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# CLIENT – ARCHITECT SERVICE AGREEMENT

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CLIENT



DATE

HVN ARCHITECTS

38 Piet Retief Street, Montagu, 6720, South Africa

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## 1. ARCHITECTS SERVICE:

### 1.1. ARCHITECTS STANDARD SERVICE:

#### 1.1.1. STAGE 1: INCEPTION

Receive, appraise, and report on the client's requirements with regard to:

- The client's brief.
- The site, legislated rights, and constraints.
- Budgetary constraints.
- The need for consultants.
- Project programme.
- Methods of contracting.
- Receive budget from client.

#### 1.1.2. STAGE 2: CONCEPT & VIABILITY

Prepare an initial design and advise on:

- The intended space provisions and planning relationships.
- Proposed materials and intended building services, including any "Green Systems".
- Passive Environmental design.
- The technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Review the anticipated costs of the project.
- Review the project programme.

#### 1.1.3. STAGE 3: DESIGN DEVELOPMENT

- Confirm the scope and complexity.
- Review the design and consult with local and statutory authorities.
- Develop the design, construction system, materials, and components.
- Incorporate and co-ordinate all services and the work of consultants.
- Review the design, costing and programme with the consultants.

#### 1.1.4. STAGE 4.1: DOCUMENTATION AND PROCUREMENT

- Prepare documentation sufficient for local authority submission.
- Co-ordinate technical documentation with the consultants and complete primary coordination.
- Prepare schedules of materials and finishes for the works.
- Review the costing and programme with the consultants.
- Obtain the client's authority and submit drawings and documents for approval from the local authority.

#### 1.1.5. STAGE 4.2: CONSTRUCTION DOCUMENTATION

- Complete construction documentation and proceed to call for tenders.

- Obtain the client's authority to prepare documents to procure offers for the execution of the works.
- Obtain offers for the execution of the works.
- Evaluate and recommend offers on the award of the building contract.
- Prepare the contract documentation and arrange the signing of the building contract.

#### 1.1.6. STAGE 5: CONSTRUCTION ADMINISTRATION

- Administer the building contract.
- Give possession of the site to the contractor.
- Issue construction documentation.
- Initiate and/or check sub-contract design and documentation as appropriate.
- Inspect the works for conformity to the contract documentation.
- Administer and perform the duties and obligations assigned to the principal agent in the JBCC building contract.
- Issue payment certificates and all completion certificates per JBCC stages.
- Assist the client to obtain the occupation certificate.

#### 1.1.7. STAGE 6: CLOSE OUT

Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover, and operation of the project.

After the contractor's obligations with respect to the building contract are fulfilled, the architectural professional shall issue the certificates related to contract completion.

Provide client with as-built drawings and relevant technical and contractual undertakings by the contractor and subcontractors.

## 1.2. ARCHITECTS PARTIAL SERVICE:

### DEFINITIONS:

#### 1.2.1. PARTIAL SERVICE 1

Architect and principal consultant: The architect provides a full service in stages 1, 2, 3 & 4.1, and a partial service in stages 4.2, 5 & 6.

#### 1.2.2. PARTIAL SERVICE 2

Design architect and design consultant: The architect provides a full service in stages 1 & 2, and a partial service in stage 3.

No service is provided in stages 4, 5 & 6.

#### 1.2.3. PARTIAL SERVICE 3

Architect of record and consultant: The architect provides no service in stages 1 & 2. Services commence in stage 3.

## 1.2.4. PARTIAL SERVICE 4

Architect as principal agent: The architect provides principal agent's services in Stages 4.2 & 5.

## 1.2.5. PARTIAL SERVICE 5

Architect and principal consultant: The architect provides services up to local authority submission only (stage 4.1)

## 1.3. ARCHITECTS ADDITIONAL SERVICES:

The following services are not normally included in the standard services described and require special additional work and remuneration.

The listed services are indicative only:

### 1.3.1. SPECIAL STUDIES AND DESIGNS

- The preparation of the clients brief and/or the drawing up thereof.
- Site selection, survey, and location.
- Environmental assessment.
- Energy conservation.
- Economic feasibility.
- Market surveys.
- Traffic studies.
- Heritage research.
- Town planning, urban design.
- Master site planning of future buildings related to the current works.
- Landscape, Promotional material, Artwork and graphics, Purpose-made items.
- Interior design including the selection, documentation and procurement of furniture and furnishings and special finishes or fixtures.
- Plant procurement, operational and production layouts.
- Models.
- 3D artwork and/or walk-throughs, fly-overs and similar work.

### 1.3.2. EXISTING PREMISES

- Surveys and inspections
- Measuring up and preparation of documentation
- Renovations and Restorations
- Valuations and Demolitions
- Heritage research and Applications

### 1.3.3. SPECIAL ADMINISTRATION SERVICES

- Rezoning or change of use or amendments to town planning schemes.
- Checking of 'cost plus' or 'managed' contracts where a quantity surveyor has not been appointed.
- Extended and detailed inspection of the works if required by the client.

- Sectional title preparation of documentation or other work additional to the requirements of the Sectional Titles Act, 1986 (Act no 95 of 1986), for which duties or fees are not prescribed in the said Act.
- Quality control and assurance.
- Services concerning work arising from the insolvency or liquidation of a party related to the building contract.
- Services concerning disputes and litigation associated with the project.
- Additional services not completed in standard service, the need for which is not attributed to the firm.
- Inspections & Reports for dispute resolution.

#### 1.3.4. SUPPLEMENTARY OR REVISED DOCUMENTATION

- The provision of the supplementary or revised documentation due to the exigencies of the project or revised requirements of the client arising after the firm has received the client's instructions to commence his work: provided that any other additional fees do not cover such documentation.

#### 1.3.5. Other Services

- Maintenance and operation manuals
- Special project management services
- Mutually agreed additional service.
- Expert witness in Legal Disputes.

## 2. OBLIGATIONS OF THE PARTIES:

### 2.1. CLIENT'S OBLIGATIONS:

#### The client shall:

- Advise the architect clearly and timeously of the requirements in connection with the project including the scope of accommodation, extent of services, level of quality desired, financial parameters and time constraints.
- Provide the architect with copies of the title deeds, diagrams, lease conditions and details of other pertinent constraints related to the project and establish site boundaries, beacons, datum levels and such other features as may be relevant; the architect shall also be provided with a survey drawing and any certificates related thereto.
- Provide the architect with all available and relevant data pertaining to existing building(s).
- Appoint, if necessary, a representative who shall promptly provide the architect with information when requested by him; the representative shall make himself reasonably available for consultations during all stages of the project and be authorised to make decisions.
- In consultation with the architect, appoint consultants to provide specialist services on any aspect of the project as mutually agreed with the architect and require such consultants to cooperate in absolute good faith and comply with all reasonable requests by the architect.
- Authorise the architect to act as the client's agent when executing the agreed service.
- Provide within fourteen (14) days, if requested to do so by the architect:
  - Proof that funding is available for the ongoing requirements of the project.
  - A guarantee acceptable to the architect for the payment of the architect's fees and disbursements.
  - Pay the architect's fees, time charges and disbursements on presentation of their invoice.
  - Pay charges relating to all necessary approval processes.
  - Pay the architect an agreed fee (usually on a time-charge basis) for any work conducted by him/her that falls outside the agreed scope of service.
- Allow the architect reasonable time in which to execute his services in terms hereof.
- Authorise the architect to instruct the consultants.
- Review and accept the adequacy of sureties, warranties, guarantees or insurance policies relevant to the works.
- Review and determine the financial viability of the project and financial standing of all contractors, consultants and other parties directly contracted, including the sufficiency of professional indemnity insurance.

- Review the plans and specifications submitted by the architect and determine that the architect has adequately interpreted the client's requirements and that the building will be suitable for the intended use.
- Respond timeously to all reports, design proposals, estimates of cost and other related documents submitted to him/her by the architect.
- Prepare the safety specification and execute his duties in terms of the Occupational Health & Safety Act or employ a specialist consultant to undertake these tasks.
- Acknowledge that the architect is not authorised to instruct the contractor to commence construction prior to obtaining local authority approval or any other statutory approval which may be required; the consequences of such an instruction to the contractor to proceed shall be for the account of the client.

## 2.2. ARCHITECT'S OBLIGATIONS:

Subject to the work being included in the agreed scope of services the architect's responsibility to the client shall be to:

- Act as the client's agent within the scope of authority conferred upon him in terms of this agreement and the contract between the client and contractor.
- Exercise reasonable care, skill, and diligence in the performance of professional duties and act in accordance with the ethics and standards of the profession.
- Respond timeously to the client's reasonable requests.
- Use architectural knowledge and expertise to produce designs that meet the client's needs within reasonable financial limitations imposed by the client; the architect will provide outline estimates of costs and building areas but will not be responsible for the financial viability of the project.
- Design the building(s) to comply with the conditions of title, applicable legislation, and town planning codes and building regulations.
- Adopt procedures and methods suited to the agreed scope and complexity and the nature, extent and time scale of the project.
- Act fairly and impartially in terms of the relevant building contract.
- Exercise reasonable care to avoid delaying or disrupting the contractor.
- Advise the client of risks or expenses that may arise from the client's instructions and/or requirements.
- Provide professional indemnity insurance as stated in the articles of agreement and maintain the insurance policy for the period of the architect's responsibility stated in the conditions of service.



## 2.3. OTHER CONSULTANTS:

Architectural fees do not include fees for other professionals.

Guideline to the professional advice and services you might need mentioned below.

### 2.3.1. LAND SURVEYOR

- A one (1) meter contour survey of existing property.
- Boundary beacon location or relocation (if required).
- Sectional title and servitude issues (if required).

### 2.3.2. STRUCTURAL ENGINEER

- Design of foundations and structure (required for all projects).

### 2.3.3. QUANTITY SURVEYOR

- Estimate on sketch design (required).
- Bill of Quantities for large, complex, or fast track projects.
- Cost control and reporting (if the client makes changes after signing the original contract).
- Negotiation of final account.

### 2.3.4. SAFETY OFFICER

- Ensures compliance with Health and Safety Act.

### 2.3.5. GEOTECHNICAL ENGINEER

- Investigation of soil stability to enable Structural Engineer to design foundations.

## 3. CONDITIONS OF SERVICE

### 3.1. GENERAL CONDITIONS:

#### 3.1.1. SUSPENSION | RESUMPTION OF THE PROJECT

The client may at any time instruct the architect to suspend work on a project. These instructions must be in writing and delivered to the address stipulated herein.

Immediately thereafter the architect shall be entitled to be remunerated in full for services rendered and disbursements incurred on the date of such instruction. In addition, the architect shall be entitled to an additional administration fee of 10% of the amount payable by the client up to and including the date of the suspension of the project.

Should work on the project remain suspended for six or more months from the date of suspension the project shall be deemed to be terminated.

Should the work be resumed at any time after suspension of the project the architect shall increase the overall fee amount for the remainder of the works by 10%.

#### 3.1.2. TERMINATION OF COMMISSION

Termination of Commission may be affected at any time by either party and must be by notification in writing. Termination shall be deemed to be affected on receipt of such notice.

#### 3.1.3. TERMINATION BY CLIENT

Upon termination by the client, the architect shall be paid in full outstanding fees and disbursements, plus 7.5% of that figure as an administration fee for works complete at that time. This figure will be pro rata for incomplete phases.

#### 3.1.4. TERMINATION BY THE ARCHITECT

Upon termination by the architect the terms of the above shall apply, except that the architect will only be entitled to fees and disbursements related to their services rendered up to date of their notice of termination and no additional amount shall be due.

#### 3.1.5. INSTRUCTIONS TO THE CONTRACTOR & CONSULTANTS

Where the architect is appointed as sole or principal agent, he shall have the sole authority to issue instructions to the contractor and other consultants in terms of the building contract.

#### 3.1.6. CHANGES OF THE STATUS OF THE PARTIES

Neither party shall assign, sublet or transfer its interest in this agreement without the written consent of the other. This consent shall not unreasonably be withheld.

### 3.1.7. PREVENTION OF PERFORMANCE

Should either the client or architect be prevented from performing their obligations in terms of this agreement by cause beyond their control, this agreement may be terminated without prejudice to the accrued rights of either party.

### 3.1.8. COPYRIGHT, OWNERSHIP AND USE OF DOCUMENTS

The project documents prepared by the architect are copyright and remain his intellectual property. The client has the right to use the documents for the sole purpose of this agreement.

### 3.1.9. CHANGE OF CIRCUMSTANCES OR DISREGARDED ADVICE

The architect's advice is given under conditions prevailing all the time. The architect shall not be responsible for any effects of subsequent change in circumstances on advice given, or for any consequences of his advice being disregarded.

### 3.1.10. USE OF DOCUMENTS WITH RESPECT TO PAYMENT

The architect is entitled to withhold the release or issue of any document in respect of which the architect has not been paid in full for his services in respect of all invoices submitted to the client.

### 3.1.11. COST OF WORKS

Cost of works is total construction cost (excluding VAT). Construction cost is actual cost at the end of the project or Quantity Surveyor estimate (whichever applicable).

Discounted amounts (however obtained) shall not affect the fee. If discounts occur in the contract or the final contract sum does not equate with the outlined fees, the client shall appoint a Quantity Surveyor approved by the architect to assess the difference between actual and estimated contract sum and the fee shall be paid on the estimated sum.

### 3.1.12. COMPLETION

Once completion has been reached the architect may provide the client, on request with a comprehensive maintenance manual should maintenance, adaptation or reevaluation be required. This is an additional service and will be charged for.

Subsequent queries outside the Architect's scope of work may be chargeable. The client has 14 days after final completion to make a claim against the architect thereafter all files and documentation WILL be archived.

### 3.1.13. APPOINTMENT FEE

Depending on the complexity of the project we may charge an upfront part payment to cover our initial expenses before the first payment is due. This is omitted from our final account to you but is retained should you stop the project before our full service is complete.

### 3.1.14. CHANGES AFTER SUBMISSION TO LOCAL AUTHORITY

Any changes, instructed by the client, after the building plans have been signed off by the client and submitted to the local authority will incur fees based on the hourly rates defined by this agreement. The binding legal document that applies to all permissions defined by the building plans submitted is a complete and up to date set of all information pertaining to the drawings. Therefore, if any changes are made during the construction process, all information has to be updated in its entirety with the local authority.

## 3.2. LIMITS TO ARCHITECT'S RESPONSIBILITY:

### 3.2.1. CONSULTANTS AND/OR CONTRACTED DESIGN SERVICES

Where the design in relation to the project is undertaken by the client's agents or consultants, the architect shall not be responsible for the production of the design solution nor be liable for performance. Unless otherwise agreed, the architect shall not be liable for fees to such agents or consultants.

### 3.2.2. FAILURE OF MATERIALS, ETC.

The architect shall not be responsible for any material, components, system, or workmanship failing to perform according to the claims of the manufacturers, suppliers, contractors or sub-contractors.

### 3.2.3. CONTRACT ADMINISTRATION

The contractor, together with his subcontractors, is directly responsible to the client for due performance in terms of the building contract. By way of administration and inspection of the works, the architect shall use his best endeavours to limit delays to and deficiencies or defects in the execution of works, the architect shall not be responsible for the forgoing, nor the methods, techniques, sequences, or procedures employed by the contractor.

### 3.2.4. SHOP DRAWINGS AND SAMPLES

The checking by the architect of shop drawings and/or approval of samples of equipment, materials or workmanship does not relieve the contractor or his subcontractors of their contractual responsibilities in this regard.

### 3.2.5. TIME LIMIT TO ARCHITECT'S RESPONSIBILITY

No claim whatsoever shall be enforceable by the client against the architect arising out of or in respect of any services rendered by the architect in terms of this agreement or concerning the carrying out of the works after 5 years have elapsed from the date of practical; completion of the works or suspension or postponement of the works.

### 3.2.6. TENDERS EXCEED ESTIMATES

Whilst the architect endeavours to adhere to the approved estimates, we are unable to guarantee that tenders will not exceed the estimate and accept no liability in this regard.

### 3.2.7. INSPECTION AND COMPLETION CERTIFICATES

In issuing completion certificates, the architect is responsible only for having identified and dealt with those aspects of the works which can be identified by ordinary visual inspection. Where the building contract provides that the issue of the certificate of final completion to be conclusive evidence as to the sufficiency of the works and materials, the word 'sufficiency' shall not in any way imply that the architect is satisfied that every component or element of the building has been installed or adjusted to perfection nor that the materials and workmanship comply with the specification in every detail.

### 3.2.8. FINANCIAL STATUS OF CONTRACTOR, NOMINATED SUB-CONTRACTORS AND SELECTED SUB-CONTRACTORS

The client shall be solely responsible for assessing the financial status of the contractor, nominated sub-contractors, and selected sub-contractors. Where the architect's specifications have called for financial information to be submitted on standard forms provided by the architect and/or consultants then the architect shall submit the completed documents to the client for assessment and approval.

## 4. FEES FOR PROFESSIONAL SERVICES:

### 4.1. PROJECT COST BASED FEES:

#### 4.1.1. PROJECTS COST BASED FEES FOR STANDARD AND PARTIAL SERVICES

The fees are calculated in accordance with the SACAP recommended tariff of fees as a 'project cost-based fee'. The fees consist of a 'base fee' and a percentage of project value.

Project value is the value of the contract signed with the contractor executing the works, or the actual cost at the end of the project, whichever is higher.

Until that point fees are based on the most accurate estimate available.

While HVN Architects endeavours to adhere to the approved estimate, we are unable to guarantee that tenders will not exceed the estimate and accept no liability in this regard.

For a partial service, the fee is the percentage relevant to each work stage to be performed, based on a 'project cost-based fee'.

Project value percentages will be assessed based on the complexity of the project.

On residential projects HVN Architects charges 10% of project value for a new build and 13% for alterations.

Fees are allocated across stages of architectural work in the following way:

STAGED FEES		
STAGE	DELIVERABLES	% FEE
1	Inception	5%
2	Concept & Viability	15%
3	Design Development	20%
4.1	Documentation & Procurement	20%
4.2	Constriction Documentation	10%
5	Construction Administration	27%
6	Close Out	3%

#### 4.2. PAYMENT TERMS

Payment is due on receipt of the invoice, or within 7 days.

Should there be a query on a particular invoice, please raise this prior to the invoice becoming overdue.

HVN Architects shall not be responsible for any delays caused by late payments nor for any damage that may arise therefrom.

HVN Architects reserves the right to cease work on a project and/or terminate a contract should there be a delay in payment. Non-payment after 14 days of invoice date may, at the discretion of HVN Architects, lead to the suspension of work without notice to the client.

Interest on overdue accounts shall be charged at prime +2%. Should legal action be required, the legal cost in recovering debts will include attorney/client and attorney and attorney costs.

#### 4.3. TIME BASED FEES:

Where hourly rates are charged the following sliding scale applies.

SERVICE	RATE/HR.
Principal Architect	R 900

**4.4. DISBURSEMENTS:**

Disbursements are over and above fees. These include photocopying, printing, CD's, courier, lifting plans from council, travel, etc. Note that these fees are subject to change.

<b>PAPER</b>		
PAPER SIZE	B/W	COLOUR
A1	R40	R70
A2	R30	R60
A3	R20	R50
A4	R10	R40
<b>TRAVEL</b>		
Mileage/km	R4.75	
Tolls	At cost	
Flights	At cost	
Accommodation	At cost	
<b>OTHER</b>		
Courier	At cost & 10% handling fee	
Photocopies	At cost & 10% handling fee	
Local Authorities Fees	At cost	
Physical Models	At cost & 10% handling fee	

**5. ARTICLES OF AGREEMENT:**

**5.1. CONTRACTING PARTIES THIS AGREEMENT IS HEREBY ENTERED INTO BETWEEN:**

5.1.1. CLIENT: \_\_\_\_\_

5.1.2. PHYSICAL ADDRESS: \_\_\_\_\_

5.1.3. ARCHITECT: \_\_\_\_\_

5.1.4. THE PROJECT:

The client wishes to carry out a project comprising: \_\_\_\_\_

\_\_\_\_\_

Property description: \_\_\_\_\_

\_\_\_\_\_

**5.2. DEFINED SERVICES:**

5.2.1. ARCHITECT'S FULL STANDARD SERVICE: \_\_\_\_\_

5.2.2. ARCHITECT'S PARTIAL SERVICE:

YES/NO	If so, please state which stages HVN Architects will be contacted for:
	_____

5.2.3. ARCHITECT'S ADDITIONAL SERVICES:

YES/NO	If so, please state which services is required:
	_____

The client appoints the architect who accepts the appointment to carry out the defined services for the project as recorded above, on the conditions and for the fees and disbursements provided for:

Client: \_\_\_\_\_ HVN Architects: \_\_\_\_\_

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_