



Fiji Association of Architects

Conditions of Engagement and Scale of Fees

Foreword

The successful completion of a building project requires a clear understanding of the client's requirements, the nature of the service to be provided, and the responsibilities of all involved. This document has been designed to help achieve that understanding.

The education and training of architects prepares them to assist clients at all stages of a building project and to co-ordinate all the elements of the design and construction process.

The architect's primary professional responsibility is to act as the client's advisor and additionally to administer the building contract fairly between client and contractor.

The client's also have important role. They must provide adequate information on the project, site and budget and fully understand and approve the architect's proposals at various stages of the work as it proceeds.

The most successful jobs are those which proceed in an atmosphere of mutual trust and goodwill. A statement of the client's and the architect's obligation is fundamental to the creation of such an atmosphere and is essential for the protection of their respective interests. The FAA requires the use of the Schedule of Services and Minimum Fees and the Memorandum of Agreement (samples of which are included in the Conditions of Engagement). Alternatively, letters of agreement may be used provided that the services, responsibilities and fee basis are fully defined. If the agreement is not comprehensive it may create uncertainties for either or both parties as the project progresses.

The work an architect normally undertakes during the course of a building project is described as the Basic Services. These services are common to large and small projects and none should be omitted if the project is to be completed successfully. Where for any reason partial services only are to be provided there should be a clear understanding as to their extent.

Many projects will require other services which the architect may or may not be able to provide. The extent to which additional consultant advice will be required depends on the nature and experience of the architect's practice and on the complexity of the project. The provisions of such other services should be discussed at the outset of any project.

The fee scales included in this document are based on a percentage of the total construction cost. The FAA considers these fee scales to be fair and reasonable. The cost of providing architectural services is affected by many factors besides the cost of the building works concerned, so that the fee scales may not apply to all types of work. However, where the architect provides the Basic Services the percentage framework is the appropriate fee basis.

For the purpose of fee calculation, buildings are classified into five categories according to their complexity and the demands on the architects' time, skill and professional knowledge. A list of buildings which typically fall into each category is published with the fee scales.

Any question on or arising out of the information continued within this document maybe referred for advice to:

The Honorary Secretary, Fiji Association of Architects, P.O. Box 482, Suva

Introduction

The FAA requires of its members that before making an engagement for professional services they shall define the terms of the engagement including scope of service, allocation of responsibilities and any limitation of liability, method of calculation of remuneration and provision for termination.

The 27th AGM held on 2nd April 1985 voted to adopt the RIBA Architects Appointment, amended to suit Fiji conditions, and on the basis of a Scale of Fees.

This Conditions of Engagement consists of four related parts:

Part 1

Architect's Services

Preliminary and Basic Services normally provided by the architect. These services progress through work stages. The sequence of work stages may be varied or two or more work stages may be combined to suit the particular circumstances.

Preliminary Services

Work stage A:	Inception
Work stage B:	Feasibility

Basic Services

Work stage C:	Outline proposals
Work stage D:	Scheme design
Work stage E:	Detail design
Work stage F:	Production information
Work stage G:	Bills of quantities
Work stage H:	Tender action
Work stage J:	Project planning
Work stage L:	Completion

Preliminary Services are normally charged on a time basis and Basic Services on a percentage basis, described in Part 4.

Part 2

Other Services

Services which may augment the Preliminary and Basic Services or which may be the subject of a separate appointment. Fees for these services are normally charged on a time or lump sum basis as described in Part 4.

Part 3

Conditions of Appointment

Conditions which apply to an architect's appointment.

Part 4

Fees and Expenses

Methods of calculating the architect's fees and expenses and apportioning fees between work stages.

A sample Memorandum of Agreement and Schedule of Services and Fees are included with the document for information. They are published separately.

Part 1 Architect's services

This part describes Preliminary and Basic Services which an Architect will normally provide.

PRELIMINARY SERVICES

Work stage A: Inception

Brief	1.01	Discuss the client's requirements including time scale and any financial limits; assess these and give general advice on how to proceed; agree the architect's services.
Information to be provided by the client	1.02	Obtain from the client information on ownership and any lessors and lessee of the site, any existing buildings on the site boundary fences and other enclosures, and any known easements, encroachments, underground services, rights of way, rights of support and other relevant matters.
Site appraisal	1.03	Visit the site and carry out an initial appraisal.
Advice on other consultants' services	1.04	Advise on the need for other consultants' services and on the scope of these services.
Design work by specialist firms	1.05	Advise on the need for specialist contractors and suppliers to design and execute part of the works to comply with the architects' requirements.
Site staff	1.06	Advise on the need for site staff.
Timetable and fee basis	1.07	Prepare when required an outline timetable and, for further services, a fee basis for the client's approval.

Work stage B: Feasibility

Feasibility studies	1.08	Carry out such studies as may be necessary to determine the feasibility of the client's requirements; review with the client alternative design and construction approaches and cost implications; advise on the need to obtain planning permission, approvals under building acts or regulations, and other similar statutory requirements .
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BASIC SERVICES

Work stage C: Outline proposals

Outline Proposals	1.09	With other consultants where appointed, analyse the client's requirements, prepare outline proposals and an approximation of the cost construction cost for the client's preliminary approval.
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Work stage D: Scheme design

Scheme design	1.10	With other consultants where appointed, develop a scheme design from the outline proposals taking into account amendments requested by the client; prepare a cost estimate; where applicable given an indication of possible start and character of the project in sufficient detail to enable the client to agree the spatial arrangements, materials and appearance.
Changes in scheme Design	1.11	With other consultants, where appointed, advise the client of the implications of any subsequent changes on the cost of the project and on the overall programme
Planning application	1.12	Make, where required, an application for planning permission. The permission itself is beyond the architect's control and no guarantee that it will be granted can be given.

Work stage E: Detail design

Detail design	1.13	With other consultants, where appointed develop the scheme design; obtain the client's approval of the type of construction, quality of material and standard of workmanship; co-ordinate any design work done by consultants, specialist contractors, sub-contractors and suppliers; obtain quotations and other information in connection with specialist work.
Cost checks and changes in detail design	1.14	With other consultants, where appointed, carry out cost checks as necessary, advise the client of the consequences in detail design of any subsequent changes on the cost and programme.
Statutory approvals	1.15	Make and negotiate where required applications for approvals under building acts, regulations or other statutory requirements.

Work stages F & G: Production information, bills of quantities

Production Information	1.16	With other consultants, where appointed, prepare production information including drawings, schedules and specification of materials and workmanship; provide information for bills of quantities, if any, to be prepared; all information complete in sufficient detail to enable a contractor to prepare a tender.
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Work stage H: Tender action

Other contracts	1.17	Arrange, where relevant, for other contracts to be let prior to the contractor commencing work.
Tender lists	1.18	Advise on the client's approval to a list of tenderers.
Tender action	1.19	Invite tenders from approved contractor; appraise and advise on tenders submitted. Alternatively, arrange for a price to be negotiated with a contractor.

Work stage J: Project planning

Project planning	1.20	Advise the client on the appointment of the contractor and on the responsibilities of the client, contractor and architect under the terms of building contract; where required prepare the building contract and arrange for it to be signed by the client and the contractor; provide production information as required by the building contract.
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Work stage K: Operations on site

Contract administration	1.21	Administer the terms of the building contract during operations on site.
Inspections	1.22	Visit the sit as appropriate to inspect generally the progress and quality of the work.
Financial appraisal	1.23	With other consultants where appointed, make where required periodic financial reports to the client including the effect of any variations on the construction cost.

Work stage L: Completion

Completion	1.24	Administer the terms of the building contract relating to the completion of the works.
Guidance on Maintenance	1.25	Give general guidance on maintenance.

Part 2 Other services

This part describes services which may be provided by the architect to augment the preliminary and Basic Services describes in Part 1 or which may be the subject of a separate appointment. The list of services so described is not exhaustive.

Surveys and investigations

Building sites	2.01	Advise on the selection and suitability of sites; conduct negotiations concerned with sites and buildings.
Measured surveys	2.02	Make measured surveys, take levels and prepare plans and surveys of sited and buildings.
Soil investigations	2.03	Provide services in connection with soil and other similar investigation.
Conditions of premises	2.04	Make inspections, prepare reports or give general advise on the condition of premises.
Schedules of dilapidations	2.05	Prepare schedules of dilapidations; negotiate them on behalf of landlords or tenants.
Structural surveys	2.06	Make structural surveys to ascertain whether there are defects in the walls, roof, floors, drains or other parts of a building that would materially affect its safety, life and value.
Building failures	2.07	Investigate building failures; arrange and supervise exploratory work by contractors or specialists.
Repairs and restoration work	2.08	Take particulars on site, prepare specification and/or restoration schedules for repairs and restoration work, and inspect work their execution.
Problems in existing buildings	2.09	Investigate and advise on problems in existing buildings such as fire protection, floor loadings, sound insulation, or change of use.
Energy surveys	2.10	Advise on the efficient use of energy in new and existing buildings.
Cost on use	2.11	Carryout life cycle analyses of buildings to determine their cost in use.
Valuations	2.12	For inspection, reporting on and estimating building valuations for insurance and other purposes the fee for the initial investigation report and estimate shall normally be calculated in accordance with the following scale:

On the first	\$100,000	0.200 per cent
On the next	\$200,000	0.100 per cent
On the next	\$800,000	0.050 per cent
In excess of	\$1,000,000	0.025 per cent

For issuing a subsequent certificate of valuation the charge shall be made on a time basis in accordance with 4.9 to 4.15. The above scales of fees for valuations are changes for the professional skill involved, and to them should be added any charges for expenses incurred, such as traveling, measuring & recording building, processing & out-of-pocket expenses.

Development services

Special drawings and models	2.13	Prepare special drawings, models or technical information for the use of the client or for applications under planning, building act, building regulation or other statutory requirements, or for negotiations with ground landlords, adjoining owners, public authorities, licensing authorities, mortgagors and others; prepare plans for conveyancing, land registry and other legal purposes.
Development plans	2.14	Prepare development plans for a large building complex of buildings; prepare a layout only, or prepare a layout for a greater area than that which is to be developed immediately.
Estate plans	2.15	Prepare layouts for housing, industrial or other estates showing the sitting of the buildings and other works such as roads and sewers.
Road and sewers	2.16	Prepare drawings and specification of materials and workmanship for the construction of housing and industrial or other estate roads and sewers.
Demolitions	2.17	Provide services in connection with demolitions works.
Environmental Studies	2.18	Provide services in connection with environmental studies.

Design services

Furniture & fittings	2.19	Design or advise on the selection of furniture and fittings; inspect fabrication of such items.
Shop fittings & other works of special quality	2.20	Advise on and prepare detail designs for works of special quality such as shop fitting or exhibition design, either independently or within the shell of an existing building.
Works of art	2.21	Advise on the commissioning or selection of works of art; supervise their installation.
Acoustic Investigations	2.22	Carry out special acoustical investigations.
Special construction research	2.23	Carry out special construction researching connection with a scheme design, including the design, construction or testing of prototype buildings or models.
Building systems and components	2.24	Develop a building system or mass-produced building components; examine and advise on existing building systems; monitor the testing of prototype buildings and models.

Cost estimating and financial advisory services

Cost plans and cash flow requirements	2.25	Carry out cost planning for a building project; including the cost of associated design services, site development, landscaping, furniture and equipment; advise on cash flow requirements for design cost, construction cost, and cost in use.
Schedules of rates and quantities	2.26	Prepare schedules of rates or schedules of quantities for tendering purposes; value work executed where no quantity surveyor is appointed. Fees for this work are recommended to be in accordance with the Professional Charges of the Quantity Surveyors, or on a time charge basis.

Cost of replacement	2.27	Carry out inspections and surveys; prepare estimates for the replacement and reinstatement of buildings and plant; submit and negotiate claims following damage by fire or other causes.
Grant applications	2.28	Provide information; make applications for and conduct negotiations in connections with local authority, government or other grants.

Negotiations

Planning applications: exceptional negotiations	2.29	Conduct exceptional negotiations with a planning authority.
Planning appeals	2.30	Prepare and submit an appeal under planning acts; advise on other work in connection with planning appeals.
Building regulations: exceptional negotiations	2.31	Conduct exceptional negotiations for approvals under building acts or regulations; negotiate waivers or relaxations.
Landlord's approvals	2.32	Submit plans of proposed building works for approval of landlords, mortgagors, freeholders or others.
Rights of owners & Lessees	2.33	Advise on the rights and responsibilities of owners or lessees including the rights of light, rights of support, and lessees rights of way; provide information; undertake any negotiations.
Party walls	2.34	Provide services in connection with party wall negotiations.
Litigation and Arbitration	2.35	Prepare and give evidence; settle proofs; confer with solicitors and counsel; attend court and arbitrations; appear before other tribunals; act as arbitrator.

Administration and management of building projects

Site staff	2.36	Provide site staff for frequent or constant inspection of the works. Such staff may include are resident architect or a clerk of works. The appointment of a clerk of works will be on the recommendation of the architect. The clerk of works will be employed and paid by the employer and will report to the architect.
Design and build contracts	2.38	Provide services to the client, whether employer or contractor, in carrying out duties under a design and build contract.
Separate trades Contracts	2.39	Provide services in connection with separate trades contracts; agree a programme of works; act as coordinator for the duration of the contracts.
Direct labour	2.40	Provide services in connection with labour employed directly by the client; agree a programme of work; co-ordinate the supply of labour and materials; provide general supervision; agree the final account.
As built drawings	2.41	Provide specially prepared drawings of a building 'as built'.
Maintenance Manuals	2.42	Compile maintenance and operational manuals; incorporate information prepared by other consultants, specialist contractors, sub-contractors and suppliers.
Maintenance	2.43	Prepare a programme for the maintenance of a building; arrange maintenance Contracts.

Services normally provided by consultants

Consultants' services

2.44

Provide such services as:

- a Quantity surveying
- b Structural engineering
- c Mechanical engineering
- d Electrical engineering
- e Landscape and garden design
- f Civil engineering
- g Town planning
- h Furniture design
- j graphic design
- k Industrial design
- l Interior design

Where consultants' services are provided from within the architect's own office or by consultants in association with the architect it is recommended that fees be in accordance with the scales of charges of the relevant professional body.

Consultancy services

Consultant architect 2.45

Provide services as a consultant architect on a regular or intermittent basis.

Part 3 Conditions of engagement

This part describes the condition which normally apply to an architect's appointment. If different or additional conditions are to apply, they should be set out in the Schedule of Services and Fees or letter of appointment.

Duty of care	3.01	The architect will exercise reasonable skill and care in conformity with the normal standards of the architect's profession.
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Architect's authority

Authority	3.02	The architect will act on behalf of the client in the matters set out or implied in the architect's appointment; the architect will obtain authority of the client before initiating any services or work stage.
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Variation of service	3.03	The architect shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the client, except if found necessary during construction for constructional reasons in which case the architect shall inform the client without delay.
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Variation of cost or time	3.04	The architect will inform the client if the total authorized expenditure or the building contract period is likely to be materially varied.
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Consultants

Nomination of Consultants	3.05	Consultants may be nominated by either the client or the architect, subject to acceptance by each party.
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Consultants employed by the client	3.06	Where the client employs the consultant, either directly or through the agency of the architect, the client will hold each consultant, and not the architect responsible for the competence, general inspection and performance of the work entrusted to that consultant; provided that in relation to the execution of such work under the contract between the client and the contractor nothing in this clause shall affect any responsibility of the architect for issuing instructions for other functions ascribed to the architect under that contract.
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Co-ordination of consultants' services	3.07	The architect will have the authority to co-ordinate and integrate into the overall design the services provided by any consultant, however employed.
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Contractors, sub-contractors and suppliers

Design work by specialist contractor, sub-contractors and suppliers	3.08	A specialist contractor, sub-contractor or supplier who is to be employed by the client to design any part of the works may be nominated by either the architect or the client, subject to acceptance by each party. The client will hold such sub-contractor or supplier, and not the architect, responsible for competence, proper execution and performance of the work thereby entrusted to that contractor, sub-contractor or supplier. The architect will have the authority to co-ordinate and integrate such work into the overall design.
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Responsibility of the contractor	3.09	The client will employ a contractor under a separate agreement to undertake construction of other works. The client will hold the contractor, and not the architect, responsible for contractor's operational methods and for the proper execution of the work.
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Site inspection

Inspection	3.10	The architect will visit the site at intervals appropriate to the stage of construction to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the contract documents. The architect will not be required to make frequent or constant inspections.
Site staff: Clerk of Works	3.11	Where frequent or constant inspection is required a clerk or clerks of works will be employed. They may be employed either by the client or the architect and will in either event be under the architect's direction and control - see clause 2.36.
Site staff Resident architect	3.12	Where frequent or constant inspection by the architect is agreed to be necessary, a Resident Architect may be appointed by the architect on a part or full time basis.

Client's instructions

Information from the client	3.13	The client will provide the architect with such information and make such decisions as are necessary for the proper performance of the agreed service.
Client's Representative	3.14	The client, if a firm or other body of persons, will, when requested by the architect, nominate a responsible representative through whom all the instructions will be given.

Copyright

Copyright	3.15	Copyright in all documents and drawings prepared by the architect and in any works executed from those documents and drawings shall, unless otherwise agreed, remain the property of the architect.
Copyright entitlement	3.16	<p>The client, unless otherwise agreed, will be entitled to reproduce the architect's design by proceeding to execute the project provided that:</p> <ul style="list-style-type: none">a the entitlement applies to only to the site (or part site) to which the design relates; andb the architect has completed work stage D or has provided detail design, and production information in work stages E, F and G; andc any fees due to the architect have been paid or tendered. <p>This entitlement will also apply to the maintenance, repair and renewal of the works.</p>
Entitlement restrictions	3.17	Where an architect has not completed stage D, or where the client and the architect have agreed that clause 3.16 shall not apply, the client may not reproduce the design by proceeding to execute the project without the consent of the architect and payment of any additional fee that may be agreed in exchange for the architect's consent.
Limited services	3.18	The architect shall not unreasonably withhold his consent under the clause 3.17 but where his services are limited to making and negotiating planning applications he may withhold his consent unless otherwise determined by an arbitrator appointed under clause 3.26.

Assignment

Assignment	3.19	Neither the architect nor the client may assign the whole or any part of his duties without the other's written consent.
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Suspension and termination

Suspension of services: Force majeure	3.20	The architect will give immediate notice in writing to the client of any situation arising from force majeure which makes it impracticable to carry out any of the agreed services, and agree with the client a suitable course of action.
Suspension of services: Client	3.21	The client may suspend the performance of any or all of the agreed services by giving reasonable notice in writing to the architect.
Resumption of services	3.22	If the architect has not been given any instructions to resume any suspended service within six months from the date of suspension the architect will make written request for such instructions which must be given in writing. If these have not been received within 30 days of the date of such request the architect will treat the appointment as having been terminated upon the expiry of the 30 days.
Termination	3.23	The architect's appointment may be terminated by either party on the expiry of reasonable notice given in writing.
Death or incapacity of architect	3.24	Should the architect through death or incapacity be unable to provide the agreed services, the appointment will thereby terminated. In such an event the client may, on payment or tender for all outstanding documents prepared by the architect in accordance with and for use under the agreement, but only for the purpose for which they were prepared.

Settlement of disputes

Opinion on a joint statement	3.25	<p>Any difference or dispute arising on the fees charged may be, by agreement between the parties be referred to the FAA or the Registrar of Architects for an opinion provided that:</p> <ul style="list-style-type: none">a the member's appointment is based on this document and has been agreed and confirmed in writing; andb the opinion is sought on a joint statement of undisputed facts andc the parties undertake to accept the opinion as final and binding upon them.
Arbitration	3.26	any difference or dispute arising out of the appointment which cannot be resolved in accordance with clause 3.25 shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request of either party has given to the other a written request to occur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the FAA or the Registrar of Architects, provided that in a difference or dispute arising out of provisions relating to copyright, clauses 3.15 to 3.18 above, the arbitrator shall unless otherwise agreed, be an architect.
By agreement	3.27	Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

Governing laws

Fiji	3.28	The application of these conditions shall be governed by the laws of Fiji.
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Part 4

Fees and Expenses

This part describes the methods of calculating fees for the architect's services and expenses. Fees shall be based on a percentage of the total construction cost or on the time expended, or may be a lump sum. This part should be read in conjunction with parts 1, 2 and 3.

Percentage fees

New works	4.01	The percentage fee scale are for use where the architect's appointment for the Basic Services described in Part 1 for new works having a total construction cost between \$50,000 and \$10,000,000. Where the total construction cost is less than \$50,000 or more than \$10,000,000 client and architect should agree an appropriate fee based at the time of appointment.
Percentage fees	4.02	Percentage fees are based on the total construction cost of the works; on the issue of the final certificate fees should be calculated on the total construction cost.
Total construction	4.03	<p>Total construction cost is defined as the cost, as certified by the architect, of all works including site works executed under the architect's direction , subject to the following:</p> <ul style="list-style-type: none">a The total construction cost includes the cost of all the work designed by consultants and coordinated by the architect, irrespective of whether such work is carried out under separate building contracts for which the architect may not be responsible. The architect will be informed of the cost of any such separate contracts.b The total construction cost does not include specialist subcontractors' design fees for work on which consultants would otherwise have been employed. Where such fees are not known, the architect will estimate a reduction from the total construction cost.c For the purpose of calculating the appropriate fee, the total construction cost includes the actual or estimated cost of any work executed which is excluded from the contract but otherwise designed by the architect.d The total construction cost includes the cost of built-in furniture and equipment. Where the cost of any special equipment is excluded from the total construction cost, the architect may charge additionally work in connection with such items.e Where any material, labour or carriage is supplied by a client who is not the contractor, the cost will be estimated by the architects as if it were supplied by the contractor, and included in the total cost.f Where the client is contractor, a statement of the ascertained gross cost of the works may be used in calculating the total construction cost of the works. In the absence of such statements, the architect's own estimate will be used. In both a statement of the ascertained gross cost and an architect's estimate there will be included an allowance for the contractor's profit and overhead.
Classification of buildings	4.04	Buildings are divided into five classes for fee calculation purposes. For guidance only the building types most likely to fall into each class are shown in Figure 1.

Repetition

Repetition	4.05	The classification of buildings in figure 1 takes account of reduced design work arising from the nature of the building.
Repeated buildings	4.06	Where a building is repeated for the same client the recommended fee for the superstructure may be reduced by negotiation. However the Contract Administration fee for each building will remain the same as for a single building.
Identical Compartments	4.07	Where a single building incorporates a number of identical compartments such as floors or complete structural bays the recommended fee may be reduced on all identical compartments in excess of ten.
Fee reduction	4.08	Reduction should be made by waiving the fee for work stages E – G where a complete design can be reused without modification other than the handing or mirroring of a plan.

Time Charge fees

Time charges: Principals and Technical staff	4.09	Time charges are based on hourly rates for principals and other technical staff. In assessing the hourly rate all relevant factors should be considered, including the complexity of the work, the qualifications, experience and responsibility of the architect, and the character of any negotiations. Hourly rates for principals shall be agreed. The hourly rate for technical staff should be not less than 15 cents per \$100 of gross annual income.
Technical staff	4.10	The technical staff are defined as architectural and other professional and technical staff, where the architect is responsible deducting PAYE and FNPf contributions from their salaries on behalf of the Inland Revenue Department and the National Provident Fund.
Gross annual Income	4.11	Gross annual income includes bonus payments plus the employers' share of contributions towards FNPf, pension and private medical schemes and other emoluments such as car and accommodation allowances.
Contract staff	4.12	Where staff are provided by an agency hourly rates shall be agreed.
Site staff	4.13	Where site staff are employed by the architect hourly rates shall be agreed (see 2.36)
Secretarial and administrative staff	4.14	Unless otherwise agreed no separate time charges will be made for secretarial staff or staff engaged on general accountancy or administrative duties.
Architect's records	4.15	The architect will maintain records of time spent on services performed on a time basis. The architect will make such records available to the client on reasonable request.

Lump sum fees

Lump sum fee	4.16	The architect may agree with the client to charge a lump sum fee for of the services described in parts 1 and 2 in appropriate circumstances, example where: a the client's requirements are provided in a form such that the architect is not obliged to undertake any additional preparatory work;
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- b the full extent of the service can be determined at the time of appointment; and
- c the architect's services can be completed within an agreed period.

Works to existing buildings

Alteration or Extensions	4.17	The percentage fee scales are for use where the architect's appointment is for the Basic Services described in part 1 for alterations or extensions to an existing building.
Extensions substantially independent	4.18	Where extensions to existing buildings are substantially independent, percentage fees should be as based on figure 1 for new works, but the fee for those sections of the works which may marry existing buildings to the new should be charged separately as Figure 1 for existing works applicable to an independent commission of similar value.
Repair and restoration work	4.19	Where the architect's appointment is for repair and restoration work fees should be on a time basis; alternatively a percentage fee may be agreed.
Historic or listed Buildings	4.20	Where the architect's appointment is in connection with works to a building of architectural or historic interest, or to a building in a conservation area, higher fees may be charged.

Compounding of fees

Compounding of Fees	4.21	By agreement the percentage or lump sum fee may be compounded to cover all or any part of the architect's services and expenses. This fee shall not be less than the fee calculated in accordance with the percentage basis schedule (Figs 1 & 2) plus cost of specialist services.
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Interim payments

Fee installments	4.22	Fees and expenses should be paid in installments either at regular intervals or on completion of work stages of the Basic Services (Part 1).
Fee appointment	4.23	Where interim payment of percentage or lump sum fees is related to completion of work stages of the Basic Services the recommended appointment is as follows:

	Work stage	Proportion of fee	Cumulative total
	Work stage C	Outline proposals	15%
	Work stage D	Scheme design	20%
	Work stage E	Detail design	20%
	Work stage F & G	Production information	20%
	Work stage H J K & L	Tender action to completion	25%
			100%

Fees in respect of work stages E to L Should be paid in proportion to the work completed or the value of the works certified from time to time. Interim payments should be based on the current estimated cost of the works. The apportionment of fees is a means of assessing interim payments and does not necessarily, reflect the amount of work completed in any work stage. By agreement an adjustments in the apportionment may be made.

Partial services

Partial services	4.24	The architect may be required to provide part only of the Basic Services (Part 1). In such cases the architect will be entitled to a commensurate fee.
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Work done by	4.25	Where the work is to be done by or on behalf of the client, resulting in the omission of part of work stages C to L, or a sponsored constructional method is to be used, a commensurate. Reduction in the percentage fee may be agreed. In assessing the reduction, due account should be taken of the need for the architect to be come thoroughly familiar with the work done by others, and a familiarisation fee will be charged for this work.
Partial service	4.26	All percentage fee for partial services should be based on the architect's current estimate of the total construction cost of the work. Such estimates may be based on an accepted tender or, subject to the following, on the lowest of unaccepted tenders. Where partial services are provided in respect of works for which the executed cost is not known and no tender has been accepted, percentage fee should be based either on the architect's estimated total construction cost or on the most recent cost limit agreed with the client, whichever is the lower.
Alternative fee	4.27	Fees for partial service may alternatively be on a time or lump sum basis as described in 4.21 above.

Suspension, resumption and termination

Fees on suspension	4.28	On suspension or termination of the architect's appointment the architect will be entitled to fees for work completed at that time. Fees will be charged on a partial services basis.
Termination		
Reimbursement during suspension	4.29	During such period of suspension the architects will be reimbursed by the client for all expenses and disbursement necessarily incurred under the appointment.
Fees on resumption	4.30	On the resumption of a suspended service within six months, previous payments will be regarded solely as payments on account towards the total fee.
Reimbursement on Termination	4.31	where the architect's appointment is terminated by the client the architect will be reimbursed by the client for all expenses and disbursement necessarily incurred in connection with the work then in progress and arising as a result of the termination.

Expenses and disbursements

Expenses and disbursements	4.32	<p>In addition to the fees charge the architect will be reimbursed for all expenses and disbursements properly incurred in connection with the appointment, including:</p> <ul style="list-style-type: none"> a printing, reproduction or purchase costs of all documents drawing, maps, models, photographs and other records including all those used in communication between architect, client, consultant and contractors and for enquiries to contractors, sub-contractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned, except that contractors will pay for any prints additional to those to which they are entitled to under the contract. The architect shall supply up to three sets of all precontract documents and up to six sets of all contract documents free of charge. b Hotel and traveling expenses, including mileage, allowance for car at rates stated in the Schedule of Service and Fees and other similar disbursements. c All payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff including the time and expenses of interviews and reasonable expenses for interview. d Fees and other charges for specialist professional advice, including legal advice, which have been incurred by the architect with the specific authority of the client.
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- e The cost of postage telephone charges, telex messages, cable, facsimile, air freight and courier services.
- f Rental and hire charges for specialist equipment, including computers, where required and agreed by the client.
- g Where work charged on percentage fee is at a distance more than 25km from the architects' office than additional time charges may be made at 60% of the time charged rate set out in the schedule attached hereto.

Records	4.33	The architect will maintain records of all such expenses and disbursements and will make this record available to the client on the reasonable request.
Compounding of Expenses	4.34	Expenses and disbursements may by agreement estimated was standardized in whole or in part, or compounded for an increase in percentage or lump sum fee.
Payment of Statutory fees	4.35	The client will pay all fee in respect of application under planning and building acts and other statutory requirements.

Variations

Variations of fees	4.36	Where the score of the architect's services is varied fees shall be adjusted accordingly.
Extra work and Expenses	4.37	Where the architect is involved in extra work and expenses for reasons beyond the architect's control additional fees are due. Any of the following is likely to involve the architect in extra work and expenses. <ul style="list-style-type: none"> a The need to revise reports, drawings, specifications or other documents due to changes in interpretation or enactment or revision of laws, statutory or other regulations. b Changes in the client's instructions, delays by the client in providing information. c Delays in the building contract operations; delays resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers. d Any other cause beyond the architect's control.

Registered charities

4.38	The scale of charges for architectural services to Fiji registered charities may be negotiated.
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Retainer

Retainers	4.39	The architect may at his discretion require of at least 10% of the estimated total fee before he proceeds with the commission. Such as a payment shall be by way of guarantee and shall form part of the total fee for the commission.
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Penalties for Late Payment of Fees

Late payment	4.40	Fees and expenses are due within 30 days of date of receipt of the architects account. Late payment shall attract interest compounded monthly at current minimum commercial overdraft rates.
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Figure 1 Classification of Buildings

Type	Class 1	Class 2	Class 3	Class 4	Class 5
Industrial	storage sheds	Speculative Factories and Warehouses Assembly and Machine Workshops Transport garages	Purpose-built factories and warehouses Filling stations Showrooms		
Agricultural	Sheds & Stables	Animal breeding units			
Commercial and	Speculative shops Single-storey car parks	Speculative offices Multi-storey car parks	Supermarkets Banks Purpose-built offices	Dept. stores Shopping centers Food processing units Breweries Telecoms and computer accommodation	High risk research Production buildings Recording studios
Community		Communal halls	Community centers Broadcasting stations Bus stations Post Offices Branch Libraries Ambulance and Fire stations Police stations Prisons	Civic centers Churches Crematoria Concert halls Special Libraries Museums Art galleries Magistrates courts	Theatres Cinemas Crown and high courts
Residential		Dormitory Hostels	Apartments or flats	Hotels Resorts	Houses for individual Clients
Education			Primary Schools Kindergartens	Other schools including middle and Secondary University complexes	University laboratories
Recreation			Sports centers Squash courts Swimming pools		
Medical & social services surgeries			Clinics Homes for the Elderly	Health centers Accommodation for the disabled General hospital Complexes Surgeries	Teaching hospitals Hospitals labs Dental

Figure 2

Percentage fee scales

Construction cost

up to \$50K	up to \$100K	up to \$200K	up to \$500K	up to \$1M	up to \$2M	up to \$5M	up to \$10M	over \$10M
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Scale number

1	2	3	4	5	6	7	8	9
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New buildings

Class 1	6.70%	6.10%	5.60%	5.20%	5.00%	4.90%	4.85%	4.82%	4.80%
Class 2	7.25%	6.60%	6.08%	5.68%	5.45%	5.35%	5.28%	5.25%	5.23%
Class 3	7.25%	7.15%	6.60%	6.15%	5.90%	5.75%	5.70%	5.67%	5.67%
Class 4	8.50%	7.70%	7.12%	6.63%	6.36%	6.25%	6.20%	6.17%	6.15%
Class 5	9.15%	8.30%	7.67%	7.14%	6.87%	6.74%	6.65%	6.62%	6.60%

Existing buildings

Class 1	10.65%	9.55%	8.65%	7.75%	7.35%	7.10%	6.90%	6.85%	6.75%
Class 2	11.60%	10.40%	9.40%	8.45%	8.00%	7.70%	7.50%	7.45%	7.35%
Class 3	12.55%	11.25%	10.20%	9.15%	8.65%	8.35%	8.15%	8.05%	8.00%
Class 4	13.60%	12.25%	11.10%	9.90%	9.40%	9.05%	8.80%	8.75%	8.65%
Class 5	14.70%	13.20%	11.95%	10.75%	10.15%	9.80%	9.55%	9.45%	9.40%

Calculation of fees

The fees percentage shall be selected by choosing the highest cost scale within which the construction cost of the project fits and then selecting new or existing building and the class of building accordingly.

Example 1

When the construction cost corresponds exactly with the upper end of a cost of scale the fee is simply the relevant percentage for a given class of building:

Existing building

Class 2	Construction cost is	\$200,000
Thus \$200,000 at 9.40%	=	\$18,800
Total fee is therefore		\$18,800

Example 2

When the construction cost falls between cost scales, for example \$450,000 falls between scales 3 and 4, the fee is calculated by the following method:

New building

Class 3	Construction cost is	\$450,000
1 Apply the relevant percentage to the lower cost scale:		
Scale 3 - \$200,000 at 6.60%	=	\$13,200
2 The balance is charged at the percentage of the upper cost scale 4:		
\$450,000 - \$200,000 = \$250,000 at 6.15%	=	\$15,375
Total fee is therefore		\$28,575

Memorandum of agreement

Between the Client and Architect for use with the Conditions of Engagement of The Fiji association of Architects

This Agreement

is made on the _____ day of _____ 20 _____

between _____

of _____

(hereinafter called the 'Client')

and _____

of _____

(hereinafter called the 'Architect')

Now it is hereby agreed

That upon the conditions in part 3 and 4 of the FAA Conditions of Engagement (1993 Edition), a copy of which is attached hereto, save as excepted or varied by the parties hereto in the attached Schedule of Services and Fees, and subject to any special conditions set out or referred to in the Schedule:

- 1 the Architect will perform, for the Client the Service listed in the Schedule in respect of the project known as

(insert description of project)

at _____

(insert location of project)

- 2 the client will payment the architect on demand for the service, fees and expenses indicated in the Schedule,
- 3 consultants will be appointed as indicated in the Schedule;
- 4 site staff will be appointed as indicated in the Schedule;
- 5 any difference or dispute arising out this agreement shall be referable to arbitration in accordance with clause 3.26 of the above mentioned FAA Conditions of Engagement.

As Witness the hands of the parties the day and year first above written:

Signatures

for and on behalf of

for and on behalf of

(Client)

(Architect)

Witnesse

(Name)

(Name)

(Address)

(Address)

(Occupation)

(Occupation)

Schedule of services and fees

Referred to in the Memorandum of Agreement dated _____ 20 _____

between _____

(Client)

and _____

(Architect)

for the project known as _____

(insert description of project)

Unless otherwise stated the services listed in S1, the Conditions of Engagement (1993 Edition) issued by the Fiji Association of Architects. Clause references relate to that document.

S1

Services

Services

Preliminary services

Clause

Fee basis

Clause

Basic Services

Other services

S2

Special Conditions

Insert any conditions other than those in parts 3 & 4 which are to apply to the appointment

S3

Conditions not to apply

Insert any conditions in parts 3 & 4 which are **not** to apply to this appointment

S4

Percentage fees

Fees based on a percentage of the total construction cost shall be calculated as defined in Clause 4.03 of the Conditions of Engagement including nominated consultants as follows:

S5

Lump sum fees

Lump sum fees shall be as follows

S6

Interim payments

Interim payments for percentage and lump sum fees shall be paid monthly/quarterly/half yearly*

paid at completion of work stages as follows:*

Work stage	Proportion of fee	Cumulative total
Work stage C	Outline proposals	
Work stage D	Scheme design	
Work stage E	Detail design	
Work stage F & G	Production information	
Work stage H J K & L	Tender action to completion	

Notwithstanding these, fees in respect of work stages E, F G and H J K L shall be paid in installments proportionate to the drawings and other work completed or certified.

S7

Time charge fees

Rates for charged on a time basis shall be

For principals _____ per hour

For staff _____ cents per \$100 of gross annual income for office based staff

_____ cents per \$100 of gross annual income for site based staff

Adjustments in the above rates shall be made at intervals of not more than 12 months on the following basis:

S8

Expenses and disbursements

The fees charged in accordance with S1 and S4 to S7 above are inclusive of all expenses and disbursements.*

or

Expenses and disbursements shall be charged in accordance with Part 4 clauses 4.32 to 4.34.*

Mileage rates shall be:

Adjustments in the above rates shall be made at intervals of more than 12 months on the following basis:

* delete whichever is inapplicable

S9 Consultants

The following consultants shall be appointed by the client:

S10 Site Staff

The following site staff shall be appointed:

By the client:

By the architect:

Signed

Signatures

For and on behalf of

for and on behalf of

(Client)

(Architect)

Date