

BOARD NOTICE 32 OF 2007**The South African Council for the Project and Construction Management Professions.****Call for Comment**

Proposed rules relating to the code of conduct for all persons registered with the South African Council for the Project and Construction Management Professions

SACPCMP in compliance with the provisions of section 27(1) of Act 48 of 2000, do hereby make a call for comments regarding the proposed code of conduct for its registered persons.

Written comments and input on the proposed draft Rules, as set out in the Schedule, are invited from interested and affected persons, body and Voluntary Associations.

Please ignore the previous call for comments on code of conduct only as per Board notice 13 of 2000 dated 16 February 2007 in Government Gazette number 29611

Comments should be submitted before or on **4 May 2007**:

The Registrar
Ms T. Machimane
SACPCMP
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Midrand

SCHEDULE

1. Definitions:

The Act – means the Project and Construction Management Professions Act, 48 of 2000.

Council - means the South African Council for the Project and Construction Management Professions established by Section 2 of the Act, 48 of 2000.

Project – means the Total Development envisaged by the client including the Professional Services.

Registered Persons – means persons registered in terms of section 19(2) of the Act.

2. Introduction

All persons registered with the South African Council for the Project and Construction Management Professions shall uphold and advance the honour and dignity of these professions in keeping with high standards of ethical conduct and shall:

- 2.1 act with integrity and sincerity in serving their employers, clients and the public with diligence and care.
- 2.2 strive to increase their competence and the prestige of their profession.
- 2.3 shall apply their skill and knowledge to advance human welfare.
- 2.4 not engage in any act of dishonesty, corruption or bribery.

3. Relations with the public

Registered Persons shall:

- 3.1 in carrying out their responsibilities, have full regard to the public interest.
- 3.2 uphold the honour and dignity of their profession.
- 3.3 be objective and truthful in professional reports, statements, or testimonies, including all relevant and pertinent information therein.
- 3.4 have due regard for the safety, health and welfare of the public and the environment.

3.5 express an opinion on a project or construction management subject only when it is founded on adequate knowledge and honest conviction.

4. Relations with employers and clients

Registered Persons shall:

- 4.1** discharge their duties to their employers and clients in a responsible and competent manner.
- 4.2** act in all matters as faithful agents or trustees of each employer or client.
- 4.3** not accept compensation from more than one party for the same service, or for other services pertaining to the same project, without the consent of all interested parties.
- 4.4** disclose to their employers and clients any interest, whether direct or indirect, with other parties dealing with or relating to or in conflict with the business of their employers and clients.
- 4.5** disclose, in writing, to their employers and clients, the status of their professional indemnity cover insurance.
- 4.6** not unless required by law or by this code, divulge any information of a confidential nature which they obtained in connection with an appointment.

5. Relations with other professionals

Registered Persons shall:

- 5.1** Act with integrity, sincerity and honesty in all dealings with all other professionals.
- 5.2** not maliciously or recklessly injure or attempt to injure, whether directly or indirectly, the reputation, prospects or businesses of others.
- 5.3** not discriminate on grounds of gender, race or ethnic origin, sexual orientation, marital status, creed, nationality, disability or age.
- 5.4** not request, propose, or accept professional commissions on a contingency basis under circumstances that may compromise their professional judgement.

6. Standards of Professional performance

Registered Persons shall:

- 6.1 undertake work only for which they possess the necessary skills, knowledge and resources.
- 6.2 not falsify or permit misrepresentation of their own or their associates' academic or professional qualifications.
- 6.3 endeavour to provide opportunities for professional development and advancement of candidates in their employ or under their supervision.
- 6.4 undergo regular continuing professional development as prescribed to enhance and maintain their personal professional competence.
- 6.5 notify the Council immediately on becoming aware of a violation of this code by any other Registered Person.
- 6.6 notify the Council immediately of becoming insolvent.
- 6.7 Comply with all requirements or provisions of Act, **48** of 2000.

7. Disciplinary procedures

In the event of a complaint the disciplinary procedures as set out in the Act (48 of 2000) will be applied as follows:

- 7.1 Sect. 28: Investigation of charge of improper conduct.
- 7.2 Sect. 29: Charge of improper conduct.
- 7.3 Sect. 30: Appointment of Disciplinary Tribunal.
- 7.4 Sect. 31: Disciplinary Hearing.
- 7.5 Sect. 32: Proceedings after hearing.
- 7.6 Sect. 33: Appeal against decision of Disciplinary Tribunal

SACPCMP

The South African Council for the Project and Construction Management Professions

Guideline Scope of Services and Tariff of Fees

For

Persons Registered in terms of the Project and Construction Management Professions Act, 2000

(Act No. 48 of 2000)

The South African Council for the Project and Construction Management Professions has, under Section 34(2) of the Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000) determined the guideline scope of services and tariff of fees in the Schedule.

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

The commencement date of these Rules shall be 1 March 2007

SCHEDULE**Guideline Scope of Services and Tariff of Fees
for Registered Persons****Index**

<u>Heading</u>	<u>Sections</u>
GENERAL PROVISIONS	
Definitions	1
Short Titles	2
GUIDELINES FOR SCOPE OF SERVICES	
STANDARD SERVICES	3
ADDITIONAL SERVICES	4
COMMISIN TERMINATED	5
GUIDELINES FOR TARIFF OF FEES	
APPLICATION OF TARIFF OF FEES	6
FEES FOR STANDARD SERVICES	7
SERVICES PROVIDED PARTIALLY OR IN STAGES	8
FEES FOR ADDITIONAL SERVICES	9
TIME BASED FEES	10
EXPENSES AND COSTS	11

GENERAL PROVISIONS

1.0 DEFINITIONS

Where the words and phrases are highlighted in the text of this Tariff of Fees they shall bear the meaning assigned to them in clause 1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context:

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

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

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

“Project” means the total development envisaged by the client, including the professional services.

“Works” means all work executed or intended to be executed in accordance with the construction contracts.

“Principal Agent” means the person or entity appointed by the client and who has full authority and obligation to act in terms of the construction contracts.

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

“Cost Consultant” means the person or entity appointed by the client to establish and agree all budgets and implement and manage the necessary cost control on the project.

“Contractor” means any person or legal entity entering into contract with the client for the execution of the works or part thereof.

“Nominated Subcontractors” are specialists and other subcontractors executing work or supplying and fixing any goods who may be nominated by the Principal Consultant.

“Selected Subcontractors” are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.

“Domestic Subcontractors” are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor.

“Direct Contractors” are contractors appointed by the client to execute work other than the works.

“Suppliers” mean a person or entity appointed by the client to supply goods and products for incorporating into the works.

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

“Contract programme” is the construction programme for the works agreed between the contractor and the Principal Agent.

“Procurement Programme” is the programme indicating the timeous purchasing requirements for the project, including, but not limited to, the services of consultants, contractors, subcontractors, and suppliers required for the execution of the project programme.

“Project Initiation programme” is the programme devised by the Principal Consultant in consultation with the client and other consultants for **all** the work necessary to be completed prior to commencement of work by the contractors.

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

“The South African Council for the Project and Construction Management Professions” means the South African Council for the Project and Construction Management Professions established by section 2 of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), and **“SACPCMP”** has the same meaning.

“Project and Construction Management Professions Act” means the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

“Construction Project Management Work” means the work identified under section 4 of this document

“Construction Management Work” means the work identified under section 4 of the Identification of Work document for Construction Managers

“Improper Conduct” as contemplated in section 27(3) of the Project and Construction Management Professions Act, means failure to comply with the code of conduct for registered persons.

“Public” means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.

“Substantially Practise” means regularly and consistently carry out project and construction management work identified in section 4 of this document, and charging a professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

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

2.0 **SHORT TITLE**

This Schedule is called the Guideline Scope of Services and Tariff of Fees for Registered **Construction Project Managers**, March 2007

GUIDELINES SCOPE OF SERVICES

3.0 STANDARD SERVICES

Construction Project Managers shall perform the following standard services under the following stages:

PROJECT STAGES	DESCRIPTION
1	Project Initiation and Briefing
2	Concept and Feasibility
3	Design Development
4	Tender Documentation and Procurement
5	Construction Documentation and Management
6	Project Close Out

1.0 STAGE 1 - PROJECT INITIATION AND BRIEFING

Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.

Standard Services

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

Project Management Deliverables

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

2.0 STAGE 2 - CONCEPT AND FEASIBILITY***Definition***

Finalization **of** the *project* concept and *feasibility*

Standard Services

- 2.1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 2.2. Advise the client on the requirement to appoint a Health and **Safety** Consultant
- 2.3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief
- 2.4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility
- 2.5. Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- 2.6. Manage and monitor the preparation of the project costing by other consultants
- 2.7. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme
- 2.8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval
- 2.9. Facilitate client approval of all Stage 2 documentation

Deliverables

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.

- Approval by Client to proceed to Stage 3

3.0 STAGE 3 - DESIGN DEVELOPMENT

Definition

Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.

Standard Services

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

Deliverables

- Signed Consultant/Client Agreements
- Detailed Design & Documentation Programme

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

4.0 STAGE 4 - TENDER DOCUMENTATION AND PROCUREMENT

Definition

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.

Standard Services

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

Deliverables

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

5.0 STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT***Definition***

The management and administration of the construction contracts and processes, including the preparation and co-ordination ***of the*** necessary documentation to facilitate ***effective*** execution ***of*** the works.

Standard Services

- 5.1. Appoint contractor(s) on behalf of the client including the finalization of **all** agreements.
- 5.2. Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3. Receive, co-ordinate, review and obtain approval of **all** contract documentation provided by the contractor, subcontractors, and suppliers for compliance with **all** of the contract requirements.
- 5.4. Monitor the ongoing projects insurance requirements.
- 5.5. Facilitate the handover of the site to the contractor.
- 5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 5.7. Regularly conduct and record the necessary site meetings
- 5.8. Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 5.9. Regularly monitor the performance of the contractor against the Contract Programme.
- 5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- 5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- 5.12. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant,
- 5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 5.16. Establish the construction information distribution procedures.

- 5.17. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- 5.18. Expedite, review and monitor the timeous issue of construction information to the contractors.
- 5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- 5.20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22. Monitor, review, approve and certify monthly progress payments.
- 5.23. Receive, review and adjudicate any contractual claims.
- 5.24. Monitor the preparation the preparation of monthly cost reports by the cost consultants.
- 5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 5.26. Prepare monthly project reports including submission to the client
- 5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30. Monitor the execution by the contractors of the defect items to achieve Works Completion.
- 5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors

Deliverables

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

6.0 STAGE 6 - PROJECT CLOSE OUT

Definition

The process *of* managing and administering the project closeout, including preparation and co-ordination *of* the necessary documentation to *facilitate* the *effective* operation *of* the project

Standard Services

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

Deliverables

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

4.0 SUPPLEMENTARY SERVICES

4.1. Development Management Services

The Project Construction Manager may, by prior mutual consent, provide the following supplementary services. This will require agreement of both the Client and Project Construction Manager on the adjustment of the fees and disbursements.

- .1 Facilitate the opportunity realisation process
- .2 Procuring of land and finance
- .3 Procuring of tenants, tenant co-ordination and tenant installations
- .4 Drafting of appointment contracts for other members of the professional team
- .5 Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- .6 Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings
- .7 All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations
- .8 Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements
- .9 Additional services resulting from changes by the client to previously issued instructions
- .10 Any other services not specifically incorporated in the identified scope of services mentioned in this document

4.2. Supplementary Services Pertaining to all Stages of the Project

The following services are additional to the normal services provided by the construction project manager, and shall be performed by agreement between the construction project manager and the client. The agreement on scope of additional services and remuneration shall be in writing and should, if at all possible, be concluded before such additional services are rendered

- .1 Appointment as agent in accordance with Regulation 4.(5) of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to specifically ensure compliance in terms thereof
- .2 Procuring of land and finance
- .3 Procuring of tenants, tenant co-ordination and tenant installations
- .4 Drafting of non-standard contracts
- .5 Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment

- .6 Mediation, arbitration and litigation proceedings and similar services.
- .7 Where the client requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the client and the construction project manager:
 - i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits
 - ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings
 - iii. Officiating at or Attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree
- .8 All work arising out of failure of any consultant, contractor, supplier or other external party to perform its obligations, provided that such failure is not due to default by the Construction Project Manager
- .9 Services resulting from damages to or destruction of the works, insurance matters, postponement or cancellation of agreement
- .10 Additional services resulting from the client changing previously issued instructions
- .11 Construction management
- .12 Calculation and certification of professional fees applicable to other professionals engaged by the client on the project
- .13 Any other services not specifically incorporated in this Guideline Scope of Services and Tariff of Fees for Registered Persons

5.0 COMMISSIONS TERMINATED

- 5.1. Should a commission be terminated the fee for the services completed shall be calculated in accordance with the Tariff of Fees and the fee for services partially completed shall be determined *pro rata* to the complete service
- 5.2. Should a commission be terminated by the client after the commencement of the commission then, in addition to the fee calculated in accordance with 5.1, a surcharge of 10 percent shall be payable on the difference between the full fee calculated in accordance with the Tariff of Fees for the services commissioned and the fee calculated in accordance with 5.1.

- 5.3. For purposes of 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 90 calendar days in the aggregate, unless otherwise agreed in writing by the parties.

GUIDELINES FOR TARIFF OF FEES

6.0 APPLICATION OF TARIFF OF FEES

- 6.1. The guideline tariff of fees contained in this Schedule applies in respect of *normal* services
- 6.2. The client should remunerate the construction project manager, for the normal services rendered, on the basis of clauses 6 to 9. In cases where the client and construction project manager have agreed that clauses 6 to 9 are not applicable, payment should be on the basis of clause 10 or as agreed according to clause 6(4)
- 6.3. The client shall reimburse the construction project manager for ~~all~~ expenses and costs incurred in terms of clause 11 in performing his services, irrespective of whether fees are charged in terms of clauses 6 to 9, as well as for ~~all~~ costs incurred on behalf, and with the approval, of the client.
- 6.4. Should the tariff of fees contained in this Schedule be found to be inappropriate to any project, works, services or part thereof, the client and construction project manager may agree, in writing, a fee deemed more appropriate, prior to the commencement of the works. Contributing factors to be taken into account, although not limited to, may include all or any of the following:
- .1 Complexity: Where the works call for the application of new, unusual or untried techniques or designs or application of complex project delivery, systems or processes or excessive complexity of the whole or part of the works
 - .2 *Small projects*: Where projects are small in monetary value and the tariff of fees for normal projects does not compensate the construction project manager reasonably for the normal services to be rendered
 - .3 *Cost of the works*: Where the cost of the works is abnormally low relative to the normal services required from the construction project manager

- .4 **Time duration:** Where the works are executed over an appreciably shorter or longer than normal or realistic time periods during any of the stages defined in clause 3, or where the client orders suspension of the services between stages for periods in excess of 21 calendar days in the aggregate for any stage.
- .5 **Level of responsibility, liability and risk:** Where unusually high demands in respect of these factors are expected to be carried by the construction project manager
- 6.5. Agreement on any adjustment of or special fees should be reached in writing at the time of the engagement of the construction project manager and be concluded prior to the construction project manager rendering services which may be affected.
- 6.6. Where at the instance and with the consent of the client the works are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for normal services is:
- .1 the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
- .2 the fee agreed to, in writing, between the client and the Construction project manager, prior to the commencement of the works, and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause 6(6)(1)
- 6.7. The following fees may be claimed after each stage of services or monthly or as agreed between the construction project manager and the client:
- .1 Percentage fees determined on the basis of the cost of the works prevailing at the time of the fee calculation and pro-rata to the completed normal services
- .2 Time based fees as specifically agreed on in writing by the client, applicable when additional services were rendered
- 6.8. Disbursements as set out in clause 11 may be claimed monthly

7.0 FEES FOR STANDARD SERVICES

Construction project management services pertaining to building projects

The basic fee for normal services in the field of construction project management, pertaining to building projects, is calculated at the percentage mentioned against the cost of the works contained in following table:

Cost of the Works		Primary Fee	Secondary Fee%	For value over
From	To			
0	6,000,000	0	5.90%	0
6,000,000	12,000,000	360,000	4.43%	6,000,000
12,000,000	24,000,000	630,000	3.85%	12,000,000
24,000,000	48,000,000	1,100,000	3.36%	24,000,000

48,000,000	96,000,000	1,920,000	2.93%	48,000,000
96,000,000	192,000,000	3,350,000	2.56%	96,000,000
192,000,000	384,000,000	5,845,000	2.24%	192,000,000
384,000,000	and above	10,205,000	1.95%	384,000,000

8.0 SERVICES PROVIDED PARTIALLY OR IN STAGES

The following table shall be used for proportioning the basic fee for standard services over the various stages of the services:

Project stage	Description	Percentage of Total Fees
1	Project Initiation and briefing	10%
2	Concept and viability	10%
3	Design development	25%
4	Tender documentation and procurement	10%
5	Construction and contract administration	40%
6	Project Close out	5%

9.0 FEES FOR ADDITIONAL SERVICES

The fees for supplementary services contemplated in clause 4 are to be agreed to, in writing, between the client and the construction project manager, prior to the commencement of the works.

10.0 TIME BASED FEES

- 10.1. Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the construction project manager as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only
- 10.2. Time based fees are calculated by multiplying the hourly rate contemplated in clause 11, which is applicable to the construction project manager or any other person employed by the construction project manager, with the actual time spent by such person in rendering the services required by the client
- 10.3. To determine the time based fee rates the persons concerned are divided into:-
 - .1 Category A, in respect of a private consulting practice in construction project management, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert
 - .2 Category B, in respect of a private consulting practice in construction project management, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in project management

- .3 Category C, in respect of a private consulting practice in construction project management, shall mean all salaried professional staff with adequate expertise and relevant experience performing project management work and who carry the direct responsibility for one or more specific activities related to a project
- .4 Category D, in respect of a private consulting practice in construction project management, shall mean all other salaried technical staff with adequate expertise and relevant experience performing project management work with direction and control provided by any person contemplated in categories A, B or C

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

- i. for a person in category A and B: 18,75 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to a Director's grading (level 13) in the Public Service
- ii. for a person in category C: 17,5 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;
- iii. for a person in category D: 16,5 cents for each R100,00 of his/her total annual cost of employment; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to a Assistant Director's grading (level 11) in the Public Service;
- iv. hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel which shall, therefore, not be chargeable separately;
- v. unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of (i) above on a project shall be limited to 5 percent 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 (ii) or (iii) above

Notwithstanding (v) above, where work is of such a nature that personnel as described in paragraph (iii) above can do it, it shall be remunerated at that level and not at the rates described in paragraphs (i) and (ii) above irrespective of who actually did the work

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

- 10.4. The time based fee rates and any applicable annual increase to rates are to be agreed to by the parties at the start of the commission, failing which applicable reasonable market related or gazetted rates shall be applied
- 10.5. For the purposes of clause 10.4, the total annual cost of employment of a person contemplated in clause 10.3 means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of such staff to the project, including -
- .1 Basic salary, or a nominal market related salary, excluding profit share and asset growth

- .2 benefits not reflected in the basic *salary*, including:
 - i. normal annual bonus;
 - ii. contribution to medical aid;
 - iii. group life insurance premiums borne by the employer;
 - iv. contribution to a pension or provident fund; and
 - v. all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and
- .3 Amounts payable in terms of a Act, including:
 - i. contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act;
 - ii. contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act; and
 - iii. recoverable levies to all spheres of government

11.0 EXPENSES AND COSTS

- 11.1. 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 Fees
- 11.2. Recoverable expenses include;
 - .1 Travelling expenses for the conveyance of the construction project manager or a member of the construction project manager's staff by means of:
 - i. private motor transport, including any parking charges, toll fees and related expenses;
 - ii. a scheduled air line or a train, bus, taxi or hired car; or
 - iii. non-scheduled or privately owned air transport
 - .2 Travelling time on the basis of the rate set out in clause 10, for all time spent in travelling by the construction project manager or members of his staff shall be as follows:
 - i. when fees are paid on a time basis, all hours spent on travelling are reimbursable
 - ii. when fees are paid on a percentage basis, reimbursement for travelling time shall be for all time spent in travelling minus the first hour per return journey
 - .3 Accommodation and subsistence expenses incurred by the construction project manager or a member of his staff;

- .4 Agreed costs of typing, production, copying and binding of contract documents, pre-qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.
- .5 Expenses on special reproductions, copying, printing, **artwork**, binding and photography, etc. requested by the client
- .6 Alternatively, a lump sum or percentage of the total fees payable to the construction project manager may be determined and agreed between the construction project manager and the client to cater for all or any of the above