

2.6 Appropriate percentage for supplementary services

Note: Exclusions in terms of clause 10.49.10 are not applicable when determining the value for fee purposes

Category	Appropriate percentage
1	2
Cost norms	7
Locational bills of quantities	Negotiated
Schedule of materials for building works for which the quantity surveyor has not prepared bills of quantities	120 (calculated on the total value of such materials)
Targeted procurement	7
Valuations for assessment of taxation, fire insurance, expropriation, rental return and similar purposes based upon:	A time charge where value is less than R10 000 000
Rate per area method with suitable drawings	1
Rate per area method with measurements on site	1,75
Elemental method with suitable drawings	2
Elemental method with measurements on site	3,5

2.7 Apportionment of fee to stages

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

2.8 Fee for consortium representative and apportionment

- 2.8.1 The fee for the consortium representative is 10 per cent, which is not an additional fee but is that portion of the fee, for services rendered by a consortium of quantity surveyors, which shall be allocated to the consortium representative
- 2.8.2 The apportionment of the fee to stages is as stated in clause 2.7 for the applicable category

3.0 SERVICES AT RISK

Where **services at risk** are rendered and the project proceeds within two years of completion of such **services at risk**, then the quantity surveyor shall either be appointed on such project for **services** in the relevant category of column 1 of clauses 2.3, 2.4 or 2.5 in which the **services at risk** were rendered at a **fee** in accordance with column 2 of clauses 2.3 and 2.4 or columns 2 or 3 of clause 2.5 as the case may be, or if not appointed on such project on such basis, he is entitled, without providing any further **services**, to charge a **fee** of 20 per cent of the aforementioned **fee**

4.0 EXCESSIVE VARIATION

- 4.1 Should a contract incorporating **bills of quantities** be varied to such an extent that the total value of **measured work** omitted in the adjustment of variations exceeds 10 per cent of the value of **measured work** in the **value for fee purposes**, then an additional **fee** of 50 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the amount of such excess
- 4.2 Should a contract incorporating bills of provisional quantities be varied to such an extent that a separately identifiable portion thereof originally included in the documentation is subsequently omitted, then an additional **fee** of 30 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the estimated value of such omitted work
- 4.3 Should the actual construction period less any extension of time allowed for additional work and less any period(s) of more than 28 days during which the site was abandoned, exceed the initial contractual construction period by more than 15 per cent, then an additional **fee** is charged which shall be calculated by multiplying 80 per cent of the **fee** for **Stage 5** for the relevant category in column 1 of clause 2.7 by the said excess and dividing it with the initial contractual construction period

The initial contractual and the actual construction periods 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. The site shall be considered to be abandoned if no or very little work was performed by the contractor during the period of being abandoned and the quantity surveyor was not required to perform any service during that period

5.0 COMMISSIONS TERMINATED

- 5.1 Should a commission be terminated the **fee** for **services** completed is calculated in accordance with this Guideline Tariff of Professional Fees and the **fee** for **services** partially completed shall be determined *pro rata* to the complete **services**
- 5.2 Should a commission be terminated after the commencement of **Stage 4** then, in addition to the **fee** calculated in accordance with clause 5.1, a surcharge of 10 per cent is payable on the difference between the full **fee** calculated in accordance with this Guideline Tariff of Professional Fees for the **services** commissioned and the **fee** calculated in accordance with clause 5.1, provided that where a commission is reinstated or resumed within a period of one year from the date of termination such surcharge is considered to be partial payment of the **fee** calculated in accordance with this Guideline Tariff of Professional Fees

- 5.3 For the purposes of clauses 5.1 and 5.2 a commission shall be deemed to be terminated where the **services** are deferred or suspended for a period of more than 180 calendar days in aggregate

6.0 EXTRAORDINARY CONTRACT PROVISIONS

Should extraordinary contract provisions be required (such as multiple direct payments to subcontractors and/or suppliers or if more than one payment certificate per month is to be issued) which may cause additional work for the quantity surveyor not covered elsewhere in this Guideline Tariff of Professional Fees, then a time charge is applicable for such additional work

7.0 TIME CHARGE

- 7.1 Where the work is of such a nature that other provisions of this Guideline Tariff of Professional Fees do not apply, the **fee** is a time charge at the following rates per hour or part thereof:

- 7.1.1 Registered professional principals¹: at rates to be determined from time to time by the South African Council for the Quantity Surveying Profession in the following categories:

- not exceeding 5 years experience²
- exceeding 5 years and not exceeding 10 years experience²
- exceeding 10 years experience²
- specialist work³

¹ "Principal", for this purpose, is a person who acts as a partner, a sole proprietor, a director or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or a person who takes responsibility for projects and related liabilities of such practice and where such person's level of expertise and relevant experience is commensurate with such position

² "Experience", for this purpose, commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession

³ "Specialist work", other than expert witness, mediator, arbitrator or umpire, for this purpose, is work of a specialist nature performed by a quantity surveyor who has more than 10 years experience as a PrQS as well as specialist knowledge and expertise in the construction industry

- 7.1.2 Salaried personnel: 17 cents for each R100 of **gross annual remuneration** applicable at the time the **services** are rendered

- 7.2 Notwithstanding clause 7.1 the following time charge is to be levied for **services** listed hereunder:

Category	Percentage of time charge*
1	2
Financial viability studies	100
Life cycle costing	100
Tenant requirements	100
Value management	125
Default by either party to a building contract	100
Disputes, litigation or mediation (assisting in the settlement of disputes, attending meetings and attending at court)	100
Expert witness (preparation, attending meetings and attending at court)	110 (minimum of three hours)
Mediator (time spent in establishing procedural matters with the parties, attending the mediation hearing, studying the evidence and framing and publishing the opinion)	125 (minimum of three hours)
Arbitrator or umpire (time spent in establishing procedural matters with the parties, attending the arbitration court, studying the evidence and framing and publishing the award)	125 (minimum of three hours)

*The time charge is nevertheless not to exceed the time charge for specialist work as determined in accordance with clause 7.1.1

- 7.3 Notwithstanding the provisions of clauses 7.1 and 7.2, the time charge for national and provincial government departments is at the following rates per hour, rounded off to the nearest rand:

- 7.3.1 Principals: 18,75 cents for each R100 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service
- 7.3.2 Registered professional personnel: 17,5 cents for each R100 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service
- 7.3.3 Salaried professional and technical personnel: 16,5 cents for each R100 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service
- 7.3.4 Hourly rates calculated in terms of clause 7.3 is be deemed to include overheads and charges in respect of time expended by clerical personnel which is, therefore, not chargeable separately
- 7.3.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of clause 7.3.1 on a project is limited to 5 per cent of the total time expended for time charge fees on the project. Any time expended by principals in excess of the 5 per cent limit is remunerated at the rates determined in clause 7.3.2 or 7.3.3

- 7.3.6 Notwithstanding the above, where **services** are of such a nature that personnel as described in clause 7.3.3 are capable of performing such **services**, it is to be remunerated at that level and not at the rates described in clauses 7.3.1 and 7.3.2, irrespective of who in fact executed the **services**
- 7.3.7 The hourly rates calculated in terms of clause 7.3 is only adjusted on the first day of each calendar year irrespective of any changes in salary range during the relevant year

8.0 DISBURSEMENTS

- 8.1 For **disbursements**, additional payment shall be claimed over and above the **fee** payable under any other provision of this Guideline Tariff of Professional Fees
- 8.2 Where payment is effected on a time charge, travelling time is charged for in full at the rate as determined in clause 7.0
- 8.3 Where payment is effected on a basis other than a time charge and the contract site is situated further than 100 km from the quantity surveyor's place of practice, travelling time is charged at the rate as determined in clause 7.0 provided that two hours of the duration of each return journey shall be excluded from the calculation

9.0 PAYMENT

- 9.1 The quantity surveyor is entitled to render invoices monthly for a **fee** or a part **fee** taking cognisance of the apportionment of **fees** as stated in clause 2.7 and for the reimbursement of **disbursements**. Such invoices are due and payable by the client on receipt thereof
- 9.2 Notwithstanding the provisions of clause 9.1, the following is to apply in respect of national and provincial government departments:
- 9.2.1 The quantity surveyor is only entitled to render invoices for **Stages 1, 2, 3 or 4** (or equivalent stages) upon the successful completion of each stage, as the case may be
- 9.2.2 Interim invoices may only be rendered during **Stage 5**, and then not more frequently than quarterly. The quantity surveyor is entitled to render interim invoices for **Stages 1, 2, 3 or 4**, if such stages are delayed for more than 30 calendar days by circumstances beyond the control of the quantity surveyor
- 9.2.3 For interim payments during **Stage 5**, one third of the **fee** is to be apportioned to the draft final account where applicable
- 9.3 Should the client not have paid any invoice within 30 calendar days of receipt thereof, the client shall be liable for interest for late payment. Such interest shall be calculated and payable at a rate of 2 percentage points above the rate of interest applicable from time to time to prime borrowers at the quantity surveyor's bank from the due date for payment

10.0 DEFINITIONS AND INTERPRETATION

- 10.1 **"ALTERATION WORKS"** means works documented in accordance with the provisions of "Alterations" in the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work and shall include new works of a fragmentary nature to existing structures but shall exclude **redcoration works**
- 10.2 **"APPROPRIATE PERCENTAGE"** means the appropriate percentage set out in clauses 2.3 to 2.6 as the case may be
- 10.3 **"BASIC FEE"** means the sum of the fees set out in columns 2 and 3 of clause 2.2.1
- 10.4 **"BILLS OF QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work
- 10.5 **"BUILDER'S QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Guide to Measuring Builder's Quantities published by the Association of South African Quantity Surveyors or in accordance with any other similar guide to measuring builder's quantities
- 10.6 **"BUILDING AND ENGINEERING WORKS SERVICES"** means the **services** listed in columns 2 to 4 and 7 of clause 2.3 and columns 2, 3 and 5 of clause 2.4, which in broad terms includes the following:

10.6.1 Stage 1

- 10.6.1.1 Assisting in developing a clear project brief
- 10.6.1.2 Attending project initiation meetings
- 10.6.1.3 Advising on the procurement policy for the project
- 10.6.1.4 Advising on other professional consultants and services required
- 10.6.1.5 Defining the quantity surveyor's **scope of work** and **services**
- 10.6.1.6 Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 10.6.1.7 Advising on economic factors affecting the project
- 10.6.1.8 Advising on appropriate financial design criteria
- 10.6.1.9 Providing necessary information within the agreed scope of the project to the other professional consultants

and for which the following deliverables are applicable:

- 10.6.1.10 Agreed **scope of work**
- 10.6.1.11 Agreed **services**
- 10.6.1.12 Signed client/quantity surveyor professional services agreement

10.6.2 Stage 2

- 10.6.2.1 Agreeing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.2.2 Attending design and consultants' meetings
- 10.6.2.3 Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 10.6.2.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.2.5 Preparing preliminary and elemental or equivalent estimates of construction cost
- 10.6.2.6 Assisting the client in preparing a financial viability report
- 10.6.2.7 Auditing space allocation against the initial brief
- 10.6.2.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

- 10.6.2.9 Preliminary estimate(s) of construction cost
- 10.6.2.10 Elemental or equivalent estimate(s) of construction cost
- 10.6.2.11 Space allocation audit for the project

10.6.3 Stage 3

- 10.6.3.1 Reviewing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.3.2 Attending design and consultants' meetings
- 10.6.3.3 Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 10.6.3.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.3.5 Preparing detailed estimates of construction cost
- 10.6.3.6 Assisting the client in reviewing the financial viability report
- 10.6.3.7 Commenting on space and accommodation allowances and preparing an area schedule
- 10.6.3.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

10.6.3.9 Detailed estimate(s) of construction cost

10.6.3.10 Area schedule

10.6.4 **Stage 4**

10.6.4.1 Attending design and consultants' meetings

10.6.4.2 Assisting the **principal consultant** in the formulation of the procurement strategy for contractors, subcontractors and suppliers

10.6.4.3 Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability

10.6.4.4 Preparing documentation for both principal and subcontract procurement

10.6.4.5 Assisting the **principal consultant** with calling of tenders and/or negotiation of prices

10.6.4.6 Assisting with financial evaluation of tenders

10.6.4.7 Assisting with preparation of contract documentation for signature

and for which the following deliverables are applicable:

10.6.4.8 Budget of construction cost

10.6.4.9 Tender documentation

10.6.4.10 Financial evaluation of tenders

10.6.4.11 Priced contract documentation

10.6.5 **Stage 5**

10.6.5.1 Attending the site handover

10.6.5.2 Preparing schedules of predicted cash flow

10.6.5.3 Preparing pro-active estimates for proposed variations for client decision-making

10.6.5.4 Attending regular site, technical and progress meetings

10.6.5.5 Adjudicating and resolving financial claims by the contractor(s)

10.6.5.6 Assisting in the resolution of contractual claims by the contractor(s)

10.6.5.7 Establishing and maintaining a financial control system

10.6.5.8 Preparing valuations for payment certificates to be issued by the **principal agent**

- 10.6.5.9 Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis

and for which the following deliverables are applicable:

- 10.6.5.10 Schedule(s) of predicted cash flow

- 10.6.5.11 Estimates for proposed variations

- 10.6.5.12 Financial control reports

- 10.6.5.13 Valuations for payment certificates

- 10.6.5.14 Progressive and draft final account(s)

10.6.6 **Stage 6**

- 10.6.6.1 Preparing valuations for payment certificates to be issued by the **principal agent**

- 10.6.6.2 Concluding final account(s)

and for which the following deliverables are applicable:

- 10.6.6.3 Valuations for payment certificates

- 10.6.6.4 Final account(s)

- 10.7 **"BUILDING WORKS"** means building work including mechanical and electrical installations in buildings and civil engineering works ancillary to building works, such as earthworks, basements, reticulations (stormwater, sewer and water), roads, paving, reservoirs, towers and the like

- 10.8 **"CIVIL ENGINEERING WORKS: CATEGORY I"** means shafts, tunnels, airport runways and aprons, roads, railways, sports fields, earthworks, earth dams and dredging

- 10.9 **"CIVIL ENGINEERING WORKS: CATEGORY II"** means piling, jetties and quays, bridges and their abutments, culverts, cooling and other towers, reservoirs, caissons, canals, aqueducts, sewers, pipelines, electric mains, storage and treatment tanks, structural steelwork, grain elevators, silos and structures for housing of or bases for heavy industrial and public utility plant, machinery and equipment such as furnace houses and rolling mills for steelworks, boiler houses, reactor and turbine blocks and turbine halls to electricity generating stations and extraction and process plants

- 10.10 **"CIVIL ENGINEERING WORKS ANCILLARY TO BUILDING WORKS"** shall be limited to the following:

- 10.10.1 Main reticulations (stormwater, sewer and water) outside the defined area of the building site

- 10.10.2 Reservoirs

- 10.10.3 Roads

- 10.10.4 Water towers

- 10.11 **"CONSORTIUM REPRESENTATIVE"** means the practice/person so nominated by the client or the consortium. The consortium representative shall carry out such leadership functions as the consortium may agree from time to time including managing and co-ordinating, liaising with the client and relevant other professional consultants, receiving all instructions, rendering accounts, receiving payment and facilitating payment to the consortium
- 10.12 **"COST NORMS"** means cost norms prescribed by the Department of Public Works and it is implied that from initial determination of needs and during the respective stages as defined in clauses 10.41 to 10.46 the quantity surveyor is involved with and reports regarding calculation of space and cost limits from given accommodation lists, monitoring and adjusting the cost against an advanced or elemental cost plan as necessary in order to maintain it within the prescribed limits and on completion of the contract submits reconciliation statements confirming compliance with the prescribed space limits (information provided by others) and cost limits
- 10.13 **"COST-PLUS"** means **building works** or engineering works executed on the basis that the contractor is paid a management fee to cover overheads and profit and that his costs in respect of labour, material and plant are reimbursed by the client. The quantity surveyor shall examine the contractor's claims for labour, material and plant in sufficient detail to obtain reasonable assurance that the claims are valid in terms of the contract and that they are free of material misstatement
- 10.14 **"DISBURSEMENTS"** means the reimbursement for the following expenses properly incurred by the quantity surveyor for the project:
- 10.14.1 Printing, plotting, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents
 - 10.14.2 Accommodation, subsistence and travelling allowances, including kilometre allowances at current recognised rates for the use of vehicles
 - 10.14.3 International telephone calls and facsimiles, special postage and courier deliveries
 - 10.14.4 Other expenses subject to agreement with the client
- 10.15 **"ELECTRICAL ENGINEERING WORKS"** means electrical installations and instrumentation other than **electrical installations ancillary to building works**
- 10.16 **"ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS"** shall be as defined in clause 10.24
- 10.17 **"ENGINEERING BILLS OF QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates documented in respect of:
- 10.17.1 Civil engineering works, in accordance with an appropriate method of measurement for civil engineering works
 - 10.17.2 Electrical, mechanical or **process engineering works**, in accordance with an appropriate method of measurement for such works
- 10.18 **"FEE"** means the remuneration in respect of **services** rendered by a quantity surveyor in private practice, calculated in accordance with this Guideline Tariff of Professional Fees. The fee excludes **VAT**

- 10.19 **"FINANCIAL VIABILITY STUDIES"** means financial viability studies and other pre-design studies involving an economic investigation and appraisal of a project
- 10.20 **"GROSS ANNUAL REMUNERATION"** means:
- 10.20.1 Basic salary and guaranteed annual bonus
 - 10.20.2 Fringe benefits not included in basic salary
 - 10.20.3 Income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle provided by the employer
 - 10.20.4 Employer's contribution to pension/provident fund
 - 10.20.5 Employer's contribution to medical aid
 - 10.20.6 Employer's contribution to group life assurance premiums
 - 10.20.7 Compensation Fund and Unemployment Insurance Fund contributions and any other statutory contributions or levies
 - 10.20.8 All other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime
- 10.21 **"LOCATIONAL BILLS OF QUANTITIES"** means **bills of quantities** required by the client to be separated into blocks, elements, functions or other locations
- 10.22 **"MEASURED WORK"** means work measured for incorporation in **bills of quantities** or a final account and shall exclude:
- 10.22.1 Work originally measured as provisional, including budgetary allowances and provisional amounts
 - 10.22.2 Adjustments involving the substitution of materials without additional measurement
 - 10.22.3 Any applicable contract price adjustment
 - 10.22.4 Preliminaries or any adjustment thereof
 - 10.22.5 Contingencies
- 10.23 **"MECHANICAL ENGINEERING WORKS"** means mechanical installations other than **mechanical installations ancillary to building works**
- 10.24 **"MECHANICAL AND ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS"** shall be limited to the following:
- 10.24.1 Air-conditioning and mechanical ventilation
 - 10.24.2 Boiler equipment
 - 10.24.3 Conveyor systems
 - 10.24.4 Electrical and electronic installations

10.24.5 Gas and compressed air systems

10.24.6 Incinerators and compactor units

10.24.7 Laundry equipment

10.24.8 Lifts, hoists and escalators

10.24.9 Pumping equipment

10.24.10 Refrigeration installations

10.24.11 Specialist fire detection and fire prevention installations including sprinkler installations

10.24.12 Steam installations

10.24.13 X-ray and sterilisation equipment

10.25 **"MULTIPLE PROCUREMENT CONTRACTS"** means **building works** where separate documentation and related services are required for work executed under at least 10 subcontracts where a principal contractor is appointed, or executed under at least 10 direct contracts where no principal contractor is appointed, and where the final value of such subcontracts or direct contracts, as the case may be, including any amount of adjustment under any applicable contract price adjustment provision exceeds 40 per cent of the **value for fee purposes**. Note that the *pro rata* value of the principal contractor's preliminaries is not to be added to the value of the subcontracts when calculating the aforementioned 40 per cent

10.26 **"PAYMENT VALUATIONS"** means surveying a contract in progress, taking particulars and preparing valuations for the issue of interim payment certificates on a contract for which the quantity surveyor has not prepared procurement documentation

10.27 **"PRINCIPAL AGENCY"** means the services of the **principal agent** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.27.1 **Stage 1**

10.27.1.1 No services

10.27.2 **Stage 2**

10.27.2.1 No services

10.27.3 **Stage 3**

10.27.3.1 Preparing, co-ordinating, agreeing and monitoring a detailed design and documentation programme

and for which the following deliverables are applicable:

10.27.3.2 Documentation programme

10.27.4 Stage 4

- 10.27.4.1 Recommending and agreeing procurement strategy for contractors, subcontractors and suppliers with the client and the other professional consultants
- 10.27.4.2 Preparing and agreeing the procurement programme
- 10.27.4.3 Advising the client, in conjunction with the other professional consultants on the appropriate insurances
- 10.27.4.4 Managing procurement process and recommending contractors for approval by the client
- 10.27.4.5 Agreeing the format and procedures for monitoring and control by the quantity surveyor of the cost of the works
- 10.27.4.6 Co-ordinating the assembly of the contract documentation for signature

and for which the following deliverables are applicable:

- 10.27.4.7 Procurement programme
- 10.27.4.8 Tender/contract conditions
- 10.27.4.9 Record of all meetings
- 10.27.4.10 Obtaining approval by the client of tender recommendation(s)
- 10.27.4.11 Contract documentation for signature

10.27.5 Stage 5

- 10.27.5.1 Arranging site handover to the contractor
- 10.27.5.2 Establishing the construction documentation issue process
- 10.27.5.3 Agreeing and monitoring issue and distribution of construction documentation
- 10.27.5.4 Instructing the contractor on behalf of the client to appoint subcontractors
- 10.27.5.5 Conducting and recording regular site meetings
- 10.27.5.6 Reviewing, approving and monitoring the preparation of the construction programme by the contractor
- 10.27.5.7 Regularly monitoring performance of the contractor against the construction programme
- 10.27.5.8 Adjudicating entitlements that arise from changes required to the construction programme
- 10.27.5.9 Receiving, co-ordinating and monitoring approval of all contract documentation provided by the contractor(s)

- 10.27.5.10 Agreeing quality assurance procedures and monitoring implementation thereof by the other professional consultants and the contractor(s)
 - 10.27.5.11 Monitoring preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
 - 10.27.5.12 Monitoring preparation of the environmental management plan by the environmental consultant
 - 10.27.5.13 Establishing procedures for monitoring scope and cost variations
 - 10.27.5.14 Monitoring, reviewing, approving and issuing payment certificates
 - 10.27.5.15 Receiving, reviewing and adjudicating any contractual claims
 - 10.27.5.16 Monitoring preparation of financial control reports by the other professional consultants
 - 10.27.5.17 Preparing and submitting progress reports
 - 10.27.5.18 Monitoring preparation of final account(s)
 - 10.27.5.19 Co-ordinating, monitoring and issuing practical completion lists and the certificate of practical completion
 - 10.27.5.20 Facilitating and expediting receipt of occupation certificates
- and for which the following deliverables are applicable:
- 10.27.5.21 Signed contracts
 - 10.27.5.22 Approved construction programme
 - 10.27.5.23 Construction documentation
 - 10.27.5.24 Payment certificates
 - 10.27.5.25 Progress reports
 - 10.27.5.26 Record of all meetings
 - 10.27.5.27 Certificate(s) of practical completion

10.27.6 Stage 6

- 10.27.6.1 Co-ordinating and monitoring rectification of defects
- 10.27.6.2 Managing procurement of operations and maintenance manuals, guarantees and warranties
- 10.27.6.3 Managing preparation of as-built drawings and documentation
- 10.27.6.4 Managing procurement of outstanding statutory certificates
- 10.27.6.5 Monitoring, reviewing, approving and issuing payment certificates

- 10.27.6.6 Issuing completion certificates
 - 10.27.6.7 Managing agreement of final account(s)
 - 10.27.6.8 Preparing and presenting the project close-out report
- and for which the following deliverables are applicable:
- 10.27.6.9 Completion certificates
 - 10.27.6.10 Record of necessary meetings
 - 10.27.6.11 Project close-out report

10.28 **"PRINCIPAL AGENT"** means the entity appointed by the client to manage and administer the agreement entered into between the employer and a contractor for the execution of the project or part thereof

10.29 **"PRINCIPAL CONSULTANCY"** means the services of the **principal consultant** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.29.1 **Stage 1**

- 10.29.1.1 Facilitating development of a clear project brief
 - 10.29.1.2 Establishing the procurement policy for the project
 - 10.29.1.3 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
 - 10.29.1.4 Establishing in conjunction with the client, other professional consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project
 - 10.29.1.5 Defining the **principal consultant's** and other professional consultants' scope of work and services
 - 10.29.1.6 Concluding the terms of the client/**principal consultant** and other professional consultants' professional services agreements with the client
 - 10.29.1.7 Facilitating a schedule of the required consents and approvals
 - 10.29.1.8 Preparing, co-ordinating and monitoring a project initiation programme
 - 10.29.1.9 Facilitating client approval of all **Stage 1** documentation
- and for which the following deliverables are applicable:
- 10.29.1.10 Project brief
 - 10.29.1.11 Agreed **scope of work**
 - 10.29.1.12 Agreed **services**

10.29.1.13 Project procurement policy

10.29.1.14 Signed client/consultant professional services agreements

10.29.1.15 Integrated schedule of consents and approvals

10.29.1.16 Project initiation programme

10.29.1.17 Record of all meetings

10.29.2 Stage 2

10.29.2.1 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities

10.29.2.2 Advising the client on the requirement to appoint a health and safety consultant

10.29.2.3 Communicating the project brief to the other professional consultants and monitoring the development of the concept and viability

10.29.2.4 Agreeing format and procedures for cost control and reporting by the other professional consultants

10.29.2.5 Preparing a documentation programme and indicative construction programme

10.29.2.6 Co-ordinating concept and viability documentation for presentation to the client for approval

10.29.2.7 Facilitating approval of the concept and viability by the client

10.29.2.8 Facilitating approval of the concept and viability by statutory authorities

and for which the following deliverables are applicable:

10.29.2.9 Signed client/consultant professional services agreements

10.29.2.10 Indicative documentation programme and construction programme

10.29.2.11 Record of all meetings

10.29.2.12 Approval by the client to proceed to **Stage 3**

10.29.3 Stage 3

10.29.3.1 Agreeing and implementing communication processes and procedures for the design development of the project

10.29.3.2 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities

10.29.3.3 Conducting and recording consultants' and management meetings

10.29.3.4 Facilitating input required by health and safety consultant

10.29.3.5 Facilitating design reviews for compliance and cost control

10.29.3.6 Facilitating timeous technical co-ordination

10.29.3.7 Facilitating client approval of all **Stage 3** documentation

and for which the following deliverables are applicable:

10.29.3.8 Additional signed client/consultant professional services agreements

10.29.3.9 Record of all meetings

10.29.3.10 Approval by the client to proceed to **Stage 4**

10.29.4 **Stage 4**

10.29.4.1 Co-ordinating and monitoring preparation of procurement documentation by consultants in accordance with the project procurement programme

10.29.5 **Stage 5**

10.29.5.1 No services

10.29.6 **Stage 6**

10.29.6.1 No services

10.30 **"PRINCIPAL CONSULTANT"** means the entity appointed by the client to manage and administer the services of all the professional consultants

10.31 **"PROCESS ENGINEERING WORKS"** means process piping, flow control systems and equipment associated with process plants

10.32 **"PROJECT MONITOR"** means the entity appointed by the client to carry out a watching brief and to financially monitor the project on behalf of the client

10.33 **"PROJECT MONITORING"** means the services of the **project monitor** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.33.1 **Stage 1**

10.33.1.1 Receiving commission/instruction from the client to establish his requirements and advising on various courses of action and procedures to suit the particular requirements of the project

10.33.1.2 Attending technical and progress meetings as may be deemed necessary

10.33.1.3 Commenting on fee proposals submitted by the professional consultants

10.33.1.4 Commenting on the **Stage 1** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.1.5 Report to client on matters of concern and action taken

10.33.2 Stage 2

10.33.2.1 Attending technical and progress meetings as may be deemed necessary

10.33.2.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.2.3 Commenting on fee proposals submitted by the professional consultants

10.33.2.4 Commenting on the **Stage 2** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.2.5 Report to client on matters of concern and action taken

10.33.3 Stage 3

10.33.3.1 Attending technical and progress meetings as may be deemed necessary

10.33.3.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.3.3 Commenting on fee proposals submitted by any further professional consultants

10.33.3.4 Commenting on the **Stage 3** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.3.5 Report to client on matters of concern and action taken

10.33.4 Stage 4

10.33.4.1 Attending technical and progress meetings as may be deemed necessary

10.33.4.2 Commenting on procurement procedures and documentation prior to calling for tenders or negotiating

10.33.4.3 Commenting on tender reports and recommendations

10.33.4.4 Commenting on contract documentation, including priced **bills of quantities** where applicable, prior to signing of the contract

10.33.4.5 Commenting on the **Stage 4** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.4.6 Report to client on matters of concern and action taken

10.33.5 **Stage 5**

10.33.5.1 Attending site, technical and progress meetings as may be deemed necessary

10.33.5.2 Commenting on tender reports and recommendations for subcontracts

10.33.5.3 Commenting on financial control reports and cash flow schedules

10.33.5.4 Advising the client on payment certificates prior to issuing

10.33.5.5 Attending management/financial meetings

10.33.5.6 Commenting on the financial and contractual aspects of claims between the client and the contractor, excluding services related to mediation, arbitration and litigation

10.33.5.7 Commenting on the **Stage 5** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.5.8 Report to client on matters of concern and action taken

10.33.6 **Stage 6**

10.33.6.1 Advising the client on the acceptability of the final account

10.33.6.2 Advising the client on the final payment certificate prior to issuing

10.33.6.3 Commenting on the **Stage 6** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.6.4 Report to client on matters of concern and action taken

10.34 **"QUALITY INSPECTION"** means the inspection of the works at intervals as may be considered appropriate, to assess and report on whether the works are being completed generally in accordance with the drawings and specifications. Quality inspection specifically excludes mechanical and electrical installations, structural works and other specialist installations or works which are to be executed by specialist consultants

Quality inspection does not ensure the performance of the contractor nor does it create a contractual relationship with the contractor

10.35 **"REDECORATION WORKS"** means work associated with the redecoration of existing buildings such as cleaning, painting and paperhanging and shall include associated preparation work but shall exclude **alteration works**

- 10.36 **"REPLICATION"** means the replication of an individual distinct building or structure within a contract or of a previous contract and shall be applicable only when the total quantities in all trades or the total cost of the prototype can be readily multiplied in the procurement documentation by the number of individual distinct buildings or structures, the intention being that minor differences and work measured provisionally shall, where necessary, be adjusted in the final account

Individual distinct buildings or structures, even though they may not be free standing but may occur on a common podium or separate substructure, shall be regarded as replication

- 10.37 **"SCOPE OF WORK"** means the portion of the works for which the quantity surveyor is required to provide **services** and which, unless specifically otherwise agreed, shall exclude the work listed in clause 7.2 and the work indicated as exclusions in the **value for fee purposes**
- 10.38 **"SERVICES"** means the duties and responsibilities of the quantity surveyor in providing professional quantity surveying services
- 10.39 **"SERVICES AT RISK"** means **services** rendered on the basis that, subject to clause 3.0, no **fee** will be charged for such **services** unless the project proceeds
- 10.40 **"SIMPLIFIED BILLS OF QUANTITIES"** means **bills of quantities**, provisional bills of quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work for Small or Simple Buildings published by the Association of South African Quantity Surveyors or in accordance with any other similar simplified standard system of measuring building work
- 10.41 **"STAGE 1"** means the inception stage, which is to establish the 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
- 10.42 **"STAGE 2"** means the concept and viability stage, which is to prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and preliminary programme and viability of the project
- 10.43 **"STAGE 3"** means the design development stage, which is to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project
- 10.44 **"STAGE 4"** means the documentation and procurement stage, which is to prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project
- 10.45 **"STAGE 5"** means the construction stage, which is to manage, administer and monitor the construction contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works
- 10.46 **"STAGE 6"** means the close-out stage, which is to fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project

10.47 **"TARGETED PROCUREMENT"** means incorporating the participation of targeted enterprises into a contract, the setting of participation targets for the contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with the tendered participation target during the execution of the contract, all in accordance with the provisions of the client's targeted procurement documentation

10.48 **"TENANT REQUIREMENTS"** means the evaluation of tenant requirements involving separate accounting for each tenant

10.49 **"VALUE FOR FEE PURPOSES"** means the final value of the contract, or a fair estimate where no final value is available, which shall include clauses 10.49.1 to 10.49.5:

10.49.1 Subject to clause 10.49.9, all labour and materials, whether supplied free of charge or not, provided that where materials are "free issue" and the value of such materials is not known or disclosed, such value shall be estimated at market rates current at the date of tender

10.49.2 Any credit for materials from the existing structures which are to become the property of the contractor, which credit shall be treated as an addition and not as a credit

10.49.3 All specialist services and installations which form an integral part of the contract, including services covered by provisional amounts for subcontracts and/or prime cost amounts

10.49.4 Any amount of adjustment under any applicable contract price adjustment provisions when certified for payment to the contractor

10.49.5 Subject to clause 10.49.6, taxes and duties

and which final value of the contract shall exclude clauses 10.49.6 to 10.49.10:

10.49.6 **VAT**

10.49.7 Any amount set aside for contingencies

10.49.8 Work generally outside the scope of the work carried out by the contractor and excluded from the contract, in respect of which the quantity surveyor is not required to perform a service

10.49.9 All supply costs on engineering contracts for major items of permanent plant, equipment and machinery

10.49.10 For **building work** the final value of any **mechanical and electrical installations ancillary to building works** and of any **civil engineering works ancillary to building works** in respect of which the quantity surveyor is required only to incorporate into the relevant documentation such information furnished by others, which final value shall include any amounts arising from contract price adjustment provisions and shall exclude any amounts for profit and attendance to the principal contractor and any apportionment of the value of preliminaries

10.50 **"VALUE MANAGEMENT"** means the facilitation of a systematic multi-disciplinary creative process to generate alternatives with the object of maximising the functional and economic value of a project and, in the case of a commercial development, to enhance the return on the investment

10.51 **"VAT"** means Value-Added Tax in terms of the Value-Added Tax Act, 1991 (Act 89 of 1991)

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 172 OF 2021**South African Council for the Architectural Profession****Guideline Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000**

The guideline professional fees indicated in table 1, 2, 3 and 4 below must be read in the context of the Framework Guideline Professional Fees. The guidelines professionals' fees repeal the Board Notice 21 of 2020. Guidelines professional fees describe the two methods of fee calculation: project cost based and time based. Both methods use the definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

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

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

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

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

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

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

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METHOD 1: Project Cost Based Fee

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

Table 1: Low Complexity

LOW COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B		D	E
1.	1	200 000,00	10 029,59	15,50%	1
2.	200 001,00	650 000,00	41 025,59	14,90%	200 001,00
3.	650 001,00	2 000 000,00	108 056,05	10,99%	650 001,00
4.	2 000 001,00	4 000 000,00	256 382,91	9,58%	2 000 001,00
5.	4 000 001,00	6 500 000,00	447 950,50	9,33%	4 000 001,00
6.	6 500 001,00	13 000 000,00	681 132,70	8,10%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 207 353,02	7,83%	13 000 001,00
8.	40 000 001,00	130 000 000,00	3 320 916,51	7,82%	40 000 001,00
9.	130 000 001,00	260 000 000,00	10 361 722,54	7,32%	130 000 001,00
10.	260 000 001,00	520 000 000,00	19 875 281,49	7,15%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	38 468 286,75	6,97%	520 000 001,00
12.	1 040 000 001,00		74 708 890,23	6,44%	1 040 000 001,00

Table 2: Medium Complexity

MEDIUM COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B		D	E
1.	1	200 000,00	12 000,00	18,54%	1
2.	200 001,00	650 000,00	49 085,46	17,82%	200 001,00
3.	650 001,00	2 000 000,00	129 284,70	13,15%	650 001,00
4.	2 000 001,00	4 000 000,00	306 751,80	11,46%	2 000 001,00
5.	4 000 001,00	6 500 000,00	535 954,69	11,16%	4 000 001,00
6.	6 500 001,00	13 000 000,00	814 947,78	9,69%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 444 549,16	9,37%	13 000 001,00
8.	40 000 001,00	130 000 000,00	3 973 342,57	9,36%	40 000 001,00
9.	130 000 001,00	260 000 000,00	12 397 382,81	8,76%	130 000 001,00
10.	260 000 001,00	520 000 000,00	23 779 972,13	8,56%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	46 025 752,50	8,34%	520 000 001,00
12.	1 040 000 001,00		89 386 171,88	7,71%	1 040 000 001,00

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Table 3: High Complexity

HIGH COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B	C	D	E
1.	1	200 000,00	13 970,41	21,59%	1
2.	200 001,00	650 000,00	57 145,33	20,75%	200 001,00
3.	650 001,00	2 000 000,00	150 513,36	15,30%	650 001,00
4.	2 000 001,00	4 000 000,00	357 120,69	13,34%	2 000 001,00
5.	4 000 001,00	6 500 000,00	623 958,89	12,99%	4 000 001,00
6.	6 500 001,00	13 000 000,00	948 762,87	11,28%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 681 745,30	10,90%	13 000 001,00
8.	40 000 001,00	130 000 000,00	4 625 768,63	10,90%	40 000 001,00
9.	130 000 001,00	260 000 000,00	14 433 043,09	10,19%	130 000 001,00
10.	260 000 001,00	520 000 000,00	27 684 662,76	9,96%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	53 583 218,25	9,71%	520 000 001,00
12.	1 040 000 001,00		104 063 453,52	8,98%	1 040 000 001,00

Method of Fee Calculation

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

Example: Fee Calculations – From tables above.

Complexity	Low Complexity	Medium Complexity	High Complexity
Value of Works	R3 000 000	R3 000 000	R3 000 000
Primary Fee	R256 382,91	R306 751,80	R357 120,69
Secondary Fee	(R3 000 000 - R 2000 001) x 9,58%	(R 3 000 000 - R 2 000 001) x 11,46%	(R 3 000 000 - R 2 000 001) x 13,34%
	R999 999 x 9,58%	R 999 999 x 11,46%	R 999 999 x 13,34%
	R95 783,70	R114 601,33	R133 418,96
Professional Fee	Primary Fee + Secondary Fee	Primary Fee + Secondary Fee	Primary Fee + Secondary Fee
	R256 382,91+ R95 783,70	R306 751,80+ R 114 607,33	R 357 120,69 + R133 418,96
	R352 166,61	R421 353,13	R490 539,66

METHOD 2: Time Based Fee

Description – Estimate the number of hours needed to carry out the agreed scope of work using the table below and the preferred method.

Table 4: Hourly Rates Table

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Principal / Staff Category	Experience/ Work Context	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)
		Method 1 - Gross Annual Remuneration	Method 2 - Guideline Rate Calculated by SACAP	Method 3 - DPSA Hourly Fee Rates for Consultants
1. Principal; Partners & Equity Holders	Specialist	22.5% per R100.00 or part thereof of total annual cost of employment	R2520	Commensurate with Level 14, 15 and 16 salary bands
	>10 years' experience	20% per R 100.00 or part thereof of total annual cost of employment	R2025	Commensurate with Level 14 and 15 salary bands
	<10 years' experience	18.5% per R100.00 or part thereof of total annual cost of employment	R 1515	Commensurate with Level 12, 13, 14 salary bands.
2a. Salaried Staff	Associates and managers	17.5% per R100.00 or part thereof of total annual cost of employment	R 1080	Commensurate with Level 11, 12, 13 salary bands
2b. Salaried Staff	Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project	16.5% per R100.00 or part thereof of total annual cost of employment	R 730	Commensurate with Level 9, 10, 11, 12 salary bands
2c. Salaried Staff	Registered architectural professionals performing work of an architectural nature under direction and control.	15% per R 100.00 or part thereof of total annual cost of employment	R 435	Commensurate with Level 7, 8, 9, 10 salary bands
2d. Salaried Staff	Staff performing work under direction and control to support architectural work outputs	12.5% per R100.00 or part thereof of total annual cost of employment	R 310	Commensurate with Level 6, 7, 8 salary bands

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Guidelines of reimbursement of expenses

Disbursement Expense Item	Guiding Principle for disbursements expenses
Specialised Professional and other services	
Payments made on behalf of client for fees and other charges for specialized professional and other services.	At cost plus, a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
Travel	
Travel time	For a time-based fee, rates issued by the Department of Public Works, or similar.
	For a project cost-based fee, 100% of hourly rate for travel greater than 30 minutes and 50km per trip (being 1 hours and 100km per return trip) or as negotiated between the client and the architectural professional.
Travel mileage	Rates for reimbursable expenses issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the National Department of Transport, or employee guidelines issued by the South African Revenue Services, or the vehicle rates calculator of the Automobile Association (AA), or similar.
Parking	At cost
Toll fees	
Car hire	
Airfare	
Train	
Bus	
Taxi	
Substance	
Accommodation	At cost, as per the standard prescribed by the client, at least a 3 stars hotel/lodge
Subsistence allowance	Rates for Reimbursable Expenses' issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the
Special daily allowance	

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	National Department of Transport, or employee guidelines issued by the South African Revenue Services, or similar.
Postage	
Postage	At cost
Special postage	At cost plus a minimum of 10% attendance where project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
Courier	
Documentation	
Typing of original/master per A4	Rates for Reimbursable Expenses' issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the National Department of Transport, or similar.
Duplicating on white paper (A3 & A4 sizes)	
Duplicating on colored paper (A3 & A4 sizes)	
Duplicating in colour (A3 & A4 sizes)	
Document binding	
Duplicating of drawings (A3 to A0 sizes)	
Plotting on 80g plain paper (A3 to A0 sizes)	
Plotting on 80g plain paper in colour (A3 to A0 sizes)	
Plotting on quality paper (A3 to A0)	
Plotting on quality paper in colour (A3 to A0)	
Purchase of document required for the project	
Removal, portable data storage medium with project-related information	
Special Quotes	
Maps	At cost, plus a minimum of 10% for attendance where a project cost base fee applies and/or where there is no time-based reimbursement for attendance.
Models	
Presentation materials	
Photography	
Artwork	
Other	
Any other disbursement requested by and/or agreed to by the client.	At cost, plus a minimum of 10% for attendance where a project cost base fee applies and/or where there is no time-based reimbursement for attendance.

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Framework for guidelines professional fees in respect of architectural services rendered by the registered architectural professionals published in terms section 34 (2) of the Architectural Profession Act 44 of 2000.

1. Introduction

- a) In terms of section 34 (2) of the Architectural Profession Act 44 of 2000, the South African Council for the Architectural Profession, hereafter referred to as SACAP, must annually, after consultation with the Voluntary Associations, determine guideline professional fees and publish those fees in the Gazette.
- b) The Guideline professional fees shall be in line with the principles referred to in section 4(k)(v) of the Council for the Built Environment Act 43 of 2000 which stipulate that "the principles upon which Council must base guideline professional fees should be in accordance with any legislation relating to the promotion of competition".
- c) The guideline professional fees are published annually in the Government Gazette as a guideline only and does not amount to direct or indirect price fixing. The guideline professional fees are deemed as a guide to provide a fair and reasonable remuneration to the architectural professional in order to provide for an appropriate level and quality of service in terms of the Standard of Service.

2. Purpose

- a) The Council of the Built Environment (CBE) **Policy Framework on determination and review of guideline professional fees for built environment professions** stipulates that the guideline professional fees are determined and published as a guide only and not as prescribed fees which registered professionals are entitled to charge.
- b) Guideline professional fees are, for the purpose of guidance required to promote market efficiency and redress consumers and the public information deficit, relative to the professional's knowledge and expertise. The guideline professional fees are not prescribed or set as maximum or minimum mandatory fees to be charged for professional services rendered, but serve as guideline.

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3. Principles

- a) The guideline professional fees are based on cost of works as per fee survey undertaken by SACAP and Voluntary Associations in May 2021. As per the **CBE Policy Framework on determination and review of guideline professional fees for built environment professions**, the guideline professional fees take into consideration reasonable rate of return on investment, intellectual capital, effort and, most importantly, risk.
- b) The guideline professional fees tables have been split into 3 complexities to align with the Identification of Work.
- c) The guideline professionals fee tables represent the fees for a full service by a hypothetical average sized architectural practice, practising in a responsible and sustainable manner. This means that the tables are not meant to fit any one specific project perfectly and, in almost all cases, should be adjusted up or down in relation to specific project conditions.
- d) Unless otherwise agreed, in writing, by the architectural professional, the information produced in relation to a single project is authorised for use only on that project and may not be used for another project, in whole or in part.
- e) The guideline professional fees are expressly not suitable for use in a basket of professional fees calculation, where all professional fees are reduced to fit a required overall fee basket. Reduction of fees in this manner, without due regard to a concurrent agreed reduction of service, is strongly discouraged because the quality of service will be impacted negatively to the detriment of a client.

4. General provisions

The guideline professional fees published under Gazette No. 43591 board notice 91 of 2020 is hereby repealed. The provisions of previous board notice shall only apply in respect of existing projects. The new board notice shall apply to all new projects.

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South African Council for the Architectural Profession**5. Definitions and interpretations**

In this document, unless the context otherwise indicates, an expression or word hereunder shall mean:

SACAP means the South African Council for the Architectural Profession;

Act means the Architectural Profession Act 44 of 2000;

Agreement means a written agreement between a client and the registered professional;

Alteration in terms of Clause 23 means a change in a building or facility that affects or could affect the usability of a building or facility or portion thereof;

Addition in terms of Clause 24 means projects that increase, expand, or extend a facility's gross floor area or height of a facility are considered additions.

Registered Person means a person registered in one of the categories of professionals and candidates referred to in section 18 of the Act;

Architectural professional means a person registered in one of the categories of professionals referred to in section 19(2)(a) and (b);

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

Board notice means the notice containing the guidelines professional fees which, in terms of section 34(2) of the act, is published annually by SACAP in the Government Gazette;

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

Building contract means the Joint Building Contracts Committee (JBCC) Principal Building Agreement or any other building contract entered into between the client and the contractor;

Client means the party appointing the architectural professional or practice to perform the services or any part thereof referred to in this document

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

Construction documentation means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information,

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schedules and such other details and descriptions as are within the reasonable competence of an architectural professional which are sufficient to indicate the scope of the works;

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

Contractor means the entity or entities contracting with the client for the execution of the works or part thereof;

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

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

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

Principal consultant means the person appointed and authorised by the client to lead the consultants in all matters including design and technical co-ordination;

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

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

Principal means the proprietor, partner, director or member who bears the risks of practice and takes full responsibility for the potential liabilities of practice;

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

South African Council for the Architectural Profession**6. Interpretation**

The hourly rates shall be deemed to include establishment charges and charges for time expended by clerical staff;

The words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicate an act required to be carried out in writing;

All monetary amounts exclude VAT which shall be added to any amounts which become due and payable, provided the service provider is registered for VAT.

Notice in terms of service agreements shall be deemed to have been duly received when delivered by hand on the day of the delivery; sent by registered post 7 (seven) days after posting; and sent by e-mail on delivery/read receipt confirmation or 3 (three) days after transmission.

7. The Architectural professional service

7.1 A client appoints an **architectural professional** to provide a service for a project as contemplated by the Architectural Profession Act, the National Building Regulations and Building Standards Act 103 of 1977 as amended and the South African National Standards SANS 10 400 and other applicable statutory legislation.

7.2 The architectural professional accepts the appointment to exercise reasonable professional skill, care and diligence in the performance of obligations, for a fee as defined in a written agreement.

7.3 Registered persons may be appointed for a standard service as **architectural professionals, principal consultants and principal agents**. Furthermore, services additional to the standard service may be included, and these non-exhaustive additional services may be included as the parties may deem appropriate.

8. Fees description

The calculation of fees based on a percentage of project cost is the standard basis for determining professional fees and represents the accepted basis by the Built Environment Professions for remuneration of professional services. Such fees are referred to as project cost-based fees. An alternative to project cost-based fee can be negotiated; for example, time-based fees or cost per building area fees.

South African Council for the Architectural Profession**9. Project cost-based fee**

9.1 A project cost-based fee is appropriate when there is a well-defined scope of service for the architectural professional. Such fee is based on a budget for the works for fee calculation purposes, and shall be adjusted on the final cost of the works.

9.2 The project cost-based fee results in a sliding scale, which arises from the series of percentages related to the value of the works and its complexity – low, medium or high – as defined in guideline profession fees board notice. The primary fee is stated as an appropriate value to smooth the sliding scale.

9.3 The adjustment provided for in the guidelines professional fee is based on the reduced aggregate of the value of the works and/or project from which the budget for the works for fee purposes is derived. This arises from the provision that fees for architectural services are calculated on the total value of the works and represent an average over all elements of the works and/or project.

9.4 Where a fee is calculated as a project cost-based fee, the fee consists of a primary fee (Column C) plus a secondary fee. The secondary fee is calculated as a percentage (Column D) of the value of the works per cost bracket indicated in Column E. *Refer to guideline professional fees Board Notice.*

9.5 The formula and examples thereof are in the guidelines professional fee.

9.6 Where an architectural professional has undertaken work, to change the agreed design and the fee is not covered by an increase in fees relative to the construction cost, a time-based fee may be agreed for this change.

10. Time-based fee

10.1 Where the scope of service is not clearly defined, or the service relates to small scale projects, or the service is of an unusual or specialised nature, a time-based fee is recommended to be used as the basis of remuneration. Where fees for architectural professional services are time based, such fees may be based on an hourly rate as set out in the guidelines professional fee board notice.

10.2 Where an architectural professional has undertaken work to change the agreed design and the fee is not covered by the agreed time-based fee, additional fees may be agreed upon.

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- 10.3 Where the Architectural Professional is required to redo or alter work already completed in order to give effect to a cost saving, there shall be an additional fee for this work calculated on a time charge basis. This additional fee shall be agreed prior to the carrying out of the work.

11. The Standard Service is generally divided into 6 work stages.

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

Stage 1: Inception

- a) Receive, appraise and report on the client's requirements with regard to the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting; and
- g) whether other statutory authority applications are required or desirable.

Stage 2: Concept and viability (concept design)

- a) Prepare an initial design concept and advise on:
 - i the intended space provisions and planning relationships;
 - ii proposed materials and intended building services; and
 - iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project.
- e) Review the project programme.

Stage 3: Design Development

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;

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- e) Discuss and agree on the building plan application and approval requirements with the local authority;

Stage 4: Documentation and procurement**Stage 4.1**

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

Stage 4.2

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;
- d) Evaluate offers, and recommend a successful tenderer for appointment;
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

Stage 5: Construction

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

South African Council for the Architectural Profession**Stage 6: Close-out**

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) 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.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

12. Partial services and additional services

- a) The Architectural Profession Act provides for the appointment of various architectural professionals for fulfilling each or any stage of a standard service or parts thereof.
- b) Partial and additional services may be agreed on, and the options most regularly utilised are the following:
 - i. Appointment as architectural professional and principal consultant (not as principal agent);
 - ii. Appointment as a design architectural professional (design only);
 - iii. Appointment as architectural professional of record (design by others, can be principal agent);
 - iv. Appointment as principal agent only; and
 - v. Appointment to perform additional services.
 - vi. Any combination of the above appointment may also be agreed

13. Additional services

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

13.1 Special design services

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

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- i. Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- ii. Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- iii. Sectional titles plans, submissions, alteration and registration;
- iv. Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- v. Landscape design — participation in landscape planning and construction;
- vi. Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- vii. Specialized equipment lay-out and consequential coordination requirements;
- viii. Liaison with special designers and specialist consultants;
- ix. Purpose-made items: the design and documentation of purpose made items;
- x. Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- xi. Plant operation and production layouts, participation in the definition of plant operation layouts;
- xii. Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

13.2 Special management services

- a) Elaboration of architectural professionals' services including inter alia:
 - i. the preparation of broad project parameters;
 - ii. project scope statements;
 - iii. project milestones;
 - iv. budget and cash-flow forecasts;
 - v. tender enquiry documentation;
 - vi. contractor and supplier selection;
 - vii. adjudication and tender awards;
 - viii. progress status monitoring;
 - ix. variations management;

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- x. quality management over and above the industry norms;
 - xi. communication management;
 - xii. payment processing and
 - xiii. final account close-outs.
- b) *Cost and valuation services*: participation in the administration of costs and payments where a quantity surveyor has not been appointed.
- c) *Special inspections*: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.
- d) *Special Project Management Functions*: more extensive project management of the works than the norm for complex projects, including the preparation of the BIM protocol document and the management thereof.

13.3 Special studies

- a) *Preparation of the client's brief* — assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- b) *Site selection* —research the suitability and location of a site for a proposed project;
- c) *Feasibility studies* — participation in technical and/or economic feasibility studies;
- d) *Environmental studies* —participation in environmental studies;
- e) *Energy analysis, studies and planning* – Green Star Ratings;
- f) *Market surveys* — participation in market surveys;
- g) *Traffic studies* — participation in traffic-flow studies.
- h) *Drone studies*; specialised photography for technical application and marketing material.
- i) *Specialist survey*- Point Cloud and Liddar Survey
- j) *As built measured survey*- required for verification of portions of construction undertaken during the works

13.4 Special Submissions to Statutory Authorities

- a) Land Use;
- b) Environment;
- c) Heritage;
- d) Trading Licences/Liquor Licences etc.

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- a) *Surveys and inspections* — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed;
- b) *Restorations and renovations* — services in connection with work on existing buildings;
- c) *Heritage sites* — services in connection with work on heritage buildings, structures and sites;
- d) Services in connection with demolition permits of existing buildings and structures.

13.6 Other services

- a) Participation in litigation and dispute resolution (where a concurrent service is provided);
- b) Additional services as may be mutually agreed on.

14. Basis of fees agreement

- a) The client agrees to pay the architectural professional the fees for the services as recorded in the formal agreement entered into by the parties;
- b) Where a project cost-based fee is applied, the final fee is calculated on the final cost of the works. The initial fee is based on a budget for the works for fee calculation purposes, and shall be adjusted on the final cost of the works.
- c) Where a project time-based fee is applied, the fee is based on estimate of the skills, hours, and resources necessary to complete the works. Accurate costing to be kept and reported on.

15. Project cost-based fees for standard and partial services

- a) The architectural professional shall refer to the annexure on the guidelines professional fees to determine whether a project is of low, medium or high complexity. Different fee scales apply to different complexities of a project.
- b) These are derived from bracketed project values, and are determined annually by SACAP and published in the Government Gazette.
- c) For a partial service, assuming the fee is a project cost-based fee, the percentage of the fee for each complete work stage to be performed is as set out under clause 21. Where the work stage is only partially completed, the percentage of the fee shall be agreed between the parties.
- d) The budget for fee purposes excludes VAT, contingencies, fees for other consultants and specialist as well as the provision for escalation.

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16. Project cost-based fees for a reduced service

- a) Where the architectural professional is not the principal agent, a reduction of the fee for the work not exceeding 10% of the fee for stages 5 and 6 may be considered.
- b) Where the architectural professional is not the principal consultant, a reduction of the fee for the work not exceeding 10% of the fee for stages 1 to 4 may be considered.

17. Apportionment of fees between work stages and interim payments.

- a) The fee applicable to each work stage is apportioned according to the table below, and may be adjusted by agreement.
- b) The architectural professional is entitled to render interim fee accounts during stages as agreed between the parties.
- c) The fees payable for stage 5 are related to the duration of the contract period and not performance of the contractor. Interim claims during this stage will be contract time lapsed and not progress made by the contractor.

Work stages 1 to 6	Proportion of fee	Cumulative total
1	2%	2%
2	15%	17%
3	20%	37%
4.1	10%	47%
4.2	20%	67%
5	30%	97%
6	3%	100%

18. Guideline fees for additional services;

Unless otherwise agreed, the fee for additional services is time based, and it is based on hourly rates as in the current guideline professional fees.

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South African Council for the Architectural Profession**19. Time-based fees**

Where fees for the architectural professional services are time-based fees, the hourly rates as set out in the guideline professional fees may apply. Whenever these rates are revised, the new rates may apply to work performed after the effective date of such revision.

20. Guideline professional fees for alterations

The fee for work that includes alterations is based on the total project cost and increased for that portion of the work comprising or affected by alterations by 30% (130% of the fee).

21. Guideline professional fees for additions

The fee for work associated with an addition to an existing building may not attract additional fees, except for that portion of work associated with the parts of the addition interfacing with the existing building. The fee for this latter work is increased by 30% (130% of the fee). Should it be necessary that the architectural professional survey, assess and/or prepare documentation for the existing building, the cost of this shall be charged on a time basis.

22. Guideline professional fees for services provided with respect to the restoration of buildings subject to heritage legislation

The fee for work that includes restoration of buildings subject to heritage legislation is based on the total project cost and increased for that portion of the work comprising or affected by heritage considerations by 40% (140% of the fee).

23. Guideline professional fees for a project that includes repeated buildings

For a project consisting of a number of repeated buildings erected under a single building contract for a single client, the fee may be adjusted by agreement, subject to the architectural professional being retained for a full service and the repeated buildings being built on one site or a series of adjoining or closely related sites;

- a) either entirely apart from each other or linked with screen walls, common walls or other similar means; and repetitions of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use. This does not apply to similar floors or divisions in a multi storey building;

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- b) The guideline professional fee for repeated buildings provides for a full fee applicable to the origination of the first building/s, referred hereafter as prototypes. Thereafter the fee adjustment is applied to each of the repeated prototypes.
- c) The adjusted fee applies to work stages 1 to 4 inclusive. The adjusted fee apportionment is 35% of the guideline professional fee for stages 1 to 4 inclusive;
- d) The adjusted fee does not apply to work stages 5 and 6. The full guideline professional fee for these stages shall apply.

24. Guideline professional fees for buildings repeated under separate building contracts.

An architectural professional is entitled to be paid full fees on the original building designs. Unless otherwise agreed, where repeated buildings are erected under separate building contracts and the drawings and related documents for a project are re-used for subsequent projects with nominal or no modification, the fee may be adjusted.

25. Guideline professional fees for an appointment where the architectural professional takes over work of another professional

The stage of completion shall be agreed upon, and an appropriate budget for the works agreed upon, and the fee for the work stages or the stage in which the service is commencing may be subject to an increase of 25%.

26. Guideline professional fees for deployment of employees

Where an employee of the architectural professional is deployed on site for extended inspection or other agreed purposes, the amount of the reimbursement shall be the total cost of employment plus 30%.

27. Extended initial contractual contract period

- a) In the event that the initial contract period is exceeded by more than 10% through no fault of the architectural professional, the architectural professional shall be remunerated for all additional work resulting from the extension of time at the hourly rates according to the effective professional guidelines fees together with related reimbursable expenses. The architectural professional shall inform the client in writing

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that the allocated period for providing professional services has been exceeded by 10% and therefore the services shall be charged at the hourly rates according to the current and effective professional guidelines fees together with related reimbursable expenses.

- b) The fee for the services of the architectural professional during the contract period shall not be linked to a contractor performance or progress. The fees shall be assessed entirely independently.

28. Adjustment of guideline professional fees and disbursements

- a) The guideline professional fees and disbursements are based on the following parameters:
 - i. Scope of services;
 - ii. Scope of the project/works;
 - iii. Project programme;
 - iv. Cost of the works;
 - v. Cost of the project;
 - vi. Appointment of other consultants;
 - vii. Appointment of contractors.
- b) Should any material variation to the parameters as stated occur, the guideline professional fees and disbursements shall be adjusted.

29. Fast Tracking

- a) Adjustment to the project programme, commonly known as 'fast tracking', that requires the application of additional resources by the architectural professional, may attract an additional fee. The architectural professional shall motivate to the client the additional resource needed to complete the project within the allocated time and shall be at the total cost of additional resources plus 30%.

30. Travelling time

- a) Where the fee is a project cost-based fee, time charges shall apply at 100% of hourly rate for travel greater than 1 hour and 50 km per trip (being 2 hours and 100 km per return trip) or as negotiated between the client and the architectural professional.
- b) Where the fee is on a time basis, time charges shall apply to the full round trip regardless of distance.

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South African Council for the Architectural Profession**31. Guideline professional fees on termination by the client**

- a) Where the agreement between the client and the architectural professional is terminated, the client shall pay for that portion of the service that has been executed by the architectural professional.
- b) Termination of the project shall attract an additional fee equal to 20% of the remaining fee that would have been payable had the project not been terminated.

32. Guideline professional fees for dispute resolution services

- a) For acting as expert witness, adjudicator, mediator or arbitrator, the fee shall be in line with specialists' fees charged at the hourly rates published in the guideline professional fees.
- b) Where a project is referred to dispute resolution, architectural professionals retained on that project are to be reimbursed for the additional service required in relation to the dispute resolution processes according to the hourly rates published in the board notice as necessary.

33. Payment of professional accounts

- a) The architectural professional's accounts are due and payable on presentation. The architectural professional shall be entitled to render interim accounts. Fee and reimbursement invoices may be invoiced separately.

34. Reimbursement of expenses

- a) In addition to the fees set out in this schedule, the client shall reimburse the architectural professional for all reasonable disbursements properly incurred and accounted for.
- b) The expenses contemplated may include the following:
 - i Specialised professional and other services;
 - ii Payments made on behalf of client for fees, submission fees for local authority and other statutory approvals as well as other charges for specialised professional and other services.
 - iii **Travel**
 - Travel mileage;
 - Parking;
 - Toll fees;
 - Car hire;
 - Airfare;

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- Train;
 - Bus;
 - Taxi;
 - Uber/Bolt or the likes
- iv **Subsistence**
- Accommodation;
 - Subsistence allowance;
 - Special daily allowance;
- v **Postage**
- Special postage;
 - Postage
 - Courier;
- vi **Documentation**
- Typing of original/master per A4;
 - Duplication in white paper (A3 & A4 sizes);
 - Duplicating in coloured paper (A3 & A4 sizes);
 - Duplication in colour (A3 & A4 sizes);
 - Document binding;
 - Scanning of drawings and documents;
 - Duplicating of drawings (A3 to A4);
 - Plotting on 80g plain paper (A3 to A0);
 - Plotting on 80g plain paper in colour (A3 to A0);
 - Plotting on quality paper (A3 to A0);
 - Plotting on quality paper in colour (A3 to A0);
 - Purchase of documents and research material required for project;
 - CD with project-related information;
- vii **Special quotes**
- Maps;
 - Models;
 - Presentation;
 - Photography;
 - Artwork
- viii **Specialised computer software**
- ix **Time limited software subscriptions incurred specifically for the project**
- x **Other**

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- Any other disbursement requested by and/or agreed to by the client.
- c) A relevant guideline rate may be applied. Refer to Guideline professional fees.
- d) A minimum of 10% of the cost of the disbursement may also be claimed for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance

35. Claims to be separate and not set-off

- c) Should a client allege a claim against the architectural professional, a contractor or any other party involved in the project, such claim shall be dealt with on its own merits.
- d) A client is not entitled to withhold payment of fees or disbursements or part thereof due to the architectural professional, based on the alleged claim, the client shall make payment without any set-off and waives all rights to any such set-off.
- e) Should a professional error, omission and/or negligence be implied, dispute resolution or litigation shall be used to claim from the architectural professional.
- f) No penalties shall be applied on professional service agreement contracts.

36. Regular invoicing

Invoicing in line with the completed work stages as required by the Value-Added Tax Act, 1991 (Act No. 89 of 1991) is accepted as good practice and is deemed to be the basis of the agreement between the client and architectural professional. Additionally, regular invoicing as agreed with the client may be considered.

37. Engagement of architectural professionals

- a) A professional service is deemed to be subject to an appropriate formal written agreement in which the rights and obligations of the parties and the terms and conditions of service are clearly recorded.
- b) The specific service is agreed on, and the basis for the calculation of professional fees is recorded.
- c) The parties shall also agree on the following:
 - the agreed service to be provided;
 - authority of the architectural professional;
 - the architectural professional's ownership of the intellectual property or copyright;

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- limits to responsibility;
 - limit to professional liability to a term of five (5) years;
 - payment of invoices;
 - interest on overdue invoices;
 - disputed invoices;
 - suspension or deferment;
 - termination of engagement;
 - damage to; or destruction of the works and
 - dispute resolution provisions.
- d) The expectation is that the agreed fees are based on a budget for the works to ensure that the fees are calculated on the anticipated final project cost. A realistic value of the work has to be done to determine fees.
- e) Where a Professional Architect registered with SACAP is employed in a standard service, such Professional Architect shall be appointed to fulfil architectural services, principal consultant and principal agent services. The services shall be described as a 'full service', partial and/or additional services as may be agreed.
- f) Where an architectural professional other than a Professional Architect is employed in a project. The services and functions to be provided should be in line with the Identification of Work. Such an appointment may be for a standard service. Partial and/or additional services may be agreed.

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Preamble to CIDB Standard Services Contract

Certain clauses have been amended or omitted from the contract. They are as follows;

Clause No.	Amended / Omitted	Reason
3.8.2	Omitted	Superseded by Clause 4.4 of this letter of Appointment as Mechanical, Fire Engineering and Rational Fire Design Consultants
3.9	Omitted	Superseded by Clause 7 of this letter of Appointment as Mechanical, Fire Engineering and Rational Fire Design Consultants
3.12.1	Omitted	Not Applicable
3.12.2	Omitted	Not Applicable
3.16	Omitted	Final Fee has been agreed.
12.3	Omitted	Mediation and Arbitration as agreed
14.1	Omitted	Final Fee has been agreed.
14.4	Amended	Final Fees has been agreed.

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