

**BOARD NOTICE 163 OF 2009****THE SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION****AMENDMENT OF TARIFF OF PROFESSIONAL FEES  
QUANTITY SURVEYING PROFESSION ACT, 2000 (ACT 49 OF 2000)**

In terms of section 34 (2) of the Quantity Surveying Profession Act, 2000 (Act 49 of 2000), the South African Council for the Quantity Surveying Profession hereby makes known that it has determined amended guideline professional fees as set out in the Schedule hereunder.

The amended guidelines contained in the Schedule below shall become effective on 1 January 2010.

**2010 TARIFF OF PROFESSIONAL FEES****SCHEDULE**

In this Schedule "clauses" means the clauses promulgated under Board Notice 140 of 2008 of 5 December 2008.

The following clauses are hereby amended to read as follows:

**2.0 BUILDING WORK, ENGINEERING WORK, MANAGEMENT AND SUPPLEMENTARY SERVICES**

**2.5 Appropriate percentage for management services**

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

Category	Appropriate percentage	
	Building works	Engineering works
1	2	3
Principal agency .....	45	42,5
Principal consultancy .....	30	27,5
Project monitoring .....	25	22,5
Quality inspection .....	15	15

## 2.7 Apportionment of fee to stages

Category	Percentage of fee						
	Stage 1 Inception	Stage 2 Concept and viability	Stage 3 Design development	Stage 4 Documentation and procurement	Stage 5 Construction	Stage 6 Close-out	
1	2	3	4	5	6	7	
<b>Bills of quantities and engineering bills of quantities contracts:</b>							
Bills of provisional quantities .....	2,5	5	7,5	17,5	62,5	5	
Bills of quantities .....	2,5	5	7,5	35	45	5	
Schedule of rates .....	2,5	5	7,5	12,5	67,5	5	
<b>Bullder's quantities .....</b>	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	
<b>Cost norms .....</b>	15	15	15	20	25	10	
<b>Cost-plus contracts .....</b>	2,5	7,5	10	15	57,5	7,5	
<b>Payment valuations .....</b>	n/a	n/a	n/a	n/a	92,5	7,5	
<b>Principal agency .....</b>	n/a	n/a	7,5	7,5	70	15	
<b>Principal consultancy .....</b>	20	20	20	20	20	n/a	
<b>Project monitoring .....</b>	2,5	5	10	17,5	50	15	
<b>Quality inspection .....</b>	n/a	n/a	n/a	n/a	85	15	
<b>Replication of prototype .....</b>	2,5	5	5	17,5	62,5	7,5	
Schedule of materials .....	n/a	n/a	n/a	100	n/a	n/a	
<b>Simplified bills of quantities contracts:</b>							
Bills of provisional quantities .....	2,5	7,5	10	17,5	55	7,5	
Bills of quantities .....	2,5	7,5	10	35	37,5	7,5	
Schedule of rates .....	2,5	7,5	10	12,5	60	7,5	
<b>Targeted procurement .....</b>	n/a	n/a	n/a	20	60	20	
<b>Multiple procurement contracts</b> (overrides all other category apportionments) .....	2,5	5	7,5	15	20	45	5

## 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 applicable to the value for fee purposes shall be 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 applicable to the **value for fee purposes** shall be 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** shall be 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

## **9.0 PAYMENT**

- 9.1 The quantity surveyor shall be 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 shall be due and payable by the client on receipt thereof
- 9.2 Notwithstanding the provisions of clause 9.1, the following shall apply in respect of national and provincial government departments:
- 9.2.1 The quantity surveyor shall only be 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 will be 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 to existing structures but shall exclude **redecoration 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
- 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) 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
- 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, 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 the method of measurement set out in SANS 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
  - 10.17.2 Electrical, mechanical or **process engineering works**, in accordance with any applicable method of measurement

- 10.18 **"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**
- 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 performing only a minor service 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

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)

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