



Australian
Institute of
Architects

2019 Client Architect Agreement (CAA2019)

REFERENCE

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REFERENCE

CLIENT ARCHITECT AGREEMENT



AGREEMENT MADE ON _____ / _____ / _____ BETWEEN:
(insert date when the last person signs)

THE CLIENT

Name _____
ABN _____ Client's representative _____
Address _____
Telephone _____
Email _____ Facsimile _____

Sign the section below only relevant to you:

By signing below, you agree to be bound by the terms and conditions of this Agreement:

1. If the Client is an individual,
individual trustee, or partnership:

Signed _____

2. If the Client is a corporation,
executed in accordance with section
127 of the *Corporations Act 2001*:

Signed _____

Signed _____

director/sole director

director/secretary

Date _____

Date _____

AND

THE ARCHITECT

The Architect is a person who
is registered by the relevant
Architects Registration Board.

Name _____ Registration No. _____
ABN _____ Architect's representative _____
Address _____
Telephone _____
Email _____ Facsimile _____

Sign the section below only relevant to you:

1. If the Architect is an individual,
individual trustee, or partnership:

Signed _____

2. If the Architect is a corporation,
executed in accordance with section
127 of the *Corporations Act 2001*:

Signed _____

Signed _____

director/sole director

director/secretary

Date _____

Date _____

FOR

the Project:

A brief description of the project scope: _____

located at the Site:

The address or location of the site for the Project: _____

Cost of Works forecast:

The initial forecast which is subject to change during the Project is:

For the definition, see section M.

\$ _____ (excl GST)

Defined terms are in **Bold**. For definitions, see **page 6**. Item means an item set out in **SCHEDULE B, page 11**.

A. SERVICES (SEE SCHEDULES A AND B)

A.1. Architect's Obligations

The Architect must:

1. deliver the **Services** described in this agreement with the reasonable skill, care and diligence expected of an architect who has experience with projects of a similar type, size, complexity and value to the **Project**;
2. act as the Client's agent for the **Project** and, if included in the **Services**, as required under the selected building contract;
3. maintain accurate records and keep the Client informed of progress at all stages by way of meetings, reports and other means;
4. notify the Client promptly when an instruction from the Client or any other requirement changes the scope of **Services** or requires services that are not delivered under this agreement;
5. notify the Client of any matter connected with the **Services**, that may give rise to an ethical or regulatory conflict of interest;
6. if a conflict of interest arises, notify the Client and (if required) suspend the services until the conflict is removed or the agreement is terminated under clause K, in which case clause K.2.2 applies;
7. comply with applicable **Code of Practice**; and
8. maintain all necessary registration and accreditations to deliver the **Services** in the state or territory of the **Site**.

A.2. Services or Responsibilities Not Included

Despite anything expressed or implied elsewhere in this agreement, the parties acknowledge and agree that:

1. the Architect is not responsible for ensuring the constructed **Project** complies with the building contract documents, but if the Architect performs contract administration services as part of the **Services**, will instruct the building contractor regarding requirements of the building contract documents according to the contract terms;
2. the Architect gives no express or implied warranty that the **Project** or the design is fit for the Client's purposes;
3. any natural materials selected for a project may change in appearance or dimension following exposure to use or climatic conditions and this is normal behaviour for such materials;
4. the scope of the **Services** does not include any services relating to or in connection with asbestos, other hazardous materials, or any other site contaminant;
5. on completion of the works, the Client is responsible for ongoing and regular maintenance of the **Project**, including its systems, finishes and equipment;
6. the Client bears the full risk and responsibility for items, materials, fixtures and fittings sourced or supplied and requested by the Client to be incorporated into the **Project**; and
7. the Client releases and indemnifies the Architect from any claim arising from or in connection with each of the acknowledgements and agreements in this clause A.2.

A.3. The Cost of Works

1. The Client agrees that its budget for the **Total Project Cost** appropriately takes into account the initial budget for the forecast **Cost of Works** set out on page 1 of this agreement.
2. The forecast **Cost of Works** may be revised during the **Project** and such revisions must be in accordance with advice of the Architect, any other consultant advice, tenders or offers received and any adjustments during construction.
3. Whenever revised forecasts of the **Cost of Works** are prepared, the Client and the Architect must first agree the revised forecast **Cost of Works**.
4. Forecasts of the **Cost of Works** are indicative only and do not guarantee the actual **Cost of Works**.

A.4. Program of Services

1. The Client must inform the Architect of the initial program for the **Project** and from this, the Client and the Architect will agree an initial program for the **Services**.
2. The parties may revise the initial program during the **Project** by mutual agreement.

A.5. Protracted Services

1. If the **Services** are protracted by any cause beyond the Architect's control:
 - a the Architect must promptly notify the Client of the cause and, where possible, the anticipated extent of the delay;
 - b the parties must meet to negotiate in good faith and agree a change to the **Fee** in accordance with clause D.8; and
 - c at that meeting, the parties must agree a revised program under clause A.4.2.
2. If the parties do not agree a change to the **Fee** and a revised program, the Architect may terminate this agreement effective immediately by giving the Client a notice and clause K.2.2 applies.

A.6. Suspended Services

1. If the **Services** are suspended for any reason by the Client or the Architect:
 - a the Architect is entitled to payment of all **Fees** and **Disbursements** due under this agreement up to the date the **Services** are suspended; and
 - b all other rights and entitlements of the Architect continue as though the suspension had not taken place.
2. If the **Services** are suspended by the Client or under clause D.3.3, the Architect is also entitled to reimbursement of all costs associated with the suspension, including resuming the **Services**.

B. CLIENT OBLIGATIONS

The Client agrees to:

1. appoint the Architect to act as its agent for the **Project** as necessary for the Architect to carry out the **Services**;
2. when a builder has been appointed and contract administration forms part of the **Services**, only issue instructions for the builder through the Architect;

3. agree with the Architect a reasonable budget for the **Cost of Works**;
4. provide all information required by the Architect to complete the **Services**;
5. cooperate fully with the Architect to ensure efficient and satisfactory progress through all stages of the **Project**, including prompt confirmation of approvals given for the **Services**;
6. engage directly the **Specialist Consultants** specified in Item 4, after consultation with the Architect, on the conditions in clause E.1;
7. allow the Architect reasonable access to photograph or otherwise record the **Project** before or after completion;
8. allow the Architect to publicise the **Project** including for marketing purposes or awards, unless the parties agree otherwise;
9. attribute the Architect in accordance with clause F.2;
10. comply with the Architect's reasonable requirements or directions in respect of access to the **Site**; and
11. notify the Architect of any details of the **Project** that the Client requires the Architect to keep confidential.

C. ADMINISTRATION

The parties acknowledge and agree that:

1. the Client authorises the Architect to proceed with the **Services**;
2. the person named in this agreement as the party's representative is authorised to exercise all rights, powers, authority and functions of the party it represents under this agreement; and
3. either party may, at any time, replace its nominated representative and must notify the other party of any such replacement.

D. FEES (SEE SCHEDULE B)

D.1 Fees payable

In exchange for delivering the **Services**, the Client must pay to the Architect:

1. the **Fee**; plus
2. all adjustments to the **Fee** as determined in accordance with the agreement; plus
3. **Disbursements**, if applicable.

D.2 Submitting Claims

The Architect may each month submit to the Client one claim for payment (including GST) in the form of a tax invoice. The claim must clearly state those amounts that relate to the **Fee** and **Disbursements** being claimed.

D.3 Paying Claims

1. The Client must pay the amount in a claim for payment (including GST) within 10 business days after receiving it.
2. The Client must pay interest at the rate set out in Item 7 on all payments not made by the date for payment set out in the agreement. Interest is calculated from the date that payment was due.
3. The Architect is entitled to suspend the provision of **Services** if any payment under this agreement is overdue and clause A.6 applies.
4. The total lump sum fee or percentage fee stated in Item 1, overrides any error, omission or ambiguity in the amounts allocated to the separate components of the **Services** in Item 1 or claimed at any stage prior to the final claim for payment.

D.4 Percentage Fee

1. If a percentage fee is selected and applies under Item 1 for a component of the **Services**, the total **Fee** the Client must pay for that component is that percentage multiplied by the **Cost of Works**.
2. Subject to clause D.4.3, percentage fees are calculated and adjusted progressively against the forecast **Cost of Works** and are subject to final adjustment against the final **Cost of Works** when known.
3. The Client is not be entitled to recover any part of the **Fees** that it has previously paid to the Architect for **Services** that have been performed if the scope of **Services** is reduced or the **Project** has changed, reducing the final **Cost of Works**.

D.5 Lump Sum Fee

If a lump sum fee is selected and applies for a component of the **Services** under Item 1, the total **Fee** the Client must pay for that component is the amount stated in Item 1.

D.6 Hourly Rate Fee

1. If an hourly rate fee is selected and applies under Item 1 for a component of the **Services**, the total **Fee** the Client must pay for that component is the hourly rate in Item 2 multiplied by the number of hours of each employee engaged in providing the component of the **Services**.
2. If the Client requests, the Architect must, within 7 days of the request, give the Client time sheets or other records to show all actual hours spent on the **Project**.
3. Hourly rates in Item 2 are subject to annual review in line with the Consumer Price Index (All Groups).

D.7 Disbursements

1. The Client must either pay to or reimburse the Architect those **Disbursements** listed in Item 3.
2. **Disbursements** are subject to an additional 15% fee to cover the Architect's administration costs where indicated in Item 3 and this cost will be payable at the same time as the payment or reimbursement of the **Disbursement**.

D.8 Change to the Services

1. If during the course of this agreement, the Architect considers that the **Project** requires a greater or reduced scope of **Services**, the parties must negotiate and agree:
 - a the changed scope of **Services**;
 - b the changes to the **Fee** in Item 1 and any **Disbursements** in Item 3 (as appropriate);
 - c the date which any changes will take effect; and
 - d the reimbursement due to the Architect if any **Services** the subject of the change have already been performed.
2. If the parties agree to a change under clause D.8.1:
 - a the parties must record their agreement to each of those changes in writing;
 - b the **Services** and **Fees** under this agreement will be varied as from the date agreed by the parties; and
 - c in the case of any agreed reimbursement for **Services** performed, the Architect will be entitled to include this amount in its next claim for payment.

3. If the parties cannot agree on the changed scope of **Services**, or a changed **Fee**, then either:
- the **Services** and the **Fee** will continue to apply without change; or
 - if the Architect is no longer able to perform the **Services** because the parties cannot agree to a change, the Architect may terminate this Agreement provided that it has given the Client 10 business days' notice of the intention to terminate, and clause K.2.2 applies.

E. SPECIALIST CONSULTANTS (SEE SCHEDULE B)

E.1 Specialist Consultant engagement

- The Architect and the Client agree the Project will require the services of the specialist consultants specified in Item 4 (the **Specialist Consultants**).
- Item 4 indicates those **Specialist Consultants** to be engaged directly and paid by the Client, as well as those to be engaged directly and paid by the Architect as part of the **Fees**.
- In relation to any **Specialist Consultant** engaged directly and paid by the Client, the Client will engage each **Specialist Consultant** on the basis that:
 - the Client must pay the **Specialist Consultant** all its fees and disbursements and the Client may seek the Architect's confirmation that the **Specialist Consultant's** services as invoiced have been delivered;
 - the Architect is authorised and responsible for coordinating the **Specialist Consultant's** services;
 - the Architect is not responsible for the services delivered by the **Specialist Consultant**; and
 - the Architect can use, and rely upon, the **Specialist Consultant's** deliverables to the extent required for performance of the **Services**.

E.2 Additional Specialist Consultants

If the Architect and the Client agree that additional **Specialist Consultant** services are required beyond those specified in this agreement, such additional consultants may be:

- engaged directly and paid by the Client; or
- if the parties agree to a change under clause D.8, engaged directly and paid for by the Architect.

F. INTELLECTUAL PROPERTY

F.1 Copyright

- The Architect retains copyright in all **Services**, design concepts, drawings and documents produced or delivered under this agreement (**The Design**).
- The Architect grants the Client an express, non-exclusive, non-transferrable, revocable licence to use **The Design** only for the **Project** on the **Site**, subject to the conditions that:
 - no licence is granted or implied under this agreement other than the express licence in this clause F.1.2;
 - the licence may be revoked by the Architect if any invoice that the Architect is entitled to submit under this agreement is overdue. The licence will be automatically reinstated when the Architect's receives all overdue amounts; and

- the licence is automatically revoked by any event or action by the Client or a third party that changes or attempts to change the Client's ownership or legal interest in the **Site** in any way, in which case the Client may request the Architect's consent to reinstate the licence and the Architect's consent must not be unreasonably withheld.

- The Client warrants that it will not:
 - use **The Design** on another site;
 - attempt to assign the licence to use **The Design**; or
 - provide or disclose **The Design** to a third party;
 unless the Architect has given the Client prior written consent to do so.
- If the Client's use of **The Design** is inconsistent with or in breach of this clause F.1, the Client indemnifies the Architect from all costs (including legal costs) it may incur.
- On completion of all **Services** under this agreement and on full payment of all invoices that the Architect is entitled to submit under it, the licence in clause F.1.2 becomes irrevocable.

F.2 Moral Rights

- The Architect must be attributed in all information containing a 2- or 3-dimensional representation of the **Project**, or a part of it, whether the **Project** is complete or not.
- The form of attribution that must be used is set out in Item 5.

F.3 Electronic Data Transfer

The Client agrees that:

- the Architect may issue data electronically to all parties involved in the **Project**;
- the Architect is not responsible for the accuracy, completeness or any contamination of electronically transmitted data; and
- the cost of preparing or converting digital data is to be reimbursed by the Client, as set out in Item 3.

F.4 Building Information Modelling

If the parties agree to use **BIM** in the delivery of the **Services** and specify the relevant protocol applicable to **BIM** under this agreement in SCHEDULE A, the **Services** must comply with the expressly stated protocol (if any).

G. INSURANCES AND LIABILITY (SEE SCHEDULE B)

G.1 Insurances

For the duration of this agreement, the Architect must maintain:

- professional indemnity insurance, for not less than the value stated in Item 6;
- public liability insurance, for not less than the value stated in Item 6; and
- insurance to cover liability for its employees in accordance with statutory requirements.

G.2 Liability

To the maximum extent permitted by law:

- subject to subclauses 2 and 3 below, the Architect's maximum aggregate liability to the Client under this agreement (including the performance or non-performance of the **Services**), whether under the law of contract, in tort, in equity, under statute or

otherwise, is limited to the net amount actually recovered under the Architect's professional indemnity insurance policy and;

2. the Architect has no liability to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement); and
3. if any of this clause G.2 is void as a result of section 64 of the Australian Consumer Law (or equivalent state or territory legislation) then the Architect's liability for a breach of a condition or warranty is limited to (at the Architect's election):
 - a supplying the relevant **Services** again; or
 - b the payment of the cost of having the **Services** supplied again by the Architect.

H. GENERAL CONDITIONS

1. Any consent, approval, request, notification or notice given or required under this agreement must be given in writing (which includes email).
2. Variations to this agreement agreed between the parties will not be effective unless and until put in writing (which includes email).
3. Except by operation of law, neither party can assign, novate or transfer this agreement without obtaining the prior consent of the other party.
4. The applicable law of this agreement is the law of the State or Territory in which the **Site** is located, unless it is outside Australia, in which case it is the law of the state or territory of the Architect's address stated in this agreement.
5. Nothing in this agreement makes ineffective, or reduces, the protection at law from liability which either party is entitled to in the State or Territory of the applicable law.
6. This agreement supersedes all prior agreements, representations or understandings between the Client and the Architect in relation to the Project and constitutes the entire agreement.
7. This agreement applies to all services delivered by the Architect before the formal execution of this agreement.
8. A notice or other document that is sent in connection with this agreement by mail will be deemed to have been received 3 business days (7 business days in the case of overseas mail) after it is posted.
9. If a notice is sent by email after 5.00pm, the email will be deemed to have been delivered at the beginning of the next business day.
10. Unless otherwise stated, all figures are in Australian dollars and are exclusive of GST.

J. DISPUTE RESOLUTION

1. Without limiting the Architect's rights under clause D.3.3, if a dispute arises out of or in relation to this agreement, the Client and the Architect must continue to perform their obligations under the agreement.
2. When a dispute arises:
 - a either party may deliver a notice to the other party outlining the details of the dispute and requiring a meeting within five business days of the date of the notice to make a bona fide attempt to resolve the dispute or difference;

- b if the dispute is not resolved by the meeting or if the parties fail to meet, either party may submit the dispute to mediation by delivering to the other a proposal of mediation;
- c a proposal of mediation must state the name of a mediator accredited by the Resolution Institute in the state or territory of the law that applies, who is independent and willing to act;
- d if the parties do not agree on the mediator within five business days after the proposal is delivered, the Chair of the Resolution Institute in the place of the law that applies, must be requested to nominate the mediator;
- e the mediation must then proceed in accordance with the rules of the Resolution Institute for mediation except that in no case will one party be required to pay more than half of the costs of mediation; and
- f if the parties are unable to resolve the dispute by mediation, confirmed by the mediator in writing, either party may only then take legal action to resolve the dispute.

K. TERMINATION

K.1 Termination for the Client's breach

1. Without affecting other rights or entitlements, the Architect may terminate this agreement immediately by notice if, in the opinion of the Architect, the Client breaches or does not strictly comply with a material provision of this agreement. Material provisions of the agreement include (but are not limited to) clauses B and D.3. The Architect's notice must identify the material provision that the Client has breached.
2. If the Agreement is terminated under this clause K.1 or clause D.8.3, without prejudice to any claim the Architect may have against the Client, the Client must pay:
 - a the amount due to the Architect for all **Services** completed prior to the termination date; and
 - b the amount for all **Services** carried out and costs or expenses incurred in connection with the **Services** by the Architect, up to and including the termination date.

K.2 Termination without reason

1. The Architect may at any time, without reason, terminate this agreement by giving 30 business days' notice to the Client.
2. Unless otherwise agreed in writing, on termination of this agreement under clause K.2.1 or as otherwise provided in this agreement:
 - a the Client must pay:
 - the amount due to the Architect for all **Services** completed prior to the termination date; and
 - the amount for all **Services** carried out and costs or expenses incurred in connection with the **Services** by the Architect, up to and including the termination date; and
 - b the Architect must, on receipt of payment, issue to the Client a copy of the relevant documents relating to the **Services** up to the date of termination; and
 - c the Client will have no claim in relation to the adequacy or completeness of any documents delivered by the Architect under clause K.2.2.b.

K.3 Termination for the Architect's breach

The Client may immediately terminate the Agreement by notice to the Architect, if the Architect:

1. is insolvent or bankrupt (whichever applicable); or

- commits a material breach of its obligations under clause A.1 or G.1 of this Agreement and has failed to remedy the breach within 10 business days after receiving a written notice from the Client that specifies the breach and includes a reference to this clause K.3.2.

L. SPECIAL CONDITIONS

The parties agree to the special conditions stated in SCHEDULE C. These special conditions apply to and take precedence over all other terms of this agreement.

M. DEFINITIONS

Defined terms have the meaning given on page 1 of this agreement and unless the context otherwise requires:

BIM means Building Information Modelling software and forms of digital data, or equivalent digital technologies and processes from time to time.

Code of Practice means the Australian Institute of Architects' Code of Conduct (if applicable) and where the **Services** are performed in:

- New South Wales, the code of conduct issued under the *Architects Act 2003* (NSW) or the *Architects Regulation 2017* (NSW);
- Victoria, the code of conduct issued under the *Architects Act 1991* (Vic) or the *Architects Regulations 2015* (Vic);
- Queensland, the code of conduct issued under the *Architects Act 2002* (QLD) or the *Architect's Regulation 2003* (QLD);
- Western Australia, the code of conduct issued under the *Architects Act 2004* (WA) or the *Architects Regulation 2005* (WA);
- Tasmania, the code of conduct issued under the *Architects Act 1929* (TAS) or the *Architects Regulations 2008* (TAS);
- South Australia, the code of conduct issued under the *Architectural Practice Act 2009* (SA) or the *Architectural Practice (General) Regulations 2010* (SA);
- Northern Territory, the code of conduct issued under the *Architects Act* (NT) or the *Architects Regulations* (NT); and
- Australian Capital Territory, the code of conduct issued under the *Architects Act 2004* (ACT) or the *Architects Regulation 2004* (ACT),

as amended or replaced from time to time.

Cost of Works is the final cost of all work designed, specified or scheduled by the Architect, including all work designed, specified or scheduled by **Specialist Consultants** coordinated by the Architect, including:

- The final adjusted contract price (excluding GST) in accordance with a building contract for the Project, plus;
- The equivalent final cost (excluding GST) of work or items supplied by the Client to the building contractor (as if provided by the building contractor under the building contract), plus;
- The final cost (excluding GST) of any part of the **Project** provided under a contract other than the building contract,

But excludes GST and the fees, costs and charges of:

- An authority, agency or tribunal;
- Any other consultant; and
- In connection with finance, removal or relocation.

Disbursement means the disbursements payable in accordance with clause D.7, as set out in Item 3.

Fee means the fee for **Services** set out in Item 1 and calculated in accordance with clause D and includes the **Mobilisation Fee**, if applicable.

Mobilisation Fee means the lump sum amount set out in Item 1 (if any) to be paid by the Client to the Architect within 5 business days of the date of this Agreement and is a non-refundable advance payment for **Services** delivered under this agreement.

Project means the design and the construction of a building on the Site, briefly described on page 1 of this agreement.

Services means the services described in SCHEDULE A.

Site means the location identified on page 1 of this agreement.

Specialist Consultant has the meaning given in clause E.1.

The Design has the meaning given in clause F.1.

Total Project Cost is the **Cost of Works** plus all other costs to the Client associated with the **Project**, including but not necessarily limited to:

- removal and relocation costs
- design and construction contingencies, including escalation costs
- architectural, consultant and other professional fees
- authority fees and charges
- legal fees
- landscaping
- loose or unaffixed furniture, fittings and equipment
- finance charges, marketing and promotional costs.

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SCHEDULE A_ SCOPE OF SERVICES

The parties should mark a **box** in each line item below (as applicable) and add any additional services which are required using the space provided.

This **Schedule A** sets out the services that are included and those available at an “additional cost” under this agreement. Only those marked as “**included**” will form part of the services under this agreement. Where no box has been marked for a line item, or in the case of an ambiguity, that item is “**excluded**” from the services.

A CORE ARCHITECTURAL SERVICES

A.1 Concept Design

Pre-design:	Included	Excluded	Additional
• obtain the Client’s design brief and other requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange, attend and record meetings with the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide recommendations for the appointment of other Specialist Consultants as required, including their fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• attend the Site and visually assess site conditions and constraints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• make initial inquiries regarding authority regulations and requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design:	Included	Excluded	Additional
• arrange, attend and record meetings with the Client, authorities, other consultants and other relevant parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• undertake preliminary assessment of authority regulations and requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare sketches, diagrams and other information to adequately explain the concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare design briefs for other consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate a preliminary forecast of the Cost of Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• undertake preliminary selection of materials and finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide Client with copies of design documentation in PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate cost consultant’s forecast of the Cost of Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approvals:	Included	Excluded	Additional
• obtain the Client’s written approval of the Concept Design documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client’s written approval to proceed with Design Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client’s written approval to prepare the Town Planning/Development Application, where required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A.2 Design Development

Developed design:	Included	Excluded	Additional
• develop the approved Design Concept and present documents and other information to adequately explain the developed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange, attend and record meetings with the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange, attend and record meetings with authorities, other consultants and other relevant parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate the work of other Specialist Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide schedule of proposed materials and finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• review the developed design against the budget and coordinate the preparation of an updated forecast of the Cost of Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• consult and attend preliminary meetings with relevant authorities regarding the developed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approvals:	Included	Excluded	Additional
• obtain the Client’s written approval of the developed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client’s written approval to submit Planning/Development Application, when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client’s written approval to proceed with Construction Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



A.3 Planning/Development Application	Included	Excluded	Additional
• confirm statutory authority requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• attend pre-application meetings with relevant authorities prior to submission of formal application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare application, including plans, diagrams, analyses, studies, reports and other information for the submission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate required Specialist Consultants on behalf of the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assist the Client with lodging formal application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate preparation of an updated forecast of the Cost of Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A.4 Construction Documentation

Documents:	Included	Excluded	Additional
• arrange, attend and record meetings with the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate and integrate the work of other Specialist Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare drawings including plans, elevations and sections, together with other details and schedules to be submitted for statutory approval to construct the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare specifications in accordance with the drawings and the Client's requirements describing the quality of materials, finishes and quality of work necessary to be submitted for statutory approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• submit required documents for statutory approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare further drawings, specifications and schedules to enable the construction of the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate the preparation of a pre-tender forecast of the Cost of Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide recommendations to the Client on the preferred method of building contractor selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Approvals:	Included	Excluded	Additional
• obtain the Client's written approval to submit for statutory approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client's written approval of all construction documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• obtain the Client's written approval to proceed with building contractor selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A.5 Contractor Selection

Undertake one of the following two methods (1) or (2) for the selection of a building contractor:

(1) Tender:	Included	Excluded	Additional
• assist Client in determining the preferred tender process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare tender documents and issue to all tenderers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• respond to enquiries from tenderers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• receive and open the tenders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• together with the cost consultant, if any, assess the tenders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• negotiate with the preferred tenderer if required to obtain an offer acceptable to the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare reports on tenders and recommendation for Client acceptance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) Negotiated Offer:	Included	Excluded	Additional
• assist Client in determining the preferred negotiation process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• issue relevant documents to the prospective building contractor to describe the scope of the works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange and coordinate negotiations and enquiries with the prospective building contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• together with the cost consultant, if any, assess all submissions from the prospective building contractor required to establish the contract price and final project scope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare report and provide recommendations for Client acceptance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Approvals:	Included	Excluded	Additional
• obtain the Client’s written approval to prepare the contract documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A.6 Contract Administration

Pre-construction:	Included	Excluded	Additional
• prepare one draft of the contract documents in the form previously approved by the Client in the ‘Contractor Selection’ phase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange for signing and execution of the building contract documents by the building contractor and owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Construction:	Included	Excluded	Additional
• administer the building contract under its terms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• issue copies of construction documentation to the building contractor and issue amended documents as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• report regularly to the Client regarding time, cost and progress of the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• visit the Site periodically to observe the general conformance of the construction works with the building contract documents and instruct the building contractor regarding design quality control, materials selections and performance in regard to the building contract documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange, attend and arrange for recording of site meetings at regular intervals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• review shop drawings and submissions by the building contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide the building contractor with instructions, supplementary details and clarification of the contract documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate the construction services provided by other Specialist Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assess and determine variations and obtain Client approvals in writing when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assess and determine the building contractor’s progress claims and issue progress certificates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assess the building contractor’s claims for adjustments of time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• adjust prime cost and provisional sums and other monetary sums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• instruct the building contractor in regard to incomplete work and rectification of any defects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assess and determine practical completion and issue the notice of practical completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Post-construction:	Included	Excluded	Additional
• during the defects liability period, instruct the building contractor in regard to incomplete work and rectification of defects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• if required, advise the Client and coordinate the procedure for the rectification of any defective work by others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assess and determine final completion and issue the final certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Additional Architectural Services

B.1 Feasibility Study	Included	Excluded	Additional
• establish with the Client the project objectives and constraints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• arrange, attend and record meetings with the Client, consultants and other relevant parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• review statutory planning controls and guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• analyse Site opportunities and constraints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare relevant functional relationship and spatial diagrams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• determine key financial indicators for the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide report of findings and recommendations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B.2 Record documents	Included	Excluded	Additional
• undertake detailed photographic survey of existing Site and buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• coordinate survey of existing Site and building conditions by Specialist Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• undertake detailed existing building measurement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare drawings showing existing buildings, visible services and finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare record documents showing completed buildings, visible services and finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.3 Planning/Development Application: Negotiation	Included	Excluded	Additional
• arrange, attend and record meetings with the Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• as directed by the Client, negotiate and attend meetings with relevant authorities, adjoining owners or other relevant parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare additional drawings and documentation and/or amend existing drawings and documentation to comply with additional authority requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• submit additional or revised documentation to the relevant authority for endorsement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assist the Client in preparing instructions for relevant Specialist Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• prepare additional documentation or evidence for planning courts or tribunals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• attend hearings and give evidence at planning courts/tribunals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.4 Illustration	Included	Excluded	Additional
• provide 2D marketing drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide 3D illustrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide digital animations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.5 Trade Package Documentation	Included	Excluded	Additional
• assist Client-appointed programmer (or programmer appointed by selected building contractor/ construction manager/ project manager) in preparation of agreed program trade documentation packages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide documentation, including relevant drawings, specifications and schedules in trade package format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide matching specification for each trade package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide set of standard preliminaries suitable for inclusion with all trade package documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• co-ordinate Client-appointed consultants in preparing trade package documentation for specialist sections of the works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assist Client-appointed building contractor/construction manager/project manager in responding to queries from trade contractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.6 Other Services	Included	Excluded	Additional
• Preparing for Planning tribunal proceedings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Preparing additional documentation for Planning tribunal proceedings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Co-ordinating on behalf of Client relevant Specialist Consultants to attend Planning tribunal proceedings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Attending Planning tribunal proceedings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• administer the procedures under the building contract for a dispute between the parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• preparing for court or tribunal proceedings for dispute under the building contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• co-ordinating on behalf of Client relevant Specialist Consultants to attend mediation, arbitration, court or tribunal proceedings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• attending mediation/arbitration proceedings for dispute under the building contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• attending court or tribunal proceedings for dispute under the building contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE B_ SCHEDULED ITEMS

ITEM 1.			
PERCENTAGE FEES (EXCL. GST)	Service (see Schedule A)	Amount of percentage fee allocated to each service component:	
See clause D.1 and D.4	A.1 Concept design	%	
	A.2 Design development	%	
	A.3 Planning/Development Application	%	
	A.4 Construction documentation	%	
	A.5 Contractor selection	%	
	A.6 Contract administration	%	
	B.1 Feasibility study	%	
	B.2 Record documents	%	
	B.3 Planning/Development Application: Negotiation	%	
	B.4 Illustration	%	
	B.5 Trade package documentation	%	
	B.6 Other services	%	
	Total Percentage Fee (ex. GST):		%

LUMP SUM FEES (EXCL. GST)	Service (see Schedule A)	Amount of lump sum fee allocated to each service component (excl. GST):	Tick box if Hourly Rates apply (see Item 2)
See clauses D.1, D.4 and D.6	A.0 Mobilisation Fee*	\$	
	A.1 Concept design	\$	<input type="checkbox"/>
	A.2 Design development	\$	<input type="checkbox"/>
	A.3 Planning/Development Application	\$	<input type="checkbox"/>
	A.4 Construction documentation	\$	<input type="checkbox"/>
	A.5 Contractor selection	\$	<input type="checkbox"/>
	A.6 Contract administration	\$	<input type="checkbox"/>
	B.1 Feasibility study	\$	<input type="checkbox"/>
	B.2 Record documents	\$	<input type="checkbox"/>
	B.3 Planning/Development Application: Negotiation	\$	<input type="checkbox"/>
	B.4 Illustration	\$	<input type="checkbox"/>
	B.5 Trade package documentation	\$	<input type="checkbox"/>
	B.6 Other services	\$	<input type="checkbox"/>
Total Lump Sum Fee (ex. GST):		\$	

* Note: an applicable Code of Practice may prohibit or impose a cap on the amount of any Mobilisation Fee payable.

ITEM 2.			
HOURLY RATES (EXCL. GST)	Personnel	Hourly rate	
See clause D.6	Principal/Director	\$	per hour (excluding GST)
	Team Leader	\$	per hour (excluding GST)
	Senior Architect	\$	per hour (excluding GST)
	Architect	\$	per hour (excluding GST)
	Graduate	\$	per hour (excluding GST)
	Technician	\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)

ITEM 3.					
DISBURSEMENTS (EXCL. GST)	Item	Tick box if :			Rate or basis to be charged (excluding GST unless stated otherwise)
		Client to Pay	Reimbursement to Architect	Admin Fee	
See clause D.7	Fees, taxes, levies or charges paid to authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Advertisements and notices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Special presentation material, models, perspectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Rental of special equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Digital data file transfers and digital file conversions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Photographic records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Courier and parcel postage services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Copies of documents other than to Client for Client's own use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Colour reproductions of documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Building contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Travel time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Vehicle use beyond 30km from office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Interstate, intrastate, or overseas travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ITEM 4.		Tick box if :		
SPECIALIST CONSULTANT	Consultant	Client to engage	Architect to engage	Notes
See clause E.1	Cost consultant	<input type="checkbox"/>	<input type="checkbox"/>	
	Land surveyor	<input type="checkbox"/>	<input type="checkbox"/>	
	Quantity surveyor	<input type="checkbox"/>	<input type="checkbox"/>	
	Structural/civil engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Mechanical engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Electrical engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Hydraulic engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Fire services engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Vertical Transport Engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Certification (building surveyor)	<input type="checkbox"/>	<input type="checkbox"/>	
	Planning consultant	<input type="checkbox"/>	<input type="checkbox"/>	
	Geotechnical engineer	<input type="checkbox"/>	<input type="checkbox"/>	
	Landscape architect	<input type="checkbox"/>	<input type="checkbox"/>	
	Interior design consultant	<input type="checkbox"/>	<input type="checkbox"/>	
	ESD Consultant	<input type="checkbox"/>	<input type="checkbox"/>	
	Heritage Consultant	<input type="checkbox"/>	<input type="checkbox"/>	
	Façade Engineer	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	

ITEM 5.	
FORM OF ATTRIBUTION	Insert the preferred form of attribution of the Architect's Moral Rights:
See clause F.2	

ITEM 6.			
INSURANCES AND LIABILITY	Details		
See clause G.1	Professional Indemnity Insurance	Not less than: \$	
	Public Liability Insurance	Not less than: \$	

ITEM 7.	
INTEREST	
See clause D.3.2	% per annum
	If nothing stated, the applicable interest rate is 15% per annum.



**Australian
Institute of
Architects**

This agreement is 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 they are not in conflict with the law applicable in the state or territory concerned.

The Royal Australian Institute of Architects Ltd trading as the Australian Institute of Architects.

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