

CLIENT/ PROFESSIONAL AGREEMENT

FOR ARCHITECTURAL SERVICES

Project

Client:

Architectural Professional:

GERICKE ARCHITECTURAL SERVICES – JOHAN GERICKE D2869

This agreement has been compiled by the South African Institute of Architectural Technologists (SAIAT) for free use by architectural professionals.

The parties who make use of this agreement indemnifies SAIAT against all claims that may arise out of the use of this agreement.



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The South African Institute of Architectural Technologists
Die Suid-Afrikaanse Instituut van Argitekstegnoloë

Building Professionals to Build the Future!

1.0 DEFINITIONS AND INTERPRETATION

1.1 Where the words and phrases are highlighted in the text of this agreement they shall bear the meaning assigned to them in clause 1.2 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

1.2 Definitions:

In this document, unless the context otherwise indicates, an expression or word to which a meaning has been assigned in the **Act**, shall bear the same meaning, and:

act means the **Architectural Profession Act, 44 of 2000**

agreement means a written **agreement** between the **client** and any other party

architectural professional means a person registered in terms of the **Architectural Profession Act, 44 of 2000**, under a specific category of registration, or the **architectural professional 's** architectural professional constituted as a legal persona appointed to provide the architectural service for the **project**

board notice means the notice containing the professional fees guideline which, in terms of section 34(2) of the **act** is published annually by **SACAP** in the Government Gazette

budget means the anticipated cost of the **project** and/or **works**; provided that estimates on which the **budget** is based, shall be deemed to be valid for a period not exceeding 3 months

building contract means the **JBCC** Principal Building Agreement (PBA) or the **JBCC** Minor Works Agreement (MWA) or such other building **contract** entered into between the **client** and the **contractor**

Category of Registration means the category in which a person who is competent to undertake the range of work as specified in respect of each category, who may register in the **architectural profession** in terms of Section 18(1) of the Act; provided that specialized services may only be performed by a registered person meeting the defined requirements.

The categories in which a person may register with **SACAP** are:

- a) Professional, which is divided into:
 - (i) Professional Architect or
 - (ii) Professional Senior Architectural Technologist
 - (iii) Professional Architectural Technologist
 - (iv) Professional Architectural Draughtsperson
- (b) Candidate, which is divided into:
 - i) Candidate Architect
 - (ii) Candidate Senior Architectural Technologist
 - (iii) Candidate Architectural Technologist
 - (iv) Candidate Architectural Draughtsperson
- (c) Specified categories prescribed by the Council.

client means the party appointing the **architectural professional** to perform the services or any part thereof referred to in this document

consultant means **professional** person/s or entity/entities appointed by the **client** to provide services with respect to the **project**

construction documentation means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other details and descriptions as are within the reasonable competence of an **architectural professional** which are sufficient to indicate the scope of the **works**

contract means an agreement entered into by the **client** with a **contractor** for the execution of the **works** or part thereof; may also be referred to as the **building contract**

contractor means the entity or entities contracting with the **client** for the execution of the **works** or part thereof

inspection means such periodic visits to, or in connection with the **works**, by the **architectural professional** as are necessary to establish conformity of the work to the **contract** documentation and National Building Regulations, and to provide on-site clarification and further information during the progress of the work; **inspect** shall carry the same meaning

JBCC means the Joint Building Contracts Committee, (JBCC) suite of **contract** documentation

practical completion means the stage of completion where the **works** or a section thereof as certified by the **principal agent**, is substantially complete and can effectively be used for the purpose intended

principal agent means the person appointed to fulfill the obligations of the agreed form of contract.

principal consultant means the person authorised by the **client** to lead the **consultants**.

project means the development for which the **architectural professional** and **consultants** are appointed and may not be limited to the **works**

SACAP means the South African Council for the Architectural Profession

schedule means the part of this document that contains the variables

Schedule of Fees means the attached document setting out the manner in which the professional fees will be calculated (quotation, cost estimate)

works means all work executed or intended to be executed according to the **building contract**

1.3 Interpretations

In formal service agreements and contracts, unless inconsistent with the context:

The words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicate an act required to be carried out in writing.

The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include juristic persons.

All monetary amounts exclude tax, which tax shall be added to any amounts which become due and payable.

Notice in terms of service agreements shall be deemed to have been duly received when:

- Delivered by hand - on the day of delivery
- Sent by prepaid registered post - 7 (seven) days after posting
- Sent by telefax - 3 (three) days after transmission
- Sent by e-mail - 3 (three) days after transmission

2.0 STANDARD SERVICES

The standard services for which the **architectural professional** is responsible are set out below:

2.1 STAGE 1: INCEPTION

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

- the **client's** brief
- the site and rights and constraints
- budgetary constraints
- the need for **consultants**
- **project** programme
- methods of contracting

2.2 STAGE 2: CONCEPT AND VIABILITY (CONCEPT DESIGN)

2.2.1 Prepare an initial design and advise on:

- the intended space provisions and planning relationships
- proposed materials and intended building services
- the technical and functional characteristics of the design

2.2.2 Check for conformity of the concept with the rights to the use of land.

2.2.3 Review the anticipated costs of the **project**.

2.2.4 Review the **project** programme.

2.3 STAGE 3: DESIGN DEVELOPMENT

2.3.1 Confirm the scope and complexity.

2.3.2 Review the design and consult with local and statutory authorities.

2.3.3 Develop the design, construction system, materials and components.

2.3.4 Incorporate and co-ordinate all services and the work of **consultants**.

2.3.5 Review the design, costing and programme with the **consultants**.

2.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

2.4.1 Prepare documentation sufficient for local authority submission:

- co-ordinate technical documentation with the **consultants** and complete primary co-ordination
- prepare specifications for the **works**
- review the costing and programme with the **consultants**
- obtain the **client's** authority and submit documents for approval

2.4.2 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 offers and recommend on the award of the **building contract**.
- prepare the **contract** documentation and arrange for the signing of the **building contract**.

2.5 STAGE 5: CONSTRUCTION

- 2.5.1 Administer the **building contract**.
- 2.5.2 Give possession of the site to the **contractor**.
- 2.5.3 Issue **contract documentation**.
- 2.5.4 Initiate and/or check sub-contract design and documentation as appropriate.
- 2.5.5 **Inspect** the **works** for conformity to the contract documentation.
- 2.5.6 Administer and perform the duties and obligations assigned to the **principal agent** in the **JBCC building contract**, or fulfil the obligations provided for in other forms of **contract**
- 2.5.7 Issue the certificate of **practical completion**
- 2.5.8 Assist the **client** to obtain the occupation certificate

2.6 STAGE 6: CLOSE OUT

- 2.6.1 Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**.
- 2.6.2 After the **contractor's** obligations with respect to the **building contract** are fulfilled, the **architectural professional** shall issue the certificates related to **contract** completion.
- 2.6.3 Provide the **client** with as-built drawings and relevant technical and contractual undertakings by the **contractor** and sub-contractors.

3.0 PARTIAL SERVICES AND ADDITIONAL SERVICES

3.1 PARTIAL SERVICES

Partial and additional services may be agreed upon, the options most regularly utilised are:

- 3.1.1 appointed as **architectural professional and principal consultant** (not as **principal agent**)
- 3.1.2 appointed as design **architectural professional** (design only)
- 3.1.3 appointed as **architectural professional** of record (design by others, can be **principal agent**)
- 3.1.4 appointed as **principal agent** only
- 3.1.5 appointed as **architectural professional** to work stage 4.1 (documentation to achieve approval only)

3.2 ADDITIONAL SERVICES

The following services are additional to the standard service and rank for Additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the **client** and the **architectural professional**:

3.2.1 Special design services

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, which may include:

- 3.2.1.1 Rational design by other consultants - participate in the preparation of rational designs

- 3.2.1.2 Town planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities
- 3.2.1.3 Master planning - defining and planning the layout of future development of buildings and/or services on the same site
- 3.2.1.4 Landscape design - participation in landscape planning and construction
- 3.2.1.5 Interior design - the design of interiors and the selection of furnishings, fixtures and special finishes
- 3.2.1.6 Liaison with special designers and specialist consultants
- 3.2.1.7 Purpose-made items - the design and documentation of purpose-made items
- 3.2.1.8 Promotional material and art work - participation in the preparation of promotional material
- 3.2.1.9 Plant operation and production layouts - participation in the definition of plant operation layouts

3.2.2 Special management services

- 3.2.2.1 Elaboration of architectural professional s' services including inter alia: the preparation of broad project parameters, project scope statements, project milestones, budget and cash flow forecasts, tender enquiry documentation, contractor and supplier selection, adjudication and tender awards, progress status monitoring, variations management, quality management, communication management, payment processing and final account close outs
- 3.2.2.2 Cost and valuation services - participation in the administration of costs and payments where a quantity surveyor has not been appointed
- 3.2.2.3 Special inspections - more intensive inspections and assessment of the works than the norm to assess compliance with specifications

3.2.3 Special studies

- 3.2.3.1 Preparation of the client's brief - assist the client in the preparation of his requirements with regard to the purpose, scope, use of and operation of the project
- 3.2.3.2 Site selection - research the suitability and location of a site for a proposed project
- 3.2.3.3 Feasibility studies - participation in technical and/or economic feasibility studies
- 3.2.3.4 Environmental studies - participation in environmental studies
- 3.2.3.5 Energy analysis studies and planning
- 3.2.3.6 Energy studies - participation in energy studies
- 3.2.3.7 Market surveys - participation in market surveys
- 3.2.3.8 Traffic studies - participation in traffic flow studies

3.2.4 Work on existing premises

- 3.2.4.1 Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed
- 3.2.4.2 Restorations and renovations - services in connection with work on existing buildings
- 3.2.4.3 Heritage buildings - services in connection with work on heritage buildings
- 3.2.4.4 Services in connection with demolition permits of existing buildings

3.2.5 Other Services

3.2.5.1 Participation in litigation and dispute resolution (where a concurrent service is rendered)

3.2.5.2 Mutually agreed additional services

4. FEES FOR PROFESSIONAL SERVICES

4.1 Basis of fees agreement

4.1.1 The **client** agrees to pay the **architectural professional** the fees for the services as recorded in the formal **agreement** entered into by the parties.

4.1.2 Where a **project** cost based fee is applied, the final fee is calculated on the final cost of the **works**.

4.2 Project cost based fees for standard and partial services

4.2.1 The fees consist of a base fee and a percentage of project cost; these derive from bracketed project values and are determined annually by **SACAP** and published as a **board notice**.

4.2.2 For a partial service, assuming the fee is a project cost based fee, the percentage of the fee for each work stage to be performed is agreed between **client** and **architectural professional** as per 4.4

4.2.3 The **budget** for fee purposes excludes VAT, contingencies and provision for escalation.

4.3 Project cost based fees for a reduced service

4.3.1 Where the **architectural professional** is not the **principal agent**: a reduction of the fee for the work not exceeding 10% of the fee for stages 5 and 6 can be considered

4.3.2 Where the **architectural professional** is not the **principal consultant**: a reduction of the fee for the work not exceeding 10% of the fee for stages 1 to 4 can be considered

4.4 Apportionment of fees between work stages:

4.4.1 The fee applicable to each work stage is apportioned according to the table below and may be adjusted by agreement. In project specific cases requiring the completion of documentation at earlier stages, an appropriate increase of the fee apportionment to the initial stages may be considered.

Work stages 1 to 6	Proportion of fee	Cumulative total
1	5%	5%
2	15%	20%
3	20%	40%
4.1	20%	60%
4.2	10%	70%
5	27%	97%
6	3%	100%

4.5 Fees for additional services:

4.5.1 Unless otherwise agreed, the fee for additional services is time based, based on hourly rates as in the current board notice.

4.6 Time based fees

4.6.1 Where fees for the **architectural professional's** services are time based fees, the hourly rates as in the current board notice apply. Whenever these rates are revised the new rates shall apply to work performed after the effective date of such revision.

4.7 Fees for additions and / or alterations

4.7.1 The fee for work that includes alterations is based on the total **project** cost as a **project** cost based fee and increased for that portion of the work comprising or affected by alterations by 30% (130% of the fee)

4.8 Fees for services provided with respect to the restoration of buildings subject to heritage legislation

4.8.1 Fees are based on a percentage of total **project** cost as a **project** cost based fee. This is based on the assumption that concept design is not a requirement, the fee is reduced in that respect by 15% and the remainder is increased by 40% (140% of the fee) to provide for the additional expertise expected of the **architectural professional**. That is $(100 - 15) \times 140\%$.

4.9 Fees for a project that includes repeated buildings

4.9.1 For a project consisting of a number of repeated buildings erected under a single building contract for a single client, the fee may be reduced by agreement, subject to the architectural professional being retained for a full service and the repeated buildings being:

4.9.1.1 built on one site or a series of adjoining or closely related sites

4.9.1.2 either wholly apart from each other or linked with screen walls, common walls or other similar means

4.9.1.3 repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use

4.9.2 The fee for repeated buildings provides for a full fee for the origination of the first buildings, prior to the repeated buildings, known as prototypes. Thereafter the fee adjustment is applied to the repeated buildings.

4.9.3 The reduced fee applies to work stages 1 to 4 inclusive. The reduced guideline apportionment is 35% of the guideline for stages 1 to 4 inclusive.

4.9.4 The reduced fee does not apply to work stages 5 and 6. The full guideline fee for these stages shall apply.

4.10 Fees for buildings repeated under separate building contracts

4.10.1 Where repeated buildings are erected under separate **building contracts** and the drawings and related documents for a project are re-used for subsequent **projects** with nominal or no modification, the fee may be adjusted as below:

4.10.2 The fee for modifying drawings and related documents and preparing site and service plans for each subsequent **project** shall be a time charge for the modifications, to which should be added a premium of 15% of the full fee, percentage fee and base fee taken together, based on the final cost of each **project**.

4.10.3 Where there is no requirement to render any services in respect of the re-use of drawings and related documents for a subsequent **project**, it is recommended that a royalty of 7,5% of the fee based on an agreed estimate of the cost of the subsequent **project** is payable.

4.11 Fees for an appointment where the architectural professional takes over incomplete work of another practitioner

4.11.1 The stage of completion shall be agreed and an appropriate **budget** for the **works** agreed and the fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%.

4.12 Fees for inspection, contract administration and close out

4.12.1 The fee for **inspecting** the **works**, administering the **building contract** and achieving close out is 30% of the total fee based on the final cost of each **project**.

4.13 Fees for deployment of employees

4.13.1 Where an employee of the **architectural professional** is deployed on site for extended inspection or other agreed purpose, the amount of the reimbursement shall be the total cost of employment plus 30%, or as agreed on proven cost.

4.14 Extended initial contractual contract period

4.14.1 In the event that the initial **contract** period is exceeded by more than 10%, through no fault of the **architectural professional**, the **architectural professional** is to be remunerated for all additional work resulting from the extension of time at the hourly rates according to the current **board notice** together with related re-imbursable expenses.

4.15 Adjustment of fees and disbursements

4.15.1 The fees and disbursements are based on the following parameters:

4.15.1.1 Scope of services

4.15.1.2 Scope of the **project/works**

4.15.1.3 **Project** programme

4.15.1.4 Cost of the **works** Cost of the **project**

4.15.1.5 Appointment of other **consultants**

4.15.1.6 Appointment of **contractor**

4.15.2 Should any material variation to the parameters as stated occur, the guideline fees and disbursements are adjusted.

4.15.3 Adjustments to the **project** programme, commonly known as 'fast tracking', that requires the application of an additional resource by the **architectural professional**, shall attract an additional fee.

4.16 Travelling time

4.16.1 Where the fee is a **project** cost based fee time charges shall apply to travel time regardless of distance. Where the fee is on a time basis time charges shall apply to the full round trip regardless of distance

4.17 Fees on termination by the client

4.17.1 Where the **agreement** between the **client** and the **architectural professional** is terminated the **client** shall pay for that portion of the service that has been executed.

4.17.2 Termination of the **project** will attract an additional fee equal to 10% of the full fee in the stage in which termination occurs.

4.18 Fees for dispute resolution services

4.18.1 For acting as expert witness, adjudicator, mediator or arbitrator, the fee may be the time charge fee at the hourly rates published in the **board notice** and increased by 50% (150% of the fee), or as agreed.

4.18.2 Where **projects** are referred to dispute resolution, **architectural professional s** retained on that **project** are to be reimbursed for the additional service required of the **architectural professional** in relation to the dispute resolution process as necessary.

4.19 Payment of professional accounts

- 4.19.1 The **architectural professional's** accounts are due and payable on presentation.
- 4.19.2 The **architectural professional shall** be entitled to render interim accounts.
- 4.19.3 Fee and re-imbusement invoices may be invoiced separately.
- 4.19.4 The **architectural professional** may give notice to the **client** of intention to suspend work if payment on interim accounts or any other account has not been received within seven (7) calendar days from issuing such notice.
- 4.19.5 If payment is still not received within seven (7) calendar days after given such notice the **architectural professional** may suspend any work and/or service until such payment has been made by the **client**.
- 4.19.6 If work or service was suspended and the **client** has rectified his default by paying any outstanding account, the **architectural professional** has to resume work within two (2) working days after receiving such payment.

4.20 Re-imbusement of expenses

- 4.20.1 In addition to the fees set out in this schedule, the **client** shall reimburse the **architectural professional** for all reasonable disbursements properly incurred.
- 4.20.2 The expenses contemplated may include the following:
 - 4.20.2.1 printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents, hotel, subsistence and travelling expenses, including kilometer allowances at either current Automobile Association or Department of Public Works rates for vehicle usage as may be agreed, toll fees and other similar disbursements
 - 4.20.2.2 all payments made by the **architectural professional**, including fees and other charges for specialised professional and other services incurred on behalf of the **client**
 - 4.20.2.3 telephonic, electronic and facsimile communication, special postage and courier deliveries
 - 4.20.2.4 any other disbursements that may be agreed by the **client**

4.21 Claims to be separate and not set-off

- 4.21.2 Should the **client** allege a claim against the **architectural professional, a contractor** or any other party involved in the **project**, such claim shall be dealt with on its own merits. The **client** is not entitled to withhold payment of fees or disbursements or part thereof due to the **architectural professional**, based on the alleged claim. The **client** shall make payment without any set-off and waives all rights to any such set-off.
- 4.22.2 No penalties are applied to professional service agreement contracts. Should professional error, omission and/or negligence be implied, compensation is sought by dispute resolution or litigation and claimed from the **architectural professional**.

4.23 Termination of engagement

- 4.23.1 Where the agreement between the **client** and **architectural professional** is terminated, the **client** shall pay the **architectural professional** for that portion of the work that has been executed.
- 4.23.2 Where the termination, suspension or deferment of the **project** is not directly attributable to the **architectural professional**, a surcharge of ten (10) percent of the fee determined in clause 4.0 shall apply.

4.24 General

4.24.1 Suspension or deferment

4.24.1.2 The **client** may at any time require that work on the project be suspended or deferred. The **architectural professional** shall not be precluded from recovering any damages he may sustain due to the suspension or deferment of the **project**.

5.0 CONFIDENTIALITY AND COPYRIGHT

5.1 The **client** and the **architectural professional** both shall keep all sensitive information obtained by them in the context of this **agreement** and shall not divulge it without the prior written approval of the other party.

5.2 The **architectural professional** retains copyright of all documents and/or designs prepared by the **architectural professional** for the **project**. The **client** has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use on the **project** subject to the compliance with the terms and conditions of this **agreement**.

5.3 The **client** is entitled to all data and factual information collected by the **architectural professional** and paid for by the **client**.

6.0 LIMIT OF LIABILITY

6.1 The **architectural professional's** liability for any defect in the design of the **project/works** will end five (5) years after date of occupation by the **client** of the **project/works**.

7.0 TERMINATION

7.1 This agreement may be terminated by either party on the expiry of fourteen (14) days' notice to the other party should the other party be in breach of a material term of this **agreement**. Within thirty (30) days of payment of the fees and disbursements due, the **architectural professional** shall provide copies of documents and other items which, in his opinion, are relevant to the **project**. This disbursement shall be reimbursed by the **client**.

8.0 RESOLUTION OF DISPUTES

8.1 Should any dispute whatsoever arise between the parties, then either party hereto may declare a dispute by delivering notice of the details thereof to the other party, which dispute shall be referred to arbitration.

8.2 Prior to arbitration and should the parties so agree, the dispute may be referred to a single mediator without the parties having legal representation. The mediator shall be selected by agreement between the parties within fourteen (14) days and be appointed jointly by the parties.

8.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.

8.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty-one (21) days of his appointment which shall be final and binding to the parties unless either party notifies the other party in writing of his unwillingness to accept the said opinion. In this event the dispute shall be referred to arbitration.

8.5 Arbitration shall be by a single arbitrator who shall be selected by agreement between the parties within fourteen (14) days. The arbitrator shall be appointed jointly by the parties.

8.6 The arbitrator shall have the power to open up, review and revise any opinion, decision or notice and to determine the matters in dispute which shall be submitted to him.

8.7 The cost of mediation and/or arbitration as determined by the mediator and/or arbitrator shall be borne equally by the parties and shall be due and payable to the mediator and/or arbitrator on presentation of his written account.

9.0 WHOLE AGREEMENT

9.1 This agreement, including the Schedule and any annexures hereto, is the whole of the contract between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties. The validity of clause 4.0 shall not be affected by the termination of this agreement.

10.0 LAW OF THIS AGREEMENT

10.1 The only law applicable to this agreement is that of the republic of South Africa.

SCHEDULE

This schedule contains all variables, amendments and/or special conditions pertaining to this **agreement** which variables and/or special conditions shall take precedence over the terms and conditions of this **agreement**.

A1: CONTRACTING PARTIES

Client:

Name: _____

Representing: _____

Postal Address: _____

Physical Address: _____

Telephone Number: _____

E-mail: _____

Architectural Professional:

Name: JOHAN GERICKE

Practice Name: GERICKE ARCHITECTURAL SERVICES

Postal Address: PO BOX 392, GANSBAAI, 7220

Physical Address: 4 BIETOU ROAD, GANSBAAI, 7220

Telephone Number: 028 384 1659 OR 082 453 8554

E-mail: gad@axxess.co.za

SACAP Registration N^o: D2869

A2: PROJECT:

Name and Description: _____

Site Identification: _____

Site Address: _____

The Construction cost is estimated to be : _____

A6: SIGNATURE OF THE CONTRACTING PARTIES

The **client** appoints the **architect** who accepts the appointment as the principal agent to carry out the defined services for the **project** on the conditions and for the fees and disbursements according to the clauses of the **agreement**

CLIENT

Thus done and signed at _____

on _____

For and on behalf of the **client** who by signature hereto warrants authorisation (Print Name)

(Signature)

ARCHITECTURAL PROFESSIONAL

Thus done and signed at GANSBAAI _____

on _____

JOHAN GERICKE

For and on behalf of the **architectural professional** who by signature hereto warrants authorisation (Print Name)

(Signature)

ANNEXURE A *Information*

OTHER CONSULTANTS may need to be appointed to give their input and complete the project team. These are:

1. Land Surveyor to confirm boundaries (if called for by the Municipality) and levels of the site.
2. Structural Engineer (to handle structural aspects of the design).
3. Health & Safety Officer as per Occupational Health & Safety Act (85 of 1993)
4. Fire Engineer (design of fire safety for buildings)
5. Private Town Planner for change of land use perimeters

The following from client's account :

- Any of the above mentioned consultants services.
- The cost of plan submission and municipal connection fees are NOT included in this fee structure.
- No VAT is included.
- NHBRC enrolment fees for new dwellings.

NOTICE

We will need a copy of the property Title Deeds before we start the design, plus any other information and drawings of the existing home that will give us information that may affect the design.

I agree that GAD will not be held liable for any restrictive conditions pertaining to the property that may be found in the Title Deed/Deed of Transfer.

I will also be responsible for providing GAD with a set of up-to-date plans consisting of: ground floor plans, elevations, working drawings and a site plan.

National Building Regulations, SANS Regulations, Municipal bylaws and any other regulation in force should be strictly adhered to by the client and appointed contractor.
Contractor to use correct materials as specified on building plans or by consultants and to construct project strictly according approved building plans.

Access to existing dwelling should be provided or arranged as needed by us.

No deviation from approved building plans permitted. If so GAD must be informed immediately.

GAD must also be informed by client when construction to be started on site.

GAD will inform/request the client of any other possible information required to complete the process.

LEGISLATION NOTICE

NHBRC

All new dwellings should by law be enrolled with the NHBRC. The appointed engineer will consult and assist this process with the client and appointed contractor. Furthermore do I (client) certify that I will not hold GAD liable or any consultant within the project team for whatever my decision will be according the above mentioned.

OCCUPATIONAL HEALTH & SAFETY ACT (85 OF 1993) AND CONSTRUCTION REGULATIONS 2014

All buildings should by law appoint an H&S Officer to exercise health and safety on the building site and Labour Department should be notified of construction work to begin on site.

Please indicated below :

_____Yes, I request that GAD will assist me in this process and appoint an Health & Safety officer for the building project.

_____No, I do not request any assistance from GAD or Health & Safety officer for the building project and certify that I will solely be liable for any costs, claims and injuries against me that can occur on the building site.

.....
Signature of Architectural Professional

.....
Signature of Client

ANNEXURE B

SERVICES PROVIDED FOR IN THIS AGREEMENT: PARTIAL SERVICE OF ARCHITECTURAL PROFESSIONAL FOR WORK STAGES 1 TO 6 AS LISTED BELOW.

Work Stage	Description	Stage Included?
Stage 1. Inception	Receive, appraise and report on the client's requirements with regard to: the client's brief; the site and rights and constraints; budgetary constraints; the need for consultants; project programme; methods of contracting.	No / Yes
Stage 2. Concept & Viability	Prepare the initial design and advise on: the intended space provisions and planning relationships; proposed materials and intended building services; 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 cost of the project. Review the project programme.	No / Yes
Stage 3. Design Development	Confirm the scope and complexity. Review the design and consult with local and statutory authorities. Develop and design, construction system, materials and components. Incorporate and co-ordinate all services and the work of consultants. Review the design, costing and programme with consultants.	No / Yes
Stage 4. Documentation & Procurement		
Stage 4.1 Local Authority Submissions	Prepare documentation sufficient for local authority submission: co-ordinate technical documentation with the consultants and complete primary co-ordination; prepare specifications for the works; Review the costing and programme with consultants; obtain the client's authority and submit documents for approval	No / Yes
Stage 4.2 Call for Tenders	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 offers and recommend on the award for the building contract; prepare the contract documentation (and arrange the signing of the building contract)	No / Yes
Stage 5 Construction	Administer the Building Contract. Hand over 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 principle agent in the JBCC building agreements, or fulfil the obligations provided for in the forms of contract. Issue the certificate of practical completion. Assist the client to obtain the occupation certificate.	No / Yes
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 architect shall issue the certificates related to contract completion. Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.	No / Yes

SUPPLEMENTARY SERVICES :

4 x Site inspections during construction phase to confirm building plans are followed correctly.
Any briefing to contractor from AP shall be adhered to!

SPECIAL CONDITIONS

- 1. This agreement replaces all previous agreements, if not stated elsewhere otherwise.

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Signature of Architectural Professional

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Signature of Client

ANNEXURE C

Schedule of fees

It is hereby further agreed that the following fees are to be paid and disbursements are to be refunded:

1.0 FEES

1.1 * The fee of % of the Building Contract Sum (R5000 per m²) is applicable to this agreement

1.2 * the hourly rate of R will be applicable to this agreement

In case of an hourly rate has been agreed to, I/we shall submit, together with my/our invoice, a signed Time Record of the hours spent on your behalf. The signature of the signatory to this agreement on the Time Record shall be accepted as sufficient proof of the correctness of the time spent on a project.

(* Delete whichever is not applicable)

2.0 DISBURSEMENTS

I/we shall be reimbursed all costs which have incurred within the ambit of the services and which are provided by me/us to you and/or on behalf of your Client. Proof of disbursements, where applicable, will be attached to my/our monthly current invoices. The following rates have been mutually agreed:

2.1 Printing/copying, excluding documents for internal office use by the Architectural Technologist
A0-size each R; A1-size each R 30 per page; A2-size each R ;
A3-size each R 10 per page.; A4-size each R 0.85c per page;

2.2 Maps, models, presentation materials, photography and similar documentation, reproduction or purchase costs of documents, excluding documents for internal office use by me/us. (Costs and proof of payment will be added to the current month's invoice.)

2.3 For travel allowances, km-charges, overnight stays, etc., the rates of the Department of Public Works, as published from time to time, will apply.

2.4 Any payments made by me/us on your behalf, including fees and other charges for specialized professional and other services. (Costs and proof of payment will be added to the current month's invoice.)

2.5 Telephonic, electronic and facsimile communication, other than within a radius of 100 km from my/our office, and for special postage and courier deliveries. (Costs and proof of payment will be added to the current month's invoice.)

2.6 Any other disbursements (Costs and proof of payment will be added to the invoice.):

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Signature of Architectural Professional
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Signature of Client
Initials :