

Details of the provider and of the services

The following information is offered in agreement with Article 22 of the Law 17/2009 of 23 November, about free access to service activities and its exercise (BOE of 24 November 2009):

a) Identity, form and legal status, tax identification number, address of the establishment, and contact details

Identity: Daniel Trujillano Trujillano

Form and legal status: Self-employed professional

Tax identification number: 08917772M

Address: C/ La Terraza, nº 152-7º C; 29680-Estepona (Málaga) SPAIN

Contact details: Phone: 0034 627812076
e-mail: info@arquitectotrujillano.com

b) Registration details

Collegiate number 650.

c) Professional qualifications and country in which it was granted, professional association

Professional qualifications and country in which it was granted: Degree in Architecture, obtained in Spain

Professional association: Colegio oficial de arquitectos de Málaga

d) General terms and conditions, and those relating to the law and jurisdiction governing the contract

GC1 CLIENT'S RESPONSIBILITIES

1. The client shall provide all information as outlined in the schedule(s) identified in the agreement. The architect shall be entitled to rely upon such information. Contracts for the provision of information, whether arranged by the client or the architect, shall be considered direct contracts with the client unless explicitly provided otherwise.

2. The client shall:

authorize in writing a person to act on the client's behalf and define that person's scope of authority with respect to the project when necessary. In the absence of such naming of an authorized representative, the signatory to the contract is deemed to be the representative;

review documents submitted by the architect and give the architect timely decisions for the orderly progress of the architect's services;

obtain and pay for the building permit and all other permits and development costs;

immediately notify the architect in writing if the client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the contract;

engage consultants identified in the agreement under terms and conditions of agreements that are compatible with the contract;

ensure that all consultants engaged by the client under the agreement carry professional liability insurance coverage.

GC2 ARCHITECT'S RESPONSIBILITIES

1. The architect shall provide professional services as outlined in the schedule(s) identified in the agreement.

2. The architect shall maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of direct personnel expense. These records shall be maintained to acceptable accounting standards and made available to the client at mutually convenient times.

GC3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

1. Construction Budget and Construction Cost

Neither the architect nor the client has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.

2. Estimate of Probable Construction Cost

If the construction procurement phase has not commenced within three months after the architect submits the construction documents to the client, the agreed estimate of probable construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the client and the date on which bids or proposals are sought.

3. If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed statement of probable construction cost by more than 15%, the client shall provide:

written approval of an increase in the estimate of probable construction cost, or

authorization for re-bidding or re-negotiating of the proposal, or co-operate with the architect in revising the project scope or quality as necessary to reduce the construction cost, or termination of the contract if the project is abandoned.

4. If the client proceeds under GC3.3.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed estimate of probable construction cost by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the architect, then the client may require the architect to modify the construction documents or provide other services necessary to reduce the construction cost to within 15% of the latest agreed estimate of probable construction cost for no additional fee.

Such modification of the construction documents to that extent shall be the limit of the architect's responsibility under GC3.3.3, and having done so, the architect shall be entitled to compensation in accordance with the contract, for all other such services performed, whether or not the construction phase is commenced.

GC4 CERTIFICATE FOR PAYMENT

1. The issuance of a certificate for payment shall constitute a representation by the architect to the client, based on the architect's general review and on review of the contractor's schedule of values and application for payment, that the Work has progressed to the value indicated; that to the best of the architect's knowledge, information and belief, the Work observed during the course of general review is in general conformity with the contract documents; and that the contractor is entitled to payment in the amount certified.

Such certification is subject to:

review and evaluation of the Work as it progresses for general conformity as provided in the services outlined in the schedule(s) described in the agreement;

the results of any subsequent tests required by or performed under the contract documents;

minor deviations from the contract documents being corrected prior to completion; and GC2

any specific qualifications stated in the certificate for payment.

2. The issuance of the certificate for payment shall not be a representation that the architect has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the client personally liable for the contractor's default.

GC5 COPYRIGHT AND USE OF DOCUMENTS

1. Copyright for the architect's instruments of service belongs to the architect. The architect's instruments of service shall remain the property of the architect whether the project for which they are made is executed or not, and whether or not the architect has been paid for the services. Their alteration by the client is prohibited.

2. Submissions or distribution of the architect's instruments of service, including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the architect's reserved rights.

3. The client may retain copies, including electronic or digital and other reproducible copies, of the architect's instruments of service for information and reference in connection with the client's use and occupancy of the project. Copies may only be used for the purposes intended and for a onetime use, on the same site, and for the same project, by this client only and may not be offered for sale or transfer without the express written consent of the architect. Except for reference purposes, the architect's instruments of service, including all electronic or digital files and information, shall not be used for renovations, additions or alterations to the project or on any other project without a written licence from the architect for the limited or repeat use of the documents.

4. As a condition precedent to the use of the architect's instruments of service for the project, all fees and reimbursable expenses, including all fees and expenses as a result of suspension or termination, due to the architect, are required to be paid in full.

5. The client shall be entitled to keep original models or architectural renderings which the client specifically commissioned and paid for.

GC6 PROJECT IDENTIFICATION

1. The architect shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.

2. The architect shall be entitled to include as part of the contract documents a provision to erect a sign identifying the architect and the architect's consultants on the project site.

In some instances the client may also be represented on the sign. Graphics on the construction sign may also include a reproduction of a rendering of the project.

GC7 LIABILITY OF THE ARCHITECT

1. The architect carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the client at all times, upon request.

2. The client agrees that any and all claims, whether in contract or tort, which the client has or hereafter may have against the architect in any way arising out of or related to the architect's duties and responsibilities pursuant to the contract, shall be limited to coverage and amount of professional liability insurance carried and available to the architect for the payment of such claims at the time the claim is made. Prior to the date of execution of the contract, if the client wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the architect shall cooperate with the client to obtain such increased or special insurance at the client's expense.

3. The architect shall be entitled to rely upon product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

4. The architect shall not:

be required to make exhaustive or continuous on-site reviews;

be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with the contract documents;

have control, charge, or supervision, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the Work; and

be responsible for any and all matters arising from toxic or hazardous substances or materials.

5. The client acknowledges that either the architect or the client may engage consultants on behalf of and for the benefit and convenience of the client; and agrees that the architect shall not be liable to the client, in contract or in tort, for the acts, omissions or errors of such consultants whether retained by the architect or the client. Nothing in this clause shall derogate from the architect's duty of coordination.

6. The client shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the Architect arising out of acts omissions or errors of such person pursuant to the contract.

GC8 SUCCESSORS AND ASSIGNS

1. The client and the architect respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to the contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the contract. Except as otherwise provided herein, neither the client nor the architect shall assign, sublet, or transfer an interest in the contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

2. The contract documents are for the purpose of construction of the project contemplated by the agreement and shall not be used by the client for any other purpose.

GC9 EXTENT OF CONTRACT

1. The contract represents the entire and integrated contract between the client and the architect and supersedes all prior negotiations, representations, or contracts, either written or oral. The contract may be amended only in writing signed by both the client and the architect.

GC10 PAYMENTS TO THE ARCHITECT

FEES

1. An invoice submitted by the architect under the contract is due and payable when submitted to the client. Payments for the architect's services shall be made on account for invoices as described in the agreement and, where applicable, shall be in proportion to services performed within each phase of the service.

2. No deductions shall be made by the client from amounts payable to the architect on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the architect is proven to be legally responsible or has agreed to pay.

3. Variance from the construction budget established under the contract shall not constitute grounds for the client to withhold fees due to the architect.

4. When a percentage-based fee is used as the method for determining the architect's fee, the basis for calculating the applicable portion of the fee for each phase of the architect's services shall be based on the agreement.

5. If the scope of the project or of the architect's services is changed, the fees shall be adjusted accordingly. For additional services or when revisions or additions are made to the program of requirements or previously approved documents prepared by the architect and such revisions or additions require services beyond those already provided, the fee for such additional services shall be based on the rates of the agreement, or as otherwise mutually agreed with the client.

6. If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the architect, fees for services required for such extended period of the contract administration shall be adjusted and computed as set forth in the agreement or as otherwise mutually agreed with the client.

7. In the event that new or additional taxes in respect of the services included in the contract are required by provincial, territorial, regional or municipal legislation after the contract is executed, the amount under the contract shall be adjusted to include such taxes.

8. Fees and reimbursable expenses may be subject to such value-added taxes. The client shall pay to the architect, together with, and in addition to, any fees and reimbursable expenses that are, or become, payable as required by legislation, any value-added taxes that become payable in relation to the fees and reimbursable expenses.

REIMBURSABLE EXPENSES

9. The client shall pay the architect for all reimbursable expenses as defined plus an administrative charge as identified in the agreement.

10. All reimbursable expenses not defined shall be approved by the client prior to any expenditure by the architect.

GC11 SEVERABILITY

1. If any provision of the contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the contract and the other provisions shall remain in full force and effect.

GC12 TERMS AND CONDITIONS RELATING TO THE LEGISLATION AND JURISDICTION OF THE CONTRACT

1. The Architect shall abide by the provisions of applicable urban planning regulations and in the Basic Building Standards and other mandatory technical provisions, observing the precepts of the law governing his professional practice.
2. Renouncing any other jurisdiction which could apply, the parties submit to the court in Malaga to resolve any disputes that may arise in the performance of the contract.

e) Fee proposal

Upon request of the client, the provider shall provide a sufficiently detailed Scope of services and fee proposal for his consideration. Clients may use the contact details of the provider to manage their requests. The provider will respond as soon as possible and in any case not later than one month from the receipt of the request.

f) Architect's Services

1.0 Architect's Services

1.1 The architect's services consist of those services performed by the architect, the architect's employees, and the architect's consultants set forth herein and any other services included. They include the provision of normal structural, mechanical and electrical engineering services by professional engineers when these consultants are engaged by the architect.

1.2 The architect's services include consultant co-ordination required to integrate all parts of the services.

2.0 Schematic Design Phase

The architect shall:

1. review the program of requirements furnished by the client and characteristics of the site;
2. review and comment on the client's construction budget in relation to the client's program of requirements;
3. review with the client alternative approaches to the design of the project and the types of construction contracts;
4. review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction;
5. based on the mutually agreed upon program of requirements, schedule and construction budget, prepare for the client's review and approval, schematic design documents to illustrate the scale and character of the project and how the parts of the project functionally relate to each other; and

6. prepare and submit to the client an estimate of probable construction cost based on current area or volume unit costs.

3.0 Design Development Phase

Based on client approved schematic design documents and agreed estimate of probable construction cost, the architect shall:

1. prepare for the client's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the project, to describe the size and character of the entire project including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate;
2. prepare and submit to the client for approval a revised estimate of probable construction cost, and
3. continue to review applicable statutes, regulations, codes and by laws as the design of the project is developed.

4.0 Construction Documents Phase

1. Based on the client approved design development documents and agreed estimate of probable construction cost, the architect shall:
2. prepare, for the client's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project
3. advise the client of any adjustments to the estimate of probable construction cost, including adjustments indicated by changes in requirements and general market conditions;
4. obtain instructions from and advise the client on the preparation of the necessary bidding information, bidding forms, conditions of the contract and the form of contract between the client and the contractor; and
5. review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction in order that the client may apply for and obtain the consents, approvals, licences and permits necessary for the project.

5.0 Bidding or Negotiation Phase

1. Following the client's approval of the construction documents and the latest estimate of probable construction cost, the architect shall assist and advise the client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

6.0 Construction Phase – Contract Administration

1. The extent of the duties, responsibilities and limitations of authority of the architect as the client's representative during construction shall be modified or extended only with the written consent of the client and the architect.

2. During the construction phase – contract administration, the architect shall:

- a. be a representative of the client;
- b. advise and consult with the client;
- c. have the authority to act on the client's behalf to the extent provided in the contract and the construction contract documents;
- d. have access to the Work at all times wherever it is in preparation or progress;
- e. forward all instructions from the client to the contractor;
- f. carry out the general review of the Work;
- g. examine, evaluate and report to the client upon representative samples of the Work;
- h. keep the client informed of the progress and quality of the Work, and report to the client defects and deficiencies in the Work observed during the course of the site reviews;
- i. determine the amounts owing to the contractor under the construction contract based on the architect's observations and evaluation of the contractor's application(s) for payment;
- j. issue certificates for payment in the value proportionate to the amount of the construction contract, of Work performed and products delivered to the place of the Work;
- k. in the first instance, interpret the requirements of the construction contract documents and make findings as to the performance thereunder by both the client and contractor;
- l. render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the client or the contractor.
- m. render written findings within a reasonable time, on all claims, disputes and other matters in question between the client and the contractor relating to the execution or performance of the Work or the interpretation of the construction contract documents;
- n. render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the client nor the contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- o. have the authority to reject Work which does not conform to the construction contract documents, and whenever, in the architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed;
- p. review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the construction contract documents;

- q. prepare change orders and change directives for the client's approval and signature in accordance with the construction contract documents;
- r. have the authority to order minor adjustments in the Work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time;
- s. furnish supplemental instructions to the contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the architect and the contractor;
- t. determine the date of Substantial Performance of the Work;
- u. receive from the contract and forward to the client for the client's review the written warranties and related documents;
- v. verify the validity of the contractor's application for final payment and issue a certificate of final payment; and
- w. prior to the end of the period of one year following the date of Substantial Performance of the Work, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the Work in accordance with the construction contract.

7.0 Construction Budget and Estimate of Probable Construction Cost

1. The architect shall review and comment on the client's construction budget and shall prepare the estimate of probable construction cost as set out in the contract.

g) Required insurance or guarantees, insurer details and geographic coverage of insurance

Insurance: Professional liability insurance for architects

Insurer: ASEMAS

Gran vía, 2; 48001-Bilbao

Tel.: 944235412

Fax: 944238995

www.asemas.es

Geographic coverage: The insurance extends and limits to the architect's professional liability arising from activities or damage occurring on Spanish territory and claimed or likely to complain to the Spanish courts.

h) Language or languages in which the contract may be prepared

The contract will be prepared in Spanish and, upon request of the client, in English. When the contract or any documents are prepared in both English and Spanish, it is agreed that in the event of any discrepancy between the English and the Spanish version, the Spanish language shall prevail.

i) Suspension and termination

SUSPENSION

1. If the client lacks the financial ability or authority to proceed, the client may give seven days written notice to the architect that the client elects to suspend the architect's services.

2. If any invoice submitted by the architect remains unpaid by the client for forty-five days or more from the date the invoice was submitted, then the architect may give seven days written notice to the client that the architect will suspend services.

3. The architect may suspend services on the project:

- if within seven days of delivery of the notice, the client has not paid the architect's invoice, or the architect and the client have not agreed in writing on terms for payment of the invoice, or,

- if construction of the Work proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the architect becomes aware of an action taken by the client which violates applicable building codes or regulations, then,

- in either of these events the client shall not have any claim whatsoever against the architect for any loss, cost, damage, or expense incurred or anticipated to be incurred by the client as a result of the suspended services.

4. The rights of the architect are in addition to and not in substitution for any other rights the architect may have under the contract or otherwise for non-payment of the architect's invoices by the client.

5. In the event of a suspension of services, the architect shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the architect shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the architect shall be entitled to payment, within 30 days of the date that the invoice for suspension of services is submitted, for all suspension expenses and for all expenses for recommencement of services. The architect's fees for the remaining services and time schedules shall be adjusted accordingly.

6. Suspension expenses include expenses directly attributable to suspension of the project for which the architect is not otherwise compensated, including costs attributed to suspending the architect's contractual and employee commitments.

TERMINATION

7. If the project results in construction, the contract is terminated on the earliest of:

- the date of receipt of letter of termination from the client, or
- 7 days from the abandonment of the project; or
- one year from the date of certification of substantial performance of the Work; or
- one year from the date of total completion.

8. The contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. The contract may be terminated by the client upon at least seven days written notice to the architect in the event that the project is abandoned.

10. If the project is suspended or abandoned in whole or in part for more than a total of 60 days it shall be deemed to be abandoned and treated in accordance.

11. In the event of termination, the architect shall be paid, within 30 days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses.

12. Termination expenses are expenses directly attributable to abandonment of the project or termination of the contract for which the architect is not otherwise compensated, and in addition, an amount for anticipated loss of earnings computed as a percentage of the total fee earned to the time of termination for the architect's services and additional services, as follows:

- twenty percent if termination occurs during the schematic design phase; or
- ten percent if termination occurs during the design development phase; or
- five percent if termination occurs during a phase subsequent to the design development phase.