1. INTRODUCTION

1.1 Applicability of this Document

1.1.1 While these implementing rules and regulations specifically refer to the “individual” professional practice of the Architect as a natural person, the same may also apply to the Architect’s “group practice” as part of a juridical entity i.e. as a DTI-registered sole proprietorship or as a SEC-registered partnership or corporation, subject to full compliances with Sec. 37 of R.A. No. 9266 (The Architecture Act of 2004) and its implementing rules and regulations and derivative regulations including resolutions of the Board and the Commission.

1.1.2 Foreign Architects offering services under this service are subject to full compliances with Sec. 38 of R.A. No. 9266 and its implementing rules and regulations (including resolutions of the Board which calls for a “local counterpart Architect” for any foreign architect) and other periodic issuances of the Board and the Commission as well as procedures/requirements of the Department of Labor and Employment and the Bureau of Immigration and Deportation governing such foreign architects. Therefore, a foreign architect practicing architecture in the Philippines for projects on Philippine soil must first secure a Temporary/ Special Permit (TSP) and a work permit from the Department of Labor and Employment (DoLE) and must work in collaboration with a local counterpart Architect who is a Registered and Licensed Architect (RLA) under Philippine law.

1.1.3 Business Process Outsourcing (BPO) and Knowledge Process Outsourcing (KPO) firms which have been DTI- or SEC-registered in the Philippines to provide services for overseas clients are not authorized to provide architectural services for projects located on Philippine soil unless they are PRC-registered architectural firms satisfying Sec. 37 of R.A. No. 9266 and its implementing rules and regulations (IRR) and its derivative regulations including resolutions of the Board and other periodic issuances of the Board and the Commission.

1.1.4 The Architect’s outputs described / listed under this SPP may be expanded or increased depending on the requirements of the project or the Architect’s experience, capabilities and specialization/s.

1.2 Regular Design Services of an Architect

1.2.1 In regular practice, the Architect acts as the Owner’s/ Client's/ Proponent’s Adviser and/or Representative. He translates the Owner's needs and requirements to spaces and forms in the best manner of professional service.

1.2.2 The Architect’s work starts at the inception of the project when the Owner outlines his requirements to the Architect. The work covers the various aspects of the project, from analysis and study of the needs and requirements, to the preparation of the necessary instruments of service, and finally to the supervision during project implementation. It ends only when the general contractor or builder turns over the completed project to the Owner.
2. SCOPE OF SERVICES

2.1 Project Definition Phase

This phase involves the definition of the requirements of the project by the Owner. The Architect in turn informs the Owner of the technical requirements of the project and the concomitant professional fees. In this phase, the Architect:

2.1.1. consults with the Owner to ascertain the conceptual framework and related requirements of the project and confirms such requirements with him.

2.1.2. gathers relevant information and data leading to the definition of the requirements of the project, including the scope of the Architect's services.

2.1.3. reviews and refines the owner's space requirements and translates them into an architectural program.

2.1.4. prepares an initial statement of probable construction cost.

2.2 Schematic Design Phase

This phase consists of the preparation of schematic design studies derived from the Project Definition Phase, leading to conceptual plans. The Architect:

2.2.1 evaluates the Owner's program, schedule, budget, project site and proposes methods of project deliveries.

2.2.2 prepares the initial line drawings representing design studies leading to a recommended solution, including a general description of the project for approval by the Owner.

2.2.3 submits to the Owner a Statement of the Probable Project Construction Cost (SPPCC) based on current cost parameters.

2.3 Design Development Phase

Based on approved schematics and conceptual plans, the Architect prepares:

2.3.1 the Design Development documents consisting of plans, elevations, sections and other drawings,

2.3.2 outline specifications to fix and illustrate the size and character of the entire project as to type of materials, type of structural, electrical, mechanical, sanitary, electronic and communications systems.

2.3.3 diagrammatic layout of construction systems, and

2.3.4 an updated SPPCC for submission to the Owner.

2.4 Contract Document Phase

Based on the approved Design Development Documents, the Architect:

2.4.1 prepares the complete Contract Documents consisting of detailed designs and
construction drawings, setting forth in detail the work required for the architectural, structural, electrical, plumbing/ sanitary, mechanical, electronic and communication works prepared by the Architect and the respective professionals involved.

2.4.2 prepares Technical Specifications describing type and quality of materials, finish, manner of construction and the general conditions under which the project is to be constructed.

2.4.3 submits to the Owner seven (7) sets of all construction drawings and technical specifications for purposes of obtaining a building permit.

2.4.4 updates the SPPCC based on changes in scope, requirements or market conditions.

2.4.5 assists the Owner in filing the required documents to secure approval of government authorities having jurisdiction over the design of the Project.

2.5 Bidding or Negotiation Phase

2.5.1 In this phase, the Architect:

a. prepares the Bid Documents such as forms for contract letting, documents for construction, forms for invitation and instruction to bidders, forms for bidders’ proposals, general / specific conditions of contract, etc.

b. assists the Owner from the early stage of establishing a list of prospective Contractors to awarding of the construction contract.

2.5.2 For competitive bids / procurements, the Architect:

a. furnishes complete sets of the Bid Documents for purposes of bidding in as many sets as may be required to conduct a successful bidding. The said documents are loaned to bidders at an amount sufficient to cover direct and indirect costs attendant to the preparation, packaging, reproduction and delivery of the said documents.

The Bid Documents are the intellectual property of the Architect (Sec. 33 of R.A. No. 9266), and must be returned by all entities acquiring bid documents. A bond may be required to assure the return of the Bid Documents.

The Architect retains the sole ownership and copyright to the said documents (Sec. 33 of R.A. No. 9266). As such, bidders must not reproduce nor use the documents for unauthorized purposes. The Owner also must not use the documents for any other purpose other than the project for which the Owner and Architect signed an agreement.

b. helps in organizing and conducting pre-bid conferences,

c. responds to questions from bidders,

d. assists the Owner in obtaining proposals from Contractors, analyzes bid results and prepares abstract of bids, notice of award, notice to proceed and other construction contracts.

2.5.3 For negotiated contracts, the Architect performs similar functions as in item 2.5.2 but negotiates with one Contractor instead of many bidders.
2.6 **Construction Phase**

In this phase, the Architect performs the following:

2.6.1 makes decisions on all claims of the Owner and Contractors on all matters relating to the execution and progress of work or the interpretation of the Contract Documents.

2.6.2 prepares change orders, gathers and turns over to the Owner written guarantees required of the Contractor and Sub-Contractors.

2.6.3 makes periodic visits to the project site to familiarize himself with the general progress and quality of work and to ascertain that the work is proceeding in accordance with the Contract Documents. The Architect shall not be required to make exhaustive or continuous 8-hour on-site supervision to check on the quality of the work involved and shall not be held responsible for the Contractor's failure to carry out the Construction work in accordance with the Contract Documents. During such project site visits and on the basis of his observations, he shall report to the Client defects and deficiencies noted in the work of Contractors, and shall condemn work found failing to conform to the Contract Documents.

2.6.4 determines the amount owing and due to the Contractor and issues corresponding Certificates for Payment for such amounts based on his observations and the Contractor's Applications for Payment. These Certificates will constitute a certification to the Client 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. The Architect shall conduct the necessary inspection to determine the date of substantial and final completion and issue the final Certificate of Payment to the Contractor.

2.6.5 Should more extensive inspection or full-time (8-hour) construction supervision be required by the Client, a separate full-time supervisor shall be hired and agreed upon by the Owner and the Architect subject to the conditions provided in the SPP Document on Full-Time Supervision. When the Architect is requested by the Owner to do the full time supervision, his services and fees shall be covered separately in conformance with the applicable and appropriate SPP Document.

3. **MANNER OF PROVIDING SERVICES**

There are two ways by which the Architect may enter into contract with the Owner as the Lead Professional working with other professionals in the engineering and allied professions:

3.1 with a **single** contract between the Architect and Owner, and sub-consultancy contracts between the Architect and the other professionals working with the Architect.

3.2 with the Architect and the engineering and allied professionals executing **separate** contracts with the Owner.

In both cases, the professional responsibilities and civil liabilities of each State-regulated professional remains separate. The Architect does not assume any of the responsibilities and liabilities of the other professionals (RLPs).

4. **PROJECT CLASSIFICATION**

Professional architectural work is classified in accordance with the degree of complexity and the
creative skill required to meet the requirements of the Client within technical, functional, economic and aesthetic constraints. Based on these groupings, the corresponding scale of charges shall be prescribed in the Architect’s Guidelines to determine the fair remuneration to the Architect.

4.1 **Group 1**

Buildings of the simplest utilization and character which shall include but not be limited to the following:

- Armories
- Bakeries
- Habitable Agricultural Buildings
- Freight Facilities
- Hangars
- Industrial Buildings
- Manufacturing / Industrial Plants
- Other similar utilization type buildings
- Packaging and Processing Plants
- Parking Structures
- Printing Plants
- Public Markets
- Service Garages
- Simple Loft-Type Buildings
- Warehouses

4.2 **Group 2**

Buildings of moderate complexity of plan / design which shall include but not be limited to the following:

- Art Galleries
- Banks, Exchange and other Buildings
- Financial Institutions
- Bowldromes
- Call Centers
- Churches and Religious Facilities
- City/Town Halls & Civic Centers
- College Buildings
- Convents, Monasteries & Seminaries
- Correctional & Detention Facilities
- Court Houses/Halls of Justice
- Dormitories
- Exhibition Halls & Display Structures
- Fire Stations
- Laundries & Cleaning Facilities
- Libraries
- Malls / Mall Complexes
- Motels & Apartels
- Multi-storey Apartments
- Nursing Homes
- Office Buildings / Office Condominium
- Park, Playground and Open-Air
- Recreational Facilities
- Residential Condominiums
- Police Stations
- Postal Facilities
- Private Clubs
- Publishing Plants
- Race Tracks
- Retail / Wholesale Stores
- Schools
- Serviced Apartments
- Shopping Centers
- Showrooms / Service Centers
- Specialty Shops
- Supermarkets / Hyper-marts
- Welfare Buildings
- Mixed Use Buildings
- Other buildings of similar nature or use

4.3 **Group 3**

Buildings of exceptional character and complexity of plan / design which shall include but not be limited to the following:

- Airports / Wet & Dry Ports & Terminals
- Aquariums
- Auditoriums
- Breweries
- Cold Storage Facilities
- Mental Institutions
- Mortuaries
- Nuclear Facilities
- Observatories
- Public Health Centers
Convention Facilities     Research Facilities
Gymnasiums          Stadia
Hospitals & Medical Buildings Telecommunication Buildings
Hotels               Theaters & Similar Facilities
Laboratories/ Testing Facilities Transportation Facilities & Systems
Marinas and Resort Complexes Veterinary Hospitals
Medical Arts Offices & Clinics Other buildings of similar nature or use

4.4 **Group 4**

Residences (single-detached, single-attached or duplex; row-houses or shop-houses), small apartment houses and townhouses

4.5 **Group 5**

Monumental buildings and other facilities

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

4.6 **Group 6**

Projects where the plan / design and related Contract Documents are re-used for the repetitive construction of similar buildings without amending the drawing and the specifications

4.7 **Group 7**

Housing Project involving the construction of several residential units on a single site with the use of one (1) set of plans / design, specifications and related documents

4.8 **Group 8**

Projects involving extensive detail such as designs for built-in components or elements, built-in equipment, special fittings, screens, counters, architectural interiors (AI), and development planning and/or design

4.9 **Group 9**

Alterations, renovations, rehabilitations, retrofit and expansion / additions to existing buildings belonging to Groups 1 to 5

4.10 **Group 10**

The Architect is engaged to render opinion or give advice, clarifications or explanation on technical matters pertaining to architectural works.

5. **METHOD OF COMPENSATION**

The Architect’s compensation is based on the Architect’s / architectural firm’s talents, skill, experience, imagination, and on the type and level of professional services provided. Compensation for Regular Design Services may be based on one or more of the following:
5.1 **Percentage (%) of Project Construction Cost (PCC)**

The Architect's Fee based on the PCC shall be detailed in the *Architect's Guidelines*.

5.2 **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, preparation of reports and the like. This method of compensation is based on technical hours spent and does not account for creative work since the value of creative design cannot be measured by the length of time the designer has spent on his work. The computation is made by adding all costs of technical services (man hours x rate) and then multiplying it by a multiplier to cover overhead and profit.

The multiplier ranges from 1.5 to 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 the local consultants and the like, are all to be charged to the Client. 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 on this method of compensation.

**FORMULA**

Assume:

\[ A = \text{Architect's rate} / \text{hour} \]
\[ C = \text{Consultant's rate} / \text{hour} \]
\[ T = \text{Rate per hour of Technical Staff, Researchers and others involved in the Project} \]
\[ AN, CN, TN = \text{No. of hours spent by Architect, Consultants and Technical Staff} \]
\[ M = \text{Multiplier to account for overhead and reasonable profit. The value may range from 1.5 to 2.5 depending on the set-up of the Architect's office and the complexity of the Project.} \]
\[ R = \text{Reimbursable expenses such as transportation, housing and living allowance of Consultant, transportation, per diem, housing and living allowance of local consultants and technical staff if assigned to places over 100km. from area of operation of the Architect. Cost of printing of extra set of drawings, reports, maps, contract documents, etc. over the seven (7) copies submitted to the Client, overseas and long distance calls, technical and laboratory tests, licenses, fees, taxes and similar cost items needed by the Project.} \]

Direct cost = \[ AN + CN + TN \]

Fee = Direct Cost \times M

Total Cost of Service charged to Client = Fee + R
5.3 **Professional Fee Plus Expenses**

This method of compensation is frequently used where there is continuing relationship involving a series of Projects. It establishes a fixed sum over and above the 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.

5.4 **Lump Sum or Fixed Fee**

This method may be applied to government projects since they entail more paper work and time-consuming efforts.

5.5 **Per Diem, Honorarium Plus Reimbursable Expenses**

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

5.5.1 attending project-related meetings, conferences or trips;
5.5.2 conducting ocular inspection of possible project sites; and
5.5.3 conferring with others regarding prospective investments or ventures and the like.

For these particular activities, the Architect as agent of the Owner may be paid on a *per diem* and *honorarium* basis plus out-of-pocket expenses such as but not limited to travel, accommodations and subsistence.

5.6 **Mixed Methods of Compensation**

The *SPP* provides for more than one method of compensation on a project. Each project should be examined to determine the most appropriate method of compensation.

6. **OWNER’S RESPONSIBILITIES**

6.1 Provide full information as to his requirements for the Project.

6.2 When necessary, designate a representative authorized to act on his behalf.

6.3 Promptly examine and render decisions pertaining to documents submitted by the Architect to avoid unreasonable delay in the progress of the Architect’s work. The Owner should issue orders to the General Contractor only through the Architect.

6.4 Furnish or direct the Architect to obtain at his expense, a certified survey of the site, giving, as may be required, topographical and/or relocation surveys covering grades and lines of streets, alleys, easements, encroachments and related information, boundaries, with dimensions and complete data pertaining to existing buildings, structures, trees, plants, water bodies, wells, excavations / pits, etc. and other improvements and full information as to the available utility / service lines both public and private; zoning compliances, clearances, deed/s of restrictions, encumbrances and annotations to titles, association guidelines and standards, and soil investigations / tests, borings and test pits necessary for determining soil and sub-soil conditions.

6.5 Promptly pay for architectural and all other engineering and allied services required for the project.
6.6 Pay for the design and consulting services on acoustic, communication, electronic, and other specialty systems which may be required for the project.

6.7 Arrange and pay for such legal, auditing, insurance, counseling and other services as may be required for the project.

6.8 Pay for all reimbursable expenses incurred in the project as called for in Section 7: “Other Conditions on Services” and all taxes including VAT (but 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 a natural person i.e. an individual practitioner or as a juridical entity i.e. as a sole proprietorship, partnership or corporation.

6.9 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 to the Architect.

7. OTHER CONDITIONS ON SERVICES

7.1 Conditions for the Architect’s Fee

The Architect’s Fee is based on the Project Construction Cost. Where the Architect has to render additional services, additional compensation shall be required.

7.2 Other Services

Other services that may be needed in order to complete the project such as services of acoustic and illumination engineers / specialists, mural painters, sculptors, and other service providers are to be recommended by the Architect for the Owner’s approval. Costs for these services are to be paid for separately by the Owner and shall be subject to a coordination fee payable to the Architect.

7.3 Scale Models, 3D Models and Walk-Thru Presentations

Should a scale model, 3D models and/or walk-thru presentation of the architect’s design be necessary, they are to be recommended by the Architect for the Owner’s approval. Costs for these services are to be paid for separately by the Owner and shall be subject to a coordination fee payable to the Architect.

7.4 Per Diem and Traveling Expenses

A per diem plus traveling and living expenses shall be chargeable to the Owner whenever the Architect or his duly authorized representative is required to perform services at a locality beyond 50.0 kilometers (air, straight line or radial distance) from his established office as it appears in the Architect’s letterhead.

7.5 Extra Sets of Contract Documents

The Owner shall pay the Architect for additional sets of Contract Documents.

7.6 Change/s Ordered by the Owner

If the Architect renders additional professional services due to changes ordered by the Owner after approval of the Architect’s outputs, the Owner shall pay the Architect for extra time, resources/ drafting, or other office expenses.
7.7 **Work Suspended or Abandoned**

If the work of the Architect is abandoned or suspended in whole or in part, the Owner shall pay the Architect for the services rendered corresponding to the amount due at the stage of suspension or abandonment of the work.

The primary service of the Architect is the preparation of architectural plans/designs, specifications and other building construction documents. These are sets of detailed instructions that shall serve as the basis for the General Contractor to implement the project. Once the Architect has prepared all these documents, the Architect has completed the Detailed Design and Contract Documents Phase of his services, which is equivalent to Ninety percent (90%) of his work.

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 ninety percent (90%) of the Architect's fee.

7.8 **Different Periods of Construction**

If portions of the building/s are erected at different periods of time, thus increasing the construction period and Architect's burden of services, charges pertaining to services rendered during the Construction Phase shall be adjusted proportionately. When the suspension of construction exceeds a period of six (6) months, the fee for the remaining works shall be doubled.

7.9 **Services of Specialist Consultants**

If the Owner requires the services of specialist consultants, they shall be engaged with the consent of the Architect. The cost of their services shall be paid for separately by the Owner and shall not be deducted from the Architect's fee.

7.10 **Separate Services**

Should the Owner require the Architect to design movable or fixed pieces of cabinets and other architectural interior (AI) elements, site development plan (SDP) components, urban design elements, and other items of similar nature, the Owner shall pay the Architect in addition to the Architect’s fee. The compensation shall be based on the Project Construction Cost as provided for under SPP Document 203.

7.11 **Fulltime Construction Supervision**

Upon recommendation of the Architect and with the approval of the Owner, full-time construction supervisors as will be deemed necessary shall be engaged and paid by the Owner. If no Project / Construction Manager is present, the full-time construction supervisor shall be under the technical control and supervision of the Architect and shall make periodic reports to the Owner and to the Architect regarding the progress and quality of the work done.

7.12 **Estimates**

Any SPPCC or any Cost Estimate submitted by the Architect can attain only a certain degree of accuracy. As the Architect has no control over the cost of labor and materials, or the many factors that go into competitive bidding, he does not assume any professional responsibility for such cost estimates, unless glaring errors or discrepancies are clearly evident.
7.13 **Government Taxes and Services**

The Architect’s Fee is a net amount. Any tax (exclusive of income tax) that the national and/or local government/s may impose on the Architect as a consequence of the services performed for the project shall be paid by the Owner.

7.14 **Ownership of Documents**

All designs, drawings, models, specifications and other contract documents and copies thereof, prepared, duly signed, stamped and sealed and furnished as instruments of service, are the intellectual property and documents of the Architect, whether the work for which they were made is executed or not, and are not to be reproduced or used on other work except with a written agreement with the Architect (Sec. 33 of R.A. No. 9266).

7.15 **Cost Records**

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

7.16 **Design and Placement of Signs**

All signboards of the General Contractor, 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, size of all signboards, letterings, directories and display boards that will be placed on the exterior or public areas attached to the building project in order to safeguard the Owner’s interest. Nothing should be installed inside or outside of the building that would compromise its safety and aesthetics.

7.17 **Project Construction Cost (PCC)**

Project Construction Cost (PCC) as herein referred to, means the cost of the completed building to the Owner, including the structure, plumbing/sanitary and electrical fixtures, mechanical equipment, elevators, escalators, air-conditioning system, fire protection system, alarm and clock system, communications and electronic system, elements attached to the building and all items indicated in the plans, designs, drawings and specifications prepared by the Architect and his consultants. The construction cost of other items planned and designed by the Architect, such as architectural interiors (AI) and site development plan elements and other items of similar nature, additionally planned / designed by the Architect are also part of the PCC.

The cost of materials used and the labor for their installation are part of the PCC. If these items are furnished by the Owner below its market cost, the cost of the material and labor shall nonetheless be computed on the basis of the current (and fair market value) costs.

The PCC does **not** include any of the fees for the Architect, the Engineer, the Specialist Consultants or the salaries of the construction inspectors.

7.18 **Project Development Cost**

Project Development Cost shall include cost of the construction as well as all professional fees, permits, clearances and utilities and cost of acquiring the project site / lot, cost of money, etc.