

QUANTITY SURVEYING PROFESSION DIE SUID-AFRIKAANSE RAAD vir die BOUREKENAARSPROFESSIE

Established in terms of the Quantity Surveying Profession Act 2000 (Act 49 of 2000) Ingestel ingevolge die Wet op die Bourekenaarsprofessie 2000 (Wet 49 van 2000)

Tariff of

Professional Fees

2005



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PREFACE

A quantity surveyor is a person registered as a quantity surveyor in terms of the provisions of Section 18 of the Quantity Surveying Professions Act, 2000 (Act 49 of 2000)

This tariff of professional fees 2005 has been approved for use in the public sector (published in Government Gazette No. 27018 of 3 December 2004).

This Tariff of Professional Fees sets out the recommended fees in respect of services rendered by a quantity surveyor in private practice, which recommended fees have been approved by The South African Council for the Quantity Surveying Profession.

The fee calculated in terms of this tariff is based inter alia on the following principles:

- VAT is excluded from the value of the contract for fee calculation purposes
- For building work services the value of any mechanical and electrical installations and civil engineering works ancillary to building works in respect of which the quantity surveyor is only required to perform a minor service (for which a time charge shall be applicable) or is not required to perform any service is excluded from the value of the works for fee calculation purposes

Important

The South African Council for the Quantity Surveying Profession accept no responsibility for any loss or damage suffered due to the use of this Tariff of Professional Fees.

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RECOMMENDED TARIFF OF PROFESSIONAL FEES IN RESPECT OF SERVICES RENDERED BY A QUANTITY SURVEYOR IN PRIVATE PRACTICE

1.0 GENERAL

- 1.1 Where the words and phrases are highlighted in the text of this Tariff of Professional Fees they shall bear the meaning assigned to them in 11.0 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context
- 1.2 All fees and charges set out in this Tariff of Professional Fees exclude VAT
- 1.3 Each category (clauses 2.3 to 2.6) shall include the *pro rata* value of preliminaries and the *pro rata* amount of adjustment under any applicable contract price adjustment provision, whether such value or adjustment is applicable to any category or not

2.0 BUILDING WORK, ENGINEERING WORK, MANAGEMENT AND SUPPLEMENTARY SERVICES

2.1 General

The **fee** shall be a **basic fee** (clause 2.2) multiplied by the **appropriate percentage** (clauses 2.3 to 2.6) and shall be apportioned as set out in the apportionment of fees to services (clause 2.7), provided that:

- 2.1.1 The **basic fee** shall be calculated on the **value for fee purposes** in the case of building work and engineering work and on the **value for fee purposes** but with exclusions in terms of 11.44.10 not applicable in the case of management and supplementary services
- 2.1.2 Where a single contract includes categories covered by more than one **appropriate percentage** the **basic fee** shall be apportioned to each category before multiplying each apportionment by the applicable **appropriate percentage**
- 2.1.3 Where, in respect of **replication**, minor differences and work measured provisionally are individually adjusted in the final account, the value of **measured work** of both omissions and additions in respect of such adjustments shall be added to the value of non-replication work for **fee** calculation purposes

2.2 Basic fee

	Basic fee		
Value category	Primary charge	Marginal rate	
1	2	3	
Up to R 250 000	R 1430	8,25 % on balance over R 0	
R 250 000 - R 500 000	R 22 055	5,83 % on balance over R 250 000	
R 500 000 - R 1 000 000	R 36 630	5,17 % on balance over R 500 000	
R 1 000 000 - R 2 000 000	R 62 480	5,06 % on balance over R 1 000 000	
R 2 000 000 - R 4 000 000	R 113 080	4,95 % on balance over R 2 000 000	
R 4000000 - R 8000000	R 212 000	4,40 % on balance over R 4 000 000	
R 8 000 000 - R 16 000 000	R 388 000	4,15 % on balance over R 8 000 000	
R 16 000 000 - R 32 000 000	R 720 000	3,69 % on balance over R 16 000 000	
R 32 000 000 - R 64 000 000	R1 310 000	3,44 % on balance over R 32 000 000	
R 64 000 000 - R128 000 000	R2 410 000	3,38 % on balance over R 64 000 000	
R128 000 000 - R256 000 000	R4 570 000	2,87 % on balance over R128 000 000	
R256 000 000 and over	R8 245 000	2,64 % on balance over R256 000 000	

2.3 Appropriate percentage for building work

Note: Exclusions in terms of 11.44.10 $\underline{\text{are}}$ applicable when determining the **value for fee purposes**

	Appropriate percentage						
Category	Contracts with bills of quantities	Contracts with simplified bills of quantities *	Contracts with performance based bills of quantities	Contracts without bills of quantities	Builder's quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5	6	7	8
Alteration works	125	100	100	65	25	15	70
Building works	100	75	70	65	20	15	70
Redecoration works	160	150	150	65	50	15	70
Replication: Prototypes and other non-replication works	Apply applic	Apply applicable appropriate percentage					n/a
First replication of prototype	First replication of				n/a		
Next five replications of prototype 50 % of applicable appropriate p		ropriate per	centage			n/a	
Remaining replications of prototype 40 % of applicable appropriate percentage				n/a			
Multiple procurement contracts	Increase the fee by 10 %			n/a	n/a	n/a	

^{*}Includes contracts with bills of provisional quantities or schedule of rates

2.4 Appropriate percentage for engineering work

Note: Exclusions in terms of 11.44.9 $\underline{\text{are}}$ applicable when determining the **value for fee purposes**

	Appropriate percentage			
Category	Contracts with engineering bills of quantities*	Contracts without bills of quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5
Civil engineering works: Category I	55	45	15	55
Civil engineering works: Category II	70	45	15	55
Electrical engineering works	65	45	15	55
Mechanical engineering works	65	45	15	55
Process engineering works: Utilising detail isometric drawings Utilising general arrangement drawings	55 100	45 45	15 15	55 55
Replication: Prototypes and other non- replication works First replication of prototype Next five replications of prototype Remaining replications of prototype	70 % of applicab 50 % of applicab	le appropriate pe	rcentage rcentage	n/a n/a n/a n/a

^{*}Includes contracts with bills of provisional quantities or schedule of rates

2.5 Appropriate percentage for management services

Note: Exclusions in terms of 11.44.10 $\underline{\text{are not}}$ applicable when determining the **value** for fee purposes

Catagoni	Appropriate percentage		
Category	Building works	Engineering works	
1	2	3	
Construction management	140	120	
Project administration	30	27,5	
Project management:			
Including project administration	60	55	
Excluding project administration	55	50	
Project monitoring	25	22,5	
Quality inspection	15	15	

2.6 Appropriate percentage for supplementary services

Note: Exclusions in terms of 11.44.10 $\underline{\text{are not}}$ 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 R2 000 000
Rate per area method with suitable drawings	1,00 1,75 2,00 3,50

2.7 Apportionment of fee to services

		Percenta	ge of fee	
Category	Service A Estimating and cost advice or equivalent stage	Service B Documentation and procure- ment or equiva- lent stage	Service C Contract administration or equivalent stage	Service D Final account or equivalent stage
1	2	3	4	5
Bills of quantities and engineering bills of quantities contracts: Bills of provisional quantities	10 10 n/a 5 15 40	20 37,5 12,5 100 10 20 20 10 n/a	47,5 37,5 55 n/a 75 55 30 67,5 100	22,5 15 22,5 n/a 10 10 10 7,5 n/a
Bills of provisional quantities Bills of quantities Schedule of rates Project administration Project management Project monitoring Quality inspection Replication of prototype Schedule of materials Simplified bills of quantities contracts: Bills of provisional quantities Bills of quantities	12,5 12,5 5 15 10 n/a 5 n/a 12,5	17,5 30 12,5 20 15 15 10 100	50 45 55 55 55 60 80 60 n/a 50	20 12,5 20 20 15 15 20 25 n/a 20
Schedule of rates Targeted procurement	12,5 n/a	12,5 20	55 60	20 20
Multiple procurement contracts (overrides all other category apportionments)		15	55	20

2.8 Fee for consortium representative and apportionment

- 2.8.1 The fee for the **consortium representative** shall be 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 services is as stated in 2.7 for the applicable category

3.0 AFFORDABLE HOUSING

3.1 General

- 3.1.1 The fee shall be the basic fee (clause 3.2) multiplied by the appropriate percentage (clause 3.3) with the basic fee calculated on the value for fee purposes but with exclusions in terms of 11.44.10 not applicable
- 3.1.2 The **fee** for non-replication external works shall be separately calculated in accordance with 2.0
- 3.1.3 A time charge shall be applicable to services rendered in respect of the following:
 - · Requirements of individual owners or tenants
 - Preparation of procurement documentation for turnkey projects and the evaluation of same

3.2 Basic fee

Primary charge	Charge for prototypes	Charge for replication
1	2	3
R32 500	R4 500 plus 5 % of the total of all prototypes included in the value for fee purposes	0,3 % of the total of all replication included in the value for fee purposes

3.3 Appropriate percentage

Note: Exclusions in terms of 11.44.10 $\underline{\text{are not}}$ applicable when determining the **value for fee purposes**

	Appropriate	percentage
Category	Contracts with simplified bills of quantities	Contracts without bills of quantities
1	2	3
Estimating building cost Construction cash flow budgets Financial design criteria advice Preparation of procurement documentation Preparation of schedule of rates Calling for tenders and evaluating tenders Cost management and reporting Preparation of valuations for payment certificates Settling contractual and financial disputes Compilation and settlement of final account Quality inspection Project administration Project management: Including project administration Excluding project administration Time management Construction management	7,5 2,5 5 27,5 n/a 5 15 30 Time charge 15 45 30	7,5 2,5 5 12,5 10 5 15 35 Time charge 10 45 30 60 55 25 25 100
Client and consultant co-ordination Assist in setting up creative financing schemes	20 Time charge	20 Time charge

3.4 Material source handling and control

3.4.1 The **fee** in respect of material source handling and control, which **fee** excludes the cost of the storage infrastructure, security and insurance, shall be calculated on the **value for fee purposes** (ie not on the value of the materials only) but with exclusions in terms of 11.44.10 not applicable, as follows:

Value for for purposes	Basic fee			
Value for fee purposes	Primary charge Marginal rate			
1	2	3		
Up to R 1 000 000	R 50 000	0,00 % on balance over R 0		
R 1000000 - R 2000000	R 50 000	4,25 % on balance over R 1 000 000		
R 2000000 - R 4000000	R 92 500	3,50 % on balance over R 2 000 000		
R 4000000 - R 8000000	R 162 500	2,75 % on balance over R 4 000 000		
R 8 000 000 - R 16 000 000	R 272 500	1,75 % on balance over R 8 000 000		
R 16 000 000 - R 32 000 000	R 412 500	1,10 % on balance over R 16 000 000		
R 32 000 000 - R 64 000 000	R 588 500	0,90 % on balance over R 32 000 000		
R 64 000 000 - R128 000 000	R 876 500	0,80 % on balance over R 64 000 000		
R128 000 000 - R256 000 000	R1 388 500	0,70 % on balance over R128 000 000		
R256 000 000 and over	R2 284 500	0,60 % on balance over R256 000 000		

3.4.2 The cost of storage infrastructure, security and insurance shall be separately dealt with by arrangement with the client

4.0 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 2.3, 2.4 or 2.5 in which the **services at risk** were rendered at a **fee** in accordance with column 2 of 2.3 and 2.4 or columns 2 or 3 of 2.5 as the case may be, or if not appointed on such project on such basis, he shall be entitled, without providing any further services, to charge a **fee** of 20 per cent of the aforementioned **fee**

5.0 EXCESSIVE VARIATION

- 5.1 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 rate applicable to the **value for fee purposes** shall be charged on the amount of such excess
- 5.2 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 rate applicable to the **value for fee purposes** shall be charged on the estimated value of such omitted work
- 5.3 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 shall be charged which shall be calculated by multiplying the **fee** for **Service C** 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

6.0 COMMISSIONS TERMINATED

6.1 Should a commission be terminated the **fee** for services completed shall be calculated in accordance with this Tariff of Professional Fees and the **fee** for services partially completed shall be determined *pro rata* to the complete service

- 6.2 Should a commission be terminated after the commencement of **Service B** then, in addition to the **fee** calculated in accordance with 6.1, a surcharge of 10 per cent shall be payable on the difference between the full **fee** calculated in accordance with this Tariff of Professional Fees for the services commissioned and the **fee** calculated in accordance with 6.1, provided that where a commission is reinstated or resumed within a period of one year from the date of termination such surcharge shall be considered to be partial payment of the **fee** calculated in accordance with this Tariff of Professional Fees
- 6.3 For purposes of 6.1 and 6.2 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

7.0 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 Tariff of Professional Fees, then a time charge shall apply for such additional work

8.0 TIME CHARGE

- 8.1 Where the work is of such a nature that other provisions of this Tariff of Professional Fees do not apply, the **fee** shall be a time charge at the following rates per hour or part thereof:
 - 8.1.1 Principals: at rates to be determined from time to time by the South African Council for Quantity Surveyors in the following categories:
 - not exceeding 5 years experience
 - exceeding 5 years and not exceeding 10 years experience
 - exceeding 10 years experience
 - specialist work

"Experience" commences on a date three years prior to the date of registration of the principal as a quantity surveyor by the South African Council for Quantity Surveyors

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

8.1.2 Salaried personnel: 17 cents for each R100,00 of **gross annual remuneration** applicable at the time the service is rendered

8.2 Notwithstanding 8.1 the following time charge shall be levied for services listed hereunder:

Category	Percentage of time charge*
1	2
Financial viability studies	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	105 (minimum of three hours)
award)	125 (minimum of three hours)

^{*}The time charge shall nevertheless not exceed the time charge for specialist work as determined in accordance with 8.1.1

- 8.3 Notwithstanding the provisions of 8.1 and 8.2, the time charge for national and provincial government departments shall be at the following rates per hour:
 - 8.3.1 Principals: 19,5 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service
 - 8.3.2 Registered professional personnel: 17,5 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service
 - 8.3.3 Salaried professional and technical personnel: 15 cents for each R100,00 of **gross annual remuneration**; provided that this hourly rate shall not exceed 15 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service
 - 8.3.4 Hourly rates calculated in terms of 8.3 shall be deemed to include overheads and charges in respect of time expended by clerical personnel which shall, therefore, not be chargeable separately
 - 8.3.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of 8.3.1 on a project shall be limited to 5 per cent of the total time expended on the project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in 8.3.2 or 8.3.3

9.0 DISBURSEMENTS AND TRAVELLING EXPENSES

- 9.1 For **disbursements** and for reasonable travelling and subsistence expenses additional payment shall be claimed over and above the **fee** payable under any other provision of this Tariff of Professional Fees
- 9.2 Where payment is effected on a time charge, travelling time shall be charged for in full at the rate as determined in 8.0
- 9.3 Where payment is effected on a basis other than a time charge and the contract site is situated further than 100km from the quantity surveyor's place of practice, travelling time shall be charged at the rate as determined in 8.0 provided that two hours of the duration of each return journey shall be excluded from the calculation

10.0 PAYMENT

- 10.1 The quantity surveyor shall be entitled to regular monthly payments, upon submission of an account, of a **fee** or part **fee** and reimbursement of **disbursements** and travelling expenses
- 10.2 Notwithstanding the provisions of 10.1 regular payments in respect of national and provincial government departments shall not be more frequent than quarterly
- 10.3 Notwithstanding the provisions of 10.1 and 10.2, the quantity surveyor shall only be entitled to payment for Service A or Service B (or equivalent stages) upon completion of either Service A or Service B, as the case may be, but with interim payments for either service if such service is being delayed for more than 30 calendar days by circumstances beyond the control of the quantity surveyor. Service B shall be deemed to be completed irrespective of whether the documents for the procurement of subcontracts have been prepared or not
- 10.4 The quantity surveyor shall charge his client interest at a rate which is one tenth (1/10) above the rate of interest applicable from time to time to prime borrowers at the quantity surveyor's bank on all invoices, correct and due, not settled within 30 calendar days of submission

11.0 DEFINITIONS AND INTERPRETATION

- 11.1 **"AFFORDABLE HOUSING"** means single housing units of simple design and modest specification not exceeding 100 m² of construction area
- 11.2 **"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 to existing structures but shall exclude **redecoration works**
- 11.3 **"APPROPRIATE PERCENTAGE"** means the appropriate percentage set out in 2.3 to 2.6 or 3.3 as the case may be
- 11.4 **"BASIC FEE"** means the sum of the fees set out in columns 2 and 3 of 2.2 or columns 1, 2 and 3 of 3.2 as the case may be

- 11.5 **"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
- 11.6 **"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
- 11.7 **"BUILDING WORKS"** means building work including mechanical and electrical installations in buildings
- 11.8 **"CIVIL ENGINEERING WORKS: CATEGORY I"** means shafts, tunnels, airport runways and aprons, roads, railways, sports fields, earthworks, earth dams and dredging
- 11.9 "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
- 11.10 **"CIVIL ENGINEERING WORKS ANCILLARY TO BUILDING WORKS"** shall be limited to the following:
 - 11.10.1 Main reticulations (stormwater, sewer and water) outside the defined area of the building site
 - 11.10.2 Reservoirs
 - 11.10.3 Roads
 - 11.10.4 Water towers
- 11.11 "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 other consultants, receiving all instructions, rendering accounts, receiving payment and facilitating payment to the consortium
- 11.12 **"CONSTRUCTION MANAGEMENT"** means the management of the construction process of works executed under multiple direct contracts, from inception to completion, but without the acceptance of liability for the contractual risks associated with the role of a contractor

Construction management shall inter alia include the following:

- 11.12.1 Liaising with consultants as necessary in order to establish the scope of work embodied in each of the direct contracts
- 11.12.2 Co-ordinating and integrating the construction programmes of the various direct contracts into an overall construction programme, including ensuring timeous procurement of the direct contracts
- 11.12.3 Co-ordinating the execution of the construction processes to ensure adherence to the overall construction programme
- 11.12.4 Arranging and monitoring execution of the construction processes to ensure adherence to specification

- 11.12.5 Ensuring that all necessary inspections are carried out
- 11.12.6 Arranging for and monitoring the rectification of defective work including that which arises during the contractual defects liability period
- 11.13 "COST NORMS" means cost norms prescribed by the Treasury Committee for Building Norms and Cost Limits and it is implied that from initial determination of needs and during the respective services as defined in 11.36 to 11.39 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 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
- 11.14 "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 employer. 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
- 11.15 **"DISBURSEMENTS"** means the purchase price of contract documents and the cost of typing, duplicating, printing and binding of documents and drawings other than correspondence and valuations for payment certificates
 - Subject to agreement with the client, disbursements shall also include any other costs such as the cost of legal and specialist fees, courier services and international communications
- 11.16 **"ELECTRICAL ENGINEERING WORKS"** means electrical installations and instrumentation other than electrical installations ancillary to building works
- 11.17 **"ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS"** shall be as defined in 11.25
- 11.18 **"ENGINEERING BILLS OF QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates documented in respect of:
 - 11.18.1 Civil engineering works, in accordance with the method of measurement set out in SABS 1200 Standard Specifications for Civil Engineering Construction published by the South African Bureau of Standards or in accordance with any other similar method of measurement for civil engineering works
 - 11.18.2 Electrical, mechanical or process engineering works, in accordance with any applicable method of measurement
- 11.19 **"FEE"** means the remuneration in respect of services rendered by a quantity surveyor in private practice, calculated in accordance with this Tariff of Professional Fees. The fee excludes **VAT**
- 11.20 **"FINANCIAL VIABILITY STUDIES"** means financial viability studies and other predesign studies involving an economic investigation and appraisal of a project
- 11.21 "GROSS ANNUAL REMUNERATION" means:
 - 11.21.1 Basic salary and guaranteed annual bonus
 - 11.21.2 Fringe benefits not included in basic salary

- 11.21.3 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
- 11.21.4 Employer's contribution to pension/provident fund
- 11.21.5 Employer's contribution to medical aid
- 11.21.6 Employer's contribution to group life assurance premiums
- 11.21.7 Compensation Fund and Unemployment Insurance Fund contributions, Metropolitan Council levies and any other statutory contributions or levies
- 11.21.8 All other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime
- 11.22 **"LOCATIONAL BILLS OF QUANTITIES"** means bills of quantities required by the client to be separated into blocks, elements, functions or other locations
- 11.23 **"MEASURED WORK"** means work measured for incorporation in bills of quantities or a final account and shall exclude:
 - 11.23.1 Work originally measured as provisional, including budgetary allowances and provisional amounts
 - 11.23.2 Adjustments involving the substitution of materials without additional measurement
 - 11.23.3 Any applicable contract price adjustment
 - 11.23.4 Preliminaries or any adjustment thereof
 - 11.23.5 Contingencies
- 11.24 **"MECHANICAL ENGINEERING WORKS"** means mechanical installations other than **mechanical installations ancillary to building works**
- 11.25 "MECHANICAL AND ELECTRICAL INSTALLATIONS ANCILLARY TO BUILD-ING WORKS" shall be limited to the following:
 - 11.25.1 Air-conditioning and mechanical ventilation
 - 11.25.2 Boiler equipment
 - 11.25.3 Conveyor systems
 - 11.25.4 Electrical and electronic installations
 - 11.25.5 Gas and compressed air systems
 - 11.25.6 Incinerators and compactor units
 - 11.25.7 Laundry equipment
 - 11.25.8 Lifts, hoists and escalators
 - 11.25.9 Pumping equipment
 - 11.25.10 Refrigeration installations
 - 11.25.11 Specialist fire detection and fire prevention installations including sprinkler installations
 - 11.25.12 Steam installations
 - 11.25.13 X-ray and sterilisation equipment
- 11.26 **"MULTIPLE PROCUREMENT CONTRACTS"** means **building works** or engineering works where separate documentation or related services for work executed under at least 10 subcontracts are required and where the final value of such subcontracts

including any amount of adjustment under any applicable contract price adjustment provisions 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

- 11.27 **"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
- 11.28 **"PERFORMANCE-BASED BILLS OF QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates for work designed to be carried out by industrialised or unconventional system building methods documented in accordance with the Guide to the System of Measurement for Performance-based Tender Enquiry Documentation published by the Association of South African Quantity Surveyors or in accordance with any other similar system of measurement for performance-based procurement documentation
- 11.29 **"PROCESS ENGINEERING WORKS"** means process piping, flow control systems and equipment associated with process plants
- 11.30 **"PROJECT ADMINISTRATION"** (principal agency) means the administration of the construction processes on behalf of a client from inception to completion

Project administration shall inter alia include the following:

- 11.30.1 Arranging, attending and keeping minutes of meetings
- 11.30.2 Preparing contract documents for signing and safekeeping of same
- 11.30.3 Establishing whether all insurances, guarantees, etc have been effected
- 11.30.4 Arranging for the handing over of the site and pointing out of pegs, beacons and datum levels to the contractor
- 11.30.5 Nominating and selecting subcontractors in terms of the construction agreement
- 11.30.6 Receiving and attending to notices served in terms of the construction agreement
- 11.30.7 Issuing instructions, payment certificates, financial statements and certificates of completion prepared by others and notifying those concerned about the status of their involvement
- 11.30.8 Deciding on any extension of the construction period and penalties
- 11.30.9 Determining disagreements, excluding services related to mediation, arbitration and litigation
- 11.31 **"PROJECT MANAGEMENT"** means the management on behalf of a client of the entire process necessary for the procurement of the design and the construction of a project from briefing through to commissioning and occupation taking into account the client's requirements in respect of aesthetics, quality, cost, time, etc

Project management shall inter alia include the following:

- 11.31.1 **Project administration**
- 11.31.2 Receiving an outline brief from and establishing the client's needs
- 11.31.3 Advising the client on the need for consultants and making recommendations
- 11.31.4 Negotiating and agreeing conditions of engagement with such selected consultants

- 11.31.5 Receiving a final brief from and analysing the client's needs in detail
- 11.31.6 Ensuring that statutory consents are obtained
- 11.31.7 Preparing programmes for all pre-contract and contract activities and monitoring progress and adjusting the programme as necessary
- 11.31.8 Establishing types of meetings, attendance, chairmanship and issuing of agendas and minutes
- 11.31.9 Obtaining advice for the client as to various insurances and/or warranties and ensuring compliance by those required to effect such insurances and/or warranties
- 11.31.10 Advising the client on the form of contract and the method of contractor selection in conjunction with the consultants
- 11.31.11 Arranging lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the client
- 11.31.12 Establishing a framework for monitoring progress, maintaining financial management and regularly reporting to the client
- 11.31.13 Co-ordinating inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test certificates, as-built drawings, maintenance manuals and guarantees
- 11.32 **"PROJECT MONITORING"** means carrying out a watching brief and financially monitoring the project on behalf of a client

Project monitoring shall inter alia include the following:

- 11.32.1 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
- 11.32.2 Commenting on estimates of project cost and financial viability studies prepared by others and providing such other cost advice as may reasonably be required
- 11.32.3 Commenting on fee proposals submitted by consultants
- 11.32.4 Commenting on procurement procedures and documentation prior to calling for tenders or negotiating
- 11.32.5 Commenting on tender reports and recommendations
- 11.32.6 Commenting on contract documentation, including priced bills of quantities where applicable, prior to signing of the contract
- 11.32.7 Commenting on subcontract procurement procedures and documentation prior to calling for tenders or negotiating
- 11.32.8 Commenting on tender reports and recommendations for subcontracts
- 11.32.9 Commenting on financial reports and cash flow schedules
- 11.32.10 Advising the client on interim and final payment certificates prior to issuing
- 11.32.11 Attending management/financial meetings
- 11.32.12 Commenting on the financial and contractual aspects of claims between the client and the contractor, excluding services related to mediation, arbitration and litigation
- 11.32.13 Advising the client on the acceptability of the final account

11.33 "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

- 11.34 **"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**
- 11.35 **"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

- 11.36 **"SERVICE A"** means the estimating and cost advice stage, which for the services listed in columns 2 to 5 and 8 of 2.3 and 5 of 2.4 in broad terms includes:
 - 11.36.1 Receiving commission/instruction from the client and advising on various courses of action and procedures to suit the particular requirements of the project
 - 11.36.2 Providing financial design criteria advice
 - 11.36.3 Preparing preliminary and comprehensive estimates of construction cost and providing such other cost advice as may be reasonably required prior to the commencement of **Service B**
- 11.37 **"SERVICE B"** means the documentation and procurement stage, which for the services listed in columns 2 to 5 and 8 of 2.3 and 2, 3 and 5 of 2.4 in broad terms includes:
 - 11.37.1 Preparing documents for procurement of construction contracts. Service B shall be deemed to be completed irrespective of whether the documents for the procurement of subcontracts have been prepared or not
 - 11.37.2 Calling for tenders or negotiating the construction cost with a contractor
 - 11.37.3 Financially evaluating and reporting on tenders, including financial comparisons with budget
- 11.38 **"SERVICE C"** means the contract administration stage, which for the services listed in columns 2 to 5 and 8 of 2.3 and 2, 3 and 5 of 2.4 in broad terms includes:
 - 11.38.1 Examining and verifying priced documents including preparing same for incorporation into the signed contract
 - 11.38.2 Preparing the procurement documentation for subcontracts where such procurement documentation has not been dealt with in **Service B**

- 11.38.3 Examining and reporting on tenders for subcontracts, including financial comparisons with budget
- 11.38.4 Preparing schedules of predicted cash flows
- 11.38.5 Attending progress meetings on site at reasonable intervals to suit the nature and size of the project in order to ensure acquaintance with contractual matters and matters affecting costs
- 11.38.6 Attending other meetings at reasonable intervals to suit the nature and size of the project
- 11.38.7 Preparing valuations for the issue of payment certificates including calculating, evaluating or verifying fluctuations in cost applicable to the contract
- 11.38.8 Preparing on a pro-active basis estimates of cost for proposed variations for client decision-making
- 11.38.9 Maintaining a running financial management statement on a monthly basis and monitoring against the financial budget
- 11.38.10 Proceeding with preparing the final account
- 11.38.11 Adjudicating and resolving the financial and contractual aspects of claims between the client and the contractor, excluding services related to mediation, arbitration and litigation
- 11.39 **"SERVICE D"** means the final account stage, which for the services listed in columns 2 to 5 and 8 of 2.3 and 2, 3 and 5 of 2.4 in broad terms includes:
 - 11.39.1 Determining and agreeing all variations and adjustments for incorporation into the final account
 - 11.39.2 Agreeing and finalising all subcontracts and adjusting against provisional amounts
 - 11.39.3 Concluding the final account, including fluctuations in costs (if applicable)
 - 11.39.4 Preparing and presenting the final account to the client, including any necessary reconciliations and explanations against the financial budget
- **"SERVICES AT RISK"** means services rendered on the basis that, subject to 4.0, no **fee** will be charged for such services unless the project proceeds
- "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
- 11.42 "TARGETED PROCUREMENT" means incorporating into the contract documentation an affirmative participation target as set by the client for the targeting of affirmable business enterprises or enterprises with women equity ownership at prime contract level, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance by both the contractor and/or the professional consultants during the execution of the contract, all in accordance with the provisions of the Resource Specifications for the implementation of targeted procurement as published by the Department of Public Works in terms of their affirmative procurement policy or with similar provisions as may be called for by the client
- 11.43 **"TENANT REQUIREMENTS"** means the evaluation of tenant requirements involving separate accounting for each tenant

- 11.44 **"VALUE FOR FEE PURPOSES"** means the final value of the contract, or a fair estimate where no final value is available, which shall include 11.44.1 to 11.44.5:
 - 11.44.1 Subject to 11.44.9, 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
 - 11.44.2 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
 - 11.44.3 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
 - 11.44.4 Any amount of adjustment under any applicable contract price adjustment provisions when certified for payment to the contractor
 - 11.44.5 Subject to 11.44.6, taxes and duties

and which final value of the contract shall exclude 11.44.6 to 11.44.10:

- 11.44.6 **VAT**
- 11.44.7 Any amount set aside for contingencies
- 11.44.8 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
- 11.44.9 All supply costs on engineering contracts for major items of permanent plant, equipment and machinery
- 11.44.10 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 performing only a minor service (for which a time charge shall be applicable) or is not required to perform any service other than the incorporation into the relevant documentation of the 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
- 11.45 **"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
- 11.46 "VAT" means Value-Added Tax in terms of the Value-Added Tax Act 1991 (Act 89 of 1991)