C3: SCOPE OF SERVICES

C3.0 Overall description of the Services

C3.0.1 Project description
Provision of Professional Services for the Condition Based replacement of Cape Town: Parliamentary Precinct: tuynhuys: upgrade of the sound and audio visual equipment for presidency: WCS: 056908

C3.0.2 Scope
The following locations of scope in Tuynhuys are included in the scope of works: Cabinet Room, Media Room, President's room, Room 25, Room 29, Green Room Lounge, Adjacent VIP Reception Area, President's Office, Deputy President's Office and portable sound. Further requirements include the following:

- Provide one Central UPS and standby generator connectivity for uninterrupted service to these locations and AV equipment. All plugs and lights to these areas include AV equipment servicing these areas, but located in area not mentioned must be included. Surge protection on incoming and outgoing supplies to be provided.
- Assess current lighting installations and upgrade where necessary.
- Allow for additional PowerPoints
- Allow for cabinetry, joinery, building to ceilings etc.
- Allow redundant cabling and equipment to be removed.
- To be compatible with existing Microsoft 360 licenses, including zoom, Skype, Cisco, WebEx, Seta based cloud services, MAC, etc.
- The upgraded Technology requires fixed Wi-Fi connectivity. There is currently no fiber to the building therefore non to the equipment. The fiber requirement is a cost for the presidency, however the provision of it must be aligned with the installation and connectivity of the AV equipment upgrade as the fiber will provide a more stable platform.
- A further requirements in terms of a mobile/ portable system for use in other areas of tuynhuys and off site locations when required. Currently calls are logged as and when required for DOPWI to provide the necessary support. A permanently available system would allow for easier access to the equipment and a quicker response time installation.
- Replacement of carpets including the interior maintenance and comply with heritage significance.
- The addition of the seatings and associated works of the additional cabinet members in the cabinet room.
- Reconfiguration of the cabinet room including the existing bulky staking doors.
- The scope is not limited to the above highlighted scope, associated works in relation to the upgrade of the sound and audio visuals will be in cooperated.
- The Parliament will advise on the decanting during planning and timing of the construction period based on the schedule of the presidency meetings..

The bidder to note that the estimated costs and fees make allowance for Maintenance, Replacements, Repair and Renovations works. The bidder to take this into consideration in their fees as some items might just be minor maintenance work, but others might require complete re-design, comprehensive details, drawings, reports etc. based on the conditional assessment report outcomes and condition of items.

C3.0.3 Location of the Project
Cape Town, Parliamentary Precinct, Tuynhuys.

C3.0.4 Project Cost Estimate
The project estimate is contained in the specific professional discipline activity schedule and used in the normal fee calculation as per this appointment.

C3.0.5 Project Programme

The programme for the execution of the project is dependent on the various approval processes within the Department and a programme with specific time frames can therefore not be provided at tender stage since it will depend on the time frames required by the consultants for completion of the design and documentation based on the final scope of work, as well as approval processes within the Department and other legislative bodies from whom approvals may be required.

The final programme will be in accordance with the approved programme in terms of clause 3.15 of the Standard Professional Services Contract and clause 3.15.1 of the Contract Data. The following table depicts provisional project milestone dates envisaged for tendering purposes only:

	Project Milestones	Anticipated Date
1	Appointment of Design Consultants	**01 December 2025**
2	Concept Design Approval date	**30 January 2026**
3	Sketch Plan Submission date	**27 February 2026**
4	Sketch Plan Approval date	**13 March 2026**
5	Planning Completion date	**10 April 2026**
6	Confirmation of funds by Client	**30 April 2026**
7	Advertise Bids for construction	**08 May 2026**
8	Closing of Bids for construction	**08 June 2026**
9	Adjudication of Bids and Bid award for construction	**18 June 2026**
10	Site handover	**01 July 2026**
11	Anticipated Practical Completion 6 month construction period + 4 months for anticipated Extension of Time)	**30 January 2027**
12	Anticipated Works Completion	**30 April 2027**
13	Anticipated Final Completion (After 12 month defect liability period)	**30 April 2028**

C3.0.6 Information available from Employer

Available drawings and site layouts will not be provided to the appointed consultants. If the required layouts are not available, then they will have to be compiled during site inspections and investigations. The specific requirements the architect/other services may have, may be required for as-built drawings

The buildings are deemed to be over 60 years and thus have heritage significance and will require necessary approvals from the relevant heritage authorities. The Architect is responsible for these services and must be done by a competent Heritage Architect.

C3.0.7 Other Contracts on Site

There are other contracts such as Facility Management (FM) contracts carrying out maintenance on the site itself in relation to the activities of the occupied terrain.

C3.0.8 Reporting Requirements and Approval Procedure

Specific monthly progress reporting is required in the form of PMO reports format issued by PM, as well as monthly financial reports. Specific reports are required per profession after each stage; Report Stage report; Preliminary Design Report; Final Design Report, etc. The approval procedure is to submit the specific reports to the PM and allowance to be made by the Service Provider to prepare the Sketch Plan documents and make allowance for the attendance of approval meetings Sketch Plan at the Employer's offices. General procedures and requirements are given in the relevant departmental manuals for the different professions

C3.1 Principal agent

C3.1.1 In the event of a construction project manager not being separately appointed, this professional services in consortium will act as the principal agent on this project.

No additional remuneration or any remuneration provided for in the different professions' fee scales will be paid to the Service Provider for providing the services as principal agent. Tenderers must make provision for and include all such costs in their tender when calculating the percentage as described in C2.1.1.2 above.

C3.1.2 Regarding an appointment as principal agent, duties over and above those of the different professions comprising the Service Provider will include *inter alia*:

- receiving of instructions from the departmental project manager and distributing to the relevant parties
- co-ordinating of consultants
- compiling and updating the planning programme
- co-ordinating and arranging site meetings and inspections
- liaising with client department only if specifically so instructed
- close liaising and co-operating with the departmental project manager
- furnishing of monthly project reports
- issuing of written instructions
- receiving notices according to the building contract
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- ensuring that all final accounts will be corrected and handed in on time
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the Tariff of Professional Fees for Architects.

C3.2 Labour-intensive works

(a) The Service Provider shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

(b) The staff member of the Service Provider who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).
The Service Provider must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of (a) and (b) above.

(c) The Service Provider must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (EPWP) published by the Department of Public Works. The Service Provider must sign the undertaking (Appendix E of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)) confirming they have complied with EPWP requirements at design and implementation stages.

(d) The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Employer data on the following indicators with regard to the Project:

- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of Identity documents of workers
- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
- Services provided or delivered in accordance with indicators in the EPWP M & E Framework

(e) The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the Department of Public Works) and obtainable from www.epwp.gov.za.

(f) The Service Provider shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the Employer. If the information submitted by the contractor is inadequate the Service Provider shall not submit the payment certificate to the Employer for payment of the relevant outputs.

(g) The Service Provider shall certify that the works have been completed in accordance with the requirements of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) and the Contract:

- whenever a payment certificate is presented to the Employer for payment; and
- immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.A Scope of Services for architects

C3.A.1 Employer's objectives regarding architectural work

This tender is *inter alia* for:

A Service Provider performing architectural work on a **building project**. This appointment includes Heritage Architect Services.

C3. A. 2 Description of the Services

C3.A.2.1 Services
The following architectural services are required:

Standard services work stages 1 to 6 as further defined hereafter in C3.A.3 Extent of Services as well as in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees **(Board Notice 672 of 2024)** (Annexure B). Should there be any discrepancies between this Tender Document and other of 2024) departmental documentation, the former shall take precedence.

C3.A.3 Extent of the Services

The specific architectural services required on this Project and referred to in C3.A.2 above, entails the following for:-

C3.A.3.1 Full services
Unless otherwise stated, duties will cover the full field of architectural functions.

C3.A.3.2 Additional services carrying additional fees
Refer to Clause 4 and Clause 5.3 of the 2023 NDPWI – Scope of Architectural Services and Tariff of Fees for services additional to the standard services and services for which the fee is time based. It is specified in the Pricing Data how the Service Provider is to be remunerated for additional Services. Any additional services to be rendered requires a fully prepared submission with financial implication, which shall be authorised prior to execution of work as required by the project manager.

Full Heritage Architect Services are required as part of the Architectural scope and fees.

C3.Q Scope of Services for quantity surveyors

C3.Q.1 Employer's objectives regarding quantity surveying work

This tender is *inter alia* for:

A Service Provider performing quantity surveying work on a **building project.**

C3.Q.2 Description of the Services

C3.Q.2.1 Services
The following quantity surveying Services are required:

Full Services as further defined hereafter in C3.3 Extent of Services as well as in the **Guideline Tariff of Professional Fees in Respect of Services Rendered by a Quantity Surveyor in Private Practice** as referred to in C2.1.3.1 (the 2024 Guideline Tariff of Professional Fees) and also as further defined in the most recent publication of the Manual for Consultant Quantity Surveyors (QS 001). Should there be any discrepancies between this Tender Document and the Manual for Consultant Quantity Surveyors, the former shall take precedence

☐ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will not"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s is/ are not responsible for the compilation of the said engineering works then, the Professional Electrical Engineer and the Professional Mechanical Engineer respectively will measure the mechanical and electrical works and submit the measurements and rates complete with descriptions and specifications and drawings to the to the quantity surveyor to be included into the Bill of Quantities.
b) Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the tender evaluations reports as required

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.

☒ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s are responsible for the compilation of the said engineering works then, the quantity surveyor/s will complete the priced Bill of Quantities inclusive of all the work as indicated above.
b) The quantity surveyor/s will be responsible for the tender evaluations reports as required.

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificate and final account.
b) If the quantity surveyor/s will be responsible for compilation of variations as required.
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works.

C3.Q.3 Extent of the Services

The specific quantity surveying Services required on this Project and referred to in C3.Q.2 above, entails the following for:-

C3.Q.3.1 Full services
Unless otherwise stated, duties will cover the full field of quantity surveying functions which are to be performed in accordance with the principles as set out in the most recent publication of the Manual for Consultant Quantity Surveyors(QS 001) and which can briefly be summarised as follows:

- establishment of an effective liaison with the architect;
- preparation of estimates in accordance with the Manual for Consultant Quantity Surveyors (QS 001);
- application of space and cost guidelines, if applicable. If not applicable the necessary adjustment in fees should be reflected in claims for remuneration;
- preparation of bills of quantities for all work in accordance with the Manual for Consultant Quantity Surveyors(QS 001)("all work" shall include *inter alia* electrical, mechanical and any other engineering work);
- administration of the contract in accordance with the Manual for Consultant Quantity Surveyors(QS 001);
- submission of monthly status and cost reports covering all aspects of the works in the prescribed formats "Contract Status Report" (PRM036/1) and "Financial Report" (PRM036/2);
- preparation of the final account in accordance with the Manual for Consultant Quantity Surveyors(QS 001);

Full services shall also include the following:

- the quantity surveyor shall evaluate tenders in consultation with the professional team and compile and submit such a tender report in the prescribed format to the departmental project manager. During this process he/she will maintain confidentiality of information and not negotiate with any tenderer without written instruction from the departmental project manager;
- determine interim progress payments in consultation with the respective agents;
- include in the final account those portions of the building contract comprising subcontracts, selected subcontracts and nominated subcontracts as drawn up by the respective agents;

- compiling an updated original written certification of the amount(s) on which other consultants' fees are based for every account they are allowed to submit. (It is, however, the duty of the other consultants concerned to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with their letter(s) of invitation.)

C3.Q.3.2 Estimates only
Preparation of estimates in accordance with the Manual for Consultant Quantity Surveyors (QS 001).

C3.Q.3.3 Principal agent
Should this appointment be to also act as principal agent over and above those as quantity surveyor, the duties will *inter alia* include:

- receiving of instructions from the departmental project manager and distributing to the relevant parties;
- co-ordinating of consultants;
- compiling and updating the planning programme;
- co-ordinating and arranging site meetings and inspections;
- liaising with client department only if specifically so instructed;
- close liaising and co-operating with the departmental project manager;
- furnishing of monthly project reports;
- issue written instructions;
- receive notices according to the building contract;
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion;
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable;
- ensuring that all final accounts will be corrected and handed in on time;
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, Section E; and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the 2009 Tariff of Professional Fees.

C3.Q.3.4 Additional Services carrying additional fees
Refer to Clause 2.3, 2.5, 2.6 and Clause 6 of the 2024 Guideline Tariff of Professional Fees for services additional to the standard services and services for which the fee is time based. It is specified in the Pricing Data how the Service Provider is to be remunerated for additional Services. Any additional services to be rendered requires a fully prepared submission with financial implication, which shall be authorised prior to execution of work as required by the project manager.

C3.E Scope of Services for electrical engineers

C3.E.1 Employer's objectives regarding electrical engineering work

This tender is *inter alia* for:

A Service Provider performing electrical engineering work on a **Consortium project**.

C3.E.2 Description of the Services

C3.E.2.1 Services

The general descriptions of the services required are as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees **(Board Notice 783 of 2025)**.

Specific services required are set out in C3.E.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Electrical/Electronic and Mechanical Consulting Engineers. Should there be any discrepancies between this tender document and the Manual for Electrical/Electronic and Mechanical Consulting Engineers, the former shall take precedence.

☐ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will not"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s is/ are not responsible for the compilation of the said engineering works then, the Professional Electrical Engineer and the Professional Mechanical Engineer respectively will measure the mechanical and electrical works and submit the measurements and rates complete with descriptions and specifications and drawings to the to the quantity surveyor to be included into the Bill of Quantities.
b) Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the tender evaluations reports as required

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.

☒ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s are responsible for the compilation of the said engineering works then, the quantity surveyor/s will complete the priced Bill of Quantities inclusive of all the work as indicated above.
b) The quantity surveyor/s will be responsible for the tender evaluations reports as required.

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificate and final account.
b) If the quantity surveyor/s will be responsible for compilation of variations as required.
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works.

C3.E.3 Extent of the Services

The following services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees **(Board Notice 783 of 2025)** , clause 3, are required: (The clause references refer to the corresponding clauses in the Tariff of Fees.)

C3.E.3.1 Normal Services (clause 3.2) including:
Note: payment for Stage 1 - Inception, is deemed to be included in Stage 2 - Preliminary Design, unless the consultant is appointed for this stage only (see Pricing Data), but Stage 1 - Inception, is still required. All activities set out below must be covered with the necessary pricing item in the activity schedule to cover the work identified.

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 - Detail Design
Clause 3.2.4 Stage 4 - Documentation and Procurement
Clause 3.2.5 Stage 5 - Contract Administration and Inspection
Clause 3.2.6 Stage 6 - Close-Out
Completion of all consulting engineering services

C3.E.3.2 Additional Services (clause 3.3) including:

C3.E.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project
Refer to Clause 3.3.1 for listed additional services. Project manager to specify in the Pricing Data how the Service Provider is to be remunerated for additional Services.

C3.E.3.2.2 Clause 3.3.2Construction Monitoring
(i) General
The consultant must make available construction monitoring staff for Level One, (part time) monitoring.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternatively offer is as a result of a bona fide unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper

performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation
Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of he Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office
Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

a) Cell phones, including rental and call charges.
b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc.).
c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
d) All necessary computer hardware, software, printers and modems and associated consumables.
e) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.E.3.2.3 Clause 3.3.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under the contract resulting from this tender, all applicable regulations and stipulations under OHS Act, (Act 85 of 1993) including regulations and codes of practice, etc. are complied with and that the final product shall be in full compliance with said legislation, standards etc.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OHS Act, (Act 85 of 1993).

C3.E.3.2.4 Clause 3.3.4 Quality Assurance System
The firm appointed must make specific arrangements regarding the quality management system over and above the construction monitoring services to achieve the desired result of a fully planned, documented, materials checked, executed, operational, functioning and maintained system at each site. A quality report must accompany the monthly progress reports by the Principal Agent. Allowance for this must be made in the percentage (%) tendered fees.

C3.E.3.2.5 Clause 3.3.5Lead Consulting Engineer
The Service Provider must identify the leader and assumes the leadership of the firm

C3.E.3.2.6 Clause 3.3.6Principal Agent of the Client
The principal agent is named in C3.3.2.1.

C3.E.3.3 Additional Services (Other)

C3.E.3.3.1 Environmental Impact Assessment
The project is not envisaged to have an EIA scoping report due to being on existing zoned property and the work executed is of a condition-based repair and maintenance nature and within the confines of the existing sites.

C3.E.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in C2 Pricing Data.

C3.3 General for all professions

C3.3.1 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression of *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

C3.3.2 Co-operation with other services providers

It will be required of the Service Provider to co-operate with the following:

C3.3.2.1 Service Providers
Service Providers from the following professions are/will be appointed on the Project to form the professional team:

HEALTH AND SAFETY AGENT i.t.o. the Construction Regulations in the Occupational Health and Safety Act and all others as the case may be)
and other service providers as may from time to time be deemed necessary.

The above-mentioned **PROFESSIONAL SERVICES IN CONSORTIUM** will act as principal agent.

The required professional services will be executed by the professional team under the control and management of the designated departmental project manager who, at the time of invitation to perform professional services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C3.3.2.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations in the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this Contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation, instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under the act.

C3.3.2.3 Other role players
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.3.3 Brief

C3.3.3.1 Target dates and times
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor, to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

The Principal Agent / Principal Engineer or if a Quantity Surveyor has been appointed, the Quantity Surveyor, shall prepare the final account in consultation with the Employer and issue the final account to the contractor within sixty (60) working days from the date of Practical Completion. Late completion of final account will result in penalties being applied per calendar day, as tabled under Clause 3.12 of the Contract Data.

C3.3.3.2 Reporting requirements
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.3.3.3 Local content
It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.3.3.4 Design innovation
Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to:

(a) sustainable development
e.g. in building form, material choice, construction detailing and methods, recycling ability;
(b) energy efficiency
e.g.
(i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources);
(ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings);
(iii) alternative or renewable energy sources where practical/feasible/economical;
(c) water conservation/saving/re-use methods and
(d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/ environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

C3.3.3.5 Final disposal of documents
Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.3.4 Reference data

C3.3.4.1 Space norms
Space norms **are not** applicable on this service.

The space norms of the Department of Public Works & Infrastructure, space norms as may be published in the government gazette, norms determined by the Employer, when applicable to this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set, being exceeded, shall be for the Service Provider's account.

The professional team must apply cost control and submit elemental estimates at each stage, reduced to a common date. The Service Provider must set appropriate procedures in place with the other members of the professional team to ensure compliance in this regard.

Space must be controlled and reconciled with the approved norm(s). All planning units are to be provided and if not, this must be pointed out.

The Employer must, at least at completion of each work stage, be provided by the principal agent with certificates which specify that the space norms are not being exceeded, before the next stage may be proceeded with.

The space norm(s) **is/are not applicable**:

(a) SPACE NORM(S):

ASM/GSM n/a ..... n/a m²

C3.3.5 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Architectural Profession Act, 2000 (Act 444 of 2000);

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Project and Construction Management Profession Act, 2000 (Act 48 of 2000);
- Quantity Surveying Profession Act, 2000 (Act 49 of 2000);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Provider under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.3.6 Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

C3.3.7 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.3.8 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained by any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except Defence projects)
Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

C3.3.9 Forms for contract administration

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at *http://www.publicworks.gov.za/*under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary contract, or GCC, if it is an engineering contract, **as approved and in use by the National Department of Public Works & Infrastructure**.

C3.3.10 Condition to accept unregistered persons with suitable built environment qualifications on secondment

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C3.3.11 Submission of Accrual Reports

The Service Provider shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.3.12 Submission of monthly Project Execution Plans (PEP)

The Principle Agent will submit monthly an updated Project Execution Plans (PEP) in accordance with DPWI standard proforma, on a date as agreed with the Employer's Representative.

C3.3.13 Contract Skills Development Goal

The Contract Skills Development Goal is Not Applicable to this project.

The cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice, No. 48491 of 28 April 2023 where the Service Contract has a duration of 12 months or more, and the professional fees excluding allowances and including VAT exceeds R5 million. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughts person	Architectural Profession Act of 2000 (Act No.44 of 2000
Construction Project Management or Construction Management	Construction Project Manager or Construction Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations,
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the

financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours, where the contract amount is the basic fee for services excluding allowances but including VAT.

Where required in terms of the service contract, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

Where required in terms of the service contract, the Employer shall advise the Service Provider of the types of training to be undertaken by the learners and candidates. The mentor shall be a registered person, designated to guide a learner of candidate through structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation.

Achieving the Contract Skills Development Goal (CSDG)

The Service Provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

Contract Skills Development Goal Credits

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of People employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
b) The Service Provider may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).

c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in the Standard, Annexure B.

Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with the Act, Clause 3.3.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

The Service Provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020).

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
Unemployed TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Method 3					
P1 and P2 learners, or a 240 credits .qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

* Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

i) Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner

ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner

iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on 1 April in each year.

The Employer requires that employees of the state be seconded to the Service Provider in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard. The specified number of employees of the state is **N/A**. The Employer shall provide a list of persons for selection by the Service Provider as prescribed in the implementation

guidelines. Persons selected by the Service Provider shall be seconded to the Service Provider under the terms and conditions prescribed in the implementation guidelines.

Where the contract is part of a Strategic Infrastructure Project (SIPs) the Service Provider will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.

Credits towards the contract skills development goal shall be denied where the Service Provider fails to comply in terms of Clause 3.4 of the Act. Compliance requirements shall be in terms of Clause 4 of the Act and records to be provided to be in accordance with Clause 5 of the Act.

Role and Functions of the Skills Development Agency

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service Providers provide direct employment to unemployed learners, or enrols own employees for CSDG compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.
Career Management and Compliance Reporting

The Service Provider shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
d) providing personal protective equipment;
e) liaising with the supervisor to monitor onsite training progress of learners;
f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
g) liaising with the supervisor to prepare reports for the Employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the Service Providers for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

Employment Intermediary

The cidb SDA can act as an employment intermediary for unemployed learners and provide Service Providers with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the Service Provider shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The Service Provider shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (Excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C4: SITE INFORMATION

(Refer to the heading "Description of the Services", sub-heading "Information available from Employer" under C3 above for each professional Service comprising the Service Provider.)

Due to security reasons, the site will be detailed with the appointed bidder and access is subject to vetting.

Annexure A

2023 NDPW - Scope of Engineering Services and Tariff of Fees

The scope of services is as per 2023 NDOPW , However the fees are calculated based on the current tariff of fees per discipline.

National Department of Public Works
Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)

The commencement date of this document

shall be

1 April 2023

2023 National Department of Public Works: Scope of Engineering Services and Tariff of Fees for Registered Professionals

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1. PREAMBLE

The **services** to be provided by the **consulting engineer** and the corresponding remuneration have been set out herein for projects implemented by or on behalf of the National Department of Public Works and Infrastructure.

The Scope of Services and Tariff of Fees described herein are generally applicable and are referred to in the **agreement**. Specific requirements with regards to the Scope of Services and the Tariff of Fees shall be set out in the **agreement** and should any requirement of the **agreement** be in conflict with the requirement of this document, the requirement of the Agreement shall prevail.

Any amount mentioned in or fee calculated in terms of this document is exclusive of Value Added Tax.

This document allows for four different methods of remuneration namely:

(1) Fees for Normal Services (percentage fee based on the cost of works),
(2) Fees for Additional Services (fees for services additional to those provided for in the Normal Services),
(3) Time based fees and
(4) Expenses and costs.

Words or expressions in bold font are defined in clause 2.2.

2. GENERAL PROVISIONS

2.1 Generality of Terms

In this document, except where the context otherwise requires or indicates:

(1) the masculine includes the feminine,
(2) the singular includes the plural, and
(3) any reference to a natural person includes a juristic person.

2.2 Definitions

In this Schedule, any word or expression defined in **the Act** has that meaning, unless the context otherwise indicates:

(1) **Agreement** means the Letter of Appointment/Acceptance or the Professional Services Contract.
(2) **Client** means any juristic person or organ of the State engaging a **consulting engineer** for services on a **project**.
(3) **Construction monitoring** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the **consulting engineer's** engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the **contractor**'s responsibility for executing and completing the works in accordance with his contract.
(4) **Consulting engineer** for purposes of these rules only, means any professional registered in terms of **the Act**, or a juristic person who employs such professional, engaged by a **client** on a **project**.
(5) **Contractor** means any person or a juristic person under contract to a **client** to perform the **works** or part of it on a **project**, including a subcontractor under contract to such **contractor**.
(6) **Cost of the works** means the total amount, exclusive of value added tax, certified or which would normally be certifiable for payment to **contractor(s)** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –
    - a *pro rata* portion of all preliminary and general items applicable to the **works** and
    - the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **client** and including

the cost or a fair evaluation of the cost of installation The sourcing, inspection and testing of such will comprise additional **services** by the **consulting engineer**.

(7) **Electronic Engineering Services** means **services** related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.

(8) **Engineering Project** means a project of which the scope comprises mainly engineering work of one discipline only and all financial and administrative matters are dealt with by the **consulting engineer** or where the **consulting engineer** will act as **principal agent** where other disciplines are also involved.

(9) **Multi-disciplinary Project** means a project comprising building work, together with its associated engineering work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and administrative matters are dealt with by another professional.

(10) **Normal services** means the **services** set out in clause 3.2.

(11) **Principal Agent** means the Professional Service Provider appointed as such.

(12) **Project** means any total scheme envisaged by a **client**, including all the **works** and **services** concerned.

(13) **Services** means the services contemplated in clause 3 on a **project** for which a **consulting engineer** is engaged.

(14) **Stage** means a stage of **normal services** set out in clause 3.2.

(15) **The Act** means the Engineering Profession Act, 2000 (Act No. 46 of 2000).

(16) **Total annual cost of employment** means the total annual cost of employment as defined in clause 4.4(4).

(17) **Works** means the activities on a **project** for which **contractor(s)** are under contract to the **client** to perform or are intended to be performed, including the supply of goods and equipment.

2.3 Short Title

This document is called the "2023 NDPW – Scope of Engineering Services and Tariff of Fees".

3. SCOPE OF SERVICES

3.1 Planning, Studies, Investigations and Assessments Reports

These services, as indicated below, relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

(1) Consultation with the **client** or **client**'s authorized representative.

(2) Inspection of the site of the **project**.

(3) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.

(4) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.

(5) Advice to the **client** as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the **client**'s expense.

(6) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the **works**.

(7) Investigating financial and economic implications relating to the proposals, feasibility studies and/or option analysis and recommendations.

(8) Clause 3.1(7) does not normally apply to civil and structural **services** on **multi-disciplinary projects**, except as far as the interpretation of cost figures for civil and structural **services** are concerned.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

- Collation of information.
- Reports on technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Comparison of **project** options, including life cycle costing and recommendations where required.

3.2 Normal Services

These services are applicable to projects where the nature, form and function of the facility has been defined through previous investigations and reports and the engineering services are required to take the **project** through to successful completion of construction.

3.2.1 Stage 1 – Inception

(Defined as: Establish **client** requirements and preferences, assess user needs and options, appointment of necessary consultants, and establish the **project** brief including **project** objectives, priorities, constraints, assumptions aspirations and strategies.)

(1) Assist in developing a clear **project** brief.
(2) Attend **project** initiation meetings.
(3) Advise on procurement policy for the **project**.
(4) Advise on the rights, constraints, consents and approvals.
(5) Define the scope of **services** and scope of work required.
(6) Conclude the terms of the **agreement** with the **client**.
(7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for **Stage** 2 including the availability and location of infrastructure and services.
(8) Determine the availability of data, drawings and plans relating to the **project**.
(9) Advise on criteria that could influence the **project** life cycle cost significantly.
(10) Provide necessary information within the agreed scope of the **project** to other consultants involved.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

  - Agreed scope of **services** and scope of work.
  - Signed **agreement**.
  - Report on **project**, site and functional requirements.
  - Schedule of required surveys, tests, analyses, site and other investigations.
  - Schedule of consents and approvals within related timeframes.

3.2.2 Stage 2 – Preliminary Design: Concept and Viability

(Defined as: Prepare and finalise the **project** concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability study/ assessment of the **project**.)

Following the **client's** instructions to proceed with the development of preliminary proposals or the basic planning of the **project**, comprising all or any of the following:

(1) Agree documentation programme with principal consultant and other consultants involved.
(2) Attend design and consultants' meetings.
(3) Establish the concept design criteria.
(4) Prepare initial concept design and related documentation.

(5) Advice to the **client** as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the **client**'s expense. This advice is to be presented by the **consulting engineer** based on the interpretation of the results of these tests and investigations including geotechnical and/or foundation investigations, in a report containing recommendations to be applied to and incorporated in designs. The **consulting engineer** will also take the environmental management plan into account for the full life cycle of the **project**.
(6) Preparation and submission to the **client** of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the **client**.
(7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
(8) Establish access, utilities, services and connections required for the design of the **project**.
(9) Coordinate design interfaces with other consultants involved.
(10) Prepare process designs (where required), preliminary designs including preliminary drawings and plans, and related documentation for approval by authorities and **client**, including costing of the aforementioned.
(11) Provide cost estimates and life cycle costs including financial implications and preliminary programmes.
(12) Liaise, co-operate and provide necessary information to the **client**, principal consultant and other consultants involved.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
  - Concept design report.
  - Schedule of required surveys, tests and other investigations and related reports.
  - Process design report.
  - Preliminary design report.
  - Cost estimates, concept and viability reports which include all or any of the above.

3.2.3 Stage 3 – Detail Design

(Defined as: Finalise the design, outline specifications, cost plan, financial viability and programme for the **project**.)

(1) Review documentation programme with principal consultant and other consultants involved.
(2) Attend design and consultants' meetings.
(3) Incorporate **client**'s and authorities' detailed requirements into the design.
(4) Incorporate other consultant's designs and requirements into the design.
(5) Prepare design development drawings including draft technical details and specifications.
(6) Prepare detail designs, and design drawings including draft technical details and specifications:
  - In the case of reinforced concrete **works**, drawings must include bending schedules.
  - In the case of structural steel **works**, drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractor(s)** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.
(7) Review and evaluate design, specifications and estimates of the **cost of works** in order to finalise the detail design **stage**.
(8) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
(9) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
(10) Submit the necessary design documentation to local and other authorities for approval and obtain said approval or alternatively for record purposes where approval is not required by Building Regulations.

(11) Accommodate services design.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

  - Detail design drawings.
  - Outline specifications.
  - Local and other authority submission drawings, reports and approvals.
  - Detailed estimates of construction costs.

3.2.4 Stage 4 – Documentation and Procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the **project**.)

(1) Attend design and consultants' meetings.
(2) Prepare and finalise specifications, schedule of quantities and preambles for the **works**.
(3) Submission of priced document with a detailed estimate, capital and life cycle costs, financial implications and programmes for implementation of the **works**.
(4) Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.
(5) Prepare and finalise the procurement strategy for **contractor(s)** or assist the principal consultant where relevant.
(6) Prepare documentation for **contractor** procurement.
(7) Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.
(8) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
(9) Assist in the evaluation of tenders/bids.
(10) Assist with the preparation of contract documentation for signature.
(11) Assess samples and products for compliance and design intent.
(12) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
(13) Placing orders for the **works** on behalf of the **client**.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

  - Finalised Specifications.
  - Service co-ordination.
  - Detail design drawings.
  - Tender/bid documentation.
  - Tender/bid evaluation and report.
  - Tender/bid recommendation.
  - Priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the **works**.)

(1) Attend site handover.

(2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
(3) Execute the contract administration in terms of the contract between the **client** and the **contractor**.
(4) Prepare schedules of predicted cash flow.
(5) Prepare pro-active estimates of proposed variations for **client** decision making.
(6) Preparation of and issuing variation orders on behalf of and after consultation with the **client**.
(7) Attend regular site, technical and progress meetings.
(8) Inspect **works** for conformity to contract documentation.
(9) Adjudicate and resolve financial claims by **contractor(s)**.
(10) Assist in the resolution of contractual claims by the **contractor**.
(11) Assist the **client** in the resolution of disputes or differences that may arise between the **client** and the **contractor**, except mediation, arbitration and/or litigation.
(12) Establish and maintain a financial control system.
(13) Clarify details and descriptions during construction as required.
(14) Assist and/or prepare valuations for payment certificates to be issued by the **principal agent**.
(15) Witness and review of all tests and mock ups carried out both on and off site.
(16) Check and approve **contractor** drawings for design intent.
(17) Update and issue drawings and drawings register.
(18) Issue contract instructions as and when required.
(19) Agreeing and verifying final quantities during construction with the **contractor**.
(20) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
(21) Inspect the **works** and issue practical completion certificates and defects lists.
(22) Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.
(23) Advice to the **client** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor**.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

  - Schedules of predicted cash flow.
  - Construction documentation.
  - Register of drawings issued.
  - Estimates for proposed variations.
  - Contract instructions.
  - Financial control reports.
  - Valuations for payment certificates.
  - Progressive and draft final account(s).
  - Practical completion and defects list.
  - All statutory certificates and certificate of compliance as required by the local authorities and by the department.

Where a quantity surveyor is included in the project team in Multi-Disciplinary works, items 4, 5, 9 and 12 will not be required from the engineer.

3.2.6 Stage 6 – Close-Out

(Defined as: Fulfil and complete the **project** close-out including necessary documentation to facilitate effective completion, handover and operation of the **project**).

(1) Inspect and verify the rectification of defects.

(2) Prepare comments for relevant payment valuations and completion certificates.
(3) Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
(4) Prepare and/or procure as-built drawings and documentation.
(5) Agreeing final quantities with **contractor(s),** compiling final accounts and issuing final payment certificates.

Deliverables:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.

3.2.7 Targeted (Preferential) Procurement

Should the **client** during any **stage** of the **project**, require the **consulting engineer** to perform work or **services** pertaining to targeted procurement, such work and or **services** could entail, but are not limited to, any or all of the following:
(1) incorporation of any targeted (preferential) participation goals;
(2) the measuring of key participation indicators;
(3) the selection, appointment and administration of participation and;
(4) auditing compliance to the above by any **contractor** s and/or professional consultant.

3.3 Additional Services

The following **services** are additional to the **normal services** provided by the **consulting engineer**, unless specifically agreed otherwise between the **consulting engineer** and the **client**. The **agreement** on the scope of **services** and remuneration shall be in writing and should, if at all possible, be concluded before such **services** are rendered.

3.3.1 Additional Services pertaining to all Stages of the Project

(1) Enquiries not directly concerned with the **works** and its subsequent utilisation.
(2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
(3) Making arrangements for way leaves, servitudes or expropriations.
(4) Negotiating and arranging for the provision or diversion of services not forming part of the **works**.
(5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the **consulting engineer**'s control.
(6) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out or procured on behalf of the **client**.
(7) Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.
(8) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
(9) Detailed inspection, reviewing and checking of designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor** as alternative to those embodied in tender or similar documents prepared by the **consulting engineer**.
(10) Preparing and setting out particulars and calculations in a special form required by any relevant authority.
(11) Abnormal additional **services** by or costs to the **consulting engineer** due to the failure of a **contractor** or others to perform their required duties adequately and on time.
(12) Executing or arranging for the periodic monitoring and adjustment of the **works**, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.

(13) Investigating or reporting on tariffs or charges leviable by or to the **client**.
(14) Advance ordering or reservation of materials and obtaining licenses and permit.
(15) Additional **services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advice upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to **agreement** in writing between the **consulting engineer** and the **client** prior to the execution thereof.
(16) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **client** and **contractor(s)** appointed for the **works** on which the **consulting engineer** provides **services**.
(17) Any other additional **services**, of whatever nature, specifically agreed to in writing between the **consulting engineer** and the **client** prior to the execution thereof.

3.3.2 Construction Monitoring

(1) If the **construction monitoring**, as set out in clause 3.2.5(3), is deemed to be insufficient by the **consulting engineer**, the **consulting engineer** may, with prior written approval having been obtained from the **client**, appoint or make available additional staff for such **construction monitoring** as are necessary to undertake additional **construction monitoring** on site to the extent specifically defined and agreed with the **client**. The functions in respect of additional **construction monitoring** are to be limited to detailed inspections and exclude those mentioned under clause 3.2.5.

Applications for additional staff must be made on the department's prescribed format, together with which the **consulting engineer** must submit a proper motivation, containing *inter alia*, a schedule indicating the envisaged time to be spent on additional **construction monitoring** as applied for, as well as the envisaged time to be spent on normal **construction monitoring** as set out in clause 3.2.5(3).
(2) Alternatively, the **client** may appoint or make available staff, as intended in clause 3.3.2(1), subject to approval by the **consulting engineer**.
(3) Staff, as intended in clauses 3.3.2(1) and 3.3.2(2), shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
(4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration or duration of services be necessary, the utilization of such persons and/or their remuneration must be agreed to in writing with the **client** prior to the implementation thereof.
(5) If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional **services**, including additional site visits, as required and agreed to in writing with the **client** prior to commencement thereof.
(6) Where provided for in the **agreement**, the duties of the **consulting engineer** for the following defined levels of **construction monitoring**, respectively, are as follows:

(a) **Level 1:**

The **construction monitoring** staff shall:-
(i) Maintain a part-time presence on site as agreed with the **client** to review random samples and review important completed work prior to enclosure or on completion as appropriate.
(ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.
(iii) Where the **principal agent**, other than the **consulting engineer**, has been appointed for the **project**, provide such information as to enable the **principal agent** to fulfil his responsibilities.
(iv) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

(b) **Level 2:**

The **construction monitoring** staff shall:-

(i) Maintain a full time presence on site to constantly review –
   (a) Work procedures
   (b) Construction materials
   for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

(ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.

(iii) Where the **principal agent**, other than the **consulting engineer** has been appointed for the **project**, provide such information as to enable the **principal agent** to fulfil his responsibilities.

(iv) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

3.3.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

Should the **client** require the **consulting engineer** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include the following:

(1) The **consulting engineer** must arrange, formally and in writing, for the **contractor** to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

(2) The **consulting engineer** must execute the duties of the **client**, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

3.3.4 Quality Assurance System

Where the **client** requires that a quality management system or quality assurance services, over and above **construction monitoring** services, be applied to the **project**, these are in addition to **normal services** provided by the **consulting engineer** and to be specifically defined and separately agreed in writing prior to commencement thereof.

3.3.5 Lead Consulting Engineer

Should the **client** require the **consulting engineer** to assume the leadership of a joint venture, consortium or team of consulting engineers, of the same discipline, prescribed or requested by the **client**, the additional **services** may include the following:

(1) Responsibility for the overall administration of all sections of the **services**, including those portions of the **services**, which fall within the ambit of the other consulting engineers.

(2) Responsibility for the overall co-ordination, programming of design and financial control of all the **works** included in the **services**.

(3) Processing certificates or recommendations for payment of **contractor(s)**.

3.3.6 Principal Agent of the Client

When a **consulting engineer** is, in addition to his normal functions as **consulting engineer**, appointed as the **principal agent** of the **client** on a project, the **consulting engineer** will also be responsible for the following:

(1) Leadership of the professional team.

(2) Submission of preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of time required and **cost of the works**.

(3) The overall administration of all sections of the **project** including those, which fall within the ambit of the other professional members in the team.

(4) The overall coordination, programming of design and financial control of the **project**.

(5) Resolving differences that may arise between the **client** and the **contractor(s)**, excluding mediation, arbitration or litigation.
(6) Approval of certificates for payment to **contractor(s)** issued by the other professional members in the team before their presentation to the **client** for settlement.
(7) Making arrangements to provide the **client**, on completion of the **works**, with such record drawings as may be required for a proper record of the **works** as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the **works**.
(8) Approval of the final contract account and provision of a close out report for the **project**.
(9) Manage targeted procurement **services** as indicated in clause 3.2.7.

3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

Where the **client** requires the **consulting engineer** to, on his behalf, perform the **services** listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the **client** and the **consulting engineer**:

(1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
(2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
(3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

4. TARIFF OF FEES

4.1 Application of Tariff of Fees

(1) The tariff of fees contained in this Schedule applies in respect of the **services** set out in clause 3 "Scope of Services".

(2) The **client** shall remunerate the **consulting engineer**, for the **services** rendered, on the basis of clauses 4.2 and 4.5. In cases where the **client** and **consulting engineer** have agreed that clauses 4.2 and 4.3 are not applicable, payment should be on the basis of clause 4.4 or as agreed according to clause 4.1(4).

(3) The **client** shall reimburse the **consulting engineer** for all expenses and costs incurred in terms of clause 4.5 in performing his **services**, irrespective of whether fees are charged in terms of clauses 4.2 and 4.3 or clause 4.4 as well as for all costs incurred on behalf, and with the approval of the **client**.

(4) While the tariff of fees contained in this document can be applied to many projects the factors that influence the fees to be paid for **services** are complex and depend on a number of contributing factors These contributing factors that should be taken into account may include, inter alia, all or any of the following:

(a) **Project complexity:** Projects may range from relatively simple projects where it is based on well established, common practices to more complex projects where it calls for the application of new, unusual or untried practices.
(b) **Cost of the works:** This may range from a situation where the **cost of the works** is abnormally high relative to the **services** being rendered to a project where the **cost of the works** is abnormally low relative to the **services** required from the **consulting engineer**.
(c) **Time duration:** This may involve projects where the **works** are executed over appreciably shorter or longer periods than would normally be expected for any of the **stages** defined in 3 "Scope of Services".
(d) **Level of responsibility, liability and risk:** These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the **consulting engineer**.

(e) **Level of expertise, qualifications, skills and experience:** Some works do not require a high degree of expertise while other works may require more specialized expertise or substantial skills and experience that cost more to develop and retain.
(f) **Level of technology** required and changes in technology that may influence the costs of the **services** provided.
(g) Whether aspects related to labour intensive works need to be considered in the design.

(5) Combinations of one or more of the above factors may require an adjustment of the tariffs to fairly compensate the **consulting engineer** and this adjustment should be negotiated in good faith by both parties.

(6) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the **consulting engineer** or as soon after circumstances warrant such as practically possible, but in all cases prior to the **consulting engineer** rendering **services** which may be affected.

(7) Where the **normal services** relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.7 namely civil, structural, mechanical, electrical and **electronic engineering services**, a separate fee for **services** in each discipline should be calculated in accordance with the relevant clause. Where a **consulting engineer** is appointed for either or both electronic and electrical services, his payment shall be according to the electrical fee scales based on the combined value of these **services**.

(8) Where at the instance and with the consent of the **client** the **works** are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for ***normal services*** is:
(a) The sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
(b) A fee agreed to between the **client** and the **consulting engineer** and which fee lies between the fee calculated on the total **cost of the works** and the sum of the fees contemplated in clause 4.1(8)(a) above.

(9) For the calculation of fees, "duplication of works" is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or bridge).

(10) The following fees may be claimed after each **stage** of **services** or monthly or as agreed between the **consulting engineer** and the **client**:
(a) Percentage fees determined on the basis of the **cost of the works** prevailing at the time of the fee calculation and *pro rata* to the completed **services**, or a portion of the total fee based on completion of the **stages** along the lines indicated in 4.2.8.
(b) Time based fees applicable when the **services** were rendered.

(11) Disbursements as set out in clause 4.1(3) may be claimed monthly.

4.2 Fees for Normal Services

4.2.1 Civil and Structural Engineering Services pertaining to Engineering Projects

(1) The basic fee for **normal services** in the disciplines of civil and structural engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	6,0% on the balance over R54 049 000
R 108 099 000	R 651 125 000	R 7 944 500	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 810 900	5.0% on the balance over R 651 125 000

(2) The following additional fee shall be applicable to the value of the reinforced concrete and structural steel portions of the **works**, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any *pro rata* preliminary and general amounts. Where structures of identical design are repeated on the same **project**, the combined costs shall be cumulated for the determination of the cost of the reinforced concrete and structural steel works.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 45 600	5,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 108 100	4,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 489 600	4,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 932 100	3,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 1 902 400	2,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 2 983 500	1,5% on the balance over R 108 099 000
R 651 125 000		R 11 128 900	1.5% on the balance over R 651 125 000

(3) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is excluded from the **cost of the works**, but the full cost of ballast and equipment specially designed by the **consultant** is included in the **cost of the works**.

(4) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(1) and 4.2.1(2) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

(5) These factors do not apply when fees are a lump sum or on a time basis.

(6) In the case of road works, where the road traverses both rural and urban areas, an adjustment *pro rata* to the length of road in rural and urban area should be made.

(7) In the case of road rehabilitation a combination of factors applies depending on the situation of the road (rural or urban) and the category factor for alterations to existing works.

Description of the Works	**Factor by which basic fee is multiplied**
Rural roads (single carriageways), excluding bridges	0,85
Rural freeways and dual carriageways, excluding bridges	0,95
Freeways and dual carriageways through existing peri-urban areas, excluding bridges	1,00
Single Carriageways through existing urban areas	1.00
Freeways and dual carriageways through existing urban areas	1,25
Gravel roads: Primary roads Secondary roads Informal roads	1,25 1,00 0,75
Water and waste water treatment works	1,25
Services (Excluding roads for existing informal settlements including roads and to reduced standards or supplies)	1,25
Water and sanitation in rural areas	1,35
Alterations to existing works (Only applicable to the fees on the portion or section of **works** affected)	1,25
Mass concrete foundations, brickwork and cladding designed and detailed by the **consulting engineer** (Only applicable to the design portion of the fees on such **works**)	0,33
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.2 Civil Engineering Services pertaining to Multi-disciplinary Projects

(1) The basic fee for **normal services** in the discipline of civil engineering, pertaining to **multi-disciplinary projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	7,0% on the balance over R54 049 000
R 108 099 000	R 651 125 000	R 8 485 000	7,0% on the balance over R 108 099 000
R 651 125 000		R 46 496 700	7.0% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing works (Only applicable to the fees on the portion or section of **works** affected)	1,25
Internal water and drainage for buildings upon specific agreement with the **client** to render such services	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated **works**)	0,25

4.2.3 Structural Engineering Services pertaining to Multi-disciplinary Projects

(1) The basic fee for **normal services** in the discipline of structural engineering, pertaining to **multi-disciplinary projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the project.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	7,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 8 485 000	7,0% on the balance over R 108 099 000
R 651 125 000		R 46 496 700	7.0% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing works (Only applicable to the fees on the portion or section of **works** affected)	1,25
Mass concrete foundations and brickwork designed and cladding designed and detailed by the **consulting engineer** (Only applicable to the design portion of the fees on such works)	0,33
Duplication of works (Only applicable to the design portion of the fees on duplicated **works**)	0,25

4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

(1) The basic fee for **normal services** in the discipline of mechanical engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900.00	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200.00	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100.00	8,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 003 200.00	7,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 267 300.00	6,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 7 510 300.00	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 377 200.00	5.5% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.5 Mechanical Engineering services pertaining to Multi-disciplinary Projects

(1) The basic fee for **normal services** in the discipline of mechanical engineering or wet services, pertaining to **multi-disciplinary projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 136 600	15,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 324 300	12,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 384 100	10,5% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 545 900	9,5% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 5 619 000	9,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 10 482 900	8,5% on the balance over R 108 099 000
R 651 125 000		R 56 640 600	8.5% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Multi-tenant installations: *The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.*	1,25
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
For **projects** where the **cost of the works** exceeds R 815,000 and where bills of quantities are not required from the **consulting engineer** and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.6 Electrical and Electronic Engineering Services pertaining to Engineering Projects

(1) The basic fee for **normal services** in the discipline of electrical and electronic engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the services were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	8,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 003 200	7,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 267 300	6,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 7 510 300	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 377 200	5.5% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.7 Electrical and Electronic Engineering services pertaining to Multi-disciplinary Projects

(1) The basic fee for **normal services** in the discipline of electrical and electronic engineering, pertaining to **multi-disciplinary projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 136 600	15,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 324 300	12,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 384 100	10,5% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 545 900	9,5% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 5 619 000	9,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 10 482 900	8,5% on the balance over R 108 099 000
R 651 125 000		R 56 640 600	8.5% on the balance over R 651 125 000

(2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

Description of the Works	Factor by which basic fee is multiplied
Multi-tenant installations: *The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.*	1,25
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
For **projects** where the **cost of the works** exceeds R 815,000 and where bills of quantities are not required from the **consulting engineer** and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.8 Services provided partially or in Stages

(1) The following table shall be used for proportioning the basic fee for **normal services** over the various **stages** of the **services**.

Stage of Services	Percentage points for each stage
Civil: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Structural: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
Close-Out	5
Civil: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Structural: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Mechanical, Electrical and Electronic: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Mechanical, Electrical and Electronic: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5

(2) Where not all the **stages** of the **normal services** are provided by the **consulting engineer**, the fee is, subject to clause 4.1(7), calculated as a percentage of the total fee calculated in terms of this clause, which percentage is the sum of the percentage points appropriate to each **stage** as

set out in the above table against those **stages** of the **services** provided by the **consulting engineer.**

4.2.9 Cancellation or Abandonment

Should instructions having been given by the **client** to the **consulting engineer** to proceed with any of the **stages** of **services** set out in clause 4.2.8(1) and the whole or part of the **works** is cancelled or abandoned or postponed payments will be according to the stipulations of this **agreement** (C2.1.3.9 Pricing Assumptions in this tender document).

4.3 Fees for Additional Services

(1) Subject to clauses 4.2.8(2), 4.3(2), 4.3(3), 4.3(4), 4.3(5), 4.3(6) and 4.3(7), the fees for additional **services**, contemplated in clause 2.2, are agreed to between the **client** and the **consulting engineer** as set out in clause 4.1.

(2) For additional **services** as a result of the resumption of such **services** or the alteration or modification of designs on the instructions of the **client**, the **consulting engineer** is entitled to time based fees and actual costs incurred.

(3) For the provision of a **construction monitoring** service, as contemplated in clause.3.3.2, the **consulting engineer** is entitled to recover from the **client** the fees as agreed between the **consulting engineer** and the **client**:
   (a) for part time **construction monitoring** staff costs, the amount payable to such staff shall be at the hourly rates contemplated in clause 4.4(3);
   (b) for full time **construction monitoring** service the fee shall be based on the **total annual cost of employment** plus a surcharge of twelve percentage points (12%);
   (c) a maximum of 50 hours may be applied for part time **construction monitoring** per month. Time spent on site in excess hereof will be without further remuneration; and
   (d) distances for travelling applied for may not be exceeded without prior written approval of the departmental project manager. Remuneration of travelling will be calculated according to actual distances per month at the applicable rate of the time of travel.

(4) For all other costs, as set out in clause 4.5, the actual expenses incurred.

(5) For duties under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993), as contemplated in clause 3.3.3, the **consulting engineer** shall, if so appointed by the **client**, be remunerated on a time and cost basis as agreed with the **client**.

(6) For assuming the leadership of a joint venture, a consortium or team of consulting engineers, as contemplated in clause 3.3.5, the fee for the lead **consulting engineer** shall be ten percentage points (10%), which is not an additional fee but is that portion of the fee for **services** rendered by the team, which shall be allocated to the lead **consulting engineer**. The apportionment of the fee to **services** is as stated in clause 4.2.8(1).

(7) For **services** as **principal agent** of the **client**, as contemplated in clause 3.3.6, the **consulting engineer** is entitled to an additional fee calculated at one percentage point (1%) of the total **cost of the works** comprising the **project**. The **consulting engineer** is not entitled to any fees for **principal agent** if he is not explicitly appointed as such.

4.4 Time Based Fees

(1) (a) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the **consulting engineer** as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

   (b) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4(3), which is applicable to the **consulting engineer** for professional and any other technical staff employed by the **consulting engineer**, with the actual time spent by such staff in rendering the **services** required by the **client**.

   (c) Professional and technical staff include all staff performing work directly related to the execution of the **services** the **consulting engineer** is engaged for by the **client** and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for **projects**.

(2) To determine the time based fee rates the professional and technical staff concerned is divided into:-

(a) ***Category A***, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

(b) ***Category B***, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

(c) ***Category C***, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.

(d) ***Category D***, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in *categories A, B* or *C*.

(3) The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:

(a) for a person in *category A* and *B*: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Director's grading (level 13) in the Public Service;

(b) for a person in *category C*: 17,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;

(c) for a person in *category D*: 16,5 cents for each R100 of his/her **total annual cost of employment**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director's grading (level 11) in the Public Service.

Hourly rates calculated in terms of (a), (b) and (c) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel, which shall, therefore, not be chargeable separately.

Unless otherwise specifically agreed in writing, remuneration for the time expended by *Category B persons* in terms of (a) above on a project shall be limited to 5 per cent of the total time expended on the **project**. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (b) or (c) above.

Notwithstanding the above, where work is of such a nature that personnel as described in paragraph (c) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in paragraphs (a) and (b) above, irrespective of who in fact executed the work.

The salaries referred to in (a) to (c) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rate as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time may be used as bases for relevant claims.

(4) For the purposes of clause 4.4(3)(c), the **total annual cost of employment** (gross annual remuneration) of a person contemplated in clause 4.4(2) means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of the person.

4.5 Expenses and Costs

All expenses and costs shall be claimed for in accordance with the provisions of the **agreement** subject to the submission of substantiating documentation.

Annexure B

2023 NDPWI - Scope of Architectural Services and Tariff of Fees

National Department of Public Works & Infrastructure
Scope of Architectural Services and Tariff of Fees
in respect of services rendered by a person registered
in terms of section 19(2) of the Architectural Profession Act, 2000
(Act No. 44 of 2000)

The commencement date of this document shall be

01 March 2023

This document is hereafter referred to as the
"2023 NDPWI - Scope of Architectural Services and Tariff of Fees"

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

A Professional Fees for Architects 2023

The definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

1) "Low complexity projects" means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

   These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

2) "Medium complexity projects" means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

   These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

3) "High complexity projects" means a building or buildings in a large or complicated grouping with a significant impact on its environs:

   These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design.

Refer to the IDOW for further detail. The Identification of Work was published under gazette 44505 as Board notice 27 of 2021. https://www.sacapsa.com/services/identification-of-work

PROJECT COST-BASED FEE

The project cost-based fee in Tables A.1 to A.3 is based on the full scope of standard services provided.

Table A.1: Low Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 10 230,18	15,81%	R 1
2	R 200 001	R 650 000	R 41 846,10	15,20%	R 200 001
3	R 650 001	R 2 000 000	R 110 217,17	11,21%	R 650 001
4	R 2 000 001	R 4 000 000	R 261 510,57	9,77%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 456 909,51	9,52%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 694 755,35	8,26%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 231 500,08	7,99%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 3 387 334,84	7,98%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 10 568 956,99	7,47%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 20 272 787,12	7,29%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 39 237 652,49	7,11%	R 520 000 001
12	R 1 040 000 001	-	R 76 203 068,03	6,57%	R 1 040 000 001

Table A.2: Medium Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 12 240,00	18,91%	R 1
2	R 200 001	R 650 000	R 50 067,17	18,18%	R 200 001
3	R 650 001	R 2 000 000	R 131 870,39	13,41%	R 650 001
4	R 2 000 001	R 4 000 000	R 312 886,84	11,69%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 546 673,78	11,38%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 831 246,74	9,88%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 473 440,14	9,56%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 052 809,42	9,55%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 12 645 330,47	8,94%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 24 255 571,57	8,73%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 46 946 267,55	8,51%	R 520 000 001
12	R 1 040 000 001	-	R 91 173 895,32	7,86%	R 1 040 000 001

Table A.3: High Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 14 249,82	22,02%	R 1
2	R 200 001	R 650 000	R 58 288,24	21,17%	R 200 001
3	R 650 001	R 2 000 000	R 153 523,63	15,61%	R 650 001
4	R 2 000 001	R 4 000 000	R 364 263,10	13,61%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 636 438,07	13,25%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 967 738,13	11,51%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 715 380,21	11,12%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 718 284,00	11,12%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 14 721 703,95	10,39%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 28 238 356,02	10,16%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 54 654 882,62	9,90%	R 520 000 001
12	R 1 040 000 001	-	R 106 144 722,59	9,16%	R 1 040 000 001

Method of Fee Calculation:

Professional Fee
=
Primary Fee (C) for applicable Cost Bracket of Value of Works
+
Secondary Fee for applicable Cost Bracket of Value of Works
Calculated as (Applicable Value of Works **minus** Column E) x % in terms of Column D

Example: Fee Calculations – from tables above:

Complexity	**Low Complexity**	**Medium Complexity**	**High Complexity**
Value of Works	R3 000 000	R3 000 000	R3 000 000
Primary Fee	R261 510,57	R312 886,84	R364 263,10
Secondary Fee	(R 3 000 000 - R 2 000 001) x 9.77% R 999 999 x 9.77% R97 699,90	(R 3 000 000 - R 2 000 001) x 11,69% R 999 999 x 11,34% R116 899,88	(R 3 000 O00 - R 2 000 001) x 13,61% R 999 999 x 13,48% R136 099,86
Professional Fee	Primary Fee + Secondary Fee R261510,57 + R97699,9 **R359 210,47**	Primary Fee + Secondary Fee R312886,84 + R116899,88 **R421 353,00**	Primary Fee + Secondary Fee R364263,1 + R136099,86 **R490 539,66**

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

B Architectural Fees Explanatory Document 2023

1. FEES DESCRIPTION

1.1 Where the words and phrases are highlighted in the text of this 2023 NDPWI - Scope of Architectural Services and Tariff of Fees they shall bear the meaning assigned to them in clause 28.1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

1.2 The Department of Public Works and Infrastructure (Department) appoints architects either from a nomination process or by way of fees tender/bid system. In both cases the specific appointment for and nature of the work shall be as indicated in the **agreement(s)** entered into by Department with the professional entity.

1.3 The general guideline for fees based on work performed shall be as indicated below but with the proviso that the appointment documentation may be more specific in certain areas and shall therefore have preference over this document.

1.4 Where the appointment is made on value based remuneration, the basic Value Based Fees as in the applicable table A.1 to A.3 above, shall form the basis for the remuneration of the **architect**. Specific inclusions and exclusions are listed below.

1.5 Where the appointment is made on an hourly basis, or a portion of the appointment carries hourly fees, the fee scales for hourly rates, as determined from time to time by the Department and available on the Department's website shall apply, unless different hourly rates were tendered, in which case such rates will apply.

1.6 Unless the **agreement** between the Department and the professional entity states differently, disbursements, which are available on the Department's website, will be as determined by the Department from time to time.

1.7 The Department appoints architects **registered** as professional architects with **SACAP**. Should the identification of work and/or demarcation of work, as may be gazetted by **SACAP** be accepted by the Department, this document, i.e. 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, will be amended to take into account the scope of services as well as the fees attracted by the other categories of registration with respect to the architectural profession. However, unless otherwise clearly stated, this appointment is for firms offering services in the category of registered professional architect. Where services of **architectural professionals registered** with **SACAP** in categories other than professional architect may be employed by the Department, the services to be rendered and functions to be fulfilled are informed by the 'Identification/demarcation of work for Architectural Professionals', as may be separately determined by **SACAP** and as may be reflected in the **agreement** entered into with the Department.

1.8 The Department may from time to time request sight of the registration status of an appointed architectural **consultant**, irrespective of the category of registration.

2. DESCRIPTION OF STANDARD SERVICE

In a standard service the **architect** is appointed to fulfil the obligations provided for in the appointment **agreement**, which in turn is informed by the exposition of the work stages below as well as the inclusions and/or exclusions listed in this document. The Manual for Private Architects PW147 contains further information pertaining to the work and function of the **architect** and must be read with this document.

3. BRIEF EXPOSITION OF WORK STAGES

The essential functions of each work stage relevant to the service are identified herein as:

3.1 STAGE 1: INCEPTION

Receive, appraise and report on the **client's** requirements with regard to:

(a) The **client's** brief;
(b) The site, rights and constraints;
(c) Budgetary constraints;
(d) The need for **consultants**;
(e) **Project** programme;
(f) Methods of contracting; and
(g) whether, other statutory authority applications are required or desirable.

3.2 STAGE 2: CONCEPT AND VIABILITY (CONCEPT DESIGN)

Prepare an initial design and advise on:

(a) The intended space provisions and planning relationships;
(b) Proposed materials and intended building services;
(c) The technical and functional characteristics of the design;
(d) Check for conformity of the concept with the rights to use the land;
(e) Consult with local and statutory authorities;
(f) Review the anticipated costs of the **project**;
(g) Review the **project** programme.

3.3 STAGE 3: DESIGN DEVELOPMENT

(a) Confirm the scope and complexity with the **client**;
(b) Review the design and consult with local and statutory authorities;
(c) Develop all aspects of the design including, but no limited to, construction systems, materials, fittings, finishes selections and components;
(d) Incorporate and co-ordinate all the services and work of the **consultants**;
(e) Review the design, costing and programme with the **consultants** and the **client**;
(f) Obtain the approval of the Sketch Plan Committee in order to obtain approval from the department project manager to continue with stage 4.

3.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

3.4.1 Stage 4.1

(a) Prepare documentation sufficient for local authority building plan application submission;
(b) Co-ordinate technical documentation with the **consultants** and complete primary coordination sufficient to support building plan submission;
(c) Review the costing and programme with the **consultants**;
(d) Obtain the **client's** authority, and submit documents for comments by the local authority and act on the comments made.

3.4.2 Stage 4.2

(a) Obtain the authority of the departmental project manager to prepare documents to procure offers for the execution of the **works**;
(b) Complete **construction documentation** sufficient to call for tenders;
(c) Including, but not limited to, the preparation of specifications for the **works**;
(d) Evaluate offers and recommend on a successful tender for appointment;
(e) Prepare the **contract** documentation;
(f) Complete all remaining technical **and construction documentation** and coordinate same with the **consultant team**.

3.5 STAGE 5: CONSTRUCTION

(a) Administer the building **contract**;
(b) Together with the departmental project manager, give possession of the site to the **contractor**;
(c) Issue construction documentation;
(d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
(e) Inspect the **works** for conformity to the **contract** documentation and acceptable quality in terms of industry standards;

(f) Administer and perform duties and obligations assigned to the **principal agent** in the **building contract** applicable to this project;
(g) Manage the completion process of the project;
(h) Obtain the certificate of occupation.

3.6 STAGE 6: CLOSE-OUT

(a) Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**;
(b) After the **contractor's** obligations with respect to the building **contract** are fulfilled, the architect shall issue the certificates related to **contract** completion;
(c) Provide the **client** with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

4. ADDITIONAL SERVICES CARRYING ADDITIONAL FEES

The following non exhaustive services are additional to the standard services and qualify for additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the Department and the **architectural professional**.

4.1 SPECIAL DESIGN SERVICES

The preparation of special designs within or in relation to the facilities which are contemplated in this service, which may include:

(a) Rational design and Green Star design documentation; participation in the preparation of rational designs and Green Star design;
(b) Town planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
(c) Sectional titles plans, submissions, alteration and registration;
(d) Master planning – defining and planning the layout of future development of buildings and/or services on the same site;
(e) Landscape design – participation in landscape planning and construction;
(f) Interior design – the design or participation in the design of Interiors and the selection of furnishings and fixtures and special finishes;
(g) Specialized equipment lay-out and consequential coordination requirements;
(h) Liaison with special designers and specialist **consultants**;
(i) Purpose-made items – the design and documentation of purpose made items, only to the extent that services in the relation thereto are deemed unreasonable to be regarded as part of standard services. Prior permission in this regard from the departmental project manager is necessary;
(j) Promotional material, art work and immersive digital experiences, participation in the preparation of;
(k) Plant operation and production layouts, participation in the definition and layout;
(l) Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset management and/or facilities management.

4.2 SPECIAL MANAGEMENT SERVICES

(a) The setting up of a **project** execution plan by the **architect** shall be deemed normal to the duties of the **architect**;
(b) Cost and valuation services – participation in the administration of costs and payments where a quantity surveyor has not been appointed;
(c) Special **inspections** – more intensive **inspections** and assessment of the **works** than the norm to assess compliance with specifications.

4.3 SPECIAL STUDIES

(a) Preparation of the **client's** brief – assist the **client** in the preparation of his requirements with regard to the purpose, scope, use of and operation of the **project**;
(b) Site selection – research the suitability and location of a site for a proposed **project**;
(c) Feasibility studies – participation in technical and/or economic feasibility studies;
(d) Environmental studies – participation in environmental studies;

(e) Energy analysis, studies and planning e.g. Green Star Ratings, but excluding basic architectural design incorporating sound planning for energy efficiency and maintenance;
(f) Market surveys – participation in market surveys;
(g) Traffic studies – participation in traffic flow studies;
(h) Drone studies; specialised photography for technical application and marketing material;
(i) Specialist survey e.g. Point Cloud and Liddar Survey.

4.4 SPECIAL SUBMISSIONS TO STATUTORY AUTHORITIES

(a) Land Use;
(b) Environment;
(c) Heritage;
(d) Licences

4.5 WORK ON EXISTING PREMISES

Note: This item to be read in conjunction with the table in item 5.4 below.

(a) Surveys and inspections – inspect, survey, measure and prepare documentation of existing premises, with other **consultants** as needed. In cases where the nature of **projects** calls for additions/ alterations/ reconfiguration of existing buildings/structures, the cost of surveys and inspections is deemed to be covered by the increase of 30% covered in the table in item 5.4 below;
(b) Restorations and renovations – services in connections with work on existing buildings;
(c) Heritage buildings – services in connection with work on heritage buildings, structures and sites;
(d) Services in connection with demolition permits of existing buildings and structures.

4.5 OTHER SERVICES

(a) Participation in litigation and dispute resolution (where a concurrent service is rendered);
(b) Mutually agreed additional services.

5. PROJECT VALUE BASED FEES FOR STANDARD AND PARTIAL SERVICES

5.1 The architectural professional shall refer to the first part of this document, clause **A Professional Fees for Architects 2022**, to determine whether a project is of low, medium or high complexity. Different fee scales apply to different complexities of a project.

5.2 The fees consist of a 'base fee' and a percentage of **project** cost; these derive from 'bracketed **project** values'.

5.3 The cost of the works:

5.3.1 The "cost of the works" or the "project cost" in respect of this service, shall mean the final value of the contract, including any amount of adjustment under any applicable contract price adjustment provision, of all the buildings in the project/complex included in the Architect's commission less items not regarded as an integral part of the project, or design of the works - refer to exclusions below.

5.3.2 The "cost of the works" or the "project cost" shall exclude any allowances in respect of contingencies, fees for other consultants and specialist, as well as the provision for escalation.

5.3.3 Where the fees are based on an estimate, the estimate shall be the one accepted by the Department as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the consultant's estimate. If tenders were received but not awarded, the lowest tender price will be used as base for the calculation of fees, unless acceptable motivation can be provided to prove that such amount is unreasonable.

5.4 Table of categories of project types and the corresponding fee calculation method applicable for architects.

	Project type and definition	Stage	Project cost based fees (base + percentage)	Additional fee	Time basis fees (TBF)
1	Construction (new projects) Building, assemble, establish fabrication of new buildings, structures, installations.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	Not applicable
2	Construction new projects using NDPWI standard drawings	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Reduced fee of 0.75 on each of stages 2 to 4. Full fee on stages 1, 5 & 6	Not applicable
3	Additions Build-on, additional, enlarge/extend existing facility's gross floor area or height of facility, add on (increase).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The 30% additional fee is for that portion of work associated with the parts of the addition interfacing with the existing building
4	Alterations Change, modify, adjust facility (same use).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee
5	Rehabilitation (non heritage) Repair, reconstruct, renew, rehabilitate – existing structures, buildings.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
6	Repairs and Renovations Observable and recognizable damage, deterioration, broken (doors, locks, hinges, taps, etc.), worn, torn, disrepair.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
7	Maintenance Repair of existing facilities when the size, type or extent is not thereby changed or increased, partial equivalent replacement of items/components.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
8	Restoration (heritage) Repair, reconstruct, renew, rehabilitate – heritage buildings (historical) structures, objects (specialist knowledge of materials and methods).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+40% +40% +40% +40% +40% +40% +40%	TBF not applicable. The remeasuring and draughting existing structures are included in the 40% additional fee
9	Upgrading To improve, better quality, higher requirements (colour schemes, materials, etc.).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
10	Refurbishment Renew, revamp, redecorate, refit, recondition not because of any deterioration or damage (prestigious).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures

11	Adaptation/ Reconfiguration Change of function, use, application.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee
Note: 1 2	The above definitions to be read in conjunction with the corresponding definitions in the Sketch Plan Committee Manual. Hourly rates will only apply when instructed by the Department.				

6. BUDGET FOR FEE PURPOSES

The **project** value fee for **budget** purposes excludes VAT, contingencies, fees for consultants and specialist as well as the provision for escalation.

7. PROJECT VALUE BASED FEES FOR A REDUCED SERVICE

Where the **architect** is not the **principal agent**:
A reduction of the fee for the work of 10% of the fee for stages 5 and 6 will be applicable.

8. APPORTIONMENT OF FEES BETWEEN WORK STAGES

The fee applicable to each work stage is apportioned according to the table below and shall be current for the duration of the **project**.

8.1 Fees for Work Stages

8.3.1 Table of stages

WORK STAGE	PROPORTIONAL FEE	CUMULATIVE TOTAL
1	2%	2%
2	15%	17%
3	20%	37%
4.1	10%	47%
4.2	20%	67%
5	30%	97%
6	3%	100%

9. FEES FOR ADDITIONAL SERVICES

Unless otherwise stipulated, the fee for additional services is time based, based on hourly rates as determined by the Department. Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision.

10. FEES FOR A PROJECT THAT INCLUDES REPEATED BUILDINGS

10.1 For a project consisting of a number of repeated buildings erected under a single **building contract**, the fee will be reduced as indicated below provided the parts of the **project** are:

(a) Built on one site or a series of adjoining or closely related sites;
(b) Either wholly apart from each other or linked with screen walls, common walls or other similar means;
(c) Repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use.

10.2 Full fee shall prevail for the origination of the first buildings, (known as prototypes) prior to the repeated buildings, thereafter fee adjustment is applied to the repeated buildings.

10.3 The reduced fee is 35% of the fee in table 5.3 above applied to work stages 1 through 4 inclusive.

10.4 The fee applicable to item 10.3 above is for working drawings/documentation and related documentation and the preparation of site and service plans for each repeated building.

10.5 The reduced fee does not apply to work stages 5 and 6. Fees for repeat buildings are therefore 35% (of the fee applied to work stages 1 to 4) + the full fee applied to work stages 5 and 6.

10.6 Adjustment made to prototypical buildings shall attract fees at hourly rates.

11. FEES FOR BUILDINGS REPEATED UNDER SEPARATE BUILDING CONTRACTS

The re-use of drawings and documents on other sites for which the original architect is not appointed, will not entitle the original architect to additional fees.

12. FEES FOR AN APPOINTMENT WHERE THE PROFESSIONAL ARCHITECT TAKES OVER INCOMPLETE WORK OF ANOTHER PROFESSIONAL

The work stage shall be identified and an appropriate **budget** for the **works** shall be set. The fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%. (Also called familiarization fee).

13. FEES FOR INSPECTION AND ADMINISTERING BUILDING CONTRACTS IF APPOINTED FOR THOSE STAGES ONLY

The fee for inspecting and administering **building contracts** (i.e. when only work stages 5 and 6 are required) is 30 per cent of the total fee based on the final cost of each **project**. A familiarization fee at hourly remuneration rates, up to a maximum of 15% of the fee for work stage 4 may be claimed.

14. FEES FOR DEPLOYMENT OF EMPLOYEES

Where an employee of the **architectural professional** is deployed on site for extended **inspection** or other appointed purpose, the amount of the reimbursement shall be the total cost of employment X 1.12, plus site associated allowances X 1.1. PRM 033 – 1 shall apply and prior application is to be lodged with the project manager according to the **agreement**.

15. EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD

In the event of the initial **contract** period being exceeded by more than 10 per cent, through no fault of the **architectural professional**, the **architect** is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The architectural professional shall inform the **client** in writing that the allocated period for providing professional services has been exceeded by 10% and therefore hourly rates according to the then current departmental hourly rate together with related reimbursable expenses shall apply.

16. ADJUSTMENT OF GUIDELINE FEES AND DISBURSEMENTS

The **architect's** fees and disbursements are based on the following parameters:

(a) Scope of services;
(b) Scope of the **project/works**;
(c) **Project** programme;
(d) Cost of the **works**;
(e) Cost of the **project**;
(f) Appointment of other **consultants**;
(g) Appointment of a **contractor(s)**.

Should any material variation to the parameters as stated occur, the fees and disbursements may be adjusted.

Adjustments to the **project** programme, commonly known as 'fast tracking' that require the application of additional resource(s) by the **architect**, may attract additional fees. The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

17. TRAVELLING TIME

Travelling time shall be remunerated as indicated in the **agreement** between the **architect** and the Department.

18. FEES ON TERMINATION OR ABANDONMENT BY THE CLIENT

Where the **agreement** is terminated, either in whole or in part or the **works** are abandoned or postponed, payments will be according to the stipulations of this **agreement**.

19. FEES FOR DISPUTE RESOLUTION SERVICES

For acting as expert witness or mediator, the fee will be the time charge fee increased by 50 per cent (150% of the fee).

Where **projects** are referred to dispute resolution, the **architect** retained on that **project** is to be reimbursed for the additional service.

The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

20. PAYMENT OF PROFESSIONAL ACCOUNTS

(a) The **architect's** accounts are due and payable on presentation and are payable within the contractually stipulated period.
(b) The **architect** shall be entitled to render interim accounts as stipulated in the **agreement**.

21. REGULAR INVOICING

Accounts for Services rendered may be submitted on the successful completion of each stage of work in accordance to the stipulations in the **agreement**.

22. REIMBURSEMENT OF EXPENSES

In addition to the fees set out in this document, the Department shall reimburse the **architectural professional** for disbursements properly incurred according to the stipulations of the **agreement**.

23. PROFESSIONAL FEES

(a) The applicable basic Value Based Fees for architects, as in table A.1 to A.3 above, shall apply.
(b) The basic fee shall be the sum of fees as set out in the Method of Fee Calculation in Clause A above.

24. FULL SERVICES SUBMITTED BY TENDER

In the event of a fee proposal being submitted by way of tender, the fee for full services shall be tendered as a percentage of the applicable table A.1 to A.3 above, before apportionment into work stages.

Where the **architect** is required to perform a portion of the full services only, the tendered percentage shall only apply to the relevant portion of the fee.

25. EXCLUSIONS

Certain items and services, which are outside of the building(s) and/or which are regarded as items of equipment, irrespective whether these are located outside and/or to the building(s), are not regarded as an integral part of the architectural **project** or design of the **works** and consequently the cost of these items are to be excluded from the value of the **works** on which a percentage architectural fee is calculated.

The **architect** may, upon proof, be entitled to professional fees due to involvement in the design and/or specification of these items. Professional fees claimed on a percentage of the cost of the item exceeding 1% of the cost of the item will not be entertained. Time based fees relating to the items listed below may be submitted for consideration.

26. ITEMS NOT INTEGRALLY PART OF THE WORK OF THE ARCHITECT

The following are examples of items regarded as not being an integral part of the architectural project or design of the **works**.

The list of examples below is not exhaustive – should any uncertainties exist in this regard, the onus is on the **architect** to seek a ruling in writing from the departmental project manager. The **architect** may however be specifically appointed in writing to undertake work relating to the items below, in which case fees shall be identified in the appointment documentation. When the **architect** has, upon proof, fulfilled a coordinating and/or planning role in respect of the excluded items, a fee commensurate with the input made by the **architect**, but not exceeding 1% of the value of the items, may be claimed.

1. Roads, bridges, pathways, fencing, stormwater and parking areas designed by the civil engineer. The civil engineer is involved in the detailed design but the **architect** may have inputs in terms of master planning, position, shape, route and landscaping considerations, and so forth, meant to complement the design of the building(s) and link up with the civil engineering work.
2. Layouts of sports fields and gardens other than primary placement when not done by the landscape architect.
3. Municipal connection fees.
4. Main(s) water supply, major water reticulation, reservoirs and water purification plants outside of the building(s).
5. Main electrical supply cables external to the building(s).
6. Electrical transformers, high tension gear, generating plants and uninterrupted power supply plants, irrespective of whether these are internal or external to the building(s).
7. Main collector and outfall sewers and sewage disposal plants external to the building(s).
8. Steam and water boilers specified by the engineer.
9. Pump and pumping equipment specified by the engineer.
10. Fire-fighting equipment specified by the engineer.
11. Projectors, audio visual equipment, television and computer equipment and electronic equipment, with the exception of primary placement.
12. X-ray, other medical equipment, laundry, sterilizing and incinerator equipment.
13. Artwork.
14. Landscaping, when designed by the landscape architect, in respect of Landscaping items, features, furniture etc. designed and/or specified by the landscape architect.
15. The sinking of boreholes including any pumping equipment, when specified by the engineer or persons other than the **architect**.
16. Procurement of loose furniture.
17. Procurement of electrical and mechanical plant, operational and production layouts and manuals.
18. Extended detailed **inspection** of the **works** where required by the **client**.
19. Provision of revised or supplementary documentation required by the **client**. However, as-built drawings form part and parcel of the basic services rendered to the Department.

27. INCLUSIONS

The following are examples of items regarded as being an integral part of the architectural project or design of the **works** on which full **architect's** fees may be calculated.

1. Electrical, water, sewage, steam, gas, IT and communication reticulation systems inside the building(s) except where entirely designed and specified by the engineer.
2. Air-conditioning and ventilation systems.
3. Lifts, escalators, travelators and other means of mechanical conveyance.
4. Fire detection, security systems and sprinkler systems.
5. Hot water generating equipment, e.g. geysers, calorifiers and solar water heaters.
6. Built-in refrigeration facilities and mortuary cabinets.
7. Kitchens and other fittings when designed/laid out by the **architect**.

28. DEFINITIONS AND INTERPRETATIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

28.1 DEFINITIONS

"Agreement" means a written agreement, including documents listed in the schedules between the **client** and the **consultant**.

"Architect" means a person **registered** as a Professional Architect in terms of the Architectural Profession Act, Act no 44 of 2000, or the Professional Architect's practice constituted as a legal persona appointed to provide the architect's service for the **project**.

"Architectural professional" means a person **registered** in terms of the Architects Profession Act, Act no 44 of 2000.

"Architectural Practice" means a juristic person appointed to provide the architectural service for the project.

"Budget" means the anticipated cost of the **project** and/or **works**; provided that estimates, on which the budget is based, shall be deemed to be valid for a period not exceeding 3 months.

"Building contract" means the **JBCC** 'Principal Building Agreement' (PBA) or such other building agreement entered into between the **client** and the **contractor**.

"Client" means the party appointing the **architectural professional** (here: the Department) to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the **JBCC** PBA, or other similar building contract.

"Consultant" means professional person(s) or entity/ entities appointed by the **client** to provide services with respect to the **project**.

"Construction documentation" means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other documentation, details and descriptions as are within the reasonable competence of an architect which are sufficient to indicate and specify the scope of the **works**.

"Contract" means an agreement entered into by the **client** with a **contractor** for the execution of the **works** or part thereof. It may also be referred to as "building contract".

"Contractor" means the entity or entities contracting with the **client** for the execution of the **works** or part thereof.

"Inspection" means such periodic visits to, or in connection with, the **works** by the **architectural professional** as are necessary to establish conformity of the work to the contract documentation and quality in terms of the acceptable industry standards, and to provide on-site clarification and further information during the progress of the work. Inspect shall carry the same meaning.

"JBCC" means the Joint Building Contracts Committee suite of contract documentation, series 2000, code 2101 c July 2007 or subsequent editions thereof, and as amended from time to time.

"Practical completion" means the stage of completion where the **works** or a section thereof, as certified by the **principal agent**, is substantially complete, free of patent defects other than minor defects and can effectively be used for the purpose intended.

"Principal" means the proprietor, partner, director or member who bears the risks of practice and

takes full responsibility for the potential liabilities of practice.

"Principal agent" means the person appointed and authorised to fulfil the obligations of the principal agent in the agreed form of construction contract.

"Project" means the development for which the **architectural professional** and **consultants** are appointed and may not be limited to the **works**.

"Registered" means a person whose professional competence has been recognized by **SACAP**.

"SACAP" means South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession.

"Specialist" means an architectural professional highly skilled in a specific and restricted field.

"Works" means all work executed or intended to be executed according to the **building contract**.

28.2 INTERPRETATIONS

Any legislation referred to in this recommended fee scale shall be that which was applicable on the date of compilation of this document.

In this document, unless inconsistent with the context:

The word "deemed" shall be conclusive that something is fact, regardless of the objective truth.

a. In formal service agreements, unless inconsistent with the context, the words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicated an act required to be carried out in writing.

b. The masculine gender includes the feminine and neuter genders and *vice versa*, the singular includes the plural and vice versa and persons shall include corporate bodies.

c. The headings of clauses are for references purposes only and shall not be taken into account in constructing the context thereof.

d. All monetary amounts exclude tax, which tax shall be added to any amounts, which become due and payable.

ANNEXURE D

NB: Instruction: This letter to be sent by the bidder to the client or institution where the service was rendered and should be completed. The bidder must return a completed reference letter.

Date by the client or institution where service was rendered----------

PROJECT REFERENCE

This serves to confirm that NAME OF THE SERVICE PROVIDER----------

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provided service of as a contractor for NAME OF THE PROJECT AND DISCRIPTION ----------

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Contract Value: ----------

Name of the client----------

Start and end date----------

Contract Duration: ----------

Rating	Description	Referee comment (Tick)
A	Excellent service provided	☐
B	Good services provided	☐
C	Average services provided	☐
D	Poor services provided	☐
E	Dismal	☐

Yours faithfully,
NAME OF THE OFFICIAL----------

NAME OF THE INSTITUTION----------

Email Address:----------

SIGNATURE AND STAMP OF THE CLIENT MUST BE PROVIDED ON THIS PAGE

OFFICIAL STAMP