



**ARCHITECTS' ASSOCIATION OF NEW BRUNSWICK  
GENERAL BY-LAWS 16, 17, 18**

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**16. THE PROFESSIONAL RELATIONSHIP**

16.1 General

- (a) The selection of an architect is one of the most important decisions a client makes when undertaking a building project. In this decision he/she selects a professional, conversant with current building construction practices and procedures, upon whose ability the success of the project depends. For this reason, the prudent client will make his/her selection based upon a careful evaluation of suitability.
- (b) This document describes the professional services offered by an architect, the fee recommended for these services, and the conditions relating to his/her engagement.
- (c) The fees stated in the schedule have been established as the fees necessary for the provision of the proper standard of services by an architect under normal circumstances. The fees are those recommended for normal services and are subject to change when the nature of the project, the scope of services or the type and extent of the construction contracts so indicate.

16.2 Professional Conduct

The architect practices his/her profession by virtue of the responsibilities and rights conferred upon him/her by Provincial law, the New Brunswick Architects Act 1987 and the By-Laws of the Architects' Association of New Brunswick. Any breach of the established ethical standards by an architect can lead to his/her membership being cancelled or suspended. Members of the public may obtain copies of the Architects Act and By-Laws of the Architects' Association of New Brunswick from the Executive Director, Architects' Association of New Brunswick.

16.3 Agreement Between Client and Architect

- (a) The services of an architect are rendered most effectively when a definite understanding exists between the client and the architect regarding their respective involvement. It is essential that the architect fully explains his/her duties, responsibilities, obligations and ultimate liability in undertaking the work and also the expected involvement of the client. This commences with a written contractual agreement which should include all items mutually agreed to. Formal agreements based on recognized standards are preferable and the "Canadian Standard Form of Contract for Architectural Services, Document Six" issued by the Royal Architectural Institute of Canada is recommended.
- (b) The expense of any additional professional liability insurance requested by the client in excess of that carried by the architect shall be charged to the client as a disbursement.

16.4 Architects Services and Responsibilities

- (a) The basic professional services of an architect are outlined in Article 2 of Canadian Standard Form of Contract for Architectural Services, Document Six.
- (b) The fees for these normal services are stated in SCHEDULE OF RECOMMENDED FEES – APPENDIX "A" of this document. These fees are to be calculated as a percentage of the construction cost of the building. The Schedule of Fees provides for variations in the size and complexity of buildings by reducing the percentage fee as the size of the building increases and as the relative complexity of the design decreases. For this purpose the Schedule is divided into categories of building types and the divisions of building costs. The fee applicable to any building type of any cost can be read directly from the schedule. The building types which fall into each category are listed in By-law 17(1)(f).



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16.4 Architects Services and Responsibilities

- (c) It is presumed the client has detailed knowledge of his/her building requirements, of the site, of all physical and legal matters relating to the site, and will provide his/her architect with a definite statement of requirements enabling the architect to proceed directly with the basic services as set out in Article 2 of the "Canadian Standard Form of Contract for Architectural Services, Document Six."

16.5 Additional Services of the Architect

- (a) Because of the requirements of contemporary conditions of planning and design, the client should give consideration to retaining the architect for additional services on a wider basis than set out in Article 2, Section 2.1 – Architect's Basic Services, of the Canadian Standard Form of Contract for Architectural Services, Document Six. The scope of these additional services will vary depending upon the nature and complexity of the individual project and the client's own planning and development capabilities.
- (b) Specific additional services which the architect can provide are listed in Article 2, Section 2.4, of the Canadian Standard Form of Contract for Architectural Services, Document Six. While the architect might not himself/herself perform some of these additional services, he/she may act as adviser or agent to the client in procuring and co-ordinating these services. In this manner he/she can assist the client in assuring the required quality, total design control and co-ordination necessary for unified results.
- (c) While it falls into the area of the client's responsibility, it is usually desirable for the architect to assist the client in preparing the statement of requirements of the Canadian Standard Form of Contract for Architectural Services, Document Six, as an additional service. The identification, definition and analysis of such factors as land assembly, the financing of construction and the operations to be housed often affect whether a project will be undertaken as well as the nature of its design and construction. The architect should be a party to these considerations.
- (d) The information on the physical and legal aspects of the property which the client is required to provide to the architect is listed in Article 2.3 of the Canadian Standard Form of Contract for Architectural Services, Document Six. If the client does not have this information available, the architect will arrange to provide this as a refundable disbursement. The extent of the architect's involvement in additional services cannot, in most cases, be estimated in advance. It is therefore recommended that the architect be remunerated for these services on a time basis.

16.6 Client Responsibilities

The information that the client is required to provide to the architect and other responsibilities are outlined in Article 2.3 of the Canadian Standard Form of Contract for Architectural Services, Document Six.

16.7 Consultants

- (a) The continuing objective of the architectural profession is to produce a better physical and social environment. Consultants represent a valuable resource towards this objective to the extent that their specialized experience and knowledge supplement that of the architect.
- (b) The normal services of a structural engineer, a mechanical engineer, and an electrical engineer are included in the basic services, and the architect will co-ordinate the work of these professionals as part of his/her basic service.



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### 16.7 Consultants

- (c) Increasingly, the services of other specialist consultants may be desirable to advise on particular aspects of use or function of a range of building conditions. These services might include, for example, specialists in such fields as costing, acoustics, food services or stage equipment. When the project requires the services of specialist consultants, and the work covered by these specialist consultants is not included in the total cost of the work the fee for such consultants shall be paid by the client. In addition, a fee shall be paid to the architect for co-ordination of the specialist consultants.
- (d) When the fee of the specialist consultant is to be paid by the architect, the client shall reimburse the architect for that fee and in addition a fee shall be paid to the architect for co-ordination of the specialist consultant's work. The fee for co-ordination shall not be less than 25% of the fee paid to the specialist consultant.
- (e) The architect carries professional responsibility for the design, preparation of construction documents, administration of the building contracts and for field services during construction of the project, as outlined in Article 2, of the Canadian Standard Form of Contract for Architectural Services, Document Six. To discharge these responsibilities properly, to centralize design authority and to facilitate communications between the client and the design group, the architects should have responsibility for the overall co-ordination and administration of all consultants, throughout the entire project. Matters pertaining to the use of consultants should be agreed to between client and the architect at the outset of the project.
- (f) For projects in every Category, where the architect is required by the owner to work with consultants retained and paid directly by the owner, it is recommended that the architect retain responsibility to co-ordinate the input of the consultants, and that he/she be reimbursed for this service by payment of a fee equal to 25% of the fee paid to the consultants whose work is to be co-ordinated. The architect's fee shall be reduced in relation to the value of the work designed by the consultants.
- (g) The fees indicated in SCHEDULE OF RECOMMENDED FEES – APPENDIX "A" are for full basic services (refer to Appendix C – Sequence of Services), inclusive of architectural as well as structural, mechanical and electrical engineering services. (Dated January 7<sup>th</sup>, 2011).

## **17. FEES**

### 17.1 Determination of Basic Fee

#### (a) Percentage of Cost

- (1) The architect's basic fee is calculated as a percentage of the CONSTRUCTION COST OF THE WORK. The term "construction cost of the work" means; "the total expenditure required for completion if construction takes place." If construction does not take place, the construction costs of the work is which ever is lower – the agreed upon budget or the lowest bona fide tender. Construction cost of the work includes permit fees and all applicable taxes, whether such taxes are recoverable or not. Construction cost also includes all permanent fittings necessary for occupancy, the contractor's overhead and profit and the profit and expenses paid for any construction management services.



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17.1 Determination of Basic Fee

(a) Percentage of Cost

- (2) The construction cost DOES NOT include the architect's fees and disbursements, those of consulting engineers or specialists, nor the salaries of the client's technical site personnel. If labour or materials are supplied at lower than current retail prices, or if second-hand materials are used, the cost for all materials and labour required to complete the project is calculated as if all materials employed were new and all labour and materials paid for at rates prevailing when the project construction was undertaken.
- (3) The construction cost DOES NOT include the cost of machinery or equipment related to the specific use of the building, such as those required for production, manufacturing, treatment or processing, where the architect is not required to design or specify or co-ordinate the installation of the items.
- (4) When the construction of a project is built by sequential tendering under the guidance of a project construction manager, or if a normal lump sum contract is replaced by another form of contract such as project construction management, the total remuneration paid to the construction manager is considered as part of the cost of the project and as such is included in the construction cost for the calculation of the fee payable to the architect.
- (5) In the event that a client appoints an overall project manager, the fee payable is not considered to be included in the cost calculation of the fee payable to the architect.

(b) Project Categories

- (1) A building generally will fall into one of the categories in By-law 17(1)(f) according to its type and complexity. Buildings not listed in any of these categories belong in the category to which they most closely relate.
- (2) In the event of a substantial change in the degree of complexity of certain buildings, their classification should be modified jointly by the client and the architect. Should disagreement arise on the classification of a given project, the Architects' Association of New Brunswick is available to advise on a proper classification with regard to the established categories.

(c) Fee from One Division to the Next

The initial basic fee calculation is arrived at by taking estimated construction costs for the building category and complexity and selecting a division within which this falls. Should for any reason the actual final construction cost of the project cause the division on which the initial fee calculation was based to change either upwards or downwards, then the final fee for the work shall be calculated to reflect the recommended fee for the division in which the final construction cost occurs.

(d) Termination of the Contract

In the event the agreement between the client and the architect is terminated by either party, the client is required to pay the architect for the portion of the work which the architect has carried out. In turn, the client is entitled to copies of all drawings, specifications and documents pertaining to work which the architect carried out and for which the client has paid. For limitations on the use of the documents in such circumstances, see Article 3.5 of the Canadian Standard Form of Contract for Architectural Services, Document Six.



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17.1 Determination of Basic Fee

(e) Architects' Copyright

All drawings, specifications and document prepared by the architect are instruments of service for carrying out a project. The architect retains his/her copyright of these drawings, specifications and documents, which may not be used for any other project without the written consent of the architect. See Article 3.1 of the Canadian Standard Form of Contract for Architectural Services, Document Six.

(f) Building Category/Complexity Classifications

The level of the architect's services and the resultant fee increase with the complexity of each type of building and decreases with the overall construction cost of the building. Typical building categories with their respective levels of complexity are:

**Note:** S = Simple; A = Average; C = Complex where:

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

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

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

CATEGORY		BUILDING TYPE	COMPLEXITY
1	1.1	Warehouse (10% maximum office areas but not to exceed 600 sq.m. gross floor area)	S
	1.2	Barn, Stable, Storage Building, Shed, Kennel, Animal Shelter	S
	1.3	Self-Service Storage Building	S
2	2.1	Multiple Unit Residential Building (Apartment, Condominium, Dormitory, Townhouse, etc.)	A
	2.2	Summer Camp, Park Building	A
3	3.1	Armed Forces Base, Barracks, Armoury, Drill Hall, Aircraft Hanger	A
	3.2	Bowling Alley, Dance Hall	A
	3.3	Motel and Apartment Hotel	A
	3.4	Marina, Recreational Pier	A
	3.5	Maintenance Building, Service Garage, Service Station, Car Dealership	A
	3.6	Commercial or Administrative Office Building, shell only <b>excluding</b> tenant fit-up	A
	3.7	Mercantile Buildings for Business and Personal Services including Store, Shop, Barber and Hairdressing Shop, Supermarket, Shopping Centre, Department Store, but <b>excluding</b> tenant layouts	A
	3.8	Student or Institutional Residence, Senior Citizens' Apartment	A
	3.9	School – Kindergarten and Elementary School	A
	3.10	Industrial Building (such as light manufacturing)	A
	3.11	Specialized Agricultural Building (e.g. dairy barn, swine operation, poultry laying house)	A
	3.12	Resort Building (Building Shell Only)	A



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CATEGORY	BUILDING TYPE		COMPLEXITY
4	4.1	School – Junior, Middle and Senior High School	A
	4.2	Post Office and Financial Customer Service Centre (such as Bank Branches)	A
	4.3	Grandstand, Stadium	A
	4.4	Convention Hall, Exhibition Building	C
	4.5	Manufacturing, Processing or Specialized Storage Facility	C
	4.6	Dry Cleaning Establishment, Laundry	A
	4.7	Dairy and Creamery, Distillery	C
	4.8	Specialized Housing including high-level residential support, Retirement Facility, Shelter for Homeless, Shelter for Women	A
	4.9	Animal Clinic	A
	4.10	Police Station, Fire Station, Ambulance Facility	C
	4.11	Hotel, Complex Motor Hotel	A
	4.12	Club: Town, Country, Sports, Health	A
	4.13	Community Centre	A
	4.14	Freestanding Parking Structure	A
5	5.1	Pedestrian Link Bridges	S
	5.2	Freight Handling Terminal, Special Maintenance Garage, Aircraft Hanger	A
	5.3	Amusement Park Building	S
	5.4	Telephone Equipment Building, Secure Server Building, Emergency Operations Centre	A
	5.5	Swimming Pool, Ice Arena, Recreation Building, Physical Education Building, Gymnasium	A
	5.6	Zoo, Animal Hospital, Botanical Gardens	A
	5.7	Licensed Day Care	A
	5.8	University or College non-technical Classroom Building, and Vocational High School	A
	5.9	Cemetery Chapel, Mausoleum, Crematorium	A
	5.10	Funeral Home	A
	5.11	City Hall, Town Hall	A
	5.12	Museum (exhibition hall as shell, non-complex program without environmental conditions)	A
	5.13	Restaurant, Licensed Beverage Establishment	A
	5.14	Church, Place of Worship, Monastery, Convent	A
	5.15	Long Term Care Facility, Special Care Facility such as a Group Home	A
	5.16	Minimum Security Detention Facility	A
6	6.1	Facility for High-level Medical Care for active diagnostic and acute treatment, Chronic Care Facility, Mental Health Facility and Rehabilitation Facility	C
	6.2	Medical Research Facility	C
	6.3	Communications Building, Radio or TV Facility, Studio, Computer Centre	C
	6.4	Science Building	C
	6.5	Laboratory	C
	6.6	Dental Building, Walk-In Clinic	C
	6.7	Observatory, Planetarium	C
	6.8	Museum, Art Gallery	C
	6.9	Courthouse, Archives Building, Library	C
	6.10	Aquarium	C
	6.11	Rapid Transit Station	C
	6.12	Maximum or Medium Security Detention Centre	C
	6.13	Airport Passenger Terminal, Bus Passenger Terminal, Rail Passenger Terminal, Seaport/Ferry Passenger Terminal	C
	6.14	Customs and Immigration Building	C
	6.15	Theatre, Opera House, Auditorium, Concert Hall	C
	6.16	College – Technical Classroom/Laboratory Building	C



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CATEGORY	BUILDING TYPE		COMPLEXITY
7	7.1	Custom Residence, Custom Residential Swimming Pool, Official Government Residence	C
	7.2	Decorative Work, Exhibition Display, Public Garden, Promenade, Fountain	C
	7.3	Commemorative Monument, Funeral Monument	C
	7.4	Air Traffic Control Tower, Control Centre, Flight Service Station	C
	7.5	Tenant Space Planning / Fit-Up	C
	7.6	Legislative Building, Mint	C
	7.7	Chancellery and Embassy, Consulate, Foreign Mission	C
	7.8	Restoration / Preservation	C

**ALPHABETICAL LIST OF BUILDINGS BY CATEGORY**

Description	Category	Complexity	Description	Category	Complexity
Administrative Office Building, shell only <b>excluding</b> tenant fit-up	3	A	Community Centre	4	A
Agricultural Building (specialized)	3	A	Computer Centre	6	C
Air Traffic Control Tower	7	C	Concert Hall	6	C
Aircraft Hangar	5	A	Consulate	7	C
Airport Passenger Terminal	6	C	Convent	5	A
Alterations	7	C	Convention Hall	4	C
Ambulance Facility	4	C	Courthouse	6	C
Amusement Park Building	5	S	Crematorium	5	A
Animal Clinic	4	A	Custom Residence	7	C
Animal Hospital	5	A	Custom Residential Swimming Pool	7	C
Animal Shelter	1	S	Customs and Immigration Building	6	C
Apartment	2	A	Dairy and Creamery	4	C
Aquarium	6	C	Dance Hall	3	A
Archives Building	6	C	Decorative Work	7	C
Armed Forces Base, Armoury	3	A	Dental Building	6	C
Art Gallery	6	C	Distillery	4	C
Auditorium	6	C	Dormitory	2	A
Barn	1	S	Drill Hall	3	A
Botanical Gardens	5	A	Dry Cleaning Establishment	4	A
Bowling Alley	3	A	Embassy	7	C
Bus Passenger Terminal	6	C	Emergency Operations Centre	5	A
Car Dealership	3	A	Exhibition	4	C
Cemetery Chapel	5	A	Exhibition Display	7	C
Chancellery	7	C	Facility for High-level Medical Care for active diagnostic and acute treatment	6	C
Chronic Care Facility	6	C	Financial Customer Service Centre (such as Bank Branches)	4	A
Church	5	A	Fire Station	4	C
City Hall	5	A	Flight Service Station	7	C
Club: Town and Country	4	A	Foreign Mission	7	C
Commemorative Monument	7	C	Fountain	7	C
Commercial or Administrative Office Building, shell only <b>excluding</b> tenant fit-up	3	A	Freight Handling Terminal	5	A
Communications Building	6	A	Funeral Home	5	A



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**ALPHABETICAL LIST OF BUILDINGS BY CATEGORY**

<b>Description</b>	<b>Category</b>	<b>Complexity</b>	<b>Description</b>	<b>Category</b>	<b>Complexity</b>
Funeral Monument	7	C	Observatory	6	C
Grandstand	4	A	Official Government Residence	7	C
Gymnasium	5	A	Opera House	6	C
Hotel	4	A	Park Building	2	A
Housing – Specialized Housing including high-level residential support	4	A	Parking Structure (Freestanding)	4	A
Housing – Multiple-unit Residential Building (Apartment, Condominium, Dormitory, Townhouse, etc.)	2	A	Pedestrian Links and Bridges	5	S
House – Custom Residence	7	C	Physical Education Building	5	A
Ice Arena	5	A	Place of Worship	5	A
Industrial Building (such as light manufacturing)	3	A	Planetarium	6	C
Junior, Middle and Senior High School	4	A	Police Station	4	C
Kennel	1	S	Post Office	4	A
Kindergarten and Elementary School	3	A	Processing or Specialized Storage Facility	4	C
Laboratory	6	C	Promenade	7	C
Laundry	4	A	Public Garden	7	C
Legislative Building	7	C	Radio or TV Facility	6	C
Library	6	C	Rail Passenger Terminal	6	C
Licensed Beverage Establishment	5	A	Rapid Transit Station	6	C
Licensed Day Care	5	A	Recreation Building	5	A
Long Term Care Facility	5	A	Recreational Pier	3	A
Maintenance Building	3	A	Resort Building (Building Shell only)	3	A
Manufacturing	4	C	Restaurant	5	A
Marina	3	A	Restoration of Historic Monument or Building	7	C
Mausoleum	5	A	Retirement Facility	4	A
Maximum or Medium Security Detention Centre	6	C	School – Junior, Middle and Senior High School	4	A
Medical Clinic (Walk-In)	6	C	School – Kindergarten and Elementary School	3	A
Medical Research Facility	6	C	Science Building	6	C
Mental Health Facility and Rehabilitation Facility	6	C	Seaport / Ferry Passenger Terminal	6	C
Mercantile Buildings for Business and Personal Services including Store, Shop, Barber and Hairdressing Shop, Supermarket, Shopping Centre, Department Store, but <b>excluding</b> tenant layouts	3	A	Secure Server Building	5	A
Minimum Security Detention Facility	5	A	Self-Service Storage Building	1	S
Mint	7	C	Senior Citizens' Apartments	3	A
Monastery	5	A	Service Garage	3	A
Motel and Apartment Hotel	3	A	Service Station	3	A
Multiple-unit Residential Building (Apartment, Condominium, Dormitory, Townhouse, etc.)	2	A	Shed	1	S
Museum	6	C	Shelter for Homeless	4	A
Museum (exhibition hall as shell, non-complex program without environmental conditions)	5	A	Shelter for Women	4	A



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<b>ALPHABETICAL LIST OF BUILDINGS BY CATEGORY</b>					
<b>Description</b>	<b>Category</b>	<b>Complexity</b>	<b>Description</b>	<b>Category</b>	<b>Complexity</b>
Special Care Facility such as a Group Home	5	A	Swimming Pool	5	A
Special Maintenance Garage	5	A	Telephone Equipment Building	5	A
Specialized Housing including high-level residential support	4	A	Tenant Space Planning	7	C
Stable	1	S	Theatre	6	C
Stadium	4	A	Town Hall	5	A
Storage building	1	S	TV Facility	6	C
Student or Institutional Residence	3	A	University or College	5	A
Studio	6	C	Warehouse	1	S
Summer Camp	2	A	Zoo	5	A

Notes:

- (1) It is recommended that the fee for alterations and/or addition to an existing building in any category be 165% of the fee indicated for a new building. The increase does not include for the site review and/or preparation of measured drawings.
- (2) Sustainable Design/Green Buildings: There are new technologies appearing daily including the need for better energy performance, new building products and building systems, advanced construction methods, and design tools. Many clients are anxious to incorporate these latest innovations into their projects. Sometimes this request can be costly as there are often unknown risks in using products or systems that do not have a track record or, there may be additional certifications, testing, submittals or approvals required. There may also be additional specialist consultants that need to be retained and coordinated. Frequently, there is also additional research or other services required on the part of the Architect. Two (2) such rating systems, Leadership in Energy and Environmental Design (LEED) or Green Globes, are often utilized to achieve the goal of a Sustainable Design/Green Building. It is recommended that fee adjustments include 110% and 105% of the fee percentages for LEED and Green Globes projects respectively or as an alternative approach, refer to 16.7(d).
- (3) Fees Applicable to Phased Construction: Where the architect provides services to phased construction, the fee for any phase applies to the category and construction cost of the individual phase and is equivalent to 1.25% to 2% pending value of contract
- (4) For fee purposes, each addition over 100 square metres gross floor area to an existing building shall be deemed to be new work under the appropriate category.
- (5) For vertical additions to buildings not previously prepared for such additions, fees for extra framing, utilities and services required to the existing building shall be deemed to be alterations.
- (6) An additional fee should be negotiated for all alterations and/or additions for historic buildings or monuments.
- (7) An additional fee should be negotiated for demolition work.
- (8) Tenant layout/space planning/tenant improvement have the same meaning and can be used interchangeably.

17.2 Fees for Additional Services

(a) Changes During Progress of a Project

If the client wishes to change work which he/she has already approved and this requires the architect to provide additional services, the fees for these additional services shall be negotiated between the architect and client.



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### 17.2 Fees for Additional Services

(b) Contractual Relationships

- (1) The fee schedule for basic services is applicable when the construction is carried out under contract for a stipulated sum. When the construction is carried out under any other arrangement, such as cost plus percentage, or separate contracts, the architect's basic fee is to be increased in proportion to the additional services required.
- (2) When the client retains second architect as consultant, in addition to the architect commissioned for the project, the original architect's fees are not reduced.

(c) Variations in Basic Services

When the architect's work in pre-design, schematic design, design development, documentation, contract administration and post-occupancy services, is greater than that described in the architect's basic services as set out in Article 2, of the Canadian Standard Form of Contract for Architectural Services, Document Six, the architect's fees for this additional work shall be increased in proportion to the additional services required. If there is no agreement between the architect and client on this matter, the architect shall be paid for his/her additional services on the basis of hourly rates.

(d) Site Representation

In cases where the client requires full-time technical site representation over and above the administrative services normally provided by the architect, then the client shall pay the architect for such co-ordination of the site personnel and overhead costs, and the client shall pay all the costs of site personnel salaries.

(e) Specialist Consultants and Supplementary Services

- (1) Where special consultants are engaged and paid directly by the client, the client shall pay the architect supplementary co-ordinating fees.
- (2) For any supplementary services provided by or through the architect, the client and the architect shall agree in advance on the extent of these services and on the method of payment.

(f) Record Drawings

The architect's fee for basic services does not include the preparation of drawings reflecting the final construction of the project. The architect, within his basic services, agrees to provide the contractor(s) at the commencement of the work with two complete sets of contract documents so that as construction work progresses, the contractor(s) can mark thereon any changes, additions or deletions that occur during construction as a result of their work, change orders or for any reason. At the completion of the project, the architect shall obtain from the contractor(s) one set of contract documents and pass them to the client. The architect assumes no responsibility for the accuracy of any changes, additions or deletions recorded thereon by the contractor(s).

(g) Repeat Work

When a project is to be built as a REPEAT for the same client, from the identical design and using the same documents, the fee is to be calculated as follows:

- (1) Where the fee is a percentage of the cost of the work, the original or prototype project is to be charged at the full basic fee.
- (2) Where the fee is a percentage of the cost of the work the charges for the REPEAT projects without any changes shall be 50% of the full basic fee. For this fee, the architect's services shall include the reuse of the documents as well as contract administration. For all required changes and variations to the basic documents of the prototype, such as title blocks, et cetera, an additional fee shall be charged based on hourly rates.



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### 17.2 Fees for Additional Services

#### (g) Repeat Work

- (3) Where the fee is paid on the basis of hourly rates, including hourly rates with an upset maximum, a repeat fee royalty for reuse of the prototype documents shall be paid in addition to the hourly charges. This fee shall be 25% of the fee that would be paid if a percentage of the cost of the work was used.

#### (h) Other Circumstances

Where not specifically noted above, it is recommended that fees for additional services be calculated at hourly rates or as a lump sum fee.

### 17.3 Hourly Rates

#### (a) General

When the method for calculating fees according to the percentage listed in SCHEDULE OF RECOMMENDED FEES – APPENDIX "A" does not apply, or when the architect provides additional or partial services, he/she is entitled to fees related to his/her responsibilities.

#### (b) Hourly Rates

The hourly rates shall be as listed in the HOURLY RATE SCHEDULE – APPENDIX "B".

#### (c) Hourly Rate Calculation

- (1) Hourly rates have been calculated taking into account payroll costs associated with salary, overtime, statutory holidays, vacation time, and costs such as employer's contribution for Employment Insurance, Worker's Compensation, Canada Pension and Medical Plan coverage.
- (2) Time spent in the architect's office, in the client's premises or on the jobsite is included, as is the time spent travelling.

#### (d) Expenses

The architect is entitled to reimbursement for all reasonable expenses incurred by him/her or his/her assistants while providing services on the client's behalf. Major disbursements are normally approved by the client in advance.

The cost of special equipment shall be recoverable, plus 15%.

All Engineer's and other consultant's fees, when charged on an hourly basis, shall be recoverable plus 15%.

## 18. **PAYMENTS TO THE ARCHITECT**

### 18.1 Payment On Account Of Basic Services

- (a) An initial payment may be made as negotiated between the client and the architect upon execution of the agreement between client and architect.
- (b) Subsequent payment of basic services shall be made monthly and shall be in proportion to services performed as set forth in the following sequences and depending upon the design processes taken.

The provision of architectural services often follows either of two design processes, the Traditional Design Process or an Integrated Design Process.



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### 18.1 Payment On Account Of Basic Services

#### **Traditional Design Process**

The traditional design process often begins with the architect and the client agreeing on a design concept, consisting of a general massing scheme, orientation, fenestration and, usually, the general exterior appearance as determined by these characteristics as well as by basic materials. The mechanical and electrical engineers are then asked to implement the design and to suggest appropriate systems. Although this is vastly oversimplified such a process is one that is followed by the large majority of general-purpose design firms. The traditional design process has a mainly linear structure due to the successive contributions of the members of the design team and usually involves a series of hand-offs from owner to architect to builder to occupant.

#### **Integrated Design Process**

In contrast to the above, an Integrated Design Process (IDP) requires multidisciplinary collaboration, including key stakeholders and design professionals, from conception to completion. Decision-making protocols and complementary design principles must be established early in the process in order to satisfy the goals of multiple stakeholders while achieving the overall project objectives. IDP is considered a collaborative method for designing buildings which emphasizes the development of a holistic design.

IDP brings together the key stakeholders and design professionals – groups like building owners, developers, architects, designers, engineers, consultants, and occupants – to work collaboratively and interactively from the early planning stages through to building occupation. The structure, building site, lighting systems, heating, ventilation, and air-conditioning systems (HVAC), indoor environment and the end use of the building are viewed as a whole building system rather than a number of separate, independent systems. IDP allows the design team to identify and better understand the design goals of each party, and provides a forum to take advantage of complementary systems and design principles that can satisfy multiple design goals.

IDP has impacts on the design team that differentiate it from a traditional design process in several respects. The client takes a more active role than usual; the architect becomes a team leader rather than the sole form-giver; and the structural, mechanical and electrical engineers take on active roles at early design stages. The team always includes an energy specialist and, in some cases, an independent Design Facilitator.

In addition to extensive collaboration, integrated design involves a “whole building design” approach. A building is viewed as an interdependent system, as opposed to an accumulation of its separate components (site, structure, systems and use). The goal of looking at all the systems together to is make sure they work in harmony rather than against each other.

Integrated design has evolved in conjunction with the rise of multidisciplinary design firms and sustainable design. It frequently begins with a charrette or eco-charrette, an intensive design workshop, in which many stakeholders gather to set goals and identify strategies for achieving the desired outcomes.

Architects may provide the resultant drawing documentation, regardless of process, via 2D; 3D or Building Information Modeling (BIM) computer software. While 2D and 3D processes are typically used, BIM is growing in popularity.



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### 18.1 Payment On Account Of Basic Services

#### **Building Information Modeling (BIM)**

Building Information Modeling (BIM) is the process of generating and managing building data during its life cycle. Typically it uses three-dimensional, real-time, dynamic building modeling software to increase productivity in building design and construction. The process produces the Building Information Model which encompasses building geometry, spatial relationships, geographic information, and quantities and properties of building components.

BIM utilizes an Integrated Design Process and provides full integration / coordination of the building, prior to its construction where all disciplines utilize the model to extract documentation.

#### **Fee Distribution**

Associated with the above process of project delivery, fee distribution varies but as example may include:

<b>Phase</b>	<b>Traditional</b>	<b>IDP</b>	<b>BIM</b>
Schematic Design (SD)	12.5%	15%	25%
Design Development (DD)	12.5%	20%	25%
Construction Documents (CD)	45%	35%	25%
Tendering (T)	5%	5%	5%
Construction Administration	25%	25%	20%

- (c) Payments for additional work over basic services shall become due and payable immediately the work is complete or as otherwise mutually agreed between client and architect in writing.
- (d) Regardless of what design process is taken, the fees are per Appendix A – Schedule of Recommended Fees.