

Project

Client

Architect

Date

Reference

THE ARCHITECT'S SERVICE**Context**

The client appoints the architect to provide a professional architect's service for a project as contemplated by the Architectural Professions Act, Act No 44 of 2000 and the National Building Regulations and Building Standards Act No 103 of 1977. The architect accepts the appointment to exercise reasonable professional skill, care and diligence in the performance of obligations accepted in terms of this agreement, for the fee as set out in the agreement

Basis of agreement

This SAIA client-architect agreement sets out the architect's services and the related conditions of an agreement between the client and the architect. It is intended for use on all projects with agreed services. The stages set out in architect's services indicate the professional services common for all projects. The signatories to this agreement decide which architect's services are required, applicable to the project, and decide to include additional services as described herein, where these are requested

The architect is authorised to act as agent for the client, and fulfils an architect's service using the current standard forms of contract and procedures viewed generally as usual in the building industry, such as the JBCC suite of contract documentation. For the construction stage of a project, the relationship between the client, contractor and architect as agent, or principal agent is defined in the building agreement

Standard services and work stages

This agreement provides for one standard architect's service and five partial services. The parties to this agreement need to select the architect's service applicable to the project. The agreement also provides for additional services to be selected as the parties may deem appropriate. The essential functions of each work stage relevant to the service are identified

1.0 ARCHITECT'S SERVICES

The standard architect's scope of service and the architect's functions in performing this service for each work stage are set out in 1.1 below

The architect's partial services are summarised in clause 1.2 below; the scope of service for partial services and the functions of the architect for each work stage are set out in annexures 1 to 5 to this agreement

A selection of additional services which may be agreed are set out in annexure 6

The selected services are recorded in the articles of agreement (clause 6.3)

1.1 Standard Service: Architect, Principal Consultant and Principal Agent
Full service

- 1.1.1 Stage 1: Inception**
- 1.1.1.1 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
- 1.1.2 Stage 2: Concept and viability**
- 1.1.2.1 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
- 1.1.2.2 Check for conformity of the concept with the rights to the use of the land

- 1.1.3.3 Review the anticipated costs of the project
- 1.1.3.4 Review the project programme
- 1.1.3 Stage 3: Design development**
- 1.1.3.1 Confirm the scope and complexity
- 1.1.3.2 Review the design and consult with local and statutory authorities
- 1.1.3.3 Develop the design, construction system, materials and components
- 1.1.3.4 Incorporate all services and the work of consultants
- 1.1.3.5 Review the design, costing and programme with the consultants
- 1.1.4 Stage 4: Documentation and procurement**
- 1.1.4.1 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
- 1.1.4.2 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 the signing of the building contract)
- 1.1.5 Stage 5: Construction**
- Contract administration:**
- 1.1.5.1 hand over the site to the contractor
- 1.1.5.2 issue construction documentation
- 1.1.5.3 initiate and/or check sub-contract design and documentation as appropriate
- 1.1.5.4 inspect the works for conformity to the contract documentation
- 1.1.5.5 administer and perform the duties and obligations assigned to the principal agent in the JBCC building agreements, or fulfil the obligations provided for in other forms of contract
- 1.1.5.6 issue the certificate of practical completion
- 1.1.5.7 assist the client to obtain the occupation certificate
- 1.1.6 Stage 6: Close out**
- 1.1.6.1 Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate the effective completion, handover and operation of the project
- 1.1.6.2 After the contractor's obligations with respect to the building contract are fulfilled, the architect shall issue the certificates related to contract completion
- 1.1.6.3 Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors
- 1.2 Architect's Partial Services - Summary**
- 1.2.1 Partial service 1** See annexure A1
Partial service: architect and principal consultant.
The architect provides a full service in stages 1, 2, 3 and 4.1 and a partial service in stages 4.2, 5 and 6. A separate principal agent is appointed
- 1.2.2 Partial service 2** See annexure A2
Partial service: design architect and design consultant.
The architect provides a full service in stages 1 and 2 and a partial service in stage 3. No service is provided in stages 4, 5 and 6
A separate principal agent is appointed
- 1.2.3 Partial service 3** See annexure A3
Partial service: architect of record and consultant.
The architect provides no service in stages 1 and 2
Services commence in stage 3. A separate principal agent is appointed

- 1.2.4 Partial service 4** See annexure A4
Partial service: **architect as principal agent**
The **architect** provides **principal agent's** services in stages 4.2 and 5
- 1.2.5 Partial service 5** See annexure A5
Partial service: **architect and principal consultant**
The **architect** provides services up to local authority submission only (stage 4.1)
- 1.3 Additional Services** See annexure A6
These services are additional to the standard services and rank for additional fees. They may be added individually or in varying combinations and shall only be provided by prior agreement between the **client** and the **architect**

2. OBLIGATIONS OF THE PARTIES

2.1 Client's Obligations

- 1.1.1 The client shall:**
- 1 advise the **architect** clearly and timeously of the requirements in connection with the **project** including the scope of accommodation, extent of services, level of quality desired, financial parameters and time constraints
 - 2 provide the **architect** with copies of the title deeds, diagrams, lease conditions and details of other pertinent constraints related to the **project** and establish site boundaries, beacons, datum levels and such other features as may be relevant; the **architect** shall also be provided with a survey drawing and any certificates related thereto
 - 3 provide the **architect** with all available and relevant data pertaining to existing building(s)
 - 4 appoint a representative who shall promptly provide the **architect** with information when requested by him; the representative shall make himself reasonably available for consultations during all stages of the project and be authorised to make decisions
 - 5 in consultation with the **architect**, appoint **consultants** to provide specialist services on any aspect of the project as mutually agreed with the **architect** and require such **consultants** to cooperate in absolute good faith and comply with all reasonable requests by the **architect**
 - 6 authorise the **architect** to act as the client's agent when executing the agreed service
 - 7 provide within fourteen (14) days, if requested to do so by the **architect**:
 - proof that funding is available for the ongoing requirements of the project
 - a guarantee acceptable to the **architect** for the payment of the **architect's** fees and disbursements
 - 8 pay the **architect's** fees, time charges and disbursements within 30 days of presentation of the invoice
 - 9 pay charges relating to all necessary approval processes
 - 10 pay the **architect** an agreed fee (usually on a time-charge basis) for any work carried out by him that falls outside the agreed scope of service
 - 11 allow the **architect** reasonable time in which to execute his services in terms hereof
 - 12 authorise the **architect** to instruct the **consultants**
 - 13 review and determine the financial viability of the **project** and financial standing of all **contractors, consultants** and other parties directly contracted, including the sufficiency of professional indemnity insurance
 - 14 review and accept the adequacy of sureties, warranties, guarantees or insurance policies relevant to the **works**
 - 15 review the plans and specifications submitted by the **architect** and determine that the **architect** has adequately interpreted the **client's** requirements and that the building will be suitable for the intended use
 - 16 respond timeously to all reports, design proposals, estimates of cost and other related documents submitted to him by the **architect**
 - 17 prepare the safety specification and execute his duties in terms of the Occupational Health & Safety Act or employ a specialist **consultant** to undertake these tasks
 - 18 acknowledge that the **architect** is not authorised to instruct the **contractor** to commence construction prior to obtaining local authority approval or any other statutory approval which may be required; the consequences of such an instruction to the contractor to proceed shall be for the account of the **client**

2.2 Architect's Obligations

- 2.2.1** Subject to the work being included in the agreed scope of services the **architect's** responsibility to the **client** shall be to:
- 1 act as the **client's** agent within the scope of authority conferred upon him in terms of this **agreement** and the contract between the **client** and **contractor**
 - 2 exercise reasonable care, skill and diligence in the performance

- of professional duties and act in accordance with the ethics and standards of the profession
- 3 respond timeously to the **client's** reasonable requests
- 4 use architectural knowledge and expertise to produce designs that meet the **client's** needs within reasonable financial limitations imposed by the **client**; the **architect** will provide outline estimates of costs and building areas but will not be responsible for the financial viability of the **project**
- 5 design the building(s) to comply with the conditions of title, applicable legislation, town planning codes and building regulations
- 6 adopt procedures and methods suited to the agreed scope and complexity and the nature, extent and time scale of the **project**
- 7 act fairly and impartially in terms of the relevant **building contract**
- 8 exercise reasonable care to avoid delaying or disrupting the **contractor**
- 9 advise the **client** of risks or expense that may arise from the **client's** instructions and/or requirements
- 10 provide professional indemnity insurance as stated in the articles of agreement and maintain the insurance policy for the period of the **architect's** responsibility stated in the conditions of service

3. CONDITIONS OF SERVICE

3.1 Change of circumstances or disregarded advice

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

3.2 Time limit to architect's liability

- 3.2.1** No claim shall be enforceable by the **client** against the **architect** arising out of or in respect of any services rendered by the **architect** under this **agreement** or otherwise in connection with the carrying out of the **project** after five years have elapsed from the date of **practical completion** of the **project** or suspension, postponement or termination, irrespective of when such claim arises and/or when the **client** acquires knowledge of the facts from which the claim arises
- 3.2.2** All claims against the **architect** shall lapse after a liability period of five years after the date of **practical completion**, other than if the **client** defaults in terms of this **agreement**. Such default shall extinguish the liability period
- 3.2.3** When partial services are agreed upon, the date for the commencement and termination of the liability period will be determined as recorded in clause 6.7

3.3 Limits to architect's responsibility

1.1.1 Tenders exceeding agreed budget

- 1 The **architect** in fulfilling his service when preparing tender or **contract** documentation undertakes to use his best endeavours to adhere to the agreed **budget** for the **works** but provides no undertaking that tenders will not exceed the agreed **budget**
- 2 In the event of the lowest tender amount for the **works** exceeding the agreed **budget**, due solely to the actions of the **architect**, the following provisions shall apply:
 - 3 where the lowest tender amount exceeds the **budget** by more than 10% for new work or 30% for alterations, the **architect** shall, if so required by the **client**, and at no additional charge to the **client**, make such changes to the design and/or the specifications so as to reduce the tender amount to not more than 10% above the **budget** or to such larger amount as may be agreed to by the **client**
 - 4 where the **client** requires that the tender amount be reduced to the **budget** amount or to a percentage above the **budget** amount of less than 10% for new work or 30% for alterations, the **architect** shall make such changes to the design and/or specifications as may be required and shall be remunerated on a time basis, or any other agreed basis, for effecting the changes
 - 5 Any remuneration arising from the provisions of 3.3.1.4 shall be in addition to the agreed fee
- 3.3.2 Consultants and/or contracted design services**
The **architect** shall not be responsible for the designs, design solutions, acts and/or omissions of third parties nor for any consequences thereof, nor be liable for the performance of these third parties or for fees due to such third parties
- 3.3.3 Failure of materials, etc.**
The **architect** shall not be responsible for any material, component, system or workmanship failing to perform in accordance with the claims of the manufacturers, suppliers, **contractors** or sub-contractors
- 3.3.4 Limits to responsibilities during the execution of the works**
By way of administration and **inspection** of the **works**, for conformity to the **contract** documents, the **architect** shall use his best endeavours to limit delays to and deficiencies or defects in the execution of the **works**. The **architect** shall not be responsible for the foregoing, nor for the methods, techniques,

sequences or procedures employed by the **contractor** and/or sub-contractors. The **contractor**, together with his sub-contractors, is directly responsible to the **client** for due performance in terms of the **building contract** and all applicable legislation and related regulations

3.3.5 Checking of shop drawings and approval of samples

The checking by the **architect** of shop drawings and/or approval of samples of equipment, materials or workmanship, is precautionary and does not relieve the **contractor** or sub-contractors of their contractual responsibilities in this regard

3.3.6 Inspection and completion certificates

1 In issuing completion certificates, the **architect** is responsible only for having identified and dealt with those aspects of the **works** which can be identified by ordinary visual inspection

2 Where the **building contract** provides that the issue of the certificate of final completion be conclusive evidence as to the sufficiency of the **works** and materials, the word "sufficiency" shall not in any way imply that the **architect** is satisfied that every component or element of the building has been installed or adjusted to perfection nor that the materials and workmanship comply with the specification in every detail

3.3.7 Financial status of contractor, nominated sub-contractors and selected sub-contractors

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

3.3.8 Architect's authority to make changes

The **architect** shall not make any material changes to the approved design without the consent of the **client** except when arising from an emergency or necessity during construction, in which case the **architect** shall notify the **client** as soon as possible of the action taken. The **architect's** discretion regarding changes is recorded in the articles of agreement, clause 6.8

3.4 Instructions

3.4.1 Instructions to consultants

All instructions to **consultants** shall be given through the **architect**

3.4.2 Instructions to the contractor

Where the **architect** is appointed as **principal agent**, the **architect** shall have the sole authority to issue instructions to the **contractor** in terms of the **building contract**, but may delegate this authority to **consultants**

3.5 Assignment

Neither the **client** nor the **architect** shall assign, sublet or transfer interest in this **agreement** without the written consent of the other, which consent shall not unreasonably be withheld

3.6 Changes of architect's and client's firm

Any change of composition or status of the firms of the **architect** or **client** shall not affect this **agreement**. Successors in practice, partner(s), co-director(s) or member(s) of a close corporation shall be bound to the other party to this agreement

3.7 Incapacity of the architect

In the event of the incapacity of the **architect** to fulfil obligations, and where the **architect** is not a member of a partnership, registered company or close corporation, the procedure shall be as for termination

3.8 Prevention of performance

Should either the **client** or the **architect** be prevented by a cause beyond reasonable control from performing obligations in terms of this **agreement**, the other party may terminate or suspend this **agreement** without prejudice to the rights the parties have against one another

3.9 Copyright, ownership and use of documents

The **project** documents prepared by the **architect** are copyright and remain the **architect's** intellectual property. The **client** has the right to use of the documents for the sole purpose of their intended use on the **project**. That use is subject to the terms and conditions of this **agreement**

3.10 Use of documents with respect to payment

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

3.11 Disagreements

3.11.1 Mediation

1 Should any dispute between the **client** and the **architect** arise out of or concerning this agreement, the dispute shall be referred to mediation. Either party may request the other party to agree on the appointment of a mediator and if no **agreement** is reached within fourteen days of such request the dispute shall be referred to arbitration in terms of clause 3.11.2

2 The recommendation of the mediator shall be binding on the parties unless and until it is varied by any subsequent arbitration award

3 The mediator shall decide the procedure to be followed in the mediation. The parties shall pay their own costs in respect of the mediation and shall be equally liable for the mediator's fees

4 Either party may at any time terminate the mediation proceedings by written notice to the mediator and the other party, whereupon all unresolved disputes shall be referred to arbitration in terms of clause 3.11.2

5 The validity of this clause shall not be affected by the termination of this **agreement**

3.11.2 Arbitration

1 Any disputes which have not been resolved by mediation in terms of clause 3.11.1 shall be referred to arbitration. The arbitration shall be conducted in terms of the Summary Procedure Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa). The arbitrator shall be appointed by the President of the South African Institute of Architects at the request of either party. Any person who has acted as mediator of any of the disputes shall not be eligible for appointment as arbitrator

2 The validity of this clause shall not be affected by the termination of this **agreement**

3.12 Termination and suspension

3.12.1 Termination or suspension of the project/works

1 On notification of the termination or suspension of the **project** and/or **works** by the **client**, the **architect** may without prejudice, suspend the whole or part of the services

2 the **architect** shall be paid for services rendered on a quantum meruit basis

3 In addition to the fee as provided for herein, the architect shall be paid a surcharge of 10% of the remaining fee, which would have been payable had the services been rendered in full in terms of this **agreement**

4 The **project** or any part thereof shall be considered as having being terminated where it has been suspended for more than one year

3.12.2 Termination of this agreement

This **agreement** may be terminated by either party on the expiry of fourteen (14) days written notice to the other party. The **architect** shall submit invoices which reflect all fees and reimbursements due. Within thirty (30) days after payment is received the **architect** shall provide to the **client** such copies of documents and other items which, in the **architect's** opinion, are relevant to the **project**

3.13 Breach

Either party shall be entitled to cancel this **agreement** should the other party breach a material term of this **agreement** and provided written notice of such breach had been given demanding that the breach be remedied within fourteen (14) days and despite such notice, the defaulting party remains in breach

3.14 Whole agreement

The whole of this **agreement** including any annexures hereto is the whole of the contract of agency between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties

3.15 Law of this agreement

The only law applicable to this **agreement** is the law of the Republic of South Africa

3.16 Physical addresses

The **client** and **architect** choose the physical addresses as stated in the schedule. Either party may by notice to the other change its physical address provided that such new physical address shall be in the same country as stated in the schedule

4.0 FEES FOR PROFESSIONAL SERVICES**4.1 Basis of fees agreement**

- 4.1.1 The **client** agrees to pay the **architect** the fees for the defined services as recorded in the articles of agreement. The fees schedule, see clause 6.4 below, forms the basis of calculation of the fee amount. The final fee is calculated on the final cost of the **works** where a project cost based fee is applied
- 4.1.2 The recommended tariff of fees published annually by **SACAP** is judged to be appropriate recompense to the **architect** for the services rendered and may be adjusted by agreement

4.2 Fees schedule**4.2.1 Project cost based fees for standard and partial services**

- 1 The fees are calculated in accordance with the **SACAP** recommended tariff of fees as a 'project cost based fee'. The fees consist of a 'base fee' and a percentage of project cost, these derive from 'bracketed project values' and are determined annually and published in a **SACAP** board notice in the government gazette
- 2 For a partial service, the fee is the percentage relevant to each work stage to be performed, based on a 'project cost based fee'

4.2.2 Apportionment of fees between work stages

The fee applicable to each work stage is apportioned according to the table below and may be adjusted by agreement:

| 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% |

4.2.3 Time charge fees

Where fees for **architect's** services are time charge fees, the hourly rate shall be according to the rates published by **SACAP** in its recommended tariff of fees and shall be adjusted annually

4.2.4 Fees for additional services

Unless otherwise agreed, the fee for additional services is a time charge based on hourly rates according to the current **SACAP** board notice: Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

4.2.5 Fees for alterations

Unless otherwise agreed, the fee for work that includes alterations is based on the recommended tariff of fees published by **SACAP**

4.2.6 Fees for a project that includes repeated buildings

- 1 For a **project** consisting of a number of buildings erected under a single **building contract** for a single **client**, the fee shall, unless otherwise agreed, be calculated according to clause 4.2.1 and adjusted as provided for in clause 4.2.6.2, subject to the repeated buildings being:

built on one site or a series of adjoining or closely related sites either wholly apart from each other or linked with screen walls, common walls or other similar means
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

- 2 The fee is adjusted according to the formula for such work contained in the **SACAP** recommended tariff of fees

4.2.7 Fees for buildings repeated under separate building contracts

- 1 Unless otherwise agreed, 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
- 2 The fee for modifying drawings and related documents and preparing site and service plans for each subsequent project shall be 15% of the fee based on the cost of each project calculated according to clause 4.2.1 or, subject to prior agreement, an hourly rate according to clause 4.2.3
- 3 Where the **architect** is not required to render any services in respect of the re-use of drawings and related documents for a subsequent **project**, the **architect** shall be paid 7,5% of the fee based on the final cost of the subsequent **project**, calculated according to clause 4.2.1 and payable on completion of the **works**
- 4 The fee for inspecting and administering the building contract shall be 30% of the fee based on the cost of each project calculated according to clause 4.2.1

4.2.8 Deployment of employees

Where an employee of the **architect** 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

4.3 Adjustment of fees and disbursements

- 4.3.1 The **client** and the **architect** acknowledge and agree that the fees and disbursements are based on the following parameters:
scope of services
scope of the project/works
project programme
cost of the works
cost of the project
appointment of other consultants
appointment of contractor
- 4.3.2 Should any material variation to the parameters stated in clause 4.3.1 occur, the fees and disbursements recorded in clause 6.4 shall be adjusted

4.4 Payment

- 4.4.1 The **architect's** invoices are due and payable on presentation
The **architect** shall be entitled to render interim invoices
- 4.4.2 Fee and re-imbursement invoices may be invoiced separately
- 4.4.3 Re-imbursement of expenses: the **client** shall reimburse the **architect** for all reasonable expenses and disbursements incurred

4.5 Payment of invoices

- 4.5.1 Invoiced amounts are to be paid to the architect, by one of these methods as agreed by the parties and a record of payment shall be provided to the architect concurrently:
electronic transfer into the bank account of the architect
direct deposit into the bank account of the architect
cheque, hand delivered to the physical address of the architect

4.6 Interest on overdue invoices

Should the **client** not have paid any invoice within thirty (30) days of presentation thereof, the **client** shall be liable for interest for late payment. Such interest shall be calculated at a rate of two (2) percentage points above the rate of interest applicable from time to time to prime borrowers at the **architect's** bank from the due date for payment

4.7 Disputed invoices

Should the **client** dispute any aspect of an invoice submitted by the **architect**, the **client** shall give notice with reasons within 14 days of presentation of the invoice for payment and shall not delay payment of the undisputed amount

4.8 Extended construction period

In the event that the construction period is exceeded by more than 10% the **architect** is to be remunerated for all additional work resulting from the extension of time at the hourly rates according to the current **SACAP** board notice together with related re-imbursable expenses

4.9 Claims to be separate and no set-off

Should the **client** allege a claim against the **architect**, 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 **architect** based on the alleged claim. The **client** shall make payment without any set-off and waives all rights to any such set-off

5.0 DEFINITIONS AND INTERPRETATION

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

5.1 Definitions

In this document, unless the context otherwise indicates, an expression or word hereunder shall mean:
agreement means this Client-Architect Agreement and all annexures to this agreement
architect means a person registered as a Professional Architect in terms of the Architects' Act No 44 of 2000 or the Professional Architect's practice constituted as a legal persona appointed to provide the architect's service for the project
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 such other building agreement entered into between the client and the contractor

client means the party appointing the architect to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the JBCC PBA
contract means an agreement entered into by the client with a contractor for the execution of the works or part thereof
contractor means the entity or entities contracting with the client for the execution of the works or part thereof
consultant means professional persons or 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 architect which are sufficient to indicate the scope of the works
inspection means such periodic visits to, or in connection with the works by the architect as are necessary to establish conformity of the work to the contract documentation, and to provide on-site clarification and further information during the progress of the work
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 fulfil the obligations of the JBCC Principal Building Agreement (as currently provided for in clause 5 of the JBCC (PBA)), or fulfil the similar obligations provided for in other forms of contract.
principal consultant means the person authorised by the client to lead the consultants.

Project means the development for which the architect and consultants are appointed and may not be limited to the works
SACAP means the South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession
SAIA means the South African Institute of Architects
works means all work executed or intended to be executed according to the building contract

- 5.1.2 Interpretations**
5.1.3 Any legislation referred to in this agreement shall be that which was applicable on the date of first signature of this agreement
 In this agreement, unless inconsistent with the context:
- .1 The word "deemed" shall be conclusive that something is fact, regardless of the objective truth
 - .2 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
 - .3 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include corporate bodies
 - .4 The headings of clauses are for reference purposes only and shall not be taken into account in construing the context thereof
 - .5 The clause numbering hierarchy comprises four levels: the fourth level is represented by a point followed by a single numeral which is taken to be the fourth level of numbering of the clause in which its contained
 - .6 All monetary amounts exclude tax, which tax shall be added to any amounts which become due and payable

6.0 ARTICLES OF AGREEMENT

6.1 Contracting Parties

This agreement is hereby entered into between:

Client

Physical Address

Architect

Physical Address

6.2 The Project

The client wishes to carry out a project comprising

Property description

6.3 Defined Services

The services to be provided by the architect are as stated below and selected and recorded thereafter

6.3.1 Architect's Standard Service

Architect, principal consultant and principal agent (full service)

6.3.2 Architect's Partial Service 1

Architect and Principal consultant (separate principal agent appointed)

6.3.3 Architect's Partial Service 2

Design architect and design consultant (partial service concept design and limited documentation)

6.3.4 Architect's Partial Service 3

Architect of record and principal consultant (partial service - work stages 3 through 6)

6.3.5 Architect's Partial Service 4

Principal agent (appointed building contract procurement and administration)

6.3.6 Architect's Partial Service 5

Principal consultant (partial service - up to local authority submission only)

6.3.7 Architect's Additional Services

Services selected

| Service selected | |
|------------------|----|
| YES | NO |
| YES | NO |
| YES | NO |
| YES | NO |
| YES | NO |
| YES | NO |
| YES | NO |

6.3.8 Architect's services required are

6.4 Budget

6.4.1 **Budget of the works for fee purposes**
Budget for the works

R

6.4.2 The fees budget

Fee based on anticipated final project cost

Base fee

R

Fee percentage

%

Value

R

FEE (Nett of allowances and VAT)

R

6.4.3 Allowances

Allowances and reimbursements

Reimbursements (estimate)

R

R

R

Total allowances (exclusive of VAT)

R

6.5 Notes

6.5.1 The amounts recorded do not include VAT

6.5.2 The fee quoted does not include charges for the necessary approval processes

6.5.3 **Inspection** frequency

6.5.4 The following additional provisions are recorded

6.5.5 The scope and complexity has been determined at the time of setting this budget for the project YES NO

Should the scope and complexity of the project change materially the conditions of clause 4.3.2 shall apply

6.5.6 Selected basis of reimbursement of costs in respect of employees deployed on site (clause 4.2.8) % of total cost of employment Agreed proven cost

6.6 Fees

It is recorded that the architect's fees for rendering his professional services on this project shall be as clarified in the fees schedule given in clauses 4.1 to 4.3 or as otherwise agreed

6.7 Professional Indemnity Insurance

Limit of indemnity per claim

R

Limit of indemnity in the aggregate

R

Non-claimable amount (excess/deductible)

R

The renewal date of the policy is

Where partial services are agreed upon then the date for commencement of the professional indemnity liability period is

6.8 Material change

The value of a material change in terms of clause 3.3.8 shall not exceed the sum of

R

6.9 Signature of the contracting parties

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

Thus done and signed at on

For and behalf of the client who by signature hereto warrants authorisation

Witness signature Name

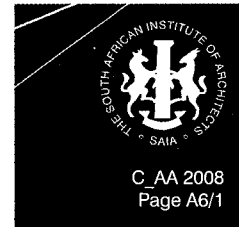
Address

Thus done and signed at on

For and behalf of the architect who by signature hereto warrants authorisation

Witness signature Name

Address



A6.1 ADDITIONAL SERVICES

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

A6.1.1 Special design services

- .1 The preparation of special designs within or in relation to the facilities which are contemplated in this service, which may include:
- .2 Rational design by other consultants - participate in the preparation rational designs
- .3 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
- .4 Master planning - defining and planning the layout of future development of buildings and/or services on the same site
- .5 Landscape design - participation in landscape planning and construction
- .6 Interior design - the design of interiors and the selection of furnishings and fixtures and special finishes
- .7 Liaison with special designers and specialist consultants
- .8 Purpose-made items - the design and documentation of purpose made items
- .9 Promotional material and art work - participation in the preparation of promotional material
- .10 Plant operation and production layouts - participation in the definition of plant operation layouts

A6.1.2 Special management services

- .1 Elaboration of architects' 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
- .2 Cost and valuation services - participation in the administration of costs and payments where a quantity surveyor has not been appointed
- .3 Special inspections - more intensive inspections and assessment of the **works** than the norm to assess compliance with specifications

A6.1.3 Special studies

- .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**
- .2 Site selection - research the suitability and location of a site for a proposed project
- .3 Feasibility studies - participation in technical and/or economic feasibility studies
- .4 Environmental studies - participation in environmental studies
- .5 Energy studies - participation in energy studies
- .6 Market surveys - participation in market surveys
- .7 Traffic studies - participation in traffic flow studies

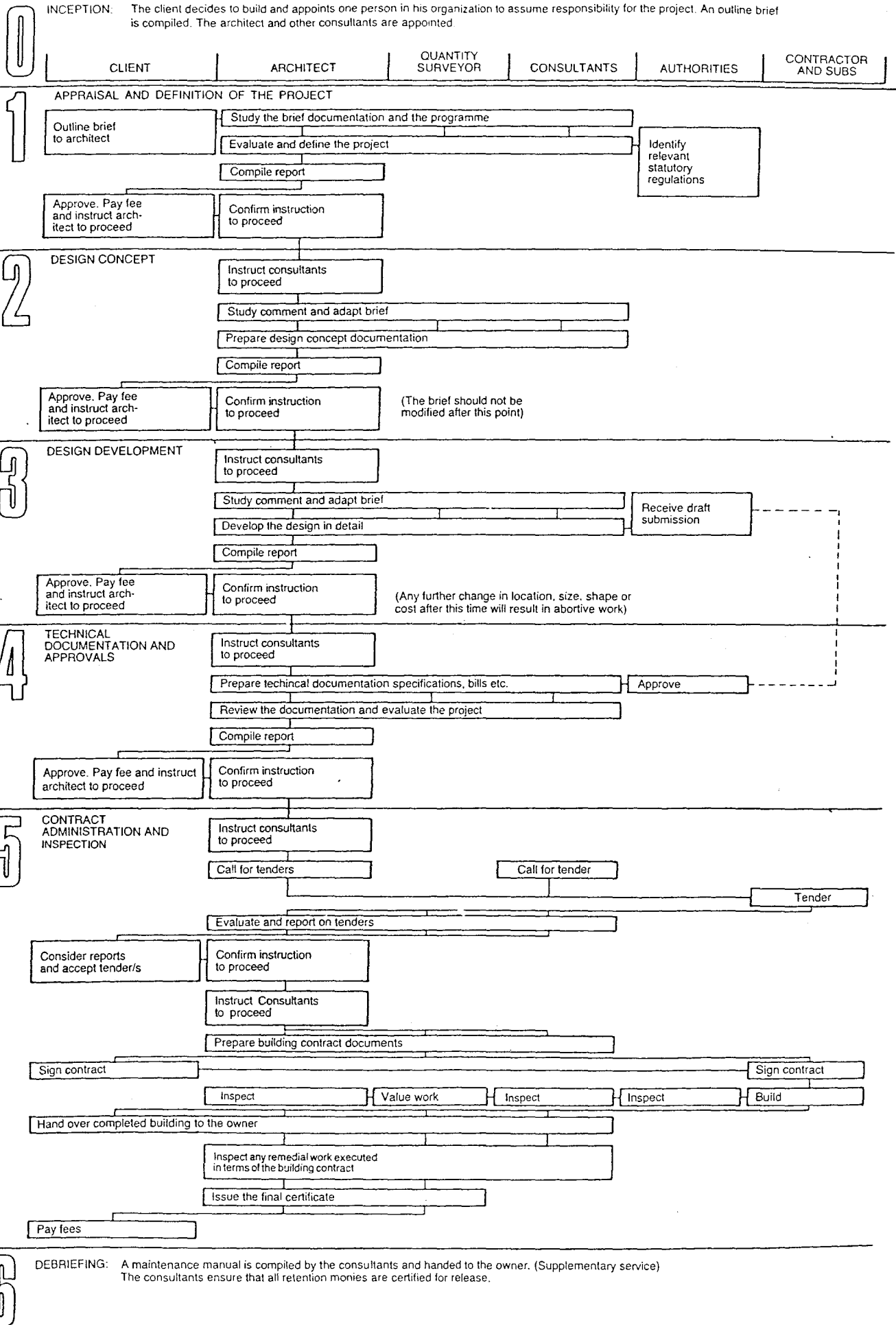
A6.1.4 Work on existing premises

- .1 Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with specialists as needed
- .2 Restorations and renovations - special services in connection with work on existing buildings
- .3 Heritage buildings - special services in connection with work on heritage buildings

A6.1.5 Other Services

- .1 Participation in litigation and dispute resolution (where a concurrent service is rendered)
- .2 Mutually agreed additional services

FLOW DIAGRAM OF THE INSTITUTE OF SOUTH AFRICAN ARCHITECTS PLAN OF WORK



BOARD NOTICE 6 OF 2008**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION****Architectural Profession Act, 2000 (Act No. 44 of 2000)****Annual update of the Professional Tariff of Fees in terms of Section 34(2) of the Act**

The project cost based fee and time-based fee tables published in Board Notice 130 of 2006 are amended as follows:

**ADDENDUM
PROJECT COST BASED FEE**

| RECOMMENDED SCALE OF FEES FOR PROFESSIONAL ARCHITECTURAL SERVICES (EXCL VAT) | | | | |
|---|---------------------------------|-------------|-------------------------------|----------|
| | Cost of Project (ex VAT) | | Fee (Base + % of Cost) | |
| | A | B | C | D |
| 1 | 1 | 480,000 | 0 | 12.50% |
| 2 | 480,001 | 960,000 | 12,000 | 10.00% |
| 3 | 960,001 | 1,920,000 | 36,000 | 7.50% |
| 4 | 1,920,001 | 3,840,000 | 40,800 | 7.25% |
| 5 | 3,840,001 | 7,680,000 | 50,400 | 7.00% |
| 6 | 7,680,001 | 15,360,000 | 69,600 | 6.75% |
| 7 | 15,360,001 | 30,720,000 | 108,000 | 6.50% |
| 8 | 30,720,001 | 61,440,000 | 184,800 | 6.25% |
| 9 | 61,440,001 | 122,880,000 | 338,400 | 6.00% |
| 10 | 122,880,001 | 245,760,000 | 645,600 | 5.75% |
| 11 | 245,760,001 | 491,520,000 | 1,260,000 | 5.50% |
| 12 | 491,520,001 | + | | 5.75% |

- A = Cost of Project at start
 B = Cost of Project at end
 C = 'Base' or 'Bridging' fee
 D = The Fee percentage charged

TIME-BASED FEE

| Recommended Time Based Fee | | |
|-----------------------------------|--|---|
| Tariff of Fees Reference | Category | Rate per hour |
| Para 10.2.2.1 | Principal >10 years experience Principal < 10 years experience | R 1,050.00 R 800.00 |
| Para 10.2.2.2 | Associates and Managers | 17.5 percent of each R100.00 or part thereof of total annual cost of employment |
| Para 10.2.2.3 | Staff performing work of an architectural nature and that carry direct responsibility for one or more specific activities related to a project | 15 percent of each R100.00 or part thereof of total annual cost of employment |
| Para 10.2.2.4 | Other staff performing work of an architectural nature under direction and control | 12.5 percent of each R100.00 or part thereof of total annual cost of employment |

The amended provisions shall be effective as of 1 January 2008.