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c. A-6.01, r.7

Architects' Fees (Services to Government) Regulation

Public Administration Act
(R.S.Q., c. A-6.01)

This Regulation is deemed to be made under the Public Administration Act (R.S.Q., c. A-6.01, s. 243)

DIVISION I SCOPE AND INTERPRETATION

1. Unless otherwise provided by a law or a regulation, this Regulation applies to Government departments and agencies whose budget is voted by the National Assembly.

O.C. 2402-84, s. 1.

2. In this Regulation, unless otherwise indicated by the context:

«architect»: means a member of the Ordre des architectes du Québec or a holder of a temporary permit issued by the Order, in practice as an architect in the private sector (architecte);

«auxiliary»: means the staff of the firm other than the professional, technical or secretarial staff, including technical assistants (personnel auxiliaire);

«firm»: means an architect who carries on business individually under his own name or under a firm name, or in a partnership (firme);

«client»: means the department or agency to which the firm supplies professional services (propriétaire);

«superior»: means the architect designated by the firm to manage, coordinate and supervise the assignment, a role which may be carried out by different architects during the assignment (patron).

O.C. 2402-84, s. 2.

DIVISION II GENERAL

3. For purposes of this Regulation, professional services supplied by a firm are classified by the nomenclature prescribed in sections 4 to 9.

O.C. 2402-84, s. 3.

§ 1. Consultative services

4. Consultative services include consultations, advice, reports, estimates, evaluations, inspections, tests

and other services related to the compilation, analysis, evaluation and interpretation of data and information, for the purpose of drawing conclusions and making specialized recommendations.

O.C. 2402-84, s. 4.

§ 2. Preparatory studies

5. Preparatory studies are used as a basis for a design and conclusions or recommendations related to the carrying out of the project when, in the owner's opinion, the project requires such study.

They consist of research, exploration, surveys, detailed programs, measurement of the area of land involved in a program, analysis of conditions of possible solutions, economic studies and studies of development costs and surveys of existing works.

O.C. 2402-84, s. 5.

§ 3. Design and preliminaries

6. These services comprise two phases, namely: design and the drawing up of preliminary plans and specifications:

(1) Design:

This phase consist of sketches, free hand drawings or linear drawings, to illustrate graphically the complete program commissioned by the client. It summarizes the choice open or the overview of a project, and general guidelines for the selection of material, systems and specifications suitable for the project.

The design includes, inter alia, the following factors:

- (a) analysis of functions, services and arrangement of data for the program;
- (b) development of diagrams of interrelation of functions and services;
- (c) the layout of areas by sectors, divisions or functions;
- (d) schematic arrangement of the layout in the form of a plan;
- (e) location of the building;
- (f) diagram of interior and exterior traffic;
- (g) explanatory report of the overview of the proposed solution.

(2) Preliminary plans and specifications:

This phase consists of clarification of the design chosen, including all the constituents in the program. It includes making decisions regarding the structure, the choice of systems and materials, and the architectural treatment.

The preliminary plans and specifications include, inter alia, the following factors:

- (a) analysis of the constituents of the plan in order to determine the possibility of carrying out the design;
- (b) preparation of architectural plans on a scale suitable for detailing the spatial solutions;
- (c) preparation of plans of all the floors, cuts, elevations and characteristic details required for clear

understanding of the project;

- (d) preparation of summary specifications briefly enumerating the materials and the finishes to be used;
- (e) preparation of a cost estimate for the work by divisions of the specifications.

§ 4. Final plans and specifications

7. The final plans and specifications shall be prepared after the firm has determined under the preceding sections the bases for the final technical solution, and the client has received them and formally approved them in writing within the prescribed timetable.

These services shall include:

- (1) the preparation of plans for execution, including the overall plan, plans of all the levels and the roof, cuts and elevations of all the façades and the essential details, all on suitable scales enabling the contractor to submit a price and to construct the work;
- (2) the preparation of details, namely drawings, normally large scale, of certain parts of the building, the arrangements, the assemblies, profiles and dimensions being clearly indicated;
- (3) the compilation of the general terms or the clauses of the contract with the contractor and the descriptive specifications of all the materials and their installation and, on written request from the client, other documents required to proceed with the call for tenders;
- (4) review, by section of the specifications, of the cost estimates for the work prepared at the preliminary phase;
- (5) the issuing of additional details, analysis of bids and formulation of appropriate suggestions.

O.C. 2402-84, s. 7.

§ 5. Services during construction

8. Services during construction include those rendered in the office and on the worksite. They include:

- (1) the preparation of large-scale drawings of details that could not be foreseen during the preparation of the final plans and specifications, but that are required for construction purposes;
- (2) preparation of notices of changes and negotiations concerning them;
- (3) advice to the client on technical problems arising during the construction, which require consideration, with or without visits to the worksite;
- (4) for purposes of recommendations to the client, verification of workshop drawings and those of the manufacturers to see that they are in compliance with the plans and specifications;
- (5) correspondence regarding construction work;
- (6) for purposes of recommendations to the client; verification of substitute materials;
- (7) depending upon the frequency demanded by progress on the worksite, periodic visits to the worksite in order to make sure generally that the progress of the works, their execution, the quality of the materials and of the labour are in compliance with the requirements of the contractual documents, these visits not necessarily implying qualitative, quantitative, thorough and continuous checking;

(8) on the basis of observations made during periodic visits to the worksite, information to the client about progress of the works and defects or deficiencies noted in the work of the contractor, and orders for the redoing of work considered not to be in compliance with the contractual documents;

(9) notices to the contractor about the interpretation of plans and specifications;

(10) the drawing up of minutes of meetings at the worksite and of those held with the client;

(11) for a construction contract with a lump sum price, the checking of requests for payment and the issuance of certificates for recommendation of progress and final payments;

(12) final inspection of factors depending on his own competence and coordination of the final inspection of the other consultant firms regarding oversight of operating tests for machinery and apparatus installed, in order to determine whether they meet the warranties for capacity and yield;

(13) written recommendations to the client regarding the issuance of provisional and final notices of acceptance of the works;

(14) giving to the client, at the end of the works, a copy of the regional drawings revised and a copy of sketches and plans necessitated by request for changes.

O.C. 2402-84, s. 8.

§ 6. Special services

9. Special services consist of any additional work related to the project requested in writing by the client. In particular they include:

(1) preparation of manuals for maintenance and operation of the installation;

(2) assignment of technical and auxiliary permanent staff on the worksite;

(3) overviews in the form of sketches or plans and specifications required for preparation of notices of change required by the client;

(4) participation in special committees for the choice of artists;

(5) any other service not provided in sections 4 to 8.

O.C. 2402-84, s. 9.

DIVISION III METHODS OF PAYMENT OF FEES

10. For purposes of the scale of fees, there are three methods of charging as follows:

(1) by the hour;

(2) lump sum;

(3) percentage.

O.C. 2402-84, s. 10.

§ 1. By the hour

11. Charging by the hour involves payment for the time worked by staff members of the firm engaged,

excluding secretarial staff service.

Time spent on typing final specifications and technical reports directly related to the contract is not considered as secretarial service; in such case, the staff assigned to that work should be remunerated on the basis of the hourly rate of auxiliary staff.

O.C. 2402-84, s. 11.

12. Subject to section 11, any of the services furnished by the firm may be charged by the hour, but only in special situations. The department or the agency must, before awarding a contract, make an evaluation of the qualifications required for the staff and an estimate, based on the classification of the staff, of the number of hours required to carry out the task.

O.C. 2402-84, s. 12.

13. the procedures for charging by the hour shall be as follows:

(1) the staff assigned to the task and their qualifications for purposes of remuneration must have been accepted in writing by the client before the beginning of work on the task;

(2) the hourly rate allowable for each member of the staff of a firm shall be a fixed hourly rate, set by the Conseil du trésor in accordance with the classification prescribed by Schedule II, and including an increase to take into consideration direct expenses, indirect expenses and the firm's profit;

(3) if the firm assigned staff of a higher classification to duties that normally are performed by staff of a lower classification, the hourly rate applicable in such case shall be the one corresponding to the classification for the duty;

(4) any professional, other than an architect, who is a member of the staff of the firm, and whose participation in the program is approved by the client, shall be subject to the same hourly rate as an architect.

O.C. 2402-84, s. 13.

14. No firm may, without the written permission of the client, be paid for the superior's time, except for a number of hours not exceeding 10 % of the hours that the professional and technical staff spends on the task, and only to the extent that the services so furnished are specific to the project and are related to management, coordination and supervision.

O.C. 2402-84, s. 14.

15. Firms shall record daily the number of hours, to the nearest half hour, worked on each task and the use that the staff made of the time.

O.C. 2402-84, s. 15.

§ 2. Lump sum

16. Any lump sum charged must be negotiated between the owner and the firm engaged. The sum shall be estimated on the basis of the number of hours considered necessary for carrying out the task on the basis of the rates chargeable by the hour, or on the basis of the percentage of the cost of the works or the budget.

O.C. 2402-84, s. 16.

17. Any services furnished by the firm may be charged as a lump sum.

O.C. 2402-84, s. 17.

18. Where a lump sum is charged, the contract shall be explicit and precise in stating the results expected and the proposed timetable.

O.C. 2402-84, s. 18.

§ 3. Percentage

19. The fees of the firm may be charged as a percentage of the estimated cost of the work, as determined in the contract, for the preparation of the design and preliminary works, of any revised estimated cost for final plans and specifications, and of the actual cost of the work for services furnished during construction.

O.C. 2402-84, s. 19.

20. For the purpose of charging by percentage, buildings shall be classified as follows:

(1) Class I: sheds, warehouses, parking garages, garages, business premises, factories, power stations, swimming pools, gymnasia, marinas, multifamily dwellings, row housing, duplexes, office buildings, and elementary level educational institutions;

(2) Class II: exhibition buildings, museums, libraries, theatres, auditoria, monuments, radio and television studios, hospitals, medical clinics, reception centres and local community service centres, laboratories, kitchens, cafeterias, restaurants, single family dwellings, secondary school, college or university level educational institutions, airports, nuclear power stations, court houses and penitentiaries.

The purpose of the entire building, and not only part of the constituents, must be taken into consideration for classification.

Building that are not listed in sub-paragraphs 1 and 2 of the first paragraph, shall be placed in the Class to which they are most similar, and the choice of the class shall be made by agreement between the client and the firm.

O.C. 2402-84, s. 20.

21. (1) The expressions «estimated cost of the works» and «actual cost of the works» shall mean the total expenditure by the client for the completion of the works for which the firm provides professional services and for which it is responsible, including the cost of fixed accessories required for occupation, overheads, administrative expenses, profits of the contractor and all applicable taxes.

(2) If the client supplies labour or materials at prices lower than current prices, or if used materials are employed, the estimated or actual cost shall be that of all the materials and labour required to complete the work, as it would have been if all the materials employed had been new, and the labour had been paid at the market price at the time when the work was ordered.

(3) The following are excluded from the «estimated cost of the works» or the «actual cost of the works»;

(a) fees or expenditures of firms awarded contracts for the project;

(b) works required for any process of production, fabrication, processing or transformation contained in the work;

(c) cost of acquiring immovables;

(d) cost of demolishing buildings, unless they form part of the construction contract;

- (e) cost of borings, test, analyses, checking and supervision of materials;
- (f) cost of moving private or public utilities carried out by their respective owners;
- (g) expenses resulting from errors or omissions by the firm;
- (h) the cost of works of art.

(4) The estimated cost may be revised at the time of approval of preliminary and final plans and specifications, but may not exceed the estimated cost provided by the contract, unless it involves changes to the program specifically required by the client.

(5) Where, following the opening of tenders, the lowest acceptable tender exceeds the revised estimated cost, the client may require that the firm revise wholly or partly, at its own expense, the plans and specifications, on condition that such requirement be specifically permitted by the contract.

O.C. 2402-84, s. 21.

22. The percentages applying as fees for the services described in sections 6 and 7 and for services of coordination of the work of the other firms whose services have been engaged for the project are prescribed in Division I of Schedule I.

23. The percentages applicable as fees for the services described in section 8 shall be those prescribed in Division II of Schedule I.

Added in French, D. 1447-93, 1993 G.O. 2, 7447, a. 1

24. (1) Where the works carried out consist solely or mainly of recycling or restoration of existing buildings, the fees set under sections 22 and 23 shall be increased by 50 %.

(2) For the purposes of this section:

«recycling»: means the transformation or modification of a building with a view to using it for a new purpose;

«restoration»: means the reconstitution and putting in good condition of a building of historical character, whatever its possible use, and respecting its original state, its style and its characteristics.

Development, enlarging, repair or renovation of a building is not considered to be recycling or restoration.

Where there are recycling or restoration works, the classification of the building under the first paragraph of section 20 shall take into consideration its possible use.

O.C. 2402-84, s. 24.

DIVISION IV ELIGIBLE EXPENSES

25. The client is required to reimburse only expenses prescribed by this section that are incurred by the firm as part of a contract, according to the following conditions and procedures:

(1) Expenses for printing plans and specifications:

The expenses authorized by the client related to the printing of plans and specifications shall be reimbursed on the conditions prescribed by the contract.

A firm charging a lump sum or a percentage must supply at its expense up to 5 copies of all plans and specifications, printed on opaque paper for purposes of approval of the preliminary design, plans and specifications, and of the final plans and specifications. It must also supply, at its expense, a copy of the final plans on sensitized film, and a copy of the final specifications in a form that can be reproduced, for the purposes of calling for tenders and construction.

(2) Communications expenses:

The cost of long distance calls and messenger services shall be reimbursed if they are incurred at the client's request.

(3) Travel expenses:

Expenses authorized by the client related to travel undertaken by staff of the firm under the contract may be reimbursed in accordance with the directives issued for that purpose by the Conseil du trésor.

(4) Fees for travel time:

For contracts charged by the hour, the client shall reimburse the fees for travel times at the rate set for working hours. Where a percentage is charged, the fees for travel time shall be reimbursed from the second hour onwards.

In no case may the firm claim in travel time more hours than the hours usually prescribed for the daily work of its employees.

(5) Data processing expenses:

Were charged by the hour, the specialized data processing operations, excluding office equipment, required and authorized by the client, shall be reimbursed as follows:

(a) where the firm uses its own equipment, the method of reimbursement shall be that prescribed by the contract;

(b) where the firm leases data processing services outside the firm, the cost of use of the equipment shall be reimbursed on submission of vouchers.

(6) Onsite expenses:

For services provided permanently onsite, the firm shall be reimbursed for expenses authorized by the client related to the supply and maintenance of office installations on the site and for the coverage of special risks incurred, on submission of vouchers.

(7) Expenses related to the hiring of consultants:

The client shall reimburse expenses incurred by the firm related to the hiring of expert advice at cost plus 10 %, upon submission of vouchers, on condition that he had given prior authorization for the hiring in writing.

These expenses may also be shared between the parties.

O.C. 2402-84, s. 25.

26. Overtime shall not be reimbursed, except upon written authorization from the client. In such case, where a member of the staff of the firm works more than 44 hours in a week on the carrying out of a single task, the payment of overtime exceeding the normal workweek of 44 hours shall be calculated at the fixed hourly rate paid for the normal working hours increased by 25 %.

27. If the owner requests that the firm supply, during construction, solely the services prescribed by section 8 for works for which plans and specifications were prepared by others, the fees set under Division II of Schedule I shall be increased by 33 1/3 %.

O.C. 2402-84, s. 27.

28. If the owner makes a new construction based on plans and specifications already used for another project for which he used the services of the firm, a maximum sum of 20 % of the fees set under Division I of Schedule I for the cost of the new construction shall be paid to the firm for the new use.

DIVISION V PAYMENT

29. The firm shall be paid upon monthly submission of a statement of its fees and expenditures, progress on the contract being taken into consideration.

O.C. 2402-84, s. 29.

30. Notwithstanding section 29, where the professional fees of the firm are charged as a percentage, they shall be paid in accordance with the following procedure:

(1) for the design and the preliminaries, the firm shall be paid, on monthly submission of its statement of fees and according to progress on the contract, up to 40 % of the fees set under Division I of Schedule I, taking as a base the estimated cost of the work;

(2) the firm shall subsequently be paid proportionately to the completed part of its work up to the amount of the fees set under Division I of Schedule I, taking as a base the revised estimated cost of the work;

(3) for services rendered under section 8, the firm shall be paid proportionately to the completed part of its work and the amount of the fees related to those services shall be set under Division II of Schedule I, according to the actual cost of the work.

The maximum amount of the fees set for each of the phases shall be payable only after the written approval of the client has been obtained for each phase, in accordance with the prescribed timetable.

O.C. 2402-84, s. 30.

DIVISION VI MISCELLANEOUS

31. Unless he has specifically requested the firm to furnish them as part of the services prescribed under section 5, the client shall furnish it with the following documents and information:

(1) a precise survey of the location indicating the public utilities supplying it and the other installations;

(2) exact plans and other relevant data on existing buildings or work having an effect on the works to be carried out;

(3) information in his possession that could affect the works to be carried out;

(4) a copy of the tenders and the contracts for the works for which the firm is responsible and a copy of all the certificates of payment and any final account related to the works, wherever the documents are not prepared by the firm; and

(5) all correspondence relevant to the project.

O.C. 2402-84, s. 31.

32. If the task entrusted to the firm is abandoned or deferred wholly or in part by the client, the firm shall be paid proportionately for services rendered, upon submission of vouchers.

O.C. 2402-84, s. 32.

33. The hiring of a firm by the client shall be embodied in a contract containing inter alia:

(1) a clause to the effect that the firm agrees to respect the procedures for applying the policy of Québec purchasing;

(2) a clause forbidding the total or partial transfer of the contract without the written consent of the client;

(3) a clause setting the client's limit of financial liability;

(4) a clause providing for the drawing up of timetable of the steps for the carrying out and approval of the work, which shall be determined jointly between the parties, and shall be of the essence of the contract;

(5) a specific clause concerning tasks or works charged by the hour, stating that the client may inspect and verify the time registers and the accounts of expenditures of the firm at any time convenient to the parties, and that the firm must facilitate such inspections or verifications.

O.C. 2402-84, s. 33.

34. All drawings, study models, specifications and documents prepared by the firm shall be instruments of service for the carrying out of the work and shall remain its property, whether the work is carried out or not. The client may not use them for other works, unless the firm has given its consent in writing, and is paid for that purpose in accordance with the provisions of section 28.

O.C. 2402-84, s. 34.

35. During the carrying out of the work, the firm may, following in this respect the procedures stipulated in the contract, order or have carried out for the client's account, any emergency works or any that are necessary or advisable in the client's interest or for the protection of the public.

O.C. 2402-84, s. 35.

DIVISION VII TRANSITORY AND FINAL

36. This Regulation applies to contracts for professional services made with a firm after the date of its coming into force (84-12-21).

O.C. 2402-84, s. 36.

37. Notwithstanding section 36, the client and the firm may agree to apply to a contract made before the 24 December 1984 the provisions of this Regulation on the date of its coming into force or at any later date; in such case, the contract shall be governed by the whole of the Regulation and not only by certain parts of it.

O.C. 2402-84, s. 37.

38. Notwithstanding section 37, when the client and the firm agree to apply to a contract made before the 24 December 1984 the percentage method in replacement of the objective cost method prescribed in the

contract, the replacement may not in any case have the effect of paying to the firm fees whose distribution between the design and the carrying out will exceed 100 %.

O.C. 2402-84, s. 38.

Added in French, D. 1447-93, 1993 G.O. 2, 7447, a. 2

39. Omitted

O.C. 2402-84, s. 39.

40. Omitted

O.C. 2402-84, s. 40.

41. Omitted

O.C. 2402-84, s. 41.

SCHEDULE I

(ss. 22, 23, 27, 28 and 30, subpar. 1, 2 and 3)

FIRM OF ARCHITECTS

1. FEES FOR PLANS AND SPECIFICATIONS Charged as a Percentage

Section	Estimated cost of wor	Class I	Class II
1st	up to \$250 000	3,6 %	4,3 %
2nd	from \$250 000 to \$500 000	\$9 000 plus 3 %*	\$10 750 plus 3,75 %*
3rd	from \$500 000 to \$1 300 000	\$6 500 plus 2,77 %*	\$20 125 plus 3,4 %*
4th	from \$1 300 000 to \$3 200 000	\$38 660 us 2,66 %*	\$47 325 plus 3,19 %*
5th	from \$3 200 000 to \$8 000 000	\$89 200 plus 2,56 %	\$107,935 plus 3,01 %*
6th	from \$8 000 000 to \$16 000 000	\$212 080 plus 2,52 %*	\$252 415 plus 2,98 %*
7th	from \$16 000 000 to \$24 000 000	\$413 680 plus 2,49 %*	\$490 815 plus 2,94 %*
8th	\$24 000 000 and more	\$612 880 plus **	\$740 445 plus **

* of the section or part thereof;

** a percentage of the amount in excess of 24 000 000 \$ shall be negotiated between the client and the firm.

2. FEES FOR SERVICES DURING CONSTRUCTION Charged as a Percentage

Section	Estimated costs of wor	Class I	Class II
1st	up to \$250 000 \$	1,55 %	1,85 %
2nd	from \$250 000 \$ to \$500 000 \$	\$3 875 plus 1,35 %*	\$4 625 plus 1,60 %*

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3rd	from	\$500 000	\$	\$7 250	\$8 625
	to	\$1 300 000	\$	plus 1,18 %*	plus 1,45 %*
4th	from	\$1 300 000	\$	\$16 690	\$20 225
	to	\$3 200 000		plus 1,14 %	plus 1,36 %*
5th	from	\$3 200 000		\$38 350	\$46 065
	to	\$8 000 000		plus 1,09 %*	plus 1,29 %*
6th	from	\$8 000 000		\$90 670	\$107 985
	to	\$16 000 000		plus 1,08 %*	plus 1,27 %*
7th	from	\$16 000 000		\$175 470	\$209 585
	to	24 000 000	\$	plus 1,06 %*	plus 1,26 %*
8th	\$24 000 000	and more		\$260 270	\$310 385
				plus **	plus **

* of the section or part thereof;

** a percentage of the amount in excess of \$24 000 000 shall be negotiated between the client and the firm.

O.C. 2402-84, Sch. I.

SCHEDULE II

(s. 13, subpar. 2)

TAUX HORAIRES ADMISSIBLES POUR LES SERVICES D'ARCHITECTES AUX FINS DE L'APPLICATION DU TARIF D'HONORAIRES POUR SERVICES PROFESSIONNELS FOURNIS AU GOUVERNEMENT PAR DES ARCHITECTES (DÉCRET 2402-84 DU 31 OCTOBRE 1984)

(See French Text)

O.C. 2402-84, Sch. II.

Replaced in French, C.T. 174035, C.T. 177712, C.T. 181369, C.T. 200182 and C.T. 203347

O.C. 2402-84, 1984 G.O. 2, 3828
Amended in French, C.T. 153600, 84-11-13
Amended in French, C.T. 158837, 85-10-22
Amended in French, C.T. 167549, 88-05-17
Amended in French, C.T. 170802, 89-05-16
Amended in French, C.T. 171110, 89-06-29
Amended in French, C.T. 174035, 90-05-29
Amended in French, C.T. 177712, 91-07-03
Amended in French, C.T. 181369, 92-09-23
Amended in French, D. 1447-93, 1993 G.O. 2, 7447
Amended in French, C.T. 200182, 03-09-09
Amended in French, C.T. 203347, 06-03-07