



MICHAEL MARSHMAN AND ASSOCIATES PTY LIMITED

A R C H I T E C T S

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# CLIENT ARCHITECT AGREEMENT

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OLD BEGA HOSPITAL TRUST – JOB 0517

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## 1 Architect Responsibilities and Entitlements

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The Architect:

- 1.1 Shall provide the services described in this agreement and shall exercise the skill and professionalism of a reasonable, qualified registered architect in doing so.
- 1.2 Shall act as the client's agent for the project and as required under the selected building contract.
- 1.3 Shall provide, where appropriate, indications of the cost of the project which are not a guarantee of the actual cost, a quotation or a tender.
- 1.4 Shall coordinate and integrate the work of all consultants engaged by the client but shall not be responsible for the services provided by them.
- 1.5 Shall maintain professional indemnity insurance.
- 1.6 Shall maintain registration with the relevant Architects Registration Board.
- 1.7 Shall inform the client promptly when an instruction from the client changes the original brief and requires additional services.
- 1.8 Shall provide the client with an estimate of fees for the additional services, which may be required.
- 1.9 Shall not assign or transfer this agreement without the prior written consent of the client whose consent shall not be unreasonably withheld.
- 1.10 Shall maintain accurate records and keep the client informed of progress by way of meetings, reports and other means at all stages.
- 1.11 Is entitled to:
  - .1 charge fees for the architectural services and submit regular invoices for progressive payment of fees.
  - .2 charge interest at the rate stated in this agreement from the due date of payment where the payment is outstanding for more than 14 working days. Interest rate on overdue accounts shall be 5% over 90 day Commonwealth Bank Bill rate.
  - .3 suspend provision of the services where the payment is outstanding for more than 10 working days until payment is made.
- 1.12 retains copyright and shall allow the client to use the design provided that this licence applies only to the site for which the design was prepared.
- 1.13 revoke the licence if any payment due under this agreement has not been made within any agreed time.
- 1.14 submit any dispute or difference in any matter arising from this agreement to mediation after serving the client with written notice of dispute or difference and the matter not being resolved by the parties within 5 workings of the date of the notice. A mediator appointed by the President for the time being of the RAIA shall conduct such mediation.
- 1.15 terminate this agreement after giving the client 20 working days notice in writing and payment by the client of all amounts due at the date of termination in accordance with the terms of this agreement.

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## 2 Client Responsibilities and Entitlements

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The Client:

- 2.1 shall appoint the architect as their agent for the project as required under the selected building contract.
- 2.2 shall provide the architect with a realistic project budget and all relevant information required by the architect to complete the services described in this agreement
- 2.3 shall recognise that their requirements may alter as the design develops through the design process.
- 2.4 shall pay the architect
  - .1 for the services and reimbursable expenses provided in accordance with this agreement. Reimbursable expenses shall include but not be limited to:
    - authorities and consultant fees
    - advertisements and notices
    - provision of documents and drawings
    - provision of forms and contracts
    - telephone calls other than local calls
    - facsimile and email transfer services
    - special presentation materials
    - travel and accommodation expenses
    - submissions and appeal attendance
  - .2 for additional services in the event that they are required after the execution of this agreement on the basis of an agreed time charge rate, including when changes are made which require redesign or redrawing of existing documents.
  - .3 by way of reimbursement all or any goods and services tax paid or payable by the architect in relation to the services described in this agreement or in any way relating to this agreement.
- 2.5 shall engage consultants required by the project after consultation with the architect and shall pay all fees and expenses associated with their engagement.
- 2.6 shall:
  - .1 work cooperatively with the architect to ensure satisfactory progress through all stages of the development of the design and other services provided by the architect.
  - .2 pay additional fees on the basis of an agreed time charge rate to cover protracted architectural services where there are delays in the progress of the project beyond the control of the architect.
- 2.7 shall use the design only on the site for which it was intended and shall not use the design for any other purpose without the prior written consent of the architect.

- 2.8 is entitled to submit any dispute or difference in any matter arising from this agreement to mediation after serving the architect with written notice of the dispute or difference and the matter not being resolved by the parties within 5 working days of the date of the notice.
- 2.9 is entitled to terminate this agreement after giving the architect 20 working days notice in writing.
- 2.10 shall pay the architect all amounts due at the date of termination in accordance with this agreement in the event of termination under clause 1.15 and/or 2.9.

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## 3 The Services

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The Architect shall provide the following services:

- 3.1 Stage 1 - Sketch Design:
  - .1 Obtain the client's brief.
  - .2 Inspect the site and assess site conditions and constraints.
  - .3 Undertake preliminary analysis of authority regulations and requirements.
  - .4 Prepare drawings and other information of existing building structure..
  - .5 Provide recommendations for the appointment of consultants.
- 3.2 Stage 2 - Detailed Design:
  - .1 Develop the approved sketch design drawings and other documents suitable for development and construction application.
  - .2 Integrate into the documents the work of appointed consultants.
  - .3 Provide a standard specification describing the quality of materials, finishes and workmanship.
  - .4 Obtain Quantity Surveyor estimate of building cost.
- 3.3 Stage 3 - Contract Documentation:
  - .1 Develop the approved detailed design drawings together with other details and schedules to enable the project to be tendered.
  - .2 Prepare a specification describing the contractual conditions, quality of materials and schedules to enable the project to be tendered.
  - .3 Integrate into the documents the work of appointed consultants.
  - .4 If required prepare a pre-tender cost estimate.

- 3.4 Stage 4 - Tendering and administration:
- .1 Obtain client's approval to call tenders.
  - .2 Call tenders, respond to tender inquiries, assess tenders received, prepare tender recommendations for client selection and negotiate with preferred tenderer
  - .3 Prepare the contract documents for signing by both parties
  - .4 Undertake periodic site inspections, check work in progress regarding design quality control, material selections and performance.
  - .5 Provide instructions to clarify contract documents and administer variations.
  - .6 Provide the client with regular reports regarding progress, assess progress claims and issue progress certificates
  - .7 Prepare defects list, approve rectification work and issue practical completion
  - .8 Issue final certificate on completion of all defects and outstanding work

Lump Sum fee shall be:	\$12,450
Which shall be divided as follows:	
Sketch design	\$ 4,000 ✓
Detailed design	\$ 1,950 ✓
Contract Documentation	\$ 2,600
Tendering & Administration	\$ 3,900
<b>TOTAL LUMP SUM FEE</b>	<b>\$12,450</b>
GST 10%	\$ 1,245
<b>TOTAL</b>	<b>\$13,695</b>

**4.5 Agreed Hourly fee**  
 This section is to be used as a basis for additional fees or for work done on an agreed hourly fee basis. The rates exclude GST.

The agreed hourly rate shall be:

Principal Architect	\$105/hour
Registered Architect	\$90/hour
Architect	\$60/hour
Student Architect	\$45/hour

**4 Fees**

- 4.1 GST**  
 The fees under this agreement have been calculated on the basis of the existing taxation laws. GST is payable on all architectural services and disbursements after 1 July 2000.
- 4.2 Fee Payment:**  
 Monthly progress accounts will be rendered for payment and will be based on hours recorded by the practice staff.
- 4.3 Fee Basis:**  
 The fees for services described in this agreement shall be established on the basis of a percentage of the completed cost of the works, a lump sum fee or an agreed hourly rate.
- The fee basis is a lump sum fee and an agreed hourly rate for additional work.
- 4.4 Lump Sum Fees:**  
 Lump sum fees are based on the agreed scope of work and services as defined in the project brief. Should the scope of work or service vary, the fee will be amended.

**5 Agreement**

This agreement made on

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between the Client: .....

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Signed: .....

And the Architect:  
 Michael Marshman and Associates Pty Limited  
 ACN 003 636 691  
 Kemp Building  
 Ayres Walkway  
 BEGA NSW 2550

Signed: .....

