



THE UNITED ARCHITECTS OF THE PHILIPPINES

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1979

ARCHITECT'S NATIONAL C O D E

*[Part of the IRR of R.A. No. 1581 (of 1956) &
R.A. No. 545 (of 1950), the Predecessor Laws of
R.A. No. 9266, The Architecture Act of 2004]*

CODE OF ETHICAL CONDUCT

UAP DOC. 200

STANDARDS OF PROFESSIONAL PRACTICE

- UAP DOC. 201 • PRE-DESIGN SERVICES**
- 202 • DESIGN SERVICES**
- 203 • SPECIALIZED AND ALLIED SERVICES**
- 204 • CONSTRUCTION SERVICES**
- 205 • POST-CONSTRUCTION SERVICES**
- 206 • COMPREHENSIVE ARCHITECTURAL SERVICES**
- 207 • DESIGN-BUILD SERVICES**
- 208 • SELECTION OF THE ARCHITECT
AND METHODS OF COMPENSATION**

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**ARCHITECT'S
NATIONAL
CODE
DOCUMENTS
SERIES 200**

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PREFACE

On January 21, 1933, the first document entitled "Relation of Charges and Rules Relative to Professional Fees" was promulgated and adopted by the Philippine Architects Society (PAS), the first architectural association organized in the Philippines. The second edition of their document was made on February 21, 1941.

After the name of the organization was changed to "Philippine Institute of Architects" (PIA), a new Code of Ethics was published on April 7, 1946. This was amended and a fourth edition was published in 1950.

On November 25, 1960, after re-examining the Code of Ethics, a new set of documents entitled "National Code of Architect's Services and Fees in the Philippines" was published.

On October 23, 1965, the "Architect's National Code" was approved by the three organizations existing at that time, namely, the Philippine Institute of Architects (PIA), the League of Philippine Architects (LPA), and the Association of Philippine Government Architects (APGA).

On January 15, 1975, the three architectural organizations were integrated into one association called the "United Architects of the Philippines" (UAP).

In the process of consolidating all the documents of the three organizations, the UAP saw the need to review and update them in order to be more responsive to the practice of the profession in the Philippines. The first draft of the revised code was published by the UAP in October 1977.

In the continuing examination of the expanding practice of the architect, the UAP Committee on Professional Practice which was tasked to prepare the final draft, decided to divide the Architect's National Code into two divisions, namely:

1. Code of Ethical Conduct

- and -

2. Standards of Professional Practice

UAP DOC. 200
CODE OF ETHICAL CONDUCT

Due to the several facets of services now being undertaken by the Architect, the Committee deemed it necessary to classify the services of the Architect and

assign each classification as a section under the Standards of Professional Practice document. This will contribute to a better understanding by the Client of the scope of services and responsibilities of the Architect in each area of the Architect's involvement. It will further facilitate easy reference for the Architect. The classification with the corresponding sections are as follows:

STANDARDS OF PROFESSIONAL PRACTICE

- | | |
|---|----------------|
| 1. Pre-Design Services | - UAP Doc. 201 |
| 2. Design Services | - UAP Doc. 202 |
| 3. Specialized Allied Services | - UAP Doc. 203 |
| 4. Construction Services | - UAP Doc. 204 |
| 5. Post-Construction Services | - UAP Doc. 205 |
| 6. Comprehensive Architectural Services | - UAP Doc. 206 |
| 7. Design-Build Services | - UAP Doc. 207 |
| 8. Selection of Architects and
Methods of Compensation | - UAP Doc. 208 |
| 9. Competition Code | - UAP Doc. 209 |

The final form of the Architect's National Code was approved by the UAP National Board of Directors on July 21, 1979 and the Professional Regulation Commission through the Board of Architecture on Sept. 24, 1979 for adoption and compliance by the practicing Architects in the Philippines

COMMITTEE ON PROFESSIONAL PRACTICE AND ETHICS

- | | |
|---------------|------------------------------|
| Chairman | - Felipe M. Mendoza, FUAP |
| Vice Chairman | - Froilan L. Hong, CUAP |
| Members | - Otilio A. Arellano, FUAP |
| | - Cesar V. Canchela, FUAP |
| | - Antonio S. Dimalanta, FUAP |
| | - Cristina Fugoso, FUAP |
| | - Geronimo V. Manahan, CUAP |
| | - Norberto M. Nuke, FUAP |
| | - Rebecca V. Tobia, CUAP |

BOARD OF ARCHITECTURE

Resolution No. 9-A Series of 1979

WHEREAS, under Resolution No. 79-81 dated July 21, 1979, the United Architects of the Philippines submitted a draft of the proposed Code of Ethical Conduct and the Standards for Professional Practice of Architecture with a request that the same be adopted as the National Code for Architects in the Philippines;

WHEREAS, the Professional Regulation Commission and the Board of Architecture acknowledge the urgency of adopting a national code for architects for the proper maintenance of ethical and professional standards in the practice of architecture and for the protection of life, health and property;

WHEREAS, the Board of Architecture, after a review of the draft, finds the proposed Code of Ethical Conduct, UAP Document No. 200, and the proposed Standards of Professional Practice, UAP Documents Nos. 201, 202, 203, 204, 205, 206, 207 and 208, which are hereto attached and made integral parts of this Resolution, to be responsive to the demands and requirements of the profession, and when implemented will achieve the desired high degree of professionalism that will redound to the best interest of the profession and the public;

NOW THEREFORE, pursuant to Sections 2 and 8 of R.A. No. 545, as amended, the Board of Architecture hereby adopts the attached UAP Documents Nos. 200, 201, 202, 203, 204, 205, 206, 207 and 208 as the NATIONAL CODE FOR ARCHITECTS and as part of the Rules and regulations to which all practicing architects shall conform in the performance of their duties and obligations, a violation of which shall be a ground for the suspension or revocation of the certificate of registration of a practicing architect.

The attached NATIONAL CODE FOR ARCHITECTS consisting of Documents Nos. 200.1 to 200.5, 201.1 to 201.4, 202.1 to 202.6, 203.1, 203.a to 203.e, 204.a to 204.b, 205.5, 206.1 to 206.8, 207.1 to 207.3, 208.a to 208.b, inclusive, shall take effect after fifteen (15) days following its publication in the Official Gazette.

DONE IN THE CITY OF MANILA, this 19th day of September in the year of our Lord Nineteen Hundred and Seventy Nine.

ANASTACIO R. BERNAL
Chairman

Sgd.
NORBERTO M. NUKE
Member

Sgd.
CRESENCIO DE CASTRO
Member

APPROVED AND PROMULGATED AS PART OF THE RULES AND REGULATIONS GOVERNING THE PRACTICE OF ARCHITECTURE IN THE PHILIPPINES, this 24th day of September, 1979.

Sgd.
NUMERIANO TANOPO, JR.
Associate Commissioner

Sgd.
ERIC C. NUBLA
Commissioner

Resolution No. 79-18
Series of 1979
The United Architects of the Philippines

WHEREAS, there were existing standards on professional practice for Architects since 1985 adopted and in use by the members of the three architectural organizations, the Association of Philippine Government Architects (APGA), the League of Philippine Architects (LPA), and the Philippine Institute of Architects (PIA), before their integration in 1975 into one national organization the United Architects of the Philippines (UAP);

WHEREAS, in the desire of the members of the UAP to make the practice of architecture relevant to the demands of our time, our people and our government's thrust for national development, the UAP Committee on Professional Practice prepared a new set of documents on Standards of Professional Practice and Code of Ethical Conduct embodied in the Architect's National Code, and other standard Contract Documents;

WHEREAS, these documents were presented and distributed to the members on December 1977 and discussed and approved by the members in 1978 and 1979 during the provincial chapter and regional conferences;

WHEREAS, upon the certification of UAP as the only duly accredited bonafide professional organization for architects in the country, the Board of Architecture of the Professional Regulation Commission requested the UAP to prepare documents on Standards of Professional Practice and Code of Ethical Conduct for Architects to maintain a high standard of ethical conduct and excellence in the practice of the architectural profession;

NOW THEREFORE, be it resolved as it is hereby resolved that the Architect's National Code and all Standard Documents related to the professional practice of the Architect as prepared by the Committee on Professional Practice and Ethics, and approved by the UAP Board and the general membership, be submitted to the Professional Regulation Commission through the Board of Architecture for their approval.

RESOLVED FURTHER, that copies of this Resolution and the Architect's National Code and all Standard Documents be furnished the Professional Regulation Commission (PRC) through the Board of Architecture as a response to their request, and enjoining them to adopt and require these as the standard documents for use and compliance by all Architects in the Philippines.

Done this 21st day of July, 1979 in Metro-Manila, Philippines.

Sgd.
FELIPE M. MENDOZA, FUAP
National President

Sgd.
CESAR V. CANCHELA, FUAP
National Secretary

FOREWORD

Adherence to the Principles of the Architect's National Code is an obligation of every architect and member of the United Architects of the Philippines. Any deviation therefrom shall be subject to discipline in proportion to its seriousness. The National Board of Directors of the United Architects of the Philippines and the Board of Architecture, Professional Regulation Commission, shall have the sole power of interpreting the provisions of this Code.

THE VIRTUES OF AN ARCHITECT

“May the Architect be high-minded;

not arrogant, but faithful;

Just, and easy to deal with,

without avarice;

Not let his mind be occupied

in receiving gifts,

But let him preserve his good name

with dignity...

Marcus Vitruvius Pollio

THE ARCHITECT'S CODE OF ETHICS

*(Already superseded by the
2006 Code of Ethical Conduct)*

I shall work with this general objective - that my duty is not only to myself, but also to my Country and God.

I shall uphold the ideals and follow the norms of conduct of a noble profession and endlessly endeavor to further its just ends.

I shall humbly seek success not through the measure of solicited personal publicity, but by industrious application to my work, strive to merit a reputation for quality of service and for fair dealing.

I shall ask from all, fair remuneration for my services while expecting and asking no profits from any other source.

I shall hold the interest of my Client over and above any self-interest for financial returns.

I shall exercise my professional prerogatives always with impartiality and disinterestedness.

I shall avoid any private business investments or venture which may tend to influence my professional judgment to the detriment of the trust placed upon me.

I shall inspire by my behaviour the loyalty of my associates and subordinates and take upon me the mentorship of the aspirants to the profession.

I shall confine my criticisms and praises within constructive and inspirational limits and never resort to these means to further malicious motives.

I shall dedicate myself to the pursuit of creative endeavor towards the goal of enlightened Art and Science, generously sharing with colleagues, friends and strangers alike the benefits of my experience and experiments.

CODE OF ETHICAL CONDUCT

*(Already superseded by the
2006 Code of Ethical Conduct)*

The professional of Architecture calls for men of the highest integrity, judgment, business capacity and artistic and technical ability. An Architect's honesty of purpose must be above suspicion; he acts as professional adviser to his client and his advice must be unprejudiced; he is charged with the exercise of judicial functions as between client and contractor and must act with entire impartiality; he has moral responsibilities to his professional associates and subordinates; and he is engaged in a profession which carries with it grave responsibilities to the public. These duties and responsibilities cannot be properly discharged unless his motives, conduct, sense of moral values and ability are such as to command respect and confidence.

In order to promote the highest standards of ethical conduct in the practice of Architecture, the United Architects of the Philippines, with the approval of the Board of Architecture and the Professional Regulation Commission, has codified and formulated the following principles for adoption and compliance of the Architect.

UAP DOC. 200

CODE OF ETHICAL CONDUCT

**THE ARCHITECT'S RESPONSIBILITIES IN RELATION TO
THE PEOPLE**

1

STATEMENT: The Architect is engaged in a profession which carries with it civic responsibilities towards the public, whether such responsibilities are the natural outcome of good citizenship or of his professional pursuit or whether they partake of informative and educational matters or of his normal, good public relations.

- 1-a** The Architect shall seek opportunities to be of constructive service in civic and urban affairs and to the best of his ability advance the safety, health and well-being of the people and the community as well as the promotion, restoration or preservation of the general amenities and other examples of historic and architectural heritage of the nation.
- 1-b** The Architect shall promote the interest of his professional organization and do his full part of the work to enhance the objectives and services of the organization. He should share in the interchange of technical information and experience with the other design professions and the building industry.
- 1-c** The Architect as a good citizen shall abide and observe the laws and regulations of the government and comply with the standards of ethical conduct and practice of the profession in the Philippines. He shall at no time act in a manner detrimental to the best interest of the profession.
- 1-d** The Architect shall not use paid advertisement nor use self-laudatory, exaggerated or misleading, publicity. However, the presentation of factual materials, verbal or visual, of the aims, standards and progress of the profession through literature or by industrious application of his work and services which tend to dignify the professional or advance public knowledge of the Architect's function in society may be presented through any public communication media.
- 1-e** The Architect shall not solicit nor permit to solicit in his name, advertisements or other support towards the cost of any publication presenting his work. He should refrain from taking part in paid advertisement endorsing any materials of construction or building equipment.
- 1-f** The Architect shall not mislead the public through advertisements, signs or printed matter citing his professional specializations unless such qualifications are well known facts or sanctioned by professional consensus and years of experience.

THE ARCHITECT'S RESPONSIBILITIES IN RELATION TO HIS CLIENT

2 STATEMENT: The Architect's relation to his Client is dependent upon good faith. To insure the continued existence of such state of good relationship, the Architect's position carries with it certain moral obligations to his Client and to himself.

- 2-a** The Architect may introduce to a prospective Client the professional services he is able to perform provided it is limited to presentation of examples of his professional experience and does not entail the offering of free preliminary sketches or other services without the benefit of an agreement with the Client for legitimate compensation.
- 2-b** The Architect shall acquaint or ascertain from the Client at the very inception of their business relationship, the exact nature and scope of his services and the corresponding professional charges.
- 2-c** The Architect shall advise a Client against proceeding with any project whose practicability may be questionable due to financial, legal or arresting or exigent conditions, even if such advice may mean the loss of a prospective commission to the Architect.
- 2-d** The Architect shall explain the conditional character of estimates other than estimates submitted in the form of actual proposals by contractors and in no case shall he guarantee any estimates or cost of the work in order to secure a commission.
- 2-e** The Architect shall consider the needs and stipulation of his Client and the effects of his work upon the life and well-being of the public and the community as a whole, and to endeavor to meet the aesthetic and functional requirements of the project commensurate with the Client's appropriation.
- 2-f** The Architect shall charge his Client for services rendered, a professional fee commensurate with the work involved and with his professional standing and experience based upon the Basic Minimum Fee prescribed under the "Standards of Professional Practice" of the "Architect's National Code."
- 2-g** The Architect shall not undertake, under a fixed contract sum agreement, the construction of any project based on plans prepared by him. He may in certain cases, undertake the construction of a project even when the plans were prepared by him provided it is undertaken in conformity with the conditions set forth under sections covering "Construction Services", "Comprehensive Services" or "Design-Build Services" of the document on "STANDARDS OF PROFESSIONAL PRACTICE."

- 2-h** The Architect shall be compensated for his services solely through his professional fee charged directly to the Client. He shall not accept nor ask for any other returns in whatever form from any interested source other than the Client.
- 2-i** The Architect shall be free in his investments and business relations outside of his profession from any financial or personal interests which tend to weaken and discredit his standing as an unprejudiced and honest adviser, free to act in his Client's best interests. If the Architect has any business interest which will relate to, or affect the interest of his Client, he should inform his Client of such condition or situation.
- 2-j** The Architect shall include in his agreement with the Client a clause providing for arbitration as a method for settlement of disputes.

THE ARCHITECT'S RESPONSIBILITIES IN RELATION TO THE CONTRACTOR

3 STATEMENT: The Contractor depends upon the Architect to safeguard fairly his interests as well as those of the Client.

- 3-a** The Architect shall give the Contractor every reasonable aid to enable him to fully understand the contents of the Contract Documents by furnishing clear, definite and consistent information in all pertinent contract documents to avoid unnecessary mistakes that may involve extra costs to the Contractor.
- 3-b** The Architect shall not knowingly call upon the Contractor to correct or remedy oversights or errors in the Contract Documents to the Contractor's financial disadvantage.
- 3-c** The Architect shall immediately upon his personal knowledge and inspection, reject or condemn materials, equipment or workmanship which are not in conformity with the Contract Documents in order not to cause unnecessary delay and additional expense to the Contractor.
- 3-d** The Architect shall not, at any time or circumstance, accept free engineering services, or receive any substantial aid, gifts, commissions, or favors from any Contractor or sub-contractor which will tend to place him under any kind of moral obligation.
- 3-e** The Architect shall upon request by the Contractor promptly inspect each phase of the work completed and if found according to the terms of the Contract Documents issue the corresponding Certificates of Payment and the Final Certificate of Completion, respectively, to the Contractor.

**THE ARCHITECT'S RESPONSIBILITIES IN RELATION TO
MANUFACTURERS, DEALERS, AND AGENTS**

- 4** STATEMENT: An exchange of technical information between Architects and those who supply and handle building materials or equipment is necessary and therefore encouraged and commended. However;
- 4-a** The Architect shall not avail or make use of engineering or other technical services offered by manufacturers, or suppliers of building materials or equipment which may be accompanied by an obligation detrimental to the best interest of the Client or which may adversely affect the Architect's professional opinion.
 - 4-b** The Architect shall not at any time receive commissions, discounts, fees, gifts or favors from agents or firms handling building materials or equipment which may place him in a reciprocal frame of mind. He may however, accept market discounts which shall be credited to the Client.

**THE ARCHITECT'S RESPONSIBILITIES IN RELATION TO HIS
COLLEAGUES AND SUBORDINATES**

- 5** STATEMENT: The Architect has moral responsibilities towards his profession, his colleagues and his subordinates.
- 5-a** The Architect shall not render professional services without compensation except for small civic or charity projects. He shall neither offer nor provide preliminary services on a conditional basis prior to definite agreement with the Client for the commission of the project.
 - 5-b** The Architect shall not knowingly compete with other Architects on the basis of difference of professional charges, nor use donation as a device for obtaining competitive advantage except for worthy civic or religious projects. Neither shall he submit solicited or unsolicited sketches or drawings in competition with other Architects unless such competitive arrangements are conducted substantially under the terms of the UAP Architectural Competition Code.
 - 5-c** The Architect shall not under any circumstances nor through any means seek commissions already known to him as previously endowed to another Architect, whether such endowment has been definitely agreed upon or still in the process of negotiation.

- 5-d** The Architect shall not, in any case, enter as a competitor in any Architectural Competition when he has direct relations with the formulation of the Program thereof or when he has been engaged

UAP DOC. 200
CODE OF ETHICAL CONDUCT

to act as Professional Adviser or Juror for such competition. Neither shall the Architect accept and act as professional adviser or juror in any architectural competition when he has had any information or has reviewed or assisted in the preparation of any competition design entered. Nor shall an Architect, retained as professional adviser in a competition, accept employment as an Architect for that competition project except as Consulting Architect.

- 5-e** The Architect shall not undertake a commission for which he knows another Architect has been previously employed until he notified such other Architect of the fact in writing and has conclusively determined that the original employment has been terminated and has been duly compensated for.

- 5-f** The Architect shall not undertake a commission for additions, rehabilitation or remodeling of any erected structure undertaken previously by another Architect without duly notifying him of the contemplated project even when the Owner is no longer the same. When the greater mass, area or design of the original structure is substantially maintained the new Architect should limit his advertisement or claim only to the extent of the work done to the structure. Architects are enjoined to preserve or restore as much as possible especially the few and remaining historic examples of our architectural heritage affecting this phase of practice.

- 5-g** The Architect shall not knowingly injure falsely or maliciously, the professional reputation, prospects or practice of another Architect.

- 5-h** The Architect shall refrain from associating himself with or allowing the use of his name by an enterprise of doubtful character or integrity.

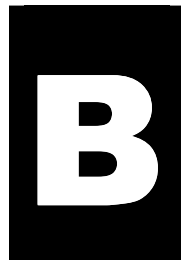
- 5-i** The Architect shall not affix his signature and seal to any plans or professional documents prepared by other persons or entities not done under his direct personal supervision.

- 5-j** The Architect shall inspire the loyalty of his employees and subordinates by providing them with suitable working conditions, requiring them to render competent and efficient services and paying them adequate and just compensation therefor. He shall tutor and mentor the young aspirants towards the ideals, functions, duties and responsibilities of the profession.

- 5-k** The Architect shall unselfishly give his share in the interchange of technical information and experience among his colleagues and young aspirants and do his part in fostering unity in the fellowship of the profession.

- 5-1** He shall unselfishly give his time and effort to the advancement of the profession thru his active and personal commitment and involvement with the accredited professional organization for architects.

UAP DOC. 200
CODE OF ETHICAL CONDUCT



**ARCHITECT'S NATIONAL CODE
STANDARDS OF
PROFESSIONAL PRACTICE**

- UAP DOC. 201 • PRE-DESIGN SERVICES**
- 202 • DESIGN SERVICES**
- 203 • SPECIALIZED AND
ALLIED SERVICES**

FOREWORD

From a synthesis of the past 50 years of Architect-Client relations in the Philippines, this division of the ARCHITECTS NATIONAL CODE entitled "STANDARDS OF PROFESSIONAL PRACTICE" is adopted primarily to set a norm of practice of the profession.

The Code defines all aspects of professional service, prescribes the MINIMUM BASIC FEE relative to each phase of service and thereby establishes the rights and obligations of both the Architect and his Client.

It stresses the principle that the Architect's qualification which is based upon his ability, experience and integrity on one hand, requires the full trust and sympathetic cooperation of the Client on the other. Their relationship depends upon good faith and mutual respect in order to inspire the Architect to produce his best work and a sustained devotion to his Client's interest. For these ends, the conditions and standards prescribed in this Code should be respected and adhered to.

The National Board of Directors of the United Architects of the Philippines and the Board of Architecture, Professional Regulation Commission, shall have the sole power of interpreting the provisions of this Code.

The Architect creates man's environment through his awareness and sensitive handling of spaces that fit the scale of human experience. The resulting quality of the form-envelope manifested as a structure or building gives rise to man's appreciation of beauty and order in his physical world.

The Architects' deliberation determine how people will be placed in relationship one to another, how whole societies will work, play, eat, sleep, recreate, travel, worship, or in short how people will live in consonance with their culture and national aspirations.

His objective is to bring order to man's environment to cause it to function properly within a structure that is safe and healthful and to impart to the whole a beauty and distinction that is appropriate to our time.

The spectrum of the Architect's services extends over the entire range of activities that proceed from the time the idea is conceived, perfected, transformed into sets of space/ design requirements, translated into structure through design, built, used and become a permanent feature of the man-made environment.

The Architect's services consist of the necessary conferences, deliberations, discussions, evaluations, investigations, consultations, advice on matters affecting the scientific, aesthetic and orderly coordination of all the processes of safeguarding life, health, and property which enter into the production of different levels and sophistication of man-made structures and environment.

The Architect, in the process of translating abstract ideas into meaningful concrete terms, produces documents in the form of a data base report, an architectural program, a feasibility study, a market study, an appraisal report, an impact analysis report, a space-organizational set-up report, a site planning analysis and evaluation report, an operational programming report, building programming and scheduling report.

A complete and detailed documentation of construction or erection drawings is prepared consisting of the architectural plans, the structural plans, the electrical plans, the plumbing/sanitary plans, the mechanical/airconditioning plans, the civil work plans, the technical specifications and the other bid documents.

Aside from these, the Architect can prepare the post construction management documents, the operating manual, the maintenance manual and other forms of written and graphical documentations necessary for the effective and efficient functioning of the man-made structures and environment.

An appreciation of this scope of services of the Architect will bring into focus the crucial role that the Architect assumes in the realization of abstract ideas into tangible and meaningful terms.

Between abstract ideas and the physical world, stands the Architect.

1.1 The entire range of the Architect's services are divided into SEVEN (7) major services as follows :

- 1) Pre-Design Services
- 2) Design Services
- 3) Specialized Allied Services
- 4) Construction Services
- 5) Post Construction Services
- 6) Comprehensive Architectural Services
- 7) Design-Build Services

1.2 Each of these SEVEN (7) major services can be contracted separately to the Architect depending upon the desire and needs of the Client.

1.3 The terms and conditions for the delivery of the SEVEN (7) major services are stipulated in several UAP Documents as shown in the table below.

1 PRE-DESIGN SERVICES	2 DESIGN SERVICES	3 SPECIALIZED ALLIED SERVICES	4 CONSTRUC- TION SERVICES	5 POST CONS- TRUCTION SERVICES	6 COMPRE- HENSIVE SERVICES	7 DESIGN-BUILD SERVICES UAP DOC. 207
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Project
Management Service
UAP DOC. 206

Buildings and Grounds
Administration
UAP DOC. 205

Full-Time Supervision/
Construction Management
UAP DOC. 204

Planning/Interior/Landscaping/
Acoustics, Communications
and Electronic Engineering
UAP DOC. 203

Architect's Regular Services
UAP DOC. 202

Architectural Programming/Feasibility Study/Site Study Cost Effectiveness Study/Others UAP DOC. 201

STANDARDS OF PROFESSIONAL PRACTICE

201 PRE-DESIGN SERVICES

1. INTRODUCTION

- 1.1 The ever-increasing client and user demands, the continuous development of new technology, and the enactment of new laws have pressured architectural firms to expand their services. While the basic services provided by the Architect have remained relatively unchanged over the years, additional services have become increasingly accepted as a part of general practice.
- 1.2 To stay abreast of the demands of the times, the architect-professional has expanded his traditional basic services to include pre-design services. There are many instances where the Architect is called upon by the client to perform services other than purely architectural or designing services. In most cases, the client finds it practical and expedient to engage the architect in the process of site selection, land acquisition, project promotions, and studying the financing options of the project.
- 1.3 There is great advantage to the client if the Architect is involved in the early stage of conceiving the project. With the Architect's knowledge on site evaluation, construction techniques, materials and new technologies that bear on the cost of a project, the basic design parameters can be established that will assure the optimization of building needs vis-à-vis available resources and attendant constraints.

The client will, therefore, be assured of the choice of site and a financial scheme that is most appropriate for the project.

2. MANNER OF PROVIDING SERVICES

- 2.1 The individual Architect would have to be knowledgeable in a number of fields in addition to his basic discipline and training.

For the architect to effectively assist and serve his client in Pre-Design Services, special training will be required leading to a broad background in real estate, finance, business, taxation, human behavior, space programming and others, to supplement the architect's skill as a researcher, space activities organizer, coordinator and manager of the various activities of professionals and tradesmen.

- 2.2 It would not be expected however, that the architect would actually perform services in all such fields, but rather, he would act as the agent of his client in procuring some of the necessary services that he and his staff cannot provide. It is his task to coordinate these services so that acting for his client, he can retain the degree of control and coordination of activities necessary to assure the client of a more unified result.

- 2.3 Briefly the Architect can render the services in the following manner:

- a. Architect's Own Staff

It is possible for individual architects working in a single firm to specialize in a variety of ways. Many individuals and firms specialize without losing the generalist approach of the whole architect or of the complete firm.

PRE-DESIGN SERVICES

- b. By Association or Consultation

Another trend is towards more consultation between architects and other firms of other disciplines under the extended terms of the Owner-Architect Agreement.

3. PRE-DESIGN SERVICES

The several activities that fall under Pre-Design Services are as follows:

3.1 Economic Feasibility Studies

A study to determine the viability of a project such as its cost of development versus its potential return to the Owner. A detailed cost-benefit analysis can guide the client and the architect in selecting a more viable alternative plan.

3.2 Project Financing

Architects assist in the determination of requirements of lending agencies, income-expense relationship and relative demand for different building types in actual financing negotiations.

3.3 Architectural Programming

Investigating, identifying and documenting the needs of the client for use in the design of the project.

3.4 Site Selection and Analysis

Assisting the client in locating sites for the proposed project and evaluating their adequacy with regards to topography, sub-surface conditions, utilities, development costs, climate, population, legal considerations and other factors.

3.5 Site Utilization and Land-Use Studies

A detailed analysis of the site to develop its potential through the proper utilization of land.

3.6 Space/Management Studies

Analysis of the space requirements of the project based on organizational structure and functional set-up. One method is to use human behavior and transactional analysis to pinpoint linkages and interactions of spaces. The services cover space use and space character analysis, work station and space module design and a space program to serve as basis for architectural design.

3.7 Promotional Services

In some cases, the project would require promotional activities in order to generate financial support and acceptance from governing agencies or from the general public. The Architect, with his own staff, can accomplish many of these activities including preparation of promotional designs, drawings, brochures and the like. As the agent of the Owner, the Architect can produce and coordinate the additional activities necessary to complete the services.

In all such activities, the Architect must maintain his professional status as the agent of the Owner.

4. METHOD OF COMPENSATION

- 4.1 The Architect's services for the Pre-Design Phase where creative designing is not included are often compensated for on the basis of multiple of direct personnel expense. This cost-based method of compensation is directly related to the Architect's and his consultant's efforts where they are compensated for every technical hour expended on the project with a multiplier to cover overhead and a reasonable profit. This method is suitable for projects in which the scope of work is indefinite, particularly for large complex projects.

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But other methods of compensation can be applied depending on the agreement between the Owner and the Architect or on the requirements of the project. Refer to UAP Doc. 208 -- "Selection of the Architect and Methods of Compensation."

- 4.2 Progress payment of services shall be made based on the accomplishments of the work of the Architect.

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ARCHITECT'S DESIGN SERVICES

1. REGULAR SERVICES

- 1.1 The Architect, in regular practice, normally acts as his client's or the Owner's adviser. He translates the Owner's needs and requirements to spaces and forms in the best manner of professional service he can render.
- 1.2 The Architect's work starts at the very inception of the project when the Owner outlines his requirements to him. It ranges through his study and analysis of the various aspects of the project, goes through the preparation of the necessary instruments of service and through the multitude of construction problems and does not terminate until the project is completed.
- 1.3 In effect, the Architect renders services whose sequence come in four phases as follows:
- a. Schematic Design Phase
 - b. Design Development Phase
 - c. Contract Documents Phase and
 - d. Construction Phase.
- 1.4 Schematic Design Phase
- a. Consults with the Owner to ascertain the requirements of the project and confirms such requirements with him.
 - b. Prepares schematic design studies leading to a recommended solution including a general description of the project for approval by the Owner.
 - c. Submits to the Owner a Statement of Probable Project Construction Cost based on current cost parameters.
- 1.5 Design Development Phase
- a. Prepares from approved Schematic Design Studies, the Design Development consisting of plans, elevations, and other drawings, and outline specifications, to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type

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of structure, mechanical, electrical and sanitary systems and such other work as may be required.

b. Submits to the Owner a further Statement of Probable Project Construction Cost.

1.6 Contract Documents Phase

- a. Prepares from approved Design Development Documents, the complete Construction Drawings and Specifications setting forth in detail the work required for the architectural, structural, electrical, plumbing/sanitary, mechanical and other service-connected equipment.
- b. Prepares specifications describing type and quality of materials, finish, manner of construction and the general conditions under which the project is to be constructed
- c. Furnishes the Owner not more than five (5) complete sets of all construction drawings, specifications and general conditions for purposes of bidding.
- d. Keeps the Owner informed of any adjustments to previous Statements of Probable Project Construction Cost indicated by changes in scope, requirements or market conditions.
- e. Assists the owner in filing the required documents to secure approval of government authorities having jurisdiction over the design of the Project.

1.7 Construction Phase

- a. Prepares forms for contract letting, documents for construction, forms for invitation and instruction to bidders, and forms for bidders' proposals.
- b. Assists the Owner in obtaining proposals from Contractors, in preparing abstract of bids and in awarding and preparing construction contracts.
- c. When required in the contract, makes decisions on all claims of the Owner and Contractor and on all other matters relating to the execution and progress of work or the interpretation of the Contract Documents, prepares change orders, gathers and turns over the Owner written guarantees required of the Contractor or sub-contractors.
- d. Makes periodic visits to the project site to familiarize himself with the general progress and quality of the work and to determine whether the work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous 8-hour on-site supervision to check on the quality of the work involved and he shall not be held responsible for the Contractor's failure to carry out the Construction work in accordance with the Contract Documents.

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During such project site visits and on the basis of his observations he shall report to the Owner defects and deficiencies noted in the work of Contractors, and shall condemn work found failing to conform to the Contract Documents.

- e. Based on his observations and the Contractor's Applications for Payment, he shall determine the amount owing and due to the Contractor and shall issue corresponding Certificates for Payment for such amounts. These Certificates will constitute a certification to the Owner that the work has progressed to the state indicated and that to his best knowledge the quality of work performed by the Contractor is in accordance with the Contract Documents. He shall conduct the necessary inspection to determine

the date of substantial and final completion and issue the final Certificate for Payment to the Contractor.

- f. Should more extensive inspection or full time (8-hour) construction supervision be required by the Owner a separate full-time supervisor shall be hired and agreed upon by the Owner and the Architect subject to the conditions provided in the UAP Document on Full-Time Supervision. When the Architect is requested by the Owner to do the full time supervision his services and fees shall conform to the same UAP Document.

2. PROJECT

CLASSIFICATION

- 2.1 Architectural work varies in complexities and in the creative skill required to successfully meet the requirements of the Client within the constraints of the technical, functional, economic, aesthetic and other considerations.
- 2.2 These considerations imply that each design project can be determined only on its own merits.
- 2.3 The following groupings of buildings are attempts to classify them in accordance with the degree or complexity of each structure.
- 2.4 based on this grouping, corresponding graduated scale of charges is prescribed to be able to determine the fair remuneration to the Architect.
- 2.5 The Architect's fee includes the normal structural, electrical, plumbing/sanitary, and mechanical engineering services and is determined by getting the percentage indicated in the Schedule of Minimum Basic Fee for specific group and multiplying it with the Project Construction Cost.
- 2.6 The schedule of charges herein indicated are to be considered as the Minimum Basic Fee since the Architect's Charges also take into consideration his professional standing in the community.

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3. SCHEDULE OF MINIMUM BASIC FEE

Note: All fees quoted are for architectural and basic engineering plan/design preparation with periodic construction supervision (PCS) services.

3.1 GROUP-1

Structures of simplest, utilization character which are without complication of design or detail and require a minimum of finish, structural, mechanical and electrical design.

Armories	Parking Structures
Bakeries	Printing Plants
Farm Structures	Public Markets
	Service Garages
Freight Facilities	Simple Loft-type Structure
Hangars	
Industrial Buildings	Warehouses
Manufacturing/Industrial Plants	
Packaging and Processing Plants	

And other similar utilization type buildings

PROJECT CONSTRUCTION COST	MINIMUM BASIC FEE
P 50 Million and less.....	6 percent
Over P 50 Million to	P 3,000,000 plus 5 percent
P100 Million	of excess of P 50 Million
Over P 100 Million to	P 5,500,000 plus 4 percent
P200 Million	of excess of P 100 Million
Over P 200 Million to	P 9,500,000 plus 3 percent
P500 Million	of excess of P 200 Million
Over P 500 Million to	P 18,500,000 plus 2 percent
P1 Billion	of excess of P 500 Million
Over P 1 Billion	P 28,500,000 plus 1 percent
	of excess of P 1 Billion

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3.2 GROUP-2

Structures of moderate complexity of design requiring a moderate amount of structural, mechanical and electrical design and research.

Art galleries	Nursing Homes
Banks, Exchange and other	Office Buildings
Financial Institutions	Park, Playground and Open-air
Bowling Alleys	Recreational Facilities
Churches and Religious Facilities	Police Stations
City Halls	Post Offices
College Buildings	Private Clubs
Convents, Monasteries and Seminaries	Publishing Plants
Correctional and Detention Institutions	Race Tracks
Court Houses	Restaurants
Dormitories	Retail Stores
Exhibition Halls and Display Structures	Schools

Fire Stations
 Laundries & Cleaning Facilities
 Libraries
 Motels and Apartels
 Multi-storey Apartments

Shopping Centers
 Specialty shops
 Supermarkets
 Welfare Buildings

And other structures of similar nature or use

PROJECT CONSTRUCTION COST	MINIMUM BASIC FEE
P 50 Million and less.....	7 percent
Over P 50 Million to P100 Million	P 3,500,000 plus 6 percent of excess of P 50 Million
Over P 100 Million to P200 Million	P 6,500,000 plus 5 percent of excess of P 100 Million
Over P 200 Million to P500 Million	P 11,500,000 plus 4 percent of excess of P 200 Million
Over P 500 Million to P1 Billion	P 23,500,000 plus 3 percent of excess of P 500 Million
Over P 1 Billion	P 38,500,000 plus 2 percent of excess of P 1 Billion

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3.3 GROUP-3

Structures of exceptional character and complexity of design or requiring comparatively large amounts of structural, mechanical and electrical design and research.

Aquariums
 Atomic Facilities
 Auditoriums
 Airports
 Breweries
 Cold Storage Facilities
 Communication Buildings
 Convention Halls
 Gymnasiums
 Hospitals and Medical Buildings
 Hotels

Laboratories
 Marinas
 Medical Office Facilities & Clinics
 Mental Institutions
 Mortuaries
 Observatories
 Public Health Centers
 Research Facilities
 Stadiums
 Theaters and Similar Facilities
 Veterinary Hospitals

And other structures of similar nature or use

PROJECT CONSTRUCTION COST	MINIMUM BASIC FEE
P 50 Million and less.....	8 percent
Over P 50 Million to P100 Million	P 4,000,000 plus 7 percent of excess of P 50 Million
Over P 100 Million to P200 Million	P 7,500,000 plus 6 percent of excess of P 100 Million
Over P 200 Million to P500 Million	P 13,500,000 plus 5 percent of excess of P 200 Million
Over P 500 Million to P1 Billion	P 28,500,000 plus 4 percent of excess of P 500 Million
Over P 1 Billion	P 48,500,000 plus 3 percent of excess of P 1 Billion

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3.4 GROUP-4**

Residences (Single Detached or Duplex), small apartment houses and town houses.

Minimum Basic Fee..... 10 Percent of Project Construction Cost

3.5 GROUP-5

Monumental buildings and other facilities requiring consummate design skill and much precise detailing.

Exposition and Fair Buildings	Specialized decorative buildings
Mausoleums, Memorials, Monuments	And structures of similar nature or use
Museums	

Minimum Basic Fee..... 10 percent of Project Construction Cost

3.6 GROUP-6 Repetitive Construction of Buildings

When the design of the Architect is used again for the repetitive construction of similar structures, without amending the drawing and the specifications, the Architect's fee is computed as follows:

First structure.....	Minimum Basic Fee
Second structure	80% of Basic Fee
Third structure.....	60% of Basic Fee
Succeeding structure.....	40% of Basic Fee

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3.7 GROUP-7 Housing Projects

When the Architect is engaged to undertake a HOUSING PROJECT involving the construction of several residential units on a single site with the use of one basic plan and specifications, the MINIMUM FEE chargeable thereunder shall conform with the following:

First Unit.....10 Percent of the Construction Cost of one unit as Basic Fee

From two to ten units.....Fee of 1 unit plus 60% of Basic Fee for each additional unit

Eleven units and above.....Fee for 10 units plus 30% of Basic Fee for each additional unit

3.8 GROUP-8

Projects involving extensive detail such as furniture design, built-in equipment, special fittings, screens, counters, interiors and other detailed parts of appurtenances of buildings or structures and landscaping designs.

Minimum Basic Fee..... 15 Percent of Project Construction Cost

3.9 GROUP-9

For alterations and additions of existing structures belonging to Groups 1 to 5 enumerated above, compensation of services should be increased by 50 percent or a total of 150 percent of the Basic Fee.

3.10 GROUP-10

Where the Architect is engaged to render opinion or give advice, clarifications or explanation on technical matters pertaining to his profession, the Minimum Fee chargeable thereunder shall not be less than Two Hundred Pesos (P200.00*) per hour subject to increase depending on the extent and coverage of service required. When rendering service as an expert witness, the Architect's fee shall not be less than Five Hundred Pesos (P500.00*) per appearance irrespective of whether the scheduled hearing took place or not.

* All references to fixed amount shall refer to the value of the Peso as of November 1979. Adjustment of the price shall be made at the time of the contract.

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4. PAYMENT SCHEDULE

Note: All fees quoted are for architectural and basic engineering plan/design preparation with periodic construction supervision (PCS) services.

- 4.1 Payments on account of the Architect's basic services shall be as follows:
- a. Upon the signing of the Agreement a minimum payment equivalent to five (5%) of the compensation for basic services.
 - b. Upon the completion of the Schematic Design Services, but not more than 15 days after submission of the Schematic Design to the Owner, a sum equal to fifteen percent (15%) of the Basic Fee, computed upon a reasonable estimated construction cost of the structure.
 - c. Upon the completion of the Design Development Services, but not more than 15 days after submission of the Design Development to the Owner, a sum sufficient to increase the total payments on the fee to thirty -five (35%) of the Basic Fee computed upon the same estimated construction cost of the structure as in (b).
 - d. Upon the completion of the Contract Documents Services but not more than 15 days after submission of the Contract Documents to the Owner, a sum sufficient to increase the total payments on the fee to eighty-five percent (85%) of the Basic Fee, computed upon a reasonable estimated construction cost of the structure as in (b).
 - e. Within 15 days after the awards of Bids, the payment to the Architect shall be adjusted so that it will amount to a sum equivalent to eighty-five percent (85%) of the Basic Fee, computed upon the winning Bid Price
 - f. Upon completion of the construction work, the balance of the Architect's fee, computed on the Final Project Construction Cost of the structure shall be paid.
- 4.2 The Owner shall make partial payments during each of the various stages of the Architect's work, upon request of the Architect, provided that such payments are within the framework of the manner of payments outlined above.

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5. OWNER'S RESPONSIBILITIES

- 5.1 Provide full information as to his requirements for the project.

- 5.2 Designate when necessary, representative authorized to act in his behalf. Examine documents submitted by the Architect and render decisions pertaining thereto promptly, to avoid reasonable delay in the progress of the Architects' work. Observe the procedure of issuing orders to contractors only through the Architect.
- 5.3 Furnish or direct the Architect to obtain at the Owner's expense, a certified survey of the site, giving, as may be required, topographical surveys, grades and lines of streets, alleys, easements, encroachments, zoning, and deed restrictions, boundaries, with dimensions and complete data pertaining to existing buildings, and other improvements and full information as to available utility service lines both public and private; and test borings and pits necessary for determining sub-soil conditions.
- 5.4 Pay for structural, acoustical, chemical, mechanical, soil mechanics or other tests and reports as may be required for the project.
- 5.5 Pay for design and consultancy services on acoustic, communication, electronic, and other specialty systems which may be required for the project.
- 5.6 Arrange and pay for such legal, auditing, and insurance counselling services as may be required for the project.
- 5.7 Pay for all reimbursible expenses incurred in the project as called for in Section 6 "Other Conditions on Services" and all taxes (not including income tax) that the government may impose on the Architect as a result of the services rendered by the Architect on the project whether the services were performed as an individual practitioner, as a partnership or as a corporation.
- 5.8 If the Owner observes or otherwise becomes aware of anything that may impair the successful implementation of the project, he shall give prompt written notice thereof to the Architect.

6. OTHER CONDITIONS ON SERVICES

6.1 Conditions for Minimum Basic Fee

The "Minimum Basic Fee" referred to in Section 3.0 applies to construction work done by a Contractor on the basis of a Lump Sum Contract. Construction works that are let on cost-plus-fee basis, or on any basis other than the Lump Sum Contract, where the Architect has to render additional services shall be subject to additional compensation commensurate with the additional services required. Such additional compensation shall be in addition to the Minimum Basic Fee.

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6.2 Other Professional Services

The Architect's fee includes normal structural, electrical, plumbing/sanitary and mechanical engineering services. Other services that may be needed in order to complete the project such as services of acoustic and illumination engineers, mural painters, sculptors, interior decorators and landscape architects are to be recommended by the Architect for the owner's approval and costs for the services are to be paid for separately by the Owner.

6.3 Miniature Models

The Architect may make and include miniature models of his design studies as part of his preliminary work if he so deems it to be necessary but no extra charge for such miniature models shall be made by the Architect. However, if the Owner desires to have a miniature model of the final and approved design for exhibition and display purposes, the Owner shall pay for the cost of said miniature model.

6.4 Per Diem and Traveling Expenses

A per diem of not less than P500.00* plus traveling and living expenses shall be chargeable to the Owner on any occasion where the Architect or his duly authorized representative shall be required to perform services at a locality beyond the radius of 100 kilometers from his established office.

6.5 Extra Sets of Contract Documents

The Architect shall furnish the Owner five (5) sets of Drawings, Specifications and other contract documents. Cost of printing or reproduction of extra sets of Contract Documents when required by the Owner or his representative is to be charged to and paid for by the Owner.

6.6 Changes Ordered by Owner

If the Architect is caused additional professional services, extra drafting or other office expenses due to changes ordered by the Owner after approval of the Design Development Documents, he shall be paid for such expenses and services involved. The amount of compensation and the extension of time for the completion of the documents shall be upon mutual agreement of both parties.

*All references to fixed amount shall refer to the value of the Peso as of November 1979. Adjustment of the price shall be made at the time of the contract.

6.7 Work Suspended or Abandoned

If the work of the Architect is abandoned or suspended, in whole or in part, the Architect is to be paid by the Owner for the services rendered corresponding to the fees due at the stage of suspension or abandonment of the work.

The primary service of the Architect is the preparation of plans, specifications and other building construction documents which are actually sets of detailed instructions that shall serve as the basis for the Contractor to build the Project.

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Once the Architect has prepared all these documents he has completed the Contract Documents Phase of his services which is equivalent to EIGHTY FIVE PERCENT (85%) of his work. The remaining FIFTEEN PERCENT (15%) of his work is broken down as follows:

TEN PERCENT (10%) for the Architect's liability under the Civil Code -and-

FIVE PERCENT (5%) for the construction phase service which includes preparation of contract document forms and periodic visits during the construction.

When the OWNER therefore fails to implement the plans and documents for construction as prepared by the Architect, the Architect is entitled to receive as

compensation the sum corresponding to EIGHTY FIVE (85%) PERCENT of his fee.

6.8 Different Periods of Construction

If portions of the buildings are erected at different periods of time, thus increasing the Architect's construction phase period and burden of services, charges pertaining to services rendered during the construction phase shall be doubled. A suspension of construction for a period not exceeding six (6) months shall not be covered by this provision.

6.9 Services of Consultants

If the Owner desires to engage special consultants, such consultants shall be with the consent of the Architect and the cost of their services shall be paid for separately by the Owner and shall not be deducted from the fees due the Architect.

6.10 Separate Services

Should the Owner require the Architect to design or plan movable or fixed pieces of furniture, cabinets, covered walks, grottos, pools, landscaping and other items of similar nature, the Owner shall pay the Architect in addition to the Minimum Basic Fee, a compensation in the amount of the Construction Cost of the above work.

6.11 Full-time Supervision

Upon recommendation of the Architect and with the approval of the Owner, full-time construction inspectors as will be deemed necessary shall be engaged and paid for by the Owner. The full-time construction inspectors shall be under the technical control and supervision of the Architect and shall make periodic reports to the Owner and to the Architect as to the progress and quality of the work done.

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6.12 Estimates

Any Statements of Probable Construction Cost, or any Semi-Detailed or Detailed Cost Estimates submitted by the Architect is accurate only up to a certain degree. This is so because the Architect has no control over the cost of labor and materials, or the many factors that go into competitive bidding.

6.13 Government Taxes on Services

The Architect's Fee as stipulated in Section 3 "Minimum Basic Fee" is net to the Architect. Any tax that the government may impose on the Architect as a consequence of the services performed for the Project (exclusive of income tax) shall be paid by the Owner.

6.14 Ownership Document

All designs, drawings, models specifications and copies thereof, prepared and furnished by the Architect in connection with any project are instruments of professional service. As instruments of service they are the property of the Architect whether the work for which they were made may be executed or not, and are not to be reproduced or used on other work except with a written agreement with the Architect.

This is in pursuance with the pertinent provisions of Republic Act 545 promulgated on June 17, 1950 and of Presidential Decree No. 49 on the "Protection of Intellectual Property" issued on November 14, 1972.

6.15 Cost Records

During the progress of work the Owner shall furnish the Architect two (2) copies of records of expenses being incurred on the construction. Upon completion of the project, the Owner shall furnish the Architect two (2) copies of the summary of all cost of labor, services, materials, equipment, fixtures and all items used at and for the completion of the construction.

6.16 Design and Placement of Signs

All signboards of contractors, sub-contractors, jobbers and dealers that shall be placed at the project site during the progress of construction shall be approved by the Architect as to size, design and contents. After the completion of the project, the Owner or his building lessee shall consult the Architect for the design and size of all signboards, letterings, directories and display boards that will be placed on the exterior or public areas attached to the building, in order to safeguard the Owner's interest that nothing will be installed inside or outside of the building that would mar the safety and aesthetics of the structure.

6.17 Project Construction Cost

Project Construction Cost as herein referred to, means the cost of the completed structure to the Owner including plumbing and electrical fixtures, mechanical equipment, elevators, escalators, air-conditioning system, automatic fire sprinkler system, alarm and clock system, communications and electronic system, elements attached to the building and all items indicated in the drawings designed by or specified by the Architect and his consultant.

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Other items if designed and planned by the Architect, such as movable or fixed pieces of furniture, cabinets, covered walks, grottos, pools, landscaping and other items of similar nature are to be paid for separately by the Owner to the Architect as stipulated in Section 6.10 (Separate Services)

The Project Construction Cost does not include any Architect's fee or Engineer's fee or the salaries of the construction inspectors. When labor or materials are furnished by the Owner below its market cost, the cost of the work shall be computed upon such current market-cost.

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SPECIALIZED ALLIED SERVICES

1. INTRODUCTION

1.1 Architecture -- the blending of aesthetics, functions, space and materials results from the application of the skills of many people. Time and Technology have moved to a level where other allied professions are needed to complete, complement or supplement the necessary services for a building project. Today, the environmental design professions, of which architecture has a lead part, are involved with a total commitment to improving the way we live.

1.2 The Architect's main responsibility to his client is to produce a structure that will house the activity it was intended for that is well-planned, soundly constructed, aesthetically satisfying and within the financial limitation of the project.

- 1.3 The Architect's responsibility to society is to make sure that not the structure alone but also its physical environment can enhance the lives of all people. He relates not only to purely design and build professions but to allied professions as well, to achieve totality in design.
- 1.4 The design of the structure proper falls under the Architect's Regular Services (UAP Doc. 202).
- 1.5 Design services needed within and outside the building which require specializations fall under "Specialized Allied Services" namely:
 - a. Interior Design
 - b. Acoustic, Communication and Electronic Engineering
 - c. Landscape Design
 - d. Physical Planning
 - e. Comprehensive Planning

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203-a. INTERIOR DESIGN SERVICES

(Please also refer to R.A. No. 8534, The Interior Design Act of 1998 and to the specific provisions of R.A. No. 9266 that clearly state that architectural interiors form part of the scope of practice of the regulated profession of architecture)

1. INTRODUCTION

- 1.1 In the design of the structure, the Architect works on a concept. For the realization of this concept, the Architect builds his structure making both exterior and interior spaces contribute to the total design concept of the structure.
He designs and develops interiors of buildings and residences such that they contribute to the physical, visual and intellectual comforts of the users.

2. EXPERTISE

- 2.1 Depending on the complexity of the project, the Architect may get assistance from Consultants whose expert advice may be needed in the detailing of interior elements.

3. SCOPE OF SERVICES

- 3.1 The Architect, upon designing a structure, houses specific activities by controlling the spaces where these activities are to take place. The various spaces are designed to make the space fit the specific mood and the required activity.

Due to the discovery of new products and equipment, interior design has become a field of specialization. As such it offers the following services:

- a. Prescribes furniture and interior design finishes appropriate for different activities and spaces and prepares furniture and furnishing layout.
- b. Prepares the design and schedule of furniture giving their dimensions, specifications and locations.

- c. Assists the client in conducting bids or negotiations with furniture fabricators and other suppliers.
- d. Checks and approves samples of materials and shop drawings of furniture, furnishings, fixtures and decor items.
- e. Conducts final inspection and approval of furniture and other item.

4. PAYMENTS

4.1 For projects including extensive detailing such as furniture design, built-in equipment and special fittings, the Architect is paid 15% of the cost of the work. The fee may however vary from 12% to 20% depending on the complexity of the work to be undertaken.

4.2 The fee of the Architect as stipulated above includes the fee of the Consultant working with the Architect.

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4.3 Should the Client hire separately the services of the Consultant, the fee of said Consultant shall be on the account of the Client and paid directly by the Client. In such a case, the fee of the Architect for coordinating the work and relating the work of the Consultant to the design concept of the Architect will be 5% of the cost of the work.

4. PHYSICAL PLANNING SERVICES

(Please also refer to P.D. No. 1308, The Environmental Planning Act and to the specific provisions of R.A. No. 9266 that clearly state that site and physical planning form part of the scope of practice of the regulated profession of architecture)

4.1 When the Architect is commissioned to do physical planning for building sites such as Industrial Estates, Commercial, Institutional and Government Centers, Sports Complexes, Tourist Centers, Resorts, Amusement Parks, Educational Campuses, Housing Subdivisions and the like, the services are as follows:

- a. Confers with the Client on project requirements and secures and/or generates sufficient data base from which reliable projections and/or analyses can be made for translation to physical design.
- b. Examines laws, ordinances, rules and regulations affecting the project.
- c. Prepares concept development plans and report from relevant information gathered by other disciplines.
- d. Prepares scaled preliminary plans showing physical allocation of areas, roads and pedestrian arteries, basic utility layouts and building envelopes.
- e. Prepares budgetary estimate of cost of physical development.
- f. Undertakes modifications, revisions and changes as may be required.
- g. Prepares Final Plans, report and Specifications needed for approval by the proper government agencies concerned.

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DESIGN SERVICES**

**5. PHYSICAL PLANNING
SCHEDULE OF FEES**

Type 1

5.1 Physical Planning for building sites such as Industrial Estates, Commercial Centers, Sports Complexes, Resorts, Tourist Centers, Amusement Parks, Educational Campuses, Institutional and Government Centers, and Site Planning of any complex consisting of several structures within a contiguous site.

- * Basic rate for the first 50 hectares or less - P 5,000 per hectare
- * Over 50 hectares up to 100 hectares - P250,000 plus P 4,5000 per hectare in excess of 50 hectares
- * Over 100 hectares up to 200 hectares - P475,000 plus P 4,000 per hectare in excess of 100 hectares
- * Over 200 hectares - P875,000 plus P 3,000 per hectare in excess of 200 hectares

* All References to fixed amount are based on the 1979 purchasing value of the Peso. Adjustment of the fee shall be made at the time of the contract due to inflation and other factors.

Type 2

5.2 Subdivision Planning for housing on properties within Metro-Manila, cities, regional centers and provincial capitals.

- * Basic rate for the first 100 hectares or less - P 3,000 per hectare
- * Over 100 hectares up to 200 hectares - P300,000 plus P 2,3000 per hectare in excess of 100 hectares
- * Over 200 hectares - P550,000 plus P 2,000 per hectare in excess of 200 hectares

Type 3

5.3 Subdivision Planning for housing on properties located on other localities beside those under Type 2.

- * Basic rate for the first 100 - P 2,000 per hectare

hectares or less	
* Over 100 hectares up to 200 hectares	- P200,000 plus P 1,5000 per hectare in excess of 100 hectares
* Over 200 hectares	- P350,000 plus P 1,000 per hectare in excess of 200 hectares

The rate stipulated under Article 5 above is based on the assumption that the land to be developed is moderately flat. If the land is rugged with steep terrain the fee shall increased by thirty percent (30%).

6. OTHER CONDITIONS ON PHYSICAL PLANNING

- 6.1 The Architect may undertake the site planning of a project requiring a composite arrangement of several buildings enveloped on a contiguous site of a moderate size of three (3) hectares or less. Any commission on physical planning of a larger magnitude or a complex nature, should be done by the Architect with several years of experience in planning or has had additional academic training in planning. He should most importantly possess administrative, technical and managerial ability aside from an equitable social commitment.
- 6.2 Should other services be required by the project, such as environmental studies, feasibility study, market analysis, movement systems, impact analysis and others, said services should be performed by an Architect acting as the prime professional of the team.
- 6.3 The cost for environmental studies surveys, site investigation and titling of the parcels of land shall be on the account of the Owner.
- 6.4 The detailed design of the building and landscaping elements is not part of physical planning services and shall be treated separately under the "Architects Regular Services" or "Specialized Allied Services".
- 6.5 For the preparation of detailed engineering drawings and specifications on roads, drainage, sewerage, power and communication system an additional fee of four percent (4%) of the cost of the development is to be charged.

203-e. COMPREHENSIVE PLANNING SERVICES

(Please also refer to P.D. No. 1308, The Environmental Planning Act)

1. INTRODUCTION

- 1.1 In the planning discipline, the process of coming up with a plan is made more explicit. The gathering of data is made more scientific by the analysis and synthesis of data with the use of certain scientific tools for analysis like statistics. The preparation of the final plan gives alternative options through consideration of various factors such as social and economic cost benefits, forecasting of environmental consequences and the like.
- 1.2 Comprehensive Planning Services is based on the concept of expanded planning services to include other activities necessary for the proper handling of the numerous components considered in the formulation of a master development plan.

2. DEFINITION OF COMPREHENSIVE PLANNING SERVICES

- 2.1 Comprehensive Planning Services is the range of all services offered by the environmental-planner from data base gathering to environmental impact statements up to the formulation of the Master Development Plan.
- 2.2 In the formulation of the Master Development Plan, the following components are to be considered:
 - a. Physical Component

Concerned with land use and the changes which occur within the physical environment (within the space where these activities take place).
 - b. Economic Component

Concerned with the nation's assets and its management
 - c. Socio-Cultural Component

Concerned with the people, their living conditions and the seeking of ways to ameliorate it.

d. Transport Component

Concerned with the movement of people and goods from one place to another.

e. Legal and Administrative Component

Concerned with the relationship of policies to the existing laws.

3. EXPERTISE

- 3.1 Planning calls for the detailed study of physical, social, economic and administrative components and as such requires the expertise and knowledge of other specialists. (Refer to succeeding diagram.)

4. THE ARCHITECT AS ENVIRONMENTAL PLANNER

(Please also refer to P.D. No. 1308, The Environmental Planning Act and to the specific provisions of R.A. No. 9266 that clearly state that site and physical planning form part of the scope of practice of the regulated profession of architecture)

- 4.1 The Architect's ability to synthesize and organize into a whole, various information relating to the user's needs, user's perception and expectations, site and climatic factors, construction technology, materials, cost and other information has qualified him to take the lead role in any undertaking that cut across various disciplines.
- 4.2 The Environmental Planner is concerned with the management and use of land as well as the conservation and upgrading of the human environment. Since the Architect, with experience in planning, has the social commitment and technical experience as coordinator of several disciplines, he is qualified as the Environmental Planner and leader of the multi-disciplinary team to offer Comprehensive Planning Services.

5. COMPREHENSIVE PLANNING SERVICES

- 5.1 When the Environmental Planner is commissioned to do town and regional planning or urban renewal projects, he performs the following:
- Identifies existing land use, resources, social behavior and interaction.
 - Undertakes environmental analysis, feasibility studies, demographic analysis.
 - Examines existing laws, ordinances, political/social constraints.
 - Prepares concept development plans, policies, implementing strategies to arrive at the Master Development Plan.

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COMPREHENSIVE PLANNING SERVICES**

6. COMPENSATION FEES

6.1 As a specialized service, the Architect shall be compensated for by the following methods:

a. Professional Fee plus Expenses

The fee of the Architect-Planner for the physical planning component is based on the schedule prescribed under UAP Doc. 203-D "Physical Planning Services" while the fee for consultants, researches and other out of pocket expenses are reimbursable to the Architect.

b. Multiple of Direct Personnel Expense

Refer to UAP Doc. 208-B "Methods of Compensation" for details.



THE UNITED ARCHITECTS OF THE PHILIPPINES

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ARCHITECT'S NATIONAL C O D E

STANDARDS OF PROFESSIONAL PRACTICE

- 204 • CONSTRUCTION SERVICES**
- 205 • POST-CONSTRUCTION SERVICES**
- 206 • COMPREHENSIVE ARCHITECTURAL SERVICES**
- 207 • DESIGN-BUILD SERVICES**
- 208 • SELECTION OF THE ARCHITECT
AND METHODS OF COMPENSATION**

204-a. FULL-TIME SUPERVISION

1. INTRODUCTION

- 1.1 For the past 50 years in our country, the design and building construction process is undertaken by four principal members namely:
- a. The OWNER who orders for the implementation of a project;
 - b. The ARCHITECT and his ENGINEER - CONSULTANTS who render design services and limited inspection work;
 - c. The CONTRACTOR who performs the construction work;
 - d. The individual or group of individuals who assist on the supervision and delivery of the work.

2. FULL-TIME SUPERVISION

- 2.1 Up to the early fifties when projects were manageable in size, the Architect was assisted by a construction inspector, traditionally called Clerk-of-Works. As projects become more complex, there is a need for a construction supervision group who will do the full-time inspection at the jobsite. The Construction Supervision Group is normally recommended by the Architect based on their performance and hired by the Owner. He is responsible both to the Owner and the Architect.

3. FUNCTIONS

The fundamental functions and primary responsibilities of the construction supervision group are:

3.1 Quality Control of Work

He makes certain that the Contractor complies with the plans, specifications and called other contract documents and assures that workmanship is in accordance with sound and accepted construction practices.

3.2 Evaluation and Construction Work

He assists the Architect and the Design Engineer in the evaluation of the work of the Contractor.

3.3 Keeping of Records, Reports and Contract Documents

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FULL-TIME SUPERVISION

4. DESCRIPTION OF TASKS

4.1 Quality Control

- a. Assist the Contractor in the interpretation of the Contract Documents.
- b. Obtain from the Architect additional details of information if, and when required at the jobsite for proper execution of the work.

- c. Conduct on-site observations and check the quality of the work, materials and equipment for consistency with the Contract Documents.
- d. Notify Contractor if any material or any portion of the work does not conform to specifications or if unacceptable in quality. Confirm these in writing.
- e. Follow-up and check daily on corrective work being undertaken.
- f. Check that materials are properly stored, handled, and used on the project.
- g. Inspect safety measures taken by the Contractor.
- h. Supervise/Perform sampling and testing of materials when necessary. Promptly report test results to those concerned.
- i. Check, in the company of Contractor and others concerned, testing of plumbing, electrical, air conditioning, mechanical and other installations.
- j. Disallow the installation of any material and equipment for which shop drawings have not been duly approved by the Architect.
- k. Forbid the use of materials, tools and equipment, or workmanship which do not conform with the plans and specifications.
- l. Require the removal or repair of defective or faulty construction; or of construction which could not be inspected in place; or the construction of a critical item, expressly identified as such, and which was performed without inspection.
- m. Stop any work which is not being done in accordance with the plans and specifications and the Contract Agreement between the Owner and the Contractor.
- n. Before a project nears its completion stage, make a list of items for correction, and check each item as it is corrected before final inspection.

4.2 Evaluation

- a. Consider and evaluate suggestions or modifications which may be submitted by the Contractor to the Architect and report them with recommendations to the Architect for final decision.
- UAP DOC. 204-a**
FULL-TIME SUPERVISION
- b. Review and verify nature, quantities, and Contractor's prices on change orders.
 - c. Confirm, review and verify Emergency/Extra Work Orders claimed by the Contractor.
 - d. Review with all concerned the requisitions for payment as submitted by the Contractor and forward them with recommendations to the Architect for disposition.
 - e. Be alert to the various schedules of completion date and to conditions which may cause delay in completion, and report same to the Architect. When the construction work has been completed in accordance with the Contract

Documents, advise the Architect that the work is ready for general inspection and acceptance.

4.3 Records

- a. Keep in the field office an orderly file of:

Copy of the Contract Agreement
Copy of Approved Plans and Specifications
Copies of Building Permits and Licenses

4.4 Make daily Inspection Reports which include:

- a. Weather Conditions
- b. Manpower Availability and Distribution of Skills
- c. Construction Activities by Phase (Structural, Sanitary, Electrical, Mechanical, Architectural, etc.)
- d. Equipment Utilization
- e. Materials Delivered/Checked
- f. Correspondence/Memoranda Received
- g. Correspondence/Memoranda Transmitted
- h. Agreement/Decisions Made
- i. Official Visitors
- j. Observations/Recommendation

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FULL-TIME SUPERVISION

- 4.5 Keep in file the following documents:
 - a. Progress and Accomplishment Reports
 - b. Change Orders
 - c. Payments Processed
 - d. As-Built Drawings/Information
 - e. Maintenance and Operation manuals of equipment certifications, guarantees, and the like for items furnished on the project.

5. OTHER FUNCTIONS OF THE CONSTRUCTION SUPERVISORY GROUP

- 5.1 Conduct regular coordination meetings with the Owner, the Architect-Engineer-Consultant, the Contractor, and such other parties as may be required, or their designated representatives.
- 5.1 Attend conferences called by the Owner or the Architect/Engineer-Consultant.
- 5.2 Accompany the Owner, the Architect/Engineer-Consultant or their representative(s), and government inspectors during their visits to the project.

6. LIMITATION OF AUTHORITY

- 6.1 The Construction Supervision Group shall not enter into the field of responsibility of the Contractor's project superintendent.
- 6.2 He shall not make decisions on matters that are the sole responsibility of the Architect and/or Design Engineer.

7. LEGAL RESPONSIBILITY

- 7.1 The Construction Supervision Group is responsible to the Owner on administrative matters. On technical matters he is responsible to the Architect and the Design Engineers. He does not have any legal responsibility as far as the present Civil Code is concerned. It is still the Architect and the Design Engineer who are responsible for their designs while the Contractor is responsible for his construction work.

8. QUALIFICATIONS

- 8.1 Full-Time Inspectors must be at least a college graduate who has a degree in Bachelor of Science in Architecture, Civil Engineering, Mechanical Engineering, Sanitary Engineer or Electrical Engineering. He must have some experience in designing and very knowledgeable in building materials and in construction.

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SUPERVISION**

9. COMPENSATION

The Construction Supervision Group is usually recommended by the Architect and is paid by the Owner either on a salary basis or on an agreed flat rate per month. Overtime work is paid on a higher rate.

10. THE ARCHITECT AS FULL-TIME SUPERVISOR

- 10.1 When requested by the Owner, the Architect can also perform full-time supervisory services. As the Architect of the project, he is in a better position to interpret his drawings and documents for compliance by the Contractor. He can assign his staff to undertake the full-time supervisory work and perform those works enumerated under articles 3, 4, and 5.
- 10.2 The services of the Architect as full-time supervisor can be compensated for by any of the following methods:
 - a. Percentage Fee Method
A fee of 1% to 1½% of the Project Construction Cost.
 - b. Multiple of Direct Personnel Expense Method (Refer to UAP Doc. 208)

204-b

CONSTRUCTION MANAGEMENT

1. INTRODUCTION

- 1.1 Due to the growing complexity of construction projects, there is a need to have a more effective cost control and faster project implementation scheme. The Construction Manager has emerged to fill this need in the construction industry.
- 1.2 The Construction Manager could be a member of the staff of the Owner or he could be an independent individual or firm hired by the Owner to manage the construction of a particular project.

2. FUNCTIONS

- 2.1 Coordination and Supervision
 - a. Recommends the General Contractor and Specialty Trade Contractors that would work with the construction team.
 - b. Coordinates and supervises all construction groups involved in the project.
 - c. Approves methods and systems of construction.

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- 2.2 Cost and Time Control
 - a. Programming, planning and scheduling of all construction activities and sees to it that these are properly monitored during execution phase.
 - b. Prepares Pert CMP and Cash Flow
 - c. Reviews all Change Orders and Payments prior to approval of Owner.

2.3 Quality Control of Work and Keeping of Records

The functions of the Construction Supervision Group become part of the responsibilities of the Construction Manager. (Refer to Doc. 204-A for complete functions of Construction Supervision Group).

The Construction Manager may hire the Construction Supervision Group under his employ or it could be a separate group hired directly by the Owner but works under the control of the Construction Manager.

3. LIMITATION OF AUTHORITY

- 3.1 The Construction Manager shall not involve himself directly with the work of the Contractor such that it may be construed that he is relieving the Contractor of his responsibility as provided for in the Civil Code.
- 3.2 He shall not impose methods, systems or designs that will substantially affect the construction schedule and impair the design concept of the Architect.
- 3.3 He shall not interfere with the Architect's design if such design generates the necessary environmental and aesthetic quality of the project.

4 LEGAL RESPONSIBILITY

- 4.1 The Construction Manager usually reports directly to the Owner and he is therefore responsible to the Owner on all aspects of the programming, coordination, quality control of the work and cost control.
- 4.2 However, he has no legal responsibility should the equipment fail to function as per design or should a portion of the building collapse.

It is the Architect with his Design Engineers and the Contractor who are responsible by law for their designs and construction respectively.

5. QUALIFICATIONS

- 5.1 The Construction Manager may be an individual or a firm.
- 5.2 The individual or the principal of the firm must be a professional, preferably an Architect or Engineer, long experienced in the construction field and possessed with managerial talent and capabilities.
- 5.3 Those who were contractors or who have been in responsible charge of construction are usually capable of making the transition from Contractors to Construction Managers.

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6. THE CONSTRUCTION MANAGER CONTRACT

- 6.1 Construction management contracts are professional service contracts normally negotiated between the Owner and the Construction Manager. A basic fixed fee of 1½% to 3% of the estimated construction cost is the total compensation. The contract provides for reimbursement for the actual costs of certain designated services and general condition items.

7. OTHER CONSTRUCTION MANAGEMENT CONTRACTING CONCEPTS

- 7.1 To motivate the Construction Manager to reduce acquisition and operating costs, the services of the Construction Manager is compensated for by a range of incentive-type contracts and provisions.

During the initial stages of acquisition, incentive type contracts are appropriate such as:

- a. Award Fee Provisions-

The Construction Manager has the opportunity to obtain an award fee of specified maximum size if the measured cost-related values meet or exceed the specified target values.

- b. Price Adjustment Provision-

The contract price is adjusted upward or downward in accordance with a prearranged formula.

- c. Operating and support cost factor provision provides a direct incentive on operating and support costs.

- 7.1 For the later stages of a project, contract types are used to encourage better construction management services. The preceding types of contracts for construction management services are used according to gross estimates and complexity of work.

- a. Firm Fixed Price -

The Owner will pay the Construction Manager a fixed fee. The fee will be unaffected by variations between the estimate and the bids or by change orders during the construction phase unless the Owner initiates an increase in scope.

b. Fixed Price Incentive -

The Owner will pay the Construction Manager a fixed fee which is adjusted according to the difference between the final allowable costs and the target costs.

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c. Cost plus Incentive Fee (CPIF) or Cost plus Adjusted Fee (CPAF) -

Cost reimbursement type contracts will provisions for a fee that is adjusted by "sharing" formulas applied to the difference between the final allowable costs and the target costs.

d. Cost Plus Fixed Fee -

The Owner will pay the construction management a fixed fee plus reimbursement of certain expenses incurred in the performance of basis services.

8. THE ARCHITECT AS THE CONSTRUCTION MANAGER

8.1 Trained in the coordination of various specialties, the Architect can also serve as the Construction Manager. He can easily supervise and make sure that all construction activities are properly monitored and followed and that all workmanship is of the quality desired with all costs incurred justified.

Since construction management is not part of the regular services of the Architect, the services rendered by the Architect as a Construction Manager shall be compensated of separately.

MATRIX OF FUNCTIONS

THE CONSTRUCTION TEAM

1. The Owner who orders for the implementation of a project;
2. The Architect and his Engineer-Consultants who render design services and limited inspection work;
3. The Contractor who performs the construction work; and
4. The individual or group of individuals called Clerk-of-Works, Resident Inspector or Works Engineer who is hired by the Owner to do full-time inspection work.

He assists in the Construction Phase of the project and is responsible to the Architect on technical matters.

5. The individual or firm called the Construction Manager who assists on the supervision and delivery of the work.

The Construction Manager may have a group of full-time inspectors in his staff or hire the necessary inspectors for the owner. The functions of the full-time inspectors are therefore included under the responsibility of the Construction Manager in this matrix.

FUNCTIONS							
A. PRE-DESIGN PHASE							
A-1 Selection of prime professional Architect or Engineer	●						
A-2 Selection of Consultants	●	●	●				
A-3 Site Selection and Evaluation	*	●	●				
a. Utilities		●	●				*Owner might have acquired site already.
b. Transportation		●	●				
c. Cost		●	●				
d. Land-Use		●	●				

A-4 Feasibility Study						
a. Technical (definitive drawings and specifications)	●	●				
b. Socio-Economic	●					
c. Marketing	●					
d. Financial	●					

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FUNCTIONS						
e. Budgetary Estimate	●	●				
f. Programming & Scheduling	●	●				
A-5 Topographic Survey	●	●				
A-6 Soil Investigation		●				
A-7 Environmental Impact Study	●					
A-8 Design, Criteria, Applicable Codes & Regulations	●	●				
A-9 Clearances						
a. Human Settlements	●					
b. Subdivision Regulation Entity	●					
c. National Pollution Control Commission	●					
d. National Housing Authority	●	●				
e. Building Official	●	●				
A-10 Space & Functional Relationships	●					
B. DESIGN PHASE (Preparation of Contract Documents)						
B-1 Preliminary Design						
a. Outline Specifications	●	●				
	●	●				

b. Preliminary Estimate		●	●			●	
c. Presentation Drawings & Models		●	●				
B-2 Construction Documents							
a. Working Drawings		●	●				
b. Specifications		●	●				
c. General Conditions		●					

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FUNCTIONS							
B-3 Procurement Specifications		●	●			●	
B-4 Bill of Materials						●	
B-5 Cost Estimates	*	*				●	* Based on certain parameters to serve only as guide on bidding
B-6 Approval of Contract Documents	●						
B-7 Authentication of Contract Documents (plans and specifications)	●	●	●				
C. BIDDING OR NEGOTIATION PHASE							
C-1 Selection of Const. Manager	●	*	*				*Recommendatory
C-2 Selection of Gen. Contractor	●	●	●				
C-3 Selection of Specialty Trade Contractors	●	●	●	●		●	
C-4 Selection of Bids & Awards Committee	●						
C-5 Preparation of Bid Documents		●	●				
C-6 Distribution of Bid Documents	●	●	●			●	
C-7 Advertising	●					●	
C-8 Evaluation		●	●			●	

C-9 Awards of Contracts	●						
D. CONSTRUCTION PHASE							
D-1 Selection of Full-Time Inspectors	●	*	*			●	*Recommendatory
D-2 Full-Time Inspection					●	●	
D-3 Part-Time Inspection		●	●				
D-4 Secure Building Permits & Licenses	●			●		●	

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FUNCTIONS							
D-5 Payment of Building Permits & Licenses	●			●			
D-6 Provision of Temporary Filed Offices, & Utilities				●			
D-7 Pert CPM							
a. Preparation				●			
b. Review		●	●				
c. Approval	●					●	
D-8 Keeping of Field Records for the Owner							
a. Time Records					●	●	
b. Materials & Equipment					●	●	
c. Progress Reports					●	●	
d. Change Orders					●	●	
e. Payments					●	●	
f. As-Built Information					●	●	
g. Shop Drawings					●	●	
h. Filed Logbook					●	●	

i. Contract Documents					●	●	
j. Test Results					●	●	
k. Minutes of Meeting & Correspondences					●	●	
D-9 Request for Change Orders	●	●	●	●			
D-10 Issuance of Change Orders		●	●				
D-11 Evaluation of Change Orders		●	●	●	●	●	
D-12 Approval of Change Orders	●					●	

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FUNCTIONS							
D-13 Progress Payments							
a. Billing			●				
b. Verification of Billing				●	●		
c. Certificate of Payment		●	●			●	
d. Payment	●						
D-14 Interpretation of Drawings, Specifications and Other Contract Documents		●	●		●	●	
D-15 Resolution of Conflict on Technical Matters Relative to Drawings, Specifications & Other Contract Documents		●	●				
D-16 Assist in Solving Construction Problems Caused by Unforeseen Contingencies & Exigencies		●	●		●	●	
D-17 Preparation of Shop Drawings				●			
D-18 Approval of Shop Drawings		●	●				
D-19 Quality Control							
a. Testing and Sampling of				●	●	●	

Materials at Site or Factory						
b. Inspection of Structural System		●		●	●	
c. Inspection of Mechanical System		●		●	●	
d. Inspection of Electrical System		●		●	●	
e. Inspection of Sanitary/ Plumbing System		●		●	●	
f. Inspection of Architectural Works & Finishes	●			●	●	
g. Inspection of Civil Works				●	●	
h. Overall Field Coordination			●		●	

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FUNCTIONS						
D-20 Approval of Samples of Finishing Materials		●				
D-21 Coordination of Works of Various Contractors & Specialty Trade Contractors			●		●	
D-22 Adherence to Approved Schedule						
a. Equipment			●		●	
b. Labor			●		●	
c. Material/Deliveries			●		●	
D-23 Cost Control						
a. Cash Flow	●				●	
b. Purchasing of Materials/ Equipment/Services	●				●	
c. Value-Engineering			●		●	
d. Cost Records				●	●	
D-24 Safety Measures						
a. Preparation of Requirements			●	●	●	
b. Implementations				●		
c. Inspection				●	●	
D-25 Testing of Systems						
a. Sanitary/Plumbing		●	●	●	●	

b. Electrical			•	•	•	•	
c. Mechanical & Other Equipment			•	•	•	•	
d. Other Auxiliary Systems			•	•	•	•	
D-26 Substantial Completion							
a. Inspection		•	•		•	•	
b. Preparation of Check, List of Uncompleted Work and/or Defective Work					•	•	

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FUNCTIONS							
D-27 Completion							
a. Preparation of Request for Final Inspection			•				
b. Certification from Government Agencies			•				
- Certificate of Occupancy			•	•	•		
- Certificate of Final Inspection of Electrical, Sanitary and Mechanical			•				
c. Certificate of Complete Payment of Contractor's Labor, Materials and Equipment			•				
d. Preparation of As-Built Drawings			•				
e. Verification of As-Built Drawings				•			
f. Issuance of Operating Manuals			•				
g. Main Utility Connection			•				
h. Filing of report and Guarantee Bond			•				
i. Certificate of Final Payment							
- Verification of Billing				•	•		

- Issuance of Certificate		●	●			●	
- Acceptance	●					●	
- Payment	●						
E. POST-CONSTRUCTION PHASE							
E-1 Maintenance	●						
E-2 Issuance of Maintenance Guidelines & Operating Instructions				●			

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FUNCTIONS							
E-3 Correction Measures on Deficiencies				●			
E-4 Start-Up of Plant Equipment & Correction Adjustment				●			
E-5 Final Report				●		●	

LIMITATION OF AUTHORITY OF THE CONSTRUCTION SUPERVISORY GROUP AND THE CONSTRUCTION MANAGER

1. He shall not enter into the field of responsibility of the contractors' project superintendent.
2. He shall not make decisions on matters that are the sole responsibility of the Architect and/or Design Engineer.

POST-CONSTRUCTION SERVICES

1. INTRODUCTION

- 1.1 Post-construction services “wraps-up” the whole range of architectural services. It gives full meaning to what the professional calls Comprehensive Architectural Services. The channel of communications from building owners and operators to architects, builders, manufacturers and building research groups is maintained so that information on performance and upkeep of buildings, and building component is readily available.
- 1.2 The involvement of the Architect in post-construction services helps maintain the necessary channel of communications between the designers and the end users. Some of the services are the following:
 - a. Building and Equipment Maintenance
 - b. Building and Ground Administrations
 - c. Post-Construction Evaluation

2. BUILDING & EQUIPMENT MAINTENANCE

- 2.1 With the completion of the structures and consequent turnover to the Owner, the latter can hire the services of an “in-house” Architect. It shall be the duty of the Architect to see to it that the building and all the parts thereat (plumbing and lighting fixtures, partitions, etc.) as well as all the equipment (air conditioning; sprinkler system, generators, etc.) are in good working condition and properly maintained.

3. BUILDING & GROUNDS ADMINISTRATION

- 3.1 Aside from building and equipment maintenance, the “in-house” Architect functions as the building and grounds administrator. Specifically, the responsibilities of a building and grounds administrator are:
 - a. Billing of tenants for rentals and utilities like electricity, water, telephone and gas.
 - b. Monitoring of security and janitorial services.
 - c. Must be conversant with local ordinances and building regulations enacted to protect health, life and property.

4. POST-CONSTRUCTION EVALUATION

- 4.1 Whenever desired by the Owner, the Architect can offer post-construction evaluation services. His services shall then consist of the following:
 - a. Evaluate the initial program versus the actual use of facility.
 - b. Determine the effectiveness of the various building systems and the materials systems and the materials systems in use.

- c. Evaluate the functional effectiveness of the plan
- d. Study the application and effectiveness of the design construction process undertaken.

UAP DOC. 205
POST-CONSTRUCTION SERVICES

5. METHOD OF COMPENSATION

- 5.1 The method of compensation can either be (1) salary basis or (2) management fee based on percentage of gross rentals. The rate of the fee is from 4% to 6% of gross rentals.
- 5.2 In both cases, the expenses for repairs of the building and equipment and maintenance of the grounds are paid separately by the Owner.

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COMPREHENSIVE ARCHITECTURAL SERVICES

1. INTRODUCTION

- 1.1 The concept of Comprehensive Architectural Services crystallized through the years in response to the demands of today's complex building projects. The transition of the architectural profession from providing "basic" and "additional" services to a comprehensive nature is due to the fact that a continuity of services related to design and construction is necessary for the execution of a completely viable project.
- 1.2 Comprehensive Architectural Services is a range of professional services that covers Pre-design Services, Allied Services, Construction Services and Post-Construction Services.
- 1.3 In this extended dimension, the Architect is the prime professional. He functions as creator, coordinator and author of the building design with which a project will be constructed.
Architects have to be knowledgeable in a number of fields in addition to those that are concerned mainly with building design for him to properly assist and serve his client.
- 1.4 It is not expected that the Architect will actually perform all the services. Rather, he is to act as the agent of the Client in procuring and coordinating the necessary services required by a project.

2. SCOPE OF COMPREHENSIVE ARCHITECTURAL SERVICES

- 2.1 Pre-Design Services (UAP Doc. 201)
 - a. Economic Feasibility
 - b. Project Financing
 - c. Architectural Programming
 - d. Site Selection and Analysis
 - e. Site Utilization and Land-Use Study
 - f. Promotional Services
 - g. Space/Management Study
- 2.2 Design Services: Regular Architectural Services (UAP Doc. 202)
 - a. Preliminary Design
 - b. Work Drawings
 - c. Specifications and Other Contract Documents
 - d. Part-Time Supervision

- 2.3 Specialized Allied Services
(UAP Doc. 203)
 - a. Interior Design
 - b. Landscape Design
 - c. Acoustics, Communication and Electronic Engineering
 - d. Planning
- 2.4 Construction Services
(UAP Doc. 204)
 - a. Full-Time Supervision
 - b. Construction Management
- 2.5 Post-Construction Services
(UAP Doc. 205)
 - a. Building and Equipment Maintenance
 - b. Building Administration

3. COMPREHENSIVE ARCHITECTURAL SERVICES

3.1 Project Management

When the Owner hires an Architect or a firm to coordinate the whole range of Comprehensive Architectural Services this constitute Project Management.

3.2 Project Management is therefore that

group of a management activities over and above normal architectural and engineering services carried out during the pre-design, design and construction phases, that contribute to the control of time, cost and quality of construction of a project. It is a procedure by which an Owner, desiring to embark on a project of unusual scope and complexity, engages a professional management service to provide technical consultations during the conceptual and design stages of a project and also to provide for organizing and directing consultation activities, including purchasing, supervision, inspection and acceptance.

3.3 It is the intention and the practice of project management not to impinge or relieve the designers and contractors of their respective normal duties and responsibilities in the design and construction of the project. Project Management is supposed to augment, supplement and be complimentary to the functions of Architects, Engineers and Contractors in meeting the broad and complex requirements of usual projects.

4. THE PROJECT MANAGER

4.1 Basic Functions

- a. In the Team Concept of construction, the Project Manager (individual or firm) operates as a member of an Owner-Architect-Engineer-Contractor Team.

In the Team Approach, each member of the team will have precedence and exercise leadership in his own sphere of operations or expertise.

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In accordance with this principle, the Architect and the Engineer-Consultants will have prime responsibility for the design of the project.

- b. The Contractor shall be responsible for his men and equipment and the delivery of the project as per contract. The Owner's role is to make decisions on the project and to assure that funds are available to complete the project within the budget estimates.

- c. The Project Manager's role is to plan, program and monitor the various activities, and act as an adviser on material costs and construction methods. His primary responsibility, therefore, is the exercise of overall cost control. It relieves the Owner of many of the anxieties that usually beset him, particularly those concerned with forecasting costs and completion dates.

4.2 Detailed Functions

a. Pre-Construction Phase

As early as practicable during design development, perhaps, concurrently with the Architect's commission, the Project Manager should enter regular consultation with Architects and Engineers (AE) and with the Owner on all aspects of planning for the project. Pre-bid management service might include, but not necessarily encompass all of or be limited to the following:

- a-1 Advise Owner and Architect on practical consequences of their decisions and design options. Review drawings and specifications, architectural and engineering, for the purpose of advising on site conditions, appropriate materials alternatives, construction feasibility of various systems and the possible design and cost implications of local availability of materials and labor.
- a-2 Prepare periodic cost evaluations and estimates related to both the overall budget and to the preliminary allocations of budget to the various systems. These cost estimates will be successively revised and refined as working drawings for each system are developed. The Project Manager will advise the Architect-Engineer and the Owner whenever the refined estimates shows the probability of exceeding the budget allocation, or whenever the construction time required for a given system is likely to prolong or delay completion schedule.
- a-3 Recommend for early purchase (by the Owner) of those specified items of equipment and materials that require a long lead time for procurement and delivery and expedite purchases in general.
- a-4 Advise on the pre-packing of bidding documents for the awarding of separate construction contracts for the various systems and trades. This will include advising on the sequence of document preparation to facilitate phased construction work during completion of the design development.
- a-5 Consider the type and scope of work represented by each bid package in relation to time required for performance, availability of labor and materials, community relations and participate in the schedule of both design and construction procedures.

- a-6 As schedule criteria of design and construction emerge, the Project Manager may, with the cooperation of the Architect-Engineer, work some of the design operations into an overall CPM or other network scheduling operation.
- a-7 Check bid packages, drawings and specifications to eliminate overlapping of jurisdictions among the separate contractors.
- a-8 Review all contract documents to be sure that someone is responsible for general requirements on the site and for temporary facilities to house the management and commerce. The project manager should ascertain that specifications for such headquarters and furnishings are adequate to the operation. Sometimes the general requirements are a separate contract under which temporary site buildings, general guardrails, some items of machinery, access and security measures are taken care of, either by a separate contractor or one of the primes doing other parts of the work. As early as possible, the project manager should set up a checklist of such general requirements to be sure that someone is responsible for each.
- a-9 Conduct pre-bid conferences among Contractors and Manufacturers of systems and sub-systems to be sure that all bidders understand the components of the bidding documents and the management techniques that will be applied including any computerized inter-communication, network scheduling and cash flow controls.
- a-10 Review stipulations of the Owner with the bidders regarding the project management personnel, services control authorities, insurance, bonding, liability and other aspects and requirements of the project.

b. Construction Phase

The Project Manager reviews all bids for compliance with stipulated conditions. He also makes recommendations for awards and may, with the concurrence of the Architects, Engineers and Owner enter into the pre-qualifying and actual awarding process. On a phased construction project, he will coordinate the awards with the planning schedule and provide the following services:

- b-1 Manage the general coordination and scheduling of work.
- b-2 Maintain his own supervisory and inspection staff at the jobsite as well as conducting factory inspections as required.
- b-3 Observe work in progress to assure compliance with drawings and specifications.
- b-4 Confer with Architects and Engineers when clarification or interpretation of the documents becomes necessary.
- b-5 Obtain and transmit in writing to all concerned any contract interpretations where any possible dispute may arise.

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- b-6 Set up on-site lines of authority and communication to be sure progress of work of all contractors is unimposed and the intent of the Architects and Engineers is accurately fulfilled.

- b-7 Set up assurances, perhaps in the form of organization charts, showing the project administrator exactly what on-site personnel and organization channels are provided and see that no changes are made without the written approval of the administrator.
- b-8 Establish procedures or coordination among the administrator, architects, engineers, separate contractors and the construction management organization.
- b-9 Conduct such conferences among successful bidders as may be necessary to maintain schedule and clarify any matter in dispute.
- b-10 Revise and refine estimates as construction proceeds and as required to incorporate approved changes as they occur. Monitor estimates and changes to be sure that neither the schedule nor the budget is in danger of being exceeded.
- b-11 Establish procedures for processing shop drawings, catalogs, and samples, the scheduling of material requirements, and prompt cash flow as job phases are completed.
- b-12 See that each contractor's labor and equipment are adequate for the work and the schedule.
- b-13 Be aware of safety programs developed by each separate contractor and specially those safety provisions for the overall job as provided by the general requirements contractor. (The Project Manager should be sure that this attention to safety provisions does not relieve the separate contractors of their responsibilities or liabilities for safety or property damaged).
- b-14 Assist the Owner and the various Contractors in the development and administration of an overall labor relations program for the project.
- b-15 Update and keep current the CPM or other computerized overall control and be sure that all parties with the need to know are informed.
- b-16 Maintain records at the jobsite and elsewhere including, but not limited to, records of all contracts, shop drawings, samples, purchases, subcontracts, materials, equipment, applicable codes and standards, etc. These records are to be available to the Architect and Engineers and Owner and may become property of the Owner at the time of final payment.
- b-17 Maintain cost accounting records of all job components including separate accounting of the consequences of any change order and its effect of the schedule.
- b-18 Keep accurate progress reports during all stages of construction.
- b-19 Review and process all applications for progress payments.

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- b-20 Review all requests for changes and submit recommendations to the Architects, Engineers and the Owner.
- b-21 Implement any special Client requirements regarding processing forms or job conditions.
- b-22 Be prepared to supply documentation required in the handling of claims or disputes (and be sure the cost of preparing any such submission is covered one way or another in the construction management agreement).

- b-23 Advise Owner to obtain from qualified surveyors such as certified records of site conditions, elevations, floor levels, etc., as may be required.
 - b-24 Insure that Contractors maintain a current set of records working drawings and specifications.
 - b-25 Set up a joint inspection of the whole project at some specified interval prior to completion, the inspection to be made by the Project Manager in company with the Owner, the Architects and Engineers and other interested parties. This inspection and the final inspection should be followed by decisions on the part of all concerned as to the most economical and/or expeditious ways of handling a "punch list" of incomplete and/or faulty installations
- 4.3 Note that the Project Manager's Agreement should stipulate that none of his inspection work will relieve any Contractor of his responsibility to provide acceptable materials or to properly perform the work in accordance with the drawings and specifications. Until such time as the lines of liability are more clearly defined, no part of the Project Manager's function should be construed as providing direct supervision or instruction of the work or methods of the Contractor.

5. LIMITATION OF AUTHORITY

- 5.1 The limitation of authority of the Project Manager is similar to that of the Construction Manager.
- a. The Project Manager shall not involve himself directly with the work of the Contractor such that it may be construed that he is relieving the Contractor of his responsibility as provided for in the Civil Code.
 - b. He shall not impose methods, systems or designs that will substantially affect the construction schedule and impair the design concept of the Architect.
 - c. He shall not interfere with the Architect's design if such design generates the necessary environmental and aesthetic quality of the project.
- The Project Manager shall provide the necessary management support, by applying his leadership and showing respect for co-professionals to be more effective participants in the team.

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6. LEGAL RESPONSIBILITY

- 6.1 Based on the Civil Code, the Project Manager has no legal responsibility insofar as design and construction is concerned. It is still the Architect and design Engineers who are responsible for the design, while the Contractor is solely responsible for his construction. It is for this reason that the Construction Manager and the Project Manager are not allowed to interfere in the field of design and construction as this may be construed as relieving the designers and the Contractors of responsibilities as provided by law.

7. MANNER OF PROVIDING SERVICES

- 7.1 Normally, the Architect enters into a contract with the Owner to perform comprehensive architectural services. By the very nature of the services, he assumes

the role of the Project Manager or overall coordinator whose functions is outlined in Section 4 of this document.

- 7.2 To perform the variety of services indicated in the Comprehensive Architectural Services, the Architect must make full use of his own capability as well as the services offered by other professionals.

He may expand his staff by hiring the experts needed or form a professional team consisting of the following:

- a. Architects
- b. Engineers
- c. Market Analyst
- d. Accountants
- e. General Contractors
- f. Real Estate Consultants
- g. Sociologists
- h. Planners
- I. Bankers
- j. Lawyers

- 7.3 If a Project Manager is hired by the Owner, it is the responsibility of the Project Manager to hire the Construction Manager either to be paid by him or by the Owner on a salary or percentage basis of construction cost. In the same manner, the Full-Time Supervisor will either be with the staff of the Project Manager or hired by the Owner.

8. METHOD OF COMPENSATION

- 8.1 The Project Manager is compensated on a percentage basis of 2% to 5% of estimated Project Cost.
- 8.2 If the Architect as Project Manager performs Regular Architectural services for the same project, he is compensated separately for these services as stipulated in UAP Doc. 202.

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207

DESIGN-BUILD SERVICES

1. INTRODUCTION

1.1 In any building project, there is an intricate balance between time, quality and cost. The architecture profession has been under pressure to come up with overall answers to Client's demands for simulations handling of time, quality and cost of projects with the goal of maximizing these factors.

1.2 The building industry and the architectural profession have devised several methods of project delivery with the ultimate goal of handling projects in the shortest possible time, at the lowest cost and at an acceptable quality and performance.

1.3 One method of project delivery is the Design-Build Service namely:

- a. Design-Build by Administration
- b. Design-Build on a Guaranteed Maximum Cost

1.4 Legal Responsibility

This single-point-responsibility of project delivery puts the legal liability for both the design and the construction on the Architect alone.

2. DESIGN-BUILD SERVICE BY ADMINISTRATION

When the Project is constructed under the direct and sole responsibility of the Architect, he performs the following services:

- 2.1 Prepares schedule of work, construction program, estimate and bill of materials, labor, plants, equipment and services.
- 2.2 Hires construction personnel and designates duties and remunerations thereof;
- 2.3 Negotiates and enters into contract with piecework contractors and evaluates work accomplished thereunder;
- 2.4 Procures materials, plants and equipment, licenses and permits;
- 2.5 Authorizes payments of accounts;
- 2.6 Keeps records and books of accounts;
- 2.7 negotiates with government agencies having jurisdiction over the project; and
- 2.8 Manages all other businesses of the construction;

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2.9 The above services are performed with the following conditions:

- All costs of labor and materials are paid directly by the Client. The Architect does not advance any money for payment of expenditures connected with the work.
- Although the Architect may prepare a detailed cost estimate of the Project, the estimate may be guaranteed only on a range of Ten Percent (10%) plus or minus the stated estimate.
- The Architect appoints, subject to the Client's approval a construction superintendent, a purchasing agent, a timekeeper or keepers, and a property clerk aside from the usual labor personnel required. Salaries of such persons re paid by the Client and is not deductible from the Architect's fee.
- Cost of all permits and licenses incidental to the work are paid by the Client.

2.10 The fee of the Architect for the Design-Build Service by Administration is Seven Percent (7%) of the Project Construction Cost in addition to the Architect's Fee for the Regular Design Services.

3. DESIGN-BUILD SERVICE ON A GUARANTEED MAXIMUM COST

- 3.1 Basically the services rendered by the Architect is the same as that of the Design-Build by Administration.
- 3.2 This method essentially consist of the Client being given a guaranteed maximum cost for the construction of the project.
- 3.3 The manner of payment is by lump sum amount scheduled to follow the progress of the Project. The Architect does not advance any amount to buy materials or pay labor. Instead, a “revolving capital” is given at the start of the construction
- 3.4 If there is a savings on the cost of the Project, it is divided equally between the Client and the Architect.
- 3.5 If the guaranteed maximum cost is exceeded by not more Ten Percent (10%), it is divided equally between the Client and the Architect. However, if the excess is more than Ten Percent (10%) , the Architect pays for all the extra costs in excess of the Ten Percent (10%).
- 3.6 The fee of the Architect for the Design Build Service on a Guaranteed Maximum Cost is either Ten Percent (10%) of the Project Construction Cost or is already built-in in the Guaranteed Maximum Cost. Said fee is aside from the fee of the Architect for Regular Design Services.

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SELECTION OF THE ARCHITECT AND METHODS OF COMPENSATION

208-a. SELECTION OF THE ARCHITECT

1. INTRODUCTION

In formulating this document several references were used such as the AIA - Architect's Handbook of Professional Practice, RIBA Handbook: Architectural Practice, and Management and other materials on architectural practice.

2. METHODS OF SELECTION

Three basic methods of selection are available to a Client seeking the services of an Architect:

- 2.1 Direct selection is most often used by an individual person undertaking a relatively small project.
- 2.2 Comparative selection is most often employed by committees representing institutions, corporations or public agencies.
- 2.3 Design Competitions are most frequently used for civic or monumental projects and prestigious private buildings.

3. DIRECT SELECTION

In this method, the Client selects his Architect on the basis of:

- 3.1 Reputation

- 3.2 Personal acquaintance or Recommendation of a friend
- 3.3 Recommendation of a former Client
- 3.4 Recommendation of another Architect

Usually, selection is made after information interviews and is most often based on the personal desires of and evaluation by the Client.

4. COMPARATIVE SELECTION

This is perhaps the most common method of selecting an Architect. In essence, one Architect is compared with others and the Client makes a selection based upon his judgment of which firm is most qualified for the successful execution of his project.

Usually, a system is established whereby architectural firms must first qualify for an interview by submitting information describing their firms. The Client reviews these submissions and determines that perhaps six or seven might best serve his needs. Representatives of these firms are then asked to present personally the qualifications of their organizations at an interview session:

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- 4.1 The Architect is usually given the opportunity to explain his background and particular qualifications for the project under consideration and his approach to the proposed project. He is then asked to respond to questions from the selection committee.
- 4.2 It is customary for the following information to be solicited from the Architect:
 - a. Date of organization of the firm.
 - b. References from former Clients and from some financial institutions.
 - c. Number of technical staff members.
 - d. Ability to undertake the project under consideration with due recognition of other work in the office.
 - e. A list of similar projects built in recent years covering points as:
 - a-1 Project cost
 - a-2 Efficiency factors such as square foot or cubic foot costs, per pupil costs for schools, per car costs for parking garages, or per patient costs for hospitals.
 - a-3 Unique solutions to prior commissions.
 - a-4 Names of consultants normally used for services not provided by the Architect himself.
- 4.3 The selection committee established by the Client may consist of experienced laymen; it may have on it representatives of other professions or the construction industry and it may include other concerned persons with related expertise, including Architects and Engineers. The Architect should attempt to ascertain the composition of the selection committee so that this presentation can be given at the appropriate technical level. He should also learn in advance the general scope of the project and the location of the site. This information should be readily available from the prospective Client.
- 4.4 After the selection committee has interviewed each of the applicants, checked references and possibly visited actual buildings designed by each Architect, it forms its opinion of the most capable firm and then undertakes the negotiations of the Owner-Architect Agreement and the compensation to be paid for architectural services.

- 4.5 The Client, in order to be prepared for this negotiation, may undertake an inquiry into the methods of compensation used for similar projects.
- 4.6 The Architect should be prepared to discuss the nature of the compensation. He should be able to explain to the Client the scope of services of the Architect and the Minimum Basic Fee as prescribed by the Architect's National Code, which is mandatory. Throughout each discussion, the Client must remember that he is purchasing professional services, that the cost of these professional services is very minor compared to the total cost of his contemplated project, and that often more extensive architectural services can result in the lowest total project cost. The Client is buying personal services and expertise and should not be misled by the lure of the lowest compensation amount.

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SELECTION OF THE ARCHITECT

- 4.7 It is important for the Architect to be aware of the Standards of Ethical Practice, concerning solicitation of a Client when another Architect has been retained for a project. An attempt to supplant another Architect who is in the process of negotiating for a commission should be viewed as detrimental to the selection process.
- 4.8 The Client, while obviously interested in retaining a firm which has done similar types of projects, should be aware that many firms have done outstanding projects in their first attempt in a field in which they have had little or no experience. Similarly, many young and/or small firms have been known to do outstanding work and should be given serious consideration.
- 4.9 Some other factors which should be considered in retaining an Architect include his ability to establish realistic construction costs and his success in producing a design within that framework; his ability to maintain an appropriate time schedule and his success in administering construction contracts.
- 4.10 Of interest to some clients is the number of technical employees who will be assigned to their projects. With work of significant magnitude, size of technical staff of Consultants is extremely important. Execution of multi-million dollar projects in a limited span of time requires a significant concentration of capable technical employees.

5. ARCHITECTURAL DESIGN COMPETITIONS

In the Philippines, the large majority of the Architects belong to the UAP, therefore, they will abide by the UAP's rules for design competitions as embodied in UAP Document 209. It is important for the client contemplating a design competition to read this document.

5.1 Design competitions are based on the process whereby various architectural firms submit solutions to a particular problem and are judged on the comparative excellence of their submissions as evidence of their imagination and skill. The successful Architect is then awarded the design of the actual project. Competitions offer many advantages to both the Architect and the Owner. For instance, firms which might not be otherwise be considered for the project are encouraged to compete for the commission. In particular, the opportunity to compete for a commission is offered to those young firms or those not previously having extensive experience with the type of project under consideration but are willing to spend the time necessary to enter the competition. On the other hand, there are some disadvantages to design competitions: for example, a firm that is extremely competent in the type of building under consideration might not wish to spend the time or effort required to enter the competition. Obviously, the Client must decide if the effort on the part of both the Client and competitors is worthwhile.

5.2 Some competitions have resulted in the construction of outstanding buildings; some have produced disastrous results. The Client contemplating the selection of an Architect by this means, should discuss this matter with other organizations who have conducted similar competitions so that he is well aware of the pros and cons. This method of selection is usually the most expensive and time consuming and, for these reasons, its use is generally limited to very large or historically important civic or commercial projects.

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SELECTION OF THE ARCHITECT

UAP Document 209 Competition Code sets forth the procedures under which such competitions should be held, with a view toward producing the most satisfactory selection of an Architect.

5.3 If a Client is considering conducting a design competition, he should first seek the assistance of the UAP or one of its local components. One of the first steps will be the selection of a registered

Architect as the Professional Advisor. He assists the Client, writes the program, advises on the choice of the jury, answers questions, and conducts the competition so that all competitors receive equal treatment, and so that strict anonymity is observed to the end that neither the Owner, the Advisor, nor the jury will be aware of the identity of the author of any design until after the jury makes its report.

5.4 At least a majority of the jury is composed of practicing Architects and the jury examines the rates and competition drawings. The drawings are as few in number and as small in scale as will express the general design of the building. The program specifies the limits of the cubical contents or square meter area and the total construction costs. Normally the program must include a guaranteed contract on usually acceptable terms between the Owner and the Architect selected by the jury, assuring that the winner of the competitions will be offered the assignment as Architect. Special provisions to substitute for this requirement are made for public Owners. Adequate cash prizes to compensate for the costs of submitting the drawings must be assured to a reasonable number of competitors. In addition to the prizes, fees and expenses should be paid to the advisor and to the members of the jury. A considerable variation is possible in the size, complexity, and objectives of design competitions.

5.5 The Client may wish to combine methods of selection: for instance, a design competition could be held between several equally qualified firms that have been chosen through comparative selection procedures. In such a case, the Client would be well advised to actually engage these firms for an appropriate level of compensation in order for them to actively pursue the initial studies upon which a final selection would be made.

208-b

METHODS OF COMPENSATION

1. INTRODUCTION

1.1 The Architect has to deal with the pragmatic aspects of money, politics and business development while striving for excellence as a professional. He has to play the

dichotomous role of serving his Client and seeing to it that his Client's needs are compatible with the goals of Society.

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1.2 Today, the Architect is being asked to apply the architectural process to entire neighborhoods, campuses, cities and even regions. The present market for architectural services demands more from the Architect and imposes broader responsibilities for creating and directing man's environment.

1.3 These increased Client needs have created greater demands in architectural offices. Increased time on projects, more professional time and greater expenditures are required. As a consequence, the Architect is spending more direct costs, overhead and outside consulting costs. A compensation agreement based directly on percentage of construction cost should provide for adjustments in compensation should the project, due to its complexity, entail extra overhead, indirect and consulting costs on the part of the Architect.

1.4 The experienced Architect knows that a fair margin of profit in the practice makes it easier to serve the Client's interest more effectively. Furthermore, the work of a successful Architect enhances the image and reputation of the profession.

2. CRITERIA

The criteria for computing the Architect's compensation should be based on mutual evaluation of the amount of the architectural firm's talents, skill, experience, imagination, effort and time available for, and required by the project.

The method of compensation should:

2.1 Be fair to the Architect in that it should permit him to recover his costs and net him an adequate profit, provided he is reasonably efficient.

2.2 Be fair to the Client and the Architect by reflecting the value of the Architect's services.

2.3 Be flexible to protect the Architect from cost increases because of changes or the scope of the commission.

2.4 Not create legal problems for the Architect.

2.5 Encourage the Client to be cooperative and supportive.

2.6 Provide incentive for the Architect to produce the highest design quality.

2.7 Be easy to understand and simple to use.

2.8 Provide a basis for the Client to predetermine his costs for architectural services, and be otherwise acceptable to him.

2.9 Encourage the Architect to develop a solution which will result in the lowest possible construction cost consistent with the Client's requirements.

2.10 Not focus the Client's attention on "price", but rather on the quality and performance of the Architect's services.

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2.11 Protect the Architect against the rising costs of providing services during the course of a commission.

3. METHODS OF COMPENSATION

3.1 Percentage of Construction Cost

This is a world-wide used method of compensation for architectural services. The amount of the percentage is related to the size and the type of the Project.

This method is fair to both the Client and the Architect as the fee is pegged to the cost of the Project the Client is willing to undertake.

It is similar to the percentage fee concept being charged by realtors, developers and lawyers.

It is flexible and easy to apply since if there will be changes, additions or deductions of the work demanded by the Project or required by the Client, the Owner-Architect Agreement need not be supplemented.

3.2 Multiple of Direct Personnel Expenses

This cost-based method of compensation is applicable only to non-creative work such as accounting, secretarial, research, data gathering, supervision, preparation of reports and the like.

This method of compensation based on technical hour expended does not account for creative work because the value of a creative design cannot be measured by the length of time the designer has spent on his work.

This method may therefore be applied only on Pre-Design Services, Supervision Work and other works which the Architect may perform other than the Regular and Specialized Allied Design Services. The computation is made by adding all costs of technical services (man-hours x rate) and multiply it by a multiplier to take care of overhead and profit.

The multiplier ranges from 2 or 2.5 depending on the office set-up, overhead and experience of the Architect and the complexity of the Project.

Other items such as cost of transportation, living and housing allowances of foreign consultants, out-of-town living and housing allowances of local consultants, and the like, are to be charged to the Client and reimbursed to the Architect. At the start of the commission, the Architect shall make known to the Client the rate of professionals and personnel who will be assigned to the Project and the multiplier that has to be applied before agreeing to this method of computation.

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FORMULA

Assume:

A = Architect's rate/hour
C = Consultant's rate/hour
T = Rate per hour of Technical Staff, researchers and others involved in the Project

N_1, N_2, N_3 = No. of hours spent by Architect, Consultants and Technical Staff

M = Multiplier. From 2 to 2.5 depending on office set-up and experience of Architect and complexity of the Project. Multiplier to take care of overhead and reasonable profit.

R = Reimbursable expenses such as transportation, housing and living allowance of Foreign Consultants, transportation, per diem, housing and living allowance of local consultants and technical staff if assigned to a place over 100 km. from area of operation of the Architect;

Cost of printing of extra sets of drawings, reports, maps, contract documents, etc. over the five (5) copies submitted to the Client; overseas and long distance telephone calls; technical and laboratory tests, licenses, fees and taxes etc. needed by the Project

Direct Cost = $AN_1 + CN_2 + TN_3$

Fee = Direct Cost x Multiplier

Total Cost of Service charged to the Client = Fee + R

3.3 Professional Fee Plus Expenses

This method of compensation, frequently used where there is a continuing relationship on a series of projects. It establishes a fixed sum over and above reimbursement for the Architect's technical time and overhead. An agreement on the general scope of the work is necessary in order to set an equitable fee.

3.4 Lump Sum or Fixed Fee

Some governmental agencies sometimes request a form of contract which establishes a fixed sum for architectural and engineering services.

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This concept of compensation is more than not, disadvantageous to both the Client and the Architect. Firstly, it represents a risk situation to the Architect, since his costs may exceed the agreed amount.

Secondly, as there are often changes made by the Client either during the design or construction stage it adds cost not only to the construction but also to the work of the Architect. This will mean that for every change in the work, the Architects and the Client will have to supplement their contract to stipulate the additional fee and time involved.

In the bureaucratic system of the government this will entail more paper work and time-consuming efforts, not only the computation and haggling of the fee for the extra work but also in the arduous processing for the approval of the supplementary work within the Client's agency and the Auditing agency. If the Client's agency is under the Office of the President, the task is made doubly difficult.

The end result of this exercise is a delay on the work of the architect and an upset on critical timetable of the project of the Client.

3.5 Per Diem Plus Reimbursable Expense

In some cases a Client may request an Architect to do work which will require his personal time such as:

- a. Attend Board Meetings or Conferences
- b. Ocular inspection of possible sites
- c. Confer with others regarding prospective investments or ventures and the like

For these particular activities, the Architect may be paid on a per diem basis plus out-of-pocket expenses such as travel, accommodations and subsistence, long-distance telephone calls, secretarial service, etc.

3.6 Mixed Methods of Compensation

The UAP Documents provide for more than one method of compensation on a Project. Each Project should be examined to determine the most appropriate method of establishing an equitable method of compensation between the Architect and the Owner. There is no reason that an assortment of compensation methods should not be used if appropriate in a single Project.

For example, Pre-Design Services and Construction Work Services could be compensated on a multiple of Direct Personnel Expense, while the Regular and Specialized Allied Design Services could be paid on a Percentage of Construction Cost basis.

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METHODS OF COMPENSATION

MAY I ALWAYS BUILD

I will open my eyes to VISION, that I may unlock the message in the stone and the clay. Let me sense in the sand and the iron and the tree the Mystery beyond all mysteries, the Builder beyond all building. With Vision MAY I ALWAYS BUILD.

I will open my mind to HUMILITY, that I may remember my debt to those who have taught me, and strive to discharge it to those whom I teach. Let me be always aware that my days are short, my work is long, my talent endures not forever. In humility MAY I ALWAYS BUILD.

I will open my heart to PATIENCE, that those for whom I plan may not be denied their true answer through any haste of mine or shallow

expediency. As my art grows in the building of man's shelter, so may my heart grow in the building of man's happiness. Patiently MAY I ALWAYS BUILD.

I will open my hands to ARTISTRY, that I may skillfully turn point, line and plane to the support and protection of man's body, to the nourishment of his hope, to the preservation of his culture. Let my tools be adroit and ready weapons in his resistance to decay and his struggle to be free. With Artistry MAY I ALWAYS BUILD.

Even if the whole world ravage and destroy, MAY I ALWAYS BUILD. Let my work go beyond creed and color and nation, bridging the world of difference, letting fall to ruin the House of War and enlarging the House of Peace. While the breath of the Great Architect is in me, MAY I ALWAYS BUILD.

THE UNITED ARCHITECTS OF THE PHILIPPINES

OBJECTIVES:

- * **TO UNITE ALL REGISTERED ARCHITECTS IN THE PHILIPPINES.**
- * **TO ESTABLISH AND PROMOTE THE HIGHEST STANDARDS OF ETHICAL CONDUCT AND EXCELLENCE IN THE PRACTICE AND SERVICE OF THE ARCHITECTURAL PROFESSION.**

- * TO UPLIFT THE STANDARDS OF ARCHITECTURAL EDUCATION, CONDUCT RESEARCHES, ACCUMULATE AND DISSEMINATE INFORMATION AND IDEAS IN ARCHITECTURE, ENVIRONMENTAL DESIGN, ECOLOGY, TECHNOLOGY, CULTURE AND OTHER RELATED FIELDS.
- * TO COOPERATE AND COORDINATE WITH OTHER ALLIED PROFESSIONS, TRADES AND INDUSTRY.
- * TO PARTICIPATE IN MATTERS CONCERNING NATIONAL DEVELOPMENT OF THE COUNTRY.
- * TO COOPERATE AND COORDINATE WITH INTERNATIONAL ORGANIZATIONS IN THE FIELD OF ARCHITECTURE, ENVIRONMENTAL DESIGN AND OTHER FIELDS OF ARTS, SCIENCE AND TECHNOLOGY; AND
- * TO RENDER ANY LAWFUL AND APPROPRIATE ASSISTANCE TO ANY OF ITS MEMBERS.
- * HOPING TO FIND IN THE FULFILLMENT OF THESE AIMS ITS MODEST CONTRIBUTIONS TOWARDS THE MAKING OF A BETTER AND HAPPIER WORLD TO LIVE IN.