

Schedule 2: Standard form client and architect agreements and related documents

- **User Guide - RAIA Client and architect agreement (long form)**
(July 2000)
- **RAIA Client and architect agreement - long form** (July 2000)
- **User Guide - RAIA Client and architect agreement (short form)**
(July 2000)
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GuideNote

User Guide

Client and Architect Agreement (long form)

1.0 Introduction

The Client and Architect Agreement, long form has been extensively revised to provide an agreement that fully describes the roles, responsibilities and entitlements of the client and the architect in a clear, ordered way. The long form agreement follows the style and format of the short form agreement, it is written in plain English and has been developed by the RAIA with the support and endorsement of the Association of Consulting Architects Australia (ACA). The Client and Architect Agreement, long form – 2000 is fully compliant with the Goods and Services Tax (GST).

It is important and, in some jurisdictions, a legal requirement that the architect and the client have a signed agreement which clearly defines the services to be provided and the fees to be paid, before the architect commences work on a project. There is compelling evidence that a clear and appropriate agreement is the most effective way to avoid misunderstandings and disputes.

The architect should recognise that, before an agreement can be finalised, it will be necessary to negotiate with a client to establish:

- the scope and extent of services to be provided
- an outline brief and preliminary budget for the project
- the time, site and other constraints
- the need for specialist consultants and who will engage them; and
- the fees to be paid for the services provided.

2.0 Differences

Apart from being written in plain English, with a logical restructuring of the contents and a new graphic style, there are only minor differences between the 1993 and 2000 versions of the long form Client and Architect Agreement.

These differences include:

- omission of the limitation of liability provisions, as these are generally unenforceable and, in some jurisdictions, they are in direct contravention of the law
- omission of the unfashionable retainer fee arrangements
- relocation of travelling expenses, to be dealt with as disbursements; and
- updated provisions for dealing with electronically transferred data.

The most noticeable change in the 2000 version of the agreement is, however, in the schedules, which are more extensive and comprehensive, allowing clear and detailed definition of the project requirements and of the services to be provided.

These Notes are issued by the RAIA for general guidance only. No responsibility for their accuracy or currency is accepted by the RAIA, its office-bearers, members or staff or by the author.

User Guide for the RIA/ACA Client and Architect Agreement (long form)

Section A

Engagement

Section A sets out the legal framework and underpinning principles of the agreement including:

- the scope of services to be provided
- the details of ownership of copyright and the license arrangements
- the general legal matters affecting the agreement.

Section B

Responsibilities and entitlements of the architect

The responsibilities and entitlements of the architect are set out in Section B. These include:

- the architect's standard of care and agency role
- the architect's right to charge additional fees, where additional services or non standard contracts are to be used
- the architect's responsibility to comply with relevant legislation, codes and statutory requirements
- definition of the architect's responsibilities and obligations while providing the services.

Section C

Responsibilities and entitlements of the client

Section C sets out the client's responsibilities in addition to paying the fees. These include:

- appointing and paying secondary consultants
- setting and being responsible for the project brief, budget and program
- paying other fees and charges associated with the project.

Section D

Payment for the services

The agreement allows for the fees to be charged on a percentage, lump sum or hourly rate basis and for the basis of the fees to differ for each or any stage of the project.

The right of the architect to charge fees and recover disbursements is established, as is the client's obligation to pay.

Section E

Variation to the services

In addition to dealing with a variation or change in the scope of the service, this section covers the architect's rights, where the services are deferred or protracted.

Section F

Dispute resolution and termination of the services

The method of dispute resolution is defined and the agreement allows either party to terminate the agreement.

On termination, the client must pay any fees rightfully due to the architect, but is entitled to receive copies of all documents prepared for the project by the architect.

Schedules

Schedule 1

Provides a detailed description of the project for which the architect has been engaged.

Schedule 2

Defines the scope of service. This is divided into the four recognised stages of:

- schematic design with sub-stages for predesign and schematic design
- detailed design
- documentation with sub-stages for design documentation and contract documentation; and
- contract administration with sub-stages for tendering, contract administration and post construction services.

Item 2 of Schedule 2 allows the parties to identify supplementary services that the architect will provide, which will attract additional fees.

Schedule 3

Enables the parties to define the reports, specifications, drawings and other documents to be provided at each stage of the project, as well as the number of copies of each that will be provided.

Schedule 4

Allows the parties to identify any specialised consultant that will be required for the project and the responsibility for employing them.

Schedule 5

Identifies the representatives responsible for the project, the person responsible for the verification and approval of documents (QA) and the amount of professional indemnity insurance the architect must carry.

Schedule 6

Sets out the basis and amount of the fees for the project and associated matters.

Schedule 7

Defines the terms and conditions that apply, where data is to be transferred electronically.

Schedule 8

Identifies the reimbursable expenses that will apply to the project.

Schedule 9

Allows either party to define any matters or aspects of the project that they wish to remain confidential.

Schedule 10

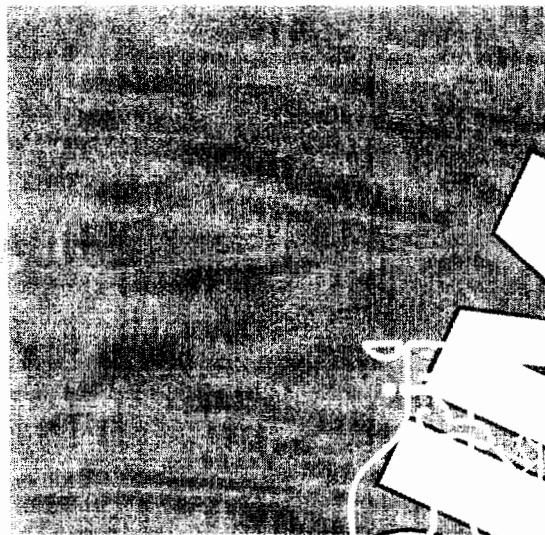
Allows each specialist consultant (either subconsultant or secondary consultant) to be identified and have the scope of their services clearly defined. Item 3 allows the same for other, separate suppliers.

Conclusion

It is expected that both architects and their clients will discover that the new Client and Architect Agreement will enable them to more clearly and accurately describe the project and its constraints and to define the services to be provided by the architect. This should assist the parties in avoiding differences, misunderstandings or disputes.

The RAIA

Client and Architect Agreement



ALUM PRO LOVEMUS UNA

**THE ROYAL AUSTRALIAN
INSTITUTE OF ARCHITECTS**



Revised July 2000

The RAIA Client and Architect Agreement (long form)

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Association of Consulting Architects Australia ABN 25 619 781 055

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Level 2, 41 Exhibition Street, Melbourne Vic 3000

This agreement is in a standard form for the benefit of architects and their clients. However, architects and their clients are free to agree on conditions of engagement and fees on any basis whatsoever, providing that they are not in conflict with the law applicable in the state or territory concerned.



This contract is copyright. Other than for the purpose of and subject to the conditions prescribed under the *Copyright Act 1968*, no part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means (electronic, mechanical, photocopying, scanning, recording or otherwise) without the prior written permission of the copyright owner.

Execution

This agreement made on _____ day of _____ 20____

between: The client _____

of _____

Telephone _____

Mobile _____

and: The architect _____

of _____

Telephone _____

Mobile _____

for: The project (for a full description see **schedule 1**) _____

for: the site at _____

for the fees set out in Section E of this agreement.

Signed by the client
[apply seal if applicable]

Print Name _____

Signature _____

Capacity _____

Witnessed by _____

Print Name _____

Signature _____

Signed by the architect
[apply seal if applicable]

Print Name _____

Signature _____

Capacity _____

Witnessed by _____

Print Name _____

Signature _____

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***The services**

- A1 The architect must provide *the services for the project in accordance with item 1 of schedule 2. The client must pay for *the services in accordance with Section D of this agreement.

Prior commencement

- A2 If any services were provided by the architect for the project before the date of execution, this agreement applies to those services retrospectively.

Staged services

- A3 If the agreement is for *the services to be staged, the architect may begin the first stage but shall obtain the client's written approval before starting each subsequent stage.

Architect to retain copyright

- A4 The architect retains copyright in all documents and drawings prepared by the architect and in any works executed from those documents and drawings.

The architect reserves all present and future moral rights in all intellectual property in the designs, the documents, drawings and any works executed or to be executed from them.

Client licensed to use the design

- A5 The architect by this agreement grants the client a license to use the documents and drawings to produce the project for which they were intended, conditional upon all of the following:
- The license applies only to the site or to that part of the site to which the design relates.
 - The architect has completed the particular stage or stages of the architectural services for which the architect has been commissioned; and
 - Fees properly due to the architect have been paid

Assignments

- A6 Neither the client nor the architect shall assign or transfer this agreement without the written consent of the other.
- The client shall not assign its license in the intellectual property without prior written consent from the architect, which consent shall not be unreasonably withheld. It is not unreasonable for the architect to withhold consent while any monies are owed by the client to the architect.

Applicable law

- A7 This agreement shall be governed by the laws of the state or territory where the architect undertakes *the services or most of *the services, as the case may be.

A7.1 Where the site for the project is in another jurisdiction, the design and/or documentation shall be governed by the laws of that jurisdiction.

Prior agreements

- A8 This agreement supersedes all prior agreements between the architect and the client in respect of the project.

Alterations

- A9 This agreement and the *brief may be varied only by prior written agreement signed by both parties.

Notices

- A10 Any notice in relation to this agreement must be delivered by hand or certified mail to the address of the party shown on the execution page of this agreement. Notices sent by certified mail will be deemed to have been received 3 working days after posting.

SECTION B | Responsibilities and entitlements of the architect

Architect's standard of care

- B1 The architect must exercise the skill and care of a reasonably competent, registered architect in providing *the services.

Architect as agent

- B2 The client authorises the architect to act:
- as the client's agent in relation to the project in all matters set out or implied in this agreement;
 - as the client's agent to the extent required by the *building contract.
 - independently, not as the client's agent, to the extent required by the *building contract when certifying, valuing or assessing.

Architect's representative

- B3 The architect's representative for the purposes of this agreement is the person named in **item 2 of schedule 5**. The architect may change its representative by giving written notice to the client.

***Subconsultants**

- B4 The architect may engage for and on behalf of the client the *subconsultants as stated in **item 1 of schedule 4** to provide specialist design services for the project. In such cases, the architect is:
- not be relieved of any of its obligations or liabilities under this agreement,
 - responsible for paying the *subconsultants' fees.
- B4.1 The scope of specialist design services to be provided by each *sub-consultant is set out in **item 1 of schedule 10**.

Professional indemnity insurance

- B5 The architect must maintain professional indemnity insurance for the amount stated in **item 4 of schedule 5**. If the client asks for proof of cover, the architect must provide it.

Incomplete or ambiguous requirements

- B6 If the architect considers that information, documents, directions or other particulars of the project provided by the client, including without limitation the *brief, *budget or program are inadequate or contain errors or ambiguities, the architect may give written notice to the client seeking clarification.

***Architect's program**

- B7 The architect may prepare a program for the provision of its services for the information of the client. The *architect's program may be amended where events or circumstances indicate that milestones in the program will not be achieved.

Documents to be provided

- B8 The architect must provide the drawings and other documents stated in **item 1 of schedule 3** at the designated stages of the project.

Number of documents to be provided

- B9 At each stage of *the services the architect must supply free of charge the number of copies of documents stated in **item 2 of schedule 3**. The architect is entitled to charge commercial rates for the supply of any additional documents or sets of documents required or requested for whatever purpose.

Informing the client

- B10 The architect must keep the client informed of progress by way of meetings, reports and other agreed means throughout the period that *the services are being provided.

Materials supplied by the client

- B11 The architect must keep secure all materials and documents supplied by the client for the architect's use in providing its services. At the end of *the services the architect must return all such materials and documents to the client.

***Cost estimates**

- B12 If the architect provides *cost estimates they are not warranties of the cost to complete the works.

Estimates may include the cost of executing:

- all work designed by the architect and other design consultants
- all *building engineering services; and
- all equipment to be installed
- all built-in furniture
- all provisional or prime cost sums
- GST.

Unless otherwise stated, the *cost estimates exclude the cost of professional fees, statutory imposts and the cost of complying with those charges or requirements of various authorities or utility/service providers (e.g. the water supply authorities) which are not accurately and uniformly pre-determined charges or requirements, including the GST, associated with these exclusions.

Statutory requirements

- B13 The architect's work and the project must comply with all relevant legislation, codes and requirements of authorities and of utility/service providers, current at the time when the relevant component of *the services is being provided by the architect.

Responsibilities and entitlements of the architect

Alterations to approved documents

- B14 The architect must not make changes to documents the client has previously approved without obtaining the client's written approval.

Corrections to documents

- B15 The architect must promptly clarify and resolve discrepancies or ambiguities found in the documents and, wherever necessary, amend the documents accordingly.
- Whenever such amendment is necessary, due to some failure by the architect to fully and accurately resolve or document the subject earlier, the relevant work will be done by the architect without charge to the client. Otherwise the architect is entitled to charge extra fees to undertake the relevant work at the hourly rates set out in clause D1.3.

Verification and approval of documents

- B16 The person named in **Item 3 of schedule 5** must verify all documents produced by the architect and those produced by *subconsultants and *secondary consultants for accuracy and consistency with all related documents.

Site inspections

- B17 During contract administration the architect may undertake periodic site inspections in order to be reasonably satisfied that the works are being executed generally in accordance with the contract document.

Contract types

- B18 The architect's fees are based on the assumption that the *building contract(s) will be lump sum contract(s). The use of any other type of contract (e.g. schedule of rates) will be deemed to be a variation to *the services to which the provisions of clause E4 apply.

Special (non-standard) contracts

- B19 The client's direction to use special (non-standard) sets of *contract conditions or special additional or substitute conditions to standard *contract conditions will be deemed to constitute a variation to *the services in the contract administration stage.

Any requirement by the client that the architect prepare special *contract conditions or special additional or substitute conditions will also be deemed to constitute a variation to *the services in the documentation stage.

Variations to *the services is to be dealt with in accordance with the provisions of clause E4.

Review of work by others

- B20 If the architect takes the project over from another architect or from any other person, all earlier work must be reviewed by the architect. This review and any work which must be done as a result of the findings of this review will be charged for on a time charge basis using the provisions of clause D1.3 to establish the fee. The architect is not liable for any errors or omissions or inconsistencies in the earlier work that could not be discovered by a reasonable review.

Additional services

- B21 Where supplementary or additional services are to be provided by the architect these services are set out at **Item 2 of schedule 2**.

Where the architect is required or requested by the client to provide additional services, additional fees may be charged. The architect must promptly advise the client of the additional fees when these are reasonably ascertainable. The fees for the additional services will be charged on a time charge basis, in accordance with clause D1.3, unless otherwise agreed.

Data transfer

- B22 If data is transferred electronically, the recipient is responsible for its accuracy and completeness and the terms in **schedule 7** apply.

Conflict of interest

- B23 The architect must inform the client immediately of any matter connected with the architect's services that may give rise to a conflict of interest.

Confidentiality

- B24 To the extent set out in **schedule 9**, details of the project must not be disclosed by the architect, its partners, officers, employees, agents, subcontractors and/or *subconsultants, beyond that required to perform the relevant services.

Publicity and publication

- B25 The architect may photograph, video or record by any and all means the project during construction and upon completion for the architect's own use and for exhibitions, awards or publication in journals. The architect must obtain the client's written permission before issuing any document or information about the project to the media. Permission must not be unreasonably withheld, but the client may reasonably make it a condition that it must not be identified to the public.

SECTION C | Responsibilities and entitlements of the client

Client to provide information

- C1 The client must provide at its own expense all relevant information regarding the site, the briefing material, *budget and all its other requirements for the project. The client is responsible for the accuracy and completeness of anything provided and the architect may rely upon such information. The client must promptly respond to all enquiries from the architect seeking clarification of the information it has provided.

*Subconsultants' fees

- C2 On the architect's written request the client must reimburse the architect for the fees of all *subconsultants.

*Secondary consultants and *suppliers

- C3 The client is responsible for all *secondary consultants and for all *suppliers it engages and must pay them directly.

C3.1 Prior to engaging any *secondary consultants, the client must check with the architect whether the architect has any objection to any of the proposed consultants or to any of the proposed conditions upon which they are to be engaged. If the architect has a reasonable objection to any *secondary consultant or to any of the conditions upon which they are engaged then that consultant or those conditions, as the case may be, may not be used in this project.

- The conditions of engagement of *secondary consultants must be consistent with this agreement and include a condition that the architect has authority to co-ordinate and integrate their work.
- *Secondary consultants must report to the client and third parties through the architect.
- The client must provide the architect with copies of the conditions of engagement of all the *secondary consultants including the scope of services to be provided by each consultant.

C3.2 The general scope of services to be provided by the *secondary consultants engaged by the client is defined in **item 2 of schedule 10**.

C3.3 The general scope of goods and services to be provided by the *suppliers engaged by the client is defined in **item 3 of schedule 10**.

Project *budget and cost control

- C4 The client is responsible for setting the project *budget and ensuring the financial viability of the project.
- Where the client engages a cost consultant the client is responsible for monitoring and managing the overall project *budget. In such cases the architect will be entitled to an additional fee where re-design and/or re-documentation is required if estimates or tenders exceed the *budget.
 - Where the client does not engage a cost consultant, the architect is responsible for monitoring and managing the project *budget and *cost estimates.

Client's approval of documents

- C5 The client must provide written approval of the documents upon satisfactory completion of each of the nominated stages of *the services. If the client fails to provide written approval the architect may suspend work on the project.

Statutory taxes, levies, fees and charges

- C6 The client must bear the cost of and pay for all statutory taxes, levies, fees, charges and any other imposts that are or become applicable to the project or any part of the project.

During the course of *the services the client must also bear the cost of and pay for all applicable:

- new statutory taxes, levies, fees, charges and other imposts
- changes in statutory taxes, levies, fees, charges or other imposts
- changes in the regimes, applications and/or official interpretations of statutory imposts.

Client's representative

- C7 The client's representative, who is authorised to give instructions to the architect with respect to the project is named in **item 1 of schedule 5**. The client may change its representative by giving notice in writing to the architect.

Clerk of works

- C8 The client may engage a clerk of works for detailed monitoring of the works provided that the architect has no reasonable objection to the proposed clerk of works. The clerk of works is responsible to and paid by the client. The clerk of works is under the direction of the architect who is not responsible for, but is entitled to rely upon, the performance of the clerk of works.

Publication

- C9 If the client publicises or permits the publication of the project the architect must be given full credit for its role in the project.

The fees

- D1 The client must pay fees, including GST to the architect as set out in **item 1 of schedule 6** and in accordance with the following:
- D1.1 If the fees are expressed as a percentage it is the percentage as set out in **item 2 of schedule 6** of the relevant cost of the building works as defined in Section G.
- D1.2 If the fee is a lump sum, it is the amount shown in **item 3 of schedule 6**.
- D1.3 If the fee is a time charge, it will be at the rates set out in **item 4 of schedule 6**.
- The rates shall be increased annually by the percentage shown in **item 5 of schedule 6** or if no percentage is shown, by 5%.

Architect to claim fees

- D2 The architect may submit claims for fees, including GST at the times or frequencies stated in **item 6 of schedule 6** or where no time or frequency is shown, on the 1st day of each calendar month.
- A fee claim may include, or consist of, claims for reimbursable expenses and/or costs.

Reimbursable expenses and costs

- D3 The client must pay the reimbursable expenses and costs incurred by the architect in providing *the services as stated in **schedule 8**.
- Where the reimbursable cost is a statutory tax, levy, fee, charge or other impost the architect may charge an administration fee of the percentage stated in **item 8 of schedule 6**. If no percentage is stated then the administration fee is 5%.

Time for payment

- D4 The client must pay fee claims within the period stated in **item 7 of schedule 6** or if no period is stated, within 10 working days from the date of issue of the claim.

Architect to keep records

- D5 The architect must maintain records of services which are to be paid on a time charge basis and of reimbursable expenses and costs which are to be charged to the client. These records must be shown to the client on request.

Overdue payments

- D6 The architect may charge interest on overdue payments at the rate stated in **item 9 of schedule 6**.
- D6.1 If a fee claim is unpaid after 10 working days beyond its due date the architect may give 2 working days' written notice to the client stating: 'If it remains unpaid at the expiration of this notice period the architect may suspend *the services until the account is paid in full; including all applicable interest'.

Architect's remuneration

- D7 The architect must be remunerated for *the services provided solely by the fees and benefits specified in this agreement.

SECTION E | Variation to *the services

Architect to inform the client

- E1 The architect must promptly inform the client in writing upon becoming aware of circumstances that may change the *scope of the services which will necessitate additional fees. The architect must also advise the client of the likely impact of the circumstances on the project *budget and/or program.

Variation to the *scope of the services

- E2 The client may give the architect a written instruction to vary the *scope of the services. The architect may agree in principle to the instruction and confirm its response in writing.

Effect of a variation on the fees

- E3 The architect is entitled to renegotiate the fees if *the services are varied.

Procedure to vary the fees

- E4 When an instruction to vary *the services is given:
- The architect shall promptly give to the client a proposal for providing the varied services including a revised fee.
 - Wherever possible the revised fees shall be agreed before the architect commences work on the varied services.
 - Until agreement is reached on the revised fee, the architect shall keep detailed records of any costs incurred in performing the varied services.
 - Upon reaching an agreement the change to the fees must be confirmed in writing and signed by both parties.
 - Even if no agreement is reached, following a claim by the architect for revised fees due to varied services, the architect is entitled to reasonable payment.

Protracted services

- E5 Where *the services are protracted, due to any cause other than a cause for which the architect is responsible, the architect is entitled to additional fees and the procedures in clause E4 shall apply in establishing the additional fees.

- E5.1 Where *the services are protracted during the contract administration stage, additional fees shall be calculated using the following formula:

$$\frac{OF \times NT}{CT}$$

OF = 50% of the original contract administration fee

CT = the original construction time (weeks)

NT = the actual construction time (weeks)

Deferred services

- E6 If due to the client's instruction or lack of instruction or in the circumstances set out in clauses C5 or D6.1 the architect's work is suspended for more than 10 working days the architect is entitled to claim additional fees. The additional fees may include without limitation loss of profit, income and/or opportunity, cost of wages and salaries and other costs, losses, expenses, damages and outgoings.

The procedures in clause E4 shall apply in establishing the additional fees.

Even if no agreement is reached, following a claim by the architect for additional fees due to deferred services, the architect is entitled to reasonable payment.

Dispute resolution and termination of *the services

SECTION F

Dispute resolution

- F1 If there is a dispute between the parties, either party may serve a notice on the other detailing the matters in dispute and requiring that senior representatives of each party meet and attempt to settle the dispute within 5 working days.
- F1.1 If the dispute is not settled by the senior representatives within 10 working days of the date of service of the notice, the parties hereby agree to take the dispute to mediation by a single mediator. Either party may initiate mediation, the costs of which must be shared equally by the parties.
- F1.2 If the parties cannot agree upon the identity of the mediator the dispute must be referred for mediation to a mediator nominated by the President for the time being of The Royal Australian Institute of Architects.

Termination by the client or architect

- F2 Either party may terminate the agreement by giving the other party not less than 10 working days notice in writing.

Client to pay architect on termination

- F3 Within 10 working days of the date of the notice of termination the client must pay the architect all accrued fees (including all costs and disbursements) in full.
- Failure to pay the fees in full by the above due date will entitle the architect to charge interest at the rate set out in **item 9 of schedule 6** without prejudice to any other rights and remedies available to the architect.

Documents

- F4 On termination and after payment of the fees as set out in clause F3 above, the client may request the architect to give to the client one copy of each of its calculations, reports, sketches or drawings related to the project and the architect is obliged to comply.

SPECIAL

SECTION G | Definitions

<i>architect's program</i>	the duration of time and the timing of events for the provision of *the services under this contract
<i>brief</i>	the document describing the client's requirements
<i>budget</i>	the intended total cost of the completed project, including GST and design and construction contingencies to be designed by the architect and including fees paid to the architect and to all other consultants and all statutory imposts and similar charges including GST where applicable
<i>building</i>	includes any and all improvements on the site for the project, which are included in the scope of the project. Without limitation it includes all service pipes, ducts, cables, outbuildings, walls, fences, masts, poles, pavements, terraces, landscaping installations and the like
<i>building contract</i>	the agreement(s) between the client and the builder(s) for the physical construction of the project, or one or more of its components, in accordance with the *contract documents
<i>building engineering services</i>	electrical, mechanical, hydraulic, electronic, fire protection, security, acoustic etc installations and equipment together with all associated controls and connections, and all supply to and discharges from same
<i>completed cost</i>	the final adjusted contract price, including GST paid or to be paid to the contractor; without deduction of damages or penalties to which is added the estimated cost of any work designed and/or documented by the architect but later abandoned
<i>contract conditions</i>	the general and/or special conditions of the *building contract(s)
<i>contract documents</i>	the drawings and other documents prepared by the architect and by the consultants for tender and construction of the *building(s) of the project
<i>cost estimate</i>	a reasonable opinion provided by the architect or cost consultant (during design and/or documentation stages of the project) of the cost including GST and design and construction contingencies to complete the works or part of the works
<i>cost of building work</i>	the total cost of completion of the building works or a discrete component of the works including construction contingencies but excluding GST and fees paid to the architect and to all other consultants and all statutory imposts and similar charges
<i>scope of the services</i>	the nature, extent, quality, cost and timing of *the services provided by the architect
<i>secondary consultant</i>	a specialist consultant engaged directly by the client
<i>subconsultant</i>	a specialist consultant engaged by the architect for and on behalf of the client
<i>supplier</i>	the *supplier of special materials or equipment for the project engaged by the owner
<i>the services</i>	the professional services to be performed by the architect for the client as described in item 1 of schedule 2

SCHEDULE

1

Project description (provide a detailed description of the project)

Handwritten text: PRELIMINARY

Schedule

SCHEDULE 2

Item

1

(clause A1)

*Scope of the services

Stage 1

☐ Schematic design

Predesign

- review client's design *brief and requirements
- review project *budget and program
- select, recommend and engage *subconsultants
- inspect site and assess site conditions and constraints
- preliminary assessment of regulations and authority requirements
- arrange and conduct meetings as required
- prepare design briefs for *subconsultants
- analyse functional relationships and area requirements
- confirm adequacy of *budget and program in relation to the *brief
- other _____

Schematic design

- prepare sketch design drawings to adequately explain design
- prepare preliminary furniture and equipment layouts
- coordinate preliminary design input from *subconsultants
- prepare and report on preliminary estimate and construction program
- obtain client's approval to sketch design documents, estimates and programs
- other _____

Stage 2

☐ Detailed design

review and update *brief

develop the approved sketch design into a final developed design including plans at each level, elevations, sections and other details or schedules sufficient to fully explain the design

coordinate and integrate the design work of all *subconsultants

prepare schedules of materials and finishes

prepare furniture and equipment layouts

• prepare and report on estimate and program

• prepare documents and/or reports for planning approval (note: the timing of this activity may vary from one jurisdiction to another)

• assist in obtaining planning approval by negotiating, attending meetings

obtain client's approval of detailed design and updated estimate, *budget and project program

other _____

SCHEDULE 2**Item 1**

(continued)

Stage 3☐ **Documentation**

Design documentation

- review detailed design against planning approval and any conditions of approval
- review and update *brief, *budget and project program
- refine developed design to incorporate any conditions of client or planning approval
- prepare documentation including dimensioned plans, sections and elevations to adequately describe the design for the purpose of obtaining approval to construct
- assist in obtaining approval to construct by negotiation, attending meetings
- prepare larger scale sections and details
- coordinate *subconsultants in the preparation of specialist design elements
- coordinate and integrate *subconsultant design with the architectural drawings and specifications

Contract documentation

- confirm the type of building contract and the contract conditions to be used
- prepare specification with preliminaries to suit the selected building contract
- review any conditions of approval to construct and incorporate into contract documentation
- prepare details and other drawings at an appropriate scale
- prepare schedules and other documents required for tendering
- coordinate and integrate the work of *subconsultants with the architectural documentation
- prepare tender documentation
- prepare and report on the pre-tender estimate and the project program
- obtain client's approval to proceed to tendering
- other _____
- _____
- _____
- _____

Stage 4☐ **Contract administration**

Tendering

- assist in selecting tenderers
- assemble tender documents
- invite tenders
- respond to queries during the tendering period
- issue addenda as required
- interpret and clarify ambiguities in documents
- close tenders and report on tenders received
- negotiate with tenderers if required
- prepare tender recommendation
- issue letter of acceptance

Schedule

SCHEDULE 2

Item 1

(continued)

Contract administration

- prepare contract documents for signing
- undertake periodic site inspections, check work in progress regarding design quality, material selection, workmanship and performance against the contract documents and conditions
- review shop drawings and other contractor's submissions
- respond to requests for information or clarification
- provide supplementary details and information
- provide instructions to clarify the contract documents where required
- arrange and attend site meetings
- prepare and distribute minutes of site meetings
- coordinate site inspections by *subconsultants
- assess progress claims and issue progress certificates
- assess variations and obtain client approvals
- assess extension of time claims and provide notices to contractor
- maintain records of contractual matters including the financial status of the contract
- adjust provisional sums as required
- provide regular reports to the client
- prepare lists of incomplete work or defects prior to practical completion
- inspect rectification and issue notice of practical completion
- arrange and superintend the client's and the builder's rights and obligations under the defects liability provisions of the contract
- confirm and certify that all defects liability obligations have been discharged
- coordinate certifications from *subconsultants and others as required for final building approval
- assist in the transfer of responsibilities at handover of project

Post construction

- assist client in respect of building performance
- prepare schedules of defects for rectification by contractor
- assess final contract price and certify final contract payments
- obtain release of all claims from contractor
- obtain all warranties, guarantees, certificates, manuals, maintenance schedules etc from contractor
- issue final certificate

prepare and issue final statement including reconciliations of:

- PC sums
- variations
- payments
- *budgets

• other

SCHEDULE 2**Item****2****(clause B21)****Supplementary/additional architectural services**

The architect may provide any of the services listed below for corresponding additional fees:

- ☐ site selection and evaluation
- ☐ master planning/facility planning
- ☐ *brief preparation
- ☐ feasibility assessment
- ☐ value management
- ☐ measured drawings
- ☐ conservation plans/heritage studies
- ☐ detailed demolition plans
- ☐ adaptive reuse studies
- ☐ presentation perspectives
- ☐ model making services
- ☐ selection of furniture, fittings and equipment
- ☐ design of furniture and fittings
- ☐ Selection and integration of art works
- ☐ specialist fitout design (libraries, operation theatres, licensed premises)
- ☐ graphic design services
- ☐ post occupancy evaluations
- ☐ building regulations, compliance surveys
- ☐ environmentally sustainable development reviews
- ☐ environmental impact studies
- ☐ other _____

Special services

The architect may provide any of the services listed below for an additional fee:

- ☐ expert witness
- ☐ materials and systems testing/research
- ☐ mock-up services/full scale prototypes
- ☐ special disciplines coordination
- ☐ photography services (archival/for publication)
- ☐ building and equipment maintenance
- ☐ parking and traffic studies
- ☐ energy audits
- ☐ life cycle cost analysis
- ☐ economic feasibility studies
- ☐ preparation of valuation reports
- ☐ complex project programming
- ☐ marketing studies
- ☐ other _____

Schedule

SCHEDULE 3

Item

(clause B8)

1

Documents to be provided

The documents to be provided by the architect at each stage of the project are set out below. Where necessary append lists of additional documents to be provided.

☐ Schematic design

Predesign

- area and functional relationships, flow diagrams
- preliminary site plan incorporating levels, falls, orientation, water courses, trees and landscaping, adjoining buildings, boundaries, on and off site services, roads, entry points, car parking, environmental studies and reports
- project report, incorporating status of project for client approval to proceed to schematic design
- other _____

Schematic design

- updated design *brief
- schematic design drawings incorporating:
 - site layout showing buildings, roads, parking areas, easements, orientation, contours, flood level, existing trees and natural features, existing building, adjoining properties and levels of main elements and governing and critical dimensions
 - floor plans showing room allocations and circulation
 - typical cross sections showing indicative levels, existing and proposed
 - typical elevations or three dimension sketch showing massing and outline fenestration
- preliminary structural and services concepts
- preliminary statutory requirements analysis report
- preliminary review of project *budget
- project report incorporating current status of project for client approval to proceed to next stage
- other _____

☐ Detailed design

- update design *brief
- design drawings, revised in accordance with client's instructions and as necessitated by any revision to estimate of cost, incorporating:
 - site layouts to conform with survey information, to consider requirements of services, earthworks, new landscape in conjunction with existing paths, paving and governing and critical dimensions
 - floor plans showing reduced levels, room layouts including generic furniture, fittings and special requirements such as room loadings for hospitals
- broad requirements of building regulations and authority regulations and requirements to be considered and incorporated in the design
- typical cross sections and elevations showing levels, ceiling heights, possible structure, design restrictions, incorporation of services, and a possible arrangement of services
- typical building details relating to design intent
- schedule of external materials and finishes
- integrated preliminary consultant's advice in design
- report regarding design including all relevant planning and authorities requirements, area calculations and carparking
- statement of environmental effects
- updated estimates of cost
- documents for lodging with authorities for planning compliance approval
- other _____

SCHEDULE 3**Item 1**

(continued)

☐ **Documentation**

Design documentation

- updated design *brief in accordance with client's requirements and/or instructions
- drawings based on approved design, incorporating:
 - final site layout
 - floor plans with reduced levels, room names and numbers, floor finishes, fixtures and general dimensions sufficient for area calculation and building regulation purposes
 - typical cross sections and elevations showing levels, ceiling heights, true structural dimensions, services ceiling voids and ducts, and materials to be used in construction both internally and externally
 - typical building and construction details incorporating specialist consultant input
- outline building specifications
- schedule of finishes
- project report including all area and car parking calculations, building regulations study, environment impact analysis
- documents for lodging with authorities for approval to construct
- other _____

Contract documentation

- contract drawings, based on approved design, incorporating:
 - contract drawings of all site works and buildings, including all plans, elevations and sections and detail sections and stair sections, services, fixtures, fittings and furniture layouts
 - construction details
 - service drawings
 - coordination of *subconsultant's drawings
- technical specification and schedules
- schedule of materials, finishes and colours
- schedule of PC items, monetary sums and provisional sums
- general conditions of contract and contract preliminaries
- revised estimate of cost based on contract documents
- updated project report
- other _____

Schedule

SCHEDULE 3

Item

1

(continued)

☐ Contract administration

Tendering/tender negotiations

- approved tender list
- approved contract documents for tender
- detailed tender assessment report with recommendations to client
- other _____

Contract administration

- contract documents for signature
- documents related to administration of the contract including progress payments, instructions, selections and recommendations
- detailed explanatory drawings of particular construction deemed necessary for the builder
- drawings and information associated with contract variations
- records of site inspections
- certification as requested by authorities
- other _____

Post construction

- work as executed drawings
- building operation and maintenance manuals
- warranties and guarantees
- release of all claims
- certificates of compliance
- final financial statements
- other _____

Item

2

(clause B9)

The number of copies of drawings to be provided by the architect to the client at each stage of the service

(if no other number is specified, 4 copies)

Specialist consultancy services

1

(clause B4)

Where a specialist consultant is employed the scope of services to be provided by the specialist consultant is to be defined in **item 1 or 2 of schedule 10** (a separate schedule is required for each specialist consultant).

Engaged by the client
(*secondary consultant)

Engaged by the architect
(*subconsultants)

[illegible][illegible]

interior architecture
landscape architecture
town/facility planners
land and building surveyor
quantity surveyor/cost control
structural engineering
civil engineering
mechanical engineering
electrical engineering
information technology and telecommunications
hydraulics (water, sewer, stormwater, gas)
fire engineering (sprinklers)
transportation/lifts
acoustics
building regulations
geotechnical engineering
environmental
programming
archaeologist
historian
traffic engineering
security
occupational health and safety
accessibility
other _____
other _____
other _____
other _____
other _____
other _____
other _____

Schedule

SCHEDULE 5

Item

(clause C7)

Client's representative

Name _____
Address _____

Telephone _____
Mobile _____
Facsimile _____
Email _____

Item

(clause B3)

Architect's representative

Name _____
Address _____

Telephone _____
Mobile _____
Facsimile _____
Email _____

Item

(clause B16)

Architect's nominee for the verification and approval of documents

Name _____
Address _____

Telephone _____
Mobile _____
Facsimile _____
Email _____

Item

(clause B5)

The amount of professional indemnity insurance

Schedule [REDACTED]

SCHEDULE 6

Fee basis

Item 1
(clause D1)

	Percentage	Lump sum	Hourly rate
Schematic design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item 2
(clause D1.1)

Percentage fees

The percentage fees, including GST (1/11th) are% (as a % of the cost of building work). This fee will be divided among the stages of the project as follows:

Schematic design	_____ %
Developed design	_____ %
Documentation	_____ %
Contract administration	_____ %
Total fee	100 %

Item 3
(clause D1.2)

Lump sum fees

Lump sum fees will be:

Schematic design	\$ _____
Developed design	\$ _____
Documentation	\$ _____
Contract administration	\$ _____
GST	\$ _____
Total fee including GST (1/11th)	\$ _____

Item 4
(clause D1.3)

Time charge or hourly rate

Time charge or hourly rate fees including GST (1/11th) will be:

Principal/director	\$ _____
Associate	\$ _____
Architect	\$ _____
CAD operator/draftsperson	\$ _____
Assistant/student	\$ _____
Support staff	\$ _____

Schedule

SCHEDULE 6

Annual increase to time charge rates

Item

5

(clause D1.3)

(unless otherwise stated, 5%)

Dates or intervals for submitting fee claims

Item

6

(clause D2)

(unless otherwise stated, the 1st day of each month)

Time for payment of fees by client

Item

7

(clause D4)

(unless otherwise stated, 10 working days from the date of issue of the fee claim)

Administration fee for paying reimbursable expenses on behalf of the client

Item

8

(clause D3)

(unless otherwise stated, 5%)

Interest on overdue fee accounts

Item

9

(clauses D6 and F3)

(unless otherwise stated, 2% above that for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*)

SCHEDULE 7

The terms applicable for electronic data transfer

(clause B22)

Data transfer electronically between the parties or to third parties

- 1 The client acknowledges that data transfer by electronic means by the architect is more useable than data transferred by other means but that it does involve some risk. The client consents to the architect issuing data in electronic form to specialist consultants and the project builder. The client will require that each recipient who contracts with the client and who wishes to receive data electronically must sign a copy of the annexed transfer agreement with the architect as a condition of receiving the information.
- 2 The architect will sign a copy of the annexed agreement with each person or organisation that receives data electronically.

Client's indemnity of the architect

Subject to the architect having complied with 2 above, the client will indemnify the architect, its employees and agents from all costs, expenses, fees and liability arising from the supply of data electronically.

If the client is to receive any data by electronic means they will be required to sign a data transfer agreement similar to the annexed agreement.

SCHEDULE 8
(clause D3)**Reimbursable expenses and costs**

Reimbursable expenses and costs include but are not limited to the following:

- ☐ fees, taxes, levies or charges paid to authorities
- ☐ specialist consultants
- ☐ advertisements or notices
- ☐ preparation of submissions and attendance at appeals
- ☐ special presentation material, models, videos, perspectives
- ☐ rental of special equipment
- ☐ photographic records
- ☐ transfer of CAD drawings
- ☐ telephone calls other than local
- ☐ air freight and courier services
- ☐ provision of documents other than as scheduled
- ☐ provision of building contracts
- ☐ travel
- ☐ other _____

SCHEDULE 9
(clause B25)**Confidentiality**

The following matters are confidential information and their use is restricted as set out below:

Matters _____

Restrictions _____

Schedule

SCHEDULE 10

***Subconsultants' scope of service** (prepare one schedule for each *subconsultant)

Item

1

(clause B4.1)

Name _____

Address _____

Telephone _____

Mobile _____

Discipline _____

Scope of service _____

***Secondary consultants' scope of service** (prepare one schedule for each *secondary consultant)

2

(clause C3.2)

Name _____

Address _____

Telephone _____ Facsimile _____

Facsimile

Mobile _____ Email _____

Email

Discipline _____

Scope of service _____

Schedule

SCHEDULE 10

***Suppliers' scope of service** (prepare one schedule for each *supplier)

Item

3

(clause C3.3)

Name _____

Address _____

Telephone _____

Facsimile _____

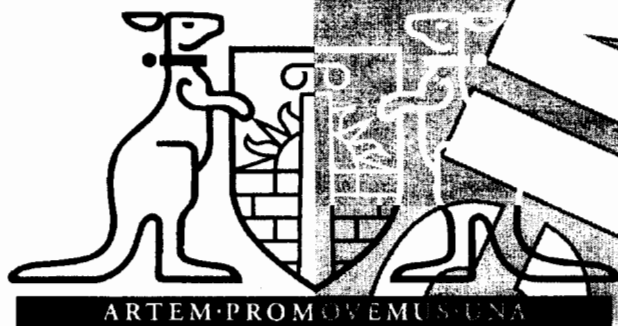
Mobile _____

email _____

Discipline _____

Scope of service _____

SPECIMEN



ARTEM·PROMOVEMUS·UNA

THE ROYAL AUSTRALIAN
INSTITUTE OF ARCHITECTS



Association of Consulting Architects

Architects

SPRING

GuideNote

User Guide

Client and Architect Agreement (short form)

1.0 Overview

The short form of the Client and Architect Agreement has been developed to provide an agreement that fully describes the roles and responsibilities of both the client and the architect. It is set out in a clear, concise and ordered way.

The Client and Architect Agreement has been developed by the RAIA and has the endorsement and support of the Association of Consulting Architects Australia.

It is important, and in some States a legal requirement, that the architect and the client have a signed agreement before the architect commences work on a project. A clear agreement is the most effective way to avoid disputes and misunderstandings. The architect should recognise that before an agreement can be finalised it will be necessary to spend time with a prospective client in order to establish the scope of services to be provided, an outline brief and preliminary budget, time and site constraints and the need for consultants.

This note is intended to assist both the architect and the client to complete the agreement, to help the client understand the importance of their role in the design process and to help the architect to clearly establish the extent of services to be provided.

Generally, comments in the User Guide are related to specific clauses or items in the agreement. Where no comment is made it is considered that the clause or item is clear in its meaning and does not require further clarification.

2.0 Differences

The Client and Architect Agreement, short form has been revised to provide an agreement that

fully complies with the requirements of the Goods and Services Tax (GST).

There are only minor differences between the 1998 and 2000 versions of the short form Client and Architect Agreement. These differences include:

- ACN has been replaced by ABN on the front page
- Provision has been included to identify the budget for the project for which the architect is engaged
- Clause 1.11 has been amended to entitle the architect to include GST in fee invoices
- Clause 2.4 has been amended to oblige the client to pay GST
- Clause 4.2 has been amended to add GST to percentage fees
- Clause 4.3 has been amended to add GST to lump sum fees
- Clause 4.4 has been amended to add GST to hourly rate fees
- Clause 4.6 has been added to define the timing for the submission of fee invoices by the architect (the default interval is monthly)
- Section 6 – a new section for Special conditions has been included.

3.0 Face sheet

The architect is to insert the names, addresses and ABN (where applicable) for both the client and the architect, along with a concise description of the project. The agreement should be signed under seal, if appropriate.

A new provision has been included to allow the parties to identify the budget for the project for which the architect is being engaged.

The budget is defined as:

"the intended total cost of the completed project, including GST and design and construction contingencies to be designed by the architect. The budget also includes all fees to be paid to the architect and all other consultants including GST and all statutory charges including GST."

Both parties should initial each page of the agreement and each amendment or addition made to the agreement.

User Guide for the RAI/ACA Client and Architect Agreement (short form)

1. Responsibilities and entitlements of the architect

Clause 1.1	It is important for the architect to check the details of the services described in clause 3. Where the services listed in the agreement do not cover specific requirements, additional services should be added under 'other'.
Clause 1.2	While this clause establishes the architect as the agent for the client for the project, in some States and Territories it is necessary to have specific approval in relation to applications and other submissions. Where the client is a married couple it is wise and may be necessary to have approval of both parties.
Clause 1.3	Architects are not quantity surveyors or builders and therefore cost estimates provided by them are only estimates and should never be considered to be any form of guarantee, quotation or tender for the works. The architect should make sure that the client clearly understands the degree of accuracy of any estimate that is provided.
Clause 1.4	Three options are available for the engagement of other consultants; by the client, by the architect, or a combination. Where engaged by the architect, the architect becomes responsible for the performance of the consultant. It is prudent, in such cases, to ensure that the consultants are covered for professional negligence to the extent required by their contribution to the project.
Clause 1.7	The architect should always inform the client when the client issues an instruction which will involve additional fees.
Clause 1.8	The architect should provide the client with an estimate of the additional fees.
Clause 1.9	The architect may not assign, transfer or sublet the obligations under the agreement without the consent of the client.
Clause 1.10	The architect is responsible for keeping the client informed. The means of doing so should be discussed and agreed between the parties.
Clause 1.11	It is important for clients to understand that fee invoices will be submitted on a regular basis as the work progresses and that payment is expected promptly. Invoices should not be linked to submissions, for example, sketch plans or approvals by either authorities or clients, as this implies that delaying approval is justification for delaying payment. This clause gives the architect the option of charging interest for slow or delayed payment of invoices. The clause also includes GST.
Clause 1.12	The architect retains copyright. The client has a license to build the project but only on the site for which it was designed.
Clause 1.13	The client should understand that the architect has the right to revoke the licence where the client fails to pay the architect's fees under this agreement.
Clause 1.14	The parties have equal rights to refer disputes or disagreements to mediation or another recognised form of dispute resolution.
Clause 1.15	Both parties have equal rights to terminate the agreement in the manner set out in the agreement.

2. Responsibilities and entitlements of the client

Clause 2.1	As noted under clause 1.2, the client needs to understand the independent role of the architect when certifying and assessing.
Clause 2.2	The client is clearly responsible for giving the architect all the necessary information required for the architect to provide the services. This includes a realistic budget that reflects the scope and extent of work envisaged by the brief. It is helpful for the architect to prepare a list of the items and details that the architect will need in order to provide the services envisaged.
Clause 2.4	The client is obliged to pay the architect for the services described in the agreement, along with GST and any disbursements. Additional fees may be charged for extra or protracted services, as described in the agreement. It is also important for clients to understand that once they have given approval to a submission or stage, the architect will begin working on the next stage. If they change their mind or wish to add conditions to the approval, additional fees may result, due to the need to repeat or change the design or documents.
Clause 2.6	<p>The architect should explain to the client that design is an interactive and consultative process and that their participation is critical to the success of the outcome.</p> <p>The client needs to recognise that design often involves trade offs and decisions that may alter aspects of their original brief. As the design develops and they give approval to sketch plans, details, materials, finishes or the like, then the approved submission becomes their briefed requirements.</p>
Clause 2.7	The client acknowledges that the architect retains copyright for the design. The client has the right to build the project under license but only on the site for which it was designed.
Clause 2.8	The parties have equal rights to refer disputes or disagreements to mediation or another recognised form of dispute resolution.
Clause 2.9	The right to terminate the agreement is equal to that of the architect.
Clause 2.10	In the event that the agreement is terminated, the client is obliged to pay all fees properly due to the architect at the time of termination.

3. The services

Clause 3.1	<p>The client and the architect should agree on who will engage other consultants required for the project. The option exists for these consultants to be engaged by the client, by the architect or a combination of the two suited to the needs of the project.</p> <p><i>The services to be provided by the architect are set out generally in chronological order under the widely recognised four stages; sketch plans, detailed design, documentation and contract administration. Sketch plans includes two sub-sections, pre-design and design. Contract administration includes sub-sections for tendering, administration and post completion services. Each of the four sections provides the opportunity to include additional services and there are a number of occasions where the client should approve the design or documentation prior to the architect proceeding to the next stage.</i></p>
-------------------	--

Clause 3.2

In the pre-design stage the architect assembles all of the details necessary for the design to begin. These include the client's brief and budget, the need for other consultants and their brief, site constraints and authorities requirements. Only once all of this information is available can the architect begin design.

- Before proceeding to design the client's approval should be sought.
- The design is developed and a cost estimate is prepared and reviewed against the budget that should be confirmed as adequate.
- Before proceeding to detailed design, the client's approval of the design and cost estimate should be obtained.

Clause 3.3

Detailed design takes the approved sketch design and develops and adds detail, refinement and clarification to all aspects of the design. The work of other consultants is coordinated and integrated with the architectural design and documentation. It is common at the end of this stage to make application for planning approval.

- An updated estimate is prepared.
- The client's approval is sought before proceeding to documentation.

Clause 3.4

Once approved by the client and by the planning authority, documentation begins. This stage develops and refines the design into construction documentation and develops the specification in the lead up to tendering and construction. The building contract is selected and the preliminary clauses for the specification are prepared. The documentation prepared by other consultants is coordinated and integrated with the architectural documentation.

- A pre-tender estimate is prepared.
- The client approves the documents before tenders are called.

Clause 3.5

The architect should advise the client of the options for tendering the works and recommend the preferred method of doing so. The architect will manage the tendering process; answer queries from tenderers and the client should be invited to attend the tender opening. The architect will assess the tenders and make a recommendation to the client regarding which tender should be accepted.

- The architect prepares the contract documents and arranges signing by both parties.

The architect will administer the contract on the client's behalf and advise where and when actions are required by the client. The architect will arrange for provisional sums and prime cost allowances to be finalised as required by the works.

- During contract administration the architect is required to assess claims from the builder for extensions of time, variations and progress payments. The architect must act fairly and impartially in these matters and not as the client's agent.

The architect will visit the site on a regular basis, check on the quality of work and progress, arrange and conduct site meetings and provide clarifications and supplementary details to the builder as required. The client may attend the site meetings or arrange with the architect for separate site meetings/inspections.

The architect will deal with claims from the builder for variations, extensions of time and progress payments and provide regular reports to the client on the rate of progress, the quality of work and provide certification of progress payments which are to be paid by the client.

At practical completion, the architect will inspect the works and provide the builder with a list of items (defects list) requiring completion or rectification before the works can be occupied or used. Once these items are complete a notice of practical completion is issued and the client takes over the works.

During the defects liability period, the builder is required to rectify faults that develop which are attributable to the builder's activities. These faults do not include wear and tear or damage caused by others. At the end of the defects liability period the architect will inspect the works and issue a final defects list, which the builder must rectify before the contract can be completed. Once all defects have been rectified the architect will issue a final financial statement, a final progress payment certificate and a final certificate.

4. The fees

The architect and the client should negotiate and agree the basis upon which fees for the services to be provided by the architect will be assessed for the project. The agreement provides for the opportunity to assess fees on a percentage, lump sum or hourly rate basis or any combination of the three. All options allow for the GST.

Clause 4.1

The agreement provides flexibility for the fees for each stage to be set on the basis of a percentage, lump sum or hourly rate depending on the nature of the project and the services that are to be provided.

Clause 4.2

Percentage fees are usually established using the current edition of the RAlA Fee Guide and, traditionally, the fee has been divided as follows:

Sketch design	15% of total fee
Detailed design	15% of total fee
Documentation	40% of total fee
Contract administration	30% of total fee
Total	100% of fee

- Each project should, however, be assessed on an individual basis.

Clause 4.3

Lump sum fees are more difficult to establish at the beginning of a commission, unless there is a detailed and clear brief of the client's requirements. It may be more realistic to use this form of fee structure once the design has been developed, for example after sketch plans have been completed.

Clause 4.4

This section of the fee schedule should be completed for all projects, even where percentage or lump sum fees are to be used. Hourly rate fees may be required, if the extent of services is expanded, the services become protracted due to delay, or if the brief is changed.

Clause 4.5

The interest rate for overdue accounts would normally be set at the bank overdraft rate current at the time of signing the agreement. Where this is to be applied, it is recommended that invoices include words similar to the following:

'Terms 7 days net'

5. Reimbursable expenses

Most, if not all, projects will involve costs and charges that are generally not included in the architect's fee. This schedule allows for these to be paid directly by the client, paid on a reimbursable basis by the architect, or for them to be included in the architect's fee. Provision is made for the architect to charge a service fee to cover the costs associated with handling disbursements on behalf of the client.

6. Special conditions

Section 6 allows the parties to the agreement to establish any special conditions that the project requires due to its nature.

Client and Architect Agreement

Contents

1. Responsibilities and entitlements of the architect
2. Responsibilities and entitlements of the client
3. The services
4. The fees
5. Reimbursable expenses
6. Special conditions

THIS AGREEMENT made on

between: The client

ABN

of

street

city

state

Signed (apply company seal if applicable)

and: The architect

ABN

of

street

city

state

Signed (apply company seal if applicable)

for: The project

for: The budget of \$.....

Revised July 2000

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This agreement is suitable where the architect is required to provide services involving design, documentation and contract administration, or a combination of one or more of these services.

1.0 Responsibilities and entitlements of the architect

The architect:

- 1.1 shall provide the services described in this agreement and shall exercise the skill and professionalism of a reasonable, qualified, registered architect in doing so.
- 1.2 shall act as the client's agent for the project and as required under the selected building contract.
- 1.3 shall provide, where appropriate, indications of the cost of the project which are not a guarantee of the actual cost, a quotation or a tender.
- 1.4 shall, as selected in 3.1:
 - coordinate and integrate the work of all consultants engaged by the client but shall not be responsible for the services provided by them and/or,
 - engage consultants as the architect's sub-consultants in which case the architect shall coordinate and integrate their work and will be responsible for the services provided by them.
- 1.5 shall maintain professional indemnity insurance.
- 1.6 shall maintain registration with the relevant Architects Registration Board.
- 1.7 shall inform the client promptly when an instruction from the client changes the original brief and requires additional services.
- 1.8 shall provide the client with an estimate of fees for the additional services which may be required.
- 1.9 shall not assign or transfer this agreement without the prior written consent of the client.
- 1.10 shall maintain accurate records and keep the client informed of progress by way of meetings, reports and other means at all stages.
- 1.11 is entitled to:
 - charge fees including GST for the architectural services and submit regular invoices for progressive payment of the fees.
 - charge interest at the rate stated in this agreement from the due date of payment where the payment is outstanding for more than 10 working days.
 - suspend provision of the services where the payment is outstanding for more than 10 working days until payment is made.
- 1.12 retains copyright and shall allow the client to use the design provided that this licence applies only to the site for which the design was prepared.
- 1.13 is entitled to revoke the licence if any payment due under this agreement has not been made.
- 1.14 is entitled to submit any dispute or difference in any matter arising from this agreement to mediation after serving the client with written notice of dispute or difference and the matter not being resolved by the parties within 5 working days of the date of the notice.
- 1.15 is entitled to:
 - terminate this agreement after giving the client 20 working days notice in writing.
 - payment by the client of all amounts due at the date of termination in accordance with the terms of this agreement.

2.0 Responsibilities and entitlements of the client

The client:

- 2.1 shall appoint the architect as its agent for the project as required under the selected building contract.
- 2.2 shall provide the architect with a realistic project budget and all relevant information required by the architect to complete the services described in this agreement.
- 2.3 shall recognise that their requirements may alter as the design develops through the design process.
- 2.4 shall pay the architect:
 - the fees due including GST for the services and reimbursable expenses provided in accordance with this agreement.
 - for additional services in the event that they are required after the execution of this agreement on the basis of the time charge rates set out in this agreement, including when changes are made which require redesign or redrawing of existing documents.
- 2.5 if selected in section 3.1, shall engage consultants required by the project after consultation with the architect and shall pay all fees and expenses associated with their engagement.
- 2.6 shall:
 - work co-operatively with the architect to ensure satisfactory progress through all stages of the development of the design and other services provided by the architect.
 - pay additional fees at the rate set out in this agreement to cover protracted architectural services where there are delays in the progress of the project beyond the control of the architect.
- 2.7 shall use the design only on the site for which it was intended and shall not use the design for any other purpose without the prior written consent of the architect.
- 2.8 is entitled to submit any dispute or difference in any matter arising from this agreement to mediation after serving the architect with written notice of the dispute or difference and the matter not being resolved by the parties within 5 working days of the date of the notice.
- 2.9 is entitled to terminate this agreement after giving the architect 20 working days notice in writing.
- 2.10 shall pay the architect all amounts due at the date of termination in accordance with this agreement in the event of termination under either clause 1.15 or 2.9.

3.0 The services*

3.1 Engagement of consultants (select one)

- engaged by the architect.
- engaged by the client.
- combined (attached special condition).

The architect will provide the following services at each stage of the project.

3.2 Sketch design

Pre-design stage

- obtain the client's design brief and other requirements.
- provide recommendations for fees and for the appointment of consultants.
- inspect the site and assess site conditions and constraints.
- undertake preliminary analysis of authority regulations and requirements.
- other
- obtain the client's approval to prepare sketch design.

Design stage

- arrange and attend meetings with the client, authorities and others as required.
- prepare sketch drawings including sketches, diagrams and other information to adequately explain the design.
- prepare design briefs for consultants.
- prepare preliminary costing.
- prepare preliminary selections of materials and finishes.
- other
- obtain the client's approval to proceed with final design.

3.3 Detailed design

- develop the approved sketch design into a final design solution with drawings at an appropriate scale and other details or documents to adequately explain the design.
- co-ordinate the design work undertaken by consultants with the architectural design.
- provide schedule of materials and finishes.
- review the final design against the budget and prepare updated cost estimate.
- prepare the necessary documents for planning application and assist the client with lodging application.
- assist in obtaining approval by negotiating, attending meetings.
- other
- obtain the client's approval to proceed with documentation.

3.4 Documentation

- prepare recommendation to the client on the preferred method of tendering.
- prepare drawings at an appropriate scale including plans, elevations and sections, together with other details and schedules to enable the project to be tendered.
- co-ordinate and integrate the work of consultants with the architectural drawings.
- prepare a specification describing the quality of materials, finishes and workmanship necessary to complete the project in accordance with the drawings and the client's requirements.
- submit documents for building approval.
- prepare pre-tender cost estimate.
- other
- obtain the client's approval of documents and to call tenders.

3.5 Contract administration

Tendering

- call tenders.
- respond to enquiries from tenderers.
- close and assess the tenders.
- negotiate with the preferred tenderer.
- prepare tender recommendation.

Administration

- prepare the contract documents for signing by both parties.
- undertake periodic site inspections, check work in progress regarding design quality control, materials selections and performance as described in the contract documents.
- review shop drawings and other builder's submissions.
- provide supplementary details and information.
- provide instructions to clarify the contract documents where required.
- administer variations and obtain client approvals.
- arrange and attend site meetings and other meetings as required.
- provide the client with regular reports regarding time, cost and progress.
- assess progress claims and issue progress certificates.
- assess and approve claims for extensions of time.
- adjust prime cost and provisional sums and other monetary sums included in the contract documents.
- co-ordinate consultants.
- prepare defects lists prior to practical completion.
- inspect rectification and issue notice of practical completion.

Post construction

- assess the final contract account.
- inspect the works and prepare final defects listing.
- issue the final certificate on completion of all defects and outstanding work.
- other

* Strike out any service which will not be provided and include any other service which is to be provided.

4.0 The fees

The fees for the services described in this agreement shall be established on the basis of a percentage of the completed cost of the works, a lump sum fee or an agreed hourly rate. If applicable a combination of each method may be used to establish the fees. The hourly rates will also be used to establish additional fees where additional services are required.

4.1 Fee basis

	Percentage (indicate agreed method with a ✓ in the box)	Lump sum	Hourly rate
Sketch design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.2 Percentage fee

(Based upon a cost of building work of \$.....)

Percentage fees shall be assessed on the final building cost which is defined as the total cost of the works excluding GST but including the cost of any approved, but later, abandoned work.

The fee shall be% including GST (1/11th) of the cost of building work and shall be assessed as follows:

Sketch design% of total fee
Detailed design% of total fee
Documentation% of total fee
Contract administration% of total fee

4.3 Lump sum fees

(Based upon a cost of building work of \$.....)

Lump sum fees are based on the agreed scope of work and services as defined in the project brief. Should the scope of work or service vary, the fee will be amended.

The lump sum fee shall be \$..... including GST (1/11th) which shall be divided as follows:

Sketch design	\$.....
Detailed design	\$.....
Documentation	\$.....
Contract administration	\$.....
GST (10%)	\$.....

4.4 Hourly rate fees

Where the fee is to be calculated on the basis of agreed hourly rates the architect shall provide, if so requested, substantiation of the charges by way of time sheets or other records to show all hours expended on the project. This section should be completed for all projects and used as a basis for additional fees.

The hourly rates including GST (1/11th) shall be:

Principal	\$.....
Architect	\$.....
Technician	\$.....
Other	\$.....

4.5 Interest

The interest rate to be applied to overdue accounts shall be % pa.

4.6 Interval for fee invoices

Fee invoices shall be submitted on a basis (if nothing stated, then monthly).

5.0 Reimbursable expenses*

The following expenses will be paid by the client, paid by the architect and reimbursed by the client, included in the architect's fee or do not apply to this project as indicated.

Reimbursable item or expense	Paid by client	Reimbursed	Included in fee	N/A
Fees, taxes, levies or charges paid to authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Advertisements and notices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparation of submissions and attendance at appeals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special presentation material, models, videos, perspectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fees for consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental of special equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photographic records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transfer of computer drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone calls other than local	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air freight and courier services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provision of documents other than to client for client's own use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provision of building contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A service fee of% will be charged for reimbursement of expenses paid by the architect on behalf of the client.

* Most projects involve expenses (disbursements) which are not usually included in the architect's fee.

6.0 Special conditions

Attach a separate sheet where special conditions of engagement are to be used.

