

(Legislative Supplement No. 86)

LEGAL NOTICE NO. 188

THE ARCHITECTS AND QUANTITY SURVEYORS ACT

(Cap. 525)

IN EXERCISE of the powers conferred by section 5 of the Architects and Quantity Surveyors Act, the Board of Registration of Architects and Quantity Surveyors, with the confirmation of the Cabinet Secretary for Lands, Public Works, Housing and Urban Development makes the following By-laws—

THE ARCHITECTS AND QUANTITY SURVEYORS
(AMENDMENT) BY-LAWS, 2023

1. These By-laws may be cited as the Architects and Quantity Surveyors (Amendment) By-laws, 2023. Citation.

2. The Architects and Quantity Surveyors By-laws (hereinafter referred to as the “principal By-laws,” are amended by deleting by-law 53 and substituting therefor the following new by-law— Sub. Leg.

53. The Board, having inquired into the alleged professional misconduct of any registered person may—

- (a) caution or censor the registered person;
- (b) impose a fine not exceeding twenty thousand shillings;
- (c) suspend the registered person for such period, as the Board may specify: or
- (d) direct that the registered person’s name be removed from the Register.

3. The “principal By-laws are amended by deleting the Fourth Schedule and substituting therefor the following new Schedule—

FOURTH SCHEDULE

(By-law 38)

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL
CHARGES FOR ARCHITECTS

PART 1 — CONDITIONS OF ENGAGEMENT

A.1. *Responsibilities*

- (a) Architects in Kenya shall be governed by the Architects and Quantity Surveyors Act and by the By-laws made thereunder.
- (b) The work of an architect shall be to advise his clients, study their needs, to prepare, direct and co-ordinate design and to supervise works executed under a building contract.
- (c) An architect shall exercise all reasonable skill, care and diligence in the discharge of his duties to safeguard the interests of the client. Where the architect's duties are discretionary, the architect shall act fairly as between the client and the contractor.
- (d) An architect may also nominate specialist sub-contractors for the design and execution of any part of the work. He shall be responsible for the direction and integration of their design, and for the supervision of their work in accordance with paragraph (b) of clause D.4 of this Schedule.

A.2. *Architects Liability*

Architects shall perform their services with reasonable skill, care and diligence.

PROVIDED that—

- (a) No liability shall attach to an architect in respect of the services except such liability as ought to be covered by the professional indemnity insurance.
- (b) No liability shall attach to an architect in respect of the services for any latent defects after expiry of the defects liability period.
- (c) An architect shall not be liable for the consequences of any use of any information or designs prepared by the architect except for the purposes for which they were prepared.
- (d) No liability shall attach to an architect either in contract or in tort, for loss, injury, or damage sustained as a result of the act or omission or insolvency of any person other than the architect and the architect shall not be liable to indemnify the client in respect of any claim made against the client for any such loss, injury or damage. Such liability shall be limited to the sum insured as agreed with the client.

A.3. *Engagement of other consultants*

- (a) The employment of other consultants shall be at the architect's discretion, in consultation with the client. Where consultants are employed, the architect shall be responsible for the direction and integration of their work. Consultants shall be responsible for the detailed design and supervision of the work entrusted to them.
- (b) Consultants employed by the client whether appointed and paid directly by the client or by the architect as agent for the client shall be responsible to

the client. The architect's responsibility to the client in respect of such consultants shall be limited to directing them and integrating their services.

- (c) Consultants may be appointed and paid by the architect, who shall be reimbursed by the client for such payments.
- (d) Where consultants are employed by the client, their terms of appointment shall recognize the role of the architect in directing them and integration of their services.

A.4. *Interpretation*

Any question arising out of these Conditions of Engagement and Scale of Professional Fees and Charges shall be referred by the architect or client to the Board for advice at any time, provided always that any difference or dispute between them shall be determined in accordance with clause A.6 or clause A.7 of this Schedule.

A.5. *Termination of Engagement*

- (a) An engagement entered into between the architect and the client may be terminated by either party on the expiry of a written notice of not less than twenty-one days after which the architect shall be entitled to remuneration in accordance with clause G.2 of this Schedule.
- (b) The Client may upon giving a written notice of not less than twenty-one days terminate the consultancy agreement if any other reason arises which interferes or threatens to interfere with the successful carrying out of the works or the accomplishment of the purpose thereof.
- (c) An Architect shall be paid a disruption charge equal to ten per cent (10%) of the difference between the sum of professional fees already paid at termination and the total fees which would have been payable to the architect at completion.

A.6. *Disputes*

- (a) Any difference or dispute arising out of the Conditions of Engagement and Scale of Professional Fees and Charges shall be referred to the Board in writing by either party, for determination.
- (b) The Board may in making a determination under paragraph (a) above, conduct an inquiry on its own motion or upon a complaint or dispute addressed to the Board in writing from any registered person or refer the inquiry to a sub-committee appointed by the Board for that purpose.
- (c) The Board may require a complainant to file further particulars of any of the matters complained of and may require the complaint or any part thereof to be verified by affidavit.
- (d) Upon receipt of a complaint or dispute against a registered person, the Board shall notify the person complained against, giving the grounds of the complaint, under cover of a recorded mail sent to his last known address.
- (e) The Board may call upon the person complained of or under investigation to file within ten (10) days thereafter, an explanation in answer to the complainant and may require such explanation to be verified by affidavit.
- (f) The Board may summon before it any registered person against whom a complaint has been made, to appear to the Board or before a sub-committee

of the Board appointed for that purpose and may call upon such person to produce any document, contract, invoice, report, drawings, specifications, bills of quantities or other writing in their possession or under their control in any way relating to or concerning the complaint or dispute under investigation and may hear any evidence and inspect any document which the complainant or the party complained against, may desire to adduce.

- (g) The Board may also inspect the site relating to a matter under investigation.
- (h) The Board shall communicate its findings to the parties in the dispute within a period not exceeding thirty (30) days after the parties have supplied the Board with all relevant documents.
- (i) The Board may in conducting the inquiry, levy such fees as it may determine, to defray its own expenses.

A.7. Arbitration

- (a) Where any difference or dispute arising out of the Conditions of Engagement and Scale of Professional Fees and Charges cannot be determined in accordance with clause A.6 of this Schedule, it shall be referred to arbitration.
- (b) The arbitration shall take place in Kenya and shall be conducted in accordance with the provision of the Arbitration Act (Cap. 49) of the Laws of Kenya.
- (c) The arbitrator shall be a person to be agreed between the parties, or failing agreement within fourteen days after either party has given the other a written request to concur in the appointment of an arbitrator, who may be nominated at the request of either party by the Chairman of the Board, President of the Architectural Association of Kenya (AAK) or by the President of the Institute of Quantity Surveyors of Kenya (IQSK). The person shall be an architect, quantity surveyor or an engineer.

PART 2 – SCOPE OF WORK AND SERVICES

B.1. The scope of work of an architect including work in collaboration with other consultants, shall be carried out in the following stages—

- (a) *Preliminary Design Stage-*

The preliminary design stage services shall include-

B.2. *Sites and Buildings*

- (a) For advising on the selection and suitability of sites, conducting negotiations concerned with sites or buildings, making surveys, measurements and plans of the sites, sites and buildings or existing buildings. The detailed study may include topographic and sub-surface conditions, utilities, zoning and land use requirements, parking and traffic flow regulations, title restrictions, existing or proposed easements and public relations evaluation.
- (b) For analysis of a site to allow optimum use, including review of existing conditions, services, if any, planning requirements to establish facility locations, site improvements and landscape.

- (c) For making inspections, preparing reports or giving general advice on the condition of premises.
- (d) Organizing for investigations of surface and sub-soil conditions to determine the nature of the material, characteristics, bearing capacity, water table, and ease of excavation.
- (e) For preparing schedules of dilapidations and negotiating them on behalf of property owners or tenants; for taking particulars on site, preparing specifications for repairs and supervising their execution.
- (f) For making structural investigations, the limits of which shall be clearly defined and agreed in writing, such as are necessary to ascertain whether or not there are defects in the walls, roofs, floors and drains of a building which may materially affect its life and value.
- (g) Studies of requirements on-site and off-site, which may include electrical service and distribution, sewer and storm water collection, drainage, water supply and distribution, fire control and alarm, emergency lighting, security protection, air-conditioning, pollution control, site illumination and telephone.

B.3. *Preliminary Technical Appraisal*

For undertaking a preliminary technical appraisal of a project sufficient to enable the client to decide whether and in what form to proceed, and making town planning inquiries or application for outline town planning approval. Such an appraisal may include an approximation of the cost of meeting the client's requirements, a statement upon the need for consultants, an outline timetable and a suggested contract procedure.

B.4. *Development Plans and Site Plans*

For preparing development plans and site plans which will be carried out over a number of years for any large building or complex of buildings.

B.5. *Negotiations*

- (a) For negotiations arising from applications for town planning, building By-law, building Act or building regulation approvals.
- (b) For providing information and/or making all applications other than those detailed in clause C.3 of this Schedule including applications for licenses, negotiations in connection with party walls, rights of light and other easements, reservations or restrictions, grant aid, subsidy and fundraising.

B.6. *Zoning Analysis and Authorities Consultations*

Determination of conformity with planning zones, preparation of material for and consultation with authorities, applications for approvals, re-zoning and attending appeals.

B.7. *Preparation of Brief and Project Programming*

- (a) Preparation of brief or assistance in preparation of client's detailed brief.
- (b) Assessment of area requirements and functional relationships for the design brief, including consideration of client's resources, technical requirements, physical requirements, site limitations, future facilities and requirements and setting the initial programme.

B.8. *Building Procurement Advice*

Advising on appropriate means of procuring buildings and on types of building contracts available.

B.9. *Equipment and Plant Procurement Advice*

Advising on appropriate means of procuring plant and equipment and studying compatibility of the same.

C.1. *The Normal Service*

The work described below and in the Schedule of fees payment for normal services is required for any building project and unless the architect is specifically informed to the contrary by the Client.

(b) *Design and Documentation Stage-*

The normal service at the design and documentation stage shall be divided into four stages as described here below—

C.2. *Inception*

For advising the client upon the services of an architect and the need for a quantity surveyor, obtaining an initial statement of requirements and outlining possible courses of action.

C.3. *Outline Proposals*

For considering or developing the brief; for advising on the need for and instructing any consultants. For preparing outline proposals which incorporate a detailed presentation of the client's requirements and an approximation of the cost of meeting them. For reporting any major decisions needed from the client, and receiving any amended instructions.

C.4. *Schematic Design*

For preparing in collaboration with any consultants, a scheme design consisting of small-scale working drawings which shall indicate the spatial arrangements and appearance, for reporting to the client on the scheme including presenting an assessment of the cost and timetable for the project, and where so required submitting copies of the drawings to the local authority for town planning consent, approval under the building By-laws.

C.5. *Detailed Design Stage*

For completing a detailed design incorporating the design work done by any consultants. For preparing production drawings and information necessary for Bills and Quantities.

C.6. *Approvals*

- (a) The normal service covers making and negotiating applications for town planning consent and building By-laws approvals.
- (b) Additional negotiations arising from such applications, and all working connection with other applications constitute additional services and shall be charged on a time basis.

C.7. *Variations to Design*

- (a) The architect shall not initiate or proceed with any stage of his duties without the authority of the client. He shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the client, except as provided in paragraph (b) of this clause.
- (b) Notwithstanding the provisions of paragraph (a) above, the architect may authorize material changes in design if they are necessary for constructional reasons, provided that the client is well informed.

C.8. *Specialist Contractors and Suppliers*

Where the client directs that specialist contractors or suppliers design part of the project the architect shall be responsible only for the integration of such design into the design of the project as a whole.

(c) *Tender and Post-Contract Stage-*

D.1 The normal service described below forms the tender and post-contract stage of the architect's services up to completion of the project.

D.2. *Tender Action*

For obtaining and advising on tenders and for preparing and advising on the contract and the appointment of the contractor.

D.3. *Administering the Contract*

- (a) For briefing the contractor, arranging for him to take possession of the site, and examining his programme.
- (b) Administration of the contract and inspection of the works including, design, site meetings as appropriate, supplying information, checking claims and issuing certificates.

D.4. *Detailed Supervision*

- (a) Providing regular, persistent and continuous supervision on site during construction and off-site during fabrication or assembly.
- (b) The architect shall give periodic supervision and inspection on a fortnight basis to ensure that the works are being executed in accordance with the contract; Additional supervision does not form part of his normal duties.
- (c) Where more frequent or constant inspection is required, a Clerk of Works shall be employed. He shall be nominated or approved by the architect, and be under the architect's direction and control. He shall be appointed and paid by the client or alternatively may be employed by the architect who shall be reimbursed in accordance with this Schedule.
- (d) Where the employment of a resident architect is agreed he shall be employed by the Architect who shall be reimbursed in accordance with this Schedule.

D.5. *Commissioning, Record Drawings, Maintenance and/or Guideline Manuals and Defects Liability Period*

- (a) Coordinating the utilization of systems and equipment, initial start-up and testing, adjustment and balancing and training of client personnel.

- (b) Providing drawings showing significant changes made in the work during construction, either re-drawn or marked-up drawings or other data as appropriate.
- (c) Coordinating the issuance of maintenance manuals for buildings, services and plant.
- (d) Defects Liability - For issuance of a certificate of making good defects on satisfactory completion of attendance to all defects.

D.6. *Variations to Cost or Time*

The Architect shall inform the Client within a reasonable time if he has reason to believe the total authorized expenditure is likely to be exceeded and if the contract period for the project is likely to be varied significantly.

E.1. SPECIAL SERVICES

The services described in this Part shall be special services as they do not form part of the normal services of this Schedule and are subject to additional fees.

E.2. *Feasibility Studies*

For undertaking feasibility studies of a project sufficient to enable the client to decide whether and in what form to proceed, and providing an assessment of the practicality of a proposed plan or project including analyzing the viability of the project to determine whether the project or venture is likely to succeed or meet the investment objective(s) of the client.

E.2. *Special Drawings*

- (a) For preparing any drawings especially, for the use of the client, for By-law and building regulation approvals, or for negotiating with ground landlords, adjoining owners, public authorities, licensing authorities, mortgagors and others.
- (b) Providing drawings for phased developments, studies, models, services, co-ordination, approvals, lessor, lessee and other special purposes.

E.3. *Services after the Defects Liability Period*

Making periodic maintenance inspections, warranty reviews, estimations for insurance, operational reviews, approving and coordinating special tenant requirements.

E.4. *Development Studies*

- (a) Where a client's initial statement of requirements in clause C.2 of this Schedule requires special services such as operational research including works study before consideration of the brief and development of outline proposals described in paragraph (b) of clause I.2 can begin.
- (b) Where the development of a scheme design in paragraph (c) of clause 1.2 of this Schedule or detailed design in paragraph (d) of clause I.2 of this Schedule involves special constructional research, including the design, construction or testing of prototype buildings or models.

E.5. *Co-ordination of Special Plant*

Providing documents, arranging meetings, making site inspections, advising, testing, and handing over of completed installation.

E.6. Landscape Design

Advise on the selection of plants and materials, visits to nurseries, designing or arranging for landscape work, garden work, preparing documents, calling tenders and arranging for execution of the work.

E.7. Estimates of Replacement Costs

Providing estimates for replacement of buildings and plant.

E.8. Construction and Operation Research

Providing design, construction, operation research and arranging production of prototypes.

E.9. Project Management

Providing project management services for the project, from inception to completion, including preparation of briefs, appointing and coordinating consultants, construction managers, agents, contractors, reporting on progress and finances and handing over on completion.

E.10. Existing Building Survey and Reports

Inspection, preparation of measured drawings, verification of available drawings, taking photographs, checking building Ordinances and authority requirements, preparing reports. Reports may include examination of building components and services, advising on use, re-use improvements, alterations, development, preparation of schedule of dilapidation and costs.

E.11. Construction Management

Providing construction management services during the design and documentation stages and management through the construction stage, including calling of tenders and quotations, letting contracts, coordinating contractors and suppliers, certifying payments, controlling retentions, quality control, programming, reporting on progress and finances and handing over on completion.

E.12. Reinstatement after Damage

Providing services in connection with reinstatement after damage, i.e. water, storm, fire, explosion and other causes.

E.13. Examination of Drawings and Documents

Examination of drawings and other documents in connection with special advice as required.

E.14. Master Planning and Special Studies

Preparation of Masterplan designs, studies relating to environmental and environmental impact, matters arising from town planning, matters arising from statutory planning, effect of building regulations and other statutory authorities controlling buildings.

E.15. Technical Audit

Where the architect is employed to carry out a technical audit on a project including value for money audit and conducting due diligence. For reviewing and reporting on the works or services carried out by the contractor or consultants for the project related to design and construction supervision works with regard to the

organizational, technical, safety, contractual and financial aspects during the implementation of the project and to assess and report on the sound implementation of the contract and provide recommendations which contribute to the intended results of the project.

E.16. *Tribunals, Courts, Litigation and Arbitration*

- (a) For qualifying to give evidence, settling proofs, conferences with advocates and counsel, Boards and Associations, attendance in court or at arbitrations or town planning inquiries or before other tribunals for services in connection with litigations and for arbitration.
- (b) Preparing material, opinions, acting as expert witness in connection with litigation and arbitration proceedings.
- (c) Submissions that may include preparation of reports, drawings, applications for obtaining licenses, applications to Tribunals and Appeals Boards.

E.17. *Property and Plant Layouts*

Providing property and plant layout for projected works, insurance, sale, studies and reports.

E.18. *Review*

Review of completion of abandoned projects.

E.19. *Interior Design*

Where special services are required in respect of interior design work in a new or existing building, such work being distinct from normal alterations to an existing building and excluding all external works and any major structural alterations, and the architect is employed only on this work, or it is executed under a special sub-contract or a contract separate from that for other works on which the architect may be employed, fees are as follows—

- (a) For the normal service described in Part 5 of this Schedule, with the addition of special sketch studies, detailed advice on the selection of all furniture, fittings, and soft furnishings, and supervision of the making up of such furnishings the percentage fee for each stage of the normal service shall be double that for new works.
- (b) The architect shall separate the construction costs of interior design work on which such special fees are calculated from the total construction cost on which he is receiving a fee for the normal service.
- (c) Neither total construction costs nor the fee for the normal service shall be abated where other designers are employed on interior design work executed under the direction of the architect.

E.20. *Shop Fitting and Exhibition Work*

- (a) For shop fitting and exhibition design including both the remodeling of existing shops and the design of new units both independently and within the shell of existing buildings, irrespective of whether the architect is employed for shop fitting design only or the work forms part of a general building contract, the percentage fee for each stage of the normal service will be double that for new works.

- (b) Where shop fitting drawings are provided by specialist sub-contractors the fee shall be as for the normal service described in Part 5 of this Schedule.

E.21. *Furniture and Fittings*

- (a) For advising on the selection and suitability of loose furniture fittings and soft furnishings and supervision of their installation including the making up of soft furnishings, fees shall be on a time basis.
- (b) For the design of special items of furniture for limited production only, the percentage shall be 15 % of the total production cost. Alternatively, fees may be on a time basis.
- (c) Payment for the design of mass-produced items of furniture may be by royalty, or by time and sale of copyright. Fees for the design of prototypes should be on a time basis, but may be an advance on royalties.

E.22. *Works of Art*

For advising on the commissioning of special works of art, the selection of paintings, sculptures and any other generic forms of art and for supervising of their installation, fees shall be on a time basis.

E.23. *Listed building fees*

For services in the design for the alteration or restoration of historic fabric and obtaining consent on listed buildings that have special architectural or historical interest and are considered to be of national importance and therefore worth protecting, fees for these projects shall be according to Category IV in the classification of buildings for architects.

E.24. *Civil Works (Layouts, Roads, Bridges, Dams and Sewers)*

- (a) Where the architect is required to prepare a layout only or a layout for a greater area than that which is to be developed immediately.
- (b) Where the architect is required to provide architectural services in connection with roads, bridges, dams and sewers.

F.1. *Copyright*

- (a) All plans, drawings, specifications, designs, reports, and other documents and software as instruments of service as prepared by the architect are and shall remain the property of the architect whether the project for which they are made is executed or not except for drawings and work for the Government of the Republic of Kenya as provided in the Copyright Act, and are not to be used by the client on other projects or extensions to the project except by agreement in writing and with appropriate compensation to the consultant
- (b) The consultants shall, upon termination or expiration of the Contract, deliver all such documents and software to the client, together with a detailed inventory thereof for records only.
- (c) Notwithstanding the foregoing, a client shall be entitled to reproduce the architect's design by proceeding to execute the project, provided that the entitlement applies only to the site to which the design relates and any fees, expenses and disbursements due to the architect have been paid.
- (d) This entitlement shall also apply to the maintenance repair or renewal of the works.

PART 3 — FEES AND CHARGES

G.1. *Preamble to the Scale of Fees*

- (a) The objective of the scale of fees for architects is to provide a framework for provision of technically feasible, economically viable and sustainable architectural design services in an ethical and professionally accountable manner and in return receiving reasonable compensation for the services.
- (b) An architect shall assemble all relevant resources for the design and realization of a project and the commensurate remuneration is founded on the value and magnitude of the contribution from the architect.
- (c) The procuring of architectural design services by competitive bidding shall not be on the reduction of fees or on a financial proposal offering less fees than the fees prescribed in this Schedule. Offering less fees than what is prescribed is contrary to all accepted best practice methods of competitive tendering for architectural services and will be deemed to be professional misconduct.

G.2. *Remuneration*

- (a) Architects are required to uphold and apply the Scale of Professional Charges published by the Board. The remuneration of the architect shall therefore be in accordance with the Scale and Conditions specified herein, unless a higher charge is agreed between the architect and client when the former is commissioned.
- (b) The Scale of Charges does not include any remuneration for works performed by Quantity Surveyors, or by Civil, Structural, Electrical or Heating and Ventilating Engineers, or for any other work normally performed by specialist consultants. Where any work which would normally be performed by a specialist consultant is performed by the architect's own staff, other than work provided for in Part 6 of this Schedule, then subject to prior agreement by the client, a fee shall be charged in accordance with the Scales of Fees published by the Engineers Board of Kenya.
- (c) When consultants are employed subject to paragraph (c) of clause A.I, they may be appointed and paid by the architect, who shall be reimbursed by the client for such payments, or appointed and paid by the client.
- (d) Where work done by a client result in the omission of part of the normal service described in this Schedule, a commensurate reduction in fees may be made by prior written agreement, provided such an agreement schedule in detail the work to be done by the client which would otherwise have formed part of the normal service by the architect.
- (e) The architect's charges do not include any remuneration for quantity surveying.
- (f) Where the services of more than one profession are provided by a single firm or consortium, fees shall be the same as if such services were provided independently. Any consolidated fees shall therefore be the sum of the appropriate fees for the individual professional services rendered.
- (g) Where an architect is commissioned by the Government of Kenya to undertake professional work in accordance with the Special Scale of

Charges agreed between Government and the Profession, the architect shall not be bound to adhere to the Scale specified herein, except in regard to any matter not described in the said Special Scale of Charges.

- (h) An architect shall not compete with another in respect of professional charges.

G.3. *Partial Services*

- (a) Where for any reason an architect provides only part of the service described in Part 5 of this Schedule he shall be entitled to commensurate remuneration, in addition to any out-of-pocket expenses, in accordance with paragraphs (b) to (f) of this Clause.
- (b) Where an architect completes the work in any of paragraphs (b) to (d) of clause I.2 of this Schedule, he shall be entitled to the appropriate percentage fee on the estimated construction cost of the works.
- (c) Where an architect is commissioned to undertake only the work described in paragraph (e) of clause I.2 whether in whole or part, fees shall be on a time basis; provided always that where the architect provides only part of the services described in paragraph (e) of clause I.2 in respect of his own design he shall be entitled to not less than the percentage fee due to him under paragraph (b) of clause G.4.
- (d) Where an architect provides only a part of the complete service described in any of paragraphs (b) to (d) of clause I.2, he shall be entitled to the appropriate percentage fee on the estimated construction cost of the works.
- (e) All percentage fees for partial services shall be based on the architect's current estimate of the total construction cost of the work. Such estimates may be based on an accepted tender, or subject to paragraph (f) of this clause, on the lowest of unaccepted tenders.
- (f) In no case where partial service is provided in respect of works for which the executed cost is not known and no tender has been accepted should the architect's percentage fees be based on an estimated total construction cost which exceeds the most recent cost limit agreed with the client.

G.4. *Mode and Time of Payment*

- (a) On completion of each stage of the normal service described in Part 5 of this Schedule the appropriate percentage fee on the estimated construction cost of the works subject to any variation in accordance with Part 6 of this Schedule, plus any other fees and out of pocket expenses that have accrued, shall be due for payment.
- (b) Fees and charges in respect of stages described in paragraphs (d) and (e) of clause I.2 of this Schedule will be paid within 30 days by instalments proportionate to the works completed or value of the works certified from time to time.
- (c) The architect and client may arrange for interim payments of fees and charges during all stages of the work and for payment during the stage described in paragraph (e) of clause I.2 of this Schedule by instalments other than those related to the value of the work certified from time to time.

- (d) Fees and charges in respect of stages described in paragraphs (a) and (e) of clause I.2 of this Schedule that are unreasonably delayed for a period exceeding ninety days shall attract interest compounded at the prevailing mean commercial lending rate as determined by Central Bank of Kenya.

G.5. *Design Period*

- (a) For the purpose of calculating fees for design period the cost of the works shall be the final estimated cost by the quantity surveyor and approved by the client.
- (b) The cost of the specialist services, systems or equipment of high value designed or manufactured by others will not attract full fees.

G.6. *Supervision Period*

For the purpose of calculating fees for the supervision period, the cost of the works shall be the actual final cost of the works supervised including the settlement of claims and fluctuations before deduction of liquidated damages or penalties (if any) payable by the contractor to the client.

G.7. *Changes in Instructions*

For extra work owing to changes in an approved design beyond the control of the architect, resulting from changes in the client's instructions or any other cause, the Architect shall notify the Client of the considerable extra charges that may be incurred as follows—

- (a) For amending detailed design drawings already prepared or for preparing new drawings because of alterations in the brief after the approval of a scheme design.
- (b) For amending production information already prepared or for preparing additional information because of changes in location, size or shape after the approval of a detailed design.

G.8. *Delays in Building*

The architect's charges for services on additional work arising from delays in building operations beyond the control of the architect shall be charged on a time basis or on an agreed lump sum fees.

G.9. *Abandoned Works and Services*

- (a) Where the construction of works is cancelled or postponed or is suspended or the architect is instructed to stop work for a period exceeding twelve months, they shall be deemed to be abandoned and fees for partial services will be due.
- (b) Where instructions necessary for the architect to continue work are not received from the client, the works may be deemed to have been abandoned after six months have elapsed from the time such instructions were requested.
- (c) Where works are abandoned or any part of them is omitted at any time before completion, fees for partial service in respect of the whole or part of the works shall be charged for all work done with due authority, in accordance with clause G.3 of this Schedule.

G.10. *Resumed Works or Services*

- (a) Where works which have been abandoned as defined in paragraph (a) of clause G.9 of this Schedule are resumed without substantial alteration within twelve months any fees paid under clause G.9 of this Schedule shall rank solely as payment on account towards the total fee payable on the execution of such works and calculated on their total construction cost.
- (b) Except where there is written agreement to the contrary, where works which have been abandoned as defined in paragraph (a) of clause G.9 of this Schedule are resumed after twelve months, any fees paid under clause G.9 of this Schedule shall be regarded as final payment for the services originally rendered. The resumed works shall be deemed a new commission for which payment shall be due in accordance with Part 5 and clause G.3 of this Schedule.
- (c) All additional work arising out of resumed works shall be charged on a time basis or on the agreed lump sum charges.

G.11. *Special Fees*

- (a) Fees and other charges for specialist professional advice and services that may include perspective drawings, 3-dimensional design images, fly-through or 3-dimensional animation or video and form models, Building Information Modelling (BIM) and 3D printing, which have been incurred by the architect with the specific authority of the client.

Overtime— Where overtime work by the architect is required to meet special circumstances and authorized by the client in advance, then any extra expense thus incurred by the architect shall be charged on a time basis or on an agreed lump sum charge.

- (b) *Special Contracts*- Where instruction of the client subsequent to entering into agreement the architect is required to document or administer a project governed by special contract conditions or a contract other than one commonly used in the building industry, and where as a result of this, additional work is incurred by the architect, an additional fee is chargeable in accordance with the work involved. Should any such additional fee become or appear likely to become chargeable, the architect shall promptly notify the client.
- (c) *Damage or Destruction of the Works*- Where at any time before the completion of the project any part of the works shall be damaged or destroyed by war risks, natural causes or by any other cause not due to negligence by the architect, the client shall pay to the architect the appropriate remuneration for any additional work and expenses incurred by the architect.
- (d) *Other Services*- Where for any services provided by the architect the fee is not stated in the agreement, such fee shall be on time charge basis unless otherwise agreed.

G.12. *Time Charges*

- (a) Time charges will be applicable on hourly, daily or monthly basis as published annually by the Board.

- (b) Records of disbursements and expenses pertaining to services, records of additional services and records of services on a time charge basis shall be kept by the architect on a recognized accounting basis, and shall be available for inspection by the client or his authorized representative at mutually convenient time.

G.13. *Lump Sum Fees*

The architect may agree with the client to charge a lump sum fee for professional services. The fees to be charged shall be calculated having regard to a percentage calculation or a time charge provided the total fees charged shall not be less than that prescribed in the schedule. The charges relating to variations, cost escalation, protracted services will be taken into account and agreed upon.

G.14. *Combined (Consortium) Fees*

The Architect may agree with the client upon a percentage or lump sum fee sufficient to cover his own fee and cost of all consultants' fees payable by him provided that the combined or consortium fees shall be the same as if such services were provided independently. The consolidated fees shall therefore be the sum of the proportionate fees for the individual professional services rendered. The architect shall not pay another registered person less than the fees set out in this Schedule.

G.15. *Fees for Work outside Kenya*

- (a) For architects who undertake professional work outside Kenya, their fees shall be based on the scales of fees as published by regulatory authority within the jurisdiction where they undertake such work.
- (b) In jurisdictions where a regulatory authority does not exist, architects may charge fees based on this Schedule.
- (c) For architects who are commissioned in Kenya to undertake work in connection with a project located in other jurisdictions, their fees shall be as per this schedule for the services rendered in Kenya.

PART 4 – TOTAL CONSTRUCTION COSTS

H.1. *Total Construction Costs*

The total construction cost will be based on the cost of all applicable taxes as certified by the architect, all works executed under the direction of the contractor, the cost of site works and built-in furniture and equipment, before deduction of liquidated damages or penalties, including escalation, subject to the following conditions—

- (a) The total construction cost shall not include sub-contractor's design fees for work on which consultants would otherwise have been employed. Where appropriate the architect should estimate a reduction from the contract sum.
- (b) In addition to the cost of all works executed under the building contract, the total construction cost shall be deemed to include the cost of any work which is excluded from the contract but otherwise designed by the architect.

- (c) The cost of specialist equipment, fixed or unfixed, or works of art will not usually be included, although the architect may charge for work in connection with such items under Part 6 of this Schedule, or on a time basis as provided for under Part 7 of this Schedule.
- (d) Where appropriate the cost of old materials will be calculated as if they were new.
- (e) Where any materials, labour or carriage are supplied by a client who is not the builder, the cost shall be estimated by the architect as if they were supplied by the contractor, and included in the total construction cost.
- (f) Where the client is the builder, the building organization's own estimated cost of the works, as certified by an independent quantity surveyor, may be used in calculating the total construction cost provided always that the architect's own estimate shall be used in the absence of such statement of account.

H.2. *Costs of the works shall include—*

- (a) The costs to the client from all work designed and specified or supervised by the architect including all fixed equipment provided by the client or others and forming part of the works, payments made to the contractors by way of settlement of claims, fluctuations and before deduction of liquidated damages or penalties (if any) payable by the contractors to the client.
- (b) The market value as though duty and tax had been paid of any materials imported duty or tax free for the works.

H.3. *Costs of the works shall exclude—*

- (a) Administration expenses incurred by the client.
- (b) Professional fees and out of pocket expenses.
- (c) Salaries, travelling, out of pocket and office expenses of resident site staff, unless the works are carried out by direct labour.
- (d) Interest on capital during construction, and cost of raising moneys required for carrying out the construction of the works.
- (e) Cost of land and way leaves.
- (f) External services designed, documented and supervised by others such as power and water authority mains.

PART 5 – THE NORMAL SERVICE

I.1. Fees for work common to all building projects, which is described in Part 2 C.1— D.5. of this Schedule and hereinafter referred to as the normal service are worked out as a percentage of the total construction cost of the works as hereinbefore defined. As described in M.3 of this Schedule, the percentage may vary according to the nature of the works.

I.2. The normal service is divided into stages which mark the progress of the architect's work. On completion of each stage an instalment of the fee is payable in accordance with the graduated scale of fees provided in M.3 of this schedule.

STAGE AND DESCRIPTION OF WORK	PERCENTAGE (%) OF THE TOTAL FEE	CUMULATIVE PERCENTAGE
(a) Inception– For advising the client upon the services of an architect and the need for a quantity surveyor, obtaining an initial statement of requirements and outlining possible courses of action.	5%	5%
(b) Outline Proposals– For considering or developing the brief; for advising on the need for and instructing any consultants. For preparing outline proposals which incorporate a detailed presentation of the client's requirements and an approximation of the cost of meeting them. For reporting any major decisions needed from the client, and receiving any amended instructions.	12%	17%
(c) Scheme Design– For preparing in collaboration with any consultants, a scheme design consisting of small-scale working drawings which shall indicate the spatial arrangements and appearance, for reporting to the client on the scheme including presenting an assessment of the cost and timetable for the project. Where so required, submitting copies of the drawings to the local authority for town planning consent, approval under the building by-laws.	22.5%	39.5%
	2.5%	42.0%
(d) Detailed Design and Production Drawings –For completing a detailed design incorporating the design work done by any consultants. For preparing production drawings and information necessary for Bills of Quantities.	33%	75%
(e) From Tender Action to Completion–For obtaining and advising on tenders and for preparing and advising on the contract and the appointment of the contractor. For briefing the contractor, arranging for him to take possession of the site, and examining his programme; for periodic supervision and issuing certificates required by the building contract, for handing over the building to the client, providing small-scale drawings showing the main lines of drainage and other services as executed and giving initial guidance on maintenance.	2.5%	77.5%
	20%	97.5%
Issuance of certificate of making good defects and final account	2.5%	100%
	(100%)	

PART 6 – VARIATION OF FEES

J.1. *Repetitive Works*

Repetitive works may consist of floors or bays repeated within a single building, or buildings repeated on the same site. Where such floor, bays or buildings are repeated under a single building contract and such repetition enables sets of drawings and specifications to be re-used without alteration or with only minor modification, fees shall be reduced as follows—

- (a) Where houses are in all respects identical repeats of one design for which type drawings and specifications can be re-used without modification, the fees for work described in paragraph (c) of clause I.2 shall be reduced by 1 %, and the fees for work described in paragraph (d) of clause I.2 shall be waived for each repeated house other than the first five.
- (b) Fees for work described in paragraph (d) of clause I.2 only shall be waived for each repeated house, other than the first five, for which type drawings and specifications can be re-used with only minor modification.
- (c) Where a multi-storey building contains a number of repeated floors or a single building consists of a number of repeated bays which are each not less than 250 square meters in area and are in all respects repetitions of a single design for which type drawings and specifications can be re-used without modification, fees for services described in paragraphs (c) and (d) of clause I.2 shall be waived for each repeated floor or bay, other than the first eight floors or the first five bays.
- (d) Fees for work described in paragraph (d) of clause I.2 only may be waived for each repeated floor or bay, other than the first eight floors or five bays, for which type drawings and specifications can be re-used with only minor modifications, provided that all conditions in paragraph (d) of this clause are fulfilled.
- (e) Where a multi-storey building consists of two or more self-contained units, each of which consists of a number of dwellings and their ancillary facilities including all necessary access, fees for the repeated units shall be calculated as if they were independent buildings, in accordance with clause J.2.

J.2. *Repeated Buildings*

Where a building is repeated for the same client, and type drawings and specifications can be re-used without modification, irrespective of whether more than one site or contract is involved, fees shall be reduced as follows—

- (a) Where a building of not less than 200 square meters in area is in all respects a repeat of a previous design for the same client and type drawings and specifications can be re-used without modification, the fees for work described in paragraphs (c) and (d) of clause I.2 shall be waived for each repeated building other than the first.
- (b) Fees for work described in paragraph (d) of clause I.2 only may be waived for each repeated building of not less than 200 square meters in area, other than the first, for which type drawings and specifications can be re-used with only minor modification.

- (c) Fees for all except the first five of any repeated buildings of less than 200 square meters in area may be waived for work described in paragraph (c) or (d) of Clause I.2 provided that all the conditions in paragraphs (b) and (c) of this clause respectively, are fulfilled.

PART 7 – REIMBURSABLE EXPENSES

K.1. *Out of Pocket Expenses*

In addition to paying fees under any other provision under this Schedule, the client shall reimburse the architect for all reasonable out of pocket expenses actually and properly incurred in connection with the commission. The client and the architect may agree for the expenses to be estimated or standardized in whole or part as a lump sum payment or a sum calculated as a percentage of fees to cover all out-of-pocket expenses for the project. Such expenses shall include the following—

K.2. *Drawings and Documents*

Printing, reproduction or purchase costs of all documents, drawings, tender documents, maps, models, photographs, and other records, including all those used in communication between architect, client, quantity surveyor, other consultants and contractors, and for inquiries to contractors, subcontractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned.

K.3. *Hotel and Travelling Expenses*

- (a) Mileage allowance for motor vehicles shall be charged at the rates as published annually by the Board of Registration of Architects and Quantity Surveyors of Kenya. The charges shall be calculated on the basis of total running costs per kilometer depending on the engine capacity of the motor vehicle used for journeys to and from destinations situated more than 10 Kilometers from the architect's office.
- (b) Hotel and subsistence expenses consistent with the rank of the architect's technical staff will be reimbursed on rates as published annually by the Board of Registration of Architects and Quantity Surveyors of Kenya.

K.4. *Travelling Time*

- (a) Where work is situated more than fifty (50) Kilometres from the architect's office and such work is visited by road or rail, traveling time shall be charged on an hourly basis.
- (b) Where work is situated more than three hundred (300) Kilometres from the architect's office and such work is visited by air, travelling time shall be charged on an hourly basis.

K.5. *Disbursements*

- (a) Expenses incurred in respect of advertising for tenders, clerks of works and other resident site staff including the time and expenses for interviews.
- (b) Other payments made on behalf of the client, such as fees paid to statutory authorities, announcements and published notices, costs for standard forms of contracts for building works.
- (c) Communication costs incurred on telephone calls, telex messages, telefax, e-mail, telegrams, cables, airfreight and courier services.
- (d) The client and the architect shall review the projected expenses prior to the commencement of the project and agree on the applicable disbursements category and reimbursement method.

PART 8 – CLASSIFICATION OF BUILDINGS AND BUILDING WORKS

L.1. *Classification of Buildings and Building Works*

- (a) For basic services, building types and related works are classified under four categories from simple to exceptionally complex as detailed in Clause N.1 of this Schedule.
- (b) For the purpose of determining fees payable, the fees arrived at based on the cost of the building works in each category will be multiplied by the appropriate factors set out below –

L.2. *Category I - Buildings of simplest utilitarian character*

Fees for this class of work shall be multiplied by a factor of 0.8.

L.3. *Category II - Buildings for Industrial and Commercial Application with minimum subdivision*

Fees for this class of work shall be multiplied by a factor of 1.0.

L.4. *Category III - General Purpose Buildings*

Fees for this class of work shall be multiplied by a factor of 1.0.

L.5. *Category IV - Buildings with more specialized requirements involving special Design or prolonged study*

Fees for this class of work shall be multiplied by a factor of 1.3

M.1. *Schedule of Duties and Professional Charges for Architects*

	STAGES OF SERVICES	FEES CHARGEABLE
	PRELIMINARY STAGE	
(i)	Sites and buildings	Fees on time charge basis
(ii)	Feasibility studies	Fees on time charge basis
(iii)	Development plans	Fees on time charge basis
(iv)	Negotiations	Fees on time charge basis
(v)	Zoning Analysis and authorities' consultations	Fees on time charge basis
(vi)	Preparation of brief and project programming	Fees on time charge basis
(vii)	Building Procurement Advice	Fees on time charge basis
(viii)	Equipment and Plant Procurement Advice	Fees on time charge basis
	DESIGN AND DOCUMENTATION STAGE (75% OF TOTAL FEES)	
(i)	Inception	5% of fees
(ii)	Outline Proposals	12% of fees
(iii)	Scheme Design Stage	25% of fees
(iv)	Detailed Design Stage	33% of fees
	TENDER AND POST CONTRACT STAGE (25% OF TOTAL FEES)	
(i)	Tender Action	2.5%

	STAGES OF SERVICES	FEES CHARGEABLE
(ii)	Administering the contract and detailed supervision during construction stage	20%
(iii)	Services after Final Completion to Issuance of certificate of making good defects	2.5%

M.2. Architects Fees for Special Services

(i)	Special Drawings	Fees on time charge basis
(ii)	Services after the Defects Liability Period	Fees on time charge basis
(iii)	Development Studies	Fees on time charge basis
(iv)	Phased Development Planning	Fees on time charge basis
(v)	Co-ordination of Special Plant	Fees on time charge basis
(vi)	Landscape Design	10% of the cost of landscape works
(vii)	Estimates of Replacement costs	Fees on time charge basis
(viii)	Construction and Operation Research	2% of the project cost
(ix)	Project Management	2% of construction cost
(x)	Existing Building Survey and Reports	Fees on time charge basis
(xi)	Construction Management	Fees on time charge basis
(xii)	Reinstatement After Damage	Fees on time charge basis
(xiii)	Examination of Drawings and Documents	Fees on time charge basis
(xiv)	Master Planning and Special Studies	Fees on time charge basis
(xv)	Technical Audit	Fees on time charge basis
(xvi)	Tribunals, Courts, Litigation and Arbitration	Fees on time charge basis but at 2.5 times of the published rates
(xvii)	Property and Plant Estimates	Fees on time charge basis
(xviii)	Review of abandoned projects	Fees on time charge basis
(xix)	Interior Design	10% of the cost of the interior design works
(xx)	Shop Fitting and Exhibition Work	Fees on time charge basis
(xxi)	Furniture and Fittings	Fees on time charge basis, times 2.5 of the published rates
(xxii)	Works of Art	Fees on time charge basis
(xxiii)	Listed building	Fees on time charge basis at 2.5 times of the published rates
(xxiv)	Layouts, Roads, Dams, Bridges and Sewers	10% of the cost of the Civil works

M.3. Percentage Fees for Architects for Normal Services based on Total Cost of Works

NORMAL SERVICE		
Cost of Works (KShs.)	Minimum Percentage Fee	
	New Works	Works to Existing Buildings
Above 10,000,000 to 100,000,000	6.00%	10.00%
Above 100,000,000 to 250,000,000	5.95%	9.75%
Above 250,000,000 to 500,000,000	5.85%	9.50%
Above 500,000,000 to 1,000,000,000	5.75%	9.25%
Above 1,000,000,000 to 5,000,000,000	5.65%	9.00%
Above 5,000,000,000 to 10,000,000,000	5.55%	8.75%
Above 10,000,000,000 to 20,000,000,000	5.45%	8.50%
Above 20,000,000,000 to 30,000,000,000	5.35%	8.25%
Over 30,000,000,000	5.25%	8.00%

M.4. Hourly Rates

- (a) Except where otherwise specified or agreed with the client, fees based upon time spent by both principals and staff shall be as provided in paragraph (a) of clause G.2.
- (b) The rates will be subject to annual review by the Board

M.5. Variation in Fees

This part describes variations in fees for the normal service described in Part 5 of this Schedule.

M.6 New Works Costing Less than KShs. 10,000,000.

A higher percentage will apply for new works costing less than KShs. 10,000,000.

For works costing less, the following sliding scale shall apply—

M.7 Works to Existing Buildings

- (a) A higher percentage is chargeable for works to existing buildings as scheduled in Part 5 of this Schedule, but for works costing less than KShs. 10,000,000 the following sliding scale shall apply —

TOTAL CONSTRUCTION COSTS (KSHS.)	MINIMUM PERCENTAGE (%) FEE	
	New Works	Works to Existing Buildings
Under 500,000	10.00%	16.00%
Above 500,000 to 2,000,000	9.00%	15.00%
Above 2,000,000 to 4,000,000	8.00%	14.00%
Above 4,000,000 to 6,000,000	7.50%	13.00%
Above 6,000,000 to 8,000,000	7.00%	12.00%
Above 8,000,000 to 10,000,000	6.50%	11.00%

- (b) Fees for extension to existing buildings which are substantially independent shall be as for new works, but the fee for those sections of works which marry the existing buildings to the new shall always be charged on the higher scale.
- (c) Where extension to existing, buildings are charged in two parts the percentage fee for each part shall be as for an independent commission of similar value.

M.8 Architects Rate of Payment (Kshs.) on Time Basis

POST REGISTRATION EXPERIENCE	RATES IN KSHS.		
	Hourly	Daily	Monthly
Over 15 Years	22,000 – 25,000	100,000 – 120,000	1,600,000 - 1,750,000
13 – 15 Years	18,000 – 22,000	80,000 – 100,000	1,350,000 - 1,600,000
9 – 12 Years	14,000 – 18,000	65,000 – 80,000	1,150,000 - 1,350,000
5 – 8 Years	10,000 – 14,000	55,000 – 65,000	950,000 – 1,150,000
1– 4 Years	7,500 – 10,000	45,000 – 55,000	750,000 – 950,000

N.1. BUILDING COMPLEXITY

*Classification of Buildings*CATEGORY I *Buildings of Simplest Utilitarian Character*

- (a) Freight Buildings for air and sea transport.
- (b) Hangars.
- (c) Simple Go-downs and Warehouses.
- (d) Simple factory Buildings.

CATEGORY II *Building for Industrial and Commercial Application with minimum sub-division*

- (a) Parking Buildings.
- (b) Boiler Houses.
- (c) Generating stations.
- (d) Milking facilities.
- (e) Factories for processes affecting shell and structure.
- (f) Warehouses and storage with multiple storage.
- (g) Un sub-divided offices.
- (h) Retail Warehouses.
- (i) Open air pools.
- (j) Sports (Marina).
- (k) Individual shops.
- (l) Kiosks.
- (m) Exhibition buildings.

CATEGORY III *General Purpose Buildings*

- (a) Bus stations for road transport and railway.
- (b) Filling, service stations and showrooms.
- (c) Maintenance workshops.
- (d) Passenger terminals for air or sea.
- (e) Signal centres (energy, meteorological).
- (f) Special purpose buildings (farming).
- (g) Factories requiring food hygiene standards.
- (h) Offices fully subdivided.
- (i) Buildings for retail shopping - Depot stores.
- (j) Dry cleaners.
- (k) Fire Stations and Police Stations.

- (l) Post Offices.
- (m) Public conveniences.
- (n) Telephone and telegraphic exchanges.
- (o) Kindergarten and Day nurseries.
- (p) First Aid posts.
- (q) Health centres.
- (r) General wards (minimum specialized facilities).
- (s) Homes for aged.
- (t) Homes for medically handicapped.
- (u) Nursing Homes.
- (v) Veterinary clinics and dispensaries.
- (w) Toilets, ablution and changing accommodation.
- (x) Snack-bars, coffee and milk bars.
- (y) Cinemas.
- (z) Halls (entertainment)
- (aa) Public Park buildings.
- (bb) Clubs (non-residential)
- (cc) Community Centres
- (dd) Youth centres.
- (ee) Covered pools.
- (ff) Games halls (badminton, squash).
- (gg) Sports centres.
- (hh) Stands or stadia.
 - (ii) Approved schools
- (jj) Nursery Schools.
- (kk) Primary and Secondary Schools (Classrooms, Administration Offices.)
- (ll) University buildings for—
 - (i) Non-science spaces.
 - (ii) Computer centres.
 - (iii) Meteorological or geophysical.
 - (iv) Design exhibitions halls.
 - (v) Building research and information centres.
 - (vi) Observatories.

- (vii) University and public libraries.
- (viii) Information centres.
- (ix) Exhibition centres.
- (x) Art studios or design studios.
- (xi) Houses, Flats, Maisonettes
- (xii) Barracks, Hostels.
- (xiii) Hotel accommodation.
- (xiv) Motels, Inns and Lodges.
- (xv) Restaurants, Taverns and Bars.
- (xvi) Clubs (residential).
- (xvii) Guest Houses.

CATEGORY IV *Buildings and Civil Works with more specialized requirements involving special design or prolonged study.*

- (a) Embassies and High Commission
- (b) Air traffic control centres.
- (c) Factories for processes requiring laboratory standards.
- (d) Subdivision of pre-designed office space.
- (e) Mortuary, crematoria.
- (f) Clinical research.
- (g) Psychiatric facilities.
- (h) Ward accommodation (with specialized facilities).
- (i) Health day centre (psychiatric).
- (j) Dental surgeries.
- (k) Operating theatres.
- (l) Convalescent homes.
- (m) Homes for chronic invalids and physically handicapped.
- (n) Maximum-security police detention.
- (o) Secure prison building.
- (p) Canteens, refectories.
- (q) Hospital food services.
- (r) Casinos.
- (s) Conference spaces.
- (t) Thermal spa and saunas.
- (u) Cathedrals, churches, chapels, synagogues, temples, convents and retreats.

- (v) Secondary school (science laboratories, art, and music rooms).
- (w) Civil Works such as Roads, Dams, Bridges and Sewers
- (x) Listed Buildings (listed buildings that have special architectural or historical interest and are recognized as buildings of national importance under the National Museums and Heritage Act).

Sub. Leg

4. The principal By-laws are amended by deleting the Fifth Schedule and substituting therefor the following new Schedule—

FIFTH SCHEDULE

(By-law 39)

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL
CHARGES FOR QUANTITY SURVEYORS

PART 1 — CONDITIONS OF ENGAGEMENT

A.1 *Responsibilities*

- (a) Quantity Surveyors in Kenya are governed by the Architects and Quantity Surveyors Act and by the By-laws made thereunder.
- (b) The work of a quantity surveyor involves construction contract documentation, management and administration, financial administration and advising on cost and contractual procedures in construction projects.
- (c) A quantity surveyor shall exercise all reasonable skill, care and diligence in the discharge of his duties to safeguard the interests of the client. Where the quantity surveyor's duties are discretionary, the quantity surveyor shall act fairly as between the client and the contractor.
- (d) Where specialist sub-contractors are nominated for the design and execution of any part of the works, the quantity surveyor shall be responsible for the integration of the cost of such works, and for the supervision of such works in accordance with paragraph (b) of clause D.4 of this Schedule.

A.2 *Quantity Surveyors Liability*

The Quantity Surveyor shall perform the services with reasonable skill, care and diligence.

PROVIDED that—

- (a) No liability shall attach to the quantity surveyor in respect of the services except such liability as ought to be covered by the professional indemnity insurance.
- (b) No liability shall attach to the quantity surveyor in respect of the services for any latent defects after expiry of the defect's liability period.
- (c) The quantity surveyor shall not be liable for the consequences of any use of any information or documents prepared by the quantity surveyor except for the purposes for which they were prepared. Such liability shall be limited to the sum insured as agreed with the client.
- (d) No liability shall attach to the quantity surveyor either in contract or in tort for loss, injury, or damage sustained as a result of the act or omission or insolvency of any person other than the quantity surveyor and the quantity surveyor shall not be liable to indemnify the client in respect of any claim made against the client for any such loss, injury or damage.

A.3 *Appointment of the Quantity Surveyor and Other Consultants*

- (a) The Quantity Surveyor shall be directly appointed by the client but where a lead consultant is engaged by the client, the quantity surveyor will be engaged by the lead consultant only as an agent of the client.
- (b) Where the quantity surveyor is the lead consultant—

- (i) Other consultants employed by the client whether appointed and paid directly by the client or by the quantity surveyor as agent for the client shall be responsible to the client, and the quantity surveyor's responsibility to the client in respect of such consultants shall be limited to directing them and coordinating their services.
- (ii) Consultants may be appointed and paid by the quantity surveyor, who shall be reimbursed by the client for such payments.
- (iii) Where consultants are employed by the client, their terms of appointment shall recognize the role of the quantity surveyor in directing them and coordination of their services.

A.4 Interpretation

Any question arising out of these Conditions of Engagement and Scale of Professional Fees and Charges shall be referred by the quantity surveyor or client to the Board for advice at any time, provided always that any difference or dispute between them shall be determined in accordance with clause A.6 or clause A.7 of this Schedule.

A.5 Termination of Engagement

- (a) An engagement entered into between the quantity surveyor and the client may be terminated by either party on the expiry of a written notice of not less than twenty-one days after which the quantity surveyor shall be entitled to remuneration in accordance with clause G.2 of this Schedule.
- (b) The client may upon expiry of a written notice of not less than twenty-one (21) days terminate a consultancy agreement if any other condition arises which interferes or threatens to interfere with the successful carrying out of the works or the accomplishment of the purpose thereof.
- (c) A quantity surveyor shall be paid a disruption charge equal to ten per cent (10%) of the difference between the sum of professional fees already paid at termination and the total fees which would have been payable to the quantity surveyor at completion

A.6 Disputes

- (a) Any difference or dispute arising out of the Conditions of Engagement and Scale of Professional Fees and Charges shall be referred to the Board for determination.
- (b) The Board may in making a determination under paragraph (a) above, conduct an inquiry on its own motion or upon a complaint or dispute addressed to the Board in writing from any registered person or refer the inquiry to a sub-committee appointed by the Board for that purpose.
- (c) The Board may require a complainant to file further particulars of any of the matters complained of and may require the complaint or any part thereof to be verified by affidavit.
- (d) Upon receipt of a complaint or dispute against a registered person, the Board shall notify the person complained against, giving the grounds of the complaint, under cover of a recorded mail sent to his last known address.

- (e) The Board may call upon the person complained of or under investigation to file within ten (10) days thereafter, an explanation in answer to the complainant and may require such explanation to be verified by affidavit.
- (f) The Board may summon before it any registered person against whom a complaint has been made, to appear to the Board or before a sub-committee of the Board appointed for that purpose and may call upon such person to produce any document, contract, invoice, reports, drawings, specifications, bills of quantities or other writing in their possession or under their control in any way relating to or concerning the complaint or dispute under investigation and may hear any evidence and inspect any document which the complainant or the party complained against, may desire to adduce.
- (g) The Board may also inspect the site relating to a matter under investigation.
- (h) The Board shall communicate its findings to the parties in the dispute within a period not exceeding thirty (30) days after the parties have supplied the Board with all relevant documents.
- (i) The Board may in conducting the inquiry, levy such fees as it may determine, to defray its own expenses.

A.7 Arbitration

- (a) Where any difference or dispute arising out of the Conditions of Engagement and Scale of Professional Fees and Charges cannot be determined in accordance with clause A.6, it shall be referred to arbitration.
- (b) The arbitration shall take place in Kenya and shall be conducted in accordance with the provisions of the Arbitration Act (Cap. 49) of the Laws of Kenya.
- (c) The arbitrator shall be a person to be agreed between the parties, or failing agreement within fourteen days after either party has given the other a written request to concur in the appointment of an arbitrator, who may be nominated at the request of either party by the Chairman of the Board, President of the Architectural Association of Kenya (AAK) or by the President of the Institute of Quantity Surveyors of Kenya (IQSK). The person shall be an architect, quantity surveyor or an engineer.

PART 2 — SCOPE OF WORK AND SERVICES

B.1. The scope of work of a quantity surveyor including work in collaboration with other consultants, shall be carried out in the following stages-

(a) *Preliminary Design Stage*

The preliminary design stage services shall include: -

B.2 Sites and Buildings

- (a) For advising on cost related to analysis of a site to allow optimum use, including review of existing conditions, services, if any, planning requirements to establish facility locations, site improvements and landscape.
- (b) For advising on cost related to investigations of surface and sub-soil conditions to determine the nature of the material, characteristics, bearing capacity, water table, and ease of excavation.

- (c) For preparing cost schedules of dilapidations and negotiating them on behalf of property owners or tenants; for taking particulars on site and preparing for repairs estimates.
- (d) For advising on cost related to studies of requirements on-site and off-site, which may include electrical service and distribution, sewer and storm water collection, drainage, water supply and distribution, fire control and alarm, emergency lighting, security protection, air-conditioning, pollution control, site illumination and telephone.

B.3 *Preliminary Costs Appraisal*

For undertaking a preliminary cost appraisal of a project sufficient to enable the client to decide whether and in what form to proceed. Such an appraisal may include an approximation of the cost of meeting the client's requirements, a statement upon the need for consultants, an outline timetable and a suggested contract procedure.

B.4 *Development Plans and Site Plans*

For advising on cost related to preparing development plans and site plans which will be carried out over a number of years for any large building or complex of buildings.

B.5 *Negotiations*

- (a) For negotiations arising from applications for town planning, building by-law, building act or building regulation approvals.
- (b) For preparation of estimates, budgets, cost plans, reports and consultations and submissions and negotiations for grant, aid, subsidy and fundraising

B.6 *Zoning Analysis and Authorities Consultations*

For advising on cost related to conformity with planning zones, preparation of material for and consultation with authorities, applications for approvals, re-zoning and attending appeals.

B.7 *Preparation of Brief and Project Programming*

Preparation initial cost advice including preliminary cost plan and/or assistance in preparation of client's detailed brief.

B.8 *Building Procurement Advice*

Advising on appropriate means of procuring buildings and on types of building contracts available.

B.9 *Equipment and Plant Procurement Advice*

For advising on cost related to appropriate means of procuring plant and equipment.

C.1 *The Normal Service*

The work described in here below and in the Schedule of fees payment for normal services is required for any building project and unless the quantity surveyor is specifically informed to the contrary by the Client.

(b) *Design and Documentation Stage*

The normal service at the design and documentation stage is divided into four stages that are as described here below.

C.2 *Inception*

For advising the client on the need for other consultants, holding meetings with the client and other consultants, visiting the site, advising on the cost of meeting the clients' requirements, preparing a developer's budget and cash flow projections, cost analysis for feasibility studies and obtaining an initial statement of requirements and outlining possible courses of action.

C.3 *Outline Proposals*

For preparing an approximate estimate of cost based on linear, superficial, cubic or similar basis from the outlined sketch proposals. Advising on possible design economics and on the financial implication of different design proposals and prepare a cost plan for the agreed proposal to form a basis for cost control during detailed design.

C.4 *Schematic Design*

For taking off approximate quantities from drawings, providing detailed cost estimates, cost comparison, review of cost plan and projected cash flows and timetable for the project.

C.5 *Detailed Design Stage*

- (a) For providing advice on cost and cost control during design and amending approximate estimate and cost plans as necessary including cross checking with the agreed budget and advising the client accordingly.
- (b) Preparing tender documents including Bills of Quantities where required and ensure that the documents tally with other consultants' drawings or specifications and the client's requirements including advising on the form of contract and selection of contractors.

C.6 *Variations to Design*

A quantity surveyor shall not initiate or proceed with any stage of his duties without the authority of the client. He shall not make any material deviation, alteration, addition to or omission from the approved budget or cost without the knowledge and consent of the client.

C.7 *Specialist Contractors and Suppliers*

Where the client directs that specialist contractors or suppliers design part of the project the quantity surveyor shall be responsible only for the integration of the cost of such design into the total cost of the project as a whole.

(c) *Tender & Post-Contract Stage*

D.1 The normal service described below forms the tender and post-contract stage of the quantity surveyor's services up to completion of the project.

D.2 *Tender Action*

For advising on tender, obtaining and evaluating tenders, recommending on the appointment of the contractor, drawing up contract documents for signature by the parties and ensuring safe custody of the original contract documents including registration.

D.3 *Detailed Supervision during construction stage*

- (a) Make periodic visits to site to value or assess the works in progress, taking particulars and preparing valuations for interim payments in collaboration with other consultants. Monitoring and advising on costs including preparation of regular financial appraisals, advising on contractual matters, examining, evaluating and reporting on contractors' claims.
- (b) The quantity surveyor shall give measurements and valuation on a fortnight basis to ensure that the works are being executed within the contract price; Additional supervision does not form part of his normal duties.
- (c) Where more frequent valuations or measurements are required, additional fees may be charged on time basis.
- (d) Where continuous presence of a quantity surveyor is necessary on site, a resident quantity surveyor will be engaged by the quantity surveyor subject to prior approval by the client or the lead consultant and the cost of engaging the resident quantity surveyor will be reimbursed on time charges as set out under clause M.9 of this Schedule.

D.4 *Commissioning, Record Drawings, Maintenance and/or Guideline Manuals*

- (a) Where the quantity surveyor is the lead consultant or in conjunction with other consultants, for coordinating the utilization of systems and equipment, initial start-up and testing, adjustment and balancing and training of client personnel; providing drawings showing significant changes made in the work during construction, either re-drawn or marked-up drawings or other data as appropriate. Coordinating the issuance of maintenance manuals for buildings, services and plant.
- (b) The quantity surveyor shall inform the client within a reasonable time if the quantity surveyor has reason to believe that the authorized expenditure is likely to be exceeded and if the contract period for the project is likely to be varied significantly.
- (c) For negotiating variations and cost adjustments and dealing with claims for extensions of time and other matters included in the building contract.

D.5 *Defects Liability Period*

- (a) Preparing and completing measurement of executed work and pricing of the final account and preparing valuation for the final certificate in collaboration with other consultants.
- (b) Advising the client on any outstanding disputes with the contractor except being involved in any arbitration and litigation process.

D.6 *Variations to Cost or Time*

The quantity surveyor shall inform the client within a reasonable time if he has reason to believe the total authorized expenditure is likely to be exceeded and if the contract period for the project is likely to be varied significantly.

E.1 SPECIAL SERVICES

E.2. *Feasibility Studies*

For undertaking feasibility studies of a project sufficient to enable the client to decide whether and in what form to proceed, and providing an assessment of the practicality of a proposed plan or project including analyzing the viability of the project to determine whether the project or venture is likely to succeed or meet the investment objective(s) of the client.

E.3 *Pricing of Bills of Quantities*

For Pricing Bills of Quantities where the Bills of quantities have been prepared by others.

E.4 *Services after the Defects Liability Period*

For making periodic estimates for insurance, operational reviews, approving and coordinating special tenant requirements.

E.5 *Development Planning*

For preparation cost estimates, cost plans and budgets relating to long-term plans for development and phasing of development within the plan.

E.6 *Co-ordination of Special Plant*

For advising on costs related to provision of documents, arranging meetings, making site inspections, advising, testing, and handing over of completed installation.

E.7 *Landscaping Works*

For preparing cost estimates; cost plans and bills of quantities, schedule of prices for landscape works, preparing documents, calling tenders and arranging for execution of the work; valuations of work in progress and advising on accounts payable to specialist sub-contractors.

E.8 *Interior Design Works*

- (a) For providing cost estimates and bills of quantities, schedule of prices for interior, décor and space utilization including for furniture, fittings, fixings and furnishings, preparing documents for calling of tenders for manufacture and supply, arranging for execution of the work.
- (b) Costing on works of art or engaging and instructing artists; valuations of work in progress and advising on accounts payable to specialist sub-contractors.

E.9 *Estimates of Replacement Costs*

For providing estimates for replacement of buildings and plant.

E.10 *Construction and Operation Research*

For providing cost advise related to design, construction, operation research and production of prototypes.

E.11 *Project Management Services*

For providing management services for the project, from inception to completion, including preparation of briefs, appointing and coordinating consultants, construction managers, agents, contractors, reporting on progress and finances and handing over on completion.

E.12 *Existing Building Survey and Reports*

For inspection, preparation of cost estimates; cost plans and bills of quantities, schedule of prices, preparing dilapidation reports. Reports may include examination of building components and services, advising on use, re-use improvements, alterations, development, preparation of schedule of dilapidation and costs.

E.13 *Construction Management*

For providing construction project services during the design and documentation stages and management through the construction stage, including calling of tenders and quotations, letting contracts, coordinating contractors and suppliers, certifying payments, controlling retentions, quality control, programming, reporting on progress and finances and handing over on completion.

E.14 *Reinstatement after Damage*

For inspecting, preparation of cost estimates; cost plans and bills of quantities, schedule of prices, preparing dilapidation reports in connection with reinstatement after damage, i.e. water, storm, fire, explosion and other causes.

E.15 *Examination of Documents*

For examination of documents and providing special advice as required.

E.16 *Master Planning and Special Studies*

For providing cost advice on masterplan designs, related cost plans and estimates and studies relating to environmental and environmental impact, matters arising from town planning, matters arising from statutory planning, effect of building regulations and other statutory authorities controlling buildings.

E.17. *Tribunals, Courts, Litigation and Arbitration*

- (a) For qualifying to give evidence, settling proofs, conferences with advocates and counsel, Boards and Associations, attendance in court or at arbitrations or town planning inquiries or before other tribunals for services in connection with litigations and for arbitration.
- (b) Preparing material, opinions, acting as expert witness in connection with litigation and arbitration proceedings.
- (c) For making submissions that may include preparation of reports, opinions, for obtaining licenses, applications to Tribunals and Boards of Appeal.

E.18 *Property and Plant Estimates*

For providing property and plant estimates for projected works, insurance, sale, studies and reports.

E.19 *Review*

For review of completion of abandoned projects.

E.20 *Technical Audits*

For carrying out special technical audit of a project including value for money audit and conducting due diligence.

E.21 *Interior Design*

Where special services are required in respect of interior design work in a new or existing building, such work being distinct from normal alterations to an existing building and excluding all external works and any major structural alterations, and the quantity surveyor is employed only on this work, or it is executed under a special sub-contract or a contract separate from that for other works on which the quantity surveyor may be employed, the fees are as follows—

- (a) For the normal service described in Part 5 of this Schedule, with the addition of special sketch studies, detailed advice on the selection of all furniture, fittings, and soft furnishings, and supervision of the making up of such furnishings the percentage fee for each stage of the normal service shall be double that for new works.
- (b) The quantity surveyor shall separate the construction costs of interior design work on which such special fees are calculated from the total construction cost on which he is receiving a fee for the normal service.
- (c) Neither total construction costs nor the fee for the normal service shall be abated where other persons are employed on the same work executed by the quantity surveyor.

E.22 *Shop Fitting and Exhibition Work*

- (a) For preparation of cost estimates; cost plans and bills of quantities, schedule of prices and advising on contracts and payments to be made to nominated suppliers in connection with shop fitting and exhibition design including both the remodeling of existing shops and the design of new units both independently and within the shell of existing buildings, irrespective of whether the quantity surveyor is employed for shop fitting design only or the work forms part of a general building contract, the percentage fee for each stage of the normal service will be double that for new works.
- (b) Where shop fitting drawings are provided by specialist sub-contractors the fee shall be as for the normal service described in Part 5 of this Schedule.

E.23 *Furniture and Fittings*

- (a) For advising on the costs, preparing schedules and selection of suppliers and payments to be made for works related to loose furniture fittings and soft furnishings and supervision of their installation including the making up of soft furnishings, the fees shall be on a time basis.
- (b) For the work relating to special items of furniture for limited production only, the percentage shall be 7.5% per cent of the total production cost. Alternatively, fees may be on a time basis.
- (c) For work relating to mass-produced items of furniture may be by royalty, or by time and sale of copyright including prototypes should be on a time basis, but may be an advance on royalties.

E.24 *Works of Art*

For advising on the costs, preparing schedules and selection of suppliers and payments to be made for works related to special works of art, paintings, sculptures and any other generic forms of art, and for supervising their installation, fees shall be on a time basis.

E.25 *Listed building fees*

For preparation of cost estimates; cost plans and bills of quantities, schedule of prices and advising on contracts, tender action and payments and accounts of contractors relating to restoration of historic fabric and obtaining consent on listed buildings that have special architectural or historical interest and are considered to be of national importance and therefore worth protecting, fees for these projects shall be charged as renovation works.

E.26. Civil Works (Layouts, Roads, bridges, dams and Sewers).

Where the quantity Surveyor is engaged to prepare cost estimates, cost plans, bills of quantities related to layouts for a greater area than that which is to be developed immediately. The quantity surveyor is required to provide normal service in connection with civil works including roads, bridges, dams and sewers.

F.1 Copyright

- (a) All documents including Bills of quantities, specifications, reports, appraisals, valuations and other documents and software used as instruments of service as prepared by the quantity surveyor are and shall remain the property of the quantity surveyor whether the project for which they are made is executed or not except for those relating to work for the Government of the Republic of Kenya as provided in the Copyright Act (Cap. 130).
- (b) Such documents as in paragraph (a) above, shall not to be used by the client on other projects or extensions to the project except by agreement in writing and with appropriate compensation to the quantity surveyor. Quantity surveyors shall, upon termination or expiration of the contract, deliver all such documents and software to the client, together with a detailed inventory thereof for records only.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, the client shall be entitled to reproduce such documents as in paragraph (a) above, by proceeding to execute the project, provided that the entitlement applies only to the site to which the design relates and any fees, expenses and disbursements due to the quantity surveyor have been paid.
- (d) This entitlement shall also apply to the maintenance repair or renewal of the works.

PART 3 — FEES AND CHARGES

G.1 Preamble to the Scale of Fees

- (a) The objective of the scale of fees for quantity surveyors is to provide a framework for provision of technically feasible, economically viable and sustainable quantity surveying services in an ethical and professionally accountable manner and in return receiving reasonable compensation for the services.
- (b) The quantity surveyor will assemble all relevant resources for the quantity surveying services and realization of a project and the commensurate remuneration is founded on the value and magnitude of the contribution from the architect.
- (c) The procuring of quantity surveying services by competitive bidding shall not be on the reduction of fees or on a financial proposal offering less fees than the fees prescribed in this Schedule.
- (d) Offering less fees than what is prescribed is contrary to all accepted best practice methods of competitive tendering for quantity services and will be deemed to be professional misconduct.

G.2 Remuneration –

- (a) Quantity Surveyors are required to uphold and apply the Scale of Professional Charges published by the Board. The remuneration of the

quantity surveyor shall therefore be in accordance with the Scale and Conditions specified herein, unless a higher charge is agreed between the quantity surveyor and client when the former is commissioned.

- (b) Where the services of more than one profession are provided by a single firm or consortium, the combined or consortium fees shall be the same as if such services were provided independently. Any consolidated fees shall therefore be the sum of the appropriate fees for the individual professional services rendered.
- (c) Where work done by a client result in the omission of part of the normal service described in Part 5 of this Schedule, a commensurate reduction in fees may be made by prior written agreement, provided such an agreement schedule in detail the work to be done by the client which would otherwise have formed part of the normal service by the quantity surveyor.
- (d) Where the services of more than one profession are provided by a single firm or consortium, fees shall be the same as if such services were provided independently. Any consolidated fees shall therefore be the sum of the appropriate fees for the individual professional services rendered.
- (e) Where a quantity surveyor is commissioned by the Government of Kenya to undertake professional work in accordance with the special Scale of Charges agreed between Government and the Profession, the quantity surveyor shall not be bound to adhere to the Scale specified herein, except in regard to any matter not described in the said special Scale of Charges.
- (f) A quantity surveyor shall not compete with another in respect of percentage fees or time charges.

G.3. *Partial Services*

- (a) Where for any reason the quantity surveyor provides only part of the service described in Part 5 of this Schedule, he shall be entitled to commensurate remuneration, in addition to any out-of-pocket expenses, in accordance with paragraph (b) to (f) of this clause.
- (b) Where a quantity surveyor completes the work in any of paragraphs (b) to (d) of clause I.2 of the Schedule, he shall be entitled to the appropriate percentage fee on the estimated construction cost of the works.
- (c) Where a quantity surveyor is commissioned to undertake only the work described in paragraph (e) of clause I.2 of the Schedule, whether in whole or part, fees shall be on a time basis:

PROVIDED always that where the quantity surveyor provides only part of the services described in paragraph (e) of clause I.2 of the Schedule in respect of his own design, he shall be entitled to not less than the percentage fee due to him under paragraph (b) of clause G.4 of the Schedule.

- (d) Where a quantity surveyor provides only a part of the complete service described in any of paragraphs (b) to (d) of clause I.2 of the Schedule, he shall be entitled to the appropriate percentage fee on the estimated construction cost of the works.
- (e) All percentage fees for partial services shall be based on the quantity surveyor's current estimate of the total construction cost of the work. Such

estimates may be based on an accepted tender, or subject to paragraph (f) of this clause, on the lowest of unaccepted tenders.

- (f) In no case where partial service is provided in respect of works for which the executed cost is not known and no tender has been accepted should the quantity surveyor's percentage fees be based on an estimated total construction cost which exceeds the most recent cost limit agreed with the client.

G.4. *Mode and Time of Payment*

- (a) On completion of each stage of the normal service described in Part 5 of this Schedule the appropriate percentage fee on the estimated construction cost of the works subject to any variation in accordance with Part 6 of this Schedule, plus any other fees and out of pocket expenses that have accrued, shall be due for payment.
- (b) Fees and charges in respect of stages described in paragraphs (d) and (e) of clause I.2 of the Schedule will be paid by instalments proportionate to the works completed or value of the works certified from time to time. The time for honouring payments shall be 30 calendar days from the date of invoice.
- (c) The quantity surveyor and client may arrange for interim payments of fees and charges during all stages of the work and for payment during the stage described in paragraph (e) of clause I.2 of the Schedule by instalments other than those related to the value of the work certified from time to time.
- (d) Fees and charges in respect of stages described in paragraphs (a) and (e) of clause I.2 of the Schedule that are unreasonably delayed for a period exceeding ninety (90) days shall attract interest compounded at the prevailing mean commercial lending rate as determined by Central Bank of Kenya.

G.5. *Design Period*

- (a) For the purpose of calculating fees for design period the cost of the works shall be the final estimated cost by the quantity surveyor and approved by the client.
- (b) The cost of the specialist services, systems or equipment of high value designed or manufactured by others will not attract full fees.

G.6. *Supervision Period*

For the purpose of calculating fees for the supervision period, the cost of the works shall be the actual final cost of the works supervised including the settlement of claims and fluctuations before deduction of liquidated damages or penalties (if any) payable by the contractor to the client.

G.7. *Changes in Instructions*

For extra work owing to changes in an approved design beyond the control of the quantity surveyor, resulting from changes in the client's instructions or any other cause, the quantity surveyor shall notify the client of the considerable extra charges that may be incurred as follows—

- (a) For amending cost estimates, cost plans, bills of quantities and other documents already prepared or for preparing new cost estimates, cost

plans, bills of quantities and other documents because of alterations in the brief after the approval of a scheme design.

- (b) For amending cost estimates, cost plans, bills of quantities and other documents already prepared or for preparing additional documentation because of changes in location, size or shape after the approval of a detailed design.

G.8. *Delays in Building*

The quantity surveyor's charges for services on additional work arising from delays in building operations beyond the control of the quantity surveyor shall be charged on a time basis or on an agreed lump sum fees.

G.9. *Abandoned Works and Services*

- (a) Where the construction of works is cancelled or postponed or is suspended or the quantity surveyor is instructed to stop work for a period exceeding twelve months, they shall be deemed to be abandoned and fees for partial service will be due.
- (b) Where instructions necessary for the quantity surveyor to continue work are not received from the client, the works may be deemed to have been abandoned after six months have elapsed from the time such instructions were requested.
- (c) Where works are abandoned or any part of them is omitted at any time before completion, fees for partial service in respect of the whole or part of the works shall be charged for all work done with due authority, in accordance with clause G.3 of this Schedule.

G.10. *Resumed Works or Services*

- (a) Where works which have been abandoned as defined in paragraph (a) of clause G. 9 of the Schedule are resumed without substantial alteration within twelve months any fees paid under clause G.9 of this Schedule shall rank solely as payment on account towards the total fee payable on the execution of such works and calculated on their total construction cost.
- (b) Where there is a written agreement to the contrary, where works which have been abandoned as defined in paragraph (a) of clause 9 of the Schedule are resumed after twelve months, any fees paid under clause G.9 of this Schedule shall be regarded as final payment for the services originally rendered. The resumed works shall be deemed a new commission for which payment shall be due in accordance with Part 5 and clause G.3 of the Schedule.
- (c) All additional work arising out of resumed works shall be charged on a time basis or on the agreed lump sum charges.

G.11. *Special Fees or charges*

- (a) Fees and other charges for specialist professional advice and services that may include Building Information Modelling (BIM), which have been incurred by the Quantity Surveyor with the specific authority of the client shall be reimbursed on the basis of cost charged by the specialist plus 5% of the cost charges.

(b) *Overtime*

Where overtime work by the quantity surveyor is required to meet special circumstances and authorized by the client in advance, then any extra expense thus incurred by the quantity surveyor shall be charged on a time basis or on an agreed lump sum charge.

(c) *Special Contracts*

Where by instruction of the Client subsequent to entering into agreement the quantity surveyor is required to document and/or administer a project governed by special contract conditions or a contract other than one commonly used in the building industry, and where, as a result of this, additional work is incurred by the quantity surveyor, an additional fee is chargeable in accordance with the work involved. Should any such additional fee become or appear likely to become chargeable, the quantity surveyor shall promptly notify the client.

(d) *Damage or Destruction of the Works*

Where at any time before the completion of the project any part of the works shall be damaged or destroyed by war risks, natural causes or by any other cause not due to negligence by the quantity surveyor, the client shall pay to the quantity surveyor the appropriate remuneration for any additional work and expenses incurred by the quantity surveyor.

(e) *Other Services*

Where for any services provided by the quantity surveyor the fee is not stated in the agreement, such fee shall be on time charge basis unless otherwise agreed.

G.12. *Time Charges*

- (a) Time charges will be applicable on hourly, daily or monthly basis as published annually by the board.
- (b) Records of disbursements and expenses pertaining to services, records of additional services and records of services on a time charge basis shall be kept by the quantity surveyor on a recognized accounting basis, and shall be available for inspection by the client or his authorized representative at mutually convenient times.

G.13 *Lump Sum Fees*

The quantity surveyor may agree with the client to charge a lump sum fee for professional services. The fees to be charged shall be calculated having regard to a percentage calculation or a time charge provided the total fees charged shall not be less than that prescribed in the Schedule. The charges relating to variations, cost escalation, protracted services will be taken into account and agreed upon.

G.14 *Combined (Consortium) Fees*

The consolidated fees shall therefore be the sum of the appropriate fees for the individual professional services rendered. Under no circumstances shall the total fee charged be less than that prescribed in the schedule. The Quantity Surveyor may agree with the Client upon a percentage or lump sum fee sufficient to cover his own fee and cost of all consultants' fees payable by him provided that the combined or consortium fees shall be the same as if such services were provided independently. The quantity surveyor shall not pay another registered person less than the fees set out in this schedule.

G.15. Fees for Work outside Kenya

- (a) For quantity surveyors who will undertake professional work outside Kenya, their fees shall be based on the scales of fees as published by regulatory authority in within the jurisdiction where they undertake such work.
- (b) In jurisdictions where a regulatory authority does not exist, a quantity surveyor may charge fees based on this Schedule.
- (c) For quantity surveyors who are commissioned in Kenya to undertake work in connection with a project located in other jurisdictions their fees shall be based on this Schedule as published by the Board for the services rendered in Kenya.

PART 4 — TOTAL CONSTRUCTION COSTS

H.1. Total Construction Costs

The total construction cost will be based on the cost of all applicable taxes as certified by the architect, all works executed under the direction of the contractor, the cost of site works and built-in furniture and equipment, before deduction of liquidated damages or penalties, including escalation, subject to the following conditions—

- (a) The total construction cost shall not include sub-contractor's design fees for work on which consultants would otherwise have been employed. Where appropriate the architect should estimate a reduction from the contract sum.
- (b) In addition to the cost of all works executed under the building contract, the total designed by the architect. Construction cost shall be deemed to include the cost of any work which is excluded from the contract but otherwise.
- (c) The cost of specialist equipment, fixed or unfixed, or works of art will not usually be included, although the architect may charge for work in connection with such items under Part 6 of this Schedule, or on a time basis as provided for under Part 7 of this Schedule.
- (d) Where appropriate the cost of old materials will be calculated as if they were new.
- (e) Where any materials, labour or carriage are supplied by a client who is not the builder, the cost shall be estimated by the architect as if they were supplied by the contractor, and included in the total construction cost.
- (f) Where the client is the builder, the building organization's own estimated cost of the works, as certified by an independent quantity surveyor, may be used in calculating the total construction cost provided always that the architect's own estimate shall be used in the absence of such statement of account.

H.2. The Costs of the works shall include-

- (a) The costs to the Client from all work designed and specified by the project architect or supervised by the quantity surveyor including all fixed equipment provided by the client or others and forming part of the works,

payments made to the Contractors by way of settlement of claims, fluctuations and before deduction of liquidated damages or penalties (if any) payable by the contractors to the client.

- (b) The market value as though duty and tax had been paid of any materials imported duty or tax free for the works.

H.3. *The Costs of the works shall exclude-*

- (a) Administration expenses incurred by the Client.
- (b) Professional fees and out of pocket expenses.
- (c) Salaries, travelling, out of pocket and office expenses of resident site staff, unless the works are carried out by direct labour.
- (d) Interest on capital during construction, and cost of raising moneys required for carrying out the construction of the works.
- (e) Cost of land and way leaves.
- (f) External services designed, documented and supervised by others such as power and water authority mains.

PART 5 – THE NORMAL SERVICE

I.1. Fees for work common to all building projects, which is described in Part 2 Clauses C.1 – D.5 of this Schedule and hereinafter referred to as the normal service are worked out as a percentage of the total construction cost of the works as hereinbefore defined. As described in M.3 of this Schedule, the percentage may vary according to the nature of the works.

I.2. The normal service is divided into stages which mark the progress of the quantity surveyor's work. On completion of each stage an instalment of the fee is payable in accordance with the graduated scale of fees provided in M.3 of this schedule.

Percentage fees shall be based on the total cost of works shall be paid in the following stages—

	Stages of Work	Percentage (%) of total Fees	Cumulative Percentage
(a)	Inception stage – For preparing approximate cost estimates, developer's budget, cashflow projections, cost analysis	5%	5%
(b).	Outline Proposal –For preparing approximate estimates, advise on design economics and their financial implications and cost plan	5%	10%
(c).	Schematic design stage – For reviewing of approximate estimates, detailed cost estimates, cost comparison, review of cost plan and cash flows projections, provisional Bills of Quantities	15%	25%

(d)	Detailed design and Documentation – For providing advice on cost and cost control, amending approximate estimates, cost plan, checking on agreed budget, preparing bills of quantities, specifications and Bills of Quantities, tender documents, Providing advice on the form of contract, and procurement of contractors	45%	70%
(e).	Tender Action – For advising on tenders, obtain and evaluate tenders, recommend on selection/appointment of the contractor, draw up contract documents for signature	5%	75%
(f).	Post contract Stage – for administering the contract by giving contractual advice, making periodic site visit, survey of progress of works, preparing interim valuations, financial appraisals, evaluating contractual claims and evaluating variations	20%	95%
(g).	Making good defects & Final Account – For undertaking complete measurement of works, preparing final account including accounts of sub-contractors, evaluating contractual claims, advising on cost of making good defects, preparing valuation for final certificate and advice on any dispute(s) with contractors.	5%	100%

PART 6 – VARIATION OF FEES

J.1. *Repetitive Works*

Repetitive works may consist of floors or bays repeated within a single building, or buildings repeated on the same site. Where such floor, bays or buildings are repeated under a single building contract and such repetition enables sets of drawings and specifications to be re-used without alteration or with only minor modification, fees shall be reduced as follows—

- (a) Where houses are in all respects identical repeats of one design for which type drawings and specifications can be re-used without modification, the fees for work described in paragraph (c) of clause I.2 of the Schedule shall be reduced by 1 per cent, and the fees for work described in paragraph (d) of clause 1.2 of the Schedule shall be waived for each repeated house other than the first five.
- (b) Fees for work described in paragraph (d) of clause I.2 of the Schedule only shall be waived for each repeated house, other than the first five, for which type drawings and specifications can be re-used with only minor modification.
- (c) Where a multi-storey building contains a number of repeated floors or a single building consists of a number of repeated bays which are each not less than 250 square meters in area and are in all respects repetitions of a single design for which type drawings and specifications can be re-used

without modification, fees for services described in paragraphs (c) and (d) of clause I.2 of the Schedule shall be waived for each repeated flaw or bay, other than the first eight floors or the first five bays.

- (d) Fees for work described in paragraph (d) of clause I.2 of the Schedule only may be waived for each repeated floor or bay, other than the first eight floors or five bays, for which type drawings and specifications can be re-used with only minor modifications, provided that all conditions in paragraph (d) of this clause are fulfilled.
- (e) Where a multi-storey building consists of two or more self-contained units, each of which consists of a number of dwellings and their ancillary facilities including all necessary access, fees for the repeated units shall be calculated as if they were independent buildings, in accordance with clause J. 2 of the Schedule.
- (f) The calculation of fees for repetitive works shall be in accordance with clause J.1 of the Schedule.

J.2. *Repeated Buildings*

Where a building is repeated for the same client, and type drawings and specifications can be re-used without modification, irrespective of whether more than one site or contract is involved, fees shall be reduced as follows—

- (a) Where a building of not less than 200 square meters in area is in all respects a repeat of a previous design for the same client and type drawings and specifications can be re-used without modification, the fees for work described in paragraphs (c) and (d) of clause I.2 of the Schedule shall be waived for each repeated building other than the first.
- (b) Fees for work described in paragraph (d) of clause I.2 only may be waived for each repeated building of not less than 200 square meters in area, other than the first, for which type drawings and specifications can be re-used with only minor modification.
- (c) Fees for all except the first five of any repeated buildings of less than 200 square meters in area may be waived for work described in paragraph (c) or (d) of clause I.2 of the Schedule provided that all the conditions in paragraphs (b) and (c) of this clause respectively are fulfilled.
- (d) The calculation of fees for repeated buildings shall be in accordance with clause J.1 of the Schedule.

PART 7 — REIMBURSABLE EXPENSES

K.1. *Out of Pocket Expenses*

- (a) In addition to paying fees under any other provision of this Schedule, the client shall reimburse the quantity surveyor for all reasonable out of pocket expenses actually and properly incurred in connection with the commission.
- (b) The client and the quantity surveyor may agree for the expenses to be estimated or standardized in whole or part as a lump-sum payment or a sum calculated as a percentage of fees to cover all out-of-pocket expenses for the project. Such expenses shall include the following—

K.2. *Drawings and Documents*

Printing, reproduction or purchase costs of all documents, drawings, tender documents, maps, models, photographs, and other records, including all those used in communication between quantity surveyor, client, architect, other consultants and contractor, and for inquiries to contractors, subcontractors and suppliers, notwithstanding any obligation on the part of the quantity surveyor to supply such documents to those concerned.

K.3. *Hotel and Travelling Expenses*

- (a) Mileage allowance for motor vehicles shall be charged at the rates annually published by the Board of Architects and Quantity Surveyors of Kenya. The charges shall be calculated on the basis of total running costs per kilometre depending on the engine capacity of the motor vehicle used for journeys to and from destinations situated more than 10 Kilometres from the quantity surveyor's office.
- (b) Hotel and subsistence expenses consistent with the rank of the quantity surveyor's technical staff will be reimbursed on rates as annually published by the Board of Architects and Quantity Surveyors of Kenya.

K.4. *Travelling Time*

- (a) Where work is situated more than fifty (50) Kilometres from the quantity surveyor's office and such work is visited by road or rail, traveling time shall be charged on an hourly basis.
- (b) Where work is situated more than three hundred (300) Kilometres from the quantity surveyor's office and such work is visited by air, travelling time shall be charged on an hourly basis.

K.5. *Disbursements*

- (a) Expenses incurred in respect of advertising for tenders, clerks of works and other resident site staff, including the time and expenses for interviews.
- (b) Other payments made on behalf of the client, such as fees paid to statutory authorities, announcements and published notices, costs for standard forms of building.
- (c) Communication costs incurred on telephone calls telex messages, telefax, e-mail, telegrams, cables, airfreight and courier services.
- (d) The client and the quantity Surveyor shall review the projected expenses prior to the commencement of the project and agree on the applicable disbursements category and reimbursement method.

PART 8 — CLASSIFICATION OF BUILDINGS AND BUILDING WORKS

L.1. *Classification of Buildings and Building Works*

- (a) For basic services, building types and related works are classified under four categories from simple to exceptionally complex as detailed in clause N. 1 of the Schedule.
- (b) For the purpose of determining fees payable, the fees arrived at based on the cost of the building works in each category will be multiplied by the appropriate factors set out below —

L.2. *Category I - Buildings of simplest utilitarian character*

Fees for this class of work shall be multiplied by a factor of 0.8.

L.3. *Category II - Buildings for Industrial and Commercial Application with minimum subdivision*

Fees for this class of work shall be multiplied by a factor of 1.0.

L.4. *Category III - General Purpose Buildings*

Fees for this class of work shall be multiplied by a factor of 1.0.

L.5. *Category IV - Buildings with more specialized requirements involving special Design or prolonged study*

Fees for this class of work shall be multiplied by a factor of 1.3

M.1 Schedule of Duties and Professional Charges for Quantity Surveyors

	STAGES OF SERVICES	FEES CHARGEABLE
	PRELIMINARY STAGE	
(i)	Sites and buildings	Time Charge
(ii)	Feasibility studies	Time Charge
(iii)	Development plans	Time Charge
(iv)	Negotiations	Time Charge
(v)	Zoning Analysis and authorities' consultations	Time Charge
(vi)	Preparation of brief and project programming	Time Charge
(vii)	Building Procurement Advice	Time Charge
(viii)	Equipment and Plant Procurement Advice	Time Charge
(ix)	Soil Investigations	Time Charge
(x)	Submissions for Grants, Subsidies and Fundraising	Time Charge
	DESIGN AND DOCUMENTATION STAGE (70% OF TOTAL FEES)	
(xi)	Inception Stage	5%
(xii)	Outline Proposal Stage	5%
(xiii)	Schematic Design Stage	15%
(xiv)	Detailed Design and Documentation Stage	45%
(xv)	Variations to Design	(3% of gross amount amount of omissions)
	TENDER AND POST CONTRACT STAGE(30% OF TOTAL FEES)	

(xvi)	Tender action	5%
(xvii)	Administering the contract; detailed supervision and other services during construction stage	20%
(xvii)	Defects Liability Period; Services after final completion up to issuance of valuation for final Payment certificate.	5%
(xviii)	Quantity surveyor's fees for additional services	Time Charge

M.2 Quantity Surveyors' Charges for Special services

	STAGES OF SERVICES	FEES CHARGEABLE
(i)	Pricing Bills of Quantities	0.5%
(ii)	Services after defects liability period	Time charge
(iii)	Development planning and Site Planning -estimates	Time Charge
(iv)	Coordination of Special Plant	Time charge
(v)	Services related to gardening and landscaping Works Estimates, Schedule of prices and Bills of Quantities	3.5%
(vi)	Interior Design Works — Estimates, Schedule of prices, Bills of Quantities, valuations	7.5%
(vii)	Estimates of replacement costs	Time Charge
(viii)	Construction and Operation Research	Time Charge
(ix)	Project Management	2%
(x)	Existing Building Surveys & reports	Time Charge
(xi)	Construction Management	2%
(xii)	Reinstatement after damage	Time Charge
(xiii)	Examination of drawings & documents	Time Charge
(xiv)	Master planning and Special Studies	Time Charge
(xvi)	Tribunals, Courts, Litigation and Arbitration	Time Charge
(xvii)	Property and Plant Estimates	Time Charge
(xviii)	Review of abandoned works	Time Charge
(xix)	Technical audits	Time Charge
(xx)	Services related to Interior Design	7.50%
(xxi)	Services Related to Shop Fitting and Exhibition Work	7.50%

	STAGES OF SERVICES	FEES CHARGEABLE
(xxii)	Services Related to Furniture and Fittings	7.50%
(xxiii)	Services related to Works of Art	Time Charge
(xxiv)	Special Studies and Service	Time Charge
(xxv)	Listed Buildings	7.5%

M.3 Quantity Surveyors Charges for Partial Services

	STAGES OF SERVICES	FEES CHARGEABLE
(i)	Preparing estimates based on approximate quantities using drawings and specifications	2.5% of estimated cost
(ii)	Taking particulars on site and preparing Bills of Quantities for Works of alteration or repair	7.5% of estimated cost
(iii)	Measuring from completed works and preparing Bills of Quantities	7.5% of estimated cost
(iv)	Preparation of schedules of materials from existing Bills of Quantities	2.0% of estimated cost of materials
(v)	Pricing of Bills of Quantities	0.5% of estimated cost
(vi)	Measuring from drawings and specifications and preparing Bills of Quantities for materials or labour	4.5% of estimated cost
(vii)	Taking out and preparing bills of quantities or measuring for making accounts for decoration furniture, furnishings and artworks' contracts	5.5% of estimated cost
(viii)	Measuring under schedule and making up accounts including pricing and agreeing totals.	3.50% of gross amount.
	<i>N.B. The above percentage applies only to the complete measurement and valuation of the buildings or portions of a building when undertaken as a whole and included in one account.</i>	
(ix)	When the measurement proceeds by stages involving the preparation of periodic bills, then the charge shall be 4 per cent.	
(x)	Where the Quantity Surveyor is involved in litigation or arbitration.	2.5 times normal charge
(xi)	Charges to be made for checking prime cost in "cost plus profit" contracts and making up final accounts of work executed.	3.50% except on work requiring measurement
(xii)	Making inspection, preparing reports such as replacement cost or giving advice on usable condition of premises.	Hourly charge.

(xiii)	Preparing, pricing and agreeing schedules of prices	Hourly charge.
(xiv)	Preparation of schedules of materials to be imported duty free and checking invoices, or pro-forma invoices, assessing the amount of tax relief due to exemption.	Hourly charge.
(xv)	Administration Services	Hourly charge.
(xvi)	Special studies, attendance to meetings, litigation or Arbitration	2.5 times of hourly charge.
(xvii)	Property estimates	Hourly charge
(xviii)	Abandoned work, the quantity Surveyor shall be paid a percentage of value of abandoned work	10% of balance of fees payable
(xix)	Special charges	Cost plus 5.0%
(xx)	Damage or destruction of works	Hourly charge

M.4. Percentage Fees for Quantity Surveyors for Normal Services based on Total Cost of Works

NORMAL SERVICE		
Cost of Works (KShs.)	Minimum Percentage (%) Fee	
	New Works	Works to Existing Buildings
Above 10,000,000 to 100,000,000	3.75%	7.50%
Above 100,000,000 to 250,000,000	3.70%	7.30%
Above 250,000,000 to 500,000,000	3.60%	7.00%
Above 500,000,000 to 1,000,000,000	3.50%	6.80%
Above 1,000,000,000 to 5,000,000,000	3.40%	6.60%
Above 5,000,000,000 to 10,000,000,000	3.30%	6.40%
Above 10,000,000,000 to 20,000,000,000	3.20%	6.25%
Above 20,000,000,000 to 30,000,000,000	3.10%	6.10%
Over 30,000,000,000	3.00%	6.00%

M.4 Hourly Rates

- (a) Except where otherwise specified or agreed with the client, fees based upon time spent by both principals and staff shall be as provided in paragraph (a) of clause G.2 of the Schedule.
- (b) The rates will be subject to annual review by the Board.

M.5 Variation in Fees

This part describes variations in fees for the normal service described in Part 5 of this Schedule and clause D.1 of the Schedule.

M.6 Works Costing Less than KShs. 10,000,000

A higher percentage will apply for new works costing less than KShs. 10,000,000.

For works costing less, the following sliding scale shall apply—

M.7 Works to Existing Buildings

- (a) A higher percentage is chargeable for works to existing buildings as scheduled in Part 5 of this Schedule, but for works costing less than KShs. 10,000,000 the following sliding scale shall apply—

TOTAL CONSTRUCTION COSTS (KSH.)	MINIMUM PERCENTAGE (%) FEES	
	New Works	Work to Existing Buildings
Under 500,000	7.50%	12.00%
Above 500,000 to 2,000,000	7.15%	11.00%
Above 2,000,000 to 4,000,000	6.75%	10.00%
Above 4,000,000 to 6,000,000	6.15%	9.00%
Above 6,000,000 to 8,000,000	5.75%	8.00%
Above 8,000,000 to 10,000,000	4.75%	7.50%

M.9 Quantity Surveyors Rate of Payment (Kshs.) on Time Basis

POST REGISTRATION EXPERIENCE	RATES IN KSHS.		
	Hourly	Daily	Monthly
Over 15 Years	22,000 – 25,000	100,000 -120,000	1,600,000 – 1,750,000
13 - 15 Years	18,000 – 22,000	80,000 – 100,000	1,350,000 - 1,600,000
9 – 12 Years	14,000 – 18,000	65,000 – 80,000	1,150,000 -1,350,000
5 – 8 Years	10,000 – 14,000	55,000 – 65,000	950,000 – 1,150,000
Below 4 Years	7,500 – 10,000	45,000 – 55,000	750,000 – 950,000

N.1. BUILDING COMPLEXITY*Classification of Buildings*

- CATEGORY I** *Buildings of Simplest Utilitarian Character*
- (a) Freight Buildings for air and sea transport.
 - (b) Hangars.
 - (c) Simple Go-downs and warehouses.
 - (d) Simple factory buildings.
- CATEGORY II** *Building for Industrial and Commercial Application with minimum sub-division*
- (a) Parking buildings.
 - (b) Boiler houses.
 - (c) Generating stations.
 - (d) Milking facilities.
 - (e) Factories for processes affecting shell and structure.
 - (f) Warehouses and storage with multiple storage.
 - (g) Unsub-divided offices.
 - (h) Retail Warehouses.
 - (i) Open air pools.
 - (j) Sports (Marina).
 - (k) Individual shops.
 - (l) Kiosks.
 - (m) Exhibition buildings.
- CATEGORY III** *General-Purpose Buildings*
- (a) Bus stations for road transport and railway.
 - (b) Filling, service stations and showrooms.
 - (c) Maintenance workshops.
 - (d) Passenger terminals for air or sea.
 - (e) Signal centres (energy, meteorological).
 - (f) Special purpose buildings (farming).
 - (g) Factories requiring food hygiene standards.
 - (h) Offices fully subdivided.
 - (i) Buildings for retail shopping - Depot stores
 - (j) Dry cleaners.
 - (k) Fire Stations and Police Stations.

- (l) Post Offices.
- (m) Public conveniences.
- (n) Telephone and telegraphic exchanges.
- (o) Kindergarten and Day nurseries.
- (p) First Aid posts.
- (q) Health centres.
- (r) General wards (minimum specialised facilities).
- (s) Homes for aged.
- (t) Homes for medically handicapped.
- (u) Nursing Homes.
- (v) Veterinary clinics and dispensaries.
- (w) Toilets, ablution and changing accommodation.
- (x) Snack-bars, coffee and milk bars.
- (y) Cinemas.
- (z) Halls (entertainment).
- (aa) Public Park buildings.
- (bb) Clubs (non-residential).
- (cc) Community Centres.
- (dd) Youth centres.
- (ee) Covered pools.
- (ff) Games halls (badminton, squash).
- (gg) Sports centres.
- (hh) Stands or stadia.
- (ii) Approved schools.
- (jj) Nursery Schools.
- (kk) Primary and Secondary Schools (Classrooms, Administration Offices.)
- (ll) University buildings for—
 - (i) Non-science spaces.
 - (ii) Computer centres.
 - (iii) Meteorological/geophysical.
 - (iv) Design exhibitions halls.
 - (v) Building research and information centres.
 - (vi) Observatories.

- (vii) University and public libraries. Information centres.
- (viii) Exhibition centres.
- (ix) Art studios or design studios.
- (x) Houses, Flats, Maisonettes.
- (xi) Barracks, Hostels.
- (xii) Hotel accommodation.
- (xiii) Motels, Inns and Lodges.
- (xiv) Restaurants, Taverns and Bars.
- (xv) Clubs (residential).
- (xvi) Guest Houses.

CATEGORY IV *Buildings and Civil Works with more specialized requirements involving special design or prolonged study.*

- (a) Embassies and High Commission.
- (b) Air traffic control centres.
- (c) Factories for processes requiring laboratory standards.
- (d) Subdivision of pre-designed office space.
- (e) Mortuary, crematoria.
- (f) Clinical research.
- (g) Psychiatric facilities.
- (h) Ward accommodation (with specialized facilities).
- (i) Health day centre (psychiatric).
- (j) Dental surgeries.
- (k) Operating theatres.
- (l) Convalescent homes.
- (m) Homes for chronic invalids and physically handicapped.
- (n) Maximum-security police detention.
- (o) Secure prison building.
- (p) Canteens, refectories.
- (q) Hospital food services.
- (r) Casinos.
- (s) Conference spaces.
- (t) Thermal spa and saunas.
- (u) Cathedrals, churches, chapels, synagogues, temples, convents and retreats.

- (v) Secondary school (science laboratories, art, and music rooms).
- (w) Civil Works such as Roads, Dams, Bridges and Sewers
- (x) Listed Buildings (listed buildings that have special architectural or historical interest and are recognized as buildings of national importance under the National Museums and Heritage Act).

Revocation of L. N. No.133 of 2023. 5. The Architects and Quantity Surveyors (Amendment) By-laws, 2023 are revoked.

Made on the 7th November, 2023.

SILVESTER KIUA MULI,
*Chairperson, Board of Registration
of Architects and Quantity Surveyors.*