



Subject: Professional Practice - I

Topic: Architect's Role And Responsibility

Presented by: Ruchi Saxena

. EXECUTION OF THE ASSIGNMENT

- 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.

Architecture and related Professions

- Architecture-- is primarily art / science of designing spaces --for serving multifarious activities of human beings and-- for meeting their specific needs in a meaningful built environment.
- Structural Design-- is to evolve a strong, durable and an efficient skeleton --so that the space which architecture encloses, and form in which it expresses itself as interior content and an exterior container, becomes an organic extension of one another
- Urban Design--- is architecture of cities, highly complex and gargantuan in scale. The primary aim of urban design is to imbibe and maintain a sense of identity and harmony among buildings, open spaces and other structures by means of a pleasant and memorable visual imagery throughout the length and breadth of an urban setting.
- Landscape Architecture-- deals with the analysis, planning, design, management, preservation and rehabilitation of land and also determines the environmental impact. It is a science capable of objective analysis and synthesis leading to an ecologically-sensitive design, which is self-sustainable.
- Interior Architecture-- primary objective is to generate a purposeful ambience such as would stimulate the user's creative potential through multifarious activities
- Architecture Design ---essentially is a product of an individual mind but realized through association of experts from allied fields who contribute in the process of construction