

SUID-AFRIKAANSE POLISIEDIENS



SOUTH AFRICAN POLICE SERVICE

ANNEXURE A

2023-08-28 Rev 7

FREE STATE PROVINCE: NEW POLICE STATION AT KUTLWANONG (CODE 8525)

TERMS OF REFERENCE FOR THE APPOINTMENT OF  
(Mark box with X where applicable)

**CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ MULTIDISCIPLINARY PRACTICE**  
**OR**

**ARCHITECTURAL PRACTICE/ MULTI-DISCIPLINARY PRACTICE**

**AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN CONSTRUCTION PROJECT MANAGEMENT; ARCHITECTURE; CIVIL ENGINEERING; STRUCTURAL ENGINEERING; ELECTRICAL ENGINEERING; MECHANICAL ENGINEERING; QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT.**

#### **A1. GENERAL CONDITIONS AND INFORMATION**

##### **A1.1 EXTENT OF AGREEMENT**

The following documents shall constitute the essentialia terms and conditions of the agreement between Lead Consultant and SAPS as "the Client":

- The letter of invitation
- Annexures to the letter of invitation
- Terms of reference;
- Your offer accompanied by the completed schedule of disbursements C1.22 and Activity Schedule D3. The conditions applicable to this terms of reference are the Standard Professional Services Contract (July 2009 Edition) published by the Construction Industry Development Board (CIDB).
- Sub-consulting Agreement for all disciplines (Service provider to provide their own agreements)
- Professional Indemnity for the practice and/ disciplines.

##### **A1.2 DEFINITIONS AND ABBREVIATIONS**

**"Agreement"** means this document and the annexures listed in the schedule which together form the agreement between the Client and the Lead consultant.

**"Architect"** means a person registered in terms of the Architectural Profession Act, Act No. 44 of 2000, under a specific category of registration, or the architectural professional's practice constituted as a legal persona appointed to provide the architectural service for the project.

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**"Board Notice"** refers to the professional fees guidelines published by various built environment statutory professional bodies in the government gazette, at the end of a calendar year, to be applicable to the following calendar year.

**"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.

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

**"Built Environment"** refers to the functional area in which registered persons practice. The built environment includes all structures that are planned and /or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.

**"Client"** means the party appointing the Lead Consultant to perform the services or any part thereof referred to in this document.

**"Client Representative"** means the client designated representative mandated to act on behalf of the client and who shall be available at all reasonable times.

**"Civil Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"The Council"** means the Council for the Built Environment established under section 2 of the Council for the Built Environment Act, 2000 (Act No 43 of 2000)

**"Construction Health and Safety Agent"** means any competent person who acts as a representative for the client in managing health and safety on a construction project for the client and who has satisfied the registration criteria of the SACPCMP in terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

**"Construction Management"** is the management of the physical construction process within the Built Environment and includes the co-ordination, administration, and management of resources. The Construction Manager is the one point of responsibility in this regard.

**"Construction Project Management"** is the management of projects within the Built Environment from conception to completion, including management of related professional services. The Construction Project Manager is the one point of responsibility in this regard

**"Construction Project Manager"** means a Professional Construction Project Manager registered in terms of the Project and Construction Profession Act, 2000 (Act No. 48 of 2000).

**"Construction monitoring,"** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the professional consultant'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

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interpreted and that appropriate construction techniques are being utilized.

**"Construction Programme"** is the programme for the works indicating the logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail, for the monitoring of progress of the works.

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

**"Contract programme"** is the construction programme for the works agreed between the contractor and the Principal Agent.

**"Contractor"** means the entity or entities entering into the building contract for the execution of the works or part thereof.

**"Contingency fund / Budget reserve"** Budget within the cost baseline or performance measurement baseline that is allocated for identified risks that are accepted and for which contingent or mitigating responses are developed.

**"Documentation programme"** is schedule prepared by the Principal Consultant and agreed to by other consultants indicating the timeous provision of all necessary design documentation required by the contractors and subcontractors for the construction of the works.

**"Electrical Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Fees and/or tariff of fees"** means payment made to a consultant in exchange for advice or services.

**"Landscape Architect"** means a professional landscape architect registered in terms of the Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000).

**"Lead Consultant"** means an Architectural practice or Construction Project management Practice that is professionally registered that enters into a contract with the client to provide full multidisciplinary professional services prescribed by the client.

**"Mechanical Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Multi-disciplinary Professional Practice"** means a practice that provides two or more of the core disciplinary professional services (Construction Project Manager, Architectural, Quantity Surveying, Civil & Structural Engineering, Electrical Engineering, Mechanical Engineering, Construction Health & Safety), of which each professional division/section in the practice is under the full time supervision of a registered professional in that specific profession and, and which is owned and controlled by registered professionals, by at least a percentage determined by the relevant Council in its Code of Professional Conduct.

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

practice and takes full responsibility for the potential liabilities of the practice.

**"Principal Agent"** means the person appointed and authorized to fulfill the obligations of the principal agent in the agreed form of JBCC building contract.

**"Principal Consultant"** means the person or entity appointed by the client to manage and administer the services of all other consultants.

**"Professional Engineering Technologist"** means a registered person in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Provisional sum"** means an amount included in the contract sum for the supply and installation of work by a subcontractor.

**"Project"** means the total development as defined on the scope of works by the client, including the professional services.

**"Project Initiation Programme"** is the programme devised by the Lead Consultant in consultation with their sub consultants and the client defining all the work necessary to be completed prior to commencement of work by the contractors.

**"Quantity Surveyor"** means a Professional Quantity Surveyor registered in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)

**"Specialist"** means a built environment professional highly skilled in a specific and restricted field.

**"Structural Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)

**"Sub consultant"** means all professionally registered persons or practices of the Lead Consultant, who the Lead consultant appoints to provide built environment professional services for the client.

**"Works"** means all work executed or intended to be executed in accordance with the building contract.

### A1.3 SCOPE OF SERVICE

The lead consultant will be responsible for the appointment of the rest of the multidisciplinary professional team for provision of the following services:

- Construction Project Manager
- Architecture Services
- Quantity Surveying
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering

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- Construction Health & Safety Agent

The multidisciplinary core services that the lead consultant will provide per discipline are as follows:

### **A1.3.1 CONSTRUCTION PROJECT MANAGEMENT SERVICES**

All standard services as described in Stages 1 to 6 as per Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act.2000 (Act 48 of 2000) published in the Government Gazette No. 34858, dated 23 December 2011 outlined as follows:

#### **Stage 1: Inception**

The client retains the sole mandate on Inception process relating to the building contract however, the Project Manager shall be called on to assist at the discretion of the client on the following duties:

- 1.1. Facilitate the development of a Clear Project Brief
- 1.2. Establish the client's Procurement Policy for the Project
- 1.3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 1.4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics **necessary** for the proper design and approval of the intended project
- 1.5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project
- 1.6. Prepare, co-ordinate and monitor a Project Initiation Programme
- 1.7. Facilitate the preparation of the Preliminary Viability Assessment of the project
- 1.8. Facilitate client approval of all Stage 1 documentation

Deliverables will typically include:

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

#### **Stage 2: Concept and viability**

- 2.1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 2.2. Advise the client on the requirement to appoint a Health and Safety Consultant
- 2.3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief
- 2.4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility
- 2.5. Agree the format and procedures for cost control and reporting by the cost

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consultants on the project.

- 2.6. Manage and monitor the preparation of the project costing by other consultants
- 2.7. Prepare and co-ordinate an **Indicative** Project Documentation and Construction Programme
- 2.8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval
- 2.9. Facilitate client approval of all Stage 2 documentation

Deliverables will typically include:

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme,
- Approval by Client to proceed to Stage 3

### **Stage 3: Design Development**

- 3.1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2. Establish and co-ordinate the formal and informal **communication** structure, processes and **procedures** for the design development of the project.
- 3.3. Prepare, co-ordinate and agree a detailed Design and **Documentation** Programme, based on an updated Indicative Construction Programme, with all consultants
- 3.4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.5. Conduct and record the appropriate planning, co-ordination and management meetings
- 3.6. Facilitate any input from the design consultants required by Construction Manager on constructability.
- 3.7. Facilitate any input from the design consultants required by Health and **Safety** consultant
- 3.8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- 3.9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports
- 3.11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- 3.12. Facilitate and monitor the timeous technical co-ordination of the design by the design team
- 3.13. Facilitate client approval of all Stage 3 documentation

Deliverables will typically include:

- Signed Consultant/Client Agreements

- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

#### **Stage 4: Documentation and procurement**

The client retains the sole mandate on procurement process relating to the building contract however, the Construction Project Manager shall be called on to assist at the discretion of the client on the following duties:

- 4.1. Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants
- 4.2. Prepare and agree the Project Procurement Programme.
- 4.3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- 4.4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project
- 4.5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- 4.6. Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
- 4.7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget
- 4.8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- 4.9. Facilitate client approval of the tender recommendation (s).

Deliverables will typically include:

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s).

#### **Stage 5: Construction**

The client retains the sole mandate on procurement process relating to the building contract however the Construction Project Manager shall be called on to assist at the discretion of the client on the following duties:

- 5.1. Finalization of all agreements upon completion of procurement process for the appointment of contractors, subcontractors and suppliers with the client and consultants.
- 5.2. Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.

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- 5.4. Monitor the ongoing projects insurance requirements.
- 5.5. Facilitate the handover of the site to the contractor.
- 5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 5.7. Regularly conduct and record the necessary site meetings
- 5.8. Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 5.9. Regularly monitor the performance of the contractor against the **Contract Programme**.
- 5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- 5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- 5.12. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- 5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 5.16. Establish the construction information distribution procedures.
- 5.17. Agree and monitor the Construction **Documentation Schedule** for timeous delivery of required information to the contractors.
- 5.18. Expedite, review and monitor the timeous issue of construction information to the contractors.
- 5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- 5.20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22. Monitor, review, approve and certify monthly progress payments.
- 5.23. Receive, review and adjudicate any contractual claims.
- 5.24. Monitor the preparation of monthly cost reports by the cost consultants.
- 5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 5.26. Prepare monthly project reports including submission to the client
- 5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30. Monitor the execution by the contractors of the defect items to achieve Works Completion.
- 5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors



**Deliverables will typically include:**

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports.
- Record of all meetings
- Certificates of Practical Completion.

**Stage 6: Close - out**

- 6.1. Issue the Works Completion Certificate
- 6.2. Manage, co-ordinate and expedite the preparation by the design consultants of all  
as-built drawings and design documentation.
- 6.3. Manage and expedite the procurement of all operating and maintenance  
manuals as well as all warranties and guarantees.
- 6.4. Manage and expedite the procurement of all statutory compliance certificates  
and  
documentation.
- 6.5. Manage the finalization of the Health and Safety File for submission to the Client.
- 6.6. Co-ordinate, monitor and manage the rectification of defects during the Defects  
Liability Period.
- 6.7. Manage, co-ordinate and expedite the preparation and agreement of the final  
account by the cost consultants with the relevant contractors.
- 6.8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate  
of  
Final Completion.
- 6.9. Prepare and present Project Closeout Report.

**Deliverables will typically include:**

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

**A1.3.1.1 Additional Services**

The Construction Project Manager will be required to perform additional services.

- A. Clerks of Works for the duration of stages 5 & 6. Individual will conduct daily technical supervision of SAPS projects during the stages. The consultant company will provide onsite technical supervision and support by monitoring the day to day construction activities on an assigned construction site. The appointed consultant by the architecture practice will be responsible for ensuring that the SAPS projects are completed within technical requirements

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and within time and budget. The consultant will prepare and submit monthly detailed analytical reports to the SAPS Construction Project Manager with accurate information on the status of on-going project.

Deliverables to include and not limited to:

- Prepare and submit reports on all incidents and/or accidents occurring on the construction site in accordance with standard HSE procedures.
- Logs all activities of the construction site in the Daily Logbook in accordance with the Corporation's.
- Procedures and standards, including:
  - Visitors to the construction site.
  - Daily weather on site.
  - Materials and machinery delivered and/or on site.
  - Works conducted daily on site leading to quality of workmanship.
  - Incidents or accidents on site.
  - Security related matters on site.
- Prepares and submits daily/weekly/monthly reports on assigned project(s), utilizing the approved formats and within the agreed time frames.
- Performs any other duties relative to the job function as may be assigned.
- Liaise with the relevant professionals on matters of concern on site.

### **A1.3.2 ARCHITECTURAL PROFESSIONAL SERVICES**

All standard services as described in Stages 1 to 6 as per Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 47019, dated 15 July 2022 outlined as follows:

#### **Stage 1: Inception**

- 1.1. Receive, appraise and report on the client's requirements with regard to the client's brief;
- 1.2. Determine the site and rights and constraints;
- 1.3. Determine budgetary constraints;
- 1.4. Determine the need for consultants;
- 1.5. Determine indicative project timelines;
- 1.6. Determine methods of contracting; and
- 1.7. Whether other statutory authority applications are required or desirable.

#### **Stage 2: Concept and viability (concept design)**

- 2.1. Prepare an initial design concept and advise on:
  - The intended space provisions and planning relationships;
  - Proposed materials and intended building services; and
  - The technical and functional characteristics of the design.
  - Check for conformity of the concept with the rights to the use of the land.
- 2.2 Consult with local and statutory authorities.
- 2.3 Review the anticipated costs of the project.
- 2.4 Review the project programme.

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### Stage 3: Design Development

- 3.1. Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- 3.2. Review the programme and budget with the client, principal consultant or other consultants;
- 3.3. Coordinate other consultant's designs into building design (including SAPS-Information technology requirements and other client stakeholder units.).
- 3.4. Prepare design development drawings including drafting technical details and material specifications; (Designs to comply with SANS 10400 and SANS XA regulations and standards)
- 3.5. Discuss and agree on the building plan application and approval requirements with the local authority;

### Stage 4: Documentation and procurement Stage 4.1

- 4.1. Prepare documentation required for local authority building plan application submission;
- 4.2. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- 4.3. Review the costing and programme with the consultants;
- 4.4. Obtain the client's authority, and submit documents for approval at the local authority.

### Stage 4: Documentation and procurement Stage 4.2

The client retains the sole mandate on procurement process relating to the building contract however, the Architect shall be called on to assist at the discretion of the client on the following duties:

- 4.5. Prepare specifications for the works;
- 4.6. Complete technical documentation sufficient for tender;
- 4.7. Obtain offers for the execution of the works;
- 4.8. Evaluate offers, and recommend a successful tenderer for appointment;
- 4.9. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- 4.10. Complete all remaining technical and construction documentation and coordinate same with the consultants;

### Stage 5: Contract administration and supervision

- 5.1. Administer the building contract;
- 5.2. Give possession of the site to the contractor;
- 5.3. Issue construction documentation;
- 5.4. Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- 5.5. Inspect the works for conformity with the contract documentation and

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- acceptable quality in terms of industry standards;
- 5.6. Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- 5.7. Manage the completion process of the project;
- 5.8. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

#### Stage 6: Close-out

- 6.1. Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- 6.2. When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- 6.3. Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

#### A1.3.2.1 Additional Services

The Architect will be required in accordance to clause 13.1 (v) of the board notice on additional services to provide:

- A. Landscape Architect services (hard and soft landscaping services) including but not limited to the design and installation of gardens.

The fees of **this additional service shall be deemed** to be included in the tender offer as per clause 14 A of the board notice, no.91 of 2020.

#### A1.3.3 QUANTITY SURVEYING PROFESSIONAL SERVICES

Unless otherwise stated, the Quantity Surveyor duties will cover all standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

Work must be performed by a Quantity Surveying practice, which is owned and controlled by registered professional quantity surveyors, by at least a percentage determined by the South African Council for the Quantity Surveying Profession in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000)

Services shall also include the following:

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**Cost planning and cost control** - The Quantity Surveyor will be responsible for cost planning and cost control strictly within the approved accommodation requirements of the project and must provide the Lead consultant with the necessary cost information. The Quantity Surveyor must also assist the Architect in comparing the planned space with the accommodation requirements during all planning stages.

**Cost Estimates** - The Quantity Surveyor must, on a regular basis, provide to the



professional team with updated estimates and cost information for cost control purposes. It will be expected of the quantity surveyor to provide information in respect of the following project design matters:

- Design economy
- Potential savings
- Value for money
- Alternative materials and prices

For design cost management purposes, the appointed quantity surveyor must during the following design stages, prepare and submit stage estimates to the client for each project:

**The following Quantity Surveying services are required:**

**Stage 1: Inception**

- 1.1. Assisting in developing a clear project brief
- 1.2. Attending project initiation meetings
- 1.3. Advising on the procurement policy for the project
- 1.4. Advising on other professional consultants and services required
- 1.5. Defining the quantity surveyor's scope of work and services
- 1.6. Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 1.7. Advising on economic factors affecting the project
- 1.8. Advising on appropriate financial design criteria
- 1.9. Providing necessary information within the agreed scope of the project to the other professional consultants and for which the following deliverables are applicable:
  - Agreed scope of work
  - Agreed services
  - Signed client/quantity surveyor professional services agreement

**Stage 2: Design Concept & Viability**

The quantity surveyor will be required to undertake initial cost appraisal based on project scope and finalized project concept, and will be required to prepare and submit the following documents:

- Preliminary/conceptual estimate
- A report indicating whether or not the preliminary estimate exceeds the preliminary budget, the margin of variance and the reason for the variance.

**The detailed tasks shall be as follows:**

- 2.1. Agreeing the documentation programme with the principal consultant and other professional consultants
- 2.2. Attending design and consultants' meetings
- 2.3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 2.4. Receiving relevant data and cost estimates from the other professional

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- 2.5. Preparing preliminary and elemental or equivalent estimates of construction cost
- 2.6. Assisting the client in preparing a financial viability report
- 2.7. Auditing space allocation against the initial brief
- 2.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Preliminary estimate(s) of construction cost
  - Elemental or equivalent estimate(s) of construction cost
  - Space allocation audit for the project

### Stage 3: Design Development

The Quantity Surveyor will be required to prepare and submit a cost plan, which must consist of the following documents:

- Elemental estimate
- A report indicating whether the present (**elementary**) estimate differs from the previous (preliminary) estimate, whether or not the preliminary budget is exceeded, the margin of variance and the reason for the variance.

The detailed tasks shall be as follows:

- 3.1. Preliminary estimate(s) of construction cost Elemental or equivalent estimate(s) of construction cost Space allocation audit for the project
- 3.2. Reviewing the documentation programme with the principal consultant and other professional consultants
- 3.3. Attending design and consultants' meetings
- 3.4. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 3.5. Receiving relevant data and cost estimates from the other professional consultants
- 3.6. Preparing detailed estimates of construction cost Assisting the client in reviewing the financial viability report
- 3.7. Commenting on space and accommodation allowances and preparing an area schedule
- 3.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Detailed estimate(s) of construction cost
  - Area schedule

### Stage 4: Tender Documentation & Procurement

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The client retains the sole mandate on procurement process relating to the building contract however, the Quantity Surveyor shall be called on to assist at the discretion of the client on the following duties:

The Quantity Surveyor will be required to carry out cost checks on cost target of each

element to confirm the accuracy of the cost limit (budget) as part of design cost control. Prepare and submit a pre-tender estimate which must consist of the following documents:

- Approximate quantities estimate
- A report indicating whether or not the present (approximate quantities) estimate differs from the previous (elemental) estimate, the margin of variance and the reason for the variance.
- A report indicating whether or not the preliminary budget is exceeded, the margin of variance and the reason for variance.
- Tender documentation and production information.
- Projected cash flow

The detailed tasks are as follows:

- 4.1. Attending design and consultants' meetings
- 4.2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- 4.3. Reviewing working drawings for compliance with the approved budget of **construction** cost and/or financial viability
- 4.4. Preparing documentation for both principal and subcontract procurement
- 4.5. Assisting the principal consultant with calling of tenders and/or negotiation of prices
- 4.6. **Assisting with** financial evaluation of tenders
- 4.7. Assisting with preparation of contract documentation for signature and for which the following deliverables are applicable:
  - Budget of construction cost
  - Tender documentation
  - Financial evaluation of tenders
  - Priced contract documentation

### **Stage 5: Contract Administration and Inspection**

- 5.1. Attending the site handover
- 5.2. Preparing **schedules of predicted** cash flow
- 5.3. Preparing pro-active estimates for proposed variations for client decision-making
- 5.4. Attending regular site, technical and progress meetings
- 5.5. Adjudicating and resolving financial claims by the contractor(s)
- 5.6. Assisting in the resolution of contractual claims by the contractor(s)
- 5.7. Establishing and maintaining a financial control system
- 5.8. Preparing valuations for payment certificates to be issued by the principal agent
- 5.9. Preparing final account(s) including re-measurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable:
  - Schedule(s) of predicted cash flow
  - Estimates for proposed variations
  - Financial control reports
  - Valuations for payment certificates

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- o Progressive and draft final account(s)

### **Stage 6: Project Closeout**

- 6.1. Preparing valuations for payment certificates to be issued by the principal agent
- 6.2. Concluding Final Account(s) and for which the following deliverables are applicable:
  - o Valuations for payment certificates
  - o Final account(s)

### **Engineering Work:**

Any Works measured in terms of SABS 1200 must be documented in separate sections in the bills of quantities. Quantity surveying scope of work shall be limited to the following: Main reticulations (Storm water, sewer and water) outside the defined area of the building site, Reservoirs, Roads and Water towers.

### **A1.3.4 ENGINEERING PROFESSIONAL SERVICES (STRUCTURAL, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING).**

All standard services as described in Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

### **Stage 1 – Inception**

Duties shall entail to establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

- 1.1. Assist in developing a clear project brief.
- 1.2. Attend project initiation meetings.
- 1.3. Advise on procurement policy for the project.
- 1.4. Advise on the rights, constraints, consents and approvals.
- 1.5. Define the scope of services and scope of work required.
- 1.6. Conclude the terms of the agreement with the Lead Consultant.
- 1.7. 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.
- 1.8. Determine the availability of data, drawings and plans relating to the project.
- 1.9. Advise on criteria that could influence the project life cycle cost significantly
- 1.10. Provide necessary information within the agreed scope of the project to other consultants involved.

**Civil and Structural deliverables** will typically include:

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

**Electrical and Mechanical deliverables** will typically include:

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

## **Stage 2 – Concept and Viability (often called preliminary design).**

Duties shall entail to prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

- 2.1. Agreed documentation programme with principal consultant and other sub consultants involved.
- 2.2. Attend design and consultants' meetings.
- 2.3. Establish the concept design criteria.
- 2.4. Prepare initial concept design and related documentation for submission to the client
- 2.5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
- 2.6. Establish regulatory authorities' requirements and incorporate into the design.
- 2.7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 2.8. Establish access, utilities, services and connections required for the design.
- 2.9. Participate in coordinated design interfaces with architect or other consultants involved.
- 2.10. Prepare preliminary process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- 2.11. Provide cost estimates and life cycle costs, as required.
- 2.12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

**Civil and Structural deliverables** will typically include:

- Concept design
- Schedule of required surveys, tests and other investigations and related reports
- Process design (where applicable)
- Preliminary design
- Cost estimates, as required.

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**Electrical and Mechanical deliverables** will typically include:

Deliverables will typically include:

- Concept design
- Schedule of required surveys, tests and other investigations and related reports
- Process design (where applicable)
- Preliminary design
- Cost estimates, as required.

**Stage 3 – Design Development (also termed detailed design).**

Duties shall entail to develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project.

- 3.1. Review documentation programme with principal consultant and other consultants involved.
- 3.2. Attend design and consultants' meetings.
- 3.3. Incorporate client and authorities' detailed requirements into the design.
- 3.4. Incorporate other consultants' designs and requirements into the design.
- 3.5. Prepare design development drawings including draft technical details and specifications.
- 3.6. Review and evaluate design and outline specification and exercise cost control.
- 3.7. Prepare detailed estimates of construction cost.
- 3.8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- 3.9. Submit the necessary design documentation to local and other authorities for approval.
- 3.10. Design development drawings, approved and signed by all stake holders and relevant professional (Pr.Engineer / Pr.Technologist)

**Civil and Structural deliverables will typically include:**

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.
- Terrace civil layouts and details (bulk earthworks)
- Storm water reticulation plans and details.
- Sewage reticulations plans and details
- Portable water reticulation
- Road layout and details
- Fencing layout and details
- Foundation plans, floor plans and detail
- Star, reinforcement and bending schedule details.
- Structural details for foundations, columns, beams, roof and detail footing
- Renewal of Statutory approvals that may have lapsed e.g Traffic Impact Assessment.

**Electrical and Mechanical deliverables will typically include:**

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports

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- Detailed estimates of construction costs.
- Design and submission of Fire Drawings to meet the relevant regulations and standards.

#### **Stage 4 – Documentation and Procurement**

**The client retains the sole mandate on procurement process relating to the building contract however, the Engineers shall be called on to assist at the discretion of the client on the following duties:**

Duties shall entail to **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.

- 4.1. Attend design and consultants' meetings.
- 4.2. Prepare specifications and preambles for the works.
- 4.3. Accommodate services design.
- 4.4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- 4.5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- 4.6. Prepare documentation for contractor procurement.
- 4.7. Review designs, drawings and schedules for compliance with approved budget.
- 4.8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
- 4.9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- 4.10. Evaluate tenders.
- 4.11. Prepare contract documentation for signature.
- 4.12. Assess samples and products for compliance and design intent.
- 4.13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables for Civil & Structural, Electrical and Mechanical will typically include:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Tender evaluation report
- Tender recommendations as per agreed scope of services.
- Priced contract documentation.

#### **Stage 5 – Contract Administration and Inspection**

Duties shall entail to manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- 5.1. Attend site handover.
- 5.2. 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.
- 5.3. Carry out contract administration procedures in terms of the contract.
- 5.4. Prepare schedules of predicted cash flow.
- 5.5. Prepare pro-active estimates of proposed variations for client decision-making.
- 5.6. Attend regular site, technical and progress meetings.
- 5.7. Inspect the works for conformity to contract documentation as described under Clause 3.3.2 of the applicable Board notice
- 5.8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- 5.9. Adjudicate and resolve financial claims by contractors.
- 5.10. Assist in the resolution of contractual claims by the contractor.
- 5.11. Establish and maintain a financial control system.
- 5.12. Clarify details and descriptions during construction as required.
- 5.13. Prepare valuations for payment certificates to be issued by the principal agent.
- 5.14. Witness and review of all tests and mock-ups carried out on site.
- 5.15. Check and approve contractor drawings for compliance with contract documents.
- 5.16. Update and issue drawings register.
- 5.17. Issue contract instructions as and when required.
- 5.18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 5.19. Inspect the works and issue practical completion and defects lists.
- 5.20. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables for Civil & Structural, Electrical and Mechanical will typically include:

- Schedules of predicted cash flow
- Construction documentation
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final accounts
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

#### Stage 6 – Close-Out

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Duties shall entail to fulfill and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the

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project.

- 6.1. Inspect and verify the rectification of defects.
- 6.2. Receive comment, approve and issue relevant payment valuations and completion certificates.
- 6.3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 6.4. Prepare and/or procure as-built drawings and documentation.
- 6.5. Conclude the final accounts where relevant.
- 6.6. Prepare and present completion report.

Deliverables for Civil & Structural, Electrical & Mechanical will typically include:

- o Valuations for payment certificates
- o Works and final completion lists
- o Operations and maintenance manuals, guarantees and warranties
- o As-built drawings and documentation
- o Final accounts.
- o Submit completion certificate
- o Presentation of close out report

#### **A1.3.4.1 Specific Conditions of Service per Engineering Discipline**

##### **A. Structural Engineering Services**

Work must be performed by a structural engineering business undertaking, which is under the fulltime supervision of a registered professional structural engineer or a registered professional structural engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000),

The Structural Engineer will be required to undertake **geotechnical surveys** as part of their disbursements to ensure that structural designs **are site specific**.

##### **B. Civil Engineering Services**

Work must be performed by a civil engineering business undertaking, which is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering **technologist**, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000).

The core scope of services include and **not limited to** storm water drainage, water supply (availability of water and the exact position of borehole), emergency water, reticulation (all possible connections to buildings), bulk earthworks, roads and parking, paving, sewerage connection/system.

\*\*\*The Civil Engineer shall be expected in areas where there is no municipal bulk

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supply to undertake the service of a geo-hydrological survey and provide the client (SAPS) with a full report of borehole positions and complete specification in order for the client to establish a borehole to meet the water needs for the project. The client will be responsible for the execution of the borehole drilling.

\*\*\*The Civil Engineer shall be required to appoint a Land Surveyor to re-establish the site boundaries, benchmarks and site pegs on the client identified site (as per site clearance documentation) at project planning phase. The Land Surveyor shall also be responsible to point the site boundaries, benchmarks, site pegs and any necessary topographical information to the contractor during site hand over to the contractor.

The consultant shall be expected to include a budget for undertaking these works as part of the disbursements, which shall be paid on proven-basis.

Please refer to the guideline manuals listed below for minimum requirements for the project. Should the project site be located on non-dolomite sub-strata, the consulting engineer shall design according to the specific requirements contained in the manuals listed below (latest version as at the time of implementation):

- o PW 342: Guidelines for the Design of Civil Services for Prisons;
- o PW 345: Standard Specification for Domestic and Fire Water Storage and Fire Water Supply for Public Buildings;
- o PW 347: Civil Engineering Manual.

However, should the project site be located on dolomite sub-strata, the consulting engineer shall also incorporate the specific requirements contained in the Department's PW 344 manual (latest version as at the time of implementation) listed below:

- o PW 344: Appropriate Development of Infrastructure on Dolomite: Guidelines for Consultants.

\*\* (Source website: [publicworks.gov.za/consultantsdocs.html](http://publicworks.gov.za/consultantsdocs.html))

The fees of this additional service shall be deemed to be included in the tender offer as per the Clause 4.3 of Board Notice No. 22 of 2021.

### C. Electrical Engineering Summary of Work

Work must be performed by an electrical engineering business undertaking, which is under the fulltime supervision of a registered professional electrical engineer or a registered professional electrical engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000).

The following table indicates a summary of work components that shall fall within the Electrical Engineering scope:

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DESCRIPTION	SCOPE of WORK
Electrical supply establishment (negotiate with supply authority and application)	YES
Eskom supply line deviation (negotiate with supply authority and application)- WHEN APPLICABLE	YES
Mini substations (including switchgear, protection and metering)	NO
DESCRIPTION	SCOPE of WORK
Connection with local authority low voltage infrastructure (metering kiosk, main supply circuit breaker)	YES
Electrical reticulation and distribution system	YES
Electrical reticulation and cabling of site and buildings including low voltage distribution boards, lightning and surge protection	YES
Installation of power skirting, power points, switched socket outlets and luminaries	YES
Perimeter and vehicle circulation area lighting	YES
Telephone and data - reticulation routes and layouts only	YES
CCTV - reticulation routes and layouts only	YES
Electronic access control - reticulation routes and layouts only	YES
Installation of intercoms	YES
Installation of panic button with combined siren/strobes	YES
Installation of walk through metal detector and provision of handheld scanners	YES
Emergency power generator	YES
Uninterrupted power supplies (UPS) (If applicable)	YES
Inverters, Battery backup / Solar system.	YES
Lightning protection (building roof lines, covered parking, generator canopy and water tank stand)	YES
Electronic fire detection (Mechanical Discipline)	NO
Electrical fencing	NO
Borehole pump – electrical point of supply only (if applicable)	YES
Borehole pump, control gear, protection and water level control (mechanical discipline)	NO
Fire water booster pumps and domestic water pressure pump – electrical points of supply only	YES
Fire water booster pump, domestic water pressure pump, control gear and protection (mechanical discipline)	NO
Hot water generation (mechanical discipline)	NO
HVAC (mechanical discipline)	NO
Vehicle gate automation (mechanical discipline)	NO
Installation of turnstiles with electronic control panels (mechanical discipline)	NO
Alternative energy saving solutions	YES
Testing, commissioning and certification	YES
Training & training certificates: (1) Generator operation (2) UPS Operation	YES

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(3) Inverter battery backup / Solar System	
Handover documentation including as built drawings, commissioning documentation, certificates of compliance, training certificates, equipment manuals, comprehensive closeout report and electrical final account	YES

**NB:**

The 'Client' (TMS) shall undertake the Electronics Engineering scope of works however, the Electrical Engineer shall be **expected** to include the **reticulation and first fix works** as part of their scope.

**D. Mechanical Engineering Services Summary of Work**

Work must be performed by a mechanical engineering business undertaking, which is under the fulltime supervision of a **registered** professional mechanical engineer or a registered professional mechanical engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000),

The following table **indicates** a summary of work **components** that shall fall within the Mechanical Engineering scope:

DESCRIPTION	SCOPE OF WORK
Air-conditioning and ventilation systems (HVAC)	YES
Dehumidifiers (Fire Arms Safe)	YES
Lifts and escalators for multi-storey buildings- IF APPLICABLE	YES
Sprinkler systems/ Fire extinguishers/ Fire hose reels where required/ Fire-fighting equipment	YES
Gas reticulation systems where required	YES
Security systems	NO
Hot water systems including reticulation of systems (hydro boils, heat pumps etc.)	YES
Internal drainage i.e. Grease/ Fat Trap	Yes
Borehole Equipment (Borehole Pump; Control Gear; Protection; Level Control)- IF APPLICABLE	YES
Water treatment plant (If applicable)	Yes
Electronic fire detection	YES
Rational fire design	YES
Fire water booster pump, domestic water pressure pump, control gear and protection	YES
Installation of turnstiles with electronic control panels	YES
Vehicle gate automation	YES
Training & training certificates: (1) Turnstiles (2) Vehicle gate automation	YES



(3) Electronic fire detection	
(4) Pumping equipment including water treatment plant.	
Testing, commissioning and certification	YES
Handover files with as built drawings, commissioning documentation, certificates of compliance, training certificates and equipment manuals.	YES

### A1.3.5 CONSTRUCTION HEALTH AND SAFETY PROFESSIONAL SERVICES

All standard services Stages 1-6 as described in Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000).

The main scope of work for the Occupational Health & Safety Consultant is to develop a comprehensive Health & Safety project specification, evaluate and approve the health and safety plan submitted by the appointed contractor. The Health & Safety agent is required to monitor and ensure compliance with the Occupational Health and Safety regulations in accordance with the latest Occupational Health and Safety act.

The following standard documents shall be applicable:

- Occupational Health and Safety Act 85 of 1993 (OHS Act).
- All regulations published in terms of the OHS Act.
- Construction Regulations, 2014
- SABS codes referred to by the OHS Act.
- Contract Documents
- Basic Conditions of Employment Act (Act 75 of 1997)
- National Environmental Management Act 107 of 1998 and all Regulations
- Compensation for Occupational Injuries and Diseases (COID) Act No.130 of 1993
- Code of Practice as published by the South African Council for the Project and Construction Management (SACPCMP).
- CIDB Code of Conduct.

The detailed scope of work shall be as follows:

#### Stage 1: Project Initiation and Briefing

- 1.1 Demonstrate the Construction Health and Safety Agent competency and resource.
- 1.2 Assist in developing a clear construction project health and safety brief.
- 1.3 Attend the construction project initiation meetings.
- 1.4 Conclude the terms of the agreement with the client.
- 1.5 Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project.
- 1.6 Advise the client on the adequacy of health and safety competency and resources of the other consultants.
- 1.7 Identify construction project health and safety risk profile.

- 1.8 Provide necessary information within the agreed scope of the construction project to the other consultants.
- 1.9 Define the Construction Health and Safety Agent scope of work and services.

## **Stage 2: Concept and Feasibility**

- 2.1 Agree the documentation programme with the principal consultant and other consultants.
- 2.2 Attend design and consultants meetings.
- 2.3 Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- 2.4 Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- 2.5 Advise on preliminary cost estimates/budgets for construction project health and safety.
- 2.6 Prepare draft construction project baseline risk assessment
- 2.7 Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities
- 2.8 Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists.
- 2.9 Assess and approve the appropriate specialists health and safety plans.
- 2.10 Monitor the implementation of the appropriate specialists health and safety plans, including periodic audits.
- 2.11 Prepare the draft construction project health and safety specification.
- 2.12 Agree the format and procedures for health, safety and hygiene construction project control.
- 2.13 Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities.
- 2.14 Liaise, cooperate and provide necessary information to the client/principal consultant and the other consultants.

## **Stage 3: Design Development**

- 3.1 Review the documentation programme with the principal consultant and the other consultants.
- 3.2 Attend design and consultants meetings.
- 3.3 Finalize the construction project health and safety risk profile.
- 3.4 Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operationability of the structure.
- 3.5 Manage, coordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.
- 3.6 Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during the design process and finalize the construction project baseline risk assessment.

- 3.7 Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- 3.8 Agree on a format for the health and safety file.
- 3.9 Assess and approve necessary construction project health and safety plans for early works.
- 3.10 Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- 3.11 Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.
- 3.12 Liaise, cooperate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants.

#### **Stage 4: Tender Documentation and Procurement**

**The client retains the sole mandate on procurement process relating to the building contract however the Construction Health & Safety Agent shall be called on to assist at the discretion of the client on the following duties:**

- 4.1 Attend design and consultants meetings.
- 4.2 Assist in developing a clear construction project health and safety procurement process.
- 4.3 Finalize construction project tender health and safety specifications and integrate with procurement documentation.
- 4.4 Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.
- 4.5 Prepare construction project health and safety documentation for submission to authorities.
- 4.6 Participate in construction project tender clarification meetings
- 4.7 Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner.
- 4.8 Assist the cost consultant in the finalization of the construction project health and safety cost estimate/budget.
- 4.9 Assist with the preparation of contract documentation for signature.
- 4.10 Prepare construction project health and safety mobilization and access plans for the construction work.
- 4.11 Assess samples, mock-ups: and products for construction project, structural maintainability and operability health and safety compliance.

#### **Stage 5: Construction Documentation & Management**

- 5.1 Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.
- 5.2 Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.
- 5.3 Attend site handover meetings and lead construction project health and safety mobilization and access plans.
- 5.4 Attend regular site, technical and progress meetings.
- 5.5 Prepare revised construction project health and safety risk profile, specifications

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- and cost estimates/budgets where there is scope of work changes
- 5.6 Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary.
  - 5.7 Monitor design risk management.
  - 5.8 Perform incident and accident investigations where necessary.
  - 5.9 Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
  - 5.10 Conduct construction health and safety management system audits.
  - 5.11 Facilitate construction health and safety system and plans reviews for continual improvement.
  - 5.12 Monitor the compilation of the construction project health and safety file by the contractor(s).
  - 5.13 Prepare and maintain the consolidated health and safety file.
  - 5.14 Prepare the structure commissioning health and safety plans.

#### Stage 6: Project Close Out

- 6.1 Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.
- 6.2 Cancel all construction project health and safety legal appointments.
- 6.3 Prepare the health and safety operations and maintenance report.
- 6.4 Prepare the consolidated construction project health and safety close - out report.

#### A1.4 SCOPE OF WORKS

The size of the site is approximately 1.8007 ha. The facilities will inter alia consist of:

1. Community service center
2. Public Toilets
3. Victim Friendly Facilities
4. Office Block to cater for:
  - a. Detective Service offices
  - b. Administration offices
  - c. Visible Policing Offices
  - d. Crime Intelligence Offices
  - e. Support Services Offices
  - f. Financial Service Offices
  - g. Supply Chain Management Offices
  - h. Human Resource Management Offices
  - i. Communication Service Offices
  - j. Management Information Centre
5. Stores

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6. Cell Block
7. Emergency Generator Yard
8. Emergency Water Storage facility
9. Car wash bay, cleaners' room
10. Landscaping
11. Covered / Open Staff Parking
12. Refuse Yard
13. SAPS 13 Vehicle Camp

As per approved needs assessment document with a total assignable area approximately **752.92 m<sup>2</sup>**. The client shall be providing prototype design drawings and specifications to act as guidelines of the required standards, functional relationships and process flow requirements. The project design team shall be expected to undertake full designs based on the approved needs assessment, site-specific parameters, statutory requirements and client standards and requirements.

#### A1.5 LOCATION OF PROJECT

**Location:** Kutlwanong, Matjhabeng Municipality

**Property Description:** ERF 7277, Kutlwanong

**GPS:** S 27 degrees 51' 23.55" E 26 degrees 46' 25.07"

#### A1.6 PROJECT ESTIMATED COST

<b>Total Estimated Building Cost</b>	<b>R45 299 955,62</b>
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**\*Excluding VAT & Professional Fees**

#### A1.7 PROJECT DURATION / PRELIMINARY TARGET DATES

The client approved planning period (stage 1 – 4.1) for all disciplines is **24 weeks (6 Months) and (2 Months for Client Approval)** excluding industrial break from appointment of the consultant team and construction (stages 5 & 6) **TWENTY FOUR (24) months** from the date of appointment of the successful contractor including industrial break.

Award and Mobilization	<b>3 Months</b>
Construction Duration	<b>18 Months</b>
<i>(Letter of award shall include the Construction Permit to the end of the 3 months defects liability period)</i>	
Defect Liability Period	<b>3 Months</b>
Total Contract Duration	<b>24 Months</b>

The Lead Consultant together with the rest of the consultancy team shall be expected to provide a detailed program based on the client approved duration above for the complete works related to stages 1 to 6 outlined in the approved Project Execution Plan (PEP).

#### Work Stages Target Durations are as follows:

- Stage 1 Inception: **2 Weeks**

- *Presentation and Client Approval:* **2 Weeks**
- *Stage 2: Design Concept and Viability:* **4 Weeks**
- *Presentation and Client Approval:* **2 Weeks**
- *Stage 3 Design Development:* **6 Weeks**
- *Presentation and Client Approval:* **2 Weeks**
- *Stage 4.1 Tender Documentation:* **12 Weeks**
- *Presentation and Client Approval:* **2 Weeks**
- *Stage 4.2 Procurement: Approximately* **24 Weeks (Dependent on client internal procurement processes)**
- **Mobilization** **3 Months**
- *Stage 5 Construction:* **18 Months (Inclusive of construction permit duration)**
- *Stage 6 Project Closeout:* **75 Working Days**

**Reports for each stage shall be at the minimum in accordance with the 2019 Infrastructure Delivery Management System (IDMS).**

- A1.8 INFORMATION AVAILABLE FROM THE CLIENTSAPS needs assessment approved as annexure "A".
- SAPS designs examples and specifications. (To be used for functional analysis only)
- Five Star 2012 specifications for new police facilities (Source website: [publicwrks.gov.za/consultantsdocs.html](http://publicwrks.gov.za/consultantsdocs.html))
- Site clearance reports (Consultant to determine if adequate and client to advise on additional needs)

**NB: An information hard copy pack shall be issued to the successful bidder on appointment.**

#### **A1.9 CLIENT REPRESENTATIVE**

The Client Representative for the project is:

**SAPS Departmental Project Manager : COL. JOHANI MHLANGA**

**Tel : +27 12 845 8788**

**Email : [MhlangaJ@saps.gov.za](mailto:MhlangaJ@saps.gov.za)**

The SAPS reserves the right to replace the mentioned Client Representative with another member of its staff or any individual / firm from the private sector should it be deemed

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necessary at any stage during the execution of the project.

#### **A1.10 MINIMUM TECHNICAL PROJECT TEAM COMPOSITIONS**

The project team composition and level of responsibility shall be in strict accordance to the prescribed Identification of work (IDoW) categories in the respective board notices. The following eight (8 No.) **Professionals** shall be the minimum team composition that the Lead Consultant shall be expected to provide for the project per a discipline.

***Proof of all professional registrations must be attached and failure to do so shall result in disqualification.***

***Failure to meet the minimum post-registration experience will lead to disqualification.***

***Failure to reach 60% of the Functionality Criteria which includes the following team composition will lead to disqualification.***

A1.10.1 Professional Construction Project Manager - Registered with SACPCMP (***with a minimum of 3 years' experience post registration***)

A1.10.2 Professional Architect (Lead Architect) - Registered with SACAP (***with a minimum of 5 years' experience post registration***)

A1.10.3 Professional Quantity Surveyor - Registered with SACQSP (***with a minimum of 3 years' experience post registration***)

A1.10.4 Professional Structural Engineer - Registered with ECSA (***with a minimum of 3 years' experience post registration***)/ Professional Structural Technologist – Registered with ECSA (***with a minimum of 5 years' experience post registration***)

A1.10.5 Professional Civil Engineer - Registered with ECSA (***with a minimum of 3 years' experience post registration***)/ Professional Civil Technologist – Registered with ECSA (***with a minimum of 5 years' experience post registration***)

A1.10.6 Professional Electrical Engineer with built environment experience - Registered with ECSA (***with a minimum of 3 years' experience post registration***)/ Professional Electrical Technologist with built environment experience – Registered with ECSA (***with a minimum of 5 years' experience post registration***)

A1.10.7 Professional Mechanical Engineer- Registered with ECSA (***with a minimum of 3 years' experience post registration***) / Professional Mechanical Technologist with built environment experience - Registered with ECSA (***with a minimum of 5 years' experience post registration***)

A1.10.8 Professional Construction Health & Safety Agent - Registered with SACPCMP (***with a minimum of 3 years' experience post registration***).

***\*\*Not a Professional Construction Health & Safety Manager\*\*.***

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**NB:** The Lead Consultant shall be expected to seek client approval prior to making any substitutions or changes to the team members **approved** on appointment. The Lead Consultant shall formally request substitution of any team professional member. **Proposed** new team member curriculum vitae and professional qualifications must meet the minimum qualification prescribed for the position should be submitted.

\*\*\*\* All project meetings (Stages 1-6), shall be attended by the Lead Consultant as well as the **professionally** registered personnel per a discipline as per submitted and approved CVs\*\*\*\*

*Any deviation from this provision may result in the cancellation of this agreement.*

#### **A1.11 INFORMATION REQUIRED FROM THE APPOINTED LEAD CONSULTANT**

Based on the scope of works and services required the Lead Consultant must provide a comprehensive **Project Execution Plan** (PEP) prior to commencement of works (within 2 weeks after being commissioned). The PEP shall be expected at minimum to consist of the following aspects;

- Key project tasks and expected deliverables
- The project risks and opportunities
- The **project** processes, **resources** and programming until construction start
- Defines all project stakeholders, their roles and responsibilities
- Project projected cash flows per work stage
- Defines all allocated project team members including; an organogram indicating the levels of authority and **areas** of responsibility of all professional and technical staff that would be employed on the project. **This organogram must be accompanied with full curriculum vitae of the all the multidisciplinary team members and certified proof of professional registrations** with the relevant statutory professional bodies.
- Valid Professional Indemnity Certificate for the practice and/ or eight disciplines.

The PEP will form the basis for monitoring the performance of the Lead Consultant and their sub consultants.

#### **B1. EXTENT OF SERVICES (FULL SERVICE) - (FEE INCLUSIONS AND EXCLUSIONS)**

The Lead Consultant must, in the price offer, make provision for, and include all, professional costs for involvement in the design and coordination for the provision of all services outline in section A1.3 including attendance to all their sub consultants.

No professional fees, in excess of what was tendered, will be considered for professional work performed, and time spent, by the Lead Consultant in any matters associated with these items.

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**C1. PERCENTAGE BASED FEES (AS INCREASED OR DECREASED)****C1.1 REMUNERATION FOR SERVICES**

The professional services fees shall be calculated per discipline in accordance to the provisions of the respective board notices with any adjustments offered by the bidder in the final fee schedule in section D3 subject to the specific terms and conditions stated elsewhere in the agreement.

**C1.1.1 Construction Project Management Discipline**

In accordance with the provisions of Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act, 2000 (Act 48 of 2000) published in the Government Gazette No. 34858, dated 23 December 2011

**C1.1.2 Architectural Discipline**

In accordance with the provisions of Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 47019, dated 15 July 2022

**C1.1.3 Quantity Surveying Discipline**

The tariff of fees payable and applicable to this appointment will be calculated in accordance with the Guideline Tariff of Professional fees (2015) as published in Board Notice 170 in Government Gazette No 39134 dated 28 August 2015 as prescribed by the South African Council for the Quantity Surveying Profession in terms of the Section 34 (2) of the Quantity Surveying Professions Act, 2000 (Act No. 49 of 2000).

Consultant's attention is specifically drawn to Clause 10.49 of the abovementioned Tariff of Professional fees, which defines "**Value for Fee Purposes**". Value for fee purposes shall exclude electrical and mechanical services ancillary to building services.

**C1.1.4 All Engineering Services (Structural, Civil, Electrical and Mechanical Engineering Disciplines)**

All standard services as described in Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

**Part of the normal services of the consulting Mechanical and Electrical Engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and procurement process. This clause supersedes clause 3.2 normal services.**

**C1.1.5 Construction Health and Safety Agent Discipline**

In accordance to with the provisions of Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

**C1.2 PARTIAL SERVICES**

Where any discipline is required to perform a portion of the standard services only, the

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relevant portion of the works shall be payable in accordance to the applicable fees in the Board Notice or as pre-approved by the client.

### **C1.3 PAYMENTS OF PROFESSIONAL FEES**

#### **C1.3.1 Interim Payments of Professional Fees**

The professional fees are based on the following parameters;

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

All fee accounts must be accompanied by an updated original written certification (value for fee purposes breakdown) by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with their respective board notices as stated on this terms of reference.

The amount reflecting on "Tenderer's Cost Estimate for Fee Calculation Purposes" on the Pricing Schedule (D3) will be adjusted in terms of the quantity surveyor's certification for each discipline on each fee account.

Accounts for Services rendered may be **submitted** on the **successful** completion of each stage of work once the **full multidisciplinary** deliverables of the particular stage has been met. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Terms of Reference and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB).

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the net amount of the accepted tender, or
- If tenders were received but not awarded, the lowest acceptable 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, or
- if the contract is awarded by negotiation the negotiated price, or
- If no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineer's estimate or if appointed, 80% of the quantity

surveyor's estimate. If the project is cancelled after the end of Pre contract stages (Stage 4.2) the client approved pre tender estimate shall be the one representing the value of the Works and will be the basis of fee calculation (which for purposes of final pre contract payments will be deemed to be 80% of the client approved pre tender estimate).

All fee claims must be accompanied by a copy of the order form, reflecting the amount(s) on which your fees are based. The onus, however, rests on the Lead Consultant to calculate the fees on the appropriate value and according to the correct fee scale, read in conjunction with the letter of Invitation. Further to this, all fee accounts must be accompanied by an updated original written certificate by the quantity surveyor, if appoint, of the amount(s) on which fees are based.

#### **C1.3.2 Adjustments of Professional Fees**

The consultant fees will, save the provisions of Paragraph C1.3.1 above, only be adjusted upon the appointment of the contractor, as well as upon completion of the final account and project closeout (stage 6).

The following shall be the gates for adjustment:

Gate 1: Our Contractor award at the follow key milestones.

Gate 2: On Practical completion.

Gate 3: On Final account completion.

Any adjustments to the professional fees must be requested in writing accompanied by a detailed motivation for the request in accordance to the provisions of the relevant board notice or provisions in this agreement. It should be noted that no adjustments to the fees will be made automatically without the request of the Lead Consultant

#### **C1.5 INTERIM PAYMENTS FOR STAGE 5**

Interim payments for Stage 5 will be allowed as defined in C1.1 under "**Remuneration for Services**" above. One third of the fees for Stage 5, however, will be apportioned to the draft final account, which must be a complete draft final account for the Project, or any separate identifiable phase of the Project, complete in all respects for the Employer to verify for correctness. Interim payments for the draft final account will be allowed only when the Employer has received this.

#### **C1.6 FEES FOR STAGE 6**

The Lead Consultant shall be allowed **120 working days** from date of practical completion to prepare, conclude and settle the final account.

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#### **C1.7 FEES FOR DOCUMENTATION FOR WORK COVERED BY A PROVISIONAL SUM**

The **ONLY** provisional sum items that shall be allowed shall be for:

- Any other scope formally approved by the client.

**All design related aspects of the project shall be fully measured and no provisional sums shall be allowed for these items.**

The documentation fee in respect to the allowable provisional sums shall be remunerated at the time when the documentation has **been completed**. The fee shall relate to the type of documentation **drawn up by the Lead Consultant** in respect of each section of such work.

#### **C1.8 TIME CHARGES FOR WORK DONE UNDER A PERCENTAGE BASED FEE**

Not applicable

#### **C1.9 FEES FOR ALTERNATIVE TENDERS**

No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

#### **C1.10 REPLICATIONS**

With regard to replications and duplication, all professional disciplines will be required to execute their work in the most economical manner in the best interest of the SAPS.

To this end the former shall consult at an early stage to determine the requirements of the SAPS with regard to **repetitive units**, buildings or structures (without significant change) in the **documentation for the project**.

Further to relevant clauses of each professional discipline's tariff of **professional fees**, the fees in respect of replications and duplications shall be extended to include the replication of individual distinct repetitive units, buildings or structures, without significant change with the said building contract of a previous building contract, such as (but without limiting the intention of this conditions of appointment).

#### **C1.11 CANCELLATION OR ABANDONMENT**

Should instructions having been given by the **Client** to the **Lead Consultant** to proceed with any of the **stages of services** set out in clause A1.3 and the whole or part of the **works** is cancelled or abandoned, the Lead Consultant shall be remunerated for these services on satisfactory completion of the prescribed deliverable of the relevant stage. Remuneration shall be in accordance to the provisions set out in the relevant clauses in this agreement failing which the provisions of the board notices shall apply.

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**C1.12 EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD**

In the event of the initial **contract** period being exceeded by more than 20%, through no fault of the **professional consultancy team**, the **Lead Consultant** shall be remunerated for all additional work (on proven basis) over and above the period exceeding the additional 20%, resulting from the extension of time. Remuneration shall be applied on a pro rata basis based on the accepted percentage fee offer for Stage 5 of the Lead Consultant.

The Lead Consultant shall be expected to make a formal application with motivation for the extension of the initial contract period for client for approval prior to undertaking any additional service.

**NB: This clause supersedes any provisions made in all board notices mentioned in the terms of reference in regards to fees on extended initial contractual contract period.**

The initial contractual and actual construction period shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays.

**C1.13 PRINCIPAL AGENT AND PRINCIPAL CONSULTANT**

**The appointed Lead Consultant will perform the role of the Principal Consultant and Principal Agent.**

The Lead Consultant must first seek formal Bid Adjudication Committee (BAC) written approval from Client **Representative**, for any decisions that have any financial implications. This is in compliance with the Public Finance Management (Act No. 1 of 1999) before any changes to the original scope of works are effected or before any instruction is issued to proceed with work, which has a financial implication.

**NB: No additional services, which have any financial consequences, should proceed without prior formal written approval from the client.**

**C1.14 ADDITIONAL SERVICES**

The **Lead Consultant** shall be expected to obtain BAC written approval for any additional services that are beyond the normal services as prescribed in the respective disciplines board notices prior to their execution.

The basis of remuneration of these services shall be negotiated and agreed upon between the Lead Consultant and the client prior to written approval and commencement of the services.

**C1.15 QUALITY ASSURANCE SYSTEM**

No separate payment shall be made for the implementation of a quality management system in line with available and accepted quality management standards as contemplated in any prevailing legislation which has a bearing on the execution of any of the duties of the Lead Consultant and the project team, including but not limited to the relevant legislation

applicable to each of the respective discipline and its respective codes of conduct.

The cost of providing this service shall be deemed included in the percentage-based fee tendered for normal services.

Project Execution Plan (PEP), shall be required to demonstrate how Total Quality Assurance will be executed and managed for the duration of the appointment. It is expected that, a comprehensive Quality Assurance Report shall be updated and submitted every second month to Client Representative without fail.

#### **C1.16 ENVIRONMENTAL IMPACT ASSESSMENT**

Not Applicable

#### **C1.17 PROFESSIONAL INDEMNITY**

The Lead Consultant and the sub-consultants shall be expected to provide valid professional indemnity insurance in respect to **each discipline** (Construction Project Management, Architectural, Quantity Surveying, Civil & Structural Engineering, Electrical & Mechanical Engineering and Construction Health and Safety) to the amount equal to two times the normal fees estimate, and shall upon **appointment within 14 days** issue to the client a valid certificate to that effect from the **underwriting company or broker**.

The **Lead Consultant** shall for the duration of the project **ensure** that the full **multidisciplinary** professional team **maintains their professional status** and shall annually by the end of March provide proof of all **professional status from the relevant governing bodies** failure to which will be deemed a breach of this **contract**.

#### **C1.18 PENALTY**

If due to Lead Consultant negligence or **for reasons within their control**, the Lead Consultant does not perform the services within the **period of performance (prescribed per stage as per section A1.3.1 to A1.3.5)**, the employer **shall without prejudice to their other remedies under the agreement or in law**, be entitled to levy a penalty for every day or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion at the rate of **0.1% of the contract amount**. **Actual penalty amount per calendar day shall be included in the letter of award.**

#### **C1.19 LIMIT OF LIABILITY**

The minimum amount of compensation **payable** by the Lead Consultant to the Client in respect of liability under this agreement or as a result of work executed in terms of this agreement is limited to an amount equal to twice the amount of fees payable by the client to the Lead Consultant under agreement, or any amount becoming available under the professional indemnity insurance stated in the schedule (with the Lead Consultant contributing any excess, required in terms of the professional indemnity insurance), whichever is the highest.

#### **C1.20 SET OFF**

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The Client reserves the right to set off against any amount payable to the Lead Consultant any sum owed by the Lead Consultant to the Client in respect of this project.

#### C1.21 DISBURSEMENTS

It is required from the bidder to indicate, in the Schedule in Par.C1.22 submitted with this bid, the calculation of disbursements related to the periods mentioned above, and included in the bid amount. It should be noted that this schedule will only be used to determine the Client's liability regarding extension of the construction period, which is not attributable to the Professional consultancy team. Information in the schedule must be sufficiently detailed to determine the actual time related disbursements included. Payment of fees will, for the duration of the project, be paid as prescribed elsewhere in this document.

The disbursements schedule is subject to commercial risk evaluation conducted by the client.

The Lead Consultant shall allow for at least **sixteen (16) visits** of the **professional team** to the Client at their premises located at, 18 De Havilland Crescent, Acacia Building, Perseus Techno Park, Lynnwood Manor, to make presentations to the client after appointment. In the case where any part or section of the Service Provider's work is in question and further presentation is required, the Client will not be held liable for any costs incurred by the Lead Consultant or further presentation(s).

#### C1.22 SCHEDULE OF DISBURSEMENTS

The documentation and quantities below refers to documents submitted to the client.

Quantities provided in the schedule(s) of disbursements below are **provisional**, and are subject to change depending on the needs of the project and individual bidder. However, for the purposes enabling bidders to price on the same basis, provisional quantities were used in this document. Should there be any changes from provisional quantities provided in the schedule(s) of disbursements, it is the responsibility of the bidder to provide such proof.

The rates below must not exceed the guidelines of reimbursement of expenses set out in respective discipline Board Notices, and will be applicable for the duration of the contract inclusive of any extension of the contract period.

**Failure to complete all schedules of disbursement (Section C1.22.1 to C1.22.8) will lead to disqualification.**

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**SCHEDULES OF DISBURSEMENTS (Refer Par. C1.21 above)****C1.22.1 Construction Project Management Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Duplicating on white paper (A3 size)	Page	1500	R	R
3	Document binding (A4 Size)	Set	50	R	R
4	Duplicating of drawings (A0 Size)	Page	0	R	R
5	Duplicating of drawings (A1 Size)	Page	100	R	R
6	Planning and presentation Meetings at the client's office	No	16	R	R
7	Attending Progress and Technical meetings on site	No.	58	R	R
8	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
9	Clerk of Works (Stage 5 & 6)	Monthly	24	R	R
<b>Total Disbursements carried forward to Paragraph D3.1 (Excluding VAT)</b>					<b>R</b>

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## C1.22.2 Architectural Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Duplicating on white paper (A3 size)	Page	1500	R	R
3	Document binding (A4 Size)	Set	50	R	R
4	Duplicating of drawings (A0 Size)	Page	0	R	R
5	Duplicating of drawings (A1 Size)	Page	100	R	R
6	Planning and presentation Meetings at the client's office	No	16	R	R
7	Attending Progress and Technical Meetings on Site	No.	58	R	R
8	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
9	Municipal Submission fees	Lump Sum	1	R 70 000.00	R 70 000.00
10	Landscape Architect	Lump Sum	1	R	R
<b>Total Disbursements carried forward to Paragraph D3.2 (Excluding VAT)</b>					<b>R</b>

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**C1.22.3 Quantity Surveying Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	2 000	R	R
2	Document binding (A4 Size)	Set	10	R	R
3	Planning and presentation Meetings at the client's office	No	16	R	R
4	Attending Progress and Technical Meetings on Site	No.	58	R	R
5	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
<b>Total Disbursements carried forward to Paragraph D3.3 (Excluding VAT)</b>					<b>R</b>

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## C1.22.4 Structural Engineering Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	300	R	R
2	Duplicating on white paper (A3 size)	Page	600	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
8	Geotechnical Survey	Lump Sum	1	R120 000.00	R120 000.00
<b>Total Disbursements carried forward to Paragraph D3.4 (Excluding VAT)</b>					<b>R</b>

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**C1.22.5 Civil Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	300	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	300	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending <b>Progress</b> and Technical Meetings on site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
8	Land Surveyor	Lump Sum	1	R70 000.00	R70 000.00
9	Geo-Hydrologist	Lump Sum	1	R200 000.00	R200 000.00
<b>Total Disbursements carried forward to Paragraph D3.5 (Excluding VAT)</b>					<b>R</b>

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**C1.22.6 Electrical Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
<b>Total Disbursements carried forward to Paragraph D3.6 (Excluding VAT)</b>					<b>R</b>

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**C1.22.7 Mechanical Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000.00	R 10 000.00
8	Fire Specialist	Lump Sum	1	R80 000.00	R80 000.00
<b>Total Disbursements carried forward to Paragraph D3.7 (Excluding VAT)</b>					<b>R</b>

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**C1.22.8 Construction Health and Safety Agent Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Document binding (A4 Size)	Set	4	R	R
3	Planning Meetings at the client's office	No	13	R	R
4	Planning and presentation Meetings at the client's office	No	16	R	R
5	Attending Progress and Technical Meetings on Site	No.	58	R	R
6	Courier costs (On proven Cost basis)	Lump Sum	1	R 5 000.00	R 5 000.00
<b>Total Disbursements carried forward to Paragraph D3.8 (Excluding VAT)</b>					<b>R</b>

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### C1.23 PROJECT REPORTS AND DRAWINGS

It is a requirement that the Lead Consultant furnish for all professional disciplines services covered the following:

- Submit 4 No. Hard copies of all reports (Stages 1 - 6) in original format.
- Submit all subsequent reports, BOQ and technical specification and tender information in digital format ( PDF, excel and word format) where possible and where requested to do so by the Client.
- Submit 4 No. Sets of drawings for **Stage 2- Design Concept**, **Stage 3-Design Development**, **Stage 4, Technical documentation (Working Drawings)** and "As Built" drawings in digital format (DWG/DXF/CXF and PDF).
- Use SAPS logos, frames, addresses and covers on your final reports, drawings, all documentation-although it will be allowed that internal documentation carry the details of the applicable firms or professionals.
- All reports, BOQ and drawings must be submitted for approval by the client before payments can be claimed.
- No report, investigation, application or drawing may be submitted to a third party without the prior written approval of the Client.
- The information related to this project may not be used by your company for any purpose than approved by the Client and may never be sold, exposed or traded with a third party.

### D.1 ACTIVITY SCHEDULES

Each discipline activity schedule shall be based on the tariff of fees prescribed by their relevant statutory board notices prescribed in clause A1.3

The **Lead Consultant** shall make provision for the cost of the additional services that are to be included other than the normal services by adjusting the percentage tendered in column (b) of the activity schedules for each discipline as may be required. The Lead Consultant must make provision for all activities they consider necessary for the execution of the works as set out in the Scope of Works.

Each consultant's fees shall be limited to their scope of works and project estimate respectively. Financial and procurement authority will have to be obtained prior to the continuation of any designs exceeding the project estimate and/or scope of work.

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**D2 APPORTIONMENT OF FEES FOR PROFESSIONAL SERVICES**

As set out in apportionment tables below, fees will be paid only **at the completion** of stages 1, 2, 3, 4 and **proportionally** to construction progress for stage 5 in accordance with the value of the certified payments, and again **at the completion** of stage 6.

**D2.1 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: PROJECT AND CONSTRUCTION MANAGEMENT DISCIPLINE.**

All standard services as described in Stages 1 to 6 as per Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act.2000 (Act 48 of 2000) published in the Government Gazette No. 34858, dated 23 December 2011 outlined as follows:

Project Stage	Description	Percentage of Total Fee
1	Initiation	10%
2	Concept and Viability	10%
3	Design Development	25%
4	Documentation and Procurement	10%
5	Construction	40%
6	Close Out	5%

**D2.2 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: ARCHITECTURAL DISCIPLINE**

In accordance with the provisions of Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 47019, dated 15 July 2022

Project Stages	Description (Architectural)	Percentage Fees Due
1	Inception	2%
2	Concept and Viability	15%
3	Design Development	20%
4.1	Documentation	10%
4.2	Procurement	20%
5	Contract Administration and Inspection	30%
6	Close-out	3%

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## D2.3 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: QUANTITY SURVEYING DISCIPLINE

In accordance with the provisions of Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

Category	Percentage of fee					
	Stage 1 Inception	Stage 2 Concept and viability	Stage 3 Design development	Stage 4 Documentation and procurement	Stage 5 Construction	Stage 6 Close-out
1	2	3	4	5	6	7
<b>Bills of quantities and engineering</b>						
<b>bills of quantities contracts:</b>						
Bills of provisional quantities .....	2,5	5	7,5	17,5	62,5	5
Bills of quantities .....	2,5	5	7,5	35	45	5
Schedule of rates .....	2,5	5	7,5	12,5	67,5	5
<b>Builder's quantities .....</b>	n/a	n/a	n/a	100	n/a	n/a
<b>Contracts without bills of quantities .....</b>	2,5	7,5	10	20	52,5	7,5
<b>Cost norms .....</b>	15	15	15	20	25	10
<b>Cost-plus contracts .....</b>	2,5	7,5	10	15	57,5	7,5
<b>Payment valuations .....</b>	n/a	n/a	n/a	n/a	92,5	7,5
<b>Principal agency .....</b>	n/a	n/a	7,5	7,5	70	15
<b>Principal consultancy .....</b>	25	25	25	25	n/a	n/a
<b>Project monitoring .....</b>	2,5	5	10	17,5	50	15
<b>Quality inspection .....</b>	n/a	n/a	n/a	n/a	85	15
<b>Replication of prototype .....</b>	2,5	5	5	17,5	62,5	7,5
<b>Schedule of materials .....</b>	n/a	n/a	n/a	100	n/a	n/a
<b>Simplified bills of quantities contracts:</b>						
Bills of provisional quantities .....	2,5	7,5	10	17,5	55	7,5
Bills of quantities .....	2,5	7,5	10	35	37,5	7,5
Schedule of rates .....	2,5	7,5	10	12,5	60	7,5
<b>Targeted procurement .....</b>	n/a	n/a	n/a	20	60	20
<b>Multiple procurement contracts (overrides all other category apportionments) .....</b>	2,5	5	7,5	During Stage 4	During Stage 5	45
				15	20	

## D2.4 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: CIVIL ENGINEERING DISCIPLINE

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons **Registered** in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Project Stages	Description (Civil & Structural Engineering)	Percentage Fees Due
1	Inception	5%
2	Concept and Viability	20%
3	Design Development	30%
4	Documentation and Procurement	15%
5	Contract Administration and Inspection	25%
6	Close-out	5%

## D2.5 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: STRUCTURAL ENGINEERING DISCIPLINE

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Project Stages	Description (Civil & Structural Engineering)	Percentage Fees Due
1	Inception	5%
2	Concept and Viability	20%
3	Design Development	30%
4	Documentation and Procurement	15%
5	Contract Administration and Inspection	25%
6	Close-out	5%

## D2.6 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: ELECTRICAL & MECHANICAL ENGINEERING DISCIPLINE

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021. The services applicable are as follows:

Project Stage	Description (Electrical & Mechanical Engineering)	Percentage Fees Due
1	Inception	5%
2	Concept & Viability	15%
3	Design Development	20%
4	Documentation & Procurement	20%
5	Contract Administration & Inspection	35%
6	Close-Out	5%

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## D2.7 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: CONSTRUCTION HEALTH AND SAFETY AGENT

In accordance with the provisions of Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000)

The services applicable are as follows:

Project Stage	Description	% of Total Fee
1	Project initiation and briefing	5%
2	Concept and feasibility	20%
3	Design Development	20%
4	Tender Documentation and Procurement	10%
5	Construction and contract administration	40%
6	Project Close-Out	5%
	TOTAL	100%



## D3 PRICING SCHEDULE FOR PROFESSIONAL SERVICES FEES OFFERED

## D3.1 CONSTRUCTION PROJECT MANAGER

CONSTRUCTION PROJECT MANAGEMENT SERVICES  
PERCENTAGE BASED FEES

Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act 2000 (Act 48 of 2000)

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Project Management Scope for fee calculation purposes	Estimated normal fees for Standard Construction Management Services stages 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R45 299 955,62	R2 490 387,95	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES INCLUDING			R
PERCENTAGE BASED PROJECT MANAGEMENT STANDARD SERVICES FEE OFFER(b)/(a) X 100%			%

Note: Remuneration for percentage-based appointments will be calculated as the percentage of the fees tendered multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the fees tendered shall apply to each stage for services provided

**Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act No 44 of 2000)**

**Fee for Normal Services inclusive of certain additional services as specified.**

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

## D3.3 QUANTITY SURVEYING DISCIPLINE

## QUANTITY SURVEYING SERVICES

## PERCENTAGE BASED FEES

Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for QS Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Quantity Surveying Services 1 to 6		Financial Offer by Tenderer
R45 299 955,62	R37 598 963,17	R2 399 065,36		R
SUB-TOTAL				R
VALUE ADDED TAX (15%)				R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES INCLUDING				R
PERCENTAGE BASED QUANTITY SURVEYING STANDARD SERVICES FEE OFFER				
(b)/(a) X 100%				%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The quantity surveyor is not required to perform a service in respect of mechanical and electrical installations ancillary to building works and hence the value for fee purposes for the quantity surveyors is exclusive of these services.

## D3.4 STRUCTURAL ENGINEERING DISCIPLINE

## STRUCTURAL ENGINEERING SERVICES

## PERCENTAGE BASED FEES

ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Structural Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Structural Engineering Services 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R8 647 761,53	R1 047 251,38	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED STRUCTURAL ENGINEERING STANDARD SERVICES FEE OFFER			%
(t)/(a) X 100%			

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

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## D3.5 CIVIL ENGINEERING DISCIPLINE

## CIVIL ENGINEERING SERVICES

## PERCENTAGE BASED FEES

ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Civil Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Civil Engineering Services 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R9 023 751,16	R1 092 370,14	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED CIVIL ENGINEERING STANDARD SERVICES FEE OFFER			R
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

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## D3.6 ELECTRICAL ENGINEERING DISCIPLINE

## ELECTRICAL ENGINEERING SERVICES

## PERCENTAGE BASED FEES

ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Electrical Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Electrical Engineering Services 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R4 982 995,12	R747 499,27	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED ELECTRICAL ENGINEERING STANDARD SERVICES FEE OFFER			%
(k)/(a) X 100%			

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The electrical engineer will be expected to perform all cost administrative duties in respect of electrical engineering installations ancillary to building works (this paragraph supersedes any contradicting clause on the above stated Gazette)

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## D3.7 MECHANICAL ENGINEERING DISCIPLINE

## MECHANICAL ENGINEERING SERVICES

## PERCENTAGE BASED FEES

ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Mechanical Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Mechanical Engineering Services 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R2 717 997,34	R407 749,60	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED MECHANICAL ENGINEERING STANDARD SERVICES FEE OFFER			%
(b)/(a) X 100%			

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The mechanical engineer will be expected to perform all cost administrative duties in respect of mechanical engineering installations ancillary to building works (this paragraph supersedes any contradicting clause on the above stated Gazette)

## D3.8 CONSTRUCTION HEALTH &amp; SAFETY AGENT DISCIPLINE

CONSTRUCTION HEALTH AND SAFETY AGENT SERVICES  
PERCENTAGE BASED FEES

Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000)

Fee for Normal Services inclusive of certain additional services as specified.

Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Construction Health & Safety Agent Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Construction Health and Safety Agent Services 1 to 6	Financial Offer by Tenderer
R45 299 955,62	R45 299 955,62	R1 294 037,93	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED CONSTRUCTION HEALTH AND SAFETY AGENT STANDARD SERVICES FEE OFFER			%
(b)/(a) X 100%			

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

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## D4 FULL MULTIDISCIPLINARY PROFESSIONAL SERVICES FEE SCHEDULE

TENDERER'S FULL MULTIDISCIPLINARY SERVICES PERCENTAGE BASED FEES				
Discipline	Value Based Offer based on Cost Estimate			Total Offer
	Total Professional Fees Offered	Disbursements		
Construction Project Management Services (Refer to D3.1 & C1.22.1)	R	R		R
Architectural Services (Refer to D3.2 & C1.22.2)	R	R		R
Quantity Surveying Services (Refer to D3.3 & C1.22.3)	R	R		R
Structural Engineering Services (Refer to D3.4 & C1.22.4)	R	R		R
Civil Engineering Services (Refer to D3.5 & C1.22.5)	R	R		R
Electrical Engineering Services (Refer to D3.6 & C1.22.6))	R	R		R
Mechanical Engineering Services (Refer to D3.7 & C1.22.7))	R	R		R
Construction Health & Safety Agent Services (Refer to D3.8 & C1.22.8))	R	R		R
SUB-TOTAL				R
VALUE ADDED TAX (15%)				R
TOTAL FEES OFFERED				R
TENDERER'S TOTAL FINANCIAL OFFER FEES INCLUDING DISBURSEMENTS				
Carried over to the Form of Offer				
				R

Company Name:

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Physical Address:

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Postal Address:

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Telephone Number: Code \_\_\_\_\_ Number \_\_\_\_\_

Facsimile Number: Code \_\_\_\_\_ Number \_\_\_\_\_

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_

Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DULY AUTHORISED PERSON

\_\_\_\_\_  
CAPACITY UNDER WHICH THIS OFFER IS SIGNED

AS WITNESSES:

1. \_\_\_\_\_

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2.

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**PART C.3**

**PROFESSIONAL BOARD NOTICES:**

**BID 19/1/9/1/63 TB(23)**

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT  
MANAGER PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD  
CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY  
PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL  
AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL  
ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH  
AND SAFETY AGENT FOR KUTLWANONG POLICE STATION: FREE  
STATE PROVINCE**

**CERTIFICATE:**

BY SUBMITTING THIS BID OFFER, IT IS CONFIRMED THAT THE BIDDER IS FAMILIAR WITH AND TOOK NOTE OF ALL APPLICABLE BOARD NOTICES AND CIDB GUIDELINES CONTAINED IN THE TERMS OF REFERENCE (TOR) DOCUMENT AND OTHER CONTRACT DATA.

THE BOARD NOTICES WILL FORM PART OF THE FINAL CONTRACT CONCLUDED WITH THE SUCCESFULL BIDDER.

Signature of bidder: .....

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Capacity: .....

Date: .....