**ANNEX "A"**

**BASIC SERVICES FOR ARCHITECTURAL DESIGN AND SUPERVISION**

**1. Preliminary Services:**

At the initial stage, the Architect advises the Consultancy Firm of:

(a) the need to secure statutory approvals;

(b) whether the Client’s requirements are feasible;

(c) his duties according to the Health and Safety Laws and the Regulations in force from time to time;

(d) any restrictions on public access to the Site, both during the period of construction works and after their completion, which may affect the design;

(e) the possibility of the Project being affected due to the topography of the Site or due to other obvious natural factors or due to the presence of contamination from previous use of the Site or due to other factors that will emerge from the information which the Firm shall provide to the Architect; and

(f) the applicable legislation in relation to the construction development in the specific area where the Site is situated.

**2. Preliminary Design:**

2.1 At the Preliminary Design stage, the Architect:

(a) secures the instructions of the Firm for the commencement of the Design, which include:

(i) information of the Site;

(ii) the Client’s requirements and his objective; and

(iii) the Client’s available budget for the Project and the desired timeframe;

(b) evaluates with the Firm alternative designs and construction approaches and their economic impacts;

(c) visits the Site, studies the data and the preliminary information relating to the Project and takes into account possible available reports relating to the Project;

(d) liaises and discusses with local and other authorities on matters concerning his Design;

(e) prepares the Preliminary Design, which is based on the Building Programme and which includes the preparation of the data that will enable the Client to understand and approve the proposals which aim to satisfy his requirements and includes:

(i) draft drawings to such a degree of completeness and scale as to assist the Client in understanding the proposed solutions, such as drawings of plans, elevations and sections, the general arrangement drawing which indicates the Project’s location in the Site and the accesses to it;

(ii) a report containing the topographical and climatological data of the Site and their evaluation, the planning data, such as the building terms, the land use, road widening schemes, restrictions in areas of special character, as well as the general description of the Project; and

(iii) the Estimated Project Cost in relation to his Design.

2.2 After the approval of the Preliminary Design by the Client, the Architect submits the Preliminary Design to the Firm so that it can be submitted to the competent authority, in order to obtain the permits required under the applicable legislation.

**3. Final Design, details and specifications:**

3.1 At the Final Design stage, the Architect, in co-operation with the other Design Consultants, agrees with the Firm the schedule of work for the design and implementation of the Project.

3.2 After the approval by the Client of the Preliminary Design and after receiving relevant instructions from the Design Office, the Architect prepares the Final Design, which takes into account the provisions of the applicable legislation required for the issuance of the permit and subject to the work appropriate to an architect, includes:

(a) drawings to the necessary degree of completeness and at the appropriate scales so as to give a full and clear picture of the construction and to enable the execution of the works envisaged for the implementation of the Project and which must include:

(i) Drawings of plans, elevations, sections and setting out;

(ii) construction drawings, schedules of openings, finishes etc; and

(iii) drawings of details according to the requirements of the Project, such as slopes, drainage and runoff, rainwater, insulation, suspended ceilings, specific area drawings, wall openings, parapets, handrails, staircases, cladding, flooring, expansion joints etc.,

(b) technical specifications for the building materials and works where, in addition to the quality of the materials and workmanship, the methods of construction are specified as well as the quality control frequency and procedures;

(c) instructions to tenderers, form of tender and general conditions; and

(d) the Estimated Project Cost in relation to his Design.

3.3. At this stage, the Architect is also obliged to:

(a) include in his Final Design any requirements of the other Design Consultants and/or Special Consultants;

(b) advise the Firm of the consequences for any change in the cost and in the time schedule of the works;

(c) submit, after the approval by the Client, the Final Design to the Firm so that to be submitted to the competent authority, in order to obtain the permits required under the applicable legislation;

(d) prepare, in co-operation with the other Design Consultants and Special Consultants, the tender documents in sufficient detail to enable tenders to be received;

(e) advise the Firm on the suitability, for the execution of the Project, of persons who will be invited to submit a tender for any contract relating to the construction, supply and/or installation of all or part of the Project;

(f) co-operate with the other Design Consultants in the evaluation of the tenders, the prices and the information received, for the execution of all or part of the Project;

(g) revise, if instructed by the Firm and an additional fee is agreed, the Final Design so that it corresponds to an amount lower than the lowest tender amount for the Project; and

(h) revise, in the event that the lowest tender amount for the Project exceeds by 20% the Estimated Project Cost and if instructed by the Firm, the Final Design without additional fee.

**4. Supervision:**

4.1 During this stage, the Architect shall be responsible for supervising the works resulting from the Final Design, making periodic visits to the Site for this purpose, the frequency of which should be such as is necessary for the timely performance of his duties.

4.2. At this stage, the Architect, in co-operation with the other Design Consultants and the Special Consultants has a duty in relation to his Design to:

(a) supervise its implementation;

(b) give interpretations, resolve queries, provide solutions to problems of his competence, issue supplementary drawings and contribute to the smooth progress of the works;

(c) monitor the implementation of the specifications and/or approve the samples of materials proposed by the Contractor and their use;

(d) examine the Contractor’s payment applications;

(e) monitor the progress of the works compared to the time schedule and keep records of delays;

(f) issue instructions for variations and evaluate them in accordance with the relevant provisions of the construction contract, whenever is required and after obtaining the approval of the Firm;

(g) submit periodic progress reports, in which reference is made to the physical and financial progress of the works, any delays, the variations and the reasons for them and their effects, the quality of the works and materials, any problems etc;

(h) give general advice for the management and maintenance of the Project;

(i) advise the Firm on the need for special inspections or tests which are required during the construction works;

(j) review the Contractor’s proposals, as required by the construction contract, but does not review the alternative designs that the Contractor may submit, unless the Firm gives him relevant instructions and an additional fee is agreed;

(k) participate in meetings at the Site and to oversee that the Project is executed with due diligence in accordance with the construction contract and to advise the Firm for the issuing of instructions to the Contractor;

(l) on completion of the construction works, to receive copies of the drawings prepared by the Contractor, to check whether these are satisfactory and to deliver a copy of them to the Firm; and

(m) identify the pending work and make final inspections.

4.3 After the substantial completion of the Project, in co-operation with the other Design Consultants, the Architect, in relation to his Design:

(a) checks and approves the as-built drawings of the Project, for the purposes of securing any certificate or approval under the applicable legislation;

(b) evaluates any claims of the Contractor and submits a report to the Firm; and

(c) provides all the necessary information to the Firm for the preparation and issuance of the Final Account of the Project.

**5. Additional Services:**

5.1. Any services other than the Basic Services may be provided as Additional Services, if agreed in writing with the Firm.

5.2. The fee for the provision of Additional Services may be agreed freely and be collected in addition to the agreed fee.

5.3. Variations to an approved Design made due to unforeseen circumstances or at the request of the Firm or the Client or generally for reasons for which the Architect is not responsible, are considered as Additional Service.

**6. Miscellaneous Provisions:**

6.1. The Architect must obtain the instructions of the Firm in order to proceed to the next stage of Services.

6.2. The provisions of the General Conditions of the Agreement related to the Firm apply mutatis mutandis to the Architect.