



# GABRIEL & ELIZABETH POOLE DESIGN COMPANY

GABRIEL POOLE, F.R.A.I.A. Dip, Arch TIM BENNETTON, B. Eng (civil), B. Arch

## Client And Architect Agreement

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THIS AGREEMENT made on \_\_\_\_\_  
Between : The Client \_\_\_\_\_

ABN \_\_\_\_\_

Of \_\_\_\_\_

street \_\_\_\_\_

City \_\_\_\_\_

State, postcode \_\_\_\_\_

Signed (apply company seal if applicable)

and: The architect

**Lindwood Pty Ltd**  
**T/A Gabriel & Elizabeth Poole Design Company**

Of 34 Cairncroft Street \_\_\_\_\_

TOOGOOLOWAH QLD 4313 \_\_\_\_\_

(PO Box 149, Toogoolawah Q 4313) \_\_\_\_\_

Signed (apply company seal if applicable)

THE PROJECT \_\_\_\_\_

Gabriel Poole LFRAIA Registration No 754  
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**This agreement is suitable where the architect is required to provide services involving design, documentation and contract administration, or a combination of one or more of these services.**

## **1.0 Responsibilities and entitlements of the architect**

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 take all reasonable steps to 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.
- 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:
  - charge fees for the architectural services and submit regular invoices for progressive payment of the fees.
  - charge interest at the rate stated in this agreement from the due date of payment where the payment is outstanding for more than 10 working days.
  - 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 is entitled to revoke the licence if any payment due under this agreement has not been made.
- 1.14 is entitled to 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 working days of the date of the notice.
- 1.15 is entitled to:
  - terminate this agreement after giving the client 20 working days notice in writing.
  - payment by the client of all amounts due at the date of termination in accordance with the terms of this agreement.

- 1.16 shall not provide any services related to asbestos or hazardous or toxic substances or materials
- 1.17 retains the right to suspend the services while any asbestos or hazardous or toxic substances are removed from the site and until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic substances/materials and warrant that the jobsite is in full compliance with applicable laws and regulations
- 1.18 will not be liable for any consequential or other damages arising as a result of any suspension of the services or the works whilst asbestos or hazardous or toxic substances/materials are removed.

## **2.0 Responsibilities and entitlements of the client**

The client:

- 2.1 shall appoint the architect as its 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 recognize that their requirements may alter as the design develops through the design process.
- 2.4 shall pay the architect:
  - for the services and reimbursable expenses provided in accordance with this agreement.
  - for additional services in the event that they are required after the execution of this agreement on the basis of the time charge rates set out in this agreement, including when changes are made which require redesign or redrawing of existing documents.
- 2.5 if selected in section 3.1, 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:
  - work co-operatively with the architect to ensure satisfactory progress through all stages of the development of the design and other services provided by the architect.
  - pay additional fees at the rate set out in this agreement 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 either clause 1.15 or 2.9.
- 2.11 shall not use the name Gabriel Poole™ or Gabriel & Elizabeth Poole Design Company or similar names on any material (including websites) used to advertise, market or promote the project unless Stage 3.6 Contract Administration is completed or unless otherwise agreed in writing with the architect.

2.12 shall retain appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove any asbestos or hazardous or toxic substances/materials and warrant that the jobsite is in full compliance with applicable laws and regulations

2.13 shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses or costs including reasonable Solicitor's fees and costs of defence, resulting or accruing to any and all persons forms and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or tort including negligence or statutory liability or any other cause of action.'

### 3.0 The Services

#### 3.1 Engagement of consultants

3.1.1 Generally consultants will be engaged by the client.

*The architect will provide the following services at each stage of the project.*

#### 3.2 Sketch Design

##### Pre-design stage

- obtain the client's design brief and other requirements.
- provide recommendations for fees and for the appointment of consultants.
- inspect the site and assess site conditions and constraints.
- undertake preliminary analysis of authority regulations and requirements.
- prepare ideas sketch. The ideas sketch generally consists of preliminary floor plan and section through the site and forms the basis for the 'Sketch Design'. An estimate is agreed at this stage and is used to calculate fees until accurate costing can be established.
- obtain the client's approval to prepare the Sketch Design.

##### Design stage

- arrange and attend meetings with the client, authorities and others as required.
- prepare sketch drawings including sketches, diagrams and other information to adequately explain the design.
- prepare design briefs for consultants.
- prepare preliminary costing based on floor area.
- prepare basic selections of materials and finishes.
- obtain the clients approval to proceed with final design.

### 3.3 Detailed Design

- develop the approved sketch design into a final design solution with drawings at an appropriate scale and other details or documents to adequately explain the design.
- co-ordinate the design work undertaken by consultants with the architectural design.
- provide preliminary window and door schedule.
- provide preliminary schedule of materials and finishes.
- provide preliminary schedule of PC and Provisional Sums.
- obtain preliminary opinion of probable cost from a builder.
- prepare the necessary documents for development approval and assist the client with lodging application.
- obtain the client's approval to proceed with documentation.

**Note:** Town Planning Services not included. We allow up to 4 hours work by architectural staff for preparation of development approval (DA) submission if required. If a DA is required additional work will be charged at hourly rates. Generally additional work will be required.

### 3.4 Documentation

- prepare recommendation to the client on the preferred method of tendering.
- prepare drawings at an appropriate scale including plans, elevations and sections, and schedules sufficient to enable the project to be tendered.
- co-ordinate and integrate the work of consultants with the architectural drawings.
- Prepare a schedule of materials and finishes necessary to complete the project in accordance with the drawings.

### 3.5 Building Application and Tendering

- obtain clients approval of documents and to call tenders.

#### Building Application

- prepare building application forms or recommend use of private certifier.

(Note that protracted negotiations with any local authority will be charged at hourly rates).

- submit documents to local authority for building approval.
- respond to enquiries from local authority.

#### Tendering

- call tenders.
- respond to enquires from tenderers.
- close and assess the tenders.
- negotiate with the preferred tenderer.
- prepare tender recommendation.

### 3.6

## 4 Contract Administration

The fees for Contract Administration are payable on monthly accounts over the duration of the job and are proportional to the value of work executed.

- prepare the contract documents for signing by both parties.
- undertake periodic site inspections and take all reasonable steps to check work in progress regarding design quality control, materials selections and performance as described in the contract documents.
- review shop drawings and other builder's submissions.
- provide all working details and information required including:  
Specialist detailing of material finishes throughout the project.  
Cabinet details - bathroom and kitchen layouts, wardrobes, desks and shelving.  
Paint and colour schemes.  
Electrical layouts
- provide instructions to clarify the contract documents where required.
- administer variations and obtain client approvals.
- arrange and attend site meetings and other meetings as required.
- provide client with regular reports regarding time, payments and progress.
- assess progress claims and issue progress certificates.
- assess and approve claims for extensions of time.
- adjust prime cost and provisional sums and other monetary sums included in the contract documents.
- take all reasonable steps to co-ordinate consultants.
- prepare defects list prior to practical completion.
- inspect rectification and issue notice of practical completion.

### Post Construction

- assess the final contract account.
- inspect the works and prepare final defects listing.
- issue the final certificate on final inspection.

## 4.0 The Fees

The fees for the 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. If applicable a combination of each method may be used to establish the fees. The hourly rates will also be used to establish additional fees where additional services are required.

### 4.1 Fee basis

	Percentage	Lump sum	Hourly rate
	(indicate agreed method with a ✓ in the box)		
Sketch design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building application & tendering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 4.2 Fixed Fee

Percentage fees shall be assessed on the final cost of the works which is defined as the total cost of the works including any approved, but later, abandoned work.

The fee shall be as follows:

3.2 Sketch design	3.0%
3.3 Detailed design	1.5%
3.4 Documentation	4.5%
	-----
Total Fee to this stage	9% of the final cost of the work

For buildings under \$150,000, and Alterations & Additions to existing buildings the fee shall be as follows:

3.2 Sketch design	4%
3.3 Detailed design	2%
3.4 Documentation	6%
	-----
Total Fee to this stage	12% of the final cost of the work

The fee shall be calculated on a figure agreed by all parties and shall be adjusted at acceptance of contract figure.

The contract shall be administered on the above fee and finally adjusted at completion of the works on issue and acceptance by all parties of the final accounts.

- 3.5 Building Application
- 3.6 Tendering & Contract Administration shall be charged at the hourly rates listed below.

## 4.3 Hourly rate fees

Where the fee is to be calculated on the basis of agreed hourly rates the architect shall provide, if so requested, substantiation of the charges by way of time sheets or other records to show all hours expended on the project. This section should be completed for all projects and used as a basis for additional fees.

The hourly rates shall be:

Principal	\$200.00
Senior Architect	\$150.00
Architect	\$110.00
Technician	\$ 75.00
Junior staff	\$ 37.50
(Including GST)	

## 4.4 Interest

The interest rate to be applied to overdue accounts shall be 10 %.

## 4.5 Payment Schedule

Fees are generally charged on completion of the stages as set out in Section 3. Contract Administration (Stage 3.6) is payable on a monthly Progress Claim basis.

Where agreed with the client other stages may also be charged on a progress basis.

Payment of accounts is 7 days from receipt of invoice.

## 4.6 Deposit

On the commissioning the Architect the Client shall pay \$1,650.00 incl GST which will credited against the first account for fees to be charged at completion of Sketch Design in Stage 3.2.

### 6.0 Reimbursable expenses\*

*The following expenses will be paid by the client, paid by the architect and reimbursed by the client, included in the architect's fee or do not apply to this project as indicated.*

Reimbursable item or expense	Paid by client	Reim-bursed	Included in fee
Fees, taxes, levies or charges paid to authorities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Advertisements and notices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparation of submissions and attendance at appeals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special presentation material, models, perspectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fees for consultants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental of special equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Photographic records	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transfer of computer drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone calls other than local	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Airfreight and courier services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provision of documents other than to client for client's own use	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provision of building contracts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Travel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A service fee of 10% will be charged for reimbursement of expenses paid by the architect on behalf of the client.

- *Most projects involve expenses (disbursements) which are not usually included in the architect's fee.*