

A GUIDE TO

Determining Appropriate Fees for the Services of an Architect



RAIC | IRAC

Royal Architectural Institute of Canada
Institut royal d'architecture du Canada



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Copy editor: Kristen Gagnon, MRAIC

Translator: France Jodoin, C. Tr.

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RAIC Practice Support Committee Members (2016, 2017, and 2018)

John Peterson, FRAIC, Chairperson
Rod Kirkwood, FRAIC, former Chairperson
James Anderson, MRAIC
Douglas Clancy, FRAIC
Lawrence Dressel, FRAIC
Ted DuArte, MRAIC
Pierre Gallant, FIRAC
François Hogue, FIRAC
Eric (Rick) MacEwen, FRAIC
Brian Oakley, FRAIC
Justin Saly, MRAIC
Joseph Zareski, MRAIC

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Donald Ardiel, MRAIC, Editor

COVER IMAGE

MICHAL AND RENATA HORNSTEIN PAVILION FOR PEACE
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Preface

This guide has been developed by the Royal Architectural Institute of Canada (RAIC) to assist Architects and their clients in determining a fair exchange for the value of architectural services.

Throughout the second half of the 20th Century, expectations and roles within the design and construction industry were consistent and clearly understood. Architects' services for any building project were largely 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 the services of an architect for a specific type of building. 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. Professional architectural service firms in Canada are bound to operate under laws, regulations, and standards governing human resources management, professional regulatory frameworks, building construction market conditions, and evolving digital technologies, among others. It is necessary to examine every 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 a fair exchange for value based on the unique aspects of each project. Some of the reasons for this include:

- Widely differing requirements of 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 times;
- Numerous additional specialists to consult and coordinate;
- Additional or reduced levels of services depending on the project-specific context and its method of delivery;
- Wide variations in construction costs;
- New project design and documentation processes and requirements such as Building Information Modeling (BIM), Integrated Project Delivery (IPD), or Integrated Design Process (IDP);
- Requirements for third-party certification (such as LEED®, Green Globes®, or WELL Building Standard®);
- New demands for rapid construction and compressed schedules;
- Greater overhead costs because 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.

The primary purpose of this document is to guide a fair exchange of value in establishing appropriate fees for architectural services. 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 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.

The architect, as a member of a self-regulated profession, is ultimately responsible for the quality of architectural services. The architect is required to satisfy their contractual and professional obligations to the client and their regulatory obligation to protect the public interest.

Questions or suggestions regarding an architect's fees are welcomed and should be directed to:

The Royal Architectural Institute of Canada

55 Murray Street, Suite 330
Ottawa, Ontario, K1N 5M3
Canada

Telephone: 613-241-3600

Email: info@raic.org

Web: www.raic.org

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<https://www.raic.org/raic/online-store>



The Value of the Architect

(Architecture matters)

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. Architects design for construction that is durable and energy-efficient. Architects work to enhance the look and visual impact of the project to provide a positive experience and increased market value to clients and users.

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.

Design services are usually around 10% of the total of all design and construction costs. Therefore, the architect’s fees can be as low as 0.01% of the life cycle costs for design, constructing, and operating a facility. Through good design, the savings can be many fold over the design fees charged in the lifecycle of a building. Building design services are an inappropriate place to cut costs.

Clients and architects need to discuss the value of architectural services and how an architect’s ideas 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 to the right illustrates that the architect’s fees are 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 ownership of any building.

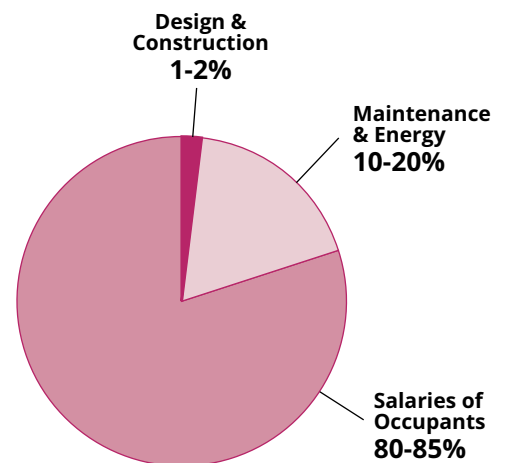


FIGURE 1 Cost of Design and Construction as a Percentage of Total Asset Life Cycle Costs

FROM TOP TO BOTTOM

TWO HULLS HOUSE

MacKay-Lyons Sweetapple Architects
Photo: Greg Richardson

FORT McMURRAY INTERNATIONAL AIRPORT

office of mcfarlane biggar architects + designers inc. (omb) *Project commenced as predecessor firm mcfarlane green biggar Architecture + Design Inc.*
Photo: Ema Peter

AUDAIN ART MUSEUM

Patkau Architects
Photo: James Dow

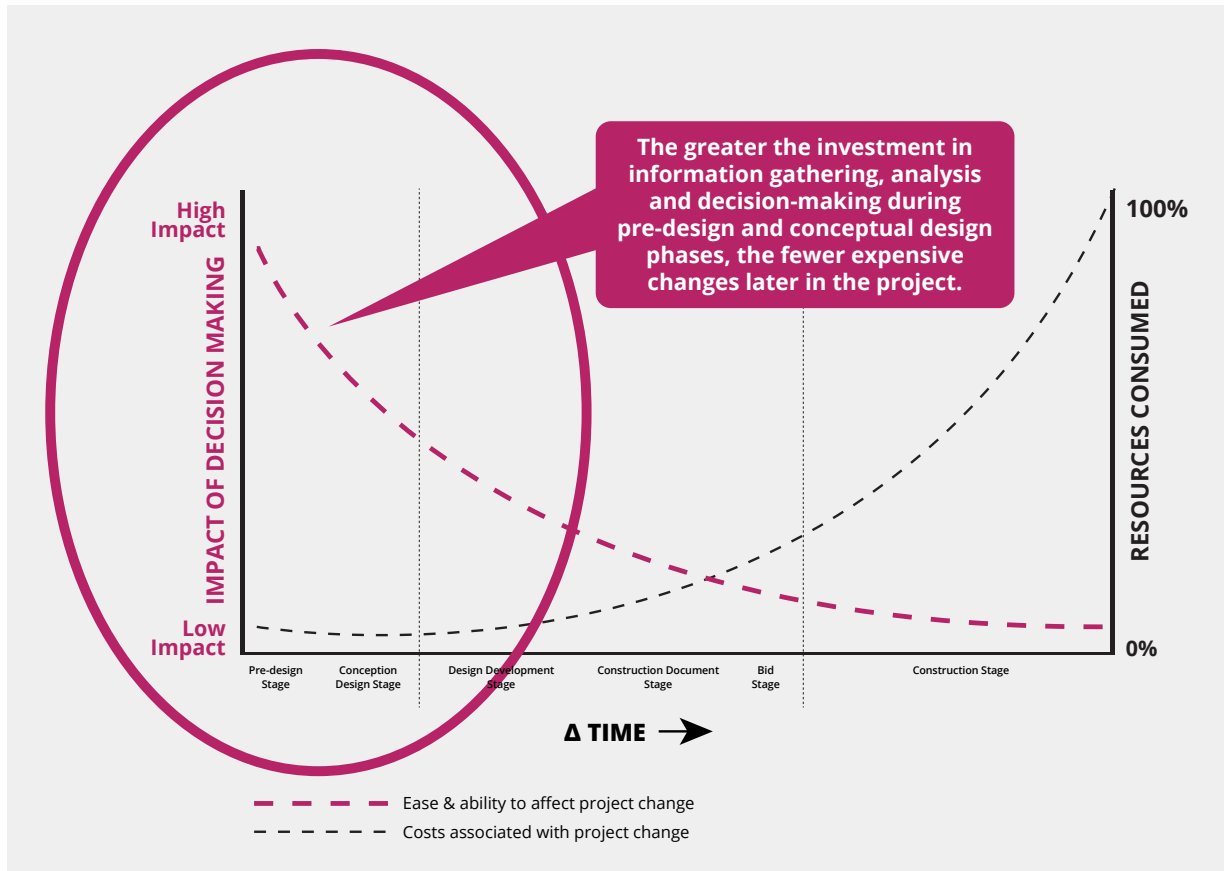


FIGURE 2 MacLeamy Curve: Influence of Early Effective Decision-making on Project Outcomes

Strategic thinking that is informed, integrated, and builds on intelligent pre-design and design decision-making will have a positive impact on project quality, cost, and schedule. Clients that invest in integrated early design will realize increased value by significantly reducing the risk of project shortfalls. The MacLeamy Curve¹ in Figure 2 illustrates that early design-based decision-making can lever resources to achieve successful project outcomes and operational efficiency. Reducing project costs by reducing the resources available for an effective design acts to work against the client’s and user’s best interests.

¹ Although a number of researchers and practitioners have developed graphs that illustrate the impact of decision-making in the project life cycle on project resources, the configuration featured here is credited to architect Patrick MacLeamy.

1 | Architect's Compensation

1.1 | Methods of Compensation

There are several different methods of compensation for an architect's services. The common methods of compensation include:

- Fixed Fee
- Time basis
- Percentage-based Fee

Very often the project and client are best served by a combination of these 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 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 services, such as the preparation of an architectural rendering or marketing materials, could be provided at a fixed price. Additional services for the same project could, in turn, be compensated on a per diem rate or percentage of the construction cost.

1.1.1 | Fixed Fee

A 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, 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 fixed fee must be adjusted.

1.1.2 | Time Basis

Time basis fees are fees that 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 are preliminary in nature, and often short in duration.

Time-basis fees are typically used for the following:

- Services that are not well defined;
- Pre-design services;
- Representations and transactions with Authorities Having Jurisdiction;
- 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;
- Specialist expertise or services;
- Program validation;
- Bridging the role of an architect prior to retaining a prime architect.

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 (in some cases 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 that is a multiplier of “Direct Salary Expenses” and another that 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. Additionally, the client and architect should agree upon a time period (e.g. annually) for review and adjustment of the hourly rates in order to adjust for inflation and other factors.

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, the type of construction contract, and fee adjustments described in Section 1.2.

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. It is also possible to calculate a percentage-based fee including the basic engineering services for structural, mechanical, and electrical engineering. This document includes charts which illustrate both methods.

Percentage-based fees are based on sliding scales considering 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 that 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 simple and average projects, the following breakdown is typical:

Phase	Percentage of Total Fee
Schematic Design	12.5%
Design Development	12.5%
Construction Documents	50%
Bidding and Negotiation	2.5%
Construction (Contract Administration)	22.5%

TABLE 1 Typical Breakdown of Fees Over Design Project Phases

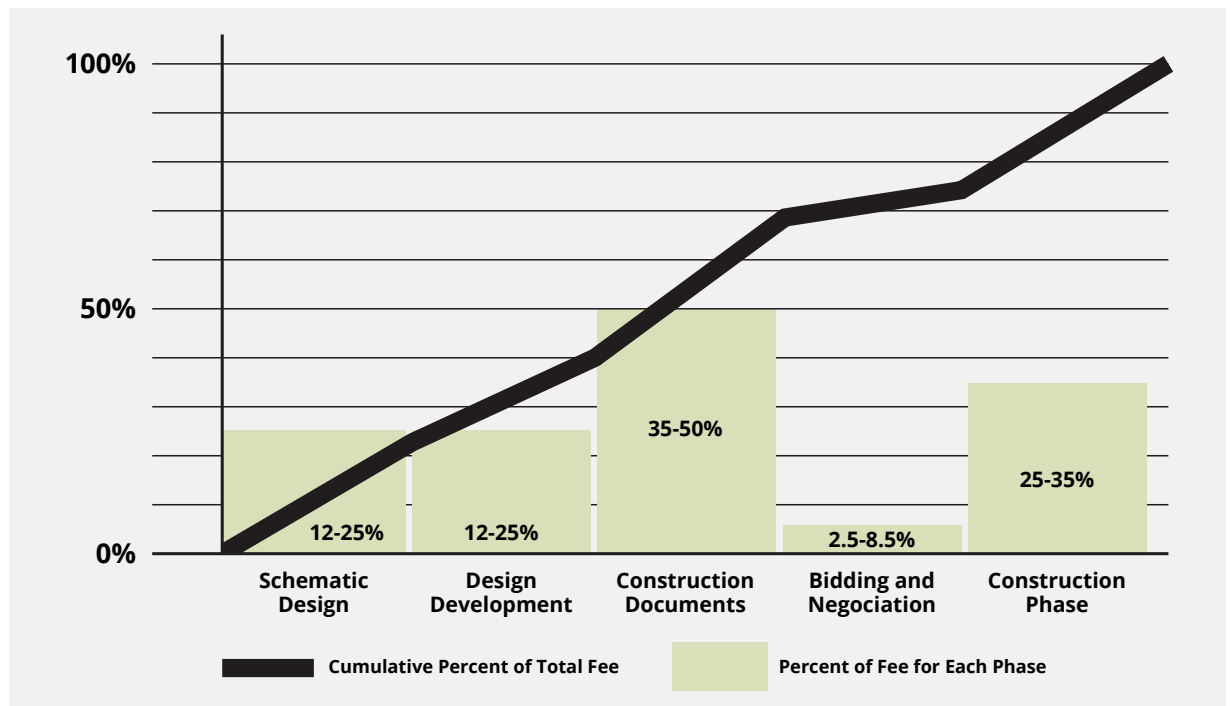


FIGURE 3 Typical Allocation of Fees for a "Traditional" Architectural Project

Complex projects, such as extensive renovations or heritage conservation, may require addition resources during the construction documentation and construction (contract administration) phases, thus changing the balance of fees across the phases.

1.1.3.1 | Percentage-based Fee for Projects Using Building Information Modeling (BIM)

Emerging forms of project design and documentation, such as Building Information Modeling (BIM), require more documentation and design in the early phases. The table below reflects a range of fee breakdowns for projects with intense early phases. For specific projects, it may be appropriate to vary these percentages, subject to agreement with the client.

Phase	Percentage of Total Fee
Schematic Design	20-25%
Design Development	20-25%
Construction Documents	35-25%
Bidding and Negotiation	2.5%
Construction (Contract Administration)	22.5%

TABLE 2 Range of Fee Breakdowns for Projects with Intensive Early Phases Including Building Information Modeling

1.1.3.2 | Construction Costs

It is important for the client to have a full understanding of the definition of construction costs. This is the basis for calculating the fee using a percentage that has been negotiated.

The definition states:

"The Construction Cost is the total cost of the Work to the Client to construct all elements of the project designed or specified by, or on behalf of, as a result of coordination by, the Architect, consisting of the Construction Contract price, cost of changes to the Work during construction, construction management fees or other fees for the coordination or procurement of construction services, and all applicable taxes, except Value-Added Taxes, which shall be excluded. Construction Cost excludes the compensation of the Architect and Consultants, land cost, land development charges and other professional fees."

Canadian Standard Form of Contract for Architectural Services – Document Six,
Royal Architectural Institute of Canada, Ottawa, 2018.

(Referred to as 'RAIC Document Six' throughout the document)

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 is usually adjusted again during the construction phase based upon mutually agreed upon amounts at the beginning of each phase.

The basis for calculating the percentage fee should typically be as follows:

- Before a construction cost estimate is available, the fee is based on the construction budget at the time of the invoice;
- After a construction cost estimate is available, the fee is based on the current construction cost estimate at the time of the invoice;
- After the construction contract is entered into, the fee is based on the current construction cost at the time of the invoice.

Phase	Amount
Schematic Design	Construction budget
Design Development	Construction cost estimate
Construction Documents	Updated construction cost estimate
Bidding and Negotiation	Updated construction cost estimate
Construction (Contract Administration)	Actual construction cost

TABLE 3 Construction Cost Estimation by Project Phase

Refer to “Appendix C – Typical Invoice Using Percentage-based Fee” for sample calculations when determining the eventual fee.

1.1.3.3 | Percentage Fees and Basic Architectural Services

Basic architectural services are listed in Table 3 and described in detail in “Appendix E – Basic Services of an Architect”. The recommended percentage-based fees listed in Tables 4 and 5 are based on basic architectural services.

Basic architectural services usually mean a five-phased approach for the design and construction of a building (refer to Table 3). This service will usually result in the production of the “instruments of service”² needed to obtain the required permits for construction, and will provide general/field review services to confirm that the building as constructed is consistent with the design.

The phases described in the following chart list the basic services for each phase. Note that “Pre-design” and “Post-construction” services are additional services and are therefore not included in the chart. Neither are “Pre-design” or “Post-construction” services included in the percentage fee listed in the chart.

Basic Architectural Services				
Project Assessment	Concept Approval	Approvals from Authorities		Awards of Construction Contract
1	2	3	4	5
Schematic Design	Design Development	Construction Documents	Bidding or Negotiation	Construction Phase – Contract Administration
<p>ARCHITECT'S SERVICES</p> <ul style="list-style-type: none"> • Client-supplied Data Coordination • Program and Budget Evaluation • Review of Alternative Design Approaches • Architectural Schematic Design • Schematic Design Drawings and Documents • Statement of Probable Construction Costs 	<p>ARCHITECT'S SERVICES</p> <ul style="list-style-type: none"> • Client-supplied Data Coordination • Design Coordination • Architectural Design Development • Design Development Drawings and Documents • Statement of Probable Construction Costs • Client Consultation • Agency Consultation 	<p>ARCHITECT'S SERVICES</p> <ul style="list-style-type: none"> • Client-supplied Data Coordination • Project Coordination • Architectural Construction Documents (Working Drawings, Form of Construction Contract and Specifications) • Document Checking and Coordination • Statement of Probable Construction Costs • Client Consultation • Interior Construction Documents • Consult authorities 	<p>ARCHITECT'S SERVICES</p> <ul style="list-style-type: none"> • Client-supplied Data Coordination • Project Coordination • Issue Bidding Documents • Issue Addenda • Bid Evaluation • Construction Contract • Client Consultation • Separate Bids or Negotiated Bids • Services Related to Bidders' Proposals • Consult Authorities 	<p>ARCHITECT'S SERVICES</p> <ul style="list-style-type: none"> • Contract Administration and General/Field Review • Progress Reports/Evaluation • Process Certificates for Payment • Interpretation of Contract Documents • Review of Shop Drawing • Product Data/Sample • Change Orders • Substantial Performance Report and Certification • Client Consultation • Interior Construction Review • Record Drawings

TABLE 4 Basic Architectural Services

² Instruments of Service are representations, in any medium of expression, of the tangible and intangible creative work that forms part of the services or additional services. The architect and the consultants engaged by the architect shall retain all common law, statutory, and other reserved rights, including copyrights, to the Instruments of Service. The Instruments of Service shall be used only by the client for the intended purposes of the project at the place of the work and shall not be offered for sale or transfer to third parties without the architect's written consent.

1.1.4 | Range of Percentage Fees for Services

1.1.4.1 | Range of Percentage Fees for Architectural Services Only Without Engineering Fees for "Average" Projects

The percentage-based fees listed in Tables 5 and 6 below are based on basic architectural services listed in Table 4 and described in detail in "Appendix E – Basic Services of an Architect". The percentage fees are for projects of an average level of complexity (See notes in 1.1.4.3 below).

Base Percentage Fee by Building Category (in millions) – New Construction WITHOUT Basic Engineering Fees								
CONSTRUCTION COST	<\$500,000	\$500,000 to <\$1M	\$1M to <\$2M	\$2M to <\$5M	\$5M to <\$10M	\$10M to <\$25M	\$25M to <\$50M	<\$50 million
BUILDING CATEGORY								
1	7.14	6.12	5.07	4.78	4.57	4.46	4.18	Fees for projects with a construction value above \$50m to be negotiated
2	8.24	7.26	6.70	5.93	5.70	5.41	5.15	
3	8.72	7.93	6.96	6.28	5.99	5.78	5.49	
4	9.45	8.40	7.49	6.93	6.70	6.83	6.09	
5	10.24	9.19	8.14	7.67	7.40	7.04	6.72	
6	10.76	9.45	8.40	7.75	7.28	6.96	6.65	
7	14.18	14.96	13.91	13.26	12.74	12.21	11.69	

TABLE 5 Average Fees for Basic Architectural Services Only

1.1.4.2 | Range of Percentage Fees with Architectural and Basic Engineering Fees for "Average" Projects

Base Percentage Fee by Building Category (in millions) – New Construction WITH Basic Engineering (structural, mechanical, and electrical ONLY)								
CONSTRUCTION COST	<\$500,000	\$500,000 to <\$1M	\$1M to <\$2M	\$2M to <\$5M	\$5M to <\$10M	\$10M to <\$25M	\$25M to <\$50M	<\$50 million
BUILDING CATEGORY								
1	9.22	8.17	7.85	7.76	7.55	7.34	7.13	Fees for projects with a construction value above \$50m to be negotiated
2	10.26	9.39	8.91	8.80	8.60	8.38	8.17	
3	11.32	10.26	9.96	9.85	9.64	9.43	9.22	
4	12.36	11.32	11.00	10.89	10.68	10.47	10.26	
5	13.41	12.36	12.05	11.95	11.74	11.53	11.32	
6	14.45	13.41	13.09	13.00	12.78	12.57	12.36	
7	18.48	17.60	17.28	17.00	16.14	15.46	14.95	

TABLE 6 Average Fees for Basic Architectural and Engineering Services

1.1.4.3 | Notes for Fees Tables in 1.1.4.1 and 1.1.4.2

For simple projects, apply a factor of 85% to the average fee.

For complex projects, apply a factor of 115% to the average fee.

“Simple” means utilitarian in character without complication of design, a minimum of finishes, and coordination of basic structural, mechanical, and electrical systems.

“Average” means conventional in character requiring coordination of the structural, mechanical, and electrical systems.

“Complex” means exceptional character and complexity of design requiring more advanced systems and coordination of complex structural, mechanical, and electrical systems. Complex projects require increased integration of the work of multiple other disciplines, such as information and communications infrastructure, security, high-performance regenerative, and power generating/conservation systems.

Fees must be adjusted based on fee adjustment factors listed in Section 1.2

Additional services may be required for simple, average, or complex projects where the architect is responsible for developing and managing extensive submissions to Authorities Having Jurisdiction beyond the initial submission. These may include repeated submissions and appearances before committees of adjustment, site plan review panels, or multiple levels of government. The management of stakeholder engagement, heritage preservation, and extra-jurisdictional approvals and/or certifications may also require work in addition to basic architectural 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 that have a repetitive element. Unit fee determinations are frequently arbitrary and do not relate to the nature and scope of architectural services.



1.1.6 | Inflation Factor

The calculation of percentage-based fees, and the method of adjusting fees described in Table 3, accommodates potential changes in the value of money over the life of the projects. Some project may extend over a protracted period and specific mention of fee adjustment factors based on inflation may be required.

FROM TOP TO BOTTOM

COMPLEXE SPORTIF SAINT-LAURENT
SAUCIER+PERROTTE /
HCMA Architecture + Design
Photo: Olivier Blouin

FORT YORK VISITOR CENTRE
Patkau Architects Inc. /
Kearns Mancini Architects Inc.
Photo: Tom Arban Photography

1.2 | Fee Adjustment Factors / Variables Affecting the Architect's Fee

As indicated in the Preface, the design and construction industry has become increasingly complex and each project may be subject to unique factors that must be considered when determining an appropriate fee.

Fee adjustment factors are listed below. This list is not exhaustive and certain clients or architects may have other factors that affect the cost of professional services for the building project. Fees may be adjusted for:

- Fixed Fee
- Time basis
- Percentage-based Fee
- Enhanced Scope of Services
 - Pre-design Services
 - Additional Services
- Project Delivery Method and Construction Procurement
 - Sequential Tendering
 - Design-Bid-Build
 - Design-Build
 - Construction Management
 - Public Private Partnerships (P3)
 - Other
 - Integrated Project Delivery
 - Lean Construction
- Fast-track Projects
- Project Documentation and Computer Modeling
- Specialist Consultants
- Enhanced or Extensive Submissions to Authorities Having Jurisdiction Beyond Initial Submissions (refer to Section 1.2.6 – Fee Adjustment Factor 6)
- New Technologies
- Enhanced or Extensive Construction Contract Administration
- Project Location and Site Conditions
- Renovations 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
- Full-time On-site General/Field Review

Often the variable is a percentage or multiplier used to adjust the fee. Sometimes the variable may result in a reduced fee, such as for repetitive design work, or the elimination of an entire phase (such as bidding and contract negotiation if undertaken by the client).

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 that reflects a fair exchange of value. All factors must be compounded and then multiplied against the percentage-based fee to determine the appropriate final fee for each unique project.

Refer to the matrix or worksheet in “Appendix A – Fee Calculation Sheet” and “Appendix B – Example Fees Using Fee Calculation Worksheet” to assist in the application of Fee Adjustment Factors and in determining the appropriate fee.

1.2.1 | Fee Adjustment Factor 1 – Enhanced Scope of Services

It is necessary for the client and architect to have a mutual understanding of the nature and scope of services required and expected. The schedule of architect's services used in RAIC Document Six is a comprehensive checklist to achieve a mutual understanding and agreement. “Appendix E – Basics Services of an Architect” provides a condensed but comprehensive chart of basic architectural services.³ If the architect is providing “Partial” or “Additional” services, then the basic fee will need to be reduced or increased accordingly.

1.2.1.1 | Pre-design Services

Very often a client will not have completed preliminary studies or obtained the necessary data to commence architectural design work. The architect may provide pre-design 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 a traffic study or toxic and hazardous materials report).

Pre-design services may include:

- Functional Programming
- Space Relationships/ Flow Diagrams
- Project Development Scheduling
- Project Budgeting
- Life Cycle Cost Studies
- Economic Feasibility Studies
- Agency Consulting/ Review/Approval
- Site Selection
- Site Analysis Utilization
- Legal Survey
- Geotechnical Analysis
- Project Financing
- Environmental Studies
- Energy Studies
- Existing Facilities Surveys
- Client-supplied Data Coordination
- Services Related to Project Management
- Presentations
- Marketing Studies
- Special Studies
- Re-Zoning Assistance
- Project Promotion
- Special Consulting Services

³ Several provincial associations of architects have their own contracts for use within their province.

1.2.1.2 | Additional Services

In addition to the basic architectural services noted above, many architects provide a wide range of other or “additional” services. Some architects specialize in some of these additional services. For a list of these additional services, refer to “Appendix G – List of Additional Architectural Services”.

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 fees. 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.

Each of the three traditional methods of project delivery described below, design-bid-build, design-build, and construction management, have benefits and drawbacks. It is critical that the client and architect have a shared understanding of which method is most appropriate for the client's needs and project success.

1.2.2.1 | Design-Bid-Build

Design-bid-build is the traditional form of project delivery and the percentage-based fee Tables 5 and 6 reflect this form of construction procurement. A precondition necessary to achieve a successful design-bid-build outcome is that the design services contract must create the conditions necessary for services to yield design documentation of the highest quality, and appropriate to the nature of the project (completeness + precision + accuracy). These conditions prominently include fair exchange of value for the effort required to produce such documentation. This is the reason that the scale of fees associated with this method is considered baseline.

In this instance, the architectural design and construction documents must be complete, 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 | Design-Build

If the client selects a design-build team to be responsible for both the design and the construction of the project, a design-build procurement option would be appropriate. The fees for services provided by the architect to the design-builder can be established in accordance with the Schedules in RAIC Document Six. A fee adjustment factor need only be applied if the conditions of the contract introduce risks such as shared financial risk among design-build team members.

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



1.2.2.3 | Construction Management

Construction Management is a project delivery method where a construction manager acts in a consultative role to the client, providing information on issues such as market conditions, cost, schedule, and constructability. Information provided by the construction manager becomes an input into the design process. A construction manager may also be “at risk” for the ultimate construction cost of the project. A construction manager is often involved in sequential tendering to fast-track the project schedule and deliver the outcome earlier than other delivery methods.

The scope of the architect’s services is affected by the defined role of the construction manager. As a result of sequential tendering, the architect may be responsible for additional services such as cost planning/estimating, site condition studies and other pre-design issues, development of trade contract general conditions and requirements, bidding process management and development of bid documents, multiple construction contract administration tasks including multiple payment certifications, construction quality control processes, and multiple closeout procedures. Fee adjustment factors would be needed to address the project management processes needed for construction management project delivery. This includes fast-tracking, sequential project design development, multiple prime contractors, and tender packages issuance and administration.

1.2.2.4 | The Three Traditional Methods of Design/Construction Project Delivery Compared

To determine whether a fee adjustment factor is appropriate based on the method of project delivery, a critical and shared understanding of the method is required of both the client and the architect. Each form of project delivery has its own benefits and drawbacks. At the risk of over-simplification, these benefits and drawbacks are compared using a project triple-constraint model where the scope of the project is assumed to be fixed. The constraints are time (schedule), cost, and performance/quality.

PROJECT DELIVERY METHOD	Constrained Factor		
	Schedule	Cost	Performance/Quality
Design-Bid-Build	<ul style="list-style-type: none"> The schedule must accommodate the time needed to prepare complete and accurate design and construction documents. It must also provide sufficient time for the client and other project stakeholders, including funders, Authorities Having Jurisdiction, and users, to review, comment, and approve the design. 	<ul style="list-style-type: none"> A firm construction cost is not known until after tender and negotiation are completed but before construction begins. 	<ul style="list-style-type: none"> Performance and quality of the outcome are known before tender. This is a precondition to the design-bid-build method to avoid scope creep and construction-phase changes.
Bid-Design-Build	<ul style="list-style-type: none"> The design-builder or construction manager may accelerate the schedule through sequential tendering and fast-tracking. Through the fast-tracking method, design and construction tasks are concurrent and the schedule is compressed. Sequential tendering may accelerate the schedule by providing select trades access to tender documents in advance of completed design. 	<ul style="list-style-type: none"> A firm construction cost is established based on project requirements before design. 	<ul style="list-style-type: none"> The design-builder has the authority to make trade-offs to performance/quality provided the owner's project requirements are satisfied.
Construction Management	<ul style="list-style-type: none"> The ultimate construction cost of the project is not known until most or all of the separate packages have been tendered and inevitable changes resulting from fast-tracking have been quoted and approved. 	<ul style="list-style-type: none"> The performance/quality of the project's outcomes is established at the outset but adjusted as necessary on a progressive basis as the project's construction cost becomes known. 	

TABLE 7 Fee Adjustment Factors Related to Project Delivery Method

1.2.2.5 | Fee Adjustment Factors Related to Project Delivery Method and Project

Change and uncertainty are inherent in undertaking projects. Project endeavours and risk are inseparable, and no amount of planning can remove ALL project risks. Again, at the possibility of over-simplification, each design/construction project delivery method has a general risk profile. To establish a fair exchange of value, the client and architect must recognize alignment of the project delivery risk profile with their respective risk sensitivities.

PROJECT DELIVERY METHOD	Constrained Factor		
	Schedule	Cost	Performance/Quality
Design-Bid-Build	<ul style="list-style-type: none"> • Schedule certainty can only be achieved at the expense of cost and performance. The completion of design documents, and therefore the project schedule, may be delayed if project requirements are incomplete, complex or stakeholder interests are conflicting. • Through comprehensive pre-design and conceptual design information gathering, analysis, and strategic design decision-making, the risk is mitigated but the schedule is lengthened, and consulting fees may increase. • Building schedule elasticity into the project plan may mitigate risk. 	<ul style="list-style-type: none"> • The firm construction cost is not known until the design is complete, tenders are analyzed, and negotiations completed. • The risk is mitigated but consulting fees are increased through progressive cost estimations throughout the design and documentation phases. • Cost risk is mitigated by including project contingencies 	<ul style="list-style-type: none"> • Performance and quality are firmly established throughout the design process.
Design-Build	<ul style="list-style-type: none"> • The schedule for project delivery, along with cost, should be identified and stated in the contract. Elasticity in the schedule may be required to accommodate unexpected market conditions. • The schedule may or may not be accelerated depending on the extent of the client's need to approve the design and specifications. 	<ul style="list-style-type: none"> • A commitment to the construction cost is established early in the project. • Cost certainty is predicated on the client, providing the design-builder with a comprehensive and well-developed statement of project requirements at the outset. • Changes to the requirements leading to design-phase or construction-phase changes may result in disproportionate cost increases. 	<ul style="list-style-type: none"> • The performance/quality of the outcome may not be completely known until the project is in construction. • The design team is under the authority of the design-builder, not the client. • The risks are mitigated through the client's development of a comprehensive requirements document and the engagement of an advocate architect/engineering team who monitor design and construction on behalf of the client. Both risk mitigation strategies increase consulting fees and possibly lengthen the project schedule.
Construction Management	<ul style="list-style-type: none"> • The schedule may be accelerated through fast-tracking and/or sequential tendering. • Fast-tracking requires a significant amount of additional effort in managing the design and construction work. Fast-tracking results in an increased risk of design and construction rework, along with the resulting additional fees and construction costs. 	<ul style="list-style-type: none"> • The client must commit to design and construction without a firm construction cost. • The risk is mitigated through progressive cost estimation and input from contractors, trades, and product manufacturers. This may require additional consulting services and fees. 	<ul style="list-style-type: none"> • Cost cutting measures resulting in reduced performance/quality may be required at later stages in the design and construction to bring the project in to budget. • The risk is mitigated by developing a trade-off plan early in the project to support strategic decision making. This requires additional services and fees.

TABLE 8 Risk Profiles Related to Project Delivery Methods

A Common Risk to All Project Delivery Methods

There are several risks that may impact the schedule, cost, and/or quality of the project with all procurement methods. A notable risk is market conditions in the construction industry. Products planned to be used during the design phase may become unavailable or excessively expensive at the time of construction, and substitutions must be identified, proposed, reviewed, quoted, and approved. The tendering/negotiation phase may be extended to allow the architect to develop design alternatives and for the successful bidder(s) to gather revised price quotes, should the quoted cost exceed the project budget.

1.2.2.6 Public-Private Partnership

(Also referred to as P3 or Alternative Financing and Procurement (AFP) in Ontario)

In these various forms of project delivery, the client usually contracts with one entity. This entity may assume responsibility and usually integrates all aspects of the project including: financing, design and construction, and 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.

As in design-build procurement methods, the fees for services provided by the architect to the lead proponent can be established in accordance with the Schedules in RAIC Document Six. A fee adjustment factor may be applied if the conditions of the contract introduce risks such as shared financial risk or being required to contribute to project pursuit costs.

1.2.2.7 Other Project Delivery Methods or Design Processes

Other project delivery methods are emerging that focus on increasing efficiency and effectiveness though changing the relationships of design and construction professionals and by integrating design and construction processes more closely. Lean construction and Integrated Project Delivery (IPD) are two of these new methods. Both are supported by the technological innovations introduced by Building Information Modeling (BIM). The basis for establishing a fair exchange for value using new project delivery methods may involve partnering and a sharing of project risk. New models of determining appropriate fees will need to be established.

A client may require the architect to engage in alternate approaches to design, such as the Integrated Design Process (IDP) to satisfy the requirements of a building certification process, such as LEED. Although the schedule includes certification as a service, an adjustment factor may be required to address the additional effort needed in managing the consulting design team in alternate design processes.

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

Building on the project delivery method discussion above, in today's fast-paced business world there is often a pressure to complete a project as soon as possible 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-tracking is the schedule management process where work normally done in sequence is done concurrently. For example, construction work commences while design work is still underway. Rework of both design and construction are inherent risks in fast-track projects, as the normal inputs to each aspect of design may not be established and the architect and construction forces are forced to work with an increased number of unknowns. Fast-track projects require additional fees as the architect may need to redo design work already completed, 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 compensation is required for the increased resources required to administer the construction contract. 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 the consultant's, contractor's, or client's needs.

Increasingly there is a demand to develop all designs and the project documentation using a Building Information Model (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.

Additional services may be required by a client to provide project stakeholders with complete 3D visualization, computer-aided facility management (CAFM), or computer-aided energy modeling. Analysis of the virtual design and energy modeling may become a valuable input to detailed design developmental and be an effective risk mitigation strategy to identify incomplete, unstated or misunderstood project requirements, or enhanced building performance.

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 client. 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. Today, however, 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 (not related to construction)

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 and/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 that 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 the client's representatives, user groups, contractors, and 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;
- Requirements for a minimum number of meetings and site visits regardless of whether it is warranted by the construction process;
- Additional clarifications and site visits resulting from the client's selection of specific contractors, sub-trades, suppliers and/or products; and
- Excessive site visits due to the non-performance of construction forces.

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 adjustments.

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. For this reason, 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.

Heritage conservation projects can result in a significantly increased scope of architectural services, as well as coordination with special consultants. A fee adjustment factor to address additional coordination, as well as additional defined services, is recommended.

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, are the same for each. Modifications and adaptations of the design for re-use are often charged on a time-basis.

Any sale of the right to use the design, instruments of service, or royalties must be negotiated with the architect.⁴

⁴ Instruments of service are representations, in any medium of expression, of the tangible and intangible creative work that forms part of the services or additional services. The architect and the consultants engaged by the architect shall retain all common law, statutory, and other reserved rights, including copyrights, to the instruments of service. The instruments of service shall be used only by the client for the intended purposes of the project at the place of the work and shall not be offered for sale or transfer to third parties without the architect's written consent.

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. Some projects benefit from the involvement of more senior and experienced staff. Locations 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 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 they are completed. 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 clients 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 reviews, 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 the instruments of service. They include computer models, drawings, and specifications that are the 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.

Reimbursable expenses can include:

- Transportation for travel authorized by the client, in connection to the project (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, and mock-ups specifically requested by the client;
- Special computer modeling and documentation;
- Certification and documentation costs for third party certifications such as LEED®;
- Fees, levies, duties or taxes for permits, licenses, or approvals from Authorities Having Jurisdiction;
- Additional insurance coverage or limits, including additional professional liability insurance requested by the client in excess of that normally carried by the architect and the architect's consultants;
- Direct expenses (as listed above) incurred by the architect's employees, engineering consultants, and other consultants.

1.3.1 | Administrative Charges

The management of reimbursable expenses is a service provided to the client by the architect. Reimbursable expenses are normally billed at cost plus an administrative charge (often 10-15%) to cover in-house administration, handling, and financing.

1.3.2 | Professional Liability Insurance

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.

Standard forms of contract, such as RAIC Document Six, require the architect to carry such insurance and allows for the client to obtain a copy of the Certificate of Professional Liability Insurance.

1.4 | Payment

The Agreement Form in RAIC Document Six also requires other payment provisions to be completed.

1.4.1 | Retainer

A retainer is an advance payment on fees that would be deducted from the final invoice and is accounted for as a statement of credit on the client's account. An amount should be agreed to by the client and architect and inserted in Article A15 of RAIC Document Six. Regulations governing retainer fees may vary from province to province. Architects are required to familiarize themselves with these regulations prior to completing the contract for architectural services.

1.4.2 | Billing Period

Article A16 of RAIC Document Six 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 specified as required in RAIC Document Six.



BORDEN PARK PAVILION
gh3
Photo: Raymond Chow (gh3)



PARALLELOGRAM HOUSE
5468796 Architecture Inc.
Photo: 5468796 Architecture



RABBIT SNARE GORGE
Omar Gandhi Architect Inc. in collaboration
with Design Base 8 (NYC)
Photo: Doublespace Photography

1.5 | Other Payment Provisions

1.5.1 | Statutory Holdbacks

In some jurisdictions 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.

If the *client* retains holdback from payments to the *architect* pursuant to applicable lien legislation, and the *architect* provides *services* both before and after the commencement of the *work*, then for purposes of the applicable lien legislation, this contract shall be deemed to be divided into two contracts comprised of:

1. A contract for the provision of *services* up to and including the commencement of the *work*;
2. A second contract for the provision of *services* after the commencement of the *work*.

1.5.2 | Redesign Changes

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.

2 | Building Classifications

Buildings can be categorized in a variety of ways: by occupancy, building size, construction cost, and 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 than one occupancy, and this presents some challenges for the determination of fees for professional services. The following are possible methods for determining 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 following three levels of categories: Simple, Average and Complex.

“Simple” means utilitarian in character without complication of design, a minimum of finishes, and coordination of basic structural, mechanical, and electrical systems.

“Average” means conventional in character requiring coordination of the structural, mechanical, and electrical systems.

“Complex” means exceptional character and complexity of design requiring more advanced systems and coordination of complex structural, mechanical, and electrical systems. Complex projects require increased integration of the work of multiple other disciplines, such as information and communications infrastructure, security, high-performance regenerative, and power generating/conservation systems.

2.3 | Building Size

Another 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 in size, 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 in size, the fee may need to be negotiated.

2.4 | Building or Construction Cost

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 \$50,000,000. Generally speaking, as construction values increase, the basic percentage fee for architect's services, for certain simple building categories, decreases.

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 usually seven categories or "types" of buildings.

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

Category		
1	1.1	Warehouse
	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	Summer Camp, Park Building
3	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)
	3.7	Mercantile Buildings for Business and Personal Services including Store, Shop, Barber and Hairdressing Shop, Supermarket, Shopping Centre, Department Store (but excluding tenant layouts)
	3.8	Student or Institutional Residence, Senior Citizens' Apartment
	3.9	Kindergarten and Elementary School
	3.10	Industrial Building (such as light manufacturing)
	3.11	Specialized Agricultural Building
	3.12	Resort Building (building shell only)

Category		
4	4.1	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	Dry Cleaning Establishment, Laundry
	4.7	Dairy and Creamery, Distillery
	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
5	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, Data Centre, 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 Daycare
	5.8	University or College Non-technical Classroom Building, and Vocational High School
	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	
5.17	Cannabis Production Facility	
6	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
	6.8	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	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
	7.4	Air Traffic Control Tower, Control Centre, Flight Service Station
	7.5	Tenant Space Planning
	7.6	Legislative Building, Mint

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 (from RAIC Document Six):

The construction budget is the amount of money the client is committed to spend on the construction cost, as stated in Article A7 of the agreement, or an adjusted amount determined or approved by the client under the terms of this contract.

Construction Cost (from RAIC Document Six):

The construction cost is the total cost of the work to the client to construct all elements of the project designed or specified by, on behalf of, or as a result of coordination by the architect. This includes the construction contract price, cost of changes to the work during construction, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, except value-added taxes, which shall be excluded. Construction cost excludes the compensation of the architect and consultants, land cost, land development charges, and other professional fees.

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;
- Statutory holidays;
- Vacations;
- Pensions; and
- Similar contributions and benefits.

Disbursement Record:

A record of billable reimbursable expenses.

Feasibility Study:

A report that 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. This does not include reimbursable expenses or disbursements.

General/Field Review:

General review, which is synonymous with field review, is a review by the architect and consultants during visits to the place of the work and, where applicable, at locations where building components are fabricated for use at the place of the work. It is completed at intervals appropriate to the stage of the construction that the architect and consultants, in their professional discretion, consider 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 documents and to so report, in writing, to the client, the constructor, and Authorities Having Jurisdiction.

Fixed Fee:

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 operational criteria, design objectives, site requirements and constraints, spatial requirements and relationships, detailed information on rooms, furnishings, fittings and equipment, building systems and equipment, flexibility/adaptability requirements, and future expandability.

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 that are related to architectural services are excluded from overhead expenses, 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.

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 that 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, contingencies, costs of land, rights of way, and all other costs to the client for the project.

**CASEY HOUSE**

Hariri Pontarini Architects
Photo: Hariri Pontarini Architects

**MAISON DE LA LITTÉRATURE**

Chevalier Morales Architectes
Photo: Chevalier Morales architectes

**STADE DE SOCCER DE MONTRÉAL**

SAUCIER+PERROTTE /
HCMA Architecture + Design
Photo: Olivier Blouin

Retainer:

The first payment to the architect, upon engagement, representing a stipend to cover the architect's initial work and expenses on the client's behalf. This amount is retained on the 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.

Services (from RAIC Document Six):

The services means the professional services identified in Schedule A – Services, including those performed by the architect, the architect's employees, and the consultants engaged by the architect.

Value-Added Taxes (from RAIC Document Six):

Value-added taxes are those taxes levied by the federal or any provincial or territorial government including the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

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. Revised February 2009.

Alberta Association of Architects. *Schedule of Designated Services for Recommended Conditions of Engagement and Schedule of Professional Fees for Building Projects*. September 2013.

Saskatchewan Association of Architects. *Bylaws of the Saskatchewan Association of Architects*. November 2002. Refer to Bylaws No. 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25.

Association of Architects in Private Practice of Québec. *Standard Contract for the Services of an Architect*. November 2013.

Architects Association of New Brunswick. *Schedule of Recommended Fees*. January 7, 2011.

Newfoundland Association of Architects and Association of Professional Engineers and Geoscientists of Newfoundland. *Guidelines and Recommended Minimum Fees for Architectural and Engineering Projects*. March 2003.

Appendices

APPENDIX A Fee Calculation Sheet

APPENDIX B Example Fees Using Fee Calculation Worksheet

APPENDIX C Typical Invoice Using Percentage-based fee

APPENDIX D Alphabetical List of Buildings by Category

APPENDIX E Scope of Services Checklist

APPENDIX F Basic Services of an Architect – Narrative Description

APPENDIX G List of Additional Architectural Services

APPENDIX H Comprehensive List of Types of Consultants on the Design Team

APPENDIX I Finding, Selecting and Engaging an Architect

APPENDIX J Typical Buildings Requiring the Services of an Architect

APPENDIX A – Fee Calculation Sheet

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

APPENDIX B – Example Fees using Fee Calculation Worksheet

		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		
Heritage Conservation			
METHODS OF COMPENSATION TO ARCHITECT			
Fee 1 Percentage-based	7.05		
Fee 2 Hourly or Per Diem			
Fee 3 Fixed Fee			
SCOPE OF SERVICES BY PHASE			
Pre-design	N/A		
Design	Yes		
Construction Documentation	Yes		
Bidding and Contract Negotiation	Yes		
Contract Administration	Yes		
Post-construction	Additional		
Facility Management	Additional		
ADJUSTMENT FACTORS			
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 Contract(s) Administration	Multiple Contracts	Plus 0.10	
Location	Normal		
Renovation/Vertical Additions	No		
Repeat Work/Repetitive Design	No		
Architect's Personnel	No Additional Personnel Required		
Other			
Total Fee Adjustment Factors		1.55	
Adjusted Fees		7.05 x 1.55 = 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

APPENDIX C – Typical Invoice Using Percentage-based Fee

INVOICE

To: Acme Architecture Ltd.
77 Skyway Drive
Anytown, ON
Y2K 2Y2

INVOICE No.: 8094
Project: Acme Office Addition
Project No.: 8051
Date: 15 March 2018
GST/HST No.: R109976007

For Professional Services Rendered:

Reference: Client-Architect Agreement
Document Six, dated June 15, 2018

Fees to: 28 February 2018

Earned to date

Schematic Design Phase:	100% of 12.5% of 8% of \$500,000	\$5,000.00	
Design Development Phase:	100% of 12.5% of 8% of \$500,000	\$5,000.00	
Contract Documents Phase:	100% of 47.5% of 8% of \$500,000	\$19,000.00	
Tendering/Bidding Phase:	100% of 2.5% of 8% of \$500,000	\$1,000.00	
Contract Admin. Phase:	20% of 25% of 8% of \$536,800	\$2,147.20	
	Subtotal – Basic Services	\$32,147.20	\$32,147.20

Additional Services

Change Orders 1, 2 & 3	6 hours @ \$140/hour	\$840.00	
	15 hours @ \$85/hour	\$1,275.00	
	Subtotal – Additional Service	\$2,115.00	\$2,115.00

Total fee earned to date	\$34,262.20
Less previously invoiced	\$28,840.50
TOTAL FEE DUE THIS INVOICE	\$5,421.70

Reimbursable expenses due excluding GST/HST \$322.60
(see attached invoices)

Subtotal due this invoice	\$5,744.30
GST/HST @ 13%	\$746.76

TOTAL DUE THIS INVOICE **\$6,491.06**

NOTE: A statutory holdback of consulting fees, required by lien legislation in some jurisdictions, is not included in this sample invoice.

APPENDIX D – Alphabetical List of Buildings by Category

Administrative Office Building (shell only excluding 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
Cannabis Production Facility	5
Car Dealership	3
Cemetery Chapel	5
Chancellery	7
Chronic Care Facility	6
Church	5
City Hall	5
Club: Town or 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
Dry Cleaning 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
Housing – Custom Residence	7
Ice Arena	5
Industrial Building (such as Light Manufacturing)	3
Junior, Middle and Senior High School	4
Kennel	1
Kindergarten and Elementary School	3
Laboratory	6
Laundry	4
Legislative Building	7
Library	6

Licensed Beverage Establishment	5
Licensed Daycare	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, (excluding 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
Data Centre	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
Zoo	5

APPENDIX E – Scope of Services Checklist

These charts are typical checklists of services offered by the architect and their sub-consultants. The nature of each individual project, and the services customized to the client's needs, will determine the scope of services required. The checklist and table include both basic and additional services and are intended to support discussions between the client and architect to gain a shared understanding of the services required for a project. RAIC Document Six, Schedule A is also a useful document to support a discussion about project scope and services.

Basic and Additional Services, All Applicable Phases		
Structural Consulting Engineering Services	Mechanical Consulting Engineering Services	Electrical Consulting Engineering Services
Acoustic Consulting Services	Audio Visual Consulting Services	Building Sciences Consulting Services
Energy Modeling Consulting Services	Civil Engineering Consulting Services	Commissioning Agent Consulting Services
Cost Estimating Consulting Services	Food Services Consulting Services	Heritage Conservation Consulting Services
Archaeological Consulting Services	Hardware Consulting Services	Interior Design Consulting Services
Laboratory Design Consulting Services	Landscape Architect Consulting Services	Lighting Design Consulting Services
Microclimate Consulting Services	Planning Consulting Services	Project Management Services
Security Consulting Services	Security and Communications Systems Consulting Services	Traffic Consulting Services
Furniture, Fixtures and Equipment (FF&E) Selection, Procurement, and Installation Coordination	Graphic Design and Signage	Vertical Transportation Consulting Services
Multiple Construction Contracts	Coordination of Work of Client's Own Forces	Tenant Improvement Design Services
Value Engineering Services	Life Cycle Cost Analysis Services	Coordination of Client's Equipment
Climate Change Analysis	Enhanced Sustainable Design	Energy Modeling Services
Commissioning	Multiple Language Services	Sustainable Design Certification

Coordination Services, All Applicable Phases		
Project Protocols	Client Meetings	Consultant Coordination Meetings
Project Dossier	Project Reporting	Coordination of Consultants
Coordination of Multiple Constructors	Coordination of Client's Own Forces	Coordination of Client's Furniture, Fixtures and Equipment (FF&E)
Computer-Aided Design and Drafting (CADD)	Building Information Modeling (BIM)	BIM Model Manager

Authorities Having Jurisdiction Services, All Applicable Phases		
Review of Regulatory Requirements	Zoning or Land Use Amendment	Variances
Site Development Review	Development Approval or Agreement	Public Hearings
Building Permit Application		

APPENDIX F – Basic Services of an Architect – Narrative Description

The following describes the **basic services** of the architect on a typical project:

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 additional services identified in the contract. 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, licenses, and permits necessary for the project.

5.0 Bidding and 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 During the construction phase – contract administration, the architect shall:
 - 6.1.1 Be a representative of the client;
 - 6.1.2 Advise and consult with the client;
 - 6.1.3 Have the authority to act on the client's behalf to the extent provided in this contract and the construction contract documents;
 - 6.1.4 Have access to the work at all times, wherever it is in preparation or progress;
 - 6.1.5 Forward all instructions from the client to the contractor;
 - 6.1.6 Carry out the general/field review of the work;
 - 6.1.7 Examine, evaluate, and report to the client upon representative samples of the work;
 - 6.1.8 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 site reviews;
 - 6.1.9 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;

- 6.1.10 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;
- 6.1.11 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;
- 6.1.12 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;
- 6.1.13 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;
- 6.1.14 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;
- 6.1.15 Have the authority to reject work that 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;
- 6.1.16 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;
- 6.1.17 Prepare change orders and change directives for the client's approval and signature in, accordance with the construction contract documents;
- 6.1.18 Have the authority to order minor adjustments in the work that 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;
- 6.1.19 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;
- 6.1.20 Determine the date of substantial performance of the work;
- 6.1.21 Receive from the contractor and forward to the client, for the client's review, the written warranties and related documents;
- 6.1.22 Verify the validity of the contractor's application for final payment and issue a certificate of final payment; and
- 6.1.23 Prior to the end of the period of one year following the date of substantial performance of the work, review any defects or deficiencies that 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.

APPENDIX G – List of Additional Architectural Services

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

PRE-DESIGN SERVICES

- Functional 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

- (Re)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
- Enhanced or Extensive Consulting with Authorities Having Jurisdiction
- 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
- Advocate Architect Services

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
- Building Scanning
- Creating of Building Information Model (BIM) of existing building

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

APPENDIX H – Comprehensive 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

APPENDIX I – Finding, Selecting and Engaging an Architect

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

1.0 How to Find an Architect

You can find an architect in several ways, including:

- Use the RAIC 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; or
- 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.

2.0 How to Select an Architect

There are three methods for selecting an architect:

- Quality or Qualifications-based Selection (QBS)
- Direct Selection
- Architectural Design Competition
- Low fee

2.1 Quality or Qualifications-based Selection (QBS)

More information on QBS can be found on the RAIC website at:
<https://www.raic.org/raic/qualifications-based-selection-qbs>

Additional information in the OAA QBS Kit and sample templates can be found on the website of the Ontario Association of Architects (OAA) at:

http://www.oaa.on.ca/images/docs/1311598926_OAA_QBS_Introduction_Final_Aug_2010.pdf

http://www.oaa.on.ca/images/docs/1305296260_OAA_QBS_SAMPLESfilledout_Final_Sept._14.06.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 a referral from a previous client, or the public reputation of the 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 Competition

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

2.4 Low Fee

There may be limited circumstances when the selection of an architect is based on low fee. Although this method is strongly discouraged and the potential for reduced value to the client is high, in situations where there is negligible project risk and a simple and fully defined scope of work, low fee may be appropriate.

3.0 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 it is incorporated into a written contractual agreement.

This understanding is most effectively accomplished by a thorough and 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 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. The architect usually undertakes this coordination. 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; and
- Information technology specialists.

All of these are in addition to many of the basic consultants.

Refer to Appendix H 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. . This document provides checklists for the architect and client to review related to both basic and additional services for a building project. If the client and architect agree to eliminate some services, or add additional services, the fee must be adjusted accordingly.

Refer to Appendix G for a list of additional 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;
- Physical specifications (such as spatial and functional relationships) or functional program;
- Legal services;
- Site conditions (such as surveys, subsurface investigation reports, designated substances (asbestos, lead, etc.) and mould, etc.); and
- The schedule for payment of fees.

The use of RAIC Document Six is 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)

APPENDIX J – Typical Buildings Requiring the Services of an Architect

Unless stated otherwise, this table lists the exceptions where the design services of an architect are not required.

Condition	Group A – Assembly	Group B – Care and Detention	Group C – Residential	Group D – Business and Personal Services		Other	Source
				Group E – Mercantile	Group F – Industrial		
British Columbia Note: AIBC Bulletin 31 describes those buildings for which the design is within the exclusive scope of the practice of architects.	1	A one-story building, other than a school building, to be used for public assembly, if the gross area exceeds 275 m ² or the unsupported span exceeds 9 m.	A hospital or similar building occupancy with 13 or more beds.	An apartment or residential building containing 5 or more dwelling units.	A commercial or industrial building, or combination of both with other occupancies, in excess of 470 m ² gross area, being the aggregate area of all floors.	Any other building in excess of 470 m ² gross area, being the aggregate area of all floors, including mixed-use buildings. A mixed-use building that contains assembly occupancy is assessed by the most restrictive use and therefore requires an architect when it exceeds 235 m ² .	AIBC Bulletin 31, May 6, 2017 (Summary of the Architects Act, Section 60).
	2	A building of more than one story, other than a school building, to be used for public assembly, if the gross area exceeds 235 m ² .	A veterinary hospital in excess of 470 m ² gross area.	A hotel, or similar occupancy, containing 11 or more guest rooms for transient or permanent occupancy.			
	3	All schools, any size					
Manitoba Note: The Architects Act describes those buildings, the design of which is within the exclusive scope of the practice of architects.	1	All buildings, except arenas with a fixed seating capacity of 1000 people or less, require an architect or engineer.	All buildings.	A building exceeding 600 m ² in building area or exceeding 3 storeys in building height.	A building exceeding 600 m ² in building area or exceeding 3 storeys in building height.		The Architects Act, Section 25, April; 20, 2018 and the Buildings and Mobile Homes Act, Regulation 31/2011.
	2			F2/3: A building exceeding 600 m ² in building area or exceeding 3 storeys in building height.			
	3			F1: All buildings (architect or engineer).			
Alberta	1	A building, 3 storeys or less in height that:	A building, 3 storeys or less in height, for residential occupancy of hotel, motel, or similar use that:	A building, 3 storeys or less in height that:	A building that is a farm building not for public use.		Architects Act, Chapter A-44, April 30, 2015.
	2	In the case of a single storey building has a gross area of 300 m ² or less;	In the case of a single storey building has a gross area of 400 m ² or less;	In the case of a single storey building has a gross area of 500 m ² or less;	A relocatable industrial camp building.		
		In the case of a 2-storey building has a gross area of 150 m ² or less on each floor; and	In the case of a 2-storey building has a gross area of 200 m ² or less on each floor; and	In the case of a 2-storey building has a gross area of 250 m ² or less on each floor; and	Interior design.		
		In the case of a 3-storey building has a gross area of 100 m ² or less on each floor.	In the case of a 3-storey building has a gross area of 130 m ² or less on each floor.	In the case of a 3-storey building has a gross area of 165 m ² or less on each floor.			
	3		A single-family dwelling.				
	4		A multiple family dwelling containing 4 dwelling units or less.				

	Condition	Group A – Assembly	Group B – Care and Detention	Group C – Residential	Group D – Business and Personal Services Group E – Mercantile Group F – Industrial	Other	Source
Saskatchewan	1	Any building conforming to the scope of NBCC Part 9.				Any farm building	Architects Act, Section 23, Scope of Practice.
	2					Interior design.	
Ontario	1	Architect required.		A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building used directly in the extraction, processing, or storage of ore from a mine.	Architects Act, Section 11, April 18, 2018.
	2			A building that is not more than 3 storeys and contains 1 dwelling unit or 2 attached dwelling units constructed directly on grade.		Interior design.	
	3			A building that is not more than 3 storeys and not more than 600 m ² building area, containing 3 or more dwelling units.			
Ontario – Licensed Architectural Technologist (limited scope of practice)	1	A building that is not more than 3 storeys and not more than 600 square metres in gross area, used for a restaurant designed to accommodate not more than 100 persons consuming food or drink.		A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building used directly in the extraction, processing, or storage of ore from a mine.	Policy Statement: Policy of the Council of the OAA with respect to applications for a license and certificate of practice by holders of a certificate of qualification to make an application as a Licensed Technologist issued by the Ontario Association of Applied Architectural Sciences (OAAAS), January 2017.
	2			A building not more than 4 storeys and contains 1 dwelling unit or 2 attached dwelling units.		Interior design.	
	3			A building not more than 4 storeys and not more than 600 m ² in building area, containing 3 or more dwelling units.			
Quebec	1	Architect required.		A semi-detached or attached single-family dwelling unit, a multi-family dwelling that contains no more than four units, that is not more than two storeys and not more than 300 square metres in gross area after the work is completed and has a single basement level.	A business, mercantile, or industrial occupancy that is not more than 2 storeys, not more than 300 square metres in gross area after the work is completed, and has a single basement level.	Or a combination of such dwellings or occupancies that is not more than 2 storeys and not more than 300 square metres in gross area after the work is completed, and has a single basement level.	Architects Act; R.S.Q. Chapter A-21, Section 16.
	2			A detached single-dwelling unit.			

	Condition	Group A – Assembly	Group B – Care and Detention	Group C – Residential	Group D – Business and Personal Services Group E – Mercantile Group F – Industrial	Other	Source
New Brunswick		Architect required.		A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building that is not more than 3 storeys and not more than 600 square metres in gross area.	Interior design.	Architects Act of New Brunswick, January 1998.
Nova Scotia	1	A building that is not more than 1 storey and not more than 200 square metres in building area.	Architect required.	A building that is not more than 3 storeys and not more than 450 square metres in building area.	A building that is not more than 3 storeys and not more than 450 square metres in building area (D, E, F2, F3).	Interior design.	Architects Act, November 23, 2006.
	2			One-dwelling or a 2 dwelling unit.	A building that is not more than 1 storey and not more than 200 square metres in building area (F1).		
Prince Edward Island	1	Architect required.		A building that is not more than 3 storeys and contains 1 dwelling unit or 2 attached dwelling units constructed directly on grade.	Not permitted.	A building used directly in the extraction, processing, or storage of ore from a mine.	Architects Act, Chapter A-18.1, March 31, 2000.
	2			A building that is not more than 3 storeys and not more than 600 m ² in building area, containing 3 or more dwelling units constructed directly on grade with no units above another.		Interior design.	
Newfoundland and Labrador	1	A building, in whole or in part, used or intended for assembly occupancy only, where the building's total occupant load does not exceed 50 persons.	Architect required	A detached or semi-detached house or row housing, with or without a subsidiary apartment.	A building where the total area of all floors located at and above the lowest outside grade does not exceed 300 m ² , and the building does not contain more than one dwelling unit (D & E).	Interior design.	Architects Act, 2008.
	2			A building containing only residential units, having a maximum of 15 bedrooms, where access to each unit is only from the exterior.	A building, in whole or in part, used or intended for industrial occupancy only, where the building's total occupant load does not exceed 50 persons.		
	3			A lodging house or bed and breakfast establishment where the maximum number of guest bedrooms does not exceed 4.			
Northwest Territories	1	Architect required.		A building that is not more than 3 storeys and not more than 600 square metres in gross area.	A building that is not more than 3 storeys and not more than 600 square metres in gross area (D, E, F1, F2).	A building that is a farm building not for public use.	Architects Act; SNWT, 2001 cp.10.
	2					A relocatable industrial camp building.	

TABLE 9 Scope of Design Services in the Practice of Architecture



RAIC | IRAC

Royal Architectural Institute of Canada
Institut royal d'architecture du Canada

