any stage up to and including the Production Drawing Stage, he shall be entitled to the appropriate fees;
- (b) Where the Architect is commissioned to undertake only the Supervision Stage in whole or in part, fees shall be on a time basis or as agreed with the client;
- (c) All percentage fees for partial services shall be based on Architect's current estimate of the total construction cost of the work. Such estimates may be based on an accepted tender or, on the lowest of unaccepted tenders provided that in no case should the architect's percentage fees be based on an estimated total construction cost which exceeds the, most recent cost limits agreed with the client partial service is provided in respect of works for which the executed cost is not known and no tender has been accepted;
- (d) Where the Architect's work is determined through no fault of his, a severance pay of 20% of the anticipated Architectural Fees for the stage of work completed will be paid for loss of commission to the Original architect.

**ABANDONED WORKS 16.03** (a) Where the construction of works is cancelled or postponed for a period exceeding twelve months, or the Architect is instructed to stop work indefinitely at any time, they shall be deemed to be abandoned, and fees for partial service will be due.

(b) If, however, instructions necessary for the Architect to continue work are not received from the client, the works may be deemed to have been abandoned after six months have elapsed from the time such instructions were requested.

(c) Where works are abandoned or any part of them is omitted at any time before completion, fees for partial service in respect of the whole or part of the works shall be charged for all work done with due authority,

**RESUMED WORKS: 16.04** (a) If works which have been abandoned are resumed without substantial alteration within twelve months, any fees paid shall rank solely as payment on account towards the total fee payable on the execution of such works.

(b) Where works which have been abandoned are resumed after twelve months,

any fees paid shall be regarded as final payment for the services originally rendered. The resumed works shall be deemed as new commission for which the appropriate payment shall be due.

(c) All additional work arising out of resumed works shall be charged separately.

**VARIATION OF FEES 17.00  
(NEWWORKS):**

NORMAL SERVICE: 17.01 This part describes variations in fees for the normal service as described in Clause 14.00.

The percentages shown in Clause 14.00 will apply only to works costing ₵5,000,000,000 or more. For works costing less, the following sliding scale shall apply.

**PRE-CONTRACT SERVICES**

Total Construction Cost	%Fee
Up to ₵20,000,000.00	7.0
₵21,000,000.00 - 50,000,000.00	6.5
₵51,000,000.00 - 100,000,000.00	6.0
₵101,000,000.00 - 500,000,000.00	5.5
₵500,000,000.00 plus	4.0

PS: The above rates shall be subject to periodic review by the Ghana Institute of Architects.

POST CONTRACT SERVICES in all above cases is ..... 4%

PARTIAL SERVICE: 17.02 Where partial service is performed in respect of works costing less than ₵500,000,000.00 the following percentages shall apply, provided that the maximum fee assessed at any percentage shall be greater than the maximum fee due under the percentage next below:

Stage of Service Completed	Percentage fee chargeable on Total Construction Cost			
	Up to ₵20m	₵21m to ₵50m	₵51m to ₵100m	₵101m to ₵500m
Architectural Design Only	1.33	1.25	1.17	1.08
Production Drawings only	4.00	3.75	3.50	3.25
Supervision Only	4.00	3.50	3.00	3.00

WORKS TO EXISTING BUILDINGS: 17.03 A higher percentage is chargeable for works to existing buildings as scheduled in Clause 14.00 of the Scale, but for works costing less than ₵500,000,000.00 the following sliding scale shall apply:

## PRE-CONTRACT SERVICES

Total Construction Cost	%Fee
Up to €20,000,000.00	8.5
€21,000,000.00 - 50,000,000.00	8.0
€51,000,000.00 - 100,000,000.00	7.0
€101,000,000.00 -500,000,000.00	6.0
€500,000,000.00 plus	5.0

## POST CONTRACT SERVICES

In all cases of above 4% shall apply

**REPETITIVE WORKS  
AND REPEATED BUILDING:**

**18.00** Repetitive works may consist of floors or bays repeated within a single building, or buildings repeated on the same site. Where such floors, bays, or buildings are repeated under a single build! g contract, and such repetition enable sets of drawings and specifications to be re-used without alteration or with only minor modification, fees shall be as follows:

- a) Where houses/flats are in all respects identical repeats of one design for which type drawings and specifications can be re-used without modification, fees for work described in the Production Drawing Stage shall be waived for each repeated house other than the first five.
- b) Two-thirds of the fees for work described in the Production Drawing stage only shall be waived for each repeated house other than the first five, for which type drawings and specifications can be re-used with only minor modifications.
- c) Where a multi-storey building contains a number of repeated floors or a single storey building consists of a number of repeated bays which are each not less than 500 square metres in area and are in all respects repetitions of a single design for which type drawings and specifications can be re-used without modification, fees for services described in the Production Drawing Stage shall be waived for each repeated floor or bay, other than the first ten floors or five bays.
- d) Two-thirds of the fees for work described in the Production Drawing stage only may be waived for each repeated floor or bay other than the first ten floors or five bays for which type drawings and specifications can be re-used with only minor modifications provided that all the conditions in the above paragraph are fulfilled.
- e) Screen walls, out-buildings and garages shall be excluded from the construction costs of works on which fees are waived unless they are included in the type drawings and specifications.
- f) The fees for work in Architectural Design and Supervision stages shall not in any circumstances be reduced for repetitive works or repeated building.

**ADDITIONAL SERVICES:**

**19.00**

This section covers services which although common to many building projects do not necessarily arise in all. or which are so

variable that they could not reasonably be charged on a percentage basis.

The Architect's charges for the services described will be based on time spent on the work by the Architect and his staff.

- SITES AND BUILDINGS: 19.01
- a) For advising on the selection and suitability of sites, conducting negotiation concerning sites or buildings, making surveys, measurements and plans of the sites, and buildings or existing buildings.
  - b) For carrying out inspections, preparing reports or giving general advice on the condition of premises.
  - c) For preparing schedules of dilapidations and negotiating on them on behalf of landlords or tenants; for taking particulars on site, preparing specifications or repairs and supervising their execution.
  - d) 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
- FEASIBILITY STUDIES: 19.02
- For undertaking a preliminary technical appraisal of a project sufficient to enable the client to decide whether and In what form to proceed, and making Town Planning enquiries or applications for outline Town Planning approval. Such an appraisal may include an approximation of the cost of meeting the client's requirements, a statement upon the need for consultants, an outline timetable and a suggested contract procedure.
- DEVELOPMENT PLANS: 19.03
- For preparing development plans which will be carried out over a number of years for any large building or complex of buildings. Fees for preparing development plans shall always be additional to percentage fees for normal services.
- LAYOUTS, ROADS AND SEWERS: 19.04
- a) Where the Architect is employed to prepare a layout only, or is employed to prepare a layout for a greater area than that which is to be developed immediately .
  - b) Where the Architect is employed to provide normal service for roads and sewers, fees shall be in accordance with the Scale of Charges for General Civil Engineering works of the Association of Consulting Engineers.
- DEVELOPMENT STUDIES: 19.05
- a) Where a Client's initial statement of requirements in Inception Stage requires special services such as operational research including works study before consideration of the brief and development of outline proposals as described in Stage Plan can begin.
  - b) Where the development of a scheme design in the Production Drawing Stage involves special constructional research, including the design, construction, or testing of proto-type buildings or models.
  - c) Payment for the design of mass-produced building components may be by royalty, or b time charges and sale of copyright. Fees for development work in connection with the design of prototypes should be on time basis, but may be an advance on royalties.
- SPECIAL DRAWINGS: 19.06
- For preparing any drawings specially, for the use of the Client, for bye-law and building regulation approvals, or for negotiating with



ground landlords, adjoining owners, public authorities, licensing authorities, mortgages and others.

- NEGOTIATIONS: 19.07 a) For special negotiations arising from applications for Town Planning, Building Bye-law, or Building Regulation approvals.
- b) For providing information and/or making all applications other than those detailed in Clause 12.05 including applications for licenses, negotiations in connection with Party walls, Rights of Light and other easement, reservations or restrictions, and grant aid.
- c) For submissions to the Ministry of Arts and Culture.

CHANGES IN INSTRUCTIONS: 19.08 For extra work at any time owing to changes in an approved design beyond the control of the Architect, resulting from changes in the Client's instructions or any other cause. Clients are particularly reminded of the considerable extra charges which may be incurred as follows:

- a) For amending detailed design drawings already prepared 'or for preparing new drawings because of alterations in the brief after the approval of a scheme design.
- b) For amending production information already prepared or for preparing additional information because of changes in location, size or shape after the approval of a detailed design.

DELAYS IN BUILDING: 19.09 For additional work arising from extension of the original contract period beyond the control of the Architect.

### **SPECIAL SERVICES:**

20.00 The services described in this Section do not form part of the work described in Clause 12.00 and are subject to additional fees.

TOWN PLANNING: 20.01 Fees for Town Planning work shall be in accordance with the Professional Charges of the Town Planning Institute, subject to the following provisions:-

- a) All layouts shall be charged on time basis.
- b) All time charges shall be in accordance with Clause 10.02 except that minimum day rates for Principals' time shall be as scheduled in the Town Planning Institute's Scale.

GARDEN & LANDSCAPE DESIGN: 20.02 The cost of all site works designed under the direction of the Architect under the same or separate building, civil engineering or landscape contract, shall be included in construction cost of the walks, and the Architect shall be entitled to the appropriate percentage fees for normal or partial service, except that:

- a) Fees for the normal service for roads and sewers shall be in accordance with the Scale of Charges for General Civil Engineering Works of the Association of Consulting Engineers.
- b) The fees for special design of garden furniture and ornaments shall be as for the design of furniture in Clause 20.03
- c) Specialist advice on the selection of plants and materials, visit to nurseries, etc. and all other additional services shall be charged on a time basis,

INTERIOR DESIGN: 20.03 Where special services are required in respect of interior design work in a new or existing building, such work being distinct from normal alterations to an existing building all excluding all external works and any major structural alterations, and the Architect is only employed on this work, or it is executed under a special sub-contract or a contract separate from that for other works on which

the Architect may be employed, fees are as follows:-

- a) For the normal service described in Clause 12.00 with the addition of special sketch studies, detailed advice on the selection of all furniture, fittings and soft furnishings the percentage fee for each Stage of the normal service shall be double that for new works.
  - b) The Architect shall separate the construction costs of interior design work on which such special fees are calculated from the total construction cost on which he is receiving a fee for the normal service
  - c) Neither total construction costs nor the fee for the normal service shall be abated where other designers are employed on interior design work executed under the direction of the Architect.
- SHOP FITTING & EXHIBITION WORK: 20.04
- a) For shop fitting and exhibition design including both the remodelling 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 the shop-fitting design only or the work forms part of a general building contract, the percentage fee for each stage of the normal service will be double that for new works.
  - b) Where shop fitting drawings are provided by specialist sub-contractors, the fee shall be as for the normal service described in Clause 14.00.
- FURNITURE AND FITTINGS: 20.05
- a) For advising on the selection and suitability of loose furniture fittings and soft furnishings and. supervision of their installation including the making up of soft furnishing, fees shall be on time basis.
  - b) For the design of special items of furniture for limited production only, the percentage fee shall be 15% of the total production cost. Alternatively, fees may be on time basis.
  - c) 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 prototypes should be on time basis, but may be an advance on royalties
- WORKS OF ART: 20.06
- For advising on the commissioning of special works of art, the selection of paintings and sculpture, etc. and for supervising their installation, fees shall be on time basis.
- QUANTITY SURVEYING, VALUING&SURVEYING: 20.07
- Fees for preparing Bills of Quantities, valuing work executed, valuation 'of properties and surveying work other than covered in other sections of this scale, shall be in accordance with Professional Charges of the Institution of Chartered Surveyors.
- LITIGATION AND ARBITRATION: 20.08
- For qualifying to give evidence, settling proofs, conferences with Solicitors and Counsel, attendance in Court or at Arbitrations or Town Planning inquiries or before other tribunal, for service in connection with litigation and for arbitration, fees shall be on time basis.