



- **Client's, Architect's  
Role &  
Responsibilities,  
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— Jit Kumar Gupta :

# Client/Architect role and Responsibilities

- In all architectural projects- there is a triad- comprising of Architect, Client and Contractor
- They are supposed to work jointly to achieve the objective of completing the project within the defined framework of cost, quality and time.
- It needs to be ensured that there is no cost-overrun and time-overrun and there is no compromise with the quality of building constructed
- Client wants value for money which he is investing in the project
- Contractor wants to maximize his profits- most of the time at the cost of client money
- Architect has to work for promoting the fair and rational interest of the client who has hired him for rendering services .
- Architect and contractor have to work for completion of the project on time and within given cost
- Client duty is to facilitate so that work is not obstructed
- Architect duty is to select an appropriate and competent contractor
- Contractor must have the competency, expertise and capacity of completing the project Often there are conflicts during the execution of the project
- Architect remains vital to act with all fairness to complete the project

# CLIENT'S ROLE AND RESPONSIBILITIES

Client to discharge following obligations connected with project / engagement of the Architect :

- 1 Provide detailed requirements of the project.
- 2 Provide property lease/ ownership documents.
- 3 Provide a:
  - -- site plan, to a suitable scale,
  - -- showing boundaries, contours at suitable intervals,
  - --existing physical features
  - -- existing roads, paths,
  - -- trees, existing structures,
  - -- existing service and utility lines and
  - -- such lines to which proposed service can be connected
  - -- If information not readily available,
  - -- Client to arrange for survey/ collection of necessary information and pay for same.
- 4 To furnish reports on—
  - soil conditions/ test as required by Architect or
  - -- pay for the preparation of the same.

# CLIENT'S ROLE AND RESPONSIBILITIES

- 5 Statutory stipulations/ Codes of Practice/Schedule of rates, etc., to be followed.
- 6 Pay fees, levies, security deposits and expenses for statutory sanction.
- 7 Follow professional advice of Architect - make no changes in drawings and
  - --documents without consent of Architect.
- 8 Honour Architect's bills within one month of submission.
- 9 Appoint
  - -- Construction Manager (Clerk of Works/ Site Supervisor or
  - --Construction Management Agency
  - --in case of a large and complex project)
  - as per the Architect's advice.



# **ARCHITECT'S ROLE AND RESPONSIBILITIES :**

# . EXECUTION OF THE ASSIGNMENT-

## Architect Role and Responsibility

- 1 Architect to keep Client informed about progress of work .
- 2 Architect to **appoint specialised consultants in consultation with Client**, when necessary.
- 3 Architect **responsible for direction/ integration of consultants work.**
- **Consultants responsible for calculations/ detailed design / periodic inspection/ evaluation of work entrusted .**
- 4 Architect to advise Client on
- -- **Time Schedule (Bar Chart/PERT/ CPM Network)** prepared by contractors for completion of work.
- 5 Architect to supply to Client, free of cost, upto **six sets of drawings at different stages.**
- 6 Architect not to make
- -- **deviations/alterations/ omissions**
- -- from approved drawings,
- -- involving financial implications without prior consent of the Client.

# . EXECUTION OF THE ASSIGNMENT

- **7 Additional professional services** rendered by Architect after project completion **period --compensated** on mutually agreed terms.
- **8 Architect to exercise all:**
  - reasonable skill, care and diligence
  - exercise superintendence / inspection
  - -- to ensure works executed
  - -- in accordance with Conditions of Contract.
- **9 Any revision in drawings/ tenders / documents**, once approved, required by Client
  - -- compensated as additional services by Architect and
  - -- **paid for @ 50% of the fee prescribed for the relevant stage(s).**
- **10 No change made in approved drawings / specifications** at site without consent of Architect.
- **11 Any curtailment of professional services**, beyond Stage 2
  - -- client to pay at least 20% of fee
  - -- for remaining Stage(s) of curtailed work/ Services.

# Time Schedule

- **TIME SCHEDULE :**
- Architect in consultation with the Client, prepare:
  - -- a Time Schedule
  - -- in respect of various services
  - --to be rendered and
  - -- discharge of Client's obligations.



# INDEMNIFICATION

In the event a

- -- claim / suit is brought
- -- against Architect/ Consultants
- -- by any third party
- -- for damages
- -- arising from personal injury
- -- or property damage
- -- caused wholly by Client, or
- -- anyone employed by Client, or
- -- anyone for whose acts Client held responsible,
- -- then Client shall indemnify Architect and
- -- fully reimburse any loss/ damage / expenses,
- including attorney's fees,
- which Architect may incur

# OWNERSHIP OF COPYRIGHT

- **Architectural design --an intellectual property of Architect.**
- **-- Drawings, Specifications, Documents and models -- also property of Architect**
- - whether project, for which made, executed or not.
- -- Client may retain copies of Architect's models, drawings, specifications; other documents for information and use in connection with project.
- -- But not used for other project by Client / any other person, except for repetition as stipulated in Scale of Charges.

# TERMINATION OF AGREEMENT :

- **1 Agreement between Architect / Client may be terminated :**
- --by either one
- -- giving other a written notice
- -- of not less than **30 (thirty) days,**
- -- should either fail substantially to perform his part of responsibilities/duties,
- -- so long as the failure not caused by one initiating termination.
- **2 When termination of Agreement**
- -- not related to-- omission/ neglect / default of **Architect**
- -- **Architect** entitled to professional fees
- **3 When Architect's firm closing its business**
- -- or Client having terminated agreement
- -- **Client have right to**
- -- **employ another Architect**
- -- to complete work,
- -- after making payment
- -- to previous architect's firm.

# INTERPRETATION ::

In case of

- any ambiguity or
- -- difficulty
- -- in interpretation of
- -- Conditions of Engagement and
- -- Scale of Charges,
- -- interpretation of
- -- Council of Architecture
- -- shall be final and binding
- -- on Architect and Client.

# ARBITRATION :

- **All disputes / differences**
- **between Client and Architect**
- -- under "Conditions of Engagement and
- --Scale of Charges“
- -- with regard to the
- -- meaning / interpretation or
- -- matter / things done / to be done
- -- such disputes /differences
- -- **referred for arbitration**
- -- **to Council of Architecture.**
- **Arbitrator appointed by**
- **President, Council of Architecture.**
- **Arbitration conducted as per the provisions of the Arbitration and Conciliation Act, 1996.**
- Decision / award of Arbitrator -- final and binding on Architect/ Client.